

**AGENDA  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THE  
OAKDALE IRRIGATION DISTRICT  
TUESDAY, MARCH 7, 2017**

Agendas and Minutes are on our website at [www.oakdaleirrigation.com](http://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 Webb, Doornenbal, Osmundson, Altieri, Santos

**ADDITIONS OR DELETION OF AGENDA ITEMS**

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

**PUBLIC COMMENTS - ITEM 1**

1. The Board of Directors welcomes participation in 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.

**PRESENTATION – ITEM 2**

2. Rob Greenfield, General Counsel, with the ACWA / JPIA will be presenting Oakdale Irrigation District with a Refund Check

## **CONSENT CALENDAR - ITEMS 3 - 16**

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 Special Meeting of February 21, 2017 and Resolution Nos. 2017-26, 2017-27, 2017-28, 2017-29, 2017-30, 2017-31, 2017-32, and 2017-33**
4. Approve **Oakdale Irrigation District Statement of Obligations**
5. Approve **Assignment of Capital Work Order Numbers**
6. Approve the **Monthly Treasurer's Report for the Month Ending January 31, 2017**
7. Approve **Denial of Request to Cancel First Installment Penalties on 2017 Water Delivery Fees (APN: 002-057-019 – Ousley)**
8. Approve **Denial of Request to Cancel First Installment Penalties on 2017 ID41 Maintenance & Operations Charges (APN: 063-014-017 – Coleman)**
9. Approve **Denial of Request to Cancel First Installment Penalties on 2017 Water Delivery Fees and Volumetric Water Charges (APNS: 014-008-004 and 014-017-001 – Hilarides)**
10. Approve **Professional Services Agreement 2017-PSA-001 with Contractor Compliance & Monitoring, Inc. and Authorize General Manager to Execute**
11. Approve **Memorandum of Understanding with the Operating Engineers Local Union No. 3 (Operations Employees)**
12. Approve **Donation Request of Oakdale Soccer Club**
13. Approve **Sponsorship Request of Stanislaus County Farm Bureau for the 103<sup>rd</sup> Annual Meeting of Members**
14. Approve **Resolution Adopting the Joint Powers Authority Agreement (JPA Agreement) Establishing the Eastern San Joaquin Groundwater Authority (Authority) and Direct General Manager to Execute JPA Agreement and Appoint Authority Board Members on OLD's Behalf**

15. Approve **Abandonment and Quitclaim of a Portion of the Town "E" Pipeline (APNS: 062-004-008/020/021 – The Robert C. Ott and Sharon A. Ott Family Limited Partnership, Marie Ott 2005 Trust, Rosemarie Ott, and Margaret Ott, Richard J. Burgess, and the Holloway Family 2000 Trust**
16. Approve **Encroachment Permit on the Claribel Lateral (APN: 064-032-076 – Richard B. and Alida V. Ardis Revocable Family Trust Dated November 18, 2004)**

#### **ACTION CALENDAR - ITEMS 17 - 21**

17. Review and take possible action to **Direct Staff to Work with the City of Oakdale to Develop a Cooperative Action Plan Between the Two Agencies and Bring Back to the Board**
18. Review and take possible action to **Authorize the General Manager to Determine the Start of the 2017 Water Season**
19. Review and take possible action on the **Determination of Surplus Water and Availability for Out-of-District Use**
20. Review and take possible action to **Approve 2017 Out-of-District Service Applications**
21. Review and take possible action to **Set the 2017 Out-of-District Water Rate and Require Water Reservations with an Upfront Non-Refundable Payment**

#### **COMMUNICATIONS - ITEM 22**

##### **22. Oral Reports and Comments**

###### **A. General Manager's Report**

###### **B. Committee Reports**

###### Planning and Public Relations Committee, February 22, 2017

- Donation Request of Oakdale Soccer Club
- Sponsorship of Stanislaus County Farm Bureau

###### **C. Directors' Comments/Suggestions**

**CLOSED SESSION - ITEM 23**

23. Closed Session to discuss the following:

**A. Government Code §54956.9(d)(2)(3) - Significant Exposure to Litigation**  
Four (4) Cases

**B. Government Code §54956.8 Conference with Real Property Negotiator**  
**Negotiating Parties:** OID, SSJID, MID, TID, MeID, CCSF  
**Property:** Water  
**Agency Negotiators:** General Manager  
**Under Negotiations:** Terms

**C. Government Code §54956.8 Conference with Real Property Negotiator**  
**Negotiating Parties:** OID, SSJID, SEWD  
**Property:** Water  
**Agency Negotiators:** General Manager  
**Under Negotiations:** Terms and Price

**D. Government Code §54956.9(d)(1) - Existing Litigation**  
*Oakdale Groundwater Alliance; Frobose, Brichetto, et al. v. Oakdale Irrigation District*

**OTHER ACTION – ITEM 24**

24. Adjournment:

- A. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 21, 2017 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, March 16, 2017 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.*





# **PUBLIC COMMENTS**

**No Information Included**

## **BOARD MEETING OF MARCH 7, 2017**



# **PRESENTATION**

**BOARD MEETING OF  
MARCH 7, 2017**



# **AGENDA ITEMS CONSENT CALENDAR**

## **BOARD MEETING OF MARCH 7, 2017**

# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 3  
APN: N/A

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**SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF FEBRUARY 21, 2017 AND RESOLUTION NOS. 2017-26, 2017-27, 2017-28, 2017-29, 2017-30, 2017-31, 2017-32 and 2017-33**

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**RECOMMENDED ACTION:** Approve

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**ATTACHMENTS:**

- Draft Minutes of the Board of Directors' Special Meeting of February 21, 2017
- Draft Resolution No. 2017-26
- Draft Resolution No. 2017-27
- Draft Resolution No. 2017-28
- Draft Resolution No. 2017-29
- Draft Resolution No. 2017-30
- Draft Resolution No. 2017-31
- Draft Resolution No. 2017-32
- Draft Resolution No. 2017-33

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**Board Motion:**

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

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

## **MINUTES**

Oakdale, California  
February 21, 2017

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Special Session at the hour of 6:00 p.m. Upon roll call, there were present:

Directors: Herman Doornenbal, Vice President  
Gary Osmundson  
Gail Altieri  
Linda Santos

Absent: Steve Webb, President

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

Also Present: Fred A. Silva, General Counsel

### **ADDITION OR DELETION OF AGENDA ITEMS**

General Manager requested that the following items be deleted from the Agenda: Action Item No. 20; two of the four cases under Closed Session Item No. 24 A; and Closed Session Item 24 E.

A motion was made by Director Osmundson and was seconded by Director Doornenbal, to delete Action Item No. 20, two of the four cases of Closed Session Item No. 24 A, and Closed Session Item No. 24 E from the agenda, and was voted as follows:

Ayes: Directors, Doornenbal, Osmundson, Altieri  
Noes: Director Santos  
Absent: Director Webb

Motion passed by a vote of 3-1.

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

There was no action taken out of sequence.

At the hour of 6:08 p.m. the Board welcomed public comment.

**PUBLIC COMMENT**  
**ITEM NO. 1**

Robert Frobose discussed the performance evaluation of the General Manager and that it has been delayed numerous times.

Tom Orvis from the Stanislaus County Farm Bureau reminded everyone of the Regional Meeting at Mid Valley Ag next Tuesday. He stated that Supervisor Kristen Olsen will be the speaker at the meeting.

There being no further public comment, public comment closed at the hour of 6:14 p.m. and the Board Meeting continued.

**PUBLIC HEARING**  
**ITEM NO. 2**

**ITEM NO. 2**  
**PUBLIC HEARING TO ACCEPT COMMENTS ON**  
**OAKDALE IRRIGATION DISTRICT'S ELECTION TO**  
**BECOME A GROUNDWATER SUSTAINABILITY AGENCY (GSA)**  
**FOR THE EASTERN SAN JOAQUIN SUB-BASIN (ESJS)**

Public comments opened at the hour of 6:15 p.m.

A member of the public, name unknown, had questions regarding the Groundwater Sub-basin identification and Government Code sections cited in the newspaper notices.

Tom Orvis of the Stanislaus County Farm Bureau stated that the lands north of the Stanislaus River are an expedited group. He further stated that the Farm Bureau supports the GSA coverage of the entire groundwater sub-basin.

There being no public comments, public comment closed at the hour of 6:20 p.m.

Director Altieri requested that Item Nos. 3 and 8 be pulled from the Consent Calendar; and Director Santos requested that Item No. 7 be pulled from the Consent Calendar.

**CONSENT ITEMS**  
**ITEM NOS. 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17**

**ITEM NO. 4**  
**APPROVE OAKDALE IRRIGATION**  
**DISTRICT STATEMENT OF OBLIGATIONS**

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

**ITEM NO. 5**  
**APPROVE IMPROVEMENT**  
**DISTRICT STATEMENT OF OBLIGATIONS**

A motion was made by Director Santos, second by Director Altieri, and unanimously supported to approve the Improvement District's Statement of Obligations.

**ITEM NO. 6**  
**APPROVE CHIEF FINANCIAL OFFICER'S**  
**REPORT FOR THE MONTH ENDING JANUARY 31, 2017**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Chief Financial Officer's Report for the month ending January 31, 2017.

**ITEM NO. 9**  
**APPROVE WORK RELEASE NO. 004 TO GENERAL**  
**SERVICES AGREEMENT 2015-GSA-002 WITH SIERRA**  
**CONTROLS, LLC FOR CLEARSCADA HMI IMPROVEMENTS**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve Work Release No. 004 to General Services Agreement 2013-GSA-002 with Sierra Controls, LLC for ClearSCADA HMI improvements.

**ITEM NO. 10**  
**APPROVE DEFERRED CONDITIONS OF APPROVAL AGREEMENT**  
**(APNS: 011-005-074/075 – HANS L. AND REGINA A. WEBER 1989 TRUST)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Deferred Conditions of Approval Agreement (APNS: 011-005-074/075 – Hans L. and Regina A. Weber 1989 Trust).

**ITEM NO. 11**  
**APPROVE ENCROACHMENT PERMIT ON THE PAULSELL LATERAL**  
**EXTENSION (APN: 011-005-074 – HANS L. AND REGINA A. WEBER 1989 TRUST)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Encroachment Permit on the Paulsell Lateral Extension (APN: 011-005-074 – Hans L. and Regina A. Weber 1989 Trust).

**ITEM NO. 12**  
**APPROVE ENCROACHMENT PERMIT ON THE PAULSELL**  
**LATERAL EXTENSION (APN: 011-005-075 – GILBERT L. SILBERNAGLE)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Encroachment Permit on the Paulsell Lateral Extension (APN: 011-005-075 – Gilbert L. Silbernagle).



**ITEM NO. 13**

**APPROVE ENCROACHMENT PERMIT AND AGRICULTURAL  
DISCHARGE PERMIT ON THE SOUTH LATERAL (APN: 010-018-024/062 –  
FRANK W. RIVERA AND LISA RIVERA, AND THE CLEMENTE M.  
RIVERA, JR. FAMILY 2005 REVOCABLE TRUST U/D DATED JUNE 25, 2005)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Encroachment Permit and Agricultural Discharge Permit on the South Lateral (APN: 010-018-024/062 – Frank W. Rivera and Lisa Rivera, and the Clemente M. Rivera, Jr. Family 2005 Revocable Trust U/D Dated June 25, 2005).

**ITEM NO. 14**

**APPROVE ENCROACHMENT PERMIT AND AGRICULTURAL  
DISCHARGE PERMIT ON THE TOWN “E” PIPELINE  
(APN: 062-004-028 – OAKDALE JOINT UNIFIED SCHOOL DISTRICT)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Encroachment Permit and Agricultural Discharge Permit on the Town “E” Pipeline (APN: 062-004-028 – Oakdale Joint Unified School District).

**ITEM NO. 15**

**APPROVE DISCHARGE AGREEMENT ON THE RIVERBANK  
LATERAL (APN: 063-028-024 – SCONZA CANDY COMPANY)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Discharge Agreement on the Riverbank Lateral (APN: 063-028-024 – Sconza Candy Company).

**ITEM NO. 16**

**APPROVE STORM DRAINAGE AGREEMENT ON THE LANGWORTH PIPELINE  
(APN: 062-010-026 – GORDON BRAKER PLUMBING CONTRACTOR, INC.)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Storm Drainage Agreement on the Langworth Pipeline (APN: 062-010-026 – Gordon Braker Plumbing Contractor, Inc.).

**ITEM NO. 17**

**APPROVE STORM DRAINAGE AGREEMENT ON THE REED  
POND (APN: 006-012-081 – RIVER OAK GRACE COMMUNITY CHURCH)**

A motion as made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the Storm Drainage Agreement on the Reed Pond (APN: 006-012-081 – River Oak Grace Community Church).



The above Consent Items passed 4-0 by the following vote:

Ayes: Directors Doornenbal, Osmundson, Santos, Altieri  
Noes: None  
Absent: Director Webb

**PULLED CONSENT ITEMS**  
**ITEM NOS. 3, 7, 8**

**ITEM NO. 3**  
**APPROVE THE BOARD OF DIRECTORS' MINUTES OF**  
**THE REGULAR MEETING OF FEBRUARY 7, 2017**  
**AND RESOLUTION NOS. 2017-09, 2017-10, 2017-11,**  
**2017-12, 2017-13, 2017-14, 2017-15, 2017-16, 2017-17, 2017-18,**  
**2017-19, 2017-20, 2017-21, 2017-22, 2017-23, 2017-24, AND 2017-25**

A motion was made by Director Santos, seconded by Director Osmundson, and unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of February 7, 2017 and Resolution Nos. 2017-09, 2017-10, 2017-11, 2017-12, 2017-13, 2017-14, 2017-15, 2017-16, 2017-17, 2017-18, 2017-19, 2017-20, 2017-21, 2017-22, 2017-23, 2017-24 and 2017-25.

**ITEM NO. 7**  
**APPROVE 2017 MISCELLANEOUS RATES AND**  
**CHARGES FOR SPECIAL SERVICES EFFECTIVE FEBRUARY 21, 2017**

A motion was made by Director Santos, seconded by Director Osmundson, and unanimously supported to approve the 2017 Miscellaneous Rates and Charges for Special Services effective February 21, 2017.

**ITEM NO. 8**  
**APPROVE DENIAL OF REQUEST TO WAIVE THE \$100 DEPOSIT**  
**PLACED ON RURAL WATER ACCOUNT (APN: 010-032-042 – LEMMONS)**

A motion was made by Director Santos, seconded by Director Osmundson, and unanimously supported to deny the request to waive the \$100 deposit placed on Rural Water Account (APN: 010-032-042 – Lemmons).

**ACTION CALENDAR**  
**ITEMS NOS. 18, 19, 20**

**ITEM NO. 18**

**REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION**  
**FORMING THE OAKDALE IRRIGATION DISTRICT EASTERN SAN**  
**JOAQUIN SUB-BASIN GROUNDWATER SUSTAINABILITY AGENCY**

A motion was made by Director Santos, seconded by Director Osmundson, and unanimously supported to adopt the Resolution Forming the Oakdale Irrigation District Eastern San Joaquin Sub-Basin Groundwater Sustainability Agency.

The above item passed 4-0 by the following vote:

Ayes: Directors Doornenbal, Osmundson, Altieri, Santos  
Noes: None  
Absent: Director Webb

**ITEM NO. 18**

**REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION**  
**ACCEPTING THE MEMORANDUM OF UNDERSTANDING WITH THE**  
**OPERATING ENGINEERS LOCAL UNION NO. 3 (OPERATIONS EMPLOYEES)**

No action was taken on this Action Item. It will be placed on the Agenda for March 7, 2017.

**ITEM NO. 20**

**REVIEW AND TAKE POSSIBLE ACTION**  
**ON GENERAL MANAGER'S COMPENSATION**

This item was pulled from the agenda.

**DISCUSSION**  
**ITEM NOS. 21, 22**

**ITEM NO. 21**

**DISCUSSION ON THE JOINT EXERCISE OF POWERS AGREEMENT**  
**ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**

Water Operations Manager Eric Thorburn discussed the Joint Exercise of Powers Agreement Establishing the Eastern San Joaquin Groundwater Authority.

**ITEM NO. 22**  
**DISCUSSION ON**  
**OUT-OF-DISTRICT RATES AND RESERVATIONS**

General Manager Steve Knell discussed the out-of-district rates and water reservations.

**COMMUNICATIONS**  
**ITEM NO. 23**

**A. GENERAL MANAGERS REPORT**

The General Manager Steve Knell provided a written report to the Directors of the operations of the District.

**B. COMMITTEE REPORTS**

There were no committee reports.

**C. DIRECTORS' COMMENTS/SUGGESTIONS**

There were no Directors' comments.

At the hour of 7:33 p.m. the meeting adjourned to Closed Session.

**CLOSED SESSION**  
**ITEM NO. 24**

**A. Government Code §54956.9(d)(2)(3) - Significant Exposure to Litigation**  
Two (2) Cases

**B. Government Code §54956.8 Conference with Real Property Negotiator**  
**Negotiating Parties:** OID and Dalrymple  
**Property:** Recycled Concrete Road Base  
**Agency Negotiators:** General Manager  
**Under Negotiations:** Price and Terms

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

*Chris Lewis v. Oakdale Irrigation District*

*Oakdale Groundwater Alliance; Frobose, Brichetto, et al. v. Oakdale Irrigation District*

**D. Government Code §54957.6 - Conference with Labor Negotiator**  
**Agency Negotiator:** General Manager  
**Represented Employee:** OE3

At the hour of 9:07 p.m. the meeting returned to open session.

Coming out of Closed Session Director Doornenbal stated that there was no reportable action.

**OTHER ACTION**  
**ITEM NO. 25**

At the hour of 9:07 p.m. the Board meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 7, 2017 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, March 16, 2017 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

\_\_\_\_\_  
Steve Webb, President

Attest:

\_\_\_\_\_  
Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-26**

**ENCROACHMENT PERMIT ON THE PAULSELL LATERAL EXTENSION**

**APN: 011-005-074**

**WHEREAS**, HANS L. WEBER, SUCCESSOR TRUSTEE OF THE HANS L. AND REGINA A. WEBER 1989 TRUST is the titled owner of the property located in, Section 32, Township 2 South, Range 12 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, HANS L. WEBER, SUCCESSOR TRUSTEE OF THE HANS L. AND REGINA A. WEBER 1989 TRUST has requested an Encroachment Permit for:

1. One (1) existing 10" steel pipeline crossing.
2. Two (2) existing 2" Sch. 40 PVC pipeline crossings.

**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 has 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 herein by reference to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this twenty-first day of February, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-27**

**ENCROACHMENT PERMIT ON THE PAULSELL LATERAL EXTENSION**

**APN: 011-005-040**

**WHEREAS**, GILBERT L. SILBERNAGEL, A SINGLE MAN is the titled owner of the property located in, Section 32, Township 2 South, Range 12 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, GILBERT L. SILBERNAGEL, A SINGLE MAN has requested an Encroachment Permit for:

1. One (1) existing 10" steel pipeline crossing.
2. Two (2) existing 2" Sch. 40 PVC pipeline crossings.

**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 has 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 herein by reference to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this twenty-first day of February, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-28**

**ENCROACHMENT PERMIT ON THE SOUTH LATERAL**

**APN: 010-018-024**

**WHEREAS**, FRANK W. RIVERA AND LISA RIVERA, HUSBAND AND WIFE, AS JOINT TENANTS are the titled owners of the property located in Section 31, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, FRANK W. RIVERA AND LISA RIVERA, HUSBAND AND WIFE, AS JOINT TENANTS have requested an Encroachment Permit for:

1. One (1) 3" Sch. 40 PVC private irrigation pipeline crossing

**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 herein by reference to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this twenty-first day of February, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-29**

**ENCROACHMENT PERMIT ON THE SOUTH LATERAL**

**APN: 010-018-062**

**WHEREAS**, PATRICIA ROSE RIVERA, TRUSTEES OF THE CLEMENTE M. RIVERA, JR. FAMILY 2005 REVOCABLE TRUST U/D DATED JUNE 25, 2005 is the titled owner of the property located in Section 31, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, PATRICIA ROSE RIVERA, TRUSTEES OF THE CLEMENTE M. RIVERA, JR. FAMILY 2005 REVOCABLE TRUST U/D DATED JUNE 25, 2005 has requested an Encroachment Permit for:

1. One (1) 3" Sch. 40 PVC private irrigation pipeline crossing
2. 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 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 herein by reference to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this twenty-first day of February, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary



**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-30**

**AGRICULTURAL DISCHARGE PERMIT  
ON THE SOUTH LATERAL**

**APN: 010-018-062**

**WHEREAS**, PATRICIA ROSE RIVERA, TRUSTEES OF THE CLEMENTE M. RIVERA, JR. FAMILY 2005 REVOCABLE TRUST U/D DATED JUNE 25, 2005 is the titled owner of the property located in Section 31, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus, California; and has requested an Agricultural Discharge Permit for one (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline, 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 and attached to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this twenty-first day of February, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-31**

**ENCROACHMENT PERMIT ON THE  
TOWN "E" PIPELINE AND BRADY PIPELINE**

**APN: 062-004-028**

**WHEREAS**, OAKDALE UNION ELEMENTARY SCHOOL DISTRICT, A NON-PROFIT CORPORATION is the titled owner of the property located in Section 16, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, OAKDALE UNION ELEMENTARY SCHOOL DISTRICT, A NON-PROFIT CORPORATION has requested an Encroachment Permit for:

1. One (1) 6" 100 PSI PIP PVC private irrigation pipeline crossing the Town "E" Pipeline
2. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline crossing the Brady Pipeline and discharging into the Town "E" 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 Stanislaus County, and that said Encroachment Permit in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this twenty-first day of February, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-32**

**AGRICULTURAL DISCHARGE PERMIT  
ON THE TOWN "E" PIPELINE**

**APN: 062-004-028**

**WHEREAS**, OAKDALE UNION ELEMENTARY SCHOOL DISTRICT, A NON-PROFIT CORPORATION is the titled owner of the property located in Section 16, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus, California; and has requested an Agricultural Discharge Permit for one (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline, 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 and attached to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this twenty-first day of February, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2017-33**

**A RESOLUTION AUTHORIZING AND DIRECTING  
THE FORMATION OF A GROUNDWATER  
SUSTAINABILITY AGENCY FOR THE EASTERN SAN JOAQUIN SUB-BASIN**

**WHEREAS**, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("SGMA"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

**WHEREAS**, the legislative intent of SGMA is to provide for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

**WHEREAS**, SGMA requires that a GSA be formed for all basins designated by the Department of Water Resources as a high-priority basin, such as the Eastern San Joaquin Sub-basin (designated basin number 5-22.01 in the California Department of Water Resources' CASGEM groundwater basin system) ("Basin"), by June 30, 2017; and

**WHEREAS**, SGMA permits a local agency to form a groundwater sustainability agency ("GSA"); and

**WHEREAS**, the Oakdale Irrigation District (OID) is a local agency, as SGMA defines that term; and

**WHEREAS**, OID exercises jurisdiction upon lands overlying the Basin and is committed to the sustainable management of the Basin's groundwater resources; and

**WHEREAS**, OID has determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the formation of a GSA; and

**WHEREAS**, notice of a hearing on the OID's decision to form a GSA for its service area within the Basin ("Notice") was published in compliance with Government Code section 6066; and

**WHEREAS**, on February 21, 2017, OID held a public hearing to consider whether it should form the OID Eastern San Joaquin Sub-basin GSA for the Basin; and

**WHEREAS**, it would be in the best interests of OID to form the GSA for its service area within the Basin, and to coordinate with other GSAs within the Basin to begin the process of preparing a groundwater sustainability plan ("Sustainability Plan"); and

**WHEREAS**, adoption of this resolution does not constitute a "project" under California Environmental Quality Act Guidelines Section 15378(b)(5), including organization and administrative activities of government, because there would be no direct or indirect physical change in the environment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Oakdale Irrigation District as follows:

1. OID hereby elects to form a GSA and manage groundwater for its service area within the Basin, as reflected in Exhibit "A."
2. Within thirty (30) days of the date of this resolution, the OID Board directs the General Manager to provide notice to California Department of Water Resources that OID intends to form the GSA in the manner required by law.
3. This resolution shall take effect immediately upon passage and adoption.

Upon Motion of Director Santos, seconded by Director Osmundson, and duly submitted to the Board for its Consideration, the above-titled Resolution was adopted this 21<sup>st</sup> day of February, 2017.

#### **OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 4  
APN: N/A

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**SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS**

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**RECOMMENDED ACTION:** Approve Statement of Obligations

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## ***TOP TEN OBLIGATIONS***

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Stiles Truck & Body Equipment, Inc.	Custom Flat Bed, Misc. Parts	\$43,081.83
OID Improvement Districts	January 2017 Reimbursement	31,201.19
Condor Earth Technologies, Inc.	WR #009, WR #010	24,936.65
Calpers	Retirement Contribution	22,950.52
Sutter Health Plus	March 2017 Health Insurance	20,653.19
Advanced Control Solutions	(2) - 18" Krohne Enviromag 2300	16,130.03
PG&E	Electricity	12,248.01
Herc Rentals, Inc.	(2) - Excavator Rental, Trailer Vacuum	11,377.12
Remote Site Products	Steel Enclosures, Steel Backplanes	5,673.55
Ameresco Solar, LLC	Solar Panels	4,430.50

**FISCAL IMPACT:** \$252,042.23

## **ATTACHMENTS:**

- Statement of Obligations – Accounts Payable

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## **Board Motion:**

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

## **VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

**OAKDALE IRRIGATION DISTRICT**

**STATEMENT  
OF  
OBLIGATIONS**

**March 7, 2017**

Accounts Payable  
Check Register - March 7, 2017



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
20779	2/21/2017	Action Plumbing, LLC	\$125.00	Service Call
20780	2/21/2017	Allied Concrete Pumping, LLC	\$2,417.25	Concrete Pumping Services
20781	2/21/2017	C & C Portables, Inc.	\$927.88	Portable Toilet Rental 1/15/17 - 2/11/17
20782	2/21/2017	Coonce, Cody	\$53.68	Steel Toe Boots Reimbursement
20783	2/21/2017	Don's Mobile Glass, Inc.	\$308.51	Windshield Replacement - #47
20784	2/21/2017	Gilton Solid Waste Management, Inc.	\$78.00	Refuse Charges - January
20785	2/21/2017	Oakdale Joint Unified School District	\$60.00	2017 Science Fair Plaques
20786	2/21/2017	OID Improvement Districts	\$31,201.19	January 2017 Collections Reimbursement
20787	2/21/2017	OID Secretary's Petty Cash	\$163.98	Petty Cash Reimbursement
20788	2/21/2017	P G & E	\$12,205.47	Electricity
20789	2/21/2017	P & L Concrete Products, Inc.	\$152.65	6 Sack
20790	2/21/2017	Visa	\$381.37	Meeting Expenses
20791	2/22/2017	Sutter Health Plus	\$20,653.19	March 2017 Health Insurance
20792	2/27/2017	California State Disbursement Unit	\$207.69	Levy
20793	2/27/2017	California State Disbursement Unit	\$194.30	Levy
20794	2/27/2017	Comcast Business	\$635.80	Office Phone Charges - January & February
20795	2/27/2017	Gilton Resource Recovery Transfer Facility, Inc.	\$1,298.59	Waste Disposal - January
20796	2/27/2017	P G & E	\$42.54	Electricity
20797	2/27/2017	Stanislaus County Sheriff's Department	\$100.00	Levy
20798	3/7/2017	May Mary M.	\$14.88	Refund - APN: 062-010-028
20799	3/7/2017	Johnson, Brent A. & Guadalupe	\$160.19	Refund - APN: 010-005-010
20800	3/7/2017	ABS Presort, Inc.	\$893.30	Past Due Statements - February
20801	3/7/2017	Ace Hardware	\$68.78	2" PVC, Rope, 1 1/2" Hole Saw
20802	3/7/2017	Acme Rigging & Supply Company	\$958.87	Shackle, Swivel Hooks
20803	3/7/2017	Advanced Control Solutions	\$16,130.03	2-18" Krohne Enviromag 2300
20804	3/7/2017	Airgas USA, LLC	\$339.73	Cutter, Guide, Gloves, Weld Wire
20805	3/7/2017	Allied Concrete and Supply Co., Inc.	\$4,063.07	6 Sack
20806	3/7/2017	Amerine Systems, Inc.	\$16.02	6" x 4" Reducer
20807	3/7/2017	Ameresco Solar, LLC	\$4,430.50	Solar Panels
20808	3/7/2017	Andrews Electric	\$2,899.62	Motor Rebuild - Moulton Pump
20809	3/7/2017	AT&T Mobility	\$51.97	GPS Device
20810	3/7/2017	Battery Systems	\$739.58	Batteries
20811	3/7/2017	Becker, Robert	\$113.50	Haz-Mat Endorsement for Commercial License
20812	3/7/2017	Bell, Luke	\$313.02	Productivity Enhancement Cert. Payout
20813	3/7/2017	Betschart, Walter	\$100.00	Refund - APNs: 001-012-029, 001-018-005
20814	3/7/2017	Bissell-Vargas, Kristy	\$48.00	Health and Wellness Reimbursement - February
20815	3/7/2017	California Public Employees' Retirement System	\$22,950.52	Retirement Contribution
20816	3/7/2017	Central Sanitary Supply	\$59.70	Towels, Seat Covers
20817	3/7/2017	Coelho, Frank	\$15.00	Productivity Enhancement Cert. Payout
20818	3/7/2017	Comcast	\$530.27	Analog Lines, T.V., Internet
20819	3/7/2017	Condor Earth Technologies, Inc.	\$24,936.65	WR #009, WR #010
20820	3/7/2017	Custom Fire Protection	\$2,779.97	Fire Extinguisher Maintenance & Training
20821	3/7/2017	Cypress Title Company	\$75.77	Refund - APN: 075-025-022
20822	3/7/2017	Denair Lumber Company, Inc.	\$169.19	Lumber
20823	3/7/2017	Ellis Self Storage, Inc.	\$75.00	Storage - March



Accounts Payable  
Check Register - March 7, 2017



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
20824	3/7/2017	Fastenal Company	\$1,198.92	Gloves, Head Lamps, Blades, Anchors, Discs, Tape
20825	3/7/2017	Fresno Valves & Castings, Inc.	\$871.24	15" 101C Gate
20826	3/7/2017	George Reed, Inc.	\$230.05	Crushed Rock
20827	3/7/2017	Grainger	\$170.87	Rubber Boots
20828	3/7/2017	Herc Rentals Inc.	\$11,377.12	Excavator Rental - 2, Trailer Vacuum 1/18/17 - 2/15/17
20829	3/7/2017	Hilmar Lumber, Inc.	\$1,321.26	18" Elbows
20830	3/7/2017	Hughson Farm Supply	\$178.54	Stihl Bar Nuts, Cylinder Seal Felt, Rope
20831	3/7/2017	Independent Stationers, Inc.	\$72.07	Index Tabs
20832	3/7/2017	Knell, Steve	\$374.79	Donation, Health and Wellness Reimb. Nov. & Dec.
20833	3/7/2017	Mecom Equipment, LLC	\$3,005.09	Monitor Assembly - HL757
20834	3/7/2017	Mission Uniform Service	\$1,292.93	Uniform Service
20835	3/7/2017	Modesto Steel	\$1,388.01	2" Galvanized Pipe, 1" Round Bar, Grating
20836	3/7/2017	Moore Quality Galvanizing L.P.	\$3,471.49	Pipe, Plate Covers w/Chain, Angles
20837	3/7/2017	Network Builders IT, Inc.	\$887.45	Software Support
20838	3/7/2017	Oakdale Automotive Repair & Tire	\$18.00	Flat Repair - #92
20839	3/7/2017	Oakdale Auto Parts	\$316.36	Switch, Extensions, Lens, Oil Filters
20840	3/7/2017	Oakdale Leader	\$1,584.99	Public Notice, Employment Ad
20841	3/7/2017	Oak Valley Auto	\$4,288.67	Truck No. 174 - Parts & Labor
20842	3/7/2017	Office Depot	\$904.68	Office Supplies
20843	3/7/2017	Operating Engineers Union Local No. 3	\$2,720.00	Union Dues
20844	3/7/2017	Pakmail	\$122.77	Shipping Charges
20845	3/7/2017	P & L Concrete Products, Inc.	\$302.07	6 Sack
20846	3/7/2017	Principal Financial Group	\$758.75	Life Insurance - March
20847	3/7/2017	Ray Morgan Company	\$403.70	Copier Usage 1/24/17 - 2/23/17
20848	3/7/2017	Remote Site Products	\$5,673.55	Steel Enclosures, Steel Backplanes, Controllers
20849	3/7/2017	Resource Building Materials	\$360.31	Redi Mix
20850	3/7/2017	Rubicon, Inc.	\$529.40	WR #001
20851	3/7/2017	Sierra Control Systems, LLC	\$337.50	Modify Flow Equations
20852	3/7/2017	State Board of Equalization	\$3,209.00	2016 Sales/Use Tax Return
20853	3/7/2017	Stiles Truck Body & Equipment, Inc.	\$43,081.83	Custom Flat Bed Package, Thrust Rollers
20854	3/7/2017	Sutter Employee Assistance Program	\$400.00	EAP - 1st Quarter 2017
20855	3/7/2017	Thomson West	\$225.47	Water Code, Employment Laws
20856	3/7/2017	TP Express	\$150.00	Portable Toilet Rental - March
20857	3/7/2017	Visa	\$131.45	Meeting Expenses and Lunch
20858	3/7/2017	Visa	\$175.00	Employment Ad
20859	3/7/2017	Walsh, John	\$79.92	Health and Wellness Reimbursement - Dec. & Jan.
20860	3/7/2017	Wann, Matt	\$435.00	Productivity Enhancement Cert. Payout
20861	3/7/2017	W. H. Breshears, Inc.	\$3,357.75	Fuel
20862	3/7/2017	White Cap Construction Supply	\$2,190.72	Sealant, Rice Straw Wattles, Wood Stakes
20863	3/7/2017	Wienhoff Drug Testing, Inc.	\$255.00	Random Selection Drug Testing - October
20864	3/7/2017	Wille Electric Supply Co., Inc.	\$50.29	PVC Conduit
			<u>\$252,042.23</u>	

OAKDALE IRRIGATION DISTRICT  
STATEMENT OF OBLIGATIONS  
March 7, 2017

THE FOREGOING CLAIMS, NUMBERED 20779 Through 20864 INCLUSIVE  
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT  
AND ARE OBLIGATIONS AUTHORIZED THERETO.

