

**MEETING OF THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET, OAKDALE, CA 95361
TUESDAY, FEBRUARY 2, 2021 – 9:00 A.M.
AGENDA**

NOTICE: CORONAVIRUS (COVID-19)

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District web site (www.oakdaleirrigation.com) on Thursday, January 28, 2021 by 5:00 p.m. All writings that are public records and relate to an agenda item which are distributed to a majority of the Board of Directors less than 24-hours prior to the meeting noticed above will be made available on the Oakdale Irrigation District web site (www.oakdaleirrigation.com).

INFORMATION FOR REGULAR MEETING DURING SHELTER IN PLACE ORDER

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20, a local legislative body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public who wish to participate and to provide public comment to the local legislative body during the current health emergency. The Oakdale Irrigation District Board of Directors (OID Directors) will adhere to and implement the provisions of the Governor's Executive Order related to the Brown Act and the utilization of technology to facilitate participation.

The location of the meeting will be 1205 East F Street. This site may be utilized as the call-in center for some or all Directors who will be communicating via teleconference. Be advised these facilities are currently closed to public access due to implemented protection measures for the COVID 19 virus. The public will not be granted access to this facility.

If you wish to join the meeting as a member of the public to participate listen to and provide comment on agenda items, then please dial in using your phone. To join the OID Directors' meeting by teleconference, please call **1 669-900-9128, Access Code: 439-287-1020 #, the message will ask for a participant ID, just press # again. If you experience technical difficulties, please contact our IT Systems Administrator Michael Ballinger at (209) 896-6887.**

In addition to the mandatory conditions set forth above, the OID Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act in order to maximize transparency and provide the public access to their meetings.

The OID Directors offer many ways for you to participate in the OID Board Meeting without attending a meeting in person. Public comments and/or written comments for the OID Directors' agenda items can be submitted via email by 4:30 p.m. on the day before the

meeting to lfp@oakdaleirrigation.com. If you would like to support, oppose, or otherwise comment on an upcoming agenda item, please consider sending in your comments prior to the meeting. Pursuant to Government Code section 54954.3(a), Public Comment or public comment on an Agenda Item are limited to five (5) minutes.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5507, as far in advance as possible but no later than 24 hours before the scheduled event. The District will provide its best effort to fulfill the request.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS - ITEM 1

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

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

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

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

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 - 5

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

Only properly noticed agenda matters shall be permitted for discussion.

2. Approve the **Board of Director's Minutes of the Regular Meeting of January 19, 2021 and Resolution Nos. 2021-01, 2021-02, 2021-03 and 2021-04**
3. Approve **Oakdale Irrigation District's Statement of Obligations**
4. Approve the **Treasurer's Report for the Twelve Months Ending December 31, 2020**
5. Approve **Professional Services Agreement 2021-PSA-001 with Tim O'Laughlin, A Professional Law Corporation, and Authorize the General Manager to Execute**

ACTION CALENDAR - ITEMS 6 - 7

6. Review and take possible action to **Approve Resolution Adopting Rules & Regulations Governing Operation and Distribution of Water Within the Oakdale Irrigation District Service Area**
7. Review and take possible action to **Approve Resolution Adopting the Employee 2021 Official Salary and Wage Schedules**

DISCUSSION - ITEM 8

8. Discussion on **Budget Review Due to Potential Change in Distributions from Tri-Dam Project/Authority for Fiscal Year 2021**

COMMUNICATIONS - ITEM 9

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

CLOSED SESSION - ITEM 10

10. Closed Session to discuss the following:

- A. Government Code §54956.9(d)(1) – Existing Litigation**
SJTA, et al. v. State Water Resources Control Board

OTHER ACTION – ITEM 11

11. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 2, 2021 at 9:00 a.m.** via teleconference. Details can be obtained by calling (209) 847-0341.
- 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, February 18, 2020 at 9:00 a.m.** via teleconference and hosted by SSJID. Details can be obtained by calling (209) 249-4600.

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

BOARD MEETING OF FEBRUARY 2, 2021



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF FEBRUARY 2, 2021

BOARD AGENDA REPORT

Date: February 2, 2021
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTOR'S MINUTES OF THE MEETING OF JANUARY 19, 2021 AND RESOLUTION NOS. 2021-01, 2021-02, 2021-03 AND 2021-04

RECOMMENDED ACTION: Approve the Board of Director's Minutes of the Meeting of January 19, 2020 and Resolution Nos. 2021-01, 2021-02, 2021-03, and 2021-04

ATTACHMENTS:

- Draft Minutes of the Board of Director's Meeting of January 19, 2021
- Draft Resolution No. 2021-01
- Draft Resolution No. 2021-02
- Draft Resolution No. 2021-03
- Draft Resolution No. 2021-04

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
January 19, 2021

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

Directors: Tom Orvis, President
Brad DeBoer, Vice President
Herman Doornenbal
Linda Santos
Ed Tobias

Staff Present: Steve Knell, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer

Also Present: Fred A. Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletion of agenda items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

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

PUBLIC COMMENT ITEM NO. 1

There being no Public Comment; Public Comment closed at 9:03 a.m. and the Board Meeting continued.

Director Santos requested that Item No. 2 be pulled from the Consent Calendar.

CONSENT CALENDAR
ITEM NOS. 3, 4, 5, 7, 8

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

A motion was made by Director Santos, seconded by Director Tobias and was unanimously supported to approve the Oakdale Irrigation District's Statement of Obligations by a roll call vote of 5-0.

ITEM NO. 4
APPROVE IMPROVEMENT
DISTRICT'S STATEMENT OF OBLIGATIONS

A motion was made by Director Santos, seconded by Director Tobias and was unanimously supported to approve the Improvement District's Statement of Obligations by a roll call vote of 5-0.

ITEM NO. 5
APPROVE TREASURER'S REPORT AND FINANCIAL
STATEMENTS FOR THE ELEVEN MONTHS ENDING NOVEMBER 30, 2020

A motion was made by Director Santos, seconded by Director Tobias and was unanimously supported to approve the Treasurer's Report and Financial Statements for the eleven months ending November 30, 2020 by a roll call vote of 5-0.

ITEM NO. 6
APPROVE ADOPTION OF RESOLUTION APPROVING
THE OAKDALE IRRIGATION DISTRICT'S 2021 INVESTMENT POLICY

A motion was made by Director Santos, seconded by Director Tobias and was unanimously supported to approve Adoption of the Resolution Approving the Oakdale Irrigation District's 2021 Investment Policy by a roll call vote of 5-0.

ITEM NO. 7
APPROVE ADOPTION OF RESOLUTION AUTHORIZING DISPOSAL
OF PROPERTY NO LONGER NECESSARY FOR DISTRICT PURPOSES

A motion was made by Director Santos, seconded by Director Tobias and was unanimously supported to approve the Adoption of Resolution Authorizing Disposal of Property no Longer Necessary for District Purposes by a roll call vote of 5-0.

ITEM NO. 8
APPROVE ADOPTION OF RESOLUTION ON ACCEPTANCE OF
DEDICATION AND NOTICE OF COMPLETION OF A WATER SERVICE
EXTENSION FOR FAIRWAY 7 ESTATES (APN: 064-016-004 – TESORO HOMES, INC.)

A motion was made by Director Santos, seconded by Director Tobias and was unanimously supported to approve Adoption of the Resolution on Acceptance of Dedication and Notice of Completion of a Water Service Extension for Fairway 7 Estates (APN: 064-016-004 – Tesoro Homes, Inc.) by a roll call vote of 5-0.

The above consent items were approved by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motions passed by a 5-0 vote.

PULLED CONSENT CALENDAR
ITEM NO. 2

ITEM NO. 2
APPROVE THE BOARD OF DIRECTOR MINUTES
OF SPECIAL MEETING ON DECEMBER 15, 2020
AND RESOLUTION NOS. 2020-37, 2020-38 AND 2020-39

A motion as made by Director Santos and seconded by Director Orvis to approve the Minutes of the Special Meeting on December 15, 2020, contingent upon the removal of all but the last two sentences of Consent Calendar Item 8, and Resolution Nos. 2020-37, 2020-38 and 2020-39 and was voted by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	No
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	No

The motion passed by a 3-2 vote.

ACTION CALENDAR
ITEM NOS. 9, 10

ITEM NO. 9

**REVIEW AND TAKE POSSIBLE ACTION ON ADOPTION OF RESOLUTION
AMENDING THE BOARD GUIDELINES TO INCLUDE THE USE OF ELECTRONIC
COMMUNICATION DEVICES DURING BOARD AND COMMITTEE MEETINGS AND
AFFIRM THAT SECTION 5.603 CELL PHONE/ELECTRONIC DEVICE USE OF THE
PERSONNEL POLICIES AND PROCEDURES IS APPLICABLE TO THE BOARD
OF DIRECTORS WHILE THEY ARE CONDUCTING WORK FOR THE DISTRICT**

A motion was made by Director Doornenbal, seconded by Director Tobias and was unanimously supported to approve Adoption of the Resolution Amending the Board Guidelines to Include the Use of Electronic Communication Devices During Board and Committee Meetings and to affirm that Section 5.603 Cell Phone/Electronic Device Use of the Personnel Policies and Procedures is applicable to the Board of Directors while they are conducting work for the District by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motions passed by a 5-0 vote.

ITEM NO. 10

**REVIEW AND TAKE POSSIBLE ACTION TO APPROVE
THE PRESIDENT'S SLATE OF DESIGNATED ASSIGNMENTS
TO BOARD AND AD HOC COMMITTEES FOR 2021 AND 2022**

A motion was made by Director DeBoer, seconded by Director Doornenbal to approve the President's slate of designated assignments to Board and Ad Hoc Committees for 2021 and 2022 as set forth below by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	No
Director DeBoer	Yes

The motions passed by a 4-1 vote.

Standing Committees	Director	Director	Alternate
Finance	DeBoer	Doornenbal	Tobias
Water/Engineering	DeBoer	Tobias	Doornenbal
Personnel	DeBoer	Tobias	Orvis
Planning & Public Rel.	DeBoer	Orvis	Tobias
Domestic Water	Orvis	Tobias	DeBoer
Tri-Dam Project	Doornenbal	Orvis	Tobias
SJTA	Doornenbal		Orvis
Ad Hoc Committees			
JPIA Representative	Orvis		Tobias
Misc. Policies Update	Orvis	Tobias	DeBoer
Development Architectural Plans New Gregor Facility	DeBoer	Orvis	
Public Relations/Outreach with the City of Oakdale	Orvis	Tobias	DeBoer

DISCUSSION
ITEM NOS. 11, 12

ITEM NO. 11

**DISCUSSION / PRESENTATION ON THE DISTRICT'S
SURFACE WATER DIVERSIONS AND DEEP WELL PRODUCTION**

Water Operations Manager Eric Thorburn gave a PowerPoint presentation on the District's surface water diversions and deep well production.

ITEM NO. 12

**DISCUSSION ON DRAFT REVISED RULES & REGULATIONS
GOVERNING THE OPERATION AND DISTRIBUTION OF WATER
WITHIN THE OAKDALE IRRIGATION DISTRICT SERVICE AREA**

Water Operations Manager Eric Thorburn discussed the revised Rules & Regulations Governing the Operation and Distribution of Water within the Oakdale Irrigation District Service Area (Rules & Regs). He asked that the Directors review the Rules & Regs and provide him with any comments or suggestions. This will be placed on the agenda at the next Board Meeting as an action item.

At the hour of 10:47 a.m. President Orvis re-opened Public Comment due to technical difficulties at the start of the meeting.

PUBLIC COMMENT
ITEM NO. 1

Robert Frobose – Mr. Frobose commented on the Minutes from the December 15, 2020 Board Meeting. Mr. Frobose also commented on the appointments to the Board and Ad Hoc Committees.

COMMUNICATIONS
ITEM NO. 13

A. GENERAL MANAGER'S REPORT

General Manager Steve Knell discussed the information that was contained in the Board Packet under Communications.

B. COMMITTEE REPORTS

The Ad Hoc Committee on the Architectural Plans on the Greger Facility met on December 22, 2020. A Technical Memorandum was provided memorializing the Ad Hoc Committee's suggestions which are provided in the General Manager's Report.

C. SUMMARY OF DIRECTORS' COMMENTS/SUGGESTIONS

Director Tobias

Director Tobias stated that his granddaughter Mia's birthday was today and he wanted to wish her a happy birthday. He stated that she is nine years old today. He also thanked the General Manager Steve Knell for providing a copy of the letter of praise for the Water Operations Manager Eric Thorburn and his staff. He stated that he appreciated receiving this letter because they do a great job.

Director Doornenbal

Director Doornenbal stated that he was going to miss the Executive Assistant/Clerk to the Board Lori Fitzwater-Presley and stated that it has been a pleasure to have worked with her. He stated that he hoped she was blessed in her retirement.

Director Santos

Director Santos also congratulated Executive Assistant/Clerk to the Board Lori Fitzwater-Presley on her retirement.

Director DeBoer

Director DeBoer also congratulated Executive Assistant/Clerk to the Board Lori Fitzwater-Presley on her retirement. Director DeBoer said that he has been talking with some constituents and he was reminded about how blessed we are that the work that all of our forefathers did gave us this great District that we have today. He stated that the District could not have gotten to where it is today without a lot of foresight and investment in time and energy and quality employees. He stated that he would really like to see the Board look

forward and think about some new and innovative things. He said that the Board talked about having new reservoirs and asked that the District look into this further. We need to improve this District and continue to move forward for the people that are going to follow the current Board.

Director Orvis

Director Orvis said goodbye to 2020 and hello to 2021. Director Orvis stated that he is sure that there are things that everybody had that were enjoyable, but last year was a challenge. He stated that he did not think anyone has ever looked forward to a new year like we did last year. He thanked all of the employees and stated that it is admirable that we have gone through this for a year with very few issues affecting the District. He thanked the employees.

At the hour of 11:07 a.m. the Board took a short recess and adjourned to Closed Session at the hour of 11:20 a.m.

CLOSED SESSION
ITEM NO. 14

- A. Conference with Legal Counsel**
Government Code §54956.9(d)(2) – Anticipated Litigation
Significant Exposure to Litigation
One (1) Case
- B. Government Code §54957.6 – Conference with Labor Negotiator**
Agency Negotiator: General Manager
Represented Organization: OE3
Unrepresented Organization: Non-Exempt Confidential, Exempt
Supervisory and Exempt Management Bargaining Groups

At the hour of 12:19 p.m. the Board reconvened to open session.

Coming out of Closed Session Director Orvis stated that by a 5-0 vote the Board extended the Emergency Sick Leave for COVID retroactive from January 1, 2021 to March 31, 2021, with an opportunity to extend the leave beyond March 31, 2021, if necessary.

OTHER ACTION
ITEM NO. 15

At the hour of 12:20 p.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 2, 2021 at 9:00 a.m.** via teleconference. Details can be obtained by calling (209) 847-0341.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, January 21, 2021 at 9:00 a.m.** via teleconference and hosted by OID. Details can be obtained by calling (209) 847-0341.

Thomas D. Orvis, President
Board of Directors

Attest:

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-01**

2021 INVESTMENT POLICY

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

WHEREAS, the Treasurer of the District may annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Board of Directors at a public meeting (CGC §53646 (a)(2)).

WHEREAS, the Board approves the 2021 Investment Policy, delegates the full authority to invest and reinvest District funds, pursuant to California Government Code Section 53607 to the Treasurer under the supervision of the Finance Committee, and approves the Finance Committee's direction allowing the Treasurer to invest District funds in investments other than the Local Agency Investment Fund (LAIF) as directed in prior years.

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

Upon Motion of Director Santos, seconded by Director Tobias and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 19th day of January 2021 by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-02**

**RESOLUTION AUTHORIZING THE DISPOSAL
OF PROPERTY NO LONGER
NECESSARY FOR DISTRICT PURPOSES**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that it is in the best interest of the District to dispose of said surplus property in the most economical manner and direct the Chief Financial Officer to promptly dispose of the listed property in accordance with the District Surplus Property Policy.

Upon Motion of Director Santos, seconded by Director Tobias and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 19th day of January, 2021 by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

Oakdale Irrigation District 2021 Surplus Equipment List



QTY	Description	Salvage Value	OID Asset #	Manufacture	Model #	Reason for Disposal
1	2001 Dump truck (3 axle)	5,000.00	Equip. # 23	Kenworth	T-300	Non ARB Compliant, radiator, replacement parts issues, replaced 2020.
1	1985 Truck w/ IR825 compressor	3,000.00	Equip. # 42	International	S-1800	Non ARB Compliant, replacement parts unavailable
1	2006 1/2 ton Pick up	1,500.00	Equip. # 10	Chevy	C-1500	Transmission repair exceeds cost of vehicle value, replaced in 2020.
1	2007 3 axle truckw/lowboy trailer	35,000.00	Equip. # 29/TR-15	Kenworth/Cozad	T-800/Lowboy	Non ARB Compliant/Trailer not spec for District equip, replaced in 2020.
1	1998 Dump truck (2 axle)	1,500.00	Equip. # 61	Ford	F-800	Non ARB Compliant. Brake parts unavailable. Renting
1	75 gallon fuel cell	150.00	N/A	Weather Guard	75GA	Damaged, unusable
1	10 HP Gas Air Comppressor	250.00	N/A	Buckeye	K10	Low compression. Requires rebuild, parts unavailable.

