

Thomas D. Orvis, President
Herman Doornenbal
Linda Santos
Brad DeBoer
Ed Tobias

District 3
District 2
District 4
District 5
District 1

**MEETING OF THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET, OAKDALE, CA 95361
TUESDAY, APRIL 5, 2022 – 9:00 A.M.
AGENDA**

NOTICE: CORONAVIRUS (COVID-19)

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District website (www.oakdaleirrigation.com) on Friday, April 1, 2022 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 website (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: 358-572-1867 #, 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. Although it is not required, the Board will accept written comments in lieu of public comments (as outlined above) provided the written comments are submitted via email by 4:30 p.m. on the day before the meeting to nfiez@oakdaleirrigation.com. Pursuant to Government Code section 54954.3(b)(1), Public Comment, public comment on an Agenda Item is 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

FIRST ITEM OF BUSINESS – ITEM 1

1. Review and Take Possible Action for **Adoption of Resolution of the Board of Directors of the Oakdale Irrigation District (OID) Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Executive Order N-29-20 issued on March 4, 2020, and Executive Order N-08-21 on June 11, 2021, which Authorizes Remote Teleconference Meetings of the Legislative Bodies of Oakdale Irrigation District for the Period April 3, 2022 through May 3, 2022 Pursuant to Brown Act Provisions**

CONSENT CALENDAR - ITEMS 2 – 7

2. Approve the **Board of Directors' Minutes of the Special Meeting of February 28, 2022, the Board of Directors' Minutes of the Meeting of March 1, 2022, the Board of Directors' Minutes of the Special Meeting of March 8, 2022, the Board of Directors' Minutes of the Special Meeting of March 14, 2022, the Board of Directors' Minutes of the Special Meeting of March 21, 2022 and Resolution Nos. 2022-03, 2022-04, 2022-05 and 2022-06**
3. Approve **Oakdale Irrigation District's Statement of Obligations**
4. Approve **OID Improvement District's Statement of Obligations**
5. Approve the **Treasurer's Report and Financial Statements for the Two Months Ending February 28, 2022**
6. Approve **Professional Services Agreement 2022-PSA-003 with Paris Kincaid & Wasiewski, LLP and Authorize General Manager to Execute**
7. Approve **Continuation of the Reorganized Board Agenda and Follow Best Governance Practices**

ACTION CALENDAR – ITEMS 8 - 14

8. Review and take possible action to **Adopt a Resolution Approving the 2022 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries and Authorize the General Manager to Execute the Agreements**
9. Review and take possible action to **Approve a Resolution Finding the 2022 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the Oakdale Irrigation District Boundary Categorically Exempt Under the California Environmental Quality Act (CEQA)**
10. Review and take possible action to **Approve a Water Transfer Agreement by and among the Oakdale Irrigation District, South San Joaquin Irrigation District and the Chicken Ranch Rancheria of the Me-Wuk Indians of California**
11. Review and take possible action to **Direct Staff to Prepare a White Paper on the Areas of Future Commitments of OLD Water Resources Post Implementation of the Bay-Delta Water Quality Control Plan**
12. Review and take possible action to **Approve the Draft Financial Statements for the Twelve Months Ending December 31, 2021**
13. Review and take possible action to **Approve Employment Agreement for the New General Manager**
14. Review and take possible action **on the Risks and Benefits to Reopen OLD to Public Meetings or to Continue with the Current COVID Protocols that are in Place until September of this Year**

DISCUSSION – ITEM 15

15. Discussion/Presentation on the **District's Surface Water Diversions and Deep Well Production**

COMMUNICATIONS – ITEM 16

16. **Oral Reports and Comments**
 - A. **Directors' Comments/Suggestions**
 - Order of Presentation – President's Choice
 - B. **Committee Reports**
 - Finance Committee – March 1, 2022
 - Public Relations/Outreach Committee – March 1, 2022
 - C. **General Manager's Report on Status of OLD Activities**

D. Water Council Report

PUBLIC COMMENTS – ITEM 17

17. 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.

CLOSED SESSION - ITEM 18

18. Closed Session to discuss the following:

A. **Government Code §54957 – Public Employment: General Manager**

B. **Government Code §54956.8 – Conference Real Property Negotiator**

Negotiating Parties: South San Joaquin Irrigation District, Tuolumne River Agencies, Stockton East Water District, Federal and State Contractors

Property: Water

Agency Negotiators: General Manager and Water Counsel

Under Negotiations: Price and Terms

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

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

Judicial Council Coordination Proceeding 5013

OTHER ACTION – ITEM 19

19. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, May 17, 2022 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, April 21, 2022 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

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



FIRST ITEM OF BUSINESS

BOARD MEETING OF APRIL 5, 2022

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 1
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 4, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF OAKDALE IRRIGATION DISTRICT FOR THE PERIOD APRIL 3, 2022 THROUGH MAY 3, 2022 PURSUANT TO BROWN ACT PROVISIONS

RECOMMENDED ACTION: Approve Resolution of the Board of Directors of the Oakdale Irrigation District proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Order N-15-20 issued on March 4, 2020, and Executive Order N-08-21 on June 11, 2021, which authorizes remote teleconference meetings of the legislative bodies of Oakdale Irrigation District for the period April 3, 2022 through May 3, 2022 pursuant to Brown Act provisions.

BACKGROUND AND/OR HISTORY: On September 17, 2021 Assembly Bill 361 (AB 361) was signed and goes into effect on October 1, 2021. AB 361 replaced some aspects of Executive Order N-29-20, which allowed local legislative bodies to hold remote teleconference meetings. Due to OID's undersized Board room, precluding compliance with OID adopted social distancing measures, inadequate ventilation, air circulation and filtration issues for an attending public in a County with high transmissivity rates, creates a potential health crisis for both OID employees and the public by having open meetings. Therefore, to continue remote teleconference meetings, AB 361 requires a resolution be passed by the Board citing these deficiencies. The resolution will allow the District a thirty (30) day period to continue remote meetings or until conditions improve or the Executive Order is cancelled. A subsequent resolution will need to be passed to continue the remote meetings.

