AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT TUESDAY, JUNE 6, 2017

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Directors 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.

CONSENT CALENDAR - ITEMS 2 - 20

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.

- 2. Approve the Board of Directors' Minutes of the Regular Meeting of May 2, 2017 and Resolution Nos. 2017-47, 2017-48, and 2017-49
- 3. Approve Oakdale Irrigation District Statement of Obligations
- 4. Approve Improvement District Statement of Obligations
- 5. Approve Assignment of Capital Work Order Numbers
- 6. Approve the Monthly Treasurer and Chief Financial Officer's Reports for the Month Ending April 30, 2017
- 7. Approve Resolution Adopting the VantageCare Retirement Health Saving (RHS) Program
- 8. Approve Resolution Selecting Four Candidates to the SDRMA Board of Directors
- 9. Approve Resolution Adopting the Revised Groundwater Sustainability
 Agency Boundary Map for the Eastern San Joaquin Groundwater
 Subbasin and Submittal of the Map to the California Department of Water
 Resources
- 10. Approve Agreement with Steven Haglund and Authorize General Manager to Execute
- 11. Approve Agreement with Schaafsma Enterprises and Authorize General Manager to Execute
- 12. Approve Purchase of One (1) Wacker Rammer Model BS60-4S from United Rental (Budgeted)
- 13. Approve Work Release No. 003 to Professional Services Agreement 2014-PSA-001 with Marcia Herrmann Design for On-Call Services
- 14. Approve Request to Reconnect Sub-Standard Parcels (APNS: 002-065-002/003/008, 002-067-001/008, 002-071-001 Fields)
- 15. Approve Encroachment Permit on the Strecker Drain (APN: 002-056-016 3R Ranches, LP, John and Jacqueline Brichetto 2008 Revocable Trust Dated May 7, 2008, Joseph P. Brichetto, and John M. Brichetto)
- 16. Approve Encroachment Permit on the Richardson Pipeline Extension (APN: 062-001-003 Donald G. Belletto)
- 17. Approve Encroachment Permit on the Chappel Pipeline (APN: 207-290-38 Beck)

- 18. Approve Encroachment Permit on the Chappel Pipeline (APN: 207-290-71 Dykxhoorn)
- 19. Approve Encroachment Permit on the Fairbanks Pipeline (APN: 207-270-12 Steadman)
- 20. Approve Notification Agreement of Crossing of the North Main Canal (APNS: 002-066-008/009 Pacific Gas & Electric)

ACTION CALENDAR - ITEMS 21 - 36

- 21. Review and take possible action to **Adopt the Resolution Approving the Reapportionment / Redistricting Policy**
- 22. Review and take possible action to Certify the Vote of the Improvement District No. 2 Membership to Approve the Funds to Repair the Improvement District No. 2 Pipeline
- 23. Review and take possible action to Certify the Vote of the Improvement District No. 2 Membership to Approve the Funds to Prepare Plans for Future Replacement of the Improvement District No. 2 Pipeline
- 24. Review and take possible action to Provide Water to Additional Out-of-District Applicants without a CEQA Document and Provide a Variance to the Out-of-District Water Measurement During the 2017 Irrigation Season
- 25. Review and take possible action to Approve the Agreement Establishing Terms and Conditions of Annexation of Land into the Oakdale Irrigation District and Establishing Terms and Conditions of Service and Covenant Running with the Land and Authorize the General Manager to Execute the Agreement (APN: 002-020-007 Brichetto)
- 26. Review and take possible action to Approve the Agreement Establishing
 Terms and Conditions of Annexation of Land into the Oakdale Irrigation
 District and Establishing Terms and Conditions of Service and Covenant
 Running with the Land and Authorize the General Manager to Execute
 the Agreement (APN: 002-053-021 Paddock)
- 27. Review and take possible action to Approve the Agreement Establishing Terms and Conditions of Annexation of Land into the Oakdale Irrigation District and Establishing Terms and Conditions of Service and Covenant Running with the Land and Authorize the General Manager to Execute the Agreement (APN: 207-090-02 Naraghi)

- 28. Review and take possible action to Approve the Agreement Establishing Terms and Conditions of Annexation of Land into the Oakdale Irrigation District and Establishing Terms and Conditions of Service and Covenant Running with the Land and Authorize the General Manager to Execute the Agreement (APN: 010-072-002 A.L. Gilbert)
- 29. Review and take possible action to Approve the Agreement Establishing
 Terms and Conditions of Annexation of Land into the Oakdale Irrigation
 District and Establishing Terms and Conditions of Service and Covenant
 Running with the Land and Authorize the General Manager to Execute
 the Agreement (APN: 010-015-061 Hoekstra)
- 30. Review and take possible action to Approve the Agreement Establishing Terms and Conditions of Annexation of Land into the Oakdale Irrigation District and Establishing Terms and Conditions of Service and Covenant Running with the Land and Authorize the General Manager to Execute the Agreement (APN: 002-050-003 Dorrepaal)
- 31. Review and take possible action to Approve the Agreement Establishing
 Terms and Conditions of Annexation of Land into the Oakdale Irrigation
 District and Establishing Terms and Conditions of Service and Covenant
 Running with the Land and Authorize the General Manager to Execute
 the Agreement (APN: 006-091-004/006 Brichetto)
- 32. Review and take possible action to Approve the Agreement Establishing
 Terms and Conditions of Annexation of Land into the Oakdale Irrigation
 District and Establishing Terms and Conditions of Service and Covenant
 Running with the Land and Authorize the General Manager to Execute
 the Agreement (APN: 002-052-010/011/015/021 Vergurg)
- 33. Review and take possible action to Approve the Agreement Establishing Terms and Conditions of Annexation of Land into the Oakdale Irrigation District and Establishing Terms and Conditions of Service and Covenant Running with the Land and Authorize the General Manager to Execute the Agreement (APN: 002-049-013 Traina)
- 34. Review and take possible action to Approve the Agreement Establishing Terms and Conditions of Annexation of Land into the Oakdale Irrigation District and Establishing Terms and Conditions of Service and Covenant Running with the Land and Authorize the General Manager to Execute the Agreement (APN: 010-015-071 Hoekstra)
- 35. Review and take possible action on the **Re-Scheduling of the Second Board Meeting of the Month**
- 36. Review and take possible action to Cancel the Board Meeting Scheduled for July 4, 2017 and July 18, 2017 and Hold One Special Board Meeting on July 11, 2017

DISCUSSION - ITEM 37

37. Discussion on 2017 Irrigation Season Water Budget and Groundwater Levels within the Oakdale Irrigation District Service Area

COMMUNICATIONS - ITEM 38

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

CLOSED SESSION - ITEM 39

- 39. Closed Session to discuss the following:
 - A. Government Code §54956.9(d)(1) Existing Litigation (5 cases)
 Oakdale Groundwater Alliance; Frobose, Brichetto, et al. v. Oakdale
 Irrigation District
 Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.,
 Chris Lewis v. Oakdale Irrigation District
 Gregory L. Ellis, et al., v. Oakdale Irrigation District
 Oakdale Irrigation District, et al. v. State Water Resources Control Board, et al.
 - B. Government Code §54956.9(d)(4) Initiation of Litigation One (1) Case
 - C. Government Code §54956.9(d)(2)(3) Significant Exposure to Litigation
 One (1) Case
 - D. Government Code §54956.8 Conference with Real Property Negotiator

Negotiating Parties: OID and Bobby Goad Property: APN: 064-032-001

Under Negotiations: Price and terms

E. Government Code §54957.6 - Conference with Labor Negotiator

Agency Negotiator: General Manager Unrepresented Employee: General Manager

OTHER ACTION - ITEM 40

40. Adjournment:

- A. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, June 20, 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, June 15, 2017 at 9:00 a.m. in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the 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 JUNE 6, 2017



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF JUNE 6, 2017

BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

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APN:

N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING

OF MAY 2, 2017 AND RESOLUTION NOS. 2017-47, 2017-48, AND 2017-49

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- > Draft Minutes of the Board of Directors' Regular Meeting of May 2, 2017
- > Draft Resolution No. 2017-47
- > Draft Resolution No. 2017-48
- ➤ Draft Resolution No. 2017-49

Board Motion:	
Motion by:	Second by:
VOTE: Webb (Yes/No) Doornenbal (Yes/No) Osm	undson (Yes/No) Altieri (Yes/No) Santos (Yes/No)
Action(s) to be taken:	

MINUTES

Oakdale, California May 2, 2017

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

Directors: Steve Webb, President

Herman Doornenbal, Vice President

Gary Osmundson

Gail Altieri Linda Santos

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

There were no additions or deletions of Agenda Items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

At the hour of 9:02 a.m. the Board welcomed public comment.

PUBLIC COMMENT ITEM NO. 1

There being no Public Comment; Public Comment closed at 9:02 a.m. and the Board Meeting continued.

<u>CONSENT ITEMS</u> ITEM NOS. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14

ITEM NO. 2 <u>APPROVE THE BOARD OF DIRECTORS</u> <u>MINUTES OF THE SPECIAL MEETING OF APRIL 18, 2017</u> AND RESOLUTION NOS. 2017-44, 2017-45, AND 2017-46

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Board of Directors' Minutes of the Special Meeting of April 18, 2017 and Resolution Nos. 2017-44, 2017-45, and 2017-46.

ITEM NO. 3 APPROVE THE OAKDALE IRRIGATION DISTRICT STATEMENT OF OBLIGATIONS

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

ITEM NO. 4 APPROVE THE MONTHLY TREASURER AND CHIEF FINANCIAL OFFICER'S REPORT FOR THE MONTH ENDING MARCH 31, 2017

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the monthly Treasurer and Chief Financial Officer's Report for the month ending March 31, 2017.

ITEM NO. 5 APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS

A motion as made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the assignment of the following Capital Work Order Numbers:

The second secon			
Facility	Project Description	Estimated Cost	Work Order No.
South Main Canal	Two-Mile Bar construction of 5,949 LF tunnel.	\$16,820,353	2017-013
Paulsell Lateral	Install 3-18"x22' 100 PSI PIP PVC, 1-18" 45 deg elbow, 1-18" 11.25 deg elbow, 1-18" coupler, 1-12"x7.5' Fresno 101C slide gate, 1-5'x7' precast MBI w/ starter coupler and mis appurtenances. (APN: 008-001-018)	86,900 sc.	2017-014
Lambuth Drain	Install 1-drop inlet structure with trash rack and air vent assembly, 2-36" starter couplers 20 LF-30" 100 PSI PIP PVC, 1-concrete connection collar and 15 tons of rip rap. (APN: 002-016-014)	36,600	2017-015
Lambuth Drain	Install 2,200 linear feet of six-strand barbed wire fence. (APN: 002-016-014)	16,900	2017-016

ITEM NO. 6 <u>APPROVE PAYMENT OF CLAIM</u> PRESENTED BY CROSS A. DAIRY, LP

A motion as made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the payment of claim presented by Cross A. Dairy, LP in the sum of \$700.

ITEM NO. 7

APPROVE WORK RELEASE NO. 028 TO GENERAL SERVICES

AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING,

BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA. STANDARD

DROP INLET STRUCTURE LOCATED ON THE LAMBUTH DRAIN

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve Work Release No. 028 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for cutting, bending, and placement of rebar for one (1) ea. standard drop inlet structure located on the Lambuth Drain.

ITEM NO. 8

APPROVE WORK RELEASE NO. 029 TO GENERAL SERVICES
AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING,
BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA. STANDARD
DROP INLET STRUCTURE LOCATED ON THE PAULSELL LATERAL

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve Work Release No. 029 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for cutting, bending, and placement of rebar for one (1) ea. standard drop inlet structure located on the Paulsell Lateral.

ITEM NO. 9

APPROVE WORK RELEASE NO. 066 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PREPARE A PLAT AND LEGAL DESCRIPTION MONUMENT PRESERVATION FOR TWO-MILE BAR TUNNEL PROJECT THROUGH APN: 063-130-41

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve Work Release No. 066 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for professional services to prepare a plat and legal description monument preservation for Two-Mile Bar Tunnel Project through APN: 063-130-41.

ITEM NO. 10 <u>APPROVE PURCHASE ONE (1) 72" ROLLING</u> TOOL CHEST FROM STRICTLY TOOL BOXES (BUDGETED)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the purchase of one (1) 72" rolling tool chest from Strictly Tool Boxes (budgeted).

ITEM NO. 11 APPROVE PURCHASE OF ONE (1) AIR CONDITIONING RECOVERY RECYCLE RECHARGE MACHINE FROM MOTOR PART DISTRIBUTORS (BUDGETED)

A motion as made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the purchase of one (1) air conditioning recovery recycle recharge machine from Motor Part Distributors (Budgeted).

ITEM NO. 12 APPROVE RESOLUTION TO SURPLUS DISTRICT PROPERTY

A motion as made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Resolution to Surplus District Property.

APPROVE DEFERRED CONDITIONS OF APPROVAL AGREEMENT (APNS: 064-027-022/023 – RIGHTFORK FOUNDATION AND DOUGLAS T. HOLZUM AND JENNIFER A. HOLZUM)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Deferred Conditions of Approval Agreement (APNS: 064-027-022/023 – Rightfork Foundation, Douglas T. Holzum and Jennifer A. Holzum).

ITEM NO. 14 APPROVE ENCROACHMENT PERMIT AND AGRICULTURAL DISCHARGE PERMIT ON THE HIRSCHFELD LATERAL (APN: 207-290-31 – KENNETH W. GRACE)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Encroachment Permit and the Agricultural Discharge Permit on the Hirschfeld Lateral (APN: 207-290-31 – Kenneth W. Grace).

The above Consent Items passed 5-0 by the following votes:

Ayes:

Directors Webb, Doornenbal, Osmundson, Altieri, Santos

Noes:

None

Absent:

None

ACTION CALENDAR ITEMS NOS. 15

ITEM NO. 15 REVIEW AND TAKE POSSIBLE ACTION ON THE RE-SCHEDULING OF THE SECOND BOARD MEETING IN MAY

A motion was made by Director Webb, seconded by Director Altieri, and unanimously supported to cancel the second Board Meeting in May.

The motion passed 5-0 by the following vote:

Ayes:

Directors Webb, Doornenbal, Osmundson, Altieri, Santos

Noes:

None

Absent

None

ITEM NO. 160

A. GENERAL MANAGERS REPORT

General Manager Steve Knell reported on various operations of the District.

B. COMMITTEE REPORTS

There were no committee reports.

C. DIRECTORS COMMENTS

Director Santos

Director Santos stated that the final count for the recall election should be certified this week. She thanked everyone for their tremendous effort with this recall. Director Santos stated that the best thing that came out of this recall was that she got to interact and meet more people than she would have normally in her lifetime.

Director Altieri

Directors Altieri stated that she confronts wrong head on. Director Altieri discussed an issue involving a miscommunication with the scheduling of water on the Crouch Lateral.

At the hour of 9:18 a.m. the Board adjourned to Closed Session

CLOSED SESSION ITEM NO. 17

A. Government Code §54956.9(d)(1) - Existing Litigation (4 cases)

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

Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.,

Chris Lewis v. Oakdale Irrigation District

Gregory L. Ellis, et al., v. Oakdale Irrigation District

B. Government Code §54956.9(d)(2)(3) – Significant Exposure to Litigation One (1) Case

At the hour of 10:11 a.m. the Board reconvened to open session.

Coming out of Closed Session the following reportable action was made:

Closed Session 17.A.

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

A motion was made by Director Santos and seconded by Director Altieri to not pursue an appeal, to comply with the Judge's Decision to do an Environmental Impact Report (EIR) for the On-Farm Conservation Project to get the project back on track, and was voted as follows:

Ayes:

Directors Santos, Altieri

Noes:

Directors Webb, Doornenbal, Osmundson

Absent:

None

Motion failed by a vote of 2-3.

A motion was made by Director Doornenbal and seconded by Director Osmundson to appeal the Judge's Decision, and was voted as follows:

Ayes:

Directors Webb, Doornenbal, Osmundson

Noes:

Directors Santos, Altieri

Absent:

None

Motion passed by a vote of 3-2.

Closed Session 17.A.

Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.,

A motion was made by Director Santos and seconded by Director Altieri to dismiss the frivolous lawsuit filed by the three Board members against Director Santos and Director Altieri. The motion failed 2-3 by the following roll call vote:

Director Altieri

Yes

Director Santos

Yes

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Director Doornenbal No Director Osmundson No Director Webb No

OTHER ACTION ITEM NO. 18

At the hour of 10:13 a.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday**, **June 6**, **2017 at 6:00 p.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, May 18, 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. 2017-47

OF PROPERTY NO LONGER NECESSARY FOR DISTRICT PURPOSES

WHEREAS, the Oakdale Irrigation District, hereinafter referred to as "District" may, under the provisions of Section 22500 of the Water Code, dispose of property of the District which it finds no longer necessary for District purposes; and

WHEREAS, the Board of Directors of the District find that the property listed below is no longer necessary for District purposes, and that it is in the best interest of the District to dispose of the surplus property listed on Attachment "A."

NOW, **THEREFORE**, **BE IT RESOLVED** by the Board of Directors of the District that it is in the best interest of the District to dispose of said surplus and salvage property in the most economical manner and direct the General Manager to promptly dispose of same with this intent in mind.

Upon Motion of Director Doornenbal, seconded by Director Osmundson, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 2nd day of May, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President	
Board of Directors	
Steve Knell, P.E.	
•	
General Manager/Secretary	

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-48

ENCROACHMENT PERMIT ON THE HIRSCHFELD LATERAL

APN: 207-290-31

WHEREAS, KENNETH W. GRACE, a single man, is the titled owner of property located in the NW 1/4 of Section 23, Township 1 South, Range 9 East, Mount Diablo Base and Meridian, in the unincorporated area of San Joaquin County, California; and

WHEREAS, KENNETH W. GRACE, a single man, has requested an Encroachment Permit for:

1. One (1) 4" Sch. 40 PVC 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 San Joaquin County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director Doornenbal, seconded by Director Osmundson, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this second day of May, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President	
Board of Directors	
Steve Knell, P.E.	
Board of Directors	
General Manager/Secretary	

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-49

AGRICULTURAL DISCHARGE PERMIT ON THE HIRSCHFELD LATERAL

APN: 207-290-31

WHEREAS, KENNETH W. GRACE, a single man, is the titled owner of property located in Section 23, Township 1 South, Range 9 East, Mount Diablo Base and Meridian, in the unincorporated area of San Joaquin County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE on the HIRSCHFLED LATERAL, constructed in accordance with District Standard Details.

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

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

Upon Motion of Director Doornenbal, seconded by Director Osmundson, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this second day of May, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President Board of Directors	
Board of Billoctors	
Steve Knell, P.E.	
General Manager/Secretary	

BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

3

APN:

N/A

SUBJECT: A	APPROVE OAKDALE	IRRIGATION DISTRICT'S	STATEMENT OF	OBLIGATIONS
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RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

Vendor	<u>Purpose</u>	<u>Amount</u>
Drill Tech Drilling & Shoring, Inc.	Two Mile Bar Tunnel Project	\$509,460.11
Dennis Wing Trucking	Haul Dirt	115,166.00
Haidlen Ford	2017 F-150 2WD and F-250 Super Duty	109,144.69
Kaiser Foundation Health Plan, Inc.	June 2017 Health Insurance	60,887.16
Calpers	Retirement Contribution 5/16 & 6/6	50,960.51
Condor Earth Technologies, Inc.	WR #010, #012	45,866.05
David's Engineering, Inc.	WR #006, #008	43,343.79
Alligare LLC	Magnacide	35,356.69
O'Laughlin & Paris LLP	Attorney Fees	34,707.75
Rubicon, Inc.	Software License, TCC Tuning Service	32,800.00

FISCAL IMPACT: \$1,318,060.16

ATTACHMENTS:

> Statement of Obligations – Accounts Payable

Board Motion:			
Motion by:	Second by:		
VOTE	A CONTRACTOR OF THE CONTRACTOR		

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

June 6, 2017

Accounts Payable Check Register - June 6, 2017



Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361

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Check No	Check Date	Vendor Name	Amount	Description
21214	4/27/2017	State Water Resources Control Board	\$766.00	SWPPP & NOI Fees
21215	5/2/2017	Alligare LLC	\$35,166.54	Magnacide
21216	5/2/2017	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$28,805.78	Attorney Fees
21217	5/2/2017	Ellis Self Storage, Inc.	\$75.00	Storage - May
21218	5/2/2017	O'Laughlin & Paris LLP	\$3,277.50	Attorney Fees
21219	5/2/2017	SWRCB	\$2,856.00	Small Water System Annual Fees 7/1/16 - 6/30/17
21220	5/5/2017	AT&T	\$81.22	Phone Charges 4/25/17 - 5/24/17
21221	5/5/2017	California State Disbursement Unit	\$207.69	Levy
21222	5/5/2017	California State Disbursement Unit	\$194.30	Levy
21223	5/5/2017	Franchise Tax Board	\$520.00	Levy
21224	5/5/2017	Stanislaus County Sheriff's Department	\$36.36	Levy
21225	5/16/2017	Silva Roy & Judy	\$22.14	Refund APN: 20720026
21226	5/16/2017	Hummer William J. & Sally I.	\$99.62	Refund APN: 010-010-033
21227	5/16/2017	O'Roark Richard & Erin	\$65.16	Refund APN: 006-002-063
21228	5/16/2017	ABS Presort, Inc.	\$2,316.78	Water User Notice
21229	5/16/2017	Ace Hardware	\$374.30	Pipe, Screws. Chain, Keys, Covers, Conduit
21230	5/16/2017	ACWA-JPIA	\$8,807.79	Dental/Vision Insurance-June
21231	5/16/2017	Airgas USA, LLC	\$683.82	12" Blower
21232	5/16/2017	Alligare LLC	\$190.15	Hose, Reagent, Gloves
21233	5/16/2017	Ballinger, Michael	\$175.00	VMWare Training - Per Diem
21234	5/16/2017	Battery Systems	\$668.40	Batteries
21235	5/16/2017	Borba, A.J.	\$75.00	Steel-Toe Boots Reimbursement
21236	5/16/2017	Buila, Joseph		ID51 - Mileage
21237	5/16/2017	California Public Employees' Retirement System	\$25,297.16	Retirement Contribution
21238	5/16/2017	Casey Moving Systems Records Management		Shredding - April
21239	5/16/2017	C & C Portables, Inc.	\$928.38	Portable Toilet Rental - April
21240		Central Valley Ag Grinding, Inc.		Waste Disposal
21241	5/16/2017	City of Oakdale - Utilities	*******	Water/Sewer 3/16/17 - 4/15/17
21242	5/16/2017	Coffee Break Service, Inc.	,	Coffee Service
21243	5/16/2017	Comcast Business		Office Phone Charges-May
21244		Condor Earth Technologies, Inc.	\$17,598.55	
21245		Conlin Supply Co., Inc.		6.5' Steel T-Posts, 16' Wire Panels
21246		,		Labor Compliance Services-April
21247		•		Real Quest - April
21248		CPRS District 5		6th Annual Regional Lifeguard In-Service Event
21249		Cutting Edge Supply		Universal Skip Blade, Flex Pin
21250		Dennis Wing Trucking	\$115,166.00	
21251		Devnalysis		Hosting - oidwaterresourcesplan.org, savethestan.org
21252		g		Two Mile Bar Tunnel Project
21253	5/16/2017	Employment Development Department		Unemployment Benefits
21254				Premier Plug, Pallets Bac-T Tests
21255				
21256		• •	•	Nuts, Bolts, Clamps, Cords, Washers, Batteries
21257			•	2016 Audit Services
21258	5/16/2017	First American Title Company	\$45.00	Refund - APN: 130-006-026

Accounts Payable Check Register - June 6, 2017

21268



Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361

	Check				
	No	Check Date	Vendor Name	Amount	Description
	21259	5/16/2017	Frasco Profiles	\$97.50	Background Check
	21260	5/16/2017	GGD Oakdale LLC	\$2,414.07	DSO Office Lease - June
	21261	5/16/2017	Gilton Resource Recovery Transfer Facility, Inc.	\$296.40	Waste Disposal - April
	21262	5/16/2017	Gilton Solid Waste Management, Inc.	\$282.52	Refuse Charges - April
	21263	5/16/2017	Giuliani & Kull, Inc.	\$250.00	WR #059
	21264	5/16/2017	Grainger	\$1,568.00	75' Throw Bag, Hip Waders, Kr
	21265	5/16/2017	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape Maintenan
	21266	5/16/2017	Haidlen Ford	\$77,502.87	2017 F-150 2WD Truck - #186,
	21267	5/16/2017	Herc Rentals Inc.	\$3,533.37	Excavator Rental 3/13/17 - 4/7/
4					

21273	5/16/2017	Kahn, Soares, & Conway, LLP
21274	5/16/2017	Kaiser Foundation Health Plan, Inc.

5/16/2017 Hilmar Lumber, Inc.

21275	5/16/2017	Knell, Steve
21276	5/16/2017	Marcia Herrmann Design
21277	5/16/2017	McMaster-Carr

21278	5/16/2017	Mission Uniform Service
21279	5/16/2017	Modesto Irrigation District
04000	E44040047	N 0 114 11

21280	5/16/2017	NorCal Kenworth
21281	5/16/2017	Oakdale Automotive Repair & Tire

21282	5/16/2017	Oakdale Auto Part
21283	5/16/2017	Oakdale Leader



21287	5/16/2017	Ray Morgan Company
21288	5/16/2017	Redwood Health Services

21289	5/16/2017	Rubicon, Inc.
21290	5/16/2017	Safe-T-Lite of Modesto, Inc.

21291	5/16/2017	Samba Holdings, Inc.
21202	E/10/0017	Con Joseph Vollay Air Doll

21292	5/16/2017	San Joaquin Valley Air Pollution Control District
21293	5/16/2017	Savemart Supermarkets

21294	5/16/2017	Scheftic, John
21295	5/16/2017	Senix Corporation

21296	5/16/2017	Snap-on Industrial
21297	5/16/2017	Spray & Son Janitorial, Inc.

21298	5/16/2017	Streamline

21299	5/16/2017	Sutter Employee Assistance Program
21300	5/16/2017	Tractor Supply Co.

	0 0 0	
21301	5/16/2017	Union Bank N.A.

21302	5/16/2017	United Rentals Northwest, Inc.
21303	5/16/2017	Valley Entry Systems, Inc.

\$2,414.07	DSO Office Lease - June
\$296.40	Waste Disposal - April
\$282.52	Refuse Charges - April
\$250.00	WR #059
\$1,568.00	75' Throw Bag, Hip Waders, Knee Pads
\$495.00	Monthly Landscape Maintenance - April
\$77,502.87	2017 F-150 2WD Truck - #186, #187, #188
\$3,533.37	Excavator Rental 3/13/17 - 4/7/17
\$192.69	Coupler, Bushing
\$348.38	Master Locks
\$450.20	Cylinder Seal Felt, Starter Rope, Crank Assembly, Piston
\$558.88	Pneumatic Clean, Gaskets - #21

\$350.00 Attorney Fees \$60,887.16 June 2017 Health Insurance

\$32.97 Chamber of Commerce Ag Meeting - Dinner \$500.00 April PR

\$240.20 Grommets, Bumper, Pulley

\$2,382.22 Uniform Service \$192.58 Electricity

\$237.88 Handle, Latch - #21

\$688.23 11R24.5 16 Ply Tires - #29, Flat Tire Repair

\$43.34 Relay, Fuse Block, Oil Filter R-10

\$102.80 Water User Notice \$3,107.75 Office Supplies

\$31,430.00 Attorney Fees

\$279.63 6 Sack Concrete

\$426.12 Copier Usage 3/24/17 - 4/23/17

\$200.75 125 Cafeteria Plan & Cobra - June 2017

\$32,800.00 Software License, TCC Tuning Service, NeuroFlo License

\$207.45 Decals, Reflective Signs \$128.88 Fleet Watch - April

\$38.00 Annual Fuel Permit

\$51.84 Ice

\$75.00 Steel-Toe Boots Reimbursement \$4,808.45 Analog UltraSonic Sensor 14' and 30'

\$1,423.98 Prolink IQ Software, Navistar Maxxforce Software

\$2,535.00 Monthly Janitorial Service - April

\$400.00 Monthly Website Fee - April \$400.00 Prior Year EAP Premium

\$102.95 Ford Bed Mat - #186

\$1,500.00 COP - Annual Administration Fee

\$5,532.55 5600A Wacker Generator, Wacker, Trash Pump

\$704.44 Windshield Tags

Accounts Payable Check Register - June 6, 2017



Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361

	No	Check Date	Vendor Name	Amount	Description
-	21304		Verizon Wireless		Cimis Station, Cell Phone Charges - April
	21305	5/16/2017			Drug and Alcohol Awareness Training
	21306	5/16/2017	Visa		State of CA Filing Fee
	21307	5/16/2017			Drug and Alcohol Awareness Training
	21308	5/16/2017	Visa		GPS Device
	21309	5/16/2017	W. H. Breshears, Inc.	\$6,744.42	
	21310	5/16/2017	White Cap Construction Supply		Rig Bags, Hammer, Drills, Saws, Wrench, Wacker
	21311	5/16/2017	Wienhoff Drug Testing, Inc.		Random Selection Drug Testing - April
	21312	5/16/2017	Wille Electric Supply Co., Inc.		Small Dim Fuses
	21313	5/22/2017	California State Disbursement Unit	\$207.69	
	21314	5/22/2017	California State Disbursement Unit	\$194.30	
	21315	5/22/2017	Franchise Tax Board	\$520.00	
	21316	5/22/2017	Gilton Solid Waste Management, Inc.	\$78.00	Refuse Charges - April
	21317	5/22/2017	Sutter Health Plus	\$22,641.81	June 2017 Health Insurance
	21318	5/23/2017	Bureau of Reclamation	\$35.00	Retirement Lunch - USBR Central Valley Ops Manager
	21319	5/23/2017	Visa	\$799.44	ACWA Conference - Lodging
	21320	6/6/2017	Lisa McCallister Et Al	\$36.60	Refund - APN: 062-007-030
	21321	6/6/2017	Brent & RaeAnn Alger	\$700.00	Extra Farming Expenses
	21323	6/6/2017	Raelene E. Mayfield and/or Byron Peterson	\$6.45	Refund - APN: 002-049-011
	21324	6/6/2017	Ace Hardware	\$37.08	PVC Pipe, Keys, Nuts, Bolts, Fasteners
	21325	6/6/2017	Airgas USA, LLC	\$435.58	Weld Wire, Annular Cutter, Plasma Tip, Cylinder Rental
	21326	6/6/2017	Andrews Electric	\$2,367.95	60 HP Newman Motor Rebuild - ID 51
	21327	6/6/2017	AT&T Mobility	\$52.32	GPS Device
	21328	6/6/2017	BG Agri Sales & Service	\$255.45	Wet/Dry Shop Vac, Grinder
	21329	6/6/2017	Kristy Bissell-Vargas	\$108.00	Health and Wellness Reimb May, PE Cert. Payout
	21330	6/6/2017	Joseph Buila	\$137.10	AWWA Membership Renewal, On-call Mileage
	21331	6/6/2017	Bumgardner Biological Consulting, Inc.	\$10,177.10	Two Mile Bar Tunnel Project
	21332	6/6/2017	California Public Employees' Retirement System	\$25,663.35	Retirement Contribution
	21333	6/6/2017	Chicago Title	\$18.62	Refund - APN: 002-049-011
	21334	6/6/2017	City of Oakdale - Utilities	\$349.70	Water/Sewer 4/16/17 - 5/15/17
	21335	6/6/2017	Coffee Break Service, Inc.	\$237.00	Coffee Service
	21336	6/6/2017	Comcast	\$530.81	Analog Lines, T.V., Internet
	21337	6/6/2017	Condor Earth Technologies, Inc.	\$28,267.50	WR #010, WR #012
	21338	6/6/2017	Conlin Supply Co., Inc.		16' Cattle Gates
	21339	6/6/2017	Crop Production Services	•	Bullseye Blue, Weed AR 64
	21340	6/6/2017	Davids Engineering, Inc.		WR #006, WR #008
	21341	6/6/2017	Department of Water Resources		Rodden Lake Fees
	21342		Ellis Self Storage, Inc.		Storage - June
	21343		Far West Laboratories, Inc.	•	Bac-T Tests
	21344		Fastenal Company		Duct Tape, Ear Plugs, Safety Glasses, Coolers, Batteries
	21345	6/6/2017	Fishbio Inc.	• •	Honolulu Bar Phase III 3/1/17 - 4/30/17
	21346		Freeman Designs		WEAP Stickers, DVIR Forms, Driver Repair Reports
	21347		Giuliani & Kull, Inc.		WR #062
	21348	6/6/2017	Green Rubber-Kennedy Ag	·	PVC Hose, Bolt Clamps
	21349	6/6/2017	Haidlen Ford	⊅31,041.8∠	2017 F-250 Super Duty - #79, Brake, Oil Filters - #76

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Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361

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Check No	Check Date	Vendor Name	Amount	Description
21350	6/6/2017	Hilmar Lumber, Inc.		30" x 12" Stub Saddle, 10" Reducer, 30" x 12" Tee
21351	6/6/2017	Hotsy Pacific, Inc.	\$538.78	Power Shine
21352	6/6/2017		\$1,050.75	Crankcase Assembly, Piston, Blower, Chain, Fuel Pump
21353	6/6/2017	Independent Stationers, Inc.	\$351.18	Ink, Index Paper
21354	6/6/2017	Interstate Truck Center	\$494.31	Handle, Clamp - #25, Pneumatic Cleaning - 550 J
21355	6/6/2017	Jorgensen Company	\$366.11	Respirator Cart, Cal Gas
21356	6/6/2017	Steve Knell	\$472.73	Raffle Donation, ACWA Conference - Expenses
21357	6/6/2017	Les Schwab, Inc	\$17.00	Flat Repair - #77
21358	6/6/2017	McMaster-Carr	\$133.61	Marking Flags, Plastic Plug, Shaft Protector, Pick Set
21359	6/6/2017	Mission Uniform Service	\$1,435.33	Uniform Service
21360	6/6/2017	Modesto Steel	\$6,547.14	Sheet 10 Gauge, Rolling, Plasma Cutting, 48" x 96" Plate
21361	6/6/2017	Neopost USA Inc.	\$238.82	Postage Meter Rental 6/18/17 - 9/7/17
21362	6/6/2017	NorCal Kenworth	\$2,149.03	Crankcase, Ventilation, Filters, Tube, EGR Kit Valve
21363	6/6/2017	Oakdale Automotive Repair & Tire	\$1,357.98	LT265/70R17 Tires - #180, Samson Tires - #873, S300
21364	6/6/2017	Oakdale Auto Parts	\$775.37	Adapter, Bed Mat, Relay, Stabilizer - #30, #32
21365	6/6/2017	Oakdale Leader	\$29.17	Community Awareness Ad
21366	6/6/2017	Office Depot	\$826.82	Office Supplies
21367	6/6/2017	OID Improvement Districts	\$11,299.88	Collections Reimbursement - April 2017
21368	6/6/2017	Operating Engineers Union Local No. 3	\$2,940.00	Union Dues - PPE 5/13/17
21369	6/6/2017	PG&E	\$19,646.46	Electricity
21370	6/6/2017	Paddock Appraisal Service, Inc.	\$725.00	WR #007
21371	6/6/2017	Pape Machinery - Power Plan	\$267.67	Gasket, Hose, Flat Belt, O-Ring - 550 JD
21372	6/6/2017	David Poncabare	\$480.00	Productivity Enhancement Cert. Payout
21373	6/6/2017	Principal Financial Group	\$810.04	Life Insurance - June
21374	6/6/2017	Radio Shack	\$9.74	6-Pin Non-Keyed Quick-Con
21375	6/6/2017	Ray Morgan Company	\$277.24	Copier Usage 4/24/17 - 5/23/17
21376	6/6/2017	Safety-Kleen	\$251.34	Used Recycled Oil
21377	6/6/2017	Safe-T-Lite of Modesto, Inc.	\$267.55	First Aid Kits
21378	6/6/2017	Josh Soares	\$150.00	Productivity Enhancement Cert. Payout
21379	6/6/2017	South San Joaquin Irrigation District	\$5,145.01	Routine Joint Supply Maintenance - April
21380	6/6/2017	Sutter Gould Medical Foundation	\$304.00	First Aid Treatment - 8/3/16
21381	6/6/2017	TP Express	\$150.00	Portable Toilet Rental - June
21382	6/6/2017	Tractor Supply Co.	\$205.89	Bed Mat
21383	6/6/2017	Trinitas Olive, LLC.	\$7,000.00	Refund
21384	6/6/2017	Truck nTow.Com	\$1,784.67	LED Light Bars, Golight Magnetic Mounts
21385	6/6/2017	United Textile	\$441.78	Pop-up Dispenser Light
21386	6/6/2017	Leon Van Diepen	\$59.32	Steel-Toe Boots Reimbursement
21387	6/6/2017	Walkers Water Well Drilling	\$283.65	Hydrant Meter Deposit Refund
21388	6/6/2017	John Walsh	\$37.96	Health and Wellness Reimbursement - May
21389	6/6/2017	Brian Waters	\$44.97	Health and Wellness Reimbursement - May
21390	6/6/2017	W. H. Breshears, Inc.	\$9,227.42	Fuel
21391	6/6/2017	White Cap Construction Supply	\$2,642.11	Cooler Rack, Laser, Gas Cutoff Saw
21392	6/6/2017	Wille Electric Supply Co., Inc.		_Fuses, Conduit
			\$1,318,060.16	•

OAKDALE IRRIGATION DISTRICT STATEMENT OF OBLIGATIONS June 6, 2017

Voided Check No. 16108, 16728, 20037, 20063, 21322

ARE APPLIED TO THE GENERAL F	BERED 21214 Through 21392 INCLUSIVE FUND OF OAKDALE IRRIGATION DISTRICT INS AUTHORIZED THERETO.
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BOARD AGENDA REPORT

Date:

June 6, 2017 4

Item Number:

APN.

N/A

AFIN. IV/A
SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS
RECOMMENDED ACTION: Approve
BACKGROUND AND DISCUSSION: Check number 1232 for the reimbursement of Improvement District's April 2017 O & M expenses in the amount of \$4,408.55 is being submitted for Board approval.
FISCAL IMPACT: \$4,408.55
ATTACHMENTS: ➤ Statement of Obligations
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 IMPROVEMENT DISTRICT ACCOUNT

DATE: 6-Jun-17 TO: Oakdale Irrigation District							
MAINTENANCE PAYABLE April April							
I.D. #	O & M Expense	I.D. #	O & M Expense				
1 2 8 13		31 36 38 41	537.44		Note: Included Misc. Recon. Items		
19 20	22.13	45 46	563.74 1,419.97	I.D. #	Construction In Progress		
21 22 26 29	921.30 22.13	48 51 52	921.84	9			
14							
SUB-TOTAL	\$965.56	SUB-TOTAL	\$3,442.99	SUB-TOTAL	\$0.00		
W			VOUCHER CHARG	ES			
			Maintenance & Operations	S	\$4,408.55		
			Capital Projects		\$0.00		
TOTAL AMOUNT \$4,408.55							

OAKDALE IRRIGATION DISTRICT IMPROVEMENT DISTRICTS STATEMENT OF OBLIGATIONS FOR JANUARY 1, 2017 - APRIL 30, 2017

CHECK			
NO.	PAYABLE TO:	AMOUNT	DATE
1227	OAKDALE IRRIGATION DISTRICT	\$11,446.75	01/03/2017
1228	OAKDALE IRRIGATION DISTRICT	56,482.35	01/18/2017
1229	OAKDALE IRRIGATION DISTRICT	3,043.75	02/21/2017
1230	OAKDALE IRRIGATION DISTRICT	9,102.29	03/21/2017
1231	OAKDALE IRRIGATION DISTRICT	4,997.81	04/18/2017
1232	OAKDALE IRRIGATION DISTRICT	4,408.55	06/06/2017

THE FOREGOING CLAIM NUMBERED 1232 WAS APPLIED TO GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

APN: N/A

SUBJECT: APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Facility

Project Description

Estimated Cost Work Order No.

Lower Cometa Lateral

Install approximately 2,000 LF of six-strand barbed wire fence. (APN: 002-001-054)

\$15,400

2017-017

FISCAL IMPACT: \$15,400

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:

June 6, 2017

Item Number:

6

APN:

N/A

SUBJECT: APPROVE THE MONTHLY TREASURER AND CHIEF FINANCIAL OFFICER'S

REPORTS FOR THE MONTH ENDING APRIL 30, 2017

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Actual revenues are at 32.4% of the budget; while actual expenditures (including capital projects and purchases) are at 17.1% of the budget. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

- > Treasurer's Report
- Monthly Financial Reports (unaudited)

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 APRIL 30, 2017

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

PERIOD ENDING	4/30/2017	RATE	3/31/2017	NET CHANGE
OAKDALE IRRIGATION DISTRICT FUNDS	\$160,963.09	0.884%	\$160,655.73	\$307.36
OAK VALLEY COMMUNITY BANK CHECKING	755,452.14		742,705.49	12,746.65
OVCB BUSINESS PLUS SAVINGS	2,419,426.20	.05%25%	1,258,230.73	1,161,195.47
UNION BANK OF CALIFORNIA	60,794,375.01	1.210%	62,682,160.69	(1,887,785.68)
TOTAL TREASURY FUNDS	64,130,216.44		64,843,752.64	(713,536.20)
IMPROVEMENT DISTRICT FUNDS				
IMPROVEMENT DISTRICT'S FUNDS	1,229,543.31		1,219,609.86	9,933.45
TOTAL IMPROVEMENT DISTRICT FUNDS	1,229,543.31	=	1,219,609.86	9,933.45
TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS	\$65,359,759.75		\$66,063,362.50	(\$703,602.75)

OAKDALE IRRIGATION DISTRICT FOR THE PERIOD ENDING APRIL 30, 2017

DISTRICT CASH AND	CASH EQUIVALENTS		4/30/2017	4/30/2016	NET CHANGE
Beginning Balance: 04/01/2017			\$64,843,752.64		
Receipts / Earnings / Transfers			312,186.28		
Expenditures / Transfers		(1,025,722.48)			
TOTAL DISTRICT TREASURY FUNDS ON HAND:		4/30/2017	\$64,130,216.44	\$44,807,097.48	\$19,323,118.96
GENERAL FUND					
Beginning Balance: 04/01/2017			\$12,757,769.16		
RECEIPTS / EARNINGS					
Secretary's Receipts		\$98,101.69			
Interest Earnings		130,346.01			
Collection Receipts		82,987.78			
Total Rec	eipts:		311,435.48		
EXPENDITURES					
Accounts Payable		596,387.61			
Payroll		428,584.07			
Transfers to RWS Reserve	Funds	750.80	6 5		
Total Exp	enditures:		(1,025,722.48)		
BALANCE ON HAND:	4/30/2017		\$12,043,482.16	\$9,416,143.23	\$2,627,338.93
CAPITAL REPLACEMENT	T / IMPROVEMENT RESERV	/E- \$18,000,000 - lin	<u>mit</u>		
Beginning Balance: 04/01/2017			\$18,000,000.00		
Receipts			0.00		
Transfer to General Fund			0.00		
BALANCE ON HAND:	4/30/2017		\$18,000,000.00	\$18,000,000.00	\$0.00
OPERATING RESERVE -	\$6.000.000 max. limit				
Beginning Balance: 04/01/2017		\$3,738,000.00			
Receipts			0.00		
Transfer to General Fund			0.00		
BALANCE ON HAND:	4/30/2017		\$3,738,000.00	\$3,738,000.00	\$0.00
RATE STABILIZATION RI	ESERVE - \$4,500,000 max. I	limit			
Beginning Balance: 04/01/2017			\$2,388,000.00		
Receipts			0.00		
Transfer to General Fund			0.00		
BALANCE ON HAND:			\$2,388,000.00	\$1,388,000.00	\$1,000,000.00
DALANGE ON HAND.			Ψ2,000,000.00	ψ1,000,000.00	\$1,000,000.00

DISTRICT TREASURY	FUNDS - continued	2/28/2017	2/28/2016	NET CHANGE				
VEHICLE AND FOLLOME	NT REPLACEMENT RESERVE - \$1,500,000 m	nax limit						
		\$486,965.71		>				
Beginning Balance: 04/01/2017		0.00						
Transfer Funds to General	Transfer from General Fund							
BALANCE ON HAND:	4/30/2017	0.00 \$486,965.71	\$486,965.71	\$0.00				
MAIN CANAL / TUNNEL IMPROVEMENT RESERVE								
Beginning Balance: 04/01/2017		\$20,064,000.00						
Transfer from General Fund		0.00						
Transfer Funds to General Fund		0.00						
BALANCE ON HAND:	4/30/2017	\$20,064,000.00	\$8,064,000.00	\$12,000,000.00				
BUILDING AND FACILITIE	ES REPLACEMENT RESERVE							
Beginning Balance: 04/01/2017		\$475,000.00						
Transfer from General Fundament	d	0.00						
Transfer to General Fund		0.00						
BALANCE ON HAND:	4/30/2017	\$475,000.00	\$475,000.00	\$0.00				
RURAL WATER SYSTEM	I REPLACEMENT / IMPROVEMENT RESERVE	- \$1.000.000 max. lin	nit					
Beginning Balance: 04/01/2017		\$754,933.77						
Transfer from General Fund		750.80						
Transfer to General Fund	-	0.00						
BALANCE ON HAND:	4/30/2017	\$755,684.57	\$749,206.71	\$6,477.86				
EMPLOYEE COMPENSATED ABSENCES TRUST FUND		\$179,084.00						
Beginning Balance: 04/01/2017		0.00						
Transfer from General Fun	d	0.00						
Transfer to General Fund	4/00/2017	\$179,084.00	\$179,084.00	\$0.00				
BALANCE ON HAND:	4/30/2017	\$179,064.00	\$179,084.00	φυ.υυ				
DEBT RESERVE FUND								
Beginning Balance: 04/01/2017		6,000,000.00						
Receipts		0.00						
Expenditures		0.00						
BALANCE ON HAND:		6,000,000.00	0.00	6,000,000.00				
CERTIFICATES OF PARTICIPATION BONDS - RESERVE FUND (RESTRICTED FUNDS)								
Beginning Balance: 04/01/	\$0.00							
Receipts		0.00						
		0.00						

Expenditures

BALANCE ON HAND:

4/30/2017

0.00

\$0.00

\$2,150,314.82

(\$2,150,314.82)

DISTRICT TREASURY FUNDS - continued	2/28/2017	2/28/2016	NET CHANGE
CERTIFICATE OF DEPOSIT - FISHBIO (RESTRICTED FUNDS)			
Beginning Balance: 04/01/2017	\$0.00		
Receipts	0.00		
Expenditures	0.00		
BALANCE ON HAND: 4/30/2017	\$0.00	\$160,381.29	(\$160,381.29)
			,
RESTRICTED FUNDS	4/30/17	4/30/16	NET CHANGE
IMPROVEMENT DISTRICT'S FUNDS			
Beginning Balance: 04/01/2017	\$1,219,609.86		
Receipts	14,931.26		
Expenditures	(4,997.81)		
BALANCE ON HAND: 4/30/2017	\$1,229,543.31	\$1,070,941.76	\$158,601.55

FILED: June 6, 2017 STATE OF CALIFORNIA / COUNTY OF STANISLAUS

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp May 29, 2017

OAKDALE IRRIGATION DISTRICT

PMIA Average Monthly Yields

TREASURER 1205 EAST "F" STREET OAKDALE, CA 95361

Tran Type Definitions

April 2017 Statement

Effective Transaction Tran Confirm Date Date Type Number **Authorized Caller** Amount 4/14/2017 4/13/2017 QRD 1533642 **SYSTEM** 307.36 **Account Summary** Beginning Balance: Total Deposit: 307.36 160,655.73 Ending Balance: 160,963.09 Total Withdrawal: 0.00

UnionBank.

GLOBAL CUSTODY SERVICES 350 CALIFORNIA STREET, SUITE 2018 SAN FRANCISCO, CA 94104

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OAKDALE IRRIGATION DISTRICT KATHY COOK 1205 EAST 'F' STREET OAKDALE, CA 95361 վիուսիություն այրություն այր այրություն այրություն այրություն այրություն այրո

Overview of Total Account Value

Opening Value on 04/01/2017 Closing Value on 12/31/2016

Closing Value on 04/30/2017 Net Change For Period

Account Statement

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April 1, 2017 through April 30, 2017

Account Name

OAKDALE IRRIGATION DISTRICT

Online Access

unionbank.com/trustandcustody

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Unrealized Gain/Loss Summary Principal Portfolio Summary Cash Transactions Summary Realized Gain/Loss Summary Account Summary Transaction Detail Maturity Summary Asset Detail

> (\$1,898,408.95) \$60,792,976.38 \$62,691,385.33 \$53,200,310.81

4	Market Value Description	10,703,680.29 Cash & Cash Equivalents	35,259,068.80 Government Obligations	12,829,907.29 Corporate Obligations	2,000,320.00 Non-US Securities	\$60,792,976.38 Total Account Value		
	% of Total Account	17.61%	28.00%	21.10%	3.29%	100.00%		
Overview of Account by Investment Category	Your Current Portfolio Mix							





Account Name
OAKDALE IRRIGATION DIST

Principal Portfolio Summary

Description	Market Value	Market Percentage Value of Portfolio	Current Yield	
Cash & Cash Equivalents	10,703,680.29	17.61%	1.11%	
Government Obligations	35,259,068.80	28.00%	0.87%	
Corporate Obligations	12,829,907.29	21.10%	2.23%	
Non-US Securities	2,000,320.00	3.29%	1.25%	
Total Principal Portfolio	\$60,792,976.38	100.00%	1.21%	

Unrealized Gain/Loss Summary

	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	10,686,340.99	10,703,680.29	17,339.30
Government Obligations	35,242,684.47	35,259,068.80	16,384.33
Corporate Obligations	12,863,809.55	12,829,907.29	(33,902.26)
Non-US Securities	2,001,540.00	2,000,320.00	(1,220.00)
Total Gain/Loss	\$60,794,375.01	\$60,792,976.38	(\$1,398.63)

Cash Transactions Summary

Principal Cash		832.21	137,035.83	30,697,475.01	28,648,595.70	\$59,483,938.75
•	Receipts	Dividend	Interest	Sales	Maturites/Redemptions	Total Receipts

Account Statement

Statement Period

April 1, 2017 through April 30, 2017

Cash Transactions Summary (continued)

	Principal Cash
Disbursoments	
Accrued Interest Paid	(3,583.33)
Purchases	(57,465,325.03)
Payments to/for Beneficiaries	(2,000,000.00)
Fees	(15,030.39)
Total Disbursements	(\$59,483,938.75)
Total Net Transactions	\$0.00

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Account Statement

Account Name
OAKDALE IRRIGATION DIST

April 1, 2017 through April 30, 2017

Asset Detail - Principal Portfolio

Cash & Cash Equivalents									
Asset Name	CUSIP	Shares/ Units Held	Cost Basis	Market Value	Prics/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income	
Money Market Funds									
FIDELITY INSTL CASH PORTFOLIOS U S GOVT PORTFOLIO CL-1 #57 ***CASH MANAGEMENT SWEEP*** 316175108	31617510S	87,274.8900	87,274.89	87,274.89	1.0000	0.14%	0.61%	531.51	
Disc Comm'l Paper/Baker Accpt									
ALIANZ FINANCE CORP DISC COML PAPER DTD 03/17/2017 05/17/2017	0188E2SH7	600,000.0000	599,168.67	599,742.00	99,9570 04/28/2017	%66.0	1.18%	7,056.64	
TOYOTA MOTOR CREDIT CO DISC COML PAPER DTD 09/19/2016 06/14/2017	89233GTE6	2,500,000.0000	2,491,092.36	2,496,950.00	99.8780 04/28/2017	4.11%	1.03%	25,600.70	
STANDARD CHARTERED BANK DISC COML PAPER DTD 10/07/2016 07/03/2017	8532 4 TU38	2,705,000.0000	2,699,161.71	2,699,806.40	99.8080 04/28/2017	4.44%	1.08%	29,191.45	
THE COCA COLA COMPANY DISC COML PAPER DTD 11/09/2016 07/10/2017	19121AUA7	1,350,000.0000	1,341,616.50	1,347,111.00	99.7860 04/28/2017	2.22%	0.93%	12,540.89	
TORONTO DOMIN HOLDINGS (USA) INC DISC COML PAPER DTD 01/30/2017 10/27/2017	89116EXT5	1,850,000.0000	1,832,509.28	1,837,679.00	99.3340 04/28/2017	3.02%	1.29%	23,732.76	
THE COCA COLA COMPANY DISC COML PAPER DTD 01/25/2017 12/11/2017	19121AZB0	1,650,000.0000	1,635,517.58	1,635,117.00	99.0980 04/28/2017	2.69%	1.23%	20,175.89	
Total Cash & Cash Equivalents			\$10,686,340.99	\$10,703,680.29		17.61%	1.11%	\$118,829.84	



Account Name
OAKDALE IRRIGATION DIST

Statement Period
April 1, 2017 through April 30, 2017

Asset Detail - Principal Portfolio (continued)

Government Obligations								
Asset Name	CUSIP	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Federal Govt Agency								
FEDERAL FARM CREDIT BANK BONDS DTD 04/12/2016 0.75% 04/18/2018	3133EF3B1	1,000,000.0000	996,080.00	996,140.00	99.6140 04/28/2017	1.64%	0.75%	7,500.00
US Govt Agency - Discount								
FEDL HOME LOAN BK CONS DISC 0.0000% 5/19/2017	313385FU5	10,975,000.0000	10,963,796.35	10,970,939.25	99.9630 04/28/2017	18.05%	0.76%	83,455.76
FEDL HOME LOAN BK CONS DISC 0.0000% 6/9/2017	313385GR1	825,000.0000	823,164.83	824,290.50	99.9140 04/28/2017	1.36%	%250	4,684.18
FEDL HOME LOAN BK CONS DISC 0.0000% 7/7/2017	313385HV1	2,200,000.0000	2,195,664.17	2,196,568.00	99.8440 04/28/2017	3.61%	0.84%	18,402.07
FEDL HOME LOAN BK CONS DISC 0.0000% 7/19/2017	313385JH0	5,100,000.0000	5,089,106.54	5,090,616.00	99.8160 04/28/2017	8.37%	%98.0	43,693.55
FEDL HOME LOAN BK CONS DISC 0.0000% 8/16/2017	313385KM7	1,420,000.0000	1,416,044.95	1,416,364.80	99.7440 04/28/2017	2.33%	0.87%	12,338.40
FEDL HOME LOAN BK CONS DISC 0.0000% 10/20/2017	313385NE2	7,900,000.0000	7,862,712.00	7,865,635.00	99.5650 04/28/2017	12.94%	%86:0	76,893.33
FEDL HOME LOAN BK CONS DISC 0.0000% 10/25/2017	313385NK8	5,925,000.0000	5,896,115.63	5,898,515.25	99.5530 04/28/2017	9.70%	%66.0	58,571.08
Total Government Obligations			\$35,242,684.47	\$35,259,068.80		28.00%	0.87%	\$305,538.37



Account Name
OAKDALE IRRIGATION DIST

Asset Detail - Principal Portfolio (continued)

Corporate Obligations								
Asset Name	CUSIP	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Corporate Bonds								
WELLS FARGO & COMPANY SR NOTES DTD 05/07/2012 2.10% 05/08/2017	94974BFD7	1,100,000.0000	1,109,922.00	1,100,132.00	100.0120 04/28/2017	1.81%	2.10%	23,100.00
BERKSHIRE HATHAWAYFIN CORP SR NT 1.600% 05/15/2017	084664BS9	1,043,000.0000	1,052,032.38	1,043,239.89	100.0230 04/28/2017	1.72%	1.60%	16,688.00
BANK OF NEW YORK MELLON CORP SR NT 1.969% 06/20/2017	064058AA8	500,000.0000	505,160.00	500,435.00	100.0870 04/28/2017	0.82%	1.97%	9,845.00
AMERICAN HONDA FINANCE DTD 07/15/2014 1.2% 07/14/2017	02665WAF8	654,000.0000	655,602.30	653,980.38	99.9970 04/28/2017	1.08%	1.20%	7,848.00
DEERE JOHN CAP CORP MTNS BE FR DTD 09/04/2012 1.20% 10/10/2017	24422ERW1	1,551,000.0000	1,551,421.99	1,551,449.79	100.0290 04/28/2017	2.55%	1.20%	18,612.00
CHEVRON CORP NOTE FLTNG/RT 11/15/17	166764AK6	1,055,000.0000	1,045,568.30	1,056,192.15	100.1130 04/28/2017	1.74%	%00'0	0.11
IBM CORP NOTE 1.125% 02/06/2018	459200HZ7	1,500,000.0000	1,505,070.00	1,498,620.00	99.9080 04/28/2017	2.47%	1.13%	16,875.00
BANK OF NEW YORK MELLON 1.350% 03/06/2018	06406HCJ6	1,200,000.0000	1,199,436.00	1,198,068.00	99.8390 04/28/2017	1.97%	1.35%	16,200.00
CATERPILLAR FINL SVCS MTNS B 5.4500% 4/15/2018	14912L3U3	2,778,000.0000	2,887,342.08	2,875,535.58	103.5110 04/28/2017	4.72%	5.27%	151,401.00
AMERICAN EXPRESS CREDIT 1.875% 11/05/2018	0258M0DZ9	1,350,000.0000	1,352,254.50	1,352,254.50	100.1670 04/28/2017	2.22%	1.87%	25,312.50
Total Corporate Obligations			\$12,863,809.55	\$12,829,907.29		21.10%	2.23%	\$285,881.61



UnionBank.

