

**AGENDA
SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, FEBRUARY 21, 2017**

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

CALL TO ORDER 6:00 p.m., the Boardroom of the District Office
1205 East F Street, Oakdale, California 95361

PLEDGE OF ALLEGIANCE

ROLL CALL Directors Webb, Doornenbal, Osmundson, Altieri, Santos

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS – ITEM 1

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

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

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

Public Comments will be limited to five minutes per speaker.

PUBLIC HEARING CALENDAR – ITEM 2

1. Public Hearing to **Accept Comments on Oakdale Irrigation District's Election to Become a Groundwater Sustainability Agency for the Eastern San Joaquin Sub-Basin (ESJS)**

CONSENT CALENDAR - ITEMS 3 - 17

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

3. Approve the **Board of Directors' Minutes of the Regular Meeting of February 7, 2017 and Resolution Nos. 2017-09, 2017-10, 2017-11, 2017-12, 2017-13, 2017-14, 2017-15, 2017-16, 2017-17, 2017-18, 2017-19, 2017-20, 2017-21, 2017-22, 2017-23, 2017-24 and 2017-25**
4. Approve **Oakdale Irrigation District Statement of Obligations**
5. Approve **Improvement District Statement of Obligations**
6. Approve the **Treasurer and Chief Financial Officer's Report for the Month Ending January 31, 2017**
7. Approve **2017 Miscellaneous Rates and Charges for Special Services Effective February 21, 2017**
8. Approve **Denial of Request to Waive the \$100 Deposit Placed on Rural Water Account (APN: 010-032-042 - Lemmons)**
9. Approve **Work Release No. 004 to General Services Agreement 2015-GSA-002 with Sierra Controls, LLC for ClearSCADA HMI Improvements**
10. Approve **Deferred Conditions of Approval Agreement (APNS: 011-005-074/075 – Hans L. and Regina A. Weber 1989 Trust)**
11. Approve **Encroachment Permit on the Paulsell Lateral Extension (APN: 011-005-074 – Hans L. and Regina A. Weber 1989 Trust)**
12. Approve **Encroachment Permit on the Paulsell Lateral Extension (APN: 011-005-040 – Gilbert L. Silbernagle)**
13. Approve **Encroachment Permit and Agricultural Discharge Permit on the South Lateral (APN: 010-018-024/062 – Frank W. Rivera and Lisa Rivera, and the Clemente M. Rivera, Jr. Family 2005 Revocable Trust U/D Dated June 25, 2005)**
14. Approve **Encroachment Permit and Agricultural Discharge Permit on the Town "E" Pipeline (APN: 062-004-028 - Oakdale Joint Unified School District)**

15. Approve **Discharge Agreement on the Riverbank Lateral (APN: 063-028-24 – Sconza Candy Company)**
16. Approve **Storm Drainage Agreement on the Langworth Pipeline (APN: 062-010-026 – Gordon Braker Plumbing Contractor, Inc.)**
17. Approve **Storm Drainage Agreement on the Reed Pond (APN: 006-012-081 – River Oak Grace Community Church)**

ACTION CALENDAR – ITEMS 18 - 20

18. Review and take possible action to **Adopt a Resolution Forming the Oakdale Irrigation District Eastern San Joaquin Sub-basin Groundwater Sustainability Agency**
19. Review and take possible action to **Adopt a Resolution Accepting the Memorandum of Understanding with the Operating Engineers Local Union No. 3 (Operations Employees)**
20. Review and take possible action on **General Manager's Compensation**

DISCUSSION – ITEMS 21 – 22

21. Discussion on the **Joint Exercise of Powers Agreement Establishing the Eastern San Joaquin Groundwater Authority**
22. Discussion on **Out-of-District Water Rates and Reservations**

COMMUNICATIONS – ITEM 23

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

CLOSED SESSION - ITEM 24

24. Closed Session to discuss the following:
 - A. **Government Code §54956.9(d)(2)(3) - Significant Exposure to Litigation Four (4) Cases**

B. Government Code §54956.8 Conference with Real Property Negotiator

Negotiating Parties: OID and Dalrymple
Property: Recycled Concrete Road Base
Agency Negotiators: General Manager
Under Negotiations: Price and Terms

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

Chris Lewis v. Oakdale Irrigation District

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

D. Government Code §54957.6 - Conference with Labor Negotiator

Agency Negotiator: General Manager
Represented Employee: OE3

E. Government Code §54957

Public Employee Performance Evaluation
Title: General Manager

OTHER ACTION – ITEM 25

25. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 7, 2017 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, March 16, 2017, 2017 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

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

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



PUBLIC COMMENTS

No Information Included

SPECIAL BOARD MEETING OF FEBRUARY 21, 2017

PUBLIC HEARING

Date: February 21, 2017
Item Number: 2
APN: N/A

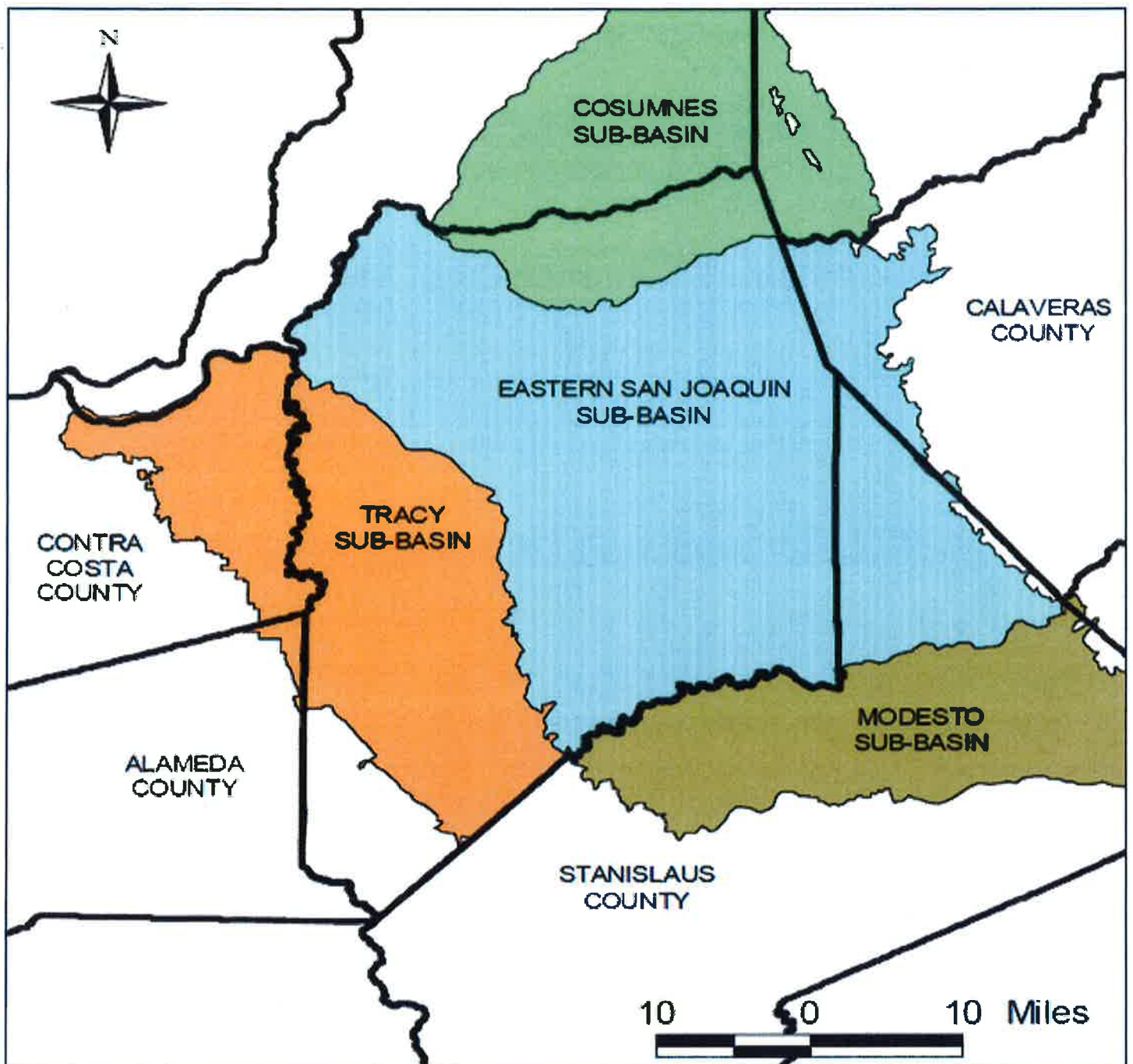
SUBJECT: PUBLIC HEARING TO ACCEPT COMMENTS ON THE OAKDALE IRRIGATION DISTRICT'S ELECTION TO BECOME A GROUNDWATER SUSTAINABILITY AGENCY FOR THE EASTERN SAN JOAQUIN SUB-BASIN (ESJS)

BACKGROUND:

Water Code §10723 states that before deciding to become a Groundwater Sustainability Agency (GSA), and after publication of notice pursuant to *Government Code* §6066, the local agency or agencies shall hold a public hearing in the county or counties overlying the basin.

ATTACHMENTS:

- Eastern San Joaquin Groundwater Sub-basin – Vicinity Map
- Eastern San Joaquin Groundwater Sub-basin – Draft GSA Map
- Eastern San Joaquin Sub-basin GSA Management Area Site Map



Eastern San Joaquin Groundwater Sub-basin - Vicinity Map



AGENDA ITEMS CONSENT CALENDAR

SPECIAL BOARD MEETING OF FEBRUARY 21, 2017

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 3
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF FEBRUARY 7, 2017 AND RESOLUTION NOS. 2017-09, 2017-10, 2017-11, 2017-12, 2017-13, 2017-14, 2017-15, 2017-16, 2017-17, 2017-18, 2017-19, 2017-20, 2017-21, 2017-22, 2017-23, 2017-24 and 2017-25

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of February 7, 2017
- Draft Resolution No. 2017-09
- Draft Resolution No. 2017-10
- Draft Resolution No. 2017-11
- Draft Resolution No. 2017-12
- Draft Resolution No. 2017-13
- Draft Resolution No. 2017-14
- Draft Resolution No. 2017-15
- Draft Resolution No. 2017-16
- Draft Resolution No. 2017-17
- Draft Resolution No. 2017-18
- Draft Resolution No. 2017-19
- Draft Resolution No. 2017-20
- Draft Resolution No. 2017-21
- Draft Resolution No. 2017-22
- Draft Resolution No. 2017-23
- Draft Resolution No. 2017-24
- Draft Resolution No. 2017-25

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
February 7, 2017

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

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

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

Also Present: Fred A. Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletions of Agenda Items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

General Manager Steve Knell requested that Discussion Item No. 26 be moved to follow the Consent Calendar.

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

PUBLIC COMMENT ITEM NO. 1

Tom Orvis with the Stanislaus County Farm Bureau discussed three items coming up in the next couple of weeks:

- Members of the East San Joaquin Water Quality Coalition who have tree crops have a meeting scheduled for Friday at 10:30 a.m. at the MJC Ag Pavilion.
- The World AG Expo in Tulare is next week on Tuesday, Wednesday, and Thursday. The Farm Bureau has a bus going down and the cost is \$50 for members.
- The Northeast Regional Meeting for the Farm Bureau is on February 28, 2017 and Supervisor Kristen Olsen will be speaking.

Robert Frobose discussed the recall election and said he had a meeting with the Oakdale Police Department. Director Webb asked the record to reflect that Mr. Frobose has an ongoing lawsuit with the Oakdale Irrigation District.

There being no further Public Comment; Public Comment closed at 9:12 a.m. and the Board Meeting continued.

Director Santos requested Item No. 9 be pulled from the Consent Calendar; and Director Altieri requested that Item Nos. 2 and 3 be pulled from the Consent Calendar.

CONSENT ITEMS

ITEM NOS. 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

ITEM NO. 4

**APPROVE TREASURER AND CHIEF FINANCIAL
OFFICER'S REPORT FOR THE MONTH ENDING DECEMBER 31, 2016**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Treasurer and Chief Financial Officer's Report for the month ending December 31, 2016.

ITEM NO. 5

**APPROVE AWARD OF BID TO TRI-WEST TRACTOR FOR TWO
(2) KOBELCO 55SRX-6E COMPACT EXCAVATORS WITH ATTACHMENTS**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the purchase of the two (2) Kobelco 55SRX-6E Compact Excavators with Attachments from Tri-West Tractor.

ITEM NO. 6

**APPROVE AWARD OF BID TO HAIDLEN FORD FOR TWO (2) – 2017 MODEL ½ TON
2WD PICKUPS, ONE (1) – 2017 MODEL ½ TON 4WD PICK-UP, TWO (2) – 2017
MODEL ¾ TON 4WD PICK-UPS, AND ONE (1) – 2017 MODEL 4WD CAB & CHASSIS
(CREW TRUCK) AND SOLE SOURCE THE FABRICATION AND INSTALLATION
OF A CUSTOM BED TO STILES TRUCK BODY & EQUIPMENT, INC. (BUDGETED)**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the purchase of two (2) – 2017 Model ½ ton 2WD pick-ups, one (1) – 2017 Model ½ ton 4WD pick-up, two (2) – 2017 Model ¾ ton 4WD pick-ups, and one (1) – 2017 Model 4WD with cab & chassis (crew truck) and sole source the fabrication and installation of a custom bed to Stiles Truck Body & Equipment, Inc. (Budgeted).

ITEM NO. 7

**APPROVE WORK RELEASE NO. 008 TO PROFESSIONAL SERVICES
AGREEMENT 2011-PSA-008 WITH DAVIDS ENGINEERING TO UPDATE
THE WATER BALANCE OF THE AGRICULTURE WATER MANAGEMENT PLAN**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve Work Release No. 008 to Professional Services Agreement 2011-PSA-008 with Davids Engineering to update the water balance of the Agriculture Water Management Plan.

ITEM NO. 8

**APPROVE WORK RELEASE NO. 063 TO PROFESSIONAL SERVICES
AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR
PROFESSIONAL SERVICES TO CONDUCT A BOUNDARY AND EASEMENT
SURVEY AND PREPARE A PLAT AND LEGAL DESCRIPTION
FOR A FOURTEEN FOOT ACCESS EASEMENT THROUGH
APNS: 010-011-013/057/060/061/062/066, 011-001-035/036 AND 002-023-013**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve Work Release No. 063 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for professional services to conduct a boundary and easement survey and prepare a plat and legal description for a fourteen foot access easement through APNS: 010-011-013/057/060/061/062/066, 011-001-035/036 and 002-023-013.

ITEM NO. 10

**APPROVE REQUEST FOR NEW CONNECTIONS FOR
SUBSTANDARD PARCELS SERVED BY THE LEITCH LATERAL
(APNS: 207-250-34/35/36/37/38/39/40/41/42 – 385 OAKDALE HARRIS, LLC)**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the request for new connections for substandard parcels served by the Leitch Lateral (APNS: 207-250-34/35/36/37/38/39/40/41/42 – 385 Oakdale Harris, LLC).

ITEM NO. 11

**APPROVE REQUEST TO WAIVE OID PARCEL MAP POLICY DELIVERY
MEASUREMENT REQUIREMENTS AND APPROVE DEFERRED CONDITIONS
OF APPROVAL AGREEMENT (APNS: 207-250-30/31/32/33/34/35/36/37/38/
39/40/41/42/43/44/45/46/47/48/51/52/53/54 – 385 OAKDALE HARRIS, LLC)**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve request to waive OID Parcel Map Policy delivery measurement requirements and approve Deferred Conditions of Approval Agreement (APNS: 207-250-30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/51/52/53/54 – 385 Oakdale Harris, LLC).

ITEM NO. 12
APPROVE ENCROACHMENT PERMIT AND AGRICULTURAL
DISCHARGE PERMIT ON THE RIVERBANK LATERAL
(APN: 063-025-008 – VIERRA BROS. DAIRY, LP)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Encroachment Permit and the Agricultural Discharge Permit on the Riverbank Lateral (APN: 063-025-008 – Vierra Bros. Dairy, LP).

ITEM NO. 13
APPROVE ABANDONMENT AND QUIT CLAIM OF A PORTION
OF THE FRYMIRE LATERAL (APN: 002-034-083 – LAGARBO)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Abandonment and Quit Claim of a Portion of the Frymire Lateral (APN: 002-034-083 –Lagarbo).

ITEM NO. 14
APPROVE GRANT OF EASEMENTS AND ENCROACHMENT
PERMITS ON THE ALBERS AND EDWARDS DRAINS AND AGRICULTURAL
DISCHARGE PERMIT ON THE ALBERS DRAIN (APN: 014-030-001 – THE
JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED
MAY 7, 2008, JOSEPH P. BRICHETTO, JOHN M. AND LEE ANA L. BRICHETTO)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Grant of Easements and Encroachment Permits on the Albers and Edwards Drains and Agricultural Discharge Permit on the Albers Drain (APN: 014-030-001 – The John and Jacqueline Brichetto 2008 Revocable Trust Dated May 7, 2008, Joseph P. Brichetto, John M. and Lee Ana L. Brichetto).

ITEM NO. 15
APPROVE GRANT OF EASEMENT AND ENCROACHMENT PERMIT
ON THE ALBERS DRAIN (APN: 014-018-004 – THE JOHN AND
JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7,
2008, JOSEPH P. BRICHETTO, JOHN M. AND LEE ANA L. BRICHETTO)

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Grant of Easement and Encroachment Permit on the Albers Drain (APN: 014-018-004 – The John and Jacqueline Brichetto 2008 Revocable Trust Dated May 7, 2008, Joseph P. Brichetto, John M. and Lee Ana L. Brichetto).

ITEM NO. 16

**APPROVE ENCROACHMENT PERMIT ON THE ALBERS LATERAL
(APNS: 014-006-001/002 - THE JOHN AND JACQUELINE
BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008,
JOSEPH P. BRICHETTO, JOHN M. AND LEE ANA L. BRICHETTO)**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Encroachment Permit on the Albers Lateral (APNS: 014-006-001/002 - The John and Jacqueline Brichetto 2008 Revocable Trust Dated May 7, 2008, Joseph P. Brichetto, John M. and Lee Ana L. Brichetto).

ITEM NO. 17

**APPROVE ENCROACHMENT PERMIT ON THE CLARIBEL
VAMP PIPELINE (APN: 014-044-003 - THE JOHN AND JACQUELINE
BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008,
JOSEPH P. BRICHETTO, JOHN M. AND LEE ANA L. BRICHETTO)**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Encroachment Permit on the Claribel Vamp Pipeline (APN: 014-044-003 - The John and Jacqueline Brichetto 2008 Revocable Trust Dated May 7, 2008, Joseph P. Brichetto, John M. and Lee Ana L. Brichetto).

ITEM NO. 18

**APPROVE ENCROACHMENT PERMIT AND AGRICULTURAL DISCHARGE
PERMIT ON THE ADAMS NO. 1 PIPELINE (APN: 010-039-047 - THE JOHN
AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED
MAY 7, 2008, JOSEPH P. BRICHETTO, JOHN M. AND LEE ANA L. BRICHETTO)**

A motion was made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Encroachment Permit and Agricultural Discharge Permit on the Adams No. 1 Pipeline (APN: 010-039-047 - The John and Jacqueline Brichetto 2008 Revocable Trust Dated May 7, 2008, Joseph P. Brichetto, John M. and Lee Ana L. Brichetto).

ITEM NO. 19

**APPROVE ENCROACHMENT PERMIT ON THE TOWN "E" PIPELINE
AND ENCROACHMENT PERMIT AND AGRICULTURAL DISCHARGE
PERMIT ON THE BIRNBAUM PIPELINE (APN: 063-005-004 – THE
JOHN PETER BRICHETTO 2008 IRREVOCABLE TRUST DATED
DECEMBER 24, 2008, THE JOHN MICHAEL BRICHETTO 2012
IRREVOCABLE TRUST DATED DECEMBER 21, 2012, THE JOSEPH
PAUL BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012)**

A motion as made by Director Doornenbal, seconded by Director Osmundson, and unanimously supported to approve the Encroachment Permit on the Town "E" Pipeline and Encroachment Permit and Agricultural Discharge Permit on the Birnbaum Pipeline (APN: 063-005-004 – The John Peter Brichetto 2008 Irrevocable Trust Dated December 24, 2008,

The John Michael Brichetto 2012 Irrevocable Trust Dated December 21, 2012, The Joseph Paul Brichetto 2012 Irrevocable Trust Dated December 21, 2012).

The above Consent Items passed unanimously by the following votes:

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

PULLED CONSENT CALENDAR
ITEM NOS. 2, 3, 9

ITEM NO. 2
APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL
MEETING OF JANUARY 18, 2017 AND RESOLUTION NOS. 2017-07 AND 2017-08

A motion was made by Director Altieri, seconded by Director Santos, and unanimously supported to approve the Board of Directors' Minutes of the Special Meeting of January 18, 2017 and Resolution Nos. 2017-07 and 2017-08.

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

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

ITEM NO. 9
APPROVE WORK RELEASE NO. 064 TO PROFESSIONAL SERVICES
AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL
SERVICES TO PREPARE A REQUEST FOR PROPOSAL TO SELECT AN
ARCHITECTURAL SERVICE ASSOCIATED WITH THE DESIGN OF A NEW FACILITY

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve Work Release No. 064 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for professional services to prepare a request for proposal to select an architectural service associated with the design of a new facility.

The above Consent Items passed unanimously by the following votes:

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

DISCUSSION
ITEM NOS. 26

ITEM NO. 26

DISCUSSION ON DISTRICT'S PORTFOLIO AS OF DECEMBER 31, 2016

Cori Farwell , Senior Fixed Income Funds Manager, with HighMark updated the Board of Directors on the District's investment portfolio for year-end 2016.

ACTION CALENDAR
ITEMS NOS. 20, 21, 22, 23, 24, 25

ITEM NO. 20

**REVIEW AND TAKE POSSIBLE ACTION TO REFUND VOLUMETRIC
DELIVERY FEES ASSESSED FOR A SCHEDULED IRRIGATION
EVENT ON OCTOBER 3, 2016 (APN: 062-010-028 – MAY)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to refund the volumetric delivery fee in the sum of \$14.88 to Mary M. May.

The motion passed unanimously by the following vote:

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

ITEM NO. 21

**REVIEW AND TAKE POSSIBLE ACTION TO APPROVE
AMENDMENT NO. 03 TO WORK RELEASE NO. 009 TO PROFESSIONAL
SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH
TECHNOLOGIES, INC. TO PROVIDE ADDITIONAL BIDDING SUPPORT
FOR THE OID SOUTH MAIN CANAL TWO-MILE BAR TUNNEL PROJECT**

A motion was made by Director Webb, seconded by Director Doornenbal, and unanimously supported to approve Amendment No. 03 to Work Release No. 009 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to provide additional bidding support for the OID South Main Canal Two-Mile Bar Tunnel Project.

The motion passed unanimously by the following vote:

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

ITEM NO. 22
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
AMENDING THE RESERVE POLICY TO INCLUDE A DEBT SERVICE RESERVE

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to adopt a Resolution Amending the Reserve Policy to include a debt service reserve.

The motion passed unanimously by the following vote:

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

ITEM NO. 23
REVIEW AND TAKE POSSIBLE ACTION TO
APPROVE A FUND TRANSFER TO DESIGNATED RESERVES

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve a fund transfer to designated reserves.

The motion passed unanimously by the following vote:

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

ITEM NO. 24
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A
RESOLUTION ACCEPTING DEPARTMENT OF WATER RESOURCES
PROPOSITION 1 WATER USE EFFICIENCY GRANT FUNDS AND AUTHORIZE
GENERAL MANAGER TO EXECUTE COST-SHARE COMMITMENT LETTER

A motion was made by Director Webb, seconded by Director Osmundson, and unanimously supported to adopt a Resolution Accepting Department of Water Resources Proposition 1 Water Use Efficiency Grant Fund and Authorize General Manager to Execute Cost-Share Commitment Letter.

The motion passed unanimously by the following vote:

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

ITEM NO. 25
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT
A RESOLUTION AMENDING SUBDIVISION PARCEL MAP POLICY

A motion was made by Director Webb, seconded by Director Osmundson, and unanimously supported to adopt the Resolution Amending Subdivision Parcel Map Policy.

The motion passed unanimously by the following vote:

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

DISCUSSION
ITEM NOS. 27

ITEM NO. 27
DISCUSSION ON WATER AVAILABILITY IN 2017

General Manager Steve Knell discussed the water availability in 2017.

COMMUNICATIONS
ITEM NO. 2

A. GENERAL MANAGERS REPORT

Safety Activities

1. OID has gone 104 days without a lost time injury accident.
2. February is fire extinguisher training.

Administration Activities

1. Staff is finalizing its consolidated comments on the SED. Should be wrapping up OID's comments in the next 2 weeks. Legal comments should be ready by the end of the month.
2. Settlement discussions for SJ River and its tributaries had their first meeting on January 25 and 26th. Scheduled to meet every other week for next 4 meetings.
3. OE3 labor negotiations have concluded. The MOU is being updated and then to the Board for approval.
4. Action Plan meeting with City Manager, City of Oakdale and OID Committee met on January 31st.
5. City of Oakdale's Mayor Luncheon was held on January 25th.
6. Sand Bar Dinner on February 11th.
7. Will be attending Steamboat Institute Seminar "The Path Forward: America in 2017 and Beyond at the end of February.
8. February 28th is the Northeast Region Farm Bureau Dinner. See Lori for tickets.

Legal Activities

1. OID/SSJID vs the State Water Resources Control Board; Curtailment case from 2015. Court date anticipated for this summer.

2. OID/SSJID as intervenors in the CalSPA v. SWRCB; A trial date is set for Alameda County Court on August 7, 2017.
3. OGA/Brichetto/Frobose vs. OID regarding CEQA case:
 - a. Hearing held on January 18th
4. OGA/Brichetto/Frobose vs. OID regarding Contempt of Court by OID:
 - a. Hearing held on January 18th. OID prevailed on the matter.
5. OID vs Directors Santos and Altieri regarding their ability to be in Closed Session on matters related to the OGA case due to their declarations in support of the OGA case, two breaches of closed session, and undisclosed conflict of interests with Frobose.
 - a. The case is moving forward.
6. Recall of Director for District 4
 - a. Candidacy period open from January 11th to February 9th.
 - b. A Recall election is scheduled for April 25th.
7. Redistricting Process
 - a. Staff had a conference call with Stanislaus County IT/GIS personnel. Lots of updating and data exchanges still occurring. Lots of "blanks" to fill in on map accuracy.
 - b. Regulatory compliance date is 180 days preceding the election or May 11, 2017

Construction Activities

1. C&M crews and equipment operators continue to progress on capital projects and maintenance work.
2. Assisting Water Ops./Eng. Dept. with various tasks including storm water management.
3. Conducting Safety Coordinator tasks as needed. Completed the annual review of the Emergency Action Plan and the Hazard Communication Standards Program with OID personnel.
4. Conducting Contract Administration tasks as needed.
5. C&M Leadman – Written test and interviews have been conducted. A C&M Worker, Cody Coonce was the successful candidate and has been promoted to a C&M Leadman.
6. C&M Worker – Posted in-house for the vacant position after filling the C&M Leadman position.
7. Two Mile Bar Tunnel Project – Bid opening occurred on 1/19 of which six bids were received ranging from \$12.4 to \$24.7 million. Staff along with Condor are reviewing the bids for responsibility and responsiveness and anticipate providing a recommendation to the Board to award the bid on 2/21.
8. Received correspondence from Deanne Dalrymple regarding OID's interest in purchasing ¾" recycled concrete road base. Staff is in the process of reviewing.
9. Pest Dept. staff attended the annual required Magancide H safety and application training on 2/1.

Water Operations Activities

Engineering

1. Continued to process Encroachment and Ag Discharge Agreements and conduct field inspections during installation of the associated facilities.
2. Staff continued to work with landowners requesting deferred conditions of approval agreements, encroachment agreements and easements in accordance to OID's requirements for continued irrigation on recently completed lot line adjustments and parcel split projects.

3. Tule Evapotranspiration (ET) monitoring stations installed as part of the ET Monitoring and Measurement Project continued to collect data. Amendments to reflect the extended contract period were executed with each associated landowner.
4. Staff continued to work with South San Joaquin Irrigation District, Calaveras County Water District, San Joaquin County and Stanislaus County to complete the draft mapping of OID's proposed Groundwater Sustainability Agency (GSA) boundaries in the East San Joaquin Groundwater Basin (ESJGB).
5. Revisions to the draft Joint Powers Association (JPA) agreement for the ESJGB continued. The draft JPA agreement is anticipated to be finalized for Board review and consideration after the February 8th ESJGB work group meeting.
6. A public hearing announcement of OID's intent to elect to become a GSA in representation of the OID service area within the East San Joaquin Groundwater Subbasin (north of the Stanislaus River) was posted in the Oakdale Leader on February 1st and will be posted again on February 8th. A public hearing followed by potential adoption by OID's Board of Directors will occur at the February 21st meeting.
7. The STRGBA GSA MOU adoption and public hearings by each member agency continued. All agencies remain on schedule. A formal filing with DWR will be made in mid-February.
8. The Stanislaus County Technical Advisory Committee (TAC) meeting scheduled for February 9th has been cancelled. The next meeting will be held on March 9th.
9. Staff continued to work with CH2M and Stanislaus County staff to generate a draft boundary adjustment proposal that will balance not only population, but also more equally distribute acreage and small and large parcels amongst each director's division. A GIS shapefile of other existing County election precinct boundaries was also provided to OID staff for review and consideration in doing so.
10. City staff continued to address a series of questions on the draft City of Oakdale Out of Boundary Service Agreement with OID on behalf of ID 41. Once these questions have been answered the agreement will be provided to the ID 41 membership for approval to proceed.
11. Staff continued surveying, design, cost estimates, landowner meetings and drafting of plans for future projects.

Ag Water

1. Continued to respond and address questions regarding volumetric water deliveries as they were received.
2. OID staff began working with Department of Water Resources (DWR) through the draft grant agreement process prior to final approval by the Board and initiation of any construction. Multiple years of OID's Comprehensive Annual Financial Reports were provided at DWR's request and are anticipated to be followed up with a cost-share commitment letter and resolution of acceptance upon approval by the Board.
3. Continued to progress with updates and slight modifications to the Storm tracking software mainly based on customer and DSO feedback to continue to improve functionality and effective utilization of the software.
4. SCADA integration of automated and metered sites continued.
5. Winter water operations continued.
6. Preparation for the 2017 irrigation season and DSO orientation and training was initiated.

Water Utilities

1. Improvement District No. 41:
 - Pumping Station No. 3 remains out of service due to high turbidity issues.
2. Domestic Water Pumping Stations:
 - All Domestic Water Pumping Stations that are in service are operational.
3. Domestic Water Systems:
 - a. All water systems are operating without restrictions.
 - b. Performed quarterly blow-off valve exercising.
 - c. Performed Air Relief Valve exercising.
 - d. Annual testing of all backflow devices has been completed in accordance with OID's Cross Connection Control Policy.
 - e. Conducted inspections of all well head seals and continued to replace them as needed.
4. On-Call Activities:
 - Improvement District 46 had a water outage due to PG&E issues during the last storm event. Their water service has since been restored.
5. Knights Ferry Pumping Station:
 - a. The Knights Ferry Pumps are active and continued to provide water to the treatment plant.
6. Irrigation Pumping Stations:
 - Agricultural deep well pumps have been deactivated for winter.
 - Inspections continued on all drain pumps that have been left in service for the winter.

Finance Activities

1. Ag billing delinquencies (flat rate and usage) were 28% at December 31, 2016.
2. Auditors began field work the week of January 23rd.
3. Working with the Administrative Assistant on a draft OE3 MOU.
4. Preparing closing entries for 2016 year-end, in addition to routine accounting functions (AP, AR, PR, billings, account reconciliations, etc.)

B. COMMITTEE REPORTS

The Ad Hoc Committee for the City of Oakdale met with the City on January 31, 2017, which will be reported at the next Board Meeting.

C. DIRECTORS COMMENTS

Director Doornenbal

Director Doornenbal had no comments.

Director Osmundson

Director Santos stated that she would like the General Manager's report under Legal Activities to reflect the Court's Ruling on the Preliminary Injunction in the case of *Oakdale Irrigation District v. Linda Santos and Gail Altieri*.

Director Altieri

Director Altieri stated that there is a Case Management Conference scheduled in the *Oakdale Irrigation District v. Linda Santos and Gail Altieri* case for June 12, 2017.

Director Webb

Director Webb had no comments.

At the hour of 10:55 a.m. the Board adjourned to Closed Session.

CLOSED SESSION
ITEM NO. 29

- A. Government Code §54956.8 Conference with Real Property Negotiator**
Negotiating Parties: OID, SSJID and Stockton East Water District
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms
- B. Government Code §54956.8 Conference with Real Property Negotiator**
Negotiating Parties: OID, SSJID, MID, TID, MeID
Property: Water
Agency Negotiators: General Manager
Under Negotiations: Price and Terms
- C. Government Code §54956.8 Conference with Real Property Negotiator**
Negotiating Parties: OID and Heritage Self Storage
Property: APNS: 063-024-023/024/025 (Greger/Kaufman)
Agency Negotiators: General Manager
Under Negotiations: Price and Terms
- D. Government Code §54957**
Public Employee Discipline/Dismissal/Release

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

Coming out of Closed Session Director Webb stated that by the following roll call vote the Board unanimously agreed to not sell any portion of the District's property (APNS: 063-024-032/024/025:

Director Doornenbal	Aye
Director Osmundson	Aye
Director Webb	Aye
Director Santos	Aye
Director Altieri	Aye

Motion passed by a 5-0 vote.

OTHER ACTION
ITEM NO. 29

At the hour of 11:50 a.m. the meeting was adjourned. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 21, 2017 at 6:00 p.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, February 16, 2017 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Steve Webb, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-09**

ENCROACHMENT PERMIT ON THE RIVERBANK LATERAL

APN: 063-025-008

WHEREAS, VIERRA BROS DAIRY, L.P. is the titled owner of property located in Section 22, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, VIERRA BROS DAIRY, L.P. has requested an Encroachment Permit for:

1. One (1) private 10" 100 PSI PIP PVC deep well pump discharge pipeline.
2. One (1) existing private deep well.
3. One (1) existing overhead electrical service drop pole.
4. One (1) existing overhead electrical service panel.
5. One (1) existing 3/4" Sch. 40 PVC pipeline crossing with riser and spigot.
6. One (1) existing 2" Sch. 40 PVC pipeline crossing with 2" ball valve.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-10**

**AGRICULTURAL DISCHARGE PERMIT
ON THE RIVERBANK LATERAL TO
VIERRA BROS DAIRY, L.P.**

APN: 063-025-008

WHEREAS, VIERRA BROS DAIRY, L.P. is the titled owner of the property located in Section 22, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) PRIVATE 10" 100 PSI PIP PVC DEEP WELL PUMP DISCHARGE PIPELINE on the RIVERBANK LATERAL, constructed in accordance with District Standard Details.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-11**

ABANDONMENT OF A PORTION OF A DISTRICT FACILITY

FRYMIRE LATERAL

APN: 002-034-083

WHEREAS, a portion of the Oakdale Irrigation District facility known as the Frymire Lateral, located within the West half of Section 29, Township 1 South, Range 12 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, crosses the above-noted parcel; and

WHEREAS, upon completion of the Knights Ferry Water Rights Delivery System, that portion of the Frymire Lateral has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

WHEREAS, Oakdale Irrigation District has no plan to expand or modify the current use of the Frymire Lateral, has no need to maintain said facility through the above-noted parcel, and the abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

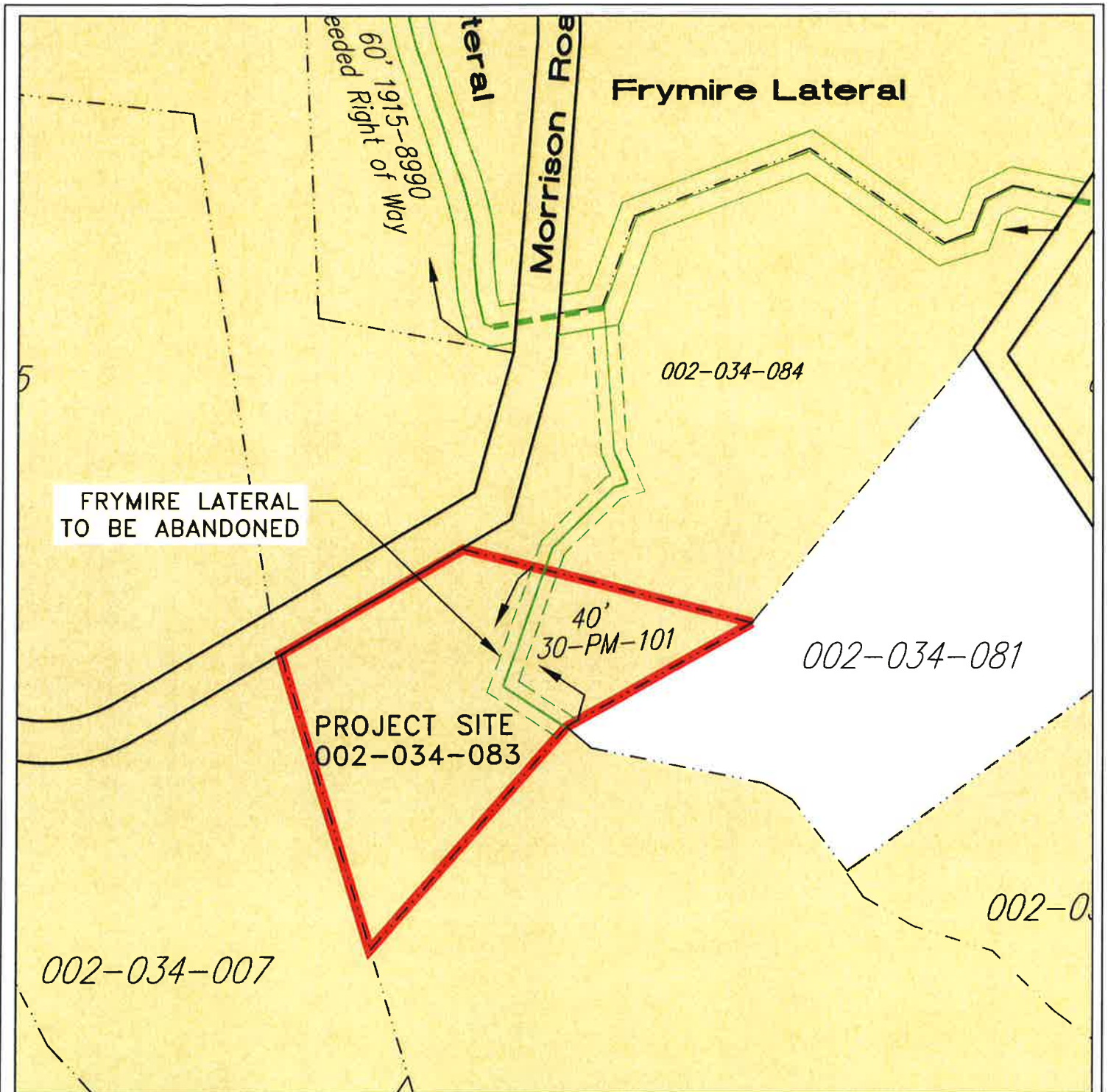
NOW, THEREFORE BE IT RESOLVED, that we find the abandonment of a portion of the Frymire Lateral as herein described and as shown on the Project Site Map attached hereto as Exhibit "A" is appropriate and be adopted.