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-03**

**ACCEPTANCE OF DEDICATION BY TESORO HOMES INC
OF A NEW WATER SERVICE EXTENSION
ON THE RURAL WATER SYSTEM**

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

WHEREAS, the owner and developer of APN: 064-016-004, Tesoro Homes, Inc. ("Developer"), offered to dedicate an extension of an existing 8" Rural Water System mainline, three (3) fire hydrants and thirteen (13) 1" water service connections therein to the OID; and

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

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

1. Developer has paid all monies owed the District, including those generated by the developer's contractors, for staff time.
2. This resolution covers the new 8" water mainline extension, including connection to the existing Rural Water System mainline, three (3) new fire hydrants, thirteen (13) new 1" water service connections, and all valves, meters, and enclosure boxes, which have been completed to the satisfaction of OID and the County.
3. As per the Developer's Agreement executed May 15, 2018, the Developer has warranted the system to be free of defects and operable for one (1) year from the date of acceptance of said system.
4. The system has passed all water quality tests required by OID, the County, and California Department of Health Services as applicable.
5. Thirteen (13) – 1" water meters complying with OID specifications have been delivered to OID.
6. Satisfactory final inspection by OID and the County has been performed.

7. The Developer has paid OID the Rural Water Connection Fees in the amount of \$9,180.00/lot for a total cost of \$119,340.00 to merge with OID's Rural Water System. These funds are to be placed into OID's Rural Water System Capital Replacement and Improvement Reserve Fund.
8. As per the District's Domestic Water Specifications, the Developer has submitted a set of "As-Built" drawings, to the District.

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

Upon Motion of Director Santos, seconded by Director Tobias and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 19th day of January, 2021 by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/ Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-04**

**AMENDING BOARD GUIDELINES TO INCLUDE THE
USE OF ELECTRONIC COMMUNICATION
DEVICES DURING BOARD AND COMMITTEE MEETINGS**

WHEREAS, the Brown Act, California Government Code section 6200 *et. seq.*, prohibits a majority of members of a legislative body from communicating outside of a public meeting on a matter on the agenda for their consideration; and

WHEREAS, the Board of Directors wish to encourage compliance with the Brown Act; and

WHEREAS, the use of electronic communication devices, such as cell phones, during a Board meeting may lead to the public's perception that a Director is not paying attention to the subject matter at hand or that a Director is receiving information relative to the subject matter at hand that other Directors and members of the public are not receiving; and

WHEREAS, the Board of Directors accordingly desires to adopt the Resolution Amending the Board Guidelines, adopted by the Board of Directors on January 19, 2019, to include the Use of Electronic Communication Devices During Board and Committee Meetings as set forth below.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board Guidelines adopted by the Board of Directors in January 19, 2016 shall be amended to include the following language:

A Director's use of electronic communication devices, such as cell phones, during a Board meeting may lead to the public's perception that a Board Director is not paying attention to the subject matter at hand or that a Board Director is receiving information relative to the subject matter at hand that other Board Directors and members of the public are not receiving, either one of which is adverse to good government and transparency. Therefore, a Director's use of electronic communication devices (including cell phones and tablets), are prohibited during Board meetings. OID staff shall be available during Board meetings to take emergency calls for Directors and shall immediately notify any Director who receives an emergency call.

2. This Resolution shall be effective immediately upon adoption.

Upon Motion of Director Santos, seconded by Director Tobias and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 19th day of January, 2021 by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 2, 2021
Item Number: 3
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

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

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
OID Improvement Districts	December 2020 Collection Reimbursement	\$ 120,361.61
IRS	Payroll Taxes	55,188.14
Kaiser	Healthcare – February	52,835.02
Sutter Health Plus	Healthcare – February	44,914.17
Krohne Inc.	Enviromag Flow Senors & Converters	37,292.38
Cal PERS	Retirement Contribution	34,094.23
P G & E	Electricity – December	12,876.48
Fresno Valves & Casting, Inc	Gates	11,640.95
Condor Earth Technologies, Inc.	WR# 025, WR# 019, WR# 028	11,565.83
Rubicon, Inc.	Oracle Processor License & SCADA Connect	11,136.00
		\$ 391,904.81
	Other Obligations:	116,414.54
	Total Obligations:	\$508,319.35

FISCAL IMPACT: \$508,319.35

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

February 2, 2021

Accounts Payable
Check Register - February 02, 2021



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
1142021	1/14/2021	Visa	\$ 363.27	Ladder
119211	1/19/2021	Internal Revenue Service	904.48	Payroll Taxes
119212	1/19/2021	Employment Development Department	26.95	Payroll Taxes
121211	1/21/2021	Oak Valley Community Bank	4,335.00	Gift Cards
122211	1/22/2021	Internal Revenue Service	54,283.66	Payroll Taxes
122212	1/22/2021	ICMA Retirement	2,480.41	Deferred Comp Contribution
122213	1/22/2021	Employment Development Department	9,870.20	Payroll Taxes
122214	1/22/2021	California Public Employees' Retirement System	34,094.23	Retirement Contribution
122215	1/22/2021	VOYA Retirement	10,376.16	Deferred Comp Contribution
28948	1/25/2021	Ace Hardware	546.68	Ball Valve, Brass Bell and Phillips Bits
28949	1/25/2021	ACWA-JPIA	9,513.33	Dental/Vision - February
28950	1/25/2021	Allied Concrete Pumping, LLC	1,661.99	Concrete Pumping
28951	1/25/2021	Allied Concrete and Supply Co., Inc.	1,534.47	Concrete
28952	1/25/2021	All Rigging Company	582.52	Nylon Slings and Round Slings
28953	1/25/2021	Amazon	705.00	Hitch Pin, Bit Kit, Wireless Endoscope, 24" Pump, Water Cooler Spigots
28954	1/25/2021	Badger Meter, Inc.	1,291.63	Hydrant Meter
28955	1/25/2021	Barry, Mike	25.00	Refund For Spencer Deep Well
28956	1/25/2021	BG Agri Sales & Service	83.93	Swivel, Caps, Connectors and Tank Lids
28957	1/25/2021	California State Disbursement Unit	207.69	Levy
28958	1/25/2021	C & C Portables, Inc.	366.53	Portable Rental - Rest of December
28959	1/25/2021	Coffee Break Service, Inc.	142.00	Coffee Services
28960	1/25/2021	Comcast Business	689.69	Office Phone Charges - November and January
28961	1/25/2021	Condor Earth Technologies, Inc.	11,565.83	WR# 025, WR# 019 and WR# 028
28962	1/25/2021	Conlin Supply Co., Inc.	1,164.45	2-7/8" Flat Cap for Oil-Field Pipe and Gate
28963	1/25/2021	CoreLogic Solutions, LLC	275.00	Real Quest - December
28964	1/25/2021	Cypress Title Corporation	11.00	Refund APN: 062-012-011
28965	1/25/2021	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	4,985.00	Legal Fees - December
28966	1/25/2021	Digi-Key Corporation	469.29	16X14X8 Steel Enclosure and Padlock Adapter
28967	1/25/2021	EZ Haul	4,845.84	Premier Plug
28968	1/25/2021	Fastenal Company	1,587.92	Batteries, Coolers, Rubber Straps, Gloves
28969	1/25/2021	First American Title Company	1,500.00	Refund APN: 063-014-026
28970	1/25/2021	Fresno Valves & Castings, Inc.	11,640.95	36" Wide x 36" High w/168" Frame and 101C Gates
28971	1/25/2021	George Reed, Inc.	7,067.62	AB Recycled and AB-CL II Aggregate
28972	1/25/2021	Gilton Resource Recovery Transfer Facility, Inc.	1,648.52	Concrete, Solid and Hard To Handle Waste
28973	1/25/2021	Gilton Solid Waste Management, Inc.	501.10	Refuse Charges - December
28974	1/25/2021	Giuliani & Kull, Inc.	575.00	WR# 098 - North Dudley Pipeline
28975	1/25/2021	Grainger	1,941.34	Charts, Hip Waders and Chalk Line Kits
28976	1/25/2021	Haidlen Ford	313.68	Filter Asy and Exhaust Emission Element
28977	1/25/2021	Hixco	537.74	Locks and Disposable Coveralls
28978	1/25/2021	Hunt & Sons, Inc.	7,012.39	Fuel
28979	1/25/2021	Interstate Truck Center	363.24	CB Radio and Slik Disk
28980	1/25/2021	Jorgensen Company	195.05	Sensor
28981	1/25/2021	Krohne Inc.	37,292.38	Krohne Enviromag Flow Sensors and Converters
28982	1/25/2021	Mission Uniform Service	1,277.28	Uniform Services and Supplies
28983	1/25/2021	Modesto Irrigation District	123.33	Electricity - December
28984	1/25/2021	Modesto Steel Company, Inc.	2,234.93	Tubing Square 1" X .095", Channels, Flat Bars Strips and Beam
28985	1/25/2021	Moore Quality Galvanizing L.P.	1,231.34	Galvanized Pipe
28986	1/25/2021	Northern Steel, Inc.	969.50	Pretied Rebar Cage
28987	1/25/2021	Oakdale Golf & County Club, Inc.	85.36	Staff Meeting Luncheon
28988	1/25/2021	Oak Valley Hospital District	75.00	DOT Exam
28989	1/25/2021	Oberkamper, Marc	263.88	Health and Wellness Reimbursement Jan-Dec
28990	1/25/2021	Office Depot	868.49	Office Supplies

Accounts Payable
Check Register - February 02, 2021



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
28991	1/25/2021	OID Improvement Districts	120,361.61	2020 December Collections Reimbursement (ID31)
28992	1/25/2021	O'Laughlin & Paris LLP	55.00	Legal Fees - December
28993	1/25/2021	Operating Engineers Union Local No. 3	3,036.00	Union Dues PPE: 01/16/2021
28994	1/25/2021	P G & E	12,876.48	Electricity - December
28995	1/25/2021	Pape Machinery - Power Plan	998.24	Straps and Seal Kit and Mat
28996	1/25/2021	Principal Financial Group	915.94	Life Insurance - February
28997	1/25/2021	Rubicon, Inc.	11,136.00	Oracle Processor License and SCADACONnect & Network Control 2021
28998	1/25/2021	Sheldon, Emily	75.00	Steel Toe Boot Reimbursement
28999	1/25/2021	Sierra Controls, LLC	357.50	WR# 006 - Troubleshoot Communication Failer
29000	1/25/2021	Spraytec	686.01	Barbs and Interface Cable
29001	1/25/2021	State Water Resources Control Board	3,141.60	Small Water System Annual Fees 07/01/20-06/30/21
29002	1/25/2021	Sutter Health Plus	44,914.17	Healthcare - February
29003	1/25/2021	Target Specialty Products	9,016.80	Dimension / Cleantraxx and Milestone
29004	1/25/2021	Teter, LLP	6,886.20	WR# 001 - Architectural Services November and December
29005	1/25/2021	TP Express	2,550.00	Regular and Single Portable Restrooms
29006	1/25/2021	Tri-West Tractor Incorporated	284.83	Solenoid and Filters
29007	1/25/2021	Rodrigues, David & Diane D.	20.10	Refund Check 004343-000, 9708 Morris Hunter Drive
29008	1/25/2021	Vella, Vince	275.88	Health and Wellness Reimbursement Jan-Dec
29009	1/25/2021	Verizon Wireless	7.02	Cimis Station
29010	1/25/2021	Walker, Randy	554.67	Certificate Payout
29011	1/26/2021	Comcast	543.01	Analog Lines, TV and Internet - February
29012	1/26/2021	Ellis Self Storage, Inc.	85.00	Storage - February
29013	1/26/2021	Kaiser Foundation Health Plan, Inc.	52,835.02	Healthcare - February
			<u>\$ 508,319.35</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
February 2, 2020

Voided Check No. 28684

THE FOREGOING CLAIMS, NUMBERED 1142021, 119211 THROUGH 119212, 121211, 122211
THROUGH 122215. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE
IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 2, 2021
Item Number: 4
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2020

RECOMMENDED ACTION: Approve the Treasurer's Report for the Twelve Months Ending December 31, 2020

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of December 31, 2020. The month ended with \$61.4 million in designated reserves, \$1.4 million in restricted cash and \$10.6 million in operating cash.

The Unaudited Financial Statements for the twelve months ending December 31, 2020 will be provided at the next Board meeting as final year end entries are still being completed.

FISCAL IMPACT: None

ATTACHMENTS:

➤ Treasurer's Report

Board Motion:

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

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING DECEMBER 31, 2020

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING DECEMBER 31, 2020

PERIOD ENDING	12/31/2020	RATE	11/30/2020	NET CHANGE
<u><i>OAKDALE IRRIGATION DISTRICT FUNDS</i></u>				
LAIF	\$171,853.91	0.540%	\$171,464.46	\$389.45
OAK VALLEY COMMUNITY BANK CHECKING	927,620.04		499,688.92	427,931.12
OVCB BUSINESS PLUS SAVINGS	1,162,750.38	0.500%	1,124,019.55	38,730.83
UNION BANK OF CALIFORNIA	69,709,712.01	0.500%	69,785,452.03	(75,740.02)
<i>TOTAL TREASURY FUNDS</i>	<u>71,971,936.34</u>		<u>71,580,624.96</u>	<u>391,311.38</u>
<u><i>IMPROVEMENT DISTRICT FUNDS</i></u>				
IMPROVEMENT DISTRICT'S FUNDS	1,395,711.36		1,393,184.10	2,527.26
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,395,711.36</u>		<u>1,393,184.10</u>	<u>2,527.26</u>
<u><i>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</i></u>	<u>\$73,367,647.70</u>		<u>\$72,973,809.06</u>	<u>\$393,838.64</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2020

DISTRICT CASH AND CASH EQUIVALENTS		12/31/2020	12/31/2019	NET CHANGE
Beginning Balance: 12/1/2020		\$71,580,624.96		
Receipts / Earnings / Transfers		1,753,481.59		
Expenditures / Transfers		(1,362,170.21)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	12/31/2020	\$71,971,936.34	\$65,429,743.72	\$6,542,192.62
<u>GENERAL FUND</u>				
Beginning Balance: 12/1/2020		\$10,214,275.92		
<u>RECEIPTS / EARNINGS</u>				
Net Investment Income	(74,693.44)			
Collection Receipts	1,828,175.03			
Total Receipts:		1,753,481.59		
<u>EXPENDITURES</u>				
Accounts Payable	1,015,210.25			
Payroll	346,959.96			
Total Expenditures:		(1,362,170.21)		
BALANCE ON HAND:	12/31/2020	\$10,605,587.30	\$10,120,296.01	\$485,291.29
<u>DESIGNATED FUNDS:</u>				
<u>MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE</u>				
Beginning Balance: 12/1/2020		\$1,383,417.89		
Transfer from General Fund		0.00		
Transfer Funds to General Fund		0.00		
BALANCE ON HAND:	12/31/2020	\$1,383,417.89	\$2,279,231.06	(\$895,813.17)
<u>JOINT CANYON TUNNEL PROJECT RESERVE</u>				
Beginning Balance: 12/1/2020		13,000,000.00		
Transfer from General Fund		0.00		
Expenditures		0.00		
BALANCE ON HAND:		\$13,000,000.00	3,500,000.00	9,500,000.00
<u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE</u>				
Beginning Balance: 12/1/2020		\$10,964,670.72		
Transfer from General Fund		0.00		
Transfer to General Fund		0.00		
BALANCE ON HAND:	12/31/2020	\$10,964,670.72	\$18,000,000.00	(\$7,035,329.28)
<u>DEBT SERVICE RESERVE - maximum \$21,145,000</u>				
Beginning Balance: 12/1/2020		16,000,000.00		
Transfer from General Fund		0.00		
Expenditures		0.00		
BALANCE ON HAND:		\$16,000,000.00	13,500,000.00	2,500,000.00

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2020

DISTRICT CASH AND CASH EQUIVALENTS	12/31/2020	12/31/2019	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 12/1/2020	5,507,244.15		
Transfer from General Fund	0.00		
Expenditures	0.00		
BALANCE ON HAND:	\$5,507,244.15	3,500,000.00	2,007,244.15

MUNICIPAL CONSERVATION PROJECT RESERVE

Beginning Balance: 12/1/2020	200,000.00		
Transfer from General Fund	0.00		
Expenditures	0.00		
BALANCE ON HAND:	\$200,000.00	100,000.00	100,000.00

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 12/1/2020	\$8,238,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND:	\$8,238,000.00	\$8,238,000.00	\$0.00

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 12/1/2020	\$1,004,134.14		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2020	\$1,004,134.14	\$906,835.94	\$97,298.20

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 12/1/2020	\$1,100,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 12/31/2020	\$1,100,000.00	\$1,220,296.71	(\$120,296.71)

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 12/1/2020	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2020	\$3,075,000.00	\$3,075,000.00	\$0.00

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 12/1/2020	\$893,882.14		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2020	\$893,882.14	\$990,084.00	(\$96,201.86)

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2020

DISTRICT CASH AND CASH EQUIVALENTS	12/31/2020	12/31/2019	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 12/1/2020	\$1,393,184.10		
Receipts	2,537.26		
Expenditures	(10.00)		
BALANCE ON HAND: 12/31/2020	\$1,395,711.36	\$1,619,736.99	(\$224,025.63)

FILED: January 28, 2021 STATE OF CALIFORNIA / COUNTY OF STANISLAUS

BOARD AGENDA REPORT

Date: February 2, 2021
Item Number: 5
APN: N/A

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT 2021-PSA-001 WITH TIM O'LAUGHLIN, A PROFESSIONAL LAW CORPORATION, AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Authorize General Manager to Execute Professional Services Agreement 2021-PSA-001 with Tim O'Laughlin, A Professional Law Corporation

BACKGROUND AND/OR HISTORY:

Oakdale Irrigation District does not have in-house legal counsel and therefore contracts for all legal services for the District. Water Counsel is a specialized area that has been provided by O'Laughlin and Paris for many years. Our primary provider, Tim O'Laughlin, has recently separated from O'Laughlin and Paris and now provides professional legal services through his own corporation, Tim O'Laughlin, A Professional Law Corporation.

