

Thomas D. Orvis, President  
Gail Altieri, Vice President  
Herman Doornenbal  
Linda Santos  
Brad DeBoer

District 3  
District 1  
District 2  
District 4  
District 5

**MEETING OF THE BOARD OF DIRECTORS  
OAKDALE IRRIGATION DISTRICT  
1205 East F Street, Oakdale, CA 95361  
TUESDAY, AUGUST 6, 2019 – 8:00 A.M.  
AGENDA**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADDITIONS OR DELETION OF AGENDA ITEMS**

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

**PUBLIC COMMENTS - ITEM 1**

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

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

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

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

Public Comments will be limited to five minutes per speaker.

## **HEARING CALENDAR - ITEM 2**

2. **Public Hearing and Certification of the Improvement District No. 41 (ID 41) Membership Vote to Authorize the Oakdale Irrigation District (OID) to Proceed with the Lowest Quoted Contractor to Perform the Work for ID 41 Tie-In to the City of Oakdale Project and to Use Funds Currently Contained in the ID 41 Operations and Maintenance Fund to Pay for the Actual Cost of the Project (Estimated \$101,100)**

## **CONSENT CALENDAR - ITEMS 3 - 10**

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

Only properly noticed agenda matters shall be permitted for discussion.

3. **Approve the Board of Directors' Minutes of the Meeting of July 23, 2019 and Resolution Nos. 2019-12, 2019-13, and 2019-14**
4. **Approve Oakdale Irrigation District's Statement of Obligations**
5. **Approve Improvement District's Statement of Obligations**
6. **Approve the Treasurer's Report for the Six Months Ending June 30, 2019**
7. **Approve Renewal of Group Life Insurance with Principal Life Insurance Company**
8. **Approve Board Attendance at the ACWA / JPIA Fall Conference December 2 - 5, 2019 in San Diego, California**
9. **Approve Work Release No. 021 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Perform a PSM/RMP Five-Year Update and Compliance Audit**
10. **Approve Professional Services Agreement 2019-PSA-004 with Liebert Cassidy Whitmore and Authorize General Manager to Execute**

## **ACTION CALENDAR - ITEMS 11 - 18**

11. Review and take possible action to **Adopt a Resolution to Change the Name of the Two-Mile Bar Tunnel to the Steven A. Webb Tunnel**
12. Review and take possible action to **Award Bid to the Lowest Qualified Bidder for the South Main Canal Improvement Segment Four Long Term Repairs Project and Authorize General Manager to Execute Associated Change Orders**
13. Review and take possible action to **Approve Work Release No. 022 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Provide Construction Management and Quality Assurance Services for the Old South Main Canal Segment Four Long Term Repairs Project**
14. Review and take possible action to **Approve the Mid-Year Budget Report and Financial Statements for the Six Months Ending June 30, 2019**
15. Review and take possible action to **Schedule the August 23, 2019 Meeting for 6:00 p.m. and Coordinate this Meeting with a Workshop for Out-of-District Water Applicants**
16. Review and take possible action to **Cancel the Board Meetings Scheduled for October 1, 2019 and October 15, 2019 and Schedule One Board Meeting for October 8, 2019 at 9:00 a.m.**
17. Review and take possible action to **Cancel the Board Meetings Scheduled for December 3, 2019 and December 17, 2019 and Schedule One Board Meeting for December 10, 2019 at 9:00 a.m.**
18. Review and take possible action to **Approve a New Staff Position Job Description and Wage Scale for a Safety Coordinator Position (1 FTE) and Amend the 2019 Manpower List**

## **DISCUSSION - ITEM 19**

19. Discussion on the Revisions to the Reserve Policy of the Oakdale Irrigation District

## **COMMUNICATIONS - ITEM 20**

### **20. Oral Reports and Comments**

#### **A. General Manager's Report on Status of Old Activities**

- B. **Water Counsel's Report on Status of Water Activities**
- C. **Committee Reports**
- D. **Directors' Comments/Suggestions**

**CLOSED SESSION - ITEM 21**

21. Closed Session to discuss the following:

- A. **Government Code §54957**  
Public Employee Performance Evaluation  
Title: General Manager
- B. **Government Code §54957**  
Public Employee Performance Evaluation  
Title: Water Counsel
- C. **Government Code §54957**  
Public Employee Performance Evaluation  
Title: General Counsel
- D. **Government Code §54956.9(d)(2) – Anticipated Litigation**  
Significant Exposure to Litigation One (1) Case

**OTHER ACTION – ITEM 22**

22. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, August 20, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, August 15, 2019 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 AUGUST 6, 2019**



# **PUBLIC HEARING**

**BOARD MEETING OF  
AUGUST 6, 2019**

# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 2  
APN: N/A

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**SUBJECT: PUBLIC HEARING AND CERTIFICATION OF THE IMPROVEMENT DISTRICT NO. 41 (ID 41) MEMBERSHIP VOTE TO AUTHORIZE THE OAKDALE IRRIGATION DISTRICT (OID) TO PROCEED WITH THE LOWEST QUOTED CONTRACTOR TO PERFORM THE WORK FOR ID 41 TIE-IN TO THE CITY OF OAKDALE PROJECT AND TO USE FUNDS CURRENTLY CONTAINED IN THE ID 41 OPERATIONS AND MAINTENANCE FUND TO PAY FOR THE ACTUAL COST OF THE PROJECT (ESTIMATED \$101,100)**

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**RECOMMENDED ACTION:** Certify Improvement District No. 41 (ID 41) Membership Vote to Authorize the Oakdale Irrigation District (OID) to Proceed with the Lowest Quoted Contractor to Perform the Work for ID 41 Tie-In to the City of Oakdale Project and to Use Funds Currently Contained in the ID 41 Operations and Maintenance Fund to Pay for the Actual Cost of the Project (Estimated \$101,100)

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

Improvement District No. 41 (ID 41) is currently operating on one pump and well that is approaching the end of its theoretical useful life and redundant sources of supply are required in order to comply with California Code of Regulations Section § 64554 Title 22. Oakdale Irrigation District (OID) has been working with the ID 41 Committee at the direction of the General Membership since 2012 to secure a second source of potable water supply from the City of Oakdale. An Out-of-Area Agreement for Water Service between OID, as trustee of ID41, and the City has now been fully executed and the ID 41 Water Tie-In to The City of Oakdale Project (Project) plans (Plans) have been drafted and approved by both Stanislaus County and the City of Oakdale.

Upon approval of the Plans OID solicited quotes from multiple private construction companies known to have experience with the installation and replacement of potable water infrastructure. The ID 41 Committee has recommended and OID's Board of Directors have provided approval to allow ID 41 to proceed with the lowest provided quote at \$80,052, rather than spend more time and ID 41 funds to complete a formal bid proceeding. The total estimated cost of the Project inclusive of OID staff time, Stanislaus County and City of Oakdale permitting and inspection, and a 15% contingency to cover any unanticipated project costs is \$101,100. Please refer to the attached documents for more detail.

In accordance with OID's Improvement District Policy and the State of California Water Code, the ID 41 membership has been asked to vote to:

- Authorize OID to proceed with the lowest quoted contractor to perform the work for the ID 41 Water Tie-In to The City of Oakdale Project.
- Authorize OID to use the funds currently contained in the ID 41 Operations and Maintenance Fund to pay for the actual cost of the Project (estimated \$101,100).

At the end of this public hearing, a tally of the votes to determine approval or rejection of the proposed project will be certified by the OID Board of Directors. Votes shall be comprised of the following:

- Votes of landowners present at the public hearing;

- Written communication signed by a landowner that was received by OID prior to the vote;
- Written communication signed by a landowner that is received by the Board at the public hearing.

If the number of landowners dissenting is more than one-third (1/3) of the landowners in ID 41, OID will not proceed with the Project. If less than one-third (1/3) of the landowners oppose, OID will proceed with the Project as proposed.

**FISCAL IMPACT:** Actual District costs will be paid by ID 41

**ATTACHMENTS:**

- July 8, 2019 ID 41 Membership Notice
- ID 41 Water Tie-In to The City of Oakdale Project - Membership Ballot
- ID 41 Water Tie-In to The City of Oakdale Project - Opinion of Probable Cost
- Allen A. Waggoner Construction Inc. Tie In - Project Proposal

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**Board Motion:**

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

**VOTE:**

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

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



## Membership Notice Improvement District 41 Water Tie-In To The City of Oakdale July 8, 2019

Improvement District No. 41 (ID 41) is currently operating on one pump and well that is approaching the end of its theoretical useful life and redundant sources of supply are required in order to comply with California Code of Regulations (CCR) Section § 64554 Title 22. Oakdale Irrigation District (OID) has been working with the ID 41 Committee at the direction of the General Membership since 2012 to secure a second source of potable water supply from the City of Oakdale (City).

An Out-of-Area Agreement for Water Service between OID, as trustee of ID41, and the City has now been fully executed and the ID 41 Water Tie-In to The City of Oakdale Project (Project) plans (Plans) have been drafted and approved by both Stanislaus County and the City of Oakdale. Copies of those plans can be made available upon request. A new 8" backflow device and water meter are required to be installed on the edge of the Tioga Road right-of-way near the northeast corner of Tioga Road and Crane Road intersection as part of the Project. These devices will allow for water deliveries from the City to be measured for billing and prevent any cross-contamination between the two independent water systems.

Upon approval of the plans OID solicited quotes from multiple private construction companies known to have experience with the installation and replacement of potable water infrastructure. The following competitive quotes to complete the construction in accordance with the Plans were received:

1. Mozingo Construction, Inc. - \$115,280
2. D.A. Wood Construction, Inc. - \$101,600
3. Allen A. Waggoner Construction, Inc. - \$80,052

As part of the engineering design a system pressure analysis was performed to ensure water pressure at each of the ID 41 service connections would continue to operate within its current pressure range once tied-in to the City's water system. It was determined that if water use practices remained unchanged within ID 41, the operating pressures would stay consistent or slightly improve. However, if the ID 41 water users were to abandon their water conservation efforts and change their water use practices, there is potential for the water pressure at some of the ID 41 service connections (specifically those farthest east on Tioga Avenue) to be impacted significantly. A minimum of 20 PSI (pounds per square inch) must be maintained at each service connection in accordance with CCR Section § 64602 Title 22. **If this minimum pressure is not maintained at each service connection in the future, more stringent water conservation practices and/or additional improvements (i.e. booster pump, looped water connection to the City, etc.) will be required at ID 41's expense.**

The ID 41 Committee has recommended and OID's Board of Directors have provided approval to allow ID 41 to proceed with the lowest provided quote at \$80,052, rather than spend more time and ID 41 funds to complete a formal bid proceeding. The total estimated cost of the Project inclusive of OID staff time, Stanislaus County and City of Oakdale permitting and inspection, and a 15% contingency to cover any unanticipated project costs is \$101,100. Please refer to the enclosed Opinion of Probable Cost for more detail. The actual Project costs are proposed to be paid with funds that are currently available in ID 41's Operations and Maintenance account.

OID is now requesting final direction from the ID 41 Membership through the voting process to proceed as recommended by the ID 41 Committee with the lowest quoted contractor to complete the Project. The OID Board of Directors will hold a public hearing on Tuesday, August 6, 2019 at 8:00 a.m. 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 41 membership will vote to:

- Authorize OID to proceed with the lowest quoted contractor to perform the work for the ID 41 Water Tie-In to The City of Oakdale Project.
- Authorize OID to use the funds currently contained in the ID 41 Operations and Maintenance Fund to pay for the actual cost of the Project (estimated \$101,100).

At the end of the public hearing, a tally of the votes to determine approval or rejection of the proposed project will be certified by the OID Board of Directors. Votes shall be comprised of the following:

- Votes of landowners present at the public hearing;
- Written communication signed by a landowner that was received by OID prior to the vote;
- Written communication signed by a landowner that is received by the Board at the public hearing.

Please attend the public hearing or complete and return the enclosed ID 41 Membership Ballot prior to the final certification of the vote immediately following the public hearing on Tuesday, August 6, 2019 at 8:00 am. If the number of landowners dissenting is more than one-third (1/3) of the landowners in ID 41, OID will not proceed with the Project. If less than one-third (1/3) of the landowners oppose, OID will proceed with the Project as proposed. Please be advised that a non-vote on the part of a landowner is considered a vote of approval.

Should you have any questions please don't hesitate to contact one of the ID 41 Committee members listed below or Eric Thorburn, OID's Water Operations Manager, at (209) 840-5525.

ID 41 Committee Members:

Dan Langford	2107 Tioga Rd.	209-847-9443
Joni McGinnis	2707 Tioga Rd.	209-541-6028

Sincerely,

**Oakdale Irrigation District**

Enclosures: ID 41 Water Tie-In to The City of Oakdale Project - Membership Ballot  
ID 41 Water Tie-In to The City of Oakdale Project - Opinion of Probable Cost  
Allen A. Waggoner Construction Inc. Tie In - Project Proposal

cc: OID Board of Directors  
Steve Knell, OID General Manager  
Sharon Cisneros, Chief Financial Officer

**IMPROVEMENT DISTRICT No. 41**

**MEMBERSHIP BALLOT**

**August 6, 2019 OID Board Certification**

**Authorization to Proceed With the Lowest Quoted Contractor to Complete the ID41 Water Tie-In To The City of Oakdale Project**

\_\_\_\_\_ **YES**

- I authorize OID to proceed with the lowest quoted contractor to perform the work for the ID 41 Water Tie-In To The City of Oakdale Project; and,
- I authorize OID to use the funds currently contained in the ID 41 Operations and Maintenance Fund to pay for the actual cost of the Project (estimated \$101,100).

\_\_\_\_\_ **NO**

- I do not authorize OID to proceed with the lowest quoted contractor to perform the work for the ID 41 Water Tie-In To The City of Oakdale Project; and,
- I do not authorize OID to use funds currently contained in the ID 41 Operations and Maintenance Fund to pay for the actual cost of the Project (estimated \$101,100).

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

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

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

Signature: \_\_\_\_\_



**IMPROVEMENT DISTRICT 41 WATER TIE-IN TO THE CITY OF OAKDALE PROJECT  
OPINION OF PROBABLE COST**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>A. ID 41/CITY TIE IN PROJECT CONSTRUCTION</b>					
1.	ALLEN A. WAGGONER CONSTRUCTION INC. PROJECT PROPOSAL	1	LS	\$80,052	\$80,052
TOTAL ID41/CITY TIE IN PROJECT CONSTRUCTION COSTS:					<u>\$80,052</u>
<b>B. MISCELLANEOUS PROJECT COSTS</b>					
1.	STANISLAUS COUNTY PUBLIC WORKS ENCROACHMENT PERMIT	1	LS	\$2,650	\$2,650
2.	CITY OF OAKDALE ENCROACHMENT PERMIT	1	LS	\$200	\$200
3.	OID PROJECT MANAGEMENT AND CLERICAL COSTS	1	LS	\$5,000	\$5,000
TOTAL MISCELLANEOUS PROJECT COSTS:					<u>\$7,850</u>
TOTAL CONSTRUCTION COST:					<u>\$87,902</u>
CONTINGENCY (15% OF CONSTRUCTION COST):					<u>\$13,185</u>
<b>ESTIMATED PROJECT TOTAL:</b>					<u><b>\$101,100</b></u>

**NOTES:**

1. THIS OPINION OF PROBABLE COST IS BASED ON A PRELIMINARY SITE INVESTIGATION AND MATERIALS LIST GENERATED BY ALLEN A. WAGGONER CONSTRUCTION INC. ON 4/23/19
2. THE UNIT COST SHOWN HEREIN IS BASED ON ACTUAL QUOTE
3. THE ALLEN A. WAGGONER CONSTRUCTION INC. PROPOSAL INCLUDES LABOR, EQUIPMENT, MATERIALS AND TRAFFIC CONTROL NECESSARY TO COMPLETE THE CONSTRUCTION IN ACCORDANCE WITH THE ID 41 WATER TIE-IN TO CITY OF OAKDALE PROJECT PLANS. PLEASE REFER TO THE ATTACHED PROPOSAL FOR MORE INFORMATION.
4. THE ESTIMATED PROJECT TOTAL IS ROUNDED TO THE NEAREST HUNDRED DOLLARS.



Proposal for:  
**Tioga Ave & Crane Road Water Tie-In ~ Updated Wages**  
 from



Bid Date: 3/27/2019  
 Time: 2:00PM

**Allen A. Waggoner Construction, Inc. DIR #1000004127**

1012 South Acacia Avenue, Ripon, CA 95366

(209) 599-8788 Fax: (209) 599-8792

License: 605336 Type: GENERAL ENGINEERING

**Quote Number: 3075.01**

**Oakdale Irrigation District**

Project No. DIR #1000004127

Item	Description	Quantity	Unit	Unit Price	Total Price
<b>W1</b>	<b>Water</b>				
01	8" Water Line With Connections	80.00	LF	223.00	17,840.00
02	8" RP Backflow Device W/ Meter & Strainer	1.00	EA	40,971.00	40,971.00
03	8" Gate Valve	1.00	EA	1,832.00	1,832.00
04	Concrete Pad & 6' High Chain Link Fence W/ Gate	1.00	LS	8,121.00	8,121.00
05	Trench Patching	1.00	LS	5,111.00	5,111.00
06	Replace Stop Bar Striping	1.00	LS	2,777.00	2,777.00
07	Traffic Control	1.00	LS	3,400.00	3,400.00
				<b>Total:</b>	<b>80,052.00</b>

Total For Water

80,052.00

**Total: 80,052.00**

*Rob Harper*

4/24/2019 1:32 pm

Estimator: Rob Harper



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# **AGENDA ITEMS CONSENT CALENDAR**

## **BOARD MEETING OF AUGUST 6, 2019**

# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 3  
APN: N/A

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**SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE MEETING OF JULY 23, 2019 AND RESOLUTION NOS. 2019-12, 2019-13 AND 2013-14**

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**RECOMMENDED ACTION:** Approve the Board of Directors' Minutes of the Meeting of July 23, 2019 and Resolutions 2019-12, 2019-13 and 2019-14

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**ATTACHMENTS:**

- Draft Minutes of the Board of Directors' Meeting of July 23, 2019
- Draft Resolution No. 2019-12
- Draft Resolution No. 2019-13
- Draft Resolution No. 2019-14

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**Board Motion:**

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

**VOTE:**

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

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

## **MINUTES**

Oakdale, California  
July 23, 2019

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

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

Staff Present: Steve Knell, General Manager/Secretary  
Jason Jones, Support Services Manager  
Eric Thorburn, Water Operations Manager  
Sharon Cisneros, Chief Financial Officer  
Kim Bukhari, Human Resources Analyst

Also Present: Fred Silva, General Counsel

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

There were no additions or deletion of agenda items.

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

General Manager Steve Knell requested that the Closed Session, Item 15, be moved to follow Public Comment due to the fact that Water Counsel Tim O'Laughlin had another conference call scheduled with South San Joaquin Irrigation District at 10:00 a.m.

At the hour of 9:03 a.m. the Board welcomed public comment.

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

There being no Public Comment; Public Comment closed at 9:05 a.m. and the Board Meeting continued.

At the hour of 9:05 a.m. the meeting adjourned to Closed Session.

**CLOSED SESSION**  
**ITEM NO. 15**

**A. Government Code §54956.8 – Conference with Property Negotiator**

Negotiating Parties:       OID, SSJID, BOR  
Property:                    Water  
Agency Negotiators:       General Manager and Water Counsel  
Under Negotiations:       Terms and Conditions

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

*SJTA, et al. v. State Water Resources Control Board*

**C. Government Code §54956.9(d)(1) - Existing Litigation (3 cases)**

In re PG&E Corporation, U.S. Bankruptcy Court Case No. 19-30088-DM  
*SJTA, et al. v. State Water Resources Control Board*  
*Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.*

Water Counsel Tim O'Laughlin conferenced into the Closed Session by phone.

At the hour of 10:02 a.m. the Board reconvened to open session.

Coming out of Closed Session President Orvis reported the following:

15.A. The Board unanimously authorized Water Counsel Tim O'Laughlin to proceed with negotiations with the Bureau of Reclamation.

15.B. The Board unanimously authorized Water Counsel Tim O'Laughlin to proceed with discussions and negotiations with the State of California.

**CONSENT ITEMS**  
**ITEM NOS. 2, 3, 4, 5, 6, 7, 8, 9, 10**

**ITEM NO. 2**  
**APPROVE THE BOARD OF DIRECTORS'**  
**MINUTES OF THE MEETING OF JULY 2, 2019**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve the Board of Directors' Minutes of the Meeting of July 2, 2019.

**ITEM NO. 3**  
**APPROVE OAKDALE IRRIGATION**  
**DISTRICT'S STATEMENT OF OBLIGATIONS**

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

**ITEM NO. 4**  
**APPROVE RESOLUTIONS AND CONTRACTS WITH**  
**STANISLAUS AND SAN JOAQUIN COUNTIES FOR PLACEMENT**  
**OF DELINQUENT FIXED CHARGES ON THE 2019/2020 TAX ROLL**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve the Resolutions and Contracts with Stanislaus and San Joaquin Counties for placement of delinquent fixed charges on the 2019/2020 tax roll.

**ITEM NO. 5**  
**APPROVE BOARD ATTENDANCE TO THE**  
**2019 CSDA ANNUAL CONFERENCE SEPTEMBER 26**  
**TO SEPTEMBER 28, 2019 IN ANAHEIM, CALIFORNIA**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve the Board's attendance to the 2019 CSDA Annual Conference September 26 to September 28, 2019 in Anaheim, California.

**ITEM NO. 6**  
**APPROVE AMENDMENT NO. 007 TO GENERAL**  
**SERVICES AGREEMENT 2013-GSA-038 WITH VALLEY AIR**  
**CONDITIONING & HEATING FOR REVISED RATE SCHEDULE**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve the Amendment No. 007 to General Services Agreement 2013-GSA-038 with Valley Air Conditioning & Heating for Revised Rate Schedule.

**ITEM NO. 7**  
**APPROVE WORK RELEASE NO. 091 TO PROFESSIONAL**  
**SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL,**  
**INC. TO PROVIDE SURVEYING SERVICES AND PLAT AND LEGAL**  
**DESCRIPTIONS FOR IMPROVEMENT DISTRICT 51 WITHIN**  
**APN: 010-034-079 AND SURROUNDING 150' RADIUS INFLUENCE AREA**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve Work Release No. 091 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. to provide surveying services and plat and legal descriptions for

Improvement District 51 within APN: 010-034-079 and surrounding 150' radius influence area.

**ITEM NO. 8**

**APPROVE ACCEPTANCE OF DEDICATION OF WATER SERVICE  
CONNECTION FOR THE MCINTYRE RESIDENCE (APN: 010-046-033 – MCINTYRE)**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve acceptance of dedication of water services connection for McIntyre residence (APN: 010-046-033 – McIntyre).

**ITEM NO. 9**

**APPROVE REQUEST FOR NEW CONNECTION OF  
SUBSTANDARD PARCEL (APN: 002-043-042 – ODOM)**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve the request for new connection of substandard parcel (APN: 002-043-042 – Odom).

**ITEM NO. 10**

**APPROVE REQUEST FOR NEW CONNECTION OF  
SUBSTANDARD PARCEL (APN: 002-043-043 – COX)**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to approve request for new connection of substandard parcel (APN: 002-043-043 – Cox).

**ACTION ITEMS**

**ITEM NO. 11, 12, 13**

**ITEM NO. 11**

**REVIEW AND TAKE POSSIBLE ACTION ON  
DONATION REQUEST OF CHILDREN'S GUARDIAN FUND**

A motion was made by Director Santos, seconded by Director Altieri, and was unanimously supported to donate the sum of \$1,500 to Children's Guardian Fund.

**ITEM NO. 12**

**REVIEW AND TAKE POSSIBLE ACTION TO PROVIDE STAFF  
DIRECTION ON GOING OUT FOR SOLICITATION ON A 5-YEAR OUT-OF-DISTRICT  
WATER SALE PROGRAM TO OID'S SPHERE OF INFLUENCE LANDS**

A motion was made by Director Doornenbal to approve the District going out for solicitation on a 5-Year-Out-of-District Water Sale Program, with the following amendments to the program:

- a. To make the deadline for submission of a Solicitation of Interest form sixty (60) days; and
- b. To hold one workshop.

The motion failed for lack of a second.

A motion was made by Director Santos and seconded by Director DeBoer to approve the District going out for solicitation on a 5-Year-Out-of-District Water Sale Program, with the following amendments to the program:

- a. To change the deadline date for submission of a Solicitation of Interest Form to September 30, 2019
- b. To hold one workshop as soon as possible within the first 45 days of the deadline date; and
- c. To change the second sentence of bullet point four under "Preliminary Eligibility Criteria" of the Solicitation of Interest Form to state, "Temporary or new turnouts may be permissible under certain criteria determined by the OID's Water Operations Manager. The turnout needs to be completed before water will be made available."

The motion and second opened up the item for discussion by the Board and the public.

Following discussion, Director Santos amended her motion.

A motion was made by Director Santos and seconded by Director DeBoer to approve the District going out for solicitation on a 5-Year-Out-of-District Water Sale Program, with the following amendments to the program:

- a. To change the deadline date for submission of a Solicitation of Interest Form to September 30, 2019
- b. To hold one workshop as soon as possible within the first 45 days of the deadline date; and
- c. To change the second sentence of bullet point four under "Preliminary Eligibility Criteria" of the Solicitation of Interest Form to state, "Temporary or new turnouts may be permissible under certain criteria determined by the OID's Water Operations Manager. The turnout needs to be completed before water will be made available."
- d. To delete the last paragraph entitled "Special Note" from the Solicitation of interest Form; and
- e. To change the last sentence in the first paragraph of the Solicitation of Interest Form to state, "Any applications not submitted and received during this period may limit your ability to receive out-of-district water in any subsequent year of the Program."

The motion and second opened up the item for discussion by the Board and the public.



Following discussion, Director Santos amended her motion.

A motion was made by Director Santos and seconded by Director DeBoer and was unanimously approved to approve the District going out for solicitation on a 5-Year-Out-of-District Water Sale Program, with the following amendments to the program:

- a. To change the deadline date for submission of a Solicitation of Interest Form to September 30, 2019
- b. To hold one workshop as soon as possible within the first 45 days of the deadline date; and
- c. To change the second sentence of bullet point four under "Preliminary Eligibility Criteria" of the Solicitation of Interest Form to state, "Temporary or new turnouts may be permissible under certain criteria determined by the OID's Water Operations Manager. The turnout needs to be completed before water will be made available."
- d. To delete the last paragraph entitled "Special Note" from the Solicitation of interest Form; and
- e. To change the last sentence in the first paragraph of the Solicitation of Interest Form to state, "Any applications not submitted and received during this period may limit your ability to receive out-of-district water in any subsequent year of the Program."
- f. To add to the Solicitation of Interest Form that a determination on the availability of surplus water will be made prior to March of each year of the Program.

**ITEM NO. 13**

**REVIEW AND TAKE POSSIBLE ACTION TO DIRECT STAFF TO  
DEVELOP AND EXECUTE A WORK RELEASE TO JACOBS  
ENGINEERING (FORMERLY CH2M HILL) TO PREPARE A CEQA DOCUMENT  
TO COVER THE 5-YEAR OUT-OF-DISTRICT WATER SALE PROGRAM**

A motion was made by Director DeBoer, seconded by Director Doornenbal, and was unanimously approved to authorize the General Manager to develop and execute a Work Release to Jacobs Engineering for the preparation of a CEQA Document to cover the 5-Year Out-of-District Water Sale Program.

**COMMUNICATIONS**

**ITEM NO. 14**

**A. GENERAL MANAGERS REPORT**

General Manager Steve Knell discussed the information contained in the Board packet under Communications.

## **B. COMMITTEE REPORTS**

There were no committee reports.

## **C. DIRECTORS COMMENTS**

### Director Altieri

Director Altieri stated that she is concerned about the high and variable flows in the river and asked General Manager Steve Knell if he could clarify. General Manager Steve Knell stated the Stanislaus Operating Group (SOG), which consists of federal and state agencies and not the irrigation districts, make all the decisions on the river's flow schedule without consulting us. There was nothing he could offer on their thinking for the flow changes they continue to make.

### Director Doornenbal

Director Doornenbal had no comments.

### Director Santos

Director Santos stated that she was glad to see lots of people in the audience. She stated that it is important that they participate and she thanked everyone for attending. She thanks staff for doing all of the prep work putting the 5-Year Out-of-District Water Sale Program together. She stated that she is glad that we are moving forward with this Program.

### Director DeBoer

Director DeBoer stated that he had an interesting trip to Idaho and back. What's interesting is how many irrigation canals there are through Nevada and Southern and Northern Idaho; everywhere we went it seemed like there were irrigation canals. In our irrigation magazine they talk about all of these little districts and as you read about them you glean some information and they really are everywhere.