Upon motion of Director Doornenbal, seconded by Director Osmundson and duly submitted to the Board for its consideration, the above-titled resolution was adopted this seventh day of February, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

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



OID
OAKDALE IRRIGATION DISTRICT



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
PROPOSED ABANDONMENT
OF A DISTRICT FACILITY
FRYMIRE LATERAL



DATE: Jan. 31, 2017
DRAWN BY: ECS
CHECKED BY: ECT

EXHIBIT "A"

NOT TO SCALE
SHEET 1 of 1

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-12**

**AUTHORIZING QUITCLAIM DEED TO
ALLEN R. LAGARBO AND SANDY L. LAGARBO**

APN: 002-034-083

WHEREAS, a portion of the Oakdale Irrigation District facility known as the Frymire Lateral, located within the West half of Section 29, Township 1 South, Range 12 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, crosses the above-noted parcel; and

WHEREAS, upon completion of the Knights Ferry Water Rights Delivery System, that portion of the Frymire Lateral has been reviewed by the Water Operations Department and determined to be operationally unnecessary; and

WHEREAS, Oakdale Irrigation District has no plan to expand or modify the current use of the Frymire Lateral, has no need to maintain said facility through the above-noted parcel, and the abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

NOW THEREFORE BE IT RESOLVED, that any interest in that portion of the Frymire Lateral across the above-noted parcel be quitclaimed to the titled owner of said property, that any interest in the Frymire Lateral easement accepted by Oakdale Irrigation District Board Resolution No. 1979-394 and dedicated to the Oakdale Irrigation District by that certain Parcel Map recorded July 1, 1980 in Volume 30 of Parcel Maps, at Page 101 in the Office of the Stanislaus County Recorder be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

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

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-13**

ENCROACHMENT PERMIT ON THE ALBERS DRAIN AND EDWARDS DRAIN

APN: 014-030-001

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS are the titled owners of the property located in the East 1/2 of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS have requested an Encroachment Permit for:

1. One (1) 15" 100 PSI PIP PVC private irrigation pipeline crossing the Albers Drain.
2. One (1) 2" Sch. 40 PVC private irrigation pipeline crossing the Albers Drain.
3. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline on the Albers Drain.
4. One (1) 4" Sch. 40 PVC private irrigation pipeline crossing the Edwards Drain.
5. One (1) 2" Sch. 40 PVC private irrigation pipeline crossing the Edwards Drain.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-14**

AGRICULTURAL DISCHARGE PERMIT ON THE ALBERS DRAIN

APN: 014-030-001

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. BRICHETTO AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE, are the titled owners of the property located in the Northeast 1/4 of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE on the ALBERS DRAIN, constructed in accordance with District Standard Details.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-15**

ENCROACHMENT PERMIT ON THE ALBERS DRAIN

APN: 014-018-004

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS are the titled owners of the property located in the Southeast 1/4 of Section 9, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS have requested an Encroachment Permit for:

1. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-16**

ENCROACHMENT PERMIT ON THE ALBERS LATERAL

APN: 014-006-001

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS are the titled owners of the property located in the Northwest 1/4 of Section 15, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS have requested an Encroachment Permit for:

1. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-17**

ENCROACHMENT PERMIT ON THE ALBERS LATERAL

APN: 014-006-002

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS are the titled owners of the property located in the West 1/2 of Section 15 and the East 1/2 of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS have requested an Encroachment Permit for:

1. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-18**

ENCROACHMENT PERMIT ON THE CLARIBEL VAMP PIPELINE

APN: 014-044-003

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS, ALL AS TENANTS IN COMMON are the titled owners of the property located in the Southeast 1/4 of Section 22, and the Northwest 1/4 of Section 27, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS, ALL AS TENANTS IN COMMON have requested an Encroachment Permit for:

1. One (1) existing 3" Sch. 40 PVC private irrigation pipeline crossing.
2. One (1) existing 8" 100 PSI PIP PVC private irrigation pipeline crossing.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-19**

ENCROACHMENT PERMIT ON THE ADAMS NO. 1 PIPELINE

APN: 010-039-047

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. BRICHETTO AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS are the titled owners of the property located in the Southwest 1/4 of Section 18, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. BRICHETTO AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS have requested an Encroachment Permit for:

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

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-20**

AGRICULTURAL DISCHARGE PERMIT ON THE ADAMS NO. 1 PIPELINE

APN: 010-039-047

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. BRICHETTO AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS, are the titled owners of the property located in the Southwest 1/4 of Section 18, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL BACKFLUSH DISCHARGE PIPELINE on the ADAMS NO. 1 PIPELINE, constructed in accordance with District Standard Details.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-21**

**ENCROACHMENT PERMIT
ON THE BIRNBAUM PIPELINE AND TOWN 'E' PIPELINE**

APN: 063-005-004

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE JOHN PETER BRICHETTO 2008 IRREVOCABLE TRUST DATED DECEMBER 24, 2008, JOHN MICHAEL BRICHETTO, TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012, AND JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012, ALL AS TENANTS IN COMMON are the titled owners of the property located in the Southeast 1/4 of Section 9, the Southwest 1/4 of Section 10, the North 1/2 of Section 16, and the Northwest 1/4 of Section 15, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE JOHN PETER BRICHETTO 2008 IRREVOCABLE TRUST DATED DECEMBER 24, 2008, JOHN MICHAEL BRICHETTO, TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012, AND JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012, ALL AS TENANTS IN COMMON have requested an Encroachment Permit for:

1. Two (2) existing 10" 100 PSI PIP PVC private irrigation pipeline crossings on the Town "E" Pipeline.
2. One (1) existing 4" SCH. 40 PVC private agricultural filter station backflush discharge pipeline on the Birnbaum Pipeline.
3. One (1) existing 18" 100 PSI PIP PVC private irrigation pipeline crossing the Birnbaum Pipeline.
4. One (1) existing 10" 100 PSI PIP PVC private irrigation pipeline crossing the Birnbaum Pipeline.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-22**

AGRICULTURAL DISCHARGE PERMIT ON THE BIRNBAUM PIPELINE

APN: 063-005-004

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE JOHN PETER BRICHETTO 2008 IRREVOCABLE TRUST DATED DECEMBER 24, 2008, JOHN MICHAEL BRICHETTO, TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012, AND JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012, are the titled owners of the property located in the Southeast 1/4 of Section 9, the Southwest 1/4 of Section 10, the North 1/2 of Section 16, and the Northwest 1/4 of Section 15, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL BACKFLUSH DISCHARGE PIPELINE on the BIRNBAUM PIPELINE, constructed in accordance with District Standard Details.

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-23**

**RESOLUTION ADOPTING
REVISION TO RESERVE POLICY
REPLACING RESOLUTION NO. 2014-82**

WHEREAS, the Board of Directors of the Oakdale Irrigation District ("District") approved a revision to the Reserve Policy to add a Debt Redemption Reserve. Government entities have constitutional authority under the California State Constitution, Article XIII B, Section 5, to establish reserve funds as the districts deem reasonable and proper.

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

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

Upon Motion of Director Doornenbal, seconded by Director Santos and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of February, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-24**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
OAKDALE IRRIGATION DISTRICT ACCEPTING CALIFORNIA
DEPARTMENT OF WATER RESOURCES
PROPOSITION 1 WATER USE EFFICIENCY GRANT FUNDS**

WHEREAS, the Oakdale Irrigation District submitted an application to the Department of Water Resources for funding for the Phase 1 Total Channel Control System Modernization Project to improve water use efficiency in the Oakdale Irrigation District service area,

WHEREAS, Oakdale has been notified that its application for a grant under the State of California Proposition 1 Water Use Efficiency Grant Program has been selected for funding, and

NOW, THEREFORE, be it resolved, that the Oakdale Irrigation District Board of Directors accepts the Grant funds and designates the General Manager Steve Knell to sign a contract on behalf of the District and designates the Water Operations Manager Eric Thorburn, as the District's representative to sign the progress reports and approve reimbursement claims.

Upon Motion of Director Webb, seconded by Director Osmundson, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of February 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-25**

**SUBDIVISION PARCEL MAP
POLICY (AMENDED)**

WHEREAS, the Board of Directors of the Oakdale Irrigation District ("District") adopted a Subdivision Parcel Map Policy on September 7, 2004, which was subsequently amended on September 20, 2005.

WHEREAS, the Subdivision Map Act (California Government Code Section 66410 et seq.) provides government with the authority necessary to regulate and control the design and improvement of land during the creation of a subdivision map and a parcel map. The Oakdale Irrigation District's Subdivision Parcel Map Policy was put in place in accordance with and pursuant to the Subdivision Map Act to provide staff with guidelines to work cooperatively with landowners and developers while protecting the interests of the District and the District's constituents.

WHEREAS, the District desires to amend the Subdivision Parcel Map Policy.

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

Upon Motion of Director Webb, seconded by Director Osmundson, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of February 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 4
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Union Bank N.A.	2016 COP Semi-Annual Payment	\$440,281.11
Hilmar Lumber, Inc.	10", 12", 18", 21", 24" & 36" PVC Pipe	96,337.85
Kaiser Foundation Health Plan, Inc.	March 2017 Health Insurance	51,070.94
Tri-West Tractor, Inc.	Excavator Rental (4)	25,242.76
Condor Earth Technologies, Inc.	WR #009, WR #010, WR #011	24,451.25
Calpers	Retirement Contribution	23,048.79
Damrell, Nelson, Schrimp, Pallios	Attorney Fees	20,430.86
Dauids Engineering, Inc.	WR #006	12,056.63
O'Laughlin & Paris LLP	Attorney Fees	11,807.15
Allied Concrete & Supply Co., Inc.	Concrete	9,236.35

FISCAL IMPACT: \$819,169.27

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

February 21, 2017

Accounts Payable
Check Register - February 21, 2017



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
20687	2/7/2017	City of Oakdale - Utilities	\$342.14	Water/Sewer 12/16/16 - 1/15/17
20688	2/7/2017	Gilton Solid Waste Management, Inc.	\$282.52	Refuse Charges - January
20689	2/7/2017	Mission Uniform Service	\$21.63	Uniform Service
20690	2/7/2017	Paddack, Randall	\$2,613.03	Refund - APN: 002-053-021
20691	2/7/2017	Rubicon, Inc.	\$7,205.82	24" Flume Meter
20692	2/7/2017	Van Diepen, Leon	\$192.00	Health and Wellness Reimbursement Jan. - Apr.
20693	2/7/2017	Wagner, Richard and/or Patricia	\$20.70	Refund - APN: 010-050-031
20694	2/14/2017	California State Disbursement Unit	\$207.69	Levy
20695	2/14/2017	California State Disbursement Unit	\$194.30	Levy
20696	2/14/2017	Franchise Tax Board	\$175.00	Levy
20697	2/14/2017	Stanislaus County Sheriff's Department	\$100.00	Levy
20698	2/14/2017	United States Postal Service	\$2,500.00	Postage Refill
20699	2/21/2017	Bearg Aric R.	\$97.05	Refund - APN: 002-071-012
20700	2/21/2017	Ace Hardware	\$253.59	Chain Oil, Screwdriver Set, Towels, Duct Tape, Paint
20701	2/21/2017	ACWA-JPIA	\$8,285.95	Dental/Vision Insurance - March
20702	2/21/2017	Ahern Rentals, Inc.	\$3,065.53	Boom Telescoping Rental 1/17/17 - 1/18/17
20703	2/21/2017	Allied Concrete and Supply Co., Inc.	\$9,236.35	Concrete
20704	2/21/2017	Amerine Systems, Inc.	\$270.47	10a Waterman Stem, 2" PVC Pipe
20705	2/21/2017	Battery Systems	\$556.91	Batteries - SK50, #90
20706	2/21/2017	Borba, A.J.	\$369.63	Irrigation Conference, World Ag Expo Expenses
20707	2/21/2017	California Public Employees' Retirement System	\$23,048.79	Retirement Contribution
20708	2/21/2017	Casey Moving Systems Records Management	\$96.00	Shredding - January
20709	2/21/2017	Central Valley Ag Grinding, Inc.	\$1,375.00	Waste Disposal - January
20710	2/21/2017	Chicago Title Co.	\$67.33	Refund - APN: 064-017-009
20711	2/21/2017	Coffee Break Service, Inc.	\$216.50	Coffee Service
20712	2/21/2017	Condor Earth Technologies, Inc.	\$24,451.25	WR #009, WR #010, WR #011
20713	2/21/2017	Consumers Choice Pest Control	\$75.00	Quarterly Pest Control
20714	2/21/2017	CoreLogic Solutions, LLC	\$255.50	Real Quest - January
20715	2/21/2017	Cutting Edge Supply	\$651.98	Flex Roll Pins, Single & Twin Tiger Teeth
20716	2/21/2017	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$20,430.86	Attorney Fees
20717	2/21/2017	Davids Engineering, Inc.	\$12,056.63	WR #006
20718	2/21/2017	Denair Lumber Company, Inc.	\$202.10	Lumber
20719	2/21/2017	Dennis Wing Trucking	\$7,631.75	Haul Dirt
20720	2/21/2017	Devnalysis	\$60.00	Hosting - oidwaterresourcesplan.org, savethestan.org
20721	2/21/2017	Digi-Key Corporation	\$77.02	Adapters, Cable
20722	2/21/2017	Far West Laboratories, Inc.	\$390.00	Bac-T Tests
20723	2/21/2017	Fastenal Company	\$1,193.39	Anchors, Bits, Drills
20724	2/21/2017	Frasco Profiles	\$77.50	Background Check
20725	2/21/2017	Freeman Designs	\$443.37	#10 Window Envelopes
20726	2/21/2017	Fresno Valves & Castings, Inc.	\$6,323.11	18", 24" & 36" 101C Gates
20727	2/21/2017	George Reed, Inc.	\$703.92	Minus-18, Crushed Rock
20728	2/21/2017	GGD Oakdale LLC	\$2,383.94	DSO Office Lease - March
20729	2/21/2017	Giuliani & Kull, Inc.	\$1,580.00	WR#062
20730	2/21/2017	Government Finance Officers Association	\$160.00	Annual Membership Dues 3/1/17 - 2/28/18
20731	2/21/2017	Grainger	\$337.30	Diaphragm Pumps, Fitting Kits, Rail Mounting Track

Accounts Payable
Check Register - February 21, 2017



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
20732	2/21/2017	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape Maintenance - January
20733	2/21/2017	Haidlen Ford	\$513.80	Rotors, Seat Belt, Pretensioner, Brake Lining
20734	2/21/2017	Herc Rentals Inc.	\$7,259.07	Excavator Rental 12/27/16 - 1/24/17 (2), 1/9/17 - 2/6/17
20735	2/21/2017	Hilmar Lumber, Inc.	\$96,337.85	10", 12", 18", 21", 24" & 36" PVC Pipe Gaskets
20736	2/21/2017	Hixco	\$775.63	Bolts, Nuts, Washers, Batteries
20737	2/21/2017	Jorgensen Company	\$1,899.33	Miller Contractor Harnesses, 6' Lanyards, 15' Cable Line
20738	2/21/2017	Kaiser Foundation Health Plan, Inc.	\$51,070.94	March 2017 Health Insurance
20739	2/21/2017	Les Schwab, Inc	\$6,162.39	Steel Belted Tires, O-Rings
20740	2/21/2017	Machado Backhoe, Inc.	\$4,315.61	12" & 2-15" Canal Gate Headwall Structures
20741	2/21/2017	McMaster-Carr	\$89.11	Bolts, Screws - #46
20742	2/21/2017	Mission Uniform Service	\$1,956.55	Uniform Service
20743	2/21/2017	Mitch's Certified Classes	\$500.00	Backflow Prevention Assembly Tester Course
20744	2/21/2017	Modesto Battery	\$2,891.22	12-Volt AGM Batteries
20745	2/21/2017	Modesto Bee	\$1,050.00	Employment Ad
20746	2/21/2017	Modesto Irrigation District	\$640.47	Electricity
20747	2/21/2017	Modesto Steel	\$800.48	3/8" x 2" Flat Bar
20748	2/21/2017	Morrill Industries, Inc.	\$1,775.78	18" Flange Adapters, 18" Gaskets, 36" Gaskets
20749	2/21/2017	Motor Parts Distributors, Inc.	\$743.57	Alternator, Starter, Antifreeze, Cleaner
20750	2/21/2017	Northern Steel, Inc.	\$2,865.00	Rebar Placement
20751	2/21/2017	Oakdale Auto Parts	\$14.82	Cable Terminal
20752	2/21/2017	Oakdale Leader	\$1,060.47	Employment Ad, Public Notice
20753	2/21/2017	Office Depot	\$778.62	Office Supplies
20754	2/21/2017	O'Laughlin & Paris LLP	\$11,807.15	Attorney Fees
20755	2/21/2017	Paddock, Kenneth and/or Jennifer	\$362.50	Refund - APN: 006-002-035
20756	2/21/2017	Pakmail	\$35.86	Shipping Charges
20757	2/21/2017	P.F. Pettibone & Co.	\$201.85	Minute Book
20758	2/21/2017	P & L Concrete Products, Inc.	\$272.22	Concrete
20759	2/21/2017	Prado, Uriel	\$60.00	ITRC Cal Poly Training Expenses
20760	2/21/2017	Redwood Health Services	\$169.75	125 Cafeteria Plan & Cobra - March 2017
20761	2/21/2017	Resource Building Materials	\$74.85	Redi Mix
20762	2/21/2017	Rugid Computer, Inc.	\$948.59	Rug3 Controllers, RS485 Ports, Analog Output
20763	2/21/2017	Samba Holdings, Inc.	\$243.44	Fleet Watch - November 2016 & January 2017
20764	2/21/2017	Skokan, David	\$29.99	Health and Wellness Reimbursement - January
20765	2/21/2017	Spray & Son Janitorial, Inc.	\$2,450.00	Monthly Janitorial Service - January
20766	2/21/2017	Streamline	\$400.00	Monthly Website Fee - January
20767	2/21/2017	Thorburn, Eric	\$82.60	Conference - Mileage
20768	2/21/2017	Tri-West Tractor Incorporated	\$25,242.76	Excavator Rental (4)
20769	2/21/2017	Fader, Fred M. & Vera D.	\$77.87	Refund Check
20770	2/21/2017	Union Bank N.A.	\$440,281.11	2016 COP Semi-Annual Payment
20771	2/21/2017	Valley Air Conditioning Engineering, Inc.	\$79.00	Diagnostics - DSO Office
20772	2/21/2017	Verizon Wireless	\$1,597.94	Cell Phone Charges & Cimis Station - January
20773	2/21/2017	Visa	\$987.15	Wall Mount Bracket, Computer Desks, Cam Lock Gaskets
20774	2/21/2017	Visa	\$130.00	CSDA Webinar Training Courses
20775	2/21/2017	Visa	\$2,035.19	Employment Ad, ITRC Training-Lodging
20776	2/21/2017	W. H. Breshears, Inc.	\$6,080.39	Fuel

Accounts Payable
Check Register - February 21, 2017



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
20777	2/21/2017	Wienhoff Drug Testing, Inc.	\$320.00	Random Selection Drug Testing - January
20778	2/21/2017	Wille Electric Supply Co., Inc.	<u>\$924.80</u>	Terminal Block, Fuses, Adapter, PVC Conduit
			<u>\$819,169.27</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
February 21, 2017

THE FOREGOING CLAIMS, NUMBERED 20687 Through 20778 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

_____	_____
_____	_____

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 5
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve

BACKGROUND AND DISCUSSION:

Check number 1229 for the reimbursement of Improvement District's December 2016 Accruals and January 2017 O & M expenses in the amount of \$3,043.75 is being submitted for Board approval.

FISCAL IMPACT: \$3,043.75

ATTACHMENTS:

➤ Statement of Obligations

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

1229

DATE: 21-Feb-17		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	Dec. Accrual & Jan. O & M Expense	I.D. #	Dec. Accrual & Jan. O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	557.70		
19	3.82	45	565.29		I.D. # Construction In Progress
20		46	757.00		
21		48			
22	419.29	51	736.83		
26		52			
29	3.82				
SUB-TOTAL	\$426.93	SUB-TOTAL	\$2,616.82	SUB-TOTAL	\$0.00
VOUCHER CHARGES					
Maintenance & Operations					\$3,043.75
Capital Projects					\$0.00
TOTAL AMOUNT					\$3,043.75

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2017 - JANUARY 31, 2017**

CHECK

NO.	PAYABLE TO:	AMOUNT	DATE
1227	OAKDALE IRRIGATION DISTRICT	\$11,446.75	01/03/2017
1228	OAKDALE IRRIGATION DISTRICT	56,482.35	01/18/2017
1229	OAKDALE IRRIGATION DISTRICT	3,043.75	02/21/2017

THE FOREGOING CLAIM NUMBERED 1229 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

_____	_____
_____	_____

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 6
APN: N/A

SUBJECT: APPROVE THE MONTHLY TREASURER AND CHIEF FINANCIAL OFFICER'S REPORTS FOR THE MONTH ENDING JANUARY 31, 2017

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Actual revenues are at 34.9% of the budget; while actual expenditures (including capital projects and purchases) are at 3.2% of the budget. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

- Treasurer's Report – to be handed out at board meeting.
- Monthly Financial Reports (*unaudited*)

Board Motion:

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

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

January 31, 2017

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT
January 31, 2017



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CAPITAL AND DEBT EXPENDITURES	5 - 6
OPERATING EXPENSES DETAIL	7 - 24

OAKDALE IRRIGATION DISTRICT

STATEMENT OF NET POSITION



	At January 31	
	2017	2016
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 3,280,855	\$ 6,718,459
Investments	62,698,433	37,981,775
Receivables		
Annexation fees	769,130	746,728
Agricultural water fees	662,889	611,343
Due from other governmental agencies	1,059,292	5,518
Miscellaneous	157,763	189,824
Domestic water fees	6,289	5,913
Inventory of materials and supplies	829,953	907,688
Prepaid expenses	185,662	195,933
Due from Improvement Districts	(3,078)	(43,143)
Total current assets	69,647,188	47,320,038
Noncurrent assets:		
Accounts receivable - delinquencies	2,754	8,956
Due from other governmental agencies-Prop 1A	101,475	101,647
Restricted cash and cash equivalents	-	2,309,555
Restricted Improvement Districts' cash and cash equivalents	1,185,609	960,094
Annexation fees receivable	14,734,124	15,503,254
Investments in Tri-Dam Project	38,074,439	38,074,439
Capital assets:		
Not being depreciated	2,851,729	2,751,847
Being depreciated, net	77,881,601	76,677,845
Total noncurrent assets	134,831,731	136,387,637
Total assets	204,478,919	183,707,675
Deferred outflows of resources		
Pensions	573,848	573,848
Total deferred outflows of resources	573,848	573,848
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	205,052,767	184,281,523
LIABILITIES		
Current liabilities:		
Payable from nonrestricted assets		
Accounts payable	401,314	371,937
Accrued salaries, wages and related benefits	867,754	878,914
Unearned revenue	(17,725)	(27,607)
Deposits payable	824,423	1,204,668
Claims payable	3,750	3,750
Improvement Districts' deposits payable from restricted assets	1,185,609	960,094
Total current liabilities	3,289,483	3,418,984
Noncurrent liabilities:		
Long-term liabilities, due in more than one-year	25,526,609	27,678,687
Pensions	2,297,665	2,297,665
Total noncurrent liabilities	27,824,274	29,976,352
TOTAL LIABILITIES	31,113,757	33,395,336
DEFERRED INFLOWS OF RESOURCES		
Pensions	948,385	948,385
Total deferred inflows of resources	948,385	948,385
Net Position		
Net investment in capital assets	51,589,942	51,589,942
Restricted for debt service	-	2,149,258
Restricted for remediation projects	-	160,114
Unrestricted	121,400,683	96,038,488
TOTAL NET POSITION	\$ 172,990,625	\$ 149,937,802

OAKDALE IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Month Ended January 31, 2017



	Current Month	YTD Actual	2017 Budget	Budget Remaining	% of 2017 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ 1,921,429	\$ 1,921,429	\$ 1,928,100	\$ 6,671	0%
Water sales	-	-	6,397,100	6,397,100	100%
Annexation Fees	-	-	1,922,000	1,922,000	100%
Domestic water delivery fee	10,835	10,835	206,300	195,465	95%
Improvement District Fees	706	706	62,000	61,294	99%
Other water related revenues	20,465	20,465	80,100	59,635	74%
Total operating revenues	1,953,435	1,953,435	10,595,600	8,642,165	82%
Operating expenses:					
Operation and maintenance	161,287	161,287	5,998,300	5,837,013	97%
Water operations	46,787	46,787	3,021,600	2,974,813	98%
General and administrative	620,443	620,443	4,706,700	4,086,257	87%
Depreciation / amortization	-	-	2,446,500	2,446,500	100%
Total operating expenses	828,517	828,517	16,173,100	15,344,583	95%
Operating Income (loss)	1,124,918	1,124,918	(5,577,500)	(6,702,418)	120%
Nonoperating revenues (expenses):					
County property tax appropriations	656,840	656,840	2,275,000	1,618,160	71%
Interest earned	36,068	36,068	697,600	661,532	95%
Debt service interest	-	-	(1,093,000)	(1,093,000)	100%
Tri-Dam Project distributions	6,067,000	6,067,000	10,000,000	3,933,000	39%
Tri-Dam Power Authority distributions	692,000	692,000	3,350,000	2,658,000	79%
Total non-operating revenues (expenses)	7,451,908	7,451,908	15,229,600	7,777,692	51%
Change in net position	\$ 8,576,826	\$ 8,576,826	\$ 9,652,100	\$ 1,075,274	11%
Capital expenditures & debt obligations	\$218,824	\$218,824	\$15,476,800	\$15,257,976	99%

OAKDALE IRRIGATION DISTRICT
REVENUES - DETAIL
For the Month Ended January 31, 2017



	Current Month	YTD Actual	2017 Budget	Budget Remaining	% of 2017 Budget Remaining
OPERATING REVENUES					
Agricultural water service fees					
Tier 1	\$ 1,698,681	\$ 1,698,681	\$ 1,706,700	\$ 8,019	0%
Tier 2	222,748	222,748	221,400	(1,348)	-1%
Water Sales					
Tier 1	-	-	696,600	696,600	100%
Tier 2	-	-	650,500	650,500	100%
Local out-of-district	-	-	50,000	50,000	100%
Out-of-district	-	-	5,000,000	5,000,000	100%
Annexation fees	-	-	1,922,000	1,922,000	100%
Domestic water sales	10,835	10,835	206,300	195,465	95%
Improvement District fees	706	706	62,000	61,294	99%
Miscellaneous revenues					
Penalties	18,845	18,845	21,300	2,455	12%
Transfer fees	416	416	3,700	3,284	89%
Clavey house rental	500	500	6,000	5,500	92%
Miscellaneous revenue	704	704	49,100	48,396	99%
Total Operating Revenue	<u>1,953,435</u>	<u>1,953,435</u>	<u>10,595,600</u>	<u>8,642,165</u>	<u>82%</u>
NONOPERATING REVENUES					
County property tax appropriations	656,840	656,840	2,275,000	1,618,160	71%
Investment earnings					
Investment earnings	36,044	36,044	240,000	203,956	85%
General interest (notes)	24	24	457,600	457,576	100%
Tri-Dam Project distributions	6,067,000	6,067,000	10,000,000	3,933,000	39%
Tri-Dam Power Authority distributions	692,000	692,000	3,350,000	2,658,000	79%
Total Nonoperating Revenues	<u>7,451,908</u>	<u>7,451,908</u>	<u>16,322,600</u>	<u>8,870,692</u>	<u>54%</u>
TOTAL REVENUES	<u>\$ 9,405,343</u>	<u>\$ 9,405,343</u>	<u>\$ 26,918,200</u>	<u>\$ 17,512,857</u>	<u>65%</u>

OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES SUMMARY
For the Month Ended January 31, 2017



	Current Month	YTD Actual	2017 Budget	Budget Remaining	% of 2017 Budget Remaining
OPERATING EXPENSES					
MAINTENANCE					
SSJID Main Supply Diversion Works	\$0	\$0	\$ 38,000	\$ 38,000	100%
North Main Canal Maintenance	6,478	6,478	406,600	400,122	98%
South Main Canal Maintenance	18,730	18,730	371,800	353,070	95%
Irrigation Water Lateral Maintenance-North Side	45,927	45,927	2,028,500	1,982,573	98%
Irrigation Water Lateral Maintenance - South Side	28,558	28,558	1,472,400	1,443,842	98%
Pumping Plant Operations and Maintenance	1,272	1,272	670,800	669,528	100%
Drainage System Maintenance	5,954	5,954	266,900	260,946	98%
Building and Grounds Maintenance	24,735	24,735	230,800	206,065	0%
Vehicle and Equipment Maintenance	29,633	29,633	512,500	482,867	94%
TOTAL MAINTENANCE	161,287	161,287	5,998,300	5,837,013	97%
WATER OPERATIONS					
Domestic Water System Maintenance	7,656	7,656	238,600	230,944	97%
Irrigation Water Operations - North Division	14,175	14,175	1,363,300	1,349,125	99%
Irrigation Water Operations - South Division	13,260	13,260	1,343,300	1,330,040	99%
Drainage Water Operations	10,581	10,581	18,600	8,019	0%
Water Measurement Management	1,115	1,115	57,800	56,685	98%
TOTAL WATER OPERATIONS	46,787	46,787	3,021,600	2,974,813	98%
GENERAL, ADMINISTRATION, AND DEPRECIATION					
General and Administration	620,443	620,443	4,706,700	4,086,257	87%
Depreciation and Amortization	0	0	2,446,500	2,446,500	100%
TOTAL GENERAL, ADMINISTRATION, AND DEPR.	620,443	620,443	7,153,200	6,532,757	91%
TOTAL OPERATING EXPENSES	828,517	828,517	16,173,100	15,344,583	95%
NONOPERATING EXPENSES					
Interest expense	-	-	1,093,000	1,093,000	100%
TOTAL NONOPERATING EXPENSES	-	-	1,093,000	1,093,000	100%
TOTAL OPERATING AND NONOPERATING EXPENSES	\$ 828,517	\$ 828,517	\$ 17,266,100	\$ 16,437,583	95%

OAKDALE IRRIGATION DISTRICT
CAPITAL AND DEBT EXPENDITURES
For the Month Ended January 31, 2017



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2017 YTD ACTUAL	2017 BUDGET
Various	Capital Work	Capital construction projects as per WRP (baseline CIP)	\$102,151	\$2,000,000
		Capital construction projects as per WRP (modernization)	114,947	3,000,000
		Two-Mile Bar Tunnel	1,726	8,480,000
00-000-15150-00	Ag Pumping Plants	Major repairs		50,000
00-000-15183-00	Miscellaneous	Electric Vibrator, 10 ft. shaft		1,500
	Construction Equipment	Trash pump - 3"		2,000
		Generator - 5.6 KW		2,700
		Air compressor - 175 PSI with electric start		3,000
		Trash pump - 2" (2)		3,400
		Tool storage chest set		3,500
		Vibratory Rammer		3,900
		Pipeline inspection camera		4,500
		Air conditioning refrigerant recover, recycle, evacuate & rchg unit		6,500
		Venturo electric / hydraulic truck crane (ET-21KX - 3500 lb. rating)		15,000
		Compact excavator w/attachments (2)		170,000
		Loader		360,000
00-000-15184-00	Autos/Pickups/Trucks/ Trailers	1/2-ton pickup for DSOs (2)		60,000
		1/2-ton 4 wheel drive pickup for DSO		32,000
		3/4-ton 4x4 gas pickup with tow package (gasoline) (2)		76,000
		Crew truck with auto crane and custom bed		95,000
00-000-15187-00	Office and Engineering Equipment	Workstation computers		10,000
		Postage machine		12,800
		Network redundancy and reliability upgrade (virtualization)		200,000
TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES			218,824	14,591,800
00-000-22320-00	Current portion - COP Debt	Principal payment of Series 2016 COP		885,000
TOTAL CAPITAL AND DEBT EXPENDITURES			\$218,824	\$15,476,800

OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES - DETAIL
For the Month Ended January 31, 2017



ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SSJID MAIN SUPPLY DIVERSION WORKS					
	295 - 52000 - 60	Other	\$0	\$38,000	\$38,000
NORTH MAIN CANAL MAINTENANCE					
Administration	100 - 52400 - 10	Labor	81	16,400	16,319
	100 - 52400 - 20	Overhead	50	10,200	10,150
		Total	131	26,600	26,469
Bridge/Crossing Maintenance	125 - 52400 - 10	Labor	0	1,500	1,500
	125 - 52400 - 20	Overhead	0	1,000	1,000
	125 - 52400 - 30	Materials	0	300	300
	125 - 52400 - 40	Transportation	0	500	500
	125 - 52400 - 60	Other	0	200	200
		Total	0	3,500	3,500
Concrete Canal Maintenance	140 - 52400 - 10	Labor	0	1,100	1,100
	140 - 52400 - 20	Overhead	0	700	700
	140 - 52400 - 30	Materials	8	200	192
	140 - 52400 - 40	Transportation	0	400	400
	140 - 52400 - 60	Other	0	300	300
		Total	8	2,700	2,692
Dams and Reservoir Maintenance	150 - 52400 - 10	Labor	0	400	400
	150 - 52400 - 20	Overhead	0	300	300
	150 - 52400 - 30	Materials	8	200	192
	150 - 52400 - 60	Other	2,791	5,800	3,009
		Total	2,799	6,700	3,901
Earth Canal Maintenance	165 - 52400 - 10	Labor	0	28,800	28,800
	165 - 52400 - 20	Overhead	0	17,900	17,900
	165 - 52400 - 30	Materials	8	6,000	5,992
	165 - 52400 - 40	Transportation	0	10,000	10,000
	165 - 52400 - 60	Other	0	124,000	124,000
		Total	8	186,700	186,692
Pest Control	235 - 52400 - 10	Labor	0	5,800	5,800
	235 - 52400 - 20	Overhead	0	3,600	3,600
	235 - 52400 - 30	Materials	50	23,000	22,950
	235 - 52400 - 40	Transportation	0	3,000	3,000
		Total	50	35,400	35,350

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
NORTH MAIN CANAL MAINTENANCE - <i>continued</i>					
Road Maintenance	260 - 52400 - 10	Labor	0	30,600	30,600
	260 - 52400 - 20	Overhead	0	19,000	19,000
	260 - 52400 - 30	Materials	8	2,300	2,292
	260 - 52400 - 40	Transportation	0	14,700	14,700
	260 - 52400 - 60	Other	0	8,000	8,000
		Total	8	74,600	74,592
SCADA Maintenance	270 - 52400 - 10	Labor	1,512	18,400	16,888
	270 - 52400 - 20	Overhead	937	11,500	10,563
	270 - 52400 - 30	Materials	511	2,600	2,089
	270 - 52400 - 40	Transportation	0	1,900	1,900
	270 - 52400 - 50	Utilities	5	500	495
	270 - 52400 - 60	Other	271	1,100	829
		Total	3,236	36,000	32,764
Structures and Turnout Maintenance	305 - 52400 - 10	Labor	0	14,400	14,400
	305 - 52400 - 20	Overhead	0	9,000	9,000
	305 - 52400 - 30	Materials	238	6,800	6,562
	305 - 52400 - 40	Transportation	0	1,200	1,200
	305 - 52400 - 60	Other	0	3,000	3,000
		Total	238	34,400	34,162
TOTAL NORTH MAIN CANAL MAINTENANCE			6,478	406,600	400,122

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SOUTH MAIN CANAL MAINTENANCE					
Administration	100 - 52600 - 10	Labor	2,574	9,900	7,326
	100 - 52600 - 20	Overhead	1,596	6,200	4,604
		Total	4,170	16,100	11,930
Bridge/Crossing Maintenance	125 - 52600 - 10	Labor	0	1,800	1,800
	125 - 52600 - 20	Overhead	0	1,200	1,200
	125 - 52600 - 30	Materials	0	800	800
	125 - 52600 - 40	Transportation	0	200	200
	125 - 52600 - 60	Other	0	500	500
		Total	0	4,500	4,500
Concrete Canal Maintenance	140 - 52600 - 10	Labor	1,783	7,200	5,417
	140 - 52600 - 20	Overhead	1,105	4,500	3,395
	140 - 52600 - 30	Materials	8	1,400	1,392
	140 - 52600 - 40	Transportation	0	2,600	2,600
	140 - 52600 - 60	Other	240	1,500	1,260
		Total	3,136	17,200	14,064
Dams and Reservoir Maintenance	150 - 52600 - 10	Labor	0	5,400	5,400
	150 - 52600 - 20	Overhead	0	3,400	3,400
	150 - 52600 - 30	Materials	8	2,600	2,592
	150 - 52600 - 40	Transportation	0	400	400
		Total	8	11,800	11,792
Earth Canal Maintenance	165 - 52600 - 10	Labor	989	7,100	6,111
	165 - 52600 - 20	Overhead	613	4,500	3,887
	165 - 52600 - 30	Materials	8	2,500	2,492
	165 - 52600 - 40	Transportation	283	1,400	1,117
	165 - 52600 - 60	Other	185	21,100	20,915
		Total	2,078	36,600	34,522
Pest Control	235 - 52600 - 10	Labor	0	24,500	24,500
	235 - 52600 - 20	Overhead	0	15,200	15,200
	235 - 52600 - 30	Materials	5,076	103,000	97,924
	235 - 52600 - 40	Transportation	0	7,000	7,000
		Total	5,076	149,700	144,624
Road Maintenance	260 - 52600 - 10	Labor	143	18,000	17,857
	260 - 52600 - 20	Overhead	88	11,200	11,112
	260 - 52600 - 30	Materials	8	3,500	3,492
	260 - 52600 - 40	Transportation	0	6,500	6,500
	260 - 52600 - 60	Other	19	8,000	7,981
		Total	258	47,200	46,942