Staff recommends contracting with Tim O'Laughlin for water related legal services to provide continuity for the Board and staff. The O'Laughlin and Paris contract will remain in place to provide availability for legal services as needed on other water related issues (SGMA, GSA/GSP development, WQCP, SJTA, etc.) and water related litigation matters. Staff recommends that the Board authorize the General Manager to execute Professional Services Agreement 2021-PSA-001 with Tim O'Laughlin, A Professional Law Corporation.

FISCAL IMPACT: None. Services are provided as needed and within Budget.

ATTACHMENTS:

- Professional Services Agreement 2021-PSA-001
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



PROFESSIONAL SERVICES AGREEMENT
between
OAKDALE IRRIGATION DISTRICT
and
TIM O'LAUGHLIN A PROFESSIONAL LAW CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made and entered into retroactively to 23rd day of November 2020 (the "Effective Date") by and between **Oakdale Irrigation District** an irrigation district organized pursuant to Division 11 of the California Water Code ("Client") and **Tim O'Laughlin A Professional Law Corporation**, a corporation organized in California ("Consultant"), regarding the retention of Consultant by Client to provide legal advice and services.

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

1. **Services:** Consultant and Client agree Consultant shall perform the legal services identified in **Exhibit "A"** attached hereto (the "Work"). Legal services will be on an "As Needed" basis as directed by the General Manager, Oakdale Irrigation District or his designated representative.
2. **Independent Consultant Relationship:** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client unless directed to do so on Client's behalf. Consultant will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Consultant is an independent contractor, Client will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest. Consultant warrants that, to

the best of its knowledge, there is no other existing contract or duty on Consultant's part inconsistent with this Agreement.

3. Prevailing Wages: Not Applicable

4. Manner of Performance: The manner and means which Consultant chooses to complete the Work are in Consultant's sole discretion and control. In completing the Work, Consultant agrees to provide its own equipment, tools, and other materials at its own expense. Consultant shall perform the services necessary to complete the Work in a timely and professional manner consistent with the California Rules of Professional Conduct Rule 3-600.

5. Changes/Amendments. This Agreement may not be changed except by written amendment signed by both parties. Services not expressly set forth in this Agreement are excluded. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, in Client's reasonable discretion, to compensate Consultant for any reasonable additional costs directly attributable to the delay.

6. Fees for Services: All Work shall be performed as directed by the General Manager or his designated representative as described in **Exhibit "A"**. The Fee for Services will be established on a Unit Rate basis as identified in **Exhibit "B"**. If additional Work is required, the Consultant will be issued an additional **Work Release** or the **Work Release** will be amended. All rates will include payroll burdens and benefits, overhead, and profit. The rates identified on **Exhibit "B"** shall remain fixed for the duration of the Work; provided, however, that Consultant may request, in writing, a modification of such rates. Any modifications may only take effect if and after approved by the Client's board of directors, at which point Client and Consultant shall enter into a written modification of this Agreement to reflect such increased rates. In no event will Client be held accountable for any additional cost except in accordance with the terms and procedures of this Agreement.

7. Payment: Invoices will be submitted monthly and payment shall be made for undisputed invoices within thirty (30) days of receipt by Client of Consultant's invoice and per the current rate schedule attached as **Exhibit "B"**. Consultant can bill for portions of the amount on a monthly basis if they so desire. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but within seven (7) days after receipt with an explanation setting forth the reasons in writing why the invoice is not proper. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed. If any other payment schedules are needed by Consultant, the Consultant must obtain approval before the Work begins. All invoices are to be emailed to the Client's accounts payable department, ap@oakdaleirrigation.com with the PSA or Work Release number listed on the invoice.

If the Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Work hereunder or may initiate collection proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

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

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
Auto Liability:	Consultant does not own any vehicles. Associates will drive personal vehicles with personal auto liability.
Worker's Compensation coverage:	Statutory Limits

Said insurance will be evidenced by certification filed with the Client in a form satisfactory to the Client and as otherwise specified by this Agreement. Additional Insured Endorsement not available for Professional Liability and Worker's Compensation coverage. All policies shall name **"the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers"** as **additional insureds**.

- 9. Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability, if professional liability is not provided and automobile liability insurance as set forth in this Agreement.
- A. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following: Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
 - B. Required Provisions: The General Liability and Automobile Liability policies, if required, are to contain, or be endorsed to contain, the following provisions: Client, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2013, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of Consultant, premises owned, occupied or used by Consultant, and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers.
 - C. For any claims related to the Work, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
 - D. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
 - E. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

- 10. Workers' Compensation Insurance:** By Consultant's signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that consultant will comply with such provisions before commencing the performance of the professional services under this contract. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with Client the certificate required by Labor Code Section 3700.
- 11. Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Consultant for the District, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
- 12. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client. At the option of the Client, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- 13. Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
- 14. Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Consultant shall provide Client a certified copy of any and all applicable insurance policies upon request of Client. Timely renewal certificates will be provided to Client.
- 15. Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.
- 16. Indemnity:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Consultant, Consultant's agents, employees, or subcontractors, or their agents or employees, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. Such indemnity shall extend to claims, demands or liabilities of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the

Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of the Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

- 17. Laws, Regulations and Permits:** Consultant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Consultant shall be liable for all violations of the law in connection with Work furnished by Consultant. If Consultant observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Consultant shall promptly notify Client in writing prior to proceeding with any Work in accordance therewith. If Consultant performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to Client, Consultant shall bear all costs arising therefrom.
- 18. Safety, Illness and Injury Prevention Plan (IIPP):** Client is not responsible for Consultant's means, techniques, sequences, procedures, or the safety precautions and programs incident thereto.
- 19. Termination:** Consultant may terminate this Agreement upon sixty (60) days' written notice to Client. Client may terminate at will. Client shall pay Consultant for all services rendered to the date of termination. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued. Upon termination of the Agreement or earlier as requested by Client, Consultant shall deliver to Client any and all documents, notes and memoranda, together with all copies thereof, and any other material containing or disclosing any Client Work Product or Proprietary Information of Client.
- 20. Reuse of Work Products:** All Work Product shall be considered Attorney-Client privileged, except as otherwise provided by law.
- 21. Proprietary Information:** Consultant agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Client's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining Client's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of Client. Notwithstanding the

other provisions of this Agreement, nothing received by Consultant will be considered to be Client's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Consultant from a third party without confidential limitations, (3) it has been independently developed for Consultant by personnel or agents having no access to the Client Proprietary Information, or (4) it was known to Consultant prior to its first receipt from Client. Consultant agrees not to disclose to Client, or bring into Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Consultant.

22. Non-Interference: During and for a period of two (2) years immediately following termination of this Agreement by either party, Consultant agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with Client.

23. Disclaimer of Warranty: No warranties have been made by Consultant with respect to the successful termination of any matter for which Consultant is providing advice of legal services. All expressions made by Consultant about the possible outcome of such matters represent only Consultant's opinion.

24. Confidentiality and Public Relations: Consultant is not authorized to waive or release any privilege or other protection of information, confidential, secret or otherwise, obtained from or on behalf of Client. Consultant is to keep all confidential, privileged or secret information confidential, even after termination of the relationship between Consultant and Client. Consultant is not authorized to communicate with the public, including the press, about Client or matters undertaken at the behest or on the behalf of Client without the prior written approval of Client.

25. Notice: Any notice required under this agreement shall be in writing and shall be deemed to have been duly served if delivered in person, or if delivered at or sent by first class mail to the business address of the person for whom it is intended, as specified in this Agreement.

26. Financial Disclosures: The attorneys in the Consultant's office who perform services for the Client shall make all disclosures required of attorneys by Client's Conflict of Interest Code in the time, place and manner set forth in that code and as directed by Client.

27. Miscellaneous:

- A. This represents the entire Agreement of Client and Consultant and is binding upon the Client and Consultant. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
- B. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.

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

28. Special Provisions

- A. Conflicts of Interest – As of the effective date of this contract, Consultant has advised Client of no existing conflicts of this nature. However, if a conflict is discovered during the course of this contract execution, Consultant will bring this matter to the immediate attention of the Client. Client has been advised the Consultant represents the following parties which have been determined not to be a conflict of interest: San Joaquin River Group Authority, Westermann Farm, Hamilton City Community Service District, Tri-Dam Power Authority, Rio Linda/Elverta Community Water District, Florida Power & Light, County of Solano, Reliant Energy, Oakdale Irrigation District, and Tri-Dam Project.
- B. Billing Statements – Unless otherwise agreed to in writing, Consultant shall issue monthly bills within fifteen (15) days after the close of each month. Each invoice will consist of the following
 - (1) The monthly bill shall clearly identify each person performing services in conjunction with each entry.

- (2) The monthly bill shall record the item expended by each person in conjunction with each entry.
 - (3) The monthly bill will describe, within each itemized daily task entry, in sufficient detail, the project or task each service related to, the subject and purpose of each service, and the names of others who were present or communicated within the course of performing the service.
- C. Client will not be billed for Consultant's time in preparation or discussion of this Agreement or in discussion concerning questions regarding the monthly bill.
 - D. Client shall not be required to provide Consultant with a retainer or other advance fee.
 - E. Unless advanced Client approval is obtained, Consultant will not have more than one person bill for court appearances, attendance at depositions, meetings, and internal conferences.
 - F. Consultant shall receive no other compensation in any manner or form than that provided for expressly in this Agreement.
 - G. Client agrees to disclose truthfully all relevant information to Consultant upon request.
 - H. Client will make its management and staff, and any documents, or things under its control, available to Consultant at reasonable times and places for such conferences, inspections, or discussions.
 - I. Client will promptly notify Consultant of any change in Client's address or telephone number.
 - J. All documents presented by Client to Consultant remain the exclusive property of Client and must be returned upon demand at no cost to Client. Consultant expressly relinquishes all general, possessory or retaining liens known to the common or statutory law.

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

OAKDALE IRRIGATION DISTRICT

**TIM O'LAUGHLIN A PROFESSIONAL
LAW CORPORATION**

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

Name: Tim O'Laughlin
Position: Owner

Date

Date

EXHIBIT "A"

SCOPE OF REPRESENTATION

Client retains Consultant to act as its special counsel on water issues. Client intends and expects that Consultant shall provide all legal advice and services that it requires, in accordance with, and except as expressly provided by, the terms and conditions and Special Provisions of this Agreement. In accordance with California Rules of Professional Conduct Rule 3-600, the Oakdale Irrigation District, acting by and through its Board of Directors, is the Client for purposes of this Agreement.

A. Non-Litigation Matters.

- (1) Consultant shall provide written and oral advice to Client and shall take all reasonable steps to keep Client informed on significant developments affecting Client and Client's water rights.
- (2) Where requested by Client, Consultant shall attend and participate in meetings, telephone conference calls and/or other forums on behalf of Client on water related matters.
- (3) Consultant shall, as necessary, assist Client's management and staff in the implementation of policies and decisions regarding water related matters.

B. Litigation Matters.

- (1) Consultant shall represent Client in the prosecution and/or defense of any and all claims, charges, lawsuits and other proceedings affecting Client's water rights, use of water or other water related issues which are filed before any court, board, or other tribunal of competent jurisdiction.
- (2) Consultant shall regularly advise Client as to the status and progress of any such litigation, and shall promptly convey to Client any and all settlement offers for consideration and action.
- (3) For all litigation in which Client is represented by Consultant, Client grants to Consultant the power of attorney in order that Consultant may execute all documents relevant to the case, including pleadings, verifications, dismissals, orders and all other documents that Client could otherwise properly execute.

C. Limitations on Representation.

- (1) Consultant shall not provide any advice or legal services, whether deemed litigation or non-litigation in nature, concerning matters of labor law. Client has retained other counsel to handle such matters.
- (2) Consultant shall not represent Client in any litigation in which Client is being represented by counsel in accordance with any insurance agreement, including but not limited to, that between Client and ACWA-JPIA.
- (3) Should Client believe it is advisable to obtain special counsel for specific needs, Client may do so and agrees to notify Consultant of such action.

Provide legal counsel and representation to the Oakdale Irrigation District in connection with the Client's employment law needs or any other legal services as directed by the General Manager, Oakdale Irrigation District.

Authorization to proceed with any expenditure of funds for reimbursement will be by the direction of the General Manager or his designated representative. Each authorization will be under a Work Release issued by the Oakdale Irrigation District.

EXHIBIT "B"

FEE AND RATE SCHEDULE

Compensation for Consultant's advice and legal services shall be based upon an hourly fee arrangement.

A. Hourly Fee.

- (1) Consultant will be paid for its advice and legal services based on the number of hours expended on behalf of Client multiplied by Consultant's hourly rate for the Attorney as follows:

Tim O'Laughlin	\$400.00
----------------	----------

- (2) Consultant shall charge no more than the hourly rate quoted above unless otherwise agreed in a written agreement signed by the Consultant and the Client.
- (3) Time charges will be computed and billed to the tenth of an hour.

B. Reimbursable Expenses.

- (1) Client agrees to pay the actual, reasonable costs and expenses incurred by Consultant in the performance of its advice and legal services.

C. Travel Expenses.

- (1) Consultant to bill all travel time at the hourly rate.

D. Non-reimbursable Expenses.

- (1) Consultant shall not charge Client for meals, overtime, word processing or computer charges, library materials, stationary, office supplies or utilities.
- (2) Consultant shall pass through to Client the actual costs of any reimbursable expense incurred by Consultant through an outside vendor, and will not add any mark-up or surcharge for such services.
- (3) Consultant shall not charge Client for any item which is properly considered Consultant's overhead.

E. Experts and Consultants.

- (1) To aid Consultant in the provision of advice and legal services to Client, Consultant may need to retain experts, consultants or investigators. Consultant will not hire such persons unless Client agrees to pay their fees and charges.
- (2) Consultant will be responsible for selecting and managing the services of any expert, consultant or investigator.



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF FEBRUARY 2, 2021

BOARD AGENDA REPORT

Date: February 2, 2021
Item Number: 6
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION ADOPTING RULES & REGULATIONS GOVERNING THE OPERATION AND DISTRIBUTION OF WATER WITHIN THE OAKDALE IRRIGATION DISTRICT SERVICE AREA

RECOMMENDED ACTION: Approve Resolution Adopting Rules & Regulations Governing the Operation and Distribution of Water Within the Oakdale Irrigation District Service Area

BACKGROUND AND/OR HISTORY:

This item came before the Board on January 19, 2021 as a discussion item. The Rules and Regulations Governing the Operation and Distribution of Water Within the Oakdale Irrigation District Service Area (Rules & Regs) had not been updated since May 5, 2005. In the last sixteen (16) years there have been many changes in Board policies as well as in the California Water Code which needed to be included in the Rules & Regs.

The Board was asked to review the Rules & Regs and provide any comments to staff prior to this Board Meeting. As of the 27th of January no comments have been provided to staff regarding any revisions to the Rules & Regs. No substantive changes have been made since the last Board Meeting so it is now being brought to the full Board today for approval and adoption.

FISCAL IMPACT: None

ATTACHMENTS:

- Rules & Regs
- Resolution No. 2021-NIL

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Rules & Regulations
Governing the Operation and Distribution of Water
Within the Oakdale Irrigation District Service Area



Adopted by the OID Board of Directors (Board) on _____. These rules and regulations may be changed at any time by order of the Board with or without notice.

Rules & Regulations

Governing the Operation and Distribution of Water

Within the Oakdale Irrigation District Service Area

PREAMBLE

These Rules and Regulations Governing the Operation and Distribution of Water (Rules and Regulations) within the Oakdale Irrigation District are established pursuant to Section 22257 of the California Water Code which states in part that, “each district shall establish equitable rules for the distribution and use of water, which shall be printed in convenient form for distribution in the district.” Oakdale Irrigation District has established these rules and regulations to ensure equitable, economical, and efficient distribution, use, and conservation of water resources available to the District. The Oakdale Irrigation District is dedicated to and will strive for the orderly and timely delivery of those water resources through every effort possible within the physical and operational constraints of the distribution facilities and distribution system operators. The District is committed to excellence in water resource management and all aspects of operation.