FISCAL IMPACT:

ATTACHMENTS:

➤ Resolution

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:

RESOLUTION NO. 2022-NIL

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 3, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE OAKDALE IRRIGATION DISTRICT FOR THE PERIOD APRIL 3, 2022 THROUGH MAY 3, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Oakdale Irrigation District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Oakdale Irrigation District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a State of Emergency as proclaimed in the Governor's proclamation N-15-20, and Stanislaus County's Health Officer Orders of September 2, 2021; and

WHEREAS, the County Health Officer requires implementation of additional measures to take inclusive of face masks in all indoor settings and other measures to insure safe interactions, i.e. social distancing to prevent the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that its facilities are not large enough to comply with social distancing measures adopted by OID if the public were to attend. Additionally, its air conditioning system lacks the ability to provide adequate filtering and air circulation for proper ventilation, and the County's health statistics indicate poor public compliance with existing measures and a high transmissivity rate. All of these factors cause, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and the District desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Oakdale Irrigation District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the OID Directors will continue to use teleconferencing for the benefit of the public for all its meetings. All call-in information to access the public meeting is available on each Board Meeting Agenda posting, in addition to providing contact information should a problem emerge connecting to the meeting. The OID 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.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF OAKDALE IRRIGATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and prescribes to implementation of all prudent measures to prevent an imminent risk to its workforce from outside persons.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Oakdale Irrigation District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 1, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Oakdale Irrigation District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Oakdale Irrigation District, this 5th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF APRIL 5, 2022

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF FEBRUARY 28, 2022, THE BOARD OF DIRECTORS' MINUTES OF THE MEETING MARCH 1, 2022, THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF MARCH 8, 2022, THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF MARCH 14, 2022, THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF MARCH 21, 2022 AND RESOLUTION NOS. 2022-03, 2022-04, 2022-05 AND 2022-06

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Special Meeting of February 28, 2022, the Board of Directors' Meeting of March 1, 2022, the Board of Directors' Minutes of the Special Meeting of March 8, 2022, the Board of Directors' Minutes of the Special Meeting of March 14, 2022, the Board of Directors' Minutes of the Special Meeting of March 21, 2022 and Resolution Nos. 2022-03, 2022-04, 2022-05, and 2022-06

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Special Meeting of February 28, 2022
- Draft Minutes of the Board of Directors' Meeting of March 1, 2022
- Draft Minutes of the Board of Directors' Special Meeting of March 8, 2022
- Draft Minutes of the Board of Directors' Special Meeting of March 14, 2022
- Draft Minutes of the Board of Directors' Special Meeting of March 21, 2022
- Draft Resolution No. 2022-03
- Draft Resolution No. 2022-04
- Draft Resolution No. 2022-05
- Draft Resolution No. 2022-06

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
February 28, 2022

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Special Session at the hour of 1:31 p.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
Kim Bukhari, Human Resources Administrator

Also Present: Gary Phillips, Bob Murray & Associates

President Orvis joined the meeting at 1:32 p.m.

ADDITION OR DELETION OF AGENDA ITEMS

There were no items added or deleted.

At the hour of 1:34 p.m. the Board welcomed public comment

PUBLIC COMMENT ITEM NO. 1

There being no Public Comment; Public Comment closed at 1:34 p.m. and the Board Meeting continued.

At 1:34 p.m., President Orvis read the items to be discussed in Closed Session and opened for Public Comment on these items.

There was no public comment.

At the hour of 1:35 p.m. Public Comment Closed and the Board reconvened to Closed Session.

CLOSED SESSION ITEM NO. 2:

A. Government Code §54957 – Public Employment: General Manager

At the hour of 7:30 p.m. the Board reconvened to Open Session.

Coming out of Closed Session, President Orvis stated there were no reportable actions:

OTHER ACTION ITEM NO. 3

At the hour of 7:30 p.m. the meeting was adjourned.

The Next regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 1, 2022 at 9:00 a.m.** 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, March 17, 2022 at 8:00 a.m.** via teleconference and hosted by Oakdale Irrigation District. Details can be obtained by calling (209) 249-4600.

Thomas D. Orvis, President
Board of Directors

Attest:

Steve Knell, P.E.
General Manager/Secretary

MINUTES

Oakdale, California
March 1, 2022

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Regular Session at the hour of 9:02 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
Eric Thorburn, Water Operations Manager/District Engineer

Also Present: Fred Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no items added or deleted.

PRESENTATION ITEM NO. 1

PRESENTATION ON FIXED INCOME PORTFOLIO REVIEW BY HIGHMARK CAPITAL MANAGEMENT

A presentation was given by HighMark Capital Management regarding the District's Fixed Income Portfolio.

PUBLIC HEARING ITEM NO. 2

SECOND PUBLIC HEARING ON THE REDISTRICTING OF THE BOARD OF DIRECTOR DIVISION'S WITHIN THE OAKDALE IRRIGATION DISTRICT

The General Manager, Steve Knell presented the information on the requirements of the second public hearing for redistricting of the Board of Directors divisions within the Oakdale Irrigation District.

At the hour of 9:41 a.m. President Orvis opened the public hearing.

At the hour of 9:42 a.m. the public hearing closed.

Director, Ed Tobias requested that Item No. 4 be pulled from the Consent Calendar, and Director, Herman Doornenbal requested that Item No. 8 be pulled from the Consent Calendar.