### Director Orvis

Director Orvis stated that the Farm Bureau continues to meet with Congressman Harder on farming and regional water issues that Harder is working on. Director Orvis stated that Director Santos had asked at the last meeting about night meetings and asked staff to address at next meeting. Director Orvis thanked the public for their patience in working with the changed meeting schedule this morning.

He remarked that before the next meeting for the Directors to think about and tell him what laterals their water comes from because they lead back to the history of the District. He also stated that there may be an opportunity to have another Board fieldtrip to the south side of the District and to visit the Van Lier, some of the other facilities and some of the facilities that we are changing. He stated that there is a lot of external interest from people in the systems OID has built and continues to build. He stated that Congressman Harder asked to be part of the group the next time so he could see what OID has done.

Director Orvis reminded the Directors that their evaluations for General Counsel, Water Counsel, and General Manager are due next Monday the 29<sup>th</sup> and if they are not submitted they will not be included. We will be doing the evaluations in Closed Session on the 6<sup>th</sup>.

Director Orvis reminded the Directors that the August 6, 2019 Board Meeting will begin at 8:00 a.m.

**OTHER ACTION**  
**ITEM NO. 16**

At the hour of 11:29 a.m. the meeting was adjourned. The next Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, August 6, 2019 at 8:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, August 15, 2019 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

\_\_\_\_\_  
Thomas D. Orvis, President

Attest:

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

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2019-12**

**ORDERING THE COLLECTION OF DELINQUENT WATER CHARGES AND  
OTHER RELATED CHARGES (SAN JOAQUIN COUNTY)**

**WHEREAS**, the Oakdale Irrigation District (hereinafter "District") on November 1, 1909 was formed into an irrigation district pursuant to Irrigation District Law, Division 11 of the California Water Code (commencing with Section 20500).

**WHEREAS**, the District has by previous resolutions or other proceedings declared its intent to levy and collect charges for the purpose of meeting the expenses of the District under the provisions of the State of California Water Code ("Water Code"), Section 25800 et seq. and 26500, et seq.

**WHEREAS**, the charges against the real property are not levied with regard to property values but for the costs associated with the operation and maintenance of the District's irrigation facilities recovered through water delivery service charges and other related charges as provided for by Section 22280(2)(b) of the Water Code.

**WHEREAS**, the District has determined and certifies that the charges are either exempt from or in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996. The District has further determined that charges are in compliance with all laws pertaining to the levy of such charges.

**NOW THEREFORE BE IT RESOLVED**, that the District so orders the levy and collection of such direct assessments within the Oakdale Irrigation District boundaries for the 2019 fiscal year, and in each subsequent calendar year in which the charges may validly be levied; that a certified copy of this resolution and attached documentation shall be delivered to the Auditor-Controller of the County of San Joaquin for placement of such charges on the 2019/2020 County Tax Roll, and in each subsequent fiscal year in which the charges may validly be levied.

Upon motion of Director Altieri, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 23<sup>rd</sup> day of July 2019.

**OAKDALE IRRIGATION DISTRICT**

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell, P.E.  
Secretary/General Manager

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2019-13**

**ORDERING THE COLLECTION OF DELINQUENT WATER CHARGES  
AND OTHER RELATED CHARGES (STANISLAUS COUNTY)**

**WHEREAS**, the Oakdale Irrigation District (hereinafter "District") on November 1, 1909 was formed into an irrigation district pursuant to Irrigation District Law, Division 11 of the California Water Code (commencing with Section 20500).

**WHEREAS**, the District has by previous resolutions or other proceedings declared its intent to levy and collect charges for the purpose of meeting the expenses of the District under the provisions of the State of California Water Code ("Water Code"), Section 25800 et seq. and 26500, et seq.

**WHEREAS**, the charges against the real property are not levied with regard to property values but for the costs associated with the operation and maintenance of the District's irrigation facilities recovered through water delivery service charges and other related charges as provided for by Section 25806(2)(b) of the Water Code.

**WHEREAS**, the District has determined and certifies that the charges are either exempt from or in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996. The District has further determined that charges are in compliance with all laws pertaining to the levy of such charges.

**NOW THEREFORE BE IT RESOLVED**, that the District so orders the levy and collection of such direct assessments within the Oakdale Irrigation District boundaries for the 2019 fiscal year, and in each subsequent calendar year in which the charges may validly be levied; that a certified copy of this resolution and attached documentation shall be delivered to the Auditor-Controller of the County of Stanislaus for placement of such charges on the 2019/2020 County Tax Roll, and in each subsequent fiscal year in which the charges may validly be levied.

Upon motion of Director Altieri, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 23<sup>rd</sup> day of July, 2019.

**OAKDALE IRRIGATION DISTRICT**

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Thomas D Orvis, President  
Board of Directors

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Steve Knell, P.E.  
Secretary/General Manager

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2019-14**

**ACCEPTANCE OF DEDICATION BY PATRICK E. McINTYRE  
AND KATELYN J. McINTYRE OF A NEW WATER SERVICE  
CONNECTION ON THE RURAL WATER SYSTEM**

**WHEREAS**, the OAKDALE IRRIGATION DISTRICT ("OID") owns and operates the OID Rural Water System; and

**WHEREAS**, the owners and developers of APN: 010-046-033, Patrick E. and Katelyn J. McIntyre ("Developer"), offered to dedicate a new 1" water service connection therein to the OID; and

**WHEREAS**, the new 1" water service connection has been installed, inspected, and incorporated into the OID Rural Water System, according to engineered plans and specifications approved by OID, Stanislaus County Department of Environmental Health ("County"), and the State of California as applicable.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the OID by this resolution formally accepts dedication of the physical facilities which constitute a full and complete operable domestic water distribution system, subject to the following:

1. Developer has paid all monies owed the District, including those generated by the developer's contractors, for staff time.
2. This resolution covers the new 1" water service connection, including connection to the existing Rural Water System mainline, valves, meters, and enclosure boxes, which have been completed to the satisfaction of OID and the County.
3. As per the Developer's Agreement executed July 2, 2019, the Developer has warranted the system to be free of defects and operable for one (1) year from the date of acceptance of said system.
4. The system has passed all water quality tests required by OID, the County, and California Department of Health Services as applicable.
5. One (1) – 1" water meter complying with OID specifications has been delivered to OID.
6. Satisfactory final inspection by OID and the County has been performed.

7. The Developer has paid the OID \$15,391.00/lot for a total cost of \$15,391.00 to merge with OID's Rural Water System. These funds are to be placed into the OID's Designated Domestic Water Project Fund.
8. As per the District's Domestic Water Specifications, the Developer has submitted a set of "As-Built" drawings, to the District.

**BE IT FURTHER RESOLVED**, that effective with said acceptance, the OID assumes complete control and operation of said domestic water distribution system.

Upon motion of Director Altieri, seconded by Director Santos, and duly submitted to the Board for its consideration, the above resolution was unanimously adopted this 23<sup>rd</sup> day of July 2019.

**OAKDALE IRRIGATION DISTRICT**

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/ Secretary

# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 4  
APN: N/A

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

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**RECOMMENDED ACTION:** Approve the Oakdale Irrigation District's Statement of Obligations

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## **TOP TEN OBLIGATIONS**

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
NorCal Kenworth	2020 Kenworth T880 Three Axle Dump	\$178,500.00
Rinker Materials	60" x 8' Pipe	\$170,616.19
P G & E	Electricity	\$71,385.41
Sutter Health Plus	Health Insurance - August	\$39,982.37
Alligare LLC	Magnacide	\$37,795.81
Dennis Wing Trucking	Haul Dirt	\$33,534.00
Tri-West Tractor Incorporated	Excavator Rental 5-10-19 - 6-5-19	\$15,445.42
W. H. Breshears, Inc.	Fuel	\$13,797.73
SSJID	Tri-Dam Attorney Fees - May	\$13,343.87
O'Laughlin & Paris LLP	Attorney Fees - June	\$9,553.75
	Sub Total Top Ten:	\$583,954.55
	Other Obligations:	\$69,674.82
	Total Obligations:	\$653,629.37

**FISCAL IMPACT:** \$653,629.37

## **ATTACHMENTS:**

- Statement of Obligations – Accounts Payable

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## **Board Motion:**

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

## **VOTE:**

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

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



**OAKDALE IRRIGATION DISTRICT**

**STATEMENT  
OF  
OBLIGATIONS**

**August 6, 2019**

Accounts Payable  
Check Register - August 6, 2019



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
26093	7/23/2019	Airgas USA, LLC	\$66.72	Nitrogen
26094	7/23/2019	Alligare LLC	\$37,795.81	Orifice Assembly, Magnacide
26095	7/23/2019	Condor Earth Technologies, Inc.	\$7,238.75	WR #012 - Two Mile Bar, WR #017 - CalARP Support
26096	7/23/2019	Conlin Supply Co., Inc.	\$5,158.55	16' Tube Gate, 2-7/8" Oilfield Pipe
26097	7/23/2019	Far West Laboratories, Inc.	\$477.50	Bac - T Test
26098	7/23/2019	Fedak & Brown LLP	\$5,240.00	2018 Audit Services
26099	7/23/2019	International Mailing Equipment, Inc.	\$176.28	Ink Cartridge
26100	7/23/2019	Lourenco, Logan	\$100.00	4-H Donation
26101	7/23/2019	Ludlow, Rhys	\$100.00	4-H Donation
26102	7/23/2019	Mission Uniform Service	\$1,264.42	Uniform Service
26103	7/23/2019	Modesto Bee	\$600.00	Social Media Advertising
26104	7/23/2019	Modesto Irrigation District	\$995.03	Electricity
26105	7/23/2019	Oakdale Automotive Repair & Tire	\$1,454.02	Tires - #70, #23
26106	7/23/2019	O'Laughlin & Paris LLP	\$9,553.75	Attorney Fees - June
26107	7/23/2019	P G & E	\$71,385.41	Electricity
26108	7/23/2019	Pakmail	\$129.33	Shipping Charges
26109	7/23/2019	Principal Financial Group	\$899.74	Life Insurance - August
26110	7/23/2019	Redwood Health Services	\$347.75	125 Cafeteria Plan & Cobra - August
26111	7/23/2019	Samba Holdings, Inc.	\$162.00	Fleet Watch - June
26112	7/23/2019	Sintex Security Services, Inc.	\$64.00	Live Scan For Notary
26113	7/23/2019	Spray & Son Janitorial, Inc.	\$2,535.00	Monthly Janitorial Service - June
26114	7/23/2019	Sutter Health Plus	\$39,982.37	Health Insurance - August
26115	7/23/2019	TotalFunds	\$1,000.00	Postage
26116	7/23/2019	United Rentals Northwest, Inc.	\$195.00	Pickup Charge
26117	7/23/2019	Webb, Avery	\$100.00	4-H Donation
26118	7/23/2019	W. H. Breshears, Inc.	\$2,974.92	Fuel
26119	7/23/2019	White Cap Construction Supply	\$457.71	5 Gal Cooler Rack
26120	7/23/2019	Wienhoff Drug Testing, Inc.	\$160.00	Random Selection Drug Testing - June
26121	7/30/2019	AT&T Mobility	\$53.55	GPS Device - July
26122	7/30/2019	California State Disbursement Unit	\$207.69	Levy
26123	7/30/2019	California State Disbursement Unit	\$170.30	Levy
26124	7/30/2019	Comcast	\$609.11	Analog lines, T.V., Internet - July
26125	7/30/2019	Franchise Tax Board	\$175.00	Levy
26126	8/6/2019	Ace Hardware	\$305.93	Warehouse Supplies
26127	8/6/2019	Bobcat Central, Inc.	\$591.28	Hose, Seal Kit
26128	8/6/2019	Casey Moving Systems Records Management	\$192.00	Shredding - June
26129	8/6/2019	C & C Portables, Inc.	\$1,440.89	Portable Toilet Rental - July
26130	8/6/2019	Central Sanitary Supply	\$1,155.54	Office Supplies
26131	8/6/2019	Central Valley Ag Grinding, Inc.	\$279.00	Waste Disposal - June
26132	8/6/2019	Chicago Title	\$127.67	Refund - APN: 062-017-015
26133	8/6/2019	Children's Guardian Fund	\$1,500.00	Donation - Annual Fundraiser
26134	8/6/2019	Coffee Break Service, Inc.	\$331.50	Coffee Service
26135	8/6/2019	Consumers Choice Pest Control	\$75.00	Quarterly Pest Control
26136	8/6/2019	Denair Lumber Company, Inc.	\$292.24	2" X 6" X 16' Doug Fir
26137	8/6/2019	Dennis Wing Trucking	\$33,534.00	Haul Dirt

Accounts Payable  
Check Register - August 6, 2019



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
26138	8/6/2019	Digi-Key Corporation	\$82.40	Connection Plug Housing, AC/DC Converter
26139	8/6/2019	Doornenbal, Herman	\$191.36	ACWA/JPIA Conference Expense
26140	8/6/2019	Ellis Self Storage, Inc.	\$85.00	Storage - August
26141	8/6/2019	Fastenal Company	\$227.78	LED Headlamp, Batteries
26142	8/6/2019	Gilton Resource Recovery Transfer Facility, Inc.	\$2,269.06	Waste Disposal - June
26143	8/6/2019	Gilton Solid Waste Management, Inc.	\$466.78	Refuse Charges - June
26144	8/6/2019	Grainger	\$1,532.43	Wasp Killer, Aluminum Post Cap
26145	8/6/2019	Haidlen Ford	\$789.58	Cannister, Booster
26146	8/6/2019	Hughson Farm Supply	\$277.75	Auto Shop Supplies
26147	8/6/2019	Interstate Truck Center	\$950.47	CB, Antennas
26148	8/6/2019	Kiwanis Club of Oakdale	\$500.00	Silver Sponsor
26149	8/6/2019	Lee, Tiffanie	\$44.72	Notary Class
26150	8/6/2019	McCrometer, Inc.	\$157.09	Strain Relief Kit, Cables
26151	8/6/2019	McMaster-Carr	\$480.39	Actuated Hour Meters, End Post Caps
26152	8/6/2019	Mecom Equipment, LLC	\$105.55	Ignition Switch
26153	8/6/2019	Mission Uniform Service	\$1,723.41	Uniform Service
26154	8/6/2019	Modesto Battery	\$455.25	Batteries
26155	8/6/2019	NorCal Kenworth	\$178,500.00	2020 Kenworth T880 Three Axle Dump Truck
26156	8/6/2019	Oakdale Leader	\$30.00	Community Awareness - July
26157	8/6/2019	Occu-Med, Ltd.	\$239.00	Pre-Employment Service
26158	8/6/2019	Office Depot	\$709.61	Office Supplies
26159	8/6/2019	OID Secretary's Petty Cash	\$126.69	Petty Cash Reimbursement
26160	8/6/2019	Operating Engineers Union Local No. 3	\$3,008.00	Union Dues - PPE 7/20/2019
26161	8/6/2019	Pakmail	\$761.36	Shipping Charges
26162	8/6/2019	Pape Machinery	\$8,867.73	Post Driver for Skidsteer
26163	8/6/2019	P & L Concrete Products, Inc.	\$151.20	Concrete
26164	8/6/2019	Portola Systems, Inc.	\$2,296.00	Microsoft Office 2019 Standard Licenses
26165	8/6/2019	Rinker Materials	\$170,616.19	60" x 8' Pipe
26166	8/6/2019	Rubicon, Inc.	\$550.00	Technical Support
26167	8/6/2019	Schneider Electric Systems USA Inc.	\$2,374.50	SCADA Pack 334 Controller
26168	8/6/2019	SonTek / YSI Incorporated	\$665.25	Communications Cable
26169	8/6/2019	South San Joaquin Irrigation District	\$13,343.87	Tri-Dam Attorney Fees - May, Routine Maintenance - June
26170	8/6/2019	Stewart Title of California, Inc.	\$5.66	Refund - APN: 075-023-005
26171	8/6/2019	Target Specialty Products	\$255.23	Nufarm Weedar 64
26172	8/6/2019	TP Express	\$150.00	Portable Toilet Rental - August
26173	8/6/2019	Tri-West Tractor Incorporated	\$15,445.42	Element Filters, Excavator Rental 5-10-19 - 6-5-19
26174	8/6/2019	Truck nTow.Com	\$808.87	Golight Magnetic Mount
26175	8/6/2019	Copp, Harold L. & Ninette C.	\$55.00	Refund - APN: 010-052-016
26176	8/6/2019	Valley Air Conditioning & Heating	\$1,170.00	Leak Search, Refrigerant, Dye Injected
26177	8/6/2019	W. H. Breshears, Inc.	\$10,822.81	Fuel
26178	8/6/2019	Wille Electric Supply Co., Inc.	\$683.20	LED Fixture, DIN Rails
			<u>\$653,629.37</u>	

OAKDALE IRRIGATION DISTRICT  
STATEMENT OF OBLIGATIONS  
August 6, 2019

THE FOREGOING CLAIMS, NUMBERED 26093 Through 26178 INCLUSIVE  
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT  
AND ARE OBLIGATIONS AUTHORIZED THERETO.

## BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 5  
APN: N/A

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**SUBJECT: APPROVE OLD IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS**

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**RECOMMENDED ACTION:** Approve Old Improvement District's Statement of Obligations

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**BACKGROUND AND DISCUSSION:**

Check number 0112 for the reimbursement of Improvement District's June 2019 O & M expenses in the amount of \$7,278.44 is being submitted for Board approval.

**FISCAL IMPACT:** \$7,278.44

**ATTACHMENTS:**

- Statement of Obligations

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**Board Motion:**

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

**VOTE:**

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

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

**OAKDALE IRRIGATION DISTRICT  
IMPROVEMENT DISTRICTS  
STATEMENT OF OBLIGATIONS  
FOR JANUARY 1, 2019 - AUGUST 6, 2019**

**CHECK**

<b>NO.</b>	<b>PAYABLE TO:</b>	<b>AMOUNT</b>	<b>DATE</b>
0105	OAKDALE IRRIGATION DISTRICT	\$57,296.58	01/15/2019
0106	OAKDALE IRRIGATION DISTRICT	79,207.42	02/05/2019
0107	OAKDALE IRRIGATION DISTRICT	33,317.28	03/05/2019
0108	OAKDALE IRRIGATION DISTRICT	4,550.38	04/02/2019
0109	OAKDALE IRRIGATION DISTRICT	23,528.12	05/14/2019
0110	OAKDALE IRRIGATION DISTRICT	28,576.77	06/04/2019
0111	OAKDALE IRRIGATION DISTRICT	20,287.11	07/02/2019
0112	OAKDALE IRRIGATION DISTRICT	7,278.44	08/06/2019

THE FOREGOING CLAIM NUMBERED 0112 WAS APPLIED TO  
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT  
DISTRICTS AND ARE AUTHORIZED THERETO.

**OAKDALE IRRIGATION DISTRICT  
IMPROVEMENT DISTRICT ACCOUNT**

0112

<b>DATE: 6-Aug-19</b>		<b>TO: Oakdale Irrigation District</b>			
<b>MAINTENANCE PAYABLE</b>					
<b>I.D. #</b>	<b>June O &amp; M Expense</b>	<b>I.D. #</b>	<b>June O &amp; M Expense</b>		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	1,689.04		
19		45	1,189.10		
20		46	2,713.72	<b>I.D. #</b>	<b>Construction In Progress</b>
21		48		45	
22	541.48	51	1,145.10	51	
26		52			
29					
<b>SUB-TOTAL</b>	<b>\$541.48</b>	<b>SUB-TOTAL</b>	<b>\$6,736.96</b>	<b>SUB-TOTAL</b>	<b>\$0.00</b>
<b>VOUCHER CHARGES</b>					
<b>Maintenance &amp; Operations</b>				<b>\$7,278.44</b>	
<b>Capital Projects</b>				<b>\$0.00</b>	
<b>TOTAL AMOUNT</b>				<b>\$7,278.44</b>	

## BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 6  
APN: N/A

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**SUBJECT: APPROVE THE TREASURER'S REPORT FOR THE SIX MONTHS ENDING JUNE 30, 2019**

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**RECOMMENDED ACTION:** Approve the Treasurer's Reports for the Six Months Ending June 30, 2019

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**BACKGROUND AND/OR HISTORY:**

The Treasurer's report provides the total funds in the District Treasury and Improvement Districts as of June 30, 2019. It also reports a summary of receipts and expenditures as of June 30, 2019.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

➤ Treasurer's Report

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**Board Motion:**

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

**VOTE**

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

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



# OAKDALE IRRIGATION DISTRICT



## TREASURER'S REPORT FOR THE PERIOD ENDING JUNE 30, 2019

TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
OAKDALE IRRIGATION DISTRICT  
STATEMENT OF FUNDS  
FOR THE PERIOD ENDING JUNE 30, 2019

PERIOD ENDING	6/30/2019	RATE	5/31/2019	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$166,559.67	2.428%	\$166,559.67	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	754,637.59		732,328.58	22,309.01
OVCB BUSINESS PLUS SAVINGS	1,635,526.95	.05%-.40%	2,777,518.03	(1,141,991.08)
UNION BANK OF CALIFORNIA	62,219,157.32	2.440%	62,089,390.15	129,767.17
<i>TOTAL TREASURY FUNDS</i>	64,775,881.53		65,765,796.43	(989,914.90)
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,538,926.60		1,537,269.39	1,657.21
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	1,538,926.60		1,537,269.39	1,657.21
<u><i>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</i></u>	<u>\$66,314,808.13</u>		<u>\$67,303,065.82</u>	<u>(\$988,257.69)</u>

OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING  
FOR THE PERIOD ENDING JUNE 30, 2019

DISTRICT CASH AND CASH EQUIVALENTS		6/30/2019	6/30/2018	NET CHANGE
Beginning Balance: 6/01/2019		\$65,765,796.43		
Receipts / Earnings / Transfers		772,093.22		
Expenditures / Transfers		(1,762,008.12)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	6/30/2019	\$64,775,881.53	\$66,979,630.79	(\$2,203,749.26)

GENERAL FUND

Beginning Balance: 6/01/2019 \$18,540,812.49

RECEIPTS / EARNINGS

Secretary's Receipts	\$114,704.67	
Net Investment Income	134,603.17	
Collection Receipts	522,785.38	
Total Receipts:		772,093.22

EXPENDITURES

Accounts Payable	1,302,689.36	
Payroll	459,318.76	
Total Expenditures:		(1,762,008.12)

BALANCE ON HAND:	6/30/2019	\$17,550,897.59	\$14,814,729.43	\$2,736,168.16
------------------	-----------	-----------------	-----------------	----------------

CAPITAL REPLACEMENT / IMPROVEMENT RESERVE- \$18,000,000 - limit

Beginning Balance: 6/01/2019	\$18,000,000.00	
Transfer from General Fund	0.00	
Transfer to General Fund	0.00	

BALANCE ON HAND:	6/30/2019	\$18,000,000.00	\$18,000,000.00	\$0.00
------------------	-----------	-----------------	-----------------	--------

OPERATING RESERVE - \$6,000,000 max. limit

Beginning Balance: 6/01/2019	\$4,738,000.00	
Transfer from General Fund	0.00	
Transfer to General Fund	0.00	

BALANCE ON HAND:	6/30/2019	\$4,738,000.00	\$3,738,000.00	\$1,000,000.00
------------------	-----------	----------------	----------------	----------------

RATE STABILIZATION RESERVE - \$4,500,000 max. limit

Beginning Balance: 6/01/2019	\$3,388,000.00	
Transfer from General Fund	0.00	
Transfer to General Fund	0.00	

BALANCE ON HAND:		\$3,388,000.00	\$2,388,000.00	\$1,000,000.00
------------------	--	----------------	----------------	----------------

OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING  
FOR THE PERIOD ENDING JUNE 30, 2019

DISTRICT TREASURY FUNDS - <i>continued</i>	6/30/2019	6/30/2018	NET CHANGE
<u>VEHICLE AND EQUIPMENT REPLACEMENT RESERVE - \$1,500,000 max. limit</u>			
Beginning Balance: 6/01/2019	\$504,296.71		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 6/30/2019	\$504,296.71	\$504,296.71	\$0.00
<u>MAIN CANAL / TUNNEL IMPROVEMENT RESERVE</u>			
Beginning Balance: 6/01/2019	\$5,515,767.29		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 6/30/2019	\$5,515,767.29	\$20,064,000.00	(\$14,548,232.71)
<u>BUILDING AND FACILITIES REPLACEMENT RESERVE</u>			
Beginning Balance: 6/01/2019	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 6/30/2019	\$3,075,000.00	\$475,000.00	\$2,600,000.00
<u>RURAL WATER SYSTEM REPLACEMENT / IMPROVEMENT RESERVE - \$1,000,000 max. limit</u>			
Beginning Balance: 6/01/2019	\$824,835.94		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 6/30/2019	\$824,835.94	\$816,520.65	\$8,315.29
<u>EMPLOYEE COMPENSATED ABSENCES TRUST FUND</u>			
Beginning Balance: 6/01/2019	\$179,084.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 6/30/2019	\$179,084.00	\$179,084.00	\$0.00
<u>DEBT RESERVE FUND</u>			
Beginning Balance: 6/01/2019	11,000,000.00		
Transfer from General Fund	0.00		
Expenditures	0.00		
BALANCE ON HAND:	11,000,000.00	6,000,000.00	5,000,000.00

OAKDALE IRRIGATION DISTRICT  
 FOR THE PERIOD ENDING  
 FOR THE PERIOD ENDING JUNE 30, 2019

RESTRICTED FUNDS		6/30/2019	6/30/2018	NET CHANGE
<u>IMPROVEMENT DISTRICT'S FUNDS</u>				
Beginning Balance: 6/01/2019		\$1,537,269.39		
Receipts		30,233.98		
Expenditures		(28,576.77)		
BALANCE ON HAND:	6/30/2019	\$1,538,926.60	\$1,442,499.47	\$96,427.13

FILED: August 1, 2019

STATE OF CALIFORNIA / COUNTY OF STANISLAUS



# CALIFORNIA STATE TREASURER FIONA MA, CPA



## PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/17/19	2.42	2.45	170
06/18/19	2.42	2.45	168
06/19/19	2.42	2.45	169
06/20/19	2.42	2.45	169
06/21/19	2.41	2.45	168
06/22/19	2.41	2.44	168
06/23/19	2.41	2.44	168
06/24/19	2.41	2.44	166
06/25/19	2.40	2.44	167
06/26/19	2.41	2.44	168
06/27/19	2.41	2.44	169
06/28/19	2.40	2.44	174
06/29/19	2.40	2.44	174
06/30/19	2.39	2.44	173
07/01/19	2.40	2.40	180
07/02/19	2.40	2.40	180
07/03/19	2.39	2.40	182
07/04/19	2.39	2.40	182
07/05/19	2.39	2.40	182
07/06/19	2.39	2.40	182
07/07/19	2.39	2.39	182
07/08/19	2.39	2.39	179
07/09/19	2.39	2.39	179
07/10/19	2.39	2.39	178
07/11/19	2.38	2.39	179
07/12/19	2.38	2.39	179
07/13/19	2.38	2.39	179
07/14/19	2.38	2.39	179
07/15/19	2.38	2.39	176
07/16/19	2.38	2.39	178
07/17/19	2.38	2.39	179

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

## LAIF Performance Report

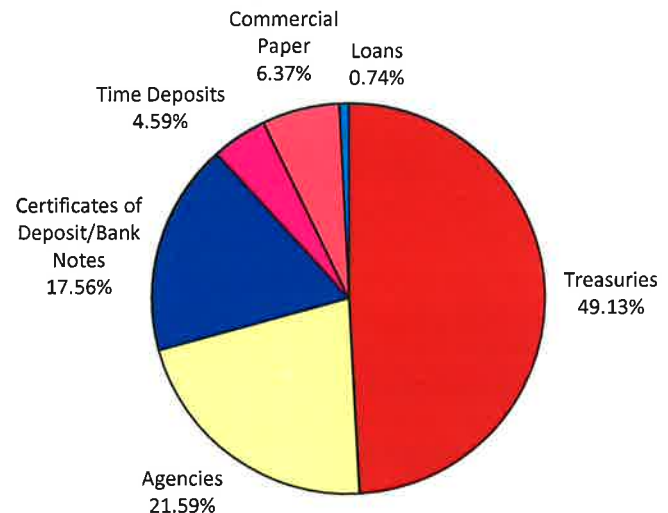
Quarter Ending 06/30/19

Apportionment Rate: 2.57  
 Earnings Ratio: .00007028813234525  
 Fair Value Factor: 1.001711790  
 Daily: 2.39%  
 Quarter to Date: 2.44%  
 Average Life: 173

### PMIA Average Monthly Effective Yields

**June 2019 2.428**  
 May 2019 2.449  
 Apr 2019 2.445

## Pooled Money Investment Account Portfolio Composition 06/30/19 \$105.7 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 07/17/2019

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
July 01, 2019

OAKDALE IRRIGATION DISTRICT

TREASURER  
1205 EAST "F" STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	166,559.67
Total Withdrawal:	0.00	Ending Balance:	166,559.67

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
July 01, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT  
DISTRICT #22  
CHIEF FINANCIAL OFFICER  
1205 EAST F STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	40,537.38
Total Withdrawal:	0.00	Ending Balance:	40,537.38



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
July 01, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT  
DISTRICT #41  
CHIEF FINANCIAL OFFICER  
1205 EAST F STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	175,324.15
Total Withdrawal:	0.00	Ending Balance:	175,324.15

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
July 01, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT  
DISTRICT #45  
CHIEF FINANCIAL OFFICER  
1205 EAST F STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	228,022.74
Total Withdrawal:	0.00	Ending Balance:	228,022.74

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
July 01, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT  
DISTRICT #46  
CHIEF FINANCIAL OFFICER  
1205 EAST F STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	336,460.22
Total Withdrawal:	0.00	Ending Balance:	336,460.22

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
July 01, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT  
DISTRICT #51  
CHIEF FINANCIAL OFFICER  
1205 EAST F STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	365,849.81
Total Withdrawal:	0.00	Ending Balance:	365,849.81

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
July 01, 2019

OAKDALE IRRIGATION DISTRICT IMPROVEMENT  
DISTRICT #52  
CHIEF FINANCIAL OFFICER  
1205 EAST F STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	55,738.89
Total Withdrawal:	0.00	Ending Balance:	55,738.89



GLOBAL CUSTODY SERVICES  
350 CALIFORNIA STREET, H-17002  
SAN FRANCISCO, CA 94104

----- manifest line -----

OAKDALE IRRIGATION DISTRICT  
KATHY COOK  
1205 EAST 'F' STREET  
OAKDALE, CA 95361

|||||

## Overview of Total Account Value

Closing Value on 12/31/2018	\$62,603,187.52
Opening Value on 06/01/2019	\$62,349,497.30
Closing Value on 06/30/2019	\$62,522,371.07
<b>Net Change For Period</b>	<b>\$172,873.77</b>

## Account Statement

### Statement Period

June 1, 2019 through June 30, 2019

### Account Number

### Account Name

OAKDALE IRRIGATION DISTRICT

### Relationship Manager

Investment Manager

### Online Access

unionbank.com/trustandcustody

## Contents

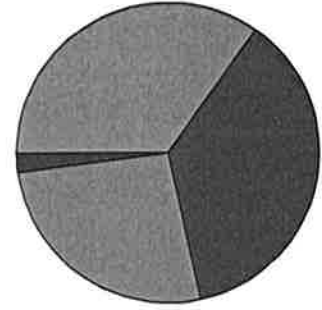
Overview of Total Account Value	
Principal Portfolio Summary	
Unrealized Gain/Loss Summary	
Cash Transactions Summary	
Asset Detail	
Bond Maturity Summary	
Transaction Detail	

## Overview of Account by Investment Category

### Your Current Portfolio Mix

The primary goal of the Liquidity Management objective is to seek a dependable income stream bearing little or no market risk over the long-term. The major portion of the assets will be cash related. Fixed income securities can be utilized to provide a stable income stream. No Equity securities should be utilized.