_____	_____
_____	_____
_____	

# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 5  
APN: N/A

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**SUBJECT: APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Crum Pipeline	Install 3-Toughsonic level sensors, 1-Rug3 Controller, 1-Serial Radio, and misc. appurtenances. (APN: 006-008-064)	\$13,300	2017-007
Paulsell Lateral	Install 1-18"x7.5' Fresno 101C slide gate, 1-Rubicon Flumemeter, 1-5'x7' Precast MBI w/ 18" starter coupler and misc. appurtenances. (APN: 008-001-018)	37,700	2017-008

**FISCAL IMPACT: \$51,000**

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**Board Motion:**

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

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

## BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 6  
APN: N/A

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**SUBJECT: APPROVE THE MONTHLY TREASURER REPORT FOR THE MONTH ENDING JANUARY 31, 2017**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The Treasurer's Report for the month ending January 31, 2017 was not presented at the February 21, 2017 meeting, therefore it is being submitted at today's board meeting.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

➤ Treasurer's Report

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**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

**OAKDALE IRRIGATION  
DISTRICT'S**

**TREASURER'S  
REPORT**

**FOR THE  
PERIOD ENDING  
JANUARY 31, 2017**

TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
OAKDALE IRRIGATION DISTRICT  
STATEMENT OF FUNDS  
FOR THE PERIOD ENDING JANUARY 31, 2017

PERIOD ENDING	1/31/2017	RATE	12/31/2016	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$160,655.73	0.719%	\$160,382.54	\$273.19
OAK VALLEY COMMUNITY BANK CHECKING	931,089.68		750,670.95	180,418.73
OVCB BUSINESS PLUS SAVINGS	1,751,664.90	0.819%	4,451,871.13	(2,700,206.23)
UNION BANK OF CALIFORNIA	62,698,432.75	0.710%	53,177,433.21	9,520,999.54
<i>TOTAL TREASURY FUNDS</i>	<u>65,541,843.06</u>		<u>58,540,357.83</u>	<u>7,001,485.23</u>
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,185,609.05		1,088,291.50	97,317.55
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,185,609.05</u>		<u>1,088,291.50</u>	<u>97,317.55</u>
<u><i>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</i></u>	<u>\$66,727,452.11</u>		<u>\$59,628,649.33</u>	<u>\$7,098,802.78</u>

**OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING  
JANUARY 31, 2017**

DISTRICT CASH AND CASH EQUIVALENTS		1/31/2017	1/31/2016	NET CHANGE
Beginning Balance: 01/01/2017		\$58,540,357.83		
Receipts / Earnings		9,559,450.79		
Expenditures		(2,557,965.56)		
<b>TOTAL DISTRICT TREASURY FUNDS ON HAND:</b>	<b>1/31/17</b>	<b>\$65,541,843.06</b>	<b>\$47,009,369.42</b>	<b>\$18,532,473.64</b>
<b><u>GENERAL FUND</u></b>				
Beginning Balance: 01/01/2017		\$25,455,965.11		
<b><u>RECEIPTS / EARNINGS</u></b>				
Secretary's Receipts	9,219,226.14			
Interest Earnings	37,468.24			
Collection Receipts	302,289.34			
Total Receipts:		9,558,983.72		
<b><u>EXPENDITURES</u></b>				
Accounts Payable	2,218,982.76			
Payroll	338,515.73			
Transfers to RWS Reserve Funds	467.07			
Total Expenditures:		(2,557,965.56)		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$32,456,983.27</b>	<b>\$11,621,088.03</b>	<b>\$20,835,895.24</b>
<b><u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE- \$18,000,000 - limit</u></b>				
Beginning Balance: 01/01/2017		\$18,000,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$18,000,000.00</b>	<b>\$18,000,000.00</b>	<b>\$0.00</b>
<b><u>OPERATING RESERVE - \$6,000,000 max. limit</u></b>				
Beginning Balance: 01/01/2017		\$3,738,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$3,738,000.00</b>	<b>\$3,738,000.00</b>	<b>\$0.00</b>
<b><u>RATE STABILIZATION RESERVE - \$4,500,000 max. limit</u></b>				
Beginning Balance: 01/01/2017		\$1,388,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>		<b>\$1,388,000.00</b>	<b>\$1,388,000.00</b>	<b>\$0.00</b>
<b><u>VEHICLE AND EQUIPMENT REPLACEMENT RESERVE - \$1,500,000 max. limit</u></b>				
Beginning Balance: 01/01/2017		\$486,965.71		
Transfer from General Fund		0.00		
Transfer Funds to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$486,965.71</b>	<b>\$486,965.71</b>	<b>\$0.00</b>

DISTRICT TREASURY FUNDS - <i>continued</i>		1/31/17	1/31/16	NET CHANGE
<b><u>MAIN CANAL / TUNNEL IMPROVEMENT RESERVE</u></b>				
Beginning Balance: 01/01/2017		\$8,064,000.00		
Transfer from General Fund		0.00		
Transfer Funds to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$8,064,000.00</b>	<b>\$8,064,000.00</b>	<b>\$0.00</b>
<b><u>BUILDING AND FACILITIES REPLACEMENT RESERVE</u></b>				
Beginning Balance: 01/01/2017		\$475,000.00		
Transfer from General Fund		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$475,000.00</b>	<b>\$475,000.00</b>	<b>\$0.00</b>
<b><u>RURAL WATER SYSTEM REPLACEMENT / IMPROVEMENT RESERVE - \$1,000,000 max. limit</u></b>				
Beginning Balance: 01/01/2017		\$753,343.01		
Transfer from General Fund		467.07		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$753,810.08</b>	<b>\$747,676.46</b>	<b>\$6,133.62</b>
<b><u>EMPLOYEE COMPENSATED ABSENCES TRUST FUND</u></b>				
Beginning Balance: 01/01/2017		\$179,084.00		
Transfer from General Fund		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$179,084.00</b>	<b>\$179,084.00</b>	<b>\$0.00</b>
<b><u>CERTIFICATES OF PARTICIPATION BONDS - RESERVE FUND (RESTRICTED FUNDS)</u></b>				
Beginning Balance: 01/01/2017		\$0.00		
Receipts		0.00		
Expenditures		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$0.00</b>	<b>\$2,149,371.47</b>	<b>(\$2,149,371.47)</b>
<b><u>CERTIFICATE OF DEPOSIT - FISHBIO (RESTRICTED FUNDS)</u></b>				
Beginning Balance: 01/01/2017		\$0.00		
Receipts		0.00		
Expenditures		0.00		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$0.00</b>	<b>\$160,182.03</b>	<b>(\$160,182.03)</b>
<b>RESTRICTED FUNDS</b>		<b>1/31/17</b>	<b>1/31/16</b>	<b>NET CHANGE</b>
<b><u>IMPROVEMENT DISTRICT'S FUNDS</u></b>				
Beginning Balance: 01/01/2017		\$1,088,291.50		
Receipts		165,246.65		
Expenditures		(67,929.10)		
<b>BALANCE ON HAND:</b>	<b>1/31/2017</b>	<b>\$1,185,609.05</b>	<b>\$960,094.09</b>	<b>\$225,514.96</b>



# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 7  
APN: 002-057-019

**SUBJECT: APPROVE DENIAL OF REQUEST TO CANCEL FIRST INSTALLMENT PENALTIES ON 2017 WATER DELIVERY FEES (APN: 002-057-019 - OUSLEY)**

**RECOMMENDED ACTION:** As none of the legal conditions of WC 26000 are met staff has no choice but to recommend denial under OID policy.

## BACKGROUND AND/OR HISTORY:

Mrs. Billie Ousley, located at 11994 Valley Home Road, stated that she "dropped-off" her payments for her 2016 volumetric bill and 2017 Water Delivery Fee-First Installment, along with the payment stubs, at the District office on December 7, 2016. However, the only check and payment stub that the District received was for the 2016 volumetric charges. Mrs. Ousley insisted that she dropped off both payments and the District has lost her payment. She provided a copy of her check register to show that she had prepared a check for both payments on the same day. The payment stub received indicates that Mrs. Ousley did indeed drop-off payment for one billing and did not speak with any District personnel. Mrs. Ousley has not been late since 2010. In accordance with Board Policy and California Water Code section 26000, the Board shall order the Treasurer, to cancel or modify an assessment when it finds that any property has been either:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in district.

Any other cancellation or modification to charges not mentioned in Section 26000 shall be submitted to the Board of Directors for consideration. The customer has been notified of this item being before the Board today but has not responded as to whether they will attend or not.

**FISCAL IMPACT:** \$20.86

## ATTACHMENTS:

- Copy of customer's check register.
- Copy of customer's volumetric statement received 12/7/2016

## Board Motion:

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

## VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

DC Debit Card	ATM Teller Withdrawal	AD Automatic Deposit	AP Automatic Payment	BP Online Bill Pay	T Online or Phone Transfer
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-)	FEE	DEPOSIT, CREDIT (+)
	1/1				
	1/1				
	1/1				
1409	6/1	OID			
1410	12/1	OID	208.58		
			40.18		
1412	12/1				
1413	12/1				
	12/1				
	12/2				
1414	12/25				
1415	12/1				
1416	12/19				
	12/2				
1417	12/25				



Oakdale Irrigation District  
1205 East F St  
Oakdale, CA 95361  
Phone: (209) 847-0341  
Fax: (209) 847-3468  
[www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)

Bill To:

Sammie & Billie J. Ousley  
11994 Valley Home Road  
Oakdale, CA 95361

Received  
D/O  
DEC - 7 2016  
Oakdale ID  
Counter

## STATEMENT

Statement Date: 11/15/2016  
Statement Period: 8/1/16 - 10/31/16  
Due Date: 12/30/2016  
Current Charges: \$40.18  
Account No.: 1332  
APN: 002-057-019 Acres: 15.00  
Division No.: 08

**Amount Due: \$ 40.18**

*Remit Stub with Total Amount Due*



# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 8  
APN: 063-014-017

**SUBJECT: APPROVE DENIAL OF REQUEST TO CANCEL FIRST INSTALLMENT PENTALIES ON 2017 ID41 MAINTENANCE & OPERATIONS CHARGES (APN: 063-014-017 - COLEMAN)**

**RECOMMENDED ACTION:** As none of the legal conditions of WC 26000 are met staff has no choice but to recommend denial under OID policy.

## **BACKGROUND AND/OR HISTORY:\**

Staff spoke with Aty Coleman's daughter-in-law regarding Ms. Coleman's first installment late penalties placed on her account. Staff reiterated that below referenced policy and water code, however, she asked that this issue be brought to the Board of Directors due to their extenuating circumstances. Ms. Coleman has not been late since she purchased the property located at 2607 Tioga Avenue. In accordance with Board Policy and California Water Code section 26000, the Board shall order the Treasurer, to cancel or modify an assessment when it finds that any property has been either:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in district.

Any other cancellation or modification to charges not mentioned in Section 26000 shall be submitted to the Board of Directors for consideration. The customer has been notified of this item being before the Board today but has not responded as to whether they will attend or not.

Staff's position is that none of the above circumstances applies and Ms. Coleman's penalties were properly assessed.

**FISCAL IMPACT:** \$75.00

## **ATTACHMENTS:**

- Customer's Correspondence dated February 16, 2017

## **Board Motion:**

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

## **VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

RECEIVED

FEB 23 2017

OAKDALE ID

Mrs. Aty Coleman  
2607 Tioga Avenue  
Oakdale, CA 95361  
209/847-2370

February 16, 2017

Kathy Cook  
Chief Financial Officer  
Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Dear Kathy,

I have asked my daughter-in-law, Lori Coleman, to prepare this letter for me to request a waiver of the \$75 late fee that has been applied to my OID account for the assessment payment which was due December 30, 2016 but that you actually received on January 3, 2017.

In reviewing my account, you will find I have never been late nor missed a scheduled payment in the past. I am 84 years old and am on a fixed income. I pay all of my own bills and take pride in paying each of them on time and in full.

During the months of November and December I experienced some difficult and challenging circumstances. I learned that my daughter had been diagnosed with breast cancer. As a result, I spent several weeks during that time in Napa, where she lives, to help out with her family needs. When I returned from one such visit, I picked up my accumulated mail at the post office and found my OID assessment billing. Since it was due at the end of the year, I set it aside to pay in mid-December. My time away from home ended up being more extensive than I originally planned, as I was also called upon to provide Christmas vacation childcare for my younger daughter, a single mother who lives in El Dorado Hills. In the midst of these weeks away, my checkbook was stolen from my purse. This resulted in having to close my checking account and get a new one. It was not until my family was all in Oakdale to celebrate our Christmas together on December 30<sup>th</sup> that I finally had my temporary checks and could review my outstanding bills with my son. You will note that my December assessment payment was check #1003 (a temporary check) and was written on December 30, 2016. It did not occur to me to leave my family celebration to bring my payment to your office that day. Rather, I walked my payment into the OID offices, as I always do, on the first business day you were open after the 30<sup>th</sup>, which was January 3<sup>rd</sup>.

I hope my letter helps you to better see my circumstances and understand that I was acting in good faith. Kathy, please share my letter with the members of the OID Board of Directors in hopes that they may find it in their hearts to remove the late fee. I would greatly appreciate such a kind gesture.

Sincerely,



Aty Coleman

# BOARD AGENDA REPORT

Date:	March 7, 2017
Item Number:	9
APNS:	014-008-004
	014-017-001

---

**SUBJECT: APPROVE DENIAL OF REQUEST TO CANCEL FIRST INSTALLMENT PENALTIES ON 2017 WATER DELIVERY FEES AND VOLUMETRIC WATER CHARGES (APN: 014-008-004 & 014-017-001 - HILARIDES)**

---

**RECOMMENDED ACTION:** As none of the legal conditions of WC 26000 are met staff has no choice but to recommend denial under OID policy.

---

## BACKGROUND AND/OR HISTORY:

As stated in the attached letter from RaeAnn Alger, on behalf of the Cross-A-Dairy, their check was written on December 29, 2017 and mailed out the same day. The District did not receive their payment until January 3, 2017. The 2017 first installment Water Delivery Fees and the 2016 Volumetric Charges were due at the District office by 5:00 PM on Friday, December 30, 2016, and postmarks are not accepted. Upon Staff review, none of the below Water Code sections are applicable to the customer's request. In accordance with Board Policy and California Water Code section 26000, the Board shall order the Treasurer, to cancel or modify an assessment when it finds that any property has been either:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in district.

Any other cancellation or modification to charges not mentioned in Section 26000 shall be submitted to the Board of Directors for consideration. The customer has been advised of this matter being on the agenda and has advised they would not be in attendance.

**FISCAL IMPACT:** \$676.05

## ATTACHMENTS:

- Customer Correspondence dated February 27, 2017
  - OID's correspondence to Customer dated February 16, 2017
- 

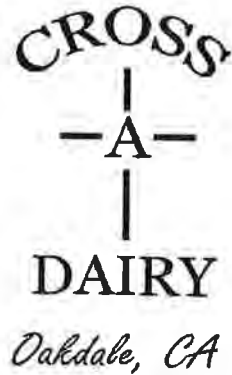
## Board Motion:

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

## VOTE

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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



February 27, 2017

OID Board:

I am writing to ask if it would be considered that our late fees of \$676.05 would be waived for the bills that were due December 30, 2016.

These are the following accounts that had the late fees:

Account: 1974 – 102.54 late fee  
Account: 1974 – 33.02 late fee  
Account: 2172 – 408.81 late fee  
Account: 2172 – 131.68 late fee

Account 1974 has been sent to the physical address, not the mailing address. I will be switching this with Kathy.  
Account 2172 has been sent to the correct mailing address.

I do not work in my office everyday, especially with the holiday season being so busy! I enter and pay bills in Quickbooks according to due dates. I wrote check #5703 for \$6760.42 on 12/29/16 along with my other checks and brought them to the post office. You should have received it on Friday 12/30/16, Saturday the 31<sup>st</sup> at the latest. Monday January 2 was considered a holiday and my late fees were posted on Tuesday January 3 by your office.

I had every intention of paying this bill on time as I do on all of my bills from various vendors. I do understand all the stipulations you have in place for receiving payments, but since the late fee of 676.05 is pretty high, I decided to bring it to your board hoping for a waiver of the fee.

Thank you for your time!

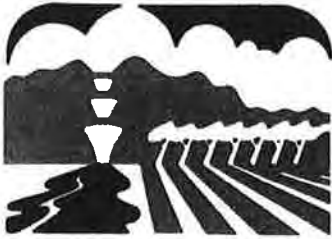
RaeAnn Alger  
209-605-0684

**5420 DODDS RD. \* OAKDALE, CA 95361**



COPY

February 16, 2017



Cross A Dairy, LP  
Attn: Raeann  
4125 Bentley Road  
Oakdale, CA 95361

**RE: DISTRICT POLICY REGARDING DELINQUENCIES**

Dear Raeann:

Thank you for giving us the opportunity to explain the District's policy (Policy) regarding delinquencies. As I stated on the phone, the Policy is in accordance with the State of California Water Code (Code). The Board did allow for flexibility in the due date. Instead of December 20<sup>th</sup> as stated in Article 1, Section 26076 of the Code, the due date was extended to Friday, December 30, 2016 allowing additional time for customers to make their payments.

Both the Water Delivery Charge billing and the Volumetric Billing were sent out on or about November 15, 2016. Customers had 45-days to make their payment. It is unfortunate that your payment was not received until January 3, 2017, at which time penalties were applied in accordance with Policy.

I have provided you with the following information:

- OID's Resolution setting Agricultural Water User Rates for the Water Year 2017 and the applicable Codes regarding delinquent payment and penalties.
- OID's Resolution setting Rules Related to Irrigation Water Service Policy and the applicable Codes regarding cancellation or modifying charges.
- Copies of both of your November bills that state that the account is delinquent if payment is not received by 5:00 PM on the Due Date at the District Office. Additionally, the bills stated that "Postmark Dates Will Not Be Accepted."

I hope this information will give a better understanding of the District's policies and help avoid any future penalties being applied to your account. If you wish to present to the District's Board of Directors a request to cancel penalties, please submit your request in writing to me. I will then place your request on the next Board's agenda. Please contact me should you have any questions.

Respectfully,

OAKDALE IRRIGATION DISTRICT

A handwritten signature in black ink that reads "Kathy Cook".

Kathy Cook  
Chief Financial Officer





Oakdale Irrigation District  
1205 East F St  
Oakdale, CA 95361  
Phone: (209) 847-0341  
Fax: (209) 847-3468  
www.oakdaleirrigation.com

## STATEMENT

Statement Date: 11/15/2016  
Statement Period: 8/1/16 - 10/31/16  
Due Date: 12/30/2016  
Current Charges: \$330.22  
Account No.: 1974  
APN: 014-008-004 Acres: 73.74  
Division No.: 03

**Amount Due: \$ 330.22**

*Remit Stub with Total Amount Due*



Bill To:

Ronald & Florene Hilarides  
4125 Bentley Road  
Oakdale, CA 95361

Received

JAN 03 2016

Oakdale ID

### CROSS A DAIRY, LP

5703

#### OAKDALE IRRIGATION DISTRICT

Date	Type	Reference	Original Amt.	Balance Due	12/29/2016 Discount	Payment
11/15/2016	Bill	014-008-004 Volumetric	330.22	330.22		330.22
11/15/2016	Bill	014-008-001 Volumetric	1,316.77	1,316.77		1,316.77
11/17/2016	Bill	014-008-004 WDF	1,025.36	1,025.36		1,025.36
11/17/2016	Bill	014-017-001 WDF	4,088.07	4,088.07		4,088.07
				Check Amount		6,760.42

Received

JAN 03 2016

Oakdale ID

Cash in Bank of Stock

6,760.42

RETURN THIS STUB WITH FIRST INSTALLMENT PAYMENT.

APN: 014-008-004

Assess Year: 2017

Account No: 1974

Ronald & Florene Hilarides



Received

JAN 03 2016

Oakdale ID

"Amount Due" ----->

\$1,025.36

"Date Due" ----->

12/30/2016

1ST INSTALLMENT DELINQUENT IF NOT PAID ON OR BEFORE **DECEMBER 30, 2016.**

**1st**  
Installment

RETURN THIS STUB WITH FIRST INSTALLMENT PAYMENT.

APN: 014-017-001

Assess Year: 2017

Account No: 2172

Hilarides Trust/Hillview Dairy



Received

JAN 03 2016

Oakdale ID

"Amount Due" ----->

\$4,088.07

"Date Due" ----->

12/30/2016

1ST INSTALLMENT DELINQUENT IF NOT PAID ON OR BEFORE **DECEMBER 30, 2016.**

**1st**  
Installment



Oakdale Irrigation District  
1205 East F St  
Oakdale, CA 95361  
Phone: (209) 847-0341  
Fax: (209) 847-3468  
[www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)

Bill To:

Hilarides Trust/Hillview Dairy  
5420 Dodds Road  
Oakdale, CA 95361

Received

JAN 03 2016

Oakdale ID

## STATEMENT

Statement Date: 11/15/2016

Statement Period: 8/1/16 - 10/31/16

Due Date: 12/30/2016

Current Charges: \$1,316.77

Account No.: 2172

APN: 014-017-001 Acres: 294.00

Division No.: 03

**Amount Due: \$ 1,316.77**

*Remit Stub with Total Amount Due*



CHANGE OF ADDRESS

APN: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

If you no longer own this property, please contact our office immediately. (209) 847-0341

(THIS IS THE WORDING ON THE BACK OF THE  
VOLUMETRIC BILLING)

**IMPORTANT INFORMATION**

**ACCOUNT WILL BECOME DELINQUENT IF PAYMENT IS NOT RECEIVED BY 5:00 PM ON THE DUE DATE AT THE DISTRICT OFFICE LOCATED AT 1205 EAST F STREET, OAKDALE, CALIFORNIA 95361.**

**POSTMARK DATES WILL NOT BE ACCEPTED.**

**Penalties will be assessed on delinquent payments as follows:**

10% penalty on delinquent first installment  
(California Water Code section 26077)

**WATER WILL NOT BE DELIVERED AT THE BEGINNING OF THE 2017 TO ANY ACCOUNT WITH A DELINQUENCY.**

**PAYMENT OPTIONS**

There are several ways you can pay your OID bill.

**Online Bill Pay**

Make a one-time payment with a VISA, MasterCard, Discover, AMEX, or E-check. *Please note that there will be a coverage charge of 2.5% (minimum \$2.00) for credit card payments, and a \$2.00 flat charge for E-check payments.*

For a one-time payment go to [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com) and click on "Pay Bill Online". You will need your Online Access Code located on the front of this statement.

Payments can also be made by clicking on the "Manage My Water Account" on the website once you have established your account. You will need your Online Access Code and Account Number located on the front of this statement.

Online payments are not posted to accounts until the following business day.

**At the District office during business hours, 7:30 a.m. to 5:00 p.m.**

Payments can be made in the form of cash, check, debit or credit cards.

The District office is located at 1205 East F Street, Oakdale, California.

**At the District office after business hours.**

Place your payment in the door slot located at the front west door at the District office located at 1205 East F Street, Oakdale, California. Please only place checks in this receptacle.

**By Mail**

Mail your check payment to Oakdale Irrigation District at 1205 East F Street, Oakdale, California 95361. Postmarks will not be accepted.

## IMPORTANT INFORMATION CONCERNING YOUR BILL

ACCOUNT WILL BECOME DELINQUENT IF PAYMENT IS NOT RECEIVED BY 5:00 PM ON THE DUE DATE AT THE DISTRICT OFFICE LOCATED AT 1205 EAST F STREET, OAKDALE, CALIFORNIA 95361.

*POSTMARK DATES WILL NOT BE ACCEPTED.*

**Penalties will be assessed on delinquent payments as follows:**

10% penalty on delinquent first installment

5% penalty plus a \$5.00 service charge on delinquent second installment  
(California Water Code section 26077)

**WATER WILL NOT BE DELIVERED TO ANY ACCOUNT WITH DELINQUENCIES.**

### PAYMENT OPTIONS

There are several ways you can pay your OID bill.

#### Online Bill Pay

Make a one-time payment with a VISA, MasterCard, Discover, AMEX, or E-check. *Please note that there will be a coverage charge of 2.5% (minimum \$2.00) for credit card payments, and a \$2.00 flat charge for E-check payments.*

Go to [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com) website or [mywater.oakdaleirrigation.com](http://mywater.oakdaleirrigation.com), and click on "Manage My Water Account". You will need your *Online Access Code* located on the front of this statement.

#### At the District office during business hours, 7:30 a.m. to 5:00 p.m.

Payments can be made in the form of cash, check, debit or credit cards.

The District office is located at 1205 East F Street, Oakdale, California.

The District office is closed every other Friday. Please call to verify that we are open if you are planning on coming into the office on a Friday.

#### At the District office after business hours.

Place your payment in the door slot located at the front west door at the District office located at 1205 East F Street, Oakdale, California. Please only place checks in this receptacle.

#### By Mail

Mail your check payment to Oakdale Irrigation District at 1205 East F Street, Oakdale, California 95361. Postmarks will not be accepted.

### CHANGE OF ADDRESS

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

If you no longer own this property, please contact our office immediately at (209) 847-0341.

**(THIS IS THE WORDING ON BACK OF THE WATER  
DELIVERY FEE STATEMENTS.)**

### CHANGE OF ADDRESS

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

If you no longer own this property, please contact our office immediately at (209) 847-0341.

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-64**

**AGRICULTURAL WATER USER RATES  
FOR THE WATER YEAR 2017**

**WHEREAS**, California Water Code Section 22280, et seq. provides that the District may levy charges in lieu of assessments; and

**WHEREAS**, Water Code Section 22283 provides that the District may prescribe reasonable rules to carry out the provisions of the Water Code section 22280, et seq.; and

**WHEREAS**, said change is exempt from CEQA under Public Resources Code Section 21080(a) (8); and

**WHEREAS**, on October 21, 2014, the District accepted and approved the increase in agricultural water user rates as identified in Exhibit A as the maximum that could be imposed without being subject to the requirements of Article XIII D(6) of the California Constitution; and

**WHEREAS**, the District declares the following:

- (1) The revenues derived from these rates do not exceed the funds required to provide subject properties related services.
- (2) The revenues derived from the rates will not be used for any purpose other than that for which the rates are imposed.
- (3) The amount of a rate imposed shall not exceed the proportional cost of the service; and

**NOW BE IT RESOLVED AND ORDERED**, the District desires to implement Agricultural Water User Rates for the 2017 water year to remain the same as the 2016 water year as follows:

- (1) FIXED CHARGE to be implemented.
- (2) VOLUMETRIC CHARGE to be implemented.
- (3) DROUGHT SURCHARGE will not be implemented.
- (4) Three-percent ANNUAL INFLATION will not be implemented.

**BE IT FURTHER RESOLVED**, that all charges as identified in this Resolution shall be applicable to each separate parcel, as shown on the District records of Stanislaus County and San Joaquin County Assessor's Parcel Maps.

**BE IT FURTHER RESOLVED**, that each said fixed charge shall be collected in two equal installments, the first of which is due on December 30, 2016, and the second on June 20, 2017. If payment for the first installment is not received in the District office by 5:00 p.m. payment will be considered delinquent, and penalty charges will be made according to current policy. If payment for the second installment is not received in the District office by 5:00 p.m. payment will be considered delinquent, and penalty charges will be made according to current policy.

**BE IT FURTHER RESOLVED** that the District shall charge and collect, in accordance with California Water Code sections 26077, the following penalties on fixed charges that become delinquent:

Fixed Charge

Ten percent (10%) on the first installment.

Five percent (5%) on the second installment plus \$5.00 service charge.

**BE IT FURTHER RESOLVED** that each volumetric billing is due within 30 days of said statement date. Irrigation water deliveries will continue if not paid by the aforementioned due date, and no penalties will be applied. If the current year's volumetric charges are not paid by Friday, December 29, 2017 at 5:00 p.m. at the District office, penalties will be applied. Postmarks will not be accepted.

**BE IT FURTHER RESOLVED** that the District shall charge and collect, in accordance with California Water Code sections 26077, the following penalties on volumetric charges that become delinquent:

Volumetric Charge

Ten percent (10%)

**BE IT RESOLVED** that said volumetric charge will be billed for the following periods:

- Start of the irrigation season through May 31<sup>st</sup> each year,
- June 1<sup>st</sup> through July 31<sup>st</sup>, each year,
- August 1<sup>st</sup> through the end of the irrigation season each year.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that parcels of lands with outstanding current year charges as of December 31<sup>st</sup> each year will not be furnished irrigation water for the subsequent irrigation season until these charges are paid in full.

**BE IT FURTHER RESOLVED**, that this resolution supersedes any other previous resolution relating to the above subject matter.

Upon motion of Director Osmundson, seconded by Director Doornenbal, and duly submitted to the Board for its consideration, the above titled resolution was adopted this 1<sup>st</sup> day of November 2016.

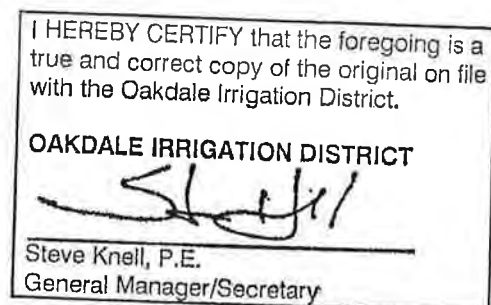
**OAKDALE IRRIGATION DISTRICT**



Steve Webb  
President



Steve Knell, P.E.  
General Manager/Secretary



**EXHIBIT A****SCHEDULE OF AGRICULTURAL WATER USER RATES  
2017****FIXED CHARGE**

\$27.81 per acre (with a minimum rate of \$55.62)

**VOLUMETRIC CHARGE**

**Tier 1:** \$ 3.24 per acre-foot per acre / up to 3 acre-feet

**Tier 2:** \$ 6.44 per acre-foot per acre / for each additional acre-foot up to 5 acre-feet

**Tier 3:** \$ 8.55 per acre-foot per acre/ for each additional acre-foot up to 7 acre-feet

**Tier 4:** \$10.71 per acre-foot per acre / for each additional acre-foot up to 8 acre-feet

**Tier 5:** \$21.37 per acre-foot per acre / for each additional acre-foot over 8 acre-feet

**DROUGHT SURCHARGE – *Not implemented***

\$6.28 per acre



# California

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**DIVISION 11. IRRIGATION DISTRICTS [20500 - 29978]** ( *Division 11 added by Stats. 1943, Ch. 372. )*

**PART 10. ASSESSMENTS [25500 - 26677]** ( *Part 10 added by Stats. 1943, Ch. 372. )*

**CHAPTER 5. Delinquency [26075 - 26138]** ( *Chapter 5 added by Stats. 1943, Ch. 372. )*

**ARTICLE 1. Date and Penalties for Delinquency [26075 - 26083]** ( *Article 1 added by Stats. 1943, Ch. 372. )*

**26077.** The collector shall collect on delinquent assessments for the use of the district the following penalties:

(a) When assessments are not payable in installments, 5 per cent.

(b) When assessments are payable in installments:

(1) On the first installment, 10 per cent.

(2) On the second installment, 5 per cent.

(*Added by Stats. 1943, Ch. 372.*)





# California

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**DIVISION 11. IRRIGATION DISTRICTS [20500 - 29978]** ( *Division 11 added by Stats. 1943, Ch. 372. )*

**PART 10. ASSESSMENTS [25500 - 26677]** ( *Part 10 added by Stats. 1943, Ch. 372. )*

**CHAPTER 5. Delinquency [26075 - 26138]** ( *Chapter 5 added by Stats. 1943, Ch. 372. )*

**ARTICLE 1. Date and Penalties for Delinquency [26075 - 26083]** ( *Article 1 added by Stats. 1943, Ch. 372. )*

**26076.** Whenever assessments are payable in installments the first installment if unpaid is delinquent at 5 p.m. on December 20th of the year in which the assessment was levied, and the second installment if unpaid is delinquent at 5 p.m. on the following June 20th. The whole amount of completion assessments if unpaid shall become delinquent on December 20th notwithstanding that assessments in the district are payable in installments. If any of the dates of delinquency in this section or in Section 26075 fall on a Saturday, Sunday or a state holiday, the assessment due on that date becomes delinquent at 5 p.m. on the next business day.

(Amended by Stats. 1957, Ch. 995.)