CONSENT ITEMS
ITEM NOS. 3, 5, 6, 7, 9, 10

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE MEETING OF FEBRUARY 1, 2022,
THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL BOARD MEETING OF FEBRUARY
22, 2022 AND RESOLUTION NOS. 2022-01, AND 2022-02

A motion was made by Director Santos, and seconded by Director DeBoer and was unanimously supported, to approve the Board of Directors' Minutes of the Regular Meeting of February 1, 2022, the Board of Director's Minutes of the Special Meeting of February 22, 2022 and Resolutions Nos. 2022-01, and 2022-02.

ITEM NO. 5
APPROVE OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS

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

ITEM NO. 6
APPROVE OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

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

ITEM NO. 7
APPROVE THE DRAFT TREASURER'S REPORT AS OF JANUARY 31, 2022

A motion was made by Director Santos, and seconded by Director DeBoer and was unanimously supported, to approve the draft Treasurer's report as of January 31, 2022.

ITEM NO. 9
APPROVE REJECTION OF CLAIM SUBMITTED BY ROSE & MARMON PARTNERSHIP

A motion was made by Director Santos, and seconded by Director DeBoer and was unanimously supported, to approve rejection of claim submitted by Rose & Marmon Partnership.

ITEM NO. 10
APPROVE BOARD ATTENDANCE AT THE ACWA SPRING CONFERENCE MAY 3 – MAY 5,
2022 IN SACRAMENTO, CALIFORNIA

A motion was made by Director Santos, and seconded by Director DeBoer and was unanimously supported, to approve Board attendance at the ACWA Spring Conference May 3 – May 5, 2022 in Sacramento, California.

PULLED CONSENT CALENDAR
ITEM NOS. 4 & 8

ITEM NO. 4
APPROVE ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE

IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 4, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF OAKDALE IRRIGATION DISTRICT FOR THE PERIOD MARCH 3, 2022 THROUGH APRIL 2, 2022 PURSUANT TO BROWN ACT PROVISIONS

A motion was made by Director DeBoer and seconded by Director Santos to adopt resolution of the Board of Directors of the Oakdale Irrigation District (OID) proclaiming a local emergency, ratifying the proclamation of a state of emergency by executive order N-29-20 issued on March 4, 2020, and executive order N-08-21 on June 11, 2021, which authorizes remote teleconference meetings of the legislative bodies of Oakdale Irrigation District for the period March 3, 2022 through April 2, 2022 pursuant to Brown Act Provisions, and was voted by the following roll call vote:

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

The motion passed by a 4-1 vote.

ITEM NO. 8
APPROVE REJECTION OF CLAIM SUBMITTED BY JOE DUTRA, JR

A motion was made by Director Tobias, and seconded by Director DeBoer to approve rejection of claim submitted by Joe Dutra, Jr., and was voted 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.

ACTION CALENDAR
ITEMS NOS. 11 - 12

ITEM NO. 11
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE DISPOSAL OF PROPERTY NO LONGER NECESSARY FOR DISTRICT PURPOSES AND AUTHORIZING STAFF TO EXECUTE A SALES AGREEMENT TO SELL THE PROPERTY LOCATED AT 9331 WAMBLE ROAD

A motion was made by Director Doornenbal, and seconded by Director Santos, to proceed approve resolution authorizing the disposal of property no longer necessary for District purposes and authorizing staff to execute a sales agreement to sell the property located at 9331 Wamble Road:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes

Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

ITEM NO. 12

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE RESOLUTION ADOPTING THE REDISTRICTING MAP FOR THE BOARD OF DIRECTOR DIVISION'S WITHIN OAKDALE IRRIGATION DISTRICT AND FORWARD TO REGISTRAR OF VOTERS FOR STANISLAUS COUNTY

A motion was made by Director Santos, and seconded by Director Tobias, to approve resolution adopting the redistricting map for the Board of Director division's within Oakdale Irrigation District and forward to registrar of voters for Stanislaus County:

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

The motion passed by a 4-1 vote.

DISCUSSION
ITEM NO.13

ITEM NO. 13

DISCUSSION ON THE START OF THE 2022 IRRIGATION SEASON AND PREPARATIONS FOR A DRY YEAR

General Manager, Steve Knell discussed the start of the 2022 irrigation season and preparations for a dry year.

COMMUNICATIONS
ITEM NO.14

A. SUMMARY OF DIRECTORS COMMENTS

Director DeBoer

Director DeBoer thanked staff and commended them for their hard work and efforts for the District.

Director Santos

Director Santos agreed with Director DeBoer regarding staff at the District. She stated there are to be changes coming for the District, and feels that staff is well prepared. Director Santos closed by stating we have a great irrigation season coming.

Director Doornenbal

Director Doornenbal thanked staff and pointed out the efforts of the Distribution System Operators and the Construction and Maintenance Workers on preparing the District for the irrigation season.

Director Tobias

Director Tobias thanked Chief Financial Officer, Sharon Cisneros and Water Operations Manager/District Engineer, Eric Thorburn and all District staff.

Director Orvis

Director Orvis mentioned the bright side of our winter was the ability to complete projects while there was stable weather. He thanked fellow Directors for attending the Stanislaus County Farm Bureau Regional meeting, stating it was a great turnout. Director Orvis closed by thanking staff and the Directors for the recent special meetings, and thanked everyone for participating.

B. COMMITTEE REPORTS

Water Committee

Director DeBoer stated the Water Committee met, and discussed a topic with Mr. Dutra. He expanded that the Committee was able to come up with suggestions for both parties in hopes for solutions.

San Joaquin Tributary Authority (SJTA)

Director Doornenbal and Director Orvis commented about the status of SJTA matters.