% of Total Account	Market Value	Description
34.86%	21,793,276.22	Cash & Cash Equivalents
36.77%	22,988,371.00	Government Obligations
26.33%	16,464,170.80	Corporate Obligations
2.04%	1,276,553.05	Non-US Securities
<b>100.00%</b>	<b>\$62,522,371.07</b>	<b>Total Account Value</b>





Account Number

## Account Statement

Account Name

OAKDALE IRRIGATION DIST

## Statement Period

June 1, 2019 through June 30, 2019

### Principal Portfolio Summary

Description	Market Value	Percentage of Portfolio	Current Yield
Cash & Cash Equivalents	21,793,276.22	34.86%	2.43%
Government Obligations	22,988,371.00	36.77%	2.41%
Corporate Obligations	16,464,170.80	26.33%	2.58%
Non-US Securities	1,276,553.05	2.04%	1.50%
<b>Total Principal Portfolio</b>	<b>\$62,522,371.07</b>	<b>100.00%</b>	<b>2.44%</b>

### Unrealized Gain/Loss Summary

Description	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	21,730,876.88	21,793,276.22	62,399.34
Government Obligations	22,898,823.69	22,988,371.00	89,547.31
Corporate Obligations	16,331,484.05	16,464,170.80	132,686.75
Non-US Securities	1,257,972.70	1,276,553.05	18,580.35
<b>Total Gain/Loss</b>	<b>\$62,219,157.32</b>	<b>\$62,522,371.07</b>	<b>\$303,213.75</b>

### Cash Transactions Summary

	Principal Cash
<b>Receipts</b>	
Dividend	6,483.73
Interest	123,283.44
Sales	6,309,719.71
Maturities/Redemptions	9,775,379.06
<b>Total Receipts</b>	<b>\$16,214,865.94</b>
<b>Disbursements</b>	
Purchases	(16,214,865.94)
<b>Total Disbursements</b>	<b>(\$16,214,865.94)</b>
<b>Total Net Transactions</b>	<b>\$0.00</b>



Account Number

## Account Statement

Account Name

OAKDALE IRRIGATION DIST

## Statement Period

June 1, 2019 through June 30, 2019

## Asset Detail - Principal Portfolio

## Cash &amp; Cash Equivalents

Asset Name

Asset Identifier

Shares/  
Units Held

Cost Basis

Market Value

Price/  
Date PricedPercentage  
of PortfolioCurrent  
YieldEstimated  
Annual Income

## Money Market Funds

FIDELITY INSTL CASH PORTFOLIOS  
U S GOVT PORTFOLIO CL-1 #57  
\*\*\*CASH MANAGEMENT SWEEP\*\*\*  
316175108

141,276.08

2.27%

9.96%

1.0000  
06/28/2019

6,224,294.47

6,224,294.47

6,224,294.4700

31617510S

## Disc Comm'l Paper/Banker Accept

UNILEVER CAPITAL CORP  
DISC COM1 PAPER  
DTD 3/20/2019 7/09/2019

40,560.63

2.58%

2.52%

99.9480  
06/28/2019

1,574,181.00

1,563,220.75

1,575,000.0000

90477EU93

EXXON MOBIL CORP  
DISC COM1 PAPER  
DTD4/1/19 7/10/19

62,607.63

2.51%

4.00%

99.9410  
06/28/2019

2,498,525.00

2,484,047.92

2,500,000.0000

30229BUA3

TORONTO-DOMINION BANK  
DISC COM1 PAPER  
DTD 12/21/2018 7/10/2019

66,777.24

2.43%

4.39%

99.9410  
06/28/2019

2,748,377.50

2,744,511.46

2,750,000.0000

89119BUA2

NATIONWIDE LIFE INS CO  
DISC COM1 PAPER  
DTD 10/28/18 7/25/2019

54,161.29

2.36%

3.67%

99.8430  
06/28/2019

2,296,389.00

2,295,400.00

2,300,000.0000

53866CUR3

NEW YORK LIFE CAP CORP  
DISC COM1 PAPER  
DTD 5/01/2019 7/30/2019

34,670.70

2.48%

2.23%

99.8100  
06/28/2019

1,397,340.00

1,391,451.06

1,400,000.0000

64951XUW0

INTERCONTINENTAL EXCH  
DISC COM1 PAPER  
DTD 6/19/2019 8/02/2019

16,904.06

2.51%

1.08%

99.7910  
06/28/2019

673,589.25

672,962.25

675,000.0000

45856XV20





Account Number

## Account Statement

Account Name

OAKDALE IRRIGATION DIST

## Statement Period

June 1, 2019 through June 30, 2019

## Asset Detail - Principal Portfolio (continued)

## Cash &amp; Cash Equivalents

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Disc Comm'l Paper/Banker Accep								
INTERCONTINENTAL EXCH DISC COML PAPER DTD 6/03/2019 8/19/2019	45856XVK0	600,000.0000	596,846.00	598,098.00	99.6830 06/28/2019	0.96%	2.50%	14,950.78
NESTLE CAPITAL CORPORATION DISC COML PAPER DTD 2/5/19 9/4/19	64105HW40	2,400,000.0000	2,370,102.08	2,390,112.00	99.5880 06/28/2019	3.82%	2.59%	61,806.67
THE DISNEY WALT CO DISC COML PAPER DTD 5/23/19 9/25/19	2546R3WR1	1,400,000.0000	1,388,040.89	1,392,370.00	99.4550 06/28/2019	2.23%	2.51%	34,920.60
Total Cash & Cash Equivalents			\$21,730,876.88	\$21,793,276.22		34.86%	2.43%	\$528,635.68

## Government Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
US Govt Agency - Discount								
FEDL HOME LOAN BK CONS DISC 0.00000% 7/19/2019	313384JH3	3,150,000.0000	3,131,902.38	3,146,535.00	99.8900 06/28/2019	5.03%	2.44%	76,809.67
FEDL HOME LOAN BK CONS DISC 0.00000% 9/23/2019	313384MB2	6,500,000.0000	6,444,798.75	6,467,240.00	99.4960 06/28/2019	10.35%	2.42%	156,189.58
FEDL HOME LOAN BK CONS DISC 0.00000% 10/18/2019	313384NC9	6,300,000.0000	6,230,700.00	6,259,365.00	99.3550 06/28/2019	10.01%	2.45%	153,300.00
FEDL HOME LOAN BK CONS DISC 0.00000% 11/20/2019	313384PM5	4,175,000.0000	4,127,033.89	4,140,431.00	99.1720 06/28/2019	6.62%	2.35%	97,264.61

**Account Name**  
OAKDALE IRRIGATION DIST

**Statement Period**  
June 1, 2019 through June 30, 2019

## Asset Detail - Principal Portfolio (continued)

**Government Obligations**

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
US Govt Agency - Discount								
FEDL HOME LOAN BK CONS DISC 0.00000%	313384PP8	3,000,000.00000	2,964,388.67	2,974,800.00	99.1600 06/28/2019	4.76%	2.40%	71,418.33
Total Government Obligations			\$22,898,823.69	\$22,988,371.00		36.77%	2.41%	\$554,982.19

## Corporate Obligations

## Corporate Bonds

CATERPILLAR FINANCIAL SERVICE DTD 11/29/2017 2.00% 11/29/2019	149130ZF5	2,600,000.0000	2,573,532.00	2,597,478.00	99.9030 06/28/2019	4.15%	2.00%	52,000.00
WELLS FARGO BANK NT 2.400% 01/15/2020	94988J5L7	2,500,000.0000	2,478,475.00	2,500,750.00	100.0300 06/28/2019	4.00%	2.40%	60,000.00
CITIBANK NA 2.100% 06/12/2020	17325FAE8	2,000,000.0000	1,963,640.00	1,996,220.00	99.8110 06/28/2019	3.19%	2.10%	42,000.00
CISCO SYS INC SR NOTES DTD 06/17/2015 2.45% 06/15/2020	17275RAX0	1,850,000.0000	1,847,532.10	1,854,754.50	100.2570 06/28/2019	2.97%	2.44%	45,325.00
BANK NEW YORK MTN BK ENT 2.6000% 8/17/2020	06406HDD8	2,500,000.0000	2,498,925.00	2,512,950.00	100.5180 06/28/2019	4.02%	2.59%	65,000.00
JP MORGAN CHASE & CO NOTE 4.250% 10/15/2020	46625HHU7	2,600,000.0000	2,651,324.00	2,664,194.00	102.4690 06/28/2019	4.26%	4.15%	110,500.00



Account Number

Account Statement

Account Name

Statement Period

OAKDALE IRRIGATION DIST

June 1, 2019 through June 30, 2019

## Asset Detail - Principal Portfolio (continued)

### Corporate Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
BANK OF AMERICA CORP 2.151% 11/09/2020	06051GGB9	2,345,000.0000	2,318,055.95	2,337,824.30	99.6940 06/28/2019	3.74%	2.16%	50,440.95
Total Corporate Obligations			\$16,331,484.05	\$16,464,170.80		26.33%	2.58%	\$425,265.95

### Non-US Securities

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Non - US Corporate Bonds								
BANK OF MONTREAL 1.5000% 7/18/2019	06367THQ6	1,277,000.0000	1,257,972.70	1,276,553.05	99.9650 06/28/2019	2.04%	1.50%	19,155.00
Total Non-US Securities			\$1,257,972.70	\$1,276,553.05		2.04%	1.50%	\$19,155.00
Total Principal Portfolio			\$62,219,157.32	\$62,522,371.07		100.00%	2.44%	\$1,528,038.82
Total Account Values			\$62,219,157.32	\$62,522,371.07		100.00%	2.44%	\$1,528,038.82



Account Number

Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

June 1, 2019 through June 30, 2019

Bond Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Bond Market Value
2019		42,602,000.000	42,236,910.80	42,431,383.80	75.37%
2020		13,795,000.000	13,757,952.05	13,866,692.80	24.63%
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	56,397,000.000	\$55,994,862.85	\$56,298,076.60	100.00%

Transaction Detail

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
Beginning Balance					
06/03/19	Purchases	PURCHASED 6,483.73 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/03/19	31617510S	\$0.00 (6,483.73)	\$62,089,390.15 6,483.73
06/03/19	Dividend	CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 5/1/19 TO 5/31/19	31617510S	6,483.73	
06/03/19	Maturities/Redemptions	MATURED 600,000 PAR VALUE OF WAL MART DC,P 6/03/19 TRADE DATE 06/03/19 600,000 PAR VALUE AT 100 %	93114FT38	596,610.67	(596,610.67)



Account Number

Account Name

OAKDALE IRRIGATION DIST

## Account Statement

## Statement Period

June 1, 2019 through June 30, 2019

## Transaction Detail (continued)

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
06/03/19	Interest CASH RECEIPT OF INTEREST EARNED ON WAL MART DC/P 6/03/19 0/\$1 PV ON 600,000 PAR VALUE DUE 6/3/2019 600,000 PAR VALUE AT 100 %	93114FT38	3,389.33	
06/03/19	Purchases PURCHASED 600,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/03/19	31617510S	(600,000.00)	600,000.00
06/04/19	Purchases PURCHASED 600,000 PAR VALUE OF INTERCONTINENTAL EXCH DC/P 8/19/19 TRADE DATE 06/03/19 PURCHASED THROUGH WACHOVIA CAPITAL MARKETS, LLC. 600,000 PAR VALUE AT 99.4743333 %	45856XVK0	(596,846.00)	596,846.00
06/04/19	Sales SOLD 596,846 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/04/19	31617510S	596,846.00	(596,846.00)
06/07/19	Maturities/Redemptions MATURED 3,630,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 6/07/19 TRADE DATE 06/07/19 3,630,000 PAR VALUE AT 100 %	313384GP8	3,607,840.36	(3,607,840.36)
06/07/19	Interest CASH RECEIPT OF INTEREST EARNED ON FEDL HOME LOAN BK CONS DISC 6/07/19 0/\$1 PV ON 3,630,000 PAR VALUE DUE 6/7/2019 3,630,000 PAR VALUE AT 100 %	313384GP8	22,159.64	
06/07/19	Purchases PURCHASED 3,630,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/07/19	31617510S	(3,630,000.00)	3,630,000.00
06/10/19	Sales SOLD 2,744,511.46 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/10/19	31617510S	2,744,511.46	(2,744,511.46)



## Account Name

**Statement Period**

June 1, 2019 through June 30, 2019

## Date \_\_\_\_\_

Activity	Description
----------	-------------

(2,710,794.17)

39,205.83

2,750,000.00

{2,744,511.46}

21,000.00

21,000.00

(572,017.19)

2,982.81



Account Number

Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

June 1, 2019 through June 30, 2019

Transaction Detail (continued)

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
06/17/19	Interest CASH RECEIPT OF INTEREST EARNED ON CISCO SYS NTS 2.450% 6/15/20 0.01225\$1 PV ON 1,850,000 PAR VALUE DUE 6/15/2019	17275RAX0	22,662.50	
06/17/19	Purchases PURCHASED 597,662.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/17/19	31617510S	(597,662.50)	597,662.50
06/19/19	Sales SOLD 672,962.25 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/19/19	31617510S	672,962.25	(672,962.25)
06/19/19	Purchases PURCHASED 675,000 PAR VALUE OF INTERCONTINENTAL EXCH DC/P 8/02/19 TRADE DATE 06/19/19 PURCHASED THROUGH MERRILL LYNCH FIXED INCOME 675,000 PAR VALUE AT 99.69811111 %	45856XV20	(672,962.25)	672,962.25
06/24/19	Maturities/Redemptions MATURED 2,300,000 PAR VALUE OF JOHN DEERE CAPITAL CO DC/P 6/24/19 TRADE DATE 06/24/19 2,300,000 PAR VALUE AT 100 %	24422MT04	2,288,116.67	(2,288,116.67)
06/24/19	Interest CASH RECEIPT OF INTEREST EARNED ON JOHN DEERE CAPITAL CO DC/P 6/24/19 0/\$1 PV ON 2,300,000 PAR VALUE DUE 6/24/2019 2,300,000 PAR VALUE AT 100 %	24422MT04	11,883.33	
06/24/19	Purchases PURCHASED 2,300,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/24/19	31617510S	(2,300,000.00)	2,300,000.00
06/25/19	Purchases PURCHASED 2,300,000 PAR VALUE OF NATIONWIDE LF INS DC/P 7/25/19 TRADE DATE 06/24/19 PURCHASED THROUGH WACHOVIA CAPITAL MARKETS, LLC. 2,300,000 PAR VALUE AT 99.8 %	63866CUR3	(2,295,400.00)	2,295,400.00



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

June 1, 2019 through June 30, 2019

Transaction Detail (continued)

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
06/25/19	Sales SOLD 2,295,400 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 06/25/19	31617510S	2,295,400.00	(2,295,400.00)
Net Activity			\$0.00	\$129,767.17
Ending Balance			\$0.00	\$62,219,157.32



# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 7  
APN: N/A

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**SUBJECT**    **APPROVE RENEWAL OF GROUP LIFE INSURANCE WITH PRINCIPAL LIFE INSURANCE COMPANY**

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**RECOMMENDED ACTION:** Approve Renewal of Group Life Insurance with Principal Life Insurance Company

---

**BACKGROUND AND/OR HISTORY:**

The District began contracting with Principal Life Insurance Company for life insurance coverage in 2014 for District employees. Prior to September 2014, the District contracted with Lincoln National Life Insurance for coverage.

The District recently received its renewal from Principal Life Insurance Company for the period September 1, 2019 – August 31, 2020. There will be no rate increase for this period.

	<u>Current Rate</u>	<u>Renewal Rate</u>
Group Term Life	\$.259 per \$1,000	\$.259 per \$1,000
Accidental Death & Dismemberment	\$.035 per \$1,000	\$.035 per \$1,000

**FISCAL IMPACT:** \$899.74 per month

**ATTACHMENTS:**

- June 20, 2019 Renewal Notice from Principal Life Insurance Company
- 

**Board Motion:**

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

**VOTE:**

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

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

Account Number: 1046969

Anniversary Date: September 1, 2019



002503

June 20, 2019

OAKDALE IRRIGATION DISTRICT  
ATTN: KIM BUKHARI  
1205 EAST F STREET  
OAKDALE, CA 95361

TSM INSURANCE AND FINANCIAL SERVICES INC  
1317 OAKDALE RD STE 910  
MODESTO, CA 95355-3369

As you approach your upcoming renewal with Principal Life Insurance Company, we would like to thank you for your business over the past year. Our goal is to offer competitive benefit solutions supported with exceptional service. Your business is very important to us and we look forward to working with you over the next year.

#### Your Renewal

We are pleased to inform you that your rates will not change. Your Principal Life coverage will renew on your policy anniversary date of September 1, 2019.

#### How to Renew Coverage

To renew coverage, your payment of the premium due is acceptance of your rates. We look forward to continuing our relationship with you and fulfilling your needs in the coming year.

#### Take Advantage of Discounts

You may be able to take advantage of the Principal Life **Multiple Product Discount** when at least three qualifying coverages are in force. A strong and competitive benefit offering will help you retain quality employees.

#### Contact Us

To inquire about this renewal or explore alternate benefit designs contact your broker or local Principal Life Insurance Company sales office at 925-934-1661.

Sincerely,

Group Benefits Underwriting  
Specialty Benefits Division



GP61123-6

Account Number: 1046969

Anniversary Date: September 1, 2019

**RENEWAL RATES**  
Effective September 1, 2019

**GROUP TERM LIFE - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through August 31, 2020.

**DEPT HEAD OR DIRECTORS, NONEXMPT CONFIDENTIAL MBRS, ALL OTHER EXMPT MGMT MBRS, GEN MGRS, ALL OTHER MBRS**

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$3,075,000 79	\$0.259	\$796.45	\$0.259	\$796.45

Renewal Premium Percent of Change

No change

**ACCIDENTAL DEATH & DISMEMBERMENT - Rates are expressed as Per \$1,000**

Your rates are not changing.

Renewal rates are guaranteed through August 31, 2020.

**Active Members Only**

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$3,075,000 79	\$0.035	\$107.63	\$0.035	\$107.63

Renewal Premium Percent of Change

No change

**Renewal Premium Percent of Change.** The renewal premium percent of change is based on information presented in this letter.



Principal Life Insurance Company  
Des Moines, Iowa 50392  
©2013 Principal Financial Services, Inc.



GP61123-6



#### **IMPORTANT NOTICE - CALIFORNIA**

**California requires insurance carriers to provide information regarding the standards for timely access to health care services annually. Please copy the attached notice and provide to all employees enrolled in Dental and/or Vision benefits.**

#### **TIMELY ACCESS TO CARE**

The state of California wants you to know you have the right to expect the following from your Preferred Provider:

- Urgent appointments must be offered within 72 hours of the time of request for an appointment, when consistent with your needs and as required by professionally recognized standards of practice;
- Non-urgent appointments must be offered within 36 business days of the request for an appointment; and
- Preventive appointments must be offered within 40 business days of the request for an appointment.

The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, has determined and noted in the record that a longer waiting time will not have a detrimental impact on your health.

When it is necessary for you or your Preferred Provider to reschedule an appointment, the appointment must be promptly rescheduled in a manner that is appropriate for your health care needs, and ensures continuity of care consistent with good professional practice.

At the time of your appointment, you can get an interpreter. For help, call us at the number listed on your ID card or 1-800-247-4695. For more help, persons may contact:

California Insurance Department  
Health Claims Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
Phone: 1-800-927-4357 (HELP)  
TDD: 1-800-482-4833  
Website: [www.insurance.ca.gov](http://www.insurance.ca.gov)

This notice is for your information only and does not become a part or condition of your dental benefits.

# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 8  
APN: N/A

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**SUBJECT: APPROVE BOARD ATTENDANCE AT THE ACWA FALL CONFERENCE  
DECEMBER 2 - 5, 2019 IN SAN DIEGO, CALIFORNIA**

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**RECOMMENDED ACTION:** Approve Directors' attendance at the ACWA Fall Conference December 2 - 5, 2019 in San Diego, California

---

**BACKGROUND AND/OR HISTORY:**

The ACWA Fall Conference is scheduled for December 2 - 5, 2019 in San Diego, CA. This is being brought to the Board for approval of the Directors' attendance at the conference.

**FISCAL IMPACT:** Full Conference and Meals Early Registration is \$725 (by 11/08/19).  
Full Conference Only Early Registration \$580 (by 11/08/19), Standard \$870

**ATTACHMENTS:**

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

**Board Motion:**

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

**VOTE:**

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

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

strength • stability • partnership  
celebrating 40 years

## JPIA 2019 Fall Conference Schedule

Manchester Grand Hyatt Hotel – San Diego, CA

### Monday – December 2, 2019

9:45 a.m. – Light Continental Breakfast (for those attending the meetings)

10:15 a.m. – **Executive Committee Meeting**

11:15 a.m.

11:30 a.m. – **Pre-Board Meeting Lunch With Keynote Speaker –**

1:00 p.m. *RSVP by November 6, 2019, required to attend this event.*

1:30 p.m. – **Board of Directors' Meeting**

4:00 p.m.

4:00 p.m. – **Town Hall Meeting**

5:00 p.m.

5:00 p.m. – **ACWA JPIA Reception**

6:00 p.m.

### Tuesday – December 3, 2019

7:30 a.m. – Light Continental Breakfast (for those attending the seminars)

8:00 a.m. – **Seminar I**

9:45 a.m. *Presenter:*

10:00 a.m. – **Seminar II**

11:30 a.m. *Presenter:*

1:00 p.m. – **Sexual Harassment Prevention for Board Members**

3:00 p.m. **& Managers (AB1825, 1661 & 2053)**

*Presenter: Robert Greenfield, JPIA General Counsel*

5:00 p.m. – **ACWA Conference Welcome Reception**

6:30 p.m.

### Wednesday – December 4, 2019

9:00 a.m. – Exhibit Booth #

6:00 p.m.

### Thursday – December 5, 2019

8:00 a.m. – Exhibit Booth #

12:00 p.m.

## REGISTRATION, MEALS AND HOTEL PRICING SHEET



### REGISTER ONLINE

Register online by **November 8, 2019** at [www.acwa.com](http://www.acwa.com) to take advantage of the advance pricing.



### REGISTER ON SOMEONE'S BEHALF

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

REGISTRATION OPTIONS <i>Advantage pricing applies to ACWA public agency members, associates &amp; affiliates. Standard pricing applies to non-members of ACWA.</i>	ADVANCE DEADLINE: 11/8/19		ONSITE	
	ADVANTAGE	STANDARD	ADVANTAGE	STANDARD
Full Conference Registration & Meals Package	\$725	N/A	N/A	N/A
Full Conference Registration Only (meals sold separately)	\$580	\$870	\$600	\$890
One-Day Conference Registration (meals sold separately) <b>Wednesday:</b> Registration includes Welcome Reception on Tuesday evening <b>-OR-</b> <b>Thursday:</b> Registration includes ability to purchase a ticket for Friday breakfast	\$345	\$520	\$365	\$540
Guest Conference Registration (meals sold separately) Guest registration is not available to anyone with a professional reason to attend.	\$75	\$75	\$75	\$75
MEAL FUNCTIONS	ADVANCE		ONSITE	
Wednesday Opening Breakfast - December 4	\$50		\$55	
Wednesday Luncheon - December 4	\$55		\$60	
Thursday Networking Continental Breakfast - December 5	\$40		\$45	
Thursday Luncheon - December 5	\$55		\$60	
Thursday Dinner - December 5	\$70		\$75	
Friday Breakfast - December 6	\$50		\$55	

### HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. **Conference special rate is available August 19 - November 8**, based on availability.

#### HOTEL

Manchester Grand Hyatt San Diego  
1 Market Place, San Diego, CA 92101

#### ROOM RATES

Single/Double \$209 per night\*  
Triple \$234 per night\*

\* Subject to the following taxes & fees:  
10.5% occupancy tax, 2% SD Assessment and \$0.65 CA tourism assessment

**Deadline for group rate is November 8, 2019**

#### IMPORTANT DATES

For those **registering for conference prior to August 19**, hotel information will be provided via e-mail on August 19.

For those registering for conference from **August 19 to November 8**, your confirmation e-mail will include hotel reservation information and an opportunity to receive a conference special hotel rate.

### QUESTIONS?

Contact us at (888) 666-2292

**Cancellation deadline: November 8, 2019 4:30 p.m. (PST)**

Conference terms and conditions available at [acwa.com](http://acwa.com) in the event section.



# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 9  
APN: N/A

---

**SUBJECT:** APPROVE WORK RELEASE NO. 021 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. TO PERFORM A PSM/RMP FIVE-YEAR UPDATE AND COMPLIANCE AUDIT

---

**RECOMMENDED ACTION:** Approve Work Release No. 021 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Perform a PSM/RMP Five-Year Update and Compliance Audit and Authorize General Manager to Execute

---

**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District (OID) facility is a California Accidental Release Prevention (CalARP) Program Level 3 facility as determined by the Stanislaus County due to the quantity of Magnacide exceeding the CalARP threshold of 500 pounds and the CalOSHA threshold quantity of 150 pounds. Based upon the CalARP Program Level 3 requirements the OID is required every five years to update the program and perform a Compliance Audit every three years. Condor Earth Technologies (Condor) has assisted the OID with the last five year update and the last two three year Compliance Audits, therefore they are well versed in our CalARP Program and the fundamentals of our magnacide operations. Work Release No. 21 will authorize Condor to perform the five year update of the Program before the January 7, 2020 due date, perform a three year Compliance Audit before the August 20, 2020 due date and conduct a Process Hazard Analysis (PHA) before the December 3, 2019 due date. Along with the PHA Condor will also prepare the Offsite Consequence Analysis (OCA) update for magnacide, review prevention programs and perform a thorough review of the CalARP/PSM Program text to reflect current regulatory requirements.

Staff recommends that the Board authorize the General Manager to execute Work Release No. 021 to Condor Earth Technologies.