Account Statement

Statement Period
April 1, 2017 through April 30, 2017

Account Name
OAKDALE IRRIGATION DIST

6736300650

Asset Detail - Principal Portfolio (continued)

■ Non-US Securities								
Asset Name	SUSIP	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfelio	Current Yield	Estimated Annual Income
Non - US Corporate Bonds								
ROYAL BK CDA 1.2500% 6/16/2017	78010UD20	2,000,000,0000	2,001,540.00	2,000,320.00	100.0160 04/28/2017	3.29%	1.25%	25,000.00
Total Non-US Securities			\$2,001,540.00	\$2,000,320.00		3.29%	1.25%	\$25,000.00
Total Principal Portfolio			\$60,794,375.01	\$60,792,976.38		100.00%	1.21%	\$735,249.82
Total Account Values			\$60,794,375.01	\$60,792,976.38		100.00%	1.21%	\$735,249.82

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	Face Value	Par Value	Cost Basis	Market Value	Percentage of Market Value
2017		52,903,000.000	52,766,917.54	52,785,083.41	86.95%
2018		7,828,000.000	7,940,182.58	7,920,618.08	13.05%
2019					
2020					
2021					
2022					
2023	12				
2024					
2025					
2026					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	60,731,000.000	\$60,707,100.12	\$60,705,701.49	100.001



■ Statement Period April 1, 2017 through April 30, 2017

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■ Date	Activity	Activity Description	CUSIP	Principal Cash	Cost Basis
Beginning Balance				\$0.00	\$62,682,160.69
04/03/17	Sales	SOLD 949,144.04 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/03/17	31617510S	949,144.04	(949,144.04)
04/03/17	Dividend	CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-1 #57 DIVIDEND FROM 3/1/17 TO 3/31/17	31617510S	832.21	
04/03/17	Maturites/Redemptions	MATURED 950,000 PAR VALUE OF CHEVRON CORP DC/P 4/03/17 TRADE DATE 04/03/17 950,000 PAR VALUE AT 100 %	16677JR32	944,467.04	(944,467.04)
04/03/17	Interest	CASH RECEIPT OF INTEREST EARNED ON CHEVRON CORP DC/P 4/03/17 0/\$1 PV ON 950,000 PAR VALUE DUE 4/3/2017 950,000 PAR VALUE AT 100 %	16677JR32	5,532.96	
04/03/17	Purchases	PURCHASED 950,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 THADE DATE 04/03/17	31617510S	(950,000.00)	950,000.00
04/03/17	Purchases	PURCHASED 950,000 PAR VALUE OF COOPERATIVE CENTRALE DC/P 4/04/17 TRADE DATE 04/03/17 PURCHASED THROUGH GOLDMAN SACHS (NY) 950,000 PAR VALUE AT 99.9975 %	21687AR47	(949,976.25)	949,976.25
04/04/17	Sales	SOLD 599,168.67 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/04/17	31617510S	599,168.67	(599,168.67)
04/04/17	Maturites/Redemptions	MATURED 820,000 PAR VALUE OF MICROSOFT CORP DC/P 4/04/17 TRADE DATE 04/04/17 820,000 PAR VALUE AT 100 %	59515MR49	817,134.56	(817,134.56)



TRADE DATE 04/05/17



Account Name
OAKDALE IRRIGATION DIST

Transaction Detail (continued)

Account Statement

April 1, 2017 through April 30, 2017

Date	Activity	Activity Description	CUSIP	Principal Cash	Cost Basis
04/04/17	Interest	CASH RECEIPT OF INTEREST EARNED ON MICROSOFT CORP DC/P 4/04/17 0/\$1 PV ON 820,000 PAR VALUE DUE 4/4/2017 820,000 PAR VALUE AT 100 %	59515MR49	2,865.44	
04/04/17	Maturites/Redemptions	MATURED 950,000 PAR VALUE OF COOPERATIVE CENTRALE DC/P 4/04/17 TRADE DATE 04/04/17 950,000 PAR VALUE AT 100 %	21687AR47	949,976.25	(949,976.25)
04/04/17	Interest	CASH RECEIPT OF INTEREST EARNED ON COOPERATIVE CENTRALE DC/P 4/04/17 0/S1 PV ON 950,000 PAR VALUE DUE 4/4/2017 950,000 PAR VALUE AT 100 %	21687AR47	23.75	
04/04/17	Purchases	PURCHASED 1,770,000 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/04/17	31617510S	(1,770,000.00)	1,770,000.00
04/04/17	Purchases	PURCHASED 600,000 PAR VALUE OF ALIANZ FIN CORP DC/P 5/17/17 TRADE DATE 04/04/17 PURCHASED THROUGH GOLDMAN SACHS (NY) 600,000 PAR VALUE AT 99.861445 %	0188E2SH7	(599,168.67)	599, 168.67
04/05/17	Maturites/Redemptions	MATURED 595,000 PAR VALUE OF FHLBC DISC TRADE DATE 04/05/17 595,000 PAR VALUE AT 100 %	313385DY9	594,181.88	(594,181.88)
04/05/17	Interest	CASH RECEIPT OF INTEREST EARNED ON FHLBC DISC 4/05/17 0/%1 PV ON 595,000 PAR VALUE DUE 4/5/2017 595,000 PAR VALUE AT 100 %	313385 D Ү 9	818.12	
04/05/17	Purchases	PURCHASED 595,000 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57	31617510S	(295,000.00)	595,000.00



► Statement Period April 1, 2017 through April 30, 2017

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■ Date	Activity	activity Description	CUSIP	Principal Cash		Cost Basis
04/10/17	Purchases	PURCHASED 1,000,000 PAR VALUE OF FFCB BDS 0.750% 4/18/18 TRADE DATE 04/07/17 PURCHASED THROUGH SCOTT & STRINGFELLOW, INC. 1,000,000 PAR VALUE AT 99.608 %	3133EF3B1	(936,080.00)		00'080'086
04/10/17	Accrued Interest Paid	PAID ACCRUED INTEREST ON PURCHASE OF FFCB BDS 0.750% 4/18/18	3133EF3B1	1 (3,583.33)	3.33)	
04/10/17	Interest	CASH RECEIPT OF INTEREST EARNED ON DEERE JOHN NTS 1.200% 10/10/17 0.006/\$1 PV ON 1,551,000 PAR VALUE DUE 4/10/2017	24422ERW1	V1 9,306.00	00.9	
04/10/17	Sales	SOLD 990,357.33 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/10/17	31617510S	\$ 990,357.33		(990,357.33)
04/12/17	Sales	SOLD 4,195,664.17 UNITS OF FIDELITY GOVT MMKT INST CL-1#57 TRADE DATE 04/12/17	31617510S	S 4,195,664.17		(4,195,664.17)
04/12/17	Payments to/for Beneficiaries	CASH DISBURSEMENT PAID TO OAK VALLEY COMMUNITY BANK WIRE TRANSFER XX6075 OAKDALE IRRIGATION DISTRICT		(2,000,000.00)	0.00)	
04/12/17	Maturites/Redemptions	MATURED 3,425,000 PAR VALUE OF FHLBC DISC TRADE DATE 04/12/17 3,425,000 PAR VALUE AT 100 %	313385EF9	3,420,372.62		(3,420,372.62)
04/12/17	Interest	CASH RECEIPT OF INTEREST EARNED ON FHLBC DISC 4/12/17 0/\$1 PV ON 3,425,000 PAR VALUE DUE 4/12/2017 3,425,000 PAR VALUE AT 100 %	313385EF9		4,627.38	





April 1, 2017 through April 30, 2017

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Detail
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■ Date	Activity	Activity Description	CUSIP	Principal Cash	Cost Basis
04/12/17	Purchases	PURCHASED 3.425,000 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/12/17	31617510S	(3,425,000.00)	3,425,000.00
04/12/17	Purchases	PURCHASED 2,200,000 PAR VALUE OF FHLB DISC NT 7/07/17 TRADE DATE 04/12/17 PURCHASED THROUGH BARCLAYS CAPITAL INC. FIXED IN 2,200,000 PAR VALUE AT 99.80291682 %	313385HV1	(2,195,664.17)	2,195,664.17
04/17/17	Sales	FULL CALL 1,000,000 PAR VALUE OF US BANCORP MTN 1.650% 5/15/17 ST CAPITAL LOSS OF (\$7,040.00) TRADE DATE 04/17/17 FULL CALL	91159ННD5	1,000,000.00	(1,007,040.00)
04/17/17	Interest	FULL CALL CASH RECEIPT OF INTEREST EARNED ON US BANCORP MTN 1.650% 5/15/17 0.006875/\$1 PV ON 1,000,000 PAR VALUE DUE 4/17/201 ACCRUED INCOME ON FULL CALL	91159HHD5	6,875.00	
04/17/17	Interest	CASH RECEIPT OF INTEREST EARNED ON CATERPILLAR FINL BDS 5.450% 4/15/18 0.02725/\$1 PV ON 2,778,000 PAR VALUE DUE 4/15/2017	14912L3U3	75,700.50	
71/71/40	Purchases	PURCHASED 1,082,575.5 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/17/17	31617510S	(1,082,575.50)	1,082,575.50
04/18/17	Interest	CASH RECEIPT OF INTEREST EARNED ON FFCB BDS 0.750% 4/18/18 0.00375/81 PV ON 1,000,000 PAR VALUE DUE 4/18/2017	3133EF3B1	3,750.00	



Account Name

OAKDALE IRRIGATION DIST

► Statement Period
April 1, 2017 through April 30, 2017

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Date	Activity	Activity Description	CUSIP	Principal Cash	Cost Basis
04/18/17	Purchases	PURCHASED 3,750 UNITS OF FIDELITY GOVT MMKT INST CL·I #57 TRADE DATE 04/18/17	31617510S	(3,750.00)	3,750.00
04/19/17	Sales	SOLD 5,089,106.54 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/19/17	31617510S	5,089,106.54	(5,089,106.54)
04/19/17	Maturites/Redemptions	MATURED 4,025,000 PAR VALUE OF FHLB DISC 4/19/17 TRADE DATE 04/19/17 4,025,000 PAR VALUE AT 100 %	313385EN2	4,019,807.75	(4,019,807.75)
04/19/17	Interest	CASH RECEIPT OF INTEREST EARNED ON FHLB DISC 4/19/17 0/51 PV ON 4,025,000 PAR VALUE DUE 4/19/2017 4,025,000 PAR VALUE AT 100 %	313385EN2	5,192.25	
04/19/17	Purchases	PURCHASED 4,025,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/19/17	31617510S	(4,025,000.00)	4,025,000.00
04/19/17	Purchases	PURCHASED 5,100,000 PAR VALUE OF FHLB DISC NTS 7/19/17 TRADE DATE 04/19/17 PURCHASED THROUGH MIZUHO 5,100,000 PAR VALUE AT 99.78640275 %	313385JH0	(5,089,106.54)	5,089,106.54
04/20/17	Maturites/Redemptions	MATURED 395,000 PAR VALUE OF FHLBC DISC TRADE DATE 04/20/17 395,000 PAR VALUE AT 100 %	313385EP7	394,348.69	(394,348.69)
04/20/17	Interest	CASH RECEIPT OF INTEREST EARNED ON FHLBC DISC 0/\$1 PV ON 395,000 PAR VALUE DUE 4/20/2017 395,000 PAR VALUE AT 100 %	313385EP7	651.31	



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Transaction	

■ Date	Activity	Activity Description	CUSIP	Principal Cash	Cost Basis
04/20/17	Purchases	PURCHASED 395,000 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/20/17	31617510S	(395,000.00)	395,000.00
04/21/17	Sales	SOLD 1,416,044,95 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/21/17	31617510S	1,416,044.95	(1,416,044.95)
04/21/17	Maturites/Redemptions	MATURED 4,125,000 PAR VALUE OF FHLB DISC NT 0.00% 4/21/17 TRADE DATE 04/21/17 4,125,000 PAR VALUE AT 100 %	313385EQ5	4,121,871.88	(4,121,871.88)
04/21/17	Interest	CASH RECEIPT OF INTEREST EARNED ON FHLB DISC NT 0.00% 4/21/17 0/51 PV ON 4,125,000 PAR VALUE DUE 4/21/2017 4,125,000 PAR VALUE AT 100 %	313385E05	3,128.12	
04/21/17	Purchases	PURCHASED 4,125,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/21/17	31617510S	(4,125,000.00)	4,125,000.00
04/21/17	Purchases	PURCHASED 1,420,000 PAR VALUE OF FHLB DISC NT 0.00% 8/16/17 TRADE DATE 04/21/17 PURCHASED THROUGH MORGAN STANLEY 1,420,000 PAR VALUE AT 99.72147535 %	313385KM7	(1,416,044.95)	1,416,044.95
04/24/17	Purchases	PURCHASED 2,705,000 PAR VALUE OF STANDARD CHARTERED DC/P 7/03/17 TRADE DATE 04/21/17 PURCHASED THROUGH CITIGROUP 2,705,000 PAR VALUE AT 99.78416673 %	85324TU38	(2,699,161.71)	2,699,161.71
04/24/17	Interest	CASH RECEIPT OF INTEREST EARNED ON CHEVRON CORP NT 0.00001% 11/15/17 0/%1 PV ON 1,055,000 PAR VALUE DUE 4/23/2017	166764AK6	0.03	



Account Name
OAKDALE IRRIGATION DIST

Transaction Detail (continued)

Account Statement

Statement Period
April 1, 2017 through April 30, 2017

■ Date	Activity	Activity Description	CUSIP	Principal Cash	Cost Basis
04/24/17	Sales	SOLD 2,899,161.68 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/24/17	31617510S	2,699,161.68	(2,699,161.68)
04/26/17	Sales	SOLD 7,862,712 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/26/17	31617510S	7,862,712.00	(7,862,712.00)
04/26/17	Maturites/Redemptions	MATURED 7,480,000 PAR VALUE OF FHLB DISC NT 0.00% 4/26/17 TRADE DATE 04/26/17 7,480,000 PAR VALUE AT 100 %	313385EV4	7,469,657.45	(7,469,657.45)
04/26/17	Interest	CASH RECEIPT OF INTEREST EARNED ON FHLB DISC NT 0.00% 4/26/17 0/51 PV ON 7,480,000 PAR VALUE DUE 4/26/2017 7,480,000 PAR VALUE AT 100 %	313385EV4	10,342.55	
04/26/17	Fees	INVESTMENT SERVICES FEE COLLECTED For Period Ending 20170331		(15,030.39)	
04/26/17	Purchases	PURCHASED 7,464,969.61 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/26/17	31617510S	(7,464,969.61)	7,464,969.61
04/26/17	Purchases	PURCHASED 7,900,000 PAR VALUE OF FHLB DISC NT 10/20/17 TRADE DATE 04/26/17 PURCHASED THROUGH MIZUHO 7,900,000 PAR VALUE AT 99.528 %	313385NE2	(7,862,712.00)	7,862,712.00
04/28/17	Sales	SOLD 5,896,115.63 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 04/28/17	31617510S	5,896,115.63	(5,896,115.63)





■ Statement Period April 1, 2017 through April 30, 2017

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04/28/17 Maturites/Redemptions MATURED 6,925,000 PAR VALUE OF FHLB DISC NOTE 4/28/17 FHLB DISC NOTE 4/28/17 5,925,000 PAR VALUE AT 100 % 04/28/17 5,925,000 PAR VALUE AT 100 % 4/28/17 04/28/17 04/28/17 05/51 PV 0N 5,925,000 PAR VALUE DUE 4/28/17 5,925,000 PAR VALUE AT 100 % 5,925,000 PAR VALUE AT 100 % 64/28/17 Purchases PURCHASED 5,925,000 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 7 RADE DATE 04/28/17 TRADE DATE 04/28/17 7 RADE DATE 04/28/17 TRADE DATE 04/28/17 7 RADE DATE 04/28/17 TRADE DATE 04/28/17 7 PURCHASED THROUGH CHASE/GREENWICH CAP 5,925,000 PAR VALUE AT 99.51250008 %	8	CUSIP	Principal Cash	Cost Basis
Interest Purchases Purchases		313385EX0	5,916,777.58	(5,916,777.58)
Purchases vity	72017	313385EX0	8,222.42	
Purchases vity	£2.}	31617510S	(5,925,000.00)	5,925,000.00
Net Activity	IWICH CAP	313385NK8	(5,896,115.63)	5,896,115.63
			\$0.00	(\$1,887,785.68)
Ending Balance			\$0.00	\$60,794,375.01



Account Name

OAKDALE IRRIGATION DIST

Account Statement

- Statement Period

April 1, 2017 through April 30, 2017

Realized Gain/Loss Summary

mount	Long	00:0	\$0.00			
Gain / Loss Amount	Short	(7,040.00)	(\$7,040.00)	TOTAL	(\$7,040.00)	\$0.00
Proceeds		1,000,000.00	\$1,000,000.00	REALIZED	(\$7,040.00)	\$0.00
Cost		1,007,040.00	\$1,007,040.00	DISTRIBUTIONS	\$0.00	\$0.00
Shares		1,000,000.0000				
CUSIP		91159HHD5				
Asset Name		US BANCORP MTN 1.650% 5/15/17	TOTAL	SUMMARY	Short Term Capital Gain / Loss	Long Term Capital Gain / Loss
Sale Date		04/17/17				

Disclaimer

to MUFG Union Bank, N.A. at or after the time we were appointed Custodian or Trustee of the assets. The monthly or quarterly statements of your account may not have correct calculations The amount your account netted on a sale minus the total amount the account paid at initial purchase is your account's realized gain (if positive) or loss (if negative). Cost basis as reported on your UB statement is either a) the lot-specific purchase price minus purchase commissions and fees or b) information provided by the client or their representative of gain/loss for a particular tax lot due to incomplete information. The cost basis information in those statements is preliminary and subject to change if you provide additional data during the year or for other reasons. Therefore, please refer to the Tax Statements that we provide after year-end to determine accurate gain/loss calculations and what we report to the IRS. Please consult your tax advisor for more information. Mutual Fund Capital Gain distributions are not included in this summary.



OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS April 30, 2017

OAKDALE IRRIGATION DISTRICT

April 30, 2017



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OAKDALE IRRIGATION DISTRICT STATEMENT OF NET POSITION



	At April 30			
	2017	2016		
ASSETS				
Current assets:	A 0.005.050	ф. 4.444.007		
Cash and cash equivalents	\$ 3,335,953	\$ 4,444,627		
Investments	60,794,375	38,050,129		
Receivables				
Annexation fees	769,130	746,728		
Agricultural water fees	(482,023)	485,543		
Due from other governmental agencies	707	1,342		
Miscellaneous	185,079	184,282		
Domestic water fees	6,287	9,965		
Inventory of materials and supplies	746,850	819,508		
Prepaid expenses	121,535	110,141		
Due from Improvement Districts	3,017_	1,150		
Total current assets	65,480,910	44,853,415		
Noncurrent assets:	-			
Accounts receivable - delinquencies	2,754	8,276		
Due from other governmental agencies-Prop 1A	101,475	101,647		
Restricted cash and cash equivalents	-	2,310,808		
Restricted Improvement Districts' cash and cash equivalents	1,229,543	1,070,942		
Annexation fees receivable	14,734,124	15,503,254		
Investments in Tri-Dam Project	43,227,700	38,074,439		
Capital assets:	, .			
Not being depreciated	2,851,729	2,751,847		
Being depreciated, net	78,753,778	76,464,537		
Total noncurrent assets	140,901,103	136,285,750		
Total assets	206,382,013	181,139,165		
Deferred outflows of resources	200,002,010			
Pensions	950,403	573,848		
	3,603,277	070,040		
Bonds	4,553,680	573,848		
Total deferred outflows of resources TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	210,935,693	181,713,013		
	210,933,093	101,713,013		
LIABILITIES				
Current liabilities:				
Payable from nonrestricted assets	1 000 700	470.075		
Accounts payable	1,080,723	176,375		
Accrued salaries, wages and related benefits	860,822	828,945		
Unearned revenue	(7,657)	(19,470)		
Deposits payable	775,802	866,373		
Claims payable	10	3,750		
Improvement Districts' deposits payable from restricted assets	1,229,543_	1,070,942		
Total current liabilities	4,848,176	2,944,294		
Noncurrent liabilities:				
Long-term liabilities, due in more than one-year, net	28,874,189	27,678,687		
Pensions	3,368,866_	2,297,665		
Total noncurrent liabilities	32,243,055	29,976,352		
TOTAL LIABILITIES	37,091,231	32,920,646		
DEFERRED INFLOWS OF RESOURCES		/S		
Pensions	572,465	948,385		
Total deferred inflows of resources	572,465	948,385		
Net Position				
Net investment in capital assets	54,327,487	51,589,942		
Restricted for debt service	· · ·	2,149,258		
Restricted for remediation projects	<u> </u>	160,114		
Unrestricted	118,944,510	93,944,668		
TOTAL NET POSITION	\$ 173,271,997	\$ 147,843,982		

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



	Current Month	YTD Actual	2017 Budget	Budget Remaining	% of 2017 Budget Remaining
Operating revenues:	•				
Agricultural water deliver charges (base rate)	(\$1,002,946)	\$921,579	\$1,928,100	\$1,006,521	52%
Water sales	78,000	78,000	6,397,100	6,319,100	99%
Annexation Fees	0	0	1,922,000	1,922,000	100%
Domestic water delivery fee	12,072	44,638	206,300	161,662	78%
Improvement District Fees	1,137	4,889	62,000	57,111	92%
Other water related revenues	5,383	207,975	80,100	(127,875)	160%
Total operating revenues	(906,354)	1,257,081	10,595,600	9,338,519	88%
Operating expenses:					
Operation and maintenance	494,072	1,231,936	5,998,300	4,766,364	79%
Water operations	279,547	465,328	3,021,600	2,556,272	85%
General and administrative	215,400	1,062,328	4,706,700	3,644,372	77%
Depreciation / amortization	202,046	808,184	2,446,500	1,638,316	67%
Total operating expenses	1,191,065	3,567,776	16,173,100	12,605,324	78%
Operating Income (loss)	(2,097,419)	(2,310,695)	(5,577,500)	(3,266,805)	59%
Nonoperating revenues (expenses):					
County property tax appropriations	7,102	663,942	2,275,000	1,611,058	71%
Interest earned	51,668	53,296	697,600	644,304	92%
Debt service interest	346,152	(94,129)	(1,093,000)	(998,871)	91%
Tri-Dam Project distributions	0	6,067,000	10,000,000	3,933,000	39%
Tri-Dam Power Authority distributions	0_	692,000	3,350,000	2,658,000	79%
Total non-operating revenues (expenses)	404,922	7,382,109	15,229,600	7,847,491	52%
Change in net position	(\$1,692,497)	\$5,071,414	\$9,652,100	\$4,580,686	47%
Capital expenditures & debt obligations	\$749,305	\$1,920,966	\$15,476,800	\$13,555,834	88%

OAKDALE IRRIGATION DISTRICT

REVENUES - DETAIL

For the Month Ended April 30, 2017



	Current Month	YTD Actual	2017 Budget	Budget Remaining	% of 2017 Budget Remaining
OPERATING REVENUES	·				
Agricultural water service fees					
Tier 1	(\$886,780)	\$814,997	\$1,706,700	\$891,703	52%
Tier 2	(116,166)	106,582	221,400	114,818	52%
Water Sales					
Tier 1	0	0	696,600	696,600	100%
Tier 2	0	0	650,500	650,500	100%
Local out-of-district	78,000	78,000	50,000	(28,000)	-56%
Out-of-district	0	0	5,000,000	5,000,000	100%
Annexation fees	0	0	1,922,000	1,922,000	100%
Domestic water sales	12,072	44,638	206,300	161,662	78%
Improvement District fees	1,137	4,889	62,000	57,111	92%
Miscellaneous revenues					
Penalties	(3)	18,719	21,300	2,581	12%
Transfer fees	375	1,261	3,700	2,439	66%
Clavey house rental	500	2,000	6,000	4,000	67%
Miscellaneous revenue	4,511	185,995	49,100	(136,895)	279%
Total Operating Revenue	(906,354)	1,257,081	10,595,600	9,338,519	88%
NONOPERATING REVENUES					
County property tax appropriations	7,102	663,942	2,275,000	1,611,058	71%
Investment earnings					
Investment earnings	51,433	52,942	240,000	187,058	78%
General interest (notes)	235	354	457,600	457,246	100%
Tri-Dam Project distributions	0	6,067,000	10,000,000	3,933,000	39%
Tri-Dam Power Authority distributions	0_	692,000	3,350,000	2,658,000	79%
Total Nonoperating Revenues	58,770	7,476,238	16,322,600	8,846,362	54%
TOTAL REVENUES	(\$847,584)	\$8,733,319	\$26,918,200	\$18,184,881	68%

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



	Current Month	YTD Actual	2017 Budget	Budget Remaining	% of 2017 Budget Remaining
OPERATING EXPENSES	:			<u> </u>	
MAINTENANCE					
SSJID Main Supply Diversion Works	\$12,537	\$13,758	\$ 38,000	\$ 24,242	64%
North Main Canal Maintenance	150,778	208,728	406,600	197,872	49%
South Main Canal Maintenance	26,244	67,938	371,800	303,862	82%
Irrigation Water Lateral Maintenance-North Side	102,681	280,010	2,028,500	1,748,490	86%
Irrigation Water Lateral Maintenance - South Side	66,011	276,763	1,472,400	1,195,637	81%
Pumping Plant Operations and Maintenance	12,189	28,933	670,800	641,867	96%
Drainage System Maintenance	26,599	55,175	266,900	211,725	79%
Building and Grounds Maintenance	46,082	139,145	230,800	91,655	0%
Vehicle and Equipment Maintenance	50,951	161,486	512,500	351,014	68%
TOTAL MAINTENANCE	494,072	1,231,936	5,998,300	4,766,364	79%
WATER OPERATIONS					
Domestic Water System Maintenance	11,355	49,651	238,600	188,949	79%
Irrigation Water Operations - North Division	143,357	200,299	1,363,300	1,163,001	85%
Irrigation Water Operations - South Division	121,974	175,799	1,343,300	1,167,501	87%
Drainage Water Operations	449	33,302	18,600	(14,702)	0%
Water Measurement Management	2,412	6,277	57,800	51,523	89%
TOTAL WATER OPERATIONS	279,547	465,328	3,021,600	2,556,272	85%
GENERAL, ADMINISTRATION, AND DEPRECIATION					
General and Administration	215,400	1,062,328	4,706,700	3,644,372	77%
Depreciation and Amortization	202,046	808,184	2,446,500	1,638,316	67%
TOTAL GENERAL, ADMINISTRATION, AND DEPR.	417,446	1,870,512	7,153,200	5,282,688	74%
TOTAL OPERATING EXPENSES	1,191,065	3,567,776	16,173,100	12,605,324	78%
NONOPERATING EXPENSES					
Interest expense	(346,152)	94,129	1,093,000	998,871	91%
TOTAL NONOPERATING EXPENSES	(346,152)	94,129	1,093,000	998,871	91%
TOTAL OPERATING AND NONOPERATING EXPENSES	\$844,913	\$ 3,661,905	\$ 17,266,100	\$ 13,604,195	79%

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



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2017 YTD ACTUAL	2017 BUDGET
Various	Capital Work	Capital construction projects as per WRP (baseline CIP)	\$692,777	\$2,000,000
		Capital construction projects as per WRP (modernization)	340,543	3,000,000
		Two-Mile Bar Tunnel	575,024	8,480,000
00-000-15150-00	Ag Pumping Plants	Major repairs		50,000
00-000-15183-00	Miscellaneous	Electric Vibrator, 10 ft. shaft		1,500
	Construction Equipment	Trash pump - 3"		2,000
		Generator - 5.6 KW		2,700
		Air compressor - 175 PSI with electric start		3,000
		Trash pump - 2" (2)		3,400
		Tool storage chest set		3,500
		Vibratory Rammer		3,900
		Pipeline inspection camera		4,500
		Air conditioning refrigerant recover, recycle, evacuate & rchg unit		6,500
		Venturo electric / hydraulic truck crane (ET-21KX - 3500 lb. rating)		15,000
		Compact excavator w/attachments (2)	128,770	170,000
		Loader		360,000
00-000-15184-00	Autos/Pickups/Trucks/	1/2-ton pickup for DSOs (2)	49,150	60,000
	Trailers	1/2-ton 4 wheel drive pickup for DSO	27,350	32,000
		3/4-ton 4x4 gas pickup with tow package (gasoline) (2)		76,000
		Crew truck with auto crane and custom bed		95,000
		Crew truck with auto crane and custom bed (2016 budget)	99,214	0
00-000-15186-00	Shop/Wshe/Yard Eq.	Commerical ice maker (non-budgeted/replacement)	3,197	0
00-000-15187-00	Office and Engineering	Workstation computers		10,000
	Equipment	Postage machine	4,941	12,800
		Network redundancy and reliability upgrade (virtualization)		200,000
TOTAL CAPITAL PROJ	IECTS AND PURCHASES EXP		1,920,966	14,591,800
00-000-22320-00	Current portion - COP Debt	Principal payment of Series 2016 COP		885,000
TOTAL CAPITAL AND	DEBT EXPENDITURES		\$1,920,966	\$15,476,800

OAKDALE IRRIGATION DISTRICT

OPERATING EXPENSES - DETAIL

For the Month Ended April 30, 2017



ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
U	7,00001111101);		
SSJID MAIN SUPPLY DIVERSION W	ORKS				
	295 - 52000 - 60	Other	\$13,758	\$38,000	\$24,242
	_				
NORTH MAIN CANAL MAINTENANC		9.9	4.075	40.400	44 705
Administration	100 - 52400 - 10		4,675	16,400	11,725
	100 - 52400 - 20		2,900	10,200	7,300
		Total	7,575	26,600	19,025
Bridge/Crossing Maintenance	125 - 52400 - 10	Labor	0	1,500	1,500
	125 - 52400 - 20	Overhead	0	1,000	1,000
	125 - 52400 = 30	Materials	81	300	219
	125 - 52400 - 40	Transportation	0	500	500
	125 - 52400 - 60	Other	0	200	200
		Total	81	3,500	3,419
Occasion Occasional Mariatana and	140 = 52400 = 10	Llabor	4,805	1,100	(3,705)
Concrete Canal Maintenance	140 - 52400 - 10		4,803 2,979	700	(2,279)
	140 - 52400 - 20		3,577	200	(3,377)
	140 - 52400 - 40		3,479	400	(3,079)
	140 - 52400 - 60	•	764	300	(464)
	140 3 32400 3 00	Total	15.604	2,700	(12,904)
		TOTAL	15,004		(12,304)
Dams and Reservoir Maintenance	150 - 52400 - 10	Labor	0	400	400
	150 - 52400 - 20	Overhead	0	300	300
	150 - 52400 - 30	Materials	93	200	107
	150 - 52400 - 60	Other	2,791	5,800	3,009
		Total	2,884	6,700	3,816
Earth Canal Maintenance	165 - 52400 - 10	Labor	10,316	28,800	18,484
Earth Garlat Maintenance	165 - 52400 - 20		6,396	17,900	11,504
	165 - 52400 - 30		11,211	6,000	(5,211)
	165 - 52400 - 40		11,127	10,000	(1,127)
	165 - 52400 - 60		51,316	124,000	72,684
		Total	90,366	186,700	96,334
Pest Control	235 - 52400 - 10		1,249	5,800	4,551
	235 - 52400 - 20		774	3,600	2,826
	235 - 52400 - 30		3,526	23,000	19,474
	235 - 52400 - 40	· ·	1,052	3,000	1,948
		Total	6,601	35,400	28,799

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
NORTH MAIN CANAL MAINTENANCE	- continued		-		
Road Maintenance	260 - 52400 - 1) Labor	0	30,600	30,600
, 1000 Maintonana	260 - 52400 - 2		0	19,000	19,000
	260 - 52400 - 3) Materials	7,495	2,300	(5,195)
	260 - 52400 - 4) Transportation	0	14,700	14,700
	260 - 52400 - 6	Other	63,791	8,000	(55,791)
		Total	71,286	74,600	3,314
SCADA Maintenance	270 - 52400 - 1) Labor	5,768	18,400	12,632
	270 - 52400 - 2) Overhead	3,576	11,500	7,924
	270 - 52400 - 3) Materials	961	2,600	1,639
	270 - 52400 - 4) Transportation	566	1,900	1,334
	270 - 52400 - 5		320	500	180
	270 - 52400 - 6	Other	271	1,100	829
		Total	11,462	36,000	24,538
Structures and Turnout Maintenance	305 - 52400 - 1) Labor	478	14,400	13,922
	305 - 52400 - 2	Overhead	297	9,000	8,703
	305 - 52400 - 3) Materials	1,989	6,800	4,811
	305 - 52400 - 4	Transportation	102	1,200	1,098
	305 - 52400 - 6	Other .	3	3,000	2,997
		Total	2,869	34,400	31,531
TOTAL NORTH MAIN CANAL MAINTE	ENANCE		208,728	406,600	197,872

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SOUTH MAIN CANAL MAINTENANCE					
Administration	- 100 - 52600 - 10) Labor	3,731	9,900	6,169
Administration	100 - 52600 - 10		2,312	6,200	3,888
	100 32300 20	Total	6,043	16,100	10,057
Bridge/Crossing Maintenance	125 - 52600 - 10	Labor	0	1,800	1,800
	125 - 52600 - 20) Overhead	0	1,200	1,200
	125 - 52600 - 30) Materials	81	800	719
	125 - 52600 - 40) Transportation	0	200	200
	125 - 52600 - 60	Other	0	500	500
		Total	81	4,500	4,419
Concrete Canal Maintenance	140 - 52600 - 10) Labor	2,709	7,200	4,491
	140 - 52600 - 20) Overhead	1,680	4,500	2,820
	140 - 52600 - 30		96	1,400	1,304
	140 - 52600 - 40	Transportation	2,865	2,600	(265)
	140 - 52600 - 60	Other	1,511	1,500	(11)
		Total	8,861	17,200	8,339
Dams and Reservoir Maintenance	150 - 52600 - 10) Labor	487	5,400	4,913
	150 - 52600 - 20		302	3,400	3,098
	150 - 52600 - 30		2,703	2,600	(103)
	150 - 52600 - 40) Transportation	0	400	400
		Total	3,492	11,800	8,308
Earth Canal Maintenance	165 - 52600 - 10) Labor	2,039	7,100	5,061
	165 - 52600 - 20) Overhead	1,265	4,500	3,235
	165 - 52600 - 30) Materials	3,144	2,500	(644)
	165 - 52600 - 40	Transportation	1,556	1,400	(156)
	165 - 52600 - 60	Other	18,551	21,100	2,549
		Total	26,555	36,600	10,045
Pest Control	235 - 52600 - 10) Labor	1,585	24,500	22,915
	235 - 52600 - 20) Overhead	983	15,200	14,217
	235 - 52600 - 30) Materials	5,649	103,000	97,351
	235 - 52600 - 40) Transportation	1,953	7,000	5,047
		Total	10,170	149,700	139,530
Road Maintenance	260 - 52600 - 10) Labor	381	18,000	17,619
	260 - 52600 - 20		236	11,200	10,964
	260 - 52600 - 30) Materials	295	3,500	3,205
	260 - 52600 - 40) Transportation	303	6,500	6,197
	260 - 52600 - 60	Other	116	8,000	7,884

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SOUTH MAIN CANAL MAINTENANCE	E - continued				
SCADA Maintenance	270 - 52600 = 10) Labor	4,875	37,200	32,325
	270 - 52600 = 20) Overhead	3,022	23,100	20,078
	270 - 52600 - 30) Materials	487	5,300	4,813
	270 - 52600 - 40) Transportation	204	3,800	3,596
	270 - 52600 - 60	Other	271	2,100	1,829
		Total	8,859	71,500	62,641
Structures and Turnout Maintenance	305 = 52600 = 10) Labor	510	6,900	6,390
	305 = 52600 = 20	Overhead Overhead	316	4,300	3,984
	305 = 52600 = 30) Materials	1,460	2,800	1,340
	305 = 52600 = 40) Transportation	197	1,000	803
	305 - 52600 - 60	Other	63	2,200	2,137
		Total	2,546	17,200	14,654
TOTAL SOUTH MAIN CANAL MAINTE	ENANCE		67,938	371,800	303,862

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MA	INTENANCE - NORTH S	IDE	K		
Administration	100 - 52700 - 10	Labor	20,201	117,100	96,899
	100 - 52700 - 20	Overhead	12,952	72,700	59,748
	100 - 52700 - 30	Materials	3,958	6,000	2,042
	100 - 52700 - 50	Utilities	576	1,600	1,024
		Total	37,687	197,400	159,713
Bridge/Crossing Maintenance	125 - 52700 - 10	Labor	0	2,700	2,700
	125 = 52700 - 20	Overhead	0	1,700	1,700
	125 - 52700 - 30	Materials	28	1,000	972
	125 - 52700 - 40	Transportation	0	500	500
	125 - 52700 - 60	Other	0	500	500
		Total	28	6,400	6,372
Concrete Canal Maintenance	140 52700 10	Labor	532	11,900	11,368
	140 52700 20	Overhead	330	7,400	7,070
	140 52700 30	Materials	1,156	4,200	3,044
	140 52700 40	Transportation	0	2,400	2,400
		Other	113	3,400	3,287
		Total	2,131	29,300	27,169
Earth Canal Maintenance	165 - 52700 - 10	Labor	15,839	127,600	111,761
	165 - 52700 - 20	Overhead	9,821	79,200	69,379
	165 - 52700 - 30	Materials	2,311	32,000	29,689
	165 - 52700 - 40	Transportation	13,232	39,000	25,768
	165 - 52700 - 60	•	21,779	164,000	142,221
		Total	62,982	441,800	378,818
Pest Control	235 - 52700 - 10	Labor	5,828	35,500	29,672
. 55. 55.1	235 - 52700 - 20		3,613	22,100	18,487
	235 - 52700 - 30		22,746	129,800	107,054
	235 - 52700 = 40		7,540	30,000	22,460
	235 - 52700 - 60	<u> </u>	0	200	200
		Total	39,727	217,600	177,873
Pipeline Maintenance	240 - 52700 - 10	Labor	11,533	115,600	104,067
	240 - 52700 - 20		7,151	71,700	64,549
	240 - 52700 - 30		4,676	32,600	27,924
	240 - 52700 - 40		4,504	31,700	27,196
	240 - 52700 - 60	•	5,232	35,700	30,468
		Total	33,096	287,300	254,204
Road Maintenance	260 - 52700 - 10	Labor	4,609	179,700	175,091
	260 - 52700 - 20		2,859	111,500	108,641
	260 - 52700 - 30		3,717	25,000	21,283
	260 - 52700 - 40		3,800	75,000	71,200
	260 - 52700 - 60		3,085	75,000	71,915
		Total	18,070	466,200	448,130
			.0,0.0		

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAIN	TENANCE - NORTH	SIDE - continued			
SCADA Maintenance	270 - 52700 - 1	0 Labor	6,150	59,200	53,050
	270 - 52700 - 2	0 Overhead	3,813	36,800	32,987
	270 - 52700 - 3	0 Materials	892	8,400	7,508
	270 - 52700 - 4	0 Transportation	520	6,100	5,580
	270 - 52700 - 5	0 Utilities	226	1,000	774
	270 - 52700 - 6	0 Other	271	3,400	3,129
		Total	11,872	114,900	103,028
Structures and Turnout Maintenance	305 - 52700 - 1	0 Labor	29,501	109,600	80,099
	305 - 52700 - 2	0 Overhead	18,252	68,000	49,748
	305 = 52700 = 3	0 Materials	7,578	38,000	30,422
	305 = 52700 = 4	0 Transportation	12,470	23,000	10,530
	305 = 52700 = 6	0 Other	6,616	29,000	22,384
		Total	74,417	267,600	193,183
TOTAL IRRIGATION WATER LATERA	AL MAINTENANCE - I	NORTH SIDE	280,010	2,028,500	1,748,490

ACCOUNT DESCRIPTION	ACCOUNT NO. FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAI	NTENANCE - SOUTH SIDE			
Administration	100 - 52800 - 10 Labor	20,756	83,100	62,344
/ driving duoi	100 - 52800 - 20 Overhead	12,870	51,600	38,730
	100 - 52800 - 30 Materials	3,938	6,100	2,162
	100 - 52800 - 50 Utilities	576	1,600	1,024
	Total	38,140	142,400	104,260
		**************************************		(2.2-2)
Bridge/Crossing Maintenance	125 - 52800 - 10 Labor	4,750	800	(3,950)
20	125 - 52800 - 20 Overhead	2,945	500	(2,445)
	125 - 52800 - 30 Materials	2,803	200	(2,603)
	125 - 52800 - 40 Transporta	·	200	(4,708)
	125 - 52800 - 60 Other	1,242	1,600	358
	Total	16,648	3,300	(13,348)
Concrete Canal Maintenance	140 - 52800 - 10 Labor	881	5,400	4,519
	140 - 52800 - 20 Overhead	547	3,400	2,853
	140 - 52800 - 30 Materials	1,231	2,500	1,269
	140 - 52800 - 40 Transporta	tion 1,658	500	(1,158)
	140 - 52800 - 60 Other	215	500	285_
	Total	4,532	12,300	7,768
Forth Const Maintenance	165 - 52800 - 10 Labor	4,750	93,500	88,750
Earth Canal Maintenance	165 - 52800 - 10 Labor	2,945	58,000 58,000	55,055
	165 - 52800 - 20 Overneau	2,943	25,000	24,551
	165 - 52800 - 30 Materials 165 - 52800 - 40 Transporta		27,000	23,531
	165 - 52800 - 40 Transporta	3,836	73,000	69,164
	Total	15,449	276,500	261,051
	lotai	10,770	270,300	201,001
Pest Control	235 - 52800 - 10 Labor	5,219	28,900	23,681
	235 = 52800 - 20 Overhead	3,235	18,000	14,765
	235 - 52800 - 30 Materials	18,894	102,000	83,106
	235 = 52800 - 40 Transporta		28,000	20,431
	Total	34,917	176,900	141,983
Pipeline Maintenance	240 - 52800 - 10 Labor	30,485	111,400	80,915
•	240 - 52800 - 20 Overhead	18,901	69,100	50,199
	240 - 52800 - 30 Materials	5,946	27,000	21,054
	240 = 52800 - 40 Transporta	tion 11,500	35,000	23,500
	240 = 52800 - 60 Other	9,561	38,000	28,439
	Total	76,393	280,500	204,107
Poad Maintonance	260 - 52800 - 10 Labor	8,739	91,100	82,361
Road Maintenance	260 - 52800 - 10 Labor 260 - 52800 - 20 Overhead	5,419	56,500	51,081
	260 - 52800 - 20 Overnead 260 - 52800 - 30 Materials	1,970	19,900	17,930
	260 = 52800 - 40 Transporta	•	30,800	24,028
	260 - 52800 - 40 Transporta	1,600	49,300	47,700
	Z60 - 52800 - 60 Ottlei Total	24,500	247,600	223,100
	iolai	27,300	247,000	220,100

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAIN	TENANCE - SOUTH	SIDE - continued			
SCADA Maintenance	270 - 52800 - 1	0 Labor	10,936	60,800	49,864
	270 - 52800 - 2	0 Overhead	6,780	37,700	30,920
	270 - 52800 - 3	0 Materials	4,668	8,700	4,032
	270 - 52800 - 4	0 Transportation	1,160	6,200	5,040
	270 - 52800 - 5	0 Utilities	298	1,100	802
	270 - 52800 - 6	0 Other	801	3,500	2,699
		Total	24,643	118,000	93,357
Structures and Turnout Maintenance	305 - 52800 - 1	0 Labor	14,349	86,300	71,951
	305 - 52800 - 2	0 Overhead	8,935	53,600	44,665
	305 - 52800 - 3	0 Materials	8,494	30,000	21,506
	305 - 52800 - 4	0 Transportation	5,003	18,000	12,997
	305 - 52800 - 6	0 Other	4,760	27,000	22,240
		Total	41,541	214,900	173,359
TOTAL IRRIGATION WATER LATERA	AL MAINTENANCE - S	SOUTH SIDE	276,763	1,472,400	1,195,637

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
PUMPING PLANT OPERATIONS &	MAINTENANCE				
Administration	100 - 53200 = 10) Labor	2,022	3,000	978
, , , , , , , , , , , , , , , , , , , ,	100 - 53200 - 20		1,255	1,900	645
	100 - 53200 = 30) Materials	342	1,000	658
		Total	3,619	5,900	2,281
Booster Pumps	120 = 53200 - 10) Labor	0	1,500	1,500
·	120 - 53200 - 20) Overhead	0	1,000	1,000
	120 - 53200 - 30) Materials	265	700	435
	120 - 53200 - 40) Transportation	0	700	700
	120 - 53200 - 50) Utilities	303	8,200	7,897
	120 - 53200 - 60) Other	0	1,400	1,400
		Total	568	13,500	12,932
Deep & Shallow Wells	155 - 53200 - 10) Labor	1,724	25,800	24,076
	155 - 53200 - 20) Overhead	1,068	16,000	14,932
	155 - 53200 - 30) Materials	109	12,000	11,891
	155 - 53200 - 40) Transportation	965	13,000	12,035
	155 - 53200 - 50) Utilities	3,416	355,000	351,584
	155 - 53200 - 60) Other	0	5,000	5,000
		Total	7,282	426,800	419,518
Knights Ferry Pumping Plant	200 = 53200 = 10) Labor	249	2,200	1,951
	200 - 53200 - 20) Overhead	155	1,400	1,245
	200 - 53200 - 30) Materials	0	500	500
	200 - 53200 - 40) Transportation	155	1,600	1,445
	200 - 53200 - 50		413	1,200	787
	200 - 53200 - 60		17	700	683
		Total	989	7,600	6,611
Reclamation & Drainage Pumps	245 - 53200 - 10) Labor	2,195	30,900	28,705
	245 - 53200 - 20		1,360	19,200	17,840
	245 - 53200 - 30		7,743	15,000	7,257
	245 - 53200 - 40	•	1,193	15,000	13,807
	245 - 53200 - 50		3,243	90,000	86,757
	245 - 53200 - 60		0	10,000	10,000
		Total	15,734	180,100	164,366
D' - D	055 3 50000 6 46) -b	24	4.000	4 400
River Pumps	255 - 53200 - 10		31	4,200	4,169
	255 - 53200 - 20		19	2,700	2,681
	255 = 53200 = 30	Transportation	93 18	2,100 1,900	2,007 1,882
	255 - 53200 - 40 255 - 53200 - 50	•	580	25,400	24,820
	255 - 53200 - 60		0	25,400	600
	200 = 00	Total	741	36,900	36,159
TOTAL DUMBING DUANT OPERATION	ONE AND MAINTENAS	ICE	28,933	670.900	641,867
TOTAL PUMPING PLANT OPERATION	ONS AND MAIN LENAN	IOL	20,933	670,800	041,007

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DRAINAGE SYSTEM MAINTENANCE					
Administration	100 = 53400 - 10	Labor	4,105	17,000	12,895
	100 = 53400 - 20		2,546	10,600	8,054
		Total	6,651	27,600	20,949
Bridge/Crossing Maintenance	125 - 53400 - 10	Labor	0	1,500	1,500
	125 - 53400 - 20	Overhead	0	1,000	1,000
	125 - 53400 - 30	Materials	0	800	800
	125 - 53400 - 60	Other	O	200	200
		Total	0	3,500	3,500
Earth Drain Maintenance	170 - 53400 - 10	Labor	1,608	50,300	48,692
	170 - 53400 - 20	Overhead	998	31,200	30,202
	170 - 53400 - 30	Materials	17	8,000	7,983
	170 - 53400 - 40	Transportation	1,225	20,000	18,775
	170 - 53400 - 60	Other	856	22,000	21,144
		Total	4,704	131,500	126,796
Pest Control	235 - 53400 - 10	Labor	833	6,300	5,467
	235 - 53400 - 20	Overhead	517	4,000	3,483
	235 - 53400 - 30	Materials	1,032	15,000	13,968
	235 - 53400 - 40	Transportation	1,205	13,000	11,795
		Total	3,587	38,300	34,713
Pipeline Maintenance	240 - 53400 - 10	Labor	9,149	9,000	(149)
	240 - 53400 - 20	Overhead	5,673	5,600	(73)
	240 - 53400 - 30	Materials	4,924	4,000	(924)
	240 = 53400 - 40	Transportation	6,001	1,000	(5,001)
	240 - 53400 - 60	Other	8,017	1,500	(6,517)
		Total	33,764	21,100	(12,664)
Retention Ponds	250 - 53400 - 10	Labor	0	1,100	1,100
	250 = 53400 = 20	Overhead	0	700	700
	250 - 53400 - 30	Materials	0	200	200
	250 - 53400 - 40	Transportation	0	400	400
	250 = 53400 = 60	Other	0	400	400
		Total	0	2,800	2,800

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DRAINAGE SYSTEM MAINTENANCE	- continued				
Road Maintenance) Labor	50	11,700	11,650
) Overhead	30	7,300	7,270
	260 - 53400 - 30) Materials	209	3,300	3,091
	260 - 53400 - 40) Transportation	0	3,200	3,200
	260 - 53400 - 60) Other	31	3,500	3,469
		Total	320	29,000	28,680
Structures and Turnout Maintenance	305 - 53400 - 10) Labor	2,479	5,600	3,121
	305 = 53400 = 20) Overhead	1,537	3,500	1,963
	305 - 53400 - 30) Materials	1,162	2,100	938
	305 - 53400 - 40) Transportation	273	1,000	727
	305 - 53400 - 60) Other	698	900	202
		Total	6,149	13,100	6,951
TOTAL DRAINAGE SYSTEM MAINTE	NANCE		55,175	266,900	211,725

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
BUILDING & GROUNDS MAINTEN	NANCE				
Administration	100 = 53600 - 1	0 Labor	3,864	15,000	11,136
	100 = 53600 - 2	0 Overhead	2,395	9,300	6,905
	100 = 53600 - 3	0 Materials	1,248	2,300	1,052
	100 = 53600 - 6	0 Other	0	400	400
		Total	7,507	27,000	19,493
Clavey Dwelling	135 - 53600 - 6	0 Other	0	1,000	1,000
		Total	0	1,000	1,000
Main Office	205 - 53600 - 1	0 Labor	375	7,000	6,625
	205 - 53600 - 2	0 Overhead	233	4,400	4,167
	205 - 53600 - 3	0 Materials	3,731	19,000	15,269
	205 - 53600 - 5	0 Utilities	5,719	22,000	16,281
	205 - 53600 - 6	0 Other	8,805	9,000	195
		Total	18,863	61,400	42,537
Shop Buildings	275 - 53600 - 1	0 Labor	0	7,000	7,000
	275 - 53600 - 2	0 Overhead	0	4,400	4,400
	275 - 53600 - 3	0 Materials	2,053	7,400	5,347
	275 - 53600 - 5	0 Utilities	5,749	22,000	16,251
	275 - 53600 - 6	0 Other	125	2,600	2,475
		Total	7,927	43,400	35,473
Yard	345 - 53600 - 1	0 Labor	55,092	43,200	(11,892)
_ -	345 - 53600 - 2	0 Overhead	34,158	26,800	(7,358)
	345 - 53600 - 3		5,453	7,400	1,947
		0 Transportation	4,476	5,800	1,324
	345 - 53600 - 6		5,669	14,800	9,131
		Total	104,848	98,000	(6,848)
TOTAL BUILDING & GROUNDS N	IAINTENANCE		139,145	230,800	91,655

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
VEHICLE & EQUIPMENT MAINTER	NANCE				
Administration	100 - 53800 - 10) Labor	25,217	76,500	51,283
	100 - 53800 - 20	Overhead	15,635	47,500	31,865
	100 - 53800 - 30) Materials	1,112	900	(212)
	100 - 53800 - 40) Transportation	278	1,300	1,022
	100 - 53800 - 50	O Utilities	43	300	257
	100 - 53800 - 60	Other	540	800	260
5		Total	42,825	127,300	84,475
Shop	280 - 53800 - 10) Labor	23,452	139,000	115,548
	280 - 53800 - 20	Overhead Overhead	14,542	86,200	71,658
	280 - 53800 - 30) Materials	72,409	118,000	45,591
	280 - 53800 - 40) Transportation	6,515	25,500	18,985
	280 - 53800 - 60	Other	1,743	16,500	14,757
		Total	118,661	385,200	266,539
TOTAL VEHICLE & EQUIPMENT M	IAINTENANCE		161,486	512,500	351,014

ACCOUNT DESCRIPTION ACCOU		FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DOMESTIC WATER SYSTEM MAIN	TENANCE				
Administration	100 - 54000 - 10	Labor	5,831	9,000	3,169
	100 - 54000 - 20	Overhead	4,141	5,600	1,459
	100 - 54000 - 30	Materials	64	2,000	1,936
	100 - 54000 - 50	Utilities	234	1,000	766
	100 - 54000 - 60	Other	0	2,000	2,000
		Total	10,270	19,600	9,330
Domestic Water System	265 - 54000 - 10	Labor	13,814	73,400	59,586
	265 - 54000 - 20	Overhead	9,808	45,600	35,792
	265 - 54000 - 30	Materials	1,577	12,900	11,323
	265 - 54000 - 40	Transportation	2,489	9,100	6,611
	265 - 54000 - 50	Utilities	6,048	60,000	53,952
	265 - 54000 - 60	Other	5,645	18,000	12,355
		Total	39,381	219,000	179,619
TOTAL DOMESTIC WATER SYSTE	M MAINTENANCE		49,651	238,600	188,949

ACCOUNT DESCRIPTION	ACCOUNT NO. FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL OF	DEDATIONS NORTH DIVISION			
Administration	100 - 54200 - 10 Labor	43,490	140,800	97,310
Administration	100 - 54200 - 10 Labor	26,965	87,300	60,335
	100 - 54200 - 20 Overneau	20,905	2,900	2,814
	100 - 54200 - 50 Waterials	742	3,800	3,058
	100 - 54200 - 60 Other	5,600	18,300	12,700
	Total	76,883	253,100	176,217
Water Distribution	335 - 54200 - 10 Labor	62,742	524,500	461,758
	335 - 54200 - 20 Overhead	38,900	325,200	286,300
	335 - 54200 - 30 Materials	1,783	7,000	5,217
	335 - 54200 - 40 Transportation	17,368	245,000	227,632
	335 - 54200 - 50 Utilities	2,623	8,000	5,377
	335 - 54200 - 60 Other	0	500	500
	Total	123,416	1,110,200	986,784
TOTAL IRRIGATION WATER LATE	RAL OPERATIONS - NORTH DIVISION	200,299	1,363,300	1,163,001
IRRIGATION WATER LATERAL OP	PEDATIONS COUTUIDIVISION			
Administration	100 - 54400 - 10 Labor	42,297	140,800	98,503
Administration	100 - 54400 - 10 Labor	26,223	87,300	61,077
	100 - 54400 - 20 Overneau	86	2,500	2,414
	100 - 54400 - 50 Utilities	742	3,000	2,258
	100 - 54400 - 60 Other	5,600	15,000	9,400
	Total	74,948	248,600	173,652
Water Distribution	335 - 54400 - 10 Labor	49,369	524,500	475,131
	335 - 54400 - 20 Overhead	30,609	325,200	294,591
¥	335 - 54400 - 30 Materials	1,975	7,000	5,025
	335 - 54400 - 40 Transportation	16,915	231,000	214,085
	335 - 54400 = 50 Utilities	1,983	6,500	4,517
	335 - 54400 - 60 Other	0	500	500
	Total	100,851	1,094,700	993,849
TOTAL IRRIGATION WATER LATE	RAL OPERATIONS - SOUTH DIVISION	175,799	1,343,300	1,167,501
DRAINAGE WATER OPERATIONS	475 - 54000 - 45 4 4			
Storm Water Management	175 - 54600 = 10 Labor	14,172	7,100	(7,072)
	175 - 54600 = 20 Overhead	8,786	4,500	(4,286)
	175 - 54600 - 40 Transportation	3,515	2,500	(1,015)
	175 - 54600 = 50 Utilities	6,829	4,500	(2,329)
	Total	33,302	18,600	(14,702)
TOTAL DRAINAGE WATER OPERA	ATIONS	33,302	18,600	(14,702)

ACCOUNT DESCRIPTION ACCOUNT NO.		FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING	
WATER MEASUREMENT MANAGEM	ENT					
Ag. Waiver / Discharge Compliance	110 = 54800 = 10) Labor	0	1,000	1,000	
(old acct no. 52900)	110 = 54800 = 20	Overhead	0	700	700	
	110 = 54800 = 30) Materials	0	2,500	2,500	
	110 - 54800 - 40) Transportation	0	500	500	
	110 = 54800 = 60) Other	0	7,000	7,000	
		Total	0	11,700	11,700	
Water Measurement Program	342 = 54800 - 10) Labor	2,465	13,000	10,535	
	342 = 54800 - 20) Overhead	1,528	8,100	6,572	
	342 = 54800 - 30) Materials	1,456	8,500	7,044	
	342 = 54800 - 40) Transportation	701	8,500	7,799	
	342 = 54800 - 60) Other	127	8,000	7,873	
		Total	6,277	46,100	39,823	
TOTAL WATER MEASUREMENT MAN	NAGEMENT		6,277	57,800	51,523	

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
GENERAL & ADMINISTRATION					
Management / Supervision	600 - 56200 - 10	l labor	121,306	360,000	238,694
Management / Supervision	600 - 56200 - 20		75,211	223,200	147,989
Clerical	605 - 56200 - 10		71,727	307,100	235,373
Clerical	605 - 56200 - 20		44,472	190,500	146,028
Engineering / Technical	608 - 56200 - 10		62,605	297,100	234,495
Engineering / Technical	608 - 56200 - 20		38,815	184,300	145,485
Meetings / Training	615 - 56200 - 10		34,693	26,000	(8,693)
Meetings / Training	615 - 56200 - 20		21,510	16,200	(5,310)
Professional Training	618 - 56200 - 10		4,345	14,000	9,655
Professional Training	618 - 56200 - 20		2,694	8,700	6,006
Vacation Compensation	620 - 56200 - 10		100,038	274,000	173,962
Vacation Compensation	620 - 56200 - 20		61,280	169,900	108,620
Sick Leave Compensation	625 - 56200 - 10		50,375	177,000	126,625
Sick Leave Compensation	625 = 56200 = 20		31,233	109,800	78,567
Holiday Compensation	630 - 56200 - 10		34,218	162,000	127,782
Holiday Compensation	630 = 56200 = 20		21,215	100,500	79,285
Other Non-Productive Comp.	635 - 56200 - 10		17,345	147,000	129,655
Other Non-Productive Comp.	635 - 56200 - 20		10,754	91,200	80,446
Director's Compensation	640 - 56200 - 10		15,000	60,000	45,000
Director's Compensation	640 - 56200 - 20		6,200	37,200	31,000
Health Insurance	650 - 56200 - 20		271,379	838,400	567,021
Dental Insurance	655 - 56200 - 20		27,045	84,400	57,355
Vision Insurance	660 - 56200 - 20		5,532	19,700	14,168
Life Insurance	665 - 56200 - 20		3,136	13,300	10,164
Cafeteria & EAP Plans	667 - 56200 - 20		1,140	3,600	2,460
Health & Fitness Program	668 - 56200 - 20		918	14,000	13,082
Retirement Plan Contribution	670 = 56200 = 20		171,923	613,600	441,677
Deferred Comp Contribution	671 - 56200 - 20		15,339	76,600	61,261
Workers' Compensation Insurance		Overhead	75,924	363,600	287,676
State Unemployment Expense	680 = 56200 = 20		1,647	10,000	8,353
Social Security & Medicare	685 = 56200 = 20		87,905	417,200	329,295
Office & Computer Supplies, Equip. & Furn		Materials	32,607	69,300	36,693
Safety Materials and Supplies	705 = 56200 = 30		3,992	10,000	6,008
Classified Ads / Employment Ads	720 - 56200 - 30		10,499	8,100	(2,399)
Miscellaneous	725 - 56200 - 30		1,755	31,100	29,345
Telephone & Cellular Expense	740 - 56200 - 50		3,682	10,800	7,118
Education/Training/Travel Expense	750 - 56200 - 60		22,107	68,800	46,693
Membership Dues & Fees	755 - 56200 - 60		34,456	36,000	1,544
Election Expense	760 = 56200 = 60		0	15,000	15,000
Physical Expense/Background Checks	765 - 56200 - 60		4,034	11,000	6,966
Safety Incentive & Productivity Program	770 - 56200 - 60		5,765	29,000	23,235
Service Warranty Contracts	775 = 56200 = 60		53,104	64,500	11,396
Subscriptions / Publications / Licenses	780 = 56200 = 60		5,525	17,100	11,575
Insurance Expense	800 - 56200 - 60	Other	72,457	160,000	87,543
Investment Expenses	805 = 56200 = 60		15,030	50,000	34,970
Judgment & Damages	850 = 56200 = 60		0	1,500,000	1,500,000
Expense Credits (Overhead)	860 = 56200 = 20		(701,327)	(2,454,400)	(1,753,073)
Expense Credits (Overhead)	860 - 56200 - 40		(284,968)	(1,000,000)	(715,032)
Expense Credits (Overhead)		Other	(155,902)	(250,000)	(94,098)
Prior Year Expense	865 - 56200 - 60		(901)	0	901

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	TOTAL 2017 2017 YTD ANNUAL ACTUAL BUDGET		BUDGET REMAINING	
OFNEDAL & ADMINISTRATION		R				
GENERAL & ADMINISTRATION - continued						
SJTA & Stan. GW Mgmt Contribution	870 - 56200 - 60	Other	200,000	200,000	0	
Regulatory Compliance Fees	872 - 56200 - 60	Other Other	31,370	64,500	33,130	
County Administration Fees	875 - 56200 - 60	Other	1,467	41,400	39,933	
Legal - General	900 - 56200 - 60	Other	18,174	150,000	131,826	
Legal - Litigation	901 - 56200 - 66	Other	46,547	150,000	103,453	
Finance Consultants	905 - 56200 - 60	Other Other	16,622	24,400	7,778	
Engineering / Consultants	910 - 56200 - 66	Other	119,959	150,000	30,041	
Other Consultants	915 - 56200 - 66	Other	5,146	40,000	34,854	
Community Outreach	920 - 56200 - 66	Other	14,204	100,000	85,796	
Warehouse Over/Short	997 - 56200 - 66	Other	0	0	0	
Amortization Expense	998 - 56200 - 90	Amortization Expense	0	10,500	10,500	
Depreciation Expense	999 - 56200 - 9	1 Depreciation Expense	808,184	2,436,000	1,627,816	
TOTAL GENERAL & ADMINISTRATION			1,870,512	7,153,200	5,282,688	
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			

BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

APN:

N/A

SUBJECT: APPROVE RESOLUTION ADOPTING THE VANTAGECARE RETIREMENT HEALTH

SAVING (RHS) PROGRAM

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

As part of the Operating Engineers No. 3 Meet and Confer package the District agreed to establish a Retirement Health Savings (RHS) Program.