C. GENERAL MANAGERS REPORT

General Manager, Steve Knell, added to the discussion regarding the SJTA update.

D. WATER COUNCIL REPORT

Water Council, Tim O'Laughlin, discussed some water topics in regards to the Oakdale Irrigation District.

At the hour of 10:36 a.m. the Board welcomed public comment.

PUBLIC COMMENT

ITEM NO. 15

There being no Public Comment; Public Comment closed at 10:36 a.m. and the Board Meeting continued.

At 10:37 a.m., President Orvis read the items to be discussed in Closed Session and opened for Public Comment on these items.

There was no public comment.

At the hour of 10:37 a.m. Public Comment Closed and the Board reconvened to Closed Session.

CLOSED SESSION

ITEM NO. 16:

A. Government Code §54957 – Public Employment: General Manager

B. Government Code §54956.8 – Conference Real Property Negotiator

Negotiating Parties: South San Joaquin Irrigation District, Chicken Ranch
Rancheria Band of Me-Wuk Indians, Tuolumne River
Agencies

Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms

C. Government Code §54956.8 – Conference Real Property Negotiator

Negotiating Parties: Hoekstra Dairy
Property: Clavey House
Agency Negotiators: General Manager and Chief Financial Officer
Under Negotiations: Price and Terms

At the hour of 11:40 a.m. the Board reconvened to Open Session.

Coming out of Closed Session, President Orvis stated there were no reportable actions:

OTHER ACTION
ITEM NO. 17

At the hour of 11:41 a.m. the meeting was adjourned. A Special Board Meeting is scheduled for **Monday, March 14, 2022 at 9:00 a.m.** The Next regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, April 5, 2022 at 9:00 a.m.** 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, March 17, 2022 at 8:00 a.m.** via teleconference and hosted by South San Joaquin Irrigation District. Details can be obtained by calling (209) 249-4600.

Thomas D. Orvis, President
Board of Directors

Attest:

Steve Knell, P.E.
General Manager/Secretary

MINUTES

Oakdale, California
March 8, 2022

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Special Session at the hour of 2:00 p.m. Upon roll call, there were present:

Directors: Tom Orvis, President
Brad DeBoer, Vice President
Herman Doornenbal
Linda Santos (via zoom)
Ed Tobias

Staff Present: Steve Knell, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Michael Ballinger, IT System Administrator

ADDITION OR DELETION OF AGENDA ITEMS

There were no items added or deleted.

ACTION CALENDAR ITEMS NOS. 1 - 2

ITEM NO. 1

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE EMERGENCY PURCHASE OF THE RUBRIK IMMUTABLE BACKUP SOLUTION

A motion was made by Director Tobias, and seconded by Director Santos, to proceed approve the emergency purchase of the Rubrik Immutable Backup Solution:

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

The motion passed by a 5-0 vote.

ITEM NO. 2

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION FOR A TEMPORARY WATER TRANSFER AGREEMENT BY AND AMONG THE OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT AND THE STOCKTON EAST WATER DISTRICT AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE

A motion was made by Director Santos, and seconded by Director Tobias, to approve adoption of resolution for a temporary water transfer agreement by and among the Oakdale Irrigation District, the South San Joaquin Irrigation District, and the Stockton East Water District and authorize the General Manager to execute:

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

The motion passed by a 5-0 vote.

At the hour of 2:16 p.m. the Board welcomed public comment.

PUBLIC COMMENT
ITEM NO. 3

There being no Public Comment; Public Comment closed at 2:16 p.m.

OTHER ACTION
ITEM NO. 4

At the hour of 2:17 p.m. the meeting was adjourned. A Special Board Meeting is scheduled for **Monday, March 14, 2022 at 9:00 a.m.** The Next regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, April 5, 2022 at 9:00 a.m.** 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, March 17, 2022 at 8:00 a.m.** via teleconference and hosted by South San Joaquin Irrigation District. Details can be obtained by calling (209) 249-4600.

Thomas D. Orvis, President
Board of Directors

Attest:

Steve Knell, P.E.
General Manager/Secretary

MINUTES

Oakdale, California
March 14, 2022

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Special Session at the hour of 9:01 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
Kim Bukhari, Human Resources Administrator

Also Present: Gary Phillips, Bob Murray & Associates

ADDITION OR DELETION OF AGENDA ITEMS

There were no items added or deleted.

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.

At 9:03 a.m., President Orvis read the items to be discussed in Closed Session and opened for Public Comment on these items.

There was no public comment.

At the hour of 9:04 a.m. Public Comment Closed and the Board reconvened to Closed Session.

CLOSED SESSION ITEM NO. 2:

A. Government Code §54957 – Public Employment: General Manager

At the hour of 1:21 p.m. the Board reconvened to Open Session.

Coming out of Closed Session, President Orvis stated there were no reportable actions:

OTHER ACTION ITEM NO. 3

At the hour of 1:22 p.m. the meeting was adjourned.

The Next regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, April 5, 2022 at 9:00 a.m.** 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, March 17, 2022 at 8:00 a.m.** via teleconference and hosted by Oakdale Irrigation District. Details can be obtained by calling (209) 249-4600.

Thomas D. Orvis, President
Board of Directors

Attest:

Steve Knell, P.E.
General Manager/Secretary

MINUTES

Oakdale, California
March 21, 2022

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Special Session at the hour of 9:02 a.m. Upon roll call, there were present:

Directors: Tom Orvis, President
Herman Doornenbal
Linda Santos

Staff Present: Steve Knell, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Kim Bukhari, Human Resources Administrator

ADDITION OR DELETION OF AGENDA ITEMS

There were no items added or deleted.

At the hour of 9:03 a.m., President Orvis read the items to be discussed in Closed Session and opened for Public Comment at 9:04 a.m.