**FISCAL IMPACT:** Estimated Not to Exceed Amount \$13,904.00

**ATTACHMENTS:**

- Work Release No. 21 w/ Exhibit "A"

---

**Board Motion:**

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

**VOTE:**

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

Action(s) to be taken:





## **Work Release No. 021** **PSM/RMP 5-Year Update & Compliance Audit**

### **Background**

In 2014 and 2017 Condor Earth Technologies (Condor) performed the 3-Year Compliance Audit of the Oakdale Irrigation District's (OID) magnacide (acrolein) California Accidental Release Prevention (CalARP) Program. A compliance audit is required on a 3-year interval per 19 California Code of Regulations (CCR) 2760.8. A Process Hazard Analysis (PHA) is required to be revalidated every 5 years per 19 CCR 2760.2.

### **Scope of Work**

Condor will perform the 3-Year Compliance Audit required by CalARP Program regulations and perform a 5-Year update of the program, prepare the required Offsite Consequences Analysis (OCA) update for acrolein, review prevention programs and perform a thorough revision of the CalARP/PSA Program text to reflect current regulatory standards. See the attached Exhibit "A" for Condor's detailed Scope of Work, Proposal, Process and Deliverables. The Scope of Work is summarized into three tasks noted below and detailed in the attached Exhibit "A".

- Task No.1 – PHA Revalidation
- Task No. 2 – RMP Five Year Update
- Task No. 3 – Triennial Compliance Audit

### **Schedule**

Condor will begin work as early as November 2019. The date for each task, beginning with the PHA, will be mutually agreed upon by both parties. The point of contact for Work Release No. 013 will be Jason R. Jones, OID's Support Services Manager.

### **Pricing**

Condor will perform the services based on assumptions included in the Scope of Work – Exhibit "A" and Conditions of Services. The Work will be performed on a Time and Materials basis in accordance with the 2019 Schedule of Fees. The estimated fee costs are summarized below by tasks:

• Task No.1 – PHA Revalidation	\$ 5,467.00
• Task No. 2 – RMP Five Year Update	\$ 4,356.00
• Task No. 3 – Triennial Compliance Audit	<u>\$ 4,081.00</u>
Estimated Not to Exceed Amount	\$13,904.00

**Terms and Conditions**

All Terms and Conditions identified in Professional Services Agreement 2009-PSA-003 will remain in effect for Work Release No. 021.

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

**Oakdale Irrigation District**

By: \_\_\_\_\_

Name: Steve Knell, P.E.

Title: General Manager

Date: \_\_\_\_\_

**Condor Earth Technologies**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit "A"

**CONDOR EARTH**  
21663 Brian Lane, P.O. Box 3905  
Sonora, CA 95370  
209.532.0361  
Fax 209.532.0773  
[www.condorearth.com](http://www.condorearth.com)

Condor Project No. 7818AP

July 12, 2019

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

**Subject: PSM/RMP 5-Year Update and Compliance Audit for Oakdale Irrigation District**

Dear Mr. Jones:

Thank you for the opportunity to provide this Proposal to Oakdale Irrigation District (OID) for chemical risk management program services. We are pleased that you are considering Condor Earth (Condor) to assist you. Contained herein is a summary of the assistance Condor proposes for this work. According to information provided about your facility and the proximity to offsite public receptors, your facility is a California Accidental Release Prevention (CalARP) Program Level 3 facility as determined by Stanislaus County due to the quantity of Magnacide™ (acrolein) exceeding the CalARP threshold quantity of 500 pounds and the CalOSHA threshold quantity of 150 pounds. This Proposal and associated cost estimate are based upon CalARP Program Level 3 requirements with associated Process Safety Management (PSM) regulations. The process is not subject to Federal Risk Management Program (RMP) standards because the quantity is below the threshold quantity of 5,000 pounds.

We understand that OID has an existing CalARP/PSM Program (Program). You have expressed a desire for Condor to perform a 5-year update of the Program on or before its January 7, 2020 due date and perform a 3-year Compliance Audit on or before its August 20, 2020 due date. Condor proposes to conduct a Process Hazard Analysis (PHA) on or before its December 3, 2019 due date, prepare the required Offsite Consequence Analysis (OCA) update for acrolein, review prevention programs and perform a thorough revision of the CalARP/PSM Program text to reflect current regulatory requirements.

Condor has included separate task descriptions and cost estimates for this work at your request.

### **SCOPE OF WORK**

Condor proposes to perform the following tasks:

#### **Task 1 – PHA Revalidation**

Update required every 5 years per 19 CCR 2760.2.

Process:

- Hazards and Operating (HazOp) Methodology for the PHA revalidation.
- Facilitate and document the re-validation PHA. The study will consist of:
  - Process Safety Information (PSI) review.
  - Piping & Instrumentation Diagram (P&ID) review and preparation for study session.

- Equipment walk-downs.
- HazOp Study. Ideally a representative of management, an operator, the vendor who provides the acrolein and a maintenance person should participate in the process.
- One day budgeted for onsite orientation (1 hour) and PHA session (6 hours). Additional time may be required, depending on the makeup of the PHA team.

**Deliverables:**

- HazOp study sheets, action item tables, training materials, risk ranking matrix detailing severity, likelihood, and overall risk for potential hazards identified.
- Summarize PHA results in tabular format convenient for risk ranking.
  - Assist OID with ranking the probability and consequence of each potential release scenario.
  - Add mitigation measures and implementation responsibilities, as identified by OID, to the tabulations.
  - Submittal of PHA study sheets to OID for inclusion in the CalARP/RMP documentation on or before its December 3, 2019 due date.

**Task 2 –RMP 5 Year Update**

- Perform new OCA with updated Zones of Vulnerability maps, populations and Sensitive Populations per 19 CCR 2750.7.
- Provide updated RMP for OID records and updated CalARP registration for submission to Stanislaus County Department of Environmental Resources on or before its January 7, 2020 due date.

**Task 3 – Triennial Compliance Audit**

Required every 3 years by CalARP or RMP per 19 California Code of Regulations (CCR) 2760.8.

**Process:**

- Review existing Program Level 3 RMP programs and related documents for compliance with CalARP regulations.
- Review existing training records and maintenance documentation for compliance with CalARP regulations.
- Onsite time budgeted at 6 hours to occur on or before its August 20, 2020 due date.

**Deliverables:**

- Provide a written document detailing regulations, deficiencies noted, and recommendations to return to compliance.
- Provide an editable Recommendations Log for demonstrating return to compliance for accepted recommendations.



## **DETAILED DESCRIPTION OF TASKS**

### **Task 1 - Process Hazard Analysis (PHA) - 5-Year Cycle**

The PHA is a method for analyzing the system to determine weak points that could result in an acrolein release. Recommendations from past PHAs, Operating Procedures, Operator Training and release incidents will be reviewed as well as current construction and operation of the system. The PHA will determine areas of concern that are ranked according to severity and likelihood and then ranked as to total risk in a matrix. Items scored in the matrix and that have potential for having their hazards reduced through mitigation measures are placed into a Recommendations Log according to ranked severity. The recommendations are then scheduled for mitigation by the facility and tracked to completion in the editable Recommendations Log.

### **Task 2 – RMP update – 5-Year Cycle**

A new OCA will need to be performed to capture changes in affected and sensitive populations for the 5-Year Update. The OCA will include a description of the release scenarios, the release calculations, and descriptive and graphical presentations of the chemical plume concentrations. Condor will estimate the number of receptors within the toxic endpoints listed in the Census 2010 database and USGS maps, and prepare documentation related to Condor's OCA findings for OID's CalARP compliance program.

An updated CalARP/PSM document will be prepared. Results of Tasks 1 and 2 will be incorporated into CalARP/PSM documents for submittal to the Stanislaus County Department of Environmental Resources. The CalARP/PSM documentation will consist of an executive summary, a discussion of the OID prevention programs, PHAs, OCAs Compliance Audits and the CalARP Data Elements prepared following guidelines available at the time this Scope of Work was prepared. The CalARP/PSM report will reference all documentation used and generated as part of the work described herein. A review of existing policies and programs, description of the PHA techniques used, a description of the process systems, the PHA study sheets, risk ranking and mitigation measures tables and PHA training will be included in the report. The report will also contain a review of external events studies by others, such as seismic events, if provided by OID.

Condor proposes to submit an electronic copy of the RMP for submission to the Stanislaus County Department of Environmental Resources. The electronic version is also for your records.

### **Task 3 - Triennial Compliance Audit – 3-Year Cycle**

The Triennial Compliance Audit is a review of the documentation required by Program Level 3 CalARP regulations. Condor performs numerous compliance audits in Stanislaus County and will review the documentation to determine if it meets with the current regulatory requirements. A report will be prepared that meets Stanislaus County guidelines.

Each of these tasks of proposed work is included in the Work Order. The estimated cost of each task is provided.



## OAKDALE IRRIGATION DISTRICT PROJECT PARTICIPATION

Condor anticipates that OID participation in the project will include the following activities:

1. Provide requested data, including process safety information, plant description, 5-year accident history, Emergency Action Plan, Maintenance Program, Training Program, Incident Investigation Program, Management of Change forms for the last 5 years.
2. Schedule appropriate knowledgeable management, maintenance, operations, acrolein vendor, and Stanislaus County regulatory (if requested) personnel for participation in PHA study.
3. Review draft reports and provide comments.

## SCHEDULE

Condor estimates that this work can begin as early as November of 2019 after negotiation of a mutually acceptable contract for services. The date for each task, beginning with the PHA, will be set by mutual agreement. The due date for the PHA is December 2019. The updated CalARP registration for submission to Stanislaus County is due on or before January 7, 2020. The Compliance Audit is due in August 2020.

## BUDGET

The estimated cost for providing the services described herein for the covered process at Oakdale Irrigation District is stated below.

Task	Cost
1. PHA	\$5,467
2. 5-Year Update	\$4,356
3. Compliance Audit	\$4,081
<b>Total</b>	<b>\$13,904</b>

A cost estimate spreadsheet is attached for your review. These estimated costs are based on assumptions included in this Scope of Work and Conditions of Services. All work will be billed on a time-and-materials basis per the attached Schedule of Fees.

## CONDITIONS OF SERVICES

1. OID will perform the activities listed in Oakdale Irrigation District Project Participation above.
2. The Scope of Work is restricted to that which is outlined in this Proposal, and a mutually agreed upon contract for services.
3. The Scope of Work assumes one acrolein system exceeding the CalARP threshold quantity of 500 pounds and is below the Federal RMP threshold quantity of 5,000 pounds.
4. Document reviews will be completed within 2 weeks of submission to OID.
5. Guidance and consultation not included in this Scope of Work will be provided on a time-and-materials basis pursuant to Condor's current schedule of fees.
6. Subject to Limitations that will become part of contract documents.



## LIMITATIONS

The CalARP/PSM will be prepared by Condor at the direction of OID for its sole use, the only intended beneficiary of this work. No other party should rely on the information contained herein without the prior written consent of Condor and OID. All information, opinions, interpretations, conclusions, and recommendations contained within are based on information received from others. It is beyond the scope of Condor's work to verify the accuracy of such information. The CalARP/PSM programs, therefore, are subject to the limitations and qualifications associated with and/or presented in the referenced documents. Condor employs a professional standard of care. This is defined in Condor's Terms for Environmental Consulting and is incorporated in this Proposal.

Condor does not provide any guarantee or warranty that compliance with applicable chemical risk management regulations or statutes is proven or accomplished with the creation of a CalARP/PSM programs. Condor does not provide any guarantee or warranty against chemical releases from the facility and will be held harmless by Oakdale Irrigation District from any injuries and/or damages that may result from such releases.

## TERMS

If acceptable, please assign a Work Release to cover this Proposal. Unless directed otherwise, the work will be performed per our Professional Services Agreement with OID (2009-PSA-003).

Condor looks forward to continuing to work with the OID on this project. Please contact Greg Taylor with any questions or comments at [gtaylor@condorearth.com](mailto:gtaylor@condorearth.com) or 209.495.2651.

Sincerely,

CONDOR EARTH



Greg Taylor  
Senior Process Safety Management Specialist



Robert Job, PE, CPSA, CPEA  
President, CEO

Enclosures:

Cost Estimate  
Schedule of Fees

X:\Project\7000\_prj\7818AP OID 2019 RMP Update\_PHA\Contracts\_Proposals\_CE\FR P 20190712 OID RMP Update .docx





**COST ESTIMATE**  
**Oakdale Irrigation District**  
**Oakdale, CA**  
**RMP/PSM Compliance Audit & Five-Year Update**  
**Magnacide™ (Acrolein) System**

DATE: July 12, 2019  
PREPARED BY: Condor Earth  
CET PROJECT NUMBER: 7818AP

Description	Hrs	Rate	Cost	Subtotal	Total
<b>Task 1 Process Hazard Analysis (PHA)</b>					
<b>Draft PHA Worksheets (office)</b>					
Senior PSM Specialist	8	\$175	\$1,400		
Project Management		10%	\$140		
				\$1,540	
<b>Facilitate and Scribe PHA (onsite)</b>					
Senior PSM Specialist	8	\$175	\$1,400		
Project Management		10%	\$140		
				\$1,540	
<b>Complete PHA Worksheets, Summary Report (office)</b>					
Senior Principal	2	\$235	\$470		
Senior PSM Specialist	8	\$175	\$1,400		
Technical Editor	4	\$75	\$300		
Project Management		10%	\$217		
				\$2,387	\$5,467
<b>Task 2 - RMP 5-Year Update (including OCA)</b>					
Senior Principal	2	\$235	\$470		
Senior PSM Specialist	12	\$175	\$2,100		
Technical Editor	6	\$75	\$450		
Administrative Assistant	4	\$70	\$280		
GIS Technician	3	\$125	\$375		
Draftsperson	3	\$95	\$285		
Project Management		10%	\$396		
				\$4,356	\$4,356
<b>Task 3 Triennial Compliance Audit</b>					
Senior Principal	2	\$235	\$470		
Senior PSM Spec. Prepare Audit	2	\$175	\$350		
Senior PSM Spec. Perform Audit	6	\$175	\$1,050		
Senior PSM Spec. write-up	8	\$175	\$1,400		
Administrative Assistant	2	\$70	\$140		
Technical Editor	4	\$75	\$300		
Project Management		10%	\$371		
				\$4,081	\$4,081
<b>Total Estimate for CalARP/PSM Program Tasks 1 - 3)</b>					<b>\$13,904</b>



**CONDOR EARTH  
PREVAILING WAGE SCHEDULE OF FEES  
2019**

<b><u>STAFF MEMBER</u></b>	<b><u>RATE PER HOUR (\$)</u></b>
<b>PRINCIPALS/PROJECT MANAGEMENT</b>	
Senior Principal .....	235.00
Principal Engineer/Geologist.....	210.00
Project Director .....	200.00
Construction Manager .....	195.00
Project/Senior Manager .....	175.00
<b>TECHNICAL</b>	
Senior Tunneling Consultant.....	225.00
Senior Geotechnical Engineer .....	200.00
Registered Geotechnical Engineer.....	190.00
Certified Hydrogeologist/Engineering Geologist .....	190.00
Senior Geologist/Engineer/Environmental Specialist .....	180.00
Senior Process Safety Management Specialist .....	175.00
Unmanned Aerial System (UAS) Specialist.....	150.00
GIS Programmer/Analyst .....	150.00
Process Safety Management Specialist .....	145.00
Resident Construction Inspector.....	145.00
Associate Geologist/Engineer/Environmental Specialist .....	145.00
Aboveground Storage Tank (AST) Certified Inspector.....	135.00
Staff Geologist/Engineer/Environmental Specialist.....	130.00
GIS Technician.....	125.00
Field Environmental Specialist (Group 2).....	125.00
Engineering Assistant .....	105.00
Senior Technician.....	100.00
Draftsperson .....	95.00
Technician .....	85.00
Specialty Consultant/Tunnel/Construction .....	275.00
<b>MATERIALS TESTING</b>	
Material Technician (Group 1)* .....	133.00
Material Technician (Group 2)* .....	128.00
Material Technician (Group 3)* .....	123.00
Material Technician (Group 4)* .....	118.00
MTSI Project/Laboratory Manager .....	110.00
Senior Materials Technician (non-PW) .....	90.00
<b>SUPPORT STAFF</b>	
Administrative Specialist.....	100.00
Project Coordinator .....	100.00
Technical Editor .....	75.00
Administrative Assistant .....	70.00
<b>MISCELLANEOUS</b>	
Overtime (all Saturday work is overtime) .....	(1.3 times rate)
Double-time (all Sundays and Holidays).....	(1.7 times rate)
Shift Pay** (Night Shift).....	(1.1 times rate)
Shift Pay** (Night Shift) Overtime (all Saturday work is overtime) .....	(1.4 times rate)
Shift Pay** (Night Shift) Double-time (all Sundays and Holidays) .....	(1.75 times rate)
Litigation Support.....	400.00



## NON-LABOR CHARGES

Vehicle Charge: ..... \$100 per day

Laboratory Charges per Condor Laboratory Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

## OUT-OF-POCKET EXPENSES

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

## CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS

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

\*California Prevailing Wage increase effective October 1, 2019 for Group 1 and Group 2 (All Shifts) of \$3.20; Group 3 and Group 4 of \$3.00. Condor bill rates for these staff types will increase by these amounts on the effective date.

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



# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 10  
APN: N/A

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**SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT 2019-PSA-004 WITH LIEBERT CASSIDY WHITMORE AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

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**RECOMMENDED ACTION:** Approve Professional Services Agreement 2019-PSA-004 with Liebert Cassidy Whitmore and Authorize General Manager to Execute

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**BACKGROUND AND/OR HISTORY:**

Professional Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant providing it services. The following consultant will be utilized by the District for Labor Negotiation Services. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract.

Liebert Cassidy Whitmore, Labor Negotiation Services

Staff recommends that the Board authorize the General Manager to execute Professional Services Agreement 2019-PSA-004 with Liebert Cassidy Whitmore.

**FISCAL IMPACT:** Unknown at this time.

**ATTACHMENTS:**

- Professional Services Agreement 2019-PSA-004
- 

**Board Motion:**

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

**VOTE:**

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

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



## PROFESSIONAL SERVICES AGREEMENT

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**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is effective as of Month/Date/Year (the "Effective Date") by and between Liebert Cassidy Whitmore ("Consultant"), with offices at 400 Capitol Mall, Suite 1260, Sacramento, California 95814, and **Oakdale Irrigation District**, an irrigation district organized pursuant to Division 11 of the California Water Code ("Client"), with offices at 1205 East F Street, Oakdale, California 95361.

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

1. **Services:** Consultant and Client agree Consultant will perform the services identified as defined in **Exhibit "A"** or on each **Work Release** issued. Consultant will perform the following Scope of Work:

### LABOR NEGOTIATION SERVICES

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2. **Independent Contractor Relationship:** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client. Consultant will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Consultant is an independent contractor, Client will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest. Consultant warrants that, to the best of its knowledge, there is no other existing contract or duty on Consultant's part inconsistent with this Agreement.
3. **Prevailing Wages:** Consultant shall pay its employees and agents not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code where determined to be necessary and appropriate in accordance with the law. The rate shall be based on the prevailing rate of per diem wages at the time the actual

work is performed. Copies of the prevailing rate of per diem wages are on file at Client's offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

4. **Manner of Performance:** The manner and means which Consultant chooses to complete the Work are in Consultant's sole discretion and control. In completing the Work, Consultant agrees to provide its own equipment, tools, and other materials at its own expense. Consultant shall perform the services necessary to complete the Work in a timely and professional manner consistent with industry standards.
5. **Changes/Amendments.** This Agreement may not be changed except by written amendment signed by both parties. Services not expressly set forth in this Agreement are excluded. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, in Client's reasonable discretion, to compensate Consultant for any reasonable additional costs directly attributable to the delay.
6. **Fees for Services:** All Work shall be performed on an as-needed basis. For each Task, a **Work Release** will be issued. If the Work can be defined sufficiently prior to the Work Release, a lump sum amount as payment for the Work will be negotiated and identified on the **Work Release**. However, if the scope of Work cannot be defined, Work will be paid for on a time-and-material basis. The rates will be in accordance with the attached rates in **Exhibit "B"**. All rates will include payroll burdens and benefits, overhead, and profit. The rates identified on **Exhibit "B"** shall remain fixed for the duration of the Work; provided, however, that Consultant may request, in writing, a modification of such rates. Any modifications may only take effect if and after approved by the Client's Board of Directors, at which point Client and Consultant shall enter into a written modification of this Agreement to reflect such increased rates. In no event will Client be held accountable for any additional cost except in accordance with the terms and procedures of this Agreement.
7. **Payment:** Payment shall be made for undisputed invoices within thirty (30) days of receipt by Client of Consultant's invoice and per the current rate schedule attached as **Exhibit "B"**, or per the pricing identified in each **Work Release**. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but within seven (7) days after receipt with an explanation setting forth the reasons in writing why the invoice is not proper. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, if required.** If any other payment schedules are needed by Consultant, the Consultant must obtain approval before the project begins. All invoices for project are to be sent to the Client's accounts payable department with the project name listed on the invoice.

Invoices submitted to Client for payment shall include a daily breakdown of tasks worked on, hours spent on specific tasks, and the parties performing the Work every day within the billing cycle. If the Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Work hereunder or

may initiate collection proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

**8. Insurance:** Consultant shall maintain insurance with the following required coverage and minimum limits and, upon request, shall provide insurance certificates to the Client:

- Commercial General Liability: \$1,000,000 per occurrence  
\$2,000,000 aggregate
- Auto Liability: \$1,000,000 per occurrence
- Workers' Compensation coverage:
- Consultant's coverage is primary and Client's coverage is noncontributory AM Best Rating A = VII or better
- Thirty (30) day notice of cancellation
- Professional Liability not less than: \$1,000,000

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

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

**A. Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
- ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

**B. Limits:** Consultant shall maintain limits no less than the following limits:

- i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and



- ii. **Automobile Liability of One Million Dollars (\$1,000,000)** for bodily injury and property damage each accident limit.

C. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. Client, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
- ii. For any claims related to the Work, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- 10. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

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

- 11. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
- 12. **Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.

13. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation, of insurance. Consultant shall provide Client a certified copy of any and all applicable insurance policies upon request of Client. Timely renewal certificates will be provided to Client.
14. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.
15. **Indemnity:** The Consultant shall hold harmless, indemnify and defend the Client and its officers, employees, servants, agents, successors and assigns from and against any and all claims, demands, judgments, awards, liability, loss, cost or expense, including attorney's fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Consultant or any of its officers, employees or agents in the performance of this Agreement, except such damage as is caused by the sole negligence of the Client or any of its directors, officers, employees, or authorized volunteers.
16. **Laws, Regulations and Permits:** Consultant shall give all notices required by law and exercise due professional care to comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Consultant shall be liable for all violations of the law in connection with Work furnished by Consultant caused by Consultant's legal fault. If Consultant observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Consultant shall promptly notify Client in writing prior to proceeding with any Work in accordance therewith.
17. **Safety, Illness and Injury Prevention Plan (IIPP):** Client is not responsible for Consultant's means, techniques, sequences, or procedures, or the safety precautions and programs incident thereto. All work will be performed in compliance to the CAL/OSHA requirements and regulations. Consultant is not responsible for site safety at any site. Client or contractor will be responsible for site safety.
18. **Termination:** Either party may terminate this Agreement upon Thirty (30) days' written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued. Upon termination of the Agreement or earlier as requested by Client, Consultant shall deliver to Client any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Client Work Product or Proprietary Information of Client.
19. **Reuse of Work Products:** "Client Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by



Consultant in the course of any work performed for Client under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Consultant intends to use in performing the Work under this Agreement, (b) is either owned solely by Consultant or licensed to Consultant with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the Client Work Product shall be assigned to, and shall become, the property of Client and Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Client shall have the right to make and retain copies and use all Work Products; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client will indemnify and hold Consultant harmless if work product is used for other than for its original intended purpose.

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

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

20. **Proprietary Information:** Consultant agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Client's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining Client's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of Client. Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Client's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Consultant from a third party without confidential limitations, (3) it has been independently developed for Consultant by personnel or agents having no access to the Client Proprietary Information, or (4) it was known to Consultant prior to its first receipt from Client. Consultant agrees not to disclose to

- Client, or bring into Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Consultant.
21. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement by either party, Consultant agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with Client.
22. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based upon third party claims, shall not exceed fifty thousand dollars (\$50,000)
23. **Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
24. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicate is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.
25. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operations expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.
26. **Miscellaneous:**
- A. This Agreement is binding upon the Client and Consultant. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
  - B. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.
  - C. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

August 6, 2019

- D. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- E. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- F. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to Client for which there might be no adequate remedy at law, and Client is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

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

**OAKDALE IRRIGATION DISTRICT**

**Liebert Cassidy Whitmore**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RECEIVED

SEP - 7 2018

**LCW** LIEBERT CASSIDY WHITMORE

**OAKDALE ID**

400 CAPITOL MALL, SUITE 1260  
SACRAMENTO, CALIFORNIA 95814  
T: 916-584-7000 F: 916-584-7083

gdungy@lcwlegal.com  
916.584.7010

September 7, 2018

**VIA EMAIL**

Mr. Steve Knell, P.E.  
General Manager  
Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

**Re: *Statement of Qualifications – Labor Negotiations***

Dear Mr. Knell:

Thank you for the opportunity to submit information regarding Liebert Cassidy Whitmore's negotiation services for the Oakdale Irrigation District. Provided below is a summary of our public sector labor relations practice.

Liebert Cassidy Whitmore has offices in Sacramento, San Francisco, Fresno, Los Angeles, and San Diego and has been in existence since 1980. We have 85 attorneys and four paralegals. Our Firm Resume detailing our labor and employment practice is attached.

**Statement of Qualifications**

As you may know, Liebert Cassidy Whitmore ("LCW") provides responsive and highly competent legal advice, representation, litigation services, negotiations and training to public entities throughout California. Our competitive advantage over other firms is that we focus our practice on public sector labor relations and employment law and are committed to providing high quality, cost effective and practical solutions for the challenges faced by California's public agencies. One particular area of expertise is our labor relations representation services in all forms of collective bargaining and impasse resolution processes, such as mediation, factfinding and interest arbitration. Our attorneys are well-versed at handling multiple bargaining tables and are experienced in utilization of different bargaining techniques in order to successfully conclude negotiations.

We believe that our experienced and practical approach to negotiations, as well as our problem-solving orientation, results in a smoother and more expeditious negotiating process, fewer sustainable grievances or unfair labor practice charges, and ultimately, a more cost-effective method of collective bargaining.

Public Employee Retirement System ("PERS"), the County 1937 Retirement Act, and local agency retirement laws, as well as on retiree health benefit issues. In particular, LCW negotiators know the details of the new Public Employees Pension Reform Act of 2013 ("PEPRA") and how the new law impacts agency obligations at the bargaining table regarding retirement formulas, employer-employee pension contributions and rules on reportable compensation. In addition, our negotiators regularly provide advice and counsel on how to negotiate pension contract amendments, disability retirement procedures and obligations, service credit, GASB issues, unfunded liability issues, retiree health benefits and vested rights issues.

#### Impasse Resolution

- LCW negotiators have been directly involved in hundreds of impasse resolution proceedings, including mediation, fact-finding and interest arbitrations. Related to this area, our firm has conducted numerous trainings and briefings on the fact-finding requirements imposed by AB 646 for agencies subject to the Meyers-Milius-Brown Act ("MMBA"), and our negotiators have handled a fair number of actual fact-findings under the law. In addition, our labor negotiations practice group has developed strategic plans for navigating the laws and regulations on impasse resolution procedures, including unilateral implementation of the agency's last, best and final offer.

#### Fair Labor Standards Act

- LCW has a thriving practice advising public agencies on compliance with the FLSA wage and hour laws, and our negotiators have particular expertise addressing FLSA issues at the bargaining table. This includes knowledge on the extent to which FLSA issues are subject to negotiation, identification of higher overtime benefits provided by the labor agreement, overtime exemption challenges and regular rate of pay issues.