MISSION STATEMENT

“To protect and develop Oakdale Irrigation District water resources for the maximum benefit of the Oakdale Irrigation District community by providing excellent irrigation and domestic water service.”

- **OAKDALE
IRRIGATION DISTRICT**

GENERAL INFORMATION

Oakdale Irrigation District (OID or District) was formed on November 1, 1909 as an irrigation district of the State of California formed pursuant to the provisions of Division 11 of the California Water Code (CWC) for the purpose of delivering irrigation water to the agricultural lands within its boundaries. Geographically, the District encompasses parts of Stanislaus and San Joaquin Counties, about 12 miles northeast of Modesto and 30 miles southeast of Stockton. Urban areas in the District include the city of Oakdale and the unincorporated area of Valley Home located in Stanislaus County. Water to supply the District comes principally from the Stanislaus River under well-established adjudicated water rights but also from water reclamation and drainage recovery systems and pumping from deep wells. The District's distribution systems include the Goodwin Diversion Dam on the Stanislaus River below the Tulloch Dam, at which point water is diverted into the District's main canal systems.

Currently the District operates and maintains over 330 miles of laterals, pipelines, and tunnels, 25 deep wells, and 41 lift pumps to serve local agricultural customers. Secondary easements as defined in Section 22438 of the CWC are maintained for all District facilities other than those with easements evidenced by a written grant or judgment providing a legal description. In addition to providing surface irrigation (raw) water to over 2,900 parcels in its 82,000 acre service area, the District also supplies domestic water to over 700 customers. The District does not presently operate a domestic water treatment plant or provide municipal or industrial water.

The District is governed by a 5-member Board who are elected by the residents of the District to staggered four-year terms. To facilitate matters, most business coming before the District's Board is first considered by one of its committees. Each committee then reports and/or provides a recommendation to the full Board, which makes the final decision. There are seven standing committees that include Domestic Water, Finance, Personnel, Planning and Public Relations, San Joaquin Tributary Authorities, Tri-Dam Project, and Water/Engineering. In accordance with Section 21377 of the CWC, regular board meetings are held on the first Tuesday of each month at the District office. Special board meetings are also held on occasion. Board meeting dates, agendas and minutes are available on the District's website (www.oakdaleirrigation.com).

Day-to-day operations of the District are managed by the General Manager who is appointed and reports directly to the Board. Reporting to the General Manager are four departments: Engineering, Finance, Water Operations and Construction/Maintenance.

The Board endeavors to carry on the affairs of the District in an economical, businesslike, and orderly manner and to distribute water equitably to all constituents. To assist in this effort and to secure the greatest good to the greatest number, the following rules and regulations are adopted pursuant to Section 22257 of the CWC and related sections. Each Landowner, Water User, and Tenant, as a party directly interested in the welfare of the District, should make every effort to comply with the District's rules and regulations.

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SECTION 1: DEFINITIONS

As used herein, the following words, whether or not initially capitalized, shall have the following meanings:

- 1.01 **“Board”** means the Board of Directors of the District.
- 1.02 **“Conduits”** includes canals, laterals, ditches, flumes, pipelines, and their appurtenances.
- 1.03 **“Construction/Maintenance Manager”** means the District employee serving under the general direction of the General Manager in regard to the management and supervision of the Construction/Maintenance Department.
- 1.04 **“District”** means the Oakdale Irrigation District functioning under Irrigation District Laws of the CWC.
- 1.05 **“District Engineer”** means the District employee serving under the direction of the General Manager in regard to the management and supervision of any and all engineering activities.
- 1.06 **“District Facilities”** includes drains, dams, bridges, structures, wells, conduits, pumps, reservoirs, valves, gates, weirs, and any other facilities owned by the District as identified by both District records and Board action, but do not include Improvement District Facilities.
- 1.07 **“DSO”** means distribution system operator and is the District employee serving under the direction of the Water Operations Manager in regard to the control and delivery of water.
- 1.08 **“General Manager”** means the District employee who oversees the day-to-day operations of the District. The General Manager is appointed by and reports directly to the Board.
- 1.09 **“Improvement District”** means an improvement district formed under the CWC pursuant to the Irrigation Improvement Act.
- 1.10 **“Improvement District Facilities”** include conduits, pumps, wells, structures, and other facilities owned by an Improvement District.
- 1.11 **“Landowner”** means holder of title or evidence of title to land.
- 1.12 **“Person”** means any person, firm, association, organization, partnership, business trust, corporation, or company.
- 1.13 **“Pollutant”** means any foreign or deleterious substance or material including, but not limited to, garbage, rubbish, refuse, animal carcasses, matter from any barnyard, stable, dairy or hog pen, herbicides, pesticides, or any other material which is offensive to the senses or injurious to health, or which pollutes or degrades the quality of the receiving water as defined by federal, state or local law.
- 1.14 **“Private”** means any interest belonging to, restricted to, or intended for an individual or group of individuals benefit.

- 1.15 “**Private Facilities**” includes drains, dams, bridges, structures, wells, conduits, pumps, reservoirs, valves, gates, weirs, and any other facilities not owned by the District belonging to, restricted to, or intended for an individual or group of individuals benefit.
- 1.16 “**Shall**” is mandatory and “**may**” is permissive.
- 1.17 “**Tenant**” means a person or entity that leases, rents, or sharecrops land from a Landowner.
- 1.18 “**Vehicle**” means any motor vehicle, self-propelled vehicle, motorcycle, motorized bicycle, or all-terrain vehicle.
- 1.19 “**Water Allotment**” means the maximum quantity of water which is set annually whenever necessary by the Board for each acre of land within the District which can receive District water from District Facilities directly or through Improvement District or Private Facilities.
- 1.20 “**Water Operations Manager**” means the District employee serving under the general direction of the General Manager in regard to the management and supervision of the Water Operations Department. Used interchangeably with “**Watermaster**”.
- 1.21 “**Water User**” means the person responsible for the distribution and control of water applied to the irrigated parcel.

SECTION 2: ENFORCEMENT OF RULES & REGULATIONS

2.1 General

- 2.1.1 Landowners, Water Users, and Tenants should realize that it is in their interest that District personnel perform their duties and maintain order and control in the distribution of water. Cooperation in this effort is the key to satisfactory service to all. District personnel have been instructed to carry out their duties without favor or bias to any person and to do so in a courteous and respectful manner.
- 2.1.2 All Landowners, Water Users, and Tenants, by applying for or receiving water service from the District, agree to be bound by and to comply with all rules and regulations of the District, as adopted from time to time by the Board.
- 2.1.3 All District employees are charged with enforcing the rules and regulations as established by the District and its Board.

2.2 Failure to Comply with Rules & Regulations

- 2.2.1 Failure or refusal by any Landowner, Water User, or Tenant, to comply with the rules and regulations governing the distribution of water within the District's service area, or any part thereof, may be sufficient cause for curtailment or termination of District water delivery.
- 2.2.2 Interference by any Landowner, Water User, or Tenant with a District employee, officer, Board of Director or authorized agent in the discourse of their assigned duties may be sufficient cause for curtailment or termination of District water delivery to any and all lands of such Landowner, Water User, or Tenant.
- 2.2.3 The District reserves the right to terminate or discontinue the delivery of District water supplied to any parcel of land if the condition of the land or conduits present an immediate danger to any person, to the general public, or to any property, including, but not limited to, the flooding of property.
- 2.2.4 Compliance with each and all of these rules and regulations shall be a condition precedent to the delivery of District water. The Board retains the authority to rule in all circumstances that are not specifically contained or addressed in these rules and regulations.

2.3 Restoration of Service

- 2.3.1 District water delivery that has been curtailed or terminated shall be restored upon full compliance with the rules and regulations.

2.4 DISPUTES

- 2.4.1 Where a DSO or other District employee and a Landowner, Water User, or Tenant cannot agree, the matter shall be referred to the Water Operations Manager. If the decision of the Water Operations Manager is unacceptable to the Landowner, Water User, or Tenant the dispute may be taken to the General Manager and if not settled by the General Manager the matter may be presented to the OID Water/Engineering Committee and/or the Board for hearing and discussion. The decision of the Board in all cases shall be final and binding in the absence of court proceedings.

SECTION 3: FACILITIES

3.1 Control of Facilities

- 3.1.1 All District Facilities are under the exclusive control, direction, and management of authorized District personnel. At no time shall any unauthorized person, private or public, interfere with, regulate, or control any District Facility.
- 3.1.2 Facility inquiries in regard to control shall be directed to the Water Operations Manager.
- 3.1.3 No opening or connection shall be made in any District facilities until an application, in writing, has been submitted to the District and approved by the General Manager.

3.2 Operation of Facilities

3.2.1 Limits of Liability

- 3.2.1.1 The District's responsibility for water shall cease when the water is diverted into any Private or Improvement District Facility.
- 3.2.1.2 The District shall not be liable for any nuisance or neglect, wasteful or other use, or handling of water by any recipient or user thereof.
- 3.2.1.3 The District shall not be responsible for any trash, debris, or other matter that may flow or accumulate in the water. The District shall not be responsible for any interference with, decrease in the operation or capacity of, or damage to facilities, public or Private, as a result of such trash, debris, or other matter.
- 3.2.1.4 The District is not a guarantor of service and shall not be liable for any damage any person may suffer as a result of insufficient water, water fluctuations, untimely delivery of water nor water not delivered.

3.2.2 District Facilities

- 3.2.2.1 The operation of District Facilities shall be at the discretion of the DSO. This includes the determination of the safe operating level, capacity or pressure in any District Facility.
- 3.2.2.2 Operation of the District Facilities are subject to change at any time without prior notice.

3.2.3 District Control Structures

- 3.2.3.1 The District's center gates, valves, weirs, flashboards, and other control devices not listed here, are to be operated by the DSO. The DSO may adjust any such facility at any time without prior notice to ensure their safe operation.
- 3.2.3.2 DSO's authorized to operate control structures within their defined service area may at their own discretion authorize trained non-district personnel permission to adjust the settings themselves. Permission is granted to perform the activity once, and shall not establish any precedence for future consideration.
- 3.2.3.3 District personnel are authorized to take any measure necessary to secure control structures including, but not limited to, the use of locks and chains.

3.2.4 District Reservoirs

- 3.2.4.1 Reservoirs, including reclamation ponds, shall be operated by the appropriate DSO. The District does not maintain specific water levels in any reservoir or holding pond. The reservoirs are to be operated in conjunction with water deliveries and to supplement said deliveries to provide efficient and economical delivery of water.
- 3.2.4.2 Inflow and outflow rates of reservoirs shall be determined by the DSO in order to maximize efficiency of operations.

3.2.5 District Pumps

- 3.2.5.1 The District owns and operates a number of deep well pumps, river pumps, and reclamation pumps to supplement the water supply diverted from the Stanislaus River at Goodwin Dam. During the water season these pumps will be operated at the discretion of the District and coordinated by the DSOs with the operation of the District's Facilities.
- 3.2.5.2 The operation of District owned pumps depend on a variety of circumstances. The DSOs shall determine the most efficient and appropriate times to operate these pumps.

3.2.6 District Reclamation Pump Facilities

- 3.2.6.1 Reclamation pumps shall be used as a method of water conservation.

3.2.7 District Drainage Pump Facilities

- 3.2.7.1 District drainage pumps are to be operated when upstream water levels threaten or have the potential to cause significant damage

to public or Private Facilities or where significant problems could result from the presence of the water.

- 3.2.7.2 The District shall be notified prior to Private drainage pump operation and discharge into District Facilities. Non-emergency operation notification shall be at least 24 hours prior to pumping event. Emergency operation notification shall be given as early as possible before the pump is put into operation.

3.2.8 District Deep Wells

- 3.2.8.1 Deep wells may be used as a permanent or supplemental source of water. Operation of deep wells to deliver water shall not constitute or set precedence for future deliveries.

3.2.9 District Booster Pumps

- 3.2.9.1 The DSO shall determine the most efficient and appropriate use of the District's booster pumps in order to deliver scheduled water to maximize the benefit of booster pump operation.
- 3.2.9.2 District booster pumps shall only be used when it is impractical or not possible to deliver gravity water.

3.2.10 District Turnouts

- 3.2.10.1 The operation of turnouts from District Facilities shall be at the discretion of the responsible DSO.
- 3.2.10.2 All turnouts from District Facilities shall have a positive shut-off mechanism easily accessible to the DSO within the District rights-of-way.
- 3.2.10.3 The Water Operations Manager has the authority to lock or secure any and all turnouts from District Facilities at any time.
- 3.2.10.4 DSOs have the authority to allow for the operation of turnouts by Landowners, Water Users, and Tenants. Upon granting permission, the DSO will strive to ensure that the turnout was operated appropriately and as directed, as soon as time permits. Permission to operate turnouts from District Facilities shall not establish any precedence for future events.
- 3.2.10.5 Any turnouts constructed in a District Facility at the Landowners' expense shall thereafter, at the option of the District, become the property of the District. Private turnout ownership on District Facilities shall be specified in writing.

3.2.11 Private Facilities

- 3.2.11.1 All Private Facilities shall be constructed and maintained by the owner in accordance with acceptable industry standards and approved by the District at the District's discretion.

- 3.2.11.2 The operation of Private Facilities is the sole responsibility of the Landowner, Water User, or Tenant and shall be in such a manner as to prevent any unreasonable or non-beneficial use of water and damage to third parties.
- 3.2.11.3 All Private pumps that operate out-of-District Facilities shall be coordinated through the District with respect to time and extent of use. Lack of coordination may result in a cessation of water to the Private pump. All such pumps shall be operated solely at the owner's risk and the District shall not be liable for any failure of such installation.
- 3.2.11.4 The DSO shall deliver the scheduled amount of water to the Private Facility. It shall be incumbent of the Landowner, Water User, or Tenant to control the actions of individuals taking water from the Private Facilities. Any disputes of water allocation downstream of the District delivery point shall be resolved among the owners of the Private Facility. The District does not guarantee or ensure the apportionment of deliveries among people on Private Facilities.
- 3.2.11.5 The District shall not be responsible for any damages to Private Facilities caused by water hammer. Water hammer is a result of poor system design, for which, the District shall not be liable.
- 3.2.11.6 All Private Facilities shall be free from obstructions and properly maintained to allow sufficient capacity to convey the reasonable flow of water requested by any Landowner, Water User, or Tenant in an effort to minimize the potential for evident damage, overflow, undue seepage, and any other unreasonable or non-beneficial use of water.
- 3.2.11.7 In the event that an owner(s) of a Private or Shared Private Facility that is in disrepair has been notified of the inadequacy of the facility by the District and has failed to make the necessary improvements of said facility, the District, at its discretion, may complete the necessary improvements in order to protect the various interests of the District. In such an event, the District shall bill the owner(s) of the Private Facility for any and all costs associated with making the necessary improvements and assess any non-payment penalties as considered appropriate.
- 3.2.11.8 The District may refuse to deliver water to any person not complying with an obligation to maintain or help maintain any Private Facility and may deliver water to other people through the Private Facility who have met the maintenance obligations. However, the District shall maintain the right to discontinue the delivery of any water to all people through the Private Facility

until such time when the facility is back in proper condition as determined solely by the Water Operations Manager.

3.2.11.9 The District will not contribute to the cost of improving Private Facilities or improve District Facilities for the benefit of Landowners, Water Users, or Tenants unless approved by the Board. Work shall not begin on cooperative improvements until a written agreement is approved by the Board and the Landowner's, Water User's, or Tenant's share of the improvement cost is paid to the District.

3.2.11.10 Any operation and maintenance of Private Facilities by the District shall not establish any ownership or set any precedence for any future operation or maintenance of said facility.

3.2.12 Improvement District Facilities

3.2.12.1 All Improvement District Facilities shall be constructed and maintained in accordance with District Standards.

3.2.12.2 All Improvement District Facilities shall be free from obstructions and properly maintained to allow sufficient capacity to convey the reasonable flow of water requested by any Landowner, Water User, or Tenant in an effort to minimize the potential for evident damage, overflow, undue seepage, and any other unreasonable or non-beneficial use of water.

3.2.12.3 The District may shut off the delivery of water to any Improvement District Facility not meeting the conditions of Rule and Regulation No. 3.2.8.2 above and require the Improvement District Facility to be cleaned, repaired, or reconstructed before delivery of water is reinstated.

3.2.12.4 Improvement District Facilities may be cleaned or repaired by the District at the expense of the Improvement District when deemed necessary by the District.

3.3 Use of District Facilities

3.3.1 General

3.3.1.1 Absent of the District's express written approval, Private use of District Facilities is strictly prohibited.

3.3.1.2 Any and all use of District Facilities by any person or agency, public or private, shall be solely permitted by written permission of the District and shall be in compliance with any and all applicable federal, state, and local laws, statutes, regulations, and other terms and conditions properly established.