All OE3 employees are required to participate in the RHS Program. At the time of retirement, contributions will be made to the RHS using the employee's first ninety (90) days, at the 25% value, of accrued sick leave time. This is mandatory for each employee.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution
- > Administrative Services Agreement between ICMA RC and OID
- > Employer Vantagecare Retirement Health Savings (RHS) Adoption Agreement
- Declaration of Trust of the Oakdale Irrigation District
- > Oakdale Irrigation District Retiree Welfare Benefits 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:			

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

RESOLUTION OF THE BOARD OF DIRECTORS OF OAKDALE IRRIGATION DISTRICT FOR THE ADOPTION OF THE VANTAGECARE RETIREMENT HEALTH SAVING (RHS) PROGRAM PLAN NUMBER 803693

WHEREAS, the Oakdale Irrigation District has employees rendering valuable services, and

WHEREAS, the establishment of a retiree health savings program serves the interests of the District by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel, and

WHEREAS, the District has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW, THEREFORE, BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the ICMA Retirement Corporation's VantageCare Retirement Health Savings Program ("Program") through the District's integral part trust ("Trust") and the District's welfare benefits plan ("Plan").

BE IT FURTHER RESOLVED, that the assets of the Plan shall be held in trust with the Oakdale Irrigation District, employer, for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The District has executed the Declaration of Trust of Oakdale Irrigation District Integral Part Trust in the form of the trust provided by the District (executed copy attached hereto).

The District (executed copy attached hereto).
BE IT FURTHER RESOLVED, that the Chief Financial Officer shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.
Jpon Motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 6th day of June 2017.
OAKDALE IRRIGATION DISTRICT
82
Steve Webb, President Board of Directors

Steve Knell, P.E.

General Manager/Secretary

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

Oakdale Irrigation District

Type: VantageCare RHS

Account Number: 803693

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the 5th day of June , 20 17 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the Oakdale Irrigation District ("Employer") a local governmental instrumentality organized and existing under the laws of the State of California with an office at 1205 East F Street, Oakdale, California 95361.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings ("RHS") Program provided by ICMA-RC available to its employees through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan");

ICMA-RC acts as investment adviser to VantageTrust Company, LLC ("VTC"), the Trustee of VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II);

VantageTrust II is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Rulings 81-100 and 2011-1, which provides for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit sharing plans, and retiree welfare plans, and other eligible investors;

VTC makes a series of separate funds (the "VT II Funds") available through VantageTrust II for the investment of plan assets as referenced in VantageTrust II's Declaration of Trust and Disclosure Memorandum ("Disclosure Materials");

VTC is a wholly owned subsidiary of ICMA-RC and has exclusive management and investment authority with respect to the VT II Funds;

The VT II Funds are available only through adoption of VantageTrust II; and

In addition to serving as investment adviser to VTC, ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

Acceptance of RHS Program

Employer agrees to make the RHS Program provided by ICMA-RC available to its employees. The details of the RHS Program shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Program materials developed by ICMA-RC and provided to Employer. The RHS Program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Program materials. RHS Program materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon adoption of the RHS Program.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and ICMA-RC

shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC will handle participant information in the manner described in the Business Associate Agreement to be executed between the Plan and ICMA-RC, a form of which is provided as Exhibit A to this Agreement.

4. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Information required to be retained by the Employer shall be set forth in the RHS Program materials developed by ICMA-RC and provided to the Employer.
- (c) Employer agrees to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC.
- (d) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing the RHS Program. Employer is also responsible for determining that the investments selected for the Plan fall within state or local requirements. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.
- (e) Employer acknowledges that the RHS Plan is a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore is subject to HIPAA privacy rules. Employer also acknowledges that the RHS Plan is a Health

Reimbursement Arrangement, subject to applicable provisions of the Affordable Care Act ("ACA"). An employer sponsoring the Plan is responsible for complying with the HIPAA privacy and security rules with respect to all protected health information created, maintained, received, or transmitted in relation to the Plan and is responsible for complying with the ACA.

- (f) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (g) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class.
- (h) Employer confirms that it has executed a Participation Agreement for VantageTrust II and acknowledges that it has received the Disclosure Materials.

Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings regarding the Plan involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

Compensation and Payment

Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Program as set forth below.

- (a) Asset-based fees will be included in the daily unit value of each VT II Fund, and no separate asset-based fees will be assessed.
- (b) A \$ 25 annual account administration fee will be charged quarterly to each Accountholder's account.
- (c) The account administration fee is subject to change with appropriate prior notification.
- (d) Compensation for Advisory and other Services to VT III Vantagepoint

Funds. Employer acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which are collective funds serving as the underlying funds to certain VT II Funds.

Contribution Remittance

Employer understands that amounts contributed to the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS Program materials and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan, or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan or related Trust.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS Program materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any Plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

9. Indemnification

Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. <u>Term</u>

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

11 Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60-day period, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

12. Notices

All notices required to be delivered under this Agreement shall be delivered electronically, personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

13 Complete Agreement

This Agreement, with an executed Business Associate Agreement, shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State/Commonwealth of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan # 803693

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

OAKDALE IRRIGATION DISTRICT

By______Signature/Date June 5, 2017

By Steve Knell, General Manager
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

By

Erica McFarquhar Assistant Secretary

Please return an executed copy of the Agreement either:

(a) Electronically to PlanAdoptionServices@icmarc.org, or

(b) In paper form to

ICMA-RC

ATTN: PLAN ADOPTION SERVICES 777 North Capitol Street NE

Suite 600

Washington DC 20002-4240

Exhibit A

RHS HIPAA BUSINESS ASSOCIATE AGREEMENT FOR 803693

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Administrative Services Agreement entered into between <u>Oakdale Irrigation</u>

<u>District RHS</u> ("Covered Entity") and ICMA-RC ("Business Associate") on <u>June 5</u>, 2017 and is effective as of the effective date of the Administrative Services Agreement (the "Effective Date").

RECITALS

Covered Entity is a group health plan that reimburses medical expenses for eligible participants, their spouses, and their dependents. Under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity is required to enter into this BA Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI"), as defined herein, that is created, maintained, received, or transmitted by Business Associate on behalf of Covered Entity.

Business Associate is a record keeper providing administrative services to Covered Entity. In general, Business Associate will not have access to information that would traditionally be considered PHI because participant medical information used to substantiate reimbursements is sent directly to and reviewed by a third-party claims processor. The third-party claims processor has agreed to protect PHI that it creates, maintains, receives, or transmits in a manner that is consistent with and as stringent as the terms agreed to by Business Associate under this BA Agreement with respect to information that could be considered PHI. Business Associate has access to information that might be interpreted as PHI, including an individual's participation in the plan, reimbursement amounts, and the timing of reimbursements.

In consideration of the mutual promises below and the exchange of information pursuant to this BA Agreement and in order to comply with all legal requirements for the protection of this information, Covered Entity and Business Associate agree as follows:

1. DEFINITIONS

- a. The following terms used in this BA Agreement shall have the same meaning as those terms are defined in the HIPAA Rules: Breach, Data Aggregations, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. "Administrative Services Agreement" refers to a separate agreement outlining the services ICMA-RC will provide to Covered Entity and the terms and conditions governing the provision of such services. The Administrative Services Agreement is made between ICMA-RC and Oakdale Irrigation

 District RHS or its sponsor, acting on behalf of Oakdale Irrigation

 District RHS.

- c. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean ICMA-RC.
- d. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference this BA Agreement, shall mean Oakdale Irrigation District RHS.
- e. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- f. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR 170 and 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- h. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by this BA Agreement or as required by law.
- b. Use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI in Business Associate's custody or control, to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement.
- c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the BA Agreement of which it becomes aware not more than 60 calendar days after Business Associate discovers such non-permitted Use or Disclosure, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident for which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Make available, within 30 calendar days of the request of Covered Entity, PHI in a Designated Record Set in Business Associate's custody or control, to

Covered Entity, or as Directed by Covered Entity, to an individual, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.

- f. Make any amendment(s) to PHI in a Designated Record Set in Business Associate's custody or control as directed in writing by the Covered Entity pursuant to 45 CFR 164.526 no later than 60 days after receipt of such request, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as requested by Covered Entity in writing and as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.
- Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- i. Not directly or indirectly receive remuneration in exchange of PHI.
- j. Comply with the administrative simplification rules applicable to standard transactions, if Business Associate conducts such transactions under the electronic data interchange rules on behalf of Covered Entity.
- k. To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Administrative Services Agreement and as permitted by this BA Agreement.
- b. Business Associate may Use or Disclose PHI as required by law or to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(i).
- c. Except as otherwise limited by this BA Agreement, Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the Covered Entity's Minimum Necessary policies and procedures when such are provided by the Covered Entity to Business Associate.
- d. Business Associate is authorized to de-identify information in accordance with 45 CFR 164.514(a)-(c).
- e. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

- f. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- g. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

4. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate of any limitations in the Notice of Privacy Practices that Covered Entity provides to individuals pursuant to 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will Use or Disclose PHI for Data Aggregation or management and administration and legal responsibilities of the Business Associate.
- e. Covered Entity shall notify Business Associate of any confidential communication requests with which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent such requests would affect Business Associate's Use or Disclosure of PHI.

5. TERM AND TERMINATION

- a. This BA Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Administrative Services Agreement, subject to the provisions below regarding the return or destruction of PHI.
- b. Business Associate authorizes termination of this BA Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement, and Business Associate has not cured the Breach or ended the violation, following written notice to the Business Associate, within a reasonable period of time not to exceed any reasonable cure period defined in the Administrative Services Agreement.

- c. Upon termination of this BA Agreement for any reason, Business Associate, with respect to PHI Received from Covered Entity, or created, maintained, or received from Business Associate on behalf of Covered Entity, shall:
 - Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains PHI;
 - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Paragraph 3(f);
 - v. Return to Covered Entity or, if agreed to Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities;
 - vi. Notwithstanding any other provision of this BA Agreement, upon termination, Business Associate may also transmit PHI to another Business Associate of the Covered Entity upon the written request of the Covered Entity.
- d. The obligations of Business Associate under Section 5, Term and Termination, shall survive the termination of this BA Agreement.

6. GENERAL PROVISIONS

- a. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or amended.
- b. The parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
- c. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA rules.
- d. Nothing in this BA Agreement shall be construed as creating any rights or benefits to any third parties.
- e. The invalidity and unenforceability of any provision of this BA Agreement shall not affect the enforceability of any other provision of this BA Agreement or the Administrative Services Agreement, which shall remain in full force and effect.

- f. All notices and communications required by this BA Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, nextday courier service, (iii) by first-class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address that each party specifies in writing.
- g. This BA Agreement and the Administrative Services Agreement constitute the entire agreement between the parties with respect to its subject matter and constitute and supersede all prior agreements, representations, and understandings of the parties, written or oral, with regard to the same subject matter.

OAKDALE IRRIGATION DISTRICT RHS

Βv	,			
-,	Sign	ature		
	Steve	Knell,	General	Manager
	Nan	ne and T	itle (Please	Print)
	Date	9		

INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

Erica McFarquhar **Assistant Secretary**

Please return fully executed Agreement to: New Business Services

ICMA-RC

777 North Capitol Street NE

Suite 600

Washington DC 20002-4240



EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) ADOPTION AGREEMENT

EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN ADOPTION AGREEMENT

	n Number: 8 <u>03693</u>
	ect as applicable: Standalone RHS I Integrated RHS Amendment to Existing Plan New Plan (see NOTE below)
for	OTE: (For existing employers only): Check here if you want ICMA-RC to use existing plan contact information this new plan setup. Otherwise, if contact information has changed, please complete and return the Implementation ta Form found on pg. II:31 along with the adoption materials.
Em	ployer Retirement Health Savings Plan Name:
I.	Employer Name: Oakdale Irrigation District State: California
II.	The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.
III.	Effective Date of the Plan: June 5, 2017
IV.	The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:
V.	Eligible Groups, Participation and Participant Eligibility Requirements
	A. Eligible Groups
	The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):
	☐ All Employees
	☐ All Full-Time Employees
	□ Non-Union Employees
	☐ Public Safety Employees – Police
	☐ Public Safety Employees – Firefighters
	General Employees
	Collectively-Bargained Employees (Specify unit(s)) Operating Engineers
	Other (specify group(s))
	The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.
	B. Participation
	Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.
	If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.
	C. Participant Eligibility Requirements
	Minimum service: The minimum period of service required for participation is (write N/A if no minimum service is required).
	2. Minimum age: The minimum age required for eligibility to participate is <u>52</u> (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

De	nition of earnings: Sick Leave
Di	ct Employer Contributions and Mandatory Contributions
1.	Direct Employer Contributions NA
	The Employer shall contribute on behalf of each Participant
	\$ each Plan Year
	A discretionary amount to be determined each Plan Year
	Other (describe):
2.	Sandatory Employee Compensation Contributions NA
Th	Employer will make mandatory contributions of Employee compensation as follows:
	Reduction in Salary % of Earnings or \$ will be contributed for the Plan Year.
	Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:
	An Employee shall <u>not</u> have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.
3.	Mandatory Employee Leave Contributions
	The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):
	Accrued Sick Leave _ The first ninety (90) days at the 25% value
	to be contributed
	Accrued Vacation Leave
	Other (specify type of leave) Accrued Leave

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
% of earnings*
*Definition of earnings: Same as Section VI.A Other
\$for the Plan year.
See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.
VII. Vesting for Direct Employer Contributions NA
A. Vesting Schedule (check one box)
☐ The account is 100% vested at all times.
The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:
Years of Service Vesting
Completed Percentage
%
%
%
%
%
%
%
%
 %
 B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant. *Definition of retirement includes a separation from service component and is further defined by (check one):
The primary retirement plan of the Employer
Separation from service
Other
C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.
VIII. Forfeiture Provisions NA
Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):
Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).*
Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.*
Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.*
Revert to the Employer via check.
* If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to employer's forfeiture account for further direction from the employer. If there are participants without a balance who should receive forfeiture assets, please provide alternative instructions to ICMA-RC on the forfeiture reallocation notice.

II:15

IX.	Elig	نلنطار	ty Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan				
	A.	AP	articipant is eligible to receive benefits:				
		At retirement only (also complete Section B.) Definition of retirement:					
			☐ Same as Section VII.B.				
			Other				
			At separation from service with the following restrictions				
			☐ No restrictions				
			Other				
	В.	IX.	rmination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section A includes a retirement component, a Participant who separates from service of the Employer prior to retirement I be eligible to receive benefits: NA				
			Immediately upon separation from service				
			Other				
	C.		Participant that becomes totally and permanently disabled as defined by the Social Security Administration as defined by the Employer's primary retirement plan other				
			ealth Savings Plan account.				
	D.	Up	on the death of the Participant, benefits shall become payable as outlined in Section XI.				
x.	Pe	rmis	sible Medical Benefit Payments				
	Ве	nefit	s eligible for reimbursement consist of:				
	Ň	Ali	Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) penses for medicines or drugs which are not prescribed drugs (other than insulin).				
		ex	e following Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) penses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to ver under the VantageCare Retirement Health Savings Plan:				
			Medical Insurance Premiums				
			Medical Out-of-Pocket Expenses*				
			Medicare Part B Insurance Premiums				
			Medicare Part D Insurance Premiums				

	Medicare Supplemental Insurance Premiums		
	Prescription Drug Insurance Premiums		
	COBRA Insurance Premiums		
	Dental Insurance Premiums		
	Dental Out-of-Pocket Expenses*		
	Vision Insurance Premiums		
	Vision Out-of-Pocket Expenses*		
	Qualified Long-Term Care Insurance Premiums		
	Non-Prescription medications allowed under IRS guidance*		
	Other qualifying medical expenses (describe)*		
* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plan.			

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into Dreyfus Cash Management fund* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

"An investment in the Dreyfus Cash Management money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment as \$1.00 per share, it is possible to lose money by investing in the fund. Investors should consider the investment objectives, risks, charges, and expenses of the fund carefully before investing. You may visit us at www.icmarc.org or call 800-669-7400 to obtain a prospectus that contains this and other information about the fund. Read the prospectus carefully before investing.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

- 1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
- 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.
- B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

- C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to an third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

XIII. Employer Acknowledgements

EMPLOYER SIGNATURE

- A. The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B. Check this box if you are including supporting documents that include plan provisions.

Bv:	Steve Knell	Date:	
Title:	General Manager/Secretary	95. U	
Attest:_	Kathy Cook	Date:	_
Title	CFO/Treasurer		



DECLARATION OF TRUST OF THE

Oakdale Irrigation District

NAME OF EMPLOYER

INTEGRAL PART TRUST

DECLARATION OF TRUST OF THE

Oakdale Irrigation District

(NAME OF EMPLOYER)

INTEGRAL PART TRUST				
Declaration of Trust made as of the <u>5th</u> day of <u>June</u> , 20 <u>17</u> , by and between				
the Oakdale Irrigation District , California a Calif. Special District (Name of Employer) (State) (Type of Earthy) (thereinafter referred to as the "Employer") and General Manager or its designee (hereinafter referred to as the "Trustee").				
RECITALS				
WHEREAS, the Employer is a political subdivision of the State of <u>California</u> exempt from (Sinte) federal income tax under the Internal Revenue Code of 1986; and				
WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and				
WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under the Plan; and				
WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this sample Declaration of Trust; and				
WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses and Dependents;				
NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the sample				
Declaration of Trust of the Oakdale Irrigation District Integral Part Trust (hereinafter referred (Nome of Employer) to as the "Trust"), and agree that the following constitute the sample Declaration of Trust (hereinafter referred to as the "Declaration"):				

ARTICLE I

Definitions

- 1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.
 - (a) "Account" means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
 - (b) "Administrator" means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
 - (c) "Beneficiary" means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must revert in accordance with the Employer's election under Section VIII of the VantageCare RHS Adoption Agreement.
 - (d) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
 - (e) "Dependent" means (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
 - (f) "Investment Fund" means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
 - (g) "Nonforfeitable Interest" means the interest of the Participant or the Participant's Spouse and Dependent (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.
 - (h) "Spouse" means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married.
 - (i) "Trust" means the trust established by this Declaration.
 - (j) "Trustee" means the Employer or the person or persons appointed by the Employer to serve in that capacity.

ARTICLE II

Establishment of Trust

2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

ARTICLE III

Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of __California_
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

ARTICLE IV

Benefits

- 4.1 Benefits. This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 Form of Benefits. This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This trust may reimburse the Employer, or the Administrator for insurance premiums.

ARTICLE V

General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

ARTICLE VI

Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein) the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:
 - (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;

- (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
- (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
- (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.
- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.
- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

ARTICLE VII

Contributions

- 7.1 Employer Contributions. The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 Accrued Leave. Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.3 Accounts. Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 Receipt of Contributions. The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE VIII

Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or an-other agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

ARTICLE IX

Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

ARTICLE X

Accounting

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

ARTICLE XI

Miscellaneous Provisions

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

ARTICLE XII

Amendment and Termination

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE XIII

Successor Trustees

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

ARTICLE XIV

Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

ARTICLE XV

Protective Clause

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any per-son which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

By: Steve Knell	Title: General Manager/Secretary
TRUSTEE(S):	
By: Steve Knell	Title: General Manager/Secretary
Ву:	Title:
Bv.	Title:

EMPLOYER:



Oakdale Irrigation District

NAME OF EMPLOYER

RETIREE WELFARE BENEFITS PLAN



RETIREE WELFARE BENEFITS PLAN

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Name of Employer

RETIREE WELFARE BENEFITS PLAN

ARTICLE I

Preamble

THIS INSTRUMENT made and published by	Oakdale	Irrigation	Dist.	(hereinafter called "Employer") on
the_ 5th day of June	, 2017	_, creates the	OID	Retiree Welfare Benefits
Plan ("Plan"), as follows:				
				<u> </u>
1.01 Establishment of Plan				
The Employer named above hereby establishes a $20\frac{17}{}$.	Retir e e Wel f	are Benefits Plan :	as of the _	18 day of April

1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents through the Employer's VantageCare Retirement Health Savings (RHS) Program.

ARTICLE II

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

- 2.01 "Benefits" means any amounts paid to a Participant, Spouse or Dependents in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse or his Dependents.
- 2.02 "Code" means the Internal Revenue Code of 1986, as amended.
- **2.03** "Dependent" means any individual who is a dependent of the Participant within the meaning of Code Sec. 152, as amplified by Internal Revenue Service Notice 2004-79, 2004-49 I.R.B.898 and Internal Revenue Service Notice 2010-38.
- 2.04 "Eligible Medical Expenses or Dental Expenses" means those expenses designated by the Employer as eligible for reimbursement in the VantageCare Retirement Health Savings Adoption Agreement.
- 2.05 "Employer" means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.
- 2.06 "Entry Date" means the first day the Participant meets the eligibility requirements of Article III as of such Date.
- 2.07 "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.
- **2.08 "Plan Administrator"** means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

- 2.10 "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's VantageCare Retirement Health Savings Program.
- **2.11 "Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married. All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

ARTICLE III

Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement shall be eligible to participate in this Plan.

ARTICLE IV

Amount of Benefits

4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical Expenses incurred during the Plan Year in an annual amount not to exceed the participant's account balance under the Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement.

ARTICLE V

Payment of Benefits

5.01 Eligibility for Benefits

- a) Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical Expenses incurred by the Participant on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.
- b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.
- c) A Participant who becomes totally and permanently disabled (as defined by the Social Security Administration, by the Employer's primary retirement plan, or otherwise by the Employer) will become immediately eligible to receive medical benefit payments from the Plan. Pursuant to Section 9.02 of this Plan and Section XI of the Employer's VantageCare Retirement Health Savings Adoption Agreement, the surviving Spouse and Dependents shall become immediately eligible to receive or to continue receiving medical benefit payments from the Plan upon the death of the Participant.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant, his Spouse or Dependent has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant, his Spouse or Dependent the benefits provided under this Plan as soon as is administratively feasible.

ARTICLE VI

Plan Administration

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and
- c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan.

 Administrator, under the terms of the Plan.
- d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payment for Benefits

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

6.08 Annual Statements

The Plan Administrator shall furnish each Participant with an annual statement of his medical expense reimbursement account within ninety (90) days after the close of each Plan Year.

ARTICLE VII

Claims Procedure

7.01 Procedure if Benefits are Denied Under the Plan

Any Participant, Spouse, Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Participant, Spouse or Dependent to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- a) The specific reason or reasons for the denial;
- b) Specific reference to pertinent Plan provisions, including references to the VantageCare Retirement Health Savings Adoption Agreement, on which the denial is based;
- A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

ARTICLE VIII

Amendment or Termination of Plan

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

ARTICLE IX

General Provisions

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Payments After Death of Participant

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in Section XI of the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.

9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

9.04 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.05 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.06 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.07 Source of Payments

The Employer shall be the sole source of benefits under the Plan. No Employee, Spouse or Dependents shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Spouse or Dependents.

9.08 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant, his Spouse or Dependents hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.09 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number

Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

9.11 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

Applicable Laws

The provisions of the Plan	all be construed, a	dministered and en	forced according	g to the laws	of the State of	·
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9.13 Severability

Should any part of this Plan given effect to the maximum	subsequently be invalidated by a context of the subsequently be invalidated by a context of the subsequently because it is a subsequ	court of comp	petent ji	ırisdiction, 1	the remainder thereof shall be	
IN WITNESS WHEREOI	, we have executed this Plan Agree	ement the dat	te and y	ear first writ	ten above.	
EMPLOYER						
Ву:		Knell	Title:_	General	Manager/Secretary	_
Signa	tture of Authorized Official					
ATTEST (if applicable)						
Ву:	Kathy	Cook	Title:	CFO/Tre	easurer	
:	Signature of Attestor			= 171		
						_

BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

8

APN:

N/A

SUBJECT: APPROVE RESOLUTION SELECTING FOUR CANDIDATES TO THE SDRMA

BOARD OF DIRECTORS

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Staff reviewed the nominees for the SDRMA Board and selected the following four (4) candidates as being the most qualified:

- Timothy Unruh Director Manager, Kern County Cemetery, District No. 1
- Mike Scheafer (Incumbent) Director/President, Costa Mesa Sanitary District
- David Aranda (Incumbent)
 General Manager, Mountain Meadows Community Services District
- Joan Bracy, SDA (Incumbent)
 Deputy Director Administration, Mojave Desert Air Quality Management Director

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution
- > Candidate Forms

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:

RESOLUTION NO.

A RESOLUTION OF THE GOVERNING BODY OF THE Oakdale Irrigation District FOR THE ELECTION OF DIRECTORS TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

WHEREAS, Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code Section 6500 et seq., for the purpose of providing risk management and risk financing for California special districts and other local government agencies; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement specifies SDRMA shall be governed by a seven member Board of Directors nominated and elected from the members who have executed the current operative agreement and are participating in a joint protection program; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement Article 7 - Board of Directors specifies that the procedures for director elections shall be established by SDRMA's Board of Directors; and

WHEREAS, SDRMA's Board of Directors approved Policy No. 2017-03 Establishing Guidelines for Director Elections specifies director qualifications, terms of office and election requirements; and

WHEREAS, Policy No. 2017-03 specifies that member agencies desiring to participate in the balloting and election of candidates to serve on SDRMA's Board of Directors must be made by resolution adopted by the member agency's governing body.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Oakdale Irrigation District selects the following candidates to serve as Directors on the SDRMA Board of Directors:

(continued)



OFFICIAL 2017 ELECTION BALLOT SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

VOTE FOR ONLY FOUR (4) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than four (4) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than four (4) candidates selected will be considered invalid and not counted. All ballots <u>must be sealed</u> and received by mail or hand delivery in the enclosed self-addressed, stamped envelope at SDRMA on or before 4:30 p.m., Tuesday; August 29, 2017. Faxes or electronic transmissions are NOT acceptable.

		TIMOTHY UNRUH District Manager, Kern County Cemetery District No. 1
		JAMES M. HAMLIN (Jim) Board Director, Burney Water District
		MIKE SCHEAFER (INCUMBENT) Director/President, Costa Mesa Sanitary District
		MICHAEL J. KAREN Board Director, Apple Valley Fire Protection District
		DAVID ARANDA (INCUMBENT) General Manager, Mountain Meadows Community Services District
		CINDI BEAUDET General Manager, Temecula Public Cemetery District
		JEAN BRACY, SDA (INCUMBENT) Deputy Director – Administration, Mojave Desert Air Quality Management District
ADOPTE name: AYES:	ED this _	day of, 2017 by the Oakdale Irrigation District by the following roll call votes listed by
NOES:	_	
ABSTAII	NI:	
ABSENT		
NOC.IVI	-	
ATTEST	Ĭ	APPROVED:
		*

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	Timothy Unruh		
District/Agency	Kern County Cemetery I	District No.1	
Work Address	18662 Santa Fe Way, P	O Box 354, Shafter, CA 93263	
Work Phone	661-746-3921	Home Phone <u>661-746-6725</u>	

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

The work of SDRMA is critical to the everyday operations of a Special District. Knowing that the district and the board is protected gives a 'Peace of Mind' to our daily operations. Sitting on this Board will give me an opportunity to give back to SDRMA and its membership. As a manager of a moderate sized Special District, I am especially interested in maintaining an involvement from that small district perspective. It is imperative that SDRMA maintains cost effective service to the Special District community and it's important that smaller districts have a voice in their insurance needs.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I spent three years as a Director for CSDA including one year as Legislation Committee Chairman. I currently sit on the CSDA Legislation Committee and am a Special District Administrator (SDA). Our District is in its fourth term as a District of Distinction which now includes the Transparency Certification. I currently sit as a Director with a city appointment on Kern Mosquito and Vector board. I have been a Director of the California Association of Public Cemeteries for 15 years and currently am Chairman of the Legislation Committee. I have been involved with the Kern County Special Districts Association since 1995 from when we worked to obtain LAFCo representation for Special Districts.

Most importantly, I have been a manager for the Kern County Cemetery District for 30 years and work daily to keep our cemetery district strong and effective in our community. To that end, I have the SDRMA General Safety Specialist Certification and with that training I work for a compliant, safe and healthy working relationship with our staff.

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

(Response Required)
I feel that community history is very important and am a volunteer with the local Historical Society. I also
have sat on the local school board and have been involved with our youth through our church as well as
our community through sports and especially by giving our young people a safe and entertaining place to
visit after our home football games.
This being said, I feel that I am a committed and thorough person who knows that to get things done you
must be involved and be able to think out of the box in difficult situations. You must listen to those around
you and sometimes that means keeping one's mouth shut.
I have worked as a Manager for many years and understand the needs of special districts. What SDRMA
offers is an integral part of special district operations and I feel that I can bring a passion for the practical
needs of Special Districts.
What is your overall vision for SDRMA? (Response Required)
SDRMA has shown great concern for the Special Districts in California as is seen in their commitment to
meeting our insurance needs. This is done by listening to the membership and continuing to work on
being a better and complete insurance stop. I feel that the Health Insurance part of their programs will be
the next large growth area. As we deal with PERB's and the needs of our work force, this area will help to
meet the needs of our agencies.
Their education is excellent and they have defined their role in local government very well. It will be
necessary to maintain this role and work to educate the membership. SDRMA's commitment to be a cost-
effective insurance provider has work well in the past and will continue to do so as long as the Board and
staff work together to fulfill their mission statement.
to the time the control of the contr
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the
serior man , and mining se series as a surrest of serious a contract to the contract of
time and effort necessary to serve. Please consider my application for nomination/candidacy to

Date: April 24, 2017

November 2012

fredshy W. Issun

Candidate Signature

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	James M. Hamlin (Jim)
District/Agency	Burney Water & Sewer District
Work Address	20541 Burney Court, Burney, Ca. 96013
Work Phone	(530) 335-2040 Home Phone (530) 335-2040
Why do you v	want to serve on the SDRMA Board of Directors? (Response Required)
Able to look	k at acturail evidence. Being able to set adequate rates for both
Insurance p	rogram and districts. SDRMA needs to operate as a business.
<u> </u>	
#	
What Board or com Member? (SDRMA	or any other organization) (Response Required)
Servved on	hospital district for 241/2 years, California Hospital District boar, Burnet/water Sewer board for three years. I had my own insurance
for 8 years	or 43 years. I did not have an E & O Claim.
brokerage 1	or 45 years. I tild not have an 2 t o ordin.

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)
see previous question
What is your overall vision for SDRMA? (Response Required)
SDRMA muist operate as a viable business. Many district carriers and board members are
reluctant to raise rates. When I served on Ca. Hospital Board, many of the board member
were not willing to operate as a business because it would affect their hospitals bottom line.
certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the and effort necessary to serve. Please consider my application for nomination/candidacy to
the Board of Directors.
Candidate Signature James M Haml: Date 4-1-2017

Page 2 of 2

November 2012

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate MIKE SCHEAFER

District/Agency COSTA MESA SANITARY DISTRICT

Work Address 1551-B BAKER ST, COSTA MESA, CA 92626

Work Phone 714-435-0300

Home Phone 714-552-9858

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

As an incumbent on the SDRMA Board I wish to continue providing the service and knowledge that I have been consistent with during my current term. As an insurance professional for over 44 years I bring the experience needed to mangage the risks Districts are faced with. Over my term I have consistently made decisions to provide the protections necessary at the most affordable cost. Districts continue to encounter new challenges to their risk management programs. My years of experience, my continued involvement in insurance education and my desire to protect make me a sound choice to continue on the Board of SDRMA.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

Current SDRMA Board Member. President Costa Mesa Sanitary District Board of Directors. Former City Councilmember for the City of Costa Mesa. Former Parks and Recreation Commissioner for the City of Costa Mesa.

Leadership positions, including Board President for the following: Little League Baseball, Boys and Girls Club of the Harbor Area, Costa Mesa Senior Center, The Albert Dixon Memorial Foundation (non profit providing funds for other non-profit agencies).

Over 30 years experience with Lions Clubs International. Served as District Governor, Club President several times. Chaired the California Convention Committee several times. Membership in the organization continues.

My leadership role in all these organizations gave, and give, me experience in the risks that face each. My insurance experience helps me make prudent decisions when challenged with those risks.

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

Many of the organizations that I have either been elected to or volunteered for quickly put me in a leadership role. They recognized my ability to handle the risks and challenges the organizations meet. I was able to steer those organizations in a clear path to minimize the risk.

I continue to hold a teaching credential in Insurance Education with the local community college District. Additionally I was a professor of Insurance Continuing Education for many years. I have a passion for passing on the knowledge I have acquired over my career.

I have always faced the risk management challenges of any organization with the confidence that the desired outcomes would be realized.

What is your overall vision for SDRMA? (Response Required)

My vision is to continue providing the protection and service to the Special Districts that make them strong in their risk managent efforts. I will continue to work for those ends while keeping strong my conviction that rates need to be adequate yet affordable for the Districts.

New technologies, changes in legislation, make it extremely difficult for Districts to keep up with the factors posing new challenges to risk management, insurance, etc. My experience in those areas, my position as an elected official, make me keenly aware of how to protect the Districts.

I will continue to be committed to making SDRMA the leader in protecting the risk management needs of our Special Districts.

I certify that I meet the candidate qualifications as outlined in certify that I am willing to serve as a director on SDRMA's B time and effort necessary to serve. Please consider my appl	oard of Directors. I will commit the
the Board of Directors.	T i

Candidate Signature

Date 4/25/17

+

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

District/Agency		Board	
Work Address Work Phone	N/A N/A	Home Phone	760-713-3273
Why do you w	ant to serve on the S	SDRMA Board of Director	s? (Response Required)
			e I am interested in not only risk
management, but insu accidents can affect th	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	run my own company and	nave seen first hand how
		A	
		you have that would hel ation) (Response Require	p you to be an effective Board
During my time on the	board, I have already	been a part of many great	vas re-elected the same year. things. The board and I helped to and have streamlined the budget
I have also been a par			rand have streamlined the budget
-			
-			
*			

*			

What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)

(Response Required)
I have been a business owner, and I am a Veteran of Desert Strike/Desert Storm. I am a member of the
Apple Valley Chamber of Commerce, Victor Valley Republican, and the Community Emergency
Response Team (CERT). I am an elected member of the Republican Central Committee as well as a
Director for the Apple Valley Fire District. I have donated my time to seniors, the needy, and Salvation
Army. I was also a Man About Town nominee for the High Desert Phoenix Foundation.
What is your overall vision for SDRMA? (Response Required)
As a Director, I would work to promote education in the districts. I would also build coalitions to keep the
rates competitive. I hope to work with the board on any and all issues facing all of our districts. I would
love to be elected to such a distinguished team!
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the
time and effort necessary to serve. Please consider my application for nomination/candidacy to
the Board of Directors.
Candidate SignatureDate
Page 2 of 2 November 2012

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate David Aranda
District/Agency Maustain Meadows Community Services District
Work Address 17980 Highline, Rd - Tehachapi CA 93561
Work Phone 66/-822-76/6 Home Phone 66/-300-123/
Why do you want to serve on the SDRMA Board of Directors? (Response Required)
Working with six other board members And the staff
as a team is challenging And remarding.
Over the years of my service, on the spema Board
I have the members have found my mount to be
bevertical and it is my desire to controle to look
after the members receiving the best service at a
fair cost.
terms the second of the second
The second secon
What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)
member: (Obrasia or any other organization) (Nosponos Notamon)
Services ON SDPMA
ven cost effective
CTULE. DIS
Post service on CSDA - current Education Committee Member
Past service on CSDA - current Education Committee Member
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What special skills, talents, or experience (including volunteer experience) do you have?

(Response Required)

Serving as a General Manager over the past twent plus years and serving as a Board Member Asists me in understanding the proper process that benefits the operation of SDRMA provides a good humbers of expensive with SDRMA provides a good humbers base to benefit the members
What is your overall vision for SDRMA? (Response Required)
1) Coutine to provide excellent Service 2) Contine the balance of a financially strong pool that provides gost policy coverage at the best pricing possible. 3) Serve III members with cutting edge software customer scenice orientated employees And a Board that remembers who we he serving.
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors. Candidate Signature Date 4-20-17

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	Cindi Beaudet				
District/Agency	Temecula Public Cemetery District				
• ,					
Work Phone					
Trem right					
Why do you v	vant to serve on the SDRMA Board of Directors? (Response Required)				
As a member of SDRMA, I've	e learned first hand the risk and challenges that comes with my type of Special District. I think it is important				
to have an active and knowl	DRMA, I've learned first hand the risk and challenges that comes with my type of Special District. I think it is important and knowlegeable voice representing our industry and districts and that understands the role special districts play and will bring sound policy principles to the table and work with my fellow board members in the spirit of collaboration to ntinues to be a cost effective, high quality risk management service. Or committee experience do you have that would help you to be an effective Board				
their importance. I will bring	sound policy principles to the table and work with my fellow board members in the spirit of collaboration to				
ensure SDRMA continues to	be a cost effective, high quality risk management service.				
	·				
I have played an active ro	le in the cemetery industry in both the private sector and with special districts for almost two				
development,					
H					
ATT. 1					
	Why do you want to serve on the SDRMA Board of Directors? (Response Required) member of SDRMA, I've learned first hand the risk and challenges that comes with my type of Special District. I think it is important are an active and knowlegeable voice representing our industry and districts and that understands the role special districts play and importance. I will bring sound policy principles to the table and work with my fellow board members in the spirit of collaboration to re SDRMA continues to be a cost effective, high quality risk management service. That Board or committee experience do you have that would help you to be an effective Board amber? (SDRMA or any other organization) (Response Required) The played an active role in the cemetery industry in both the private sector and with special districts for almost two des and was elected in 2006 to the Board of California Association of Public Cemeteries (CAPC). While on the Board for CAPC of my roles was Education Committee Chair, working with executive staff to identify learning and certification opportunities for our bers. This experience has provided me with the skills and knowledge of board development, procedures, protocol and policy				

What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)

(Response Required)				
Since 2004 I have served as General Manager to the Temecula Public Cemetery District. I consider myself to be well versed in cemeter				
leadership, risk mitigation, best management practices and risk reduction. I hold a life insurance license from the State of				
California. I am an advocate for the cemetery profession, serving as a formal mentor for CAPC. I am engaged and involved heavily in				
my community and understand first hand the challenges and risk associated with cemetery operations and management.				
What is your overall vision for SDRMA? (Response Required)				
My overall vision for SDRMA is that it appropriately and accurately addresses the risk and mitigation needs of all its members in a				
thoughtful and deliberate manner; considering the size, scope and nuances of each type of public agency. This thoughtful consideration				
will provide better service to our members while maintaining the cost effective quality programs SDRMA continues to offer.				
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to				
Candidate Signature Date Date				

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Jean Bracy, SDA

District/Agency Moja

Mojave Desert Air Quality Management District

Work Address

14306 Park Ave., Victorville, CA 92392

Work Phone

760-245-1661

Why do you want to serve on the SDRMA Board of Directors?

I have served on the SDRMA Board of Directors since 2010. In 2017 I was elected by the Board to be the **Board President**. The Board strives to provide a variety of avenues for members to be successful and has adopted many important programs and policies aimed to provide members **cost effective coverage**. Each year, the Board **carefully considered** rates for services and from 2009 to 2016 voted to hold rates flat for the property/liability program. Through strategic planning SDRMA has a **strong financial base**. SDRMA has included **Cyber Coverage**; provided a **FREE Law Legal Hotline**; established a **multiple-policy discount** (5%) for each member who belongs to both the property/liability and the workers compensation programs; shares investment earnings with members through a **longevity distribution**; established the **loss prevention allowance funds** which reimburses members for safety-related costs up to \$1,000; launched and enhanced the SDRMA **interactive website**; provided **FREE online training** through Target Solutions; launched a **Safety Specialist Certificate** program; and contracted with Company Nurse to provide **FREE screening services** for work-related injury cases. I have worked closely with **SDRMA for 17 years**. I am attracted to its member-focused, pro-active, and positive mission. I would like to see – and be a part of – SDRMA continue this member-centric approach.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization)

I am serving my eighth year on the SDRMA Board of Directors and in 2017 I am the Board President. I am serving my fifth year on the Board of Directors for the Special District Leadership Foundation (SDLF) and I am the Board Secretary. On this Board I have been part of the continuing expansion of the SDLF programs, including the premier program, District of Distinction, also the Special District Administrator Certificate, the Recognition of Special District Governance, and the District Transparency Certificate of Excellence.

My career experience with special districts has helped me to understand the issues specific to smaller organizations. I have learned what it really means for an organization to do more with less. I have also learned that political realities for special districts are distinct from other forms of governments. As the Deputy Director – Administration for the Mojave Desert Air Quality Management District, I am the staff representative to the Governing Board Committees for Budget and Personnel. I am a member of and have chaired the California Air Pollution Control Officers Association (CAPCOA), statewide committees for Fiscal and Human Resource officers. I organized and have chaired the Alternate Fuel Task Force for the Mojave Desert air basin; I have represented the District in the Antelope Valley Clean Cities Coalition.

My working opportunities have crossed several public service types. I served as the Victorville city representative to the Technical Advisory Committee for the Victor Valley Transit Authority and as the City representative and officer on the Executive Committee of the Regional Economic Development Authority. I volunteered four years on the Board of Directors of the Victor Valley Federal Credit Union. For six years, I worked as an adjunct professor at Victor Valley Community College teaching Public Works Administration.

November 2012

What special skills, talents, or experience (including volunteer experience) do you have?

As professional and as a volunteer, I have a wide range of experiences with organizational structures, long term and vision planning, development of staff and volunteers, and resource and program management. My experience of leading organizational activities and implementing change for growth includes bringing together intergenerational and multicultural groups to achieve common goals.

I am an effective manager with expertise in efficient and productive management implementing process improvements in finance, human resources, risk management, and a wide variety of related administrative and organizational functions. I have led highly skilled teams to support the achievement of overall agency goals and objectives.

I earned a Master's Degree in Public Administration from California State University, San Bernardino
I earned the Special District Administrator Certification from the Special Districts Leadership Foundation
I earned the Recognition of Special District Governance from the Special Districts Leadership Foundation
I earned the Masters Certification in Labor Relations from the California Public Employers Labor Relations
Association (CALPELRA)

What is your overall vision for SDRMA?

I want to continue contributing my experience and expertise to SDRMA's overall function to further strengthen and enhance the lines of services provided by SDRMA. I want to see members educated to be wise in their management to reduce costs and deliver their very important missions to their communities. I want to be part of the mission to enhance the member's experience through claims management and education that leads to loss prevention.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

APN:

N/A

SUBJECT: APPROVE RESOLUTION ADOPTING THE REVISED GROUNDWATER SUSTAINABILITY AGENCY BOUNDARY MAP FOR THE EASTERN SAN JOAQUIN GROUNDWATER SUBBASIN AND SUBMITTAL OF THE MAP TO THE CALIFORNIA

DEPARTMENT OF WATER RESOURCES

RECOMMENDED ACTION: Approve

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, establish a formal structure for future collaboration and coordination amongst GSAs across the entire basin, and complete one comprehensive GSP 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 within the Eastern San Joaquin Groundwater Subbasin. While the OID Board of Directors approved the formation of the OID GSA in February, the last remaining local agencies have only recently confirmed their intent to form GSAs. The San Joaquin County Public Works Department has undertaken the coordination effort on behalf of the Workgroup, and they finalized the map delineating all the proposed GSA boundaries within the Subbasin (Basin Map) last month. It should be noted that OID's GSA boundary has not been altered since it was approved by the Board on February 21, 2017. The final Basin Map reflects the modifications of other GSA boundaries within the basin, such that no areas are left unmanaged.

Pending Board approval, OID staff will submit the final Basin Map to DWR, to replace the draft Basin Map that was submitted at the time OID filed its election notice with DWR. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: None

ATTACHMENTS:

- > Resolution 2017-NIL
- > Eastern San Joaquin Subbasin GSA Map

-			
Board Motion:			
Motion by:	Second by:		
VOTE Webb (Yes/No) Doornenbal (Yes/No)	Osmundson (Yes/No)	Altieri (Yes/No)	Santos (Yes/No)
Actions to be taken:			

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

RESOLUTION APPROVING THE REVISED GROUNDWATER SUSTAINABILITY AGENCY BOUNDARY MAP FOR THE EASTERN SAN JOAQUIN GROUNDWATER SUBBASIN AND SUBMITTAL OF THE MAP TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, the California Legislature and Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (SGMA); and,

WHEREAS, the SGMA went into effect on January 1, 2015; and,

WHEREAS, the SGMA requires all high- and medium-priority groundwater basins, as designated by the California Department of Water Resources (DWR) Bulletin 118, to be managed by a Groundwater Sustainability Agency (GSA) or multiple GSAs by June 30, 2017; and,

WHEREAS, the Eastern San Joaquin Groundwater Subbasin (Subbasin) has been designated by DWR as a high-priority basin and in critical groundwater overdraft; and,

WHEREAS, the SGMA authorizes a local public agency overlying a groundwater subbasin to elect to become a GSA; and,

WHEREAS, on February 21, 2017 the Oakdale Irrigation District Board of Directors elected to become a GSA for the portions of the San Joaquin County within the Eastern San Joaquin Groundwater Subbasin; and,

WHEREAS, the Oakdale Irrigation District submitted notification to DWR on March 22, 2017 of its decision to become a GSA; and,

WHEREAS, the decision to become a GSA will take effect if no other local agency has filed a GSA formation notice for all or a portion of the same area of a basin within 90-days of the initial posted notice, or if any GSA overlap has been resolved and all applicable Water Code requirements have been met; and,

WHEREAS, as reflected in Water Code §10723.8(c), where there is overlap in areas proposed to be managed by local agencies, the local agencies shall seek to reach agreement to resolve the overlap to allow prompt designation of a GSA. Water Code References: §10723 *et seq.*; and,

WHEREAS, GSA overlap can be resolved by withdrawal or modification of a posted GSA formation notice(s) to eliminate any overlap in the area(s) proposed to be managed; and,

WHEREAS, San Joaquin County and all other public agencies who have filed to become a GSA within the Subbasin, have resolved existing GSA overlaps; and,

WHEREAS, a parcel-level boundary map has been developed by the County for the entire Subbasin which defines the boundaries of each GSA, showing no existing GSA overlap within the Subbasin; and,

WHEREAS, the Oakdale Irrigation District is in agreement with the GSA boundaries depicted on this map for the Eastern San Joaquin Groundwater Subbasin which resolves any prior overlap; and,

WHEREAS, the Oakdale Irrigation District attests that this action does not constitute a material change from the original postings as the Subbasin was entirely covered and continues to be entirely covered by a GSA with the resolution of overlap; and,

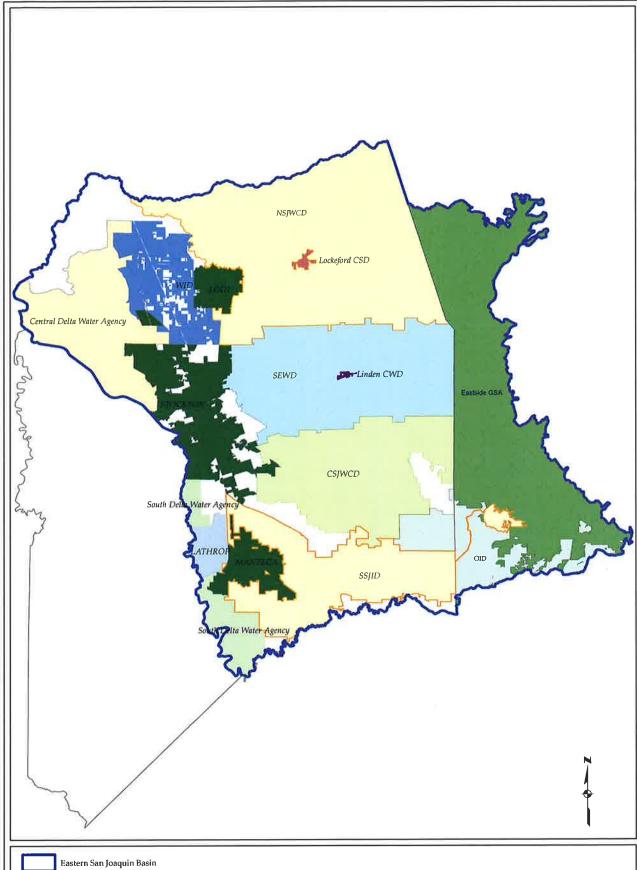
WHEREAS, the Oakdale Irrigation District is committed to sustainable management of its groundwater resources.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District accepts the Eastern San Joaquin County Subbasin GSA Map depicting all Groundwater Sustainability Agencies as prepared by staff; and,

BE IT FURTHER RESOLVED, that the Board of Directors of the Oakdale Irrigation District directs staff to submit the Eastern San Joaquin County Subbasin GSA Map to DWR, and to request that DWR designate the Oakdale Irrigation District Eastern San Joaquin Subbasin GSA the exclusive GSA in the portion of the Eastern San Joaquin Subbasin as depicted on the Map.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President Board of Directors	
Steve Knell, P.E. General Manager/Secretary	









Eastern San Joaquin Subbasin (Groundwater Sustainability Agencies)

-- VICINITY MAP --

SAN JOAQUIN COUNTY

Department of Public Works, 1810 E, Hazelton Ave., Stockton, CA 95205

The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose

The Information on this map is not intended to replace engineering, financial or primary records research.



BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

10

APN:

063-029-012

SUBJECT: APPROVE AGREEMENT WITH STEVEN HAGLUND AND AUTHORIZE GENERAL

MANAGER TO EXECUTE

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

On March 20, 2017 the District received a letter from Steven Haglund with the intent to sell borrow material. District staff reviewed the material pile and determined that the material was conducive to the needs of the District to build roads, repair canal banks, backfill pipeline trenches, etc. on District facilities.

District staff has confirmed the quantity of borrow material at 1,188 cubic yards. The unit price is \$1.00 a cubic yard for a total purchase price of \$1,188.00. The attached Agreement is inclusive of a comprehensive list of terms and conditions as set forth by the District and has been reviewed by the District's legal counsel.

Staff's recommendation is to approve the Agreement as written and authorize the General Manager to execute. This was an unanticipated expenditure and was not included in the 2017 Budget.

FISCAL IMPACT: \$1,188.00 (Unbudgeted)

ATTACHMENTS:

Agreement including Exhibit "A"

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 AND WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT 1205 East F Street Oakdale, CA 95361

APN: 063-029-012

<u>AGREEMENT</u>

BETWEEN STEVEN HAGLUND AND OAKDALE IRRIGATION DISTRICT

This Agreement is made as of June 6, 2017 and shall be binding between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT", and Steven Haglund, hereinafter referred to as "OWNER" regarding the purchase of Borrow Material on that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

The comprehensive list below sets forth the terms and conditions as identified by DISTRICT.

- 1. For purposes of this Agreement, Borrow Material is defined as clean dirt that is suitable to be used for among other things, building roads, canal banks and backfill pipeline trenches, etc.
- 2. DISTRICT desires to purchase Borrow Material located in or on the Property, and OWNER desires to permit the sale of said Borrow Material on the terms, conditions, and provisions of this Agreement.
- 3. OWNER agrees to sell District Borrow Material and that it is the owner and sole title holder to the Property, and has not entered into any transaction or contract to convey title to all or any portion of the Property to any third party.
- 4. OWNER agrees:
 - a. That it has the full power and authority to enter into this Agreement, and no other person or entity is required to give consent or approval to this Agreement.
 - b. That there are no restrictive covenants or other covenants, conditions and/or restrictions or other prohibitions that restrict or prohibit the sale of said Borrow Material.
 - c. To allow DISTRICT uninhibited and unrestricted access as determined solely by DISTRICT to said storage area for the duration of project as set-forth herein.
 - d. That any and all leases or other occupancy or tenant agreements for all or any portion of the Property are subordinate to DISTRICT's rights under this Agreement.

- e. To be the responsible party to notify any tenant or occupant regarding any of the rights and responsibilities under this Agreement and agrees that it is OWNER's obligation to obtain any of OWNER's tenants' consent should said consent be necessary.
- f. That any tenant of OWNER shall be responsible for keeping any and all livestock away from the storage area and or the area used for ingress and egress to Property.
- g. To invoice DISTRICT upon said Agreement being executed by the District Board of Directors and DISTRICT agrees to pay OWNER within thirty (30) days of receipt of invoice.
- h. That if at any time, Material is found on site that is not suitable for the intended use of the Borrow Material as determined solely by DISTRICT, DISTRICT reserves the right to modify or terminate this Agreement.
- i. It shall indemnify, defend and hold DISTRICT, and its directors, consultants, partners, agents, employees, attorneys, contractors, representatives, successors and assigns harmless from any and all claims, damages, demands, hearings, actions, causes of action, penalties, judgments, liabilities, losses, expenses, costs, including but not limited to reasonable attorney's fees arising out of, concerning or related to: (i) a breach of any of OWNER's representatives, warranties or promises in this Agreement; and/or (ii) any livestock loss or injury to any livestock.

5. DISTRICT agrees:

- a. To purchase approximately one thousand one hundred eighty eight (1,188) cubic yards of Borrow Material for a purchase price of one (1) dollar per cubic yard in accordance with the terms and conditions set-forth herein.
- b. To maintain access road as deemed necessary for the duration of project as set-forth herein.
 - c. To provide the manpower and equipment to load said Borrow Material.
- d. To use dust mitigation measures as deemed necessary in the sole opinion of DISTRICT and caused as a direct result of DISTRICT activities.
 - e. It has confirmed the total volume of said Borrow Material to be purchased.
- f. It will at all times maintain insurance coverage for public liability and property damage, and will provide proof of insurance to OWNER upon request.
- 6. Upon payment, said Borrow Material shall become personal property transferred to and owned by DISTRICT.

7. DISTRICT and OWNER agree:

- a. The Borrow Material shall be removed no later than August 1, 2017 or as subsequently agreed upon in writing by DISTRICT and OWNER.
- b. The relationship of the parties to this Agreement is that of buyer and seller, and this Agreement is not intended to create, and will not be construed to create, any partnership or joint venture.

c. Any and all notices or other communications required or permitted by this Agreement or by law shall be in writing and will be deemed duly served and given when personally delivered to the party to whom it is directed, or when delivered by certified or registered mail, postage prepaid, return receipt requested, or by Federal Express or other overnight courier service, as follows:

Owner:

Steven Haglund P.O. Box 2138 Oakdale, CA 95361

District:

Oakdale Irrigation District

1205 East F Street Oakdale, CA 95361

Attention: Steve Knell, P.E.

General Manager

- d. This Agreement constitutes the entire Agreement between the parties relating to this Agreement. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all of the parties.
- e. Each and all covenants, restrictions, conditions, and provisions contained in this Agreement (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each parcel of real property owned by the parties; (b) will create mutual equitable servitudes upon such property; (c) will constitute covenants running with the land; (d) will bind every person having any fee, leasehold, or other interest in any portion of the parties' properties at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in questions, or that the covenant, restriction, conditions, or provision is to be performed on such portion; and (e) will inure to the benefit of the parties and their respective successors and assigns as to their respective properties.
- f. Any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason by a court or an arbitrator of competent jurisdiction, such illegal, unenforceable, or invalid provisions or part thereof will be stricken from this Agreement, and such provisions will not affect the legality, enforceability, or validity of the remainder of this Agreement.
- g. Should any action, arbitration, or other proceeding be commenced to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorney's fees together with any and all costs and expenses, to be paid by the losing party as fixed by the arbitrator or court, whether or not such action is pursued to decision or judgment or other award.
 - h. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.
DISTRICT:
Steve Knell, P. E., General Manager Oakdale Irrigation District
OWNER:
Steven Haglund OWNER

State of California County of Stanislaus			
Onappeared			
subscribed to the with in his/her/their authori	nin instrument and a ized capacity(ies), a	acknowledged to me that he	erson(s) whose name(s) is/are e/she/they executed the same nature(s) on the instrument to cuted the instrument.
I certify under PENAL paragraph is true and		under the laws of the State o	of California that the foregoing
Witness my hand and	official seal		
Signature		(Seal)	
	CERTIFICAT	E OF ACKNOWLEDGMEN	NT
State of California County of Stanislaus			
On	_ before me		, personally
subscribed to the with in his/her/their authori	the basis of satisfa nin instrument and a ized capacity(ies), a	acknowledged to me that he	erson(s) whose name(s) is/are e/she/they executed the same nature(s) on the instrument to ecuted the instrument.
I certify under PENAL paragraph is true and		under the laws of the State	of California that the foregoing
Witness my hand and	official seal		
Signature		(Seal)	

EXHIBIT "A"

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

The Ease one-half of Lots 49 and 52 of Pacific Pea Packing Company Colony filed on June 26, 1916 in Volume 8 of Maps, at Page 41, Stanislaus County Records.

Excepting therefrom that portion lying Southeasterly of the Northwesterly right of way line of Albers Road, as said road is described in the Deed to the County of Stanislaus recorded June 20, 1960 in Volume 1619 of Official Records, at Page 420.