#### Benefits and Leaves of Absence

- Our labor relations experts have experience with a multitude of benefit programs subject to meet and confer and included in labor agreements. These include medical plans, including CalPERS' Public Employee's Medical & Hospital Care Act ("PEMHCA") programs, Affordable Care Act ("ACA") compliance, Section 125 plan structures, along with ancillary benefits (e.g. Dental, vision, life insurance, disability plans, deferred compensation plans, etc.). In addition, leave of absence provisions both as required under the law

**Our Approach to Negotiations:**

Our approach to negotiations will be guided by the philosophy, goals and objectives of our clients, the financial situation in which our client finds itself, as well as a number of other factors. In general however, our approach includes the following:

- We work through the General Manager and his/her designated staff, and work with and for the Board of Directors. We provide professional advice to assist the District in determining its policy goals and objectives, which then become our goals and objectives; we see our job as applying our best efforts and skills to achieving them.
- We believe in carefully organizing for negotiations, with goals and objectives kept well in mind. The negotiating process, we believe, consists of definable stages, from preparatory activities to the preliminary bargaining phases, "hard bargaining," and finally to agreement or impasse procedure. Each stage of the process requires an organized approach in order to maximize the chances of attaining bargaining objectives.
- Where we reasonably anticipate adversarial bargaining, concession bargaining, factfinding/binding arbitration, unilateral implementation, or other particularly challenging bargaining issues, we work closely with our clients to ensure they are best prepared and positioned for a successful outcome when agreements cannot be reached. We stress that preparation for an impasse hearing process must occur throughout all stages of bargaining where factfinding or binding interest arbitration is required.
- We assist our clients in identifying and obtaining practical solutions to the financial difficulties public agencies are experiencing.
- Our philosophy is not one of "union busting," but rather one of using a professional approach that seeks to achieve and maintain professional relationships, notwithstanding the adversarial aspects of the process. We attempt to contribute positively to the long-standing labor relationship between our clients and their employee organizations; however, we are experienced with and prepared to respond to the hardline approach and tactics used by certain employee organizations.
- We assist our clients in protecting and maximizing their management rights and the discretion to set standards of service and retain the prerogative to direct, assign, evaluate, hire, fire and reorganize.
- We see the conclusion of negotiations as a framework for establishing a constructive employer-employee, organization-employee relations structure,

Mr. Steve Knell  
**Re: *Statement of Qualifications***  
September 7, 2018  
Page 7

opening up simultaneously, I would work carefully with District staff to ensure that negotiations with multiple units are coordinated to be consistent where necessary but different, where differing issues so require.

### **Rate and Service Structure**

The firm bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Our firm evaluates our rates on an annual basis and occasionally makes modest rate increases. We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. We have a proven track record of fairly accurately estimating costs, given the many variables inherent in each matter.

Because our practice is statewide, we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research nuances in the law and issues that other members of the firm have recently worked on.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Gage C. Dungy.....\$370

### **Retainer Option**

Our typical monthly retainer for negotiations is \$3,450 for the first unit and \$920 for each additional unit. The monthly hours are then capped based on the reduced hourly rate of \$355. For example, if we were to negotiate 3 units, the monthly rate would be \$5,290, which would cover an average of 14.9 hours of service per month (179 hours annually). Any time over the annual cap would be billed at the standard hourly rates.

For example:

Negotiator	Reduced hourly rate (assuming all allotted hours are worked)	Monthly fee for 3 units	Hours allotted per year (excess hours are billed at the standard hourly rates)
Gage C. Dungy	\$355	\$5,290	179

The retainer covers preparation, telephone consultation, travel time, attendance at governing board meetings, and negotiations. It does not cover post-mediation

Mr. Steve Knell  
Re: *Statement of Qualifications*  
September 7, 2018  
Page 9

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opportunity to collaborate with our clients to create solutions that make them successful.

We offer the Oakdale Irrigation District a range of experienced labor relations services including negotiations, training, advice and representation. We bring both historical and current experience working with public entities to aid the District. And we offer our commitment to the District to provide it with superior service, timely and efficient work product and professional people with whom to work. In short, we would welcome the opportunity to work with you on these negotiations.

For more information about our firm, please visit our website at [www.lcwlegal.com](http://www.lcwlegal.com). If we can answer additional questions, please contact me at [gcdungy@lcwlegal.com](mailto:gcdungy@lcwlegal.com) or 916-584-7000.

Sincerely,

LIEBERT CASSIDY WHITMORE



Gage C. Dungy

GCD:egt





## **Firm Resume**

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A PROFESSIONAL LAW CORPORATION

EMPLOYMENT LAW | LABOR RELATIONS | EDUCATION LAW | MANAGEMENT TRAINING

[www.lcwlegal.com](http://www.lcwlegal.com)

giving advice at the administrative levels of the grievance process through litigating arbitration cases.

### ***Public Employment Relations Board Representation***

Members of the firm have had many years of experience representing our clients in all phases of PERB proceedings, from consultation and responses to Unfair Labor Practice claims through PERB hearings and court appeals. A firm partner served as counsel to the PERB Board's first Chairperson as well as serving as a PERB Administrative Law Judge. Another firm partner served as a representative of the League of California Cities and the California Association of Counties in the legislative and administrative proceedings in connection with the PERB assuming jurisdiction over local agency employment relations.

### **Our Approach to Negotiations**

- We work with and for the chief administrative official and his/her designated staff, and through him/her with the Governing Body. We provide professional advice to assist the agency in determining its policy goals and objectives, which then become our goals and objectives; we see our job as applying our best efforts and skills to achieving them.
- We believe in carefully organizing for negotiations, with goals and objectives kept well in mind. The negotiating process, we believe, consists of definable stages, from preparatory activities to the preliminary bargaining phases, "hard bargaining," and finally to agreement, impasse procedure, or work action. Each stage of the process requires an organized approach in order to maximize the chances of attaining bargaining objectives.
- Our philosophy is not one of "union busting," but rather one of using a professional approach that seeks to achieve and maintain professional relationships, notwithstanding the adversarial aspects of the process.
- We call to the attention of our clients that in return for agreeing to competitive benefit adjustments, it is reasonable for them to seek to contractually protect and maximize their management discretion to set standards of service and retain the prerogative to direct, assign, and stimulate employees to meet them.
- We see the conclusion of negotiations as the beginning for establishing a constructive employer-employee organization-employee relations structure, which requires management training and ongoing involvement with agency management on our part.

experience in developing local agency Employer-Employee Relations Resolutions/Ordinances and personnel policies and procedures. A firm partner developed the League of California Cities Sample Employer-Employee Relations and Personnel Policies and Procedures Ordinances. The firm does extensive work in reviewing agency civil service/personnel policies and rules to assure continuing consistency with the ever-changing dictates of EEO and affirmative action, labor relations and other laws and administrative regulations.

Members of the firm conduct comprehensive audits regarding agency's compliance with the Fair Labor Standards Act (FLSA). Additionally, the firm publishes a comprehensive guide, "Fair Labor Standards Act: A Public Sector Compliance Guide," that serves as a reference to agencies across the country.

To learn more about the FLSA Audits, visit [www.lcwlegal.com/flsa-audit](http://www.lcwlegal.com/flsa-audit) where you can find detailed information about what an FLSA audit entails.

## **Retirement Practice**

The firm provides advice and counsel to public agencies regarding the laws and regulations of public employee retirement plans, including PERS, the County 1937 Retirement Act, and local agency retirement laws, as well as on retiree health insurance issues. The firm defends public agencies that are sued regarding retirement issues, defends public agencies and their employees and retired employees in retirement in cases where PERS acts to reduce benefits, and represents public agencies in disability and industrial disability retirement appeals. The firm helps agencies defend against PERS and other retirement board audits and, where necessary, files administrative appeals to challenge any negative audit findings.

Members of the firm advise on all issues related to PERS, 1937 Act and STRS benefits. For example, we provide advice and counsel to clients regarding retirement formulas, the rules on reportable compensation, PERS and 37 Act contract amendments, disability retirement procedures and obligations, service credit, GASB issues, unfunded liabilities, retiree health benefits, vested rights and elected official benefits.

Retirement issues have major impacts on agency labor relations. The firm provides strategy and guidance during negotiations in regards to retirement benefits, including acting as chief negotiator. We review agency policies and collective bargaining agreements/memoranda of understanding to ensure that they comply with applicable law.

We represent agencies in retirement related administrative appeals and litigation, and have assisted agencies defend claims of underfunding as well as fiduciary obligations.

harassment and ADA issues; Family and Medical Care Leave Acts; violence in the workplace; effective supervision; grievance administration; law enforcement issues and special workshops for governing board members. Experience over the years confirms that not only have the member agencies found the consulting and training services helpful, but an invaluable opportunity for the exchange of ideas and information between agency management.

The firm provides individual training services to public agencies on a half-day or full-day basis. We customize these training programs to the precise needs of the client. For example, we have provided on-site training programs to employees and/or supervisors and managers of over one hundred agencies last year.

Members of the firm make presentations on employment relations law issues to a variety of professional organizations including:

*American Arbitration Association*  
*American Bar Association*  
*Association of California Water Agencies*  
*Association of Legal Administrators*  
*California Association of Joint Powers Authorities*  
*California Association of Independent Schools*  
*California Association of Public Retirement Systems*  
*California County Counsels Association*  
*California Fire District Association*  
*California Law Enforcement Association of Records Supervisors*  
*California Municipal Finance Officers*  
*California Peace Officers Standards and Training (POST) Academy*  
*California Police Chiefs Association*  
*California Public Employer Labor Relations Association*  
*California Sanitation Risk Management Authority*  
*California Society of Municipal Finance Officers*  
*California Special Districts Association*  
*California State Association of Counties*  
*California State Bar Labor and Employment Law Section*  
*California State Sheriffs Association*  
*County Personnel Administrators Association of California*  
*Fire Districts Association of California*  
*International Personnel Management Association*  
*League of California Cities*  
*National Employment Law Institute*  
*National Institute of Municipal Law Officers*  
*National Public Employer Labor Relations Association*



**Gage C. Dungy**

**Partner | Sacramento**

**[gdungy@lcwlegal.com](mailto:gdungy@lcwlegal.com)**

**Tel: 916.584.7000**

## **EXPERIENCE**

Gage provides management-side representation and legal counsel to clients in all matters pertaining to labor and employment law throughout the State of California. This includes both private sector and public sector employers, including cities, counties, special districts, hospitals, businesses, and packing houses, among others.

Gage is experienced in representing and advising employers on various labor and employment law issues, including matters pertaining to employment discrimination/harassment/retaliation, disability accommodation and family/medical leaves of absence, wage and hour law, employee discipline and due process, the meet and confer process, labor relations and negotiations, and the preparation of employment guidelines and policies. Gage represents a range of employers not only in court, but before the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the Public Employment Relations Board, the California Unemployment Insurance Appeals Board, the Workers' Compensation Appeals Board, the Department of Labor and the California Labor Commissioner.

Gage has served as chief negotiator for public sector agencies in labor negotiations with their employee organizations, including both miscellaneous and safety employee units covered under the Meyers-Millias-Brown Act (MMBA). Based on this experience, he is very familiar with the relevant laws and strategic considerations related to the representation of public sector clients at the bargaining table, including the impact of the MMBA's recent impasse fact-finding obligations.

Gage is a popular speaker and trainer and has presented numerous presentations, preventative trainings, and workshops for employers, agencies, and trade associations on the following topics, among others: Preventing Workplace Harassment, Disability and Leave Laws, Performance Management, Labor Relations and the Meet and Confer Process (MMBA), Employee Discipline, Employee Performance Evaluations, Generational Diversity and Succession Planning, Ethics in Public Service, Brown Act/Public Records Act, Annual Audit of Personnel Rules, Public Safety Employment (POBR/FBOR), Embracing Diversity, Wage and Hour Laws, and Legal Issues with Reductions in Force.

Working in Sacramento, Gage also leads LCW's legislative tracking efforts on labor and employment law legislation and works closely with the League of California Cities, California State Association of Counties, and California Special Districts Association to advise on the impacts of such legislation.

## **AFFILIATIONS**

President of the U.C. Davis School of Law Alumni Board

Rotary Club of Fresno

## **AWARDS**

Selected for inclusion in Northern California *Super Lawyers Rising Stars* in the field of Employment Labor Law (2009 - 2017)

## **PUBLICATIONS**

**Nine LCW Attorneys Selected to the List of 2017 Northern California Super Lawyers and Rising Stars**, Press Release, Jul 10, 2017

**Negotiations: The Timing and Order of Settlements**, May 9, 2017

**Workplace Protections for Transgender Employees**, Apr 11, 2017

**The New FLSA Salary Basis Test Regulations Are Here! – Everything California Public Education Employers Need To Know**, Sep 14, 2016

**Should We Still Call It "Kin Care"? – SB 579 Expands Labor Code Section 233's Sick Leave Protections and Modifies Child-Related Activities Leave Under Labor Code Section 230.8**, Aug 18, 2016

**The New FLSA Salary Basis Test Regulations Are Here! – Everything California Public Education Employers Need To Know**, May 20, 2016

**The Anticipation And Wait Is Over – The New FLSA Salary Basis Test Regulations Are Here!**, May 18, 2016

**Does SB 178 Restrict a Public Employer's Ability to Search an Employee's Electronic Devices and Emails?**, May 12, 2016

**New DFEH Regulations Effective on April 1, 2016, Cover Wide Range of Employment Discrimination and Leave Protections Under FEHA**, Mar 16, 2016

**UPDATE – Clean-Up Legislation for California's New Paid Sick Leave Law (AB 304) Signed Into Law - Everything Public Education Districts Need to Know**, Jul 14, 2015

**UPDATED: Questions and Answers about California's New Paid Sick Leave Law (AB 1522) for Public Education Districts**, Jul 14, 2015

**UPDATED: Questions and Answers about California's New Paid Sick Leave Law (AB 1522)**, Jul 14, 2015

**Preventing Workplace Harassment, Discrimination and Retaliation**, City of Los Banos, Los Banos, Oct 25, 2018

**Preventing Workplace Harassment, Discrimination and Retaliation**, City of Stockton, Stockton, Sep 25, 2018

**Labor Relations Training**, California State Association of Counties (CSAC) Labor Relations Class, Martinez, Sep 20, 2018

**Meet and Confer**, Port of Stockton, Stockton, Sep 13, 2018

**Difficult Conversations and Investigations**, County of Lassen, Department of Child Support Services, Susanville, Aug 9, 2018

**Discipline: Putting It Into Practice**, County of Lassen, Department of Child Support Services, Susanville, Aug 8, 2018

**Powerful Leadership: Effective Tips for Stellar General Managers**, California Special Districts Association (CSDA) General Manager Leadership Summit, Olympic Valley, Jun 26, 2018

**Preventing Workplace Harassment, Discrimination and Retaliation and Maximizing Performance Through Evaluation, Documentation, and Discipline**, City of Fairfield, Fairfield, Jun 7, 2018

**Labor Relations in Local Government**, California State Association of Counties (CSAC) Labor Relations Class, Sacramento, May 25, 2018

**In-Depth Policy Breakout: HR and Personnel**, California Special Districts Association (CSDA) Special District Legislative Days, Sacramento, May 23, 2018

**Advanced Investigations of Workplace Complaints**, North State ERC, Chico, May 10, 2018

**Reducing the Chances of an Off-the-Clock Wage Claim**, May 9, 2018

**Reducing the Chances of an Off-the-Clock Wage Claim**, Liebert Cassidy Whitmore, Webinar, May 9, 2018

**Preventing Workplace Harassment, Discrimination and Retaliation**, City of Fairfield, Fairfield, May 3, 2018

**Navigating the Crossroads of Discipline and Disability Accommodation**, Humboldt County ERC, Eureka, Apr 26, 2018

**Issues and Challenges Regarding Drugs and Alcohol in the Workplace**, Humboldt County ERC, Eureka, Apr 25, 2018

**Managing the Marginal Employee**, San Joaquin Valley ERC, Tracy, Apr 19, 2018

**Moving Into the Future**, San Joaquin Valley ERC, Tracy, Apr 19, 2018

**EXHIBIT "B"**  
**FEE AND RATE SCHEDULE**

**Labor Negotiation Services will be provided on an hourly basis billed in increments of one tenth of an hour.**

**Gage C. Dungy**

**\$370/Hour**

**See the attached Exhibit "A" for additional information.**





# **AGENDA ITEMS ACTION CALENDAR**

## **BOARD MEETING OF AUGUST 6, 2019**

## BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 11  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION TO CHANGE THE NAME OF THE TWO-MILE BAR TUNNEL TO THE STEVEN A. WEBB TUNNEL**

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**RECOMMENDED ACTION:** Adopt Resolution to Change the Name of the Two-Mile Bar Tunnel to the Steven A. Webb Tunnel

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**BACKGROUND AND/OR HISTORY:**

Steve Webb served as a Director on the Board of Directors for the Oakdale Irrigation District for thirty-two (32) years. He was very instrumental in several major accomplishments of the District. One of these accomplishments which has taken place over the last ten years was the planning and completion of the building of the Two-Mile Bar Tunnel.

In honor of his devotion, loyalty and dedication during his thirty-two years of service as a Director it is recommended that the Two-Mile Bar Tunnel be renamed the Steven A. Webb Tunnel.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

- Resolution No. 2019-NIL
- 

**Board Motion:**

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

**VOTE:**

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

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

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2019-NIL**

**ACCEPTANCE OF NAME CHANGE  
OF THE TWO-MILE BAR TUNNEL  
TO THE STEVEN A. WEBB TUNNEL**

**WHEREAS**, the Oakdale Irrigation District desires to honor **Steven A. Webb** for his devotion, loyalty and dedication during his thirty-two years of service as a Director of the Oakdale Irrigation District; and

**WHEREAS**, during his time in office, **Steven A. Webb**, was instrumental in several major accomplishments of the District; and

**WHEREAS**, one of these accomplishments is the building of the Two-Mile Bar Tunnel; and

**WHEREAS**, it is important to honor those whose efforts have beneficially contributed to their constituency by reminding future constituents of their dedication; and

**NOW, THEREFORE** that in sincere appreciation of all that **Steven A. Webb** contributed during his thirty-two years of service, the Oakdale Irrigation District hereby honors **Steven A. Webb** and hereby declares the Two-Mile Bar Tunnel shall be renamed the Steven A. Webb Tunnel.

Upon Motion of Director, and seconded by Director, and duly submitted to the Board for its consideration the above-titled Resolution was adopted this 6<sup>th</sup> day of August 2019.

OAKDALE IRRIGATION DISTRICT

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell, P.E.  
Secretary / General Manager

# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 12  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AWARD BID TO THE LOWEST QUALIFIED BIDDER FOR THE SOUTH MAIN CANAL IMPROVEMENT SEGMENT FOUR LONG TERM REPAIRS PROJECT AND AUTHORIZE GENERAL MANAGER TO EXECUTE ASSOCIATED CHANGE ORDERS**

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**RECOMMENDED ACTION:** Award the Bid to the Lowest Qualified Bidder for the South Main Canal Improvement Segment Four Long Term Repairs Project and Authorize General Manager to Execute Associated Change Orders

---

**BACKGROUND AND/OR HISTORY:**

Staff solicited bids for the South Main Canal Improvements Segment Four Project of which will consist of improvements to areas of the South Main canal including: removing trees and loose rocks, constructing permanent cutslopes, performing minor regrading, preparing the subgrade for new shotcrete wall liner on the upslope side of the canal, removing debris from the canal, placing drain strips and shotcrete liners over prepared subgrades on the upslope side of the canal, placing earth-retention shoring, placing drain strips and shotcrete liners over swales, placing concrete/shotcrete patches over the existing invert and liner, placing new concrete inverts, and placing concrete or shotcrete overlays on the invert and downslope side of the canal. The work will be performed from the downstream portal of the Two-Mile Bar Tunnel to the upstream portal of Tunnel 7 at Highway 108, along approximately 4,000 linear feet of canal as described in the Contract Documents. The bids were due June 28, 2019 which four bidders submitted bids. The bids have been reviewed and a determination has been made by OID staff and Condor Earth Technologies (Condor) staff that Sierra Mountain Construction, Inc. (SMC) submitted the lowest responsive and responsible bid. SMC meets the experience requirements under Section 00550, Bidder's Responsibility Statement.

For the reasons noted above, OID and Condor staff are providing a recommendation to the Board to award the bid for the Two-Mile Bar Tunnel Project to SMC for a lump sum price of \$1,705,127.00.

The Engineer's Estimate of Probable Construction Costs for this Project is \$2,500,000.00.

**FISCAL IMPACT:** \$1,705,127.00

**ATTACHMENTS:**

- Bid Results Spreadsheet
- Copy of SMC Bid

---

**Board Motion:**

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

**VOTE:**

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

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

**Oakdale Irrigation District**  
**Segment 4**  
**Bid Opening Total Base Bid Price**  
**June 28, 2019**

Bidder	Base Bid Price (Low to High)
Sierra Mountain Construction, Inc.	\$ 1,705,127.00
Magorian Mine Services	\$ 1,822,054.00
Drill Tech Drilling and Shoring	\$ 2,185,871.00
Syblon Reid	\$ 2,932,360.00

SECTION 00400

"NONCOLLUSION" AFFIDAVIT

State of California  
County of Tuolumne

Douglas J. Benton, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit, as President of Sierra Mountain Construction, Inc. the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

IN WITNESS WHEREOF, the undersigned represent and, warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting thereto their names, titles and signatures at Sonora, Tuolumne County, in the State of California.

BIDDER:

  
(Signature)

June 28, 2019

(Date)

Douglas J. Benton, President  
(Name and Title of Signatories)

Sierra Mountain Construction, Inc.  
(Legal Name Bidder)

**OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS – SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA**

13919 Mono Way, Sonora, CA 95370

(Address)

209-928-1900

(Phone Number)

**- END OF SECTION 00400 -**

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**SECTION 00503**

**GUARANTY**

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The Contractor shall remain responsible for all defects in the Work, for a period of one (1) year following completion and acceptance of the Work by the Owner. Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty techniques, material furnished or methods of installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, the undersigned agrees to reimburse the Owner upon demand, for its expenses incurred in restoring said Work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefore.

Date: June 28, 2019

Sierra Mountain Construction, Inc.

Contractor

**- END OF SECTION 00503 -**

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**SECTION 00530**

**BID**

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Bid Opening: 2:30 p.m.,  
on June 28, 2019  
at Oakdale Irrigation District Office

**NOTE:** Sealed Bids must be delivered to  
Oakdale Irrigation District  
prior to 2:30 p.m., June 28, 2019

Dated: \_\_\_\_\_ June 28, 2019

TO: Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

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

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

**Unit Quantities**

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

**OAKDALE IRRIGATION DISTRICT**  
**South Main Canal Improvements – Segment 4**  
**Schedule of Baseline Bid Prices**

Bid Item	Bid Item Description	Estimated Quantity	Unit	Unit Price	Unit Price Extension
<b>1. Mobilization and Demobilization</b>					
1A	Site Mobilization	1	LS	\$250,000.00	\$250,000.00
1B	Site Demobilization	1	LS	\$18,500.00	\$18,500.00
1C	Staging Area Rental Allowance (Hunter Only) (see Note 1)		Mos.	\$1,500	\$7,500.00
<b>1. Subtotal Mobilization and Demobilization</b>					<b>\$276,000.00</b>

<b>2. Stormwater Management</b>					
2A	SWPPP, EPS, facilities, equipment, materials, operation, etc.	1	LS	\$165,000.00	\$165,000.00
<b>2 Subtotal Stormwater Management</b>					<b>\$165,000.00</b>

<b>3. Tree Removal and Disposal</b>					
3A	Tree removal and disposal (lump sum per tree)	25	EA	\$355.00	\$ 8,875.00
<b>3 Subtotal Tree Removal and Disposal</b>					<b>\$ 8,875.00</b>

OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS - SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA

<b>4. Excavation, Surface Preparation, and Soil/Rock/Concrete Disposal</b>					
<b>4A</b>	Cutslopes, minor re-grading above canal, shotcrete subgrade prep and debris removal in canal (includes excavation and off-site disposal of soil, rock and organic material; hydroseeding of exposed cutslopes is incidental)	5,553	CY	\$25.00	\$ 138,325.00
<b>4B</b>	Excavation for 4-in. invert and saw cuts/chipping of existing concrete invert liner edge (includes excavation and off-site disposal of soil, rock and concrete debris)	<del>205</del> 100	CY	\$260.00	\$ 26,000.00
<b>4C</b>	Invert Edge Prep (includes chipping and off-site disposal of concrete debris)	1,456	LF	\$13.00	\$ 18,928.00
<b>4</b>	<b>Subtotal Excavation, Surface Preparation, and Soil/Rock/Concrete Disposal</b>				<b>\$ 183,253.00</b>

**OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS – SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA**

<b>5. Shotcrete</b>					
5A	4-in. Thick Liner – Upslope Wall (includes fiber reinforcement, weep holes and drain strips; top of shotcrete liner Type A is incidental)	28,749	SF	\$11.00	\$ 316,239.00
5A-1	4-in. Thick Liner – Upslope Wall – Top of Shotcrete Liner Type B	35	LF	\$115.00	\$ 4,025.00
5B	4-in. Thick Liner – Swales (4 each; includes fiber reinforcement and drain strips)	1135	SF	\$8.00	\$ 9,080.00
5B-1	4-in. Wide x 10-in. Deep Down-Turned Liner Edge – Swale	151	LF	\$6.00	\$906.00
5C	9-in. Thick Shotcrete Shoring (includes WWF, drain strips; top of shotcrete liner Type B is incidental)	4,600	SF	\$21.00	\$ 96,600.00
5D	6-in. Thick Shotcrete Shoring (includes WWF, drain strips; top of shotcrete liner Type A is incidental)	1,200	SF	\$18.00	\$ 21,600.00
5E	2-in. Thick Patch (includes fiber reinforcement)	1,040	SF	\$20.00	\$20,800.00
5F	2-in. Thick Downslope Liner Overlay (includes fiber reinforcement)	8,230	SF	\$5.00	\$ 41,150.00
5G	2-in. Thick Invert Edge Overlay (includes fiber reinforcement)	2,060	LF	\$10.00	\$ 20,600.00
<b>5</b>	<b>Subtotal Shotcrete</b>				<b>\$ 531,000.00</b>

<b>6. Drain Pipes</b>					
6A	Drain Pipes	20	EA	\$400.00	\$8,000.00
<b>6</b>	<b>Subtotal Drain Pipes</b>				<b>\$ 8,000.00</b>

**OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS - SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA**

<b>7. Soil Nails/Rock Dowels</b>					
7A	24-ft Long Soil Nails	86	EA	<del>\$2,000.00</del>	<del>\$172,000.00</del>
7B	20-ft Long Soil Nails	60	EA	<del>\$1,700.00</del>	<del>\$102,000.00</del>
7C	14-ft Long Soil Nails	6	EA	<del>\$1,200.00</del>	<del>\$7,200.00</del>
7D	8-ft Long Rock Dowels	20	EA	<del>\$700.00</del>	<del>\$14,000.00</del>
<b>7</b>	<b>Subtotal Soil Nails/Rock Dowels</b>				<b>\$295,200.00</b>

<b>8. CIP Concrete</b>					
8A	6-in. Footing (includes soil excavation, off-site disposal of soil, and footing concrete fiber reinforcement)	1,980	LF	\$19.00	\$ 37,620.00
8B	4-in. Thick Invert (includes fiber reinforcement)	5,639	SF	\$5.00	\$ 28,195.00
8C	2-Inch-Thick Invert Overlay (includes fiber reinforcement)	57,328	SF	\$3.00	\$ 171,984.00
<b>8</b>	<b>Subtotal CIP Concrete</b>				<b>\$ 237,799.00</b>

**Notes:**

1. Contractor shall provide duration and extend unit price of Item 1C if the Contractor chooses to use the Hunter Staging Area.
2. LS – Lump sum
3. EA – Each
4. CY – Cubic yard
5. LF – Lineal foot
6. SF – Square foot

OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS - SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA

Subtotal - Items 1 through 8		
1	Mobilization and Demobilization	\$ 276,000.00
2	Stormwater Management	\$ 165,000.00
3	Tree Removal and Disposal	\$ 8,875.00
4	Excavation, Surface Preparation, and Soil/Rock/Concrete Disposal	\$ 183,253.00
5	Shotcrete	\$ 531,000.00
6	Drain Holes	\$ 8,000.00
7	Soil Nails/Rock Dowels	\$ 295,200.00
8	CIP Concrete	\$ 237,799.00
Total Base Bid Price (in words)		
<u>One million seven hundred five thousand</u>		
<u>one hundred twenty seven ? %/100</u>		
Dollars		\$ 1,705,127.00

OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS - SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA

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

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

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

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

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

CONTRACTOR: Sierra Mountain Construction, Inc.

BY: 

TITLE: Douglas J. Benton, President

ADDRESS: 13919 Mono Way, Sonora, CA 95370

CONTRACTOR'S LICENSE NUMBER: 885550

TELEPHONE NUMBER: 209-928-1900

- END OF SECTION 00530 -

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**SECTION 00531**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Please indicate receipt of any Addenda to the Contract Documents by filling in the appropriate Addendum number and filling in date received below. If there are any questions on any Addenda that may have been issued, please contact Scott W. Lewis, Project Manager, Condor Earth, 21663 Brian Lane, Sonora, California, 95370, telephone 209.536.7370, electronic mail [slewis@condorearth.com](mailto:slewis@condorearth.com) copy to Kim Tarantino electronic mail [ktarantino@condorearth.com](mailto:ktarantino@condorearth.com).

Addendum No. <u>1</u>	Date Received <u>May 21, 2019</u>
Addendum No. <u>2</u>	Date Received <u>May 29, 2019</u>
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

A BID MAY BE RENDERED NON-RESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

Sierra Mountain Construction, Inc.  
Bidder's Names

Douglas J. Benton, President  
Name and Title of Signer

13919 Mono Way  
Bidder's Street Address

Sonora, CA 95370  
Bidder's City, State, ZIP

209-928-1900  
Bidder's Telephone No.