PUBLIC COMMENT ITEM NO. 1

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

At the hour of 9:05 a.m. the Board reconvened to Closed Session.

CLOSED SESSION ITEM NO. 2:

A. Government Code §54957 – Public Employment: General Manager

At the hour of 9:28 a.m. the Board reconvened to Open Session.

Coming out of Closed Session, President Orvis stated there were no reportable actions:

OTHER ACTION ITEM NO. 3

At the hour of 9:29 a.m. the meeting was adjourned.

The Next regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, April 5, 2022 at 9:00 a.m.** 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, April 21, 2022 at 9:00 a.m.** via teleconference and hosted by South San Joaquin Irrigation District. Details can be obtained by calling (209) 249-4600.

Thomas D. Orvis, President
Board of Directors

Attest:

Steve Knell, P.E.
General Manager/Secretary

DRAFT

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 3, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE OAKDALE IRRIGATION DISTRICT FOR THE PERIOD MARCH 3, 2022 THROUGH APRIL 2, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Oakdale Irrigation District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Oakdale Irrigation District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a State of Emergency as proclaimed in the Governor's proclamation N-15-20, and Stanislaus County's Health Officer Orders of September 2, 2021; and

WHEREAS, the County Health Officer requires implementation of additional measures to take inclusive of face masks in all indoor settings and other measures to insure safe interactions, i.e. social distancing to prevent the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that its facilities are not large enough to comply with social distancing measures adopted by OID if the public were to attend. Additionally, its air conditioning system lacks the ability to provide adequate filtering and air circulation for proper ventilation, and the County's health statistics indicate poor public compliance with existing measures and a high transmissivity rate. All of these factors cause, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and the District desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Oakdale Irrigation District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the OID Directors will continue to use teleconferencing for the benefit of the public for all its meetings. All call-in information to access the public meeting is available on each Board Meeting Agenda posting, in addition to providing contact information should a problem emerge connecting to the meeting. The OID 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.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF OAKDALE IRRIGATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and prescribes to implementation of all prudent measures to prevent an imminent risk to its workforce from outside persons.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Oakdale Irrigation District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 1, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Oakdale Irrigation District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Oakdale Irrigation District, this 1st day of March, 2022, by the following vote:

AYES: 4

NOES: 1

ABSENT: 0

ABSTAIN: 0

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2022-04**

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

WHEREAS, the Oakdale Irrigation District (“District”) may, under the provisions of Section 22500 of the Water Code, dispose of property of the District that it finds no longer necessary for District purposes;

WHEREAS, the Board of Directors of the District (the “Board”) finds that the property located at 9331 Wamble Road, Oakdale, California (the “Property”) is no longer necessary for District purposes, and that it is in the best interest of the District to dispose of such surplus property;

WHEREAS, on or around August 26, 1960, the District entered into an agreement (the “Agreement,” a copy of which is attached hereto as Exhibit A) with Milton F. Parker and Camille M. Parker (collectively, “Parker”), pursuant to which the District agreed that in the event that the District desires to sell or dispose of the Property, Parker or Parker’s successors in ownership shall have a 120-day right of first refusal to purchase the Property for three hundred dollars (\$300.00);

WHEREAS, California’s AB 1486, which was signed into law in 2019 and became effective January 1, 2020, imposes requirements on government entities that want to dispose of surplus property, generally requiring that such property be made available for low- and moderate-income housing, parks/recreation and open space, and/or clustering of housing and commercial development around transit stations; and

WHEREAS, the Agreement predates AB 1486 and, pursuant to Gov. Code § 54234(a)(1) and section 103(b)(1)(A) of the California Department of Housing and Community Development’s Surplus Land Guidelines published in April 2021 (“HCD Guidelines”), is therefore exempt from the requirements of AB 1486;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. It is in the best interest of the District to dispose of the Property in the most economical manner.
2. The Board directs the District’s General Manager to execute a sales agreement to dispose of the Property in accordance with the District Surplus Property Policy, the Surplus Land Act, and the Agreement.
3. The Board finds that the contractual right to buy the Property that was established by the 1960 Agreement, which predates the State’s enactment of AB 1486, is protected by the constitutional “contract clause” set forth in Article I, Section 9 of the California Constitution.

4. The Board directs the General Manager to ensure compliance with section 400(e) of the HCD Guidelines by providing a copy of this resolution to the California Department of Housing and Community Development at least 30 days prior to disposition of the Property.

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution is adopted this 1st day of March, 2022.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2022-05**

A RESOLUTION ADOPTING REDISTRICTING MAP

WHEREAS, Oakdale Irrigation District provides irrigation and drainage services within its existing boundaries; and

WHEREAS, the District contains five Directors' divisions as required by Water Code §21550; and

WHEREAS, each Director is elected by the division the Director represents as required by Water Code §21551; and

WHEREAS, the Board of Directors is required by Water Code §21605 to adjust the boundaries of the divisions pursuant to the Elections Code §22000; and

WHEREAS, The Board of Directors is required by §22000 of the Elections Code to adjust division boundaries by resolution after the federal decennial census; and

WHEREAS, the Board of Directors is to use the 2020 census as a basis and adjust the boundaries of any division so that the divisions are, as far as practicable, equal in population and in compliance with §1973 of Title 42 of the United States Code, as amended; and

WHEREAS, the Board of Directors in adjusting the boundaries of the divisions , may give consideration to the following factors: (1) topography, (2) geography, (3) cohesiveness, contiguity, integrity, and compactness of territory, and (4) community of interests of the District; and

WHEREAS, the Board of Directors were presented with two map options at their regular meeting of February 1, 2022 and were advised that both maps complied with Elections Code §22000(a) and all other applicable laws; and

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

- A. Of the two map alternatives presented to the Board of Directors on February 1, 2022, the Board of Directors hereby designates the map entitled Option 1 as the new Directors' division boundaries for Oakdale Irrigation District, until such time as the Board of Directors adopts a resolution designating different Directors' division boundaries.