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SOUTH MAIN CANAL MAINTENANCE - <i>continued</i>					
SCADA Maintenance	270 - 52600 - 10	Labor	1,991	37,200	35,209
	270 - 52600 - 20	Overhead	1,234	23,100	21,866
	270 - 52600 - 30	Materials	270	5,300	5,030
	270 - 52600 - 40	Transportation	0	3,800	3,800
	270 - 52600 - 60	Other	271	2,100	1,829
		Total	3,766	71,500	67,734
Structures and Turnout Maintenance	305 - 52600 - 10	Labor	0	6,900	6,900
	305 - 52600 - 20	Overhead	0	4,300	4,300
	305 - 52600 - 30	Materials	238	2,800	2,562
	305 - 52600 - 40	Transportation	0	1,000	1,000
	305 - 52600 - 60	Other	0	2,200	2,200
		Total	238	17,200	16,962
TOTAL SOUTH MAIN CANAL MAINTENANCE			18,730	371,800	353,070

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE					
Administration	100 - 52700 - 10	Labor	4,649	117,100	112,451
	100 - 52700 - 20	Overhead	2,883	72,700	69,817
	100 - 52700 - 30	Materials	697	6,000	5,303
	100 - 52700 - 50	Utilities	159	1,600	1,441
		Total	8,388	197,400	189,012
Bridge/Crossing Maintenance	125 - 52700 - 10	Labor	0	2,700	2,700
	125 - 52700 - 20	Overhead	0	1,700	1,700
	125 - 52700 - 30	Materials	0	1,000	1,000
	125 - 52700 - 40	Transportation	0	500	500
	125 - 52700 - 60	Other	0	500	500
		Total	0	6,400	6,400
Concrete Canal Maintenance	140 - 52700 - 10	Labor	0	11,900	11,900
	140 - 52700 - 20	Overhead	0	7,400	7,400
	140 - 52700 - 30	Materials	24	4,200	4,176
	140 - 52700 - 40	Transportation	0	2,400	2,400
	140 - 52700 - 60	Other	0	3,400	3,400
		Total	24	29,300	29,276
Earth Canal Maintenance	165 - 52700 - 10	Labor	3,655	127,600	123,945
	165 - 52700 - 20	Overhead	2,267	79,200	76,933
	165 - 52700 - 30	Materials	8	32,000	31,992
	165 - 52700 - 40	Transportation	0	39,000	39,000
	165 - 52700 - 60	Other	9,164	164,000	154,836
		Total	15,094	441,800	426,706
Pest Control	235 - 52700 - 10	Labor	497	35,500	35,003
	235 - 52700 - 20	Overhead	308	22,100	21,792
	235 - 52700 - 30	Materials	10,653	129,800	119,147
	235 - 52700 - 40	Transportation	0	30,000	30,000
	235 - 52700 - 60	Other	0	200	200
		Total	11,458	217,600	206,142
Pipeline Maintenance	240 - 52700 - 10	Labor	0	115,600	115,600
	240 - 52700 - 20	Overhead	0	71,700	71,700
	240 - 52700 - 30	Materials	561	32,600	32,039
	240 - 52700 - 40	Transportation	0	31,700	31,700
	240 - 52700 - 60	Other	93	35,700	35,607
		Total	654	287,300	286,646
Road Maintenance	260 - 52700 - 10	Labor	539	179,700	179,161
	260 - 52700 - 20	Overhead	334	111,500	111,166
	260 - 52700 - 30	Materials	68	25,000	24,932
	260 - 52700 - 40	Transportation	0	75,000	75,000
	260 - 52700 - 60	Other	72	75,000	74,928
		Total	1,013	466,200	465,187

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE - <i>continued</i>					
SCADA Maintenance	270 - 52700 - 10	Labor	1,668	59,200	57,532
	270 - 52700 - 20	Overhead	1,034	36,800	35,766
	270 - 52700 - 30	Materials	300	8,400	8,100
	270 - 52700 - 40	Transportation	0	6,100	6,100
	270 - 52700 - 50	Utilities	35	1,000	965
	270 - 52700 - 60	Other	271	3,400	3,129
		Total	3,308	114,900	111,592
Structures and Turnout Maintenance	305 - 52700 - 10	Labor	2,903	109,600	106,697
	305 - 52700 - 20	Overhead	1,799	68,000	66,201
	305 - 52700 - 30	Materials	739	38,000	37,261
	305 - 52700 - 40	Transportation	0	23,000	23,000
	305 - 52700 - 60	Other	547	29,000	28,453
		Total	5,988	267,600	261,612
TOTAL IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE			45,927	2,028,500	1,982,573

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE					
Administration	100 - 52800 - 10	Labor	2,053	83,100	81,047
	100 - 52800 - 20	Overhead	1,272	51,600	50,328
	100 - 52800 - 30	Materials	677	6,100	5,423
	100 - 52800 - 50	Utilities	159	1,600	1,441
		Total	4,161	142,400	138,239
Bridge/Crossing Maintenance	125 - 52800 - 10	Labor	0	800	800
	125 - 52800 - 20	Overhead	0	500	500
	125 - 52800 - 30	Materials	0	200	200
	125 - 52800 - 40	Transportation	0	200	200
	125 - 52800 - 60	Other	0	1,600	1,600
		Total	0	3,300	3,300
Concrete Canal Maintenance	140 - 52800 - 10	Labor	0	5,400	5,400
	140 - 52800 - 20	Overhead	0	3,400	3,400
	140 - 52800 - 30	Materials	99	2,500	2,401
	140 - 52800 - 40	Transportation	0	500	500
	140 - 52800 - 60	Other	0	500	500
		Total	99	12,300	12,201
Earth Canal Maintenance	165 - 52800 - 10	Labor	0	93,500	93,500
	165 - 52800 - 20	Overhead	0	58,000	58,000
	165 - 52800 - 30	Materials	8	25,000	24,992
	165 - 52800 - 40	Transportation	0	27,000	27,000
	165 - 52800 - 60	Other	889	73,000	72,111
		Total	897	276,500	275,603
Pest Control	235 - 52800 - 10	Labor	637	28,900	28,263
	235 - 52800 - 20	Overhead	395	18,000	17,605
	235 - 52800 - 30	Materials	6,484	102,000	95,516
	235 - 52800 - 40	Transportation	0	28,000	28,000
		Total	7,516	176,900	169,384
Pipeline Maintenance	240 - 52800 - 10	Labor	0	111,400	111,400
	240 - 52800 - 20	Overhead	0	69,100	69,100
	240 - 52800 - 30	Materials	490	27,000	26,510
	240 - 52800 - 40	Transportation	0	35,000	35,000
	240 - 52800 - 60	Other	93	38,000	37,907
		Total	583	280,500	279,917
Road Maintenance	260 - 52800 - 10	Labor	1,655	91,100	89,445
	260 - 52800 - 20	Overhead	1,026	56,500	55,474
	260 - 52800 - 30	Materials	68	19,900	19,832
	260 - 52800 - 40	Transportation	0	30,800	30,800
	260 - 52800 - 60	Other	222	49,300	49,078
		Total	2,971	247,600	244,629

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE - <i>continued</i>					
SCADA Maintenance	270 - 52800 - 10	Labor	2,332	60,800	58,468
	270 - 52800 - 20	Overhead	1,446	37,700	36,254
	270 - 52800 - 30	Materials	3,523	8,700	5,177
	270 - 52800 - 40	Transportation	0	6,200	6,200
	270 - 52800 - 50	Utilities	46	1,100	1,054
	270 - 52800 - 60	Other	271	3,500	3,229
		Total	7,618	118,000	110,382
Structures and Turnout Maintenance	305 - 52800 - 10	Labor	1,644	86,300	84,656
	305 - 52800 - 20	Overhead	1,019	53,600	52,581
	305 - 52800 - 30	Materials	1,684	30,000	28,316
	305 - 52800 - 40	Transportation	0	18,000	18,000
	305 - 52800 - 60	Other	366	27,000	26,634
		Total	4,713	214,900	210,187
TOTAL IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE			28,558	1,472,400	1,443,842

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
PUMPING PLANT OPERATIONS & MAINTENANCE					
Administration	100 - 53200 - 10	Labor	377	3,000	2,623
	100 - 53200 - 20	Overhead	234	1,900	1,666
	100 - 53200 - 30	Materials	10	1,000	990
		Total	621	5,900	5,279
Booster Pumps	120 - 53200 - 10	Labor	0	1,500	1,500
	120 - 53200 - 20	Overhead	0	1,000	1,000
	120 - 53200 - 30	Materials	8	700	692
	120 - 53200 - 40	Transportation	0	700	700
	120 - 53200 - 50	Utilities	4	8,200	8,196
	120 - 53200 - 60	Other	0	1,400	1,400
		Total	12	13,500	13,488
Deep & Shallow Wells	155 - 53200 - 10	Labor	45	25,800	25,755
	155 - 53200 - 20	Overhead	28	16,000	15,972
	155 - 53200 - 30	Materials	24	12,000	11,976
	155 - 53200 - 40	Transportation	0	13,000	13,000
	155 - 53200 - 50	Utilities	82	355,000	354,918
	155 - 53200 - 60	Other	0	5,000	5,000
		Total	179	426,800	426,621
Knights Ferry Pumping Plant	200 - 53200 - 10	Labor	0	2,200	2,200
	200 - 53200 - 20	Overhead	0	1,400	1,400
	200 - 53200 - 30	Materials	0	500	500
	200 - 53200 - 40	Transportation	0	1,600	1,600
	200 - 53200 - 50	Utilities	22	1,200	1,178
	200 - 53200 - 60	Other	17	700	683
		Total	39	7,600	7,561
Reclamation & Drainage Pumps	245 - 53200 - 10	Labor	151	30,900	30,749
	245 - 53200 - 20	Overhead	93	19,200	19,107
	245 - 53200 - 30	Materials	24	15,000	14,976
	245 - 53200 - 40	Transportation	0	15,000	15,000
	245 - 53200 - 50	Utilities	115	90,000	89,885
	245 - 53200 - 60	Other	0	10,000	10,000
		Total	383	180,100	179,717
River Pumps	255 - 53200 - 10	Labor	0	4,200	4,200
	255 - 53200 - 20	Overhead	0	2,700	2,700
	255 - 53200 - 30	Materials	8	2,100	2,092
	255 - 53200 - 40	Transportation	0	1,900	1,900
	255 - 53200 - 50	Utilities	30	25,400	25,370
	255 - 53200 - 60	Other	0	600	600
		Total	38	36,900	36,862
TOTAL PUMPING PLANT OPERATIONS AND MAINTENANCE			1,272	670,800	669,528

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DRAINAGE SYSTEM MAINTENANCE					
Administration	100 - 53400 - 10	Labor	1,014	17,000	15,986
	100 - 53400 - 20	Overhead	629	10,600	9,971
		Total	1,643	27,600	25,957
Bridge/Crossing Maintenance	125 - 53400 - 10	Labor	0	1,500	1,500
	125 - 53400 - 20	Overhead	0	1,000	1,000
	125 - 53400 - 30	Materials	0	800	800
	125 - 53400 - 60	Other	0	200	200
		Total	0	3,500	3,500
Earth Drain Maintenance	170 - 53400 - 10	Labor	864	50,300	49,436
	170 - 53400 - 20	Overhead	536	31,200	30,664
	170 - 53400 - 30	Materials	0	8,000	8,000
	170 - 53400 - 40	Transportation	0	20,000	20,000
	170 - 53400 - 60	Other	116	22,000	21,884
		Total	1,516	131,500	129,984
Pest Control	235 - 53400 - 10	Labor	31	6,300	6,269
	235 - 53400 - 20	Overhead	19	4,000	3,981
	235 - 53400 - 30	Materials	357	15,000	14,643
	235 - 53400 - 40	Transportation	0	13,000	13,000
		Total	407	38,300	37,893
Pipeline Maintenance	240 - 53400 - 10	Labor	564	9,000	8,436
	240 - 53400 - 20	Overhead	350	5,600	5,250
	240 - 53400 - 30	Materials	279	4,000	3,721
	240 - 53400 - 40	Transportation	0	1,000	1,000
	240 - 53400 - 60	Other	75	1,500	1,425
		Total	1,268	21,100	19,832
Retention Ponds	250 - 53400 - 10	Labor	0	1,100	1,100
	250 - 53400 - 20	Overhead	0	700	700
	250 - 53400 - 30	Materials	0	200	200
	250 - 53400 - 40	Transportation	0	400	400
	250 - 53400 - 60	Other	0	400	400
		Total	0	2,800	2,800

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DRAINAGE SYSTEM MAINTENANCE - <i>continued</i>					
Road Maintenance	260 - 53400 - 10	Labor	48	11,700	11,652
	260 - 53400 - 20	Overhead	29	7,300	7,271
	260 - 53400 - 30	Materials	42	3,300	3,258
	260 - 53400 - 40	Transportation	0	3,200	3,200
	260 - 53400 - 60	Other	6	3,500	3,494
		Total	125	29,000	28,875
Structures and Turnout Maintenance	305 - 53400 - 10	Labor	483	5,600	5,117
	305 - 53400 - 20	Overhead	299	3,500	3,201
	305 - 53400 - 30	Materials	147	2,100	1,953
	305 - 53400 - 40	Transportation	0	1,000	1,000
	305 - 53400 - 60	Other	66	900	834
		Total	995	13,100	12,105
TOTAL DRAINAGE SYSTEM MAINTENANCE			5,954	266,900	260,946

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
BUILDING & GROUNDS MAINTENANCE					
Administration	100 - 53600 - 10	Labor	871	15,000	14,129
	100 - 53600 - 20	Overhead	539	9,300	8,761
	100 - 53600 - 30	Materials	125	2,300	2,175
	100 - 53600 - 60	Other	0	400	400
		Total	1,535	27,000	25,465
Clavey Dwelling	135 - 53600 - 60	Other	0	1,000	1,000
		Total	0	1,000	1,000
Main Office	205 - 53600 - 10	Labor	25	7,000	6,975
	205 - 53600 - 20	Overhead	16	4,400	4,384
	205 - 53600 - 30	Materials	999	19,000	18,001
	205 - 53600 - 50	Utilities	428	22,000	21,572
	205 - 53600 - 60	Other	2,082	9,000	6,918
		Total	3,550	61,400	57,850
Shop Buildings	275 - 53600 - 10	Labor	0	7,000	7,000
	275 - 53600 - 20	Overhead	0	4,400	4,400
	275 - 53600 - 30	Materials	209	7,400	7,191
	275 - 53600 - 50	Utilities	439	22,000	21,561
	275 - 53600 - 60	Other	0	2,600	2,600
		Total	648	43,400	42,752
Yard	345 - 53600 - 10	Labor	6,774	43,200	36,426
	345 - 53600 - 20	Overhead	4,200	26,800	22,600
	345 - 53600 - 30	Materials	4,289	7,400	3,111
	345 - 53600 - 40	Transportation	0	5,800	5,800
	345 - 53600 - 60	Other	3,739	14,800	11,061
		Total	19,002	98,000	78,998
TOTAL BUILDING & GROUNDS MAINTENANCE			24,735	230,800	206,065

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
VEHICLE & EQUIPMENT MAINTENANCE					
Administration	100 - 53800 - 10	Labor	5,223	76,500	71,277
	100 - 53800 - 20	Overhead	3,238	47,500	44,262
	100 - 53800 - 30	Materials	0	900	900
	100 - 53800 - 40	Transportation	15	1,300	1,285
	100 - 53800 - 50	Utilities	13	300	287
	100 - 53800 - 60	Other	540	800	260
		Total	9,029	127,300	118,271
Shop	280 - 53800 - 10	Labor	4,561	139,000	134,439
	280 - 53800 - 20	Overhead	2,828	86,200	83,372
	280 - 53800 - 30	Materials	12,458	118,000	105,542
	280 - 53800 - 40	Transportation	225	25,500	25,275
	280 - 53800 - 60	Other	532	16,500	15,968
		Total	20,604	385,200	364,596
TOTAL VEHICLE & EQUIPMENT MAINTENANCE			29,633	512,500	482,867

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DOMESTIC WATER SYSTEM MAINTENANCE					
Administration	100 - 54000	- 10 Labor	805	9,000	8,195
	100 - 54000	- 20 Overhead	572	5,600	5,028
	100 - 54000	- 30 Materials	10	2,000	1,990
	100 - 54000	- 50 Utilities	19	1,000	981
	100 - 54000	- 60 Other	0	2,000	2,000
		Total	1,406	19,600	18,194
Domestic Water System	265 - 54000	- 10 Labor	2,764	73,400	70,636
	265 - 54000	- 20 Overhead	1,962	45,600	43,638
	265 - 54000	- 30 Materials	284	12,900	12,616
	265 - 54000	- 40 Transportation	191	9,100	8,909
	265 - 54000	- 50 Utilities	199	60,000	59,801
	265 - 54000	- 60 Other	850	18,000	17,150
		Total	6,250	219,000	212,750
TOTAL DOMESTIC WATER SYSTEM MAINTENANCE			7,656	238,600	230,944

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL OPERATIONS - NORTH DIVISION					
Administration	100 - 54200 - 10	Labor	7,433	140,800	133,367
	100 - 54200 - 20	Overhead	4,609	87,300	82,691
	100 - 54200 - 30	Materials	22	2,900	2,878
	100 - 54200 - 50	Utilities	96	3,800	3,704
	100 - 54200 - 60	Other	1,376	18,300	16,924
		Total	13,536	253,100	239,564
Water Distribution	335 - 54200 - 10	Labor	0	524,500	524,500
	335 - 54200 - 20	Overhead	0	325,200	325,200
	335 - 54200 - 30	Materials	0	7,000	7,000
	335 - 54200 - 40	Transportation	0	245,000	245,000
	335 - 54200 - 50	Utilities	639	8,000	7,361
	335 - 54200 - 60	Other	0	500	500
		Total	639	1,110,200	1,109,561
TOTAL IRRIGATION WATER LATERAL OPERATIONS - NORTH DIVISION			14,175	1,363,300	1,349,125
IRRIGATION WATER LATERAL OPERATIONS - SOUTH DIVISION					
Administration	100 - 54400 - 10	Labor	6,974	140,800	133,826
	100 - 54400 - 20	Overhead	4,324	87,300	82,976
	100 - 54400 - 30	Materials	22	2,500	2,478
	100 - 54400 - 50	Utilities	96	3,000	2,904
	100 - 54400 - 60	Other	1,376	15,000	13,624
		Total	12,792	248,600	235,808
Water Distribution	335 - 54400 - 10	Labor	0	524,500	524,500
	335 - 54400 - 20	Overhead	0	325,200	325,200
	335 - 54400 - 30	Materials	0	7,000	7,000
	335 - 54400 - 40	Transportation	0	231,000	231,000
	335 - 54400 - 50	Utilities	468	6,500	6,032
	335 - 54400 - 60	Other	0	500	500
		Total	468	1,094,700	1,094,232
TOTAL IRRIGATION WATER LATERAL OPERATIONS - SOUTH DIVISION			13,260	1,343,300	1,330,040
DRAINAGE WATER OPERATIONS					
Storm Water Management	175 - 54600 - 10	Labor	5,900	7,100	1,200
	175 - 54600 - 20	Overhead	3,658	4,500	842
	175 - 54600 - 40	Transportation	288	2,500	2,212
	175 - 54600 - 50	Utilities	735	4,500	3,765
		Total	10,581	18,600	8,019
TOTAL DRAINAGE WATER OPERATIONS			10,581	18,600	8,019

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
WATER MEASUREMENT MANAGEMENT					
Ag. Waiver / Discharge Compliance	110 - 54800 - 10	Labor	0	1,000	1,000
(old acct no. 52900)	110 - 54800 - 20	Overhead	0	700	700
	110 - 54800 - 30	Materials	0	2,500	2,500
	110 - 54800 - 40	Transportation	0	500	500
	110 - 54800 - 60	Other	0	7,000	7,000
		Total	0	11,700	11,700
Water Measurement Program	342 - 54800 - 10	Labor	688	13,000	12,312
	342 - 54800 - 20	Overhead	427	8,100	7,673
	342 - 54800 - 30	Materials	0	8,500	8,500
	342 - 54800 - 40	Transportation	0	8,500	8,500
	342 - 54800 - 60	Other	0	8,000	8,000
		Total	1,115	46,100	44,985
TOTAL WATER MEASUREMENT MANAGEMENT			1,115	57,800	56,685

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
GENERAL & ADMINISTRATION					
Management / Supervision	600 - 56200 - 10	Labor	23,336	360,000	336,664
Management / Supervision	600 - 56200 - 20	Overhead	14,469	223,200	208,731
Clerical	605 - 56200 - 10	Labor	12,835	307,100	294,265
Clerical	605 - 56200 - 20	Overhead	7,958	190,500	182,542
Engineering / Technical	608 - 56200 - 10	Labor	9,336	297,100	287,764
Engineering / Technical	608 - 56200 - 20	Overhead	5,789	184,300	178,511
Meetings / Training	615 - 56200 - 10	Labor	7,045	26,000	18,955
Meetings / Training	615 - 56200 - 20	Overhead	4,368	16,200	11,832
Professional Training	618 - 56200 - 10	Labor	0	14,000	14,000
Professional Training	618 - 56200 - 20	Overhead	0	8,700	8,700
Vacation Compensation	620 - 56200 - 10	Labor	25,715	274,000	248,285
Vacation Compensation	620 - 56200 - 20	Overhead	20,521	169,900	149,379
Sick Leave Compensation	625 - 56200 - 10	Labor	12,762	177,000	164,238
Sick Leave Compensation	625 - 56200 - 20	Overhead	7,913	109,800	101,887
Holiday Compensation	630 - 56200 - 10	Labor	15,532	162,000	146,468
Holiday Compensation	630 - 56200 - 20	Overhead	9,630	100,500	90,870
Other Non-Productive Comp.	635 - 56200 - 10	Labor	4,287	147,000	142,713
Other Non-Productive Comp.	635 - 56200 - 20	Overhead	2,751	91,200	88,449
Director's Compensation	640 - 56200 - 10	Labor	0	60,000	60,000
Director's Compensation	640 - 56200 - 20	Overhead	3,100	37,200	34,100
Health Insurance	650 - 56200 - 20	Overhead	75,401	838,400	762,999
Dental Insurance	655 - 56200 - 20	Overhead	6,569	84,400	77,831
Vision Insurance	660 - 56200 - 20	Overhead	1,388	19,700	18,312
Life Insurance	665 - 56200 - 20	Overhead	765	13,300	12,535
Cafeteria & EAP Plans	667 - 56200 - 20	Overhead	0	3,600	3,600
Health & Fitness Program	668 - 56200 - 20	Overhead	163	14,000	13,837
Retirement Plan Contribution	670 - 56200 - 20	Overhead	72,069	613,600	541,531
Deferred Comp Contribution	671 - 56200 - 20	Overhead	2,886	76,600	73,714
Workers' Compensation Insurance	675 - 56200 - 20	Overhead	18,981	363,600	344,619
State Unemployment Expense	680 - 56200 - 20	Overhead	0	10,000	10,000
Social Security & Medicare	685 - 56200 - 20	Overhead	15,514	417,200	401,686
Office & Computer Supplies, Equip. & Furn	700 - 56200 - 30	Materials	5,745	69,300	63,555
Safety Materials and Supplies	705 - 56200 - 30	Materials	980	10,000	9,020
Classified Ads / Employment Ads	720 - 56200 - 30	Materials	2,039	8,100	6,061
Miscellaneous	725 - 56200 - 30	Materials	1,598	31,100	29,502
Telephone & Cellular Expense	740 - 56200 - 50	Utilities	351	10,800	10,449
Education/Training/Travel Expense	750 - 56200 - 60	Other	9,828	68,800	58,972
Membership Dues & Fees	755 - 56200 - 60	Other	33,973	36,000	2,027
Election Expense	760 - 56200 - 60	Other	0	15,000	15,000
Physical Expense/Background Checks	765 - 56200 - 60	Other	521	11,000	10,479
Safety Incentive & Productivity Program	770 - 56200 - 60	Other	0	29,000	29,000
Service Warranty Contracts	775 - 56200 - 60	Other	43,522	64,500	20,978
Subscriptions / Publications / Licenses	780 - 56200 - 60	Other	4,549	17,100	12,551
Insurance Expense	800 - 56200 - 60	Other	17,754	160,000	142,246
Investment Expenses	805 - 56200 - 60	Other	0	50,000	50,000
Judgment & Damages	850 - 56200 - 60	Other	0	1,500,000	1,500,000
Expense Credits (Overhead)	860 - 56200 - 20	Overhead	(127,088)	(2,454,400)	(2,327,312)
Expense Credits (Overhead)	860 - 56200 - 40	Equipment	2,760	(1,000,000)	(1,002,760)
Expense Credits (Overhead)	860 - 56200 - 60	Other	(19,922)	(250,000)	(230,078)
Prior Year Expense	865 - 56200 - 60	Other	0	0	0

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
GENERAL & ADMINISTRATION - <i>continued</i>					
SJTA & Stan. GW Mgmt Contribution	870 - 56200 - 60	Other	200,000	200,000	0
Regulatory Compliance Fees	872 - 56200 - 60	Other	29,483	64,500	35,017
County Administration Fees	875 - 56200 - 60	Other	1,467	41,400	39,933
Legal - General	900 - 56200 - 60	Other	2,517	150,000	147,483
Legal - Litigation	901 - 56200 - 60	Other	8,787	150,000	141,213
Finance Consultants	905 - 56200 - 60	Other	0	24,400	24,400
Engineering / Consultants	910 - 56200 - 60	Other	12,780	150,000	137,220
Other Consultants	915 - 56200 - 60	Other	887	40,000	39,113
Community Outreach	920 - 56200 - 60	Other	6,829	100,000	93,171
Warehouse Over/Short	997 - 56200 - 60	Other	0	0	0
Amortization Expense	998 - 56200 - 90	Amortization Expense	0	10,500	10,500
Depreciation Expense	999 - 56200 - 91	Depreciation Expense	0	2,436,000	2,436,000
TOTAL GENERAL & ADMINISTRATION			620,443	7,153,200	6,532,757

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 7
APN: N/A

SUBJECT: APPROVE 2017 MISCELLANEOUS RATES AND CHARGES FOR SPECIAL SERVICES EFFECTIVE FEBRUARY 21, 2017

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The State of California Water Code, Section 22283, provides that the District prescribe reasonable rules and regulations to carry out the provisions of Section 22280 et seq. The District provides many special services for individual or prospective customers. Because these services do not benefit all of the customers of the District, the possibilities of inequitable service exist. These costs are recovered through and by way of charges related to the services provided. The Miscellaneous Rates and Charges Model was developed to perform the calculations and document the level of effort and costs associated with each charge.

The Model is to be updated on an annual basis. Staff recommends that the 2017 rates be set at the same formula as stated below, and those rates shown on the attached Miscellaneous Rates and Charges Schedule.

The 2016 Miscellaneous Rates reflected the following calculations:

- In-District customers were set at 50% of the labor component plus 100% of any direct costs.
- Out-of-District customer rates were set at 100% of the cost of service.

FISCAL IMPACT: \$25,000 estimate

ATTACHMENTS:

- Miscellaneous Rates & Charges Schedule
 - 2017 Rate Model
 - 2016-43 Resolution Rates and Charges for Special Services
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
MISCELLANEOUS RATES & CHARGES SCHEDULE
EFFECTIVE FEBRUARY 21, 2017**

Rate / Charge	Rate / Charge Purpose	Proposed 2017 Rates				2016 Rates	
		In-District	Out-of-District			In-District	Out-of-District
Ag Pump Rental Usage Charge	A charge to reimburse the District for the costs associated to an individual landowner use of District pumps.	\$265.50	\$531.00	Plus cost of power and O&M		\$239.00	\$478.00
Annexation Fee	A charge to reimburse the District for its costs incurred for construction, maintenance, and purchase of existing capital facilities used by the District.	N/A	\$2,653.00	Per acre		N/A	\$2,756.00
Construction Water for OID Domestic Water System	A charge to reimburse the District for costs associated to an individual's use of a rural water meter and water costs.	\$111.00	\$222.00	\$500 retainer plus processing charge plus current rural water per c.f. use charge		\$101.00	\$202.00
Copying Charge	A charge to reimburse the District for the copying costs and staff time.	\$0.23	\$0.23	Per page		\$0.23	\$0.23
Delinquent Account County Processing Charge	A charge for the processing delinquent payments previously forwarded to the county.	\$49.50	N/A	Plus applicable county charges		\$49.00	N/A
Discharge - Agricultural Permit	A charge to cover the cost of managing the discharge into District facilities year-around.	\$1,879.50	\$3,759.00	Paid annually		\$2,910.00	\$5,820.00
Discharge - Storm Permit	A charge to cover the cost of managing the discharge into District facilities during the winter only.	\$282.50	\$565.00	Paid annually		\$866.50	\$1,733.00
District Map Copies	A charge to reimburse the District for the copying costs and staff time.	\$30.00	\$30.00			\$27.75	\$27.75
Drainage Development Charge	A charge to cover the cost of associated to drainage developments.	\$500.00	\$500.00	Retainer plus all costs (legal, pumping, etc.)		\$500.00	\$500.00
Lien Release Charge	A charge for the processing lien releases on liens previously forwarded to the county.	\$66.00	\$66.00	Plus applicable county charge		\$65.00	\$65.00
Pumping from OID Canals	Staff time to process and monitor pumping from OID canals.	\$101.50	\$203.00	Per month		\$88.50	\$177.00
Reimbursement of Expenses	A charge to cover staff time in processing payments related to individual special services.	7.50%	15.00%			7.50%	15.00%

**OAKDALE IRRIGATION DISTRICT
MISCELLANEOUS RATES & CHARGES SCHEDULE
EFFECTIVE FEBRUARY 21, 2017**

Rate / Charge	Rate / Charge Purpose	Proposed 2017 Rates		2016 Rates	
		In-District	Out-of-District	In-District	Out-of-District
Return Check Charge	A charge for the cost of processing or reprocessing any invalid check or instrument used to pay a charge to the District.	\$43.00	\$43.00	Plus bank costs \$32.50	\$32.50
Special Projects charge	To reimburse the District for all costs associated to special projects.	\$500.00	\$500.00	Retainer (based on actual cost)	\$500.00
Structure Application Review Charge	A charge for the average processing time to review Structure Applications.	\$412.50	\$825.00		\$725.00
Surface Irrigation Water Reconnection Charge	A charge to cover the cost and preparation of a statement itemizing the current year plus one year's water charges.	\$264.50	N/A	Plus a 5-year minimum / 10-year maximum of water charges, plus physical reconnection costs	N/A
Surface Irrigation Water New Connection Charge	A charge to cover the cost and preparation of a statement itemizing the current year plus one year's water charges.	\$264.50	N/A	Plus current year water charges, plus physical reconnection costs	N/A
Surface Irrigation Water Service Abandonment Charge	A charge to cover time and cost of physical disconnect.	\$264.50	N/A	Plus costs of physical disconnect costs	N/A
Tape Recording Copies	A charge to cover the cost of the tape and staff time to copy.	\$16.50	\$16.50		\$14.00
Temporary Use of District Conveyance Channels	A charge to cover time.	\$217.50	\$435.00		\$372.00
Title Transfer Charge	A charge per deed for processing title changes on all District records, excluding changes as a result of a death.	\$25.00	N/A		N/A
Water Theft Fine	A fine for the recovery of damages for the unauthorized diverting of water or tampering with OLD water conveyance.	\$500	\$500	<u>Non-Drought Year Fine</u> 1st offense *	\$500
		\$750	\$750	2nd offense *	\$750
		\$1,250	\$1,250	3rd offense *	\$1,250
				* Plus out-of-district water charges for volume of water used.	
		\$1,500	\$1,500	<u>Drought Year Fine</u> 1st offense	\$1,500
		\$2,500	\$2,500	2nd offense	\$2,500
				* Plus out-of-district water charges for volume of water used.	

**Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017**

Ag Pump Rental Usage Charge

This charge is based on the time required to process the request, water costs, power costs, and temporary use of district conveyance channels.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
0.75	Accounting Hours	\$66.01	\$49.51
0	Construction Hours	\$51.97	
4	Agricultural Water Hours (Variable)	\$53.46	\$213.85
1.5	Domestic Water Hours	\$53.13	\$79.69
1.5	Admin/Management Hours	\$125.57	\$188.36
subtotal			\$531.41

AF of Water Used (TBD based on usage)

0

Cost of Power & O&M per AF (from Deep Well Costs tab)
(TBD on actual pump used)

\$39.75

Total Power Costs

\$0.00

Total Costs

\$531.41

Annexation Fee

This fee is based on the most current OID Audited Financial Report's book (net asset) value divided by the number of irrigated acres within the District's boundaries.

OID Audited Annual Financial Report - Net Assets	December 31, 2014	\$147,220,545
Add back in accumulated depreciation		\$35,306,637
Adjusted net asset value		\$182,527,182
Total number of in-district irrigated acres (as of December 2, 2016)		68,797
Total	Per acre annexed	\$2,653

**Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017**

Construction Water from OID Domestic Water System

Costs to be recovered include the processing time, the connection costs (based on the time to connect and disconnect), and the cost of the water (based on the rural water rates).

Retainer **\$500.00**

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
0.5	Accounting Hours	\$66.01	\$33.01
0	Construction Hours (Variable)	\$51.97	
0	Agricultural Water Hours	\$53.46	
2	Domestic Water Hours	\$53.13	\$106.26
0.5	Admin/Management Hours	\$125.57	\$62.79
subtotal			\$202.05

Water Charge

min charge			
	Monthly Base Charge		\$14.40
10	per hundred cf (current rate shown)	\$0.52	\$5.20
subtotal			\$19.60

Total **\$221.65**

Copying Charges

Based on paper cost, depreciation, maintenance costs, and labor

Total **\$0.23**

**Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017**

Delinquent Account County Processing Charge

This charge is based on the time required to process the request plus the cost of the county fee.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	\$49.51
0.75	Accounting Hours	\$66.01	
0	Construction Hours	\$51.97	
0	Agricultural Water Hours	\$53.46	
0	Domestic Water Hours	\$53.13	
0	Admin/Management Hours	\$125.57	
subtotal			\$49.51
County Fee			\$40.00
Total			\$89.51

District Map Copies

Processing Costs

Hours	Classification	Hourly Rate	Total
0.25	Engineering Hours	\$83.74	\$20.93
0.1	Accounting Hours	\$66.01	\$6.60
0	Construction Hours	\$51.97	
0	Agricultural Water Hours	\$53.46	
0	Domestic Water Hours	\$53.13	
0	Admin/Management Hours	\$125.57	
subtotal			\$27.54
36"			\$2.40
Total			\$29.93
42"			\$2.42
Total			\$29.95

**Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017**

Drainage Development Charge

This charge is based on the time required to process the request and a share of all costs to drainage.