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2016-51  
REPLACEMENT OF RESOLUTION NO. 2015-96**

**RULES RELATED TO IRRIGATION WATER SERVICE POLICY**

**WHEREAS**, Water Code section 22280, et. seq., (hereinafter identified by "Section" only) of the California Water Code ("Water Code") provides that the District may levy charges in lieu of assessments; and

**WHEREAS**, Section 22283 provides that the District may prescribe reasonable rules to carry out the provisions of Section 22280, et. seq.; and

**WHEREAS**, Section 25655 provides that a district may in lieu in whole or in part of levying the annual assessment for district purposes, use any revenue derived prior to or during the next ensuing calendar year from charges which the district may fix and collect pursuant to Section 22280; and

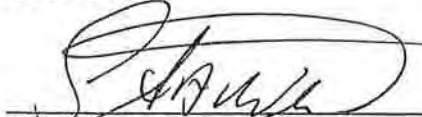
**WHEREAS**, the District desires to adopt certain rules, charges and penalties to implement said provisions;


**BE IT RESOLVED** that this resolution replaces Resolution No. 2015-096.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Board of Directors of Oakdale Irrigation District desires to implement the attached Rules Related to Irrigation Water Service Policy effective July 20, 2016.

Upon motion of Director Santos, seconded by Director Altieri and duly submitted to the Board for its consideration, the above-titled resolution was unanimously adopted this 6<sup>th</sup> day of September 2016.


**OAKDALE IRRIGATION DISTRICT**

  
\_\_\_\_\_  
Steve Webb  
President

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

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file with the Oakdale Irrigation District.

**OAKDALE IRRIGATION DISTRICT**

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

# **OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS**

**Subject:** **RULES RELATED TO IRRIGATION WATER SERVICE  
POLICY**

**Policy and Procedure No.:**

**Responsible Department:** **All Departments**

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## **PURPOSE**

The District has certain rules to implement its charges related to irrigation water service and related fees.

## **SCOPE**

This policy and procedure applies to all Departments.

## **POLICY AND PROCEDURE**

1. Annually, on or about November 1, the Board of Directors shall fix rates, charges and fees, including water "delivery" and "volumetric charges for the services specified in *California Water Code* Section 22280, et seq., (hereinafter identified by "Section" only) to be collected in lieu of levying annual assessments for such services. Revenue derived from such charges shall be used for District purposes in lieu of revenues from assessments.
2. All fees and costs associated with the website on-line payment will be the responsibility of the customer.
3. Applications for Surface Irrigation Water Abandonments received from landowners prior to December 31 shall be considered effective for the current billing period, if approved by the District and all prior year water charges are paid. Applications will remain valid only during the current billing period. A new application and application fee will be required for a new billing period. All current charges are considered due and payable as billed until final approval of the Agreement by the Board. Penalties and service charges applied to original charges will remain as billed, even when abandonment is completed, approved and original charges revised.

Applications received from landowners after December 31 shall be effective for the next year's billing period.

4. Section 22282.1 provides that the district may refuse service to any land if outstanding charges for services already rendered such land have not been paid within a reasonable time.

The District may refuse to furnish water to any parcel of land if outstanding charges for water or services already furnished or rendered to such land (including penalties) have not been paid in full by December 31<sup>st</sup> of that year.

5. Section 25929 provides that the District shall accept payment of current year charges tendered while prior charges are delinquent at the instructions of the landowner. However, water service will continue to be withheld until all prior delinquent charges, penalties, and costs have been collected.
6. The Board shall order the Treasurer, in accordance with Codes Section 26000, to cancel or modify, as may be proper, an assessment when it finds that any property has been either:
  - (a) Assessed in any year more than once.
  - (b) Assessed by reason of a clerical error for more than its cash value.
  - (c) Computed for assessment on an excessive acreage.
  - (d) Assessed while not in district.

Any other cancellation or modification to charges not mentioned in Section 26000 or in this resolution shall be submitted to the Board of Directors for consideration.

7. On order of the Board, in accordance with Section 26001, any assessments, penalties or costs thereon, or portions thereof, shall be refunded by the treasurer if they were either:
  - (a) Paid more than once.
  - (b) Erroneously or illegally collected.
  - (c) Paid with respect to property not in the district and which has never been in the district.

Any other refund of charges not mentioned in Section 26001 or in this resolution shall be submitted to the Board of Directors for consideration.

Overpayment on accounts resulting in a credit shall remain on account and applied to subsequent charges; unless otherwise requested by customer or if change in property title occurs.

Error made in payments not more than \$2.00 may be written-off by the Chief Financial Officer.

8. Section 22284 provides that when any charges fixed under *Water Code* section 22280, et seq., for water or other services become delinquent, they shall be collected by one or more of the procedures specified in Section 25806, including the placement of delinquent water charges and other related charges on the County Tax Roll in which the real property is situated.

Section 25806(2)(b) provides for where the County assumes the responsibility of collection pursuant to Chapter 7 (commencing with Section 26500), the amount of the unpaid charges may be added to and become part of, the annual charges levied upon the real property upon which the water for which the charges are unpaid was used and upon the real property subject to the charges for any other district services and shall constitute a lien on that real property upon recordation of the order confirming the assessment in the office of the county recorder of the county in which the real property is situated.

9. On or about July 15 of each year, the District shall notify those customers delinquent in the payment of water charges and other related charges, for the prior year's delinquent charges, of the District's intentions of the placement of delinquent accounts on the County Tax Roll in which the real property is situated.
10. When title to property within the District is transferred, the entire current year charges, as well as any and/all delinquent charges, shall be due and payable irrespective of the due dates. Title and escrow companies shall be notified accordingly when inquiries are made in connection with pending escrows.
11. In accordance with Penal Code, Section 498 – "Theft of Utility Services" and Water Code Section 22225, the District shall impose fees for the recovery of damages for the unauthorized diverting of water or tampering with OID water conveyance facilities.

When a fee is assessed for the unauthorized diverting of water or tampering with OID water conveyance facilities a written notice shall be mailed to the offender by certified mail. If the fee is not paid after fifteen days from receipt of the written notification, the offender's gate will be locked until paid. The requirement to pay the fine will not be waived during any assertion of innocence or error by the offender, however, the Board has full discretion to hear any matter brought before it on the matter and refund all or a portion of the fine based on individual circumstances.

In addition to the fine for tampering with the system, the offending party will be billed for all water that potentially was withdrawn from the OID system at the out-of-district water rate currently in effect. The volume determined to be withdrawn without authorization shall be determined by the Water Operations Manager.



# California

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**DIVISION 11. IRRIGATION DISTRICTS [20500 - 29978]** (*Division 11 added by Stats. 1943, Ch. 372.*)

**PART 10. ASSESSMENTS [25500 - 26677]** (*Part 10 added by Stats. 1943, Ch. 372.*)

**CHAPTER 4. Collection [25925 - 26003]** (*Chapter 4 added by Stats. 1943, Ch. 372.*)

**ARTICLE 4. Modification and Refund of Assessments [26000 - 26003]** (*Article 4 added by Stats. 1943, Ch. 372.*)

**26000.** A board shall order the collector to cancel or modify, as may be proper, an assessment when it finds that any property has been either:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its full cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in the district.

(*Added by Stats. 1943, Ch. 372.*)

**26001.** On order of the board any assessments, penalties or costs thereon, or portions thereof, shall be refunded by the treasurer if they were either:

- (a) Paid more than once.
- (b) Erroneously or illegally collected.
- (c) Paid with respect to property not in the district and which has never been in the district.

(*Amended by Stats. 1968, Ch. 780.*)

**26002.** No order for a refund under this article shall be made except upon a claim both:

- (a) Verified by the person who paid the assessments, penalties, or costs, his guardian, executor, or administrator.
- (b) Filed within three years after the making of the payment sought to be

refunded.

*(Amended by Stats. 1968, Ch. 780.)*

**26003.** The board may order the collector to cancel the uncollected assessment on any property which because of transfer to the State or another public agency is determined to be uncollectible.

*(Added by Stats. 1957, Ch. 475.)*

# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 10  
APN: N/A

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**SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT 2017-PSA-001 WITH CONTRACTOR COMPLIANCE & MONITORING, INC. AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

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**RECOMMENDED ACTION:** Approve and Authorize General Manager to Execute

---

**BACKGROUND AND/OR HISTORY:**

At the October 2016 CSDA Annual Conference, Staff attended a breakout session regarding Prevailing Wage (PW) Obligations and Changes to these obligations. Recent legislation (SB854) changed the reporting of prevailing wage projects for both the Public Works Agency and Contractors working on a public works project.

The following Best Practices for 2017 were recommended:

1. Review specifications and contracts to ensure new and updated prevailing wage language included.
2. Review protocols for filing of PWC-100 forms.
3. Revisit prevailing wage on all maintenance work.
4. Review protocol for prevailing wage enforcement.

Staff is requesting approval to utilize the above consultant for a labor compliance program audit. The consultant has been vetted by CSDA and is a "preferred" consultant in their contracting pool.

Professional Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant providing it services. The following consultant 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.

**FISCAL IMPACT:** Time and Material on an as needed basis

**ATTACHMENTS:**

- PSA Contract

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**Board Motion:**

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

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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





## PROFESSIONAL SERVICES AGREEMENT

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**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is effective as of March 7, 2017 (the "Effective Date") by and between **Contractor Compliance & Monitoring, Inc.** ("Consultant"), with offices at 635 Mariners Island Blvd, #200, San Mateo, California 94404, and **Oakdale Irrigation District**, an irrigation district organized pursuant to Division 11 of the California Water Code ("Client"), with offices at 1205 East F Street, Oakdale, California 95361.

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

1. **Services:** Consultant and Client agree Consultant will perform the services identified as defined in **Exhibit "A"**.
2. **Independent Contractor Relationship:** Consultant's relationship with Client 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. Consultant is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client. Consultant will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant 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 Consultant's performance of services and receipt of fees under this Agreement. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Consultant is an independent contractor, Client will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf. Consultant 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 Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest. Consultant warrants that, to the best of its knowledge, there is no other existing contract or duty on Consultant's part inconsistent with this Agreement.
3. **Manner of Performance:** The manner and means which Consultant chooses to complete the Work are in Consultant's sole discretion and control. In completing the Work, Consultant agrees to provide its own equipment, tools, and other materials at its own expense. Consultant shall perform the services necessary to complete the Work in a timely and professional manner consistent with industry standards.

4. **Changes/Amendments.** This Agreement may not be changed except by written amendment signed by both parties. Services not expressly set forth in this Agreement are excluded. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, in Client's reasonable discretion, to compensate Consultant for any reasonable additional costs directly attributable to the delay.
5. **Fees for Services:** The rates will be in accordance with the attached rates in **Exhibit "B"**. All rates will include payroll burdens and benefits, overhead, and profit. The rates identified on **Exhibit "B"** shall remain fixed for the duration of the Work; provided, however, that Consultant may request, in writing, a modification of such rates. Any modifications may only take effect if and after approved by the Client's Board of Directors, at which point Client and Consultant shall enter into a written modification of this Agreement to reflect such increased rates. In no event will Client be held accountable for any additional cost except in accordance with the terms and procedures of this Agreement.
6. **Payment:** Payment shall be made for undisputed invoices within thirty (30) days of receipt by Client of Consultant's invoice and per the current rate schedule attached as **Exhibit "B"**. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but within seven (7) days after receipt with an explanation setting forth the reasons in writing why the invoice is not proper. 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. If any other payment schedules are needed by Consultant, the Consultant must obtain approval before work begins. All invoices for work performed are to be sent to the Client's accounts payable department with the project name listed on the invoice.

Invoices submitted to Client for payment shall include a daily breakdown of tasks worked on, hours spent on specific tasks, and the parties performing the Work every day within the billing cycle. If the Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Work hereunder or may initiate collection proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

7. **Insurance:** Consultant shall maintain insurance with the following required coverage and minimum limits and, upon request, shall provide insurance certificates to the Client:
- Commercial General Liability: \$1,000,000 per occurrence  
\$2,000,000 aggregate
  - Auto Liability: \$1,000,000 per occurrence
  - Workers' Compensation coverage:
  - Consultant's coverage is primary and Client's coverage is noncontributory AM Best Rating A = VII or better
  - Thirty (30) day notice of cancellation

- Professional Liability not less than: \$1,000,000

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **"the Oakdale Irrigation District, its directors, officers, employees and volunteers"** as additional insured's on the General and Auto liability policies.

9. **Commercial General Liability and Automobile Liability Insurance:** Consultant 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:** Consultant 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 Client) 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. Client, 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 the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
- ii. For any claims related to the Work, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.

- iii. Any failure by Consultant 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 Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant'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:** Consultant shall waive all rights of subrogation against Client.

10. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all subcontractors 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. Consultant 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.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of work.

11. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
12. **Acceptability of Insurers:** Consultant 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 Client.
13. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation, of insurance. Consultant shall provide Client a certified copy of any and all applicable insurance policies upon request of Client. Timely renewal certificates will be provided to Client.
14. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.
15. **Indemnity:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client 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 Consultant, Consultant's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Consultant, Consultant's agents, employees, or subcontractors, or their agents, or employees, excepting only such

injury and harm as may be caused solely and exclusively by Client's sole negligence, 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 Consultant 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 Client 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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

16. **Laws, Regulations and Permits:** Consultant shall give all notices required by law and exercise due professional care to comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Consultant shall be liable for all violations of the law in connection with Work furnished by Consultant caused by Consultant's legal fault. If Consultant observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Consultant shall promptly notify Client in writing prior to proceeding with any Work in accordance therewith.
17. **Safety, Illness and Injury Prevention Plan (IIPP):** Client is not responsible for Consultant's means, techniques, sequences, or procedures, or the safety precautions and programs incident thereto. All work will be performed in compliance to the CAL/OSHA requirements and regulations. Consultant is not responsible for site safety at any site. Client or contractor will be responsible for site safety.
18. **Termination:** Either party may terminate this Agreement upon Thirty (30) days' written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued. Upon termination of the Agreement or earlier as requested by Client, Consultant shall deliver to Client any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Client Work Product or Proprietary Information of Client.
19. **Reuse of Work Products:** "Client Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Consultant in the course of any work performed for Client under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Consultant intends to use in performing the Work under this Agreement, (b) is either owned solely by Consultant or licensed to Consultant with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the Client Work Product shall be assigned to, and shall become, the property of Client and Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Client



shall have the right to make and retain copies and use all Work Products; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client will indemnify and hold Consultant harmless if work product is used for other than for its original intended purpose.

The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Client does so at its sole risk and discretion and CONSULTANT shall not be liable for any claims or damages resulting from or connected with the release or any third party's use of the Work Products. If software is intended or expected to be developed under this Agreement, Client shall execute a software license Agreement acceptable to Consultant.

If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client 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.

20. **Proprietary Information:** Consultant agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Client'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 Client'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, designs, developments, 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 Client. Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Client'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 Consultant from a third party without confidential limitations, (3) it has been independently developed for Consultant by personnel or agents having no access to the Client Proprietary Information, or (4) it was known to Consultant prior to its first receipt from Client. Consultant agrees not to disclose to Client, or bring into Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Consultant.
21. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement by either party, Consultant agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with Client.

22. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based upon third party claims, shall not exceed fifty thousand dollars (\$50,000)
23. **Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
24. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicate is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.
25. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operations expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.
26. **Miscellaneous:**
- A. This Agreement is binding upon the Client and Consultant. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
  - B. 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.
  - C. 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 Client and Consultant.
  - D. 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.

- E. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- F. 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 Client for which there might be no adequate remedy at law, and Client 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**

**CONTRACTOR COMPLIANCE &  
MONITORING, INC.**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **EXHIBIT "A"**

### **SCOPE OF WORK**

Contractor Compliance and Monitoring, Inc. (CCMI) has been in operation since 2002 and an approved Third Party Administrator of LCPs since February 2003<sup>1</sup>. CCMI's entire staff has significant expertise in the field of prevailing wage, certified payroll and apprenticeship requirements. Listed below are the services which CCMI may:

1. Provide Labor Compliance Program (LCP) compliance under the requirements of the California Labor Code.
2. Review specifications and bid and contract documents (as requested) for compliance with prevailing wage language.
3. Assist Agency with filing PWC-100.

---

<sup>1</sup> The California Department of Industrial Relations discontinued approving Third Party LCPs in 2011.

## **EXHIBIT "B"**

### **FEE AND RATE SCHEDULE**

For the services identified in Exhibit "A", Contractor Compliance & Monitoring, Inc. will be paid as follows:

<u>Title</u>	<u>Rate</u>
Technician	\$ 85/Hour
Analyst	\$ 95/Hour
Manager	\$125/Hour
Principal	\$350/Hour
Onsite Interviews	\$350/Month
Initial Fee	\$1500.00

# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 11  
APN: N/A

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**SUBJECT: APPROVE RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE OPERATING ENGINEERS LOCAL UNION NO. 3 (OPERATIONS EMPLOYEES)**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The Board of Directors discussed the Memorandum of Understanding (MOU) between the Oakdale Irrigation District and the Operating Engineers Local Union No. 3 (Operations Employees) in Closed Session on February 21, 2017. It was requested that the MOU be brought back to the March 7, 2017 Board Meeting to allow some Directors time to review the MOU. Therefore, no action was taken following Closed Session.

This agenda item is now brought back to the Board for approval.

**FISCAL IMPACT:**

**ATTACHMENTS:**

- Memorandum of Understanding
  - Resolution 2017-NIL
- 

**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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



**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE  
OAKDALE IRRIGATION DISTRICT  
AND ITS  
OPERATIONS EMPLOYEES**

January 1, 2017  
Through  
December 31, 2019

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**MEMORANDUM OF UNDERSTANDING WITH  
OPERATIONS' EMPLOYEES  
OF THE OAKDALE IRRIGATION DISTRICT**

**JANUARY 1, 2017 through DECEMBER 31, 2019**

**PURPOSE OF THE MEMORANDUM**

This Memorandum of Understanding (hereinafter "MOU") executed by and between the designated representative of the Oakdale Irrigation District, a public agency within the State of California (hereinafter "District") and the Operations Employee's Unit constitutes the results of meeting and conferring in good faith as prescribed by Section 3505 of the Government Code of the State of California. The wages, fringe benefits and working conditions set forth in this MOU have been mutually agreed upon by the signatories hereto who represent said parties.

The District is engaged in the operation and maintenance of ditches, canals and waterways for the purpose of supplying water for agriculture and other purposes, which require continuous operation. The parties acknowledge that responsibility for service rest upon both the District and its employees. The purpose of this MOU is to assist in facilitating effective services to the public by providing a framework for management of the personnel in District service. This MOU is intended to set forth obligations, rights, privileges, benefits and provisions provided and required of certain District employees.

It is not the intent of this MOU to replace or contradict any of the existing rules, regulations, administrative orders and provisions currently in existence and enforced by the District. The obligations, rights, privileges and benefits provided to the parties of this MOU shall not modify any rules, regulations, administrative orders and provisions to any greater degree than by this MOU's express terms and conditions. To the extent, there is a conflict; the express terms of this MOU will take priority.

**SECTION 1 RECOGNITION**

The District formally recognized the Operations Employee's Unit as the exclusive recognized Unit pursuant to Section 3501(b) of the California Government Code with respect to wages, hours and other terms and conditions of employment for all Operations and Distribution System Operators (DSOs) classifications.

**SECTION 2 COMPENSATION**

**2.1. Wage Increases**

2.1.1. Increases effective January 1, 2017, January 1, 2018, and January 1, 2019 are described in Appendix "A" attached.

#### 2.1.2. Pipe Crawling Pay

- (a) Pipe crawling pay is only available to Construction & Maintenance, and Distribution System Operators / Construction & Maintenance Worker classifications.
- (b) Construction & Maintenance Leadman will be paid a hazard stipend of \$5.00 for each pipe crawl confined space entry ticket performed during the day.
  - i. Stipend is for "inspection" purposes only.

### **2.2 Wages - General**

2.2.1. A list of job classifications and applicable rates of compensation is maintained on file in the District's office.

2.2.2. Employees will be paid the wage established for their job classification. A list of job classifications and applicable wage rates is set forth in Appendix "A" attached.

2.2.3. Unless otherwise agreed upon in writing, at the time of the offer for employment or promotion, all employees shall be entitled to a longevity step wage increase as follows:

- (a) A starting wage at 80% of the "Base Wage" for the classification during the probationary period.
- (b) A wage at 85% of the "Base Wage" for the classification upon completion of the probationary period.
- (c) A wage at 90% of the "Base Wage" for the classification following the completion of 6 months continuous service after the conclusion of one's probationary period in the classification.
- (d) A wage of 95% of the "Base Wage" for the classification following the completion of 12 months continuous service after the conclusion of one's probationary period in the classification.
- (e) The "Base Wage" (100%) for the classification following the completion of 18 months continuous service after the conclusion of one's probationary period in the classification.

2.2.4. When an employee's classification is changed to a lower paid classification as the result of a classification study or other actions other than performance or discipline, the employee may be placed on a "Y" rate. A "Y" rate means that the hourly compensation for the employee shall remain in effect until such time as further changes in



the pay range of the new classification exceeds the "Y" rate. During the probationary period of a promoted employee, if the employee is found to not have the necessary skills to perform in the new position he/she will be placed on a "Y" Rate Schedule and reassigned as determined by the District.

(Section 2.2.4. is also contained in the 2015 PP&P'S Section 5.204)

### **2.3 Hours – Distribution System Operators (DSO)**

2.3.1 During the irrigation season, the workweek for DSOs working the day shift commences at noon on Friday and ends on the following Friday at noon. DSOs will work a schedule consisting of seven (7) consecutive days of work followed by seven (7) consecutive days off. The normal work day shall consist of 11.5 hours, with an unpaid one-half hour lunch to be taken daily at 11:30 a.m. As set forth below, the DSOs will work a schedule which consists of one forty (40) hour workweek and one forty and one-half (40.5) hour workweek, of which one-half hour is compensated at time and one-half. The DSO shall then have seven (7) consecutive days off.

- (a) The DSO's schedule for workweek one (1) shall commence at 6:00 a.m. on Tuesday and shall conclude at 12:00 Noon on Friday.
  - i. On Tuesday through Thursday of workweek one (1), the DSO shall commence work at 6:00 a.m. and conclude at 6:00 p.m., with an unpaid one-half hour lunch from 11:30 a.m. until 12:00 Noon.
  - ii. On Friday of workweek one (1), the DSO shall commence work at 6:00 a.m. and conclude at 12:00 Noon, with an unpaid one-half hour lunch from 11:30 a.m. until 12:00 Noon.
- (b) Workweek two (2) shall commence at 12:00 Noon on Friday and shall conclude at 6:00 p.m. on Monday.
  - i. On Friday of workweek two (2), the DSO shall commence work at 12:00 Noon and conclude at 6:00 p.m.
  - ii. On Saturday through Monday of workweek (2), the DSO shall commence work at 6:00 a.m. and conclude at 6:00 p.m., with an unpaid one-half hour lunch from 11:30 a.m. until 12:00 Noon.
- (c) Following the conclusion of workweek (2), the DSO shall have off Tuesday through Monday.

2.3.2 During the irrigation season, the workweek for DSOs working the night shift commences at 11:30 p.m. on Friday and ends on the following Friday at 11:30 p.m. DSOs will work a schedule consisting of seven (7) consecutive days of work followed by seven (7) consecutive days off. The normal work day shall consist of 11.5 hours, with an unpaid one-

half hour lunch to be taken daily at 11:00 p.m. As set forth below, the DSOs will work a schedule which consists of one forty (40) hour workweek and one forty and one-half (40.5) hour workweek, of which one-half hour is compensated at time and one-half. The DSO shall then have seven (7) consecutive days off.

- (a) The DSO's schedule for workweek one (1) shall commence at 5:30 p.m. on Tuesday and shall conclude at 11:30 p.m.
  - i. On Tuesday through Thursday of workweek one (1), the DSO shall commence work at 5:30 p.m. and conclude at 5:30 a.m., with an unpaid one-half hour lunch from 11:00 p.m. until 12:00 a.m.
  - ii. On Friday of workweek one (1), the DSO shall commence work at 5:30 p.m. and conclude at 12:00 a.m., with an unpaid one-half hour lunch from 11:00 p.m. until 12:00 a.m.
- (b) Workweek two (2) shall commence at 12:00 a.m. on Friday and shall conclude at 5:30 a.m. on Monday.
  - i. On Friday of workweek two (2), the DSO shall commence work at 12:00 a.m. and conclude at 5:30 a.m. on Saturday.
  - ii. On Saturday through Monday of workweek (2), the DSO shall commence work at 5:30 p.m. and conclude at 5:30 a.m., with an unpaid one-half hour lunch from 11:00 p.m. until 12:00 a.m.
- (c) Following the conclusion of workweek (2), the DSO shall have off Tuesday through Monday.

2.3.3. The District and the Operations Employees Bargaining Unit agree to utilize an Alternative Work Schedule (AWS) of four consecutive ten-hour days, without payment of overtime as long as the employees do not work more than forty (40) hours in a seven-day period that constitutes the workweek.

- (a) In the event a holiday falls on a scheduled ten (10) hour work day, the employee will be paid eight (8) hours holiday pay and may elect to supplement the remaining two (2) hours with vacation or floater holiday pay.
- (b) The AWS will be assigned at the sole discretion of the District's Management or Supervisory employees. The District will notify the affected employees of a change in their work schedule at least five (5) working days prior to implementation of the change. This notification provides the employees with an opportunity to address personal needs. The Employees may voluntarily agree to begin work on the new schedule sooner if they wish.

- (c) AWS schedule, other than the aforementioned AWS schedule, may be requested either by the District or the employees, provided that the District and the Union Meet and Confer over the impacts of such a change.

(Section 2.3.3 is also contained in the 2015 PP&P'S Section 5.301.)

## **2.4 Overtime**

2.4.1. Overtime, for DSOs classifications, is defined as:

- (a) Time worked in excess of forty (40) hours in a normal work week.
- (b) Time worked on a non-work day.
- (c) A minimum 15-minutes of overtime pay for an off-duty DSO when an on-duty DSO calls that off-duty DSO at home for assistance. These calls require the approval of a Supervisor **prior** to the call being made.

2.4.2. Overtime for Operations, Clerical and Technical classifications, is defined as:

- (a) Time worked in excess of eight (8) hours per day and forty (40) hours per week.

2.4.3. Overtime must be approved by the General Manager, Department Head, or Supervisor and will be computed to the nearest one-quarter (1/4) hour. All employees will be expected to work overtime under specific circumstances, which shall be defined by the Department Head. Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

2.4.4. Overtime Compensation will be paid at a rate one and one-half (1-1/2) times the regular rate of pay.

2.4.5. Overtime Criteria. Overtime will be distributed as equally as is practicable among those employees who are qualified and available.

(Sections 2.4.2. through 2.4.5. is also contained in 2015 PP&P'S Section 5.305.)

## **2.5 Temporary Assignment**

2.5.1. If an Employee is temporarily assigned to the full duties and responsibilities of a higher classification, he/she will be paid a higher rate for the entire period worked in the higher classification. A Temporary Job Classification Assignment Request form must be submitted and approved in writing and in advance.

2.5.2. Construction & Maintenance ("C & M") wages will be paid when DSOs are assigned to perform C & M work utilizing the "Temporary Job Classification Assignment" form.

## **2.6 Call Back/Rest Period**

2.6.1. "Call-Back." Employees shall be entitled to a minimum of two hours pay at the appropriate overtime rate whenever they are called back to perform work after being released to go home upon the conclusion of a work shift or when called to work when they are normally off-duty.

In addition, any employee called in, or scheduled to work an entire shift on their normally scheduled day off, will be compensated at one and one half (1 ½) times the regular rate of pay for the entire shift.

(Section 2.6 is also contained in 2015 PP&P'S Section 5.308.)

### **2.6.2. "Meal and Rest Periods."**

- (a) Meal Periods: Employees working in a "DSOs" classification shall take an unpaid meal break not to exceed thirty (30) minutes long during their work shift. Such meal breaks shall be scheduled at 11:30 a.m. for the day shift and 11:00 p.m. for the night shift.
- (b) Rest Periods: DSOs are permitted one rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period and each break shall not exceed fifteen (15) minutes.

(Section 2.6.2.(b) is also contained in 2015 PP&P'S Section 5.302 II.)

## **2.7 Jury Duty**

Documented time off without loss of pay (up to four (4) weeks) shall be granted to full-time and seasonal employees called for jury duty. A full-time or seasonal employee required to serve on jury duty shall be paid the difference between his/her regular pay and the amount of the jury fee received for such duty. For the purpose of this calculation, the jury fee does not include any mileage allowance. Employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

(Section 2.7 is also contained in 2015 PP&P'S Section 5.810.)

## **2.8 Payroll Deductions**

2.8.1 The District will provide for payroll deduction of the following amounts in addition to the normal federal and state tax withholdings and benefit payments required by law:

- (a) Amounts designated by employees to be deposited in the District Deferred Compensation Plan.
- (b) The District will make the following deductions from an employee's earnings:
  - i. Medical and dental insurance contributions
  - ii. Union dues
  - iii. Other deductions agreed upon in writing by the employee
- (c) Appropriate sums shall be withheld from the paychecks of District employees for:
  - i. Federal Income Tax (Withhold Tax)
  - ii. State Income Tax
  - iii. Social Security (F.I.C.A.)
  - iv. State Disability Insurance (S.D.I.)
- (d) Union Security

(Section 2.8.1. is also contained in 2015 PP&P'S Section 5.303.)

2.8.2. The Union may have the regular dues of its members within the represented unit deducted from employees' paychecks under procedures prescribed by the District for such deductions. The Union has the exclusive privilege of dues deduction for its members.

- (a) Amounts deducted and withheld by the District shall be transmitted to the officer designated in writing by the union as the person authorized to receive such funds, at the address specified.
- (b) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in pay status during that pay period. In the case of an employee who is in non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made.

- (c) If an employee is promoted to a position, which is represented by another employee organization or to an unrepresented unit, membership dues for the former unit will not be deducted from the employee's paycheck by the District.
- (d) Indemnity and Refund. The Union shall indemnify and hold harmless the District, its Board Members and Employees from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits, judgments, penalties and any other proceedings arising directly or indirectly out of any deductions from an employee's paycheck for dues, service fees, or premiums for benefits paid to or otherwise delivered to the Union. The Union expressly agrees to defend the District, its Board Members and Employees upon the District's request, in any actions or proceedings brought against the District in connection with any deductions from an employee's paycheck for dues, service fees, or premiums for benefits paid to or otherwise delivered to the Union. The Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

## **2.9 Retirement**

2.9.1 CalPERS. The employees covered by this MOU will be entitled to participate in the retirement program as provided in the CalPERS retirement plan contract with the District. District to absorb all employer contribution increases in CalPERS costs. Any modifications to the existing retirement plan, or changes involving underwriters affecting District contribution, are subject to future negotiations.

### **2.9.2 CalPERS Classic Retirement**

- (a) Vesting occurs after five (5) full years of service. Normal retirement age is sixty (60)
- (b) Retirement benefits will be equal to two percent (2%) of average monthly final compensation times credited years of service.
- (c) Final compensation is the average monthly pay rate over the highest thirty-six (36) consecutive months of employment.
- (d) Effective January 1, 2015 CalPERS' Classic Plan Employees will pay an additional 1% of the employee's contribution; and
- (e) Effective January 1st of each subsequent year thereafter the employee shall pay an additional 1% of the employee's contribution until the employee's maximum contribution of 7% is reached (January 2020).

2.9.3 CalPERS Public Employees Reform Act (PEPRA) Retirement (Effective January 1, 2013)

- (a) Vesting occurs after five (5) full years of service. Normal retirement age is sixty-two (62)
- (b) Retirement benefits will be equal to two percent (2%) of average monthly final compensation times credited years of service.
- (c) Final compensation is the average monthly pay rate over the highest thirty-six (36) consecutive months of employment.
- (d) PEPRA employees shall contribute 50% of the expected total normal cost rate for the benefits based on the annual actuarial cost analysis provided by CalPERS.

2.9.4. Deferred Compensation – 457 Plan. The District affords the opportunity for its employees, at their own expense, to invest in a 457 deferred compensation retirement plan. The District, at its sole discretion, has contracted with two (2) separate deferred compensation plan providers. Employees may elect to invest with either plan provider.

Effective January 1, 2007, the District will contribute one-hundred percent (100%) up to a maximum of one percent (1%) of the annual salary of an employee that elects to contribute to a 457 deferred compensation plan through District payroll deductions. Employees may use .5% of the 1% employer matching contribution to reduce the employee's insurance premium contribution.

2.9.5 Retirement Health Savings Program. All employees covered under this MOU are required to participate in a Retirement Health Savings Program (RHS). At the time of retirement contributions will be made to the RHS using the employee's accrued sick leave time and will be contributed to the RHS as follows:

- (a) The first ninety (90) days at the 25% value to be contributed to the RHS Program. This is mandatory for each employee.
- (b) For sick time accrual over 90 days, employee may choose to either contribute their remaining, or a portion of, accrued sick leave time to the RHS Program, at a 50% value, or be paid out at the 50% value.

2.9.6 The District will work expeditiously in 2017, after the execution of this agreement, to setup and contract the RHS Program with the ICMA-RC Group.