- 3.3.1.3 At no time shall District Facilities be used for recreation purposes, including but not limited to, swimming, diving, hunting, or fishing.
 - 3.3.1.4 Except as otherwise specifically permitted by written agreement with the District, water contained within District Facilities, either flowing or non-flowing, shall at no time be used for purposes of stock water. It is the sole responsibility of livestock owners to provide a source of water for livestock outside District rights-of-way.
 - 3.3.1.5 Livestock permitted on District canal banks frequently cause damage thereto. The owners of the livestock and the land on which they are pastured are liable for such damage and shall promptly make repairs in a good and workmanlike manner. If after notification has been given repairs are not promptly so made, the District may make them and bill the owner of the livestock or land involved for the cost thereof. Unpaid balances on invoices for damages to District property will be collected in accordance with the Irrigation Water Service and Related Fees Policy. Additionally, Rule and Regulation No. 4.3.5 shall immediately become applicable.
- 3.3.2 Drainage Facilities
- 3.3.2.1 No surplus irrigation water, storm water, wastewater, tile drainage, nor any other water or substance shall be drained, dumped, pumped, siphoned, or otherwise discharged directly or indirectly into any District Facility without the prior written permission of the District. In granting permission to discharge, the District may impose conditions, including, without limitation, the right of the District to approve and monitor the discharger's measurement facilities. Permission to discharge shall be revocable at any time at the District's discretion.
 - 3.3.2.2 Water and other substances, permitted through written agreement that are discharged into District Facilities shall meet all applicable federal, state, and local water quality standards and provisions.
 - 3.3.2.3 District approval to discharge into District Facilities shall only be granted to those parties who have coverage from the Regional Water Quality Control Board under a waiver or waste discharge permit. Proof of coverage shall be provided to District upon request. Having coverage from the Regional Water Quality Control Board does not guarantee approval or establish a right to discharge into District Facilities.
 - 3.3.2.4 The rate and quantity of discharge into any District Facility may be subject to limitations based on the capacity of the conduit.

The Water Operations Manager shall set such limitations whenever necessary.

- 3.3.2.5 All Private discharge facilities shall be constructed at the sole expense of the discharger, and must be in accordance with the most current District Standards.
- 3.3.2.6 All approved Private discharges into District Irrigation Facilities shall be limited to one 6 inch diameter outlet per 40 acres of irrigated land. All approved Private discharges into District Drainage Facilities shall be limited to one 8 inch diameter outlet per 40 acres of irrigated land, unless otherwise dictated by topography as determined by the District Engineer. Smaller parcels may be permitted a proportionately sized surface drain outlet. The District, at its discretion may require the outlet to be gated such that any authorized District employee may close and/or lock the outlet in the event that such control is warranted to protect water quality or for the benefit of the District's operations.
- 3.3.2.7 Where excessive runoff from lands receiving District water is entering District Facilities, the District may reduce the quantity of water delivered in an effort to reduce the drainage flows or require the Landowner, Water User, or Tenant to install special drainage facilities to regulate the flow into the District Facilities. The District may also require a Landowner, Water User, or Tenant to cease all such runoff into District Facilities whenever necessary for the District's or the public's interest, including, but not limited to, ensuring water quality standards, implementation of drought response measures, preventing injury or damage, or performing repairs or maintenance.
- 3.3.2.8 All existing discharges into District Facilities, not currently covered by a written agreement, shall be subject to the District's current terms and conditions.
- 3.3.2.9 Dischargers are solely liable and responsible for meeting and complying with all local, state, and federal regulations for water quality and groundwater pumping. Dischargers agree to indemnify, defend, and hold harmless the District, its Board, officers, employees, and agents against all liability, claims, damages, and costs (including reasonable attorney fees) relating to the quality of water discharged by the discharger.

3.3.3 Transportation Use of Canals and Drains

- 3.3.3.1 No person or agency, public or private, shall transport any water or other substance through District Facilities without the prior written approval of the District. In granting permission to transport water or other substances, the District may impose

reasonable conditions, including, without limitation, the right of the District to set flow and water quality limits and to require monitoring at the dischargers expense. Permission to transport shall be revocable at any time and as determined by the General Manager.

3.3.3.2 Water and other substances, permitted through written agreement to be transported via District Facilities, shall meet all applicable federal, state, and local water quality standards and provisions.

3.3.3.3 All transport facilities shall be constructed at the sole expense of the transporter, and must be in strict accordance with the most current District Standards.

3.3.3.4 All existing transportations through District Facilities not currently covered by a written agreement shall be subject to the District's current terms and conditions.

3.3.4 Pumps

3.3.4.1 No person or agency, public or private, shall be allowed to operate or control any District owned pumps without the written approval of the Water Operations Manager. Written authorization to operate District owned pumps shall be considered a distinct and solitary event and shall not establish any right or precedence for future events or requests.

3.3.4.2 A written request shall be submitted to the Water Operations Manager at a minimum of ten (10) days in advance of the proposed pumping event. The use of District owned pumps is subject to termination at any time for any reason as determined by the Water Operations Manager.

3.3.4.3 The Water Operations Manager is to ensure that the person granted permission to operate the District owned pump is properly trained by District staff and knowledgeable regarding the safe and responsible operation of the pump and its components.

3.3.4.4 During periods when the District is not using a District pump, requests may be made with the District for Private rental of the pump in accordance with the following:

- a. Pump rentals will be granted in the order in which requests with accompanying payment are received.
- b. Rental time will be determined and assigned by the Water Operations Manager.
- c. No extensions of rental time assigned will be granted unless there is no one waiting for the use of the pump.

- d. No renter will be allowed to rent the same pump for a second period until all those on the waiting list have had the opportunity to use the pump.
- 3.3.4.5 Once a District pump is rented and started, no refunds will be made for water pumped that is not used by the renter unless regular scheduled gravity water or District pumped water becomes available, thereby causing an early termination of the rental period. A refund of the unused portion may be provided at the District's discretion upon request. All requests for refunds must be made in writing within fifteen (15) days of the termination of delivery.
- 3.3.4.6 The District may at its discretion limit water supplied by the District pump rental to not more than 2.4 inches per acre per irrigation if that pump is in demand by other water users.
- 3.3.4.7 The District reserves the right to not rent a pump or to cancel a rental and refund the deposit made if the District pump use will interfere with District maintenance or other District operations.
- 3.3.4.8 The District will have complete control of turning District pumps on and off and servicing them.
- 3.3.4.9 The District has complete control of setting up and operating any other District Facilities that will be used during pump operations. The pump renter shall be responsible for monitoring and reporting to the District any interruption in delivery.
- 3.3.4.10 If the District pump is off due to power failure, breakdowns, or other causes, the down time will be added at the end of the rental period.
- 3.3.4.11 The charges for all District pump rentals will be determined solely by the District.
- 3.3.4.12 The rental period begins with the "time on" and ends with "time off" at the District pump. No allowances will be made for time required to fill District and/or Private Facilities; however, the time required to fill District and/or Private Facilities may at the District's discretion be prorated among those using the water.
- 3.3.4.13 Payment of the District pump rental application fee must accompany the application for the pump rental. No application will be recognized until the payment is received in whole.
- 3.3.5 Rights-of-Way
 - 3.3.5.1 The standard District rights-of-way are as follows:

Main Canals	100' (centered on canal)
Canals/Drains	60' (centered on canal/drain)

- | | | |
|--|--------------------------------|-------------------------------|
| | Pipelines | 30' (centered on pipeline) |
| | Pipelines adjacent to roadways | 20' |
| | Pipelines adjacent to PUE | 15' |
| | Pump Sites | 40' (square centered on pump) |
- 3.3.5.2 District canal roads, rights-of-way, easements, and lands owned by the District are for the exclusive use by authorized District employees and agents, and other authorized persons permitted by the District in accordance with these rules and regulations. No unauthorized vehicle shall be permitted on or within District canal roads, rights-of-way, easements, or lands owned by the District.
- 3.3.5.3 Persons requiring a specific use of a District canal road, right-of-way, easement, or land owned by the District may apply to the District for written permission prior to such use. Notwithstanding any permission granted by the District, use of District canal roads, rights-of-way, easements, and lands owned by the District is at the sole risk of the user.
- 3.3.5.4 The following persons are authorized to operate a vehicle upon a District canal road, right-of-way, easement or land owned by the District: (1) Persons whose property is directly adjacent to the District canal and to whom permission for ingress and egress to the property has been granted by the District; and (2) Any sheriff, police, fire, or public safety personnel on official business with the underlying landowner's permission.
- 3.3.5.5 Any person entering upon a District canal road, right-of-way, easement or land owned by the District with or without authorization does so at their own risk and assumes all risks associated therewith and by such action accepts the responsibility for any resulting damage to District and/or Private property.
- 3.3.6 Crossings/Culverts/Bridges
- 3.3.6.1 Except as otherwise specifically permitted by the District in writing, no person shall cross any District Facility, including without limitation any canal, pipeline, weir, bridge, or other crossing, except those clearly marked for public use.
- 3.3.6.2 No improvements such as buildings, bridges, gates, cross canal pipes, facilities, etc., shall be constructed or placed in or over any District Facility without the District's prior written approval.
- 3.3.6.3 All such permitted buildings, bridges, gates, cross canal pipes, or other cross canal facilities shall be the responsibility of the Landowner and constructed, erected, installed, and maintained

at the Landowner's expense and built in accordance with the most current District Standards.

3.3.6.4 If a culvert crossing is necessary for efficient District operational and maintenance needs, and no other more economical means exists to provide such economical service, the Districts may, at its discretion, provide the labor and equipment necessary for such an installation if the landowner provides the pipe. This is not applicable for circumstances involving parcel splits, subdivisions, or development of lands.

3.3.6.5 The District, at its discretion, may contribute proportionately to the maintenance cost of crossings essential for use by the District. This contribution shall not establish any ownership or set any precedence for any future contribution.

3.3.7 Charges

3.3.7.1 Any person or agency, public or private, shall pay any and all charges established by the District for the non-District use of District Facilities. Payment must accompany the request for approval prior to use. Therefore any request submitted without accompanying payment will be deemed incomplete and discarded.

3.3.7.2 The District shall bill for any and all additional charges resulting from the non-District use of District Facilities that are not covered by original payment.

3.3.7.3 The District assumes that the user is properly prepared to use the specific District Facility for the duration of the requested time. The District shall not refund or credit any user for downtime resulting from operational decisions made by the user. In the event of a District Facility failure not resulting from inappropriate use or ill-treatment of the District Facility, a credit shall be established that is directly proportional to the duration of the downtime.

3.3.7.4 A written petition for a partial refund or credit may be submitted to the Board within fifteen (15) days of the nonscheduled termination of use.

3.4 Access to Lands

3.4.1 The DSOs and other authorized agents of the District shall have free access at all times to all Private Facilities and lands being irrigated for the purpose of determining whether or not they are in satisfactory condition to handle the water and whether the water is being used reasonably and beneficially. Where access is denied by the Landowner, Water User, or Tenant, water delivery may be curtailed or terminated until the request for access has been granted.

- 3.4.2 The District shall be granted access to any lands within its sphere of influence when responding to an emergency upon notification from law enforcement or other person.
- 3.4.3 If the District holds a right-of-way or easement across Private land for the operation and maintenance of a District Facility, the law provides that the District shall have certain secondary rights, such as the right to enter upon the property on which the right-of-way or easement is located; to make repairs; and do such things reasonably necessary for the efficient and economical operation and maintenance of the system.

3.5 Encroachments

- 3.5.1 No trees, vines, shrubs, corrals, fences, buildings, bridges, or any other type of encroachment shall be planted or placed in, on, over, or across any District Facility; or the right-of-way therefor except pursuant to specific written authority from the District.
- 3.5.2 Any encroachment, authorized or otherwise; in, on, over, under, along, or across any District Facility or right-of-way that interferes with the operation or maintenance of said facility may be removed by the District, at the sole expense of the encroacher. Authorization for an encroachment will end if and when said encroachment is determined by the District to be in interference with District operations.

3.6 Construction of Private Irrigation Facilities

- 3.6.1 No Private stop gates, stand pipes, turn out pipes, valves, pumps or other Privately owned facilities shall be connected to or placed through or on District Facilities unless and until all the following have occurred:
 - a. A written application setting forth the type and specification of the installation to be made is filed with the District.
 - b. The application and specifications are approved in writing by the District prior to start of construction.
 - c. If any of the work is to be performed by District personnel or under District contract, the full estimated cost inclusive of any contingencies is to be paid to the District by the applicant in advance; however, the applicant shall be responsible for the actual costs of construction irrespective of the amount of the estimate. Upon completion, the applicant shall pay the difference between the estimated amount and the actual costs if the estimate is exceeded. If the actual cost is less than the estimate, the applicant will receive a refund from the District in the amount of the overpayment.
 - d. In order that all involved be protected, in instances and to the extent the Board deems appropriate, a written contract is entered into specifying the conditions of performing the work and conditions applicable to the use of the District's Facilities.

- e. If the work can affect the flow of water in District Facilities, the work shall only be performed during times approved in advance by the District. Ordinarily, in the absence of an emergency, such work will not be permitted during the water season which can start as early as March 1st and end as late as October 31st.
- 3.6.2 No Private irrigation system improvements, including without limitation diverting gates, weirs, pump intakes, mechanical screens or structures of similar nature, shall be installed, constructed or placed in, on, over, under, along, or across any District Facility or right-of-way unless prior written permission, in the form of an encroachment permit, has been granted therefor by the District. No permitted person or agency, public or private, shall acquire any rights in the District's Facilities or rights-of-way other than those set forth in a written agreement with the District. Permittees shall, at their sole expense, upon receipt of notice from the District, promptly relocate or remove any improvement. In the event that the permittee fails to do so, the District reserves the right to perform such relocation or removal at the permittee's sole expense.
 - 3.6.3 No Private improvements, including without limitation buildings, bridges, culverts, gates, corrals, landscaping, recreational pools, cross-canal conduits, or structures of similar nature, shall be planted, installed, constructed, or placed in, on, over, under, along, or across any District Facility or right-of-way unless prior written permission has been granted therefor by the District. No permitted person or agency, public or private, shall acquire any rights in the District's Facilities or rights-of-way other than those set forth in a written agreement with the District. Permittees shall, at their sole expense, promptly upon receipt of notice from the District, relocate or remove any improvement. In the event that the permittee fails to do so, the District reserves the right to perform such relocation or removal at the permittee's sole expense.
 - 3.6.4 Except where otherwise specified by a written agreement with the District, all permitted Private improvements, irrigation or otherwise, shall be installed, constructed or placed in, on, over, under, along, or across any District Facility or right-of-way at the sole expense of the permittee and constructed in accordance with the most current District Standards.

3.7 Design of Irrigation Facilities

- 3.7.1 All new Private or Improvement District Facilities are to be approved, in writing, by the District Engineer prior to the start of construction. Plans and construction details shall be submitted to the District along with payment of any charges and a written request.
- 3.7.2 The District Engineer shall have the authority to approve any new Private or Improvement District Facilities. The design of said facilities shall be required to meet the flow requirements of the land being served without

impacting operations of the District or other Landowners, Water Users, or Tenants. The District's rights hereunder to review and accept the plans shall not impose any duties or obligations on the District, nor shall such rights relieve the Landowner, Water User, or Tenant of the sole responsibility for the facilities' plans, schedules and installations, and construction and placement of work.

- 3.7.3 Landowners, Water Users, or Tenants shall be required to install, operate, and maintain pumps, at their sole expense, for all irrigation improvements that cannot utilize District delivered gravity water.

3.8 Improvements/Relocation of Irrigation Facilities

- 3.8.1 If extensions of District facilities, increases in capacity or additional outlets are desired, prior approval by the District is required and the desired construction or modification must be done in accordance with the most current District policy and District's Standards and Specifications at the sole expense of the person desiring the work to be done. The estimated cost inclusive of any contingencies shall be deposited with the District prior to commencement of work. Where pipelines are installed in lieu of open ditches, one outlet per 40 acres shall be installed at District expense. All improvements shall become the property of the District, unless otherwise agreed in writing.
- 3.8.2 Any person desiring to build on or develop the area over a District Conduit or to move or relocate a District Facility, must apply in writing to the District and receive written approval from the District prior to commencement of work. Once permission from the District is granted, all construction shall be performed at the sole expense of the applicant by the District or the landowner or the landowner's contractor at the District's discretion and in accordance with the most current District Standards and Specifications..

SECTION 4: DUTIES OF WATER USERS

4.1 Responsibilities

- 4.1.1 All land to be irrigated shall be properly prepared to reasonably and beneficially receive water.
- 4.1.2 Landowners, Water Users, and Tenants shall maintain Private Facilities in a manner that is conducive to the reasonable and beneficial use of supplied water. The Landowner, Water User, or Tenant is responsible for ensuring that all Private Facilities are in an acceptable working condition, able to receive water at the established start time, and capable of continued use for the duration of the irrigation event.
- 4.1.3 Landowners, Water Users, and Tenants shall be responsible for the control and distribution of water to their lands at all times after the water is diverted from a District Facility. As determined by the District, where control is not appropriately exercised by the Landowner, Water User, or Tenant, the District may require that a person be present at all times during irrigation events.
- 4.1.4 Landowners, Water Users, and Tenants shall be responsible to open and close all Private Facilities at the conclusion of the irrigation event.
- 4.1.5 Landowners, Water Users, and Tenants are responsible for communicating with the DSO. The District requires that the DSO be notified of any planned or unplanned changes that may occur during the irrigation event. At a minimum, the Landowner, Water User, or Tenant is responsible for notifying the DSO four (4) hours prior to any change in, or termination of, the irrigation event.
- 4.1.6 The DSO may require any Landowner, Water User, or Tenant, at the end of an irrigation event, to notify the Landowner, Water User, or Tenant next in line for the receipt of water.
- 4.1.7 For the purposes of determining operation schedules and water demand, the District requests that Landowners, Water Users, and Tenants submit a crop declaration to the DSO prior to or during the first watering event of the water season whenever changing crop types from year-to-year. The crop declaration would ideally include without limitation the type of crop, number of acres of each crop type and an estimate of the annual crop water requirement.
- 4.1.8 All Landowners, Water Users, and Tenants are responsible for providing the District with the most current and accurate contact information. At a minimum the District requires that Landowners, Water Users, and Tenants provide a mailing address and telephone number.