Upon Motion of Director Santos, seconded by Director Tobias, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 1st day of March 2022.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis
President

Steve Knell, P.E.
Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2022-06**

**RESOLUTION APPROVING A WATER TRANSFER AGREEMENT BY AND
BETWEEN OAKDALE IRRIGATION DISTRICT,
SOUTH SAN JOAQUIN IRRIGATION DISTRICT,
AND STOCKTON EAST WATER DISTRICT**

WHEREAS, the Oakdale Irrigation District and South San Joaquin Irrigation District (collectively called “Districts”) are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and,

WHEREAS, the Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and,

WHEREAS, Stockton East Water District (“SEWD”) supplies irrigation, municipal and industrial (M&I) and domestic water to portions of the Eastern San Joaquin Groundwater Subbasin from a combination of surface and groundwater sources; and,

WHEREAS, this Board of Directors has determined that surplus water is available for temporary transfer during the water year ending September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Oakdale Irrigation District Board of Directors does hereby approve the Temporary Water Transfer Agreement By and Between Oakdale Irrigation District, South San Joaquin Irrigation District and Stockton East Water District and authorize the General Manager to execute the agreement.

Upon motion of Director Santos, Seconded by Director Tobias, and duly submitted to the Board for its consideration, the above resolution was adopted this 8th day of March 2022 by the following vote:

AYES: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 3
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
IRS	Payroll Taxes	\$ 123,374.41
Sierra Mountain Construction, Inc.	South Main Canal Tunnel 8 Rehab	87,438.00
CalPERS	Retirement Contribution	73,420.51
UPL NA, Inc.	Cascade and Teton	66,564.41
Kaiser	Healthcare - April	52,089.41
Steve Harkrader Trucking	Hauling Dirt Services	50,662.50
Central Valley Pump, Inc.	WR# 015, WR# 009, WR# 013, WR# 008 WR# 008 and WR# 012	48,309.03
Condor Earth Technologies, Inc.	WR# 029	47,365.44
Sutter Health Plus	Healthcare - April	45,784.76
PG&E	Electricity - February	43,610.67
		638,619.14
	Other Obligations:	386,248.73
	Total Obligations:	\$ 1,024,867.87

FISCAL IMPACT: \$1,024,867.87

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**

April 5, 2022

Accounts Payable
Check Register - April 5, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
224221	2/24/2022	Internal Revenue Service	\$ 8,061.48	Payroll Taxes
224222	2/24/2022	Employment Development Department	580.11	Payroll Taxes
301221	3/1/2022	Internal Revenue Service	963.01	Payroll Taxes
301222	3/1/2022	Employment Development Department	31.19	Payroll Taxes
301223	3/1/2022	California Public Employees' Retirement System	639.90	Retirement Contribution
304221	3/4/2022	Internal Revenue Service	53,645.03	Payroll Taxes
304222	3/4/2022	ICMA Retirement	3,969.52	Retirement Contribution
304223	3/4/2022	Employment Development Department	9,777.52	Payroll Taxes
304224	3/4/2022	California Public Employees' Retirement System	35,312.46	Retirement Contribution
304225	3/4/2022	VOYA Retirement	8,385.85	Retirement Contribution
30915	3/7/2022	Ace Hardware	139.10	Cable, Drill Bit and Conduit
30916	3/7/2022	Allied Concrete Pumping, LLC	1,782.25	Concrete Pumping Service
30917	3/7/2022	App Agency Inc., c/o Louis Chavez	30.00	Website Hosting - oidwaterresources.org - March
30918	3/7/2022	AT&T Mobility	54.59	GPS Device - February
30919	3/7/2022	California State Disbursement Unit	425.53	Levy
30920	3/7/2022	Casey Records Management	96.00	Shredding - February
30921	3/7/2022	Central Valley Ag Grinding, Inc.	29.00	Green Waste
30922	3/7/2022	Central Valley Pump, Inc.	16,155.54	WR# 009, WR# 013 and WR# 008
30923	3/7/2022	Central Irrigation Inc.	11,896.20	Seametrics iMag 4700, Elbows and Conduits
30924	3/7/2022	Centricity GIS, LLC	400.00	AMS Support Services - January
30925	3/7/2022	City of Oakdale Utilities	1,608.13	Water Usage
30926	3/7/2022	Comcast	559.76	Analog Lines, TV and Internet - February
30927	3/7/2022	Condor Earth Technologies, Inc.	47,365.44	WR# 029 - OID Tunnel 8 CM & QA Services and CalARP Support Services
30928	3/7/2022	Custom Fire Protection	3,084.54	ABC Refills, Extinguisher Hydro Testing and Training
30929	3/7/2022	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	7,788.00	Legal Matters
30930	3/7/2022	Ellis Self Storage, Inc.	95.00	Storage - March
30931	3/7/2022	Far West Laboratories, Inc.	437.50	Bac-T Tests
30932	3/7/2022	Fastenal Company	8,131.14	Anchors, Tape Measures, Waders and Zep 45
30933	3/7/2022	Franchise Tax Board	552.54	Levy
30934	3/7/2022	Fresno Valves & Castings, Inc.	4,191.59	Slide Gates
30935	3/7/2022	George Reed, Inc.	5,154.45	Concrete
30936	3/7/2022	George W. Lowry, Inc.	145.05	Oil
30937	3/7/2022	Gilton Solid Waste Management, Inc.	425.39	Refuse Charges - February
30938	3/7/2022	Grating Pacific, Inc.	2,793.97	GPI Grating
30939	3/7/2022	Grover Landscape Services, Inc.	567.10	Monthly Landscaping - February
30940	3/7/2022	Haidlen Ford	200.15	Mats
30941	3/7/2022	Hilmar Lumber, Inc.	1,414.08	Cement
30942	3/7/2022	Hughson Farm Supply	35.20	Rope
30943	3/7/2022	Hunt & Sons, Inc.	10,849.95	Fuel
30944	3/7/2022	Krohne Inc.	19,705.79	Flow Meters and Converters
30945	3/7/2022	Leica Geosystems, Inc.	328.00	Infinity Software Support Renewal 4/2022 - 4/2023
30946	3/7/2022	Lincoln National Life Insurance Company	640.53	Life Insurance - March
30947	3/7/2022	Metron-Farnier, LLC	4,552.75	Innov8 Registers
30948	3/7/2022	Mission Uniform Service	786.93	Uniform Services
30949	3/7/2022	Modesto Steel Company, Inc.	3,755.75	Pipe and Channels
30950	3/7/2022	Morrill Industries, Inc.	3,253.78	Couplers and Gaskets
30951	3/7/2022	Oakdale Saddle Club	1,000.00	Oakdale Rodeo Sponsorship 2022
30952	3/7/2022	Oakdale Chamber of Commerce	1,500.00	2022 Oakdale Leadership Class - T Helm, L Bell & J Kosakiewicz
30953	3/7/2022	Oakdale Leader	388.02	2022 Community Awareness and Board of Directors Public Notice
30954	3/7/2022	Oakdale Sober Grad Night Committee	250.00	2022 OHS Sober Graduation Night
30955	3/7/2022	Office Depot	14.18	Office Supplies
30956	3/7/2022	Paris Kincaid & Wasiewski, LLP	4,560.00	Legal Matters