## **SECTION 3 INSURANCE**

### **3.1 Health, Dental and Vision Insurance**

3.1.1. Employees covered by this MOU will be covered by the District's health, dental and vision coverage as provided by, and subject to, the provisions of Section 5.901 of the District's 2015 PP&P's. The District's health, dental, and vision insurance contribution caps are:

<b>Monthly Premium</b>	<b>HEALTH INSURANCE</b>	<b>DENTAL INSURANCE</b>	<b>VISION INSURANCE</b>	<b>TOTAL CAP</b>
Employee Only	\$407.83	\$35.35	\$20.19	\$463.37
Employee + 1	\$860.51	\$73.84	\$20.19	\$954.54
Employee + 2 or more	\$1,231.63	\$135.03	\$20.19	\$1,486.85

As an option for employees, the District will provide an alternative core Plan(s) to be chosen by the District beginning on each plan's respective renewal date that will provide coverage at no cost to the employee for their health insurance package. The benefits in the alternative core plan(s) may vary from those benefits available under the District's current plans.

3.1.2. Employees covered by this MOU will be covered by the District's Long Term Disability policy as provided by, and subject to, the provisions of Section 5.901 VI of the District's 2015 PP&P's.

### **3.2 State Disability Insurance**

3.2.1. "State Disability Insurance" payments are available to employees who cannot work because of sickness or injury not job related.

- (a) When an employee is off work and is receiving SDI benefits, payments made by SDI may be supplemented up to the base wage entitlement of that employee.
- (b) Premium costs for providing SDI coverage shall be deducted from the regular earnings of District employees.
- (c) An employee covered by SDI shall continue to receive normal paychecks to the extent that accumulated sick leave is available for such payment. The District will draw a payroll check for the difference between the employee's regular pay and that amount received from SDI to the extent that accumulated sick leave is available, and when authorized by the employee, the District will use vacation days.

(Section 3.2 is also contained in 2015 PP&P'S Section 5.806.)



### **3.3 Workers' Compensation**

3.3.1. Employees are responsible for reporting job-incurred illness or injury to their supervisor on later than the end of the shift in which the injury occurred. An employee who is absent from work by reason of injury or illness covered by workers' compensation shall continue in paid status under the following provisions:

3.3.2. Industrial Injury: When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Workers' Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available, and when authorized by the employee, vacation days.

3.3.3. During the time the employee is in "paid status" while absent from work by reason of injury or illness covered by Workers' Compensation, he/she shall continue to accrue all benefits. For the purposes of this section, "paid status" shall include that period of time during which the District coordinates benefits; i.e.; that period of time during which sick leave and vacation days are used to supplement employee earnings. Once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid by the employee. While the employee is on long-term disability status, vacation, holidays, and sick leave accruals will no longer accrue

(Section 3.3 is also contained in 2015 PP&P'S Section 5.805.)

### **3.4 Availability of Plans**

Copies of the above health and welfare plans are on file at the District office and brochures are available to covered employees.

(Section 3.4 is also contained in 2015 PP&P'S Section 5.901.)

### **3.5 Life Insurance**

Life Insurance coverage will be provided for all eligible employees. The term "Life Insurance" shall be identified to mean Twenty Thousand Dollars (\$20,000) of term life insurance for operations employees. For all new hires, the effective date for this insurance coverage is the first of any month following two full months of continuous service. The District agrees to pay 100% of the premium for this insurance.

### **3.6 Long Term Disability**

3.6.1. Long Term Disability is defined as an employee's status reached if, during any year of employment, an employee because of ill health, physical or mental disability, or for other causes beyond his/her control, shall have been continuously unable or unwilling or have failed to perform his/her duties for which hired for eighty-nine (89) consecutive days; or if, during any year of employment, he shall have been unable or

unwilling or have failed to perform his/her duties for ninety (90) days, whether consecutive or not. For the purpose of this section, "any year of employment" shall mean any period of twelve (12) consecutive calendar months.

3.6.2. Upon entering the "Long Term Disability" status, an employee may petition the Board of Directors for use of accrued vacation and/or sick leave sufficient to pay premiums as set by the District for the continuation of health, dental and vision coverage. Granting or denial of said petition shall be at the sole discretion of the Board based on their evaluation of the circumstances in each case. A granting in one case shall not be construed to have set a precedent when reviewing other cases.

(Section 3.6 is also contained in 2015 PP&P'S Section 5.901.)

### **3.7 Employee Assistance Program (EAP)**

The District will offer at no cost to the employee an Employee Assistance Program (EAP) chosen by the District. The EAP offers information, consultation, and counseling for employees and their immediate family members for issues related to financial or legal problems, family or workplace violence, alcohol and drug abuse, and other areas as well.

(Section 3.7 is also contained in 2015 PP&P'S Section 5.901.)

## **SECTION 4 LEAVES/HOLIDAYS**

### **4.1 Vacation**

4.1.1. The annual vacation is intended to provide the full-time employee with a period for rest and relaxation. The scheduling of vacations shall be specified to suit the convenience of the District operations. All long vacations must be scheduled a minimum of two weeks before the date of departure subject to Section 4.1.5. of this MOU. For vacations of 3 consecutive days or less, only 2 working days' notice need be given. Under special circumstances, the Departmental Head may waive these notice requirements upon receiving the General Manager's approval.

4.1.2. "Schedule of Benefits." Vacation days earned shall be based on the following schedule of benefits for each year of continuous service accrued from the date of hire and may be taken after completion of one's probationary period.

#### **Schedule of Benefits:**

<u>Employment Anniversary</u>	<u>Days of Annual Vacation Accrued</u>
1st to 5th year	10
6th to 12th year	15
13th to 19th year	20
20 years and over	25

- (b). Operation Employees, excluding the clerical and technical unit can bank up to eighty (80) hours of overtime (one hundred twenty (120) hours regular pay comp. time) at the equivalent of one and one-half (1½) times regular pay for use during inclement weather days during the non-irrigation season with the Department Head's approval. Determination of inclement weather days are at the sole discretion of the Department Head. Remaining time will be cashed out on the first pay period in April of each year
- (c) Clerical and technical employees may bank up to thirty (30) hours of comp-time (forty-five (45) hours of regular pay) for use during the year. The use of comp-time is contingent upon the Department Head's approval. Remaining time will be cashed out on the first pay period in April of each year.

4.1.3. "Minimum Periods of Leave Accounting." Vacation, and floater days off must be taken in periods of no less than fifteen (15) minutes, and shall be scheduled with the Department Head, and approval of the General Manager, with due regard for the wishes of the employee and with particular regard for the needs of the District. All such requests shall be submitted in writing on the proper form.

4.1.4. "Holiday on Vacation." A holiday falling within a vacation shall not be counted as a day of vacation. When a holiday falls within an employee's vacation period, he/she may take the day immediately preceding or immediately following his/her vacation.

4.1.5. "Irrigation Season Vacation Use." DSOs may take "time-off" from their normal work schedule during the irrigation season, conditioned as follows:

- (a) Any employee taking such a "time-off" leave shall be required to first use accrued vacation time. If employee has an insufficient number of vacation time accrued on the records of the District, the employee shall use any accrued "Floater Holidays." If an insufficient number of "paid" days remain on the Districts books the employee may be granted a short leave of absence as provided within the 2015 PP&P's. Under such circumstances the "time-off" will not constitute a "break in one's continuous service", nor shall it result in an employee having to reimburse the District for the costs of providing health care benefits.
- (b) The "time-off" block is not additional paid time-off, it is merely a means to permit District DSOs to enjoy a brief period of rest and relaxation during the irrigation season. To receive pay during such a leave the employee must use accrued vacation time or accrued Floater Holidays.
- (c) DSOs will be allowed to take up to six (6) days' vacation (separately or in one block of time) off during irrigation season based on the Department Head's approval and ability to conduct efficient District operations.

4.1.6. "Vacation at Termination/Retirement." Accrued but unused vacation, at the time of an employee's termination or retirement shall be administered as follows:

- (a) If an employee terminates and has accrued and unused vacation, he shall be paid for each day recorded in District records.
- (b) An employee who retires and has earned any unused vacation and sick leave may elect either of the following options:
  - i. Continue to work until the date of retirement and be paid for accrued and unused vacation and sick. At the time of retirement employees will receive twenty-five percent (25%) of their wages accumulated in unused sick leave up to ninety (90) days and fifty percent (50%) of the actual value of unused accumulated sick leave for all day in excess of ninety (90) days.
  - ii. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.
- (c) If option (2) is selected, deductions from vacation pay will be the same as if employee is actually on the job and health care coverage will continue to be provided under various group programs through the vacation.
- (d) As of January 1 of each year, an Operations Bargaining Unit employee can hold no more than fifty (50) vacation days in reserve. The District shall permit all Operation's Bargaining Unit employees to "buy" back" a portion of their individually accrued and unused vacation days once each calendar year. Any such buy-back shall not exceed a maximum of fifty percent (50%) of the vacation days accrued during a normal calendar year by the requesting employees and a minimum of five (5) accrued vacation days must remain in the employee's accrual bank. Unless otherwise specified, the hourly rate of pay for such days bought back by the employee shall be the normal hourly rate of pay earned by the employee. A written request shall be submitted to the General Manager at any time during the calendar year. The District shall issue payment to the requesting employee within thirty (30) days after the date of the written request.

4.1.7. "Sick Leave Not Vacation." Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification the employee would be unfit for duty. Upon return to work, an employee shall present to his/her supervisor a doctor's verification slip for those days during the vacation that was used as sick leave.

4.1.8. "Payment of Vacation Only After Earned." No vacation shall be paid prior to it being accrued.

(Section 4.1. is also contained 2015 PP&P'S Section 5.802.)

## **4.2 Sick Leave**

4.2.1. The employees covered by this MOU will receive the sick leave benefits provided under Section 5.803 of the District's 2015 PP&P's.

4.2.2. Sick leave will accrue at a maximum rate of 8 hours per month and shall be deducted with the number of hours the employee is scheduled to work on the sick leave day.

(Section 4.2 is also contained in 2015 PP&P'S Section 5.803.)

## **4.3 Holidays**

4.3.1. "Eligible Employees" are those District employees holding full-time positions, except as otherwise provided herein, will be entitled to the following holidays off with 8 hours pay when they fall on a work day in the basic workweek:

New Year's Day	Thanksgiving Day
President's Day	Friday immediately following
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Veteran's Day	

4.3.2 Each eligible employee shall receive on an annual basis, two individual Floater Holidays. For eligible employees hired hereafter, Floater Holidays shall be accrued on the basis of one- one third (1 1/3) hours per month during their first calendar year of employment. Thereafter, all eligible employees shall be credited with two Floater Holidays on January 1 of each calendar year. Employee must give 24 hours' notice prior to taking except under emergency circumstances. The minimum amount of Floater Holiday time to be used is one hour. The District can deny request if it conflicts with operations. If employee has not used floater by January 1st of the year after it was earned, the day shall accrue as a vacation day and become subject to provisions of Section 5.802 of the District's 2015 PP&P's .

4.3.3. "Holiday on Saturday or Sunday." When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday.

4.3.4. "Absence Before or After a Holiday." If an employee is absent from work on either the work day prior to the holiday or the work day following the holiday while on: (a)

non-workers compensation leave of absence, (b) dock time, or (c) without permission, he will not receive pay for the holiday.

4.3.5. "Board-Ordered Holiday." The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

4.3.6. "Holiday Substitution." In conjunction with any holiday, a regular workday may be substituted for a Saturday with prior approval of the Board of Directors upon the recommendation of the Department Heads and the General Manager. The Saturday worked must be in advance of the workday to be taken off, and field and shop personnel must comply with the change. The Saturday worked will be treated as a workday, and the workday taken off will be treated as a non-work day.

(Section 4.3 is also contained in 2015 PP&P'S Section 5.801.)

4.3.7. "Dock Days." During the non-irrigation season, District employees may be allowed to take short term unpaid leaves of absence known as "Dock Days," as approved in writing by the General Manager in accordance with Section 5.813 of the District's 2015 PP&P's. Except when used to cover a rained out day or a personal emergency, notice of intent to take a dock day must be given prior to the end of the preceding shift. Failure to do so will result in an unexcused absence.

- (a) The District shall pay the premium costs for the employee's health, vision, dental, and life insurance plans for the maximum of two dock days per calendar month during the non-irrigation season.

(Section 4.3.7. is also contained in 2015 PP&P'S Section 5.813 I.)

#### **4.4 Funeral Leave**

4.4.1. In the event of a death in an employee's immediate family (spouse, domestic partner, son, daughter, mother, father, brother, sister, half-brother, half-sister, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, grandmother, grandfather), the employee may take a maximum of five (5) days leave (one of which shall be the date of the funeral) without loss of pay for the purpose of bereavement, making necessary arrangements and attending the funeral.

4.4.2. An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The General Manager is vested with full discretion to evaluate the circumstances and make the determination. Attendance at funerals requiring absences of more than five days will be charged to vacation or Floater Holiday accounts.

(Section 4.4 is also contained in 2015 PP&P'S Section 5.809)

#### **4.5 Appointment Time**

All eligible employees shall be afforded up to ten (10) hours per year to attend a pre-scheduled medical appointment for the eligible employee and/or the employee's spouse and eligible dependents. Appointment time taken must be during physicians' office hours and pre-approved in writing by the employee's Department Head. The General Manager must approve all requests for appointment time over two (2) hours. Any appointment time not used by the end of the calendar year will be forfeited. To be an eligible employee, one must earn sick leave.

(Section 4.5 is also contained in 2015 PP&P'S Section 5.804.)

### **SECTION 5 WORKING CONDITIONS**

#### **5.1 Amendments to the Personnel Rules**

All references to the District's 2015 Personnel Policies and Procedures (PP&P's) in this MOU mean those particular "Oakdale Irrigation District Personnel Policies and Procedures adopted by the District's Board of Directors by Resolution dated August 18, 2015 as may be amended from time to time, after consultation with recognized organizations.

#### **5.2 Pay Periods/Payday**

Wages will be paid at bi-weekly intervals as follows: Wages will be paid within 7 calendar days following the end of the pay period. Any paychecks not picked up by 4:00 p.m. on payday will be mailed.

(Section 5.2 is also contained in 2015 PP&P'S Section 5.303.)

#### **5.3 Posting of Jobs**

5.3.1. The employees covered by this MOU may bid on job openings outside the bargaining unit pursuant to the District's 2015 PP&P's.

5.3.2. When the District intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on all designated bulletin boards. Employees shall have fourteen (14) calendar days to apply for the position. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the District may seek other applicants. The fourteen (14) calendar day posting period in-house may be reduced or waived when management is faced with emergency circumstances.. The remaining provisions are contained in Section 5.207 of the District's 2015 PP&P's.

## **5.4 Definitions**

5.4.1. The District typically has at least four different types of employees based upon the anticipated length of service and the regularity with which the employee is expected to work.

These types of employees are as follows:

- (a) Regular employees are employees who are anticipated to work the same hours at the times of days and weeks on a regular re-occurring basis. These employees may be either part-time or full-time regular employees.
  - i. A full-time regular employee is an employee normally scheduled to work 40 or more hours a week;
  - ii. A part-time regular employee is an employee normally scheduled to work less than 40 hours a week.
- (b) Classification as a regular employee is not a promise or guarantee of the availability of any specific hours of work per week or any pay in lieu of hours of work per week.

5.4.2. "Temporary Employees." A temporary employee is an employee who is hired to either perform a specific job of short duration and/or who is hired to work for a specific limited duration.

### **5.4.3. "Probationary Employee."**

- (a) A probationary employee is an employee who is serving a trial period to demonstrate his or her ability to perform the job for which she or he was hired or otherwise transferred into and to further exhibit the characteristics of an employee who will make a total positive contribution to the overall operation of the District.
- (b) A newly hired employee who completes his or her probationary period will be considered a regular employee.
- (c) An in-house probationary employee serving a probationary period as a result of a job promotion or transfer shall already have attained regular employee status at the start of their probationary period.

(Section 5.4.1. through 5.4.3. is also contained in 2015 PP&P'S Section 5.201.)

5.4.4. "Probationary Period." An employee shall not attain seniority in any classification until he has completed a probationary period of six (6) months continuous



service to a full-time position with the District. The term continuous service as used in this provision and as pertains to wage percentage increases means uninterrupted service with the District as defined in Section 5.4.3., which service may not be interrupted by unauthorized absences, or interruption of service due to illness, or authorized leave of absence. Such interruptions or unauthorized absences may result in the extension of the six (6) months probationary period, termination of employment, or the commencement of a new probationary period based on the specific circumstances.

- (a) During the probationary period of a new employee the individual may be terminated by the District for any reason with or without cause.
- (b) During the probationary period of a promoted employee, if the employee is found to not have the necessary skills to perform in the new position he/she will be placed on a "Y" Rate Schedule and reassigned as determined by the District.

(Section 5.4.4. is also contained in 2015 PP&P'S Section 5.204.)

## **5.5 Safety**

The safety program provided by the District's 2015 PP&P's and the District's Injury and Illness Prevention Program is incorporated herein by reference as presently provided and as it may be amended from time to time to comply with state and federal law.

## **5.6 Examination and Continuing Education**

5.6.1. "Medical Exams for Required Licenses and Certificates." The District will provide a medical exam for all employees required to have a special license or certificate. Persons bidding for new jobs, or new employees, will be required to obtain the required license or certificate at their own expense in order to meet that requirement to qualify for the promotion. The District will designate the physician who will give the exam. The expense to renew the license or certificate shall be borne by the District with the prior written approval of the General Manager.

(Section 5.6.1. is also contained in 2015 PP&P'S Section 5.202 VI.)

5.6.2. "Training and Development." The District encourages the improvement of services by providing opportunity for employee training and it is the intent of the District that requests that fit the criteria set below will not be unreasonably denied. Compulsory training may be required as a condition of continued employment. Such training programs may include lectures, courses, seminars, demonstrations, reading matter or other devices for improving job performance; however, where required, the District shall pay all directly-related expenses. An employee shall be reimbursed for the cost of tuition and books where he or she has completed a course of study which is directly related to a present job classification or one wherein he or she aspires to be promoted to a higher

related classification with the prior written approval of the General Manager. That portion of the cost and the approval to participate in such course(s) of study will be determined by the General Manager upon weighing the benefits to the District. The reimbursement shall only be available upon completion of the course with a grade of 70% or better.

(Section 5.6.2 is also contained in 2015 PP&P'S Section 5.903.)

## **5.7 Return to Work Policy**

5.7.1. Purpose: To provide a productive temporary work assignment for an OID employee, "employee," injured on the job or otherwise and temporarily unable to perform the duties of the employee's regular work assignment due to a documented physical or medical reason.

5.7.2. Scope: This policy and procedure applies to all Departments.

5.7.3. Policy and Procedure: This policy will provide a standard return to work method for employees of the OID to resume productive workplace activity following injury or illness from which the employee is expected to recover. The intent of the policy is to improve workplace morale by creating an environment that allows employees who have suffered injury or illness to be productive individuals and enable the department to continue to meet its goal of providing efficient service.

### **5.7.4. Communication**

- (a) Upon notification by the employee's treating physician that the employee is unable to perform his regular work assignment, the employee must notify his department head immediately. The employee shall obtain a current job description and forward it to the treating physician for his review in evaluating the employee. The physician will complete the "Attending Physician's Return to Work Recommendations Record." It is the employee's responsibility to assure that the General Manager is provided the Attending Physician's Return to Work Recommendations Records with specific temporary physical limitations indicated within twenty-four (24) hours or as soon as practicable.
- (b) The General Manager will provide the employee's department head with documentation regarding the temporary physical limitation, if any, indicated by the employee's treating physician if injury or illness is work related and limited duty is prescribed.
- (c) The department head may approve a temporary work assignment upon receipt of a written evaluation from the employee's treating physician. Each temporary work assignment will be reviewed, assessed and either extended or terminated by the General Manager on a week-by-week basis. A "Modified Work Assignment" will be completed by the supervisor

and signed by the employee, supervisor and the General Manager. Approval of temporary work assignment under this section shall not be unreasonably denied.

5.7.5. Limited duty will not extend beyond sixty (60) calendar days from the date of injury without an evaluation by the employee's treating physician and approval from the General Manager. Employees unable to perform regular duties with sixty (60) calendar days from the date of injury must re-qualify for limited duty through evaluation by their treating physician or revert to workers' compensation indemnity payment, accumulated sick leave, FMLA or vacation benefits if available. Approval of an extension of temporary work assignment under this section shall not be unreasonably denied.

(Section 5.7 is also contained in 2015 PP&P'S Section 5.507.)

## **5.8 Alcohol and Controlled Substance – Supplemental Testing Program for Safety Sensitive Positions.**

The parties agree that the following District policy shall be in full force and effect for all operations employees as designated below:

### **5.8.1. Purpose**

The purpose of this Supplemental Testing Program for Safety Sensitive Positions ("Program") is to augment the Oakdale Irrigation District's ("District") Drug and Alcohol Abuse Policy. The purpose of the Program is to:

- (a) Further enhance safety in the workplace for all employees
- (b) Promote employee health
- (c) Maintain a high level of quality in the service to the public
- (d) Improve productivity
- (e) Provide protection against public liability
- (f) Promote the public's trust in the District.

5.8.2. **Statement of Non-Tolerance:** The use of alcohol or illegal drugs during work hours is not permitted nor tolerated. The after effects of off-site alcohol or illegal drug use is not permitted nor tolerated. It is not the intent of this policy, nor the desire of the District and its agents, to terminate any person's employment as a result of this policy. However, it is recognized that employees sometimes make choices which conflict with established District policies. Any employee whose violation of these regulations is discovered either through investigation and/or by drug screening may be terminated from employment.

5.8.3. **Maximum Allowable Levels:** A maximum allowable blood-alcohol level while at work is 0.02. There are no allowable amounts of any illegal drug.

5.8.4. Recovery Assistance for Employees: Recovery assistance is available to any employee with a chemical and/or alcohol dependency at any time while the policy is in effect. An employee who voluntarily discloses his/her own chemical and/or alcohol dependency, either to his/her department head or to the General Manager, will be referred to a recovery program for substance abuse counseling and treatment. Such disclosure must occur prior to the employee being informed of an impending drug test. The District is not financially responsible for any counseling and treatment. The employee may attend any treatment program that is approved by Management. Regardless of the program selected, the employee must authorize the release of medical information to Management so that recovery progress may be monitored. While off of work for treatment, the employee may use paid time off or leave without pay. Paid or approved unpaid leave will be afforded to the employee only if the employee is drug-free and is making satisfactory progress in a Management-approved treatment program. After the employee has, in the opinion of Management, made sufficient progress in his/her recovery, the employee may return to work in his/her former position, if appropriate. Failure to comply with every requirement of the program and this policy will be considered to be non-compliance and may result in termination.

5.8.5. Screening Process: Employees and potential employees may, at appropriate times, be tested for the presence of controlled substances in their bloodstreams. This testing is performed via urinalysis sample (urinalysis or, in the case of alcohol, Breathalyzer), at the District's expense. Actual testing may be performed in the laboratory, at the office, or at some other appropriate location, and at all times the employee's privacy will be protected to the maximum extent practical. Testing will begin on or after July 1, 2007.

**Please note: An employee who is directed to take a drug screening test and refuses to take that test will be terminated from employment.**

The testing for the presence of controlled substances in the bloodstream may be required by, but are not limited to, the following situations:

- (a) Employees Involved in an Injury Accident or Property Damage Accident. Employees involved in an injury accident (requiring more than simple first-aid treatment) and/or employees involved in a property damage accident (wherein the amount of the property loss is estimated to exceed \$1,000) will be tested as soon as practical following the accident.
- (b) Discovery of Controlled substances and Drug Paraphernalia. Employees having reasonable access to areas where controlled substances and/or drug paraphernalia are discovered may be required to be tested.
- (c) Employees in "Safety Sensitive Positions. Employees in "safety sensitive" positions will be randomly tested. "Safety Sensitive" positions include all positions which, as a normal course of business require the employee to operate District vehicles or equipment other than office equipment, or those positions in which the employee's performance,

reflexes, and/or judgment impact the safety of others. The following positions at the District are classified as "safety sensitive:"

All job classifications except Administrative Support and Finance Department Classifications.

This list of positions may be changed without notice based on changes in duties, prevailing laws, or other substantive reason.

- (d) Recovering Employees. Employees who volunteer for recovery treatment during the introductory grace period will be randomly tested after they return to duty.

5.8.6. Random Testing Selection Methodology: A third party administrator (TPA) will be used for the random testing selection. The TPA will select which of the classified employees will be tested and which dates. The TPA will operate within parameters that provide one (1) test per classified employee per calendar year. If the selected classified employee has been tested under the Department of Transportation (DOT) Program within the calendar year then the classified employee will not be subject to additional testing under the Safety Sensitive Drug Testing Program. If an employee is not available for testing on the date designated by the TPA, or the laboratory is not available to perform the test on the designated date, the employee will be tested on the next available work day.

5.8.7. Testing Procedure and Criteria: On the day that the employee is scheduled for a drug screening, he/she will be informed of the screening by his/her supervisor, department head, or other person of authority. The employee will be provided paid time and transportation to travel to the medical facility to provide the sample. As of the date of this policy, the designated location where drug screening generally will be performed is:

Oak Valley Occupational Health Center  
1420 West "H" Street, Suite C  
Oakdale, CA 95361  
(209) 847-5310

- (a) The location generally used for drug screenings may be changed without notice.
- (b) The employee may travel to the screening location alone or in the company of another designated employee or officer of the law, depending upon circumstances. The employee is to check in at the check-in counter of the medical facility and provide picture identification (such as a driver license). When instructed by the medical staff, the employee will proceed to the test collection area.

- (c) Alcohol breath tests shall be conducted on site with instant results provided. The technician administering the test will explain the procedure and identification verification. When instructed, the employee will blow into a tube until the signal to stop is given. A read-out of the concentration of alcohol in the bloodstream will immediately appear on the test apparatus. If the test results exceed the allowed limit (0.02%), the employee will be given a re-test after a brief wait (generally 10-20 minutes). If a re-test is administered, the procedure described in this paragraph will be repeated.
- (d) Drug screening examinations are conducted via urinalysis. The technician administering the test will explain the procedure and identification verification. The employee may be asked to provide the technician with a list of medications that the employee has ingested in the past 30 days. The employee will sign an authorization for the test to be performed. The employee will be asked to wash his/her hands. The employee will then be provided with a receptacle and directed to the authorized bathroom, where the employee will be afforded privacy. The employee will urinate into the receptacle provided and, when finished, return the receptacle to the technician. The employee will then again be directed to wash his/her hands.
- (e) The technician will conduct two preliminary tests immediately on site and in the presence of the employee. One test is a temperature reading to ensure that the temperature of the urine sample is within the appropriate range of temperatures for urine recently eliminated from the body. The other test is a substance test that ensures that the fluid in the receptacle is indeed urine as opposed to some other liquid. Once those tests are complete, the technician will explain the identification and chain-of-custody information to the employee. The employee will initial the unique chain-of-custody identification number and sign the completed test form.
- (f) Subsequently, the urine sample is tested for the presence or absence of certain substance groups. Concentrations of substances in the urine sample are measured in nanograms per milliliter (abbreviated ng/ml). Each substance group will have a minimum measurement reading, below which the test result is to be reported as "negative" (absent of any amounts of the substance). Urine samples that have concentrations of tested substances greater than the minimum measurement reading will be reported as "positive" (controlled substances present). If a test result for a substance group is positive, a second test methodology known as Gas Chromatography Mass Spectrophotometry (CGMS) will be conducted. The CGMS procedure tests the urine for exact substances within the substance in the group, generally with a lower minimum confirmation concentration. The CGMS produces a molecular "fingerprint" of the substance in the bloodstream.

5.8.8. For non-D.O.T. required urine samples, the initial screening conducted is for the following groups at the stated minimum measurements:

<u>Substance Group</u>	<u>Minimum Positive Measurement</u>
Amphetamine	300 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Cannabinoid	50 ng/ml
Cocaine Metabolite	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates	300 ng/ml
Phencyclidine	75 ng/ml
Propoxyphene	300 ng/ml

(Section 5.8 is also contained in 2015 PP&P's Section 5.504 Revised 01/27/17.)

### **5.9 Uniform Policy**

The purpose of this policy is to establish a uniform, safety shoe, and safety glass guidelines for Oakdale Irrigation District (District) employees in order to maintain consistency throughout all departments in regards to dress, as well as to clearly and professionally identify employees to the public and fellow employees. See the District's 2015 PP&P's Section 5.405 for entire policy. .

### **5.10 Cell Phone Policy**

The intent of the cell phone policy is to set a reasonable standard of conduct for employees as it relates to the District issued cellular phones. The policy attempts to recognize the uniqueness of the work we do; the rural locations we work in; the long hours away from family; and the recognition that contact with employees' families is at times necessary during the course of work.

Also of increasing concern to the District are the dangers of distracted driving and the safety of its employees. There is a growing danger on our roads by talking, texting, and/or emailing while driving. The use of cellular phones while driving poses a significant safety risk to motorists, their passengers, pedestrians, and others on the road. See the District's 2015 PP&P's Section 5.603 for entire policy.

## **SECTION 6 ADMINISTRATIVE PROCEDURES**

### **6.1 Grievance Procedure**

6.1.1. "Purpose." A grievance procedure has been established for the following purposes:

- (a) To promote improved employer/employee relations by establishing an appropriate, orderly and equitable procedure for the presentation and resolution of misunderstandings and disputes between the District and its employees.
- (b) To provide a method of resolving such claims as closely as possible to the date of origin and as informally as possible. It is the intent of the parties to review and resolve grievances at the lowest possible level.
- (c) To encourage free communication between supervisors and employees.

#### 6.1.2. "Definitions."

- (a) Grievance - A grievance is defined as a claim by an employee that the District has violated, misinterpreted or misapplied a term and condition of employment established by this MOU or a written rule, regulation, ordinance, procedure and/or policy of the District, provided, however, that such term or condition of employment is not a subject outside of the scope of representation as defined in Section 3500 et seq. of the Government Code.
- (b) Working Days - Working days are defined as regularly scheduled working days, excluding Saturdays, Sundays and holidays.
- (c) Party - As used in this section, the term "party" means an employee, the Union, the District or their authorized representatives.

6.1.3. "Grievance Procedure Steps for More Serious Discipline." The procedures outlined in this subsection are only for those grievances pertaining to suspensions, demotions, or terminations from employment for cause.

#### Step One: Mediation

An employee who has a grievance pertaining to suspensions, demotions, or terminations from employment for cause shall submit the grievance in writing to the General Manager within ten (10) working days after the employee knew or reasonably should have known of the occurrence of the cause of the grievance.



The written grievance shall state the specific provision of the MOU or the written rule, regulation, ordinance, procedure or policy alleged to have been violated, misinterpreted or misapplied, any facts known at that time to that employee to support his or her position, and any proposed remedy.

Upon receipt of such request, the General Manager and the Union shall submit a joint request to the California State Mediation & Conciliation Service to appoint a mediator. The parties shall work cooperatively to schedule a mediation hearing as soon as reasonably practicable.

#### Step Two: Advisory Arbitration

If the grievance is not resolved in Step One to the satisfaction of the grievant, the aggrieved employee may initiate advisory arbitration by submitting a request in writing to the General Manager within ten (10) working days after the conclusion of mediation.

Upon receipt of the request for advisory arbitration, the General Manager shall request that the State Mediation & Conciliation Service provide a list of seven (7) names of arbitrators. An impartial arbitrator shall be selected from that list with each party alternately striking one name until a single name remains. Alternately, the parties can agree to mutually select a single arbitrator either from that list or otherwise.

Upon being selected, the arbitrator shall convene an arbitration hearing as soon as practicable. No later than three (3) working days before the arbitration hearing each party shall present to the other a list of witnesses he/she/it intends to call along with a brief statement of the nature of the testimony, copies of any documents and descriptions of all other evidence each party intends to introduce at the hearing if not previously provided. The parties shall not be barred from producing any witnesses or documents and descriptions of evidence not exchanged if there is a showing of good cause as to why such information should be allowed to be presented as determined by the arbitrator. However, the parties shall be allowed to present rebuttal evidence.

At the arbitration hearing, each party shall have the opportunity to present material and relevant evidence and to cross-examine witnesses.

The fees and expenses of the arbitrator shall be shared equally by the Union and the District. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs.

At the conclusion of the advisory arbitration proceeding and no later than thirty (30) calendar days after conclusion of the proceeding, the arbitrator

shall render an advisory decision to the parties which should state the reasoning behind it and present the evidence relied upon by the arbitrator.

Either party may appeal said advisory decision of the arbitrator to the Board of Directors within ten (10) working days of the date the advisory decision was mailed to the party pursuant to the procedures in Step Three.

The costs of a transcript shall be borne by the appealing party. If both parties appeal then the costs of the transcript shall be shared equally by the Union and the District.

#### Step Three: Board of Directors

The aggrieved employee may appeal said advisory decision of the arbitrator in Step Two within ten (10) working days after the mailing of the advisory decision of the arbitrator by submitting a written request to the General Manager asking for a hearing before the Board at its next regular meeting.

Likewise, if the General Manager wishes to appeal the advisory decision of the arbitrator, the General Manager shall within ten (10) working days after the decision of the arbitrator submit a request to the President of the Board of Directors asking for a hearing before the Board of Directors.

The Board of Directors shall be provided with the advisory decision of the arbitrator, a transcript if applicable, a copy of the written grievance and any responses thereto and all evidence that was part of the record for the advisory arbitration hearing. At the hearing, the parties shall be afforded the opportunity to present oral argument and written briefs to the Board of Directors.

The Board of Directors shall respond to the grievance at their next regular meeting following the meeting at which the grievance was heard or within twenty (20) working days after the hearing.