4.2 Use of Water

- 4.2.1 All District supplied water must be applied efficiently and used reasonably and beneficially.
- 4.2.2 All District supplied water shall be used for irrigation purposes, except where a written agreement has been entered into between the Landowner, Water User, or Tenant and the District.
- 4.2.3 Any Landowner, Water User, or Tenant who wastes water on roads, vacant land, or land previously irrigated, either willfully, carelessly, or on account of defective or inadequate conduits or facilities, or inadequately prepared land, or who floods a portion of the land to an unreasonable depth or amount in order to irrigate other portions, or floods across one parcel to irrigate another parcel, may be refused District water until such conditions are remedied.
- 4.2.4 Water shall not be used on lands outside of the District boundaries except where agreed upon in writing with the District. Landowners, Water Users, and Tenants shall not use water on lands outside the District that was originally applied on lands within the District, whether by routing through a Private Facility, first flowing it across land within the District, recapturing it from drains, or otherwise. The District has the authority to terminate any current or future water use if it is determined that the aforementioned event has occurred. The District may also require that Private Facilities be constructed to ensure that future deliveries are maintained on the property to which it was originally diverted.

4.3 Charges

- 4.3.1 The Board shall, annually, establish the rates of charges for water and the payment due dates.
- 4.3.2 All water charges, Improvement District charges, and other irrigation or drainage related charges shall be due and payable as stated by Board resolution and notices in billing statements. Typically, water charges are billed annually in early November and may be paid in two installments. The first installment is due on December 20th and the second installment is due on June 20th pursuant to §26076 of the California Water Code.
- 4.3.3 Accounts with delinquencies will be charged penalties and interest in accordance with the Irrigation Water Service and Related Fees Policy and the current Agricultural Water Users Rates District Resolution.
- 4.3.4 Landowners are responsible for all charges regardless of whether or not the land is being rented, leased, or farmed by a third party.

SECTION 5: DISTRIBUTION OF WATER

5.1 Allocations & Entitlements

- 5.1.1 Irrigation water is made available each year starting as early as March 1st and ending as late as October 31st. The start and end of the irrigation season shall be approved by the Board.
- 5.1.2 Water shall be distributed equitably and fairly to Landowners, Water Users, and Tenants within the District who have paid all charges and penalties therefrom.
- 5.1.3 No Landowners, Water Users, and Tenants shall receive or be entitled to a greater amount of water than can be reasonably and beneficially used.
- 5.1.4 The District does not and cannot guarantee the quality of water that is delivered to any Landowner, Water User, and Tenant, and will not be liable for any damages that may result from the application of the supplied water.
- 5.1.5 The District may, if operational conditions warrant, vary the duration and flow rate so long as the Landowner, Water User, or Tenant is afforded a reasonable opportunity to utilize a fair allotment of irrigation water.

5.2 Scheduling & Notification

5.2.1 General

- 5.2.1.1 Distribution of water shall generally be by rotation, but where appropriate, the Water Operations Manager has the authority to implement variations to the delivery schedule and/or method.

5.2.2 Rotational Deliveries

- 5.2.2.1 Rotation schedules which establish the general duration between each rotational delivery shall be prepared by the Water Operations Manager under the direction and supervision of the General Manager. Preliminary rotation schedules shall be prepared prior to the start of the irrigation season. Upon request, rotation schedules shall be made available to Landowners, Water Users, and Tenants taking delivery and utilizing water from District Facilities. The District reserves the right to revise the rotation schedule at any time during the irrigation season.
- 5.2.2.2 Water deliveries under the rotation schedule shall be made on the basis of continuous and steady use of water during all days and nights, including holidays. It shall be incumbent upon the Landowner, Water User, and Tenant to fully utilize water during the allotted time and to relinquish the water at the end of the scheduled time period unless otherwise approved by the DSO.

In order to prevent the waste of water and damage to District Facilities it is mandatory that every Landowner, Water User, and Tenant notify the DSO a minimum of 4 hours prior to the originally scheduled end time if an irrigation event is requested to be discontinued or extended.

- 5.2.2.3 The DSO shall provide as much advance notice as possible to Landowners, Water Users, and Tenants regarding the approximate time that water will be delivered. However, there is potential for unforeseen operational issues and interruptions to occur which may require that the Landowners, Water Users, and Tenants, on short notice, take the delivered water at the time it is available by the DSO or declare a pass on the rotation. The DSO will strive to provide a minimum of twelve (12) hours' notice whenever feasible to do so.
- 5.2.2.4 In the event that the Landowner, Water User, or Tenant cannot be contacted, located, or otherwise notified of the availability of water, the DSO shall declare that the Landowner, Water User, or Tenant has passed and will not receive water until the next regularly scheduled rotation.
- 5.2.2.5 Any person who takes water out of turn without the permission of the DSO forfeits the right to water at the next regular rotation and may become subject to criminal prosecution and/or civil liability under Penal Code §498 and §592.

5.2.3 Non-Rotational Deliveries

- 5.2.3.1 Landowners, Water Users, and Tenants may request to receive water on a non-rotational delivery schedule. The request may be required to be made in writing and submitted to the Water Operations Manager for review and approval if deemed appropriate.
- 5.2.3.2 Authorization of non-rotational or "steady head" delivery is not a standard operation. Non-rotational deliveries shall be considered a special accommodation and shall not establish any precedent or create any right for future deliveries.
- 5.2.3.3 The Water Operations Manager reserves the right and has the authority to establish a non-rotational delivery. In consideration of establishing a non-rotational delivery, the Water Operations Manager shall determine the potential impacts of the delivery adjustment. Non-rotational deliveries shall not impact the District's ability to equitably distribute water to all Landowners, Water Users, and Tenants.
- 5.2.3.4 Non-rotational deliveries shall not be allowed to negatively impact the District's ability to deliver water economically and efficiently. In the event that any adverse impact is identified the

Water Operations Manager may suspend the non-rotational delivery and re-establish a rotational delivery schedule.

- 5.2.3.5 At no time shall non-rotational Landowners, Water Users, and Tenants be permitted to use water in a manner that is not reasonable and beneficial. In the event that excessive ponding, runoff, or any other waste of water is identified, the DSO shall reduce the delivered flow and/or duration and notify the Water Operations Manager. If the issue persists the Water Operations Manager shall provide a written warning to the Landowner, Water User, and Tenant, and is authorized to enact the necessary sanctions to ensure the reasonable and beneficial use of water.

5.2.4 Specialty Crop Deliveries

- 5.2.4.1 Any Landowner, Water User, and Tenant who desires irrigation water on a tailored delivery schedule in order to grow a specialty crop may be required to submit a detailed application to the District for consideration.
- 5.2.4.2 Surface irrigation water is not available between November 1st and March 1st due to water right limitations. Water Users desiring to utilize District Facilities to facilitate groundwater or storm water conveyance and delivery to grow winter crops shall submit a request for off-season services. The District reserves the right to approve or deny any request for Private use of any District Facility for any reason at any time.

5.3 Measurement

- 5.3.1 All measurements of water delivered by the District to a Landowner, Water User, or Tenant shall be made at the last point of control from a District Facility, or at other appropriate locations as determined by the Water Operations Manager.
- 5.3.2 The DSO is required to measure and maintain documentation of flow rates, duration and other pertinent irrigation event statistics as determined by the Water Operations Manager.
- 5.3.3 All water measurements performed and documented by the District shall be considered correct in the absence of evidence to the contrary.
- 5.3.4 The District shall maintain, calibrate, and otherwise properly care for all District measurement structures, equipment, and devices.
- 5.3.5 The District, as provided by the CWC §22083, has the authority to install or require the installation of irrigation flow measurement devices, equipment or structures at all District turnouts.
- 5.3.6 District measurement equipment is the property of the District and shall not be tampered with, removed, or otherwise inhibited by any person

unauthorized to do so. Any unauthorized person that performs such acts is subject to criminal prosecution under Penal Code §498c.

5.4 Interruption or Refusal of Service

- 5.4.1 The DSO will make every effort to maintain an adequate flow of water in each District Facility to meet anticipated demands. However, changes in water use due to temperature variation, improper coordination by upstream users during water changes, private booster pump flow variation, local runoff from precipitation, spill water from other facilities, canal breaks, and other emergencies may cause unavoidable fluctuations and interruptions in flow. It is expected that a Landowner, Water User, or Tenant will notify the DSO if water is not available at the time the rotation is scheduled to begin or if the flow is interfered with during the irrigation event. It is also expected that all Landowners, Water Users, and Tenants will cooperate with the Water Operations Manager and/or the DSO in determining the cause of the interruption and will, to the extent practical, assist in correcting the problem.
- 5.4.2 No additional time shall be granted to Landowners, Water Users, and Tenants who fail to use the water continuously when available during the allotted time. If a Landowner, Water User, or Tenant fails, neglects, or refuses to use the water during the period assigned, it shall not be a valid basis for claiming the right to use water at any other subsequent time. However, if such failure to use water is due to circumstances beyond the control of the Landowner, Water User, or Tenant, particularly if caused by the unavailability of water, the District shall endeavor to make up the lost time insofar as it can be done without unreasonably interfering with the scheduled and equitable delivery of water to other Landowners, Water Users, and Tenants. Any such Landowner, Water User, or Tenant which is unable to divert the full allotment of water shall promptly notify the Water Operations Manager of the desire to divert the remainder of the entitlement.

5.5 Out-of-District Service Agreements

- 5.5.1 All water delivered to lands outside of the District boundary shall be subject to, without limitation, any and all of the rules and regulations established by the District and provided within this document.
- 5.5.2 Persons interested in or currently receiving water for application onto lands outside of the current District boundaries are required to submit an application for water service. The application shall be accompanied by any and all fees, charges, or deposits as required by the District.
- 5.5.3 Applications will be reviewed by the General Manager, Water Operations Manager, District Engineer, and Chief Financial Officer. Upon completion of the review process a recommendation will be made by District Staff and presented to the Board. The Board reserves the right to approve or deny any application for out-of-District water for any reason.

- 5.5.4 Out-of-District water service is established on an annual basis and is not guaranteed for the duration of any irrigation season. Out-of-District water is declared surplus water for that purpose and is made available, without obligation, to Board approved recipients. Water supplied to out-of-District Landowners, Water Users, and Tenants is a non-guaranteed availability and may be suspended at any time by the District.
- 5.5.5 The District shall not be liable for any damages that occur from the negligent use or misuse of water supplied to out-of-District Landowners, Water Users, and Tenants.
- 5.5.6 The District shall not be liable for any damages, economic hardships, or otherwise unfavorable consequences resulting from the suspension of an out-of-District service agreement. Persons entering into agreements for out-of-District water service assume and shall be knowledgeable of all risks associated with not receiving anticipated flows, durations and/or volume of water. The District does not and cannot guarantee any degree or level of service to any out-of-District Water Users.
- 5.5.7 Approval of out-of-District service agreements are considered conditional and only valid for the term specified on the applicable agreement for out-of-District water, typically 1-year. Approval to receive out-of-District water shall be considered a distinct and solitary event and shall not establish any right or precedence for future events.

5.6 Unauthorized Use of Water

- 5.6.1 Any person who uses District water without the District's permission may become subject to criminal prosecution and/or civil liability under Penal Code §498 and §592.
- 5.6.2 Use of District water without the District's permission may result in a forfeiture of the Landowner's, Water User's, and/or Tenant's right to receive water on the next scheduled rotation or planned irrigation event.

SECTION 6: LIABILITY

6.1 District Liability

- 6.1.1 The District will not be liable for any damages resulting directly or indirectly from any Private Facility or the water flowing therein or by reason of lack of capacity in any Private or District Facility or for negligent, wasteful, careless, or other use of handling of water by Landowners, Water Users, and Tenants.
- 6.1.2 Nothing in these rules shall be construed as an assumption of liability on the part of the District, its Board, officers, or employees for any damage occasioned by the use of water by any Landowner, Water User, or Tenant or for failure to enforce any of the provisions of these rules.
- 6.1.3 Most of the water furnished by the District flows through many miles of open ditches, and is subject to pollution, shortages, fluctuation in flow, and interruption in services. District employees are forbidden to make any agreements binding the District to serve an uninterrupted, constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries and every Landowner, Water User, and Tenant putting the water to other uses does so at their own risk and by doing so assumes all liability for, and agrees to hold the District and its officers and employees free and harmless from liabilities and damages that may occur as a result of defective water quality, shortages, fluctuation in flow and interruptions in service.
- 6.1.4 The District sells water as a commodity only and not as a guaranteed service and will not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to deliver water or delay in doing so.
- 6.1.5 Private pumping by Landowners, Water Users, and Tenants of District supplied surface water is done at the their risk and the District assumes no liability for damages to private pumping equipment or other damages as a result of turbulent water or shortage or excess of water or other causes.
- 6.1.6 The District assumes no liability for damages to persons or property occasioned through defective Private Facilities.
- 6.1.7 District Facilities are to be used solely for the purpose of conveying water for use on land and for conveying drainage water away from the land. The use of District Facilities for recreation purposes or play is prohibited.
- 6.1.8 The water in many District Facilities is cold, swift and deep, and the District Facilities cover so many miles that continuous District supervision of their use in illegal recreational activities is impossible. Landowners, Water Users, and Tenants are prohibited from using District Facilities and canal roads, rights-of-way, easements, or lands owned by the District for swimming or play.

6.2 Water User Liability

- 6.2.1 Each Landowner, Water User, and Tenant shall be responsible to the District and to third parties for all damages caused by his or her neglect, malicious, and/or careless acts.
- 6.2.2 It is the duty of each Landowner, Water User, and Tenant to regulate and control the water delivered to his or her land so as to avoid damage to the District or third persons.
- 6.2.3 Any persons who cause damages or injury to District Facilities as a result of doing or permitting any of the following to be done:
 - a. Permitting livestock, poultry, or waterfowl to go on or in District Facilities.
 - b. Burning or otherwise injuring or destroying District Facilities.
 - c. Dumping or flowing into the District Facilities any rubbish, soil, filth, or other substances that would pollute or impede the flow of water therein.
 - d. Erecting signs, fences, or other structures on or across or otherwise obstructing District rights-of-way without written permission of the District.
 - e. Shutting off or reducing the flow of water from a District Facility into a Private Facility or field without giving reasonable prior notice of such proposed action to the Water Operations Manager or DSO in charge.

shall pay to the District all costs incurred by the District in repairing the damage or removing the obstructions.
- 6.2.4 Under the Penal Code §588, §592, and §607, it is unlawful to do any of the following without authority of the District:
 - a. Take water from a District Facility with intent to defraud.
 - b. Disturb any District Facility for the control or measurement of water.
 - c. Cause to be emptied or placed into any District Facility any rubbish, filth, or obstruction to the free flow of water.
 - d. Willfully and maliciously cut, break, injure, or destroy any District Facility.
- 6.2.5 The Landowner, Water User, or Tenant are responsible and liable for any damage caused by the their negligence or careless use of water, or the result or failure by them to properly operate or maintain any ditch, pipeline, or other facility for which they are wholly or partially responsible.
- 6.2.6 The District's responsibility for water and its associated characteristics, including quality, shall cease when the water is diverted into any Private or Improvement District Facility or property. The District shall not be liable for any damages that occur once the water is diverted from District Facilities.

6.3 Claims for Damages

- 6.3.1 Claimants must submit claims to the District office on a District claim form within the timeframes established in California Government Code §911.2. Claims will be processed in accordance with California Government Code §§ 900-949.

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-NIL**

**RESOLUTION ADOPTING
RULES & REGULATIONS GOVERNING OPERATION
AND DISTRIBUTION OF WATER WITHIN THE
OAKDALE IRRIGATION DISTRICT SERVICE AREA**

WHEREAS, the Board of Directors of the Oakdale Irrigation District ("District") desires to adopt the revised Rules & Regulations Governing Operation and Distribution of Water Within the Oakdale Irrigation District Service Area.

NOW, THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the Rules & Regulations Governing Operation and Distribution of Water Within the Oakdale Irrigation District Service Area. This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

Upon Motion of Director, seconded by Director and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 2nd day of February 2021 by the following roll call vote:

Director Tobias
Director Doornenbal
Director Orvis
Director Santos
Director DeBoer

The motion passed by a vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 2, 2021
Item Number: 7
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION ADOPTING THE EMPLOYEE 2021 OFFICIAL SALARY AND WAGE SCHEDULES

RECOMMENDED ACTION: Approve Resolution Adopting the Employee 2021 Official Salary and Wage Schedules

BACKGROUND AND/OR HISTORY:

California Code of Regulation, §570.0 identifies Statutory and Regulatory requirements regarding the extent of reporting on the amount of “compensation earnable” by public employees pursuant to Government Code 20630, 20636 and 20636.1 for public agencies. One of those requirements is that the Official Salary and Wage Schedule for public agencies be duly approved and adopted by the employer’s governing body in accordance with the requirements of applicable public meeting laws.