  
Signature of Bidder or Authorized Representative

June 28, 2019  
Date

**- END OF SECTION 00531 -**

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**SECTION 00540**

**LIST OF SUBCONTRACTORS AND SUPPLIERS**

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In compliance with the provisions of California PCC § 4100 to 4113, and any amendments thereof, each Bidder shall set forth below the names and locations of the mill, shop or office of each Subcontractor and Supplier who will perform work or labor or render service to the Contractor, in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Price or ten thousand dollars (\$10,000), whichever is greater, on or about the construction of the Work or improvement to be performed under these Contract Documents and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor and/or Supplier for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract or purchase order that portion of the Work except under the conditions hereinafter set forth.

Subletting, subcontracting or purchase ordering of any portion of the Work as to which no Subcontractor and Supplier was designated in the original Bid shall only be permitted in cases of public emergency or necessity.

<u>DIVISION OF WORK</u>	<u>SUBCONTRACTOR/SUPPLIER</u>	<u>LOCATION</u>
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NONE		

**OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS - SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA**

### DIVISION OF WORK

**SUBCONTRACTOR/SUPPLIER**

**LOCATION**

**FIRM NAME:** Sierra Mountain Construction, Inc.

**BY:**

**TITLE:**

**Douglas J. Benton, President**

**- END OF SECTION 00540 -**

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**SECTION 00550**

**BIDDER'S RESPONSIBILITY STATEMENT**

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**1. SCOPE OF THIS STATEMENT**

In order to allow the Oakdale Irrigation District (OID) to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. OID shall use the information contained in this Statement for the sole purpose of determining the Bidder's responsibility. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8 below.

**2. EXPERIENCE**

- a. How many years has the Bidder been performing work as a contractor under the present business name? 14
- b. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below). N/A

**3. CURRENT WORK IN PROGRESS**

- a. How many construction projects, which are currently under construction, is the Bidder under contract to perform?

9

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- b. What is the total dollar amount of the construction contracts listed in Section 3.a. above?

\$67,294,452

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- c. How many construction contracts listed in Section 3.a. are:

- (i). In an amount of \$500,000 or less?

1

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**OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS - SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA**

- (ii). In an amount between \$500,001 and \$1,000,000?

0

- (iii). In an amount between \$1,000,001 and \$3,000,000?

1

- (iv). In an amount over \$3,000,000?

7

- (v). List the name of the project and a client contact person, with telephone number, for three current active projects referred to in Section 3.c above.

Project Name: HH-998(E) Emergency Repairs to Hetch Hetchy - Phase 2

Contract Amount: \$6,726,460

Client Contact: San Francisco Public Utilities Commission

Name and Phone: Jerry Malone 209-768-6363

Project Name: Caltrans - 06-0U9504 - Tree Removal - Fresno, Madera, & Tulare Counties

Contract Amount: \$5,940,000

Client Contact: Caltrans

Name and Phone: Mohammad Samimi 559-243-3814

Project Name: Carisbrook Reservoir & Skyline Pumping Plant Replacement

Contract Amount: \$9,527,297.88

Client Contact: East Bay Municipal Utility District

Name and Phone: Rolando Bueno 510-287-7038

4. COMPLETED WORK

Provide the requested information set forth below for the: (1) three most recent projects completed with a cost above \$2,000,000 (do not list any projects listed in 3.c.(v) above); (2) three most recent shotcrete projects completed.

a. Three most recent projects completed above \$2,000,000:

Project Name: Long Ravine Pipe Replacement

Project Description: Project included installation of 5,100LF of 30 inch restrained ductile iron pipe in steep mountain terrain, microtunnel under hwy 80, cast-in-place intake structure, installation of fiber optic cable along pipeline alignment, and new pressure sustaining station including mass excavation, site work and CMU block building.

Contract Amount: \$6,582,405.00

Date Completed: December 2018

Contact Person: Jeremy Shepard

Contact Person's Phone: 530-823-2066

Project Name: Signalization at 5th Avenue & SR 108/48

Project Description: Installation of a signal at HWY 49 and 5th Avenue, installed 2 concrete walls, widened and paved the roadway.

Contract Amount: \$2,346,614.00

Date Completed: November 2018

Contact Person: Tanya Allen

Contact Person's Phone: 209-533-5903

Project Name: Caltrans - 10-1F6424 - Tree Removal - Mariposa and Tuolumne Counties

Project Description: Removal of all dead and hazardous trees alongside Caltrans right of way on all major highways.

Contract Amount: \$3,810,000.00

Date Completed: February 2019

Contact Person: Tony Cipponeri

Contact Person's Phone: 209-559-1940

- b. Three most recent shotcrete projects completed (may use completed projects above):

Project Name: HH-991 - 2019 Mountain Tunnel Interim Repairs

Project Description: Project included concrete tunnel lining repairs, contact grouting,

tunnel invert smoothing, concrete invert paving, removal of debris from rock trap,

ground penetrating radar investigation of grouting, downhole video camera reading.

Water diversion and treatment, staging areas, access road clearing, and ventilation.

Contract Amount: \$6,816,406.00

Date Completed: May 2019

Contact Person: Jerry Malone

Contact Person's Phone: 209-768-6363

Project Name: Long Ravine Pipe Replacement

Project Description: Project included installation of 5,100LF of 30 inch restrained

ductile iron pipe in steep mountain terrain, microtunnel under hwy 80, cast-in-place

intake structure, installation of fiber optic cable along pipeline alignment, and new

pressure sustaining station including mass excavation, site work and CMU block building.

Contract Amount: \$6,582,405.00

Date Completed: December 2018

Contact Person: Jeremy Shepard

Contact Person's Phone: 530-823-2066

Project Name: HH-986 Mountain Tunnel Interim Repairs

Project Description: Work included collecting, pumping and treating all water in the tunnel from seepage. Removed defective concrete lining from the tunnel and transported debris out of the tunnel. Installed rock bolts as needed and repairing of reinforcing prior to the installation of the new shotcrete lining.

Contract Amount: \$4,960,260.00

Date Completed: March 2017

Contact Person: Jerry Malone

Contact Person's Phone: 209-768-6363

Contact Person's Phone: See above.

5. CLAIMS HISTORY

- a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five (5) years?

No

- b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any public entity or claim in the past five (5) years?

Yes

- c. If you answered "yes" to subsections 5.a. or 5.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: Lost Creek Dam Modifications, Contract No. 2014LCD

Claim Amount: \$4,574,828

Counsel for South Feather Water & Power Agency, Minasian,

Other Party Contact: Soares, Sexton & Cooper, LLP

Name and Phone: Anthony Soares, Esq. 530-533-2885

Explanation: Claims process ongoing since March 2017 for costs by Sierra Mountain

Construction, Inc. for extra work and delays associated therewith. A Government Code Claim

was filed in September 2017 and was denied in October 2017. SMCI has additional claims

which are pending pursuant to the contractual claims process and for which Government Code

Claims have not yet been filed.

If more than one (1), describe on additional sheet (see Section 8 below).

**6. CONTRACT TERMINATION**

- a. Has your company ever been terminated by a public entity or client, or rejected from bidding on a public works project in the last five (5) years?

No. If yes, provide an explanation below:

Project Name: N/A

Public Entity/Client Contact

Name and Phone: \_\_\_\_\_

Date of Termination/Rejection: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If more than one (1), describe on additional sheet (see Section 8 below).

**7. COMPLETION BY SURETY**

- a. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years?

No. If yes, provide an explanation below:

Project Name: N/A

Surety Contact

Name and Phone: \_\_\_\_\_

Date of Surety Took Over: \_\_\_\_\_

Explanation: \_\_\_\_\_



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If more than one (1), describe on additional sheet (see Section 8, below).

**8. ADDITIONAL PAGES**

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements.

\_\_\_\_\_ (List Pages)

**9. PENALTY OF PERJURY**

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER:

  
(Signature)

DATE: June 28, 2019

Douglas J. Benton, President  
(Name and Title of Signatories)

Sierra Mountain Construction, Inc.  
(Legal Name of Bidder)

13919 Mono Way, Sonora, CA 95370  
(Address)

209-928-1900  
(Phone Number)

**- END OF SECTION 00550 -**

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**SECTION 00601**

**BID BOND**

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KNOW ALL PEOPLE BY THESE PRESENTS, that we the undersigned, Sierra Mountain Construction, Inc. as Principal, and Hartford Fire Insurance Company, an admitted California Surety, as Surety, are hereby held and firmly bound unto Oakdale Irrigation District as OWNER in the penal sum of Ten Percent (10%) of the Total Amount Bid for the Payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of June, 2019.

The Condition of the above obligation is such that whereas the Principal has submitted to Oakdale Irrigation District a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the South Main Canal Improvements Segment 4, Condor Project No. 3818L1, Knights Ferry, California

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for Contractor's faithful performance of said Contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety or any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein state.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

OAKDALE IRRIGATION DISTRICT  
SOUTH MAIN CANAL IMPROVEMENTS - SEGMENT 4  
STANISLAUS COUNTY, CALIFORNIA

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Sierra Mountain Construction, Inc.

By: \_\_\_\_\_ (L.S.)

Principal Douglas J. Benton, President

Hartford Fire Insurance Company

By: \_\_\_\_\_

Surety Jeff Parkhurst, Attorney-in-Fact

California Certificate No. 07268

Sierra Mountain Construction, Inc.

Contractor

IMPORTANT - SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

- END OF SECTION 00601 -

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# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-268-3488 or fax: 860-757-6835

Agency Name: EDGEWOOD PARTNERS INSURANCE CENTER

Agency Code: 57-141991

## KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Patricia Lynn Drew, Deepa Neupane, Jonathan Russell, Kathleen Beck, Jeff Parkhurst of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 20, 2019  
Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Nº 07268

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut, organized under the  
laws of Connecticut, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety,  
Disability, Plate Glass, Liability, Workers' Compensation, Common  
Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,  
Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 5th  
day of October, 2000, I have hereunto  
set my hand and caused my official seal to be affixed this  
5th day of October, 2000.



By

Harry W. Low  
Insurance Commissioner  
Victoria S. Sidbury  
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly  
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be  
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the  
conditions contained herein.

## CALIFORNIA ALL-PURPOSE 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 Contra Costa

On June 20, 2019 before me, Kathleen Beck, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jeff Parkhurst

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

#### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: June 20, 2019

Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeff Parkhurst

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing:  
Hartford Fire Insurance  
Company

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



## CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 Tuolumne

On 6-28-19 before me, Kaitlin Paige Rigmaiden -Notary (insert name and title of the officer), personally appeared Douglas J. Benton, 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)



# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 13  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE WORK RELEASE NO. 022 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT AND QUALITY ASSURANCE SERVICES FOR THE OLD SOUTH MAIN CANAL SEGMENT FOUR LONG TERM REPAIRS PROJECT**

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**RECOMMENDED ACTION:** Approve Work Release No. 022 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Provide Construction Management and Quality Assurance Services for the Old South Main Canal Segment Four Long Term Repairs Project

---

**BACKGROUND AND/OR HISTORY:**

Condor Earth Technologies (Condor) were requested to provide a proposal for Construction Management and Quality Assurance services for the construction of the Old South Main Canal Segment Four Long-Term Repairs Project (Project). Construction Management and Quality Assurance services will be necessary to assure the Contractor is meeting the contract requirements and the construction is in compliance with the drawings and specifications. Condor will provide a Construction Manager & Senior Geotechnical Engineer utilized ¼ time for the project duration, one Resident Engineer utilized full time and part-time support staff inclusive of office, field and laboratory personnel for the project duration. Materials Technician's will also collect samples of shotcrete and concrete for testing as well as perform special inspections when required. Condor has been instrumental in the development of this project and utilized for all aspects of project development. District management will be assisting with all aspects of construction and project management relating to this project.

Work Release No. 022 consists of three tasks; Task 1 – Pre-Construction: Mobilization and Submittal Reviews, Task 2 – Construction: Management, Engineering Oversight and Quality Assurance and Task 3 – Post-Construction: Demobilization and Project Close Out. The estimated Not to Exceed Amount for Work Release No. 022 is \$440,181.00 which includes a 5% contingency of \$20,961.00.

Based on the institutional knowledge Condor has pertaining to this Project, Staff recommends the Board authorize the General Manager to execute the Work Release No. 022 for Condor to perform the Construction Management and Quality Assurance services for the South Main Canal Segment Four Long-Term Repairs Project.

**FISCAL IMPACT:** \$440,181.00 (Not to Exceed Amount)

**ATTACHMENTS:**

- Work Release No. 022 including "Exhibit A"
- 

**Board Motion:**

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

**VOTE:**

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

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





**Work Release No. 022**  
**Provide Construction Management & Quality Assurance Services**  
**South Main Canal Improvement Project**  
**Segment Four Long-Term Repairs**

**Background**

Condor Earth Technologies (Condor) has previously performed several phases of work on the South Main Canal Segment Four Long-Term Repairs including initial assessment, initial design, preliminary plans, engineers estimate, construction documents and contractor bidding support.

**Description**

Provide Construction Management & Quality Assurance Services during construction activities associated with the South Main Canal Segment Four Long-Term Repairs.

**Scope of Work**

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

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

See the attached Exhibit "A" for Condor's detailed Scope of Work and Proposal.

**Schedule**

The Contract Notice of Award is anticipated to be issued on Wednesday, August 7, 2019 with the Notice to Proceed scheduled to be issued thereafter. The Contractor is scheduled to start the project work on November 1, 2019 and will be substantially completed by January 17, 2019.

**Pricing**

Condor will perform the services on a Time and Material basis in accordance with the 2019 Schedule of Fees. The estimated costs for the three tasks outlined above and detailed in the attached "Exhibit A" are summarized below by Task:

- Task 1 – Pre-Construction: Mobilization and Submittal Reviews      \$    46,700.00
- Task 2 – Construction: Management, Engineering Oversight  
and Quality Assurance      \$   306,245.00

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• Task 3 – Post-Construction: Demobilization and Project Close Out	<u>\$ 66,275.00</u>
<b>CM and QA Construction Estimate</b>	<b>\$ 419,220.00</b>
Budget Contingency (5%)	<u>\$ 20,961.00</u>
<b>Not to Exceed Amount</b>	<b>\$ 440,181.00</b>

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

**Terms and Conditions**

Payment for Services will be according to the 2019 Schedule of Fees.

All Terms and Conditions identified in **Professional Services Agreement 2009-PSA-003** will remain in effect for Work Release No. 022.

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

**Oakdale Irrigation District**

By: \_\_\_\_\_  
Name: Steve Knell, P.E.  
Title: General Manager  
Date: \_\_\_\_\_

**Condor Earth Technologies**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit "A"**

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

Project No. 3818L2

July 29, 2019

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

**Subject: Proposal for Construction Management and Quality Assurance  
South Main Canal Improvement Project – Segment 4 Long-Term Repairs**

Dear Mr. Jones:

Condor Earth (Condor) appreciates the interest of Oakdale Irrigation District (OID) in having us continue to assist you with the Segment 4 Long-Term Repair Project. The scope of this Proposal includes Construction Management and Quality Assurance throughout the duration of construction of the Segment 4 Project. The scope also includes materials sampling and testing services as required in the project specifications.

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

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

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

- Condor's Principal, Scott Lewis, will be the Construction Manager and our Senior Geotechnical Engineer, Andy Kositsky, will be the Resident Engineer. Each will each be utilized one-quarter time for the project duration. There will be periods of higher or lower utilization depending on the Contractor's work phasing and activities.
- Condor's Associate Geologist, Kyle White, will act as Assistant Construction Manager/Resident Engineer and will be utilized full-time for the project duration.
- A Materials Technician will be needed for a portion of the project. Materials Technicians will collect samples of shotcrete and concrete for testing as well as perform special inspections when required.
- Part-time support staff will be provided for consultations, documentation, supplemental engineering and administrative support. Anticipated support includes the Project Coordinator, Kim Tarantino, along with other staff level professionals and administrative support.

- We have estimated the scope of laboratory testing for each task based on the project schedule assumptions and technical specification requirements.
- Additional assumptions with regards to staffing and the number of anticipated hours is included in the detailed Construction Management and Quality Assurance Fee Estimate Table (attached).

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

#### **Task 1 – Pre-Construction: Mobilization and Submittal Reviews**

Task 1 is based on 10 weeks of Pre-Construction services (duration anticipated from Contractor Notice-to-Proceed on August 16, 2019 through Start of Construction no earlier than November 1, 2019). Condor will attend a pre-construction meeting with OID and the selected Contractor, review and respond to Contractor submittals, monitor Contractor mobilization and development of the project office site and laydown areas.

#### **Task 2 – Construction: Construction Management, Engineering Oversight and Quality Assurance**

Task 2 is based on 11 weeks of Construction Services (duration anticipated from Start Construction November 1, 2019 through Substantial Completion January 17, 2020). Work includes construction management including project meetings, daily reports, weekly updates, etc.; construction phase engineering and observations; materials testing and inspections, and laboratory services; administrative support and project management.

#### **Task 3 – Post-Construction: Demobilization and Project Closeout**

Task 3 is based on a total of 10 weeks (duration from Substantial Completion January 17, 2020 to Final Completion on March 31, 2020). Condor anticipates 2 weeks of demobilization efforts and 8 weeks of project closeout efforts. Work will include monitoring demobilization of the contractor, preparation and submittal of a final report, along with Project Contract Closeout.

### **SCHEDULE**

Condor's work for the Segment 4 Project is anticipated to start immediately following Contractor Award or as directed by OID pending Contractor schedule. We anticipate that construction will begin no earlier than November 1, 2019 as described in the Contract Documents for Bidding. Based on this assumption, the project should be Substantially Complete by January 17, 2020.

### **FEES**

Condor proposes to perform the work on a time-and-expenses basis, according to our 2019 Schedule of Fees. The estimated fees for the proposed scope are detailed on the attached spreadsheet. The estimated total fee will not be exceeded without prior authorization by OID. Our fee estimate is subject to modification based on the Contractor schedule. The fees are summarized below by Task.

Task 1 – Pre-Construction: Mobilization and Submittal Reviews	\$46,700
Task 2 – Construction: CM, Engineering Oversight and QA	\$306,245
Task 3 – Post-Construction: Demobilization and Project Close Out	\$66,275
<b>CM and QA Construction Estimate</b>	<b>\$419,220</b>
Budget Contingency (5%)	\$20,961
<b>Recommended CM and QA Construction Budget</b>	<b>\$440,181</b>



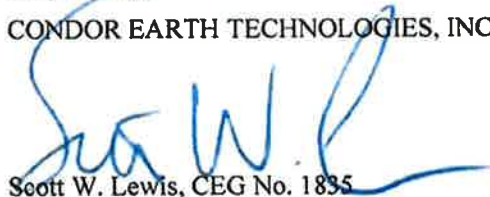
**TERMS**

If acceptable, please assign a Work Release to cover this Proposal. Unless directed otherwise, the work will be performed per our Professional Services Agreement with OID (2009-PSA-003).

Condor looks forward to continuing to work with the OID on this project. Please call with any questions.

Respectfully,

CONDOR EARTH TECHNOLOGIES, INC.



Scott W. Lewis, CEG No. 1835  
Principal  
Senior Tunneling Consultant



Andrew S. Kositsky, GE No. 2532  
Senior Geotechnical Engineer

Attachments:

Fee Estimate

X:\Project\3000\_pjt\3818L OID Seg 4 Long Term Repairs\3818L2 Seg 4 Construction Services\Contracts\_Proposals\_CEP\20190729 Seg 4 CM and QA Services.docx



**Oakdale Irrigation District - Segment 4**  
**Construction Management and Quality Assurance Fee Estimate**  
**7/29/2019**

PROFESSIONAL FEES	Rate per hour	Task 1 - Pre-Construction: Mobilization and Submittal Reviews (10 weeks)			Task 2 - Construction: Construction Management, Engineering Oversight and Quality Assurance (11 weeks)			Task 3 - Post-Construction: Demobilization and Project Close Out (10 weeks)		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total Project Cost
<b>Management</b>										
Principal	\$ 210.00	40	\$ 8,400.00	220	\$ 46,200.00	60	\$ 12,600.00	320	\$ 67,200.00	
Project Coordinator	\$ 100.00	100	\$ 10,000.00	300	\$ 30,000.00	180	\$ 18,000.00	580	\$ 58,000.00	
<b>Technical Support and Field Activities</b>										
Senior Geotechnical Engineer	\$ 200.00	40	\$ 8,000.00	200	\$ 40,000.00	40	\$ 8,000.00	280	\$ 56,000.00	
Associate Engineer/Geologist	\$ 145.00	100	\$ 14,500.00	600	\$ 87,000.00	140	\$ 20,300.00	840	\$ 121,800.00	
Construction Inspector - PW Group 1	\$ 136.00		\$ -	120	\$ 16,320.00		\$ -	120	\$ 16,320.00	
Construction Inspector - OT PW Group 1	\$ 177.00		\$ -		\$ -		\$ -		\$ -	
Special Inspector - PW Group 4	\$ 121.00		\$ -	220	\$ 26,620.00		\$ -	220	\$ 26,620.00	
Special Inspector - OT PW Group 4	\$ 157.00		\$ -		\$ -		\$ -		\$ -	
Technician/Sample Transportation	\$ 85.00		\$ -	40	\$ 3,400.00		\$ -	40	\$ 3,400.00	
<b>Support Staff</b>										
Drafter	\$ 95.00	20	\$ 1,900.00	15	\$ 1,425.00	25	\$ 2,375.00	60	\$ 5,700.00	
Administrative Specialist	\$ 100.00		\$ -	80	\$ 8,000.00	20	\$ 2,000.00	100	\$ 10,000.00	
Technical Editor	\$ 75.00	20	\$ 1,500.00	120	\$ 9,000.00	20	\$ 1,500.00	160	\$ 12,000.00	
<b>Subtotal Professional Fees</b>		<b>320</b>	<b>\$ 44,300.00</b>	<b>1,915</b>	<b>\$ 267,965.00</b>	<b>485</b>	<b>\$ 64,775.00</b>	<b>2,720</b>	<b>\$ 377,040.00</b>	
<b>Laboratory Testing (See Note 3)</b>										
Shotcrete - Compressive Strength (LT 376)	\$ 100.00			160	\$ 16,000.00			160	\$ 16,000.00	
Shotcrete - Core Grades (LT 374)	\$ 30.00			40	\$ 1,200.00			40	\$ 1,200.00	
Grout - Compressive Strength (LT 400)	\$ 35.00			172	\$ 6,020.00			172	\$ 6,020.00	
Concrete - Compressive Strength (LT 402)	\$ 30.00			52	\$ 1,560.00			52	\$ 1,560.00	
<b>Subtotal Laboratory Testing</b>				<b>424</b>	<b>\$ 24,780.00</b>			<b>424</b>	<b>\$ 24,780.00</b>	
<b>TRAVEL, SUPPLIES, MISCELLANEOUS</b>	Unit rate									
Vehicle - per day PW/RE/Inspector/Admin	\$ 100.00	14	\$ 1,400.00	120	\$ 12,000.00	10	\$ 1,000.00	144	\$ 14,400.00	
Telephone/Internet			\$ -		\$ 500.00		\$ -		\$ 500.00	
Copying/Plotting			\$ 500.00		\$ 500.00		\$ 500.00		\$ 1,500.00	
Miscellaneous Job Site Costs			\$ 500.00		\$ 500.00		\$ 500.00		\$ 1,000.00	
<b>Subtotal Travel, Supplies</b>			<b>\$ 2,400.00</b>		<b>\$ 13,500.00</b>		<b>\$ 1,500.00</b>		<b>\$ 17,400.00</b>	
<b>Total</b>			<b>\$ 48,780.00</b>	<b>10 weeks</b>	<b>\$ 306,245.00</b>	<b>11 weeks</b>	<b>\$ 66,275.00</b>	<b>10 weeks (2 demob. &amp; closeout)</b>	<b>\$</b>	<b>\$ 419,220.00</b>
<b>Construction Schedule Estimate</b>								<b>31 weeks</b>		
								<b>Project Total</b>		<b>\$ 419,220.00</b>
								<b>5% Contingency</b>		<b>\$ 20,961.00</b>
								<b>USE</b>		<b>\$ 440,181.00</b>

- Notes:
1. Vehicle costs include one vehicle per day for full time inspector plus additional vehicle for RE and others.
  2. Laboratory testing assumes shotcrete application and concrete cylinders tested one to two times per week.
  3. Inspection estimates assume 5 days per week that require site inspection or CM staff present, shift assumed 10 hrs per day.
  4. No PW OT is anticipated on this project

# BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 14  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE MID-YEAR BUDGET REPORT AND FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDING JUNE 30, 2019**

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**RECOMMENDED ACTION:** Approve the Mid-year Budget Report and the Financial Statements for the Six Months Ending June 30, 2019

---

**BACKGROUND AND/OR HISTORY:**

In addition to the monthly financial statement for June 2019, also attached is the Mid-Year Budget Report which summarizes the District's fiscal performance through the first six months of the current fiscal year.

Revenues and expenditures do not come in evenly through the year, and therefore a comparison with the prior year for the same period is useful in determining how the District is performing against the current year budget.

The annual budget allows for a certain amount of unplanned events, however, at times, the budget may need to be amended to accommodate for such events. The monthly financial statements indicates that operating revenues and expenses are in line with the 2019 Adopted Budget. As of June, the District realized 44.7% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 36.6% of the budgeted expenditures.

The Mid-Year Budget report, with its prior year comparison indicates that non-operating revenue is significantly less than in the same period in the prior year. Although this report does not show the July 2019 distributions received, the distributions from the two Tri-Dam entities are more than \$4.9M less than in 2018. The 2019 Budget was reduced from the prior year in anticipation of reduced distributions, however, we will still receive a projected \$2.0M less than budgeted. Staff will continue to monitor District revenue and expenditures to determine if additional revenue or savings in budgeted expenses will be sufficient to compensate. In addition, the net investment adjustment for the Tri-Dam entities may result in a further reduction in non-operating revenue depending on their year-end results.

Additional information is provided in the attached Mid-Year Budget Report and June 2019 Monthly Financial Statements.

**FISCAL IMPACT:** Although the report does not have an actual impact or cost to the District, future expenses may need to be curtailed to remain within the current year budget.

**ATTACHMENTS:**

- Mid-year Budget Report
- Monthly Financial Report (*unaudited*)

---

**Board Motion:**

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

**VOTE**

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

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





***Oakdale Irrigation District***  
**Mid-Year Budget Report**  
**Fiscal Year 2019**

June 30, 2019

# **Oakdale Irrigation District**

## **Mid-Year Budget Report Fiscal Year 2019**

### **Mid-Year Financial Highlights**

#### **Operating Revenues**

- Annual Assessments increased 3.5% over the same period last year due primarily to the 3% increase in per acre fees as well as more in collections from prior years in 2019.
- Water Sales increased 26.95% in FY2019 over the prior year. This is primarily due to the water sale to Stockton East Water District and an increase in Out of District Water sales which offset the decrease in volumetric water sales.
- Domestic Water fees decreased from the prior year by 3.3% due to less volumetric water being purchased due to the wet winter and spring.
- Improvement District Fees almost doubled from the prior year for the same period due to the increase in projects for the Improvement Districts in 2019.

#### **Operating Expenses**

- Operations and maintenance expenses are down 20% from 2018 due to the wet winter and spring decreasing availability to complete projects earlier in the year.
- Water operations expenses are down 3% from the prior year due to the water season starting later due to the wet year.
- General & Administrative expenses increased 35% over the same period last year primarily due to payment of a legal settlement that we did not have in 2018 and the write-off of uncollectible accounts received from prior years for state mandated costs. We also have increases in 2019 in Health insurance costs, Sick Leave, and Worker's Compensation insurance.

#### **Non-operating Revenue**

- Tri-Dam distributions for 2019 decreased 87% from the prior year due to the January payments being over \$4.9M less than in 2018. The \$5.9M that we received in July 2019 is \$2.2M higher than last year, however, we will receive more than \$3.0M less than in 2018 and be \$2.0M below the budgeted revenue from Tri-Dam (which was lowered \$4M from 2018).
- Investment and interest income more than doubled in 2019 over 2018 due to positive returns from the portfolio.