6.1.4. "Grievance Procedure Steps for Matters Other Than More Serious Discipline." The procedures outlined in this subsection are for all other grievances other than those grievances pertaining to suspensions, demotions, or terminations from employment for cause.

#### Step One: Supervisor

Employees who have a grievance shall first take it up informally with their immediate Supervisor within ten (10) working days after they knew or reasonably should have known of the occurrence of the cause of the

grievance. The immediate Supervisor shall meet with the employee to discuss the problem in an effort to clarify the issue and to cooperatively work toward a resolution.

#### Step Two: Department Head

If the grievance is not resolved within ten (10) working days after its submission in Step One, the employee shall submit the grievance in writing stating the specific provision of the MOU or the written rule or policy alleged to have been violated, misinterpreted or misapplied, any facts known at that time to that employee to support his or her position, and any proposed remedy.

This written grievance shall be submitted to his or her Department Head within ten (10) working days after the meeting with his or her immediate Supervisor. The Department Head shall meet with the employee within ten (10) working days after submission of the grievance and shall deliver his/her answer in writing to the employee within ten (10) working days after such meeting.

#### Step Three: General Manager

If the grievance is not resolved in Step Two, the aggrieved employee will submit his or her grievance in writing stating the specific provision of the MOU or the written rule, regulation, ordinance, procedure or policy alleged to have been violated, misinterpreted or misapplied, any facts known at that time to that employee to support his or her position, and any proposed remedy. This written grievance shall be submitted to the General Manager within ten (10) working days after the Department Head's answer is received. The General Manager shall meet with the employee within ten (10) working days after receiving the grievance and shall deliver his/her answer to him or her in writing ten (10) working days after such meeting.

#### Step Four: Board of Directors

For those grievances not resolved in Step Three, the aggrieved employee will submit the grievance in writing to the Board of Directors through the General Manager, within ten (10) working days after the conclusion of Step Three asking for a hearing before the Board at its next regular meeting.

This time limit may be extended to a definite date by mutual agreement of the employee and the General Manager or by the General Manager alone in order to comply with the Brown Act.

The Board of Directors shall be provided with the written grievance and any written responses thereto for review. At the hearing, the parties shall be afforded the opportunity to present oral argument to the Board of Directors. Written briefs will be presented at the discretion of the Board.

The Board of Directors shall respond to the grievance at their next regular meeting following the meeting at which the grievance was heard or within twenty (20) working days after the hearing.

#### 6.1.5. "General Provisions."

- (a) Upon receiving an employee request, the General Manager, or his/her designee, may approve the use of regular working hours for an employee to meet with his/her representative to prepare and present the grievance; otherwise, such meeting must be held off the job. Requests for use of regular hours for grievance preparation shall not be unreasonably denied.
- (b) If a grievance is not filed within the time limit, it is waived. If appeal is not made within the time limits indicated, the grievance will be considered to be settled on the basis of the last decision rendered. Any grievance not responded to by the District within the prescribed time limits shown will have automatically been advanced to the next higher step unless the time limit is extended by written mutual agreement.
- (c) Unless otherwise agreed upon by the parties all grievance materials, correspondence and decisions shall be placed in the personnel file of the grievant.
- (d) Employees are assured freedom from reprisal for using the grievance procedure.

(Section 6 is also contained in 2015 PP&P'S Section 5.409.)

## **6.2 Layoff Rule**

### "Layoff/Reduction in Forces."

- (a) When the Board of Directors determines it is necessary to reduce the working staff of the District for lack of work or lack of funds or for other causes outside of the worker's control, the District shall determine the classifications in which the reduction is to be made and the number of positions to be affected. Reduction in staff within the designated classifications shall occur in the following order:

- i. Employees who have temporary status only.
  - ii. Employees who are newly hired probationary.
  - iii. Part-time regular employees.
  - iv. Full-time regular employees.
- (b) Among part-time and full-time regular employees, those having the highest seniority with the District shall be retained provided they have the necessary skill and ability to perform the required work efficiently and without training. This process shall be defined as "bumping".

Any such employee desiring to utilize the bumping process shall notify the District General Manager in writing within five (5) calendar days of the date of notice of layoff. Failure to do so constitutes a forfeiture of the right to bump based on seniority.

- (c) Recall from Layoff. Full-time employees who are laid off will be given preference in filling future vacancies, for which they are fully qualified, without limitations or restrictions, for a period of one year, provided Section 5.210 I.E. of the District's 2015 PP&P'S has not taken effect. However, they shall adhere to the terms of the layoff and advise the District of any change of address.
- (d) District will attempt to give employees notice of any reduction in staff at least two weeks prior to the effective date.
- (e) Exceptions to the order of layoff and recall as they are otherwise affected by employee eligibility based on seniority may be made by the District on the basis of documented negative performance, or documented disciplinary action(s), or special qualifications required by the District.
- (f) To provide stability in the work force, an employee who is laid off and elects to "bump" another employee with lesser seniority in another classification shall be precluded from using the bidding process for openings in other classifications for a period of one year.
- (g) For Operation Employees who have been laid off, benefits shall be handled in the following manner:
- i. Vacation: accrues during period of employment only.
  - ii. Seniority and Retirement: accrues according to the time worked – interruption for lack of work or funds has no negative effect on seniority earned.
  - iii. Health Care: available during period of employment in accordance with the medical plan in effect. Continuance coverage is available under COBRA law.

## **SECTION 7 MISCELLANEOUS**

7.1. Employees are required to supply the District with a telephone number where he/she can be reached during emergencies. The District shall not disclose telephone numbers to anyone other than Supervisors who must make emergency calls.

(This section is also contained in 2015 PP&P'S Section 5.212.)

7.2. Employees who are laid off are free to work at any job available to them during such lay off and will continue to maintain recall rights as set forth in Section 6.2.1(c) of this MOU

7.3. District will provide for up to six (6) DSOs per year to obtain Class "B" drivers' licenses. Applications for this opportunity will be at the discretion of the General Manager.

7.4. Notations on an operation employee's time card referencing "unexcused" or "excused" will no longer be made.

## **SECTION 8 CARE AND RESPONSIBILITY OF TOOLS AND EQUIPMENT**

Sections 5.501 and 5.601 of the District's 2015 PP&P'S are incorporated herein by reference in its form and as it may hereafter be amended from time to time.

## **SECTION 9 BOARD PACKET**

Oakdale Irrigation District agrees to provide one free copy of the Board packets to be picked up by OE3 at the District Office typically on the Friday afternoon before each Board Meeting.

## **SECTION 10 ACCESS TO PLANT BY UNION REPRESENTATIVE**

The duly authorized Business Representatives of the Operating Engineers Local No. 3 (hereinafter "OE3") may meet with a member of the bargaining unit on District's premise for matters relative to the employer's compliance with the MOU. After receiving permission from the District's General Manager or his/her designee, the representative may meet with the employee either in the field or at the District's headquarters, at the option of the District's General Manager. While on the District's property or premises the Business Representative shall not interfere with the District's work nor solicit union membership. The District's General Manager is under no obligation to relieve any employee other than at normal break times. The OE3 shall provide the District with the name of its duly authorized Business Representative. There shall be no more than one such representative. While on District's property or at such location the Business Representative will observe, all District's safety rules.

## **SECTION 11 NON-DISCRIMINATION STATEMENT**

"Non-Discrimination." The District and Operations Employee's Unit fully and without reservation subscribe to the public policies of the United States and the State of California as expressed in all applicable statutes that are necessary to protect and safeguard the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of race, religion, sex, gender, gender identity, national origin, age, disability, ancestry, medical condition (related to cancer or genetic characteristics), marital status, veteran status, citizenship status, sexual orientation, or any other characteristic protected by law.

## **SECTION 12 NO STRIKE - NO LOCKOUT**

12.1. The District agrees that so long as this MOU is in effect, there shall be no lockouts. The curtailing of any operation or a part thereof for business reasons shall not be construed to be a lockout. The Operations and DSOs Employee's Unit agrees that so long as this MOU is in effect, there shall be no strikes, sit-downs, slow-downs, stoppage of work, boycott or any other unlawful acts that interfere with the District's operations for any reasons whatsoever. So long as the parties are meeting and conferring with regards to the renewal of this MOU this provision will continue in effect beyond the MOU's expiration until one party delivers to the other 10 days written notice of its desire to terminate this MOU.

12.2. The Operations and DSOs Employee's Unit will make every bona fide effort possible to prevent and/or terminate any strike or any other violation of this provision. These efforts shall include, but not be limited to, urging the employees to return to work or otherwise terminate their conduct that violates this provision; advising the employees that their conduct is a violation of the labor MOU; advising the employees that they are subject to discipline up to and including discharge; advising the employees that such discipline is not subject to the grievance provision of this MOU and, if the Officers and/or Stewards are employees of the District, they shall return to work if ordered to do so by the District.

12.3. Any violation of this provision may be the subject of disciplinary action, including discharge, and such action or the District's determination of the facts upon which such action is based may not be raised as a grievance under this MOU.

12.4. The District and the Operations Employees' Unit further agree that in the event there is a lockout or strike during the term of this MOU by either party, the other party shall have a right to obtain an injunction ordering the lockout and/or strike to end and ordering the return to work by all employees. The party locking out or striking waives its right to challenge venue of the court in which the injunction is sought and further waives any right that it may have to notice by the other party that such injunction proceedings are being commenced or that a preliminary injunction or temporary restraining order is being sought. The parties recognize that a violation of this provision causes the other irreparable harm, which cannot be adequately compensated for by the award of damages. However,

such injunctive relief does not waive the right to damages that the non-violating party may have.

## **SECTION 13 AGENCY FEE**

### **13.1 Employee Rights**

13.1.1. The District and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

13.1.2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose, either: to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 13.6 below.

### **13.2 Unit Members' Obligation to Exclusive Representative**

13.2.1. A bargaining unit member who does not fall within one (1) of the exempted categories as set forth in Section 13.6 below, and who has not voluntarily made application for membership in the Union within the sixtieth (60<sup>th</sup>) day following the date upon which said employee has been formally hired by the District as a bargaining unit employee, must as a condition of continued employment in the District pay to the Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said unit member, who is not a member of the Union.

13.2.2. In the event that a unit member does not become a member of the Union or pay such fees directly to the Union, the District shall begin automatic payroll deduction. There shall be no charge to the Union for such mandatory agency fee deductions.

13.2.3. Prior to beginning such automatic payroll deduction, the Business Representative of the Union will certify, to the District in writing that the employee whose pay is to be affected by the deduction has: 1) refused to join the Union; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Section 13.6 herein. In addition, the Union must also certify that it has provided the employee with a copy of the fee verification required by Section 13.5 herein.

### **13.3 Definition of Agency Fee**

13.3.1. The agency fee collected pursuant to Section 13.2 above from unit members who are not members of the Union shall be an amount not to exceed the



standard initiation fee, periodic dues and general assessments of the Union for the duration of this Agreement, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

13.3.2. Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section 13.8 herein.

#### **13.4 Exceptions**

Unit members on leave without pay and unit members who are in laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) working days upon return to paid status.

#### **13.5 Annual Verification of Agency Fee by the Union**

13.5.1. Prior to January 31st of each year and at least thirty (30) days before the initial collection of an agency fee from any unit member pursuant to these provisions herein, the Union shall submit a written certification to the fee payers verifying that the total amount of its representation fee conforms to Section 13.3 above, and notice of:

- (a) The amount of the agency fee which is to be expressed as a percentage of the annual dues per member based upon the chargeable expenditures identified in the notice;
- (b) The basis for the calculation of the agency fee; and
- (c) A procedure for appealing all or any part of the agency fee. Said procedure shall be in conformance with the provisions of 8 Cal. Code Reg. § 32994.

13.5.2. All such calculations shall be made on the basis of an independent audit that shall be made available to the nonmember. Each year such amount shall be verified and submitted in writing to the fee payers by the Union prior to January 31<sup>st</sup>. The Union will submit a copy of such certification to the District. The parties agree that such annual certification is a condition precedent to the collection by either the District or the Union of a representation fee from a unit member.

#### **13.6 Employees Exempted From Obligation to Pay Union**

13.6.1. Any unit member shall be exempt from the requirements of Section 13.2 above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3501(a) of the Government Code.

13.6.2. Such exempt unit member shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the District and the Union, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the Union.

### **13.7 Escrow Account**

13.7.1. If any unit member either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied (agency fee objector), the Union shall deposit the fee, which was deducted, and place such amount into a special escrow account in an independent financial institution opened by the Union for such purposes. Escrowed agency fees that are being challenged shall not be released until after either:

- (a) Mutual agreement between the agency fee objector and the Union has been reached on the proper amount of the agency fee; or
- (b) An impartial decision maker selected pursuant to 8 Cal. Code Reg. §32994, has made his/her decision regarding the agency fee, whichever comes first.

13.7.2. Interest at the prevailing rate shall be paid by the Union on all rebated fees.

### **13.8 Procedure for a Unit Member Who Contests the Amount of the Fee**

13.8.1. The parties agree that in order to provide a uniform definition of the representation fee, any disputes involving the amount of such fee shall be referred to the Union's Agency Fee Appeal Procedure, provided that the parties have first complied with the other provisions of this section.

13.8.2. The Union's Agency Fee Appeal Procedure shall be administered in accordance with the following:

- (a) An agency fee objection shall be initiated in writing and shall be filed with an official of the Union who has authority to resolve agency fee objections.
- (b) An agency fee objection shall be filed not later than 30 days following distribution of the notice required under Section 13.5 herein.

- (c) Within 45 days of the last day for filing an objection under Section 32994(b)(2) of the California Code of Regulations and upon receipt of the employee's agency fee objection, the Union shall request a prompt hearing regarding the agency fee before an impartial decision maker.
- (d) The impartial decision maker shall be selected by the Public Employment Relations Board, the American Arbitration Association, or the California State Mediation Service. The selection among these entities shall be made by the Union.
- (e) Any party may make a request for a consolidated hearing of multiple agency fee objections based on case similarities, including but not limited to, hearing location. At any time prior to the start of the hearing, any party may make a motion to the impartial decision maker challenging any consolidation of the hearing.
- (f) The Union bears the burden of establishing the reasonableness of the amount of the agency fee.
- (g) Agency fee objection hearings shall be fair, informal proceedings conducted in conformance with basic precepts of due process.
- (h) All decisions of the agency fee impartial decision maker shall be in writing, and shall be rendered no later than 30 days after the close of the hearing.
- (i) All hearing costs shall be borne by the Union, unless the Union and the employee who is contesting the fee agree otherwise.

13.8.3. The Union shall notify the District in writing within twenty (20) days after it becomes aware that any employee disputes the amount of the fee.

13.8.4. The Union will verify in writing to the District that all of the conditions of Section 13.2.3 have been met prior to the District's initiation of the fee deductions set forth in Section 13.2.2. Thereafter, the District will notify the affected employee in writing that such deductions will commence and a copy of the Union's written verification will be attached to the District's notice. Thereafter, the District will begin the deductions.

### **13.9 Payment Method/Payroll Deduction**

13.9.1. A unit member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established representation fee as defined in Section 13.3 above, subject to the conditions set forth elsewhere in this agreement for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Section 13.2 herein.

13.9.2. The District is under no obligation to make payroll deductions for the periods during which a unit member is either terminated from active employment, or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

13.9.3. Upon the rehiring of any unit member, or upon the recalling of any unit member from layoff status, the district will resume or initiate dues deductions for such unit member.

### **13.10 Obligations of Parties**

13.10.1. District's Obligations. The District's obligation under this Article is to notify any unit member who has failed to comply with the provisions of this Section that, as a condition of continued employment with the District, such unit member must become a Union member, or pay a representation fee, or establish an exemption status and make payment pursuant to provisions of Sections 13.2 and 13.6 of this Agreement.

13.10.2. Union's Obligations. Except as specified herein, the Union and not the District, shall be responsible for requiring unit members to fulfill obligations defined herein. It is the obligation of the Union to collect any representation fees, which may be due and payable to the Union in consideration for its services as the exclusive representative of unit employees.

### **13.11 Hold Harmless Provision**

The Union shall indemnify and hold harmless the District, its board members, agents and employees from and against any and all loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suits, judgments, penalties and any other proceedings arising directly or indirectly out of the agency fee arrangement. The Union expressly agrees to defend the District, its board members, agents and employees upon the District's request, in any actions or proceedings brought against the District, its board members, agents and employees in connection with the agency fee arrangement. The Union shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the District, its board members or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Section of this Agreement. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorneys' fee incurred by the District. The District, its board members, and its agents and employees shall have the right to be represented by their own attorney in any action or proceeding in which they are a named party to the action or proceeding.

### **13.12 Filing of Financial Report**

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District and to employees who are members of the Union, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union shall, as part of the financial report also include (a) the amount of membership dues and agency fees paid by employees in the affected bargaining unit, and (b) identify the expenditure(s) that constitute(s) the basis for the amount of the agency fee.

## **SECTION 14 CONCLUSION**

### **14.1 Term of MOU**

14.1.1. This Agreement became effective on January 1, 2017 and shall remain in effect until 11:59 p.m., December 31, 2019.

14.1.2. Not more than 150 days prior to the expiration of this MOU nor less than 90, either the Operations Employee's Unit or the District shall deliver its written proposal to the other for meeting and conferring on wages, hours and other terms and conditions of employment within scope of representation. The parties shall as soon thereafter as practical meet and confer in good faith in regards to such proposals. If neither party delivers written proposals to the other not less than 90 days prior to the expiration of this MOU it shall automatically renew for a period of one year and shall annually renew thereafter on its anniversary date for periods of one year until and unless timely delivery of a proposal is made.

### **14.2 Impasse Procedure**

14.2.1. If agreement cannot be reached between the District's Board of Directors and the recognized bargaining unit or independently represented employees, the designated impasse procedures shall be as follows: The District and the employee organization or the independently represented employees, together may petition the State Mediation and Conciliation Service to provide a mediator to attempt to mediate the differences between the parties concerning the interpretation, application, and equity of the proposals being deliberated. The mediator shall not have the power to impose a resolution, but merely have the power to consult, suggest and persuade as to the particular facts of the dispute in an attempt to encourage the parties to reach an agreement.

14.2.2. If mediation is not successful, the Board of Directors retains all of the rights contained in Section 3500 et al of the Government Code and may subsequently declare an impasse.

(Section 14.2 is also contained in 2015 PP&P'S Section 5.1002.9.)

### **14.3 Invalid Provisions**

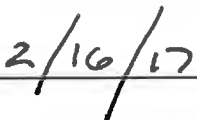
In the event that any provision of this MOU shall at any time be declared invalid by any court of competent jurisdiction or through State or Federal governmental regulations or decree, such decision, regulation or decree shall not invalidate the entire MOU. It being the expressed intention of the parties hereto that all other provisions not be declared invalid and shall remain in full force and effect. This MOU supersedes all prior MOU's between the parties hereto.

### **14.4 Re-opening**

At any time during the term of this agreement, either party may request to re-open negotiations on any existing language item or any existing benefits, provided that a legitimate reason exists. It will take the agreement of both parties to re-open negotiations. Should the negotiations fail to reach an agreement, the original language or benefits shall continue unchanged.

### **OAKDALE IRRIGATION DISTRICT**

By   
Steve Knell  
General Manager

  
Date

[Additional Signatures Follow on Next Page.]

**OPERATING ENGINEERS LOCAL UNION NO. 3  
OF THE INTERNATIONAL UNION OF OPERATING ENGINEER, AFL-CIO**

By   
Roger Thomasson  
Operating Engineers Member

2/16/17  
Date

By   
Robert Becker  
Operating Engineers Member

2-16-17  
Date

By  #24  
Lee Scully  
Operating Engineers Member

2/16/17  
Date

By   
Mike Ayres  
Operating Engineers Member

2/16/17  
Date

[Additional Signatures Follow on Next Page.]

**FOR OPERATION ENGINEERS LOCAL UNION NO. 3  
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**



Darren Semore  
Business Representative

2-16-2017  
Date

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording-Corresponding Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Public Employees Division

\_\_\_\_\_  
Date



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

**ACCEPTANCE OF MEMORANDUM OF  
UNDERSTANDING WITH THE OPERATIONS EMPLOYEES**

**WHEREAS**, on February 16, 2017 a Memorandum of Understanding was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the Operations Employees' representatives who have executed the Memorandum of Understanding and who were independently represented in the meet and confer process.

**NOW, THEREFORE BE IT RESOLVED**, that the Memorandum of Understanding is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7<sup>th</sup> day of March 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

## BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 12  
APN: N/A

---

**SUBJECT: APPROVE DONATION REQUEST OF OAKDALE SOCCER CLUB**

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**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The Planning & Public Relations Committee met on February 22, 2017 to discuss the Community Donation Application submitted by the Oakdale Soccer Club. Vice President Cherilyn Bairos attended the committee meeting and discussed the Oakdale Soccer Club's request with Directors Altieri and Webb.

The Committee recommended a donation of \$1,200 to the Oakdale Soccer Club; however, because the amount recommended exceeds the Committee's approval limit, it is being brought to the full Board.

**FISCAL IMPACT:** \$1,200

**ATTACHMENTS:**

- OID Community Donation Application
- 

**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

OID



A Century of Service

RECEIVED

FEB - 2 2017

OAKDALE ID

# OID COMMUNITY DONATION APPLICATION

The Oakdale Irrigation District allocates a budgeted amount each year for community service purposes to non-profit, non-political groups operating within the OID water service area and benefiting OID customers. In return for the donation, the OID must receive some form of promotion or recognition for their participation, including but not limited to a sign or posting or advertisement that will be seen by other OID customers.

The OID does not donate labor or equipment except as approved by its Board of Directors.

Organizations submitting a community service application for the first time are asked to provide a list of their Board members and a description of the organization.

Date of Application: 2/2/17

Requesting Organization: Oakdale Soccer Club

Mission or Purpose of the Organization: Provide a recreational soccer club to our community with transparency, integrity, collaboration & accountability

Federal Tax Identification: 81-4877089

Is this Organization Exempt from Reporting: Yes \_\_\_\_\_ No not yet

Contact Person: Cherilyn Bairus

Address: 128 School Ave Oakdale

Telephone: Day 496-1134 Evening same

Position within Organization: V.P.

Event, Program or Purpose for which Donation will be used: Recreation

Soccer program (1st year)

Goals, computer programming, flags, registration process

Event Date: practice Aug 2017 Time: games 9-17 Location: \_\_\_\_\_

Expected Number of People who will attend or be involved in the Event: \_\_\_\_\_

estimated kids - 640

Amount of Donation being Requested: 1200 -

How will District participation be recognized? We will provide

& display a 3x8 Banner using OID's Logo provided by OID

Questions Call 840-5507 or fax 847-3468 - Return completed applications to: Oakdale Irrigation District

1205 East F Street  
Oakdale, CA. 95361

Thank you



January 18, 2017

To Whom It May Concern,

We are excited to bring a new soccer club to the Oakdale community. This is an organization that is grounded in transparency, integrity, communication, collaboration, and accountability. We are thrilled to offer children in age groups U6 – U19 a recreational program, starting this year, 2017.

As a start-up nonprofit organization, we need donations from the community to help us get our program off the ground. Monetary and equipment donations are greatly appreciated to support our initial and on-going costs, which include purchasing goals, flags, and balls; preparing all legal and tax filings with the State of California and the IRS; planning and implementing our registration process; and even things like lining the fields and stocking the snack shack with product during soccer season.

To date, we have established ourselves as a California nonprofit corporation. As such, our Employer Identification Number is 81-04877089.

Registration for families to sign up their children to play soccer will open late March and continue through May. Our soccer practices and games will begin in August and commence at the end of October. Therefore, in preparation for these activities, we appreciate any support that you can provide our nonprofit organization.

Respectfully, *Cherilynn Bairos 496-1134*

Ami Poncabare, President

Cherilyn Bairos, Vice President

Cheryl Dodge, Treasurer

## BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 13  
APN: N/A

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**SUBJECT: APPROVE SPONSORSHIP REQUEST OF STANISLAUS COUNTY FARM BUREAU FOR 103<sup>RD</sup> ANNUAL MEETING OF MEMBERS**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The Planning & Public Relations Committee met on February 22, 2017 to discuss the Sponsorship request of the Stanislaus County Farm Bureau. In 2016, the District sponsored the 102<sup>nd</sup> Annual Meeting in the sum of \$1,000 (\$500 in a tunnel tour and \$500 in a check).

The Committee recommended a sponsorship of \$1,250 to the Stanislaus County Farm Bureau; however, because the amount recommended exceeds the Committee's approval limit, it is being brought to the full Board.

**FISCAL IMPACT:** \$1,250

**ATTACHMENTS:**

- Letter Dated February 2, 2017
- 

**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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



Received  
FEB 09 2017  
Oakdale ID

*103<sup>rd</sup> Annual Meeting  
"A Tribute to The Past"*

February 2, 2017

Stanislaus County Farm Bureau will be hosting our 103<sup>rd</sup> Annual Meeting this year on April 20, 2017 at the SOS Club in Modesto. This will mark our final event at this facility, which has played host to our Annual Meeting for many years. With it being our last event at the SOS Club we are hoping for a fun and nice final farewell.

In the last couple of months, Stanislaus County Farm Bureau lost two past long-standing board members, Al Brizard and George Miller. Both had many contributions to Farm Bureau and to our greater agricultural community and will be deeply missed. We will be honoring both of these great men at our event.

A fitting theme for the Annual Meeting has been chosen in "A Tribute to The Past," as we honor both Al and George and say a final farewell to the SOS Club. We are truly excited about the changes we have made to the program this year. We will be hosting the social, tradeshow, silent auction, and raffles upstairs from 5:30-7pm. Dinner will be served at 7, followed by a short business meeting, presentation of the local Imagine This Awards and presentation of our Distinguished Service Award. We will conclude the night with James Garner and his Tribute to Johnny Cash, with plenty of room to dance the evening away.

We hope you will join us for this wonderful event. Annual Meeting helps us fund our scholarships, Ag Education Event "Ag EdVenture", and purchasing animals at the fair from our group of upcoming agriculturalists. To help us grow this event and all of the wonderful causes it supports, we are asking for sponsorships of our event. Attached is all of the information regarding the sponsorship levels and what is associated with each level.

Thank you for your support of Stanislaus County Farm Bureau and agriculture. We are so appreciative of the immense support we received from our community.

Best,

A handwritten signature in cursive script that reads 'Wayne D. Zipes'.

Stanislaus County Farm Bureau



Received  
FEB 09 2017  
Oakdale ID

## 103<sup>rd</sup> Annual Meeting *"A Tribute to the Past"*

Thursday, April 20<sup>th</sup>, 2017, 5:30-9:00p.m.

SOS Club

819 Sunset Ave, Modesto, CA

### SPONSORSHIP PACKAGES

Join the Stanislaus County Farm Bureau during the 103<sup>rd</sup> Annual Meeting of Members. This event will feature exhibitors, Silent Auction and Raffle, Awards, and live entertainment featuring James Garner.

The proceeds of this event go to support the programs that promote and protect agriculture; Ag in the Classroom, Stanislaus Safety Seminar, Young Farmers and Ranchers, purchasing animals at Stanislaus County Fair and College Ag Scholarships.

Please review the sponsor packages below and choose the one that fits best for your company:

#### PRESENTING SPONSOR

**\$2,500**

- Company Name on Posters
- Logo Signage during Social Hour
- Company Name mentioned during dinner and in the program
- 1-Reserved Guest Table (seating for 8)
- 1-Display booth (Night of the event)

#### GOLD SPONSOR

**\$1,250**

- Company Name on Posters
- Company Name mentioned during dinner and in the program
- 1-Reserved Guest Table (seating for 8)
- 1-Display booth (Night of the event)

#### SILENT AUCTION TABLE SPONSOR (1 Available)

**\$1,000 + Auction Item\***

- Company Name in the program
- Logo Sign on the Silent Auction Tables
- 6 Guest Tickets to Event
- 1- Display Booth (Night of the event)
- \*Auction or Raffle item valued at \$50 or more

#### SILVER SPONSOR

**\$750 + Auction Item\***

- Company name in the program
- 1- Display Booth (Night of the Event)
- 1- Reserved Guest Table (seating up to 8)
- \*Auction or Raffle item valued at \$50 or more

#### BRONZE SPONSOR (10 available)

**\$500**

- 1- Display Booth (Night of the Event)
- 4 Guest Tickets to Event

The Stanislaus County Farm Bureau sponsorship program is adaptable to meet the needs of your organization. We can customize a sponsorship package for you, based on your needs to create a successful presentation and experience for your organization and all that attend the event. Please contact us with your request.

# BOARD AGENDA REPORT

Date:	March 7, 2017
Item Number:	14
APN:	N/A

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**SUBJECT: APPROVE RESOLUTION ADOPTING THE JOINT EXERCISE OF POWERS AGREEMENT (JPA AGREEMENT) ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY (AUTHORITY) AND DIRECT GENERAL MANAGER TO EXECUTE JPA AGREEMENT AND APPOINT AUTHORITY BOARD MEMBERS ON OID'S BEHALF**

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**RECOMMENDED ACTION:** Approve and Direct General Manager to Execute JPA and Appoint Board Members on OID's Behalf

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## **BACKGROUND:**

The Eastern San Joaquin Region SGMA Workgroup (Workgroup), of which OID is a member, was formed to help all local agencies work cooperatively toward GSA formation, establishment of a formal structure for future collaboration and coordination amongst GSAs across the entire basin and GSP completion prior to the January 31, 2020 deadline. After extensive deliberation over the last year by the SGMA Workgroup and receipt of direction from each member agencies' Board of Directors (Board), several single and multi-agency GSAs are proposed to be formed and a Joint Exercise of Powers Agreement (JPA Agreement) is proposed to be adopted to establish the Eastern San Joaquin Groundwater Authority (Authority).

The JPA Agreement will clarify the responsibilities of the GSAs during development and implementation of a single basin-wide GSP. The Workgroup as a whole acknowledges that SGMA compliance is a fluid process and therefore has intentionally allowed for some flexibility during the administration of the JPA Agreement. Under its final draft each GSA is proposed to have the independent authority to implement all aspects of the GSP within their management area, including enforcement and levying of fees, as they see fit to meet the sustainability goals. Alternatively, a GSA may wish to rely on the Authority for enforcement action or some other aspect of GSP implementation and has the option to do so upon their request. Each GSA may also withdraw from the JPA at any point in the future at their sole discretion.

The final JPA Agreement is the result of several months of review by the Workgroup member agencies and their respective legal counsels including OID's. After being presented to the Board for discussion at the February 21 Board Meeting and receiving no substantive comments, staff recommends adoption of the attached resolution approving the JPA.

Staff recommends that the General Manager be directed to execute the JPA Agreement and appoint a JPA board member on OID's behalf. Some JPA member agencies are considering "elected" officials to be seated members. Others are considering attorney appointments as JPS members. At these early stages and start-up of the JPA, OID believes that "technical" representatives should be seated board members. Those who know groundwater, know SGMA requirements and compliance and know the next steps in moving the GSA to successful implementation. After start-up and formation, the OID Board can reconsider who its seated member should be.



**FISCAL IMPACT:** An initial \$5,000 contribution upon execution of the JPA Agreement.

**ATTACHMENTS:**

- Resolution 2017-NIL
  - Joint Exercise of Powers Agreement
  - Authority Board Member Designation Form
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**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

**RESOLUTION APPROVING JOINT EXERCISE OF POWERS AGREEMENT  
ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY**

**WHEREAS**, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the Sustainable Groundwater Management Act ("Act"), Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015; and

**WHEREAS**, the Oakdale Irrigation District (OID) overlies the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Sub-basin, California Department of Water Resources Basin No, 5-22.01 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2; and

**WHEREAS**, the Act authorizes a "local agency," as defined in Water Code section 10721(n), to become a Groundwater Sustainability Agency ("GSA") and to develop and implement a groundwater sustainability plan ("GSP"); and

**WHEREAS**, OID has participated in the development of a Joint Exercise of Powers Agreement Establishing the Eastern San Joaquin Groundwater Authority ("JPA Agreement") which establishes a new public entity to be known as the Eastern San Joaquin Groundwater Authority ("Authority") for the purpose of coordinating groundwater management of the Basin, in accordance with the Act; and

**WHEREAS**, the mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to insure initial and ongoing compliance with the Act within the Basin; and

**WHEREAS**, OID has carefully considered the terms and conditions of the JPA Agreement and has determined that participation in the JPA Agreement is appropriate and in the best interest of OID.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Oakdale Irrigation District hereby approves the JPA Agreement and authorizes OID to participate in the JPA Agreement as a member of the Authority.
2. The General Manager is hereby authorized to execute the JPA Agreement on behalf of OID.
3. The General Manager is authorized and directed to take all action necessary to carry out and fulfill the requirements and purposes of the JPA Agreement.

Upon Motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7<sup>th</sup> day of March, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

## JOINT EXERCISE OF POWERS AGREEMENT

### ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and effective this 8th day of February, 2017 (“**Effective Date**”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“**JPA Act**”) by and among the entities that are signatories to this Agreement.

#### RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act”. Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015.

B. Each of the Members overlies the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Subbasin, California Department of Water Resources Basin No. 5-22.01 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

C. Each of the Members is either (i) a Groundwater Sustainability Agency (“**GSA**”) duly established in accordance with SGMA, or (ii) a “local agency” as defined in Water Code Section 10721(n) that intends to become a GSA established on or before June 30, 2017.