Accounts Payable
Check Register - April 5, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
30957	3/7/2022	P&D Ventures Inc.	2,314.00	Monthly Janitorial Services - February
30958	3/7/2022	P & L Concrete Products, Inc.	2,163.26	Concrete
30959	3/7/2022	Quadient Finance USA, Inc.	1,633.99	Postage Lease and Postage
30960	3/7/2022	Ray Morgan Company	681.66	Copier Usage
30961	3/7/2022	Resource Building Materials	94.76	Redi Mix
30962	3/7/2022	Rubicon, Inc.	452.00	WR# 002 - Technical Support
30963	3/7/2022	Safe-T-Lite of Modesto, Inc.	427.93	Flags and Decals
30964	3/7/2022	Springbrook Holding Company, LLC	145.00	Civic Pay - February
30965	3/7/2022	Stanislaus County Farm Bureau	1,250.00	2022 Members Meeting
30966	3/7/2022	Steves Chevrolet - Buick	192.64	Connector and Resistor
30967	3/7/2022	Steve Harkrader Trucking	15,828.75	Hauling Dirt Services
30968	3/7/2022	Streamline	400.00	Member Web Services - March
30969	3/7/2022	Tim O'Laughlin A Professional Law Corporation	7,920.00	Legal Matters
30970	3/7/2022	TP Express	2,550.00	Regular and Single Portable Restroom Rental - March
30971	3/7/2022	United Rentals Northwest, Inc.	1,184.44	Trench Box Rental, Nuts, Washers and Levers
30972	3/7/2022	Verizon	1,512.90	Vehicle Tracking Services - February
30973	3/7/2022	White Cap Construction Supply	600.20	Nail Steel Stakes and Epoxy
30974	3/7/2022	Wille Electric Supply Co., Inc.	663.23	Insecticide and Conduit
307221	3/7/2022	Visa	2,814.93	Deposit For Employee Modesto Nuts Game, Luncheons Contactor and COVID-19 Test
318221	3/18/2022	Internal Revenue Service	60,704.89	Payroll Taxes
318222	3/18/2022	ICMA Retirement	3,982.48	Retirement Contribution
318223	3/18/2022	VOYA Retirement	9,341.33	Retirement Contribution
318224	3/18/2022	Employment Development Department	11,521.38	Payroll Taxes
318225	3/18/2022	California Public Employees' Retirement System	37,468.15	Retirement Contribution
30975	3/21/2022	Aarons Heating & Air Inc.	585.00	Maintenance On Seven Split Systems
30976	3/21/2022	ABS Presort, Inc.	145.44	Business Cards - Tyler Helm
30977	3/21/2022	Ace Hardware	597.83	PVC Pipe, Towels, Valve, Batteries and Elbows
30978	3/21/2022	ACWA-JPIA	10,211.60	Dental and Vision Insurance - April
30979	3/21/2022	Shodeen Construction	345.26	AR Refund
30980	3/21/2022	Battery Systems	273.79	Batteries
30981	3/21/2022	Bob Murray & Associates	4,039.84	GM Recruitment Services
30982	3/21/2022	Boutin Jones, Inc.	1,281.07	Legal Matters
30983	3/21/2022	Bruno, Ed	320.00	Ag Pump Application Fee Refund
30984	3/21/2022	California State Disbursement Unit	425.53	Levy
30985	3/21/2022	Central Valley Pump, Inc.	18,241.25	WR# 015 - ID 22 Pump Installation
30986	3/21/2022	Chicago Title	345.59	Refund: 6224 Milnes Rd. Oakdale
30987	3/21/2022	Christopher, Andy	75.00	Steel Toe Boot Reimbursement
30988	3/21/2022	City of Modesto	18,366.00	STRGBA GSA - Cost Share Agreement
30989	3/21/2022	Coffee Break Service, Inc.	231.00	Coffee Service
30990	3/21/2022	Comcast Business	395.54	Office Phone Charges - February
30991	3/21/2022	Conlin Supply Co., Inc.	2,289.91	Cattle Gate, Flat Cap and Brace Bracket
30992	3/21/2022	CoreLogic Solutions, LLC	291.75	Real Quest - February
30993	3/21/2022	Davids Engineering, Inc.	9,164.97	WR# 012 - OID On-Call Support
30994	3/21/2022	DeBoer, Brad	25.00	Northeast FB Regional Meeting Reimbursement
30995	3/21/2022	Fastenal Company	2,688.83	Waders, Duffel Bags, Igloos and Padlocks
30996	3/21/2022	Fedak & Brown LLP	9,785.00	2021 Audit Services
30997	3/21/2022	Fiez, Nichole	167.85	Raffle Item and Speaker Basket Reimbursement
30998	3/21/2022	First American Title Company	98.42	Refund: 10606 Stone Rd Oakdale
30999	3/21/2022	F&M Bank	4,602.00	February 2022 Retention
31000	3/21/2022	Franchise Tax Board	785.43	Levy
31001	3/21/2022	Fresno Valves & Castings, Inc.	18,374.62	Slide Gates