**OAKDALE IRRIGATION DISTRICT**  
**MID-YEAR BUDGET REPORT**  
**June 30, 2019**



	Current Year 2019			Prior Year 2018		
	YTD Actual	Adopted Budget	% of Budget Remaining	YTD Actual	Adopted Budget	% of Budget Remaining
<b>Operating revenues:</b>						
Agricultural water delivery charges (base rate)	\$ 2,007,742	\$ 1,992,000	-1%	\$ 1,939,551	\$ 1,982,800	2%
Water sales	409,140	6,726,400	94%	322,274	7,539,600	96%
Annexation Fees	-	-	0%	-	5,200,000	
Domestic water delivery fee	88,815	248,000	64%	91,816	205,000	55%
Improvement District Fees	16,025	60,500	74%	8,152	60,500	87%
Other water related revenues	97,483	43,300	0%	139,288	58,100	0%
<b>Total operating revenues</b>	<b>2,619,205</b>	<b>9,070,200</b>	<b>71%</b>	<b>2,501,081</b>	<b>15,046,000</b>	<b>83%</b>
<b>Operating expenses:</b>						
Operation and maintenance	1,852,152	6,030,400	69%	2,214,622	5,859,902	62%
Water operations	1,316,271	2,863,600	54%	1,359,457	2,636,171	48%
General and administrative	1,817,332	4,835,300	62%	1,174,923	5,732,500	80%
Depreciation / amortization	1,311,998	2,600,000	50%	1,362,147	2,446,500	44%
<b>Total operating expenses</b>	<b>6,297,753</b>	<b>16,329,300</b>	<b>61%</b>	<b>6,111,149</b>	<b>16,675,073</b>	<b>63%</b>
<b>Operating Income (loss)</b>	<b>(3,678,548)</b>	<b>(7,259,100)</b>	<b>49%</b>	<b>(3,610,068)</b>	<b>(1,629,073)</b>	<b>-122%</b>
<b>Nonoperating revenues (expenses):</b>						
County property tax appropriations	1,825,343	2,550,000	28%	1,679,069	2,600,000	35%
Interest earned	574,202	1,540,000	63%	269,995	881,000	69%
Gain (loss) sale of assets	(199,203)	-	0%	11,988	-	0%
Debt service interest	(88,556)	(1,055,500)	92%	(109,599)	(1,087,100)	90%
Tri-Dam Project distributions	3,192,000	11,500,000	72%	6,856,000	12,200,000	44%
Tri-Dam Power Authority distributions	2,434,000	2,000,000	-22%	3,691,500	5,400,000	32%
Other non-operating revenue	3,000	15,600	81%	-	-	
<b>Total non-operating rev. (exp.)</b>	<b>7,740,786</b>	<b>16,550,100</b>	<b>53%</b>	<b>12,398,953</b>	<b>19,993,900</b>	<b>38%</b>
	<b>4,062,238</b>	<b>9,291,000</b>	<b>56%</b>	<b>8,788,885</b>	<b>18,364,827</b>	<b>52%</b>
Capital contributions	1,462,378	1,472,800	0%	-	-	0%
<b>Change in net position</b>	<b>\$ 5,524,616</b>	<b>\$ 10,763,800</b>	<b>49%</b>	<b>\$ 8,788,885</b>	<b>\$ 18,364,827</b>	<b>52%</b>
<b>Capital expenditures &amp; debt obligations</b>	<b>\$ 4,446,827</b>	<b>\$ 12,189,700</b>	<b>64%</b>	<b>\$ 8,400,993</b>	<b>\$ 17,765,950</b>	<b>53%</b>

# OAKDALE IRRIGATION DISTRICT



## MONTHLY FINANCIAL STATEMENTS

June 30, 2019

*FOR INTERNAL REPORTING PURPOSES ONLY*

**OAKDALE IRRIGATION DISTRICT**  
**June 30, 2019**



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# OAKDALE IRRIGATION DISTRICT

## STATEMENT OF NET POSITION



	For the month ending June 30, 2019		
	2019	2018	Change
<b>ASSETS</b>			
<b>Current assets:</b>			
Cash and cash equivalents	\$ 2,557,474	\$ 1,633,194	\$ 924,280
Restricted Cash and cash equivalents	1,538,927	1,442,499	96,427
Investments	62,219,157	65,347,438	(3,128,281)
Receivables			
Accrued Interest	146,560	-	146,560
Annexation fees	859,906	834,861	25,046
Due from other governmental agencies	1,588,372	2,477	1,585,895
Miscellaneous	1,041	167,233	(166,192)
Domestic water fees	15,149	13,381	1,768
Inventory of materials and supplies	584,276	686,757	(102,480)
Prepaid expenses	60,172	70,744	(10,572)
Due from Improvement Districts	27,736	38,179	(10,443)
<b>Total current assets</b>	<b>69,598,770</b>	<b>70,236,762</b>	<b>(637,992)</b>
<b>Noncurrent assets:</b>			
Accounts receivable - delinquencies	1,031	1,566	(535)
Due from other governmental agencies-Prop 1A	-	101,475	(101,475)
Annexation fees receivable	14,107,249	14,967,156	(859,906)
Investments in Tri-Dam Project	40,167,235	44,976,430	(4,809,195)
Capital assets:			
Not being depreciated	28,627,133	18,628,070	9,999,064
Being depreciated, net	77,074,525	75,350,688	1,723,838
<b>Total noncurrent assets</b>	<b>159,977,173</b>	<b>154,025,385</b>	<b>5,951,790</b>
<b>Total assets</b>	<b>229,575,943</b>	<b>224,262,146</b>	<b>5,313,797</b>
<b>Deferred outflows of resources</b>			
Pensions	667,856	1,251,260	(583,404)
Bonds	3,275,706	3,439,491	(163,785)
<b>Total deferred outflows of resources</b>	<b>3,943,562</b>	<b>4,690,751</b>	<b>(747,189)</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>233,519,505</b>	<b>228,952,897</b>	<b>4,566,608</b>
<b>LIABILITIES</b>			
<b>Current liabilities:</b>			
Payable from nonrestricted assets			
Accounts payable	869,391	1,973,121	(1,103,730)
Due to other governmental agencies	-	17,210	(17,210)
Accrued salaries, wages and related benefits	1,019,363	1,025,236	(5,872)
Unearned revenue	281	(961)	1,243
Deposits payable	347,848	222,044	125,803
Due to Improvement Districts	72,036	-	72,036
Claims payable	4,800	2,800	2,000
Long-term liabilities, due within one-year	795,000	765,000	30,000
<b>Total current liabilities</b>	<b>3,108,719</b>	<b>4,004,450</b>	<b>(895,731)</b>
<b>Noncurrent liabilities:</b>			
Long-term liabilities, due in more than one-year, net	26,987,444	27,945,817	(958,372)
Pensions	3,986,214	4,092,625	(106,411)
<b>Total noncurrent liabilities</b>	<b>30,973,658</b>	<b>32,038,442</b>	<b>(1,064,783)</b>
<b>TOTAL LIABILITIES</b>	<b>34,082,377</b>	<b>36,042,892</b>	<b>(1,960,514)</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pensions	33,849	460,188	(426,339)
<b>Total deferred inflows of resources</b>	<b>33,849</b>	<b>460,188</b>	<b>(426,339)</b>
<b>Net Position</b>			
Net investment in capital assets	78,056,888	61,645,616	16,411,272
Restricted	1,540,348	1,442,499	97,848
Unrestricted	119,806,043	129,361,702	(9,555,659)
<b>TOTAL NET POSITION</b>	<b>\$ 199,403,279</b>	<b>\$ 192,449,817</b>	<b>\$ 6,953,461</b>

**OAKDALE IRRIGATION DISTRICT**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**For the Month Ended June 30, 2019**



	Current Month	YTD Actual	2019 Budget	Budget Remaining	% of 2019 Budget Remaining
<b>Operating revenues:</b>					
Agricultural water deliver charges (base rate)	\$ -	\$ 2,007,742	\$ 1,992,000	\$ (15,742)	-1%
Water sales	235,166	409,140	6,726,400	6,317,260	94%
Domestic water delivery fee	23,057	88,815	248,000	159,185	64%
Improvement District Fees	2,578	16,025	60,500	44,475	74%
Other water related revenues	27,418	97,483	43,300	(54,183)	0%
<b>Total operating revenues</b>	<b>288,219</b>	<b>2,619,205</b>	<b>9,070,200</b>	<b>6,450,995</b>	<b>71%</b>
<b>Operating expenses:</b>					
Operation and maintenance	418,627	1,852,152	6,030,400	4,178,248	69%
Water operations	343,005	1,316,271	2,863,600	1,547,329	54%
General and administrative	203,065	1,817,332	4,835,300	3,017,968	62%
Depreciation / amortization	217,458	1,311,998	2,600,000	1,288,002	50%
<b>Total operating expenses</b>	<b>1,182,155</b>	<b>6,297,753</b>	<b>16,329,300</b>	<b>10,031,547</b>	<b>61%</b>
<b>Operating Income (loss)</b>	<b>(893,936)</b>	<b>(3,678,548)</b>	<b>(7,259,100)</b>	<b>(3,580,552)</b>	<b>49%</b>
<b>Nonoperating revenues (expenses):</b>					
County property tax appropriations	66,855	1,825,343	2,550,000	724,657	28%
Interest earned	134,404	574,202	1,540,000	965,798	63%
Gain (loss) sale of assets	-	(199,203)	-	-	0%
Debt service interest	-	(88,556)	(1,055,500)	(966,944)	92%
Tri-Dam Project distributions	-	3,192,000	11,500,000	8,308,000	72%
Tri-Dam Power Authority distributions	-	2,434,000	2,000,000	(434,000)	-22%
Other non-operating revenue	500	3,000	15,600	12,600	81%
<b>Total non-operating rev. (exp.)</b>	<b>201,759</b>	<b>7,740,786</b>	<b>16,550,100</b>	<b>8,597,511</b>	<b>53%</b>
	<b>(692,177)</b>	<b>4,062,238</b>	<b>9,291,000</b>	<b>5,016,959</b>	<b>56%</b>
Capital contributions	-	1,462,378	1,472,800	10,422	0%
<b>Change in net position</b>	<b>\$ (692,177)</b>	<b>\$ 5,524,616</b>	<b>\$ 10,763,800</b>	<b>\$ 5,027,381</b>	<b>49%</b>
<b>Capital expenditures &amp; debt obligations</b>	<b>\$ 332,586</b>	<b>\$ 4,446,827</b>	<b>\$ 12,189,700</b>	<b>\$ 7,742,873</b>	<b>64%</b>

**OAKDALE IRRIGATION DISTRICT**  
**REVENUES - DETAIL**  
For the Month Ended June 30, 2019



	Current Month	YTD Actual	2019 Budget	Budget Remaining	% of 2019 Budget Remaining
<b>OPERATING REVENUES</b>					
Agricultural water service fees					
Tier 1	-	\$ 1,778,171	\$ 1,760,000	\$ (18,171)	0%
Tier 2	-	229,571	232,000	2,429	1%
Water sales					
Tier 1	80,271	79,972	566,800	486,828	86%
Tier 2	120,358	120,358	759,600	639,242	84%
Local out-of-district	34,537	146,310	400,000	253,690	0%
Out-of-district	-	62,500	5,000,000	4,937,500	0%
Domestic water sales	23,057	88,815	248,000	159,185	64%
Improvement District fees	2,578	16,025	60,500	44,475	74%
Miscellaneous revenues	-	-	-	-	
Service Charges & Penalties	27,418	97,483	43,300	(54,183)	0%
<b>Total Operating Revenue</b>	<b>288,219</b>	<b>2,619,205</b>	<b>9,070,200</b>	<b>6,450,995</b>	<b>71%</b>
<b>NONOPERATING REVENUES</b>					
County property tax appropriations	66,855	1,825,343	2,550,000	724,657	28%
Investment earnings					
Investment earnings	134,603	573,882	1,095,000	521,118	48%
Other Interest income	(199)	320	445,000	444,680	100%
Gain (loss) sale of assets	-	(199,203)	-	199,203	0%
Tri-Dam Project distributions	-	3,192,000	11,500,000	8,308,000	72%
Tri-Dam Power Authority distributions	-	2,434,000	2,000,000	(434,000)	-22%
District rental properties	500	3,000	15,600	13,600	81%
<b>Total Nonoperating Revenues</b>	<b>201,759</b>	<b>7,829,342</b>	<b>17,605,600</b>	<b>9,777,258</b>	<b>56%</b>
Capital Contributions	-	1,462,378	-	(1,462,378)	0%
<b>TOTAL REVENUES</b>	<b>\$ 489,978</b>	<b>\$ 11,910,925</b>	<b>\$ 26,675,800</b>	<b>\$ 14,765,875</b>	<b>55%</b>



**OAKDALE IRRIGATION DISTRICT**  
**OPERATING EXPENSES SUMMARY**  
For the Month Ended June 30, 2019



	Current Month	YTD Actual	2019 Budget	Budget Remaining	% of 2019 Budget Remaining
<b>OPERATING EXPENSES</b>					
<b>MAINTENANCE</b>					
SSJID Main Supply Diversion Works	\$ 2,044	\$ 38,493	\$ 40,000	\$ 1,507	4%
North Main Canal Maintenance	33,769	69,864	489,700	419,836	86%
South Main Canal Maintenance	37,228	81,597	389,400	307,803	79%
Irrigation Water Lateral Maint-North Side	56,918	482,668	1,951,900	1,469,232	75%
Irrigation Water Lateral Maint - South Side	197,938	571,582	1,580,800	1,009,218	64%
Pumping Plant Operations and Maintenance	9,215	102,536	426,900	324,364	76%
Drainage System Maintenance	33,907	72,918	317,900	244,982	77%
Building and Grounds Maintenance	13,589	147,993	270,500	122,507	45%
Vehicle and Equipment Maintenance	34,019	284,501	563,300	278,799	49%
<b>TOTAL MAINTENANCE</b>	<b>418,627</b>	<b>1,852,152</b>	<b>6,030,400</b>	<b>4,178,248</b>	<b>69%</b>
<b>WATER OPERATIONS</b>					
Domestic Water System Maintenance	10,992	108,568	290,900	182,332	63%
Irrigation Water Operations - North Division	172,813	610,258	1,248,200	637,942	51%
Irrigation Water Operations - South Division	156,155	578,601	1,248,100	669,499	54%
Drainage Water Operations	-	11,100	18,600	7,500	40%
Water Measurement Management	3,045	7,744	57,800	50,056	87%
<b>TOTAL WATER OPERATIONS</b>	<b>343,005</b>	<b>1,316,271</b>	<b>2,863,600</b>	<b>1,547,329</b>	<b>54%</b>
<b>GENERAL, ADMINISTRATION, AND DEPRECIATION</b>					
General and Administration	203,065	1,817,332	4,835,300	3,017,968	62%
Depreciation and Amortization	217,458	1,311,998	2,600,000	1,288,002	50%
<b>TOTAL GENERAL, ADMINISTRATION, AND DEPR.</b>	<b>420,523</b>	<b>3,129,330</b>	<b>7,435,300</b>	<b>4,305,970</b>	<b>58%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>1,182,155</b>	<b>6,297,752</b>	<b>16,329,300</b>	<b>10,031,547</b>	<b>61%</b>
<b>NONOPERATING EXPENSES</b>					
Interest expense	-	88,556	1,055,500	966,944	92%
<b>TOTAL NONOPERATING EXPENSES</b>	<b>-</b>	<b>88,556</b>	<b>1,055,500</b>	<b>966,944</b>	<b>92%</b>
<b>TOTAL OPERATING AND NONOPERATING EXPENSES</b>	<b>\$ 1,182,155</b>	<b>\$ 6,386,308</b>	<b>\$ 17,384,800</b>	<b>\$ 10,998,491</b>	<b>63%</b>

**OAKDALE IRRIGATION DISTRICT**  
**CAPITAL AND DEBT EXPENDITURES**  
For the Month Ended June 30, 2019



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2019 YTD ACTUAL	2019 BUDGET
00-000-15200-00	Capital Work	Capital construction projects as per WRP (baseline CIP)	125,942	\$ 2,100,000
		Capital construction projects as per WRP (modernization)	2,978,676	3,000,000
		Two-Mile Bar Tunnel	465,361	1,500,000
		South Main Canal - Segment Four	48,320	3,000,000
00-000-15150-00	Ag Pumping Plants	Major repairs	-	50,000
00-000-15174-00	Joint Main Canal	Stabilization project (OID 28%)	-	168,000
00-000-15181-00	Backhoes / Heavy Eq.	Kobelco SK210 54" cleaning bucket	-	5,500
		Demolition hammer excavator attachment	-	54,500
		Pump, portable 6" (Approved in 2018 Budget Adopted 12/5/17)	68,655	-
		Compact Excavator	73,850	81,500
		Dozer	-	175,000
		Kobelco SK140 Excavator w/attachments	194,121	206,000
		Knuckle Boom Truck	-	250,000
		Motor Grader (Approved in 2018 Budget Adopted 12/5/17)	330,696	-
00-000-15183-00	Miscellaneous Construction	Trash pump, 2"	1,122	1,700
		Trash pump, 3"	1,371	2,000
		Cut-off saw (2)	-	2,200
		Welder/generator, gas	5,825	6,400
		Skidsteer auger drive unit	-	6,500
		Pressure washer, electric	2,899	6,500
		Flammable storage cabinets (7)	6,365	7,900
		Skidsteer post driver	-	8,000
		Generator, 5.6 KW with electric start (3)	6,933	8,100
		Air compressor, 175 PSI with electric start (3)	5,576	9,000
		Walk-behind heavy duty trencher w/trailer	18,147	21,800
00-000-15184-00	Autos/Pickups/Trucks/Trailers	Electric/hydraulic truck mounted crane	-	16,000
		Tilt-bed trailer	14,995	17,000
		Auxiliary diesel powered engine assembly (truck #26)	-	17,500
		1/2-ton pickup for DSOs	26,070	28,500
		1/2-ton 4 wheel drive pickup for DSOs	29,598	32,000
		1-ton utility service truck	-	45,500
		3/4-ton 4 wheel drive pickup (2)	-	81,000
		2-ton service truck for auto/welding shop (diesel)	-	130,000
00-000-15185-00	Shop/Warehouse/ Yard Buildings	HVAC Replacement DSO Office	16,155	-
00-000-15186-00	Shop/Warehouse/ Yard Equipment	Diagnostic scanner for class 1-5 vehicles	2,154	3,800
		Diagnostic scanner for class 6-8 vehicles	4,301	4,300
00-000-15187-00	Office and Engineering Equipment	Ergonomic Workstation Furniture CFO	6,416	6,500
		Firewall network security device	-	8,000
		Computer workstations	10,814	14,000
		Finance software upgrade	2,465	30,000
00-000-15188-00	Office Building/Yard	Backup power generator for network servers	-	35,000
		Boardroom audio/visual system	-	55,000
00-000-15189-00	Office and Yard -Prop.	Headquarter project design	-	200,000
TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES			4,446,827	11,394,700
00-000-22320-00	Current - COP Debt	Principal payment of Series 2016 COP	-	795,000
TOTAL CAPITAL AND DEBT EXPENDITURES			4,446,827	\$ 12,189,700

FOR INTERNAL REPORTING PURPOSES ONLY

## BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 15  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO SCHEDULE THE AUGUST 23, 2019 MEETING FOR 6:00 P.M. AND COORDINATE THIS MEETING WITH A WORKSHOP FOR OUT-OF-DISTRICT WATER APPLICANTS**

---

**RECOMMENDED ACTION:** Schedule the August 23, 2019 Meeting for 6:00 p.m. and Schedule this Meeting as a Workshop for Out-of-District Water Applicants

---

**BACKGROUND AND/OR HISTORY:**

Director Orvis requested that this be placed on the agenda to change the August 23, 2019 meeting to start at 6:00 p.m. rather than 9:00 a.m.

Further, at the July 23, 2019 Board Meeting, the Board approved the District going out for solicitation on a 5-Year Out-of-District Water Sale Program to OID's Sphere of Influence Lands. The Board also requested that a workshop be scheduled within the first 45 days of the solicitation period. Staff proposes coordinating the workshop with the Board Meeting on August 23, 2019.

Staff recommends scheduling the August 23, 2019 Board Meeting at 6:00 p.m. and coordinating this meeting with a workshop for the out-of-district water applicants.

**FISCAL IMPACT:** None

**ATTACHMENTS:** None

---

**Board Motion:**

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

**VOTE:**

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

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

## BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 16  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE BOARD MEETINGS SCHEDULED FOR OCTOBER 1, 2019 AND OCTOBER 15, 2019 AND SCHEDULE ONE BOARD MEETING FOR OCTOBER 8, 2019 AT 9:00 A.M.**

---

**RECOMMENDED ACTION:** Cancel the Board Meetings Scheduled for October 1, 2019 and October 15, 2019 and Schedule One Board Meeting for October 8, 2019 at 9:00 a.m.

---

**BACKGROUND AND/OR HISTORY:**

The CSDA Annual Conference is scheduled for September 25 - 28, 2019 in Anaheim California and the Shoreline Power Conference is scheduled for September 23 - 26, 2019 in Jackson, California. Directors and Staff will be attending the CSDA Annual Conference and Staff will be assisting with the Shoreline Power Conference in Jackson. These conferences will make it very difficult for Staff to prepare the Agenda for the October 1, 2019 Board Meeting.

It is recommended by staff that the Board Meetings in October be cancelled and one meeting be scheduled for October 8, 2019 at 9:00 a.m.

The next regularly scheduled Board Meeting would be held on November 5, 2019.

**FISCAL IMPACT:** None

**ATTACHMENTS:** None

---

**Board Motion:**

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

**VOTE**

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

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

## BOARD AGENDA REPORT

Date: August 6, 2019  
Item Number: 17  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE BOARD MEETINGS SCHEDULED FOR DECEMBER 3, 2019 AND DECEMBER 17, 2019 AND SCHEDULE ONE BOARD MEETING FOR DECEMBER 10, 2019 AT 9:00 A.M.**

---

**RECOMMENDED ACTION:** Cancel the Board Meetings Scheduled for December 3, 2019 and December 17, 2019 and Schedule One Board Meeting for December 10, 2019 at 9:00 a.m.

---

**BACKGROUND AND/OR HISTORY:**

The ACWA / JPIA Annual Conference is scheduled for December 2 – 5, 2019 in San Diego, California. Directors and Staff will be attending the ACWA / JPIA Annual Conference and will not be present for the Board Meeting scheduled on December 3, 2019.

It is recommended by staff that the Board Meetings in December be cancelled and one meeting be scheduled for December 10, 2019 at 9:00 a.m.

The next regularly scheduled Board Meeting would be held on January 7, 2020.

**FISCAL IMPACT:** None

**ATTACHMENTS:** None

---

**Board Motion:**

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

**VOTE**

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

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

# BOARD AGENDA REPORT

Date: July 2, 2019  
Item Number: 18  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE A NEW STAFF POSITION  
JOB DESCRIPTION AND WAGE SCALE FOR A SAFETY COORDINATOR POSITION  
(1 FTE) AND AMEND THE 2019 MANPOWER LIST**

---

**RECOMMENDED ACTION:** Approve the New Staff Position Job Description and Wage Scale for a Safety Coordinator Position (1 FTE) and Amend the 2019 Manpower List

---

**BACKGROUND AND/OR HISTORY:**

At the July 2, 2019 Board meeting the Safety Coordinator Position was approved by the Board. This matter is being brought back to the Board to approve the Job Description and Wage Scale.

The Job Description attached to the agenda is a cut and paste of similar safety related positions used at other irrigation districts and public agencies and adjusted to the OID work environment. That Job Description is attached.

Similarly, the wage scale was derived at by reviewing wage scales of other irrigation districts and public agencies and finding a fit within the pay structure of OID commensurate with the responsibilities of the position. That wage is \$34.06 - \$42.57 per hour

Staff requests the Board approve both the Job Description and the wage scale presented.

**FISCAL IMPACT:** Hourly base wage for the position: \$34.06 - \$42.57/hour

**ATTACHMENTS:**

- Safety Coordinator Job Description
- 

**Board Motion:**

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

**VOTE:**

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

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

**OAKDALE IRRIGATION DISTRICT  
JOB DESCRIPTION  
SAFETY COORDINATOR**

**Primary Function**

Under general direction from the Support Services Manager, plans, organizes and coordinates implementation of safety, health and environmental safety programs to meet applicable regulations and compliance requirements; serves as liaison to OSHA and other federal and state regulatory agencies; advises managers on occupational health and safety compliance strategies; leads a team (Safety Committee) engaged in environmental health and safety program development for the district and performs related duties as assigned.

**Distinguishing Characteristics**

Safety Coordinator is responsible for planning and coordinating a variety of District occupational health and safety programs and activities to ensure compliance with federal and state law and regulations in a manner consistent with District strategies, goals and values. The incumbent serves as an expert technical resource on occupational health and safety issues and is the liaison and key point of contact with federal and state regulatory agencies. The incumbent leads the Safety Committee regarding the development, recommendation and implementation of environmental health and safety programs, awareness programs, and training activities as outlined in OID's IIPP. The incumbent is responsible for inspecting District facilities and operations and is authorized to report deficiencies, provide and implement hazard abatement measures that ensure worker safety. Incumbent responsible for responding to and overseeing the District's USA Notification Response Program. Work requires a high degree of interpersonal effectiveness to ensure program effectiveness in a decentralized environment.

**Essential Duties and Responsibilities**

1. Serves as a team leader in the development and implementation of programs and initiatives that advance safety in the workplace.
2. Provides leadership in the integration of environmental health and safety into District business processes and organizational performance standards while ensuring compliance with all applicable federal and state environmental compliance and safety regulations and requirements.
3. Participates in initiatives to build awareness and introduce culture change as it applies to environmental health and safety.
4. Oversees and coordinates the development and administration of assigned environmental health and safety program elements.

5. Serves as a technical information resource and provides guidance and coaching to Supervisors and Managers on their program responsibilities.
6. Serves as liaison and key point of contact with OSHA and other federal and state regulatory agencies and organizations as directed.
7. Represents the District to federal, state and local agencies on occupational health and safety issues.
8. Conducts special and periodic inspections of District facilities and operations to identify safety and environmental hazards; issues notices of hazards and required abatements.
9. Coordinates the maintenance of safety and related statistical data and ensures compliance of all required record keeping and reporting activities.
10. Advises management on occupational health and safety compliance issues and the development of strategies for District compliance.
11. Interprets applicable laws and statutes and their relevance to OI.D.
12. Advises managers, supervisors and employees on District safety policies and required activities, actions and personal safe work practice behaviors.
13. Coordinates the development of District and departmental operating procedures required to ensure conformance with compliance and reporting requirements.
14. Identifies proactive opportunities for improving occupational health and safety methods while also achieving department/group mission and objectives.
15. Oversees and coordinates development and administration of comprehensive safety programs, including industrial safety, occupational health and safety, fire protection, traffic safety, hazardous materials, USA notifications and environmental hazard abatement, to ensure compliance with all federal and state laws and regulations for employee occupational health and safety.
16. Develops and implements policies, procedures and programs to comply with regulatory requirements and to reduce incidents of employee accidents and injuries.
17. Monitors safety program compliance through review of accident reports, field visits and safety committee reports and makes recommendations or suggestions.
18. Oversees and may participate in evaluating employee accident and injury reports; recommends corrective actions, and follows up to ensure action is taken;



19. Responds to employee, supervisor and department manager questions regarding safe work practices and environmental hazards.
20. Oversees development and scheduling of required safety training programs for managers, supervisors and employees; coordinates and conducts safety meetings with departments and the Safety Committee.
21. Reviews proposed legislation and rules and provide comments/input on behalf of the District and the public's interest in the legislative process.
22. Participates in the on boarding of new employees and all relevant safety-training requirements.
23. Manages the Safety Committee and oversees their responsibilities as a workforce advocate for safety and safety compliance.

#### **Marginal Duties and Responsibilities**

1. Conducts internal training, including tailgate sessions, employee safety and occupational health and safety practices, and where applicable, issues notices on avoidance of hazards, compliance and reporting requirements.
2. May respond to the scene of employee personal injury accidents; prepares required reports on employee accidents and accident trends; coordinates investigations as required and conducts follow up activities to provide risk management.
3. May respond to the scene of environmental incidents or accidents; prepares required documentation and reports; recommends corrective actions.
4. Oversees and advises on the development of specifications for the purchase of safety and safety-related equipment; may periodically check the operation or use of safety equipment to ensure conformance with District standards in use.
5. Maintains occupational health, safety, hazardous materials regulations, requirements, and other regulatory and industry reference materials.

#### **Qualification Requirements**

To perform the job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

#### **Knowledge of:**

- a) Applicable federal, state and local laws, regulations, guidelines and standards pertaining to employee health and safety and chemical and hazardous materials programs
- b) Principles and practices of employee safety and occupational health program administration, including methods and practices for conducting accident and work place safety audits and investigations
- c) District functions and operations and associated safety and chemical/hazardous materials issues and requirements
- d) Standard safety equipment used in public works occupations
- e) Research methods and analysis techniques
- f) Standard principles and practices of environmental compliance program administration
- g) Practices and methods for designing training programs and materials
- h) Principles and practices of sound business communications
- i) Basic principles and practices of team leadership and supervision

**Ability to:**

Plan, organize and coordinate occupational health and safety activities for a large irrigation district with a substantial construction and operations enterprise in the delivery of irrigation water.