D. The Members desire, through this Agreement, to form a public entity to be known as the Eastern San Joaquin Groundwater Authority (“**Authority**”) for the purpose of coordinating the various GSAs’ management of the Basin, in accordance with SGMA. The boundaries of the Authority are depicted on the map attached hereto as **Exhibit A**.

E. The mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to insure initial and ongoing SGMA compliance within the Basin.

F. The Members agree that the Authority itself is not initially intended to be a GSA but the Members may elect GSA status for the Authority in their discretion at a future time as further provided herein.

**THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:**

#### ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. “**Agreement**” shall mean this Joint Exercise of Powers Agreement Establishing the Eastern San Joaquin Groundwater Authority.

EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY JPA 2017

b. **“Authority”** shall mean the Eastern San Joaquin Groundwater Authority formed by this Agreement.

c. **“Basin”** shall mean the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Subbasin, California Department of Water Resources Basin No. 5-22.01 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

d. **“Board of Directors”** or **“Board”** shall mean the governing body formed to implement this Agreement as established herein.

e. **“Coordination Agreement”** shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination of the GSPs of multiple GSAs within a basin pursuant to SGMA.

f. **“Dedicated Revenue Stream”** shall mean a revenue stream dedicated to Authority activities that has been adopted by a Member or Members in the form of an assessment or charge in accordance with applicable law.

g. **“DWR”** shall mean the California Department of Water Resources.

h. **“Effective Date”** shall be as set forth in the Preamble.

i. **“Groundwater Sustainability Agency”** or **“GSA”** shall mean an agency enabled by SGMA to regulate a portion of the Subbasin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.

j. **“Groundwater Sustainability Plan”** or **“GSP”** shall have the definition set forth in SGMA.

k. **“GSA Boundary”** shall mean those lands located within the Members’ boundaries.

l. **“JPA Act”** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*

m. **“Management Area”** shall mean the area within the boundaries of a Member or group of Members to be managed by that Member or group of Members under any GSP adopted by the Authority.

n. **“Member”** shall mean any of the signatories to this Agreement and **“Members”** shall mean all of the signatories to this Agreement. Each of the Members shall be either (i) a GSA established on or before the Effective Date in accordance with SGMA, or (ii) a “local agency” as defined in Water Code Section 10721(n) that intends to become a GSA established on or before June 30, 2017.

o. **“Other Basin Agencies”** shall mean all other governmental agencies whose jurisdictions include the land overlying the Basin or whose jurisdictions include some governmental authority over the Basin who are not Members.

p. **“SGMA”** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

## **ARTICLE 2: KEY PRINCIPLES**

2.1 The Members intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater for that portion of the Basin underlying the Members of the Authority.

2.2 The Members intend to mutually cooperate to the extent possible to jointly implement the GSP within the Basin.

2.3 To the extent the Members are not successful at jointly implementing the GSP within the Basin, or to the extent that any Member wishes to implement the GSP within its boundaries, the Authority intends to allow any individual Member to implement the GSP within its boundaries, and to work together with all Members to coordinate such implementation in accordance with the requirements of SGMA.

2.4 The Members intend that the Authority will represent the Members in discussions with Other Basin Agencies, and shall enter into Coordination Agreements with those that form GSAs as required by SGMA to achieve an integrated, comprehensive Basin-wide GSP that satisfies SGMA as to sustainable groundwater management for the entire Basin.

2.5 Each Member will retain the right to determine, in its sole discretion, whether to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority. However, if a Member fails to take action, on or before June 30, 2017, to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority, that Member shall be terminated from participation in the Authority and this Agreement in accordance with Article 6.3.

2.6 The Members expressly intend that the Authority will not have the authority to limit or interfere with the respective Member’s rights and authorities over their own internal matters, including, but not limited to, a Member’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Members make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.7 Nothing in this Agreement is intended to modify or limit Members’ police powers, land use authorities, or any other authority.

2.8 The Members further intend through this Agreement to cooperate to obtain consulting, administrative and management services needed to efficiently develop a GSP, to

conduct outreach to Other Basin Agencies and private parties, and to identify mechanisms for the management and funding commitments reasonably anticipated to be necessary for the purposes of this Agreement.

2.9 The Members acknowledge and agree that SGMA is new and complex legislation, with implementing regulations continuing to be developed by DWR. While this Agreement reflects the Members' initial approach to SGMA compliance, a great deal of data needed for implementation is unknown, necessary models are still in development, the Members may have changes in political boundaries or gain experience in the application of SGMA or discover other considerations that may affect the decision of a Member on how to best comply with SGMA within its own and its Management Area boundaries. DWR has acknowledged the need for entities to change their decisions about participating in or becoming a GSA, and it is the intent of the Members to support flexibility in admitting additional Members, accommodating voluntary withdrawals, coordinating with other multi-agency or individual GSAs, changing the form of their organizational documents, for example, or creating an independent agency through a Joint Powers Agreement, and making other types of adjustments required by the Members to achieve efficient compliance with SGMA, consistent with the schedule and requirements of SGMA for coordination throughout the Basin and the provisions of this Agreement.

2.10 Each Member acknowledges that SGMA requires that multiple GSAs within a Bulletin 118 groundwater basin designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire subbasin must be managed under one or more GSPs or an alternative in lieu of a GSP for the basin to be deemed in compliance with SGMA.

### **ARTICLE 3: FORMATION, PURPOSE AND POWERS**

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a public agency (as defined in Government Code Section 6500 *et seq.*) that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title I of the Government Code, commencing with Section 6500.

3.3 **Formation of Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the Eastern San Joaquin Groundwater Authority which will function in accordance with this Agreement. The Authority will be a public entity separate from the Members to this Agreement. The Authority shall comply with all provisions of the JPA Act and shall be responsible for administration of this Agreement.

3.4 **Purpose of the Authority.** The purposes of this Authority are to:

- a. provide for coordination among the Members to develop and implement a GSP and/or facilitate a coordination agreement, to the extent necessary;
- b. provide for the joint exercise of powers common to each of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);

- c. cooperatively carry out the purposes of SGMA;
- d. develop, adopt and implement a legally sufficient GSP covering those portions of the Basin that are within the jurisdictional boundaries of the Members, subject to the limitations set forth in this Agreement; and
- e. satisfy the requirements of SGMA for coordination among GSAs.

**3.5 Powers of the Authority.** To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Authority shall have and may exercise any and all powers commonly held by the Members in pursuit of the Authority's purpose, as described in Article 3.4 of this Agreement, including but not limited to the power:

- a. To coordinate the implementation of SGMA among the Members in accordance with this Agreement;
- b. To coordinate the exercise of common powers of its Members including, without limitation, powers conferred to the Members by SGMA;
- c. To adopt rules, regulations, policies, bylaws and procedures related to the coordination of the Members for purposes of implementation of SGMA;
- d. To perform all acts necessary or proper to carry out fully the purposes of this Agreement; and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein; and
- e. To borrow funds so long as a Dedicated Revenue Stream is committed by one or more Members for repayment.

**3.6 Powers Reserved to Members.** Notwithstanding anything to the contrary in this Agreement, the Authority shall not undertake any activities within the geographic or service area boundaries of any of its Members pursuant to the GSP developed or adopted hereunder (including, without limitation, the restriction or regulation of groundwater extractions), unless the Member has formally and expressly consented and agreed in writing to the activity proposed pursuant to a special project agreement between the Member and the Authority in accordance with Article 7 of this Agreement. Without limiting the generality of the previous sentence, each of the Members (or groups of Members) will have the sole and absolute right, in its or their sole discretion, to:

- a. Become a GSA individually or collectively within the Member's boundaries or the Management Area managed in whole or in part by such Member;
- b. Approve any portion, section or chapter of the GSP adopted by the Authority as applicable within the Member's boundaries or the Management Area managed in whole or in part by such Member or GSA of which it is a part;
- c. At each individual Member's election, acting through GSAs established by Members, implement SGMA and the GSP adopted by the Authority within the Member's



boundaries or the Management Area managed in whole or in part by such Member; provided that any Member may elect, in its sole discretion, to authorize the Authority to implement SGMA and the GSP or to implement any discrete element or elements of SGMA or the GSP within the Member's boundaries. In the event that a Member elects to authorize the Authority to implement SGMA and the GSP or to implement any discrete element or elements of SGMA or the GSP within the Member's boundaries, such Member and the Authority shall enter into a special project agreement in accordance with Article 7 of this Agreement; and

d. Exercise the powers, without limitation, conferred to a GSA by SGMA.

3.7 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.5 of this Agreement.

3.8 **Boundaries of the Authority.** The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in **EXHIBIT A.**

3.9 **Role of Member Agencies.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of each Member is required for the success of the Authority. This support will involve the following types of actions:

a. The Members will provide support to the Board of Directors and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

b. Policy support shall be provided by the Members to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fare structures, and other policy areas.

c. Each Member shall contribute its share of capital and operational fund allocations, as established by the Board of Directors in the annual budget, as approved by the Board of Directors.

d. Contributions of public funds and of personnel, services, equipment or property may be made to the Authority by any Member for any of the purposes of this Agreement provided that no repayment will be made for such contributions.

3.10 **Other Officers and Employees.** The Members do not anticipate that the Authority will have any employees. However, the Authority may do the following:

a. Provide that any employee of a Member, with the express approval of that Member, may be an *ex officio* employee of the Authority, and shall perform, unless otherwise provided by the Board, the same various duties for the Authority as for his or her other employer in order to carry out this Agreement.

b. The Board shall have the power to employ competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

#### ARTICLE 4: GOVERNANCE

4.1 **Board of Directors.** The business of the Authority will be conducted by a Board of Directors that is hereby established and that shall be initially composed of one primary representative appointed by each Member; provided, however, that in the event multiple entities establish a single GSA pursuant to a separate agreement, the GSA so established will thereafter have one representative on the Board of Directors and the vote of the GSA will be exercised in accordance with the separate agreement. Without amending this Agreement, the composition of the Board of Directors shall be altered from time to time to reflect the withdrawal of any Member, the admission of a Member or the establishment of a GSA comprised of multiple Members. Members of the Board of Directors are not required to be members of the governing board of the appointing Member; however, it is the strong preference of the Members that members of the Board of Directors be members of the governing board of the appointing Member. Each Member may designate one alternate to serve in the absence of that Member's primary representative on the Board of Directors. Such alternate need not be a member of the governing board of the Member. All primary members of the Board of Directors and all alternates shall file a Statement of Economic Interests (FPPC Form 700). Each Member shall notify the Authority in writing of its designated primary and alternate representatives on the Board of Directors.

4.2 **Term of Directors.** Each member of the Authority Board of Directors will serve until replaced by the appointing Member.

4.3 **Officers.** The Board of Directors shall elect a chairperson and a vice chairperson. The chairperson and vice-chairperson shall be directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board. The San Joaquin County Public Works Director or designee shall be the secretary and shall prepare and maintain minutes of all meetings of the Board of Directors. The Treasurer of the County of San Joaquin shall have the duties and obligations of Treasurer of the Authority as set forth in Government Code Sections 6505, 6505.1 and 6505.5.

4.4 **Powers and Limitations.** All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement.

4.5 **Quorum.** A majority of the members of the Board of Directors will constitute a quorum.

4.6 **Voting.** Except as to actions identified in Article 4.7, the Board of Directors will conduct all business by majority vote. Each member of the Board of Directors will have one (1) vote. Prior to voting, the Members shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Members. If any Member strongly objects to a consensus-based decision prior to a vote being cast, the Members shall work in good faith to reasonably resolve such strong objection, and, if the same is

not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Section 4.6 or Section 4.7, below, as applicable.

**4.7 Supermajority Vote Requirement for Certain Actions.** The following actions will require a two-thirds (2/3) vote by the directors present:

- a. Approval or modification or amendment of the Authority's annual budget;
- b. Decisions related to the levying of taxes, assessments or property-related fees and charges;
- c. Decisions related to the expenditure of funds by the Authority beyond expenditures approved in the Authority's annual budget;
- d. Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Authority;
- e. Decisions related to the establishment of the Members' percentage obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1;
- f. Approval of any contracts over \$250,000 or contracts for terms that exceed two (2) years;
- g. Setting the amounts of any contributions or fees to be paid to the Authority by any Member;
- h. Decisions regarding the acquisition by any means and the holding, use, sale, letting and disposal of real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and the construction, maintenance, alteration and operation of any and all works or improvements, within or outside the Authority, necessary or proper to carry out any of the purposes of the Authority;
- i. Decisions related to the limitation or curtailment of groundwater pumping; and
- j. Approval of a GSP.

**4.8 Meetings.** The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the "Ralph M. Brown Act" commencing at Section 54950), and any subsequent amendments of those provisions.

**4.9 By-Laws.** The Board may adopt by-laws to supplement this Agreement. In the event of conflict between this Agreement and the by-laws, the provisions of this Agreement shall govern.

**4.10 Administrator.** The Members hereby designate the County of San Joaquin to serve as administrator and secretary of, and keeper of records for, the Authority.

**4.11 Advisory Committees.** The Board of Directors may establish one or more advisory committees, technical committees or other committees for any purpose, including but not limited to the GSP purposes in Water Code Section 10727.8.

## **ARTICLE 5: FINANCIAL PROVISIONS**

**5.1 Contributions and Expenses:** Members shall share in the general operating and administrative costs of operating the Authority in accordance with percentages determined by the Authority Board of Directors. Each Member will be assessed no more frequently than quarterly, beginning on July 1 of each year. Members shall pay assessments within ninety (90) days of receiving assessment notice from the secretary of the Authority. Each Member will be solely responsible for raising funds for payment of the Member's share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and several obligation and not a joint obligation with those of the other Members. Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement. Contributions of grant funding, state, federal, or county funding may be provided as funding or a portion of funding on behalf of Members.

**5.2 Initial Contributions.** Upon execution of this Agreement, each of the Members shall contribute Five Thousand Dollars (\$5,000.00) to the Authority for initial administrative costs. Such funds may be used in the discretion of the Authority Board of Directors to fund the activities of the Authority including, without limitation, engineering services. The Authority shall provide to the Members quarterly reports detailing how the Initial Contributions are spent.

**5.3 Liability of Board and Officers.** The funds of the Authority may be used to defend, indemnify and hold harmless the Authority, any Director, officer, employee, or agent for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance including but not limited to directors and officers liability insurance.

**5.4 Repayment of Funds.** No refund or repayment of the initial commitment of funds specified in Article 5.2 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

**5.5 Budget.** The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the Effective Date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than June 30 of the preceding fiscal year. The budget shall be adopted in accordance with Section 4.7 of this Agreement.

**5.6 Alternate Funding Sources.** The Board may obtain State of California or federal grants but shall not create indebtedness without securing a Dedicated Revenue Stream.

**5.7 Depository.** The Treasurer of the County of San Joaquin shall (i) be the depository of the Authority, (ii) have custody of all funds of the Authority, and (iii) have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505, 6505.1 and 6505.5. All funds of the Authority shall be held in separate accounts in the name of the Authority and shall not be commingled with funds of any Member or any other person or entity.

**5.8 Accounting.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

**5.9 Auditor.** The Auditor of the County of San Joaquin shall have the duties and obligations as Auditor of the Authority as set forth in Government Code Sections 6505 and 6505.5. The Auditor shall ensure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a qualified firm to perform an annual audit of the accounts and records of the Authority. Copies of such annual audit reports shall be filed with the State Controller and each Member within six months of the end of the fiscal year under examination.

**5.10 Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Authority Board of Directors. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

**5.11 Initial Staffing Contributions.** The Authority initially intends to contribute to the goals and objectives identified in this Agreement by utilizing the staff of Members at the Members' own cost to pursue those operations, investigations and programs. It is intended that no indebtedness be created unless funding is secured by a Dedicated Revenue Stream.

## **ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION**

**6.1 Changes to Membership.** The Authority Board of Directors will have the authority to (1) approve the addition of new members to the Authority, and (2) remove a Member involuntarily, in accordance with this Article. In the event of the approval of new Members or the involuntary removal of an existing Member, the Members (and any new Members) shall execute an addendum or amendment to this Agreement describing all changes in Members. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

**6.2 Noncompliance.** In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in of Section 6.3 of this Agreement. Such actions of a Member shall be as determined by the Board of Directors and may include, for example, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP minimum thresholds that are likely to lead to “undesirable results” under SGMA.

**6.3 Involuntary Termination.** The Members acknowledge that SGMA requires that multiple GSAs within Bulletin 118 groundwater basins designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire Basin must be managed under one or more GSPs or an alternative in lieu of a GSP for the Basin to be deemed in compliance with SGMA. As a result, upon the determination by the Board of Directors that the actions of a Member (1) fail to comply with the terms of this Agreement, or (2) conflict with or undermine the functioning of the Authority or the preparation and implementation of the requirements of the GSP, the Board of Directors may terminate that Member’s membership in this Authority, provided that prior to any vote to remove a Member involuntarily, all of the Members shall meet and confer regarding all matters related to the proposed removal. The Board of Directors shall terminate the membership in the Authority of any Member that fails, on or before June 30, 2017, to (i) elect to become a GSA duly established in accordance with SGMA, or (ii) participate, through a joint exercise of powers agreement or other legal agreement, in a GSA duly established in accordance with SGMA.

**6.4 Withdrawal of Members.** A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective upon ninety (90) days’ prior written notice to the Authority, provided that (a) the withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. A withdrawing Member will not be responsible for any obligation or liability that the Member has voted against at a Board meeting, providing that such Member shall give notice of its withdrawal from the Authority as soon after voting against the proposal as is practicable. Without limiting the generality of the previous sentence, in the event that the Authority levies or adopts any tax, assessment or property-related fee or charge (collectively “Authority Charge”) the Authority Charge will not be effective within the jurisdictional boundaries of a Member that votes against the Authority Charge and withdraws in accordance with this Article 6.4. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member. Notwithstanding any other provision of this Agreement, if a Member fails to take action, on or before June 30, 2017, to (i) elect to become a GSA, or (ii) join in a GSA that is a member of the Authority, that Member shall withdraw from the Authority and this Agreement in accordance with this Article 6.4.

**6.5 Termination.** This Agreement and the Authority may be terminated by a majority vote of the Members. However, in the event of termination each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. Nothing in this Agreement will prevent the Members from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

**6.6 Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to the any obligation required by Articles 5.1 or 5.6.

**6.7 Rights of Member to Become GSA in Event of Withdrawal or Termination.** Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to Article 6.5, whether occurring before or after June 30, 2017, the withdrawing or terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Authority and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries being in a GSA, as designated by the withdrawing or terminated Member or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or terminating Member and so notify the California Department of Water Resources.

**6.8 Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

## **ARTICLE 7: SPECIAL PROJECTS**

**7.1** Fewer than all of the Members may enter into a special project agreement to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of only those Members and their Management Areas. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement.

**7.2** Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of any other Members to this Agreement not participating in the special project, and the special project expenses shall be paid by the parties to the respective special project agreements.

**7.3** Members participating in special project agreements, if conducted by the Authority, shall hold each of the other parties to this Agreement who are not parties to the special project

agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Article 8.1 for Members in general, except that they shall be limited to liabilities incurred for the special project.

## **ARTICLE 8: MISCELLANEOUS PROVISIONS**

**8.1 Indemnification.** The Authority shall hold harmless, defend and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority, or its agents, officers and employees under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

**8.2 Amendments.** This Agreement may be amended from time to time by a unanimous vote of the Members.

**8.3 Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

**8.4 Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery. On the signature page of this Agreement, each party shall provide contact information for the purpose of notification.

**8.5 Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

**8.6 Choice of Law.** This Agreement shall be governed by the laws of the State of California.

**8.7 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.



**8.8 Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

**8.9 Construction and Interpretation.** This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

**8.10 Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed on the day and year set opposite the name of the parties:

MIMI DUZENSKI  
Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

\_\_\_\_\_  
CHARLES WINN, Chair  
Board of Supervisors  
of the County of San Joaquin,  
State of California



By \_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
LAWRENCE P. MEYERS  
Deputy County Counsel

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
AGENCY LEGAL NAME

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax

## Eastern San Joaquin Groundwater Joint Powers Authority Board Member Designation Form

As stated in the Eastern San Joaquin Groundwater Joint Powers Authority Agreement, appointment to a JPA board position, including an alternate position, must be done in writing. Completion of this form, accompanied by the signature of an authorized representative of your agency will fulfill that requirement.

Continuity of participation and familiarity with issues are very important to the success of the JPA. It is the responsibility of the board member and the alternate to remain fully briefed on issues coming before the board. If there is a change in the designated member and/or alternate, a new designation form must be submitted. Only the member or alternate named on this form are authorized to participate on the JPA board.

**Please print.**

**Signing Agency:**

\_\_\_\_\_

**Board Member's Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Phone:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Alternate's Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work Phone:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Authorizing Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 15  
APNS: 062-004-008/020/021

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**SUBJECT: APPROVE ABANDONMENT AND QUITCLAIM OF A PORTION OF THE TOWN "E" PIPELINE (APN: 062-004-008/020/021 – THE ROBERT C. OTT AND SHARON A. OTT FAMILY LIMITED PARTNERSHIP, MARIE OTT 2005 TRUST, ROSEMARIE OTT, AND MARGARET OTT RICHARD J. BURGESS, AND THE HOLLOWAY FAMILY 2000 TRUST)**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District relocated the Town "E" Pipeline through the parcels noted above as part of the Town "E" Pipeline Relocation Project completed in the 2015/2016 construction season. This project was to include the formal quitclaim and abandonment of the severed and abandoned section of pipeline no longer in use. Now that the relocation project has been completed, staff recommends the Board formally quitclaim and abandon this portion of the Town "E" Pipeline by the attached Abandonment Resolution and Quitclaim Deeds.

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Abandonment Resolution
  - Quitclaim Deeds (3)
  - Quitclaim Resolutions (3)
- 

**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

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

**ABANDONMENT OF A PORTION OF A  
DISTRICT FACILITY TOWN "E" PIPELINE**

**APN: 062-004-008/020/021**

**WHEREAS**, the Oakdale Irrigation District facility known as the Town "E" Pipeline, located within the West 1/2 of Section 16, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated on the parcels noted above; and

**WHEREAS**, a portion of the Town "E" Pipeline has been replaced and relocated through the parcels noted above, the new alignment being more specifically described as lying adjacent and parallel to the North and West property lines of APN: 062-004-021, and parallel and adjacent to the West property lines of APNs: 062-004-008/020; and

**WHEREAS**, the previous alignment of the Town "E" through the parcels noted above is no longer in use and has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the use of that portion of the previous alignment of the Town "E" Pipeline generally located adjacent and parallel to the East property lines of APNs: 062-004-020/021, that portion of the Town "E" Pipeline generally located adjacent and parallel to the North 107.59 feet of the East property line of APN: 062-004-008, and that portion crossing the North half of APN: 062-004-008 as described in that twenty (20) foot Grant of Easement with Instrument No. 76-29296, recorded November 24, 1976 in the Office of the Stanislaus County Recorder and that thirty (30) foot Grant of Easement with Instrument No. 99-2687, recorded January 8, 1999 in the Office of the Stanislaus County Recorder, and has no need to maintain said facility as described through the parcels noted above, and the abandonment of this portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW, THEREFORE BE IT RESOLVED**, that we find the abandonment of this portion of the Town "E" Pipeline as herein described and as shown on the attached Project Site Map attached hereto as "Exhibit A" is appropriate and be adopted.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this seventh day of March, 2017.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President  
Board of Directors

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



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**

1205 East F Street  
Oakdale, CA 95361

APN: 062-004-008

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The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – TOWN “E” PIPELINE**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, The Robert C. Ott and Sharon A. Ott Family Limited Partnership, Marie Ott 2005 Trust, Rosemarie Ott, and Margaret Ott, any interest in that portion of the Town “E” Pipeline situated adjacent and parallel to the North 107.59 feet of the East property line, and any interest in that portion crossing the North half of the parcel noted above as described in that twenty (20) foot Grant of Easement with Instrument No. 76-29296, recorded November 24, 1976 in the Office of the Stanislaus County Recorder and as described in that thirty (30) foot Grant of Easement with Instrument No. 99-2687, recorded January 8, 1999 in the Office of the Stanislaus County Recorder. Said pipeline is as shown on the attached Project Site Map attached hereto as Exhibit “B”.

Approved by Board Action on March 7, 2017, as shown in the Resolution attached hereto as Exhibit “A”.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Knell, P.E., Secretary

\_\_\_\_\_  
Date

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

**AUTHORIZING QUITCLAIM DEED TO  
THE ROBERT C. OTT AND SHARON A. OTT FAMILY LIMITED PARTNERSHIP,  
MARIE OTT 2005 TRUST, ROSEMARIE OTT, AND MARGARET OTT**

**APN: 062-004-008**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Town "E" Pipeline, located within the Southwest 1/4 of Section 16, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated within the parcel noted above; and

**WHEREAS**, a portion of the Town "E" Pipeline has been replaced and relocated within the parcel noted above, the new alignment being more specifically described as lying adjacent and parallel to the North 195.00 feet of the West property line; and

**WHEREAS**, the previous alignment of the Town "E" through the parcel noted above is no longer in use and has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, that portion of the previous alignment of the Town "E" Pipeline generally located adjacent and parallel to the North 107.59 feet of the East property line of APN: 062-004-008, and that portion crossing the North half of APN: 062-004-008 as described in that twenty (20) foot Grant of Easement with Instrument No. 76-29296, recorded November 24, 1976 in the Office of the Stanislaus County Recorder and that thirty (30) foot Grant of Easement with Instrument No. 99-2687, recorded January 8, 1999 in the Office of the Stanislaus County Recorder has been reviewed by the Oakdale Irrigation District's Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of that portion of the Town "E" Pipeline and has no need to maintain said portion within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in the previous alignment of the Town "E" Pipeline and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim 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 seventh day of March, 2017.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President  
Board of Directors

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



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
QUITCLAIM OF A PORTION OF  
A DISTRICT FACILITY  
APN: 062-004-008



**OID**  
OAKDALE IRRIGATION DISTRICT



DATE: FEB. 15, 2017  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
SHEET 1 of 1

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



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

APN: 062-004-020

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – TOWN “E” PIPELINE**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Richard J. Burgess, any interest in that portion of the Town “E” Pipeline situated within the parcel noted above generally located adjacent and parallel to the East property line. Said pipeline is as shown on the attached Project Site Map attached hereto as Exhibit “B”.

Approved by Board Action on March 7, 2017, as shown in the Resolution attached hereto as Exhibit “A”.

**OAKDALE IRRIGATION DISTRICT**

---

Steve Webb, President

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Date

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Steve Knell, P.E., Secretary

---

Date

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

**AUTHORIZING QUITCLAIM DEED TO  
RICHARD J. BURGESS**

**APN: 062-004-020**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Town "E" Pipeline, located within the Southwest Quarter of Section 16, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated within the parcel noted above; and

**WHEREAS**, a portion of the Town "E" Pipeline has been replaced and relocated within the parcel noted above, the new alignment being more specifically described as lying adjacent and parallel to the West property line; and

**WHEREAS**, the previous alignment of the Town "E" through the parcel noted above is no longer in use and has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, that portion of the previous alignment of the Town "E" Pipeline generally located adjacent and parallel to the East property line of the parcel noted above has been reviewed by the Oakdale Irrigation District's Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of that portion of the Town "E" Pipeline and has no need to maintain said portion within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the operations of the Oakdale Irrigation District.

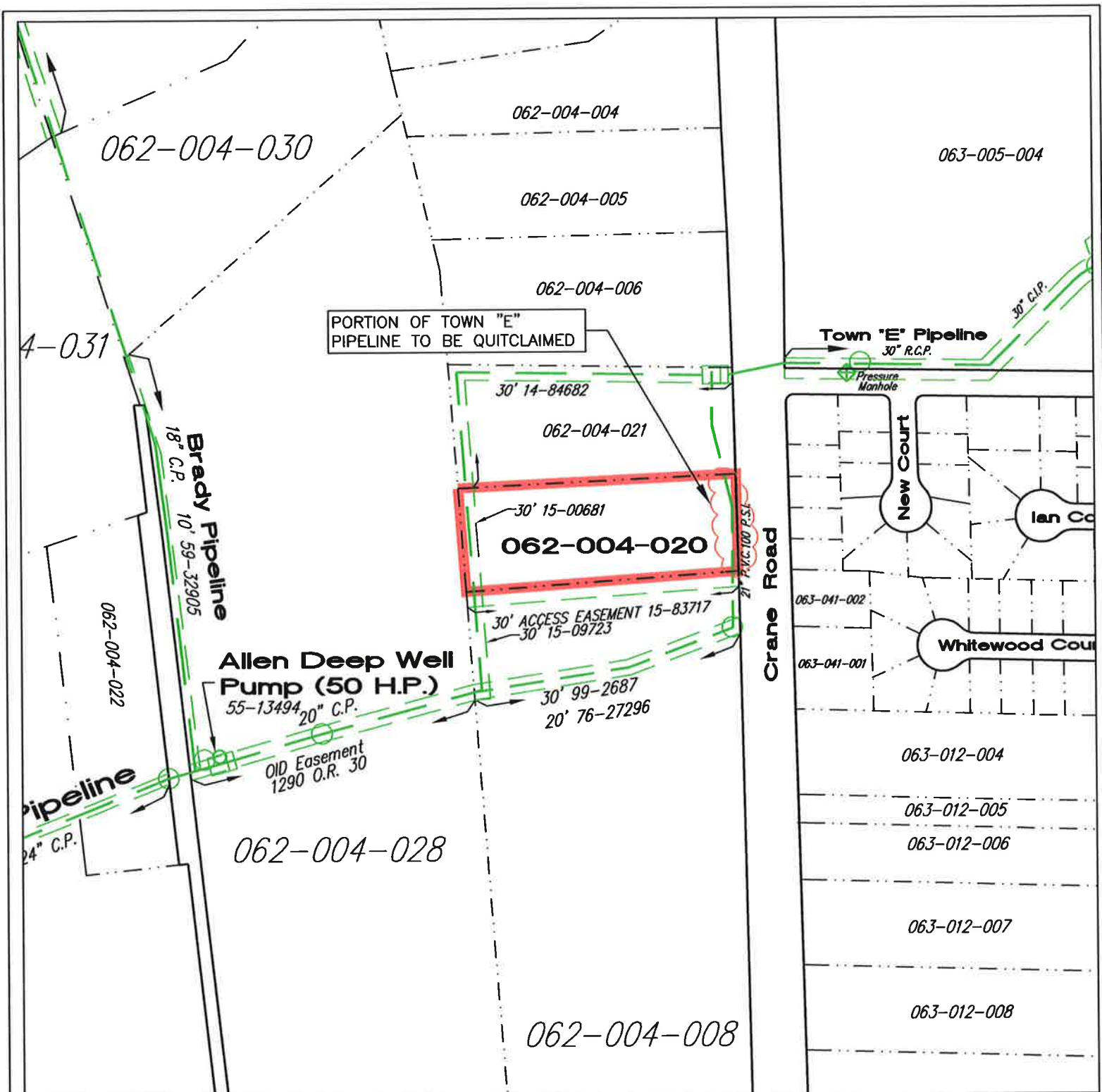
**NOW THEREFORE BE IT RESOLVED**, that any interest in the previous alignment of the Town "E" Pipeline and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim 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 seventh day of March, 2017.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President  
Board of Directors

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



**OID**  
OAKDALE IRRIGATION DISTRICT



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
QUITCLAIM OF A PORTION OF  
A DISTRICT FACILITY  
APN: 062-004-020



DATE: FEB. 15, 2017  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
SHEET 1 of 1



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



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

APN: 062-004-021

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – TOWN “E” PIPELINE**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, The Holloway Family 2000 Trust, any interest in that portion of the Town “E” Pipeline situated within the parcel noted above generally located adjacent and parallel to the East property line. Said pipeline is as shown on the attached Project Site Map attached hereto as Exhibit “B”.

Approved by Board Action on March 7, 2017, as shown in the Resolution attached hereto as Exhibit “A”.

**OAKDALE IRRIGATION DISTRICT**

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Steve Webb, President

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Date

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Steve Knell, P.E., Secretary

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Date

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

**AUTHORIZING QUITCLAIM DEED TO  
THE HOLLOWAY FAMILY 2000 TRUST**

**APN: 062-004-021**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Town "E" Pipeline, located within the Southwest Quarter of Section 16, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated within the parcel noted above; and

**WHEREAS**, a portion of the Town "E" Pipeline has been replaced and relocated within the parcel noted above, the new alignment being more specifically described as lying adjacent and parallel to the North and West property lines; and

**WHEREAS**, the previous alignment of the Town "E" through the parcel noted above is no longer in use and has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, that portion of the previous alignment of the Town "E" Pipeline generally located adjacent and parallel to the East property line of the parcel noted above has been reviewed by the Oakdale Irrigation District's Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of that portion of the Town "E" Pipeline and has no need to maintain said portion within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the operations of the Oakdale Irrigation District.