The attached Salary and Wage Schedules presented in this Agenda Report reflect the latest compensation earnable by Oakdale Irrigation District employees. The changes from the last Board adopted Schedule are attributable to:

- An annual 3.5% wage increase for Operating Engineers Local Union No. 3 per labor contract adopted in 2020.
- An annual 3.0% wage increase for the three (3) unrepresented groups (Non-Exempt Confidential Group, Exempt Supervisory Group and Exempt Management Group) adopted in 2020.
- A title change from Support Services Manager to Construction and Maintenance Manager and a salary adjustment downward due to a shifting of workload responsibilities.
- A salary adjustment upward to the Chief Financial Officer position for the addition of workload responsibilities.

FISCAL IMPACT: Included in 2021 Budget

ATTACHMENTS:

- Unrepresented Employees Salary Schedule
- Represented Employees Salary Schedule (OE3)
- Resolution No. 2021-NIL

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT
2021 SALARY SCHEDULE
NON UNION EMPLOYEES
AS OF FEBRUARY 2, 2021

HOURLY**BI-WEEKLY****MONTHLY**

EXEMPT MANAGEMENT	Step 1	Step 2	Step 3	Step 4	Step 5
CHIEF FINANCIAL OFFICER/TREASURER	74.78	78.52	82.45	86.57	90.90
CONSTRUCTION AND MAINTENANCE MANAGER	53.91	56.61	59.44	62.41	65.53
WATER OPERATIONS MANAGER	72.55	76.18	79.99	83.99	88.19

Step 1	Step 2	Step 3	Step 4	Step 5
5,982.70	6,281.83	6,595.92	6,925.72	7,272.01
4,312.93	4,528.58	4,755.01	4,992.76	5,242.40
5,804.24	6,094.45	6,399.17	6,719.13	7,055.09

Step 1	Step 2	Step 3	Step 4	Step 5
12,962.51	13,610.64	14,291.17	15,005.73	15,756.02
9,344.69	9,811.93	10,302.52	10,817.65	11,358.53
12,575.85	13,204.64	13,864.87	14,558.12	15,286.02

EXEMPT SUPERVISORY UNIT	Step 1	Step 2	Step 3	Step 4	Step 5
ASSISTANT ENGINEER	43.35	45.52	47.80	50.19	52.69
ASSISTANT WATER OPERATIONS MANAGER	45.08	47.33	49.70	52.19	54.80
ASSOCIATE ENGINEER	50.62	53.15	55.81	58.60	61.53
EXECUTIVE ASSISTANT/CLERK TO THE BOARD	33.28	34.94	36.69	38.52	40.45
FIELD OPERATIONS SUPERVISOR	40.83	42.87	45.01	47.26	49.63
FLEET MAINTENANCE SUPERVISOR	37.16	39.02	40.97	43.01	45.17
HUMAN RESOURCES ADMINISTRATOR	43.81	46.00	48.30	50.72	53.25
IT SYSTEMS ADMINISTRATOR	45.82	48.11	50.51	53.04	55.69
SAFETY COORDINATOR	44.22	46.43	48.75	51.19	53.75
WATER OPERATIONS SUPERVISOR	40.83	42.87	45.01	47.26	49.63
WATER UTILITIES & SCADA SUPERVISOR	43.07	45.23	47.49	49.86	52.35

Step 1	Step 2	Step 3	Step 4	Step 5
3,468.17	3,641.58	3,823.66	4,014.84	4,215.59
3,606.47	3,786.79	3,976.13	4,174.93	4,383.68
4,049.82	4,252.31	4,464.92	4,688.17	4,922.58
2,662.14	2,795.25	2,935.01	3,081.76	3,235.85
3,266.16	3,429.46	3,600.94	3,780.98	3,970.03
2,972.62	3,121.25	3,277.32	3,441.18	3,613.24
3,504.78	3,680.02	3,864.02	4,057.22	4,260.08
3,665.44	3,848.71	4,041.15	4,243.21	4,455.37
3,537.32	3,714.18	3,899.89	4,094.89	4,299.63
3,266.16	3,429.46	3,600.94	3,780.98	3,970.03
3,445.80	3,618.09	3,799.00	3,988.94	4,188.39

Step 1	Step 2	Step 3	Step 4	Step 5
7,514.37	7,890.09	8,284.59	8,698.82	9,133.77
7,814.01	8,204.71	8,614.94	9,045.69	9,497.97
8,774.60	9,213.33	9,674.00	10,157.70	10,665.58
5,767.97	6,056.37	6,359.19	6,677.15	7,011.00
7,076.67	7,430.50	7,802.03	8,192.13	8,601.74
6,440.68	6,762.71	7,100.85	7,455.89	7,828.69
7,593.69	7,973.37	8,372.04	8,790.64	9,230.17
7,941.79	8,338.88	8,755.83	9,193.62	9,653.30
7,664.19	8,047.40	8,449.77	8,872.26	9,315.87
7,076.67	7,430.50	7,802.03	8,192.13	8,601.74
7,465.90	7,839.20	8,231.16	8,642.71	9,074.85

NON-EXEMPT CONFIDENTIAL UNIT	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNTANT	34.57	36.30	38.12	40.02	42.02
ACCOUNT CLERK	23.84	25.03	26.28	27.59	28.97
INVENTORY-PURCHASING CLERK	29.62	31.10	32.66	34.29	36.00
PAYROLL CLERK / ADMINISTRATION CLERK	28.72	30.15	31.66	33.24	34.91
RECEPTIONIST/CLERK TYPIST/FILE CLERK	20.77	21.81	22.90	24.04	25.25

Step 1	Step 2	Step 3	Step 4	Step 5
2,765.86	2,904.15	3,049.36	3,201.83	3,361.92
1,906.95	2,002.30	2,102.41	2,207.54	2,317.91
2,369.60	2,488.00	2,612.80	2,743.20	2,880.00
2,297.43	2,412.30	2,532.91	2,659.56	2,792.54
1,661.55	1,744.63	1,831.86	1,923.45	2,019.62

Step 1	Step 2	Step 3	Step 4	Step 5
5,992.70	6,292.33	6,606.95	6,937.30	7,284.16
4,131.73	4,338.32	4,555.23	4,782.99	5,022.14
5,134.13	5,390.67	5,661.07	5,943.60	6,240.00
4,977.76	5,226.64	5,487.98	5,762.38	6,050.49
3,600.02	3,780.03	3,969.03	4,167.48	4,375.85

**OAKDALE IRRIGATION DISTRICT
2021 SALARY SCHEDULE
UNION CLASSIFICATIONS
AS OF JANUARY 3, 2021**

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Construction & Maintenance Worker	\$27.42	\$28.79	\$30.23	\$31.74	\$33.33
Distribution System Operator/Construction & Maintenance Worker	\$27.42	\$28.79	\$30.23	\$31.74	\$33.33
Equipment Operator	\$30.51	\$32.04	\$33.64	\$35.32	\$37.09
Fleet Equipment / Mechanic	\$28.15	\$29.56	\$31.03	\$32.59	\$34.21
Leadman - Construction & Maintenance	\$30.16	\$31.67	\$33.25	\$34.91	\$36.66
Leadman - Distribution System Operator/Construction & Maintenance Worker (Irrigation Season)	\$34.13	\$35.84	\$37.63	\$39.51	\$41.49
Leadman - Maintenance & Operations	\$32.93	\$34.58	\$36.31	\$38.13	\$40.03
Maintenance / Operations Worker	\$29.94	\$31.43	\$33.01	\$34.66	\$36.39
SCADA Serviceman	\$30.42	\$31.95	\$33.54	\$35.22	\$36.98
SCADA Technician	\$35.61	\$37.39	\$39.26	\$41.22	\$43.28
Warehouseman / Yard Worker	\$27.42	\$28.79	\$30.23	\$31.74	\$33.33
Water Utilities Serviceman	\$26.82	\$28.16	\$29.57	\$31.04	\$32.60
Water Utilities Technician	\$30.57	\$32.10	\$33.71	\$35.39	\$37.16

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-NIL**

**ACCEPTANCE OF 2021
OFFICIAL SALARY AND WAGE SCHEDULE**

WHEREAS, on April 23 and April 30, 2020, the salary and wage schedule was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding for Operating Engineers Local Union No. 3, Non-Exempt Confidential group, Exempt Supervisory group and Exempt Management group, who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the 2021 Official Salary and Wage Schedule 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 unanimously adopted this 2nd day of February 2021 by the following roll call vote:

Director Tobias
Director Doornenbal
Director Orvis
Director Santos
Director DeBoer

The motion passed by a vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary



DISCUSSION ITEMS

BOARD MEETING OF FEBRUARY 2, 2021

DISCUSSION ITEM

Date:	February 2, 2021
Item Number:	8
APN:	N/A

SUBJECT: DISCUSSION ON BUDGET REVIEW DUE TO POTENTIAL CHANGE IN DISTRIBUTIONS FROM TRI-DAM PROJECT/AUTHORITY FOR FISCAL YEAR 2021

BACKGROUND AND DISCUSSION:

Planning, budgeting, and forecasting are all part of a three-step process for determining and detailing an organization's long-term and short-term financial goals. A budget is an estimate of revenues and expenses for a set period of time which forecasts future financial conditions and goals for an organization. The budget serves as a plan of action for achieving quantified objectives and a standard of measuring performance. Budget development is a year-long process. Once adopted, we begin to track expenses on a real-time basis and compare those actual expenses to the budget over the course of the year.

When staff becomes aware of significant changes in anticipated revenues, discussion regarding possible amendments to the budget may be required. Based on the reporting from the Tri-Dam Project at the Board meeting of January 21, 2021, staff anticipates distributions from the Tri-Dam Project to be approximately \$3,800,000 less than the estimates received from Tri-Dam staff during the 2021 budget preparation in the fall of 2020. These are cash distributions and not revenue from our 50% ownership of Tri-Dam project, however our investment in Tri-Dam affects our net revenue annually as their assets increase or decrease.

If the 2020 year-end financial statements for Tri-Dam are not materially changed from the Board meeting, OID will also have to recognize a loss of \$4,660,000 in our investment in Tri-Dam Project in our 2020 Year End Financial Statements which will reduce the majority of our projected change in net position for 2020.

Staff will continue to monitor the budget and potentially bring back to the Board a budget amendment to compensate for the loss in cash flow from Tri-Dam Project in 2021.

ATTACHMENTS:

Tri-Dam Project Distributions January 2021
Tri-Dam Project Balance Sheet as of December 31, 2020
Tri-Dam email (1/27/2021) Containing 2021 Forecast of Revenue

Board Comments:



Tri-Dam Project January 2021 Distribution

1	Cash and Investments	6/30/2020	12/31/2020
2	Cash in Bank	12,566,054	8,229,834
3	LAIF	6,100	25,176
4	Self-Insurance Reserve (depleted in 2013)	-	-
5	Operating Reserve (market value)	3,359,857	3,366,669
6	Maintenance Reserve (market value)	9,753,733	10,517,919
7	Total Cash & Investments	25,685,744	22,139,598
8			
9	Less:		
10	Self-Insurance Reserve	-	-
11	Operating Reserve	(3,359,857)	(3,366,669)
12	Maintenance Reserve	(9,753,733)	(10,517,919)
13	Day-to-Day Operating Cash	(2,000,000)	(2,000,000)
14		(15,113,590)	(15,884,588)
15			
16	Available Funds	10,572,154	6,255,010
17	Less Repayment to Maintenance Reserve	(750,000)	(750,000)
18	Total District Distribution	9,822,154	5,505,010
19			
20	Distribution per District (rounded)	4,911,000	2,753,000

24	Total Distributions - Project					
25	2016	2017	2018	2019	2020	2021
26	15,918,176	32,773,000	21,119,000	18,252,000	25,142,000	5,506,000
27						
28	Total Distributions - Authority					
29	-	1,384,000	7,383,000	4,868,000	6,439,000	2,504,000
30						
31	Combined Distributions					
32	15,918,176	34,157,000	28,502,000	23,120,000	31,581,000	8,010,000



Tri-Dam Project **Balance Sheets** (unaudited)

	December 31, 2020	November 30, 2020	December 31, 2019
Assets			
Cash	\$ 8,229,834	\$ 7,195,232	\$ 18,103,047
Investment Securities & Money Market	13,931,698	13,921,577	12,118,017
Accounts Receivable	2,203,540	3,673,618	3,169,049
Prepaid Expenses	448,726	446,511	320,240
Capital Assets	107,655,004	107,648,332	106,878,031
Accumulated Depreciation	(52,697,793)	(52,543,164)	(50,948,818)
Intangible Assets	8,213,938	8,213,938	8,213,938
Accumulated Amortization - Intangibles	(2,375,641)	(2,356,180)	(2,142,109)
Other Assets	22,105	32,225	67,317
Deferred Outflows - Pension Related	3,095,459	3,095,459	3,095,459
Total Assets & Deferred Outflows	88,726,869	89,327,547	98,874,171
Liabilities			
Accounts Payable	128,209	174,438	563,847
Other Current Liabilities	389,819	417,964	522,216
Long-Term Liabilities	4,289,237	4,289,237	4,548,255
Deferred Inflows - Pension Related	2,576,399	2,576,399	2,576,399
Total Liabilities & Deferred Inflows	7,383,664	7,458,037	8,210,717
Net Position			
Net Position - Beginning of Year	90,060,492	90,060,492	79,731,510
Contributed Capital - Districts	602,963	602,963	602,963
Distributions	(25,142,000)	(25,142,000)	(18,252,000)
YTD Net Revenues	15,821,749	16,348,055	28,580,981
Total Net Position	81,343,204	81,869,510	90,663,455
Total Liabilities and Net Position	\$ 88,726,869	\$ 89,327,547	\$ 98,874,171

Steve Knell

From: Jarom Zimmerman <jzimmerman@tridamproject.com>
Sent: Wednesday, January 27, 2021 12:07 PM
To: Steve Knell
Cc: dkamper@ssjid.com; theorvii@gmail.com; Peter Rietkerk (prietkerk@ssjid.com); Brian Jaruszewski
Subject: 2021 Distribution Forecast
Attachments: Project_2021_Projection_01262021.xlsx

Steve,

In last weeks board meeting you asked for updated distribution projections based on the forecasted water year. The precipitation predications for this winter are very similar to the actuals from last year, so Brian put together the attached budget spreadsheet with an additional column that shows forecasted revenues using last year's MWh and this year's PPA pricing of \$80/MWh. If you scroll down to the bottom you'll see a net of \$12,890,304 that would be available for distribution, versus the \$20,965,067 that was budgeted based on an average water year. We expect it to be higher than that given that we do not plan on moving forward with many of the capital projects because of the low water year, but this is a good conservative value that you can use for planning purposes.