End Description

APN: 063-029-012

Date:

June 6, 2017

Item Number:

11

APN:

015-001-007

SUBJECT: APPROVE AGREEMENT WITH SCHAAFSMA ENTERPRISES AND AUTHORIZE

GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

On January 30, 2017 the District received a letter from Schaafsma Enterprises with the intent to sell 3/4" recycled crushed concrete. District staff reviewed the material pile twice and determined that the material was conducive to the needs of the District to construct all weather access roads along District facilities.

District staff has confirmed the quantity of ¾" recycled crushed concrete at 1,535 cubic yards. The unit price is \$9.00 a cubic yard for a total purchase price of \$13,815.00. The attached Agreement is inclusive of a comprehensive list of terms and conditions as set forth by the District and has been reviewed by the District's legal counsel.

Staff's recommendation is to approve the Agreement as written and authorize the General Manager to execute. This was an unanticipated expenditure and was not included in the 2017 Budget.

FISCAL IMPACT: \$13,815.00 (Unbudgeted)

ATTACHMENTS:

Agreement with Exhibit "A"

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 AND WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT 1205 East F Street Oakdale, CA 95361

APN: 015-001-007

AGREEMENT

BETWEEN SCHAAFSMA ENTERPRISES AND OAKDALE IRRIGATION DISTRICT

This Agreement is made as of June 6, 2017 and shall be binding between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT", and Schaafsma Enterprises, hereinafter referred to as "OWNER" regarding the purchase of ¾" recycled crushed concrete free of rebar material ("Material") on that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

The comprehensive list below sets forth the terms and conditions as identified by DISTRICT.

- 1. DISTRICT desires to purchase Material located in or on the Property, and OWNER desires to permit the sale of said Material on the terms, conditions, and provisions of this Agreement.
- 2. OWNER agrees:
 - a. That it is the owner and sole title holder to the Property, and has not entered into any transaction or contract to convey title to all or any portion of the Property to any third party.
 - b. That it has the full power and authority to enter into this Agreement, and no other person or entity is required to give consent or approval to this Agreement.
 - c. That there are no restrictive covenants or other covenants, conditions and/or restrictions or other prohibitions that restrict or prohibit the sale, use and storage of said Material.
 - d. To allow DISTRICT uninhibited and unrestricted access Monday through Friday from the hours of seven (7) am to four (4) pm.
 - e. That any and all leases or other occupancy agreements for all or any portion of the Property are subordinate to DISTRICT's rights under this Agreement.
 - f. Any tenant of OWNER shall be responsible for keeping any and all livestock from the storage area and or the area used for ingress and egress to Property.

- g. To invoice DISTRICT upon said Agreement being executed by the District Board of Directors and DISTRICT agrees to pay OWNER within thirty (30) days of receipt of invoice.
- h. That if at any time, material is found on site that is not suitable for the intended use of Material as determined solely by DISTRICT, DISTRICT reserves the right to modify or terminate this Agreement.
- i. It shall indemnify, defend and hold DISTRICT, and its directors, consultants, partners, agents, employees, attorneys, contractors, representatives, successors and assigns harmless from any and all claims, damages, demands, hearings, actions, causes of action, penalties, judgments, liabilities, losses, expenses, costs, including but not limited to reasonable attorney's fees arising out of, concerning or related to: (i) a breach of any of OWNER's representatives, warranties or promises in this Agreement; and/or (ii) any livestock loss or injury to any livestock.

3. DISTRICT agrees:

- a. To maintain access road as deemed necessary by DISTRICT for the duration of project as set-forth herein.
 - b. To provide the manpower and equipment to load said Material.
- c. To use dust mitigation measures as deemed necessary in the sole opinion of DISTRICT and caused as a direct result of DISTRICT activities.
- d. To purchase approximately one thousand five hundred thirty five (1,535) cubic yards of Material for a purchase price of nine (9) dollars per cubic yard in accordance with the terms and conditions set-forth herein.
 - e. It has confirmed the total volume of Material to be purchased.
- f. It will at all times maintain insurance coverage for public liability and property damage, and will provide proof of insurance to OWNER upon request.
- 4. Upon payment, said Material, shall become personal property transferred to and owned by DISTRICT.

DISTRICT and OWNER agree:

- a. Said Material shall be removed no later than June 30, 2017 or as subsequently agreed upon in writing by DISTRICT and OWNER.
- b. The relationship of the parties to this Agreement is that of buyer and seller, and this Agreement is not intended to create, and will not be construed to create, any partnership or joint venture.
- c. Any and all notices or other communications required or permitted by this Agreement or by law shall be in writing and will be deemed duly served and given when personally delivered to the party to whom it is directed, or when delivered by certified or registered mail, postage prepaid, return receipt requested, or by Federal Express or other overnight courier service, as follows:

Owner:

Schaafsma Enterprises 10506 Claribel Road Oakdale, CA 95361

District:

Oakdale Irrigation District

1205 East F Street Oakdale, CA 95361

Attention: Steve Knell, P.E.

General Manager

- d. This Agreement constitutes the entire Agreement between the parties relating to this Agreement. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all of the parties.
- e. Each and all covenants, restrictions, conditions, and provisions contained in this Agreement (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each parcel of real property owned by the parties; (b) will create mutual equitable servitudes upon such property; (c) will constitute covenants running with the land; (d) will bind every person having any fee, leasehold, or other interest in any portion of the parties' properties at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in questions, or that the covenant, restriction, conditions, or provision is to be performed on such portion; and (e) will inure to the benefit of the parties and their respective successors and assigns as to their respective properties.
- f. Any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason by a court or an arbitrator of competent jurisdiction, such illegal, unenforceable, or invalid provisions or part thereof will be stricken from this Agreement, and such provisions will not affect the legality, enforceability, or validity of the remainder of this Agreement.
- g. Should any action, arbitration, or other proceeding be commenced to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorney's fees together with any and all costs and expenses, to be paid by the losing party as fixed by the arbitrator or court, whether or not such action is pursued to decision or judgment or other award.
 - h. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this A	greement as of the date first written above.
DISTRICT:	
Steve Knell, P. E., General Manager Oakdale Irrigation District	
OWNER:	
Donald L. Schaafsma Schaafsma Enterprises Chief Financial Officer	Deanne G. Dalrymple Schaafsma Enterprises Secretary

State of California County of Stanislaus				
On	before me			, personally
who proved to me on subscribed to the with in his/her/their authorize	the basis of satisfa- in instrument and a zed capacity(ies), a	ctory evidence to acknowledged to and that by his/h	to be the person(s) who o me that he/she/they enter/their signature(s) on o) acted, executed the ins	se name(s) is/are xecuted the same the instrument to
I certify under PENAL paragraph is true and		ınder the laws o	of the State of California	that the foregoing
Witness my hand and	official seal			
Signature		- (\$	Seal)	
	CERTIFICAT	E OF ACKNOV	VLEDGMENT	
State of California County of Stanislaus				
Onappeared	_ before me			, personally
who proved to me on subscribed to the with in his/her/their authori	iin instrument and a zed capacity(ies), a	acknowledged to and that by his/	to be the person(s) who o me that he/she/they e her/their signature(s) on s) acted, executed the in	xecuted the same the instrument to
I certify under PENAL paragraph is true and		under the laws o	of the State of California	that the foregoing
Witness my hand and	official seal			
Signature		- (Seal)	

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HERBIN BELOW IS SITUATED IN THE CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. I: THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, TOWNSHIP AND RANGE AFORESAID; THENCE EAST AND ALONG THE NORTH SECTION LINE OF SAID SECTION, 50.534 CHAINS TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED FROM GEORGE E. RILEY TO JOHN M. BURGE, ET UX, RECORDED IN VOLUME 615 OF OFFICIAL RECORDS, AT PAGE 258, STANISLAUS COUNTY RECORDS, SAID NORTHEAST CORNER OF BURGE PROPERTY BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, THENCE SOUTH 0° 28'. WEST 40 433 CHAINS TO THE SOUTHEAST CORNER OF SAID BURGE PROPERTY, BEING ALSO THE SOUTHWEST CORNER OF THE LAND HEREIN DESCRIBED; THENCE EAST AND ALONG THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION 6, 32 676 CHAINS, MORE OR LESS, TO THE EAST SECTION LINE OF SAID SECTION, THENCE NORTH AND ALONG THE EAST SECTION LINE OF SAID SECTION, THENCE NORTH AND ALONG THE EAST SECTION LINE OF SAID SECTION 31 616 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED

PARCEL NO. 2.

AN UNDIVIDED 1/2 INTEREST IN AND TO THAT CERTAIN PUMP AND WELL LOCATED ON LOTS 15 TO 22 INCLUSIVE OF OAKDALE COLONY TRACT, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA, ON JANUARY, 8, 1914 IN VOLUME 8 OF MAPS, AT PAGE 5, TOGETHER WITH THE RIGHT FOR AN EASEMENT TO IRRIGATE THE PROPERTY ABOVE DESCRIBED FROM SAID PUMP AND ALSO THE RIGHT OF INGRESS AND EGRESS TO REPAIR AND MAINTAIN SAID EASEMENT AND PUMP OVER THE PROPERTY ON WHICH SAID PUMP IS LOCATED

APN, 015-001-007

Date:

June 6, 2017

Item Number:

12

APN:

N/A

SUBJECT: APPROVE PURCHASE OF ONE (1) WACKER RAMMER MODEL BS60-4S FROM

UNITED RENTAL (BUDGETED)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The Support Services Department budgeted \$3,900 for the purchase of a new wacker rammer utilized by the Support Services staff to properly compact material during backfill procedures. With four year round crews and six additional crews during the winter construction season there is a need for an additional wacker rammer. Support Services staff received quotes from four separate vendors, with United Rental being the lowest quote.

This was an anticipated expenditure and was included in the 2017 Budget.

FISCAL IMPACT: \$2,575.00 plus tax and freight (Budgeted \$3,900)

ATTACHMENTS:

Quote Summary & Quotes

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:

REQUESTED
BY
JOB
SITE

OAKDALE IRRIGATION DISTRICT MATERIAL QUOTES

DATE PO# REQ#

QUANTITY	DESCRIPTION	VENDOR	VENDOR	VENDOR	VENDOR	VENDOR	VENDOR
NEEDED	OF MATERIALS	Ahern	Airgas	United Rental	White Cap	BG Agri	
	1 MI-T-M, Air Compressor, #AM2-PH09-08M	\$ 1,395.00	\$ 1,528.24	\$ 1,665.00	\$ 2,276.00	Ø	
	Two Stage, 8 Gal., With Electric Start						
	2 Wacker, 2" Trash Pump, PT2A, Gas	\$ 1,195.00	\$ 1,234.06	\$ 995.00	\$ 1,097.17	\$ 1,094.67	
	1 Wacker, 3" Trash Pump, PT3A, Gas	\$ 1,395.00	\$ 1,500.88	\$ 1,215.00	\$ 1,334.40	\$ 1,378.67	
	1 Wacker, GP560 Generator W/ Electric Start,	\$ 1,795.00	\$ 1,967.82	\$ 1,775.00	\$ 2,039.50	Ø	
	1 Wacker Vibratory Rammer, BS 60-4S	\$ 2,795.00	\$ 2,734.06	\$ 2,575.00	\$ 2,873.00	NO	
_	1 Multiquip Concrete Vibrator Electric, with	\$ 795.00	\$ 861.17	\$ 799.00	\$ 1,004.55	NO	
	Motor CV2A, Shaft FS10, Head 2100HD						
CONTACT:		Brian	Chris	Christine	Randy	Beau	
PHONE:		535-1789	649-0320	595-4002	456-4070	916-5170	
COMMENT:	Price per each. Excludes Sales tax and S/H.						
	NQ = No quote provided by vendor.						

OUnited Rentals

BRANCH 519 1331 COLDWELL AVE MODESTO CA 95350-5701 209-521-6250 209-521-5379 FAX

Site Job

OAKDALE IRRIGATION DISTRICT SHOP @ 1205 EAST F ST, XST

x:OFF@F STREET OAKDALE CA 95361

Office: 209-847-0341 Cell: 209-847-0341

OAKDALE IRRIGATION DISTRICT 1205 EAST F STREET OAKDALE CA 95361

EQUIPMENT SALE QUOTE

145141333

: 639312 Customer # Quote Date

Salesperson

UR Job Loc : SHOP AT 1205 E F ST, UR Job # : 1 - OAKDALE IRRIGATI Customer Job ID: 1 - OAKDALE IRRIGATI : NEW RAMMER BS 60-4S P.O. # Ordered By : MICHAEL : CHRISTINE MIDDLETON : CHRISTINE MIDDLETON Written By

This is not an invoice Please do not pay from this document

Qty Equipment # Price Amount 1302600 CC: 150-2600 RAMMER LARGE 2900-3600 LBS/BLOW NEW WACKER BS60-4S #5200000647 ITEMS: 2575.00 2575.00 SALES ITEMS: Item number
FR RESALE
FREIGHT EQUIPMENT SALE
UM: (EA) EACH Qty 1 Stock class Unit Price Amount MCI 65.00 65.00 Sub-total: 2640.00 207.90 Tax: Estimated Total: 2847.90

All returns are subject to a restocking fee.

Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC., a qualified intermediary, as part of a Section 1031 like-kind exchange program.

This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



AIRGAS USA, LLC 1301 ROCKEFELLER DR CERES CA 95307-5050

T: 209-538-6821 F: 209-556-9309

QUOTATION

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
80	WCKGENERIC	W136	1	EA		-	2,734.06	EA	2,734.06
	WACKER NEUSON CORP						_,, 0 ,,,00	_, .	2110-1100

PART #BS 60 4AS

Wacker Vibratory Rammer, Gas Four-Cycle,

Incoterms	Freight Paid by Customer
Shipping Method	Best Way
Payment Terms	NET 30

Quote Amount	11,060.29
Sales Tax	871.41
Quote Total	11,931.70

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

Terms and pricing are valid for a limited time only.

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Rental and/or lease fees (and related charges) will apply to containers in your possession until returned to Airgas. Rental and lease charges are involced separately from gas purchases.

Comments:







Oakdale Irrigation District

March 22, 2017

Modultshie Mandom

PROPOSAL

WACKER, RAMMER, MODEL BS60-4S, NEW 2017

Length 26.5 in Width 13.5 in Height 38 in Shoe Size 11 in Operating Weight 156 lb Stroke 2.7 in

Percussion Rate 680 blows/min
Travel Speed 28 ft/min
Max Area Capacity 1543 sq ft/h
Displacement 6 cu in

Max Rated Power 3.2 hp @ 4200 rpm (Rated Speed)

Fuel Tank Capacity 3.2 qt.

\$2,795.00

Plus Sales Tax & Freight

FOB: Factory (estimated freight to Modesto, CA \$75.00)

Warranty: Factory

Availability: 1-2 Weeks Proposal valid for 30 days

TERMS: C.O.D. (Unless alternate arrangement is approved prior to delivery)

Accepted by:

Oakdale Irrigation District

Brian Booza, Sales Representative (209) 535-1789

Ahern Rentals reserves the right to make price, specification, and/or equipment changes without prior notification.

When paying by credit card an additional fee 2.75% will apply.

Return by email or submit by fax (702) 749-4001

74 Convenient Locations in 22 States to serve you: Arizona, Arkansas, California, Colorado, Georgia, Kansas, Maryland, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia and Washington



KDSUPPLY ON ACCOUNT **CONSTRUCTION & INDUSTRIAL**



WHITE CAP 023 - Stockton 1166 South Wilson Way

209-847-0341

QUOTE

220975

Sold To:

Stockton, CA, 95205 (209) 944-9541

> 123997 OAKDALE IRRIGATION 1205 EAST F STREET OAKDALE, CA, 95361

Ship To: OAKDALE IRRIGATION-123997,123997-8

1205 EAST F STREET OAKDALE, CA, 95361

Job Site Contact: MICHAEL EVANS

Job Site Phone: Map #:

03:39 PM

Ordered By: MICHAEL EVANS

Contact Phone:

	Quote Number	Quote Date	Valld Unti		Sales Pe	rson		
	220975 03/21/2017 Terms Shipping Method		03/21/2017					
			THE RESERVE OF THE PARTY OF THE		Created By			
		2. Our Truck				Mina, R		
The second second		Equip > Freight Prepaid if Ordered all at once						
LN	Part#	Description	Ord Quantity	U/M	Price	Amount		
YES	H/M		A COLUMN TO SERVICE A SERV	Unit WT	COO	Table 1		
10	SP/PSG2-500	WACKER SUBMERSIBLE 2" PUMP THIS ITEM IS SPECIAL ORDER AND MAY BE NON-RETURNABLE	2	EA 15 LBS	\$303.12	\$606.24		
20	SP/GP85600	WACKER 5.6KW GENERATOR W/ELEC START THIS ITEM IS SPECIAL ORDER AND MAY BE NON-RETURNABLE	1	EA	\$2,039.50	\$2,039.50		
30	SP/PT2A-I	WACKER 2" TRASH PUMP, GAS THIS ITEM IS SPECIAL ORDER AND MAY BE NON-RETURNABLE	2	EA 40 LBS	\$1,097.17	\$2,194.34		
40	SP/SP-PT3A	WACKER 3" TRASH PUMP, GAS THIS ITEM IS SPECIAL ORDER AND MAY BE NON-RETURNABLE	1	EA 50 LBS	\$1,334.40	\$1,334.40		
50	570BS604	4-STROKE RAMMER II" SHOE WACKER	1	EA 171 LBS	\$2,873.00	\$2,873.00		

shipped weight	a	456.00 LBS	Sub Total Tax amount Lumber Tax rate/amount Total	1.00%	\$9,047.48 \$712.48 \$0.00 \$9,759.96
				1.00%	•

Customer acceptance signature:	Date :
--------------------------------	--------

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN. QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE DATE.

Date: June 6, 2017 Item Number: 13

Item Number: 13 APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 003 TO PROFESSIONAL SERVICES AGREEMENT

2014-PSA-001 WITH MARCIA HERRMANN DESIGN FOR ON-CALL SERVICES

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 003

BACKGROUND AND/OR HISTORY:

Work Release No. 003 will allow Marcia Herrmann Design to provide assistance related to a range of tasks that would include but are not limited to review of OID documents regarding issues related to press releases and pertinent documents. The purpose of Work Release No. 003 is to provide an on-call authorization for Marcia Herrmann Design to respond quickly to needs identified by OID.

Marcia Herrmann Design will perform said on-call services on a Time and Material basis for a Not to Exceed Amount of \$3,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 003 for on-call services.

FISCAL IMPACT: Not to Exceed Amount: \$3,000.00

ATTACHMENTS:

Work Release No. 003

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:



Work Release #003

On-Call Services

Scope of Work:

Oakdale Irrigation District (OID) has requested Marcia Herrmann Design assistance related to a range of tasks that would include but not limited to review of OID documents regarding issues related to press releases and pertinent documents. The purpose of Work Release No. 003 is to provide on-call services to respond quickly to the needs as identified by OID.

Pricing:

Payment for Work Release #003 will be on a Not to Exceed amount noted below.

Not to Exceed Amount

\$ 3,000.00

All invoices submitted for payment should indicate the Professional Services Agreement number and Work Release #003 on the invoice.

Schedule:

Work Release No. 003 authorizes budget for Marci Herrmann Design to provide on-call services. The schedule for each service will be defined and agreed to by OID and Marcia Herrmann Design prior to initiating work.

Terms and Conditions:

All Terms and Conditions identified in **Professional Services Agreement 2014-PSA-001** will remain in effect for Work Release #003.

Oakdale Irrigation District		Marcia Herrmann Design
Ву:		By:
Name:	Steve Knell, P.E.	Name:
Title:	General Manager	Title:
Date:		Date:

Date:

June 6, 2017

Item Number:

14

APNs:

002-065-002/003/008,

002-067-001/008, 002-071-001

SUBJECT: APPROVE REQUEST TO RECONNECT SUB-STANDARD PARCELS (APNS: 002-

065-002/003/008, 002-067-001/008, 002-071-001 - FIELDS)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The parcels noted above have never been connected to OID service. The landowner, Steve Fields, is in the process of a landuse conversion project and wishes to connect the parcels to OID irrigation service at this time. Since the parcels are less than 10 acres, they are considered substandard and require Board approval to connect. There are existing delivery points on the North Main Canal that are currently being utilized by Mr. Fields for irrigation of other parcels, and can be used to irrigate the parcels noted above. The proposed irrigation connection has been reviewed by Water Operations Department staff and, as it is not anticipated to negatively impact OID operations, staff recommends approval of the owner's request for a new connection.

FISCAL IMPACT: A fee has been collected to cover all District costs.

ATTACHMENTS:

Parcel Site Maps (4)

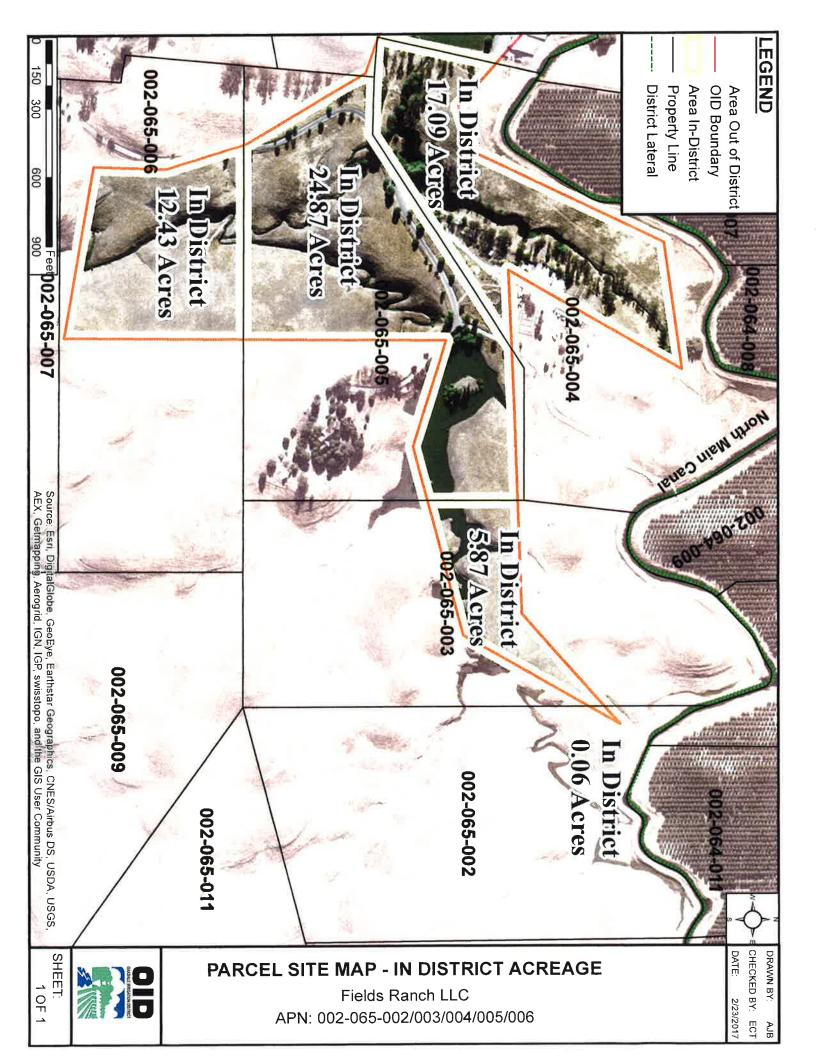
Board Motion:

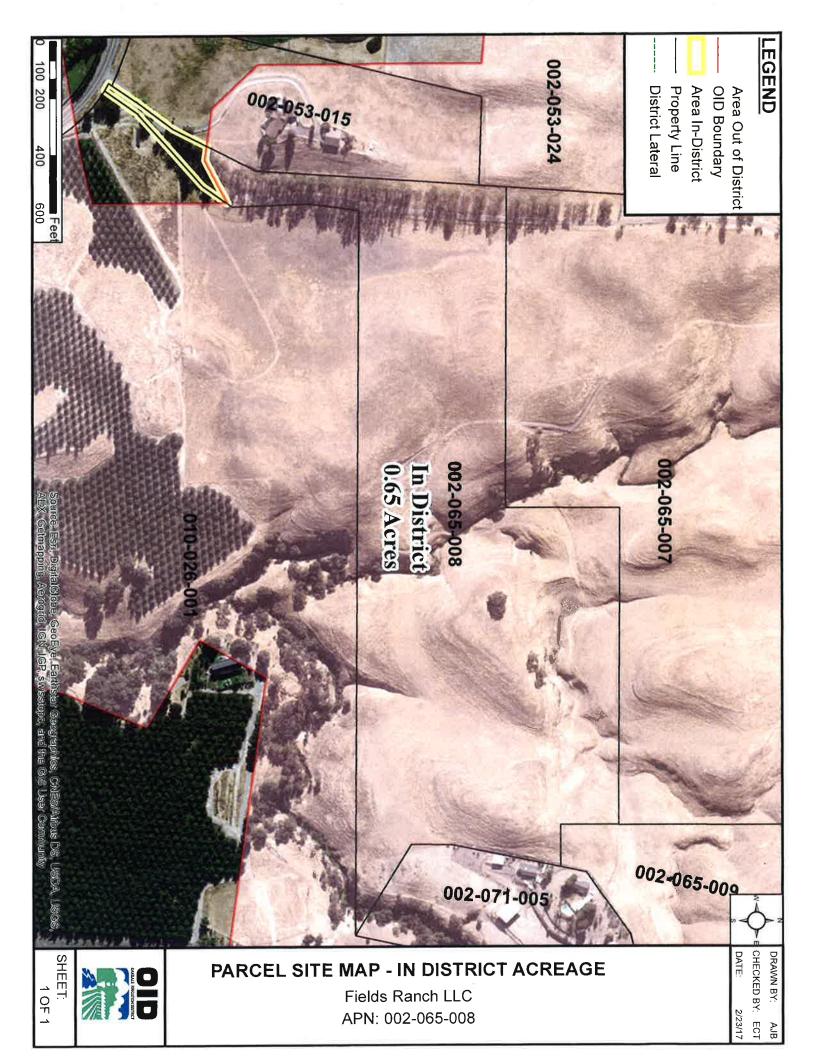
Motion by: _____ Second by: ____

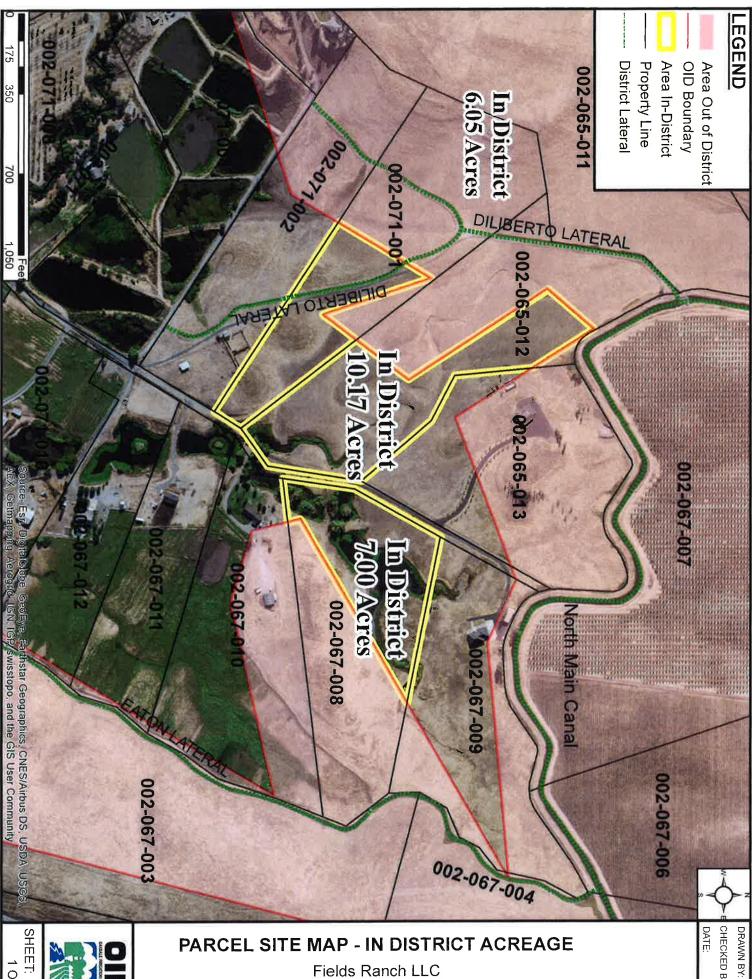
VOTE:

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

Action(s) to be taken:





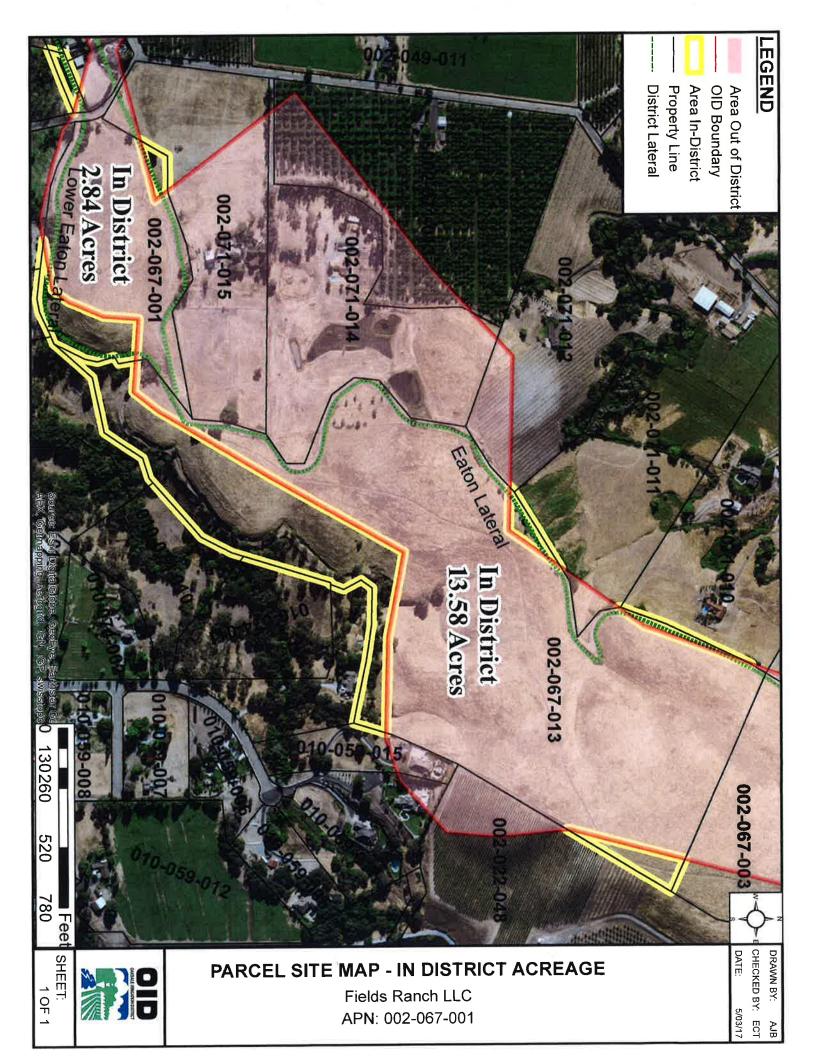


SHEET: 1 OF 1



Fields Ranch LLC APN: 002-065-012 / 002-067-008 / 002-071-001 CHECKED BY: ECT

2/24/17



Date:

June 6, 2017

Item Number:

15

APN:

002-056-016

SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE STRECKER DRAIN

(APN: 002-056-016 - 3R RANCHES, LP, JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, AND JOHN M.

BRICHETTO)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Walnut trees within the parcel noted above have been identified to be encroaching approximately one (1) foot within the Oakdale Irrigation District (OID) Strecker Drain right-of-way (ROW). The landowner has been notified of such by OID staff and has submitted a letter addressed to the Oakdale Irrigation District (OID) Board of Directors (Board) requesting the Board permit the encroaching walnut trees and associated irrigation infrastructure to remain within the OID ROW. OID staff has reviewed the request and recommends the Board's approval contingent upon the submittal of a Structure Permit Application and the applicable fees. A Draft Encroachment Permit is attached for Board review.

FISCAL IMPACT: A Structure Review Application fee to be submitted to cover all District costs

contingent upon Board approval.

ATTACHMENTS:

- > Encroachment Request Strecker Drain
- Draft Encroachment Permit

Board Motion:				
Motion by: VOTE Webb (Yes/No) Doornenbal (Yes/No)				
Action(s) to be taken:				

Received

MAY 05 2017

Oakdale ID

3 R Ranches, LP 25869 E. River Road Escalon, CA 95320

April 26, 2017

Oakdale Irrigation District Attention: Board of Directors 1205 East F Street Oakdale, CA 95361

To Oakdale Irrigation District Board of Directors,

I am writing you in concern to the easement on 12800 Lambuth Road. I met with Eric and Jason out at the location. They informed me that there was a 60 ft. easement. I have reviewed what I have in my records; I have an assessors plant map with the easement drawn out on the map. It has the easement labeled to be 30 Ft. for you to service and access the Strucker Drain.

Originally I thought it was a 30 ft. easement with half on my property and half on John Brichetto's side. I would like to request an encroachment on the easement. The reason of this request is because I have planted trees about 3 ft. to the south of the Strucker Drain, inside of this 30 ft. easement. I will keep the trees pruned and all of the brush removed to ensure you have room to access the Strucker Drain. If the trees are not pruned within 30 days, or are blocking your service the Strucker Drain, to your discretion you may remove the brush or trees at your cost then forward me the bill. I will be willing to pay you back for the removal. If for some reason I do not reimburse you for the removal of the trees in a timely manner, you can hold my water rights until the bill is paid. This could be recorded on the deed.

Please let me know if this is something that you would consider. I am willing to work with Oakdale Irrigation District on this matter. Please call me on my cell phone if you would like to talk to me directly, 209-573-1168.

Sincerely

Robert Longstreth

President

3 R Ranches, LP

Office: 209-838-2892

RECORDING REQUESTED BY & WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT 1205 East F Street Oakdale, CA 95361

APN: 002-056-016

ENCROACHMENT PERMIT ON THE STRECKER DRAIN

THIS ENCROACHMENT PERMIT executed this SIXTH day of JUNE, 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 3R RANCHES, LP, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, AS TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO REVOCABLE TRUST DATED MAY 7, 2008, JOHN M. BRICHETTO, A MARRIED MAN, AND JOSEPH P. BRICHETTO, A SINGLE MAN, 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 June 6, 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 STRECKER DRAIN right of way with encroachments as follows:

1. Walnut trees and associated irrigation infrastructure encroaching approximately one (1) foot within Strecker Drain right-of-way.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

K:\Engineering\Chase King\Board Review\Encroachment Permits\3R Ranches, LP_002-056-016\Encroachment Permit.doc

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.

OAKDALE IRRIGATION DISTRICT

Mailing Address:

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

Steve Webb, President Board of Directors Steve Knell, P.E. General Manager/Secretary "OWNER" Robert Longstreth, President 3R Ranches, LP Date

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

25869 E. River Road Escalon, CA, 95320

John P. Brichetto, Trustee John and Jacqueline Brichetto 2008 Revocable Trust dated May 7, 2008 Jacqueline J. Brichetto, Trustee John and Jacqueline Brichetto 2008 Revocable Trust dated May 7, 2008 John M. Brichetto, Owner Date

Date

Mailing Address:

Joseph P. Brichetto, Owner

P.O. Box 11600 Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

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
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 <u>Stanislaus</u>
Onbefore me
Signature (Seal)

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				
Onbefore me personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal				
Signature (Seal) CERTIFICATE OF ACKNOWLEDGMENT				
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California County of <u>Stanislaus</u>				
Onbefore me				
paragraph is true and correct. WITNESS my hand and official seal				
Signature (Seal)				

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 <u>Stanislaus</u>				
Onbefore me, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
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 <u>Stanislaus</u>				
Onbefore me, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
WITNESS my hand and official seal				
Signature (Seal)				

EXHIBIT "A"

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

ENCROACHMENT PERMIT ON THE STRECKER DRAIN

APN: 002-056-016

WHEREAS, 3R RANCHES, LP, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, AS TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO REVOCABLE TRUST DATED MAY 7, 2008, JOHN M. BRICHETTO, A MARRIED MAN, AND JOSEPH P. BRICHETTO, A SINGLE MAN, are the titled owners of property located in the NW 1/4 of Section 29 and the SW 1/4 of Section 20, Township 1 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, 3R RANCHES, LP, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, AS TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO REVOCABLE TRUST DATED MAY 7, 2008, JOHN M. BRICHETTO, A MARRIED MAN, AND JOSEPH P. BRICHETTO, A SINGLE MAN have requested an Encroachment Permit for:

1. Walnut trees and associated irrigation infrastructure encroaching approximately one (1) foot within Strecker Drain right-of-way.

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

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

Upon Motion of Director	seconded by Director	
and duly submitted to the Board for its adopted this sixth day of June, 2017.	s consideration, the above-titled Resolution was	
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 AN UNINCORPORATED AREA OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All that certain real property identified as "Remainder" Parcel as shown on that certain Parcel Map filed in the Office of the County Recorder of Stanislaus County, California, on February 14, 1978 in Volume 26 of Parcel Maps, at Page 79, described as follows:

Commencing at the Southeast corner of Section 29 in township 1 South, Range 10 East, Mount Diablo Base and Meridian, and running thence North on Section line 3265 feet; thence North 42 degrees 15 minutes West 2936.3 feet to the True Point of Beginning of the herein described tract and the center line of a 40 foot roadway; thence South 47 degrees 45 minutes West 1688.8 feet along center line of 40 foot road; thence North 42 degrees 15 minutes West 1031.8 feet along center line of 40 foot road; thence South 42 degrees 15 minutes East 1031.8 feet to the true point of beginning.

EXCEPTING THEREFROM all that portion thereof conveyed to South San Joaquin Irrigation District by Deed from Mary Legner, a widow, dated April 30, 1912 and recorded April 26, 1913 in Volume 87 of Deeds, at Page 475, bounded and particularly described as follows:

Beginning at a point on the Northerly side of the land Hugo Legner and Stockton Savings and Loan Society, 236.3 feet Northeasterly from the most Westerly corner of said Hugo Legner's land, said corner being on the middle line of 40 foot wagon road; thence Southeasterly along line between the lands of said Hugo Legner and Stockton and Loan Society, 236.3 feet to a point in the middle of the above mentioned 40 foot wagon road; thence Southeasterly along the middle line of said wagon road 267.2 feet; thence North 2 degrees 10 minutes West 356.9 feet to the point of beginning.

ALSO EXCEPTING THEREFROM "Parcel A" of that certain Parcel Map filed in the Office of the County Recorder of Stanislaus County, California, on February 14, 1978 in Volume 26 of Parcel Maps, at Page 79.

Underlying APN: 002-056-009

END OF DESCRIPTION



Date:

June 6, 2017

Item Number:

16

APN:

062-001-003

SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE RICHARDSON PIPELINE

EXTENSION (APN: 062-001-003 - DONALD G. BELLETTO)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District recently replaced the Richardson Pipeline Extension through the parcel noted above and subsequently removed and replaced a 4" Sch. 40 PVC private irrigation pipeline crossing in the process. An Encroachment Permit has been prepared to allow this private irrigation pipeline crossing to remain. Given the 4" irrigation pipeline was removed and replaced as a result of OID operations, staff recommends waiving the Structure Permit Application fee and approve 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: 062-001-003

ENCROACHMENT PERMIT ON THE RICHARDSON PIPELINE EXTENSION

THIS ENCROACHMENT PERMIT executed this SIXTH day of JUNE, 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 DONALD G. BELLETTO, AN UNMARRIED MAN, 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 June 6, 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 Campbell Lateral right-of-way with encroachments as follows:

1. One (1) existing 4" Sch. 40 PVC irrigation pipeline crossing.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

 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 constitutes a grant or other disposition of any land or interest

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"	
Donald G. Bellett	5-1-17
Donald G. Belletto, Owner	Date

Mailing Address: P.O. Box 2228

Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

NOTARY

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California County of State of California
on May 1, 207 before me Coda Cilic & Notary Public, personally appeared Coda Cilic & Notary Public, 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 Commission # 2130164 Notary Public - Celifornia Stanislaus County My Comm. Expires Nov 11, 2019
CERTIFICATE OF ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On before me Notary Public,
personally appeared
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal
Signature (Seal)

EXHIBIT "A" OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

ENCROACHMENT PERMIT ON THE RICHARDSON PIPELINE EXTENSION

APN: 062-001-003

WHEREAS, DONALD G. BELETTO, AN UNMARRIED MAN, is the titled owner of the property located in the South 1/2 of Section 18, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, DONALD G. BELLETTO, AN UNMARRIED MAN, has requested an Encroachment Permit for:

1. One (1) existing 4" Sch. 40 PVC 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 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 Directorsubmitted to the Board for its considerated and of June, 2017.	seconded by Director tion, the above-titled Resolution was	, and dul adopted this sixt
OAKDALE IRRIGATION DISTRICT		
Steve Webb, President		
Board of Directors		
Steve Knell, P.E.		
General Manager/Secretary		

EXHIBIT "B"

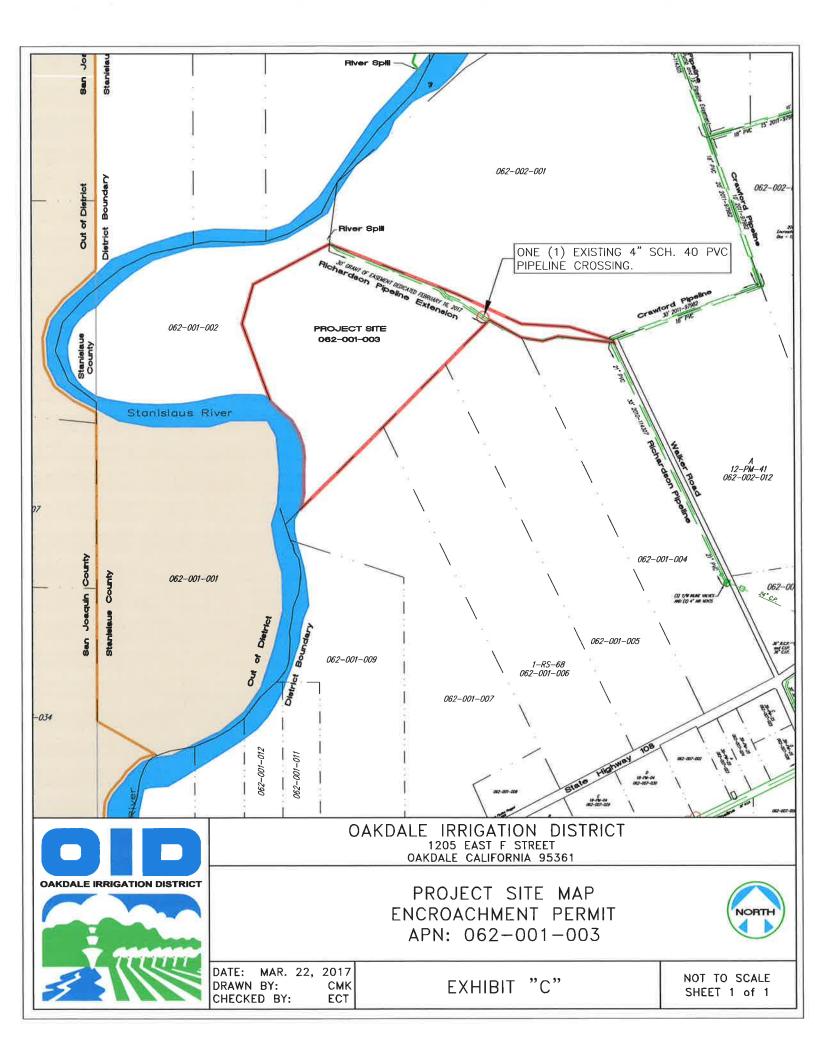
LEGAL DESCRIPTION FOR SUBJECT PROPERTY

The land referred to herein below is situated in the unincorporated area in county of Stanislaus, State of California and is described as follows:

Beginning at a point N. 5 degrees 18 1/2 minutes W. 32.894 chains and N. 25 degrees 23 minutes W. 33.70 chains from the quarter section corner between Sections 19 and 20 T. 2 S. R. 10 E., M.D. B. & M. said point of beginning also being S. 25 degrees 23 minutes E. 0.39 chains from the stump of an old oak tree, thence from said point of beginning N. 83 degrees 07 minutes W. 6.92 chains; thence S. 73 degrees W. 2 chains; thence N. 83 degrees W. 2 chains; thence N. 70 degrees W. 1 chain; thence N. 60 degrees W. 4 chains; thence S. 45 degrees 08 minutes W. 33.72 chains to a 4 X 4 post on the East bank of the Stanislaus River; thence N. 39 degrees 46 minutes W. 0.85 chains; thence N. 30 degrees W. 6.33 chains; thence N. 20 degrees 58 minutes W. 15.79 chains; thence N. 25 degrees 48 minutes E. 8.54 chains; thence N. 64 degrees 25 minutes E. 10.99 chains; thence S. 68 degrees 02 minutes E. 17.28 chains; thence S. 64 degrees 31 minutes E. 8.20 chains; thence S. 86 degrees 04 minutes E. 5.89 chains; thence S. 73 degrees 0.2 minutes E. 5.54 chains, to afore-mentioned stump of old oak tree, thence S. 25 degrees 23 minutes E. 0.39 chains to the point of beginning, containing 62.217 acres and being a portion of Parcel No. 1 of the property of the Richardson Estate, said property being a portion of the Thompson Rancho situated in T. 2 S. R. 10 E., M. D. B. & M. as said Parcel No. 1 is shown on that Estate filed for record in the office of the Recorder of Stanislaus County at page 68 in Volume No. 1 of Records of Surveys.

APN: 062-001-003

END OF DESCRIPTION



BO	ARD	AG	3EN	ADI	. RI	EP(ORT
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BOARD AGENI	DA KEPUKI	
	Date: Item Number: APN:	June 6, 2017 17 207-290-38
SUBJECT: APPROVE ENCROACHMENT PERMIT 38 - BECK)	ON THE CHAPPEL	. PIPELINE (APN: 207-290-
RECOMMENDED ACTION: Approve		
BACKGROUND AND/OR HISTORY: The Oakdale Irrigation District (OID) Chappel Pipeline irrigation system is being installed on the property a 100 PSI PIP PVC private irrigation pipeline across the project and recommends approval of this Encroachment.	and as such, the land ne Chappel Pipeline.	downer wishes to install a 5"
FISCAL IMPACT: A fee has been collected to cover	r all District costs.	
ATTACHMENTS: ➤ Encroachment Permit		
Board Motion:		
Motion by: Seco	ond by:	
VOTE: Webb (Yes/No) Doornenbal (Yes/No) Osmundso	on (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: 207-290-38

ENCROACHMENT PERMIT ON THE CHAPPEL PIPELINE

THIS ENCROACHMENT PERMIT executed this SIXTH day of JUNE, 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 SETH W. BECK AND TRACY BECK, 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 June 6, 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 CHAPPEL PIPELINE right-of-way with encroachments as follows:

1. One (1) 5" 100 PSI PIP PVC private irrigation pipeline crossing over the Chappel Pipeline.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

1. <u>Nature of Right Conferred.</u> 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

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" Seth W. Beck, Owner	5/31/17 Date
Tracy Beck, Owner	5/31 17 Date

Mailing Address:

14900 Henry Road

Oakdale, CA 95361

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 <u>Stanislaus</u>	
who proved to me on the basis of satisfa subscribed to the within instrument and ac his/her/their authorized capacity(ies), and	a Lillie, Notary Public, d Tracy Beck nctory evidence to be the person(s) whose name(s) is/are cknowledged to me that he/she/they executed the same in d that by his/her/their signature(s) on the instrument the ch the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY υ paragraph is true and correct.	under the laws of the State of California that the foregoing
WITNESS my hand and official seal Could J William Signature	CARLA LILLIE Commission # 2130164 Notary Public - California Stanislaus County My Comm. Expires Nov 11, 2019 (Seal)
A notary public or other officer completing this cer	TE OF ACKNOWLEDGMENT Intificate verifies only the identity of the individual who signed the dinot the truthfulness, accuracy, or validity of that document.
State of California County of <u>Stanislaus</u>	
On before me	,Notary Public,
subscribed to the within instrument and achis/her/their authorized capacity(ies), and person(s), or the entity upon behalf of which	actory evidence to be the person(s) whose name(s) is/are cknowledged to me that he/she/they executed the same in that by his/her/their signature(s) on the instrument the ch the person(s) acted, executed the instrument. Sunder the laws of the State of California that the foregoing
Signature	(Seal)

EXHIBIT "A"

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

ENCROACHMENT PERMIT ON THE CHAPPEL PIPELINE

APN: 207-290-38

WHEREAS, SETH W. BECK AND TRACY BECK are the titled owners of property located in the Southwest quarter of Section 24, Township 1 South, Range 9 East, Mount Diablo Base and Meridian, in the unincorporated area of San Joaquin County, California; and

WHEREAS, the owners have requested an Encroachment Permit for:

1. One (1) 5" 100 PSI PIP PVC private irrigation pipeline crossing over the Chappel Pipeline.

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

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

reference hereto this Resolution.	
Upon Motion of Directorand duly submitted to the Board for its adopted this SIXTH day of JUNE, 2017.	seconded by Director, consideration, the above-titled Resolution was
OAKDALE IRRIGATION DISTRICT	*
	×
Steve Webb, President	
Board of Directors	
Steve Knell, P.E.	
General Manager/Secretary	

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

The land referred to is situated in the unincorporated area of the County of San Joaquin, State of California, and is described as follows:

A portion of Lot 42, as shown on Map entitled Oakdale Irrigated Acres, filed for record July 29, 1913 in Vol. 7 of Maps and Plats, Page 28, San Joaquin County Records, described as follows:

Parcel A, as shown upon that certain Survey filed for record February 28, 1973 in Vol. 23 of Maps and Plats, Page 176, San Joaquin County Records.

APN: 207-290-38

END OF DESCRIPTION

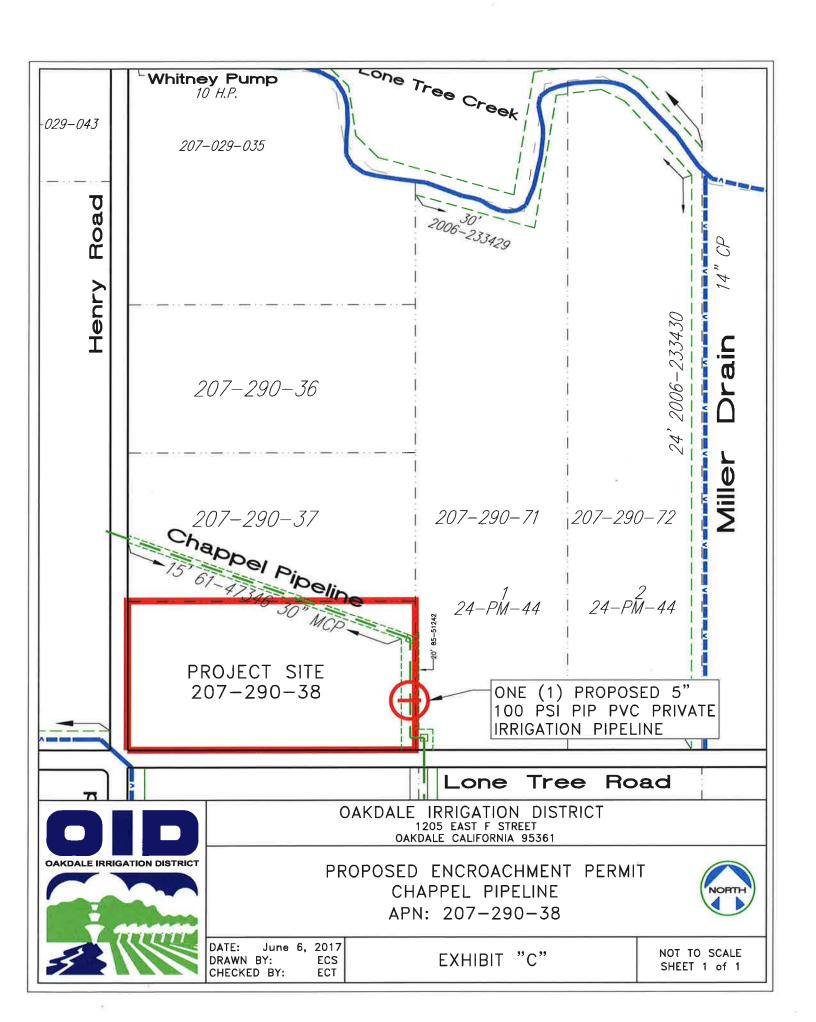




EXHIBIT D

OID STANDARD DETAILS 2-05, 2-07, 5-01

Four (4) pages total, including cover sheet

Standard Detailed Drawings are not attached to save paper.

RC	RN	Δ(F	ND.	ΔΕ	?FP	ORT
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June 6, 2017 Date: Item Number: 18 207-290-71 APN: SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE CHAPPEL PIPELINE (APN: 207-290-71 - DYKXHOORN) **RECOMMENDED ACTION:** Approve **BACKGROUND AND/OR HISTORY:** The Oakdale Irrigation District (OID) Chappel Pipeline borders parcel noted above. A new irrigation system is being installed on the adjacent property and as such, the landowner wishes to install a 5" 100 PSI PIP PVC private irrigation pipeline across the Chappel Pipeline. OID Staff has reviewed this project and recommends approval of this Encroachment Permit. **FISCAL IMPACT:** A fee has been collected to cover all District costs. 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: 207-290-71

ENCROACHMENT PERMIT ON THE CHAPPEL PIPELINE

THIS ENCROACHMENT PERMIT executed this SIXTH day of JUNE, 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 DIRK LAWRENCE DYKXHOORN AND DONNA M. DYKXHOORN, HUSBAND AND WIFE JOINT TENANTS, DIRK LAURENS DYKXHOORN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AND DANIEL R. DYKXHOORN, AN UNMARRIED MAN, ALL AS TENANTS IN COMMON, 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 June 6, 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 CHAPPEL PIPELINE right-of-way with encroachments as follows:

1. One (1) 5" 100 PSI PIP PVC private irrigation pipeline crossing over the Chappel Pipeline.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

1. <u>Nature of Right Conferred.</u> This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement,

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"	
Dirk Lawrence Dykxhoorn, Owner	5-30-2017 Date
Donna M. Dykhoorn Donna M. Dykxhoorn, Owner	5-30 - 2017 Date
Dirk Laurens Dykxhoorn, Owner	5/30/17 Date
Daniel R. Dykxhoorn, Owner	5-30-2017 Date

Mailing Address:

10774 Carrolton Road

Escalon, CA 95320

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

Signature

County of <u>Stanislaus</u>
On <u>May 30, 2017</u> before me <u>Carla Lillie, Notary Public</u> , personally appeared <u>Dirk Lawrence Dykxhoorn, Donna M. Dykxhoorn, Dirk Laurens Dykxhoorn</u> <u>and Daniel R. Dykxhoorn</u>
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
Commission # 2130164 Notary Public - California Stanislaus County My Comm. Expires Nov 11, 2019 (Seal)
Cignature
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 <u>Stanislaus</u>
Onbefore me,Notary Public,
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

(Seal)

EXHIBIT "A"

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

ENCROACHMENT PERMIT ON THE CHAPPEL PIPELINE

APN: 207-290-71

WHEREAS, DIRK LAWRENCE DYKXHOORN AND DONNA M. DYKXHOORN, HUSBAND AND WIFE JOINT TENANTS, DIRK LAURENS DYKXHOORN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AND DANIEL R. DYKXHOORN, AN UNMARRIED MAN, ALL AS TENANTS IN COMMON, are the titled owners of property located in the Southwest quarter of Section 24, Township 1 South, Range 9 East, Mount Diablo Base and Meridian, in the unincorporated area of San Joaquin County, California; and

WHEREAS, the owners have requested an Encroachment Permit for:

1. One (1) 5" 100 PSI PIP PVC private irrigation pipeline crossing over the Chappel Pipeline.

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

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

elefence fiereto tris Resolution.
Upon Motion of Director seconded by Director and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this SIXTH day of JUNE, 2017.
OAKDALE IRRIGATION DISTRICT
Steve Webb, President
Board of Directors
Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

Parcel 1 of the Parcel Map for Robert H. Frost and Mary Jane Frost, in the County of San Joaquin, State of California, as per map recorded in Book 24, Pages 44, 44A and 44B, all of Parcel Maps, in the Office of the County Recorder of said county.

APNs: 207-290-71

END OF DESCRIPTION

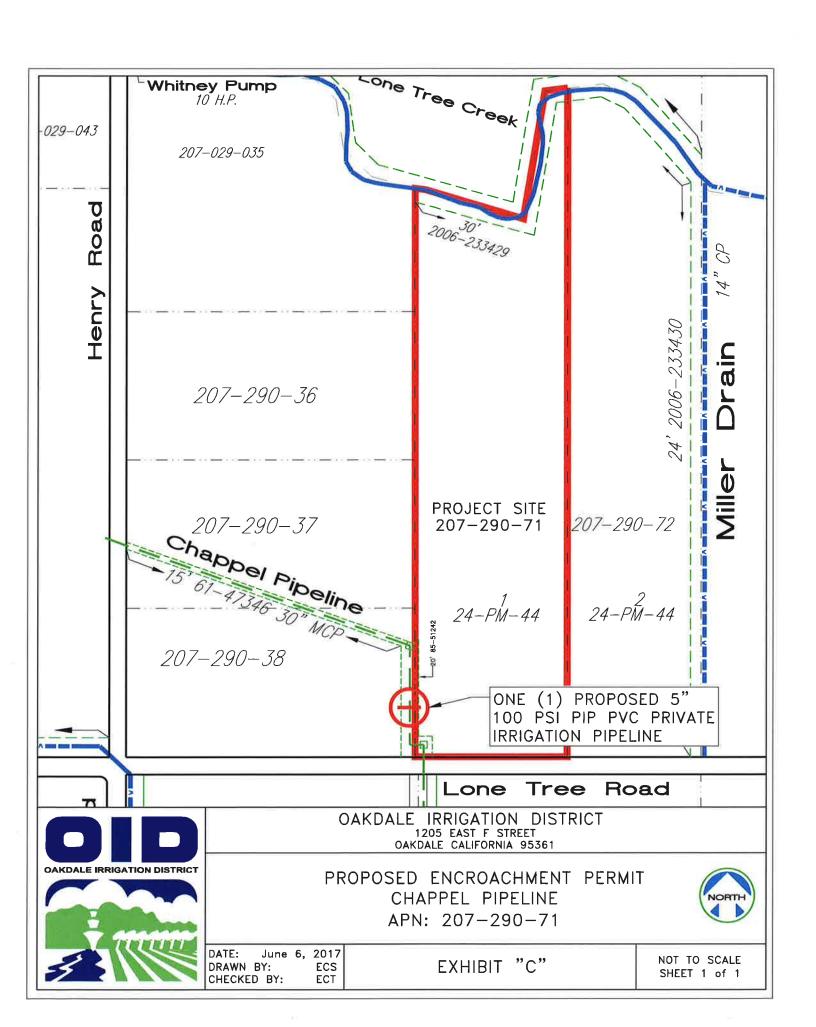
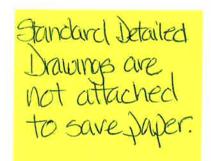




EXHIBIT D

OID STANDARD DETAILS 2-05, 2-07, 5-01

Four (4) pages total, including cover sheet



BOARD AGENDA REPORT

Date:

June 6, 2017

	Item Number: APN:	19 207-270-12		
SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE FAIRBANKS PIPELINE (APN: 207-270-12 - STEADMAN)				
RECOMMENDED ACTION: Approve				
BACKGROUND AND/OR HISTORY: The Oakdale Irrigation District (OID) Fairbanks Inew irrigation system is being installed on the property of the property of the end of the property of the end	operty and as such, the across the Fairbanks P ing fences on the prop	e landowner wishes to install a ripeline. Additionally, there are perty that cross the Fairbanks		
FISCAL IMPACT: A fee has been collected to c	over all District costs.			
ATTACHMENTS: ➤ Encroachment Permit				
Board Motion:				
Motion by: S	Second by:			
VOTE: Webb (Yes/No) Doornenbal (Yes/No) Osmun	ndson (Yes/No) Altier	i (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: 207-270-12

ENCROACHMENT PERMIT ON THE FAIRBANKS PIPELINE

THIS ENCROACHMENT PERMIT executed this SIXTH day of JUNE, 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 MARIA D. STEADMAN, 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 June 6, 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 FAIRBANKS PIPELINE right-of-way with encroachments as follows:

- 1. One (1) 21" 100 PSI PIP PVC private irrigation pipeline crossing over the Fairbanks Pipeline.
- 2. Three (3) existing private driveways.
- 3. Three (3) existing private fences.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

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"

Mailing Address:

Steve Webb, President Board of Directors	Date
Steve Knell, P.E. General Manager/Secretary	Date
"OWNER"	
Maria D. Loger, a k a Maria D. Steadman, Owner	5-18-17 Date

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

9331 Wamble Road

Oakdale, CA 95361

NOTARY

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.