Retainer (initial deposit on processing costs)

\$500.00

Legal Costs (include "Mark-up")

Processing Costs

Hours	Classification	Hourly Rate	Total
8	Engineering Hours	\$83.74	\$669.90
2	Accounting Hours	\$66.01	\$132.02
0	Construction Hours	\$51.97	
2	Agricultural Water Hours	\$53.46	\$106.92
0	Domestic Water Hours	\$53.13	
0.5	Admin/Management Hours	\$125.57	\$62.79
subtotal			\$971.63

AF of Water Pumped (TBD based on actual use)

0

Power

\$18.61

\$0.00

Total

\$971.63

Lien Release Charge

This charge is based on the time required to process initial lien (which is not considered at the time of filing the lien) and to release the lien when paid and includes the County costs.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
1	Accounting Hours	\$66.01	\$66.01
0	Construction Hours	\$51.97	
0	Agricultural Water Hours	\$53.46	
0	Domestic Water Hours	\$53.13	
0	Admin/Management Hours	\$125.57	
subtotal			\$66.01

County Cost

Total

\$66.01

Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017

Pumping from OLD Canals

This monthly charge is based on the time required to process the request.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
0.5	Accounting Hours	\$66.01	\$33.01
0	Construction Hours	\$51.97	
2	Agricultural Water Hours	\$53.46	\$106.92
0	Domestic Water Hours	\$53.13	
0.5	Admin/Management Hours	\$125.57	\$62.79
Total			\$202.71

Reimbursement of Expenses

15% markup of costs

Return Check Charge

This charge is based on the time required to process the request.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
0.5	Accounting Hours	\$66.01	\$33.01
0	Construction Hours	\$51.97	
0	Agricultural Water Hours	\$53.46	
0	Domestic Water Hours	\$53.13	
0	Admin/Management Hours	\$125.57	
subtotal			\$33.01
Bank Cost			\$10.00
Total			\$43.01

**Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017**

Special Projects Charge

based on actual cost

Processing Costs

Retainer (initial deposit on processing costs)

\$500.00

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
0	Accounting Hours	\$66.01	
0	Construction Hours	\$51.97	
0	Agricultural Water Hours	\$53.46	
0	Domestic Water Hours	\$53.13	
0	Admin/Management Hours	\$125.57	
Total			

Structure Application Review Charge

This charge is based on the time required to process the request. **This fee excludes all costs associated with installation of structures which will be charged on a time and materials basis.**

Processing Costs

Hours	Classification	Hourly Rate	Total
4	Engineering Hours	\$83.74	\$334.95
2	Accounting Hours	\$66.01	\$132.02
0	Construction Hours	\$51.97	
2	Agricultural Water Hours	\$53.46	\$106.92
0	Domestic Water Hours	\$53.13	
2	Admin/Management Hours	\$125.57	\$251.14
Total			\$825.03

Oakdale Irrigation District

Miscellaneous Rates and Charges Model

Rate/Charge Basis and Calculations - 2017

Surface Irrigation Water *Reconnection* Charge

This charge is based on the time required to process the request, plus includes current year water charges plus one year water charges. **This fee excludes the physical costs to reconnect which will be charged on a time and materials basis.**

Processing Costs

Hours	Classification	Hourly Rate	Total
2	Engineering Hours	\$83.74	\$167.47
1	Accounting Hours	\$66.01	\$66.01
0	Construction Hours	\$51.97	
2	Agricultural Water Hours	\$53.46	\$106.92
0	Domestic Water Hours	\$53.13	
1.5	Admin/Management Hours	\$125.57	\$188.36
subtotal			\$528.76

Number of total acreage per county parcel map

10.00

A 5-year minimum / 10-year maximum of water charges in the year land receives water

\$97.50

subtotal

\$975.00

Total

\$1,503.76

Surface Irrigation Water *New Connection* Charge

This charge is based on the time required to process the request, plus includes current year water charges plus one year water charges. **This fee excludes the physical costs to connect which will be charged on a time and materials basis.**

Processing Costs

Hours	Classification	Hourly Rate	Total
2	Engineering Hours	\$83.74	\$167.47
1	Accounting Hours	\$66.01	\$66.01
0	Construction Hours	\$51.97	
2	Agricultural Water Hours	\$53.46	\$106.92
0	Domestic Water Hours	\$53.13	
1.5	Admin/Management Hours	\$125.57	\$188.36
subtotal			\$528.76

Number of total acreage per county parcel map

10.00

Current Year Base Water Charge in addition to volumetric usage

\$19.50

subtotal

\$195.00

Total

\$723.76

Oakdale Irrigation District Miscellaneous Rates and Charges Model Rate/Charge Basis and Calculations - 2017

Surface Irrigation Water Service Abandonment Charge

This charge is based on the time required to process the request. **This fee excludes the physical disconnect cost which will be charged on a time and materials basis.**

Processing Costs

Hours	Classification	Hourly Rate	Total
2	Engineering Hours	\$83.74	\$167.47
1	Accounting Hours	\$66.01	\$66.01
0	Construction Hours (Variable)	\$51.97	
2	Agricultural Water Hours	\$53.46	\$106.92
0	Domestic Water Hours	\$53.13	
1.5	Admin/Management Hours	\$125.57	\$188.36
Total			\$528.76

Tape Recording Copies

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
0.08	Accounting Hours	\$66.01	\$5.28
0	Construction Hours	\$51.97	
0	Agricultural Water Hours	\$53.46	
0	Domestic Water Hours	\$53.13	
0.08	Admin/Management Hours	\$125.57	\$10.05
subtotal			\$15.33

Cost of tape

\$1.07

15% markup

\$0.16

Total

\$16.56

Temporary Use of District Conveyance Channels

This charge is based on the time required to process the request. This would also include a share of the maintenance of the facilities.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	
0.5	Accounting Hours	\$66.01	\$33.01
0	Construction Hours	\$51.97	
4	Agricultural Water Hours	\$53.46	\$213.85
0	Domestic Water Hours	\$53.13	
1.5	Admin/Management Hours	\$125.57	\$188.36
Total			\$435.21

Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017

Title Transfer Charge

This charge is based on the time required to process the ownership of record on parcels within the District boundaries.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	\$49.51
0.75	Accounting Hours	\$66.01	
0	Construction Hours	\$51.97	
0	Agricultural Water Hours	\$53.46	
0	Domestic Water Hours	\$53.13	
0	Admin/Management Hours	\$125.57	
Total			\$49.51

Water Theft Fine

Water Theft Fines are charged by offense. The offending party is billed for all water potentially withdrawn from the OID system at the current of District water rate.

First Offense	\$500
Second Offense	\$750
Third Offense	\$1,250

Agricultural Discharge Agreement

This fee is based on the time required to manage drain water all year.

Processing Costs

Hours	Classification	Hourly Rate	Total
0	Engineering Hours	\$83.74	\$33.01
0.5	Accounting Hours	\$66.01	
0	Construction Hours	\$51.97	
65	Agricultural Water Hours	\$53.46	\$3,475.02
0	Domestic Water Hours	\$53.13	\$251.14
2	Admin/Management Hours	\$125.57	
Total			\$3,759.16

**Oakdale Irrigation District
Miscellaneous Rates and Charges Model
Rate/Charge Basis and Calculations - 2017**

Storm Discharge Agreement

This fee is based on the time required to manage drain water during the winter season

Processing Costs

Hours	Classification	Hourly Rate	Total
0.5	Engineering Hours	\$83.74	\$33.01
	Accounting Hours	\$66.01	
	Construction Hours	\$51.97	
5.25	Agricultural Water Hours	\$53.46	\$280.67
	Domestic Water Hours	\$53.13	
2	Admin/Management Hours	\$125.57	\$251.14
Total			\$564.82

**OAKDALE IRRIGATION DISTRICT
AMENDED
RESOLUTION NO. 2016-43
REPLACEMENT OF RESOLUTION NO. 2014-53**

MISCELLANEOUS RATES AND CHARGES FOR SPECIAL SERVICES

WHEREAS, the Oakdale Irrigation District provides many special services for individual or prospective customers;

WHEREAS, these special services do not benefit all the customers of the District, the costs of these services may be recovered with a rate or fee related to the services provided; and

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

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

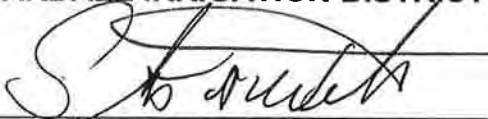
WHEREAS, the District desires to amend the revised Miscellaneous Rates and Charges for Special Services effective January 1, 2016;

NOW, THEREFORE, BE IT RESOLVED, that the rates and charges listed are deemed to be equitable and are to be applied consistently to all individuals who use these services. The attached Miscellaneous Rates and Charges Schedule ("Schedule") is applicable to work requested by a customer which is not for the exclusive benefit of the District. The Schedule will be updated on or about January 1st each year based on the formulas provided in the 2013 Miscellaneous Rates and Charges Model; and

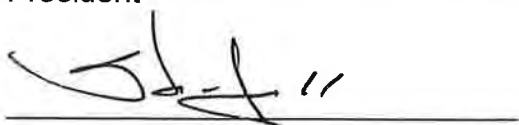
BE IT FURTHER RESOLVED, that this resolution supersedes any other previous resolution relating to the above subject matter.

Upon motion of Director Doornenbal, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled resolution was unanimously adopted this 21st day of June 2016.

OAKDALE IRRIGATION DISTRICT



Steve Webb
President



Steve Knell, P.E.
General Manager/Secretary

OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

**Subject: MISCELLANEOUS RATES AND CHARGES
FOR SPECIAL SERVICES POLICY**

Policy and Procedure No.:

Responsible Department: All Departments

PURPOSE

The District provides special services for individual or prospective customers. Because these special services do not benefit all of the customers of the District the possibilities of inequitable service exist and therefore these costs are recovered with a charge related to the special service provided.

SCOPE

This policy and procedure applies to all Departments. The 2013 Miscellaneous Fees Study and Model was developed by CH2M Hill to perform the calculations and document the level of effort and costs associated with each charge and serves as a basis for updating the fees annually.

POLICY AND PROCEDURE

This study uses a cost of service approach to estimate charges. Using this approach for each charge the amount of time used by District staff to provide the service was estimated. These levels of effort estimates were then multiplied by the average cost for labor.

Special services will be charged as authorized herein for all staff time, power costs, county fees, expenses, and materials associated with "required" or "requested" services performed by District staff in order to develop and enforce conditions for approval, complete necessary agreements, perform record searches, complete quitclaims and undertake other tasks related to the review of special projects.

The attached Rates and Charges Schedule provides the rate/charge description, purpose, and the amount. Because the rates/charges are based on District staff time spent on the project these rates/charges shall be adjusted annually on January 1 to reflect the current cost of wages and overhead without the need for additional Board of Directors action.

Any waiver or cancellation of fees shall be approved by the Board of Directors, except for fees assessed in error.

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 8
APN: 010-032-042

SUBJECT: APPROVE DENIAL OF REQUEST TO WAIVE THE \$100 DEPOSIT PLACED ON RURAL WATER ACCOUNT (APN: 010-032-042 – LEMMONS)

RECOMMENDED ACTION: Deny

BACKGROUND AND/OR HISTORY:

Blake and Sandra Lemmons are OID rural water customers and have owned the property located at 10008 Plaza De Oro Drive since 2014. On February 3, 2017, the District received a written request to remove the \$100 deposit placed on their account due to being late two times within a 12-month period. A deposit is refunded when a landowner experiences 12-months without a late-payment. The Lemmons' have been late 3-times in 2014, 7-times in 2015, and now 2-times in 2017. A deposit was collected in 2015 and was refunded in October 2016.

As mentioned in Ms. Lemmons' correspondence they were late to financial difficulties during Mr. Lemmons' medical leave.

FISCAL IMPACT: \$100.00

ATTACHMENTS:

- Written Correspondence from the Lemmons dated February 3, 2017
- Rural Water System's Domestic Water Policy

Board Motion:

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

VOTE

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

Action(s) to be taken:

Received
FEB - 8 2017
Oakdale ID

February 3, 2017

Oakdale Irrigation District
1205 East F. Street
Oakdale, CA 95361

To whom it may concern,

I am writing this letter to ask that you please forgive my previous late payments. The holidays were a very difficult time for my family. My family experienced unforeseen medical expenses. My husband had surgery in October and was off work for one entire month. Disability didn't cover a fraction of our monthly bills. We are finally getting back on our feet and trying to get current with all of our monthly bills.

Please accept the payment of \$368.00 as payment in full to make us current.

Thank you very much.

Sincerely yours,



Sandra Lemmons



LABRECHE, PETER THOMAS (M.D.)
4601 Dale Rd
Modesto CA 95356-9718
209-557-1000

Received
FEB - 8 2017
Oakdale ID

Patient Name: Lemmons, Blake L
Encounter Date: 8/12/2016

Please see below for this health care provider's directives and information relating to this encounter.

Work Status Report

Date onset of condition:
Next Appointment Date:

Off Work

This patient is placed off work from 10/25/2016 through 11/21/2016

Full Duty:

The patient was evaluated and deemed able to return to work at full capacity on 11/22/2016

This form has been electronically signed and authorized by LABRECHE, PETER THOMAS (M.D.)

This form contains your private health information that you may choose to release to another party; please review for accuracy.

Payment
Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

OAKDALE IRRIGATION DISTRICT

ACCOUNT: **004830-000**
SERVICE ADDRESS: 10008 Plaza De Oro Drive
SERVICE PERIOD: 1/1/2017 to 1/31/2017
BILLING DATE: 2/1/2017
DUE DATE: 2/28/2017

BLAKE L. & SANDRA LEMMONS
10008 Plaza De Oro Drive
Oakdale, CA 95361

AMOUNT DUE

TOTAL AMOUNT DUE BY **2/28/2017** **468.00**

AMOUNT ENCLOSED

368.00

REMIT PAYMENT TO:



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361



Received

FEB - 8 2017

Oakdale ID

Sandra R. Lemmons
10008 Plaza De Oro Drive
Oakdale, CA 95361

4882
90-7352/3211

Feb 3 2017

Pay to the Order of Oakdale Irrigation District \$ 368.00
Three hundred sixty-eight dollars & 00/100 Dollars

Valley First Credit Union
1419 J Street
Modesto, CA 95354

For 004830-000 *Sandra R. Lemmons*

⑆ 321173522⑆ 78680000087760⑆ 4882

SECURITY FEATURES
are included.
Details on back.

SCROLL

OAKDALE IRRIGATION DISTRICT'S
RURAL WATER SYSTEM'S DOMESTIC WATER POLICY

SECTION I – DEPOSITS

A. NEW CUSTOMER SECURITY DEPOSIT

All new residential and commercial customers are required to:

1. Submit to the District, at the customers expense, a credit report indicating a reliable credit history, or;
2. Post a cash security deposit to guarantee payment of unpaid bills in the event of discontinuance of service or District lockout. This security deposit will be held for minimum 12 consecutive months (1 year). If the customer has no outstanding amounts owed the District, and has not been delinquent during past 12 consecutive months, the deposit shall be refunded to the customer.

NOTE: These twelve (12) consecutive months start over whenever the customer's account becomes delinquent.

The amount of the deposit shall be as follows:

<u>Service Connection</u>	<u>Deposit</u>
Residential 3/4" – 1"	\$100.00

The deposit shall be determined on a case-by-case basis by OID Staff for Commercial Accounts or Connections larger than 1", but in no event will the deposit be less than that indicated for Residential Service Connection.

B. EXISTING CUSTOMER DEPOSIT

Existing residential and commercial customers which have two or more late payments on their account during a twelve consecutive month period of time, starting after the implementation date of January 1, 1997, will be required to post a cash security deposit as set forth in Section IA.

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 9
APN: N/A

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

RECOMMENDED ACTION: Authorize General Manager to Execute the Work Release No. 004 to General Services Agreement 2015-GSA-002

BACKGROUND AND/OR HISTORY:

Work Release No. 004 will allow Sierra Controls, LLC to provide the necessary assistance to update our current screens to accommodate more SCADA sites and the reduction in divisions. There will be new overview screens built for each division with navigation. Sierra Controls will look at improving communication performance by reducing the polling intervals on some values that do not need to be updated as frequently. Sierra Controls will also build new templates for our Mag Meter installations and troubleshoot store and forward issues with these sites. The current configuration of our Rubicon sites use an older method of communication. This work will update that communication method and improve timing and overall performance.

Staff recommends the Board authorizes the General Manager to execute Work Release No. 004 to the General Services Agreement 2015-GSA-002 for a Not to Exceed amount of \$5,670.00.

FISCAL IMPACT: Not to Exceed Amount: \$ 5,670.00

ATTACHMENTS:

- 2015-GSA-002-Work Release No. 004 including Exhibit "A"
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release No. 004

ClearSCADA HMI Improvements

Scope of Work

The Scope of Work will consist of Sierra Controls, LLC. providing the necessary assistance to update our current screens to accommodate more SCADA sites and the reduction in divisions. There will be new overview screens built for each division with navigation. Sierra Controls will look at improving communication performance by reducing the polling intervals on some values that do not need to be updated as frequently. Sierra Controls will also build new templates for our Mag Meter installations and troubleshoot store and forward issues with these sites. The current configuration of our Rubicon sites use an older method of communication. This work will update that communication method and improve timing and overall performance.

Pricing

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

Not to Exceed Amount: \$5,670.00

Schedule

Sierra Controls, LLC. will schedule to start the Work as soon as possible and will advise Oakdale Irrigation District's IT/SCADA Coordinator, Michael Ballinger of the date. Mr. Ballinger's contact numbers are as follows; Office (209) 840-5526 or Cell (209) 896-6887.

Payment

All invoices submitted for payment should have the General Services Agreement number as well as Work Release No. 004 identified on the invoice. All Terms and Conditions of the General Services Agreement, 2015-GSA-002 will be in effect for Work Release No. 004.

Oakdale Irrigation District

Sierra Controls, LLC.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____



SIERRA CONTROLS, LLC

WATER MEASUREMENT AND CONTROL SYSTEMS

Exhibit "A"

DATE

February 15, 2017

QUOTATION NO.

17-5162 REV1

To: Oakdale Irrigation District

Attention: Michael Ballinger

Subject: ClearSCADA HMI Improvements

Revision 1: Corrected Project Engineer rates based upon existing master agreement with OID.

Sierra Controls, LLC (SC) is pleased to present the following T&M Not to Exceed (NTE) quotation to provide Engineering Services to produce ClearSCADA HMI Improvements for the Oakdale Irrigation District (OID) per the following scope:

Item 1. Convert Rubicon Scanners to Outstations. Sierra Controls responsibilities will be the template conversion of the Scanners for the Rubicon sites, configuring the Outstation, and giving recommendations for polling intervals for the Rubicon points. Oakdale ID responsibilities will be re-addressing the Rubicon points, pointing them at the new Outstation, and adjusting the point configuration for the new setting as needed.
Est. Time: 6 hours **T&M NTE \$810**

Item 2. Summarize existing polling intervals in ClearSCADA and train Oakdale ID on updating Outstation settings to the recommended intervals.
Est. Time: 3 hours **T&M NTE \$405**

Item 3. Separate District into 8 groups in the tree and update the Site Menu to match. Create 8 sub-section maps.
Est. Time: 9 hours **T&M NTE \$1,215**

Item 4. Create 8 overview screens with key data from each site.
Est. Time: 12 hours **T&M NTE \$1,620**

Item 5. Create new template for Mag Meter sites.
Est. Time: 6 hours **T&M NTE \$810**

Item 6. Help setup and troubleshoot communications for Mag Meter sites and store and forward sites.
Est. Time: 6 hours **T&M NTE \$810**

Notes:

1. Proposal is based upon up to (42) hours @ \$135/hr. for Project Engineer (Not subject to prevailing wage requirements). See rate sheet below.
2. No Permits or Bonds are included.
3. No taxes are included.
4. This proposal is for remote services only. No travel or site visits are included. Any on-site work, if required, would be charged separate. On-site time is not currently anticipated to complete the scope of work.

DELIVERY: Scheduled
TERMS: NET 30
FOB: CARSON CITY, NV
THIS QUOTATION IS VALID FOR 60 DAYS.

**RESPECTFULLY SUBMITTED,
SIERRA CONTROLS, LLC**

BY


Calvin Chandler, Estimator

To proceed with this order please sign below with an authorized signature and return.

Signed

PO Number

Date

Requested Delivery Date



SIERRA CONTROLS, LLC

WATER MEASUREMENT AND CONTROL SYSTEMS

Prevailing Wage Rate Billing Schedule

Pricing per the CA State Prevailing Wage rates for the Stanislaus County

Ref: Determination: STA-2015-1

Rates listed below are based upon specific time periods listed to account for known increases in rate changes. Current pricing is based upon current rates and may change depending upon further cost increases not foreseen at this time.

Professional / Travel Rates (Not subject to prevailing wage requirements):

Sr Tech	\$110 per hour
Tech	\$ 95 per hour
Sr. Engineer	\$155 per hour
Project Engineer	\$135 per hour

Prevailing Wage Rates (June 1, 2015 thru December 1, 2015):

Sr. Tech (Electrician: Comm & System Tech)	\$175 per hour
Technician (Electrician: Comm & System Tech)	\$160 per hour

Prevailing Wage Rates (December 1, 2015 thru Decemebr 1, 2016):

Sr. Tech (Electrician: Comm & System Tech)	\$180 per hour
Technician (Electrician: Comm & System Tech)	\$165 per hour

Prevailing Wage Rates (After December 1, 2016):

Sr. Tech (Electrician: Comm & System Tech)	\$185 per hour
Technician (Electrician: Comm & System Tech)	\$170 per hour

Other Rates and Misc Mobilization and Material Fees (All offices):

Shop Time	\$ 90 per hour
Drafting	\$ 85 per hour
Admin Support	\$ 65 per hour
Parts	Unit price
Travel	.56 per mile
Per Diem	\$215 per day

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 10
APN: 011-005-074/075

**SUBJECT: APPROVE DEFERRED CONDITIONS OF APPROVAL AGREEMENT
(APNS: 011-005-074/075 – HANS L. AND REGINA A. WEBER 1989 TRUST)**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The parcels noted above were created as the result of a lot line adjustment and have applied for a new connection. Independent irrigation and drainage is required for each parcel as part of OID's Subdivision Parcel Map Policy. In the attached January 13, 2016 letter, Mr. Weber requested the OID Board to allow him to continue irrigating the parcels as he historically has until such a time as either of the parcels noted above are sold or a change in land use occurs. Now that all other conditions have been met, OID Staff has developed+ and recommends approval of the attached Deferred Conditions of Approval Agreement.

FISCAL IMPACT: Staff time for document preparation.

ATTACHMENTS:

- Draft Deferred Conditions of Approval Agreement
- January 13, 2016 request to allow for continued historical land use

Board Motion:

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

VOTE

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

Action(s) to be taken:

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APNs: 011-005-074/075

DEFERRED CONDITIONS OF APPROVAL AGREEMENT

BETWEEN HANS L. AND REGINA A. WEBER 1989 TRUST

AND OAKDALE IRRIGATION DISTRICT

The parcels noted above were created as the result of a lot line adjustment. Mr. Weber will continue to farm the parcels as one property and has no intention of selling the parcels or changing the current land use. Mr. Weber has requested that he be permitted to continue irrigating APNs: 011-005-074/075 as he historically has, which is without independent irrigation systems, until the parcels have a change in ownership or land use. On February 21, 2017, the Oakdale Irrigation District (DISTRICT) Board of Directors approved this Deferred Conditions of Approval Agreement with Hans L. and Regina A. Weber 1989 Trust (OWNER) regarding continued irrigation.

NOW THEREFORE IT IS AGREED by and between DISTRICT and OWNER as follows:

The following project condition shall apply to APNs: 011-005-074/075, as described in the attached **Exhibit "A"** Legal Description of the Subject Property and shown on the attached **Exhibit "B"** Project Site Map.

1. Prior to such time as either parcel is sold, or there is a change in ownership, or there is a change in the current agricultural land use of said parcels, the parcels shall be prepared to irrigate and drain independently. Private irrigation pipelines shall be installed from the historic point of delivery, in a manner that will provide independent and measureable irrigation to the parcels. OWNER shall be responsible for all costs incurred.

By signing below, Hans L. and Regina A. Weber 1989 Trust, the legally titled OWNER of the subject parcels, hereby agrees to comply with the above-described condition of approval. Failure to comply with this Agreement shall result in DISTRICT withholding irrigation water until such time as the listed condition is met.

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**


Steve Webb, President
Board of Directors

Date: _____

Steve Knell, P. E
General Manager/ Secretary

Date: _____

"OWNER"



Hans L. Weber, Trustee
Hans L. Weber and Regina A. Weber
1989 Trust

Date: 2-8-2017

Mailing Address: 17363 Henry Road
Escalon, CA, 95320

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On Feb 8, 2017 before me Carla Lillie, Notary Public,
personally appeared Hans L. Weber

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On _____ before me _____, Notary Public,
personally appeared _____

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

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

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

Legal Description of Subject Property

Adjusted Parcel "A":

All that real property being a portion of Parcel 3 as shown on that Parcel Map filed for record in Book 54 of Parcel Maps at Page 22, Stanislaus County Records, situate in the southwest quarter of Section 32, Township 2 South, Range 12 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Beginning at a 3/4" iron pipe tagged L.S. 5230 located at the southwest corner of said Parcel 3; thence along the south line of said Parcel 3 South 89°44'17" East 663.81 feet; thence North 00°50'34" West 2628.04 feet to the north line of said Parcel 3; thence along said west line North 89°58'21" West 663.77 feet to the west line of said Parcel 3; thence along said west line South 00°50'34" East 2625.32 feet to the Point of Beginning.

Subject to easements and rights-of-way of record.

APN: 011-005-074

Adjusted Parcel "B":

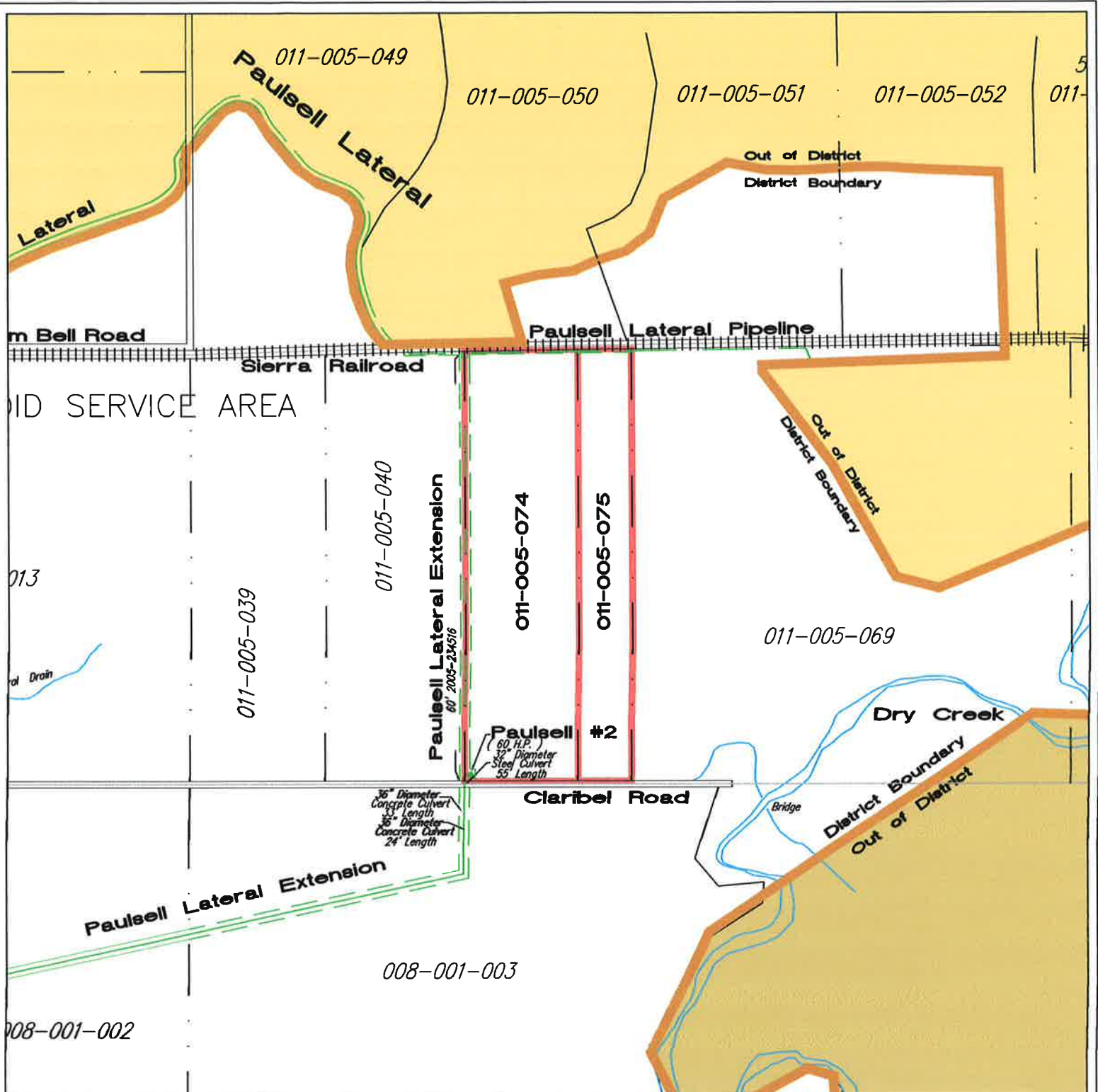
All that real property being a portion of Parcel 3 on the Parcel Map filed for record in Book 54 of Parcel Maps at Page 22, Stanislaus County records, and Parcel 1 and Parcel 2 as described in that judgement to Quiet Title filed for record as DOC #2014-0019452, Stanislaus County Records, situate in the southwest quarter of Section 32, Township 2 South, Range 12 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Commencing at a 3/4" iron pipe tagged L.S. 5230 located at the southwest corner of said Parcel 3; thence along the south line of said Parcel 3 South 89°44'17" East 663.81 feet to the Point of Beginning; thence North 00°50'34" West 2628.04 feet to the north line of said Parcel 3; thence along said north line and the north line of said Parcel 2 South 89°58'21" East 311.62 feet to the east line of said Parcels 1 and 2; thence along said east line South 01°01'00" East 2629.48 feet to the south line of said Parcel 2; thence along said south line and south line of said Parcel 3 North 89°44'17" West 319.62 feet to the Point of Beginning.

Subject to easements and rights-of-way of record.

APN: 011-005-075

End of Description



OID
OAKDALE IRRIGATION DISTRICT

OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361



PROJECT SITE MAP
DEFERRED CONDITIONS OF APPROVAL AGREEMENT
APNs: 011-005-074/075

DATE: JAN. 26, 2017
DRAWN BY: CMK
CHECKED BY: ECT

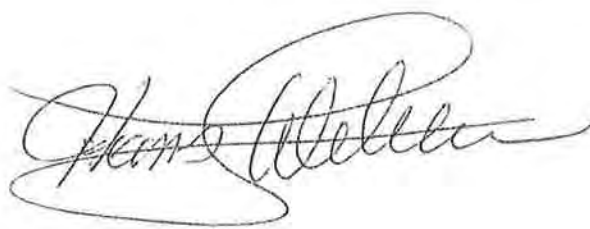
EXHIBIT "B"

NOT TO SCALE
SHEET 1 of 1

1-13-2016

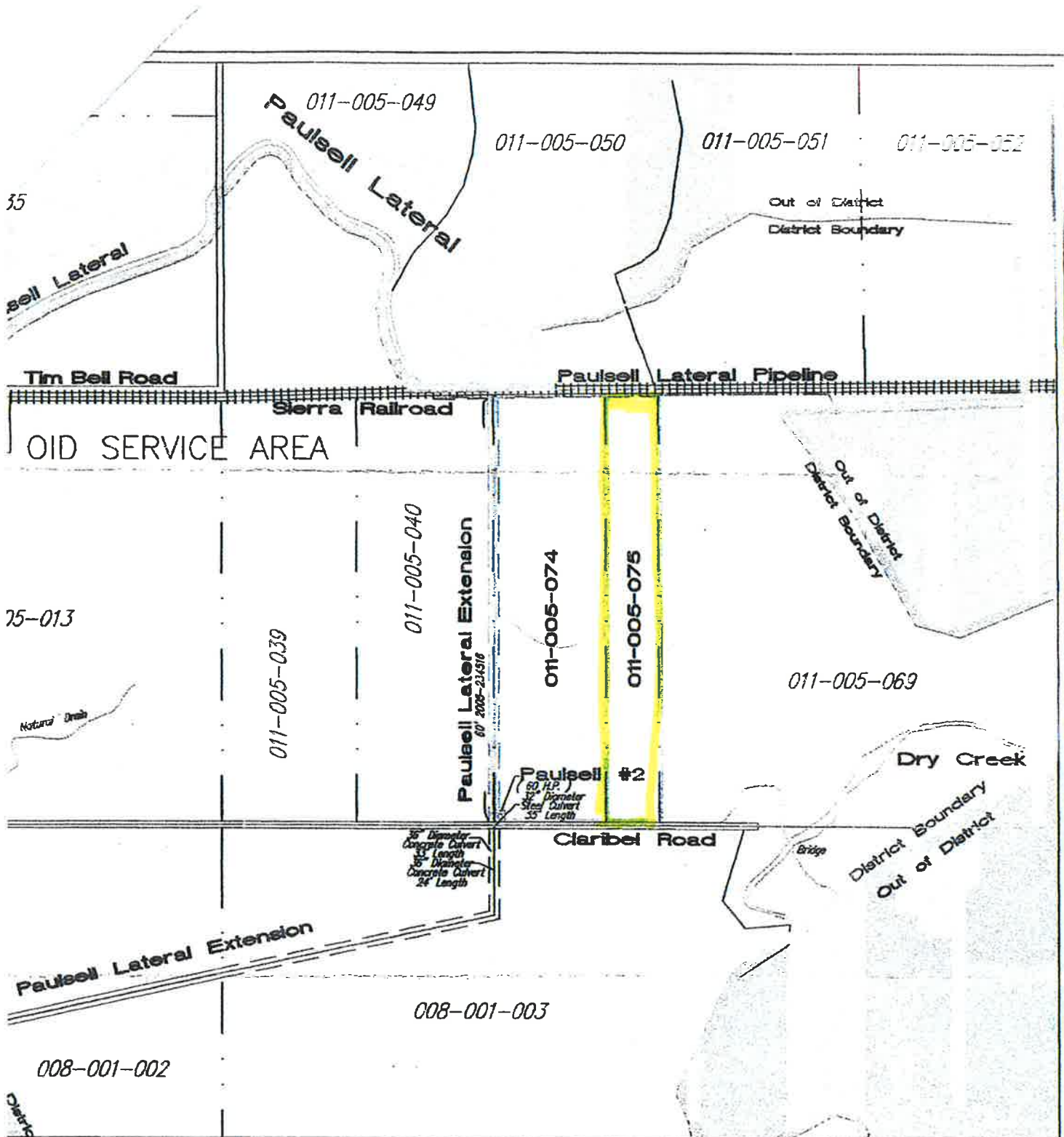
OWNER SHIP OF PARCEL 011-005-074/75 IS NOW UNDER ONE OWNER AND BOTH PARCELS ARE IRRIGATED BY ONE PUMP STATION, CONNECTED TO THE PAUL SELL CATERAL CANAL, ABOUT MIDPOINT OF PROPERTY.

OWNER HANS L. WEBER SHALL GRANT NEW OWNER OF APN 011-005-075 AN EASEMENT FOR CONNECTIVITY TO THE PAUL SELL CATERAL CANAL IF SAID PROPERTY IS SOLD OR CHANGE OF OWNER SHIP, OCCURS.

A handwritten signature in dark ink, appearing to read 'Hans L. Weber', with a large, stylized loop at the end.

HANS L. WEBER

1-13-2016



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PARCEL SITE MAP
APNs: 011-005-074/075



DATE: AUG. 18, 2015
DRAWN BY: CMK
CHECKED BY: ECT

HANS L. WEBER

NOT TO SCALE
SHEET 1 of 1

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 11
APN: 011-005-074

**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE PAULSELL LATERAL EXTENSION
(APN: 011-005-074 – HANS L. AND REGINA A. WEBER 1989 TRUST)**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The parcel noted above was created as the result of a lot line adjustment. Each new parcel is required to complete the New Connection Process in order to be eligible to receive irrigation water. The New Connection Process requires an Encroachment Permit to be processed for any and all proposed or existing encroachments requested by the landowner. Mr. Weber has applied for an Encroachment Permit for the following encroachments:

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

OID staff has reviewed the existing encroachments and recommends approval of this Encroachment Permit.

FISCAL IMPACT: A Structure Review Application fee has been submitted to cover all District Costs.

ATTACHMENTS:

- Encroachment Permit

Board Motion:

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

VOTE

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

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 011-005-074

**ENCROACHMENT PERMIT
ON THE PAULSELL LATERAL EXTENSION**

THIS ENCROACHMENT PERMIT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and HANS L. WEBER, SUCCESSOR TRUSTEE OF THE HANS L. AND REGINA A. WEBER 1989 TRUST, hereinafter referred to as "OWNER" sets forth Permits as follows:

W I T N E S S E T H:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on February 21, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

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

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT.

DISTRICT intends hereby to assent only to (a) an encroachment upon an easement or easements held by DISTRICT or (b) to confer a license to OWNER to

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**


Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



Hans L. Weber, Trustee
Hans L. Weber and Regina A. Weber
1989 Trust



Date

Mailing Address: 17363 Henry Road
Escalon, CA, 95320

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of **Stanislaus**

On Feb 8, 2017 before me Carla Lillie, Notary Public,
personally appeared Hans L. Weber

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of **Stanislaus**

On _____ before me _____, Notary Public,
personally appeared _____

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

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

WITNESS my hand and official seal

Signature

(Seal)

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

ENCROACHMENT PERMIT ON THE PAULSELL LATERAL EXTENSION

APN: 011-005-074

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

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

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

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

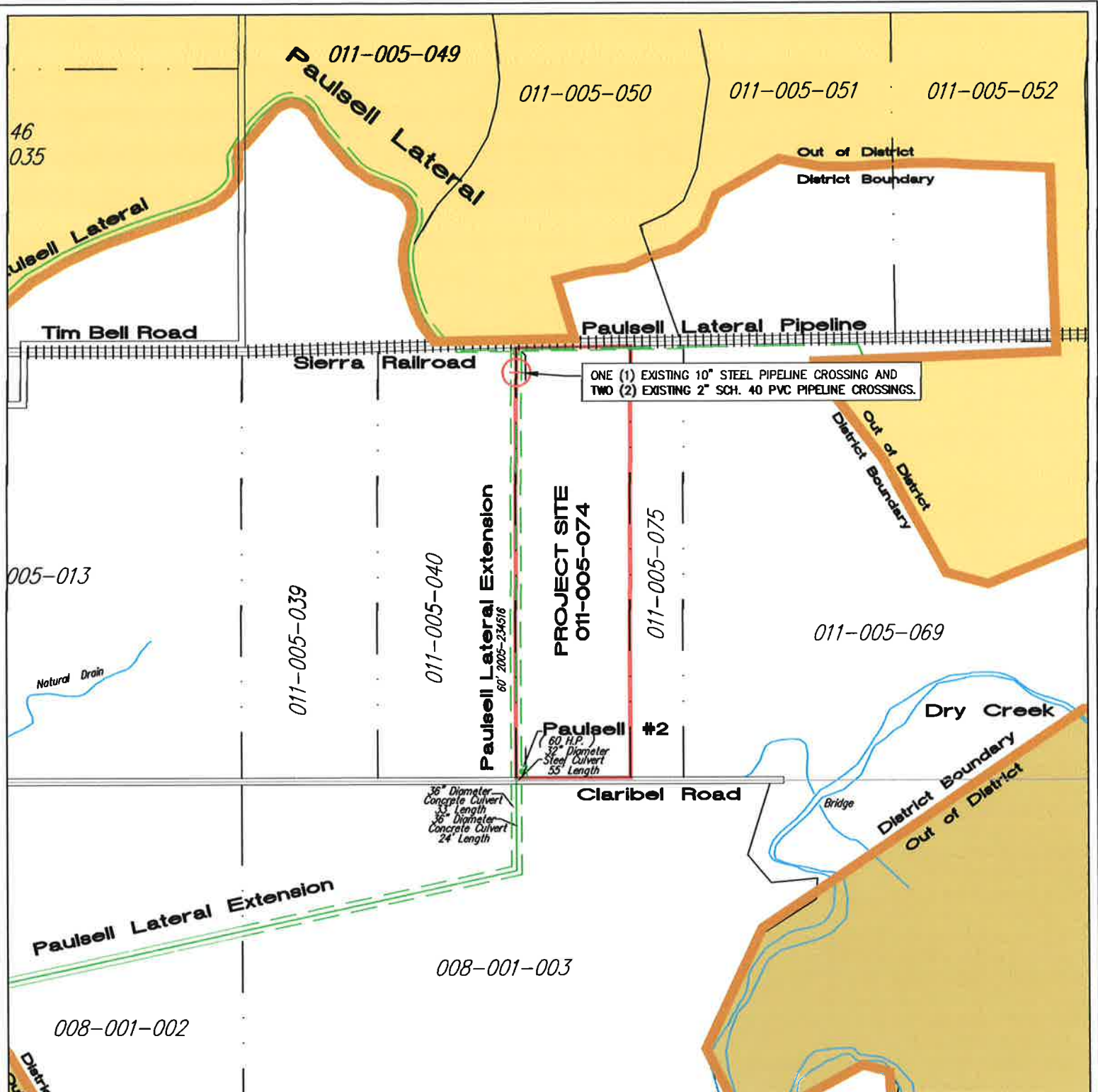
All that real property being a portion of Parcel 3 as shown on that Parcel Map filed for record in Book 54 of Parcel Maps at Page 22, Stanislaus County Records, situate in the southwest quarter of Section 32, Township 2 South, Range 12 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Beginning at a 3/4" iron pipe tagged L.S. 5230 located at the southwest corner of said Parcel 3; thence along the south line of said Parcel 3 South 89°44'17" East 663.81 feet; thence North 00°50'34" West 2628.04 feet to the north line of said Parcel 3; thence along said west line North 89°58'21" West 663.77 feet to the west line of said Parcel 3; thence along said west line South 00°50'34" East 2625.32 feet to the Point of Beginning.