Plan, organize and coordinate occupational health and safety activities for a large, complex water treatment, production and distribution system.

Analyze and make sound recommendations on complex issues regarding workplace health and safety and the use, storage and disposal of chemical and hazardous substances used in the District's operations.

Understand, interpret, explain and apply occupational health and safety law, regulations, policies and procedures applicable to assigned areas of responsibility; collaborate effectively with managers of other departments to gain agreement and cooperation in implementing decentralized program activities.

Provide effective team leadership, guidance and coaching; present proposals and recommendations clearly and logically in public meetings; present the District effectively with regulatory agencies; prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

Exercise sound independent judgment within general policy guidelines; exercise tact and diplomacy in dealing with sensitive, complex and confidential issues and situations; establish and maintain effective working relationships with all levels of District management, representatives of federal and state regulatory agencies, representatives of other local agencies, consultants, vendors, employees and the public.

### **Physical Demands**

Operates, in a sitting position, various office machines. Use of calculators, typewriters, and computers require sitting for prolonged periods of approximately 5 to 7 hours or more per day.

Use hands and fingers to grip and grasp and to manipulate books, instruments, and equipment used in the performance of duties. These functions are intermittently performed for brief to moderate periods ranging from 5 to 10 minutes or more for daily totals between 5 to 7 hours total.

Intermittently bends and carries for brief to moderate duration of 10 to 20 minutes or more.

Communicates orally with staff and customers in face-to-face and one-to-one settings. Uses a radio and a phone for communication with staff on an as-needed basis. Requires continuous use of normal to corrected normal hearing and vision.

Intermittent twisting, reaching, and bending. Frequently perform these functions while carrying equipment and materials ranging from 5 to 15 pounds. Distances traveled range from 10 to 100 feet. These functions are frequently performed in conjunction with the other mentioned motor movements, including intermittent neck motion/flexion ranging up to 10 minutes or more at each occurrence for about 30 minutes to 1 hour or more per day.

Work involves frequent and prolonged periods of typing and/or writing. Twisting of the wrists and elbows may be performed in conjunction with reaching, bending, lifting, grasping, and gripping. All such tasks are or may be repetitive in nature for periods of 30 to 40 minutes or more for 5 to 7 hours total.

Frequently uses knowledge and experience to make proper judgement decisions involving work processes and procedures.

### **Education and Experience Guidelines:**

Any combination of education and work experience that assures success in the classification. A typical combination would be:

#### **Experience:**

Two (2) years of progressively responsible related work experience may substitute for up to one (1) year of the required education.

#### **Education/Training:**

Equivalent to completion of twelfth grade. Two (2) years college course work in occupational safety and health, industrial hygiene or related field with one (1) year of increasingly responsible work experience involving industrial safety principles, techniques, practices, and program development.

Experience with an irrigation district is desirable.

**Necessary Special Requirements**

Provide two acceptable forms of identification for proof of citizenship.

Possession of an appropriate California Driver's License, and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years in duration. The driving record will not contribute to an increase in the District's automobile insurance rates.

Pass a physical and chemical examination upon the offer of employment but prior to the time of hire.

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The essential duties and other contents of this job description, and the responsibilities, duties, and requirements for acceptable performance have been explained to me and I understand them. I further understand that it is impossible to identify all the duties and expectations for the position and realize that my daily assignments may vary according to District needs.

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Employee Signature

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Date

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Supervisor Signature

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Date



## **DISCUSSION ITEMS**

**BOARD MEETING OF  
AUGUST 6, 2019**

## DISCUSSION ITEM

Date:	August 6, 2019
Item Number:	19
APN:	N/A

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**SUBJECT: DISCUSSION ON THE REVISIONS TO THE RESERVE POLICY OF THE OAKDALE IRRIGATION DISTRICT**

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### **BACKGROUND AND DISCUSSION:**

Special districts have the constitutional authority under Article XIII B to establish reserve funds as the districts "deem reasonable and proper." Further direction regarding content and format of special district reserve funds is provided by the California Special Districts Association (CSDA) and the Government Finance Officers' Association (GFOA).

The Oakdale Irrigation District's ("District") Reserve Policy was revised in February 2017 to accommodate the goals established as part of the 2017 Budget process. Those goals need to be revisited during the upcoming budget year, however, the reserve policy is in need of revision to follow the recommendations for format and content to follow best practices.

The revisions Staff is seeking to the current policy is to clarify the language regarding purpose, and authority, and to provide definitions to the readers of the policy. In addition, staff has set a percentage to maintain undesignated spendable net position as a placeholder to begin discussions on where that level should be for the District. Language has also been added to the various designated reserves to clarify reserve levels and funding sources, if applicable. Two new proposed reserves have been added as discussion points for projects that may need funding in the future. Reporting requirements have also been revised to provide transparency of the District reserves to the Board.

For the Board's consideration and input, Staff has attached a draft clean copy for easier reading, a redline version of the proposed changes which reflect all changes to the 2017 adopted reserve policy, and the Reserve policy as adopted in 2017. The final amended version will be brought back to the Board for adoption at a future meeting. At that time, the reserve transfers will also be brought forward to comply with the reserve policy adopted.

### **ATTACHMENTS:**

- Draft Revised OID Reserve Policy – Clean Copy
- Draft Revised OID Reserve Policy – Redline Version
- CSDA Special District Reserve Guidelines
- GFOA Fund Balance Guidelines for the General Fund
- Reserve policy Adopted 2/17/17

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**Board Comments:**

# OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

**Subject:** Reserve Policy

**Responsible Party:** Administration & Finance

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## PURPOSE

Special districts have the constitutional authority under Article XIIIB to establish reserve funds as the districts “deem reasonable and proper.” Therefore, the Oakdale Irrigation District’s (“District”) Reserve Policy has been developed to consider the level of reserves necessary to adequately provide for:

- Cash flow requirements.
- Funding to meet the District’s short-term and long-term plans as they relate to ~~Contingencies for unforeseen operationsg and or capital improvementsneeds.~~
- Loss of significant revenue sources such as wholesale power income and property tax receipts due to local disasters or catastrophic events.
- Economic uncertainties, ~~or other~~ financial hardships, or downturns in the local or state economy.
- Credit worthiness.
- Unfunded mandates including costly regulatory requirements and other legal requirements.

## AUTHORITY

This policy is enacted through adoption by the Board of Directors.

~~Reserve funds are not “surplus” funds, but necessary funds designated or restricted for various purposes important to the short and long term operations of the District. The District believes that a certain portion of its annual revenues should be held in reserve as part of its overall financial management strategy.~~

## DEFINITIONS

**Net Position** – The difference between the District’s assets and liabilities. In other words, the difference between the District’s economic resources and its debt. Net Position is further broken down into the following three categories:

**Net Investment in Capital Assets** – The portion of net position that consists of capital assets, net of accumulated depreciation and reduced by any debt outstanding against the acquisition, construction, or improvement of those assets.

**Restricted Net Position** – The portion of net position that has constraints placed on the use of resources (a) externally by creditors, grantors, contributors, or laws



or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

**Unrestricted Net Position** – The portion of net position that represents spendable resources some of which have been obligated or designated.

**Non-Spendable Net Position** - The portion of net position that although does not have restrictions on it, balances are obligated for items such as long-term loans, prepaid expenses, and inventories.

**Spendable Net Position-Designated** – The portion of net position earmarked for intended use by the Board of Directors to be used for specific purposes, but are neither restricted nor committed. These are the funds referred to as reserves.

**Spendable Net Position-Undesignated** – The portion of net position that represents spendable resources and is the primary subject of a reserve policy.

## **POLICY**

The District's Undesignated Spendable Net Position shall be maintained between 40% and 50% of annual revenue, excluding the following specific designations.

~~There are three major types of reserve funds:~~

- ~~• Designated funds are earmarked for purposes of funding new capital facilities, construction, repair or refurbishment of existing facilities, rate stabilization and operating reserves. These funds can be utilized at the discretion of the District. The Board of Directors ("Board") can change fund designations at any time.~~
- ~~• Obligated funds are set aside to meet contractual financial commitments for services not yet fulfilled and purchases that will take place in the future. The Board has no discretion as to the use of these funds.~~
- ~~• Restricted funds are used strictly to meet requirements established by creditors, grant agencies or contributors, or law. The Board has no discretion as to the use of these funds.~~

~~Adequate levels of reserves are critical to the successful and stable operation of the District. Maintaining adequate reserves can render rate stabilization from year to year for customers and provides assurance that the District can respond to short-term emergencies, including costly regulatory requirements.~~

## **SUMMARY OF RESERVE FUNDS BY CATEGORY**



## Designated Reserves

The District shall maintain specific designations of spendable net position for the following priorities:

- *Rate-Stabilization Designated Reserve*

This reserve is intended ~~The District recognizes the need to earmark funds to maintain a prudent level of financial resources to protect against reducing service levels or raising charges and fees because of temporary revenue shortfalls or unpredicted one-time expenditures. These funds may be used at the District's discretion~~ to fund ~~address~~ temporary cash flow shortages, emergencies, unanticipated economic downturns, and one-time opportunities.

All investment earnings on this fund-reserve shall remain in the General Fund for the purpose of funding the District's annual budget. ~~This fund shall increase annually at year-end based on the Consumer Price Index for Pacific Cities and U.S. City Average (West) for the month of July for that year.~~

*Reserve Levels:* \_\_\_\_\_ Maximum: 50% of the annual operating expenses ~~cost of service provided by District in the~~ its current operating budget.

Minimum: 10% of the annual operating expenses ~~cost of service provided by District in the~~ its current operating budget.

*Funding source:* 5% of District's annual Tri-Dam Project and Authority distribution revenues. Annual increases will not exceed the 5% of the annual distribution revenue.

- *Operating Reserve*

This reserve is intended to ~~The District recognizes the need to earmark funds to establish a reserve to~~ provide funding for emergencies and natural disasters, such as drought, flooding, infrastructure failure, lawsuits, and legislative and regulatory requirements.

All investment earnings on this fund-reserve shall remain in the General Fund for the purpose of funding the District's annual budget. ~~This fund shall increase annually at year-end based on the Consumer Price Index for Pacific Cities and U.S. City Average (West) for the month of July 1<sup>st</sup> that year.~~

*Reserve Levels:* \_\_\_\_\_ Maximum: Twelve (12) months of operations and maintenance budget.

Minimum: Three (3) months of operations and maintenance budget.

Funding source: 5% of District's annual Tri-Dam Project and Authority distribution revenues. Annual increases will not exceed the 5% of the annual distribution revenue.

- *Capital Replacement and Improvement Reserves*

This reserve is intended to fund the ~~The District recognizes the need to earmark funds for delivery infrastructure that must eventually be replacementd, and for system improvements as supported by its Water Resource Plan such as modernization projects, regulating reservoirs, and conservation projects. Because the cost of replacing and improving upon infrastructure can be significant, the District desires to fund a portion of these future cash outlays on a regular basis. The District also recognizes that the cost and eligibility to borrow funds when needed are driven by market conditions that may or may not be advantageous or available to the District at the time asset replacement is needed.~~

All investment earnings on this fund reserve shall remain in the General Fund for the purpose of funding the District's annual budget. ~~This fund shall increase annually at year-end based on the Consumer Price Index for Pacific Cities and U.S. City Average (West) for the month of July for that year.~~

*Reserve Levels:* ————— Maximum: ~~In order to mitigate the need to fund the replacement of the District's current assets through borrowing, the maximum amount of reserve equals 50% of the accumulated depreciation balance.~~

Minimum: The minimum amount shall equal one year of capital replacement spending as defined in the District's annual budget.

Funding source: 80% of District's annual water transfer sales. Annual increases will not exceed 80% of annual water transfer sales.

- *Main Canal and Tunnel Replacement/Improvement Project Reserve*

~~The District recognizes the need to earmark funds for delivery infrastructure that must eventually be replaced and/or improved as supported by its Water Resource Plan such to minimize the risk of main canal and tunnel failure. Because the cost of replacing and improving upon infrastructure can be significant, the District desires to fund a portion of these future cash outlays on a regular basis. The District also recognizes that the cost and eligibility to borrow funds when needed are driven by market conditions that may or may not be advantageous or available to the District at the time asset replacement is needed.~~ This reserve is intended to fund the Two Mile Bar Tunnel Project. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.



~~Reserve Levels:~~ \_\_\_\_\_ ~~Maximum:~~ \_ At the discretion of the Board

~~Minimum:~~ \_\_\_\_\_ At the discretion of the Board

*Funding source:* At the discretion of the Board

- *Building and Facility Replacement Project Reserve*

This reserve is intended to ~~The District recognizes the need to earmark funds to ensure that it has provided the inevitable need to repair, improve, or reinvest in the assets of District its facilities. Because the cost of replacing infrastructure can be significant, the District desires to fund a portion of these future cash outlays. The District also recognizes that the cost and eligibility to borrow funds when needed are driven by market conditions that may or may not be advantageous or available to the District at the time asset replacement is needed.~~

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

~~Reserve Levels:~~ \_\_\_\_\_ ~~Maximum:~~ \_\_\_\_\_ At the discretion of the Board

~~Minimum:~~ \_\_\_\_\_ At the discretion of the Board

*Funding source:* At the discretion of the Board

- *Vehicle and Equipment Replacement Reserve*

This reserve is intended to fund ~~The District recognizes the need to earmark funds to establish a reserve for~~ planned replacement of vehicles and heavy equipment that have reached the end of their useful lives. This ~~fund reserve~~ is utilized to cover equipment replacement by smoothing cash flows over a ten (10) year replacement program.

All investment earnings on this ~~fund reserve~~ shall remain in the General Fund for the purpose of funding the District's annual budget. ~~This fund shall increase annually at year end based on the Consumer Price Index for Pacific Cities and U.S. City Average (West) for the month of July 1<sup>st</sup> that year.~~

~~Reserve Levels:~~ \_\_\_\_\_ Maximum: Not to exceed total accumulated depreciation for vehicles and equipment.

Minimum: Funds required for the following year's District budget.

*Funding source:* ~~At year end each year, the reserve will be funded from operating and non-operating revenues, in addition to 100% of the N~~et proceeds of the sale of replaced vehicles and equipment and annual revenue.

- *Debt Service Reserve*

This reserve is intended to ~~The District desires to earmark and build up funds to establish a reserve fund for~~ the early redemption its 2016 COP debt, without premium, on or about August 1, 2023. This reserve ~~fund~~ is not a requirement of the District bond indenture but provides for sound financial management and prudent long-range financial planning.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

~~Reserve Levels:~~ Maximum: \$21.0 million

Minimum: At the discretion of the Board

*Funding source:* At the discretion of the Board

- *Rural Water System Capital Replacement and Improvement Reserve*

This reserve is intended to fund ~~The District recognizes the need to earmark funds for capital assets of its~~ the District's -rural water system assets that must eventually be replacementd or upgraded. ~~Because the cost of replacing capital assets can be significant and because cash outlays for such assets occur infrequently, the District desires to fund a portion of these future cash outlays on a regular basis. The District also recognizes that the cost and eligibility to borrow funds when needed are driven by market conditions that may or may not be advantageous or available to the District at the time asset replacement or improvement is needed.~~

All investment earnings on this ~~fund's reserve balance~~ shall remain in the General Fund for the purpose of funding the District's annual budget. ~~be allocated to this fund on a quarterly basis. In addition, this fund shall increase annually at year-end based on the Consumer Price Index for Pacific Cities and U.S. City Average (West) for the month of July 1<sup>st</sup> that year.~~

~~Reserve Levels:~~ Maximum: ~~In order to mitigate the need to fund the replacement of the District's current assets through borrowing, the maximum amount of reserve equals 100% of the accumulated rural water system's depreciation balance.~~

Minimum: ~~The minimum amount shall equal~~ one year of capital spending on Rural Water Assets as defined in the District's annual budget.

*Funding source:* 100% of the Rural Water Immediate Availability Charge and



connection fees.

- ~~Rural Water System Operating Reserve~~

~~The District recognizes the need to earmark funds to establish a reserve to provide funding for emergencies and natural disasters, such as earthquakes, well collapse, contamination, infrastructure failure, and legislative and regulatory requirements.~~

~~All investment earnings on this fund shall remain in the General Fund for the purpose of funding the District's annual budget. This fund shall increase annually at year-end based on the Consumer Price Index for Pacific Cities and U.S. City Average (West) for the month of July 1<sup>st</sup> that year.~~

~~Reserve Levels: \_\_\_\_\_ Maximum: \_\_\_\_\_ Twelve (12) months of operations and maintenance budget.~~

~~Minimum: \_\_\_\_\_ Three (3) months of operations and maintenance budget.~~

~~Funding source: 25% of the Rural Water System's operating and non-operating revenues.~~

- Joint Canyon Tunnel Project Reserve

This reserve is intended to fund the Proposed Joint Canyon Tunnel Project in Partnership with SSJID. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: \_\_\_\_\_ District Share of the Tunnel Project

Minimum: \_\_\_\_\_ At the discretion of the Board

Funding source: \_\_\_\_\_ At the discretion of the Board

- Operating Facility Project Reserve

This reserve is intended to fund the Proposed New Operating Facility. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: \_\_\_\_\_ At the discretion of the Board

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

### **Obligated Reserves**

~~The District recognizes that there may be potential need to set aside funds due to contractual financial commitments, such as debt service, that may or may not take place in the future. Currently the District has no contractual financial commitments.~~

### **Restricted Reserves**

- *Employee Compensation Absences* ~~Trust Fund~~ Reserve

This reserve is intended to~~The purpose of this trust fund is to accumulate the funds required to meet the~~ contractual vacation and sick leave balances ~~requirements~~ of the District's active employees.

*Reserve Levels:* 100% of ~~this liability. and is adjusted annually due to changes in salaries and accrual levels.~~

*Funding source:* Operating and non-operating revenues.

### **PROCEDURES FOR USING RESERVE FUNDS**Reporting

The District's annual budget shall be adopted in accordance with the Undesignated Spendable Net Position level set in this policy. ~~Current operating expenditures shall be funded with current net revenues.~~ Reserves can be used to provide budgetary funding for the purposes for which the reserves were established as detailed above.

Appropriations from reserve funds shall be authorized through the District's standard budget process or by specific board action. ~~The Board will authorize the use of reserve funds during the District's annual budget process. Authorization for the use of reserve funds for unbudgeted projects during the year shall be approved by the Board.~~

### **PROCEDURE FOR MONITORING RESERVE LEVELS**

The Finance Department shall ~~perform a reserve analysis to be submitted~~ report to the Board during the following: ~~upon the occurrence of the following events:~~

- District Board presentation, review and adoption ~~deliberation~~ of the annual budget.
- Within 60 days following the Publication ~~resentation of theof~~ District's audited financial statements. ~~Comprehensive Annual Financial Report.~~
- ~~Mid-year budget review.~~  
~~When a major change in conditions occurs which threaten the reserve levels established within this policy.~~

- If the report with year-end results indicates that the Undesignated Spendable Net Position level set in this policy is outside of the range indicated, the report shall contain a corrective action plan.

## OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

**Subject:** Reserve Policy

**Responsible Party:** Administration & Finance

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### PURPOSE

Special districts have the constitutional authority under Article XIII B to establish reserve funds as the districts “deem reasonable and proper.” Therefore, the Oakdale Irrigation District’s (“District”) Reserve Policy has been developed to consider the level of reserves necessary to adequately provide for:

- Cash flow requirements.
- Funding to meet the District’s short-term and long-term plans as they relate to operations and capital improvements.
- Loss of significant revenue sources such as wholesale power income and property tax receipts due to local disasters or catastrophic events.
- Economic uncertainties, financial hardships, or downturns in the local or state economy.
- Credit worthiness.
- Unfunded mandates including costly regulatory requirements and other legal requirements.

### AUTHORITY

This policy is enacted through adoption by the Board of Directors.

### DEFINITIONS

**Net Position** – The difference between the District’s assets and liabilities. In other words, the difference between the District’s economic resources and its debt. Net Position is further broken down into the following three categories:

**Net Investment in Capital Assets** – The portion of net position that consists of capital assets, net of accumulated depreciation and reduced by any debt outstanding against the acquisition, construction, or improvement of those assets.

**Restricted Net Position** – The portion of net position that has constraints placed on the use of resources (a) externally by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

**Unrestricted Net Position** – The portion of net position that represents spendable resources some of which have been obligated or designated.



**Non-Spendable Net Position** - The portion of net position that although does not have restrictions on it, balances are obligated for items such as long-term loans, prepaid expenses, and inventories.

**Spendable Net Position-Designated** – The portion of net position earmarked for intended use by the Board of Directors to be used for specific purposes, but are neither restricted nor committed. These are the funds referred to as reserves.

**Spendable Net Position-Undesignated** – The portion of net position that represents spendable resources and is the primary subject of a reserve policy.

## POLICY

The District's Undesignated Spendable Net Position shall be maintained between 40% and 50% of annual revenue, excluding the following specific designations.

The District shall maintain specific designations of spendable net position for the following priorities:

- *Rate-Stabilization Designated Reserve*

This reserve is intended to fund temporary cash flow shortages, emergencies, unanticipated economic downturns, and one-time opportunities.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

**Maximum:** 50% of annual operating expenses in the current operating budget.

**Minimum:** 10% of the annual operating expenses in the current operating budget.

**Funding source:** 5% of District's annual Tri-Dam Project and Authority distribution revenues. Annual increases will not exceed the 5% of the annual distribution revenue.

- *Operating Reserve*

This reserve is intended to provide funding for emergencies and natural disasters, such as drought, flooding, infrastructure failure, lawsuits, and legislative and regulatory requirements.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

**Maximum:** Twelve (12) months of operations and maintenance budget.

Minimum: Three (3) months of operations and maintenance budget.

*Funding source:* 5% of District's annual Tri-Dam Project and Authority distribution revenues. Annual increases will not exceed the 5% of the annual distribution revenue.

- *Capital Replacement and Improvement Reserve*

This reserve is intended to fund the infrastructure replacement and system improvements as supported by its Water Resource Plan such as modernization projects, regulating reservoirs, and conservation projects.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: 50% of the accumulated depreciation balance.

Minimum: The minimum amount shall equal one year of capital replacement spending as defined in the District's annual budget.

*Funding source:* 80% of District's annual water transfer sales. Annual increases will not exceed 80% of annual water transfer sales.

- *Main Canal and Tunnel Replacement/Improvement Project Reserve*

This reserve is intended to fund the Two Mile Bar Tunnel Project. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

*Reserve Levels:* At the discretion of the Board

*Funding source:* At the discretion of the Board

*Building and Facility Replacement Project Reserve*

This reserve is intended to repair, improve, or invest in the assets of District facilities.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

*Reserve Levels:* At the discretion of the Board

*Funding source:* At the discretion of the Board

- *Vehicle and Equipment Replacement Reserve*

This reserve is intended to fund planned replacement of vehicles and heavy equipment that have reached the end of their useful lives. This reserve is utilized to cover equipment replacement by smoothing cash flows over a ten (10) year replacement program.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

*Maximum:* Not to exceed total accumulated depreciation for vehicles and equipment.

*Minimum:* Funds required for the following year's District budget.

*Funding source:* Net proceeds of the sale of replaced vehicles and equipment and annual revenue.

- *Debt Service Reserve*

This reserve is intended to fund the early redemption its 2016 COP debt, without premium, on or about August 1, 2023. This reserve is not a requirement of the District bond indenture but provides for sound financial management and prudent long-range financial planning.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

*Maximum:* \$21.0 million

*Minimum:* At the discretion of the Board

*Funding source:* At the discretion of the Board

- *Rural Water System Capital Replacement and Improvement Reserve*

This reserve is intended to fund the District's rural water system assets replacement or upgrade.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

*Maximum:* 100% of the accumulated rural water system's depreciation balance.

**Minimum:** one year of capital spending on Rural Water Assets as defined in the District's annual budget.

**Funding source:** 100% of the Rural Water Immediate Availability Charge and connection fees.

- **Joint Canyon Tunnel Project Reserve**

This reserve is intended to fund the Proposed Joint Canyon Tunnel Project in Partnership with SSJID. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

**Maximum:** District Share of the Tunnel Project

**Minimum:** At the discretion of the Board

**Funding source:** At the discretion of the Board

- **Operating Facility Project Reserve**

This reserve is intended to fund the Proposed New Operating Facility. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

**Maximum:** At the discretion of the Board

**Minimum:** At the discretion of the Board

**Funding source:** At the discretion of the Board

- **Employee Compensation Absences Reserve**

This reserve is intended to fund contractual vacation and sick leave balances of the District's active employees.

**Reserve Levels:** 100% of liability.

**Funding source:** Operating and non-operating revenues.

## **Reporting**

The District's annual budget shall be adopted in accordance with the Undesignated Spendable Net Position level set in this policy. Reserves can be used to provide budgetary funding for the purposes for which the reserves were established as detailed

above.

Appropriations from reserve funds shall be authorized through the District's standard budget process or by specific board action.

The Finance Department shall report to the Board during the following:

- District Board presentation, review and adoption of the annual budget.
- Within 60 days following the Publication of the District's audited financial statements.

If the report with year-end results indicates that the Undesignated Spendable Net Position level set in this policy is outside of the range indicated, the report shall contain a corrective action plan.



# **COMMUNICATIONS**

**BOARD MEETING OF  
AUGUST 6, 2019**



# News Release

For Immediate Release

July 26, 2019

Contact: Evelyn Starman

Stanislaus County Board of Supervisors

209.525.6440

[Starmane@stancounty.com](mailto:Starmane@stancounty.com)

**Oakdale, CA** – Stanislaus County Supervisor Kristin Olsen, District 1, will host a Town Hall on Thursday, August 15, 2019 from 6 to 7:30 PM at Gene Bianchi Community Center, 110 S. 2<sup>nd</sup> Ave, Oakdale, CA. Local and state elected officials who represent the Oakdale community will be in attendance to speak and answer questions from constituents.

"This town hall will be an opportunity for us to meet with constituents and listen to their ideas for improving the community," said Supervisor Olsen. "With representatives from the city, county, state, and water district, we will be able to cover a wide array of important topics."

Panel members will share their take on local issues and legislative priorities that will impact members of the community. Oakdale residents will have their concerns addressed and hear directly from their community officials.

"I am grateful that Supervisor Olsen decided to bring different levels of government together for a town hall in Oakdale because we won't be limited to jurisdictional boundaries when answering people's questions," said Mayor J.R. McCarty. "Meeting members of our community is important, and this meeting will assist all of us in listening to the concerns of our constituents."

**Speakers will include:**

**Senator Andreas Borgeas, 8<sup>th</sup> Senate District of California (invited)**

**Assemblymember Heath Flora, 12<sup>th</sup> Assembly District of California**

**Supervisor Kristin Olsen, District 1, Stanislaus County**

**Mayor J.R. McCarty, City of Oakdale**

**President Tom Orvis, Oakdale Irrigation District**

Supervisor Olsen's town hall will bring newly-elected Senator Andreas Borgeas, who said, "I am honored to have been given the opportunity to serve the residents of the City of Oakdale and am looking forward to continuing the collaborative efforts we have established. The vitality and economic well-being of any community is reflective of the policies pursued and responsiveness of its elected leaders. This forum gives the community a voice in those efforts."

OID President Tom Orvis said, "Supervisor Olsen's town hall will be the perfect opportunity to discuss issues that concern and impact our local water within Stanislaus County. Water is the lifeblood of our economy, our communities, and our quality of life."

Seating for this event is free. For questions about the event, accessibility or to request accommodations, such as translation services, please contact Evelyn Starman at [StarmanE@stancounty.com](mailto:StarmanE@stancounty.com) or 209-525-6464. Ten days' notice is needed if accommodations are requested.

###





**STOCKTON  
EAST WATER  
DISTRICT**

PROVIDING SERVICE SINCE 1948  
www.sewd.net

**DIRECTORS**

Richard Atkins  
Division 1

Andrew Watkins  
Vice President  
Division 2

Alvin Cortopassi  
Division 3

Melvin Panizza  
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July 30, 2019

Oakdale Irrigation District  
Attn: General Manager/Secretary  
1205 East "F" Street  
Oakdale, CA 95361

South San Joaquin Irrigation District  
Attn: General Manager/Secretary  
11011 E Highway 120  
Manteca, CA 95336

Transmitted herewith is a schedule of deliveries under the 2019 Temporary Water Transfer Agreement by and between Oakdale Irrigation District/South San Joaquin Irrigation District and Stockton East Water District for the period of June 2019.

If you have any questions regarding the schedule, please contact me.

Regards,

Scot A. Moody  
General Manager

SAM:jv  
enc.

## EXHIBIT A

MONTH	ACRE-FEET	AVG DAY CFS
MARCH	-	-
APRIL	75.83	1.27
MAY	206.39	3.36
JUNE	418.84	6.81
JULY		
AUGUST		
SEPTEMBER		



## **CLOSED SESSION ITEMS**

**BOARD MEETING OF  
AUGUST 6, 2019**