CERTIFICATE OF ACKNOWLEDGMENT	•
State of California	
County of Stanislaus	
who proved to me on the basis of satisfactory subscribed to the within instrument and acknowledge.	evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same nat by his/her/their signature(s) on the instrument to
I certify under PENALTY OF PERJURY un	nder the laws of the State of California that the
foregoing paragraph is true and correct.	No programme common to as a successor to a
Witness my hand and official seal Signature	CARLA LILLIE Gommission # 2130164 Notary Public - California Stanislaus County My Comm. Expires Nov 11, 2019
A notary public or other officer completing this certific the document to which this certificate is attached, and document. CERTIFICATE OF ACKNOWLEDGMENT	
State of California	
County of Stanislaus	
On before me	, personally
subscribed to the within instrument and acknowledge	evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same nat by his/her/their signature(s) on the instrument to be person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY u foregoing paragraph is true and correct.	nder the laws of the State of California that the
Witness my hand and official seal	
Signature	(Seal)

EXHIBIT "A"

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

ENCROACHMENT PERMIT ON THE FAIRBANKS PIPELINE

APN: 207-270-12

WHEREAS, MARIA D. STEADMAN is the titled owner of property located in the Northwest quarter of Section 24, Township 1 South, Range 9 East, Mount Diablo Base and Meridian, in the unincorporated area of San Joaquin County, California; and

WHEREAS, the owner has requested an Encroachment Permit for:

- 1. One (1) 21" 100 PSI PIP PVC private irrigation pipeline crossing over the Fairbanks Pipeline.
- 2. Three (3) existing private driveways.
- 3. Three (3) existing private fences.

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

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

Joaquin County, and that said Encroareference hereto this Resolution.	achment Permit in its entirety is incorporated by
Upon Motion of Director and duly submitted to the Board for it adopted this SIXTH day of JUNE, 2017	ts consideration, the above-titled Resolution was
OAKDALE IRRIGATION DISTRICT	
Steve Webb, President Board of Directors	
Steve Knell, P.E. General Manager/Secretary	

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All that certain Lot, Piece, or Parcel of Land situate in the North ½ of Section 24, T.1S., R.9E., M.D.M. San Joaquin County, California, being more particularly described as follows:

Lot 70, of Moorland Farms Colony as designated and delineated upon Volume 6 of Maps and Plats at Page 49, also being delineated upon the Record of Survey Map filed in Book 30 of Surveys at Page 103 and more fully described as:

Beginning at the Northeast Corner of said Lot 70 as shown on said Record of Survey Map, being a point on the South Line of Edwards Road and running thence S01°24′27″E 634.52 feet to the Northeast Corner of Lot 71, of said Moorland Farms Colony; thence N89°56′55″W 653.55 feet along the North line of said Lot 71, to the Southeast Corner of Lot 73, as shown on said Record of Survey Map; thence N01°23′43″W 634.22 feet along the East Line of said Lot 73, as shown on said Record of Survey Map to the South Line of Edwards Road; thence S89°58′29″E 653.40 feet along the South line of said Edwards Road to the point of beginning and containing a Net Acreage of 9.51 acres of land more or less.

TOGETHER WITH: All Easements, Rights-of-Way and Irrigation Rights as now exist.

APN: 207-270-12

END OF DESCRIPTION

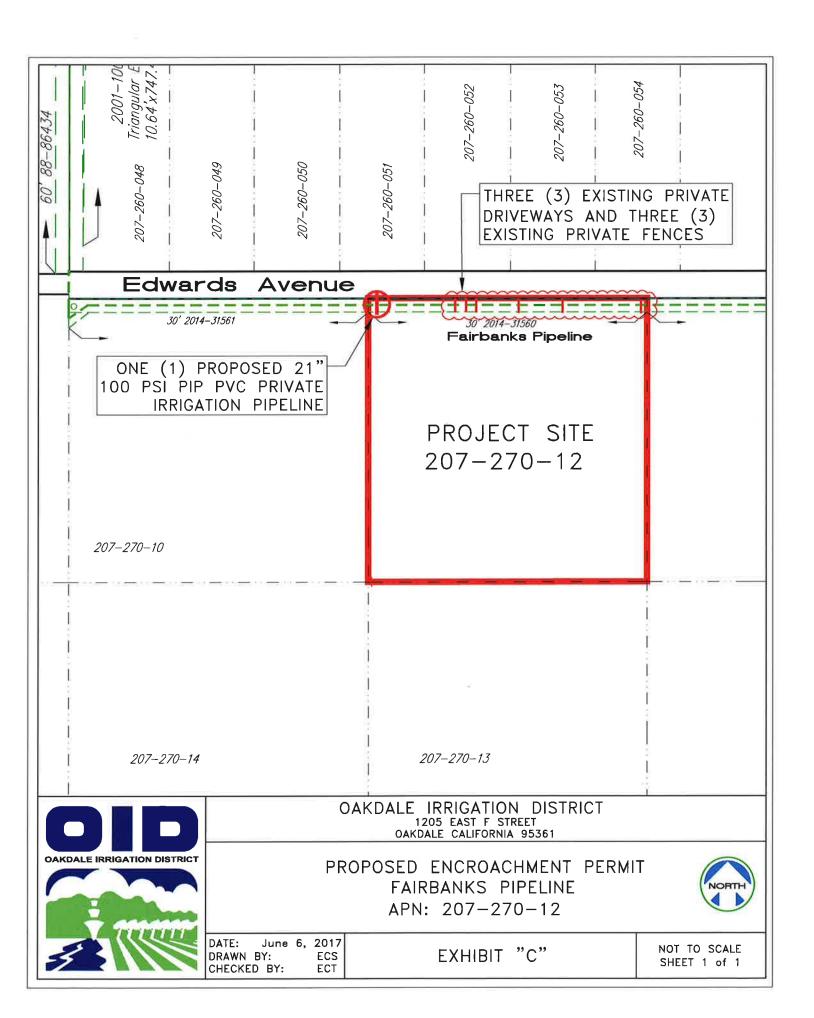
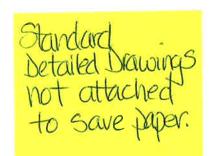




EXHIBIT D

OID STANDARD DETAILS 2-05, 2-07, 5-01

Four (4) pages total, including cover sheet



BC	ARD	AGEN	RFPC)RT
		AGLI		/ I 🔪 I

Date:

June 6, 2017

Item Number:

20

APNs:

002-066-008/009

SUBJECT: APPROVE NOTIFICATION AGREEMENT OF CROSSING OF THE NORTH MAIN

CANAL (APNS: 002-066-008/009 - PACIFIC GAS AND ELECTRIC)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District (OID) North Main Canal crosses the above-noted parcels. This Notification Agreement of Crossing is being requested by Pacific Gas and Electric (PG&E) to cross the North Main Canal with one (1) new overhead electric service line at a minimum height of thirty (30) feet above finished grade. OID Staff has reviewed this project and recommends approval of this Agreement.

FISCAL IMPACT: Staff time for document processing. As a courtesy extended to public utilities no deposit was collected.

ATTACHMENTS:

> Notification Agreement of Crossing

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:

THIS DOCUMENT IS EXEMPT FROM PAYMENT OF RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY & WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT 1205 East F Street Oakdale, CA 95361

APNS: 002-066-008/009

NOTIFICATION AGREEMENT OF CROSSING OF THE NORTH MAIN CANAL

THIS NOTIFICATION AGREEMENT ("Agreement") executed this SIXTH day of JUNE, 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 PACIFIC GAS AND ELECTRIC (PG&E), hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Notification Agreement on June 6, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT holds easements and for its irrigation and drainage facilities, and

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

WHEREAS, OWNER wishes to install facilities crossing over the North Main Canal right-ofway with an installation as follows:

1. One (1) overhead electric service line crossing over the North Main Canal in a perpendicular manner at a minimum clearance of thirty (30) feet above finished grade

WHEREAS, DISTRICT is willing to accept said installation provided the OWNER agrees to the following provisions:

1. <u>Nature of Right Conferred.</u> This Agreement is valid only for the purposes specified herein. DISTRICT intends hereby to assent only to the installation

described above upon an easement or easements held by DISTRICT. Nothing in this Agreement constitutes a grant or other disposition of any land or interest in land occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this Permit relates only to the rights of DISTRICT by virtue of an easement or easements upon Subject Property. It is understood that nothing in this Permit shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. DISTRICT recognizes the underlying rights of the owner of Subject Property to DISTRICT'S easement area and the rights to use said area for all purposes that do not unreasonably interfere with DISTRICT'S full enjoyment of said easement area. DISTRICT also recognizes the Land Owner has requested PG&E to install overhead electric facilities across the DISTRICT'S easement area.

- 2. <u>Assignments, Sublicenses and Termination.</u> The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns.
- 3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT right-of-way. OWNER agrees that the exercise of OWNER'S rights on the Subject Property shall not interfere with DISTRICT's rights as an easement holder or the operational use of its irrigation and drainage facilities.
- 4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of its rights under this Agreement including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof, except for such loss or damage caused by the gross negligence or willful misconduct of DISTRICT. OWNER shall promptly repair, at its own cost and under DISTRICT supervision, any damage caused to DISTRICT'S facilities due to work under this Agreement performed by or on behalf of OWNER
- 5. <u>Plans and Specifications: Construction.</u> All work shall be done in accordance with plans and specifications and upon locations agreed in advance by DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches of DISTRICT or to make more expensive or to interfere in any manner

whatsoever with access to, or the construction, 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 agreed locations and/or plans of herein described installations.

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 its 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 installations at its sole cost and expense. 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 installations and OWNER shall perform the required work at no cost to DISTRICT.

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" PACIFIC GAS AND ELECTRIC 5/26/17 **Notarized Signature** Kent Poythress Supervisor, LSIES North Valley Print Name and Title Mailing Address: Land and Environmental Management 4040 West Lane Stockton, California 95204 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 _____ 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

(Seal)

foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

[] Attorney(s)-in-Fact of the above named Principal(s)

M Other Supervisor - LS + ES North Valley - PG + E

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 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 the she/they executed the same in his/her/their authorized capacity(ies), and that by har/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. JACOB CHRISTIAN ANDRESEN Commission # 2113438 Notary Public - California San Joaquin County WITNESS my hand and official seal. My Comm. Expires May 29, 2019 (Seal) CAPACITY CLAIMED BY SIGNER [] Individual(s) signing for oneself/themselves [] Corporate Officer(s) of the above named corporation(s) [] Trustee(s) of the above named Trust(s) [] Partner(s) of the above named Partnership(s)

CERTIFICATE OF ACKNOWLEDGMENT

Signature

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 _____ 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 (Seal) Signature CERTIFICATE OF ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of _____ On _____ before me _____ 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

(Seal)

EXHIBIT "A"

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

NOTIFICATION AGREEMENT OF **CROSSING THE NORTH MAIN CANAL**

APNs: 002-066-008/009

Steve Knell, P.E.

General Manager/Secretary

WHEREAS, Oakdale Irrigation District holds an easement for the North Main Canal, located in Section 29, Township 1 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

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

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

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

Upon Motion of Director duly submitted to the Board for its this SIXTH day of JUNE 2017.	seconded by Director consideration, the above-titled Resolution	, and on was adopted
OAKDALE IRRIGATION DISTRICT	-	
Steve Webb, President Board of Directors		
	4	

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All of the real property lying in Sections 28, 29 and 33, Township 1 South, Range 11 East, Mount Diablo Meridian, County of Stanislaus, State of California, described as follows:

All of lots 13 and 14 as shown on the Parcel Map filed in Book 51 of Parcel Maps at Page 18, Stanislaus County Records.

APNs: 002-066-008/009

END OF DESCRIPTION

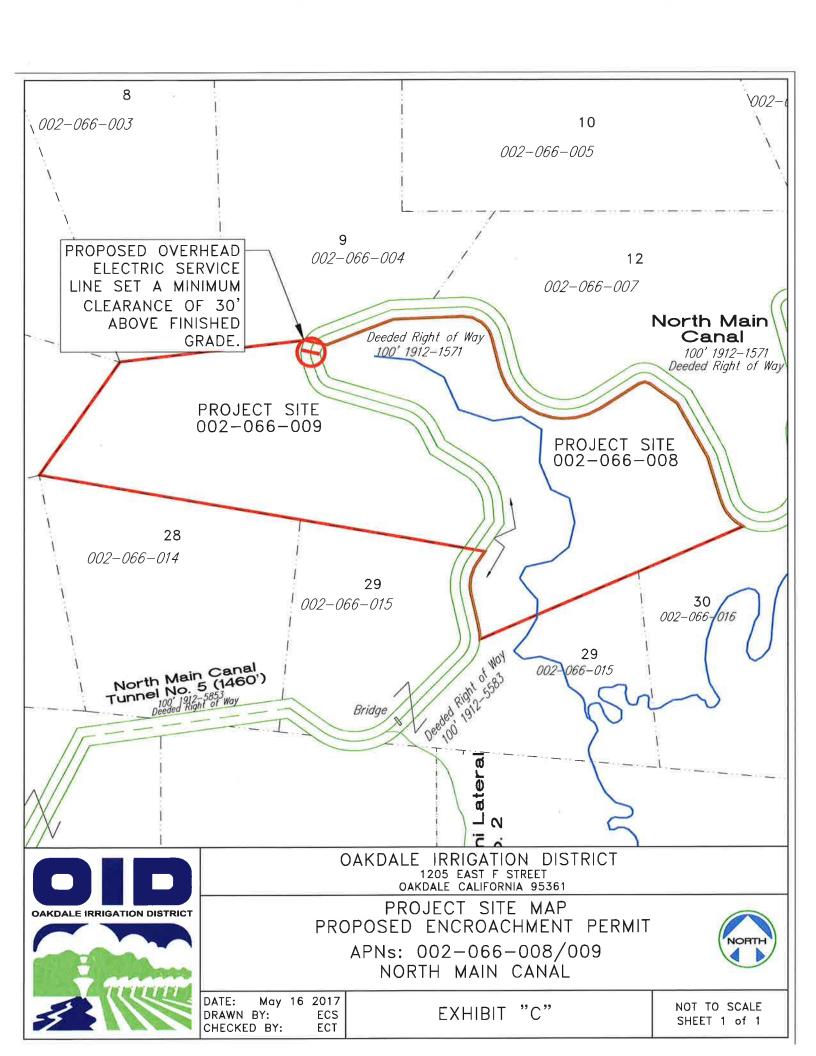




EXHIBIT D

ELECTRIC SERVICE LINE DETAILS

Three (3) pages total, including cover sheet





AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF JUNE 6, 2017

BOARD AGENDA REPORT

Date:

APN:

June 6, 2017

Item Number:

21 N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE RESOLUTION APPROVING THE REAPPORTIONMENT / REDISTRICTING POLICY

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

During the Civil Grand Jury review of the lack of compliance by OID on Redistricting, it was suggested by the General Manager that a policy be established by the District regarding the California Elections Code §§ 21500-21506 and §§ 22000-22001 and the parameters of compliance. The Grand Jury followed the suggestion made by the General Manager and requested in its Civil Grand Jury Report that a policy be adopted by the Board.

District Staff has prepared a draft Reapportionment / Redistricting Policy to comply with the Civil Grand Jury's Report and the California Elections Code §§ 21500-21506 and §§ 22000-22001.

Attached is a draft of the Reapportionment / Redistricting Policy for review and adoption by the Board of Directors.

FISCAL IMPACT: None

ATTACHMENTS:

- > Reapportionment / Redistricting Policy
- 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:

OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

Subject: Reapportionment / Redistricting Policy

Policy and Procedure No.:

Responsible Department: Administration

PURPOSE

This Policy is established to comply with California Elections Code §§ 21500–21506 and §§ 22000-22001. Federal and State law require that following each 10-year federal census voting districts must be as far as practicable equal in population.

SCOPE

Following each federal decennial census special districts are required by its authorizing act to adjust division boundaries by resolution. Using the census as a basis, the boundaries of any division must be adjusted so that the divisions are, as far as practicable, equal in population and in compliance with §10301 of Title 52 of the United States Code as amended. Section 10301 prohibits denying or abridging individuals' right to vote on the basis of race or protected language minority status, to the extent those provisions apply. In adjusting the boundaries of the divisions, the Board may give consideration to the following factors: topography, geography, cohesiveness, contiguity, integrity, and compactness of territory, and community of interests of the division.

POLICY AND PROCEDURE

A. After each 10-Year federal census, and using that census as a basis, the District shall adjust the boundaries of any division so that the divisions do not differ by more than 5% in population. The redistricting must be completed no later than 180 days prior to the general election or the off-year election date.

If the divisions differ by more than 5% redistricting is required. The two criteria which should be taken into consideration are:

Tier I: Equal population and compliance with the Federal Voting Rights Act, as mandated by the United States Constitution and Federal Law.

- Tier II: Topography, geography, cohesiveness, contiguity, integrity, compactness of territory and communities of interest of the districts. Tier II criteria are to be considered simultaneously when drawing lines.
- 1. Topography and Geography. Topography refers to the shape or configuration of the land, and can include the natural as well as artificial features of the territory. Geography is closely related in that it refers to the physical features of the land. These criteria are meant to give guidance to line drawers to pay attention to the territory's features when adjusting boundary lines.
- 2. Contiguity. Each district must be contiguous, which means that the portions of a district must be connected in some way.
- 3. Cohesiveness and Integrity. Cohesiveness speaks to the sum of all parts working together. Along the same lines, integrity also refers to a group of people or a geographic area with commonalities remaining whole and undivided. In sum, these two criteria refer to a district "making sense" in that line drawers may take commonalities into consideration. These principles are very similar to how we think of communities of interest, discussed below.
- 4. Compactness. The term refers to the shape of the district. Districts should be drawn to be reasonably compact, which does not mean that each district should look like a circle or a square. However, when faced with various options that fulfill other redistricting criteria, such as equal population or compliance with the Voting Rights Act, the more compact option is the more preferable one.
- 5. Communities of Interest. A community of Interest (COI) is a group of people in the same area that shares a common bond or interest. The definition is broad, leaving communities a lot of discretion in determining which issues are important to them and bring them together. Common definitions include people working together to improve a school, communities being built around a neighborhood resource center, residents organizing around a redevelopment district or historic preservation area, or residents becoming involved with a cultural center that serves that particular community's needs. Because information about communities of interest is not easily available in a meaningful form from the census or other quantitative data sources, public involvement is key to learning where COIs exist.
- B. No change in division boundaries may be made within 180 days preceding the General Election or the off-year election date of any director

- C. (1) A change in division boundaries shall not affect the term of office of any Director.
- (2) If division boundaries are adjusted, the Director of the division whose boundaries have been adjusted shall continue to be the Director of the division bearing the number of his or her division as formerly comprised until the office becomes vacant by means of term expiration or otherwise, whether or not the Director is a resident within the boundaries of the division as adjusted.
- D. The successor to the office in a division whose boundaries have been adjusted shall be a resident and voter of that division, as well as meet other requirements as applicable for elected officials.
- E. Before adjusting the boundaries of a division, the Board of Directors shall hold at least one public hearing on the proposal to adjust the boundaries of the division prior to the public hearing at which the governing body votes to approve or defeat the proposal.
- F. Following the public hearing the Board shall take action to adopt a resolution adopting the reapportionment plan. The resolution shall be adopted by a vote of not less than a majority of the Directors. Once the resolution has been adopted, the resolution along with a certified map of the reapportioned District shall be forwarded to the Registrar of Voters' Offices in Stanislaus and San Joaquin Counties. The following wording shall be imprinted directly on the map and signed by the General Manager:

(Date); I certify that this map correctly represents the boundaries of the Oakdale Irrigation District and approve division boundaries.

Name, General Manager Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361

OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 2017-NIL

RESOLUTION ADOPTING REAPPORTIONMENT – REDISTRICTING POLICY

WHEREAS, the Board of Directors of the Oakdale Irrigation District ("District") desire to adopt a Reapportionment - Redistricting Policy to comply with the California Elections Code §§ 21500-21506 and §§22000-22001.

NOW, THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the Reapportionment – Redistricting Policy. This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

Upon Motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 6th day of June, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President	
Board of Directors	
01 1/ 11 0 5	
Steve Knell, P.E.	
General Manager/Secretary	

BOARD AGENDA REPORT

Date:

APN:

June 6, 2017

Item Number:

22 N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CERTIFY THE VOTE OF THE

IMPROVEMENT DISTRICT NO. 2 MEMBERSHIP TO APPROVE THE FUNDS TO

REPAIR THE IMPROVEMENT DISTRICT NO. 2 PIPELINE

RECOMMENDED ACTION: Certify Vote of Improvement District No. 2 Membership

BACKGROUND AND/OR HISTORY:

On May 1, 2017, a letter was sent to the Improvement District No. 2 Membership advising the Membership that a number of leaks had been found on the existing Improvement District No.2 (ID 2) pipeline through APNS: 006-086-021 and 006-086-022 and that ID 2 does not have sufficient funds available to conduct the necessary repairs. The letter further stated that if the repairs are not made in a timely manner, the ID 2 water users are at risk of being held liable for any associated property damage and/or potentially having water deliveries discontinued until the pipeline is repaired or replaced. The Membership was provided an Opinion of Probable Cost for the ID 2 pipeline repair (copy attached).

With the original construction of the existing concrete pipeline occurring in the late 1940's and the pipeline potentially nearing the end of its useful life, maintenance is likely to become a more frequent occurrence and larger part of the ID 2 annual budget. In an effort to be prepared to replace the pipeline when it is deemed appropriate to do so by vote of the ID 2 Membership, OID staff also recommended proceeding with the preparation of design drawings (plans) for the future replacement of the pipeline in accordance with OID's Standards and Specifications. The Membership was also provided an Opinion of Probable Cost for the preparation of ID 2 future pipeline replacement plans (copy attached).

The Membership was provided two separate ballots to be voted on as two (2) independent agenda items, as follows:

- 1) Approve or reject the issuance of a \$6,300 (or \$162.79 per acre) special assessment to pay for repairs to the existing pipeline. Please refer to the enclosed Membership Ballot entitled ID 2 Pipeline Repair.
- 2) Approve or reject the issuance of a \$1,600 (or \$41.34 per acre) special assessment to fund the preparation of plans and a cost estimate for the future replacement of the ID 2 Pipeline. Please refer to the enclosed Membership Ballot entitled ID 2 Future PL Replacement Plan.

This agenda item addresses item 1 above. The vote was as follows:

- 12 Yes No - 1

No response - 10

If less than one-third of the landowners oppose, the approval of funds to repair the Improvement District No. 2 Pipeline will be approved. Silence on the part of a landowner is considered a vote for approval. There are thirteen (13) landowners within ID 2.

The vote of the approval of funds to repair the Improvement District No. 2 Pipeline is being sulfor Board certification.	bmitted
FISCAL IMPACT: None	
ATTACHMENTS: ➤ Letter dated May 1, 2017 with Opinions of Cost and Ballots ➤ Site Map	
Board Motion:	
Motion by: Second by:	_
VOTE Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes	s/No)
Action(s) to be taken:	



Improvement District No. 2 Membership Notice May 1, 2017

A number of leaks have been found on the existing Improvement District No.2 (ID 2) pipeline through APNs: 006-086-021 and 006-086-022. Please refer to the enclosed project site map for clarification. ID 2 currently does not have sufficient funds readily available to conduct the repairs. Please be advised that if the repairs are not made in a timely manner, the ID 2 water users are at risk of being held liable for any associated property damage and/or potentially having water deliveries discontinued until the pipeline is repaired or replaced. An Opinion of Probable Cost for the ID 2 pipeline repair is enclosed.

With the original construction of the existing concrete pipeline occurring in the late 1940's and the pipeline potentially nearing the end of its useful life, maintenance is likely to become a more frequent occurrence and larger part of the ID 2 annual budget. In an effort to be prepared to replace the pipeline when it is deemed appropriate to do so by vote of the ID 2 membership, OID staff's recommendation is to also proceed with completion of design drawings (plans) for the future replacement of the pipeline in accordance with OID's Standards and Specifications. An Opinion of Probable Cost for the preparation of ID 2 future pipeline replacement plans is enclosed.

The purpose of this notice is to inform you that the OID Board of Directors will hold a public hearing on Tuesday, June 6, 2017 at 9:00 am at the OID office located at 1205 East F Street in Oakdale. In accordance with OID's Improvement District Policy and the State of California Water Code, the ID 2 membership will need to vote on the following two (2) independent action items:

- 1) Approve or reject the issuance of a \$6,300 (or \$162.79 per acre) special assessment to pay for repairs to the existing pipeline. Please refer to the enclosed Membership Ballot entitled ID 2 Pipeline Repair.
- 2) Approve or reject the issuance of a \$1,600 (or \$41.34 per acre) special assessment to fund the preparation of plans and a cost estimate for the future replacement of the ID 2 Pipeline. Please refer to the enclosed Membership Ballot entitled ID 2 Future PL Replacement Plan.

At the end of the public hearing, a tally of the votes to either approve or reject the two (2) proposed independent action items will be certified by the Board of Directors. Votes shall be comprised of the following:

- > Votes of landowners present:
- > Signed ballot by a landowner that was received by OID prior to the vote;
- Signed ballot by a landowner that is received by the Board at the public hearing.

If the number of landowners dissenting either or both of the independent action items is more than one-third (1/3) of the landowners in ID 2, then the associated special assessment(s) will not be approved. If less than one-third (1/3) of the landowners oppose either or both of the independent action items, then the associated special

assessment(s) will be issued and, upon collection of the funds, the pipeline repairs will be completed and/or plans for the future replacement of the ID 2 pipeline will be prepared. Please be advised that non-voting on the part of a landowner is considered a vote of approval.

Should you have any questions or comments, please contact OID's Water Operations Manager, Eric Thorburn, at (209) 840-5525.

Sincerely,

OAKDALE IRRIGATION DISTRICT

Enclosure: Project Site Map

Opinion of Probable Cost – ID 2 Pipeline Repair

Membership Ballot – ID 2 Pipeline Repair

Opinion of Probable Cost – ID 2 Future PL Replacement Plan Preparation

Membership Ballot – ID 2 Future PL Replacement Plan Preparation

cc: OID Board of Directors

Steve Knell, OID General Manager

Eric Thorburn, OID Water Operations Manager

Kathy Cook, OID Chief Financial Officer

Jason Jones, OID Support Services Manager

\$6,300



IMPROVEMENT DISTRICT NO. 2 PIPELINE PIPELINE REPAIR

APN: 006-086-021/022 OPINION OF PROBABLE COST

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
A. LABOR AND E	QUIPMENT				
	ND OVERHEAD	2	DAY	\$2,000	\$4,000
2. EQUIPME	NT	2	DAY	\$750	\$1,500
		LABOR	R AND EQL	IPMENT COST:	\$5,500
	CONT	INGENCY (15% OF LABOR	AND FOLI	IPMENT COST)	\$825

NOTES:

1. THIS OPINION OF PROBABLE COST IS BASED ON A PRELIMINARY SITE INVESTIGATION AND MATERIALS LIST GENERATED BY THE ENGINEERING DEPARTMENT ON 4/17/17.

ESTIMATED PROJECT TOTAL:

- 2. THE UNIT COSTS SHOWN HEREIN ARE BASED ON BIDS FROM ACTUAL SUPPLIERS IN CONJUNCTION WITH THE 2016 RSMEANS COST DATA BOOK. COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- 3. THE MATERIAL PRICES ARE INCLUSIVE OF OAKDALE SALES TAX AT 8.375%



IMPROVEMENT DISTRICT NO. 2 PIPELINE FUTURE PIPELINE REPLACEMENT PLAN PREPARATION

APN: 006-086-021/022 OPINION OF PROBABLE COST

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
A. SIT	TE INVESTIGATION AND DESIGN				
1.	SITE INVESTIGATION AND SURVEY	4.5	HR	\$79	\$356
2.	PLAN PREPARATION AND COST ESTIMATE	13.5	HR	\$79	\$1,068
		SITE INVESTIGA	TION AND	DESIGN COST:	\$1,424
	CONTINGENCY (15%	OF SITE INVESTIGAT	ION AND I	DESIGN COST):	\$214

ESTIMATED PROJECT TOTAL: \$1,600

NOTES:

- 1. THIS OPINION OF PROBABLE COST IS BASED ON A PRELIMINARY SITE INVESTIGATION AND MATERIALS LIST GENERATED BY THE ENGINEERING DEPARTMENT ON 4/17/17.
- 2. THE UNIT COSTS SHOWN HEREIN ARE BASED ON BIDS FROM ACTUAL SUPPLIERS IN CONJUNCTION WITH THE 2016 RSMEANS COST DATA BOOK. COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- 3. THE MATERIAL PRICES ARE INCLUSIVE OF OAKDALE SALES TAX AT 8.375%

IMPROVEMENT DISTRICT NO. 2

BALLOT

June 6, 2017

APPROVAL OF FUNDS TO REPAIR THE IMPROVEMENT DISTRICT NO. 2 PIPELINE

 YES I approve the special assessment billing of \$6,300 (or \$162.79 per acre) for repairs to the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022.
 NO I DO NOT approve the special assessment billing of \$6,300 (or \$162.79 per acre) for repairs to the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022.
Name:
Address:
Phone:
Signature:

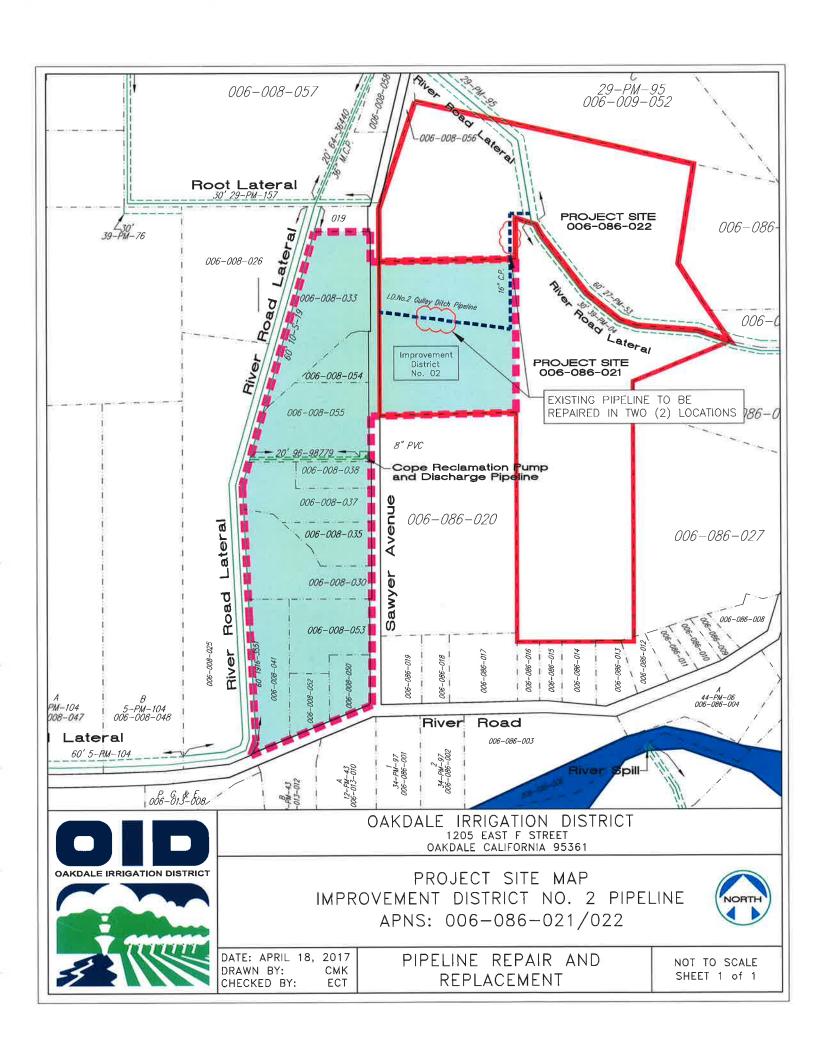
IMPROVEMENT DISTRICT NO. 2

BALLOT

June 6, 2017

APPROVAL OF FUNDS TO PREPARE PLANS FOR FUTURE REPLACEMENT OF THE IMPROVEMENT DISTRICT NO. 2 PIPELINE

YES
 I approve the special assessment billing of \$1,600 (or \$41.34 per acre) for preparation of plans for future replacement of the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022. Upon completion of the plans, the pipeline replacement project would not occur unless and until directed by vote of the Improvement District No. 2 membership.
 NO I DO NOT approve the special assessment billing of \$1,600 (or \$41.34 per acre) for preparation of plans for future replacement o the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022.
Name:
Address:
Phone:
Signature:



BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

23

APN:

N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CERTIFY THE VOTE OF THE IMPROVEMENT DISTRICT NO. 2 MEMBERSHIP TO APPROVE THE FUNDS TO PREPARE PLAN FOR FUTURE REPLACEMENT OF THE IMPROVEMENT **DISTRICT NO.2 PIPELINE**

RECOMMENDED ACTION: Certify Vote of Improvement District No. 2 Membership

BACKGROUND AND/OR HISTORY:

On May 1, 2017, a letter was sent to the Improvement District No. 2 Membership advising the Membership that a number of leaks had been found on the existing Improvement District No.2 (ID 2) pipeline through APNS: 006-086-021 and 006-086-022 and that ID 2 does not have sufficient funds available to conduct the necessary repairs. The letter further stated that if the repairs are not made in a timely manner, the ID 2 water users are at risk of being held liable for any associated property damage and/or potentially having water deliveries discontinued until the pipeline is repaired or replaced. The Membership was provided an Opinion of Probable Cost for the ID 2 pipeline repair (copy attached).

With the original construction of the existing concrete pipeline occurring in the late 1940's and the pipeline potentially nearing the end of its useful life, maintenance is likely to become a more frequent occurrence and larger part of the ID 2 annual budget. In an effort to be prepared to replace the pipeline when it is deemed appropriate to do so by vote of the ID 2 Membership, OID staff also recommended proceeding with the preparation of design drawings (plans) for the future replacement of the pipeline in accordance with OID's Standards and Specifications. The Membership was also provided an Opinion of Probable Cost for the preparation of ID 2 future pipeline replacement plans (copy attached).

The Membership was provided two separate ballots to be voted on as two (2) independent agenda items, as follows:

- 1) Approve or reject the issuance of a \$6,300 (or \$162.79 per acre) special assessment to pay for repairs to the existing pipeline. Please refer to the enclosed Membership Ballot entitled ID 2 Pipeline Repair.
- 2) Approve or reject the issuance of a \$1,600 (or \$41.34 per acre) special assessment to fund the preparation of plans and a cost estimate for the future replacement of the ID 2 Pipeline. Please refer to the enclosed Membership Ballot entitled ID 2 Future PL Replacement Plan.

This agenda item addresses item 2 above. The vote was as follows:

Yes - 12

No - 1

No response - 10

If less than one-third of the landowners oppose, the approval of funds to prepare plans for future replacement of the Improvement District No. 2 Pipeline. Silence on the part of a landowner is considered a vote for approval. There are thirteen (13) landowners within ID 2.

The vote of the approval of funds to prepare plans for future replacement of the Improvement District No. 2 Pipeline is being submitted for Board certification.

FISCAL IMPACT: None

ATTACHMENTS:

- > Letter dated May 1, 2017 with Opinions of Cost and Ballots
- > Site Map

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:	



Improvement District No. 2 Membership Notice May 1, 2017

A number of leaks have been found on the existing Improvement District No.2 (ID 2) pipeline through APNs: 006-086-021 and 006-086-022. Please refer to the enclosed project site map for clarification. ID 2 currently does not have sufficient funds readily available to conduct the repairs. Please be advised that if the repairs are not made in a timely manner, the ID 2 water users are at risk of being held liable for any associated property damage and/or potentially having water deliveries discontinued until the pipeline is repaired or replaced. An Opinion of Probable Cost for the ID 2 pipeline repair is enclosed.

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At the end of the public hearing, a tally of the votes to either approve or reject the two (2) proposed independent action items will be certified by the Board of Directors. Votes shall be comprised of the following:

- Votes of landowners present;
- Signed ballot by a landowner that was received by OID prior to the vote;
- > Signed ballot by a landowner that is received by the Board at the public hearing.

If the number of landowners dissenting either or both of the independent action items is more than one-third (1/3) of the landowners in ID 2, then the associated special assessment(s) will not be approved. If less than one-third (1/3) of the landowners oppose either or both of the independent action items, then the associated special

assessment(s) will be issued and, upon collection of the funds, the pipeline repairs will be completed and/or plans for the future replacement of the ID 2 pipeline will be prepared. Please be advised that non-voting on the part of a landowner is considered a vote of approval.

Should you have any questions or comments, please contact OID's Water Operations Manager, Eric Thorburn, at (209) 840-5525.

Sincerely,

OAKDALE IRRIGATION DISTRICT

Enclosure:

Project Site Map

Opinion of Probable Cost - ID 2 Pipeline Repair

Membership Ballot - ID 2 Pipeline Repair

Opinion of Probable Cost – ID 2 Future PL Replacement Plan Preparation

Membership Ballot – ID 2 Future PL Replacement Plan Preparation

cc: OID Board of Directors

Steve Knell, OID General Manager

Eric Thorburn, OID Water Operations Manager

Kathy Cook, OID Chief Financial Officer

Jason Jones, OID Support Services Manager



IMPROVEMENT DISTRICT NO. 2 PIPELINE PIPELINE REPAIR

APN: 006-086-021/022 OPINION OF PROBABLE COST

ITEM	DESCRIPTION	(VTITAAU	UNIT	UNIT COST	AMOUNT
A. LABO	OR AND EQUIPMENT					
1. L	ABOR AND OVERHEAD		2	DAY	\$2,000	\$4,000
2. E	EQUIPMENT		2	DAY	\$750	\$1,500
			LABOR	AND EQU	IPMENT COST:	\$5,500
		CONTINGENCY (15%	6 OF LABOR	AND EQUI	PMENT COST):	\$825

ESTIMATED PROJECT TOTAL:

\$6,300

NOTES:

- 1. THIS OPINION OF PROBABLE COST IS BASED ON A PRELIMINARY SITE INVESTIGATION AND MATERIALS LIST GENERATED BY THE ENGINEERING DEPARTMENT ON 4/17/17.
- 2. THE UNIT COSTS SHOWN HEREIN ARE BASED ON BIDS FROM ACTUAL SUPPLIERS IN CONJUNCTION WITH THE 2016 RSMEANS COST DATA BOOK. COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- 3. THE MATERIAL PRICES ARE INCLUSIVE OF OAKDALE SALES TAX AT 8.375%



IMPROVEMENT DISTRICT NO. 2 PIPELINE FUTURE PIPELINE REPLACEMENT PLAN PREPARATION APN: 006-086-021/022

OPINION OF PROBABLE COST

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
A. SIT	E INVESTIGATION AND DESIGN				
1.	SITE INVESTIGATION AND SURVEY	4.5	HR	\$79	\$356
2.	PLAN PREPARATION AND COST ESTIMATE	13,5	HR	\$79	\$1,068
		SITE INVESTIGA	TION AND	DESIGN COST:	\$1,424
	CONTINGENCY (15%	OF SITE INVESTIGAT	ION AND I	DESIGN COST):	\$214

ESTIMATED PROJECT TOTAL: \$1,600

NOTES:

- 1. THIS OPINION OF PROBABLE COST IS BASED ON A PRELIMINARY SITE INVESTIGATION AND MATERIALS LIST GENERATED BY THE ENGINEERING DEPARTMENT ON 4/17/17.
- 2. THE UNIT COSTS SHOWN HEREIN ARE BASED ON BIDS FROM ACTUAL SUPPLIERS IN CONJUNCTION WITH THE 2016 RSMEANS COST DATA BOOK. COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
- 3. THE MATERIAL PRICES ARE INCLUSIVE OF OAKDALE SALES TAX AT 8.375%

IMPROVEMENT DISTRICT NO. 2

BALLOT

June 6, 2017

APPROVAL OF FUNDS TO REPAIR THE IMPROVEMENT DISTRICT NO. 2 PIPELINE

 YES I approve the special assessment billing of \$6,300 (or \$162.79 per acre) for repairs to the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022.
 NO I DO NOT approve the special assessment billing of \$6,300 (or \$162.79 per acre) for repairs to the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022.
Name:
Address:
Phone:
Signature:

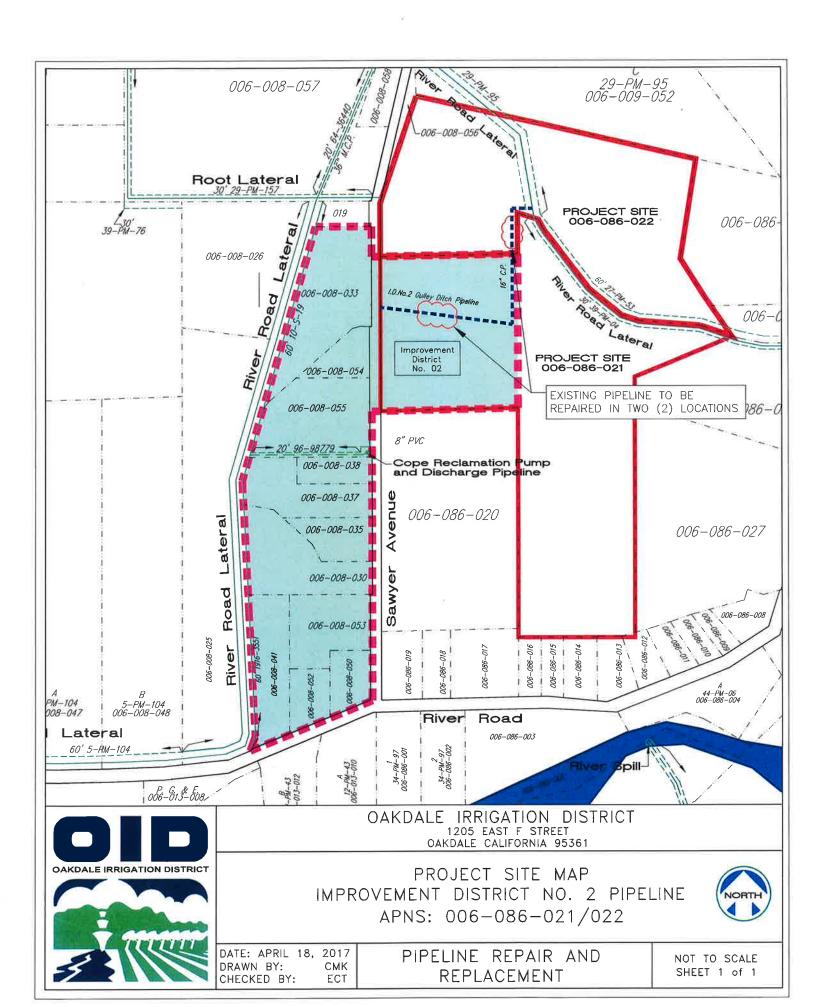
IMPROVEMENT DISTRICT NO. 2

BALLOT

June 6, 2017

APPROVAL OF FUNDS TO PREPARE PLANS FOR FUTURE REPLACEMENT OF THE IMPROVEMENT DISTRICT NO. 2 PIPELINE

v	'ES
•	I approve the special assessment billing of \$1,600 (or \$41.34 per acre) for preparation of plans for future replacement of the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022. Upon completion of the plans, the pipeline replacement project would not occur unless and until directed by vote of the Improvement District No. 2 membership.
	IO I DO NOT approve the special assessment billing of \$1,600 (or \$41.34 per acre) for preparation of plans for future replacement of the Improvement District No. 2 pipeline through APNs: 006-086-021 & 006-086-022.
Name: _	
Address:	
Phone: _	
Signature	e:



BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

24

APN:

N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO PROVIDE WATER TO ADDITIONAL **OUT-OF-DISTRICT APPLICANTS WITHOUT A CEQA DOCUMENT AND PROVIDE A** VARIANCE TO THE OUT-OF-DISTRICT WATER MEASUREMENT REQUIREMENTS **DURING THE 2017 IRRIGATION SEASON**

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

Three groups of applicants were provided approval from the Board of Directors (Board) at the March 3, 2017 meeting for 2017 out-of-district water service. Inclusive in that group was a list of applicants that included +/-8,020 acres of out-of-district lands that were included in the Initial Study/Negative Declaration CEQA document prepared in 2016.

At the time, a decision was still pending in the action entitled No further out-of-district service applications were to be processed or considered until a ruling was made given the potential implications to out-of-district water service.

Subsequent to the ruling against OID and in favor of the Oakdale Groundwater Alliance, made up of Louis F. Brichetto, Robert N. Frobose, OID's Water Counsel has provided his legal opinion on the status of providing out-of-district water. Counsel cautioned that the Board that providing water to lands beyond those included on the list of 2016 CEQA applicants would expose OID to potential litigation. In addition, in his opinion, the 2016 CEQA document may not provide coverage beyond 2016. See attached 5-31-17 OID Out-of-District Water Service Memo.

With surplus water available staff is requesting direction from the OID Board on how to proceed with additional out-of-district water applicants for 2017 in light of the potential litigation that may occur.

Should the Board wish to proceed, many of the applicant lands for 2017 would not have the ability to have a measurable delivery point constructed or to retrofit existing points of delivery with measurement devices that meet OID policy requirements. A variance to the out-of-district measurement requirements would need to be provided for the remainder of the 2017 irrigation season to these parcels.

As pointed out by Counsel, should the Board wish to expand its out-of-district water service it will need to prepare a Programmatic Environmental Impact Report in order to be compliant with CEQA.

FISCAL IMPACT: Unknown at this time
ATTACHMENTS: ➤ 5-31-17 OID Out-of-District Water Service Memo
Board Motion:
Motion by: Second by:
/OTE: Nebb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)
Action(s) to be taken:

Steve Knell

From: Tim O'Laughlin <towater@olaughlinparis.com>

Sent: Thursday, April 13, 2017 10:59 AM

To: Steve Knell

Subject: Out of District Water Sales 2017

Our office was asked to look at Out of District Water Sales for 2017 in the aftermath of Judge Beauchesne's ruling in OGA v. OID. The following is our review, analysis and recommendations.

Facts 1 4 1

In 2016, the OID made Out of District water available. The decision to make Out of District water available in 2016 was based on the District's Initial Study/Negative Declaration and Staff's analysis of water availability and demand in the District. The District determined that "surplus water" as defined by Water Code, § 383, subdivisions [a]-[c] was available in 2016. The determination of surplus water is not a CEQA based decision. It is a decision based on the discretion of the Board after determining the water available to meet the water demands of the District for 2016. The District's discretionary act, requiring CEQA, was whether to sell the surplus water to landowners outside OID. This discretionary act by the Board of Director's required CEQA. (Pub. Resources Code, § 21080[a].) The Board of Director's adopted the Negative Declaration and approved the project for 2016.

Landowners outside the District then applied to the District for surplus water. The application form specifically states:

Note 2: The receipt of Out of District water is on an annual basis only and is not a guarantee of water in subsequent years.

The Agreement for 2016 states in Section 4:

The District is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside the District's boundaries.

The Negative Declaration and Notice of Determination both describe the project for 2015. (This seems to be a typo as the Initial Study/Negative Declaration was commenced in 2015, but was for water use in 2016).

The Board of Director's on March 3, 2017 determined surplus water was available in 2017. The Board of Director's subsequently approved the sale of surplus water to lands outside the District. The Board of Director's also changed the volumetric rate for this water. It should be noted that any lands outside the District, but within the sphere of influence would be eligible for surplus water. "Surplus Water," as approved by the Board, was limited to only those entities who had applied by March 3, 2017. The District did not perform CEQA for its March 3, 2017 action to supply surplus water to lands outside the District.

CEQA

A discretionary action by the Board of Director's to commence a project triggers CEQA. (Pub. Resources Code, § 21080[a].) In this case, the Board's determination to sell surplus water to lands outside the District is a discretionary act. (Cal. Code Regs., tit. 14, § 15357.) Discretionary actions by Board of Director's are based on "the exercise of judgment or deliberation when the public agency or body decides to approve or

disapprove a particular activity." (*Ibid.*) Clearly, whether to sell or not to sell surplus water fits within the description is a discretionary act.

CEQA needed to be done for the Board to take the discretionary act to sell or not to sell surplus water to landowners outside the District in 2017. Since CEQA was not undertaken by the Board of Director's for 2017, the District is subject to potential litigation.

The Board of Directors' can do three things at this point:

- 1. Do Nothing.
- 2. Rescind the Board's decision to provide surplus water for sale in 2017, and do an Initial Study/Negative Declaration, mitigated Negative Declaration.
- 3. Rescind the Board's decision to provide surplus water for sale in 2017, and do an EIR.

These three actions have vastly different timelines, budgets and litigation exposure. We will be specifically addressing these actions in the light of the recent OGA v. OID decision.

Do Nothing

The OID is not required to do CEQA. The District may decide to proceed forward with a project without doing CEQA. If the District proceeds forward with a project without doing CEQA then the District bears the risk of the project being stopped after it has commenced. (Code Civ. Proc., § 1094.5[g]). Parties are given up to 180 days to file suit against a project that has not done CEQA. (Pub. Resources Code § 21167[d]).

OID may continue to proceed forward with 2017 out of District water sales realizing OGA or others may sue because CEQA was not done. If sued, the District would likely have to stop water sales because if the court finds it is a discretionary act requiring CEQA, it will issue a Preliminary Injunction.

Negative Declaration / Mitigated Negative Declaration

The District could rescind the March 3, 2017 action to supply water to out of District lands and commence CEQA. It would take a minimum of 90 days to have a completed Initial Study/Negative Declaration back to the Board for consideration.

EIR

The decision in the OGA matter points out at page 6, lines 19-25 the correct standard for requiring an EIR, as opposed to a Negative Declaration. The standard is:

"Preparation of an EIR in lieu of a Negative Declaration is required if there is substantial evidence in the "whole record" of proceedings that supports a "fair argument" that a project "may" have a significant effect on the environment." (page 6, lines 21-23).

The court did not agree with OID's position there had to be "substantial evidence." Rather, the court found there only had to be a "fair argument." The court then went through the testimony and concluded that OGA's expert testimony there was a "relatively small" impact to groundwater recharge as a basis to support a "fair argument."

In addition, the court focused on the word "may." The decision implies that one does not need to show or prove a significant impact. All that is needed to be shown is a project "may" have a potential significant impact.

To the extent that the OGA ruling would or could be applied to out of district water sales, the court may opine that surplus water sales may only occur after the completion of an EIR. If such a requirement existed, the District could identify all lands outside the District, but within its SOI as the project area under a Programmatic EIR (PEIR). The District could identify in the PEIR a coverage period of 5-10 years for any lands receiving water within the project area. Landowner's who want to receive water then from OID could tier-off the PEIR and do a site specific CEQA document (ND, MND, etc.) for those specific lands in order to participate in the project and receive water. Participant landowners would fund the PEIR and any litigation costs that may arise. It will take a year to complete a PEIR.

One other point on the OGA ruling. The court found the project had been improperly segmented. A Negative Declaration was improper because it was "reasonably foreseeable" a five-year program would occur. See court's discussion of "anticipate" at, page 8, lines 3-14. OID has expressed a desire to sell surplus water to lands outside the District this year by the Board of Director's action on March 3, 2017 and in future years. Landowners have expressed a desire for a more long term permanent program. (see attached letter from Ms. Spaletta). Given the court's ruling in the OGA matter, the District is exposed to potential litigation even if it were to do a Negative Declaration for 2017, due to segmenting the project.

TIM O'LAUGHLIN O'LAUGHLIN & PARIS LLP

WWW.OLAUGHLINPARIS.COM

E-mail: towater@olaughlinparis.com Direct Line: (916) 993-3962 (Ext. 103)

Cell Phone: (530) 521-6027 Facsimile No.: (916) 264-2040

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SPALETTA LAW PC

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1: 209-224-5568 F: 209-224-5589 JENNIFER L. SPALETTA Attorney-at-Law jennifer@spalettalaw.com

March 16, 2017

VIA EMAIL AND U.S. MAIL: sknell@oakdaleirrigation.com

Board of Directors and Steve Knell, General Manager Oakdale Irrigation District 1205 East F St Oakdale, CA 95361

Re: Out of District Service to Lands in OID Sphere of Influence

Dear Directors and Mr. Knell:

This office represents individual landowners within the Oakdale Irrigation District Sphere of Influence. We are providing this letter to suggest possible changes to the Oakdale Irrigation District Out-of-District Water Policy.

As you know, the lands located within the Oakdale Irrigation District Sphere of Influence are lands that OID has indicated, at least to LAFCO, that it may annex and serve in the future. This means that these lands are not able to easily be served by another water district. Yet, these lands are not actually part of OID today, so they do not receive irrigation water like other OID landowners. Also, these lands are located adjacent to OID's existing service area, share the same local groundwater basin as OID landowners, and often can easily take OID water from existing facilities. For these reasons, it makes sense for the OID Out of District Water Sale Policy to treat sales of water to these lands differently.

Our suggestions do not ask OID to provide a guarantee of water service to sphere of influence lands, or any preferential pricing. Rather, they seek changes that should allow OID to provide surplus water to local lands in a more efficient, consistent manner to improve overall groundwater conditions for OID landowners as well as those in the adjacent sphere of influence.

These are our suggestions:

- 1. When OID has surplus water available to sell outside of OID, give priority to landowners in OID's sphere of influence to purchase this water.
 - a. This could be accomplished by providing notice to landowners in the sphere of influence, along with a specified time frame to reserve surplus water, before offering the water for sale to others, for example.
- 2. Once a landowner in the sphere of influence contracts for surplus water, allow the contracts to renew automatically.
 - a. The contracts would still be subject to available "surplus" water declarations and would not result in a guaranteed supply of water.
 - b. To the extent that landowners and OID incur expenses (facilities, CEQA) to get the contracts in place, this would allow both parties to spread these expenses over a longer time period and provide for some certainty and reduced overall transaction costs.
- 3. Establish a rate structure for sales to sphere of influence lands that recognizes the difference between surplus water available because of conservation efforts and surplus water available because of wet conditions.
 - a. Currently the OID board is discussing the rate to set for 2017, a year with most surplus water due to very wet conditions, not prior conservation efforts. While it makes sense to charge a higher price for water generated as a result of expensive conservation efforts, there should also be a lower rate set for water that is less expensive to obtain and deliver so that there is an increased incentive for landowners to use the surplus water.
 - b. It may also be possible to agree to a method to annually adjust the water rates using a set formula, so that the rates do not need to be revisited annually. For example, an index could be computed using the average increase in overall OID budget expenses for the past 3-5 years, and the water rate could be adjusted consistent with this index.

Thank you for the opportunity to provide comments. Please feel free to call me with any questions.

Very truly yours,

Jehnifer L. SPALETTA
Attorney at law

BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

25

APN:

002-020-007

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT (APN: 002-020-007 -

BRICHETTO)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation Agreement under the terms of the Trinitas Annexation as may be applicable

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Additional Annexation Project (Project) initiated by OID in 2012. That annexation offer was to extend to any and all parcels within OID's sphere of influence upon completion of the Trinitas negotiations. The annexation of those lands would be under the same terms and conditions as offered to Trinitas. See attached Board Minutes of April 2, 2013.

On August 5, 2014, the Board of Directors (Board) adopted Resolution 2014-64, approving the annexation application for the parcel noted above, and thereby initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Additional Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-17, approving the Additional Parcels Change of Organization to the OID, a copy of which is attached. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of the recordation made with the county recorder."

The above noted parcel has been annexed to the OID. The only remaining task left is for the Board to approve the Agreement Establishing Terms and Conditions of Annexation for this land. The Agreement before the Board today is compliant with the Board's direction noted in the April 2, 2013 minutes provided.

OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants. ATTACHMENTS: > Copy of Board minutes from April 2, 2013 > Copy of LAFCO Certificate of Completion > Annexation Agreement			
Board Motion:			
	acond by		
Motion by: S	econd by:		
VOTE: Webb (Yes/No) Doornenbal (Yes/No) Osmun	dson (Yes/No) Altieri (Yes/No) Santos (Yes/No)		
Action(s) to be taken:			
	i i i i i i i i i i i i i i i i i i i		

ITEM NO. 12

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE
AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF
ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT
AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE
AND COVENANTS RUNNING WITH LAND AND TO AUTHORIZE
GENERAL MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

The Annexation Agreement (Agreement) is the final work product following several months of negotiations between Trinitas and Oakdale Irrigation District (OID) relating to the terms and conditions surrounding their proposed annexation into OID. Pending review and approval by the Board of Directors (Board), this Agreement will also serve as the Agreement for all pending annexations that have been approved by the Board. Additionally, should the Board take action to approve the Agreement; Staff will subsequently submit the necessary LAFCO applications.

Staff was available to answer any questions that the Board or members of the public may have concerning the Agreement.

A motion was made by Director Doornenbal, seconded by Director Bairos, and unanimously supported to approve the Agreement Establishing Terms and Conditions of Annexation of Land into Oakdale Irrigation District and Establishing Terms and Conditions of Service and Covenants Running with Land and to Authorize General Manager to Execute all Necessary Documents.