Subject to easements and rights-of-way of record.

APN: 011-005-074

END OF DESCRIPTION



ONE (1) EXISTING 10" STEEL PIPELINE CROSSING AND TWO (2) EXISTING 2" SCH. 40 PVC PIPELINE CROSSINGS.



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
ENCROACHMENT PERMIT
HANS L. AND REGINA A. WEBER 1989 TRUST
APN: 011-005-074



DATE: JAN. 26, 2017
DRAWN BY: CMK
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE
SHEET 1 of 1

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 12
APN: 011-005-040

**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE PAULSELL LATERAL EXTENSION
(APN: 011-005-040 – GILBERT L. SILBERNAGEL)**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The centerline of OID's Paulsell Lateral Extension is shown as the property line common to APNs: 011-005-040/074 on Parcel Map 54-PM-22. Mr. Weber, the landowner of APN: 011-005-074, recently completed a lot line adjustment and is required to complete the new connection process in order to be eligible to receive irrigation water. As part of the new connection process, an Encroachment Permit is required for any new or existing improvements located within OID's right-of-way. Mr. Weber has requested an Encroachment Permit for the following encroachments located within the Paulsell Lateral Extension right-of-way:

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

As the encroachments listed above cross the Paulsell Lateral Extension, and ultimately cross property line, an encroachment permit from both parcels is required. Given the majority of the processing of this Encroachment Permit was completed as part of Mr. Weber's Structure Permit Application, staff recommends waiving the Structure Permit processing fee for the parcel noted above.

FISCAL IMPACT: Structure Permit processing fee (\$362.50).

ATTACHMENTS:

- Encroachment Permit

Board Motion:

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

VOTE

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

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 011-005-040

**ENCROACHMENT PERMIT
ON THE PAULSELL LATERAL EXTENSION**

THIS ENCROACHMENT PERMIT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and GILBERT L. SILBERNAGEL, A SINGLE MAN, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on February 21, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

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

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT.

DISTRICT intends hereby to assent only to (a) an encroachment upon an easement or easements held by DISTRICT or (b) to confer a license to OWNER to

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

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

OAKDALE IRRIGATION DISTRICT
"DISTRICT"

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



Gilbert L. Silbernagel, Owner



Date

Mailing Address: 4613 Pleasant Valley Road
Oakdale, CA, 95320

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On February 15, 2017 before me Carla Lillie, Notary Public,
personally appeared Gilbert L. Silbernagel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

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

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

WITNESS my hand and official seal

Signature

(Seal)

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

ENCROACHMENT PERMIT ON THE PAULSELL LATERAL EXTENSION

APN: 011-005-040

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

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

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

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

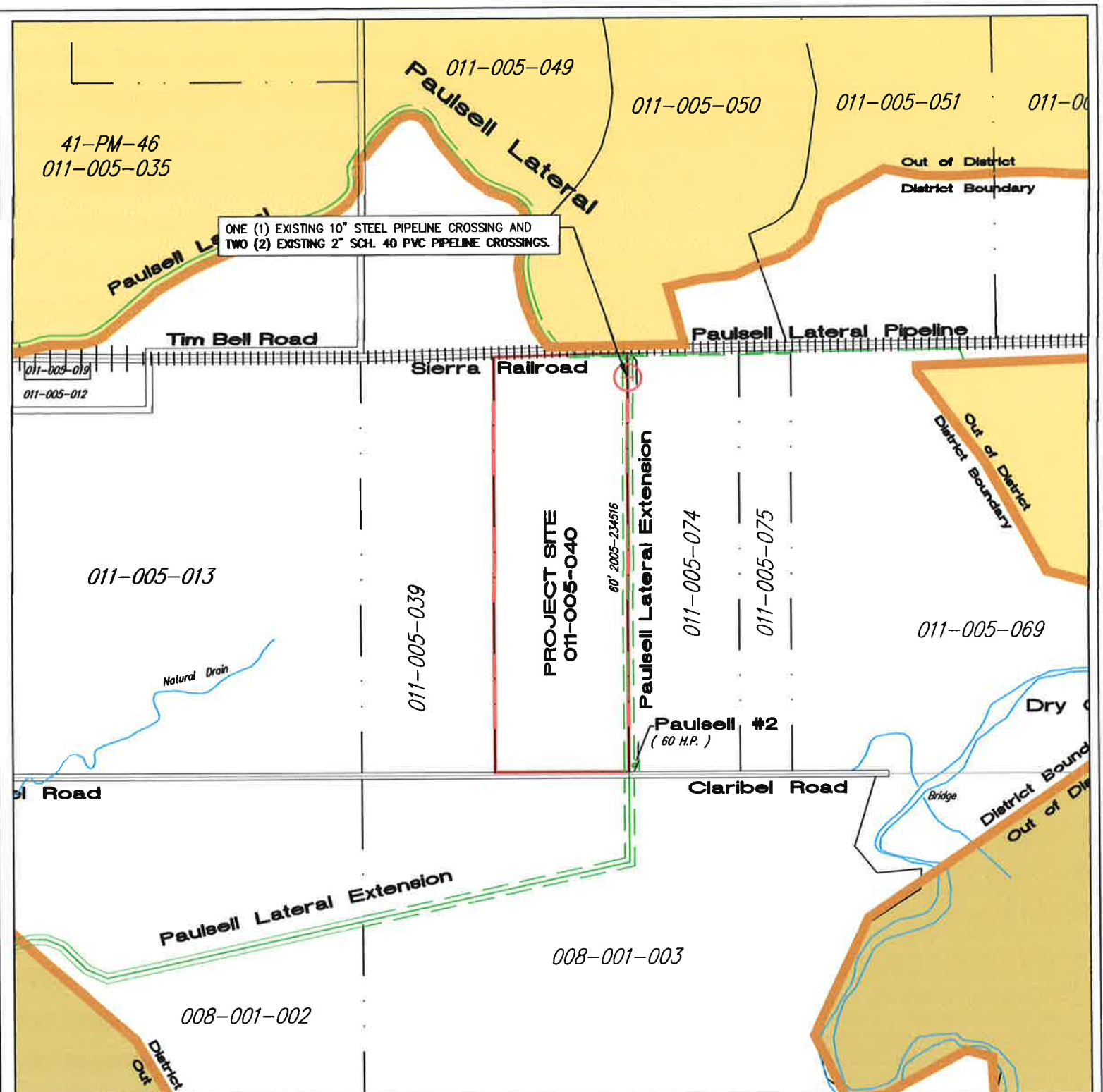
LEGAL DESCRIPTION FOR SUBJECT PROPERTY

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

Parcel 2 (two) as shown upon that certain Parcel Map filed for record December 23, 2005 in Book 54 of Parcel Maps at Page 22, Stanislaus County Records.

APN: 011-005-040

END OF DESCRIPTION



OID
OAKDALE IRRIGATION DISTRICT



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
ENCROACHMENT PERMIT
GILBERT A. SILBERNAGEL
APN: 011-005-040



DATE: JAN. 26, 2017
DRAWN BY: CMK
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE
SHEET 1 of 1

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 13
APN: 010-018-024/062

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

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

A microirrigation system has been installed on the parcels noted above and a request to encroach upon and discharge into the South Lateral was received. As part of the proposed agreement, one (1) 3" Sch. 40 PVC private irrigation pipeline will encroach upon and cross the lateral. The centerline of the South Lateral is described as a shared property line for the parcels noted above, and as such, an Encroachment Permit has been prepared for one (1) private irrigation pipeline crossing on each parcel. In addition, one (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline will be installed within APN: 010-018-062 and is included on the respective Encroachment Permit. An Agricultural Discharge Permit has been prepared for this backflush discharge pipeline. OI staff has reviewed the project and recommends approval of these Encroachment Permits and Agricultural Discharge Permit.

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

ATTACHMENTS:

- Encroachment Permits (2)
- Agricultural Discharge Permit

Board Motion:

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

VOTE

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

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 010-018-024

**ENCROACHMENT PERMIT
ON THE SOUTH LATERAL**

THIS ENCROACHMENT PERMIT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and FRANK W. RIVERA AND LISA RIVERA, HUSBAND AND WIFE, AS JOINT TENANTS, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on February 21, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

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

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT.

DISTRICT intends hereby to assent only to (a) an encroachment upon an easement or easements held by DISTRICT or (b) to confer a license to OWNER to encroach upon DISTRICT fee-owned lands, all subject to the terms hereof.

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"

Frank W. Rivera
Frank W. Rivera, Owner

2-14-17
Date

Lisa Rivera
Lisa Rivera, Owner

2-14-17
Date

Mailing Address: P.O. Box 63
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On Feb. 14, 2017 before me Carla Lillie, Notary Public,
personally appeared Frank W. Rivera
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On Feb 14, 2017 before me Carla Lillie, Notary Public,
personally appeared Lisa Rivera
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



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

ENCROACHMENT PERMIT ON THE SOUTH LATERAL

APN: 010-018-024

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

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

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

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

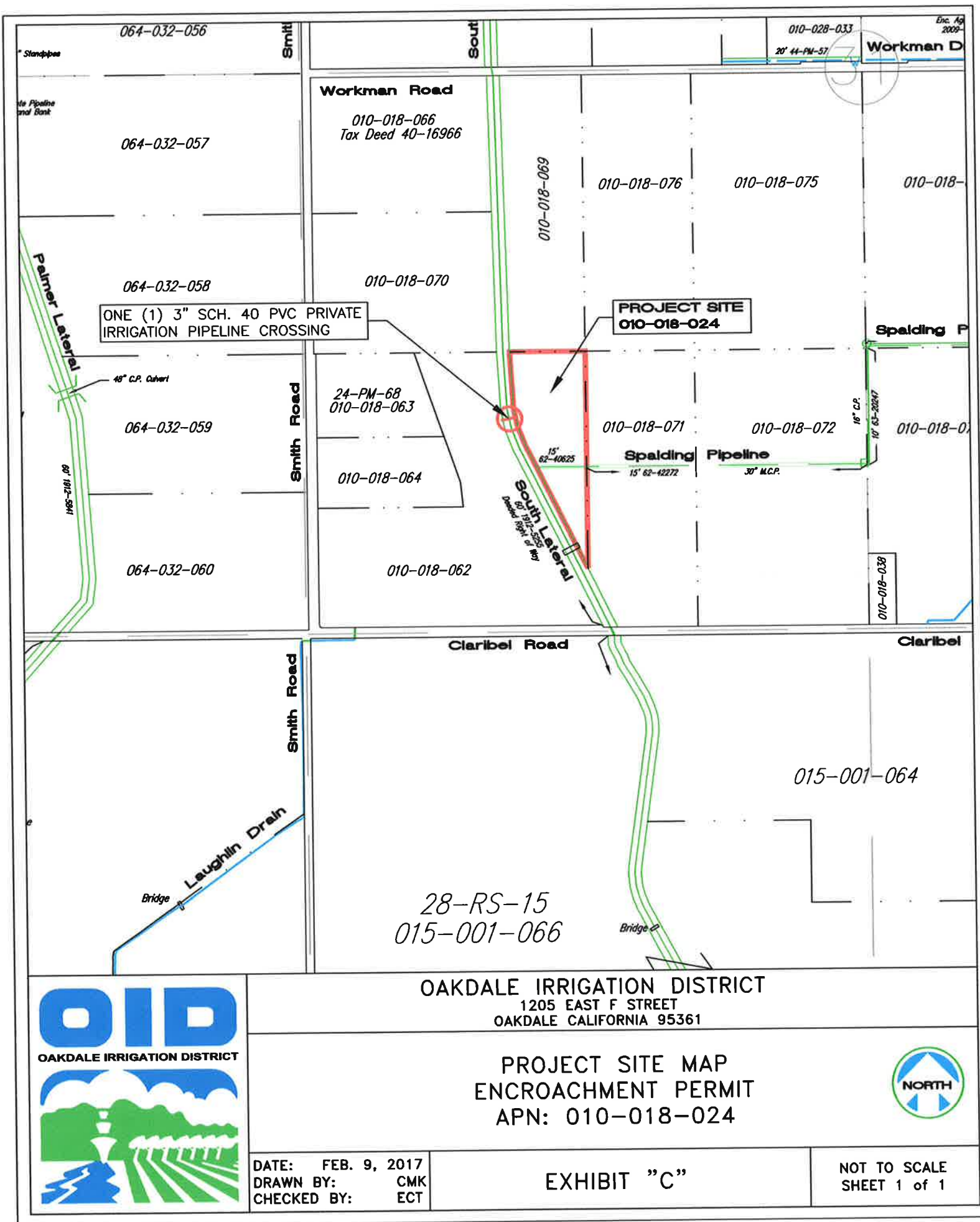
LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All that certain land situated in the State of California, County of Stanislaus, City of Oakdale, and is described as follows:

Parcel 3 as shown on Parcel Map filed August 10, 1998 in Book 41, Page 21, of Parcel Maps in the Office of the County Recorder of Stanislaus County, being a portion of Parcels, A, B, C and D as per Parcel Map filed March 9, 1977 in Book 24 of Parcel Maps, Page 68, Stanislaus County records, being a portion of Lots 7 and 9 of Oakdale Colony Tract.

APN: 010-018-024

END OF DESCRIPTION



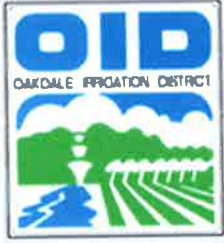
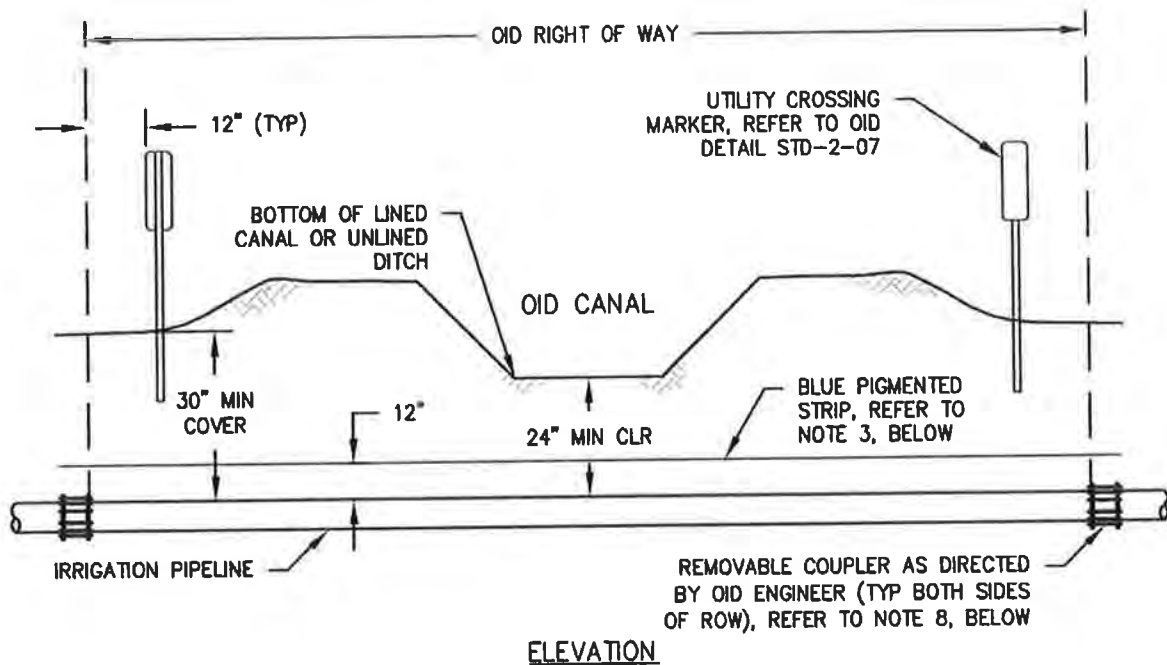



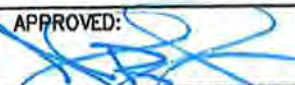
EXHIBIT D

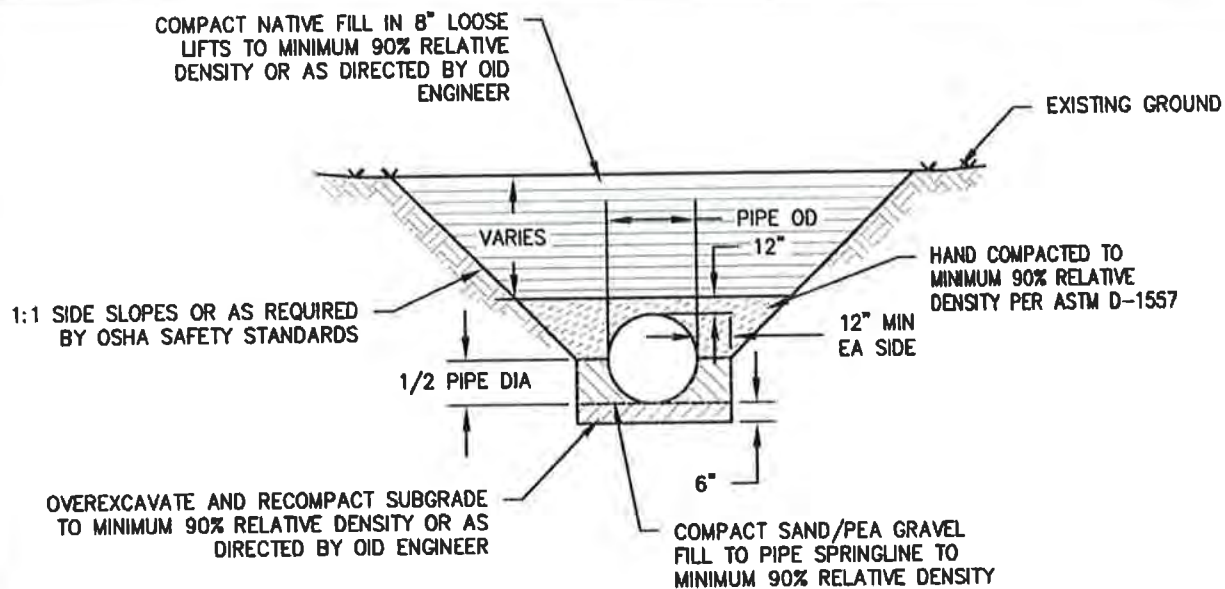
**OID STANDARD DETAILS: STD-2-01, STD-5-01
THREE (3) PAGES TOTAL, INCLUDING COVER SHEET**



CONSTRUCTION NOTES



1. THIS STANDARD APPLIES TO OPEN CUT CANAL SECTIONS AND IRRIGATION WATER PIPELINE CROSSINGS ONLY. THE OID ENGINEER RESERVES THE RIGHT TO DETERMINE THE APPLICATION OF THIS STANDARD.
2. THIS DRAWING IS INTENDED TO SHOW THE PIPELINE CANAL CROSSING DETAILS ONLY. ADDITIONAL VALVES AND APPURTENANCES MAY BE REQUIRED FOR PROPER SYSTEM DESIGN.
3. FOR IRRIGATION PIPELINES, PROVIDE A BLUE PIGMENTED WARNING STRIP PLACED ALONG THE CENTER AND 12 INCHES ABOVE THE TOP OF ANY PIPE.
4. IRRIGATION PIPELINE SHALL BE SEAMLESS WELDED STEEL PIPE (MINIMUM GAUGE 10, 0.135 INCH WALL THICKNESS), DUCTILE IRON (MINIMUM DIP CLASS 50), OR POLYVINYL CHLORIDE 100 PSI PIPE THROUGH THE ENTIRE OID RIGHT OF WAY. STEEL OR DIP PIPE SHALL BE COATED WITH 2 COATS OF BITUMINOUS MATERIAL WHERE BURIED. BITUMINOUS COATING SHALL BE ALLOWED TO DRY BEFORE BACKFILL. ALL JOINTS SHALL BE WATER TIGHT.
5. PIPE SHALL HAVE MINIMUM 30 INCHES OF COVER OVER TOP OF PIPE THROUGH CANAL BANKS AND OID RIGHT OF WAY AND MINIMUM 24 INCHES OF COVER UNDER CANAL INVERTS. IF PIPE IS ENCASED, CASING SHALL BE MINIMUM 10 GAUGE, WELDED STEEL PIPE.
6. BACKFILL AND SUBGRADES SHALL BE COMPACTED TO MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557, AND SHALL BE MANUALLY COMPACTED A MINIMUM DEPTH OF 12 INCHES OVER TOP OF PIPE OR AS DIRECTED BY OID ENGINEER. THE MAXIMUM LAYER THICKNESS SHALL BE 8 INCHES BEFORE COMPACTION. REFER TO OID DETAIL STD-5-01, TYPICAL PIPE TRENCH.
7. PIPE SHALL NOT BE ENCASED IN CONCRETE SLURRY UNLESS DIRECTED BY OID ENGINEER.
8. IF PIPE CHANGES SIZE OR MATERIAL UPON LEAVING OID RIGHT OF WAY, A REMOVABLE COUPLER SHALL BE INSTALLED. REMOVABLE COUPLER SHALL BE STEEL BODY GASKETED SLEEVE TYPE, DRESSER STYLE 38, OR APPROVED EQUIVALENT. ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL. AFTER INSTALLATION, ALL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4 MIL POLYETHYLENE SHEETING, AND SECURED WITH PVC TAPE.
9. FOR CONCRETE LINED CANALS, CONCRETE LINING SHALL BE SAW CUT AT CONTROL JOINTS ON EITHER SIDE OF PROPOSED PIPELINE ALIGNMENT AND LINING SHALL BE REMOVED PRIOR TO OPEN CUTTING CANAL. FOR REPLACEMENT OF CONCRETE LINING, REFER TO OID DETAIL STD-1-05 FOR COMPACTION AND LINING REQUIREMENTS.

	<p align="center">OAKDALE IRRIGATION DISTRICT</p> <p>APPROVED: </p> <p>JOHN B. DAVIDS, P.E., DISTRICT ENGINEER</p>	<p align="center">IRRIGATION PIPELINE CROSSING UNDER OID CANAL</p> <p>SCALE: NOT TO SCALE</p> <p>DATE: JANUARY 2012</p>		<p align="center">STANDARD DETAIL</p> <p align="center">STD-2-01</p> <p align="center">SHEET 1 OF 1</p>
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CONSTRUCTION NOTES

1. BACKFILL AND SUBGRADES SHALL BE COMPACTED TO MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557 AND SHALL BE MANUALLY COMPACTED A MINIMUM DEPTH OF 12 INCHES OVER TOP OF PIPE OR AS DIRECTED BY OID ENGINEER. THE MAXIMUM LAYER THICKNESS SHALL BE 8 INCHES BEFORE COMPACTION.
2. BACKFILL SHALL BE SELECT NATIVE MATERIAL, CONTAIN NO MATERIAL OVER 3 INCHES IN DIAMETER OR LENGTH, AND SHALL BE COMPACTED AGAINST UNDISTURBED EARTH. FILL MATERIAL SHALL CONTAIN NO SOD, BRUSH, ROOTS, OR OTHER ORGANIC OR OTHERWISE UNSUITABLE MATERIAL.
3. PIPELINE SHALL BE INSTALLED ACCORDING TO MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS. MINIMUM DEPTH OF COVER SHALL BE 30 INCHES OR AS DIRECTED BY OID ENGINEER.
4. COMPACTION TESTS SHALL BE AT THE LANDOWNER OR DEVELOPER EXPENSE. ANY RETESTS SHALL BE PAID BY THE CONTRACTOR. FREQUENCY AND LOCATION OF THE TESTS SHALL BE AS DIRECTED BY OID ENGINEER.
5. DEWATERING DUE TO HIGH GROUNDWATER OR CANAL SEEPAGE MAY BE REQUIRED. DEWATERING METHODS SHALL BE PRE-APPROVED BY OID ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING.
6. TRENCH WIDTHS SHALL BE AS SHOWN UNLESS THE PIPELINE SIZE IS 4 INCHES OR SMALLER, WHERE THE TRENCH SHALL HAVE A 12 INCH MINIMUM WIDTH.
7. BEDDING, IF REQUIRED SHALL BE MINIMUM 4 INCHES AS DIRECTED BY OID ENGINEER. BEDDING SHALL CONFORM TO THE SPECIFICATIONS BELOW. SOIL TYPES SHALL BE AS DETERMINED BY OID ENGINEER.
 - A. ON SANDY SOIL (BEDDING & HAUNCHING):
NATIVE MATERIAL, IF SUITABLE, OR SAND AS DIRECTED BY OID ENGINEER
 - B. ON CLAY SOIL (BEDDING & HAUNCHING):
SAND OR APPROVED NATIVE MATERIAL AS PRE-APPROVED BY OID ENGINEER SHALL BE PLACED IN 8 INCH LIFTS
8. WATER PACKING OR JETTING SHALL ONLY BE USED ON SOILS PRE-APPROVED BY OID ENGINEER. WHEN WATER PACKING OR JETTING IS USED, THE AMOUNT OF WATER SHALL BE CONTROLLED TO INSURE THAT POOLING OF EXCESS WATER DOES NOT OCCUR. THE WETTED FILL MUST BE ALLOWED TO REACH OPTIMUM MOISTURE AND THEN MECHANICALLY COMPACTED TO MEET MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557 BEFORE ADDITIONAL BACKFILLING IS DONE. CARE MUST BE EXERCISED TO PREVENT PIPE FLOTATION DURING WATER PACKING OR JETTING. MEASURES MUST BE PRE-APPROVED BY OID ENGINEER. THIS ITEM DOES NOT APPLY TO PVC OR HDPE PIPELINES.

	OAKDALE IRRIGATION DISTRICT		TYPICAL PIPE TRENCH	
	APPROVED: 		SCALE: NOT TO SCALE	STANDARD DETAIL STD-5-01 SHEET 1 OF 1
	JOHN B. DAVIDS, P.E., DISTRICT ENGINEER		DATE: 1/26/12 JANUARY 2012	

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 010-018-062

**AGRICULTURAL DISCHARGE PERMIT
ON THE SOUTH LATERAL**

THIS AGRICULTURAL DISCHARGE PERMIT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PATRICIA ROSE RIVERA, TRUSTEES OF THE CLEMENTE M. RIVERA, JR. FAMILY 2005 REVOCABLE TRUST U/D DATED JUNE 25, 2005, hereinafter referred to as "OWNER" sets forth Permits as follows:

W I T N E S S E T H:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Agricultural Discharge Permit on February 21, 2017 as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

WHEREAS, OWNER has title to the Subject Property and wishes to convey Agricultural Discharge from OWNER'S Property into the SOUTH LATERAL from one (1) 4" PRIVATE AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE and requests that DISTRICT grant permission to release said Agricultural Discharge as needed, subject to the terms and conditions of this AGRICULTURAL DISCHARGE PERMIT.

WHEREAS, OWNER has been granted an Encroachment Permit for their private Agricultural Discharge Facilities crossing DISTRICT'S easements, rights of way and fee-owned lands and said Encroachment Permit has been recorded.

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

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

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

OAKDALE IRRIGATION DISTRICT
"DISTRICT"


Steve Webb, President
Board of Directors


Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"


Patricia Rose Rivera, Trustee
The Clemente M. Rivera, Jr. Family 2005
Revocable Trust U/D Dated June 25, 2005



Date

Mailing Address: 5042 Smith Road
 Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On Feb. 19, 2017 before me Carla Lillie, Notary Public,
personally appeared Patricia Rose Rivera
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Carla Lillie
Signature (Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

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

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

WITNESS my hand and official seal

Signature (Seal)

EXHIBIT "A"

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

**AGRICULTURAL DISCHARGE PERMIT
ON THE SOUTH LATERAL**

APN: 010-018-062

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

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All that certain real property situated in a portion of Section 31, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the County of Stanislaus, State of California, being a portion of Lots 7 and 8, of the OAKDALE COLONY TRACT, as shown on map recorded in Volume 8 of Maps, at Page 5, Stanislaus County Records and described as follows:

BEGINNING at the Southwest corner of said Section 31, said point being at the centerline intersection of Claribel road and Smith Road; thence North 0 degrees 49' 50" West along the West line of Section 31, and the centerline of Smith Road 603.90 feet; thence North 89 degrees 50' 07" East, 30.00 feet to the East line of Smith Road and the true point of beginning of this description; thence continuing North 89 degrees 50' 07" East, 887.65 feet, to the Easterly line of Parcel 1, as show on the map filed in Book 41 of Parcel Maps, at Page 21, Stanislaus County Records; thence along the Easterly line of said Parcel 1, the following two (2) courses: (1) North 5 degrees 56' 03", 116.42 feet, and (2) North 19 degrees 05' 53" West, 656.19 feet to the North line of said Lot 7, of the Oakdale Colony Tract, and the North line of Parcel "D", as shown on the map filed in Book 24 of Parcel Maps, at Page 68, Stanislaus County Records; thence North 89 degrees 50' 07" East along the North line of said Lot 7, and said North line of Parcel "D", 380.26 feet to the Northeast corner of said Parcel "D", said point also being on the Westerly line of 60.00 foot wide Oakdale Irrigation District's South Lateral; thence in a Southeasterly direction along the Westerly line of said South Lateral and the East line Parcel "D" and the Easterly line of Parcel 2, as shown on the map filed in Book 41 of Parcel Maps, at Page 21, Stanislaus County Records; the following four (4) courses: (1) South 3 degrees 17' 09" East, 283.69 feet; (2) thence South 11 degrees 38' 00" East, 104.15 feet; (3) thence South 20 degrees 49' 00" East, 103.78 feet; (4) thence South 26 degrees 05' 00" east, 893.60 feet; thence south 0 degrees 49' 57" East, 24.17 feet to the southeast corner of said Parcel 2, said point also being 30.00 feet North of the South line of Section 31 and the centerline of Claribel Road; thence South 89 degrees 50' 00" West, parallel with and 30.00 feet distant Northerly measured at right angles from South line of Section 31, and the centerline of Claribel Road, 1295.42 feet to the beginning of a curve concave to the Northeast: said point bears North 89 degrees 50' 00" East, 44.48 feet and North 0 degrees 10' 00" West 30 feet from the Southwest corner of Section 31; thence in a Northerly direction along said curve, having a radius of 15.00 feet with a central angle of 89 degrees 20' 10" and an arc distance of 23.39 feet to the end of curve, said point bears North 0 degrees 49' 50" West, parallel with and 30.00 feet distant Easterly measured at right angles from said West line of Section 31, and the centerline of Smith Road, 659.07 feet to the point of beginning.

APN: 010-018-062

End of Description

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 010-018-062

**ENCROACHMENT PERMIT
ON THE SOUTH LATERAL**

THIS ENCROACHMENT PERMIT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PATRICIA ROSE RIVERA, TRUSTEES OF THE CLEMENTE M. RIVERA, JR. FAMILY 2005 REVOCABLE TRUST U/D DATED JUNE 25, 2005, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on February 21, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

1. One (1) 3" Sch. 40 PVC private irrigation pipeline crossing
2. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT.

DISTRICT intends hereby to assent only to (a) an encroachment upon an

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

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

OAKDALE IRRIGATION DISTRICT
"DISTRICT"

Steve Webb, President
Board of Directors

Date


Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



Patricia Rose Rivera, Trustee
The Clemente M. Rivera, Jr. Family 2005
Revocable Trust U/D Dated June 25, 2005



Date

Mailing Address: 5042 Smith Road
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On Feb. 10, 2017 before me Carla Lillie, Notary Public,
personally appeared Patricia Iose Rivers

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On _____ before me _____, Notary Public,
personally appeared _____

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

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

WITNESS my hand and official seal

Signature

(Seal)

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

ENCROACHMENT PERMIT ON THE SOUTH LATERAL

APN: 010-018-062

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

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

1. One (1) 3" Sch. 40 PVC private irrigation pipeline crossing
2. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All that certain real property situated in a portion of Section 31, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the County of Stanislaus, State of California, being a portion of Lots 7 and 8, of the OAKDALE COLONY TRACT, as shown on map recorded in Volume 8 of Maps, at Page 5, Stanislaus County Records and described as follows:

BEGINNING at the Southwest corner of said Section 31, said point being at the centerline intersection of Claribel road and Smith Road; thence North 0 degrees 49' 50" West along the West line of Section 31, and the centerline of Smith Road 603.90 feet; thence North 89 degrees 50' 07" East, 30.00 feet to the East line of Smith Road and the true point of beginning of this description; thence continuing North 89 degrees 50' 07" East, 887.65 feet, to the Easterly line of Parcel 1, as show on the map filed in Book 41 of Parcel Maps, at Page 21, Stanislaus County Records; thence along the Easterly line of said Parcel 1, the following two (2) courses: (1) North 5 degrees 56' 03", 116.42 feet, and (2) North 19 degrees 05' 53" West, 656.19 feet to the North line of said Lot 7, of the Oakdale Colony Tract, and the North line of Parcel "D", as shown on the map filed in Book 24 of Parcel Maps, at Page 68, Stanislaus County Records; thence North 89 degrees 50' 07" East along the North line of said Lot 7, and said North line of Parcel "D", 380.26 feet to the Northeast corner of said Parcel "D", said point also being on the Westerly line of 60.00 foot wide Oakdale Irrigation District's South Lateral; thence in a Southeasterly direction along the Westerly line of said South Lateral and the East line Parcel "D" and the Easterly line of Parcel 2, as shown on the map filed in Book 41 of Parcel Maps, at Page 21, Stanislaus County Records; the following four (4) courses: (1) South 3 degrees 17' 09" East, 283.69 feet; (2) thence South 11 degrees 38' 00" East, 104.15 feet; (3) thence South 20 degrees 49' 00" East, 103.78 feet; (4) thence South 26 degrees 05' 00" east, 893.60 feet; thence south 0 degrees 49' 57" East, 24.17 feet to the southeast corner of said Parcel 2, said point also being 30.00 feet North of the South line of Section 31 and the centerline of Claribel Road; thence South 89 degrees 50' 00" West, parallel with and 30.00 feet distant Northerly measured at right angles from South line of Section 31, and the centerline of Claribel Road, 1295.42 feet to the beginning of a curve concave to the Northeast: said point bears North 89 degrees 50' 00" East, 44.48 feet and North 0 degrees 10' 00" West 30 feet from the Southwest corner of Section 31; thence in a Northerly direction along said curve, having a radius of 15.00 feet with a central angle of 89 degrees 20' 10" and an arc distance of 23.39 feet to the end of curve, said point bears North 0 degrees 49' 50" West, parallel with and 30.00 feet distant Easterly measured at right angles from said West line of Section 31, and the centerline of Smith Road, 659.07 feet to the point of beginning.