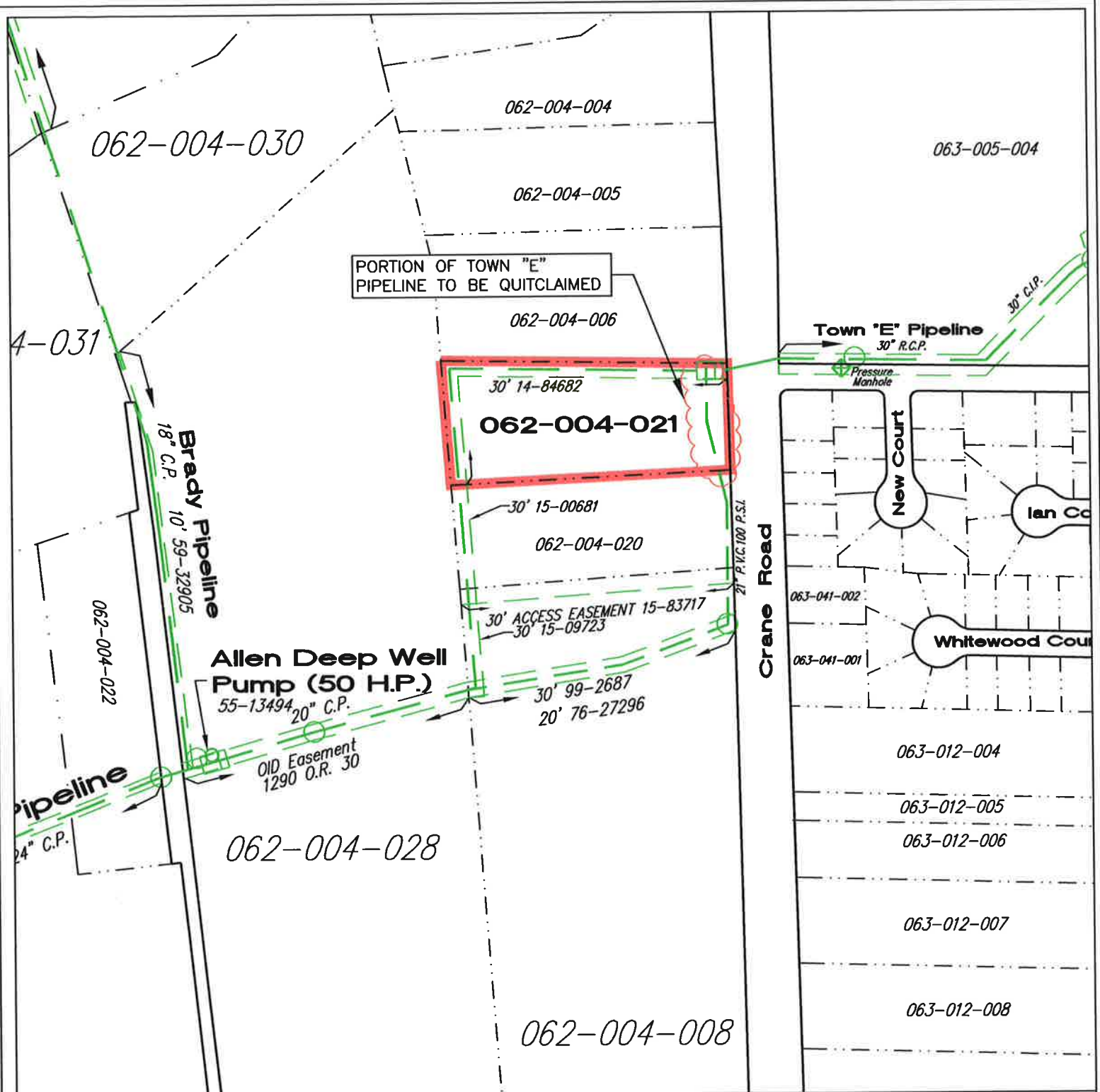
**NOW THEREFORE BE IT RESOLVED**, that any interest in the previous alignment of the Town "E" Pipeline and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim 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 seventh day of March, 2017.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President  
Board of Directors

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



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
QUITCLAIM OF A PORTION OF  
A DISTRICT FACILITY  
APN: 062-004-021



**OID**  
OAKDALE IRRIGATION DISTRICT



DATE: FEB. 15, 2017  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
SHEET 1 of 1



## BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 16  
APN: 064-032-076

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**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE CLARIBEL LATERAL (APN: 064-032-076 – RICHARD B. AND ALIDA V. ARDIS REVOCABLE FAMILY TRUST DATED NOVEMBER 18, 2004)**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District recently removed a private crossing that was negatively impacting water operations and subsequently removed and replaced a private domestic water line in the process. An Encroachment Permit has been prepared to allow for one (1) 2" Sch. 40 PVC pipeline crossing the Claribel Lateral to remain. Given the 2" water line was removed and replaced as a result of OID operations, staff recommends waiving the Structure Permit Application fee and approving this Encroachment Permit.

**FISCAL IMPACT:** Structure Permit processing fee (\$412.50).

**ATTACHMENTS:**

- Encroachment Permit
- 

**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 064-032-076

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### **ENCROACHMENT PERMIT ON THE CLARIBEL LATERAL**

THIS ENCROACHMENT PERMIT executed this SEVENTH day of MARCH, 2017, 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 ALIDA V. ARDIS, TRUSTEE OF THE FAMILY TRUST CREATED BY RICHARD B. ARDIS AND ALIDA V. ARDIS REVOCABLE FAMILY TRUST DATED NOVEMBER 18, 2004, 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 March 7, 2017, 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 CLARIBEL LATERAL right of way with encroachments as follows:

1. One (1) 2" Sch. 40 PVC pipeline crossing.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT.

DISTRICT intends hereby to assent only to (a) an encroachment upon an easement or easements held by DISTRICT or (b) to confer a license to OWNER to encroach upon DISTRICT fee-owned lands, all subject to the terms hereof. Nothing in this Permit

operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "C" and "D"** (IF ATTACHED) indicate approved locations and/or plans of herein described encroachments. **Exhibit "E"** (IF ATTACHED) provides the Insurance and Bonding requirements of DISTRICT, which shall be met by OWNER prior to the start of construction.

Should DISTRICT allow OWNER to construct the encroachments and structures, OWNER shall call DISTRICT'S Engineer at 847-0341 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or his contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said encroachments at his sole cost and expense. Should 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"**

\_\_\_\_\_  
Steve Webb, President  
Board of Directors

\_\_\_\_\_  
Date

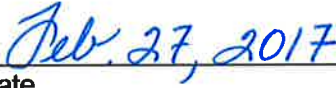
\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary

\_\_\_\_\_  
Date

**"OWNER"**



Alida V. Ardis, Trustee  
Richard B. and Alida V. Ardis Revocable  
Family Trust Dated November 18, 2004

  
Date

Mailing Address: 5220 Oakdale-Waterford Highway  
Oakdale, CA, 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

## 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 **February 27, 2017** before me **Carla Lillie, Notary Public,**  
personally appeared **Alida V. Ardis**  
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. 2017-NIL**

**ENCROACHMENT PERMIT ON THE CLARIBEL LATERAL**

**APN: 064-032-076**

**WHEREAS**, ALIDA V. ARDIS, TRUSTEE OF THE FAMILY TRUST CREATED BY RICHARD B. ARDIS AND ALIDA V. ARDIS REVOCABLE FAMILY TRUST DATED NOVEMBER 18, 2004 is the titled owner of property located in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, ALIDA V. ARDIS, TRUSTEE OF THE FAMILY TRUST CREATED BY RICHARD B. ARDIS AND ALIDA V. ARDIS REVOCABLE FAMILY TRUST DATED NOVEMBER 18, 2004 has requested an Encroachment Permit for:

1. One (1) 2" Sch. 40 PVC pipeline crossing.

**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 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 \_\_\_\_\_ seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventh day of March, 2017.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Steve Webb, President  
Board of Directors

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

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### Tract B:

##### Parcel 1:

Lots 3, 4, and 5 of "Claribel Tract", according to the Official Map thereof, filed for record September 11, 1914 in Volume 8 of Maps, at Page 21, Stanislaus County Records.

EXCEPTING THEREFROM the interest in the North 20 feet of Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, which was granted to County of Stanislaus, for road purposes by Deeds recorded September 26, 1956 in Volume 1386 of Official Records, at Pages 486 and 489, as Instrument Numbers 26271 and 26272, Stanislaus County Records.

ALSO EXCEPTING THEREFROM all that portion of said Lot 5 of Claribel Tract, described as follows:

That certain real property situated in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian and in the County of Stanislaus, State of California, being more particularly described as follows:

COMMENCING at Northwest corner of said Section 36; thence along the North line of said Section North  $89^{\circ} 42' 07''$  East, a distance of 1356.10 feet to the Northwest corner of said Lot 5 as shown on said map; thence along the Westerly line thereof South  $00^{\circ} 54' 58''$  East, a distance of 20.00 feet to the South right of way line of Alvarado Road and to the point of beginning of the herein described parcel; thence along said right of way North  $89^{\circ} 42' 07''$  East, a distance of 167.12 feet; thence parallel to and 7.0 feet as measured at right angles in a Easterly direction from an existing irrigation line South  $00^{\circ} 32' 57''$  West, a distance of 1231.00 feet; thence South  $89^{\circ} 45' 17''$  West, a distance of 135.63 feet to a point of said West line of Lot 5; thence along said line North  $00^{\circ} 54' 58''$  West, a distance of 1230.81 feet to the aforementioned point of beginning.

TOGETHER WITH all that portion of Lot 6 of "Claribel Tract", according to the Official Map thereof, filed for record September 11, 1914 in Volume 8 of Maps, at Page 21, Stanislaus County Records, described as follows:

That certain real property situated in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian and in the County of Stanislaus, State of California, being more particularly described as follows:

COMMENCING at the Northwest corner of said lot Section 36; thence along the North line of said Section North  $89^{\circ} 42' 07''$  East, a distance of 1356.10 feet to the Westerly line of Lot 5; thence along said line South  $00^{\circ} 54' 58''$  East, a distance of 1205.81 feet to THE POINT OF BEGINNING of the herein described parcel; thence continue South  $00^{\circ} 54' 58''$  East, a distance of 73.07 feet to the centerline of Olive Avenue as shown on said map; thence along the centerline thereof South  $89^{\circ} 45' 17''$  West, a distance of 200.26 feet to the Northwest corner of Lot 10; thence along the Northerly extension of the Westerly line of said Lot 10, North  $00^{\circ} 54' 58''$  West, a distance of 73.07 feet;

thence North 89° 45' 17" East, a distance of 200.26 feet to the aforementioned point of beginning.

Parcel 2:

Lots 11, 12, 18, 19, 20 and all that portion of Lot 24 lying Easterly of the Oakdale Waterford Highway, of "Claribel Tract", according to the Official Map thereof filed for record September 11, 1914 in Volume 8 of Maps, at Page 21, Stanislaus County Records.

TOGETHER WITH all that portion of Lot 17 of "Claribel Tract", according to the Official Map thereof, filed for record September 11, 1914 in Volume 8 of Maps, at Page 21, Stanislaus County Records, described as follows:

That certain real property situated in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian and in the County of Stanislaus, State of California, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 36; thence along the East line thereof North 00° 49' 50" West, a distance 1321.20 feet; thence in part along the North line of Lot 27 of the "Claribel Tract" as filed in Volume 8 of Maps, at Page 21, Stanislaus County, South 89° 45' 17" West, a distance of 2091.07 feet to the Southwest corner of Lot 17 thereof; thence along the Westerly line thereof North 00° 54' 58" West 970.66 feet to THE POINT OF BEGINNING of the herein described parcel; thence continue North 00° 54' 58" West, a distance of 349.29 feet to the Northwest corner of said Lot 17; thence along the North line thereof North 89° 45' 17" East, a distance of 436.14 feet to a point in a fence line; thence along said fence line South 71° 28' 40" West, a distance of 279.52 feet to a point in the centerline of a drain; thence along the centerline of said drain South 32° 14' 57" West, a distance of 310.17 feet to the aforementioned point of beginning.

ALSO TOGETHER WITH all that portion of Lot 17 of "Claribel Tract", according to the Official Map thereof;

That certain real property situated in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian and in the County of Stanislaus, State of California, being more particularly described as follows:

Commence at the Southeast corner of said Section 36, thence along the East line thereof North 00° 49' 50" West, a distance of 1321.20 feet; thence in part along the North line of Lot 27 of the Claribel Tract as filed in Volume 8 of Maps, at Page 21, Stanislaus County, South 89° 45' 17" West, a distance of 1996.96 feet to THE POINT OF BEGINNING of the herein described parcel; thence continue South 89° 45' 17" West, a distance of 94.11 feet to the Southwest corner of Lot 17 thereof; thence along the Westerly line thereof North 00° 54' 58" West, a distance of 275.77 feet to the center of the drain; thence along the centerline of said drain the two following courses; (1) South 21° 32' 14" West, a distance of 252.52 feet; (2) South 08° 10' 48" East, a distance of 40.86 feet to the aforementioned point of beginning.

ALSO TOGETHER WITH all that portion of Lot 25 of "Claribel Tract", according to the Official Map thereof, filed for record September 11, 1914 in Vol. 8 of Maps, at Page 21, Stanislaus County Records, described as follows:

That certain real property situated in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian and in the County of Stanislaus, State of California, being more particularly



described as follows:

COMMENCING at the Southeast corner of said Section 36; thence along the South section line thereof, South 89° 45' 17" West a distance of 2433.59 feet to the Southeast corner of Lot 24, of "Claribel Tract" as filed in Volume 8 of Maps, at Page 21, Stanislaus County; thence along the East line of said lot, North 00° 54' 58" West, a distance of 127.42 feet to THE POINT OF BEGINNING of the herein described parcel; thence continue North 00° 54' 58" West, a distance of 1193.80 feet the Northeast corner of said Lot 24; thence along the North line Lot 25 of said map, North 89° 45' 17" East, distance of 438.61 feet to the center of a drain; thence along the center of said drain the following 2 following courses: (1) South 08° 10' 48" East, a distance of 628.32 feet; (2) South 41° 34' 50" West, a distance of 766.82 feet to the aforementioned point of beginning.

EXCEPTING THEREFROM all that portion of Lot 12 of "Claribel Tract", according to the Official Map thereof, filed for record September 11, 1914 in Vol. 8 of Maps, at Page 21, Stanislaus County Records, described as follows:

That certain real property situated in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian and in the County of Stanislaus, State of California, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 36; thence along the East line thereof North 00° 49' 50" west, a distance of 2641.13 feet; thence in part along the North line of Lot 15 of "Claribel Tract", as filed in Volume 8 of Maps, Page 21, Stanislaus County, South 89° 45' 17" West, a distance of 1633.84 feet to the Northeast corner of Lot 17 thereof and the POINT OF BEGINNING of the herein described parcel; thence along the North line of said Lot 17, South 89° 45' 17" West, a distance of 23.06 feet to a point in a fence line; thence along said fence line North 71° 28' 40" East, a distance of 22.04 feet to a point on the Palmer Lateral (60 feet wide); thence along said lateral South 17° 21' 27" East, a distance of 7.23 feet to the aforementioned point of beginning.

ALSO EXCEPTING THEREFROM all that portion of Lot 18 of "Claribel Tract", according to the Official Map thereof, filed for record September 11, 1914 in Volume 8 of Maps, at Page 21, Stanislaus County Records, described as follows:

That certain real property situated in Section 36, Township 2 South, Range 10 East, Mount Diablo Base and Meridian and in the County of Stanislaus, State of California, being more particularly described as follows:

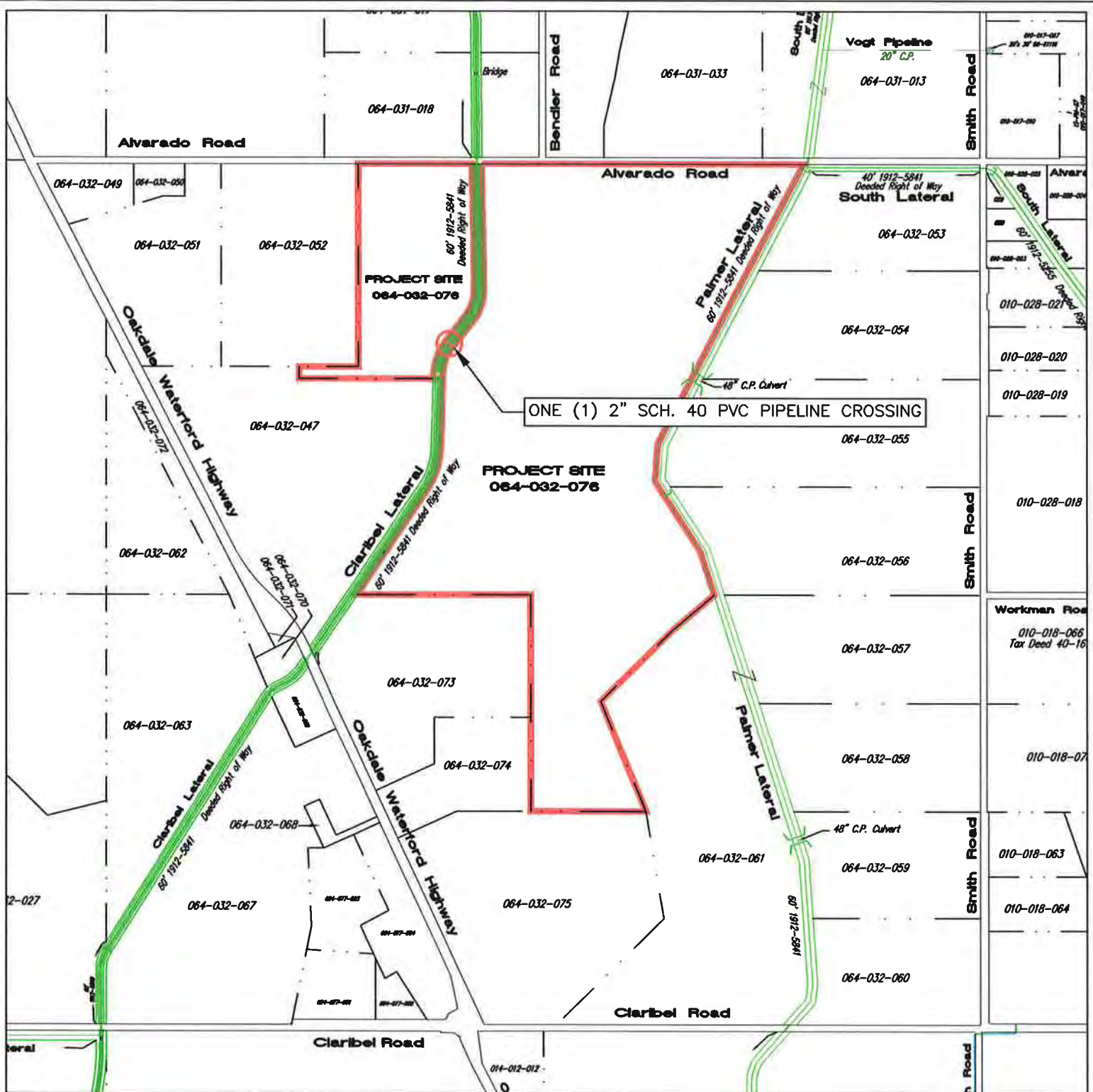
COMMENCING at the Southeast corner of said Section 36; thence along the East line thereof North 00° 49' 50" West, a distance of 1321.20 feet; thence in part along the North line of Lot 27 of "Claribel Tract", as filed in Volume 8 of Maps, at Page 21, Stanislaus County, South 89° 45' 17" West a distance of 2091.07 feet to the Southwest corner of Lot 17 thereof; thence along the Westerly line thereof North 00° 54' 58" West, a distance of 275.77 feet to THE POINT OF BEGINNING of the herein described parcel; thence continue North 00° 54' 58" West, a distance of 694.89 feet to a point in the center of a drain; thence along the centerline of said drain the following two courses: (1) South 32° 14' 57" West, a distance of 303.363 feet; (2) South 21° 32' 14" East, a distance of 471.16 feet to the aforementioned point of beginning.

ALSO EXCEPTING THEREFROM all that portion of Lot 24 of "Claribel Tract", according to the Official Map thereof, filed for record September 11, 1914 in Volume 8 of Maps, at Page 21, Stanislaus County Records, described as follows:

COMMENCING at the Southeast corner of said Section 36; thence along the South section line thereof, South  $89^{\circ} 45' 17''$  West, a distance of 2433.59 feet to the Southeast corner of Lot 24, of "Claribel Tract", as filed in Volume 8 of Maps, at Page 21, Stanislaus County, and THE POINT OF BEGINNING of the herein described parcel; thence continue South  $89^{\circ} 45' 17''$  West, a distance 77.46 feet to the centerline of a drain; thence along said drain the tow following courses: (1) North  $14^{\circ} 34' 05''$  East, a distance of 62.43 feet; (2) North  $41^{\circ} 34' 50''$  East, a distance of 89.98 feet to a point on the East line of said Lot 24; thence South  $00^{\circ} 54' 58''$  East, a distance of 127.42 feet to the aforementioned point of beginning.

APN: 064-032-076

**END OF DESCRIPTION**



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
ENCROACHMENT PERMIT  
APN: 064-032-076



**OID**  
OAKDALE IRRIGATION DISTRICT



DATE: FEB. 6, 2017  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE  
SHEET 1 of 1



# **AGENDA ITEMS ACTION CALENDAR**

## **BOARD MEETING OF MARCH 7, 2017**

## BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 17  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO DIRECT STAFF TO WORK WITH THE CITY OF OAKDALE TO DEVELOP A COOPERATIVE ACTION PLAN BETWEEN THE TWO AGENCIES AND BRING BACK TO THE BOARD**

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**RECOMMENDED ACTION:** Direct Staff to Work with the City in Development of an Action Plan and Bring it Back to the Board of Directors

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### **BACKGROUND AND/OR HISTORY:**

There is economic value in two agencies working together and sharing their collective resources to meet constituent needs. The draft Cooperative Action Plan provided with this Agenda Report is an attempt at outlining the common interest areas between our two agencies, City of Oakdale and OID, and how those common interest areas can best be addressed through resource sharing.

Both agencies have been working since last year to develop a framework for a Cooperative Action Plan. In a nutshell, the potential common interest service areas identified include;

- Stormwater response services by OID to City;
- Equipment sharing between both agencies;
- Domestic water O&M services from City to OID;
- Road and street repair costs when dealing with OID pipelines;
- Raw water delivery from OID to City parks and open areas;
- Dual purpose reservoirs for parks, irrigation and recharge; and
- SGMA projects – recycled water from City treatment ponds;

If the Action Plan is implemented the City of Oakdale will need funding to address some of these priority areas. For a long time, the City and its residents have expressed concern that return on City tax dollars paid to OID were lagging behind the services and benefits received. The draft Cooperative Action Plan intends to determine if that condition exists; to determine the “gap” of that difference; and put together a plan on how best to close that gap. Both City and OID staffs believe that the end result will be a foundation to achieving the Action Plan elements identified.

We are asking the Board to direct OID staff to further explore and develop with City staff a final product document and bring that document back to the Board for further direction.

**FISCAL IMPACT:** Staff time only. No outside costs.

### **ATTACHMENTS:**

- Draft Cooperative Action Plan
- 

### **Board Motion:**

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

### **VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

**Cooperative Action Plan  
Between  
City of Oakdale and Oakdale Irrigation District  
February 1, 2017 version**

The City and OID have been working closely on developing a framework of common interest goals and projects that when implemented would mutually benefit both OID's agriculture and urban service area residents. What follows is a "draft" of an Action Plan for review and input by the City-OID Committee that was established for such purposes. Upon its review, both City and OID staff would be looking for direction from the Committee to formalize this Action Plan and bring it before both elected bodies for adoption.

**Basis for Cooperative Action Plan:** Provide an equity analysis of the property taxes paid by City residents and industries to Oakdale Irrigation District to insure the City is getting full benefit of that contribution.

**Background:**

1. The City contributes approximately \$1.07 million in property tax dollars to OID's annual operating revenues of \$13.74 million (2015 audit) or about 7.8%.
2. The City lots however do not pay OID separately for the Fixed Rate Charge assessed to all OID service area lands. What this means is that a portion of the \$1.07 million covers that OID assessment. That assessment revenue to OID, in addition to other revenue streams from OID enterprises, supports in part the funding of OID's Operations and Maintenance expenses.
3. After analysis of the Fixed Rate Charge and other O&M services provided by OID to the City and comparing that amount to the revenues OID receives from the City may result in an unrealized benefit to OID from the City.

If an unrealized benefit exists, both OID and City will work together to develop a plan to insure the City is getting its equitable benefit from the revenues it provides to OID.

Such equity analysis and resultant plan could include funding for the following Action Items.

**Action Item No. 1:** Develop a Mutual Aid Agreement that would allow City and OID personnel to work together on both emergency response issues and general O&M issues that brings economic value and benefit to both parties.

**Background:**

Common interest areas that both parties could benefit from include:

1. Storm water response services by OID to City.
2. Equipment and operator sharing between agencies when needed and available.
3. Domestic water O&M services by the City to OID.

4. Repairs to roads, sidewalks, and landscaping in the City of Oakdale when repairs to OID lines impact those community assets.

Upon establishment of the services to be provided, each agency could establish an internal account by which to invoice said services. At the end of each year, a true-up of the accounts would be conducted.

**Action Item No. 2:** Develop a plan for the conversion of City parks to the use of surface water provided by OID where applicable.

Background:

1. Many City parks and open space area sites are near OID facilities that could benefit from such proximity.
2. These types of projects, ones that reduce City pumping of the aquifer, will be essential for implementing the Sustainable Groundwater Management Act in our County.
3. Small storage ponds would likely be integral to meeting the high volume short duration demand of these systems. In addition, recharge and aesthetic values could be derived benefits from such facilities.

Developing planning documents now will put both agencies in position to apply for State grants and loans when monies are made available.

**Action Item No. 3:** Develop a plan for the design and construction of a recycled water project at the City of Oakdale Wastewater Treatment Plant. Project to potentially recycle approximately 2,000 acre feet of treated wastewater into OID canals for irrigation purposes.

Background:

OID has already prepared a scope of work for such a project at its own cost.

1. As part of the project, a downstream holding reservoir will be needed. During the irrigation season OID would be able to utilize the reservoir for water regulation purposes. In the winter the facility could be used to capture and store storm water for groundwater recharge purposes.
2. The recycled City water would replace OID irrigation water creating a like-kind surplus supply in New Melones. This water could be used for water marketing purposes to pay off the project costs and as a potential revenue stream to both parties.



## BOARD AGENDA REPORT

Date:	March 7, 2017
Item Number:	18
APN:	N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AUTHORIZE THE GENERAL MANAGER TO DETERMINE THE START OF THE 2017 WATER SEASON**

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**RECOMMENDED ACTION:** Approve and Authorize General Manager to Determine the Start of the 2017 Water Season

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**BACKGROUND AND/OR HISTORY:**

Although the accumulated precipitation at New Melones is 207% of average to date and the accumulated inflow is 339% of the 15 year average, the available storage is still only 111% of the 15 year average for this time of year. See the attached February 27<sup>th</sup> Daily CVP Water Supply Report for clarification. DWR's February 1<sup>st</sup> forecast in the 80% probability range for the projected inflow to New Melones Reservoir is 810k to 1500k acre feet. Unfortunately, even at the top end of that projection, New Melones would never make it to the 1.9 million acre feet of storage before nearly 1 million of that is utilized for downstream demand and fish in this year alone. The reservoir will be back at less than 50% capacity to start the 2017 winter. On a positive note, inflow to date is already almost double the 600k acre feet needed to allow OID access to its full 300k acre foot allocation.

As of today, it's been 17 days since the last significant storm so fields are starting to dry out. Soil moisture conditions are currently around 75% and ET is still low, but the near-term forecasts are still not great for any significant precipitation. The projected ideal start to the 2017 irrigation season is around March 20<sup>th</sup> based on current soil moisture conditions, ET and forecasted weather, but this wet winter has presented some challenges during the construction and maintenance season. There have been numerous mud slides in the south main, but OID C&M staff have worked very diligently to monitor and remove any debris that could impede flow through OID's South Main canal. Unfortunately multiple slides on the Joint Main canal have required emergency repairs to be initiated recently and are still prohibiting any water conveyance through the facility. The Knights Ferry water right holders have been notified of such as it also affects their ability to receive water. According to SSJID, who handles all maintenance and construction activities on the Joint Main canal, the repairs under the worst case scenario have the potential to delay any deliveries to the north side of the district until the end of March.

Starting an offset rotation schedule from the south side is not ideal for a variety of reasons, but staff will continue to closely monitor irrigation demand while the construction timeline for the Joint Main repairs is finalized. To provide flexibility while working through these issues, staff is requesting authorization for the General Manager to have the discretion to make the determination of when to start the 2017 water season.



**FISCAL IMPACT:** None

**ATTACHMENTS:**

- February 1<sup>st</sup> DWR Forecast of Unimpaired Runoff
  - February 27th USBR Daily CVP Water Supply Report
- 

**Board Motion:**

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

**VOTE**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

**B120 (02/08/17 1412)**

Department of Water Resources  
California Cooperative Snow Surveys

February 1, 2017 FORECAST  
OF UNIMPAIRED RUNOFF  
(in thousands of acre-feet)

## April-July Forecast

	April thru July	Percent of Average	80% Probability Range
<b>NORTH COAST</b>			
Trinity River at Lewiston Lake	710	111%	530 - 1100
Scott River near Fort Jones	214	124%	
<b>SACRAMENTO RIVER</b>			
Sacramento River above Shasta Lake	300	102%	
McCloud River above Shasta Lake	410	106%	
Pit River above Shasta Lake	1170	115%	
Total inflow to Shasta Lake	1960	112%	1500 - 2960
Sacramento River above Bend Bridge	2740	113%	2040 - 4410
Feather River at Oroville	2330	137%	1630 - 3770
Yuba River at Smartsville	1340	138%	940 - 2030
American River below Folsom Lake	1790	149%	1240 - 2810
<b>SAN JOAQUIN RIVER</b>			
Cosumnes River at Michigan Bar	200	160%	130 - 380
Mokelumne River inflow to Pardee	680	149%	540 - 980
Stanislaus River below Goodwin Res.	1040	152%	810 - 1500
Tuolumne River below La Grange	1820	153%	1430 - 2610
Merced River below Merced Falls	970	156%	790 - 1480
San Joaquin River inflow to Millerton Lk	2050	167%	1690 - 2870
<b>TULARE LAKE</b>			
Kings River below Pine Flat Res.	1970	163%	1570 - 2770
Kaweah River below Terminus Res.	470	165%	370 - 710
Tule River below Lake Success	120	190%	94 - 210
Kern River inflow to Lake Isabella	930	203%	780 - 1410
<b>NORTH LAHONTAN</b>			
Truckee River, Tahoe to Farad accretions	400	160%	
Lake Tahoe Rise, in feet	2.0	149%	
West Carson River at Woodfords	78	150%	
East Carson River near Gardnerville	290	159%	
West Walker River below Little Walker	230	150%	
East Walker River near Bridgeport	115	189%	

## Water-Year (WY) Forecast and Monthly Distribution

	Oct thru Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Water Year	80% Probability Range	WY % Avg
Trinity, Lewiston	608	240	220	250	280	150	30	25	22	1825	1515 - 2495	135
Inflow to Shasta	2948	1290	1050	700	625	365	270	230	222	7700	6585 - 10125	132
Sacramento, Bend	4917	1805	1895	1130	860	430	320	300	293	11950	10150 - 16240	140
Feather, Oroville	2756	1000	1150	890	840	420	180	115	99	7450	6035 - 10355	169
Yuba, Smartsville	1838	510	590	460	520	290	70	30	22	4330	3585 - 5615	191
American, Folsom	2384	650	745	590	680	420	100	25	16	5610	4615 - 7450	214
Cosumnes, Mich.Bar	413	140	178	95	75	25	5	2	2	935	750 - 1405	247
Mokelumne, Pardee	424	105	155	165	265	205	45	7	4	1375	1170 - 1800	184
Stanislaus, Gdw.	669	175	250	260	400	290	90	20	11	2165	1810 - 2830	188
Tuolumne, LaGrange	1048	300	330	380	630	580	230	55	22	3575	2970 - 4680	187
Merced, McClure	512	175	180	200	350	320	100	26	12	1875	1600 - 2600	189
San Joaquin, Mil.	700	200	240	360	680	680	330	100	40	3330	2840 - 4390	186
Kings, Pine Flat	480	180	230	320	660	670	320	91	34	2985	2470 - 4010	175
Kaweah, Terminus	158	75	80	105	160	145	60	16	6	805	660 - 1140	178
Tule, Success	98	52	60	50	44	20	6	3	2	335	280 - 515	228
Kern, Isabella	184	73	110	190	310	280	150	55	28	1380	1180 - 2000	190

## Notes:

50 year averages are based on years 1961 to 2010.

Unimpaired runoff represents the natural water production of a river basin, unaltered by upstream diversions, storage, or by export or import of water to or from other watersheds. Groundwater changes due to human activity or not considered. Forecasted runoff assumes median conditions subsequent to the date of forecast. Runoff probability ranges are statistically derived from historical data.

The 80% probability range is comprised of the 90% exceedance level value and the 10% exceedance level value.

The actual runoff should fall within the stated limits eight times out of ten.

Forecast point names are based on USGS gage names.