ITEM NO. 13 REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AGREEMENT BY AND TWEEN OAKDALE IRRIGATION DISTRICT, SOUTH SAN JOAQUIN IRRIGATION DISTRICT, CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE SAN LUIS DELTA MENDOTA WATER AUTHORITY FOR RELEASE OF WATER TO ASSIST IN MEETING FLOW FOR FISH AND WILDLIFE BENEFICIAL USES

Bulletin 120's preliminary report indicates the April-July runoff at the 90% exceedance level to be 340K AF. The to-date inflow to New Melones is 312K AF (see attached). Based on these two sets of data it would appear the basin yield into New Melones will be around 652K AF for this water year. That being the case OID will receive its 600,000 acre foot entitlement under the 88' Agreement.

At the last Board meeting, announced after Closed Session, the Board approved the release of up to 40,000 acre feet at Goodwin to be put down the river to benefit fisheries during the April-May time period. Both the State and Federal contractors will pay OID for picking this water up at the pumps at the rate of \$100 per acre foot.

The Draft Agreement was attached to the Board Agenda Report outlining the arrangement. Due to timing, and the multiple agencies involved and timing of various Board meetings to finalize said Agreement, there may be minor revisions to the document. Hence, the GM is

RECORDING REQUESTED OF: SARA LYTLE-PINHEY LAFCO EXECUTIVE OFFICER NO FEE

WHEN RECORDED, MAIL TO: NAME: STANISLAUS LAFCO

ADDRESS: 1010 10th STREET, SUITE 3600

TOWN & STATE: MODESTO, CA

ZIP CODE: 95354

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2016-0076440-00
Monday, OCT 03, 2016 08:52:42

Ttl Pd \$0.00 Rcpt # 0003873355 JAR/R2/1-18

CERTIFICATE OF COMPLETION

ADDITIONAL PARCELS CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

REC'T # **0003873355** October 03, 2016 ---- 08:52:42

Stanislaus, County Recorder Lee Lundrigan Co Recorder Office

Official #16 - 101141111

REOD BY Free Issue

Sub Potal fee 90.00

JAR. R2/1/18



1010 TENTH STREET, 3RD FLOOR MODESTO, CA 95354



PHONE: (209) 525-7660 FAX: (209) 525-7643 www.stanislauslafco.org

DATE:

October 3, 2016

SUBJECT:

CERTIFICATE OF COMPLETION

This CERTIFICATE OF COMPLETION has been prepared and filed pursuant to Section 57200 et. seq. of the California Government Code.

- Name of Proposal: Additional Parcels Change of Organization to the Oakdale Irrigation 1. District
- Name of each district or city for which the Change of Organization was ordered: Oakdale 2. **Irrigation District**
- Name of each county within which any of such districts or cities are located: Stanislaus 3. and San Joaquin
- Type or kind of action ordered for each district or city: Change of Organization 4. consisting of annexation of territory to the Oakdale Irrigation District
- Terms or conditions of the reorganization: See attached Resolution No. 2016-17 5.
- Date of adoption of the resolution ordering the reorganization: August 24, 2016 6.
- Territory involved is uninhabited 7.
- The effective and recording date of the reorganization is: October 3, 2016 8.

Executive Officer

Attachments: Resolution No. 2016-17

Map & Legal Description

STANISLAUS COUNTY LOCAL AGENCY FORMATION COMMISSION

RESOLUTION

DATE: August 24, 2016

NO. 2016-17

SUBJECT: LAFCO Application No. 2016-04 - Additional Parcels Change of Organization to the

Oakdale Irrigation District

On the motion of Commissioner Withrow, seconded by Commissioner O'Brien, and approved by the following vote:

Aves:

Commissioners: Dunlop, Hawn, O'Brien, Van Winkle and Withrow

Noes: Absent: Commissioners: None

Commissioners: Bublak, DeMartini and Gammon

Ineligible:

Commissioners: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

WHEREAS, the Oakdale Irrigation District has requested to annex acreage located within the north and east Oakdale area and within its existing District boundaries;

WHEREAS, the Oakdale Irrigation District adopted a Resolution of Application authorizing the filing of an application for annexation with LAFCO and has submitted information related to its ability to provide services to the area;

WHEREAS, the Commission has conducted a public hearing to consider the proposal on August 24, 2016, and notice of said hearing was given at the time and in the form and manner provided by

WHEREAS, the territory is considered uninhabited as it contains less than 12 registered voters;

WHEREAS, the Oakdale Irrigation District, as Lead Agency, prepared and subsequently approved a Negative Declaration for the proposal in compliance with the California Environmental Quality Act (CEQA);

WHEREAS, the majority of acreage within the proposed annexation area is encumbered by Williamson Act Contracts:

WHEREAS, the proposal would not result in the loss of agricultural land, as no development is expected to occur as a result of the annexation; and,

WHEREAS, the Commission has, in evaluating the proposal, considered the report submitted by the Executive Officer, the factors set forth in Government Code Section 56668 and 56668.3, and testimony and evidence presented at the meeting held on August 24, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Commission:

- Certifies, in accordance with CEQA, as a Responsible Agency, that it has considered the Negative Declaration prepared by the Oakdale Irrigation District.
- 2. Determines that: (a) the subject territory is within the Oakdale Irrigation District's Sphere of Influence; (b) approval of the proposal is consistent with all applicable spheres of influence, overall Commission policies and local general plans; (c) there are less than twelve (12) registered voters within the territory and it is considered uninhabited; (d) all the owners of land within the subject territory have given their written consent to the annexation; (e) no subject agencies have submitted written protest to a waiver of protest proceedings; and (f) the proposal is in the interest of the landowners within the territory.
- 3. Approves the proposal subject to the following terms and conditions:
 - a. The applicant shall pay State Board of Equalization fees, pursuant to Government Code Section 54902.5.
 - b. The applicant agrees to defend, hold harmless and indemnify LAFCO and/or its agents, officers and employees from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void or annul LAFCO's action on a proposal or any action relating to or arising out of such approval, and provide for the reimbursement or assumption of all legal costs in connection with that approval.
 - c. In accordance with Government Code Sections 56886(t) and 57330, the subject territory shall be subject to the levying and collection of all previously authorized charges, fees, assessments or taxes of the Oakdale Irrigation District.
 - d. The effective date of the change of organization shall be the date of recordation of the Certificate of Completion.
 - e. The application submitted has been processed as a change of organization consisting of annexation to the Oakdale Irrigation District.
- 4. Designates the proposal as the "Additional Parcels Change of Organization to the Oakdale Irrigation District".
- Waives the protest proceedings pursuant to Government Code Section 56662(d) and orders the change of organization subject to the requirements of Government Code Section 57200 et. seq.
- Authorizes and directs the Executive Officer to prepare and execute a Certificate of Completion in accordance with Government Code Section 57203, upon receipt of a map and legal description prepared pursuant to the requirements of the State Board of Equalization and accepted to form by the Executive Officer, subject to the specified terms and conditions.

ATTEST:

Sara Lytte-Pinhey
Executive Officer

ADDITIONAL ANNEXATION PARCELS CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "A" LEGAL DESCRIPTION

LOT 6 as shown on that Parcel Map filed for record in Book 41 of Parcel Maps at Page 75, Stanislaus County Records, situate in Sections 23, 24, 25 & 26, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the south quarter corner of Section 23, Township 1 South, Range 10 East, Mount Diablo Meridian, said point being a point on the west line of the 20.00 foot half width of 28 Mile Road; thence along said west line North 01°31′15″ West 1566.92 feet to the westerly prolongation of the north line of LOT 4 as shown on said Parcel Map; thence along said westerly prolongation and said north line North 88°25′46″ East 1952.00 feet to the northeast corner of said Lot 4; thence along the east line of said Lot 4 South 01°30′19″ East 751.63 feet to the northwest corner of LOT 6 and being the **Point of Beginning**; thence along the boundary of said LOT 6 the following (6) courses:

- 1. North 88°25'46" East 1100.00 feet;
- 2. South 69°30′58″ East 1020.44 feet to a point of cusp of curve concave northwesterly having a radius of 792.15 feet, a radial line through said point of cusp bears North 49° 12′35″ West;
- 3. Southerly 584.76 feet along said curve, through a central angle of 42°17′44";
- 4. South 01°30'19" East 83.99 feet;
- 5. South 88°25'46" West 1840.00 feet;
- 6. North 01°30′19" West 1000.00 feet to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 40.68 acres, more or less.



ADDITIONAL ANNEXATION PARCELS CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "B" LEGAL DESCRIPTION

All that real property being a portion of PARCEL 1 as shown on that Parcel Map filed for record in Book 32 of Parcel Maps at Page 133, Stanislaus County Records, situate in the southwest quarter of Section 36, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the southwest corner of Section 36, Township 1 South, Range 10 East, Mount Diablo Meridian; thence along the south line of said Section 36 South 88°48′00″ East 1917.26 feet to the southeast corner of PARCEL 2 as shown on that Parcel Map filed for record in Book 32 of Parcel Maps at Page 133, Stanislaus County Records; thence along the east line of said PARCEL 2 North 04°33′00″ West 577.72 feet to the southeast corner of PARCEL 1 as shown on said Parcel Map and being the **Point of Beginning**; thence the following (14) courses:

- 1. South 72°36'00" West 48.72 feet along said PARCEL 1;
- 2. North 86°21'20" West 60.56 feet along said PARCEL 1;
- 3. North 65°39'25" West 91.78 feet along said PARCEL 1;
- 4. South 58°28'45" West 89.60 feet along said PARCEL 1;
- 5. North 81°30′03" West 59.48 feet along said PARCEL 1;
- 6. North 64°37′55" West 62.05 feet along said PARCEL 1;
- 7. North 44°44′30″ West 396.88 feet along said PARCEL 1;
- 8. North 33°14'45" West 330.95 feet along said PARCEL 1 to the Oakdale Irrigation District (O.I.D.) boundary line;
- 9. North 10°02'00" West 277.98 feet leaving said PARCEL 1, along said O.I.D. boundary line;
- 10. North 37°34'00" East 1175.30 feet along said O.I.D. boundary line;
- 11. North 65°01′00″ East 210.20 feet along said O.I.D. boundary line to the east line of said PARCEL 1;

- 12. South 43°52′50" East 25.13 feet, leaving said O.I.D. boundary line, along said PARCEL 1;
- 13. South 02°59'05" East 1373.74 feet along said PARCEL 1;
- 14. South 04°33′00″ East 479.95 feet along said PARCEL 1 to the Point of Beginning;

All as shown on attached Exhibit "B" and made a part hereof and containing 25.04 acres, more or less.



ADDITIONAL ANNEXATION PARCELS CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "C" LEGAL DESCRIPTION

All that real property being a portion of the east half of Section 1, Township 1 South, Range 9 East, Mount Diablo Meridian, San Joaquin County, California, being more particularly described as follows:

Commencing at the southeast corner of Section 1, Township 1 South, Range 9 East, Mount Diablo Meridian and being a point on the existing Oakdale Irrigation District (O.I.D.) boundary; thence along the east line of said Section 1 and said O.I.D. boundary, North 01°13′00″ West 755.00 feet to the northeast corner of LOT 1 of ALMOND ACREAGE as shown on the map thereof filed for record in Book 8 of Maps and Plats at Page 59, San Joaquin County Records, said point being the **Point of Beginning**; thence the following (5) courses:

- 1. North 89°46'00" West 1982.41 feet along the north line of said ALMOND ACREAGE as shown on the map thereof to the west line of the east 220.00 acres of the north 440.00 acres of the east half of the west half of said Section 1;
- 2. North 01°13′00″ West 4835.97 feet along said west line to the north line of said Section 1;
- 3. South 89°45′00" East 1982.41 feet along said north line to the northeast corner of said Section 1;
- 4. South 01°13′00″ East 4459.39 feet along the east line of said Section 1 to the centerline of Oakdale Irrigation District's Cometa Lateral;
- 5. South 01°13′00" East 376.00 feet along said east line and said O.I.D. boundary to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 220.00 acres, more or less.



ADDITIONAL ANNEXATION PARCELS CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "D" LEGAL DESCRIPTION

All that real property being a portion of the east half of the northeast quarter of Section 21, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the northeast quarter of Section 21, Township 2 South, Range 11 East, Mount Diablo Meridian; thence along the north line of said Section 21 North 89°53′12″ West 1321.80 feet to the west line of the east half of the northeast quarter of said Section 21; thence along said west line South 00°09′11″ East 268.62 feet to the existing Oakdale Irrigation District (O.I.D.) boundary line and being the **Point of Beginning**; thence the following (10) courses:

- 1. South 57°21′50" East 229.00 feet along said O.I.D. boundary;
- 2. South 22°51′50" East 500.00 feet along said O.I.D. boundary;
- 3. South 14°21′50" East 800.00 feet along said O.I.D. boundary;
- 4. South 07°44′50" East 524.00 feet along said O.I.D. boundary;
- 5. South 05°18′10" West 496.00 feet along said O.I.D. boundary;
- 6. North 72°56′10" East 476.00 feet along said O.I.D. boundary;
- 7. South 78°30′50″ East 250.00 feet along said O.I.D. boundary to the west line of the 20.00 foot half-width of Emery Road;
- 8. South 00°12′37" East 94.84 feet, leaving said O.I.D. boundary, along said west line to the south line of the northeast quarter of Section 21;
- 9. North 89°58′16″ West 1304.42 feet along said south line to the west line of the east half of the northeast quarter of Section 21 and being a point on the existing O.I.D. boundary;
- 10. North 00°09′11″ West 2376.60 feet along said west line and said O.I.D. boundary to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 27.92 acres, more or less.



ADDITIONAL ANNEXATION PARCELS CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "E" LEGAL DESCRIPTION

All that real property being a portion of the northeast quarter of Section 21, the north half of Section 22 and all of the northwest quarter of Section 23, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

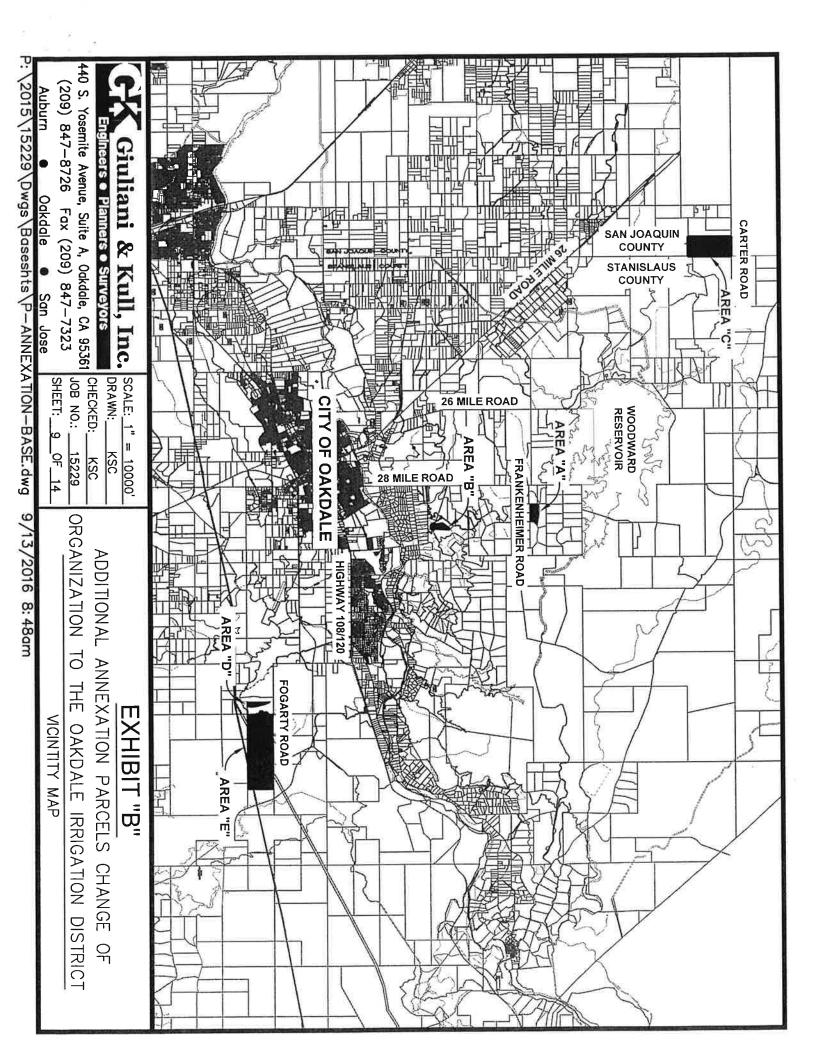
Beginning at the northwest corner of Section 22, Township 2 South, Range 11 East, Mount Diablo Meridian; thence the following (24) course:

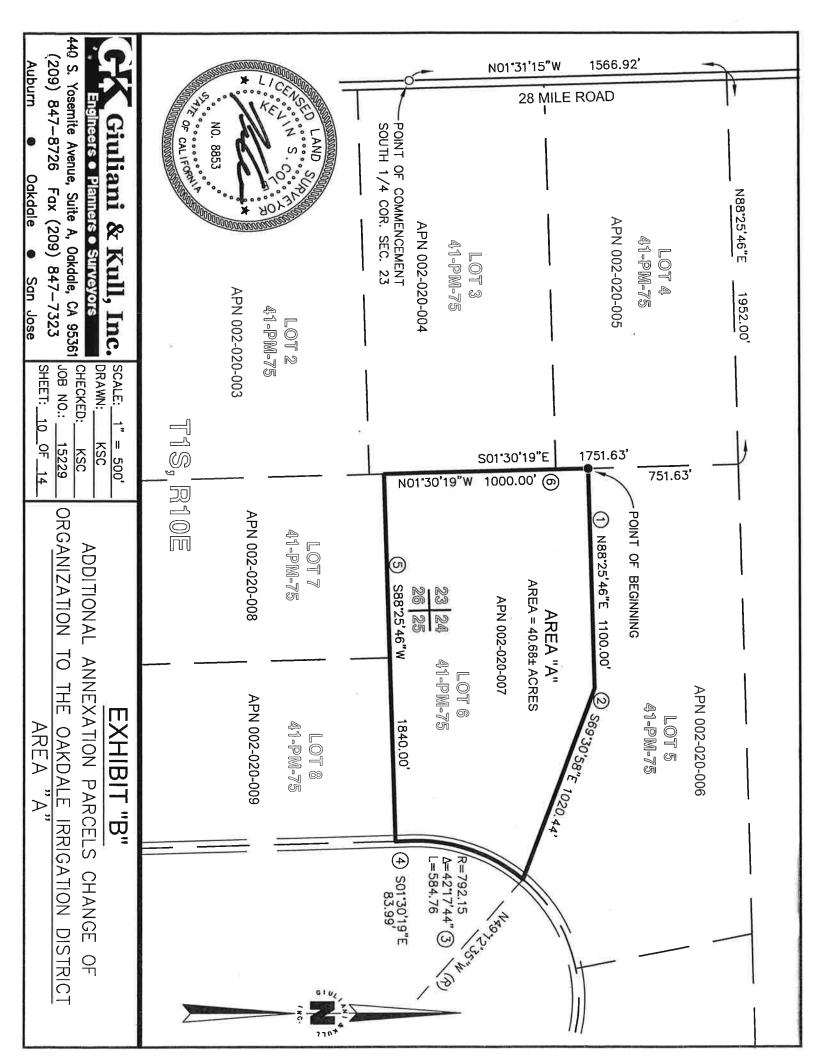
- 1. North 89°59′28″ East 2246.48 feet along the north line of said Section 22 to the north line the Oakdale Irrigation District (O.I.D.) South Main Canal as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records;
- 2. South 38°29'30" East 19.35 feet along the north line of said O.I.D. South Main Canal;
- 3. South 79°50′34″ East 22.56 feet along said north line to the southeast corner of that parcel labeled "FORD" as shown on said Record of Survey;
- 4. South 79°50'34" East 145.82 feet along said north line;
- 5. North 70°40′08" East 75.70 feet along said north line;
- 6. North 45°19'48" East 28.20 feet along said north line to the north line of said Section 22;
- 7. North 89°59'28" East 2793.12 feet along the north line of said Section 22 to the northeast corner of said Section 22;
- 8. South 89°47′08" East 2646.20 feet along the north line of the northwest quarter of Section 23 to the northeast corner of the northwest quarter of said Section 23;
- 9. South 00°08'15" East 2642.06 feet along the east line of the northwest quarter of said Section 23 to the southeast corner of the northwest quarter of said Section 23;
- 10. North 89°43'43" West 2642.43 feet along the south line of the northwest quarter of said Section 23 to the southwest corner of the northwest quarter of said Section 23;

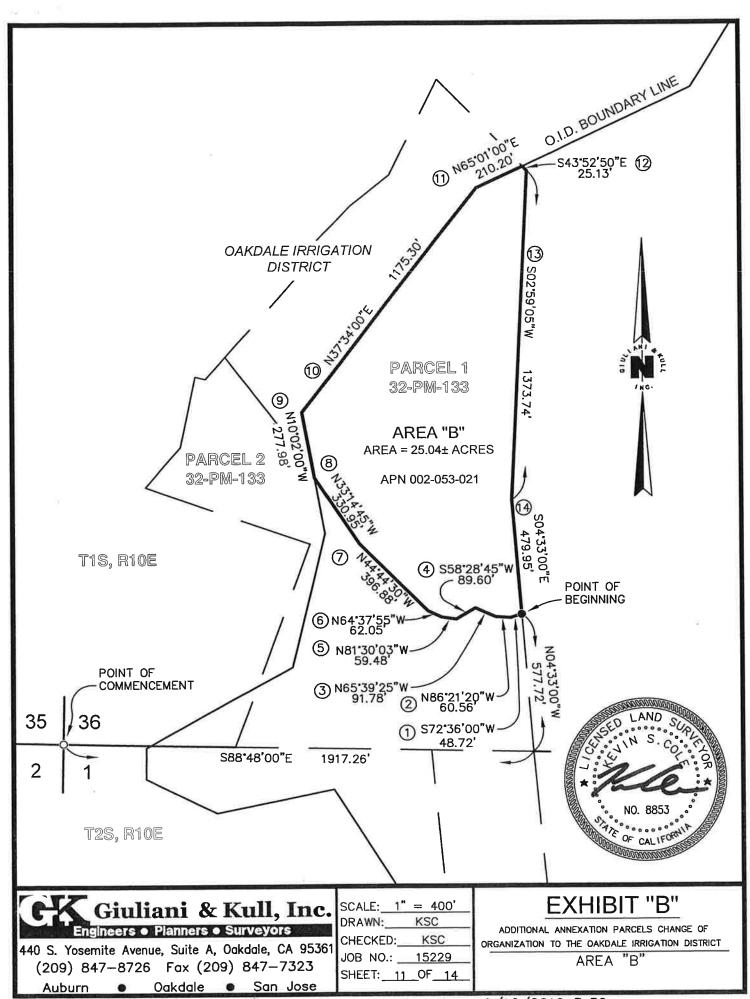
- 11. South 89°57′00″ West 5309.29 feet along the south line of the north half of said Section 22 to the southwest corner of the north half of said Section 22;
- 12. North 89°58′16″ West 20.00 feet along the south line of the northeast quarter of said Section 21 to the west line of the 20.00 foot half width of Emery Road;
- 13. North 00°12′37" West 94.84 feet along said west line to the existing O.I.D. boundary;
- 14. North 00°12′37" West 745.00 feet along said O.I.D. boundary;
- 15. North 18°31'04" West 328.00 feet along said O.I.D. boundary;
- 16. North 41°50'04" West 380.00 feet along said O.I.D. boundary;
- 17. North 12°03'56" East 168.00 feet along said O.I.D. boundary;
- 18. North 29°29'56" East 200.00 feet along said O.I.D. boundary;
- 19. North 04°51′04" West 200.00 feet along said O.I.D. boundary;
- 20. North 14°08'56" East 100.00 feet along said O.I.D. boundary;
- 21. North 48°59'56" East 280.00 feet along said O.I.D. boundary;
- 22. North 00°12′37" West 370.00 feet along said O.I.D. boundary to a point 20.00 feet west and 21.00 feet south of the northeast corner of said Section 21;
- 23. North 00°12′37″ West 21.00 feet, leaving said O.I.D. boundary to the north line of the northeast quarter of said Section 21;
- 24. South 89°53'12" East 20.00 feet along said north line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 489.47 acres, more or less.



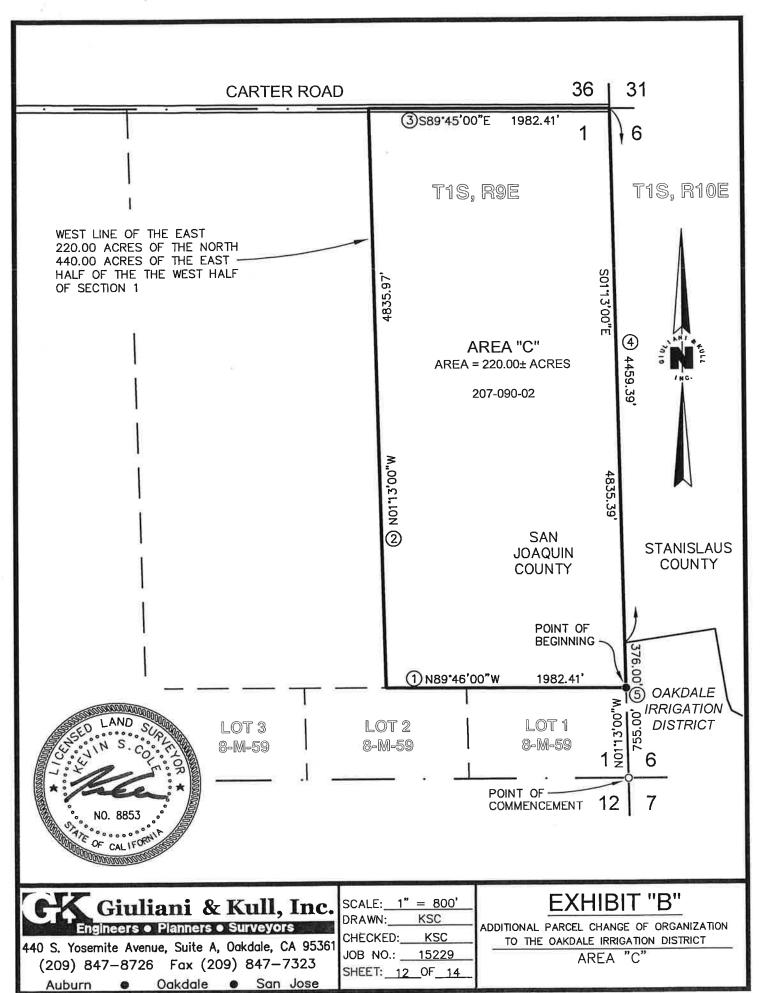






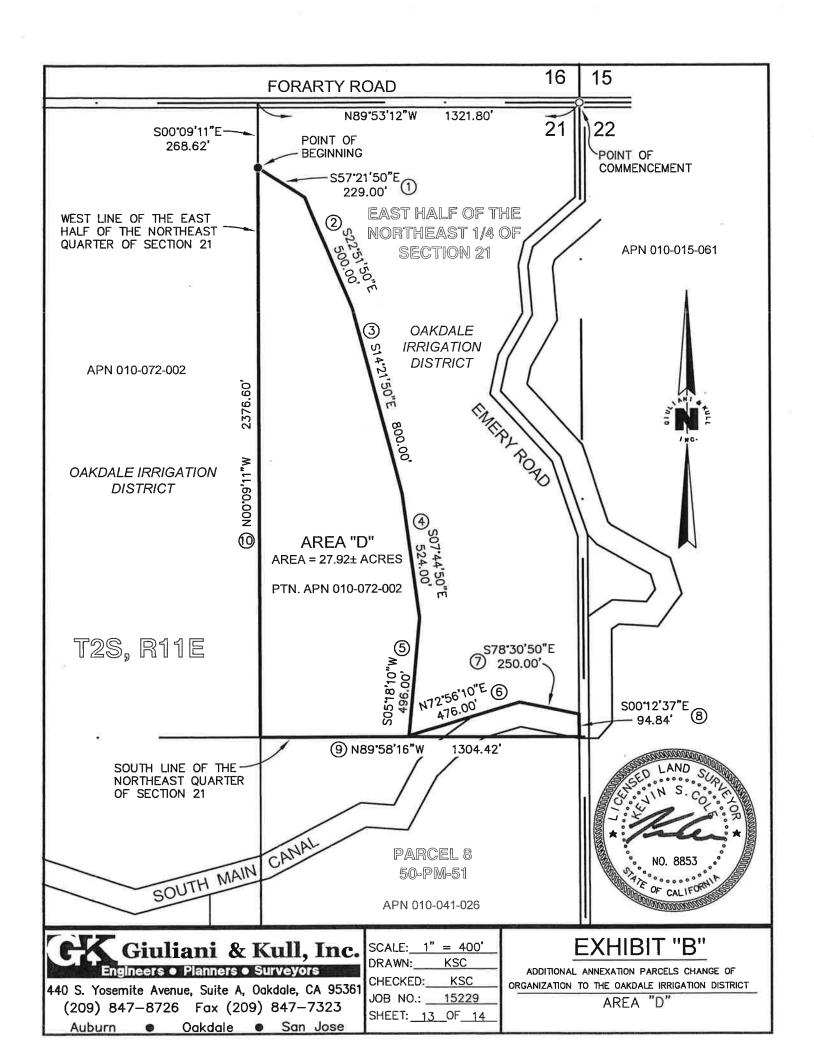
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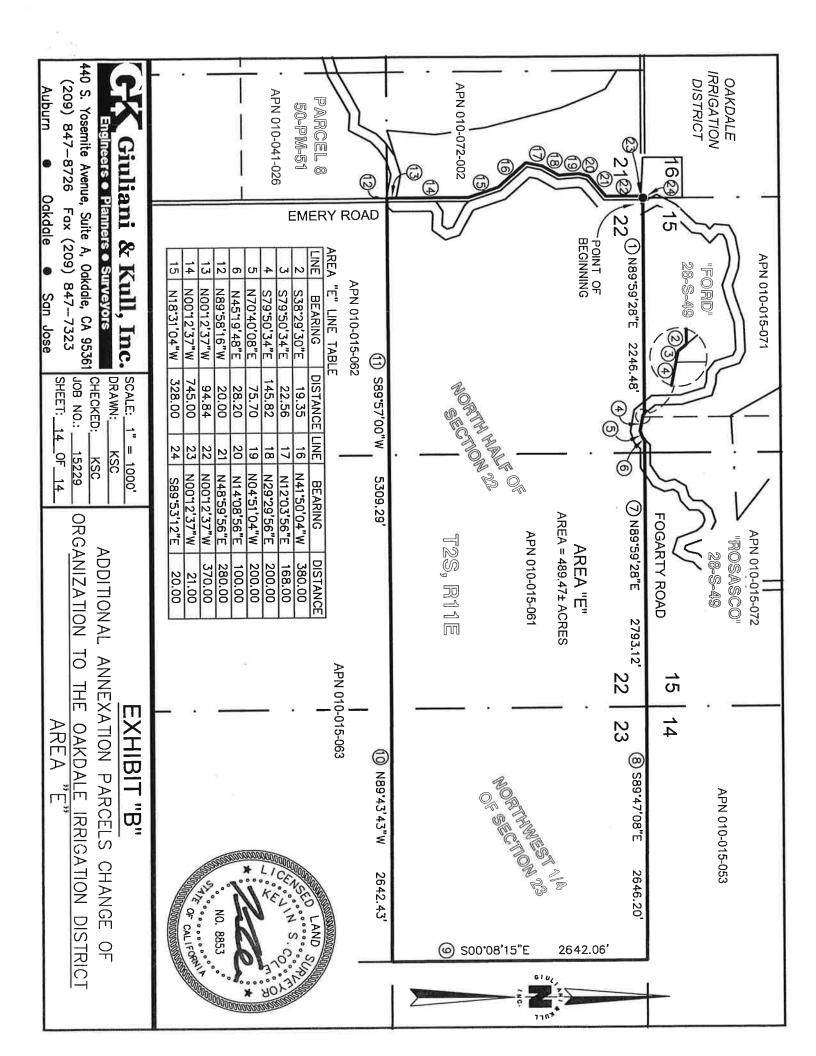
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RECORDING REQUESTED BY & WHEN RECORDED RETURN TO:

OAKDALE IRRIGATION DISTRICT 1205 East F Street Oakdale, CA 95361

APN: 002-020-007

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

	THIS AGREEMENT, hereina	after referred to as "Agreement," is made and entered into as
of this_	day of	, 2017, by and between JOHN P. BRICHETTO,
		IN M. BRICHETTO, AND JOSEPH P. BRICHETTO,
hereinat	fter referred to as "Landowner	" and the OAKDALE IRRIGATION DISTRICT, an irrigation
district	organized and existing under t	the laws of the State of California hereinafter referred to as the
"Distric	et."	

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. All of the plantable portions of the Property have developed groundwater supplies sufficient to fully supply the needs of agricultural operations on the land. Thus, all of the plantable portions of the Property are currently planted or are under development regardless of whether the annexation described herein occurs. However, Landowner wishes to obtain a supply of surface water to supplement and preserve its existing groundwater supply. Therefore, the Landowner wishes to annex the Property to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

AGREEMENT

Landowner and the District agree as follows:

1. WARRANTY OF TITLE. Landowner hereby represents and warrants that it is the sole owner of the Property and has full authority to enter into this Agreement.
2. SUBORDINATION. Where applicable, Landowner confirms that, to Landowner's knowledge, the holders of the interests identified in the lot book guaranty for the Property issued by
3. PROPERTY SUBJECT TO RULES AND REGULATIONS OF DISTRICT. Except as otherwise expressly provided in this Agreement, and subject to the provisions hereof, and upon recordation of this Agreement: (i) the Property shall be annexed to and included within the District, (ii) the Property shall be entitled to all the benefits and burdens of lands currently within the District's boundaries, (iii) Landowner shall have the same voting rights as all other District landowners, and (iv) the Property shall be subject to all rules and regulations, resolutions, policies and procedures of the District as they exist on the date of this Agreement and as they are amended or changed from time to time.
4. WATER SERVICE.
(a) The Property's right to receive water from the District is not equal to the rights of other land in the District as of the effective date of this Agreement. Instead, upon recordation of this Agreement, the Property shall be entitled to water service from the District solely in accordance with this Agreement. The amount of District water to be made available to Property during an irrigation season (defined generally as March 1 through October 31, but subject to annual adjustment by OID based on water supply and other relevant conditions) shall be based on the District's Stanislaus River supply in that water year as determined by the United States Bureau of Reclamation's (USBR) preliminary forecast initially provided on or about March 1 of each calendar year (the "Annual Forecasted Supply):
(i) When the District's Annual Forecasted Supply on April 1, is at least 600,000 acre feet, the Property's right to receive water from the District during that water year shall be equal to the rights of other land in the District as of the effective date of this Agreement, but subject to the provisions of this Agreement and the District's rules and regulations;

than 600,000 acre feet, then the amount of water the Property is entitled to receive during that

(ii)

When the District's Annual Forecasted Supply on April 1, is less

water year may be reduced as the Property's right to receive water is not equal to the rights of other land in the District as of the effective date of this Agreement. It is the goal of this Agreement to deliver as much surface water to the Property in those year types as possible while not significantly impacting lands in the District.

- (iii) The District shall not enter into water transfers or other arrangements which will result in a reduction in the amount of water available to the Property in years described in Section 4(a)(ii) above, unless the Landowner provides written consent to the District.
- (iv) The District and the Landowner will meet every during water shortage years, as described in Section 4(a)(ii) above, on or about March 15, to discuss initial allocation and delivery schedules to the Landowner. The outcome of such meetings pursuant to this Section 4(a)(iv) shall be confirmed in writing.
- (b) For purposes of this Agreement, the District's Stanislaus River supply shall be determined based solely on hydrologic conditions and Regulatory Restrictions (as defined below) imposed on the District and its Stanislaus River supply as of January 1, 2017. The District shall not take voluntary or discretionary action which renders it incapable of performing as set forth herein, unless otherwise agreed to by the District and Landowner.
- (c) Notwithstanding Section 4(a), Landowner acknowledges and agrees that the ability of the District to deliver water during certain periods is limited by capacity constraints in the District's facilities. The District shall use good faith to exercise its best efforts to deliver as much surface water as possible to Landowner during those periods, subject to Section 4(a) of this Agreement.
- (d) Although the District is obligated to make water available to the Property as set forth in this Section, Landowner is not required to purchase such amounts, or any water made available by the District. Subject to the provisions of this Agreement, water provided hereunder shall be ordered, scheduled, and delivered by the Landowner for the benefit of the Property in accordance with then-current District-wide policies and procedures governing the distribution of water in the District.
- (e) The District makes no warranty or representations as to the quality or fitness for use of the water that it will deliver to Landowner, except that it will be of the same quality as all other water delivered by the District to its customers using the same diversion, storage, and conveyance facilities as the Property. The parties acknowledge that the District delivers raw, untreated water diverted from the Stanislaus River, and Landowner acknowledges that it is familiar with the quality of water and the District's diversion, storage and conveyance facilities, and methods. Landowner shall be solely responsible at its expense for all necessary measures for any testing, treatment or other steps required for the intended use of the water delivered by the District hereunder.
- (f) Except as expressly provided in this Agreement, and except to the extent such rights are held by all landowners and lands within the District, neither Landowner nor the

Property shall possess or gain as a result of the annexation described in this Agreement (i) any right, title or interest, either in law or equity, to demand any proportion of or share in the water rights held by the District for water acquired from its pre-1914 water rights, riparian water rights, or its appropriative water rights of any type or nature, (ii) any right in waters purchased or otherwise acquired by the District from any source, (iii) any post-1914 appropriative water rights held or acquired by the District, (iv) any right for delivery or service to the District obtained via contract, or (v) any right to amounts of water extracted by the District from underground strata. Except for the Landowner's right to obtain water service on the Property as provided in this Agreement, the water rights held by the District are reserved to the District.

(g) The District's obligation to deliver water to the Property shall be satisfied, and the Landowner's obligation to pay for water at the rates specified herein, shall apply when water is ordered by the Landowner and delivered to the Landowner's private facilities capable of receiving the ordered water to the Property from, by and through the District's storage, conveyance, and delivery facilities. Subject to the first sentence of Section 4(e) of this Agreement, such obligation shall apply whether or not such water results from direct delivery of Stanislaus River water or if it is a provision of storm runoff, groundwater, drain water, or tail water from other landowners or water purveyors upstream of the Property, as it does for all other District customers in accordance with District policy.

5. LIMITATIONS AND REQUIREMENTS OF WATER USE AND SERVICE.

- (a) Water supplied by the District shall be used solely for irrigation purposes and uses directly related to crop production, and shall not be used for any domestic, commercial, or industrial purposes except those not requiring potable water that are directly related to crop production.
- (b) Landowner understands that the District's ability to provide water may be diminished should the District become subject to (i) State Water Resources Control Board or judicial decrees, (ii) state or federal legislation, (iii) regulatory, administrative, or legal restrictions, and/or (iv) other adverse conditions or factors beyond the District's control (collectively, "Regulatory Restrictions"). Should new Regulatory Restrictions be imposed on the District or its water supply after January 1, 2017 that result in water shortages or other restrictions, such shortages or restrictions shall be ratably apportioned to all lands within the District, including the Property, in accordance with equitable rules and regulations established by the District that proportionately allocate such shortages or restrictions to all lands eligible to receive water service from the District.
- (c) All water delivered to the Landowner based on orders for the Property in accordance with this Agreement shall be used exclusively on the Property except to the extent delivery to other land within the District is consistent with the District's then-current rules, regulations and policies. Landowner may use any water delivered in accordance with this Agreement on the Property. Unless permitted by the District's then-current rules, regulations and policies, Landowner may not sell, transfer, deliver or convey any water delivered in accordance with this Agreement to any person, party, or property for use outside of the boundaries of the District.

- (d) All water supplied by the District to the Property shall be dedicated to reasonable and beneficial use, consistent with California law and District policy.
- (e) The District shall not be responsible for, nor shall it incur any costs in connection with, the provision of any necessary water conservation and/or drainage improvements and/or other facilities on the Property. All irrigation water supplied by the District and applied to the Property and any and all contained, collected, and controlled surface or subsurface drain water shall not result in tail water leaving the Property. This Section 5(e) shall apply only to that water delivered during the irrigation season and shall not preclude water leaving the Property during the non-irrigation season nor to water generated during a storm event. Upon order of the District Board of Directors, Landowner shall install, operate and maintain, at Landowner's sole expense, such reclamation pumping facilities as needed to control irrigation drain water upon the Property consistent with the District's then-current rules, regulations and policies, after delivery of such water by the District. Landowner's use and control of all irrigation and irrigation drain water shall be subject to the "Rules and Regulations for Distribution of Water in the Oakdale Irrigation District." Compliance with this Section 5(e) can be satisfied by the performance of the conditions specified in any agricultural discharge permit issued by District to Landowner.
- (f) Irrigation practices on the Property shall conform to current industry standards, established for the efficient application of irrigation water. Without limiting the foregoing, an irrigation efficiency of seventy percent (70%), as measured by practices prescribed by the District, shall be achieved and maintained on the Property. Failure to achieve such irrigation efficiency shall result in suspension of the District's obligation to supply water to the Landowner for delivery to the Property, and a suspension of the Landowner's right to order water for delivery to the Property, until such irrigation efficiency is attained, and shall further permit the District to initiate any remedy set forth in this Agreement, including detachment.

6. FEES AND CHARGES.

- (a) Commencing with the irrigation season beginning on or about March 1, 2017, the Property shall incur the following fees and charges:
- (i) an annual fixed parcel charge of \$27.81 per gross acre (with a minimum rate of \$55.62), and subject to an annual increase at the Board of Directors' discretion.
- (ii) a volumetric water charge of \$58.36 per acre foot actually delivered by the District to the Landowner for the benefit of the Property.
- (b) The District shall bill Landowner for the annual fixed parcel charge in accordance with the then applicable water billing/invoicing policy in place at the District. Currently, invoicing for the upcoming water season is mailed out before the end of November. Invoices may be paid in two installments and are payable as set by the Board of Directors. If payment is not received prior to the dates established by the Board of Directors, penalties and delinquent fees will be assessed and water service placed on a "do not deliver" status, meaning that no water will be supplied to the Landowner for delivery to the Property and the Landowner's

right to order water for delivery to the Property shall be suspended until all applicable balances have been paid in full.

- (c) Facilities have been, or will need to be, installed as the point of delivery for receipt of District water by the Landowner on behalf of the Property. The District shall read the meters at such delivery point to determine the quantity of water delivered to the Property.
- (d) The Landowner will be billed a volumetric water charges as described in Section 6(a)(ii), based upon the quantity of water delivered to the Property. Late payments may be subject to late payment penalties pursuant to the then-applicable District policy.
- (e) On the first day of each water year (generally defined as March 1 of one year), commencing with the water year beginning on March 1, 2018, the volumetric water charge described in Section 6(a)(ii) above, will increase from the volumetric water charge in the immediately preceding water year by the lesser of one and one-half percent (1.5%) or the actual increase (in dollars) in the volumetric water rate charged by the District to all other landowners in the District from the immediately preceding water year until such time as the current volumetric water rate charged by the District to all other landowners in the District rate equals the volumetric water rate charged to the Property. Thereafter, the volumetric water charge described in Section 6(a)(ii) above will increase at the same rate (in dollars) as the volumetric water rate charged by the District to all other landowners in the District.

ANNEXATION FEE.

- (a) Landowner shall pay the District an annexation fee of \$2,600 per gross acre of property to be annexed to the District, for an agreed upon total payment of \$105,768. The annexation fee shall be paid in 20 equal, annual installments of \$_____ due on _____ of each year commencing _____, 2017. Such payments represent an amortization of the annexation fee over 20 years with an interest rate of 3%.
- (b) If any installment required under Section 7(a) is not paid when due, such non-payment shall not constitute a default or breach hereunder, and the District shall have no obligation to deliver water to the Landowner for the benefit of the Property until such installment is paid in full. Any late payment shall be subject to late fees and other penalties in accordance with the District's then-applicable policy. If an annexation fee installment is delinquent for more than two years the District may upon 60 days notice permanently terminate water service to the Landowner for the benefit of that parcel (but not to any non-delinquent parcels), and Landowner shall not be entitled to any refund of annexation fee installments paid as to that parcel. Under no circumstances shall the District have the right to exercise any remedy against Landowner or the Property as the result of the non-payment of any installment required under Section 7(a) other than (i) the imposition of late fees and other penalties in accordance with the District's then-applicable policy and (ii) the termination of water service to the Landowner for the benefit of a parcel as to which installments under Section 7(a) are delinquent. After the 20th annual installment of the annexation fee has been paid, no further fees, charges or costs relating to the annexation described in this Agreement shall apply or remain due and owing.

(c) In the event that the District approves an annexation of land into the District and charges an annexation fee that is less than the annexation fee charged to Landowner, the District shall apply the difference between the annexation fee described in Section 7(a) and the lower annexation fee to Landowner via credit applied first toward the immediately following future annual installments described in Section 7(a) and then to the next fees and charges due under Section 6(a). Notwithstanding the foregoing, this Section 7(c) shall not apply to the annexation fee paid by any of the parcels described in District resolutions 2013-09, 2013-10, 2013-11 and 2013-12, or in the "Draft List of Selected Parcels for Additional Annexation" attached to the District's Board Agenda Report for Item 19 considered at the District's February 19, 2013 Board of Directors meeting (a total of approximately 1,200± acres), or to any future annexation wherein the District acquires property, easements, or other non-cash consideration in combination with or in lieu of, a lower cash annexation fee.

8. FACILITIES.

- (a) Landowner is responsible for all costs associated with installation of facilities necessary to connect the Property to the District's existing water supply and delivery system. Such facilities shall include a point of delivery, which shall be equipped with a meter that continuously captures and records flow data that is (1) accessible to District employees, and (2) sufficiently accurate to comply with the requirements of Water Code Section 10608.48 and any regulations promulgated thereunder.
- (b) Before such construction begins, and where applicable, the District shall review and approve the design. Once construction is completed, the District shall inspect and approve the construction before water deliveries will be permitted. The review and approval of both the design and construction of such facilities by the District shall not create any liability in the District related to the operation and use of such facilities. Landowner hereby waives any and all claims against the District for injury or damage allegedly attributable to its review and approval. Landowner further hereby agrees to indemnify, hold harmless and defend District from and against any and all claims brought by third parties alleging that District's review and approval of the design and/or construction of such facilities caused or contributed to harm or damaged suffered by such third party.
- (c) All such facilities shall remain in the ownership Landowner. Landowner shall be solely responsible for obtaining the easements and/or rights of way necessary to convey water to the Property. All such easements and rights of way shall remain in the ownership of Landowner. District shall have the right to access, control, and maintain the point of delivery to install, integrate, operate, and maintain connections between the District's SCADA system and the point of delivery, and to read the meter as necessary. Landowner agrees to indemnify, hold harmless and defend District from and against any and all damages or losses related to the District's access, control, or maintenance of the point of delivery, and/or the reading of the meter, except for any damages or losses caused by the District's negligence or willful misconduct.
- (d) Landowner shall be solely responsible for the design, construction, maintenance, and repair of its water distribution system located on the Property.

- (e) This Agreement supersedes and makes void all other existing written or oral agreements concerning the construction or maintenance by the District of facilities for the benefit of the Landowner or the Property, including but not limited to bridges, fences, ditches and other infrastructure.
- (f) Notwithstanding any other provision of this Agreement, the District shall have no obligation to deliver water to the Landowner for the benefit of the Property unless and until Landowner has complied with all of the actions identified in this Section.
- 9. DIVISION, PARCELING OR SUBDIVISION OF THE PROPERTY. All subdivision or division of the Property shall be subject to the District's "Subdivision Parcel Map Policy" as it may be amended from time to time. Additional points of delivery shall not be permitted unless expressly approved by the District in writing, which approval shall be subject to the District's sole discretion.

10. TRANSFER OF TITLE.

(a) Except as the result of inheritance, should Landowner sell or otherwise transfer ownership of the Property to an unaffiliated third party, all annexation fees identified in Section 7(a) above associated with the portion of the Property transferred shall immediately become due and payable, and payment must be made prior to the closing of the escrow for the Property transferred.

11. DISTRICT ACCESS TO PROPERTY

- (a) Landowner shall grant to the District, at no cost to the District, surveyed and recorded "Access Easements" adequate for ingress and egress for workers and equipment on established roadways in order for the District to perform all necessary and required inspections, monitoring, and maintenance of District facilities, as well as required meter reading, as may be necessary and reasonable for the delivery of water for irrigation purposes to the Property hereunder.
- (b) Access Easements shall provide the District, its employees, vehicles, and contracts and agents, access to the Property perpetually and at all reasonable times.
- 12. RECORDATION OF AGREEMENT. This Agreement shall be recorded by the District in the Official Records of the County of Stanislaus after the Executive Director of the Stanislaus County Local Agency Formation Commission certifies the annexation of the Property requested by Landowner.
- 13. BINDING ON SUCCESSORS, HEIRS, GRANTEES, AND ASSIGNS. This Agreement, upon recording, shall inure to the benefit of, and be binding upon, the District, and all successors of the District, and all heirs, successors, grantees and assigns of the Landowner to all or any portion or subdivided parcel of the Property, who shall be deemed to agree and consent to the terms of this Agreement by acceptance of such title or interest in such lands or any part thereof, whether such interest be considered legal or equitable. It is the intent of the parties that this Agreement shall constitute a covenant, both as to the benefits and the burdens, running with the Property and shall be binding on Landowner and all successive owners of the Property, or any

portion thereof, for the benefit of the District. The Landowner and the Landowner's successors, heirs, and assigns, shall further, by the act of acceptance of title, have constructive notice of all terms of this Agreement without necessity of showing actual notice of consent to said terms, or showing receipt of a copy of this Agreement. Such successors shall hereafter be estopped from relying upon or contesting the conditions of this Agreement as unlawful, counter to public policy, beyond the legal power or authority of the District, or that they are unenforceable in whole or in part for any reason or cause. In the event there is more than one owner of the Property, the rights and obligations of such parties shall be (to the extent practical and permitted by law) apportioned among them in proportion to their interests (quantified in acreage equivalents) in their respective parcels. Any successor of Landowner shall be deemed to be a "Landowner" under the terms of this Agreement.

- INDEMNITY. The District shall not be responsible for, and Landowner shall 14. defend and indemnify the District and hold the District free and harmless from, all claims, damages, injuries or losses of whatever kind, arising out of the performance of the terms of this Agreement by the District and Landowner ("Claims"); provided, that the District shall be responsible for all Claims to the extent they arise as a result of the District's negligence or willful misconduct. Subject to Section 5(b) of this Agreement, Landowner waives any Claim arising out of any failure to deliver water by virtue of any Regulatory Restriction, including acts assessing penalties or fees or restricting or reducing the quantities of water available to the District, acts of God, acts of nature including drought, or other errors or omissions beyond the reasonable control of the District, including the inability of the District to finance adequate repairs and maintenance of its conveyance system, which inability is caused by lack of revenues and/or inability to finance improvements. Notwithstanding the foregoing, it shall be the District's obligation to use its best efforts to repair and construct any facilities which are unable to provide service, within the financial means of the District, and/or to discontinue service until such time as adequate precipitation and/or other water supply become available to the District.
- NOTICE, CURE AND REMEDIES FOR DEFAULTS. Except as provided in 15. Section 7(b) of this Agreement, any default of any provision hereof shall be considered a material breach if it has not been cured within 30 days after written notice of such default has been provided to the breaching party by the non-breaching party; provided, that if the default is not reasonably capable of being cured within such 30-day period, it shall not be deemed to be a material breach if the defaulting party begins good faith efforts to cure the default within such 30-day period. Upon a material breach of this Agreement by or attributed to Landowner, the District, in its sole and exclusive discretion, may elect in the event of such breach to do any or all of the following: (i) discontinue water service to the Landowner for the benefit of the Property in accordance with this Agreement until a substitute agreement, acceptable to the District in its sole discretion, is negotiated and implemented; (ii) petition for the detachment from the District of the Property, upon which petition for detachment the Landowner shall not protest or object, and shall further consent in writing thereto and/or (iii) discontinue service of water hereunder to the Landowner for the benefit of the Property and/or initiate suit for recovery of all fees, costs, and expenses owed to the District thatremain unpaid. Subject to Section 7(b), any remedy specified hereinabove and provided to the District shall not be deemed to be the sole or exclusive remedy available to the District and it is agreed by the parties hereto that the District shall have any and all remedies available to it at law or in equity. Any failure by the Landowner to satisfy a material obligation imposed on the Landowner

herein that is undertaken for the benefit of Landowner or the Property shall be deemed a material breach by Landowner attributed to the Landowner.

16. MICELLANEOUS PROVISIONS

- (a) Time is of the essence in the performance of this Agreement and of each and every term hereof.
- (b) This Agreement shall not be modified or amended except by a recorded instrument executed by the District and the then-current owner(s) of the Property.
- (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements with respect to that subject matter, whether verbal, written or implied, are hereby superseded in their entirety by this Agreement and are of no further force or effect. The parties agree that there are no other warranties or promises, implied or explicit, other than those set forth in the terms of this Agreement.
- (d) This Agreement may be executed by one or more counterparts, and all of the counterparts shall constitute but one and the same agreement, notwithstanding that all parties are not signatory to the same or original counterpart.
- (e) The captions to the paragraphs of this Agreement are inserted for convenience only and shall not affect the intent of this Agreement.
- (f) In the event of any action between the District and Landowner seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, its reasonable costs and expenses, including without limitation actual out of pocket costs and attorneys' fees, all as ordered by the trier of fact. In the event a third party challenges this Agreement or any of the provisions hereof, whether judicially or otherwise, the District and Landowner shall assist one another without cost in connection therewith by providing information and witnesses as reasonably requested. Any costs of defending any such challenge, including out-of-pocket costs and attorneys' fees, shall be borne by Landowner except to the extent such challenge results from the negligence or willful misconduct of the District.
- (g) Notwithstanding any other provision of this Agreement, neither party shall be liable for any failure to perform resulting from any cause outside the reasonable control of that party.
- (h) If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, that provision shall be deemed automatically reformed to be enforceable to the maximum extent legally permissible, and the balance of this Agreement shall be unaffected.
- (i) This Agreement shall be interpreted as if it had been jointly drafted by both parties. Therefore, the normal rule of construction that ambiguities are construed against

the drafter is hereby waived.

Agreement.

•
(j) The parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.
(k) This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a party to this Agreement.
(l) Any waiver of the provisions of this Agreement by the party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of

(m) This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue for any action to interpret or enforce this Agreement shall be proper only in Stanislaus County, California.

the same provision with respect to any other instance or a waiver of any other provision of this

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:Landowner
OAKDALE IRRIGATION DISTRICT
By: President
By:Secretary

CERTIFICATE OF ACKNOWLEDGMENT

the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of <u>Stanislaus</u>	
Onbefore me, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.	that t by
I certify under PENALTY OF PERJURY under the laws of the State of California that foregoing paragraph is true and correct.	: the
WITNESS my hand and official seal	
Signature (Seal)	
CERTIFICATE OF ACKNOWLEDGMENT	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of <u>Stanislaus</u>	
Onbefore me, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.	that t by
I certify under PENALTY OF PERJURY under the laws of the State of California that foregoing paragraph is true and correct.	: the
WITNESS my hand and official seal	
Signature (Seal)	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed

EXHIBIT ALegal Description of Property

ADDITIONAL PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "A" LEGAL DESCRIPTION

LOT 6 as shown on that Parcel Map filed for record in Book 41 of Parcel Maps at Page 75, Stanislaus County Records, situate in Sections 23, 24, 25 & 26, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the south quarter corner of Section 23, Township 1 South, Range 10 East, Mount Diablo Meridian, said point being a point on the west line of the 20.00 foot half width of 28 Mile Road; thence along said west line North 01°31′15″ West 1566.92 feet to the westerly prolongation of the north line of LOT 4 as shown on said Parcel Map; thence along said westerly prolongation and said north line North 88°25′46″ East 1952.00 feet to the northeast corner of said Lot 4; thence along the east line of said Lot 4 South 01°30′19″ East 751.63 feet to the northwest corner of LOT 6 and being the **Point of Beginning**; thence along the boundary of said LOT 6 the following (6) courses:

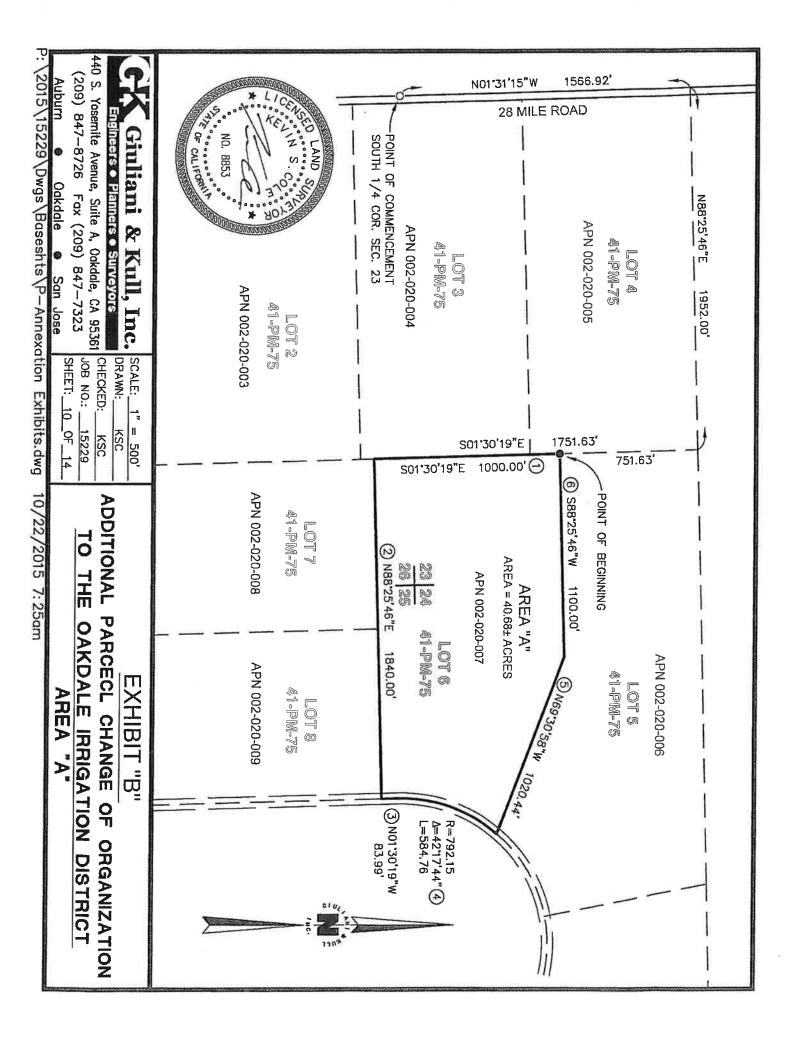
- 1. South 01°30'19" East 1000.00 feet;
- 2. North 88°25'46" East 1840.00 feet;
- 3. North 01°30′19″ West 83.99 feet to the beginning of a tangent curve concave southeasterly having a radius of 792.15 feet;
- 4. Northeasterly 584.76 feet along the arc of said curve through a central angle of 42°17'44";
- 5. North 69°30'58" West 1020.44 feet;
- 6. South 88°25'46" West 1100.00 feet to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 40.68 acres, more or less.