APN: 010-018-062

END OF DESCRIPTION

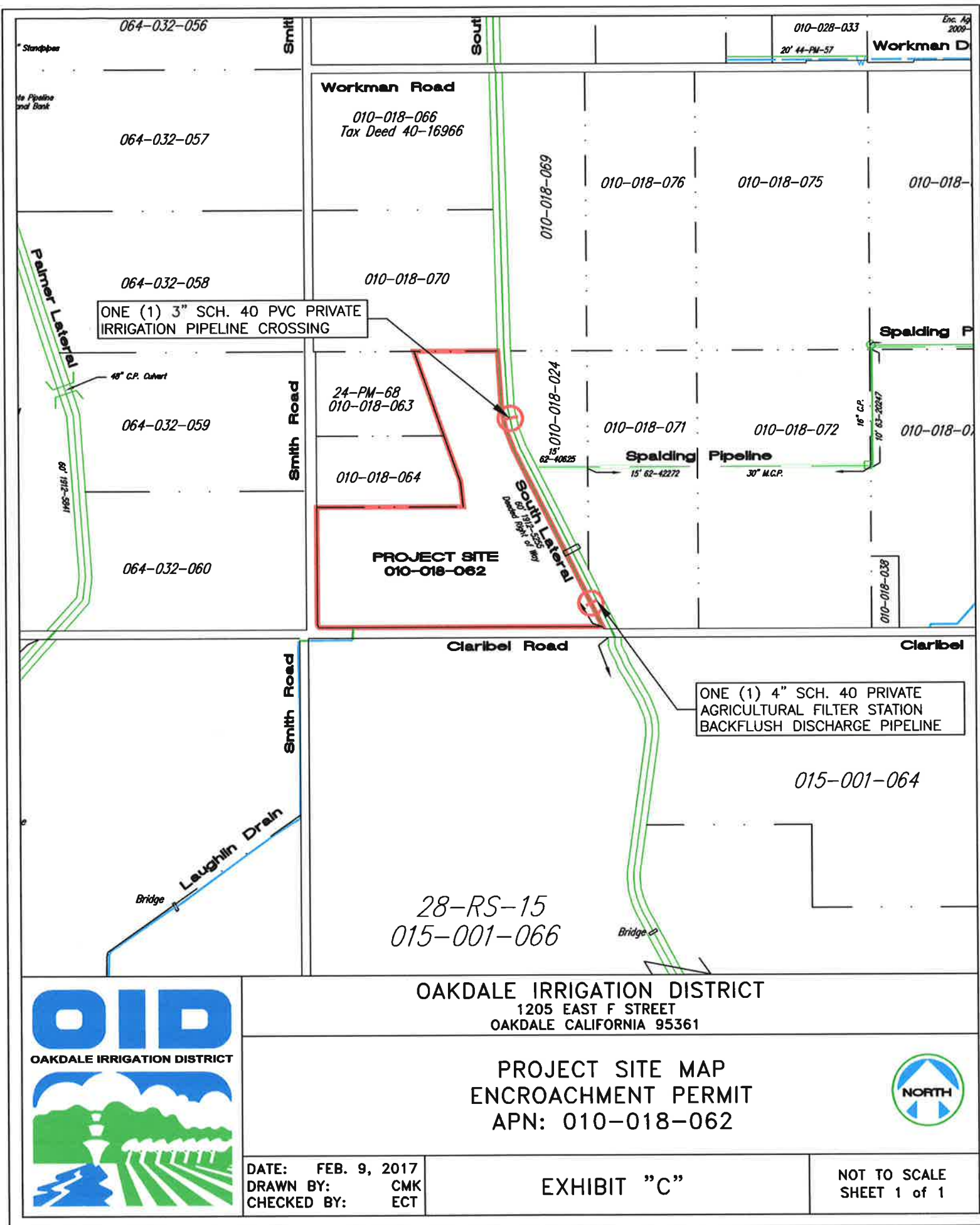
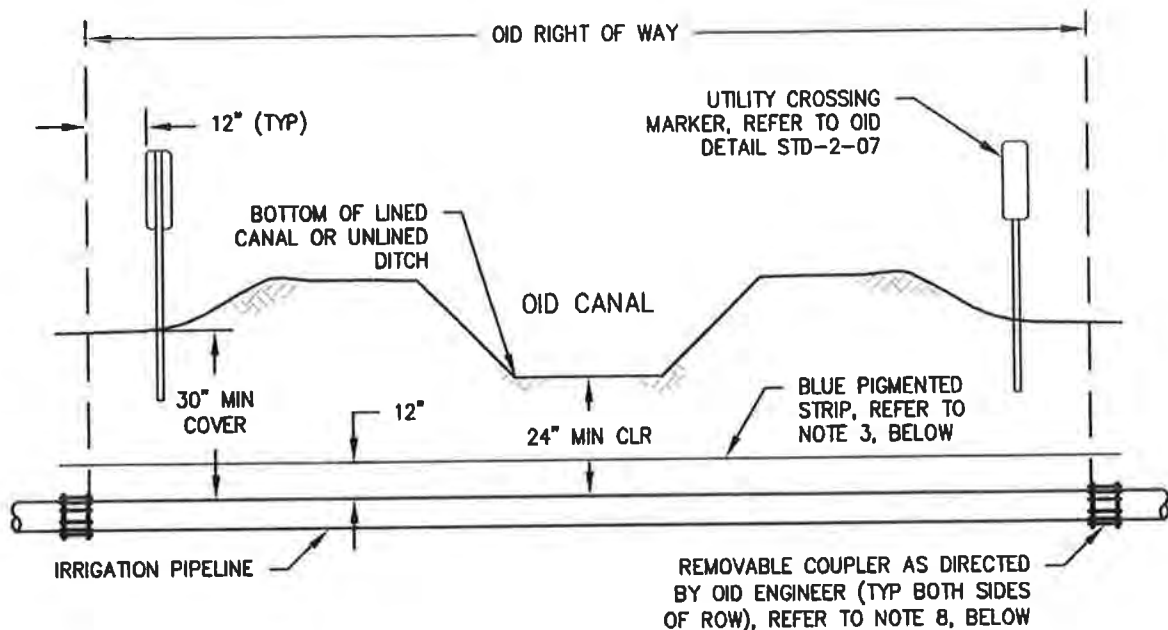




EXHIBIT D


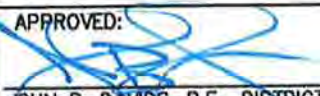
**OID STANDARD DETAILS: STD-2-01, STD-5-01
THREE (3) PAGES TOTAL, INCLUDING COVER SHEET**

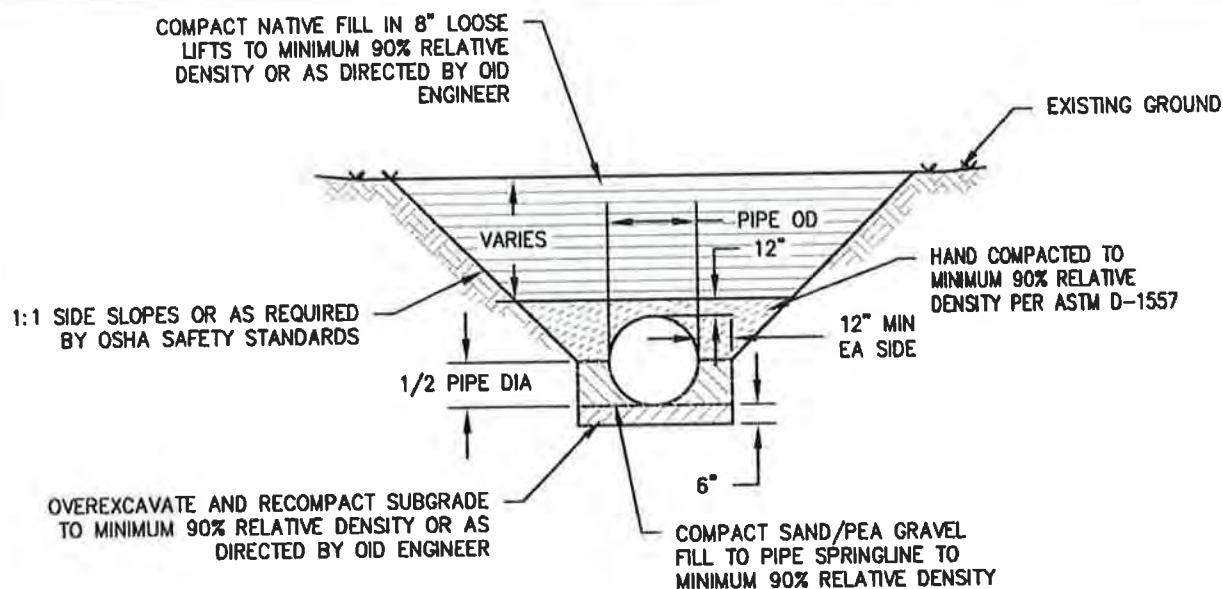


ELEVATION

CONSTRUCTION NOTES



1. THIS STANDARD APPLIES TO OPEN CUT CANAL SECTIONS AND IRRIGATION WATER PIPELINE CROSSINGS ONLY. THE OID ENGINEER RESERVES THE RIGHT TO DETERMINE THE APPLICATION OF THIS STANDARD.
2. THIS DRAWING IS INTENDED TO SHOW THE PIPELINE CANAL CROSSING DETAILS ONLY. ADDITIONAL VALVES AND APPURTENANCES MAY BE REQUIRED FOR PROPER SYSTEM DESIGN.
3. FOR IRRIGATION PIPELINES, PROVIDE A BLUE PIGMENTED WARNING STRIP PLACED ALONG THE CENTER AND 12 INCHES ABOVE THE TOP OF ANY PIPE.
4. IRRIGATION PIPELINE SHALL BE SEAMLESS WELDED STEEL PIPE (MINIMUM GAUGE 10, 0.135 INCH WALL THICKNESS), DUCTILE IRON (MINIMUM DIP CLASS 50), OR POLYVINYL CHLORIDE 100 PSI PIPE THROUGH THE ENTIRE OID RIGHT OF WAY. STEEL OR DIP PIPE SHALL BE COATED WITH 2 COATS OF BITUMINOUS MATERIAL WHERE BURIED. BITUMINOUS COATING SHALL BE ALLOWED TO DRY BEFORE BACKFILL. ALL JOINTS SHALL BE WATER TIGHT.
5. PIPE SHALL HAVE MINIMUM 30 INCHES OF COVER OVER TOP OF PIPE THROUGH CANAL BANKS AND OID RIGHT OF WAY AND MINIMUM 24 INCHES OF COVER UNDER CANAL INVERTS. IF PIPE IS ENCASED, CASING SHALL BE MINIMUM 10 GAUGE, WELDED STEEL PIPE.
6. BACKFILL AND SUBGRADES SHALL BE COMPACTED TO MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557, AND SHALL BE MANUALLY COMPACTED A MINIMUM DEPTH OF 12 INCHES OVER TOP OF PIPE OR AS DIRECTED BY OID ENGINEER. THE MAXIMUM LAYER THICKNESS SHALL BE 8 INCHES BEFORE COMPACTION. REFER TO OID DETAIL STD-5-01, TYPICAL PIPE TRENCH.
7. PIPE SHALL NOT BE ENCASED IN CONCRETE SLURRY UNLESS DIRECTED BY OID ENGINEER.
8. IF PIPE CHANGES SIZE OR MATERIAL UPON LEAVING OID RIGHT OF WAY, A REMOVABLE COUPLER SHALL BE INSTALLED. REMOVABLE COUPLER SHALL BE STEEL BODY GASKETED SLEEVE TYPE, DRESSER STYLE 38, OR APPROVED EQUIVALENT. ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL. AFTER INSTALLATION, ALL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4 MIL POLYETHYLENE SHEETING, AND SECURED WITH PVC TAPE.
9. FOR CONCRETE LINED CANALS, CONCRETE LINING SHALL BE SAW CUT AT CONTROL JOINTS ON EITHER SIDE OF PROPOSED PIPELINE ALIGNMENT AND LINING SHALL BE REMOVED PRIOR TO OPEN CUTTING CANAL. FOR REPLACEMENT OF CONCRETE LINING, REFER TO OID DETAIL STD-1-05 FOR COMPACTION AND LINING REQUIREMENTS.

 <small>Oakdale Irrigation District</small>	OAKDALE IRRIGATION DISTRICT APPROVED:  JOHN B. DAVIDS, P.E., DISTRICT ENGINEER	IRRIGATION PIPELINE CROSSING UNDER OID CANAL SCALE: NOT TO SCALE DATE: JANUARY 2012		STANDARD DETAIL STD-2-01 SHEET 1 OF 1
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CONSTRUCTION NOTES

1. BACKFILL AND SUBGRADES SHALL BE COMPACTED TO MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557 AND SHALL BE MANUALLY COMPACTED A MINIMUM DEPTH OF 12 INCHES OVER TOP OF PIPE OR AS DIRECTED BY OI D ENGINEER. THE MAXIMUM LAYER THICKNESS SHALL BE 8 INCHES BEFORE COMPACTION.
2. BACKFILL SHALL BE SELECT NATIVE MATERIAL, CONTAIN NO MATERIAL OVER 3 INCHES IN DIAMETER OR LENGTH, AND SHALL BE COMPACTED AGAINST UNDISTURBED EARTH. FILL MATERIAL SHALL CONTAIN NO SOD, BRUSH, ROOTS, OR OTHER ORGANIC OR OTHERWISE UNSUITABLE MATERIAL.
3. PIPELINE SHALL BE INSTALLED ACCORDING TO MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS. MINIMUM DEPTH OF COVER SHALL BE 30 INCHES OR AS DIRECTED BY OI D ENGINEER.
4. COMPACTION TESTS SHALL BE AT THE LANDOWNER OR DEVELOPER EXPENSE. ANY RETESTS SHALL BE PAID BY THE CONTRACTOR. FREQUENCY AND LOCATION OF THE TESTS SHALL BE AS DIRECTED BY OI D ENGINEER.
5. DEWATERING DUE TO HIGH GROUNDWATER OR CANAL SEEPAGE MAY BE REQUIRED. DEWATERING METHODS SHALL BE PRE-APPROVED BY OI D ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING.
6. TRENCH WIDTHS SHALL BE AS SHOWN UNLESS THE PIPELINE SIZE IS 4 INCHES OR SMALLER, WHERE THE TRENCH SHALL HAVE A 12 INCH MINIMUM WIDTH.
7. BEDDING, IF REQUIRED SHALL BE MINIMUM 4 INCHES AS DIRECTED BY OI D ENGINEER. BEDDING SHALL CONFORM TO THE SPECIFICATIONS BELOW. SOIL TYPES SHALL BE AS DETERMINED BY OI D ENGINEER.
 - A. ON SANDY SOIL (BEDDING & HAUNCHING):
NATIVE MATERIAL, IF SUITABLE, OR SAND AS DIRECTED BY OI D ENGINEER
 - B. ON CLAY SOIL (BEDDING & HAUNCHING):
SAND OR APPROVED NATIVE MATERIAL AS PRE-APPROVED BY OI D ENGINEER SHALL BE PLACED IN 8 INCH LIFTS
8. WATER PACKING OR JETTING SHALL ONLY BE USED ON SOILS PRE-APPROVED BY OI D ENGINEER. WHEN WATER PACKING OR JETTING IS USED, THE AMOUNT OF WATER SHALL BE CONTROLLED TO INSURE THAT POOLING OF EXCESS WATER DOES NOT OCCUR. THE WETTED FILL MUST BE ALLOWED TO REACH OPTIMUM MOISTURE AND THEN MECHANICALLY COMPACTED TO MEET MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557 BEFORE ADDITIONAL BACKFILLING IS DONE. CARE MUST BE EXERCISED TO PREVENT PIPE FLOTATION DURING WATER PACKING OR JETTING. MEASURES MUST BE PRE-APPROVED BY OI D ENGINEER. THIS ITEM DOES NOT APPLY TO PVC OR HDPE PIPELINES.

	OAKDALE IRRIGATION DISTRICT		TYPICAL PIPE TRENCH	
	APPROVED: 		SCALE: NOT TO SCALE	STANDARD DETAIL STD-5-01 SHEET 1 OF 1
	JOHN B. DAVIS, P.E., DISTRICT ENGINEER		DATE: JANUARY 2012	

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 14
APN: 062-004-028

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

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

A microirrigation system has been installed on the parcel noted above and a request to encroach upon the Town "E" Pipeline and Brady Pipeline was received. As part of the proposed agreement, one (1) 6" 100 PSI PIP PVC private irrigation pipeline will encroach upon and cross the Town "E" Pipeline and one (1) 4" Sch. 40 private agricultural filter station backflush discharge pipeline will encroach upon and cross the Brady Pipeline and discharge into the Town "E" Pipeline. An Encroachment Permit has been prepared for the encroachments noted above and an Agricultural Discharge Permit has been prepared for this backflush discharge pipeline. OJD staff has reviewed the project and recommends approval of this Encroachment Permit and Agricultural Discharge Permit.

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

ATTACHMENTS:

- Agricultural Discharge Permit
 - Encroachment Permit
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-004-028

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

THIS ENCROACHMENT PERMIT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and OAKDALE UNION ELEMENTARY SCHOOL DISTRICT, A NON-PROFIT CORPORATION, hereinafter referred to as "OWNER" sets forth Permits as follows:

W I T N E S S E T H:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on February 21, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the Town "E" Pipeline and Brady Pipeline right-of-way with encroachments as follows:

1. One (1) 6" 100 PSI PIP PVC private irrigation pipeline crossing the Town "E" Pipeline
2. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline crossing the Brady Pipeline and discharging into the Town "E" Pipeline

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT.

DISTRICT intends hereby to assent only to (a) an encroachment upon an

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

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

OAKDALE IRRIGATION DISTRICT
"DISTRICT"


Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



Larry Mendonca, Representative
Oakdale Union Elementary School District

2-15-17

Date

Mailing Address: 168 South 3rd Avenue
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On Feb. 15, 2017 before me Carla Lillie, Notary Public,
personally appeared Larry Mendonca

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On _____ before me _____, Notary Public,
personally appeared _____

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

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

WITNESS my hand and official seal

Signature

(Seal)

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

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

APN: 062-004-028

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

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

1. One (1) 6" 100 PSI PIP PVC private irrigation pipeline crossing the Town "E" Pipeline
2. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline crossing the Brady Pipeline and discharging into the Town "E" Pipeline

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All that portion of the THOMPSON RANCHO, described as follows;

BEGINNING at the quarter section corner common to Section 16 and 17, Township 2 South, Range 10 East, Mount Diablo Base and Meridian; thence North 18 degrees 30' West, a distance of 99.64 feet; thence North 49 degrees 52' 13" East, a distance of 709.36 feet; thence South 13 degrees 15' East, a distance of 366.10 feet; thence South 4 degrees 07' East, 2834.88 feet to the Northerly boundary of California State Highway; thence South 89 degrees 06' West along the Northerly boundary of California State Highway, 469.45 feet; thence North 7 degrees 06' West, 2660.00 feet to the point of beginning.

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situated in or under said property, as reserved in the Deed from Pacific Coast Joint Stock Land Bank of San Francisco, a corporation, recorded January 7, 1938 in Book 641 of Official Records, at Page 46, as Instrument No. 260.

ALSO EXCEPTING THEREFROM the Parcel described as follows:

COMMENCING at the quarter section corner between Sections 16 and 17, Township 2 South, Range 10 East, Mount Diablo Base and Meridian; thence South 7 degrees 06' East 1682.80 feet; thence North 85 degrees 55' 40" East 15.02 feet to the true point of beginning of beginning of the herein described property; thence North 85 degrees 55' 40" East 504.34 feet to a point on the West line of the property conveyed to Steve C. Sibley, et ux, by Deed dated December 12, 1947 and recorded January 5, 1948 in Book 922 of Official Records, at page 5, as Instrument No. 171; thence along said West line, South 4 degrees 07' East 10071.75 feet to the North line of State Highway from Oakdale to Riverbank; thence along said North line South 89 degrees 06' West 454.36 feet; thence North 7 degrees 06' West 978.04 feet to the point of beginning.

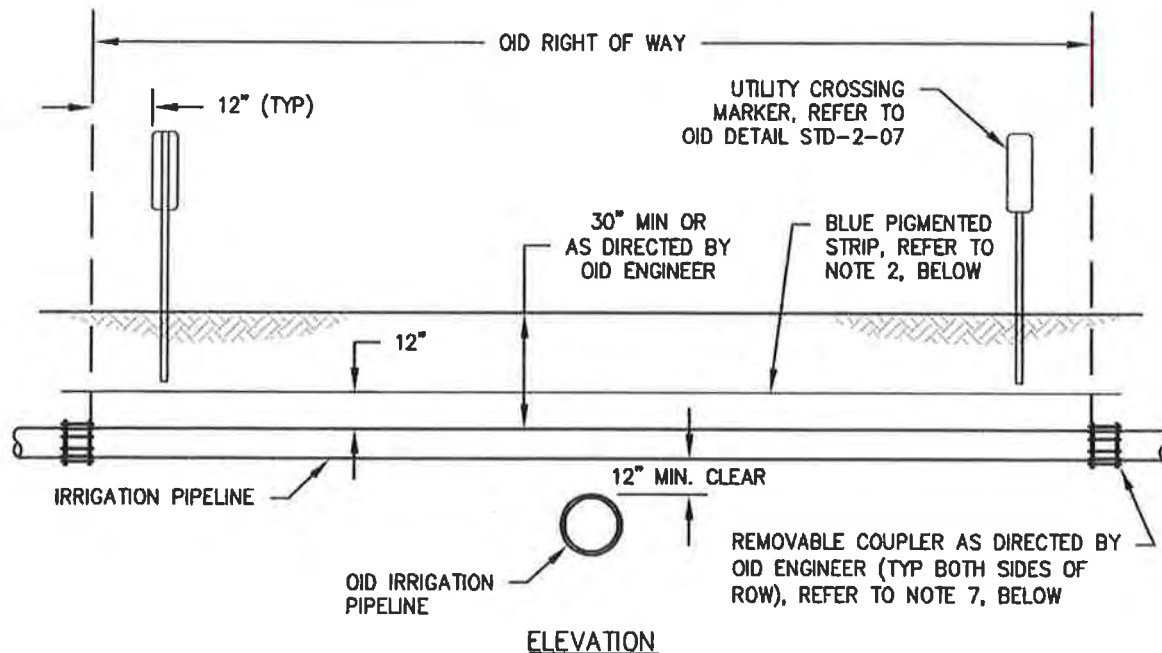
APN: 062-004-028

END OF DESCRIPTION





EXHIBIT D

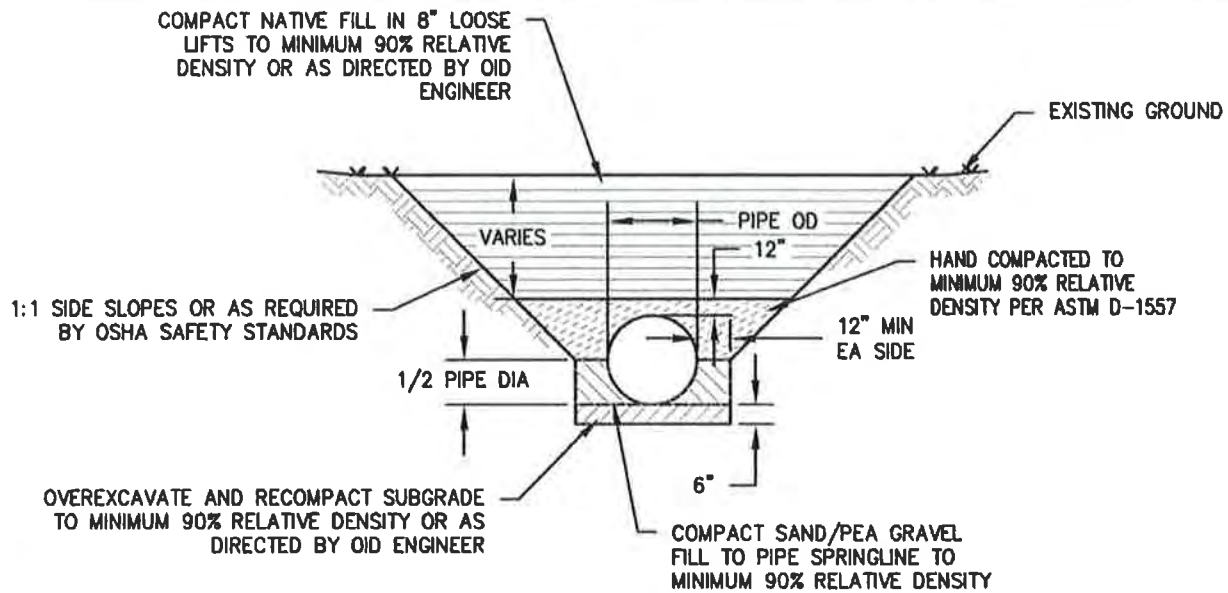
**OID STANDARD DETAILS: STD-2-05, STD-5-01
THREE (3) PAGES TOTAL, INCLUDING COVER SHEET**



CONSTRUCTION NOTES



1. MINIMUM DEPTHS SHOWN ARE REQUIRED WITHIN OID PROPERTY OR AN OID EXCLUSIVE EASEMENT. WHEN MINIMUM DEPTH AND CLEARANCES CANNOT BE MAINTAINED, BORING UNDER OID PIPELINE SHALL BE REQUIRED IN ACCORDANCE WITH OID DETAIL STD-2-04. IN NON-OID RIGHTS OF WAY, MINIMUM COVER SHALL BE DETERMINED BY THE CONTROLLING AGENCY (MINIMUM CLEARANCES SHALL REMAIN IN EFFECT).
2. WHERE DEPTH OF AN OID PIPELINE IS UNKNOWN, IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE THE PIPELINE. ONLY HAND AUGURING SHALL BE PERMITTED.
3. THIS STANDARD APPLIES TO IRRIGATION WATER PIPELINE CROSSINGS ONLY. WHEN CARRIER PIPE TRANSPORTS SEWAGE OR TOXIC SUBSTANCES, OID DETAIL STD-2-06 SHALL BE USED. THE OID ENGINEER RESERVES THE RIGHT TO DETERMINE THE APPLICATION OF THIS STANDARD.
4. FOR IRRIGATION PIPELINES, PROVIDE BLUE PIGMENTED WARNING STRIP PLACED ALONG THE CENTER AND 12 INCHES ABOVE THE TOP OF ANY PIPE, WITHIN OID RIGHT OF WAY.
5. UTILITY CROSSING MARKERS SHALL BE PLACED AS SHOWN ON OID DETAIL STD-2-07, UTILITY CROSSING MARKER.
6. CLEARANCES AND MINIMUM DIMENSIONS AS SHOWN MEASURED FROM THE WIDEST POINT ON THE PIPE SUCH AS BELLS OR COUPLERS.
7. IF PIPE CHANGES SIZE OR MATERIAL UPON LEAVING OID RIGHT OF WAY, A REMOVABLE COUPLER SHALL BE INSTALLED. REMOVABLE COUPLER SHALL BE STEEL BODY GASKETED SLEEVE TYPE, DRESSER STYLE 38, OR APPROVED EQUIVALENT. ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL. AFTER INSTALLATION, ALL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4 MIL POLYETHYLENE SHEETING, AND SECURED WITH PVC TAPE.
8. IRRIGATION PIPELINE SHALL BE SEAMLESS WELDED STEEL PIPE (MINIMUM GAUGE 10, 0.135 INCH WALL THICKNESS), DUCTILE IRON (MINIMUM DIP CLASS 50), OR POLYVINYL CHLORIDE 100 PSI PIPE THROUGH THE ENTIRE OID RIGHT OF WAY. STEEL OR DIP PIPE SHALL BE COATED WITH 2 COATS OF BITUMINOUS MATERIAL WHERE BURIED. BITUMINOUS COATING SHALL BE ALLOWED TO DRY BEFORE BACKFILL. ALL JOINTS SHALL BE WATER TIGHT.
9. BACKFILL AND SUBGRADES SHALL BE COMPACTED TO MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557, AND SHALL BE MANUALLY COMPACTED A MINIMUM DEPTH OF 12 INCHES OVER TOP OF PIPE OR AS DIRECTED BY OID ENGINEER. THE MAXIMUM LAYER THICKNESS SHALL BE 8 INCHES BEFORE COMPACTION. REFER TO OID DETAIL STD-5-01, TYPICAL PIPE TRENCH.
10. PIPE SHALL NOT BE ENCASED IN CONCRETE SLURRY UNLESS DIRECTED BY OID ENGINEER.

	OAKDALE IRRIGATION DISTRICT		IRRIGATION PIPELINE CROSSING OVER OID PIPELINE	
	APPROVED: 		SCALE: NOT TO SCALE	STANDARD DETAIL STD-2-05 SHEET 1 OF 1
	JOHN B. DAVIDS, P.E., DISTRICT ENGINEER		DATE: JANUARY 2012	



CONSTRUCTION NOTES

1. BACKFILL AND SUBGRADES SHALL BE COMPACTED TO MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557 AND SHALL BE MANUALLY COMPACTED A MINIMUM DEPTH OF 12 INCHES OVER TOP OF PIPE OR AS DIRECTED BY OID ENGINEER. THE MAXIMUM LAYER THICKNESS SHALL BE 8 INCHES BEFORE COMPACTION.
2. BACKFILL SHALL BE SELECT NATIVE MATERIAL, CONTAIN NO MATERIAL OVER 3 INCHES IN DIAMETER OR LENGTH, AND SHALL BE COMPACTED AGAINST UNDISTURBED EARTH. FILL MATERIAL SHALL CONTAIN NO SOD, BRUSH, ROOTS, OR OTHER ORGANIC OR OTHERWISE UNSUITABLE MATERIAL.
3. PIPELINE SHALL BE INSTALLED ACCORDING TO MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS. MINIMUM DEPTH OF COVER SHALL BE 30 INCHES OR AS DIRECTED BY OID ENGINEER.
4. COMPACTION TESTS SHALL BE AT THE LANDOWNER OR DEVELOPER EXPENSE. ANY RETESTS SHALL BE PAID BY THE CONTRACTOR. FREQUENCY AND LOCATION OF THE TESTS SHALL BE AS DIRECTED BY OID ENGINEER.
5. DEWATERING DUE TO HIGH GROUNDWATER OR CANAL SEEPAGE MAY BE REQUIRED. DEWATERING METHODS SHALL BE PRE-APPROVED BY OID ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING.
6. TRENCH WIDTHS SHALL BE AS SHOWN UNLESS THE PIPELINE SIZE IS 4 INCHES OR SMALLER, WHERE THE TRENCH SHALL HAVE A 12 INCH MINIMUM WIDTH.
7. BEDDING, IF REQUIRED SHALL BE MINIMUM 4 INCHES AS DIRECTED BY OID ENGINEER. BEDDING SHALL CONFORM TO THE SPECIFICATIONS BELOW. SOIL TYPES SHALL BE AS DETERMINED BY OID ENGINEER.
 - A. ON SANDY SOIL (BEDDING & HAUNCHING):
NATIVE MATERIAL, IF SUITABLE, OR SAND AS DIRECTED BY OID ENGINEER
 - B. ON CLAY SOIL (BEDDING & HAUNCHING):
SAND OR APPROVED NATIVE MATERIAL AS PRE-APPROVED BY OID ENGINEER SHALL BE PLACED IN 8 INCH LIFTS
8. WATER PACKING OR JETTING SHALL ONLY BE USED ON SOILS PRE-APPROVED BY OID ENGINEER. WHEN WATER PACKING OR JETTING IS USED, THE AMOUNT OF WATER SHALL BE CONTROLLED TO INSURE THAT POOLING OF EXCESS WATER DOES NOT OCCUR. THE WETTED FILL MUST BE ALLOWED TO REACH OPTIMUM MOISTURE AND THEN MECHANICALLY COMPACTED TO MEET MINIMUM 90% RELATIVE DENSITY PER ASTM D-1557 BEFORE ADDITIONAL BACKFILLING IS DONE. CARE MUST BE EXERCISED TO PREVENT PIPE FLOTATION DURING WATER PACKING OR JETTING. MEASURES MUST BE PRE-APPROVED BY OID ENGINEER. THIS ITEM DOES NOT APPLY TO PVC OR HDPE PIPELINES.

	<p>OAKDALE IRRIGATION DISTRICT</p> <p>APPROVED: </p> <p>JOHN B. DAVIS, P.E., DISTRICT ENGINEER</p>	<p>TYPICAL PIPE TRENCH</p> <p>SCALE: NOT TO SCALE</p> <p>DATE: JANUARY 2012</p>	<p>STANDARD DETAIL</p> <p>STD-5-01</p> <p>SHEET 1 OF 1</p>

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-004-028

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

THIS AGRICULTURAL DISCHARGE PERMIT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and OAKDALE UNION ELEMENTARY SCHOOL DISTRICT, A NON-PROFIT CORPORATION, hereinafter referred to as "OWNER" sets forth Permits as follows:

W I T N E S S E T H:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Agricultural Discharge Permit on February 21, 2017 as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

WHEREAS, OWNER has title to the Subject Property and wishes to convey Agricultural Discharge from OWNER'S Property into the TOWN "E" PIPELINE from one (1) 4" PRIVATE AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE and requests that DISTRICT grant permission to release said Agricultural Discharge as needed, subject to the terms and conditions of this AGRICULTURAL DISCHARGE PERMIT.

WHEREAS, OWNER has been granted an Encroachment Permit for their private Agricultural Discharge Facilities crossing DISTRICT'S easements, rights of way and fee-owned lands and said Encroachment Permit has been recorded.

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

I. **Definitions**

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



Larry Mendonca, Representative
Oakdale Union Elementary School District

2-15-17

Date

Mailing Address: 168 S. 3rd Avenue
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On Feb. 15, 2017 before me Carla Lillie, Notary Public,
personally appeared Larry Mendonca

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On _____ before me _____, Notary Public,
personally appeared _____

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

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

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

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

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

APN: 062-004-028

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

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

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

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All that portion of the THOMPSON RANCHO, described as follows;

BEGINNING at the quarter section corner common to Section 16 and 17, Township 2 South, Range 10 East, Mount Diablo Base and Meridian; thence North 18 degrees 30' West, a distance of 99.64 feet; thence North 49 degrees 52' 13" East, a distance of 709.36 feet; thence South 13 degrees 15' East, a distance of 366.10 feet; thence South 4 degrees 07' East, 2834.88 feet to the Northerly boundary of California State Highway; thence South 89 degrees 06' West along the Northerly boundary of California State Highway, 469.45 feet; thence North 7 degrees 06' West, 2660.00 feet to the point of beginning.

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situated in or under said property, as reserved in the Deed from Pacific Coast Joint Stock Land Bank of San Francisco, a corporation, recorded January 7, 1938 in Book 641 of Official Records, at Page 46, as Instrument No. 260.

ALSO EXCEPTING THEREFROM the Parcel described as follows:

COMMENCING at the quarter section corner between Sections 16 and 17, Township 2 South, Range 10 East, Mount Diablo Base and Meridian; thence South 7 degrees 06' East 1682.80 feet; thence North 85 degrees 55' 40" East 15.02 feet to the true point of beginning of beginning of the herein described property; thence North 85 degrees 55' 40" East 504.34 feet to a point on the West line of the property conveyed to Steve C. Sibley, et ux, by Deed dated December 12, 1947 and recorded January 5, 1948 in Book 922 of Official Records, at page 5, as Instrument No. 171; thence along said West line, South 4 degrees 07' East 10071.75 feet to the North line of State Highway from Oakdale to Riverbank; thence along said North line South 89 degrees 06' West 454.36 feet; thence North 7 degrees 06' West 978.04 feet to the point of beginning.

APN: 062-004-028

End of Description

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 15
APN: 063-028-024

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

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Annual Discharge Agreements are required to permit the owner of the parcel noted above to discharge water from the property into the OID Riverbank Lateral. The recommended 2017 Discharge Agreement fee, a total of \$1,879.50, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the discharge all year. Staff recommends approval of the attached 2017 Agreement as drafted.

FISCAL IMPACT: Sconza Annual Discharge Fee = \$1,879.50 (OID Income)

ATTACHMENTS:

- Discharge Agreement with Sconza Candy Company
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
DISCHARGE AGREEMENT
WITH
SCONZA CANDY COMPANY**

This Agreement is made and entered into as of the 21st day of February, 2017, by and between Oakdale Irrigation District ("DISTRICT") and Sconza Candy Company ("SCONZA").

W I T N E S S E T H

RECITALS:

- A. Whereas DISTRICT is an irrigation DISTRICT organized and existing under the laws of the State of California.
- B. Whereas SCONZA is a lawfully registered corporation, doing business in California, owning and operating a food processing plant located in or near Oakdale, California.
- C. Whereas, as part of the Irrigation System, DISTRICT owns and operates an irrigation conduit, commonly known as the "Riverbank Lateral."
- D. Whereas, SCONZA maintains an outfall from its existing plant to the Irrigation System and wishes to release the Discharge it generates from its operations into the Irrigation System.
- E. Whereas, SCONZA has obtained a National Pollutant Discharge Elimination System Permit ("NPDES") under which it is permitted to discharge Discharge into the Irrigation System.
- F. Whereas, SCONZA requests that DISTRICT grant permission to release said Discharge on a year round continuous basis, subject to the terms and conditions of this Agreement.
- G. Whereas, DISTRICT is agreeable to continuing to accept Discharge from the SCONZA plant into its Irrigation System, provided that:
 - 1. Certain restrictions are met concerning the timing, location, quality, and quantity of Discharge released as set forth in this Agreement;
 - 2. SCONZA compensates DISTRICT, in the form of annual fee, to cover the costs incurred by DISTRICT in connection with the release of Discharge by SCONZA into the Irrigation System, as provided in this Agreement.

NOW THEREFORE IT IS AGREED by and between DISTRICT and SCONZA as follows:

I. Definitions

- A. "Irrigation System" shall mean the water distribution system consisting of dams, canals, pipelines, ditches, weirs and appurtenant facilities for the transportation, control and distribution of irrigation water that the DISTRICT owns, maintains and operates.
- B. "Discharge" shall be defined as water from SCONZA'S processing plant, excluding sewage from SCONZA'S operation(s).
- C. "Emergency Circumstances" shall mean a situation when it is necessary to act to prevent imminent and substantial harm to persons or damage to property.
- D. "Hazardous Materials" shall mean any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, or hazardous substance as those terms may now or in the future defined by any applicable federal, state or local statute, ordinance or regulation promulgated by any governmental body or agency.

II. Flow

Subject to full compliance with the following conditions and limitations, SCONZA may pump and/or allow the Discharge to flow into the Riverbank Lateral at a point approximately nine hundred (900) feet east of the centerline of the previous Southern Pacific Railroad property, at a point in the Riverbank Lateral in the SW ¼ of the NW ¼ of Section 23, T.2 S., R. 10 E., M.D.B.&M., in Stanislaus County, California.

- 1. Except as provided in this Agreement, SCONZA may not release Discharge into any DISTRICT Facility other than the Riverbank Lateral.
- 2. The rate of flow of said Discharge into the Irrigation System shall not exceed 4000 gallons per minute, nor be less than 400 gallons per minute, and will be maintained as nearly as operationally practical at a constant flow of approximately 1200 gallons per minute, with a minimum amount of fluctuation unless at least twenty-four (24) hours advance notice is given to the DISTRICT by SCONZA specifying the rate and duration of flow. SCONZA shall reduce its rate of flow of said Discharge upon telephonic request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that the flow may exceed the capacity of the Irrigation System, taking into consideration the amount of water already in, or about to be in, the Irrigation System.

3. SCONZA shall use its best efforts to notify the on-duty ditchtender of DISTRICT at 209-847-0341 within one (1) hour of any change in plant operations or discharges which result in cessation of flows discharging into the Irrigation System, and shall use its best efforts to notify the on-duty ditchtender of DISTRICT one (1) hour prior to commencement of discharges into the Irrigation System.
4. The right of DISTRICT to control the flow of SCONZA'S Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.