For more information please contact:

John King (916) 574-2637 John.J.King@water.ca.gov  
Steve Nemeth (916) 574-2634 Stephen.Nemeth@water.ca.gov

UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. BUREAU OF RECLAMATION-CENTRAL VALLEY PROJECT-CALIFORNIA

**DAILY CVP WATER SUPPLY REPORT**

**FEBRUARY 27, 2017**

RUN DATE: February 28, 2017

**RESERVOIR RELEASES IN CUBIC FEET/SECOND**

RESERVOIR	DAM	WY 2016	WY 2017	15YR MEDIAN
TRINITY	LEWISTON	305	290	300
SACRAMENTO	KESWICK	3,118	68,287	3,755
FEATHER	OROVILLE (SWP)	950	2,500	1,750
AMERICAN	NIMBUS	4,841	32,172	1,753
STANISLAUS	GOODWIN	202	219	253
SAN JOAQUIN	FRIANT	271	8,967	118

**STORAGE IN MAJOR RESERVOIRS IN THOUSANDS OF ACRE-FEET**

RESERVOIR	CAPACITY	15YR AVG	WY 2016	WY 2017	% OF 15 YR AVG
TRINITY	2,448	1,614	846	1,917	119
SHASTA	4,552	3,175	2,744	3,870	122
FOLSOM	977	491	609	434	88
NEW MELONES	2,420	1,413	454	1,567	111
FED. SAN LUIS	966	712	303	916	129
TOTAL NORTH CVP	11,363	7,404	4,956	8,704	118
MILLERTON	520	314	263	429	137
OROVILLE (SWP)	3,538	2,198	1,847	2,667	121

**ACCUMULATED INFLOW FOR WATER YEAR TO DATE IN THOUSANDS OF ACRE-FEET**

RESERVOIR	CURRENT WY 2017	DRIEST WY 1977	WETTEST WY 1983	15 YR AVG	% OF 15 YR AVG
TRINITY	1,064	56	738	452	236
SHASTA	5,612	1,142	4,167	2,447	229
FOLSOM	4,150	160	2,282	993	418
NEW MELONES	1,136	0	760	336	339
MILLERTON	1,227	99	1,125	343	358

**ACCUMULATED PRECIPITATION FOR WATER YEAR TO DATE IN INCHES**

RESERVOIR	CURRENT WY 2017	DRIEST WY 1977	WETTEST WY 1983	AVG (N YRS)	% OF AVG	LAST 24 HRS
TRINITY AT FISH HATCHERY	35.64	6.47	34.76	22.91 ( 55 )	156	0.00
SACRAMENTO AT SHASTA DAM	80.14	7.82	65.82	43.40 ( 60 )	185	0.05
AMERICAN AT BLUE CANYON	110.43	11.54	69.50	45.51 ( 42 )	243	0.16
STANISLAUS AT NEW MELONES	38.81	0.00	29.64	18.73 ( 39 )	207	0.15
SAN JOAQUIN AT HUNTINGTON LK	66.92	7.80	56.90	28.40 ( 42 )	236	0.04

## BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 19  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON THE DETERMINATION OF SURPLUS WATER AND AVAILABILITY FOR OUT-OF-DISTRICT USE**

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**RECOMMENDED ACTION:** Approve Availability of Water Surplus

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**BACKGROUND AND/OR HISTORY:**

New Melones inflow to date is almost double the 600k acre feet needed to allow OID access to its full 300k acre foot allocation. A nearly full root zone from a very wet winter, the chance of intermittent rainfall from March to June to further diminish water demand, coupled with a less than average ET summer will generate surplus water supplies for OID.

As provided by policy, Oakdale Irrigation District (OID) typically makes a determination on the availability of "surplus" surface irrigation water at the first board meeting in March. The availability of surplus water is limited to that water which falls under OID's pre-1914 water right.

Water surplus to the needs of OID's in-district constituents is made available to local Out-of-District water users and then to Out-of-Area users. Out of District Service Agreements are the mechanism used for local out-of-district water users. The approval of these annual agreements is at the discretion of the Board of Director.

Comment letters received to OID's 2016 CEQA document for the provision of surplus water to out of district lands emphasized the legal limitation to providing out-of-district water, that being only under OID's pre-1914 water right. Delivery of water beyond that right would necessitate approval from the State Water Board.

In most "normal" years pre-1914 water is generally available through June. This is not a normal year and OID will need to monitor at which point pre-1914 water may cease to be available. To deliver post-1914 water to out of district lands, OID would have to prepare an EIR for approval by the State Water Board (Water Code §§1701, 1725). That effort would take an extensive amount of time and money to complete and not in OID's interest to pursue at this time.

**FISCAL IMPACT:** Unknown at this time

**ATTACHMENTS:** None

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**Board Motion:**

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

**VOTE:**

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

## BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 20  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE 2017 OUT-OF-DISTRICT SERVICE APPLICATIONS**

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**RECOMMENDED ACTION:** Approve

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### BACKGROUND AND/OR HISTORY:

The following three groups of applicants are recommended for approval for 2017 Out-of-District water service with a fully executed Agreement Establishing the Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries:

1. Fringe parcels
  - An exception was provided to fringe parcels in the Fringe Parcels Water Allocation Policy to allow the same means and methods for volumetric measurement of in-district water deliveries from the existing delivery point(s) to be utilized for out-of-district water deliveries.
2. APNs: 002-040-007/009/017/019 – Hunter
  - In July of 2016, Mr. Hunter was provided a variance to out-of-district measurement requirements on these parcels to allow the out-of-district water rate to apply to his estimated water usage at the ET application for his pasture at an assumed irrigation efficiency of 70%.
3. The list of 2016 CEQA applicants
  - This includes a total of +/-8,020 acres of out-of-district lands.

OID is awaiting a decision in the Oakdale Groundwater Alliance, Louis F. Brichetto, Robert N. Frobose vs OID, et. al., Stanislaus County Court, Case No. 2019380. Until that decision is rendered OID will not be processing any further out-of-district service applications.

**FISCAL IMPACT:** Unknown at this time

**ATTACHMENTS:** None

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### Board Motion:

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

### VOTE:

**Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)**

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

# BOARD AGENDA REPORT

Date: March 7, 2017  
Item Number: 21  
APN: Varies

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO SET THE 2017 OUT-OF-DISTRICT WATER RATE AND REQUIRE WATER RESERVATIONS WITH AN UPFRONT NON-REFUNDABLE PAYMENT**

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**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

Assuming action was taken in the previous agenda item, declaring "surplus" water available for annual Out-of-District Service Agreements, staff is asking the Board to address two other matters;

- (1) Setting the price of out-of-district water rate;
- (2) Setting a reservation requirement to applicants for out-of-district water.

Setting the Out-of-District Water Rates:

The 2016 Out-of-District water rate was \$100 per acre-foot. This rate has increased incrementally over the last 5 years to reach a market rate for water.

Out-of-district water users are using water that has been conserved by OID through project investments. The cost of that conserved water, as was presented at the last Board meeting, is \$95 per acre foot. If it costs OID \$95 per acre foot to generate conserved water it would be in OID's interest to attempt to recoup those costs. It is for this reason that staff believes the current rate of \$100 per acre foot for local out of district water use is a fair rate.

Out-of-District Water Use Reservations:

A total of 5,000 acre-feet was set aside in 2016 for out-of-district use locally. Less than 450 acre-feet of that was used in 2016 on the 8,020 acres of land owned by the Out-of-District applicants.

To insure full utilization of all its water resources annually, staff would like to suggest requiring an upfront commitment on annual water use by each of its out-of-district water users. If there is no annual commitment at a point of delivery, OID will make no reservation for that water user(s). If there is a commitment to take water OID would set an allocation aside for that out-of-district delivery point. Having done that staff believes the out-of-district user should pay a minimum amount or partial or full use fee (non-refundable) for that water OID has set aside for their use.

**FISCAL IMPACT:** \$500,000 (assuming all 5,000 acre feet available are reserved and paid for upfront)

**ATTACHMENTS:** None

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**Board Motion:**

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

**VOTE:**

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

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



# **COMMUNICATIONS**

**GENERAL MANAGER'S REPORT – Attached**

**WATER OPERATIONS REPORTS – None Attached**

**WATER COUNSEL'S REPORT – None Attached**

**COMMITTEE REPORTS – None Attached**

**DIRECTORS' COMMENTS/SUGGESTIONS – None Attached**

## **BOARD MEETING OF MARCH 7, 2017**

# GENERAL MANAGER'S REPORT





# OAKDALE IRRIGATION DISTRICT MEMORANDUM

To: Steve Knell, General Manager

From: Kathy Cook, Chief Financial Officer

Date: February 21, 2017

**Subject: WC E-MOD – JULY 1, 2017 – JUNE 30, 2018**

---

Attached is a copy the District's 2017-2018 Workers' Compensation Renewal E-Mod Rating. Beginning July 2017 the District's E-Mod is **59%**. Based on estimated wages this reduction reflects an estimated savings of \$80,000, or 34%, during the above referenced policy period.

Thanks to your efforts, those of the managers, supervisors, and all employees, the District is reaping the benefits of providing a comprehensive safety program and a safe work environment for its employees. I search back 20-years and this is the best rating the District has had in 20 years. Good job!

Steve —



1112 I Street, Suite 300  
 Sacramento, California 95814-2865  
 T 916.231.4141 or 800.537.7790 \* F 916.231.4111

Maximizing Protection. Minimizing Risk. • [www.sdrma.org](http://www.sdrma.org)

February 14, 2017

Ms. Kathy Cook  
 Chief Financial Officer  
 Oakdale Irrigation District  
 1205 East F Street  
 Oakdale, California 95361

**COPY**

**RECEIVED**

**FEB 16 2017**

**OAKDALE ID**

Dear Ms. Cook,

**GOOD NEWS FOR YOUR 2017-18 FISCAL YEAR BUDGET!**

On behalf of the Special District Risk Management Authority Board of Directors we are pleased to announce the Board took action on February 2, 2017, approving **no rate increase for the Workers' Compensation Program for 2017-18!**

To assist your agency in their budgeting process, SDRMA has estimated 2017-18 annual contribution amounts using your agency's applicable Individual Class Code Rates, Experience Modification Factor (EMOD) and prior year Estimated Payroll Wages. Your agency's actual annual contribution amount will also vary from 2016-17 as a result of variances in your reported payroll, EMOD (worksheet attached) and Credit Incentive Program (CIP) points earned.

Summary	2017-18	2016-17	\$ Change	% Change
<b>Estimated Annual Contribution</b>	<b>\$152,148</b>	<b>\$232,090</b>	<b>-\$79,942</b>	<b>-34%</b>

Detail	2017-18	2016-17
2016-17 Estimated Payroll Wages	\$5,055,127	\$5,055,127
Member's Individual Class Code Rates	See attached	See attached
Risk Factor - <i>if applicable</i>		
<b>EMOD</b>	<b>59%</b>	<b>90%</b>
Advanced Credit Incentive Program (CIP)	15%	15%
5% Multi-Program Discount - <i>if applicable</i>	\$0	\$0

*Other Important Items to Note:*

- The Board also approved a longevity distribution for 2016-17 which will be applied to your agency's 2017-18 renewal invoice. Additional details will be mailed under a separate letter later this month.
- Our Multi-Program Discount provides members a great opportunity to save money. Members receive an automatic multi-program discount of 5% per program (Property/Liability and Workers' Compensation) while they belong to both programs.
- SDRMA's Safety/Claims Education Day/Annual Membership Meeting is Tuesday, March 28 at the Hilton Sacramento Arden West Hotel and is FREE to SDRMA members including meals. For more information, please visit our website at [www.sdrma.org](http://www.sdrma.org) and click on "Register for a Training Workshop" on the right side of the page.
- Members considering to withdraw from coverage with SDRMA for the 2017-18 program year are required to submit a "Notice of Intent to Withdraw" according to SDRMA Bylaws by April 1 and must have completed the initial 3-year commitment period. Members not renewing coverage for 2017-18 will be ineligible to receive the longevity distribution credit recently approved by the Board.

Thank you for your continued participation in helping make SDRMA the premier risk management program in California! If you have any questions, please contact Heather Thomson, Chief Financial Officer at 800.537.7790 or [hthomson@sdrma.org](mailto:hthomson@sdrma.org).

Sincerely,  
 Special District Risk Management Authority

*Jean Bracy*  
 Jean Bracy, President  
 Board of Directors

February 22, 2017

Ms. Kathy Cook  
Chief Financial Officer  
Oakdale Irrigation District  
1205 East F Street  
Oakdale, California 95361

**RECEIVED**

**FEB 24 2017**

**OAKDALE ID**

**RE: Workers' Compensation Longevity Distribution**

Dear Ms. Cook,

On February 2, 2017, the SDRMA Board of Directors approved a longevity distribution for the eighth year in a row. The Longevity Distribution Policy was adopted by the Board to recognize and reward members for their loyalty and commitment to SDRMA programs. The policy is consistent with the goals and objectives of the Board's strategic business plan and helps ensure pool stability by rewarding members for remaining in our Property/Liability and Workers' Compensation programs.

**This year, the Board approved a longevity distribution in the amount of \$463,920 for Workers' Compensation members and \$247,965 for Property/Liability members.** For the Workers' Compensation program, over 90% of members will receive the distribution credit and for the Property/Liability program, over 91% of members will receive the distribution credit.

Congratulations! Since you have participated in our Workers' Compensation Program for 10 years as of June 30, 2016, your agency will receive a longevity distribution credit on your 2017-18 renewal contribution invoice in the amount of \$5,019. We encourage you to share this valuable news with your governing body!

There is no action required by your agency. Every member that has completed the 3 full program year initial commitment period for the Workers' Compensation program is eligible to receive a longevity distribution credit when they renew coverage. The longevity distribution may be declared by the Board of Directors each year only after all Board policy reserve requirements have been met. The amount available for the longevity distribution is the amount of investment earnings on reserves above the Board approved confidence level for each program as of June 30. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.

**REMINDER** – SDRMA's Safety/Claims Education Day/Annual Membership Meeting is Tuesday, March 28 at the Hilton Sacramento Arden West Hotel and is FREE to SDRMA members including breakfast, lunch and refreshments. For more information, please visit our website at [www.sdrma.org](http://www.sdrma.org) and click on "Register for a Training Workshop" on the right side of the page.

Thank you for your participation and helping make SDRMA a premier risk management provider! If you have any questions, please contact the SDRMA Finance Department at 800.537.7790 or 916.231.4141.

Sincerely,  
Special District Risk Management Authority



Jean Bracy, President  
Board of Directors

**Mid-Pacific Region  
Sacramento, Calif.**

MP-17-032

Media Contact: Russell Grimes, 916-978-5100, [rwgrimes@usbr.gov](mailto:rwgrimes@usbr.gov)

For Immediate Release: Feb. 28, 2017

## **Reclamation Announces Initial Water Supply Allocation for the Central Valley Project**

SACRAMENTO, Calif. – The Bureau of Reclamation today announced the initial 2017 water supply allocation for Central Valley Project contractors in the Friant Division, Eastside Division and Municipal & Industrial Water Service Contractors in the American River Division.

“The 2017 water year has been an extreme year thus far, with precipitation throughout the Central Valley on track to be the highest in our historic records,” said Reclamation’s Acting Mid-Pacific Regional Director Pablo Arroyave. “As such, Reclamation is taking an approach to the announcement of CVP water allocations this year that differs from our historic practice.”

Given that inflow to Shasta Lake has already exceeded the volume necessary to be certain that this is not declared a Shasta Critical Year, Reclamation has notified the Sacramento River Settlement Contractors, San Joaquin River Exchange Contractors and Refuge Contractors of that fact. Regarding the remainder of the allocations to CVP contractors, although the CVP is operationally integrated, each individual reservoir has unique and specific operational criteria that must also be met. With this initial allocation announcement, Reclamation is targeting districts that receive water directly from Folsom, New Melones and Millerton reservoirs given the large snow pack and unusually high projected runoff this spring and summer.

The remaining water service contractors can expect an initial contract allocation amount in mid-to-late March. As Reclamation continues to refine the water supply allocation for these contractors, Reclamation will take advantage of the current hydrology to ensure specific districts’ water needs are met to the maximum extent practicable. While this allocation approach is warranted now, in future years Reclamation will continue to strive to release initial allocations for all water users in February.

Specific to the South-of-Delta water service contractors, a substantial amount of CVP water is already in storage south of the Delta, and the Federal share of San Luis Reservoir will be full within the first week of March. Given the extraordinary large snow pack and very high river flows this year, much of the water currently in storage in the Federal share of San Luis Reservoir will be available for delivery to CVP water service contractors this spring and summer.



Reclamation currently estimates that at least 900 thousand acre-feet of water will be available for delivery to South-of-Delta water service contractors this year, and additional supplies will likely be available once seasonal operational forecasts are developed later in March. The 900 taf estimate represents the combined delivery of both 2017 CVP supplies and carryover supplies from last year. The exact amount of each type of supply is subject to hydrologic conditions this spring, and the overall allocation of water south of the Delta must be validated by the operational studies to be based on the March 1 snow surveys and runoff forecasts.

The California Department of Water Resources reports that as of Feb. 27, 2017, the statewide average snow water equivalent in the Sierra Nevada was 45 inches, as compared to 21 inches on Feb. 27, 2016. Precipitation is currently over 200 percent of the seasonal average to date for the Sierra Nevada for this point in the water year (beginning Oct. 1, 2016).

Reclamation determines the allocation of water for CVP contractors based upon many factors, including hydrologic conditions, reservoir storage levels, water quality requirements, water rights, contractual obligations and endangered species protection measures. After evaluating these factors, Reclamation is announcing the initial allocation to the following:

#### **American River Division Contractors**

- American River Division M&I water service contractors will receive 100 percent of their contract supply.

#### **Friant Division Contractors**

- Pursuant to Reclamation's previous discussions with Friant Division contractors and based upon Millerton Lake storage as well as current and forecasted hydrologic conditions in the Upper San Joaquin River Basin, the Friant Division allocation is 100 percent of Class 1 supplies. In addition, as long as current hydrologic and operational conditions exist and there is a need to evacuate water from Millerton Lake in order to prevent or minimize spill or to meet flood control criteria (currently referred to as "uncontrolled season"), Friant contractors may schedule and take delivery of Class 2 supplies up to the contract maximum, consistent with contract terms and conditions.
- Unreleased Restoration Flow supply related to the San Joaquin River Restoration Program of 358,730 acre-feet are being made available in a block that needs to be scheduled and delivered by June 15 to avert flood management concerns.

#### **Eastside Water Service Contractors**

- Eastside water service contractors (Central San Joaquin Water Conservation District and Stockton East Water District) will receive 100 percent of their contract supply.

This initial allocation is based on a conservative estimate of the amount of water that will be available for delivery to these CVP water users and reflects current reservoir storages, precipitation, and snowpack in the Central Valley and Sierra Nevada. "We will continue to carefully monitor hydrologic

conditions and collaborate with our stakeholders and partners to manage our water resources as effectively as possible,” said Arroyave.

The CVP began the 2017 water year last October with 4.9 million acre-feet of carryover storage in six key CVP reservoirs — Shasta, Trinity, Folsom, Millerton, New Melones and the Federal share of San Luis Reservoir. This is 82 percent of the 15-year average annual carryover and 2 million acre-feet more than the amount with which the Mid-Pacific Region began WY 2016 on Oct. 1, 2015.

As the water year progresses, changes in hydrology and opportunities to deliver additional water will influence future allocations. Water supply updates will be made as appropriate and posted at <http://www.usbr.gov/mp/cvp-water/index.html>.

For additional information, please contact the Public Affairs Office at 916-978-5100 (TTY 800-877-8339) or email [mppublicaffairs@usbr.gov](mailto:mppublicaffairs@usbr.gov).

# # #

Reclamation is the largest wholesale water supplier in the United States, and the nation’s second largest producer of hydroelectric power. Its facilities also provide substantial flood control, recreation, and fish and wildlife benefits. Visit our website at <http://www.usbr.gov>. Follow us on Twitter [@USBR](https://twitter.com/USBR) and [@ReclamationCVP](https://twitter.com/ReclamationCVP).



# TRI-DAM OPERATION'S DAILY REPORT OF MIDNIGHT WATER DATA

1-Mar-17

	DONNELLS	BEARDSLEY	SAND BAR	MELONES	TULLOCH
MAX ELEV	4916.00	3397.00		1088.00	510.00
MAX STORAGE	64,325	97,802		2,419,523	66,968
SPILL CREST	4898.00	3368.00	2755.00	1088.00	481.00
STORAGE	56,893	77,838		2,419,523	37,623

ELEVATION	4,896.52	3,369.12	2,756.64	1,012.06	501.76
STORAGE	56,297	78,575		1,585,265	57,225
STORAGE CHANGE	(258)	(33)		6,719	265
ACRE FEET USED	1,350	1,265	1,101	465	410
AVERAGE DRAFT	681	638	555	234	207
AVERAGE SPILL	0	591			0
AVERAGE BYPASS	46	0	0		0
AVERAGE INFLOW	596	1,212		3,651	341
MIDNIGHT DRAFT	672	632	555		208
MIDNIGHT SPILL	0	580			0
MIDNIGHT BYPASS	45	0	0		0
PEAK INFLOW	682	1,248			1,011

## GENERATION

HOURS RUN	24:00	24:00	24:00		24:00
KWH	1,738,154	258,524	387,185		46,795
MONTHLY TOTAL	1,738,154	258,524	387,185		46,795

## GOODWIN

ELEVATION	359.71
STORAGE	517
SURCHARGE	15
JT MAIN AVERAGE	0
SO MAIN AVERAGE	0
SSJID MAIN AVERAGE	0
OID NORTH AVERAGE	0
GAYLORD AVERAGE	0
FRYMIRE AVERAGE	0
SEWD AVERAGE	0

## A-BAY

ELEVATION	3136.26
STORAGE	388
AVERAGE DRAFT	140
AVERAGE SPILL	661
S-88 AVERAGE	423
S-89 AVERAGE	801
S-98 AVERAGE	207
BLACK CREEK	23

## WEATHER

WEATHER	HI TEMP	LO TEMP	PRECIP	MONTH	ANNUAL
STRAWBERRY	42	14	0.00	0.00	60.16
DONNELLS	NA	NA	0.00	0.00	59.72
BEARDSLEY	45	26	0.00	0.00	61.47
SAND BAR	48	30	0.00	0.00	68.05
TULLOCH	58	40	0.00	0.00	30.39

CHECKED BY: WHITE

SPICER  
RELIEF

131966  
10665.8

## San Joaquin 5-Station Precipitation (inches)

**Water Year 2017**

**Wednesday, March 01, 2017**

Month	Average (Inches)	Observed (Inches)	Observed (as Percent of Avg)
October-2016	2.1"	6.4"	304%
November-2016	4.7"	2.8"	59%
December-2016	6.2"	8.5"	137%
January-2017	7.5"	25.2"	336%
February-2017	6.9"	17.7"	256%
March-2017	6.1"	0.0"	0%
April-2017	3.6"		
May-2017	1.8"		
June-2017	0.6"		
July-2017	0.3"		
August-2017	0.2"		
September-2017	0.7"		

Total precipitation since Tuesday, February 28, 2017, 0400 PST: 0.0"

Total precipitation for past 7 days, 0400 - 0400 PST: 0.4"

(Monthly totals may not add up to seasonal total because of rounding)

Seasonal Total to Date (Inches)		Seasonal Avg to Date (Inches)		Percent of Seasonal Avg to Date	
60.7"		27.7"		219%	
Water Year Average (Inches)			Percent of an Average Water Year		
40.7"			148%		
Driest Water Years		Precipitation (inches)	Wettest Water Years		Precipitation (inches)
1924		14.8"	1983		77.4"
1977		15.4"	1995		70.0"
2014		20.4"	1969		67.9"
1987		20.4"	1982		67.5"
1931		22.3"	1998		65.2"

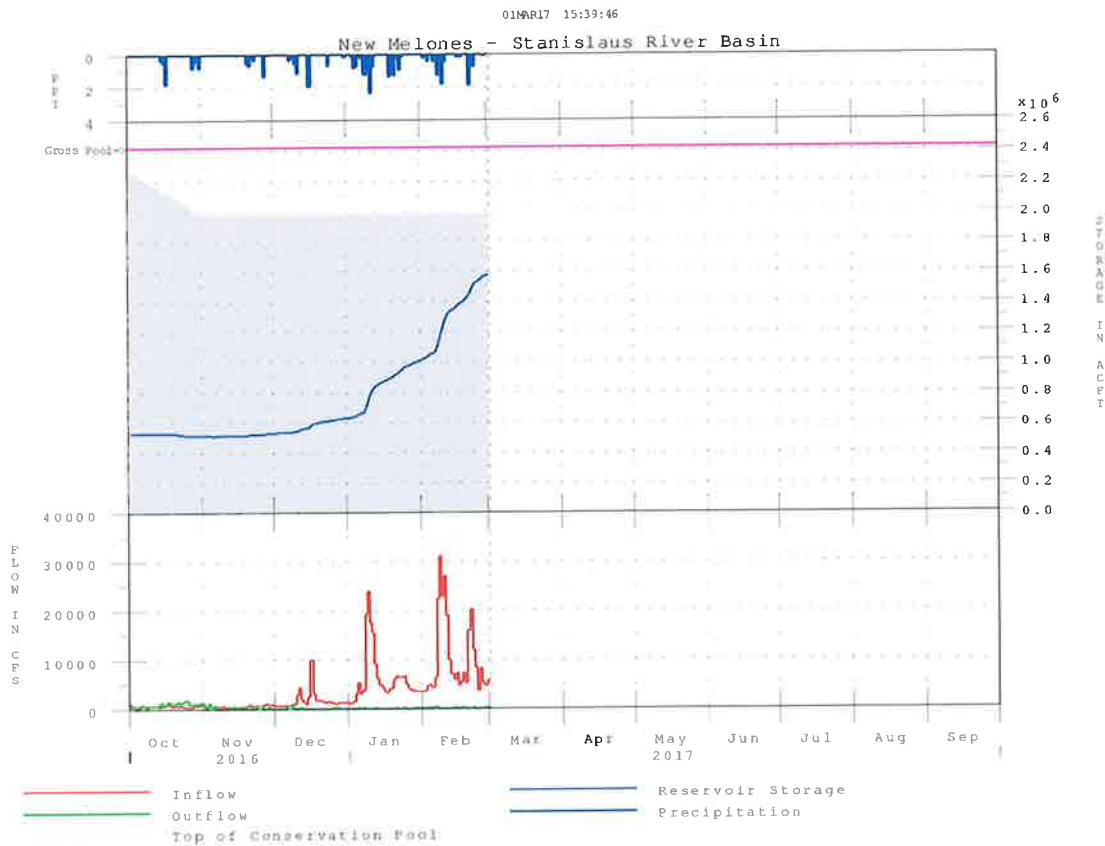
Notes:	Precipitation (inches)	Percent of Average
Last Year Seasonal Total to Date	27.1"	98%
Last Year March-2016 Total	8.7"	143%
Last Year February-2016 Total	2.3"	34%





# Sacramento District Water Control Data System

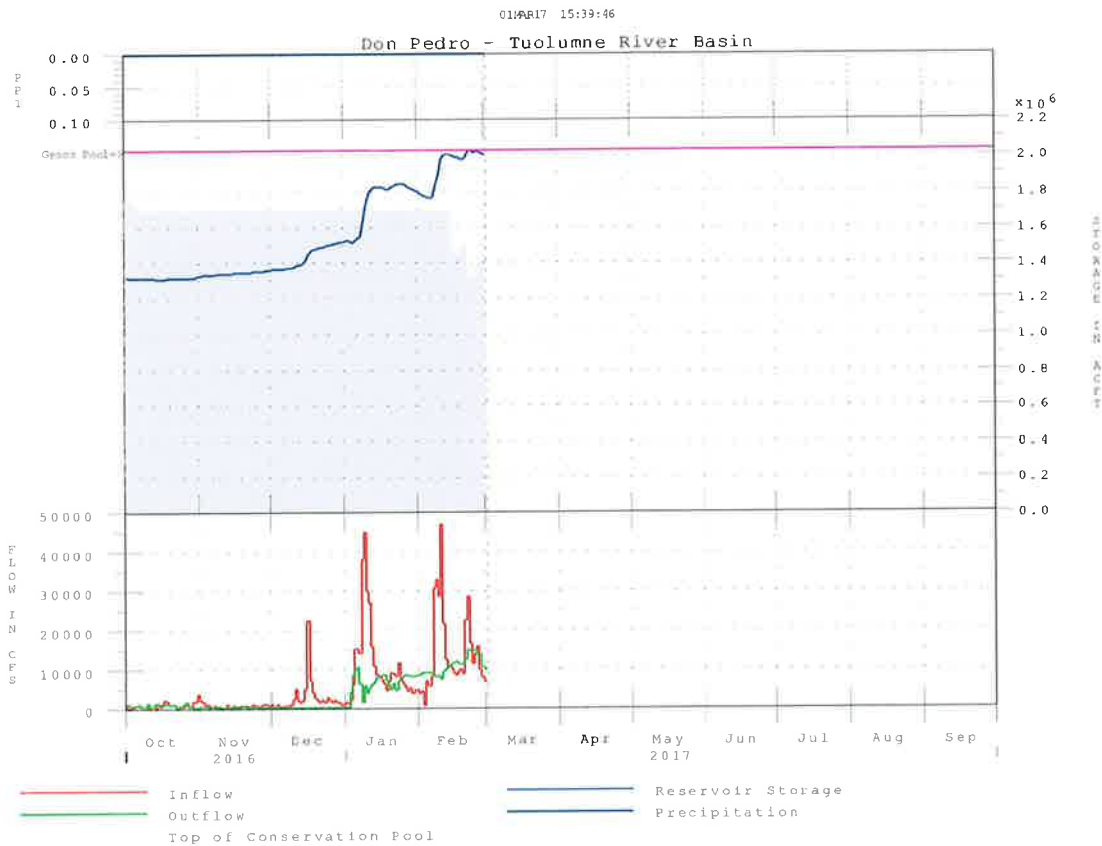
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# Sacramento District Water Control Data System

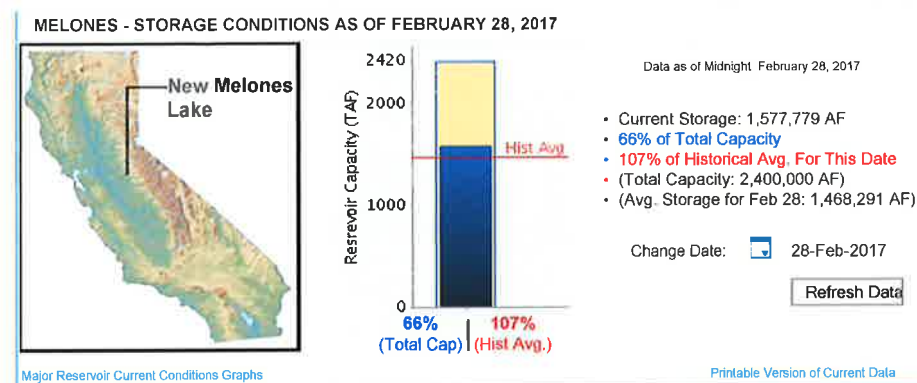
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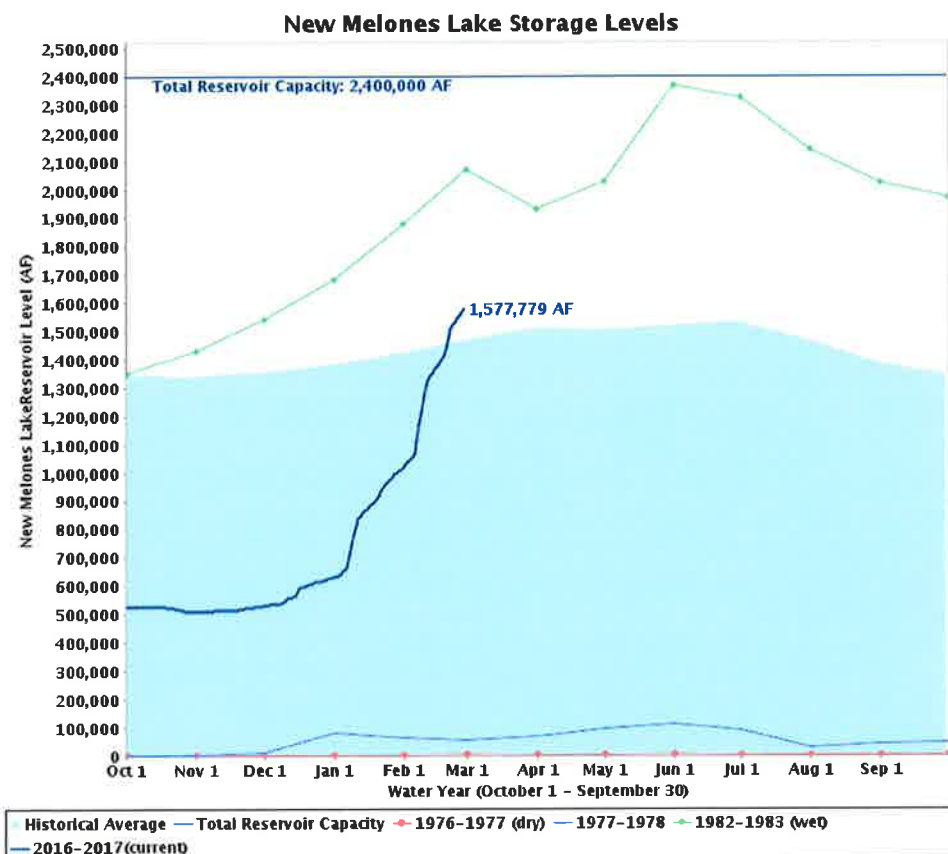
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Melones Storage Level Graph: Choose water years to plot:





# **CLOSED SESSION ITEMS**

## **BOARD MEETING OF MARCH 7, 2017**