EXHIBIT B

Property Site Map



BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

26

APN:

002-053-021

SUBJECT:

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT (APN: 002-053-021 -

PADDOCK)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Additional Annexation Project (Project) initiated by OID in 2012. That annexation offer was to extend to any and all parcels within OID's sphere of influence upon completion of the Trinitas negotiations. The annexation of those lands would be under the same terms and conditions as offered to Trinitas. See attached Board Minutes of April 2, 2013.

On August 5, 2014, the Board of Directors (Board) adopted Resolution 2014-64, approving the annexation application for the parcel noted above, and thereby initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Additional Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-17, approving the Additional Parcels Change of Organization to the OID, a copy of which is attached. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of the recordation made with the county recorder."

The above noted parcel has been annexed to the OID. The only remaining task left is for the Board to approve the Agreement Establishing Terms and Conditions of Annexation for this land. The Agreement before the Board today is compliant with the Board's direction noted in the April 2, 2013 minutes provided.

OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.
ATTACHMENTS: ➤ Copy of LAFCO Certificate of Completion (See Item Number 25) ➤ Annexation Agreement (See Item Number 25 for entire document)
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: 002-053-021

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into as of this ______ day of _____, 2017, by and between the RANDALL D. PADDOCK 2004 REVOCABLE TRUST DATED FEBRUARY 24, 2004, hereinafter referred to as "Landowner" and the OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California hereinafter referred to as the "District."

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. All of the plantable portions of the Property have developed groundwater supplies sufficient to fully supply the needs of agricultural operations on the land. Thus, all of the plantable portions of the Property are currently planted or are under development regardless of whether the annexation described herein occurs. However, Landowner wishes to obtain a supply of surface water to supplement and preserve its existing groundwater supply. Therefore, the Landowner wishes to annex the Property to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

ADDITIONAL PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "B" LEGAL DESCRIPTION

All that real property being a portion of PARCEL 1 as shown on that Parcel Map filed for record in Book 32 of Parcel Maps at Page 133, Stanislaus County Records, situate in the southwest quarter of Section 36, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

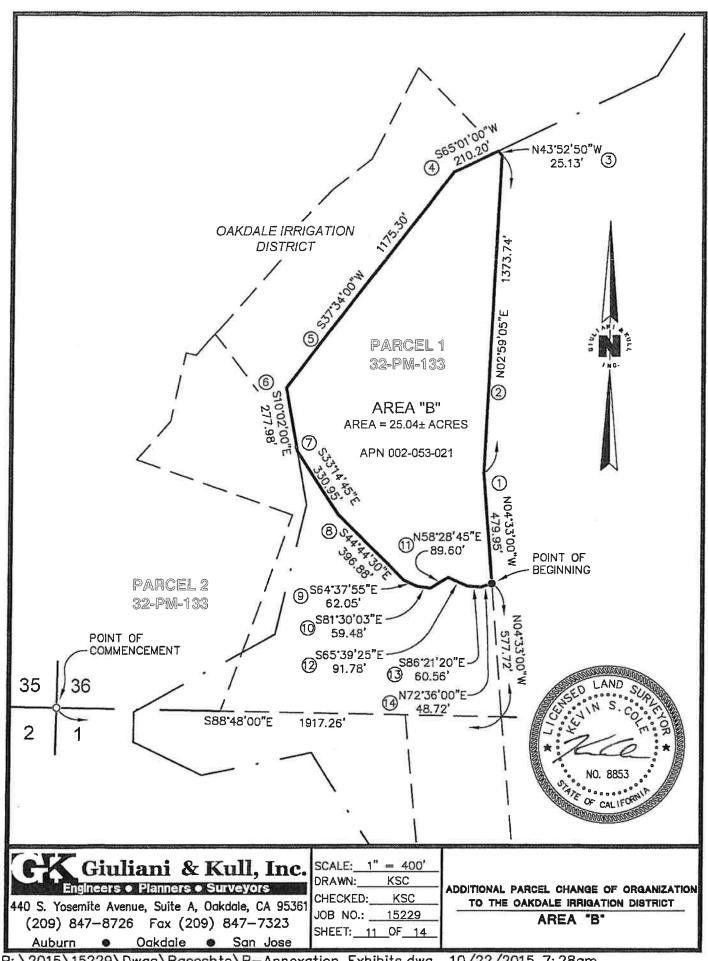
Commencing at the southwest corner of Section 36, Township 1 South, Range 10 East, Mount Diablo Meridian; thence along the south line of said Section 36 South 88°48′00″ East 1917.26 feet to the southeast corner of PARCEL 2 as shown on that Parcel Map filed for record in Book 32 of Parcel Maps at Page 133, Stanislaus County Records; thence along the east line of said PARCEL 2 North 04°33′00″ West 577.72 feet to the southeast corner of PARCEL 1 as shown on said Parcel Map and being the **Point of Beginning**; thence the following (14) courses:

- 1. North 04°33'00" West 479.95 feet along the east line of said PARCEL 1;
- 2. North 02°59'05" East 1373.74 feet along said east line;
- 3. North 43°52′50" West 25.13 feet to the Oakdale Irrigation District (O.I.D.) boundary line;
- 4. South 65°01'00" West 210.20 feet, leaving the east line of said PARCEL 1, along said O.I.D. boundary line;
- 5. South 37°34'00" West 1175.30 feet along said O.I.D. boundary line;
- 6. South 10°02′00" East 277.98 feet along said O.I.D. boundary line to the southwesterly line of said PARCEL 1;
- 7. South 33°14′45″ East 330.95 feet, leaving said O.I.D. boundary line, along said southwesterly line of PARCEL 1;
- 8. South 44°44"30" East 396.88 feet along said southwesterly line;
- 9. South 64°37′55" East 62.05 feet along said southwesterly line;
- 10. South 81°30'03" East 59.48 feet along said southwesterly line;

- 11. North 58°28'45" East 89.60 feet along said southwesterly line;
- 12. South 65°39'25" East 91.78 feet along said southwesterly line;
- 13. South 86°21′20″ East 60.56 feet along said southwesterly line;
- 14. North 72°36′00″ East 48.72 feet along said southwesterly line to the Point of Beginning;

All as shown on attached Exhibit "B" and made a part hereof and containing 25.04 acres, more or less.





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

27

APN:

207-090-02

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT (APN: 207-090-02 -

NARAGHI)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Additional Annexation Project (Project) initiated by OID in 2012. That annexation offer was to extend to any and all parcels within OID's sphere of influence upon completion of the Trinitas negotiations. The annexation of those lands would be under the same terms and conditions as offered to Trinitas. See attached Board Minutes of April 2, 2013.

On August 5, 2014, the Board of Directors (Board) adopted Resolution 2014-64, approving the annexation application for the parcel noted above, and thereby initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Additional Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-17, approving the Additional Parcels Change of Organization to the OID, a copy of which is attached. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of the recordation made with the county recorder."

The above noted parcel has been annexed to the OID. The only remaining task left is for the Board to approve the Agreement Establishing Terms and Conditions of Annexation for this land. The Agreement before the Board today is compliant with the Board's direction noted in the April 2, 2013 minutes provided.

OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.
ATTACHMENTS: ➤ Copy of LAFCO Certificate of Completion (See Item Number 25) ➤ Annexation Agreement (See Item Number 25 for entire document)
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: 207-090-02

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

	THIS AGREEMENT, hereina	after referred to as "Agreement," is made and entered into as
of this	day of	, 2017, by and between WENDELL J. NARAGHI,
hereina	after referred to as "Landowner	" and the OAKDALE IRRIGATION DISTRICT, an irrigation
district	organized and existing under	the laws of the State of California hereinafter referred to as the
"Distri	ct."	

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. All of the plantable portions of the Property have developed groundwater supplies sufficient to fully supply the needs of agricultural operations on the land. Thus, all of the plantable portions of the Property are currently planted or are under development regardless of whether the annexation described herein occurs. However, Landowner wishes to obtain a supply of surface water to supplement and preserve its existing groundwater supply. Therefore, the Landowner wishes to annex the Property to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

ADDITIONAL PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "C" LEGAL DESCRIPTION

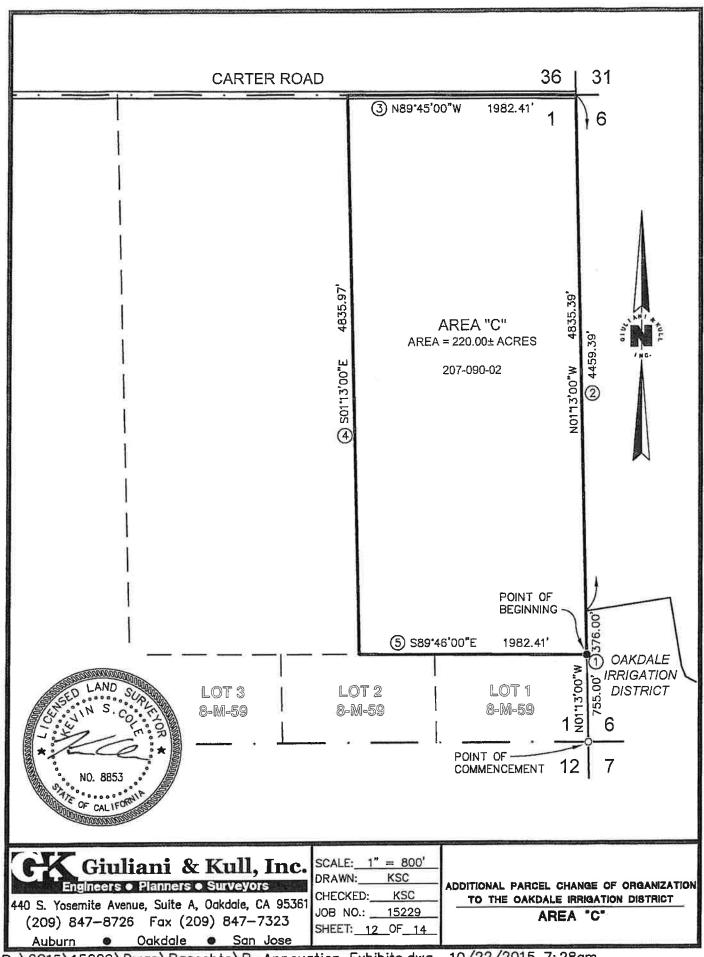
All that real property being a portion of the east half of Section 1, Township 1 South, Range 9 East, Mount Diablo Meridian, San Joaquin County, California, being more particularly described as follows:

Commencing at the southeast corner of Section 1, Township 1 South, Range 9 East, Mount Diablo Meridian and being a point on the existing Oakdale Irrigation District (O.I.D.) boundary; thence along the east line of said Section 1 and said O.I.D. boundary, North 01°13′00″ West 755.00 feet to the northeast corner of LOT 1 of ALMOND ACREAGE as shown on the map thereof filed for record in Book 8 of Maps and Plats at Page 59, San Joaquin County Records, said point being the **Point of Beginning**; thence the following (5) courses:

- 1. North 01°13′00″ West 376.00 feet along the east line of said Section 1 and said O.I.D. boundary to the centerline of Oakdale Irrigation District's Cometa Lateral;
- 2. North 01°13′00″ West 4459.39 feet, leaving said O.I.D. boundary, along the east line of said Section 1 to the northeast corner of said Section 1;
- 3. North 89°45'00" West 1982.41 feet along the north line of said Section 1 to the west line of the east 220.00 acres of the north 440.00 acres of the east half and the east half of the west half of said Section 1;
- 4. South 01°13′00″ East 4835.97 feet along said west line to the north line of said ALMOND ACREAGE as shown on the map thereof;
- 5. South 89°46'00" East 1982.41 feet along said north line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 220.00 acres, more or less.





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

28

APN:

010-072-002

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT (APN: 010-072-002 - A.L. GILBERT)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Additional Annexation Project (Project) initiated by OID in 2012. That annexation offer was to extend to any and all parcels within OID's sphere of influence upon completion of the Trinitas negotiations. The annexation of those lands would be under the same terms and conditions as offered to Trinitas. See attached Board Minutes of April 2, 2013.

On August 5, 2014, the Board of Directors (Board) adopted Resolution 2014-64, approving the annexation application for the parcel noted above, and thereby initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Additional Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-17, approving the Additional Parcels Change of Organization to the OID, a copy of which is attached. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of the recordation made with the county recorder."

The above noted parcel has been annexed to the OID. The only remaining task left is for the Board to approve the Agreement Establishing Terms and Conditions of Annexation for this land. The Agreement before the Board today is compliant with the Board's direction noted in the April 2, 2013 minutes provided.

OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.				
ATTACHMENTS:				
Copy of LAFCO Certificate of Completion (See Item Number 25)				
Annexation Agreement (See Item Number 25 for entire document)				
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: 010-072-002

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

	THIS AGREEMENT, hereina	fter referred to as "Agreement," is made and entered into as
of this	day of	, 2017, by and between the A.L. GILBERT COMPANY,
hereina	after referred to as "Landowner"	and the OAKDALE IRRIGATION DISTRICT, an irrigation
district	organized and existing under the	he laws of the State of California hereinafter referred to as the
"Distri	ct."	2

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. All of the plantable portions of the Property have developed groundwater supplies sufficient to fully supply the needs of agricultural operations on the land. Thus, all of the plantable portions of the Property are currently planted or are under development regardless of whether the annexation described herein occurs. However, Landowner wishes to obtain a supply of surface water to supplement and preserve its existing groundwater supply. Therefore, the Landowner wishes to annex the Property to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

ADDITIONAL PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "D" LEGAL DESCRIPTION

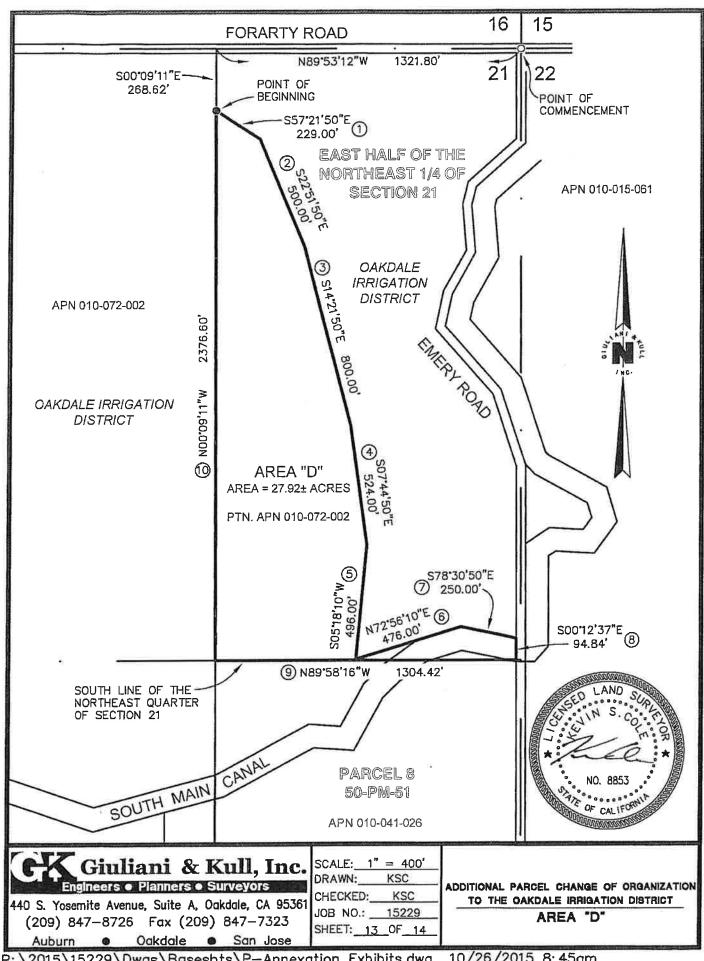
All that real property being a portion of the east half of the northeast quarter of Section 21, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the northeast quarter of Section 21, Township 2 South, Range 11 East, Mount Diablo Meridian; thence along the north line of said Section 21 North 89°53′12″ West 1321.80 feet to the west line of the east half of the northeast quarter of said Section 21; thence along said west line South 00°09′11″ East 268.62 feet to the existing Oakdale Irrigation District (O.I.D.) boundary line and being the **Point of Beginning**; thence the following (10) courses:

- 1. South 57°21'50" East 229.00 feet along said O.I.D. boundary;
- 2. South 22°51′50" East 500.00 feet along said O.I.D. boundary;
- 3. South 14°21'50" East 800.00 feet along said O.I.D. boundary;
- 4. South 07°44′50" East 524.00 feet along said O.I.D. boundary;
- 5. South 05°18′10" West 496.00 feet along said O.I.D. boundary;
- 6. North 72°56′10" East 476.00 feet along said O.I.D. boundary;
- 7. South 78°30′50″ East 250.00 feet along said O.I.D. boundary to the west line of the 20.00 foot half-width of Emery Road;
- 8. South 00°12′37" East 94.84 feet, leaving said O.I.D. boundary, along said west line to the south line of the northeast quarter of Section 21;
- 9. North 89°58′16″ West 1304.42 feet along said south line to the west line of the east half of the northeast quarter of Section 21 and being a point on the existing O.I.D. boundary;
- 10. North 00°09'11" West 2376.60 feet along said west line and said O.l.D. boundary to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 27.92 acres, more or less.





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

APN:

010-015-061

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENT (APN: 010-015-061 -

HOEKSTRA)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Additional Annexation Project (Project) initiated by OID in 2012. That annexation offer was to extend to any and all parcels within OID's sphere of influence upon completion of the Trinitas negotiations. The annexation of those lands would be under the same terms and conditions as offered to Trinitas. See attached Board Minutes of April 2, 2013.

On August 5, 2014, the Board of Directors (Board) adopted Resolution 2014-64, approving the annexation application for the parcel noted above, and thereby initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Additional Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-17, approving the Additional Parcels Change of Organization to the OID, a copy of which is attached. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of the recordation made with the county recorder."

The above noted parcel has been annexed to the OID. The only remaining task left is for the Board to approve the Agreement Establishing Terms and Conditions of Annexation for this land. The Agreement before the Board today is compliant with the Board's direction noted in the April 2, 2013 minutes provided.

OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.
ATTACHMENTS: ➤ Copy of LAFCO Certificate of Completion (See Item Number 25) ➤ Annexation Agreement (See Item Number 25 for entire document)
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: 010-015-061

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into as of this ______ day of ______, 2017, by and between WILLIAM HOEKSTRA, JACK STEVEN HOEKSTRA, KURT WILLIAM HOEKSTRA, ELLEN HOEKSTRA, AND REBECCA HOEKSTRA, hereinafter referred to as "Landowner" and the OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California hereinafter referred to as the "District."

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. All of the plantable portions of the Property have developed groundwater supplies sufficient to fully supply the needs of agricultural operations on the land. Thus, all of the plantable portions of the Property are currently planted or are under development regardless of whether the annexation described herein occurs. However, Landowner wishes to obtain a supply of surface water to supplement and preserve its existing groundwater supply. Therefore, the Landowner wishes to annex the Property to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

ADDITIONAL PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "E" LEGAL DESCRIPTION

All that real property being a portion of the northeast quarter of Section 21, the north half of Section 22 and all of the northwest quarter of Section 23, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

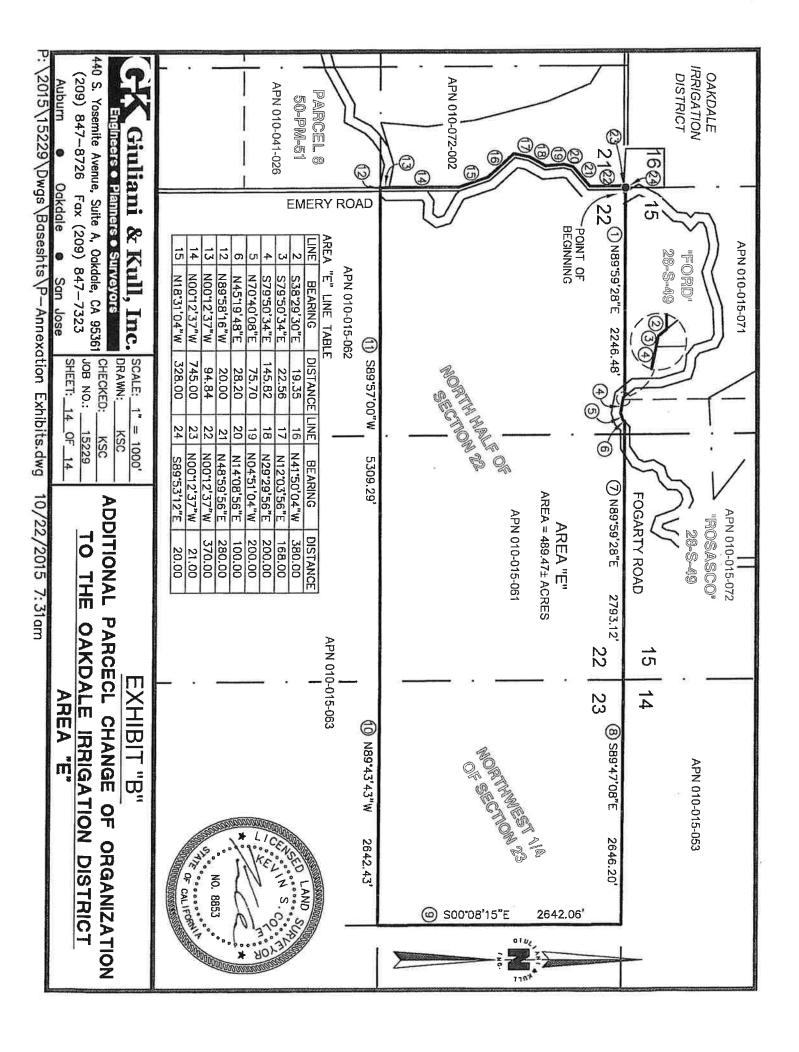
Beginning at the northwest corner of Section 22, Township 2 South, Range 11 East, Mount Diablo Meridian; thence the following (24) course:

- North 89°59′28" East 2246.48 feet along the north line of said Section 22 to the north line the Oakdale Irrigation District (O.I.D.) South Main Canal as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records;
- 2. South 38°29'30" East 19.35 feet along the north line of said O.I.D. South Main Canal;
- 3. South 79°50′34″ East 22.56 feet along said north line to the southeast corner of that parcel labeled "FORD" as shown on said Record of Survey;
- 4. South 79°50'34" East 145.82 feet along said north line;
- 5. North 70°40′08" East 75.70 feet along said north line;
- 6. North 45°19'48" East 28.20 feet along said north line to the north line of said Section 22;
- 7. North 89°59′28" East 2793.12 feet along the north line of said Section 22 to the northeast corner of said Section 22;
- 8. South 89°47'08" East 2646.20 feet along the north line of the northwest quarter of Section 23 to the northeast corner of the northwest quarter of said Section 23;
- 9. South 00°08′15″ East 2642.06 feet along the east line of the northwest quarter of said Section 23 to the southeast corner of the northwest quarter of said Section 23;
- 10. North 89°43′43″ West 2642.43 feet along the south line of the northwest quarter of said Section 23 to the southwest corner of the northwest quarter of said Section 23;

- 11. South 89°57′00″ West 5309.29 feet along the south line of the north half of said Section 22 to the southwest corner of the north half of said Section 22;
- 12. North 89°58′16″ West 20.00 feet along the south line of the northeast quarter of said Section 21 to the west line of the 20.00 foot half width of Emery Road;
- 13. North 00°12′37" West 94.84 feet along said west line to the existing O.I.D. boundary;
- 14. North 00°12′37" West 745.00 feet along said O.I.D. boundary;
- 15. North 18°31'04" West 328.00 feet along said O.I.D. boundary;
- 16. North 41°50'04" West 380.00 feet along said O.I.D. boundary;
- 17. North 12°03'56" East 168.00 feet along said O.I.D. boundary;
- 18. North 29°29'56" East 200.00 feet along said O.I.D. boundary;
- 19. North 04°51'04" West 200.00 feet along said O.I.D. boundary;
- 20. North 14°08'56" East 100.00 feet along said O.l.D. boundary;
- 21. North 48°59'56" East 280.00 feet along said O.I.D. boundary;
- 22. North 00°12′37" West 370.00 feet along said O.I.D. boundary to a point 20.00 feet west and 21.00 feet south of the northeast corner of said Section 21;
- 23. North 00°12′37" West 21.00 feet, leaving said O.I.D. boundary to the north line of the northeast quarter of said Section 21;
- 24. South 89°53'12" East 20.00 feet along said north line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 489.47 acres, more or less.





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

APN:

002-050-003

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ANNEXATION AGREEMENT

(APN: 002-050-003 - DORREPAAL)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Fringe Parcels Annexation Project. The offer of annexation was made to select fringe parcels based primarily on the fact that the acreage had been historically irrigated. Therefore, the water allocated to the Fringe Parcel Annexation was consistent with what had been historically included in OID's water budget for use on those parcels.

On February 7, 2012, the Board of Directors (Board) approved the preliminary Term Sheet for the Fringe Parcel Annexation. On February 19, 2013, the Board adopted Resolution 2013-09, approving the annexation application for the parcel noted above, initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Fringe Parcel Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-16, approving the Fringe Parcels Change of Organization to the OID, a copy of which is attached for review. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization. and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of recordation made with the county recorder".

At this time the Agreement Establishing Terms and Conditions of Annexation of Land into the OID and Establishing Terms and Conditions of Service and Covenant Running with the Land (Annexation Agreement) has been finalized and is being presented for the Board's consideration. OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.
ATTACHMENTS: ➤ Copy of LAFCO Certificate of Completion ➤ Annexation Agreement
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 OF: SARA LYTLE-PINHEY I AFCO EXECUTIVE OFFICER NO FEE

WHEN RECORDED, MAIL TO: NAME: STANISLAUS LAFCO

ADDRESS: 1010 10th STREET, SUITE 3600

TOWN & STATE: MODESTO, CA

ZIP CODE: 95354



Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0076443-00

Monday, OCT 03, 2016 08:52:51

\$0.00 Ttl Pd

Rcpt # 0003873358 JAR/R2/1-19

CERTIFICATE OF COMPLETION

FRINGE PARCELS CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

October 03, 2016 --- 08:52:51

Stanislaus, County Recorder Lee Lundrigan Co Recorder Office

official #16-0076443-00

REDD BY Free Issue

Sub Total fee \$0.00

JAR_RE/1/19



1010 TENTH STREET, 3RD FLOOR MODESTO, CA 95354 PHONE: (209) 525-7660 FAX: (209) 525-7643 www.stanislauslafco.org

DATE:

October 3, 2016

SUBJECT:

CERTIFICATE OF COMPLETION

This CERTIFICATE OF COMPLETION has been prepared and filed pursuant to Section 57200 et. seq. of the California Government Code.

- Name of Proposal: Fringe Parcels Change of Organization to the Oakdale Irrigation
 District
- Name of each district or city for which the Change of Organization was ordered: Oakdale Irrigation District
- 3. Name of each county within which any of such districts or cities are located: Stanislaus
- Type or kind of action ordered for each district or city: Change of Organization consisting of annexation of territory to the Oakdale Irrigation District
- 5. Terms or conditions of the reorganization: See attached Resolution No. 2016-16
- 6. Date of adoption of the resolution ordering the reorganization: August 24, 2016
- 7. Territory involved is uninhabited
- 8. The effective and recording date of the reorganization is: October 3, 2016

Sara Lytle-Pinhey

Executive Officer

Attachments: Resolution No. 2016-16

Map & Legal Description

STANISLAUS COUNTY LOCAL AGENCY **FORMATION COMMISSION**

RESOLUTION

DATE: August 24, 2016

NO. 2016-16

SUBJECT: LAFCO Application No. 2016-03 - Fringe Parcels Change of Organization to the

Oakdale Irrigation District

On the motion of Commissioner Withrow, seconded by Commissioner Dunlop, and approved by the following vote:

Ayes:

Commissioners: Dunlop, Hawn, O'Brien, Van Winkle and Withrow

Noes: Absent: Commissioners: None

Commissioners: Bublak, DeMartini and Gammon

Ineligible:

Commissioners: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

WHEREAS, the Oakdale Irrigation District has requested to annex acreage located within the north and east Oakdale area and within its existing Sphere of Influence;

WHEREAS, the Oakdale Irrigation District adopted a Resolution of Application authorizing the filing of an application for annexation with LAFCO and has submitted information related to its ability to provide services to the area;

WHEREAS, the Commission has conducted a public hearing to consider the proposal on August 24, 2016, and notice of said hearing was given at the time and in the form and manner provided by law:

WHEREAS, the territory is considered uninhabited as it contains less than 12 registered voters;

WHEREAS, the Oakdale Irrigation District, as Lead Agency, prepared and subsequently approved a Negative Declaration for the proposal in compliance with the California Environmental Quality Act (CEQA);

WHEREAS, the majority of acreage within the proposed annexation area is encumbered by Williamson Act Contracts:

WHEREAS, the proposal would not result in the loss of agricultural land, as no development is expected to occur as a result of the annexation; and,

WHEREAS, the Commission has, in evaluating the proposal, considered the report submitted by the Executive Officer, the factors set forth in Government Code Section 56668 and 56668.3, and testimony and evidence presented at the meeting held on August 24, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Commission:

- Certifies, in accordance with CEQA, as a Responsible Agency, that it has considered the Negative Declaration prepared by the Oakdale Irrigation District.
- 2. Determines that: (a) the subject territory is within the Oakdale Irrigation District's Sphere of Influence; (b) approval of the proposal is consistent with all applicable spheres of influence, overall Commission policies and local general plans; (c) there are less than twelve (12) registered voters within the territory and it is considered uninhabited; (d) all the owners of land within the subject territory have given their written consent to the annexation; (e) no subject agencies have submitted written protest to a waiver of protest proceedings; and (f) the proposal is in the interest of the landowners within the territory.
- 3. Approves the proposal subject to the following terms and conditions:
 - a. The applicant shall pay State Board of Equalization fees, pursuant to Government Code Section 54902.5.
 - b. The applicant agrees to defend, hold harmless and indemnify LAFCO and/or its agents, officers and employees from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void or annul LAFCO's action on a proposal or any action relating to or arising out of such approval, and provide for the reimbursement or assumption of all legal costs in connection with that approval.
 - c. In accordance with Government Code Sections 56886(t) and 57330, the subject territory shall be subject to the levying and collection of all previously authorized charges, fees, assessments or taxes of the Oakdale Irrigation District.
 - d. The effective date of the change of organization shall be the date of recordation of the Certificate of Completion.
 - e. The application submitted has been processed as a change of organization consisting of annexation to the Oakdale Irrigation District.
- 4. Designates the proposal as the "Fringe Parcels Change of Organization to the Oakdale Irrigation District".
- Waives the protest proceedings pursuant to Government Code Section 56662(d) and orders the change of organization subject to the requirements of Government Code Section 57200 et. seq.
- Authorizes and directs the Executive Officer to prepare and execute a Certificate of Completion in accordance with Government Code Section 57203, upon receipt of a map and legal description prepared pursuant to the requirements of the State Board of Equalization and accepted to form by the Executive Officer, subject to the specified terms and conditions.

ATTEST:

Sara Lytle-Pinhey
Executive Officer

FRINGE PARCELS ANNEXATION CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "A" LEGAL DESCRIPTION

All that real property being a portion of Section 27, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Beginning at the southwest corner of Section 27, Township 1 South, Range 10 East, Mount Diablo Meridian as shown on that Parcel Map filed for record in Book 26 of Parcel Maps at Page 76, Stanislaus County Records, said point being a point on the existing Oakdale Irrigation District boundary; thence along said Oakdale Irrigation District boundary the following (6) courses:

- NORTH 233.96 feet along the west line of said Section 27;
- 2. North 72°49'33" East 502.60 feet;
- 3. South 11°41'20" East 328.11 feet;
- 4. North 72°55"41" East 848.77 feet;
- 5. South 33°21'31" East 401.20 feet to the south line of Section 27;
- 6. North 89°05′52" West 1578.84 feet along the south line of Section 27 to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 8.37 acres, more or less.



FRINGE PARCELS ANNEXATION CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "B-1" LEGAL DESCRIPTION

All that real property being a portion of LOT 1 as shown on that Record of Survey filed for record in Book 30 of Surveys at Page 94, Stanislaus County Records, situate in the north half of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the northeast corner of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian; thence along the east line of said Section 3, South 00°19′58″ West 409.89 feet to the north line of LOT 1 and LOT 2 as shown on said Record of Survey; thence along said north line North 88°29′19″ West 3377.67 feet to the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (6) courses:

- 1. South 88°29'19" East 1686.20 feet along the north line of said LOT 1 to the east line of said LOT 1:
- 2. South 00°07'10" West 1160.81 feet along said east line to said O.I.D. boundary;
- 3. South 59°53'32" West 161.79 feet along said O.I.D. boundary;
- 4. North 77°36'28" West 700.00 feet along said O.I.D. boundary;
- 5. North 37°06′28″ West 234.00 feet along said O.I.D. boundary to the southwest corner of the northwest quarter of the northeast quarter of said Section 3;
- 6. North 37°06'28" West 1190.71 feet along said O.I.D. to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 33.40 acres, more or less.



FRINGE PARCELS ANNEXATION CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "B-2" LEGAL DESCRIPTION

All that real property being a portion of LOT 1 as shown on that Record of Survey filed for record in Book 30 of Surveys at Page 94, Stanislaus County Records, situate in the north half of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the northeast corner of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian; thence along the east line of said Section 3, South 00°19′58″ West 1341.21 feet to the south line of the north half of the northeast quarter of said Section 3; thence along said south line North 88°28′17″ West 418.56 feet to a point on the northerly line of said LOT 1, said point being a point on the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (17) courses;

- 1. North 88°28'17" West 890.70 feet, leaving the northerly line of said LOT 1, along said O.I.D. boundary;
- 2. South 59°53′32″ West 312.37 feet along said O.I.D. boundary to a point on the northerly line of said LOT 1, said point being a point of cusp of a curve concave northwesterly having a radius of 500.00 feet, a radial line through said point of cusp bears South 45°51′10″ East;
- 3. Northeasterly 142.28 feet, leaving said O.I.D. boundary, along the northerly line of said LOT 1, along the arc of said curve through a central angle 16°18′13″;
- 4. North 27°50′37″ East 72.04 feet along said northerly line to the beginning of a tangent curve concave southeasterly having a radius of 50.00 feet;
- 5. Northerly and easterly 68.87 feet along said northerly line, along the arc of said curve through a central angle of 78°54′52″;
- 6. South 73°14'31" East 106.01 feet along said northerly line to the beginning of a tangent curve concave northerly having a radius of 75.00 feet;
- 7. Easterly 56.76 feet along said northerly line, along the arc of said curve through a central angle of 43°21′42″;
- 8. North 63°24'58" East 265.66 feet along said northerly line;

- 9. North 48°32′40″ East 143.43 feet along said northerly line;
- 10. North 62°55′29″ East 76.60 feet along said northerly line to the beginning of a tangent curve concave northwesterly having a radius of 350.00 feet;
- 11. Northeasterly 136.49 feet along said northerly line, along the arc of said curve through a central angle of 22°20′39″;
- 12. North 40°34′51″ East 138.90 feet along said northerly line to the beginning of a tangent curve concave southerly having a radius of 20.00 feet;
- 13. Northeasterly and southeasterly 43.52 feet along said northerly line, along the arc of said curve through a central angle of 124°40′19";
- 14. South 14°44′50″ East 86.25 feet along said northerly line to the beginning of a tangent curve concave northeasterly having a radius of 150.00 feet;
- 15. Southeasterly 178.25 feet along said northerly line, along the arc of said curve through a central angle of 68°05′17";
- 16. South 82°50'07" East 130.88 feet along said northerly line;
- 17. South 19°42′12" West 280.50 feet along said northerly line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 5.46 acres, more or less.



FRINGE PARCELS ANNEXATION CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "C" LEGAL DESCRIPTION

All that real property being a portion of PARCELS 3, 4, 6, 7 & 8 as shown on that Parcel Map filed for record in Book 47 of Parcel Maps at Page 49, Stanislaus County Records, situate in Sections 25 and 36. Township 1 South, Range 10 East, Mount Diablo Base and Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the south quarter corner of Section 26, Township 1 South, Range 10 East, said point being a point on the west line of the 20.00 foot half width of 28 Mile Road; thence along said west line North 00°10′28″ West 3130.57 feet to the westerly prolongation of the south line of the 20.00 foot half width of Frankenheimer Road; thence along said westerly prolongation and said south line North 89°25′00″ East 5950.92 feet to a point on the existing Oakdale Irrigation District (O.I.D.) boundary; thence along said O.I.D. boundary South 44°09′13″ West 688.20 feet; thence continuing along said O.I.D. boundary South 72°49′13″ West 800.00 feet; thence continuing along said O.I.D. boundary South 18°29′13″ West 200.00 feet; thence continuing along said O.I.D. boundary South 46°30′47″ East 610.00 feet; thence continuing along said O.I.D. boundary South 31°30′47″ East 396.09 feet to the north line of said PARCEL 6 and being the **Point of Beginning**; thence along said north line for the following courseS:

1. North 89°25′00" East 542.43 feet along the north line of said PARCEL 6 to the east line of said PARCEL 6 and being the O.I.D. boundary;

Thence along said O.I.D. boundary line the following (3) courses:

- 2. South 00°35′00″ East 1370.00 feet along said east line to the south line of said PARCEL 5;
- 3. North 89°25'00" East 415.92 feet along said south line;
- 4. North 56°20′56" East 1421.52 feet along said south line to the east line of said PARCEL 4;

Thence leaving said O.I.D. boundary the following (3) courses:

- 5. South 00°14'25" West 2149.11 feet along said east line to the south line of said PARCEL 4;
- 6. South 89°25'35" West 1825.98 feet along said south line to the centerline of the O.I.D. North Main Canal;

7. North 03°53'35" West 414.51 feet along said centerline to said O.I.D. boundary;

Thence along said O.I.D. boundary line the following (13) courses:

- 8. North 60°05'50" East 382.62 feet;
- 9. North 14°39'10" West 560.00 feet;
- 10. South 87°20'50" West 1150.00 feet;
- 11. North 78°24'10" West 450.00 feet;
- 12. North 77°50'16" West 707.37 feet;
- 13. North 23°05'23" West 355.61 feet;
- 14. North 33°32'39" West 684.55 feet to the south line of said PARCEL 7;
- 15. North 70°50′50" East 613.46 feet along said south line;
- 16. North 74°44′13" East 1100.00 feet along said south line to the north line of said PARCEL 6;
- 17. South 50°30'47" East 250.00 feet;
- 18. South 36°45'47" East 615.00 feet;
- 19. North 35°44'13" East 486.00 feet;
- 20. North 31°30'47" West 323.91 feet to the Point of Beginning;

All as shown on attached Exhibit "B" and made a part hereof and containing 143.43 acres, more or less.



FRINGE PARCELS ANNEXATION CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "D" LEGAL DESCRIPTION

All that real property being a portion of LOT 7 of RAWLES HIGHLANDS as shown on the map thereof filed for record in Book 29 of Maps at Page 36, Stanislaus County Records, situate in Section 6, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the centerline intersection of Rawles Road and Eaton Road as shown on said map of RAWLES HIGHLANDS; thence along the centerline of said Rawles Road South 65°00′00″ West 170.44 feet to the Oakdale Irrigation District (O.I.D.) boundary; thence along said O.I.D. boundary North 63°11′00″ West 31.81 feet to the south line of LOT 7 of said RAWLES HIGHLANDS and being the **Point of Beginning**; thence the following (5) courses;

- 1. South 65°00′00″ West 110.38 feet along the south line of said LOT 7 to the beginning of a tangent curve concave southeasterly having a radius of 525.00 feet;
- 2. Southwesterly 257.28 feet, along said south line, along the arc of said curve through a central angle of 28°04′40″ to the centerline of the 60′ O.I.D. Eaton Lateral Easement as shown on said map of RAWLES HIGHLANDS;
- 3. North 38°57′49" West 139.06 feet, along said centerline, to said O.I.D. boundary;
- 4. North 44°34'00" East 275.24 feet along said boundary;
- 5. South 63°11'00" East 215.33 feet along said boundary to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 1.09 acres, more or less.



FRINGE PARCELS ANNEXATION CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "E-1" LEGAL DESCRIPTION

All that real property being a portion of that parcel labeled "FORD" as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records, situate in the west half of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the northwest corner of Section 15, Township 2 South, Range 11 East; thence along the west line of said Section 15 South 00°02′59″ West 1824.00 feet to the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (10) courses:

- 1. North 00°02′59″ East 411.56 feet along the west line of said Section 15 to the south line of the 50.00 foot wide Sierra Railroad;
- 2. South 89°49'46" East 2275.79 feet along said south line to the east line of said parcel labeled "FORD" as shown on that Record of Survey filed for record ion Book 28 of Surveys at Page 49, Stanislaus County Records;
- 3. South 00°01'23" West 2050.67 feet along said east line to said O.I.D. boundary;
- 4. North 51°26'30" West 209.79 feet along said O.I.D. boundary;
- 5. North 41°56′30″ West 900.00 feet along said O.I.D. boundary; to a point on the south line of the southeast quarter of the northwest quarter of Section 15, said point is East along said south line 179.50 feet from the southwest corner of the southeast quarter of the northwest quarter of Section 15;
- 6. North 23°06'30" West 18.00 feet along said O.I.D. boundary;
- 7. North 23°58′59" West 312.57 feet along said O.I.D. boundary;
- 8. North 74°18'59" West 1200.00 feet along said O.I.D. boundary;
- 9. North 45°03'59" West 300.00 feet along said O.I.D. boundary;
- 10. North 52°48′59" West 12.00 feet along said O.I.D. to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 56.37 acres, more or less.



FRINGE PARCELS ANNEXATION CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "E-2" LEGAL DESCRIPTION

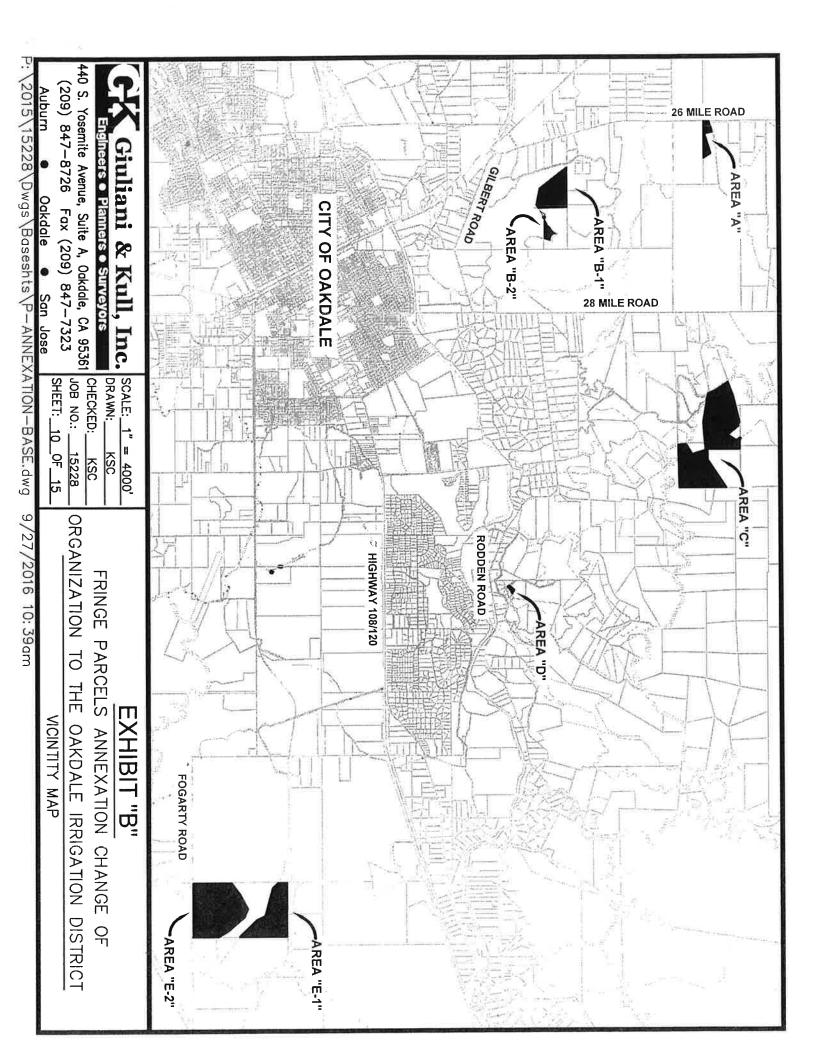
All that real property being a portion of that parcel labeled "FORD" as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records, situate in the west half of Section 15 and the northwest quarter of Section 22, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

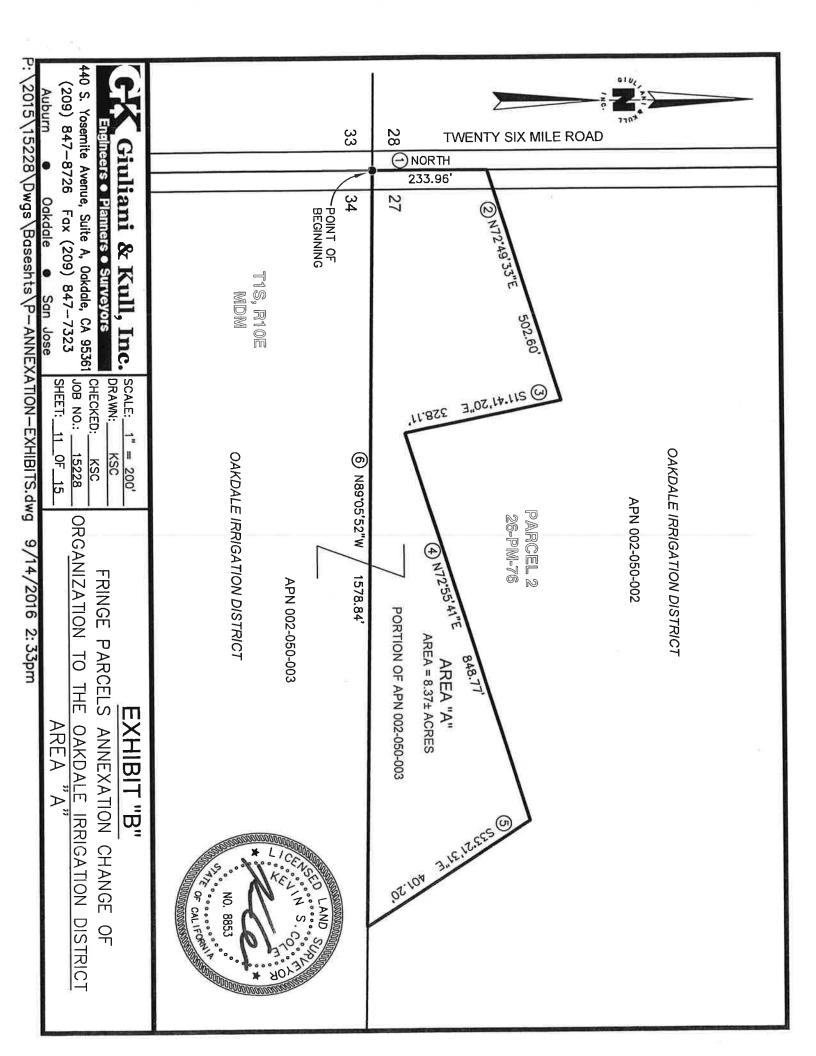
Commencing at the northwest corner of Section 15, Township 2 South, Range 11 East; thence along the west line of said Section 15 South 00°02′59″ West 3717.37 feet to the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (11) courses:

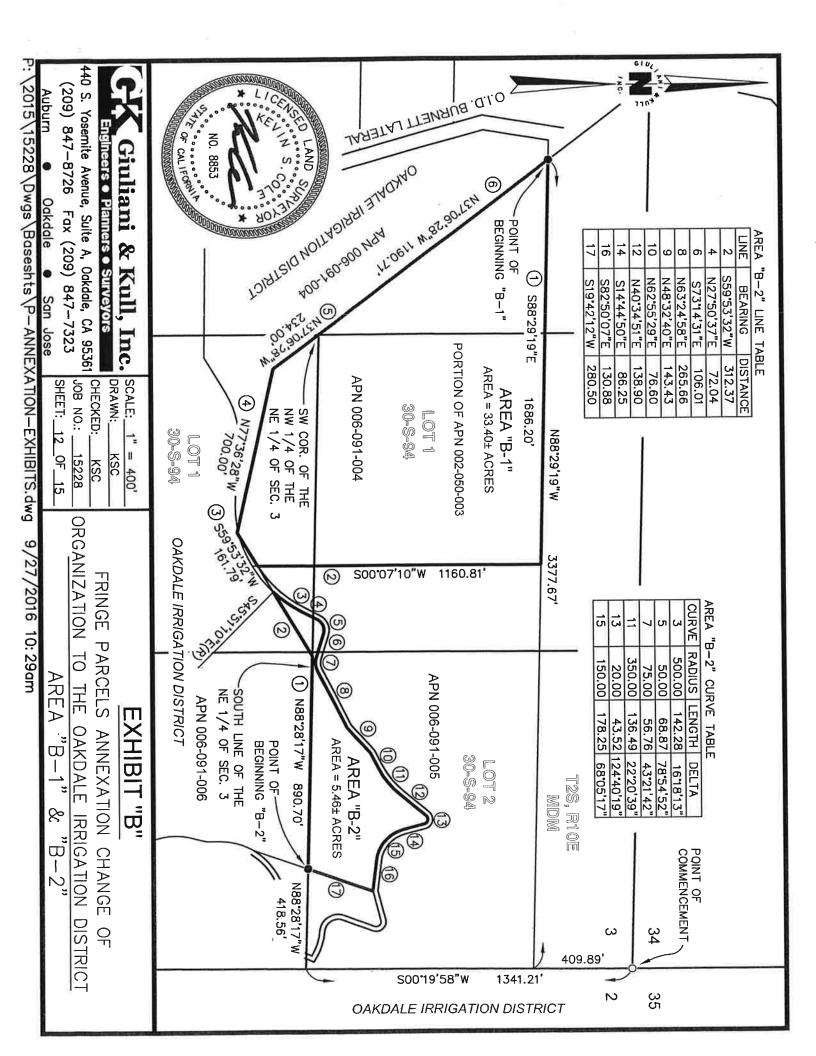
- 1. North 45°28'30" East 578.55 feet along said O.I.D. boundary;
- 2. North 64°23′30" East 700.00 feet along said O.I.D. boundary;
- 3. South 66°26'30" East 400.00 feet along said O.I.D. boundary;
- 4. South 39°11'30" East 900.00 feet along said O.I.D. boundary;
- 5. South 28°41'30" East 600.00 feet along said O.I.D. boundary;
- 6. North 87°03'30" West 11.83 feet along said O.I.D. boundary to the east line of said parcel labeled FORD" as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records;
- 7. South 00°01'23" West 933.39 feet, leaving said O.I.D. boundary, along said east line to the north line of the 100.00 foot wide O.I.D. South Main Canal;
- 8. North 79°50'34" West 22.56 feet along said north line;
- 9. North 38°29'30" West 19.35 feet along said north line to the south line of said Section 15;
- 10. South 89°59′28" West 2246.48 feet along said south line to the southwest corner of said Section 15;
- 11. North 00°02′59" East 1589.50 feet along the west line of said Section 15 to the Point of Beginning.

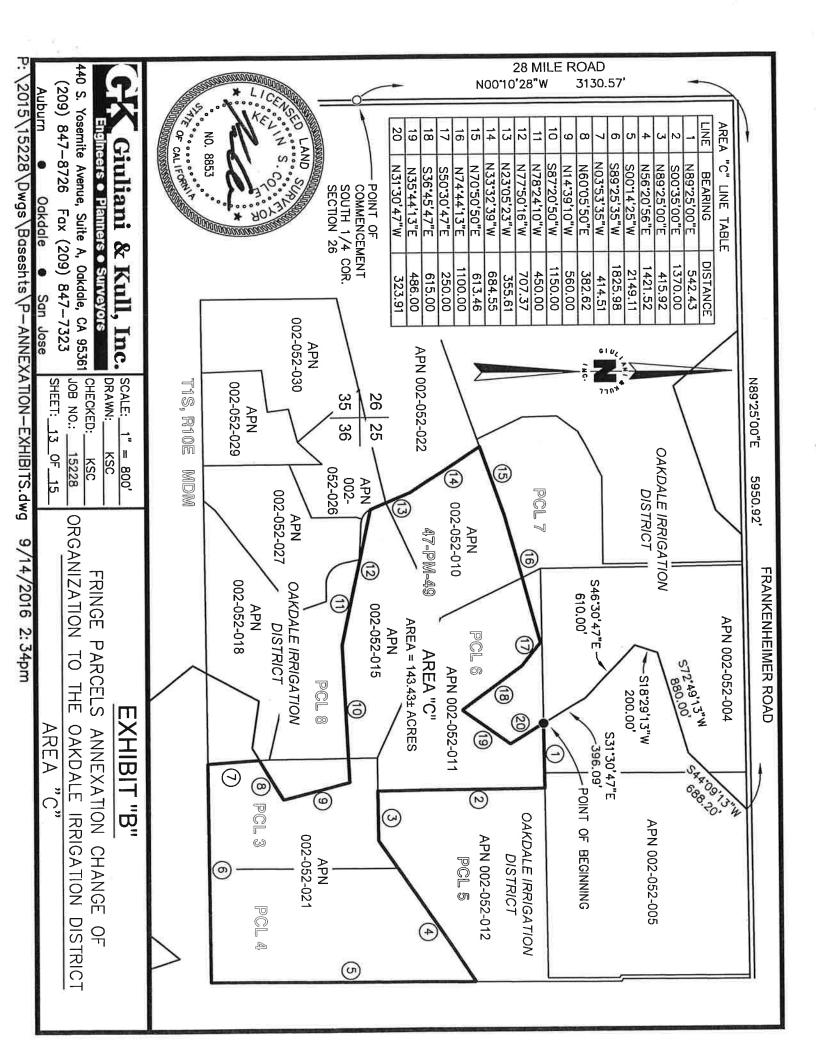
All as shown on attached Exhibit "B" and made a point hereof and containing 98.17 acres, more or less.

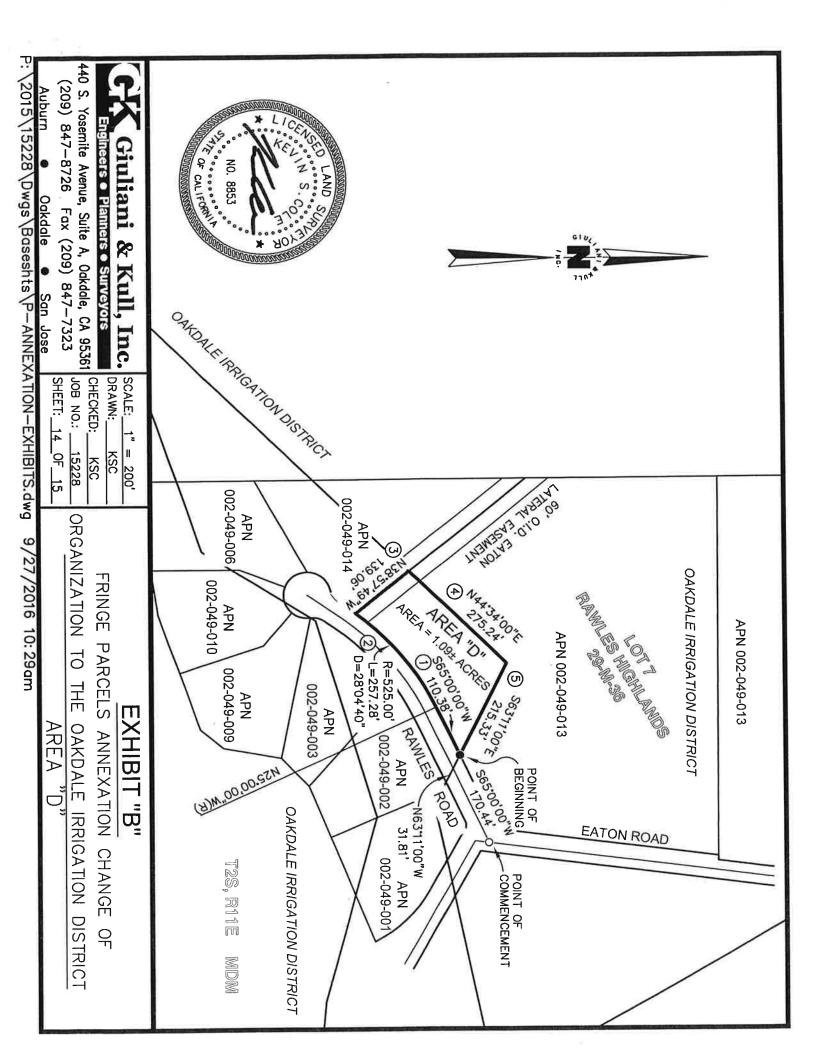


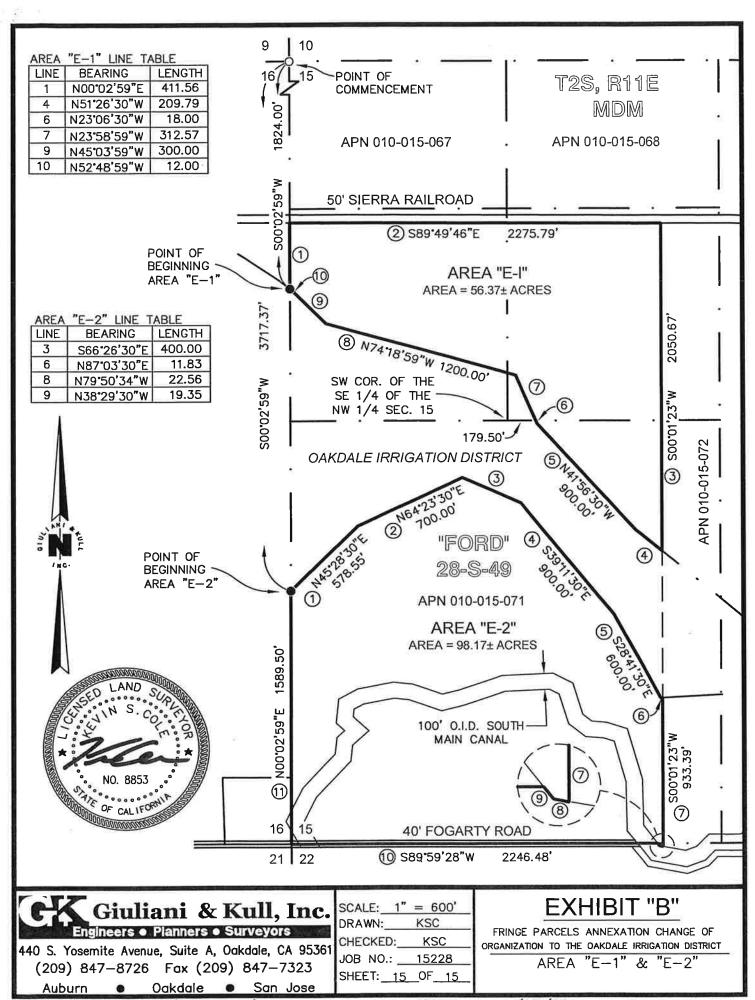












RECORDING REQUESTED BY & WHEN RECORDED RETURN TO:

OAKDALE IRRIGATION DISTRICT 1205 East F Street Oakdale, CA 95361

APN: 002-050-003

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into as of this ______ day of ______, 2017, by and between the DORREPAAL FAMILY TRUST, DATED JUNE 26, 1998, AND DF ALMOND PROPERTIES, LP, hereinafter referred to as "Landowner" and the OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California hereinafter referred to as the "District."