III. Water Quality

1. SCONZA shall at all times maintain a NPDES permit pertaining to all Discharge released into the Irrigation System pursuant to this Agreement. SCONZA shall provide a copy of its NPDES permit to DISTRICT and shall promptly provide DISTRICT with a copy of any governmental notice pertaining to the enforcement, revision, or revocation of said permit.
2. SCONZA shall take whatever actions are necessary to insure that the Discharge released into the Irrigation System meets with the applicable NPDES permit standards at the Discharge point in the Irrigation System. The qualities of the Discharge shall not be dependent on any preexisting flow in the Irrigation System.
3. SCONZA shall not release any Discharge into the Irrigation System that:
 - a. is not in conformity with the applicable NPDES permit applicable to the release of the Discharge;
 - b. would cause the DISTRICT to fail to meet water quality standards that are now or may be imposed upon DISTRICT'S Irrigation System by any federal, state, regional, or local governmental agency; or
 - c. would cause the DISTRICT to fail to meet water quality standards hereafter established by the DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.
4. If the Discharge released by SCONZA into the Irrigation System causes or threatens to cause significant degradation of the quality of water in the Irrigation System or downstream, the DISTRICT may require that SCONZA immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of the DISTRICT or interested governmental agency.

Should any court or governmental agency order, by way of a final nonappealable order, that the release of SCONZA'S Discharge be restricted or be treated before being released into the Irrigation System, DISTRICT shall have the right to unilaterally amend this Agreement to require SCONZA to conform to such order at SCONZA'S sole expense.

5. SCONZA shall not discharge any Hazardous Material into the Irrigation System. SCONZA shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the Irrigation System at its own expense, to the satisfaction of DISTRICT and any interested governmental agency.
6. SCONZA shall be responsible for the quality of the Discharge released into the Irrigation System and shall insure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by SCONZA that does not comply with the requirements of this Agreement shall be solely the responsibility of SCONZA.

IV. **Monitoring**

1. SCONZA shall furnish DISTRICT, without cost, copies of any and all analyses or recorded water quality testing of the Discharge to be discharged pursuant to this Agreement or in compliance with SCONZA'S NPDES permit requirements.
2. DISTRICT shall have the right, but not the obligation, after reasonable prior written notice to SCONZA, to enter upon the property of SCONZA for the purpose of obtaining samples of the Discharge being released to the Irrigation System.
3. SCONZA shall have in place a regulating valve or valves at the inlet and termination of its Discharge lines. SCONZA shall have a flow meter at its outlet into the Irrigation System. Construction, installation, reconstruction, modification, and repair of the Discharge lines, regulating valves and flow meter shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Specifications.

V. **Warranties**

1. DISTRICT does not warrant that there will be any preexisting flow in the Irrigation System at any time.
2. DISTRICT does not warrant that DISTRICT owns all the lands upon which the Irrigation System is located in fee title. DISTRICT does not warrant

that DISTRICT has the authority to grant access to SCONZA across any property not owned in fee title by DISTRICT. DISTRICT shall promptly notify SCONZA of any issues regarding property use or access relating to this Agreement.

3. DISTRICT does not warrant that the alignment and condition of the Irrigation System, including the Riverbank Lateral, will not change. The DISTRICT in its sole discretion may decide to move, pipe, underground, realign or reconstruct the Riverbank Lateral after one hundred eighty (180) days notice to SCONZA, except in an Emergency Circumstance. SCONZA shall bear all direct and indirect costs or expenses of relocating its conveyance and outlet works in such event.
4. SCONZA warrants that the Discharge into DISTRICT Irrigation system pursuant to this Agreement shall comply at all times with the quality standards as set by any federal, state, regional, or local governmental agency.

VI. Maintenance and Operations

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Riverbank Lateral or its Irrigation System connected thereto, DISTRICT may require that SCONZA cease any and all discharge into the Riverbank Lateral until such time as DISTRICT informs SCONZA that such maintenance and reconstruction work is completed. During such times, SCONZA shall be permitted to release Discharge into District's Crane Lateral via a temporary conveyance facility installed at the sole expense of SCONZA. The construction, installation, operation, maintenance and use of such conveyance facility by SCONZA shall comply in all aspects with all of the provisions of this Agreement, and DISTRICT shall have the same rights of access as provided in Section IV of this Agreement. DISTRICT shall use its best efforts to avoid or minimize any disruption of SCONZA'S plant operations during such maintenance and reconstruction work.
2. Except in Emergency Circumstances, DISTRICT shall provide to SCONZA at least thirty (30) days advance notice of any work that will require SCONZA to release Discharge into the Crane Lateral.
3. The maintenance, operation and repair of any facility constructed or owned by SCONZA for the purpose of releasing Discharge into the Irrigation System pursuant to this Agreement shall be the responsibility of SCONZA, excluding any such work required to correct damage caused by the negligent act or failure to act by DISTRICT. SCONZA shall provide DISTRICT with five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require SCONZA to repair

or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT'S use of the Irrigation System. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at SCONZA'S expense. The DISTRICT shall in no way be obligated to move, repair, and/or replace such works of SCONZA in the event of a realignment, reconstruction, or piping of the Irrigation System.

VII. Use of Irrigation System

1. SCONZA'S rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Irrigation System or of any other facilities or property of DISTRICT. Any use made by SCONZA of the Irrigation System pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Irrigation System. SCONZA'S use of the Irrigation System is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Irrigation System.
2. DISTRICT, in Emergency Circumstances, may require SCONZA to reduce said Discharge to a rate established by DISTRICT if the release of Discharge by SCONZA pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT'S use of the Irrigation System.
3. This Agreement only creates the ability of SCONZA to use DISTRICT'S Irrigation System for a limited purpose and under limited conditions. It does not create any equitable interest in DISTRICT'S Irrigation System, or an easement, nor does it convey to SCONZA any right, title or interest in or to any property or facility of DISTRICT. SCONZA shall make no other use of the Irrigation System other than as expressly provided in this Agreement.
4. Except as already exists, or as herein expressly permitted, SCONZA shall not place or permit to be placed on, in, across or through DISTRICT right-of-way for its Irrigation System any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Irrigation System and rights-of-way.
5. Upon termination of this Agreement for any cause, DISTRICT may prevent further Discharge from flowing in the Irrigation System either by requiring that SCONZA close the valves owned by SCONZA or by requiring SCONZA to physically remove or seal off their facilities where they enter the Irrigation System and/or the DISTRICT'S easements or rights-of-way.

SCONZA shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of SCONZA'S facilities.

VIII. Defense, Indemnification, Liability and Damages

1. Except for occurrences which are due to the sole negligence or intentional act of DISTRICT, SCONZA shall defend and indemnify DISTRICT, its Directors, officers, employees and agents, for all costs, damages, penalties and fees of any kind from claims, complaints or causes of action for illness, death, personal injury, property or environmental claims, including attorneys fees incurred in a judicial or administrative proceeding, where such claim, complaint or cause of action arises solely out of the release of SCONZA'S Discharge into the Irrigation System by SCONZA. This obligation shall survive the termination of this Agreement.
2. Should the DISTRICT'S Irrigation System or the natural drainage streams, channels or rivers, or the drains and channels of others, into which the Irrigation System flows, be, for any reason beyond their reasonable control, incapable of handling the Discharge flows produced and generated by SCONZA through no fault of DISTRICT, then DISTRICT shall incur no liability to SCONZA.
3. Should the DISTRICT require cessation of SCONZA'S Discharge due to Emergency Circumstances beyond the control of DISTRICT, then DISTRICT shall incur no liability to SCONZA.
4. Should it become necessary to reduce or terminate the discharge of Discharge by SCONZA into the Irrigation System due to any governmental, administrative, regulatory or court action, then DISTRICT shall incur no liability to SCONZA.

IX. Payment

As consideration for DISTRICT'S consent to release its Discharge into DISTRICT'S facilities, SCONZA agrees that:

1. "Retainer" is calculated using 1.25 Agricultural Water hours per week over a 52 week period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to an annual fee of \$1,879.50 for 2017.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.

3. This agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

1. Subject to DISTRICT'S right to suspend release of Discharge under Paragraph 4 of Article III, above, if after thirty (30) days written notice by DISTRICT to SCONZA of a release of Discharge into the Irrigation System which is contrary to the terms and conditions identified or referred to in Section III, and if such condition which caused such release has not been substantially corrected by SCONZA, then DISTRICT, after public meeting noticed by agenda with specific prior notice being given to SCONZA, shall be free to terminate this Agreement. Should DISTRICT terminate this Agreement pursuant to this paragraph, SCONZA shall continue to defend and indemnify DISTRICT in accordance with Section VIII herein with regard to liability or causes of action resulting from the performance of this Agreement.
2. For any other breach of this Agreement not covered in Sections II and III, the parties shall give thirty (30) days written notice to the other of any breach and provide the other with the ability to cure the breach. If such breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Agreement.
3. Upon termination of this Agreement, SCONZA shall be responsible for removing all of its facilities used to release Discharge into the Irrigation System that are within the property of the DISTRICT (easement or fee title) known commonly as the Riverbank Lateral and/or Crane Pipeline. If SCONZA does not remove these facilities promptly, then DISTRICT shall remove the facilities and SCONZA shall reimburse DISTRICT for all costs incurred.

XI. Assignment

This Agreement shall be assignable by SCONZA, either in whole or in part, to a subsidiary or affiliate of SCONZA. Any other assignment requires the prior written consent of the DISTRICT.

XII. Term

This Agreement shall continue in force and effect for a period of one (1) year unless it is terminated in accordance with the provisions of Section X of this Agreement. Negotiations to renew the Agreement must be initiated at least three (3) months prior to expiration. In the event that neither party initiates negotiations three (3) months prior to

termination of this Agreement, the current conditions of this Agreement shall remain in effect for at least three (3) months once notification of the intent to renegotiate is made in writing. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. Miscellaneous Provisions

1. All required written notices hereunder shall be conveyed via registered mail as follows:

W. Eric McDonald, Director
Facilities and Maintenance
Sconza Candy Company
1400 Yosemite Avenue
Oakdale, CA 95361

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

All notices shall be effective when deposited with the United States Post Office, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. For notice purposes, each party agrees to keep the other informed at all times of their current address.

2. This Agreement fully incorporates the agreements and understandings of SCONZA with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, agreements (including the Interim Agreement) and other communications between SCONZA and DISTRICT are superseded by this Agreement. The parties have read and fully understand the terms of this Agreement and have had the opportunity to be advised by an attorney with respect to this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.
3. This Agreement has been negotiated and executed in the State of California. If there is a lawsuit, SCONZA agrees to submit to the jurisdiction of the courts of Stanislaus County, State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. The words "SCONZA" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Agreement in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.
5. The parties shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Agreement shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent by that party in any instance shall not constitute continuing consent.

SCONZA CANDY COMPANY

W. Eric McDonald, Director
Facilities and Maintenance

(Date)

OAKDALE IRRIGATION DISTRICT

Steve Knell, P.E.
General Manager

(Date)

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 16
APN: 062-010-026

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

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Langworth Pipeline. The recommended 2017 Storm Drainage Agreement fee, a total of \$282.50, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2017 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$282.50 (OID Income)

ATTACHMENTS:

- Storm Drainage Agreement with Gordon Braker Plumbing Contractor, Inc.
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-010-026

STORM DRAINAGE AGREEMENT ON THE LANGWORTH PIPELINE

THIS STORM DRAINAGE AGREEMENT executed this TWENTY-FIRST day of FEBRUARY, 2017 by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and GORDON BRAKER PLUMBING CONTRACTOR INC., hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Storm Drainage Agreement on February 21, 2017.

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

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

WHEREAS, OWNER has title to the Subject Property and wishes to continue to utilize an outfall from OWNER'S facilities for Storm Drainage Discharge and requests that DISTRICT grant permission to release said discharge as needed, subject to the terms and conditions of this STORM DRAINAGE AGREEMENT.

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

I. **Definitions**

- A. "Conveyances" shall mean the water distribution system consisting of conduits and appurtenant facilities for the transportation, control and distribution of irrigation water that DISTRICT owns, maintains and operates.
- B. "Discharge" shall be defined as storm water, excluding sewage, from OWNER operation(s).
- C. "Emergency Circumstances" shall mean a situation when it is necessary to act to prevent imminent and substantial harm to persons or damage to property.
- D. "Hazardous Materials" shall mean any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, or hazardous substance as those terms may now, or in the future, be defined by any applicable federal, state or local statute, ordinance or regulation promulgated by any governmental body or agency.

II. **Flow**

Subject to full compliance with the following conditions and limitations, OWNER shall pump and/or allow the Discharge to flow into the Langworth Pipeline, situated on the Subject Property, in Stanislaus County, California.

- 1. Except as provided in this Discharge Agreement, OWNER may not release Discharge into any CONVEYANCES other than the above described DISTRICT facility.
- 2. The rate of flow of said Discharge into the Conveyances shall not exceed 280 gpm. OWNER shall provide DISTRICT with any and all applicable pump curves. OWNER shall reduce its rate of flow of said Discharge upon telephonic request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that the flow may exceed the capacity of said DISTRICT facility, taking into consideration the amount of water already in, or about to be in, said Conveyances. DISTRICT use of conduits shall take precedence.
- 3. The right of DISTRICT to control the flow of OWNER Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.
- 4. OWNER shall have in place a regulating valve(s) at the inlet and/or termination of its Discharge lines (within the limits of DISTRICT easement). Construction, installation, reconstruction, modification, and

repair of the Discharge lines and regulating valve(s) shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Standards and Specifications, at OWNER's sole expense. The regulating valve(s) shall be secured by lock and key to which only OWNER and DISTRICT have access. Under non-emergency circumstances, DISTRICT shall not close the regulating value(s) until after it has given notice to OWNER that it intends to do so.

III. **Water Quality**

1. OWNER shall not release any Discharge into any CONVEYANCES that would cause DISTRICT to fail to meet water quality standards that are now or may be imposed upon DISTRICT'S CONVEYANCES by any federal, state, regional, or local regulatory agency; or would cause DISTRICT to fail to meet water quality standards hereafter established by DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.
2. OWNER shall take whatever actions are necessary or required by Stanislaus County to ensure that the Discharge released into the Conveyances meets with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program at the Discharge point in the Conveyances.
3. OWNER shall not release any Discharge into the Conveyances that is not in conformity with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program applicable to the release of the Discharge.
4. If the Discharge released by OWNER into the Conveyances causes or threatens to cause significant degradation of the quality of water in the Conveyances or downstream, the DISTRICT may require that OWNER immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of DISTRICT or interested governmental agency. Should any court or governmental agency order, by way of a final non-appealable order, that the release of OWNER Discharge be restricted or be treated before being released into the Conveyances, DISTRICT shall have the right to unilaterally amend this Agreement to require OWNER to conform to such order at OWNER's sole expense.
5. OWNER shall not discharge any Hazardous Material into the Conveyances. OWNER shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the Conveyances at OWNER's sole expense, to the satisfaction of DISTRICT and any interested governmental agency.

6. OWNER shall be responsible for the quality of the Discharge released into the Conveyances and shall ensure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by OWNER that does not comply with the requirements of this Agreement shall be solely the responsibility of OWNER.
7. OWNER warrants that the Discharge into DISTRICT Conveyances pursuant to this Agreement shall comply at all times with the quality standards of any federal, state, regional, or local governmental agency.

IV. **Monitoring**

1. OWNER shall furnish DISTRICT, without cost, copies of any and all analyses or recorded water quality testing of the Discharge to be discharged pursuant to this Agreement.
2. DISTRICT shall have the right, but not the obligation, after reasonable prior written notice to OWNER, to enter upon the property of OWNER for the purpose of obtaining samples of the Discharge being released to the Conveyances.

V. **Warranties**

1. DISTRICT does not warrant that there will be any preexisting flow or capacity in the Conveyances at any time. OWNER shall acquire no right to water within the Conveyances by this agreement.
2. DISTRICT shall promptly notify OWNER of any issues regarding property use or access relating to this Agreement.
3. DISTRICT does not warrant that the alignment and condition of the Conveyances, including the Langworth Pipeline, will not change. DISTRICT in its sole discretion may decide to move, pipe, underground, realign or reconstruct the Langworth Pipeline. OWNER shall bear all direct and indirect costs or expenses of relocating its conveyance and outlet works in such event.

VI. **Maintenance and Operations**

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Langworth Pipeline or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.

2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.
3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the Conveyances pursuant to this Agreement shall be the responsibility of OWNER. Other than in the case of emergency, OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities, however there is no notice required for routine maintenance, cleaning of basin and sump or testing of pumps for proper operation. OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require OWNER to repair or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT use of the Conveyances. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at OWNER's sole expense. DISTRICT shall in no way be obligated to move, repair, and/or replace such works of OWNER in the event of a realignment, reconstruction, or piping of the Conveyances.

VII. **Use of Conveyances**

1. OWNER rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Conveyances or of any other facilities or property of DISTRICT. Any use made by OWNER of the Conveyances pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Conveyances. OWNER use of the Conveyances is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Conveyances.
2. In Emergency Circumstances, DISTRICT may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT use of the Conveyances.
3. This Agreement only creates the ability of OWNER to use the Conveyances for the purposes specified herein and the conditions specified herein. It does not create any equitable interest in the Conveyances, or an easement, nor does it convey to OWNER any right, title or interest in or to any property or facility of DISTRICT. OWNER shall

make no other use of the Conveyances other than as expressly provided in this Agreement.

4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the Conveyances easements or rights of way, any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Conveyances, easements and rights of way.
5. Upon termination of this Agreement, DISTRICT may prevent further Discharge to the Conveyances either by requiring that OWNER close the valves owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. Defense, Indemnification, Liability and Damages

1. OWNER shall defend and indemnify DISTRICT, its Directors, officers, employees and agents, for all costs, damages, penalties and fees of any kind from claims, complaints or causes of action for illness, death, personal injury, property or environmental claims, including attorneys fees incurred in a judicial or administrative proceeding, where such claim, complaint or cause of action arises solely out of the release of OWNER Discharge into the Conveyances by OWNER. This obligation shall survive the termination of this Agreement.
2. Should the DISTRICT'S Conveyances or the natural drainage streams, channels or rivers, or the drains and channels of others, into which the Conveyances flows, be, for any reason beyond their reasonable control, incapable of handling the Discharge flows produced and generated by OWNER through no fault of DISTRICT, then DISTRICT shall incur no liability to OWNER.
3. Should the DISTRICT require cessation of OWNER Discharge due to Emergency Circumstances beyond the control of DISTRICT, then DISTRICT shall incur no liability to OWNER.
4. Should it become necessary to reduce or terminate OWNER's discharge into the Conveyances due to any governmental, administrative, regulatory or court action, then DISTRICT shall incur no liability to OWNER.

IX. Payment

As consideration for DISTRICT'S consent to release OWNER'S Discharge into DISTRICT'S facilities, OWNER agrees that:

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21 week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$282.50 for 2017.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

1. Subject to DISTRICT'S right to suspend release of Discharge under Paragraph 4 of Article III, above, if after thirty (30) days written notice by DISTRICT to OWNER of a release of Discharge into the Conveyances which is contrary to the terms and conditions identified or referred to in Section III, and if such condition which caused such release has not been substantially corrected by OWNER, then DISTRICT, after a public hearing noticed by agenda with specific prior notice being given to OWNER, shall be free to terminate this Agreement. Should DISTRICT terminate this Agreement pursuant to this paragraph, OWNER shall continue to defend and indemnify DISTRICT in accordance with Section VIII herein with regard to liability or causes of action resulting from the performance of this Agreement.
2. For any other breach of this Agreement not covered in Sections II and III, the parties shall give thirty (30) days written notice to the other of any breach and provide the other with the ability to cure the breach. If such breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Agreement.
3. Upon termination of this Agreement, OWNER shall be responsible for removing all of its facilities that are within the property of DISTRICT and used to release Discharge into the Conveyances. If OWNER does not remove these facilities promptly, then DISTRICT shall remove the facilities and OWNER shall reimburse DISTRICT for all costs incurred.

XI. Assignment

"The right of OWNER to use the property of DISTRICT pursuant to this Agreement is restricted solely to OWNER and shall not be assigned, transferred, subleased [sublicensed], encumbered, or subject to any security interest without the written authorization of DISTRICT, which consent shall not be unreasonably withheld; provided that OWNER may assign this Agreement and its obligations hereunder to any successor to its mobile home park by merger or consolidation or to any party acquiring substantially all of the assets of OWNER'S mobile home park, for which the land use shall remain substantially the same, and for which there is no quantifiable change in the volume or quality of the discharge. If District agrees in writing to an assignment of this Agreement, Owner shall remain obligated hereunder until settlement."

XII. Term

This Agreement shall continue in force and effect for a period of one (1) year from the date of execution, unless it is terminated in accordance with the provisions of Section X of this Agreement. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. Miscellaneous Provisions

1. All required written notices hereunder shall be conveyed via registered mail as follows:

OWNER

Gordon Braker Plumbing Contractor Inc.
Lazy B Mobile Home Park
1666 Sugarloaf Drive
San Mateo, California 94403

DISTRICT

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

All notices shall be effective when deposited with the United States Post Office, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. For notice purposes, each party agrees to keep the other informed at all times of their current address.

2. This Agreement fully incorporates the agreements and understandings of OWNER with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, agreements (including the Interim Agreement) and other communications between OWNER and DISTRICT are superseded by this Agreement. The parties have read and fully understand the terms of this Agreement and have had the opportunity to be advised by an attorney with respect to this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.
3. This Agreement has been negotiated and executed in the State of California. If there is a lawsuit, OWNER agrees to submit to the jurisdiction of the courts of Stanislaus County, State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
4. The words "OWNER" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Agreement in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.
5. The parties shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Agreement shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent by that party in any instance shall not constitute continuing consent.

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

**GORDON BRAKER PLUMBING CONTRACTOR INC.
"OWNER"**

Wade Braker, Owner
Gordon Braker Plumbing Contractor, Inc.

Date

EXHIBIT "A"

Legal Description of Subject Property

All that real property situate in the unincorporated area of Stanislaus, California, located in Section 19, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, and being more accurately described as follows:

Parcel B, as shown on that certain Parcel Map recorded on June 24, 1981 in Book 31 of Parcel Maps on Page 132 in the Office of the Stanislaus County Recorder.

End of Description

APN: 062-010-026

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 17
APN: 006-012-081

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

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Reed Pond. The recommended 2017 Storm Drainage Agreement fee, a total of \$282.50, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2017 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$282.50 (OID Income)

ATTACHMENTS:

- Storm Drainage Agreement with River Oak Grace Church
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 006-012-081

STORM DRAINAGE AGREEMENT ON THE REED POND

THIS STORM DRAINAGE AGREEMENT executed this TWENTY-FIRST day of FEBRUARY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and RIVER OAK GRACE COMMUNITY CHURCH, hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Storm Drainage Agreement on February 21, 2017.

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

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

WHEREAS, OWNER has title to the Subject Property and wishes to install an Outfall from OWNER'S facilities for Storm Drainage Discharge and requests that DISTRICT grant permission to release said discharge as needed, subject to the terms and conditions of this STORM DRAINAGE AGREEMENT.

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

I. **Definitions**

- A. "Conveyances" shall mean the water distribution system consisting of conduits and appurtenant facilities for the transportation, control and distribution of irrigation water that DISTRICT owns, maintains and operates.
- B. "Discharge" shall be defined as storm water, excluding sewage, from OWNER operation(s).
- C. "Emergency Circumstances" shall mean a situation when it is necessary to act to prevent imminent and substantial harm to persons or damage to property.
- D. "Hazardous Materials" shall mean any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, or hazardous substance as those terms may now, or in the future, be defined by any applicable federal, state or local statute, ordinance or regulation promulgated by any governmental body or agency.

II. **Flow**

Subject to full compliance with the following conditions and limitations, OWNER shall pump and/or allow the Discharge to flow into the Reed Pond, situated on the Subject Property, in Stanislaus County, California.

- 1. Except as provided in this Discharge Agreement, OWNER may not release Discharge into any CONVEYANCES other than the above described DISTRICT facility.
- 2. The rate of flow of said Discharge into the Conveyances shall not exceed one (1) cfs. OWNER shall reduce its rate of flow of said Discharge upon telephonic request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that the flow may exceed the capacity of said DISTRICT facility, taking into consideration the amount of water already in, or about to be in, said Conveyances. DISTRICT use of conduits shall take precedence.
- 3. The right of DISTRICT to control the flow of OWNER Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.
- 4. OWNER shall have in place a regulating valve or valves at the inlet and/or termination of its Discharge lines. Construction, installation, reconstruction, modification, and repair of the Discharge lines and regulating valves shall be performed under the supervision of DISTRICT

and in accordance with applicable DISTRICT Standards and Specifications, at OWNER's sole expense.

III. **Water Quality**

1. OWNER shall not release any Discharge into any CONVEYANCES that would cause DISTRICT to fail to meet water quality standards that are now or may be imposed upon DISTRICT'S CONVEYANCES by any federal, state, regional, or local regulatory agency; or would cause DISTRICT to fail to meet water quality standards hereafter established by DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.
2. OWNER shall take whatever actions are necessary or required by Stanislaus County to ensure that the Discharge released into the Conveyances meets with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program at the Discharge point in the Conveyances.
3. OWNER shall not release any Discharge into the Conveyances that is not in conformity with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program applicable to the release of the Discharge.
4. If the Discharge released by OWNER into the Conveyances causes or threatens to cause significant degradation of the quality of water in the Conveyances or downstream, the DISTRICT may require that OWNER immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of DISTRICT or interested governmental agency. Should any court or governmental agency order, by way of a final non-appealable order, that the release of OWNER Discharge be restricted or be treated before being released into the Conveyances, DISTRICT shall have the right to unilaterally amend this Agreement to require OWNER to conform to such order at OWNER's sole expense.
5. OWNER shall not discharge any Hazardous Material into the Conveyances. OWNER shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the Conveyances at OWNER's sole expense, to the satisfaction of DISTRICT and any interested governmental agency.
6. OWNER shall be responsible for the quality of the Discharge released into the Conveyances and shall ensure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by OWNER that

does not comply with the requirements of this Agreement shall be solely the responsibility of OWNER.

7. OWNER warrants that the Discharge into DISTRICT Conveyances pursuant to this Agreement shall comply at all times with the quality standards of any federal, state, regional, or local governmental agency.

IV. **Monitoring**

1. OWNER shall furnish DISTRICT, without cost, copies of any and all analyses or recorded water quality testing of the Discharge to be discharged pursuant to this Agreement.
2. DISTRICT shall have the right, but not the obligation, after reasonable prior written notice to OWNER, to enter upon the property of OWNER for the purpose of obtaining samples of the Discharge being released to the Conveyances.
3. LANDOWNER shall have in place a regulating valve or valves at the inlet and/or termination of its Discharge lines and a flow meter at its outlet into the Irrigation System. Construction, installation, reconstruction, modification, and repair of the Discharge lines, regulating valves and flow meter shall be performed under the supervision of, and in accordance with, applicable DISTRICT Specifications, at Landowner's sole expense.

V. **Warranties**

1. DISTRICT does not warrant that there will be any preexisting flow or capacity in the Conveyances at any time. OWNER shall acquire no right to water within the Conveyances by this agreement.
2. DISTRICT shall promptly notify OWNER of any issues regarding property use or access relating to this Agreement.
3. DISTRICT does not warrant that the alignment and condition of the Conveyances, including the Reed Pond, will not change. DISTRICT in its sole discretion may decide to move, pipe, underground, realign or reconstruct the Reed Pond. OWNER shall bear all direct and indirect costs or expenses of relocating its conveyance and outlet works in such event.

VI. Maintenance and Operations

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Reed Pond or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.
2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.
3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the Conveyances pursuant to this Agreement shall be the responsibility of OWNER. OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require OWNER to repair or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT use of the Conveyances. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at OWNER's sole expense. DISTRICT shall in no way be obligated to move, repair, and/or replace such works of OWNER in the event of a realignment, reconstruction, or piping of the Conveyances.

VII. Use of Conveyances

1. OWNER rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Conveyances or of any other facilities or property of DISTRICT. Any use made by OWNER of the Conveyances pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Conveyances. OWNER use of the Conveyances is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Conveyances.
2. In Emergency Circumstances, DISTRICT may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT use of the Conveyances.
3. This Agreement only creates the ability of OWNER to use the Conveyances for a limited purpose and under limited conditions. It does not create any equitable interest in the Conveyances, or an easement, nor

does it convey to OWNER any right, title or interest in or to any property or facility of DISTRICT. OWNER shall make no other use of the Conveyances other than as expressly provided in this Agreement.

4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the Conveyances easements or rights of way, any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Conveyances, easements and rights of way.
5. Upon termination of this Agreement, for any cause, DISTRICT may prevent further Discharge to the Conveyances either by requiring that OWNER close the valves owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. Defense, Indemnification, Liability and Damages

1. OWNER shall defend and indemnify DISTRICT, its Directors, officers, employees and agents, for all costs, damages, penalties and fees of any kind from claims, complaints or causes of action for illness, death, personal injury, property or environmental claims, including attorneys fees incurred in a judicial or administrative proceeding, where such claim, complaint or cause of action arises solely out of the release of OWNER Discharge into the Conveyances by OWNER. This obligation shall survive the termination of this Agreement.
2. Should the DISTRICT'S Conveyances or the natural drainage streams, channels or rivers, or the drains and channels of others, into which the Conveyances flows, be, for any reason beyond their reasonable control, incapable of handling the Discharge flows produced and generated by OWNER through no fault of DISTRICT, then DISTRICT shall incur no liability to OWNER.
3. Should the DISTRICT require cessation of OWNER Discharge due to Emergency Circumstances beyond the control of DISTRICT, then DISTRICT shall incur no liability to OWNER.
4. Should it become necessary to reduce or terminate OWNER's discharge into the Conveyances due to any governmental, administrative, regulatory or court action, then DISTRICT shall incur no liability to OWNER.

IX. Payment

As consideration for DISTRICT'S consent to release OWNER'S Discharge into DISTRICT'S facilities, OWNER agrees that:

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21 week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$282.50 for 2017.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

1. Subject to DISTRICT'S right to suspend release of Discharge under Paragraph 4 of Article III, above, if after thirty (30) days written notice by DISTRICT to OWNER of a release of Discharge into the Conveyances which is contrary to the terms and conditions identified or referred to in Section III, and if such condition which caused such release has not been substantially corrected by OWNER, then DISTRICT, after a public hearing noticed by agenda with specific prior notice being given to OWNER, shall be free to terminate this Agreement. Should DISTRICT terminate this Agreement pursuant to this paragraph, OWNER shall continue to defend and indemnify DISTRICT in accordance with Section VIII herein with regard to liability or causes of action resulting from the performance of this Agreement.
2. For any other breach of this Agreement not covered in Sections II and III, the parties shall give thirty (30) days written notice to the other of any breach and provide the other with the ability to cure the breach. If such breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Agreement.
3. Upon termination of this Agreement, OWNER shall be responsible for removing all of its facilities that are within the property of DISTRICT and used to release Discharge into the Conveyances. If OWNER does not remove these facilities promptly, then DISTRICT shall remove the facilities and OWNER shall reimburse DISTRICT for all costs incurred.

XI. Assignment

"The right of OWNER to use the property of DISTRICT pursuant to this Agreement is restricted solely to OWNER and shall not be assigned, transferred, subleased [sublicensed], encumbered, or subject to any security interest without the written authorization of DISTRICT, which consent shall not be unreasonably withheld; provided that OWNER may assign this Agreement and its obligations hereunder to any successor to its church by merger or consolidation or to any party acquiring substantially all of the assets of OWNER'S church, for which the land use shall remain substantially the same, and for which there is no quantifiable change in the volume or quality of the discharge. If District agrees in writing to an assignment of this Agreement, Owner shall remain obligated hereunder until settlement."

XII. Term

This Agreement shall continue in force and effect for a period of one (1) year from the date of execution, unless it is terminated in accordance with the provisions of Section X of this Agreement. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. Miscellaneous Provisions

1. All required written notices hereunder shall be conveyed via registered mail as follows:

OWNER

Lead Pastor/Elder Board Chairman
River Oak Grace Community Church
7712 Rodden Road
Oakdale, California 95361

DISTRICT

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

All notices shall be effective when deposited with the United States Post Office, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. For notice purposes, each party agrees to keep the other informed at all times of their current address.

2. This Agreement fully incorporates the agreements and understandings of OWNER with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, agreements (including the Interim Agreement) and other communications between OWNER and DISTRICT are superseded by this Agreement. The parties have read and fully understand the terms of this Agreement and have had the opportunity to be advised by an attorney with respect to this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.
3. This Agreement has been negotiated and executed in the State of California. If there is a lawsuit, OWNER agrees to submit to the jurisdiction of the courts of Stanislaus County, State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
4. The words "OWNER" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Agreement in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.
5. The parties shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Agreement shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent by that party in any instance shall not constitute continuing consent.

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

**RIVER OAK GRACE COMMUNITY CHURCH
"OWNER(S)"**

Paul Weissenborn, Lead Pastor

Date

Kurt Enochs, Elder Board Chairman

Date

Randy Billings, Elder Board Secretary

Date

Al Houchens, Elder and Church Treasurer

Date

EXHIBIT "A"

Legal Description of Subject Property

All that real property situate in the unincorporated area of Stanislaus, California, located in the Northeast Quarter of Section 10, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, and being more accurately described as follows:

Beginning at a point of intersection of the Southerly line of 28 Mile Road with the Easterly line of the Southern Pacific Railroad right of way; thence South $72^{\circ} 48'$ East, a distance of 385.34 feet; thence South $68^{\circ} 18'$ East, a distance of 222.38 feet; thence South $64^{\circ} 11'$ East, a distance of 650.58 feet; thence South $23^{\circ} 05' 40''$ West, a distance of 454.28 feet; thence South $14^{\circ} 39' 20''$ East, a distance of 1064.75 feet, to the centerline of the Stanislaus River; thence South $67^{\circ} 30'$ West, a distance of 297.36 feet to a point on said Easterly railroad line; thence Northwesterly along said Easterly line of said railroad, to the Point of Beginning.

Also, that portion of land described as a Lot Line Adjustment and recorded as Instrument No. 92-2142 in the Office of the Stanislaus County Recorder on January 9, 1992.

Less that portion of land described as a Lot Line Adjustment and recorded as Instrument No. 92-2143 in the Office of the Stanislaus County Recorder on January 9, 1992.

End of Description

APN: 006-012-081



AGENDA ITEMS ACTION CALENDAR

SPECIAL BOARD MEETING OF FEBRUARY 21, 2017

BOARD AGENDA REPORT

Date:	February 21, 2017
Item Number:	18
APN:	N/A

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

RECOMMENDED ACTION: Approve

BACKGROUND AND DISCUSSION:

In September of 2014, Governor Edmund G. Brown signed the Sustainable Groundwater Management Act of 2014 ("SGMA") into law, which changed the landscape of groundwater management in California. SGMA is a comprehensive three bill package that sets the framework for statewide sustainable groundwater management by local agencies. SGMA requires the formation of Groundwater Sustainability Agencies (GSAs) and the preparation of Groundwater Sustainability Plans ("GSP") with a focus on long-term sustainability. SGMA authorizes a local agency—or a combination of local agencies—overlying a groundwater basin to form a GSA. In accordance with SGMA, formation of a GSA must occur no later than June 30, 2017 and a GSP must be adopted no later than January 31, 2020 for high and medium priority basins in critical overdraft.

The Eastern San Joaquin Sub-basin, within which all OID lands north of the Stanislaus River lie, is designated as a high-priority basin in critical overdraft. Since December 2015, OID has been a member of the Eastern San Joaquin Region SGMA Workgroup (SGMA Workgroup) which was formed to help all local agencies work cooperatively toward GSA formation, establishment of a formal structure for future collaboration and coordination amongst GSAs across the entire basin and GSP completion prior to the January 31, 2020 deadline. After extensive deliberation over the last year by the SGMA Workgroup and direction from the each member agencies' Board of Directors, several single and multi-agency GSAs are proposed to be formed and a Joint Exercise of Powers Agreement (JPA) is ultimately proposed to be adopted to prepare a single GSP for the sub-basin. OID staff's direction to pursue the election and formation of an independent GSA for OID's service area lying within the Eastern San Joaquin Sub-basin was previously provided through Board action on November 2nd.

SGMA requires formal procedures to be followed in order to become a GSA. First, each local agency electing to be a GSA—or part of a multi-agency GSA—must hold a noticed public hearing to receive public comment on the local agency's decision to become the GSA for the groundwater sub-basin. Upon conclusion of the public hearing, the governing board for each local agency will take formal action to decide whether or not to adopt the resolution forming the GSA for the Basin as proposed.

Notice of OID's February 21st public hearing was published in the Oakdale Leader on February 1st and February 8th pursuant to Section 6066 of the Government Code. Given no comments have been received to date and pending any unforeseen comments at or before the February 21st public hearing, staff recommends that by resolution the General Manager be directed to elect to form the OID Eastern San Joaquin Sub-basin (ESJS) GSA.