Jarom Zimmerman

General Manager

Tri-Dam Project & Tri-Dam Power Authority

Cell: 209-768-6450

Office: 209-965-3996 Ext.120



1/27/2021 1:57 PM



COMMUNICATIONS

BOARD MEETING OF FEBRUARY 2, 2021

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. BUREAU OF RECLAMATION-CENTRAL VALLEY PROJECT-CALIFORNIA

DAILY CVP WATER SUPPLY REPORT

JANUARY 26, 2021

RUN DATE: January 27, 2021

RESERVOIR RELEASES IN CUBIC FEET/SECOND

RESERVOIR	DAM	WY 2020	WY 2021	15 YR MEDIAN
TRINITY	LEWISTON	301	314	305
SACRAMENTO	KESWICK	4,992	3,258	3,847
FEATHER	OROVILLE (SWP)	1,750	0	1,750
AMERICAN	NIMBUS	1,861	965	1,724
STANISLAUS	GOODWIN	805	202	231
SAN JOAQUIN	FRIANT	425	345	345

STORAGE IN MAJOR RESERVOIRS IN THOUSANDS OF ACRE-FEET

RESERVOIR	CAPACITY	15 YR AVG	WY 2020	WY 2021	% OF 15 YR AVG
TRINITY	2,448	1,440	1,981	1,249	87
SHASTA	4,552	2,703	3,412	2,099	78
FOLSOM	977	398	477	271	68
NEW MELONES	2,420	1,424	1,983	1,545	109
FED. SAN LUIS	966	581	550	0	0
TOTAL NORTH CVP	11,363	6,545	8,403	5,164	79
MILLERTON	520	269	313	169	63
OROVILLE (SWP)	3,538	1,714	2,166	0	0

ACCUMULATED INFLOW FOR WATER YEAR TO DATE IN THOUSANDS OF ACRE-FEET

RESERVOIR	CURRENT WY 2021	WY 1977	WY 1983	15 YR AVG	% OF 15 YR AVG
TRINITY	51	40	407	210	24
SHASTA	791	893	2,148	1,367	58
FOLSOM	196	137	1,417	545	36
NEW MELONES	117	----	505	207	57
MILLERTON	152	81	709	214	71

ACCUMULATED PRECIPITATION FOR WATER YEAR TO DATE IN INCHES

RESERVOIR	CURRENT WY 2021	WY 1977	WY1983	AVG (N YRS)	% OF AVG	LAST 24 HRS
TRINITY AT FISH HATCHERY	7.54	4.40	23.05	17.41 (59)	43	0.05
SACRAMENTO AT SHASTA DAM	10.03	5.34	41.19	31.05 (64)	32	0.10
AMERICAN AT BLUE CANYON	14.11	7.78	47.34	32.69 (46)	43	0.27
STANISLAUS AT NEW MELONES	5.37	----	19.63	13.36 (43)	40	0.03
SAN JOAQUIN AT HUNTINGTON LK	4.62	5.10	36.30	19.29 (46)	24	0.12

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. BUREAU OF RECLAMATION-CENTRAL VALLEY PROJECT-CALIFORNIA

JANUARY 2021

NEW MELONES LAKE DAILY OPERATIONS

RUN DATE: January 27, 2021

DAY	ELEV	STORAGE 1000 ACRE-Feet IN LAKE	CHANGE	COMPUTED* INFLOW C.F.S.	POWER	RELEASE - C.F.S. SPILL	OUTLET	EVAPORATION C.F.S.	INCHES	PRECIP INCHES
		1,547.9								
1	1,008.30	1,548.6	+0.8	713	315	0	0	15	.05	.00
2	1,008.35	1,549.1	+0.5	608	354	0	0	15	.05	.00
3	1,008.43	1,549.8	+0.8	659	273	0	0	3	.01	.04
4	1,008.48	1,550.3	+0.5	745	503	0	0	3	.01	.04
5	1,008.61	1,551.6	+1.2	772	147	0	0	3	.01	.04
6	1,008.55	1,551.0	-0.6	14	289	0	0	12	.04	.00
7	1,008.55	1,551.0	+0.0	419	404	0	0	15	.05	.00
8	1,008.56	1,551.1	+0.1	429	366	0	0	15	.05	.00
9	1,008.59	1,551.4	+0.3	446	287	0	0	15	.05	.00
10	1,008.64	1,551.8	+0.5	439	188	0	0	12	.04	.00
11	1,008.65	1,551.9	+0.1	224	164	0	0	12	.04	.00
12	1,008.65	1,551.9	+0.0	461	443	0	0	18	.06	.00
13	1,008.67	1,552.1	+0.2	370	263	0	0	12	.04	.00
14	1,008.65	1,551.9	-0.2	447	524	0	0	18	.06	.00
15	1,008.56	1,551.1	-0.9	292	711	0	0	12	.04	.00
16	1,008.48	1,550.3	-0.8	316	653	0	0	46	.15	.00
17	1,008.48	1,550.3	+0.0	244	219	0	0	25	.08	.00
18	1,008.41	1,549.7	-0.7	378	685	0	0	28	.09	.00
19	1,008.28	1,548.4	-1.2	293	886	0	0	28	.09	.00
20	1,008.31	1,548.7	+0.3	208	25	0	0	40	.13	.00
21	1,008.22	1,547.9	-0.9	280	674	0	0	37	.12	.00
22	1,008.11	1,546.8	-1.0	380	826	0	0	80	.26	.00
23	1,008.01	1,545.9	-0.9	295	770	0	0	3	.01	.22
24	1,007.99	1,545.7	-0.2	352	435	0	0	12	.04	.00
25	1,008.00	1,545.8	+0.1	459	403	0	0	9	.03	.70
26	1,007.93	1,545.1	-0.7	306	639	0	0	0	.00	.03
TOTALS			-2.7	10,549	11,446	0	0	488	1.60	1.07
ACRE-Feet			-2,700	20,924	22,703	0	0	968		

COMMENTS:

* COMPUTED INFLOW IS THE SUM OF CHANGE IN STORAGE, RELEASES AND EVAPORATION.

SUMMARY

RELEASE (ACRE-Feet)				PRECIPITATION		
POWER	22,703	OUTLET	0	THIS MONTH =	1.07	
SPILL	0	TOTAL	22,703	JULY 1, 2020 TO DATE =	5.40	
				OCT 1, 2020 TO DATE =	5.37	

Steve Knell

From: FISHBIO Updates <updates@fishbio.com>
Sent: Monday, January 18, 2021 4:25 PM
To: updates@fishbio.com
Subject: Stanislaus River Weir Update through 1/14/21-Final update
Attachments: Stanislaus Weir Update 2020.xlsx

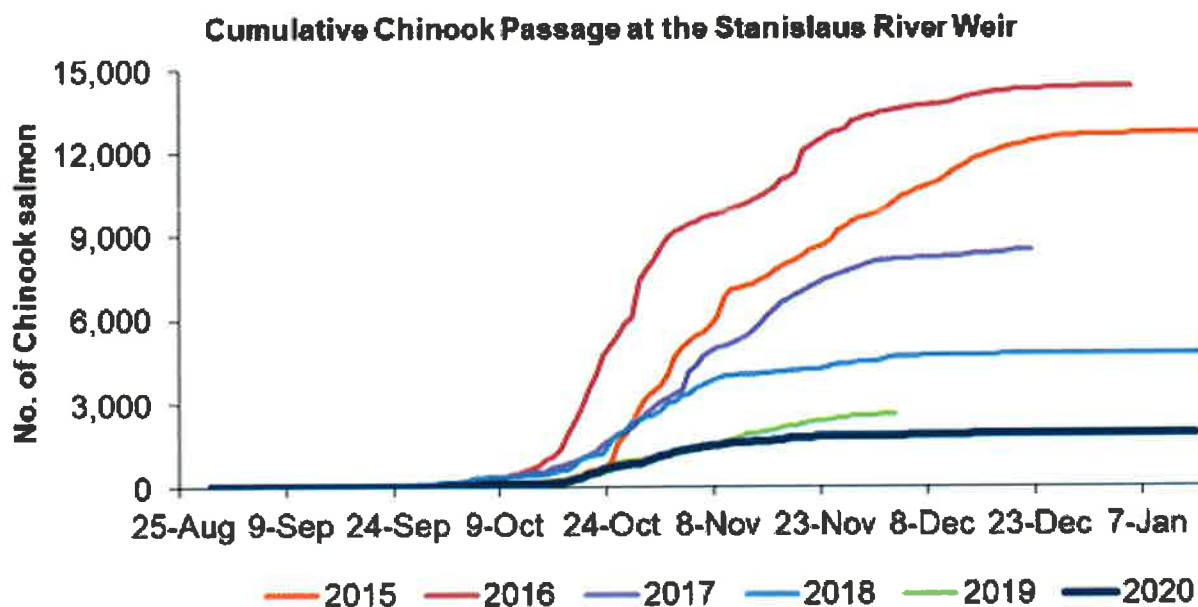
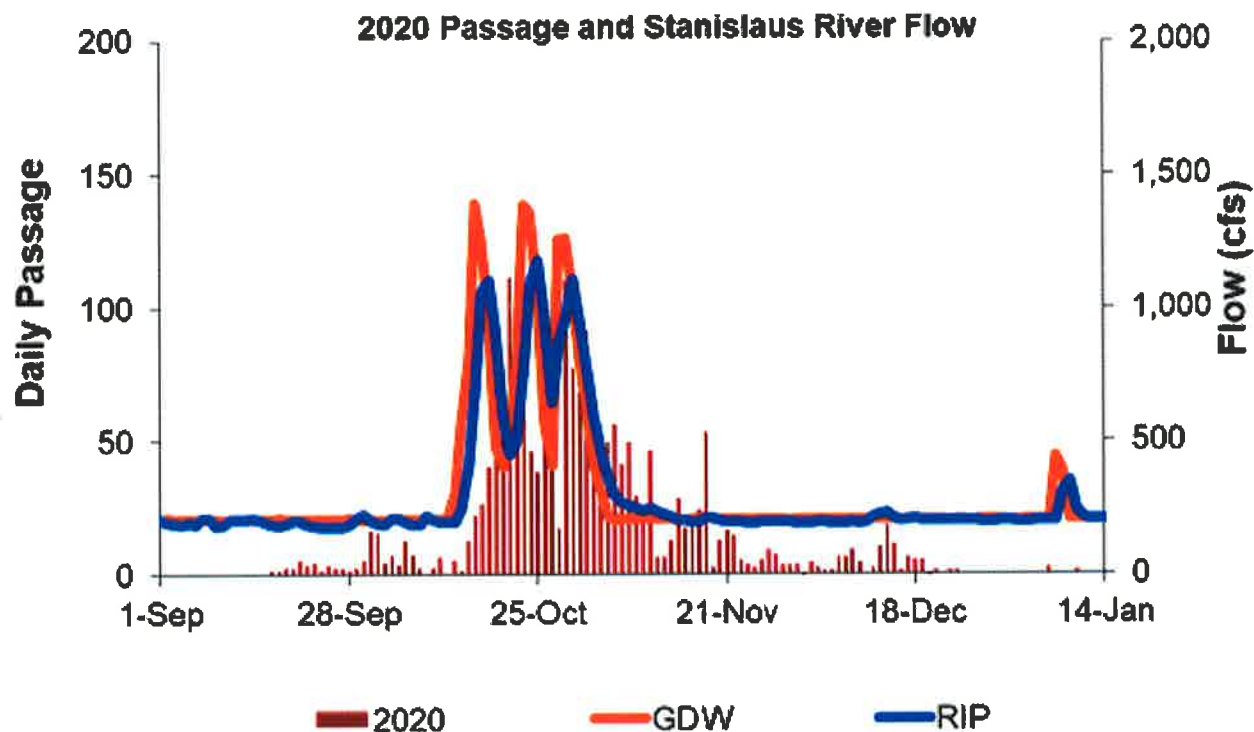
To All:

The VAKI RiverWatcher recorded zero adult Chinook salmon passages at the Stanislaus River weir between 12:00 AM on January 11 and 11:59 PM on January 14, 2021. The Stanislaus weir was removed from the river on January 15.

Regards, *FISHBIO*

Updated through:1/14/2021

Year	Monitoring Start date	Net Passage To Date	Season Total
2020	9/10/2020	1,926	1,926
2019	8/29/2019	2,594	2,594
2018	9/5/2018	4,777	4,777
2017	9/15/2017	8,500	8,500
2016	9/8/2016	14,399	14,399
2015	9/15/2015	12,691	12,707
2014	9/5/2014	5,522	5,527
2013	9/3/2013	5,435	5,452
2012	9/11/2012	7,133	7,248
2011	11/8/2011	766	776
2010	9/7/2010	1,364	1,364
2009	9/9/2009	1,259	1,303
2008	9/9/2008	915	928
2007	9/22/2007	439	439
2006	9/8/2006	3,044	3,074
2005	9/8/2005	4,124	4,124
2004	9/10/2004	4,448	4,448
2003	9/5/2003	4,847	4,848




www.fishbio.com
 (209) 847-6300
update@fishbio.com

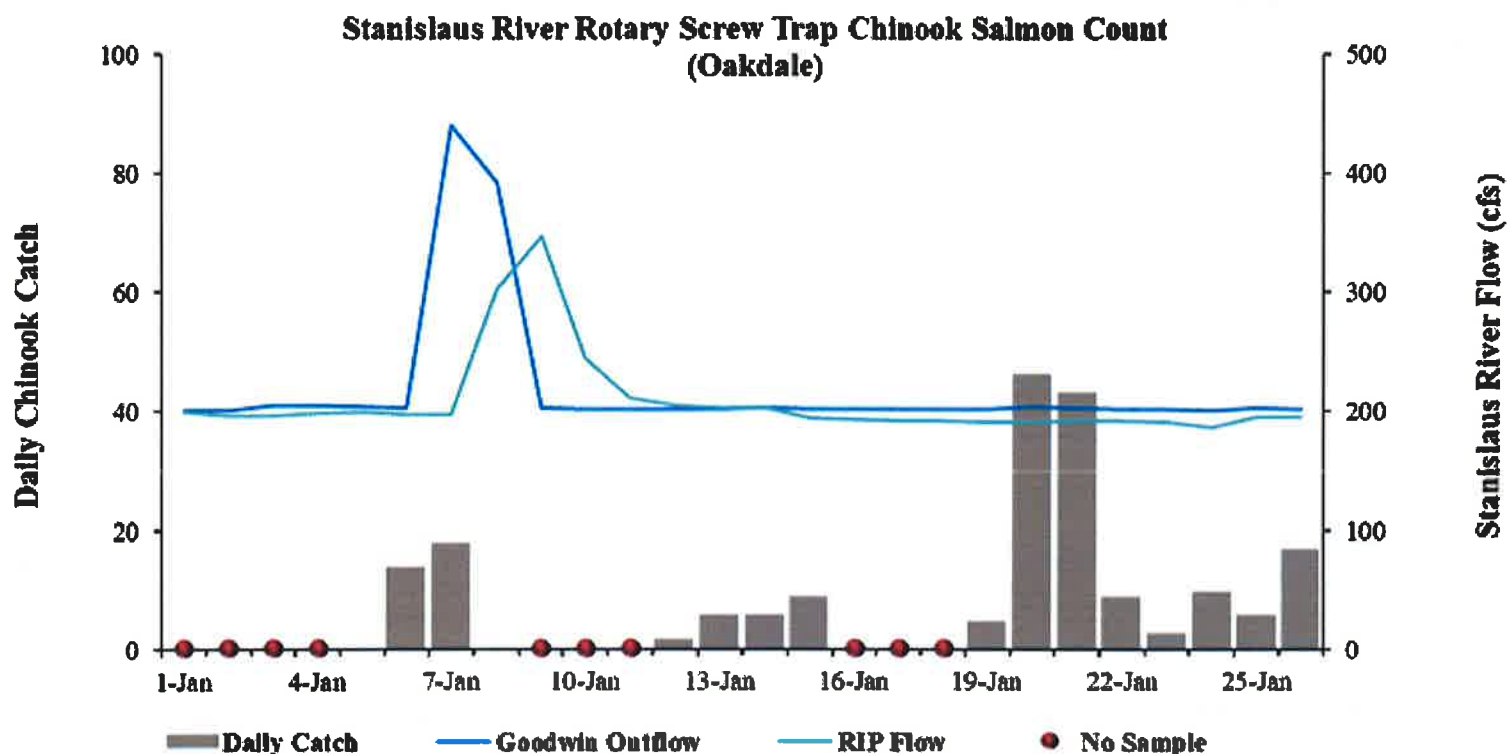
Data Disclaimer: The data provided by FISHBIO are courtesy of Stockton East Water District (SEWD), Tri-dam Project (TDP), Oakdale Irrigation District (OID), South San Joaquin Irrigation District (SSJID), Turlock Irrigation District (TID), Modesto Irrigation District (MID) and U.S. Fish and Wildlife Service (USFWS). Data are intended to be current, but are preliminary and are not guaranteed to be accurate. Source data are compiled and provided by FISHBIO, from which further information can be obtained. Use or reproduction of this data is prohibited without prior permission. If you wish to be removed from the email, reply "[unsubscribe](#)."

Steve Knell

From: FISHBIO Updates <updates@fishbio.com>
Sent: Wednesday, January 27, 2021 2:54 PM
To: updates@fishbio.com
Subject: San Joaquin Basin Update through 1/26/2021

To all,

Here are the weekly San Joaquin Basin monitoring figures updated through January 26, 2021. The Grayson RSTs began fishing the morning of January 25 but no salmon have been captured. Caswell RST data was not yet available at time of this update. No salmon were captured at Caswell as of the last update on January 19.





February __, 2021

City of Oakdale
Community Development Department
120 South Sierra Avenue
Oakdale, CA 95361

Re: Draft 2020 OID AWMP Public Review and Comment

Dear Community Development Department:

Please be advised that the Oakdale Irrigation District (OID) has prepared a Draft 2020 Agricultural Water Management Plan (AWMP or Plan) in accordance with the requirements of the Water Conservation Bill of 2009 (SBx7-7) and the Water Management Planning Bill 1668 (AB 1668). This AWMP updates OID's previous 2015 AWMP. Information on The Draft Plan will be available on or before February __, 2021 for review on the Oakdale Irrigation District website (www.oakdaleirrigation.com) and/or purchase at the OID office. The OID Board of Directors will hold a public hearing via teleconference on March 2, 2021 at 9:00 am. All Board Meetings remain closed to the public, but the public hearing will be accessible telephonically or otherwise electronically to all members of the public who wish to participate and provide public comment on the Draft Plan. To join the public hearing by teleconference, please call 1-669-900-9128, access code 439-287-1020#. The OID Board of Directors invites and encourages interested parties to participate in this public hearing. Comments may also be made through the OID website or sent to the OID office at the address noted below. Upon conclusion of the public comments the Board of Directors will consider the adoption of the updated Draft Agricultural Water Management Plan.

Sincerely,

OAKDALE IRRIGATION DISTRICT

Eric C. Thorburn, P.E.
Water Operations Manager/District Engineer

cc: Administration Files
Board of Directors (5)



CLOSED SESSION ITEMS

BOARD MEETING OF FEBRUARY 2, 2021