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. The current boundary of the District traverses the Property such that a portion of the Property is in the District and a portion of the Property is out of the District. However, Landowner wishes to obtain a supply of surface water for the entire Property, and therefore wishes to annex the out of District portion to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

AGREEMENT

Landowner and the District agree as follows:

- 1. WARRANTY OF TITLE. Landowner hereby represents and warrants that it is the sole owner of the Property and has full authority to enter into this Agreement.
- 2. PROPERTY SUBJECT TO RULES AND REGULATIONS OF DISTRICT. Except as otherwise expressly provided in this Agreement, and subject to the provisions hereof, and upon recordation of this Agreement: (i) the Property shall be annexed to and included within the District, (ii) the Property shall be entitled to all the benefits and burdens of lands currently within the District's boundaries, (iii) Landowner shall have the same voting rights as all other District landowners and (iv) the Property shall be subject to all rules and regulations, resolutions, policies and procedures of the District as they exist on the date of this Agreement and as they are amended or changed from time to time.

3. WATER SERVICE.

(a) The Property's right to receive water from the District is equal to the rights of other Tier I land within the District as of the effective date of this Agreement. In water short years, water service to the Property will be in accordance with the current District Water Shortage Policy.

4. LIMITATIONS AND REQUIREMENTS OF WATER USE AND SERVICE.

- (a) Water supplied by the District shall be used solely for irrigation purposes and uses directly related to crop production, and shall not be used for any domestic, commercial or industrial purposes except those not requiring potable water that are directly related to crop production.
- (b) Landowner understands that the District's ability to provide water may be diminished should the District become subject to (i) State Water Resources Control Board or judicial decrees, (ii) state or federal legislation, (iii) regulatory, administrative or legal restrictions, and/or (iv) other adverse conditions or factors beyond the District's control (collectively, "Regulatory Restrictions"). Should new Regulatory Restrictions be imposed on the District or its water supply after January 1, 2017 that result in water shortages or other restrictions, such shortages or restrictions shall be ratably apportioned to all lands within the District, including the Property, in accordance with equitable rules and regulations established by the District that proportionately allocate such shortages or restrictions to all lands eligible to receive water service from the District.
- (c) All water delivered to the Landowner based on orders for the Property in accordance with this Agreement shall be used exclusively on the Property except to the extent delivery to other land within the District is consistent with the District's then-current rules, regulations and policies. Landowner may use any water delivered in accordance with this Agreement on the Property. Unless permitted by the District's then-current rules, regulations and

policies, Landowner may not sell, transfer, deliver or convey any water delivered in accordance with this Agreement to any person, party or property for use outside of the boundaries of the District.

- (d) All water supplied by the District to the Property shall be dedicated to reasonable and beneficial use, consistent with California law and District policy.
- (e) The District shall not be responsible for, nor shall it incur any costs in connection with, the provision of any necessary water conservation and/or drainage improvements and/or other facilities on the Property. All irrigation water supplied by the District and applied to the Property and any and all contained, collected, and controlled surface or subsurface drain water shall not result in tail water leaving the Property. This Section 4(e) shall apply only to that water delivered during the irrigation season and shall not preclude water leaving the Property during the non-irrigation season nor to water generated during a storm event. Upon order of the District Board of Directors, Landowner shall install, operate and maintain, at Landowner's sole expense, such reclamation pumping facilities as needed to control irrigation drain water upon the Property consistent with the District's then-current rules, regulations and policies, after delivery of such water by the District. Landowner's use and control of all irrigation and irrigation drain water shall be subject to the "Rules and Regulations for Distribution of Water in the Oakdale Irrigation District." Compliance with this Section 4(e) can be satisfied by the performance of the conditions specified in any agricultural discharge permit issued by District to Landowner.
- (f) Irrigation practices on the Property shall conform to current industry standards, established for the efficient application of irrigation water. Without limiting the foregoing, an irrigation efficiency of seventy percent (70%), as measured by practices prescribed by the District, shall be achieved and maintained on the Property. Failure to achieve such irrigation efficiency shall result in suspension of the District's obligation to supply water to the Landowner for delivery to the Property, and a suspension of the Landowner's right to order water for delivery to the Property, until such irrigation efficiency is attained, and shall further permit the District to initiate any remedy set forth in this Agreement, including detachment.

5. FEES AND CHARGES.

- (a) Commencing with the irrigation season beginning on or about March 1, 2017, the Property shall incur the following fees and charges:
- (i) an annual fixed parcel charge per gross acre as determined annually by the Board of Directors, and
- (ii) a volumetric water charge per acre foot actually delivered by the District to the Landowner in accordance with the rate set annually by the Board of Directors for Tier I users.
- (b) The District shall bill Landowner for the annual fixed parcel charge in accordance with the then-applicable water billing/invoicing policy in place at the District. Currently, invoicing for the upcoming water season is mailed out before the end of November.

Invoices can be paid in two installments and are payable as set by the Board of Directors. If payment is not received prior to the dates established by the Board of Directors, penalties and delinquent fees will be assessed. If delinquencies are not paid pursuant to the then-applicable District policy, water service may be placed on a "do not deliver" status, meaning that no water will be supplied to the Landowner for delivery to the Property and the Landowner's right to order water for delivery to the Property shall be suspended until all applicable balances have been paid in full.

- (c) Facilities have been installed as the point of delivery for receipt of District water by the Landowner on behalf of the Property. The District shall record the volume at such delivery point to determine the quantity of water so delivered to the Property.
- (d) The Landowner will be billed a volumetric water charges as described in Section 5 (a)(ii) based upon the quantity of water delivered to the Property. Late payments may be subject to late payment penalties pursuant to the then-applicable District policy.

6. ANNEXATION FEE.

(a) Landowner shall pay the District an annexation fee of \$2,600 per gross acre of property to be annexed to the District, for an agreed upon total payment of \$21,762. The annexation fee shall become due and payable upon final approval of the annexation by the District Board of Directors and execution of this Agreement. The District will not be responsible to finance the payment of the annexation fee.

7. FACILITIES.

- (a) Landowner is responsible for all costs associated with installation of any facilities necessary to connect the Property to the District's existing water supply and delivery system. Additional points of delivery shall not be permitted only unless expressly approved by the District in writing, which approval shall be subject to the District's sole discretion. Design and construction of such facilities will be at the Landowner's expense and in accordance with OID policy. Upon completion of construction, such facilities shall become the ownership of the District.
- (b) Before such construction begins, and where applicable, the District shall review and approve the design. Once construction is completed, the District shall inspect and approve the construction before water deliveries will be permitted. The review and approval of both the design and construction of such facilities by the District shall not create any liability in the District related to the operation and use of such facilities. Landowner hereby waives any and all claims against the District for injury or damage allegedly attributable its review and approval. Landowner further hereby agrees to indemnify, hold harmless and defend District from and against any and all claims brought by third parties alleging that District's review and approval of the design and/or construction of such facilities caused or contributed to harm or damaged suffered by such third party.

- (c) Landowner shall be solely responsible for obtaining the easements and/or rights of way necessary to convey water to the Property. All such easements and rights of way shall remain in the ownership of Landowner. District shall have the right to access, control, and maintain existing or proposed point(s) of delivery, and to install, integrate, operate and maintain connections between the District's SCADA system and the point(s) of delivery Landowner agrees to indemnify, hold harmless and defend District from and against any and all damages or losses related to the District's access, control or maintenance of the point(s) of delivery, except for any damages or losses caused by the District's negligence or willful misconduct.
- (d) Landowner shall be solely responsible for the design, construction, maintenance, and repair of its water distribution system located on the Property.
- (e) This Agreement supersedes and makes void all other existing written or oral agreements concerning the construction or maintenance by the District of facilities for the benefit of the Landowner or the Property, including but not limited to bridges, fences, ditches and other infrastructure.
- (f) Notwithstanding any other provision of this Agreement, the District shall have no obligation to deliver water to the Landowner for the benefit of the Property unless and until Landowner has complied with all of the actions identified in this Section.
- 8. DIVISION, PARCELING OR SUBDIVISION OF THE PROPERTY. All subdivision or division of the Property shall be subject to the District's "Subdivision Parcel Map Policy" as it may be amended from time to time. Additional points of delivery shall not be permitted unless expressly approved by the District in writing, which approval shall be subject to the District's sole discretion.

9. DISTRICT ACCESS TO PROPERTY

- (a) Landowner shall grant to the District, at no cost to the District, surveyed and recorded "Access Easements" adequate for ingress and egress for workers and equipment on established roadways in order for the District to perform all necessary and required inspection, monitoring and maintenance of District facilities, as well as required meter reading, as may be necessary and reasonable for the delivery of water for irrigation purposes to the Property hereunder.
- (b) Access Easements shall provide the District, its employees, vehicles, and contracts and agents, access to the Property perpetually and at all reasonable times.
- 10. RECORDATION OF AGREEMENT. This Agreement shall be recorded by the District in the Official Records of the County of Stanislaus after the Executive Director of the Stanislaus County Local Agency Formation Commission certifies the annexation of the Property requested by Landowner.
- 11. BINDING ON SUCCESSORS, HEIRS, GRANTEES, AND ASSIGNS. This Agreement, upon recording, shall inure to the benefit of, and be binding upon, the District, and all

successors of the District, and all heirs, successors, grantees and assigns of the Landowner to all or any portion or subdivided parcel of the Property, who shall be deemed to agree and consent to the terms of this Agreement by acceptance of such title or interest in such lands or any part thereof, whether such interest be considered legal or equitable. It is the intent of the parties that this Agreement shall constitute a covenant, both as to the benefits and the burdens, running with the Property and shall be binding on Landowner and all successive owners of the Property, or any portion thereof, for the benefit of the District. The Landowner and the Landowner's successors, heirs, and assigns, shall further, by the act of acceptance of title, have constructive notice of all terms of this Agreement without necessity of showing actual notice of consent to said terms, or showing receipt of a copy of this Agreement. Such successors shall hereafter be estopped from relying upon or contesting the conditions of this Agreement as unlawful, counter to public policy, beyond the legal power or authority of the District, or that they are unenforceable in whole or in part for any reason or cause. In the event there is more than one owner of the Property, the rights and obligations of such parties shall be (to the extent practical and permitted by law) apportioned among them in proportion to their interests (quantified in acreage equivalents) in their respective parcels. Any successor of Landowner shall be deemed to be a "Landowner" under the terms of this Agreement.

- INDEMNITY. The District shall not be responsible for, and Landowner shall 12. defend and indemnify the District and hold the District free and harmless from, all claims, damages, injuries or losses of whatever kind, arising out of the performance of the terms of this Agreement by the District and Landowner ("Claims"); provided, that the District shall be responsible for all Claims to the extent they arise as a result of the District's negligence or willful misconduct. Subject to Section 5(b) of this Agreement, Landowner waives any Claim arising out of any failure to deliver water by virtue of any Regulatory Restriction, including acts assessing penalties or fees or restricting or reducing the quantities of water available to the District, acts of God, acts of nature including drought, or other errors or omissions beyond the reasonable control of the District, including the inability of the District to finance adequate repairs and maintenance of its conveyance system, which inability is caused by lack of revenues and/or inability to finance improvements. Notwithstanding the foregoing, it shall be the District's obligation to use its best efforts to repair and construct any facilities which are unable to provide service, within the financial means of the District, and/or to discontinue service until such time as adequate precipitation and/or other water supply become available to the District.
- 13. NOTICE, CURE AND REMEDIES FOR DEFAULTS. Any default of any provision hereof shall be considered a material breach if it has not been cured within 30 days after written notice of such default has been provided to the breaching party by the non-breaching party; provided, that if the default is not reasonably capable of being cured within such 30-day period, it shall not be deemed to be a material breach if the defaulting party begins good faith efforts to cure the default within such 30-day period. Upon a material breach of this Agreement by or attributed to Landowner, the District, in its sole and exclusive discretion, may elect in the event of such breach to do any or all of the following: (i) discontinue water service to the Landowner for the benefit of the Property in accordance with this Agreement until a substitute agreement, acceptable to the District in its sole discretion, is negotiated and implemented; (ii) petition for the detachment from the District of the Property, upon which petition for detachment the Landowner shall not protest or object, and shall further consent in writing thereto and/or (iii) discontinue service of water

hereunder to the Landowner for the benefit of the Property and/or initiate suit for recovery of all fees, costs and expenses owed to the District that remain unpaid. Any remedy specified hereinabove and provided to the District shall not be deemed to be the sole or exclusive remedy available to the District and it is agreed by the parties hereto that the District shall have any and all remedies available to it at law or in equity. Any failure by the Landowner to satisfy a material obligation imposed on the Landowner herein that is undertaken for the benefit of Landowner or the Property shall be deemed a material breach by Landowner attributed to the Landowner.

14. MICELLANEOUS PROVISIONS

- (a) Time is of the essence in the performance of this Agreement and of each and every term hereof.
- (b) This Agreement shall not be modified or amended except by a recorded instrument executed by the District and the then-current owner(s) of the Property.
- (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements with respect to that subject matter, whether verbal, written or implied, are hereby superseded in their entirety by this Agreement and are of no further force or effect. The parties agree that there are no other warranties or promises, implied or explicit, other than those set forth in the terms of this Agreement.
- (d) This Agreement may be executed by one or more counterparts, and all of the counterparts shall constitute but one and the same agreement, notwithstanding that all parties are not signatory to the same or original counterpart.
- (e) The captions to the paragraphs of this Agreement are inserted for convenience only and shall not affect the intent of this Agreement.
- (f) In the event of any action between the District and Landowner seeking enforcement or interpretation of any of the provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, its reasonable costs and expenses, including without limitation actual out of pocket costs and attorneys' fees, all as ordered by the trier of fact. In the event a third party challenges this Agreement or any of the provisions hereof, whether judicially or otherwise, the District and Landowner shall assist one another without cost in connection therewith by providing information and witnesses as reasonably requested. Any costs of defending any such challenge, including out-of-pocket costs and attorneys' fees, shall be borne by Landowner except to the extent such challenge results from the negligence or willful misconduct of the District.
- (g) Notwithstanding any other provision of this Agreement, neither party shall be liable for any failure to perform resulting from any cause outside the reasonable control of that party.
- (h) If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, that provision shall be deemed automatically reformed

to be enforceable to the maximum extent legally permissible, and the balance of this Agreement shall be unaffected.

- (i) This Agreement shall be interpreted as if it had been jointly drafted by both parties. Therefore, the normal rule of construction that ambiguities are construed against the drafter is hereby waived.
- (j) The parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.
- (k) This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a party to this Agreement.
- (l) Any waiver of the provisions of this Agreement by the party entitled to the benefits thereof as to any instance must be in writing and shall in no event be deemed a waiver of the same provision with respect to any other instance or a waiver of any other provision of this Agreement.
- (m) This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue for any action to interpret or enforce this Agreement shall be proper only in Stanislaus County, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:
OAKDALE IRRIGATION DISTRICT
By:President
By:Secretary

CERTIFICATE OF ACKNOWLEDGMENT

Signature

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 before me On. personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal Signature (Seal) CERTIFICATE OF ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Stanislaus before me ______, On 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

(Seal)

EXHIBIT ALegal Description of Property

FRINGE PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "A" LEGAL DESCRIPTION

All that real property being a portion of Section 27, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

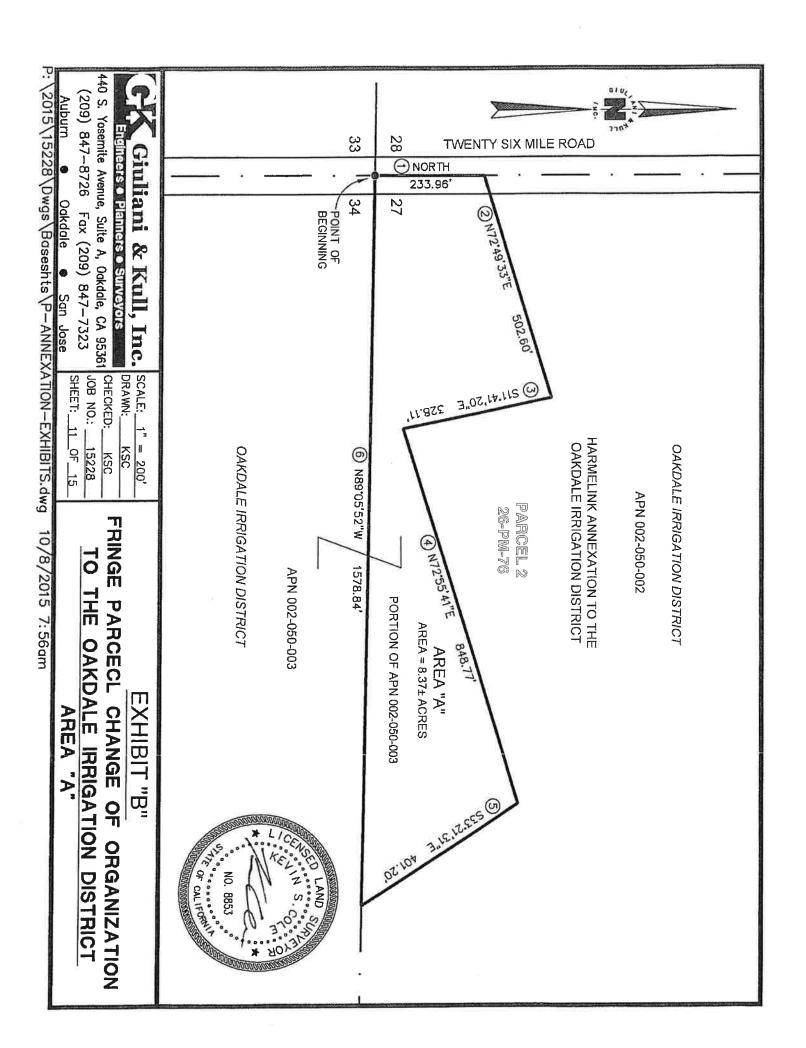
Beginning at the southwest corner of Section 27, Township 1 South, Range 10 East, Mount Diablo Meridian as shown on that Parcel Map filed for record in Book 26 of Parcel Maps at Page 76, Stanislaus County Records, said point being a point on the existing Oakdale Irrigation District boundary; thence along said Oakdale Irrigation District boundary the following (6) courses:

- 1. NORTH 233.96 feet along the west line of said Section 27;
- 2. North 72°49'33" East 502.60 feet;
- 3. South 11°41′20" East 328.11 feet;
- 4. North 72°55"41" East 848.77 feet;
- 5. South 33°21'31" East 401.20 feet to the south line of Section 27;
- 6. North 89°05′52″ West 1578.84 feet along the south line of Section 27 to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 8.37 acres, more or less.



EXHIBIT BProperty Site Map



BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

31

APNS:

006-091-004/006

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ANNEXATION AGREEMENT

(APNS: 006-091-004/006 - BRICHETTO)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Fringe Parcels Annexation Project. The offer of annexation was made to select fringe parcels based primarily on the fact that the acreage had been historically irrigated. Therefore, the water allocated to the Fringe Parcel Annexation was consistent with what had been historically included in OID's water budget for use on those parcels.

On February 7, 2012, the Board of Directors (Board) approved the preliminary Term Sheet for the Fringe Parcel Annexation. On February 19, 2013, the Board adopted Resolution 2013-08, approving the annexation application for the parcel noted above, initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Fringe Parcel Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-16, approving the Fringe Parcels Change of Organization to the OID, a copy of which is attached for review. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of recordation made with the county recorder".

At this time the Agreement Establishing Terms and Conditions of Annexation of Land into the OID and Establishing Terms and Conditions of Service and Covenant Running with the Land (Annexation Agreement) has been finalized and is being presented for the Board's consideration. OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.
ATTACHMENTS:
Copy of LAFCO Certificate of Completion (See Item Number 30)
Annexation Agreement (See Item Number 30 for entire document)
Board Motion:
Motion by: Second by:
Wouldn's 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

APNs: 006-091-004/006

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

	THIS AGREEMENT, h	ereinafter referred to as "Agreement," is made and entered into as
of this	day of	, 2017, by and between the JOHN AND JACQUELINE
		HN M. BRICHETTO, AND JOSEPH BRICHETTO, hereinafter
		the OAKDALE IRRIGATION DISTRICT, an irrigation district
organiz	zed and existing under the	e laws of the State of California hereinafter referred to as the
"Distri	ct."	

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. The current boundary of the District traverses the Property such that a portion of the Property is in the District and a portion of the Property is out of the District. However, Landowner wishes to obtain a supply of surface water for the entire Property, and therefore wishes to annex the out of District portion to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

FRINGE PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "B-1" LEGAL DESCRIPTION

All that real property being a portion of LOT 1 as shown on that Record of Survey filed for record in Book 30 of Surveys at Page 94, Stanislaus County Records, situate in the north half of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the northeast corner of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian; thence along the east line of said Section 3, South 00°19′58″ West 409.89 feet to the north line of LOT 1 and LOT 2 as shown on said Record of Survey; thence along said north line North 88°29′19″ West 3377.67 feet to the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (6) courses:

- 1. South 37°06′28" East 1190.71 feet along said O.I.D. boundary to the southwest corner of the northwest quarter of the northeast quarter of said Section 3;
- 2. South 37°06'28" East 234.00 feet along said O.I.D. boundary;
- 3. South 77°36'28" East 700.00 feet along said O.I.D. boundary;
- 4. North 59°53'32" East 161.79 feet along said O.I.D. boundary to the east line of said LOT 1;
- 5. North 00°07′10″ East 1160.81 feet, leaving said O.I.D. boundary, along said east line to the north line of said Lot 1;
- 6. North 88°29'19" West 1686.20 feet along said north line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 33.40 acres, more or less.



FRINGE PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "B-2" LEGAL DESCRIPTION

All that real property being a portion of LOT 1 as shown on that Record of Survey filed for record in Book 30 of Surveys at Page 94, Stanislaus County Records, situate in the north half of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

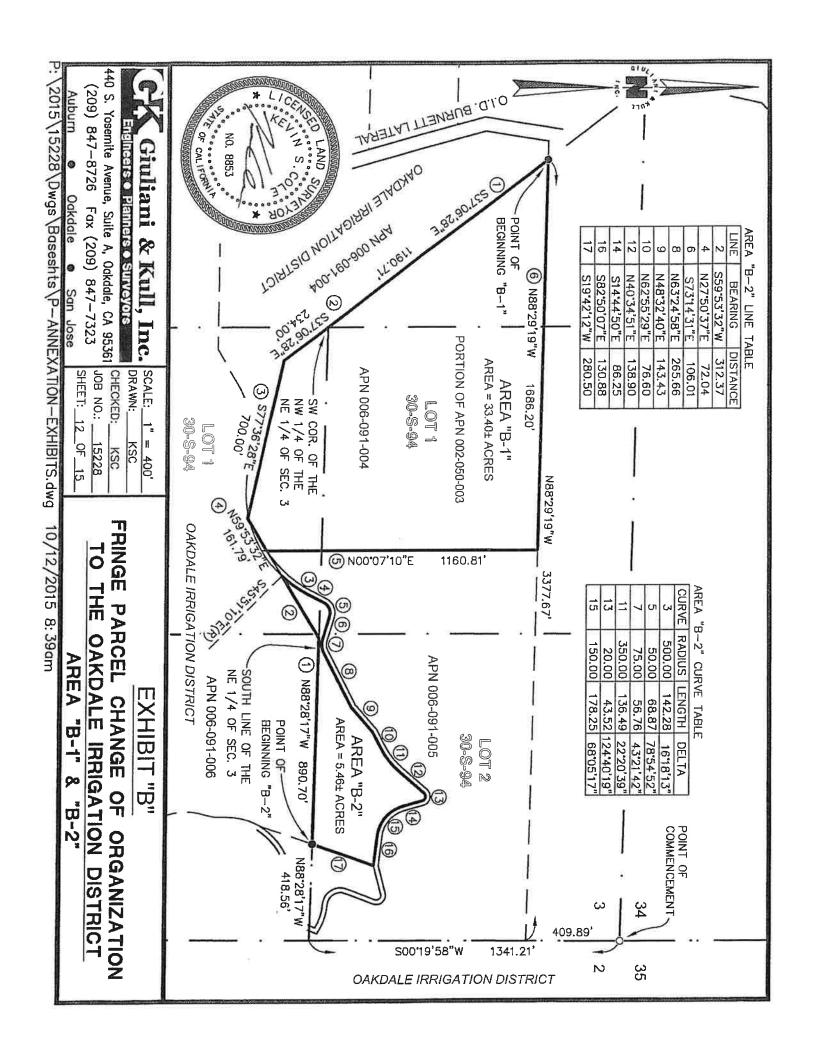
Commencing at the northeast corner of Section 3, Township 2 South, Range 10 East, Mount Diablo Meridian; thence along the east line of said Section 3, South 00°19′58″ West 1341.21 feet to the south line of the north half of the northeast quarter of said Section 3; thence along said south line North 88°28′17″ West 418.56 feet to a point on the northerly line of said LOT 1, said point being a point on the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (17) courses;

- 1. North 88°28′17" West 890.70 feet, leaving the northerly line of said LOT 1, along said O.I.D. boundary;
- 2. South 59°53′32″ West 312.37 feet along said O.I.D. boundary to a point on the northerly line of said LOT 1, said point being a point of cusp of a curve concave northwesterly having a radius of 500.00 feet, a radial line through said point of cusp bears South 45°51′10″ East;
- 3. Northeasterly 142.28 feet, leaving said O.I.D. boundary, along the northerly line of said LOT 1, along the arc of said curve through a central angle 16°18′13";
- 4. North 27°50′37″ East 72.04 feet along said northerly line to the beginning of a tangent curve concave southeasterly having a radius of 50.00 feet;
- 5. Northerly and easterly 68.87 feet along said northerly line, along the arc of said curve through a central angle of 78°54′52";
- 6. South 73°14′31″ East 106.01 feet along said northerly line to the beginning of a tangent curve concave northerly having a radius of 75.00 feet;
- 7. Easterly 56.76 feet along said northerly line, along the arc of said curve through a central angle of 43°21′42″;
- 8. North 63°24'58" East 265.66 feet along said northerly line;

- 9. North 48°32'40" East 143.43 feet along said northerly line;
- 10. North 62°55′29" East 76.60 feet along said northerly line to the beginning of a tangent curve concave northwesterly having a radius of 350.00 feet;
- 11. Northeasterly 136.49 feet along said northerly line, along the arc of said curve through a central angle of 22°20′39″;
- 12. North 40°34′51″ East 138.90 feet along said northerly line to the beginning of a tangent curve concave southerly having a radius of 20.00 feet;
- 13. Northeasterly and southeasterly 43.52 feet along said northerly line, along the arc of said curve through a central angle of 124°40′19″;
- 14. South 14°44′50″ East 86.25 feet along said northerly line to the beginning of a tangent curve concave northeasterly having a radius of 150.00 feet;
- 15. Southeasterly 178.25 feet along said northerly line, along the arc of said curve through a central angle of 68°05′17″;
- 16. South 82°50'07" East 130.88 feet along said northerly line;
- 17. South 19°42'12" West 280.50 feet along said northerly line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 5.46 acres, more or less.





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

32

APNs:

002-052-010/011/015/021

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ANNEXATION AGREEMENT

(APNs: 002-052-010/011/015/021 - VERBURG)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Fringe Parcels Annexation Project. The offer of annexation was made to select fringe parcels based primarily on the fact that the acreage had been historically irrigated. Therefore, the water allocated to the Fringe Parcel Annexation was consistent with what had been historically included in OID's water budget for use on those parcels.

On February 7, 2012, the Board of Directors (Board) approved the preliminary Term Sheet for the Fringe Parcel Annexation. On February 19, 2013, the Board adopted Resolution 2013-12, approving the annexation application for the parcel noted above, initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Fringe Parcel Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-16, approving the Fringe Parcels Change of Organization to the OID, a copy of which is attached for review. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of recordation made with the county recorder".

At this time the Agreement Establishing Terms and Conditions of Annexation of Land into the OID and Establishing Terms and Conditions of Service and Covenant Running with the Land (Annexation Agreement) has been finalized and is being presented for the Board's consideration. OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated of	costs have been paid by the annexation	on applicants.			
ATTACHMENTS: ➤ Copy of LAFCO Certificate of Completion (See Item Number 30) ➤ Annexation Agreement (See Item Number 30 for entire document)					
Board Motion:					
Motion by:	Second by:				
VOTE: Webb (Yes/No) Doornenbal (Yes	s/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

APNs: 002-052-010/011/015/021

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

THI	IS AGREEMENT, here	einafter referred to as "Agreement," is made and entered into as
of this	day of	, 2017, by and between the CARLA VERBURG
SEPARAT	E PROPERTY TRUST	F DATED FEBRUARY 6, 2006, hereinafter referred to as
"Landowne	er" and the OAKDALE	IRRIGATION DISTRICT, an irrigation district organized and
existing und	der the laws of the Stat	e of California hereinafter referred to as the "District."

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. The current boundary of the District traverses the Property such that a portion of the Property is in the District and a portion of the Property is out of the District. However, Landowner wishes to obtain a supply of surface water for the entire Property, and therefore wishes to annex the out of District portion to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

FRINGE PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "C" LEGAL DESCRIPTION

All that real property being a portion of PARCELS 3, 4, 6, 7 & 8 as shown on that Parcel Map filed for record in Book 47 of Parcel Maps at Page 49, Stanislaus County Records, situate in Sections 25 and 36. Township 1 South, Range 10 East, Mount Diablo Base and Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the south quarter corner of Section 26, Township 1 South, Range 10 East, said point being a point on the west line of the 20.00 foot half width of 28 Mile Road; thence along said west line North 00°10′28″ West 3130.57 feet to the westerly prolongation of the south line of the 20.00 foot half width of Frankenheimer Road; thence along said westerly prolongation and said south line North 89°25′00″ East 5950.92 feet to a point on the existing Oakdale Irrigation District (O.I.D.) boundary; thence along said O.I.D. boundary South 44°09′13″ West 688.20 feet; thence continuing along said O.I.D. boundary South 72°49′13″ West 800.00 feet; thence continuing along said O.I.D. boundary South 46°30′47″ East 610.00 feet; thence continuing along said O.I.D. boundary South 46°30′47″ East 610.00 feet; thence continuing along said O.I.D. boundary South 31°30′47″ East 396.09 feet to the north line of said PARCEL 6 and being the **Point of Beginning**; thence continuing along said O.I.D. boundary the following (13) courses:

- 1. South 31°30'47" East 323.91 feet;
- 2. South 35°44′13" West 486.00 feet;
- 3. North 36°45'47" West 615.00 feet;
- 4. North 50°30'47" West 250.00 feet;
- 5. South 74°44'13" West 1100.00 feet;
- 6. South 70°50′50" West 613.46 feet to the west line of said PARCEL 7;
- 7. South 33°32'39" East 684.55 feet along the west line of said PARCEL 7;
- 8. South 23°05'23" East 355.61 feet along the west line of said PARCEL 7 and said PARCEL 8;
- 9. South 77°50'16" East 707.37 feet leaving said west line;

- 10. South 78°24'10" East 450.00 feet;
- 11. North 87°20'50" East 1150.00 feet;
- 12. South 14°39'10" East 560.00 feet;
- 13. South 60°05'50" West 382.62 feet to the centerline of the O.I.D. North Main Canal;

Thence leaving said O.I.D. boundary the following (3) courses:

- 14. South 03°53′35″ East 414.51 feet along the centerline of said O.I.D. North Main Canal to the south line of said PARCELS 3 & 4;
- 15. North 89°25'35" East 1825.98 feet along said south line to the east line of said PARCEL 4;
- 16. North 00°14′25″ East 2149.11 feet along the said east line to the boundary line of said PARCEL 5 and the existing O.I.D. boundary line;

Thence along said O.I.D. boundary line the following (3) courses:

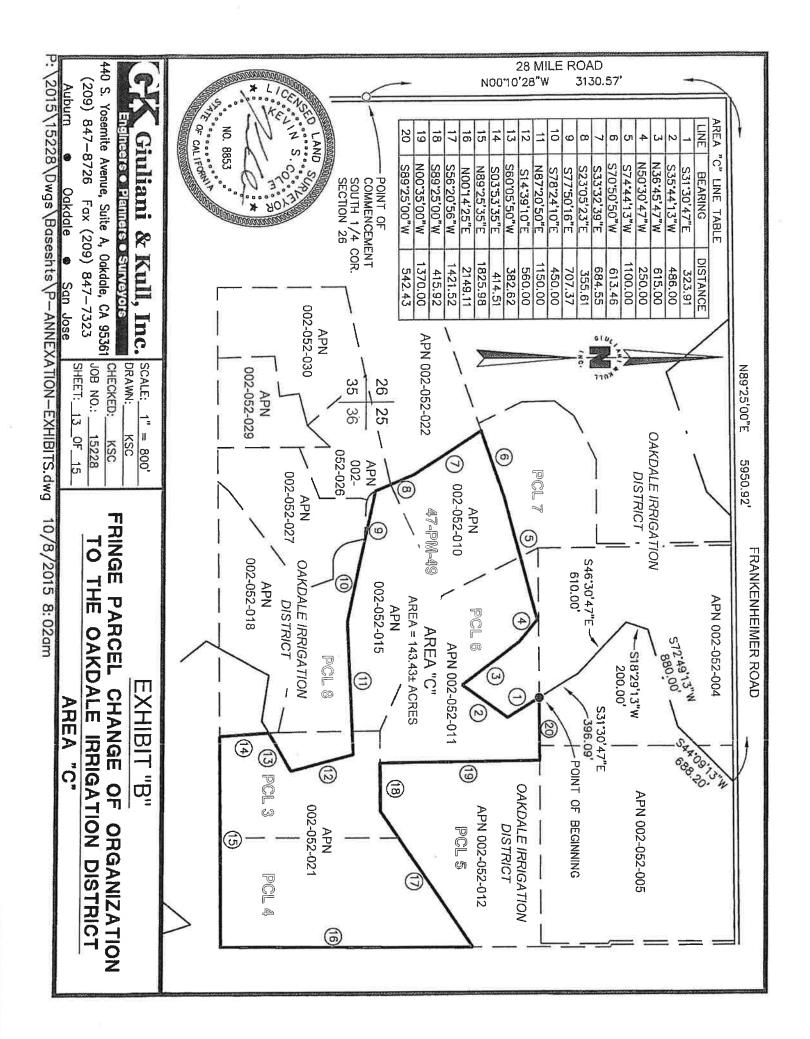
- 17. South 56°20'56" West 1421.52 feet;
- 18. South 89°25'00" West 415.92 feet;
- 19. North 00°35'00" West 1370.00 feet to the north line of said PARCEL 6;

Thence leaving said O.I.D. boundary line:

20. South 89°25'00" West 542.43 feet along the north line of said PARCEL 6 to the Point of Beginning;

All as shown on attached Exhibit "B" and made a part hereof and containing 143.43 acres, more or less.





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

33

APN:

002-049-013

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ANNEXATION AGREEMENT

(APN: 002-049-013 - TRAINA)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Fringe Parcels Annexation Project. The offer of annexation was made to select fringe parcels based primarily on the fact that the acreage had been historically irrigated. Therefore, the water allocated to the Fringe Parcel Annexation was consistent with what had been historically included in OID's water budget for use on those parcels.

On February 7, 2012, the Board of Directors (Board) approved the preliminary Term Sheet for the Fringe Parcel Annexation. On February 19, 2013, the Board adopted Resolution 2013-11, approving the annexation application for the parcel noted above, initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Fringe Parcel Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-16, approving the Fringe Parcels Change of Organization to the OID, a copy of which is attached for review. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of recordation made with the county recorder".

At this time the Agreement Establishing Terms and Conditions of Annexation of Land into the OID and Establishing Terms and Conditions of Service and Covenant Running with the Land (Annexation Agreement) has been finalized and is being presented for the Board's consideration. OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.
ATTACHMENTS: ➤ Copy of LAFCO Certificate of Completion (See Item Number 30) ➤ Annexation Agreement (See Item Number 30 for entire document)
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: 002-049-013

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

	THIS AGREEMEN	Γ , hereinafter referred to as "Agreement," is made and entered into as
of this	day of	, 2017, by and between JOSEPH TRAINA, hereinafter
referre	d to as "Landowner"	and the OAKDALE IRRIGATION DISTRICT, an irrigation district
organiz	zed and existing unde	r the laws of the State of California hereinafter referred to as the
"Distri	ct."	

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. The current boundary of the District traverses the Property such that a portion of the Property is in the District and a portion of the Property is out of the District. However, Landowner wishes to obtain a supply of surface water for the entire Property, and therefore wishes to annex the out of District portion to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

EXHIBIT "A"

FRINGE PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "D" LEGAL DESCRIPTION

All that real property being a portion of LOT 7 of RAWLES HIGHLANDS as shown on the map thereof filed for record in Book 29 of Maps at Page 36, Stanislaus County Records, situate in Section 6, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

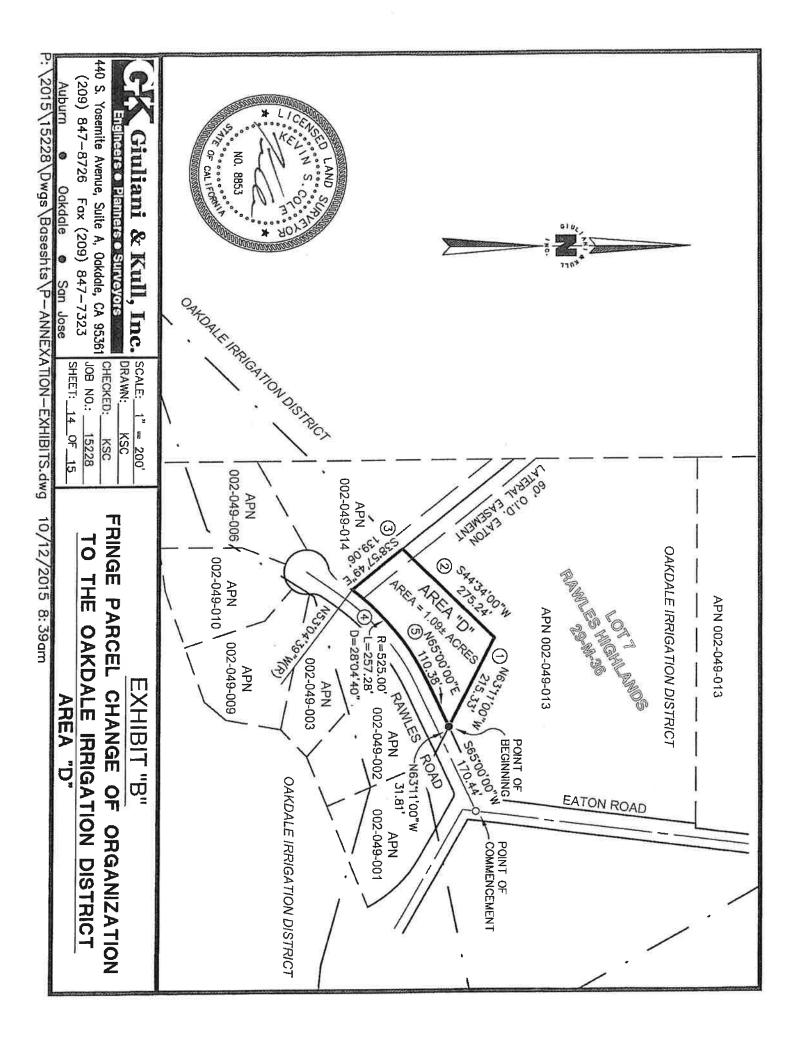
Commencing at the centerline intersection of Rawles Road and Eaton Road as shown on said map of RAWLES HIGHLANDS; thence along the centerline of said Rawles Road South 65°00′00″ West 170.44 feet to the Oakdale Irrigation District (O.I.D.) boundary; thence along said O.I.D. boundary North 63°11′00″ West 31.81 feet to the south line of LOT 7 of said RAWLES HIGHLANDS and being the **Point of Beginning**; thence the following (5) courses;

- 1. North 63°11′00" West 215.33 feet along said O.I.D. boundary;
- 2. South 44°34′00" West 275.24 feet along said O.I.D. boundary to the centerline of the 60′ O.I.D. Eaton Lateral Easement as shown on said map of RAWLES HIGHLANDS;
- 3. South 38°57'49" East 139.06 feet, leaving said O.I.D. boundary, along said centerline, to the south line of said LOT 7, said point being a point of cusp of a curve concave southeasterly having a radius of 525.00 feet, a radial line through said point of cusp bears North 53°03'39" West;
- 4. Northeasterly 257.28 feet, along said south line, along the arc of said curve through a central angle of 28°04'40";
- 5. North 65°00'00" East 110.38 feet along said south line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 1.09 acres, more or less.

END DESCRIPTION





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

34

APN:

010-015-071

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO THE OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ANNEXATION AGREEMENT

(APN: 010-015-071 - HOEKSTRA)

RECOMMENDED ACTION: Approve and Authorize General Manager to Execute Annexation

Agreement

BACKGROUND AND/OR HISTORY:

The parcel noted above is part of the Fringe Parcels Annexation Project. The offer of annexation was made to select fringe parcels based primarily on the fact that the acreage had been historically irrigated. Therefore, the water allocated to the Fringe Parcel Annexation was consistent with what had been historically included in OID's water budget for use on those parcels.

On February 7, 2012, the Board of Directors (Board) approved the preliminary Term Sheet for the Fringe Parcel Annexation. On February 19, 2013, the Board adopted Resolution 2013-10, approving the annexation application for the parcel noted above, initiating the process by which the parcel would be annexed into the OID. As the lead agency, OID completed the CEQA process for the Fringe Parcel Annexation Project and a Negative Declaration was filed on July 8, 2015. On August 24, 2016, the Stanislaus Local Agency Formation Commission (LAFCO) adopted Resolution No. 2016-16, approving the Fringe Parcels Change of Organization to the OID, a copy of which is attached for review. As part of the LAFCO approval process, the new boundaries were submitted to the State Board of Equalization, and the Certificate of Completion was recorded on October 3, 2016. In accordance with Government Code Section 57202(c), "the effective date of a change of organization or reorganization shall be the date of recordation made with the county recorder".

At this time the Agreement Establishing Terms and Conditions of Annexation of Land into the OID and Establishing Terms and Conditions of Service and Covenant Running with the Land (Annexation Agreement) has been finalized and is being presented for the Board's consideration. OID staff recommends the Board approve the Annexation Agreement as drafted, and that the General Manager be authorized to execute the Annexation Agreement with the landowner upon approval. OID staff will be available to answer any questions the Board may have.

FISCAL IMPACT: All associated costs have been paid by the annexation applicants.
ATTACHMENTS: ➤ Copy of LAFCO Certificate of Completion (See Item Number 30) ➤ Annexation Agreement (See Item Number 30 for entire document)
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: 010-015-071

AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF ANNEXATION OF LAND INTO OAKDALE IRRIGATION DISTRICT AND ESTABLISHING TERMS AND CONDITIONS OF SERVICE AND COVENANT RUNNING WITH THE LAND

		ter referred to as "Agreement," is made and entered into as
of this	day of	, 2017, by and between WILLIAM HOEKSTRA, JACK
STEVE	EN HOEKSTRA, KURT WILLI	AM HOEKSTRA, ELLEN HOEKSTRA, AND REBECCA
HOEK	STRA, hereinafter referred to as	"Landowner" and the OAKDALE IRRIGATION
DISTR	ICT, an irrigation district organi	zed and existing under the laws of the State of California
hereina	after referred to as the "District."	

RECITALS

- A. Landowner is the owner of real property hereinafter referred to as the "Property," described in Exhibit A: Legal Description and depicted in Exhibit B: Site Map, attached hereto and incorporated by reference herein. The Property is agricultural land.
- B. The current boundary of the District traverses the Property such that a portion of the Property is in the District and a portion of the Property is out of the District. However, Landowner wishes to obtain a supply of surface water for the entire Property, and therefore wishes to annex the out of District portion to the District in order to receive a surface water supply from the District.
- C. The District has fully considered all potential environmental impacts of the proposed annexation and has concluded that no impacts will occur. Consequently, the District adopted a negative declaration under the California Environmental Quality Act on July 7, 2015 relating to the proposed annexation (the "Negative Declaration").
- D. Landowner has formally requested that the District annex the Property, and the District has petitioned the Local Agency Formation Commission ("LAFCO"), of the County of Stanislaus County to authorize and approve the annexation of the Property into the District. The annexation was approved by LAFCO on August 24, 2016.

EXHIBIT "A"

FRINGE PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "E-1" LEGAL DESCRIPTION

All that real property being a portion of that parcel labeled "FORD" as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records, situate in the west half of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at the northwest corner of Section 15, Township 2 South, Range 11 East; thence along the west line of said Section 15 South 00°02′59″ West 1824.00 feet to the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (10) courses:

- 1. South 52°48'59" East 12.00 feet along said O.I.D. boundary;
- 2. South 45°03'59" East 300.00 feet along said O.I.D. boundary;
- 3. South 74°18'59" East 1200.00 feet along said O.I.D. boundary;
- 4. South 23°58′59″ East 312.57 feet along said O.I.D. boundary to a point on the south line of the southeast quarter of the northwest quarter of Section 15, said point is East along said south line 179.50 feet from the southwest corner of the southeast quarter of the northwest quarter of Section 15;
- 5. South 23°06'30" East 18.00 feet along said O.I.D. boundary;
- 6. South 41°56'30" East 900.00 feet along said O.I.D. boundary;
- 7. South 51°26'30" East 209.79 feet along said O.I.D. boundary to the east line of said parcel labeled "FORD" as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49. Stanislaus County Records;
- 8. North 00°01′23″ East 2050.67 feet, leaving said O.I.D. boundary, along said east line to the south line of the 50.00 foot wide Sierra Railroad;
- 9. North 89°49'46" West 2275.79 feet along said south line to the west line of said Section 15;
- 10. South 00°02′59" West 411.56 feet along said west line to the Point of Beginning.

All as shown on attached Exhibit "B" and made a part hereof and containing 56.37 acres, more or less.

END DESCRIPTION



EXHIBIT "A"

FRINGE PARCEL CHANGE OF ORGANIZATION TO THE OAKDALE IRRIGATION DISTRICT

AREA "E-2" LEGAL DESCRIPTION

All that real property being a portion of that parcel labeled "FORD" as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records, situate in the west half of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

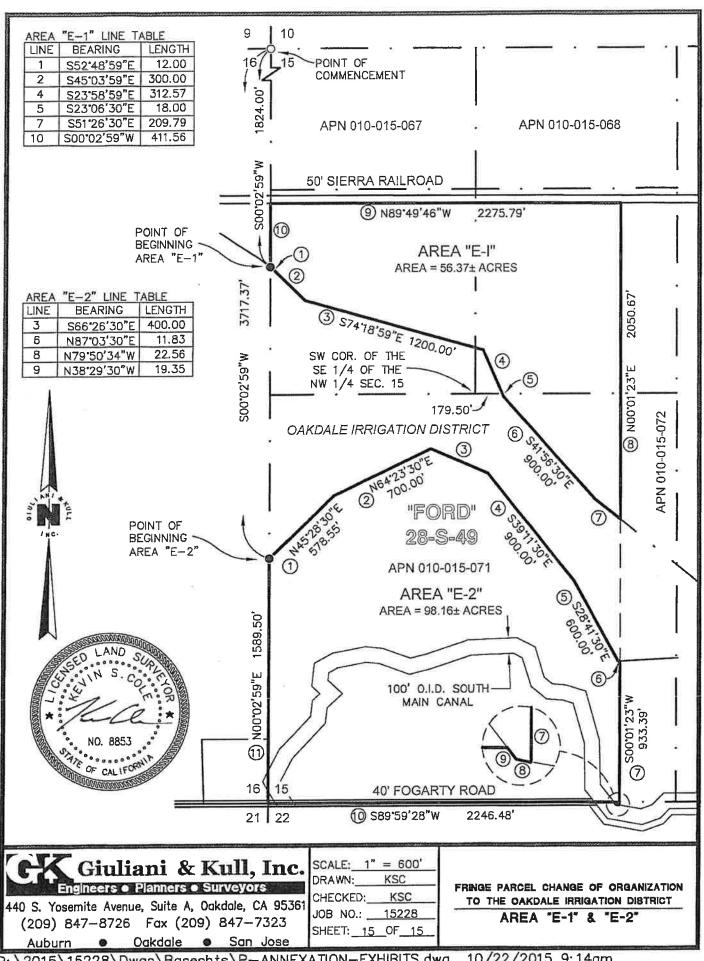
Commencing at the northwest corner of Section 15, Township 2 South, Range 11 East; thence along the west line of said Section 15 South 00°02′59″ West 3717.37 feet to the existing Oakdale Irrigation District (O.I.D.) boundary and being the **Point of Beginning**; thence the following (11) courses:

- 1. North 45°28′30″ East 578.55 feet along said O.I.D. boundary;
- 2. North 64°23'30" East 700.00 feet along said O.I.D. boundary;
- 3. South 66°26'30" East 400.00 feet along said O.I.D. boundary;
- 4. South 39°11'30" East 900.00 feet along said O.I.D. boundary;
- 5. South 28°41'30" East 600.00 feet along said O.I.D. boundary;
- North 87°03'30" West 11.83 feet along said O.I.D. boundary to the east line of said parcel labeled FORD" as shown on that Record of Survey filed for record in Book 28 of Surveys at Page 49, Stanislaus County Records;
- 7. South 00°01′23″ West 933.39 feet, leaving said O.I.D. boundary, along said east line to the north line of the 100.00 foot wide O.I.D. South Main Canal;
- 8. North 79°50'34" West 22.56 feet along said north line;
- 9. North 38°29'30" West 19.35 feet along said north line to the south line of said Section 15;
- 10. South 89°59′28″ West 2246.48 feet along said south line to the southwest corner of said Section 15:
- 11. North 00°02′59" East 1589.50 feet along the west line of said Section 15 to the Point of Beginning.

All as shown on attached Exhibit "B" and made a point hereof and containing 98.11 acres, more or less.

END DESCRIPTION





BOARD AGENDA REPORT

Date:

June 6, 2017

Item Number:

35

APN:

N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON THE RE-SCHEDULING OF THE

SECOND BOARD MEETING OF THE MONTH

RECOMMENDED ACTION: Staff has no recommendation

BACKGROUND AND/OR HISTORY:

On June 7, 2016, the Board unanimously agreed to hold the second Board Meeting of the month in the evening at 6:00 p.m. rather than 9:00 a.m.

On June 21, 2016 by a 3-2 vote, the Board changed the second Board Meeting of the month to Wednesday evening, at 6:00 p.m. to accommodate the needs of the local paper serving Oakdale.

A request was made by Director Altieri to move the second Board meeting of the month back to Tuesday, morning or evening. Thereafter, on January 3, 2017 the Board unanimously agreed to change the second Board Meeting of the month to Tuesday evening, at 6:00 p.m.

Director Webb has requested that this item be placed back on the agenda to request that the Board move the second Board meeting of the month back to Tuesday morning at 9:00 a.m..

FISCAL IMPACT: None

ATTACHMENTS: None

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:

R	ΩI	1R	D	Δ	GE	N	D	Δ	R	F	P	\mathbf{O}	B.	T
\mathbf{L}		717		-			_,	~	•		•	_		

Date:

June 6, 2017

Item Number:

36

APN:

N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE BOARD MEETINGS

SCHEDULED FOR JULY 4, 2017 AND JULY 18, 2017 AND HOLD ONE SPECIAL

BOARD MEETING ON JULY 11, 2017

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

The Fourth of July holiday is an annual holiday that is observed by the Oakdale Irrigation District. This year the holiday falls on a regularly scheduled Board Meeting date.

It is recommended by staff that this meeting be cancelled and a Special Board Meeting be held on Tuesday, July 11, 2017. Also, due to the fact that the next Board Meeting would be held the following week on July 18, 2017, it is recommended that this Board Meeting be cancelled.

The next Board Meeting would be held on a regularly scheduled date of August 1, 2017.

FISCAL IMPACT: None

ATTACHMENTS: None

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:



DISCUSSION ITEMS

BOARD MEETING OF JUNE 6, 2017

DISCUSSION ITEM

Date:

June 6, 2017

Item Number:

37

APN:

N/A

DISCUSSION ON 2017 IRRIGATION SEASON WATER BUDGET AND
GROUNDWATER LEVELS WITHIN THE OAKDALE IRRIGATION DISTRICT

BACKGROUND AND DISCUSSION:

Staff will give an update on the currer	it irrigation seaso	on water budg	et and	groundwater	levels	withir
the Oakdale Irrigation District.						

ATTACHMENTS:		
Board Comments:		

Oakdale Irrigation District 2017 Water Budget Tracking Sheet Thru May 2017

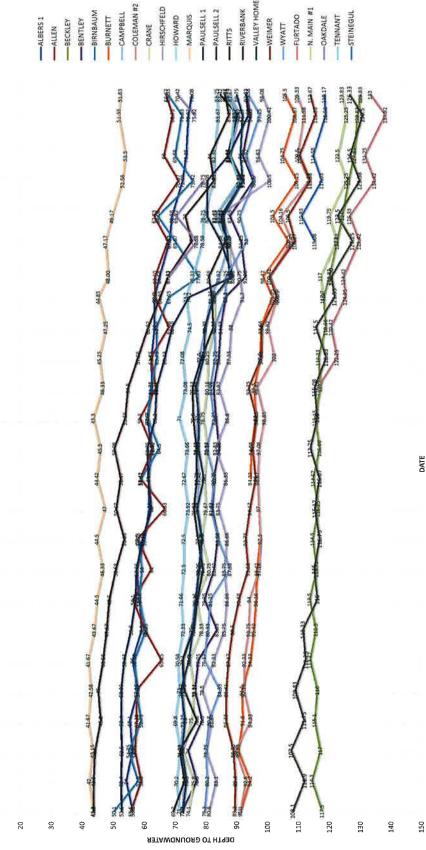
Tri-Dam Diversions	Actual (15/16 yr),	Actual (16/17 yr), Historical Avg. 2 Yr. to Yr. Diff.	Historical Avg.2	Yr. to Yr. Diff.
October (previous year)	4,368	12,981	10,557	8,613
March	2,026	1,009	4,932	(1,017)
April	12,857	6,861	21,959	(966'5)
May	28,180	32,006	38,174	3,826
June	34,462		40,776	
γinC	40,129		48,228	
August	35,274		46,219	
September	26,400		34,947	
Total Use	183,696	52,857	245,792	5,426
Total District Use After Adjustments Due To Joint Main Gage Error	185,070	53,172		

As of May 31, 2017	Acre Feet
2017 Allocation (w/ formula and conservation account water)	300,000
October 1, 2016 thru May 30, 2017 water use	52,857
Estimated June 1st thru October 1st water use (Based on Tri-Dam historical avg)	170,170
Total projected water use October 1st to September 30th (Based on Tri-Dam historical avg)	223,027
OID water lost to Federal Government on September 30, 2017	76,973

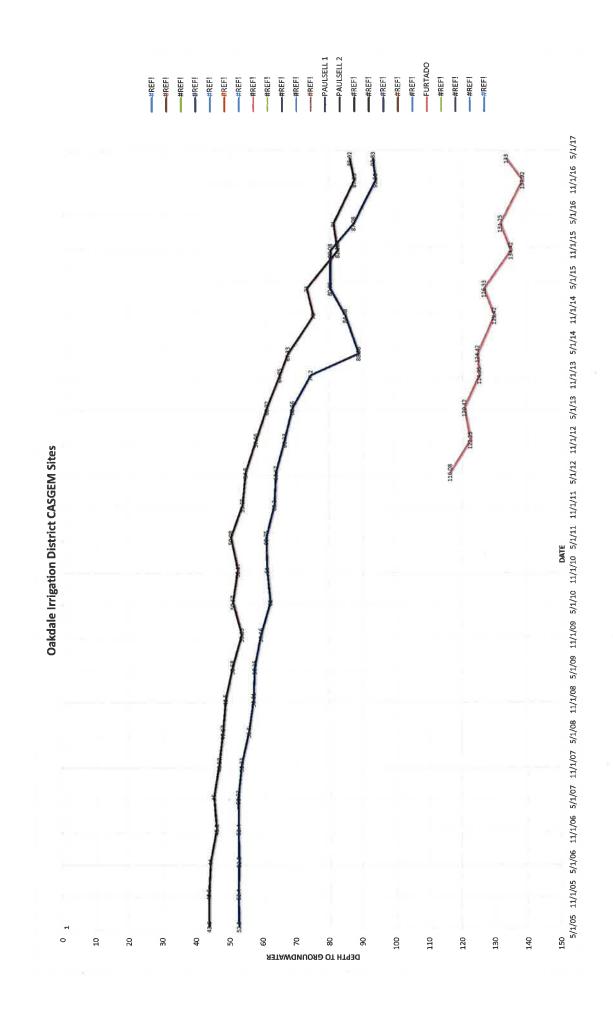
Evapotranspiration (inches)	2016	2017	Yr. to Yr. Diff.	Avg. E
October (15, 16 respectively and a 12 day period only)	1.53	1.29	(0.24)	1.39
March	3.33	3.37	0.04	3.60
April	5.28	4.09	(1.19)	4.97
. Way	6.94	7.41	0.47	6.84
nue	8.64			8.00
AINC	9.14			8.44
August	7.82			7.48
September	5.86			5.48
Total ET	48.54	16.16	-0.92	46.20

Notes:

- 1. TriDam Diversion figures are preliminary and have yet to be adjusted to account for the Joint Main gage error.
 - 2. "Historical Avg." Tri-Dam Diversions are based on a 35 year average (1982-2016).



5/1/05 11/1/06 5/1/07 11/1/06 5/1/07 11/1/08 5/1/08 11/1/08 5/1/09 11/1/09 5/1/10 11/1/10 5/1/11 11/1/11 5/1/12 5/1/13 11/1/13 5/1/14 11/1/14 5/1/15 11/1/15 5/1/16 11/1/16 5/1/17





COMMUNICATIONS

BOARD MEETING OF JUNE 6, 2017



CLOSED SESSION ITEMS

BOARD MEETING OF JUNE 6, 2017