FISCAL IMPACT: None

ATTACHMENTS:

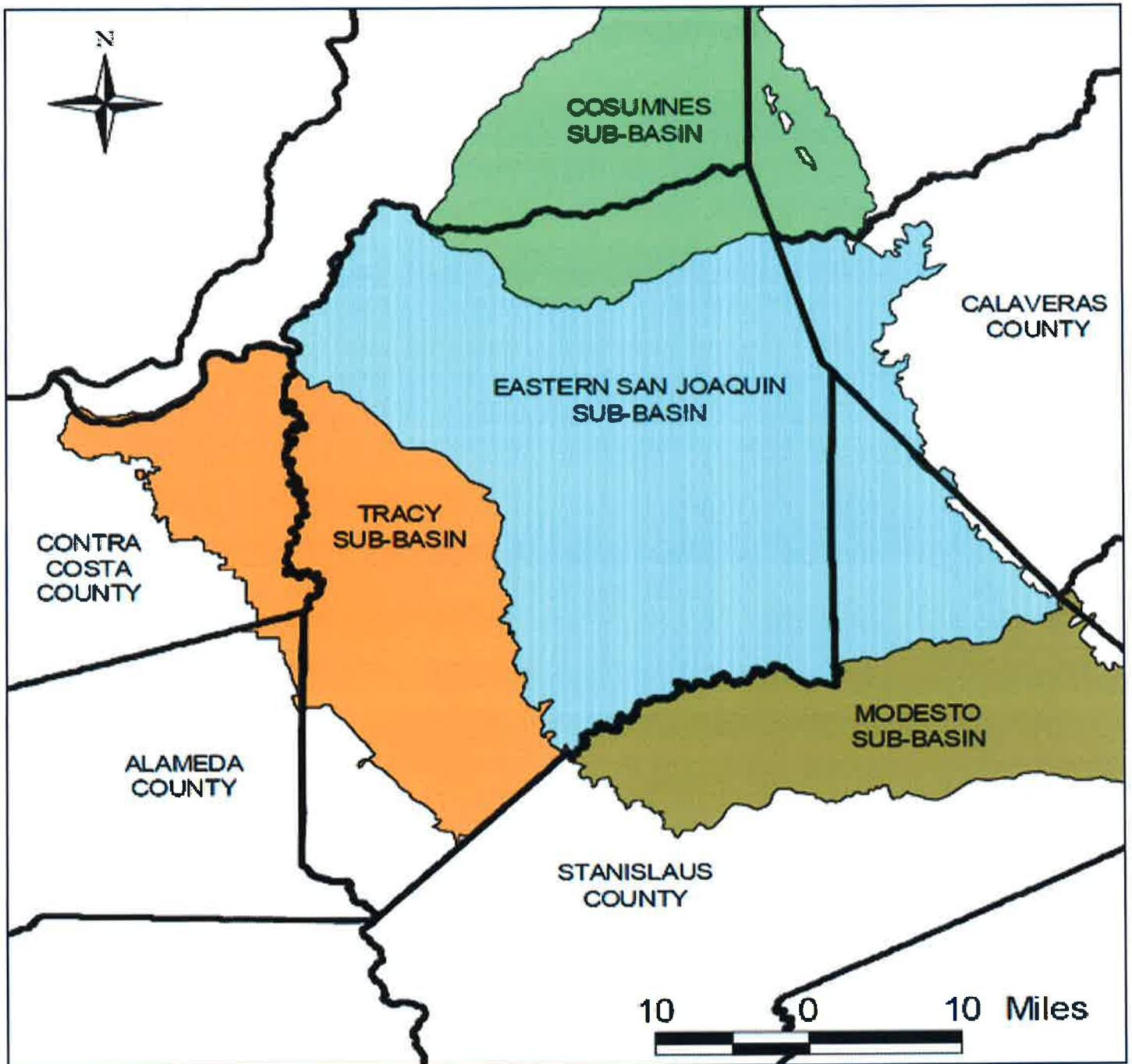
- Eastern San Joaquin Groundwater Sub-basin - Vicinity Map
 - Eastern San Joaquin Groundwater Sub-basin – Draft GSA Map
 - Resolution 2017-NIL
-

Board Motion:

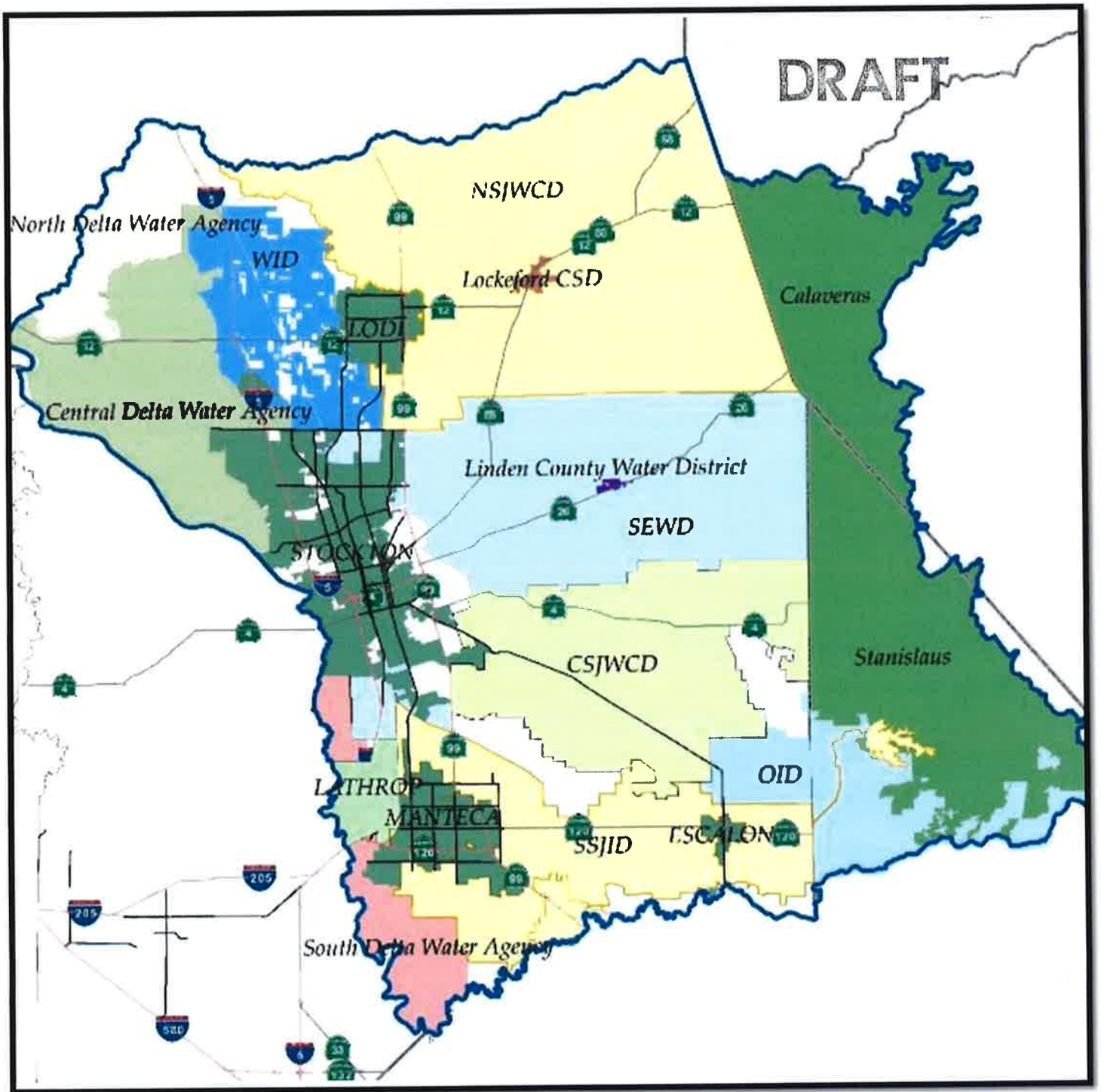
Motion by: _____ **Second by:** _____

VOTE

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



Eastern San Joaquin Groundwater Sub-basin - Vicinity Map



Eastern San Joaquin Groundwater Sub-basin – Draft GSA Map

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

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

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

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

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

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

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

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

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

WHEREAS, notice of a hearing on the OID's decision to form a GSA for its service area within the Basin ("Notice") has been published in the Oakdale Leader as provided by law; and

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

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

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

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

1. All the recitals in this resolution are true and correct and OID so finds, determines and represents.
2. The Secretary of OID is hereby authorized and directed to attest the signature of the authorized signatory, and to affix and attest the seal of the OID, as may be required or appropriate in connection with the formation of the GSA.
3. OID hereby elects to form a GSA for its service area within the Basin.
4. Within thirty (30) days of the date of this resolution, the OID General Manager is directed to provide notice of OID's intent to form the GSA for its service area within the Basin ("Notice of GSA Election") to the California Department of Water Resources in the manner required by law.
5. One of the elements of the Notice of GSA Election is the boundaries of the area of the Basin or the portion of the Basin that the OID intends to manage. Until further action of OID, the boundaries of the GSA shall be the boundaries of the portion of the Basin within OID's jurisdiction. A copy of a map of the management area is attached as Exhibit A.
6. This resolution shall take effect immediately upon passage and adoption.

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

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 19
APN: N/A

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

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

No action will be taken on this matter until the Memorandum of Understanding has been discussed by the Board of Directors in Closed Session. Coming out of Closed Session action may be taken on this agenda item.

FISCAL IMPACT:

ATTACHMENTS:

- Resolution 2017-NIL

Board Motion:

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

VOTE

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

Action(s) to be taken:

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

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

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

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

Upon Motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 21st day of February 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 21, 2017
Item Number: 20
APN: N/A

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

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

No action will be taken on this matter until the General Manager's performance evaluation has been discussed by the Board of Directors in Closed Session. Coming out of Closed Session action may be taken on this agenda item.

FISCAL IMPACT: Unknown

ATTACHMENTS:

Board Motion:

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

VOTE

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

Action(s) to be taken:



DISCUSSION ITEMS

SPECIAL BOARD MEETING OF FEBRUARY 21, 2017

DISCUSSION ITEM

Date:	February 21, 2017
Item Number:	21
APN:	N/A

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

BACKGROUND:

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

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

The attached draft JPA is the result of several months of review by the Workgroup member agencies and their respective legal counsels including OID's. It is now being presented for the Board's review and discussion. Pending any unforeseen comments, staff anticipates bringing the JPA Agreement back to the Board in March for approval and execution. Staff will be available to answer any questions the Board may have.

ATTACHMENTS:

- Joint Exercise of Powers Agreement

Board Comments:

JOINT EXERCISE OF POWERS AGREEMENT

ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and effective this _____ day of _____, 2017 (“**Effective Date**”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“**JPA Act**”) by and among the entities listed in **Exhibit A** attached hereto and incorporated herein (collectively “**Members**”).

RECITALS

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

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

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

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

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

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

k. **“GSA Boundary”** shall mean those lands located within the Member boundaries that overlie the Subbasin and are depicted in **EXHIBIT B**.

l. **“JPA Act”** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*

m. **“Management Area”** shall mean the area within the boundaries of a Member or group of Members to be managed by that Member or group of Members under any GSP adopted by the Authority.

n. **“Member”** shall mean any of the signatories to this Agreement and **“Members”** shall mean all of the signatories to this Agreement. Each of the Members shall be either (i) a GSA established on or before the Effective Date in accordance with SGMA, or (ii) a “local agency” as defined in Water Code Section 10721(n) that intends to become a GSA established on or before June 30, 2017.

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o. **“Other Basin Agencies”** shall mean all other governmental agencies whose jurisdictions include the land overlying the Basin or whose jurisdictions include some governmental authority over the Basin who are not Members.

p. **“SGMA”** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: KEY PRINCIPLES

2.1 The Members intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater for that portion of the Basin underlying the Members of the Authority.

2.2 The Members intend to mutually cooperate to the extent possible to jointly implement the GSP within the Basin.

2.3 To the extent the Members are not successful at jointly implementing the GSP within the Basin, or to the extent that any Member wishes to implement the GSP within its boundaries, the Authority intends to allow any individual Member to implement the GSP within its boundaries, and to work together with all Members to coordinate such implementation in accordance with the requirements of SGMA.

2.4 The Members intend that the Authority will represent the Members in discussions with Other Basin Agencies, and shall enter into Coordination Agreements with those that form GSAs as required by SGMA to achieve an integrated, comprehensive Basin-wide GSP that satisfies SGMA as to sustainable groundwater management for the entire Basin.

2.5 Each Member will retain the right to determine, in its sole discretion, whether to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority. However, if a Member fails to take action, on or before June 30, 2017, to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority, that Member shall be terminated from participation in the Authority and this Agreement in accordance with Article 6.3.

2.6 The Members expressly intend that the Authority will not have the authority to limit or interfere with the respective Members’ rights and authorities over their own internal matters, including, but not limited to, a Member’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Members make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.7 Nothing in this Agreement is intended to modify or limit Members’ police powers, land use authorities, or any other authority.

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2.8 The Members further intend through this Agreement to cooperate to obtain consulting, administrative and management services needed to efficiently develop a GSP, to conduct outreach to Other Basin Agencies and private parties, and to identify mechanisms for the management and funding commitments reasonably anticipated to be necessary for the purposes of this Agreement.

2.9 The Members acknowledge and agree that SGMA is new and complex legislation, with implementing regulations continuing to be developed by DWR. While this Agreement reflects the Members' initial approach to SGMA compliance, a great deal of data needed for implementation is unknown, necessary models are still in development, the Members may have changes in political boundaries or gain experience in the application of SGMA or discover other considerations that may affect the decision of a Member on how to best comply with SGMA within its own and its Management Area boundaries. DWR has acknowledged the need for entities to change their decisions about participating in or becoming a GSA, and it is the intent of the Members to support flexibility in admitting additional Members, accommodating voluntary withdrawals, coordinating with other multi-agency or individual GSAs, changing the form of their organizational documents, for example, or creating an independent agency through a Joint Powers Agreement, and making other types of adjustments required by the Members to achieve efficient compliance with SGMA, consistent with the schedule and requirements of SGMA for coordination throughout the Basin and the provisions of this Agreement.

2.10 Each Member acknowledges that SGMA requires that multiple GSAs within a Bulletin 118 groundwater basin designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire subbasin must be managed under one or more GSPs or an alternative in lieu of a GSP for the basin to be deemed in compliance with SGMA.

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a public agency (as defined in Government Code Section 6500 *et seq.*) that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title I of the Government Code, commencing with Section 6500.

3.3 **Formation of Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the Eastern San Joaquin Groundwater Authority which will function in accordance with this Agreement. The Authority will be a public entity separate from the Members to this Agreement. The Authority shall comply with all provisions of the JPA Act and shall be responsible for administration of this Agreement.

3.4 **Purpose of the Authority.** The purposes of this Authority are to:

- a. provide for coordination among the Members to develop and implement a GSP and/or facilitate a coordination agreement, to the extent necessary;

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- b. provide for the joint exercise of powers common to each of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);
- c. cooperatively carry out the purposes of SGMA;
- d. develop, adopt and implement a legally sufficient GSP covering those portions of the Basin that are within the jurisdictional boundaries of the Members, subject to the limitations set forth in this Agreement; and
- e. satisfy the requirements of SGMA for coordination among GSAs.

3.5 Powers of the Authority. To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Authority shall have and may exercise any and all powers commonly held by the Members in pursuit of the Authority's purpose, as described in Article 3.4 of this Agreement, including but not limited to the power:

- a. To coordinate the implementation of SGMA among the Members in accordance with this Agreement;
- b. To coordinate the exercise of common powers of its Members including, without limitation, powers conferred to the Members by SGMA;
- c. To adopt rules, regulations, policies, bylaws and procedures related to the coordination of the Members for purposes of implementation of SGMA;
- d. To perform all acts necessary or proper to carry out fully the purposes of this Agreement; and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein; and
- e. To borrow funds so long as a Dedicated Revenue Stream is committed by one or more Members for repayment.

3.6 Powers Reserved to Members. Each of the Members (or groups of Members) will have the sole and absolute right, in its sole discretion, to:

- a. Become a GSA individually or collectively within the Member's boundaries or the Management Area managed in whole or in part by such Member;
- b. Approve any portion, section or chapter of the GSP adopted by the Authority as applicable within the Member's boundaries or the Management Area managed in whole or in part by such Member or GSA of which it is a part;
- c. At each individual Members' election, acting through GSAs established by Members, implement SGMA and the GSP adopted by the Authority within the Member's boundaries or the Management Area managed in whole or in part by such Member; provided that any Member may elect, in its sole discretion, to authorize the Authority to implement SGMA and the GSP or to implement any discrete element or elements of SGMA or the GSP within the

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Member's boundaries. In the event that a Member elects to authorize the Authority to implement SGMA and the GSP or to implement any discrete element or elements of SGMA or the GSP within the Member's boundaries, such Member and the Authority shall enter into a special project agreement in accordance with Article 7 of this Agreement;

d. Notwithstanding anything to the contrary in this Agreement, the Authority shall not undertake any activities within the geographic or service area boundaries of any of its Members pursuant to the GSP developed or adopted hereunder (including, without limitation, the restriction or regulation of groundwater extractions), unless the Member has formally and expressly consented and agreed in writing to the activity proposed pursuant to a special project agreement between the Member and the Authority in accordance with Article 7 of this Agreement; and

e. Exercise the powers, without limitation, conferred to a GSA by SGMA.

3.7 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.5 of this Agreement.

3.8 **Boundaries of the Authority.** The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in **EXHIBIT B**.

3.9 **Role of Member Agencies.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of each Member is required for the success of the Authority. This support will involve the following types of actions:

a. The Members will provide support to the Board of Directors and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

b. Policy support shall be provided by the Members to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fare structures, and other policy areas.

c. Each Member shall contribute its share of capital and operational fund allocations, as established by the Board of Directors in the annual budget, as approved by the Board of Directors.

d. Contributions of public funds and of personnel, services, equipment or property may be made to the Authority by any Member for any of the purposes of this Agreement provided that no repayment will be made for such contributions.

3.10 **Other Officers and Employees.** The Members do not anticipate that the Authority will have any employees. However, the Authority may do the following:

a. Provide that any employee of a Member, with the express approval of that Member, may be an *ex officio* employee of the Authority, and shall perform, unless otherwise

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provided by the Board, the same various duties for the Authority as for his or her other employer in order to carry out this Agreement.

b. The Board shall have the power to employ competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

ARTICLE 4: GOVERNANCE

4.1 Board of Directors. The business of the Authority will be conducted by a Board of Directors that is hereby established and that shall be initially composed of one primary representative appointed by each Member; provided, however, that in the event multiple entities establish a single GSA pursuant to a separate agreement, the GSA so established will thereafter have one representative on the Board of Directors and the vote of the GSA will be exercised in accordance with the separate agreement. Without amending this Agreement, the composition of the Board of Directors shall be altered from time to time to reflect the withdrawal of any Member, the admission of a Member or the establishment of a GSA comprised of multiple Members. Members of the Board of Directors are not required to be members of the governing board of the appointing Member; however, it is the strong preference of the Members that members of the Board of Directors be members of the governing board of the appointing Member. Each Member may designate one alternate to serve in the absence of that Member's primary representative on the Board of Directors. Such alternate need not be a member of the governing board of the Member. All primary members of the Board of Directors and all alternates shall file a Statement of Economic Interests (FPFC Form 700). Each Member shall notify the Authority in writing of its designated primary and alternate representatives on the Board of Directors.

4.2 Term of Directors. Each member of the Authority Board of Directors will serve until replaced by the appointing Member.

4.3 Officers. The Board of Directors shall elect a chairperson and a vice chairperson . The chairperson and vice-chairperson shall be directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board. The Public Works Director or designee shall be the secretary and shall prepare and maintain minutes of all meetings of the Board of Directors. The Treasurer of the County of San Joaquin shall have the duties and obligations of Treasurer of the Authority as set forth in Government Code Sections 6505. 6505.1 and 6505.5.

4.4 Powers and Limitations. All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement.

4.5 Quorum. A majority of the members of the Board of Directors will constitute a quorum.

4.6 Voting. Except as to actions identified in Article 4.7, the Board of Directors will conduct all business by majority vote. Each member of the Board of Directors will have one (1) vote. Prior to voting, the Members shall endeavor in good faith to reach consensus on the matters

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to be determined such that any subsequent vote shall be to confirm the consensus of the Members. If any Member strongly objects to a consensus-based decision prior to a vote being cast, the Members shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Section 4.6 or Section 4.7, below, as applicable.

4.7 Supermajority Vote Requirement for Certain Actions. The following actions will require a two-thirds (2/3) vote by the directors present:

- a. Approval or modification or amendment of the Authority's annual budget;
- b. Decisions related to the levying of taxes, assessments or property-related fees and charges;
- c. Decisions related to the expenditure of funds by the Authority beyond expenditures approved in the Authority's annual budget;
- d. Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Authority;
- e. Decisions related to the establishment of the Members' percentage obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1;
- f. Approval of any contracts over \$250,000 or contracts for terms that exceed two (2) years;
- g. Setting the amounts of any contributions or fees to be paid to the Authority by any Member;
- h. Decisions regarding the acquisition by any means and the holding, use, sale, letting and disposal of real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and the construction, maintenance, alteration and operation of any and all works or improvements, within or outside the Authority, necessary or proper to carry out any of the purposes of the Authority;
- i. Decisions related to the limitation or curtailment of groundwater pumping; and
- j. Approval of a GSP.

4.8 Meetings. The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the "Ralph M. Brown Act" commencing at Section 54950), and any subsequent amendments of those provisions.

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4.9 **By-Laws.** The Board may adopt by-laws to supplement this Agreement. In the event of conflict between this Agreement and the by-laws, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Members hereby designate the County of San Joaquin to serve as administrator and secretary of, and keeper of records for, the Authority.

4.11 **Advisory Committees.** The Board of Directors may establish one or more advisory committees, technical committees or other committees for any purpose, including but not limited to the GSP purposes in Water Code Section 10727.8.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Contributions and Expenses:** Members shall share in the general operating and administrative costs of operating the Authority in accordance with percentages determined by the Authority Board of Directors. Each Member will be assessed no more frequently than quarterly, beginning on July 1 of each year. Members shall pay assessments within ninety (90) days of receiving assessment notice from the secretary of the Authority. Each Member will be solely responsible for raising funds for payment of the Member's share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and several obligation and not a joint obligation with those of the other Members. Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement. Contributions of grant funding, state, federal, or county funding may be provided as funding or a portion of funding on behalf of Members.

5.2 **Initial Contributions.** Upon execution of this Agreement, each of the Members shall contribute Five Thousand Dollars (\$5,000.00) to the Authority for initial administrative costs. Such funds may be used in the discretion of the Authority Board of Directors to fund the activities of the Authority including, without limitation, engineering services. The Authority shall provide to the Members quarterly reports detailing how the Initial Contributions are spent.

5.3 **Liability of Board and Officers.** The funds of the Authority may be used to defend, indemnify and hold harmless the Authority, any Director, officer, employee, or agent for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance including but not limited to directors and officers liability insurance.

5.4 **Repayment of Funds.** No refund or repayment of the initial commitment of funds specified in Article 5.2 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

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5.5 Budget. The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than June 30 of the preceding fiscal year. The budget shall be adopted in accordance with Section 4.7 of this Agreement.

5.6 Alternate Funding Sources. The Board may obtain State of California or federal grants but shall not create indebtedness without securing a Dedicated Revenue Stream.

5.7 Depositary. The Treasurer of the County of San Joaquin shall (i) be the depositary of the Authority, (ii) have custody of all funds of the Authority, and (iii) have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505, 6505.1 and 6505.5. All funds of the Authority shall be held in separate accounts in the name of the Authority and shall not be commingled with funds of any Member or any other person or entity.

5.8 Accounting. Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.9 Auditor. The Auditor of the County of San Joaquin shall have the duties and obligations as Auditor of the Authority as set forth in Government Code Sections 6505 and 6505.5. The Auditor shall ensure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a qualified firm to perform an annual audit of the accounts and records of the Authority. Copies of such annual audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination.

5.10 Expenditures. All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Authority Board of Directors. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

5.11 Initial Staffing Contributions. The Authority initially intends to contribute to the goals and objectives identified in this Agreement by utilizing the staff at the Members' own cost to pursue those operations, investigations and programs. It is intended that no indebtedness be created unless funding is secured by a Dedicated Revenue Stream.

ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

6.1 Changes to Membership. The Authority Board of Directors will have the authority to (1) approve the addition of new members to the Authority, and (2) remove a Member involuntarily, in accordance with this Article. In the event of the approval of new Members or the involuntary removal of an existing Member, the Members (and any new Members) shall execute

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an addendum or amendment to this Agreement describing all changes in Members. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

6.2 Noncompliance. In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in of Section 6.3 of this Agreement. Such actions of a Member shall be as determined by the Board of Directors and may include, for example, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP minimum thresholds that are likely to lead to “undesirable results” under SGMA.

6.3 Involuntary Termination. The Members acknowledge that SGMA requires that multiple GSAs within Bulletin 118 groundwater basins designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire Basin must be managed under one or more GSPs or an alternative in lieu of a GSP for the Basin to be deemed in compliance with SGMA. As a result, upon the determination by the Board of Directors that the actions of a Member (1) fail to comply with the terms of this Agreement, or (2) conflict with or undermine the functioning of the Authority or the preparation and implementation of the requirements of the GSP, the Board of Directors may terminate that Member’s membership in this Authority, provided that prior to any vote to remove a Member involuntarily, all of the Members shall meet and confer regarding all matters related to the proposed removal. The Board of Directors shall terminate the membership in the Authority of any Member that fails, on or before June 30, 2017, to (i) elect to become a GSA duly established in accordance with SGMA, or (ii) participate, through a joint exercise of powers agreement or other legal agreement, in a GSA duly established in accordance with SGMA.

6.4 Withdrawal of Members. A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective upon ninety (90) days’ prior written notice to the Authority, provided that (a) the withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. A withdrawing Member will not be responsible for any obligation or liability that the Member has voted against at a Board meeting, providing that such Member shall give notice of its withdrawal from the Authority as soon after voting against the proposal as is practicable. Without limiting the generality of the previous sentence, in the event that the Authority levies or adopts any tax, assessment or property-related fee or charge (collectively “Authority Charge”) the Authority Charge will not be effective within the jurisdictional boundaries of a Member that votes against the Authority Charge and withdraws in accordance with this Article 6.4. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written

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consent of the withdrawing Member. Notwithstanding any other provision of this Agreement, if a Member fails to take action, on or before June 30, 2017, to (i) elect to become a GSA, or (ii) join in a GSA that is a member of the Authority, that Member shall withdraw from the Authority and this Agreement in accordance with this Article 6.4.

6.5 Termination. This Agreement and the Authority may be terminated by a majority vote of the Members. However, in the event of termination each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. Nothing in this Agreement will prevent the Members from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

6.6 Disposition of Property Upon Termination. Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to the any obligation required by Articles 5.1 or 5.6.

6.7 Rights of Member to Become GSA in Event of Withdrawal or Termination. Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to Article 6.5, whether occurring before or after June 30, 2017, the withdrawing or terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Authority and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries being in a GSA, as designated by the withdrawing or terminated Member or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or terminating Member and so notify the California Department of Water Resources.

6.8 Use of Data. Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 7: SPECIAL PROJECTS

7.1 Fewer than all of the Members may enter into a special project agreement to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of only those Members and their Management Areas. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement.

7.2 Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of any other Members to this Agreement not participating in the special

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project, and the special project expenses shall be paid by the parties to the respective special project agreements.

7.3 Members participating in special project agreements, if conducted by the Authority, shall hold each of the other parties to this Agreement who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Article 5.1 for Members in general, except that they shall be limited to liabilities incurred for the special project.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Indemnification.** The Authority shall hold harmless, defend and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority, or its agents, officers and employees under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

8.2 **Amendments.** This Agreement may be amended from time to time by a unanimous vote of the Members.

8.3 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and Assigns of the Members hereto.

8.4 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

[To be added]

8.5 **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.6 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

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8.7 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.8 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

8.9 Construction and Interpretation. This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

8.10 Entire Agreement. This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

[Signature blocks]

DISCUSSION ITEM

Date: February 21, 2017
Item Number: 22
APN: N/A

SUBJECT: DISCUSSION ON OUT-OF-DISTRICT WATER RATES AND RESERVATIONS

BACKGROUND:

As provided by policy, Oakdale Irrigation District (OID) typically makes a determination on the availability of "surplus" surface irrigation water for annual Out-of-District Service Agreements at the first board meeting in March. Prior to the March meeting staff wished to address some issues that have arisen of late concerning out-of-district water.

A total of 5,000 acre-feet was set aside in 2016 for out-of-district use locally. Less than 450 acre-feet of that was used in 2016 on the 6,150 acres of land owned by the Out-of-District applicants. With OID's Mission Statement of using our water resources to the maximum benefit of the community, staff wishes to address two issues of concern. One, reaffirm the out-of-district water rate; and (2) the Out-of-District reservation requirement to applicants. For the latter, staff wishes to insure full utilization of water with no loss to the Federal Government.

Out-of-District Water Rates:

The 2016 Out-of-District water rate was \$100 per acre-foot.

While a substantially higher rate of income can be generated from out-of-area water sales the Board of Directors have been gracious in continuing to provide this discounted rate to "local" out-of-district water users. Still, recent comments from out-of-district applicants have been made to convey their opinion that the current out-of-district water rate is not low enough to provide any incentive for them to use surface water from OID.

Between 2005 and 2015 OID has spent nearly \$53.5 million in capital construction to generate about 30,000 acre feet of conserved water. It is this water that is being made available to local out-of-district water users. Of that cost, in round numbers, \$30 million was financed through bonds acquired by OID over a 30 year period at an average interest rate of 5%. The remaining \$21.5 million was paid for by water sales to out-of-area buyers. If one was to look at the cost of that conserved water the brief analysis would be;

\$32.0 million over 8 yrs.	at 5% (avg.)	over 30,000 af =
\$26.0 million over 22 yrs.	at 4% (avg.)	over 30,000 af =
\$23.5 million over 30 yrs.	at 1%*	over 30,000 af =
Cost of Conserved Water to OID		= \$ 94.85

*rate is the assumed investment rate of return on that money if it were placed in OID's investment portfolio

If it costs OID \$95 per acre foot to generate conserved water it would be in OID's interest to attempt to recoup those costs. It is for this reason that staff believes the current rate of \$100 per acre foot for local out of district water use is a fair rate.

While \$100 per acre-foot may exceed the total pumping costs per acre-foot to pump groundwater (estimated at +/- \$50-\$60/ af), many ancillary costs and benefits of having an additional water source from OID seems to be discounted by the users. Those benefits include less maintenance, water supply redundancy, crop protection, a happy loan officer, etc.).

As is being seen and discussed around the state, as areas and regions wrestle with compliance with the Sustainable Groundwater Management Act (SGMA), are pending fees to groundwater extractors. Those fees may include O&M costs to manage the Groundwater Sustainability Agency (GSA) formed to manage the basin and a capital construction fee to pay for management practices that provide for enhancement of groundwater recharge. These fees may be assessed on each acre foot extracted by the user.

Out-of-District Water Use Reservations:

Applications for local out-of-district water for 2017 are beginning to come in. There is additional interest of about 1,500 acres of new lands for 2017 but their fate rests on a pending court case decision.

It can be difficult for growers to project exactly how much water will be required in any given year due to crop development, rain, ET, etc.; however, OID needs some level of certainty that the water being set aside or reserved early in the season for local users will actually be used. Right now there is no certainty.

To insure full utilization of all its water resources annually, while meeting both in-district and local out-of-district demands, OID needs an upfront commitment on annual water use by its out-of-district water users. If there is no annual commitment at each point of delivery, OID will make no reservation for that water user(s). If there is a commitment to take water, the local out-of-district user should pay a minimum, partial or full use fee (non-refundable) for the water OID has set aside for use.

These recommendations are being presented for discussion by the Board prior to bringing this matter back for the Board's consideration at its first meeting in March. At which time the Board will determine water availability for local out-of-district use, the price of that water and any action to firm up and or pre-pay for that water.

ATTACHMENTS: None

Board Comments:



COMMUNICATIONS

GENERAL MANAGER'S REPORT – Attached

WATER OPERATIONS REPORTS – None Attached

WATER COUNSEL'S REPORT – None Attached

COMMITTEE REPORTS – None Attached

DIRECTORS' COMMENTS/SUGGESTIONS – None Attached

SPECIAL BOARD MEETING OF FEBRUARY 21, 2017

GENERAL MANAGER'S REPORT FEBRUARY 21, 2017

Safety Activities

1. OID has gone 128 days without a lost time injury accident.
2. February is fire extinguisher training and servicing month.

Administration Activities

1. Staff is finalizing its consolidated comments on the SED. Should be wrapping up OID's comments in the next week. Legal comments should be ready by the end of the month.
2. Settlement discussions for SJ River and its tributaries continue. Scheduled to meet every other week for next 4 meetings.
3. OE3 labor negotiations have concluded. The MOU is on the agenda for approval.
4. Sand Bar Dinner to celebrate the retirement of the bonds was held on February 11th.
5. Will be attending Steamboat Institute Seminar "The Path Forward: America in 2017 and Beyond at the end of February.
6. Attended a kick-off meeting for the Re-Initiation of Consultation for the Long Term Operations of the Central Valley Project and State Water Project in Sacramento on February 14th.
7. Attended a meeting with Reclamation on the WQCP in Sacramento on February 14th.
8. Congressman Denham is holding a round table discussion with water managers in his district on February 21st.
9. February 28th is the Northeast Region Farm Bureau Dinner. See Lori for tickets.

Legal Activities/Interests

1. OID/SSJID vs the State Water Resources Control Board; Curtailment case from 2015. Court date anticipated for this summer.
2. OID/SSJID as intervenors in the CalSPA v. SWRCB; A trial date is set for Alameda County Court on August 7, 2017.
3. OGA/Brichetto/Frobose vs. OID regarding CEQA case:
 - a. Hearing held on January 18th
 - b. Awaiting decision from the court.
4. OGA/Brichetto/Frobose vs. OID regarding Contempt of Court by OID:
 - a. Hearing held on January 18th. OID prevailed on the matter.
5. OID vs Directors Santos and Altieri regarding their ability to be in Closed Session on matters related to the OGA case due to their declarations in support of the OGA case, two breaches of closed session, and undisclosed conflict of interests with Frobose.
 - a. OID acquired a TRO for their removal.
 - b. The Defendants prevailed in stopping issuance of a Preliminary Injunction
 - c. The case is moving forward to trial.
6. Recall of Director for District 4
 - a. Candidacy period is closed.
 - b. A Recall election is scheduled for April 25th.
7. Redistricting Process
 - a. Staff had a conference call with Stanislaus County IT/GIS personnel. Lots of updating and data exchanges still occurring. Lots of "blanks" to fill in on map accuracy.
 - b. Regulatory compliance date is 180 days preceding the election or May 11, 2017

Construction Activities

1. C&M crews and equipment operators continue to progress on capital projects and maintenance work.
2. Assisting Water Ops./Eng. Dept. with various tasks including storm water management.
3. Conducting Safety Coordinator tasks as needed. Completed the annual fire extinguisher training on 2/10.
4. Conducting Contract Administration tasks as needed.
5. C&M Worker – In House posting closed, currently reviewing applications.
6. Completed the 2016 Aquatics Pesticide Application Plan (APAP) annual report for magnacide applications for the year 2016.

Water Operations Activities

Engineering

1. Continued to process Encroachment and Ag Discharge Agreements and conduct field inspections during installation of the associated facilities.
2. Staff continued to work with landowners requesting deferred conditions of approval agreements, encroachment agreements and easements in accordance to OID's requirements for continued irrigation on recently completed lot line adjustments and parcel split projects.
3. Tule Evapotranspiration (ET) monitoring stations installed as part of the ET Monitoring and Measurement Project continued to collect data.
4. Staff continued to work with South San Joaquin Irrigation District, Calaveras County Water District, San Joaquin County and Stanislaus County to complete the draft mapping of the proposed OID East San Joaquin Sub-basin Groundwater Sustainability Agency.
5. The draft Joint Exercise of Powers Authority Agreement Establishing the East San Joaquin Groundwater Authority (JPA Agreement) was finalized and is being presented today for Board review and discussion. Pending any comments, staff anticipates bringing the JPA Agreement back for the Board's consideration of approval on March 7th.
6. A public hearing announcement of OID's intent to elect to become a GSA in representation of the OID service area within the East San Joaquin Groundwater Sub-basin (north of the Stanislaus River) was posted in the Oakdale Leader on February 1st and February 8th. A public hearing followed by potential adoption by OID's Board of Directors is scheduled for the meeting today. Pending approval OID staff will then proceed with a formal filing with DWR.
7. The STRGBA GSA MOU adoption and public hearings by each member agency were successfully completed. A formal filing with DWR of the GSA election is being processed now.
8. The Stanislaus County Technical Advisory Committee (TAC) meeting scheduled for February 9th was cancelled. The next meeting is scheduled to be held on March 9th.
9. Staff continued to work with CH2M and Stanislaus County staff to generate a draft boundary adjustment proposal that will balance not only population, but also more equally distribute acreage and small and large parcels amongst each director's division.
10. City staff continued to address a series of questions on the draft City of Oakdale Out of Boundary Service Agreement with OID on behalf of ID 41. City staff anticipated providing direction within the next two weeks. Once these questions have been answered the agreement will be provided to the ID 41 membership for approval to proceed.

11. Staff continued surveying, design, cost estimates, landowner meetings and drafting of plans for future projects.

Ag Water

1. Continued to respond and address questions regarding volumetric water deliveries as they were received.
2. OID staff continued working with Department of Water Resources (DWR) through the draft grant agreement process prior to final approval by the Board and initiation of any construction.
3. Continued to progress with updates and slight modifications to the Storm tracking software mainly based on customer and Distribution System Operator (DSO) feedback to continue to improve functionality and effective utilization of the software.
4. SCADA integration of automated and metered sites continued.
5. Winter water operations continued.
6. Preparation for the 2017 irrigation season and DSO orientation and training was continued.
7. In anticipation of decreasing from 10 to 8 DSO divisions due to the proposed 7 and 7 schedule, Water Operations staff drafted a new DSO division service area map and met with several DSOs to gather their feedback. Upon completion, new rotation sheets with updated facility and customer lists will be created in the Storm volumetric billing and tracking software.
8. With the soil moisture profile near or at capacity around the District and rain continuing to appear in the forecast, determination of the start of the 2017 irrigation season will be delayed at least until the March 7th meeting.

Water Utilities

1. Improvement District No. 41:
 - Pumping Station No. 3 remains out of service due to high turbidity issues.
2. Domestic Water Pumping Stations:
 - All Domestic Water Pumping Stations that are in service are operational.
3. Domestic Water Systems:
 - All water systems are operating without restrictions.
 - Performed quarterly blow-off valve exercising.
 - Performed Air Relief Valve exercising.
 - Title 22 water samples are in the process of being taken at each domestic well site.
 - Conducting inspections of all well head seals and replacing them as needed.
4. On-Call Activities:
 - There are no call outs to report.
5. Knights Ferry Pumping Station:
 - The Knights Ferry Pumps are active and continued to provide water to the treatment plant.
6. Irrigation Pumping Stations:
 - Agricultural deep well pumps are de-activated for winter with the exception of those that have been requested for rental. Applications for frost protection utilizing approximately 5 OID deep well sites have been requested to date.
 - Inspections continued on all drain pumps that have been left in service for the winter.

Finance Activities

1. Updated Miscellaneous Rate Study Model for 2017 rates.
2. Past Due Statements mailed to customers on February 10th. Staff continues to respond to questions regarding billing.
3. Preparation of ID22 Committee elections ballot.



CLOSED SESSION ITEMS

SPECIAL BOARD MEETING OF FEBRUARY 21, 2017