Accounts Payable
Check Register - April 5, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
31002	3/21/2022	George Reed, Inc.	1,390.42	Crushed 3/4
31003	3/21/2022	Gilton Resource Recovery Transfer Facility, Inc.	673.05	Solid Waste and Wood Refuse - February
31004	3/21/2022	Gilton Solid Waste Management, Inc.	1,046.96	Refuse Charges - February
31005	3/21/2022	Giuliani & Kull, Inc.	262.50	WR# 101 - On-Call Surveying Services
31006	3/21/2022	Haidlen Ford	4,429.35	Thermostats, Tool Boxes, DEF Fluid, Compressor and Air Cleaners
31007	3/21/2022	Hauskens-Simons, Josh	86.50	Hazmat/TSA Enrollment
31008	3/21/2022	Hilmar Lumber, Inc.	2,539.56	PVC Couplers and Elbows
31009	3/21/2022	Hunt & Sons, Inc.	18,490.99	Fuel
31010	3/21/2022	Jorgensen Company	554.04	Filter Inlet and Tygon Tubing
31011	3/21/2022	Kaiser Foundation Health Plan, Inc.	52,089.41	Healthcare Insurance - April
31012	3/21/2022	Krohne Inc.	23,530.36	Flow Meters and Converters
31013	3/21/2022	Machado Backhoe, Inc.	3,352.92	MBI Structure
31014	3/21/2022	Mission Uniform Service	762.09	Uniform Services
31015	3/21/2022	Moore Quality Galvanizing L.P.	3,798.08	Galvanized Leg Rails, Step Ladder, Pipe, Trash Rack and Channels
31016	3/21/2022	Morrill Industries, Inc.	768.85	Coupler
31017	3/21/2022	NorCal Kenworth	506.58	Filters
31018	3/21/2022	Oakdale Automotive Repair & Tire	1,651.97	Tire Mounting and Tires
31019	3/21/2022	Oak Valley Hospital District	75.00	DOT Exam
31020	3/21/2022	Occu-Med, Ltd.	360.00	2nd Quarter Services 2022
31021	3/21/2022	Office Depot	271.22	Office Supplies
31022	3/21/2022	OID Improvement Districts	6,292.32	February 2022 Reimbursement
31023	3/21/2022	Petty Cash	110.42	Admin Fee For County Recording, BackFlow Prevention Certifications
31024	3/21/2022	Ontel Security Services, Inc.	275.00	Security Monitoring - February
31025	3/21/2022	Operating Engineers Union Local No. 3	3,283.00	Union Dues PPE: 03/12/22
31026	3/21/2022	P G & E	43,610.67	Electricity - February
31027	3/21/2022	P & L Concrete Products, Inc.	408.59	Concrete
31028	3/21/2022	Prichard, Don	50.00	Additional Funds Owed At Retirement
31029	3/21/2022	Redwood Health Services	3,871.20	125 Cafeteria Plan and Cobra Fees - April
31030	3/21/2022	Resource Building Materials	127.05	Redi Mix
31031	3/21/2022	Safety-Kleen	377.28	Oil Service
31032	3/21/2022	Samba Holdings, Inc.	213.56	Fleet Watch - February
31033	3/21/2022	San Joaquin Valley Air Pollution Control District	290.00	Generator Permit For Fox Borough May 2022 - April 2023
31034	3/21/2022	Sierra Mountain Construction, Inc.	87,438.00	South Main Canal Tunnel 8 Rehab
31035	3/21/2022	Steve Harkrader Trucking	34,833.75	Hauling Dirt Services
31036	3/21/2022	Sutter Gould Medical Foundation	423.00	Pre-Employment Medical Exams
31037	3/21/2022	Sutter Health Plus	45,784.76	Healthcare Insurance - April
31038	3/21/2022	Target Specialty Products	18,222.07	Round Up Pro, Weedar, Bullseye Blue Dye, Vastlan and Willow Wood
31039	3/21/2022	Teter, LLP	18,154.75	WR# 001 - Greger Facility
31040	3/21/2022	Thorburn, Eric	90.00	Productivity Enhancement Certifications
31041	3/21/2022	Tri-West Tractor Incorporated	768.00	Sensor Relay, Springs, Filters and Elements
31042	3/21/2022	UPL NA Inc.	66,564.41	Cascade and Teton
31043	3/21/2022	Verizon Wireless	2,679.62	Cimis Station and Cell Phone and Ipad Charges - February
31044	3/21/2022	White Cap Construction Supply	1,307.90	Sikaflex, Steel Stakes and Straw Foam Sealant
31045	3/21/2022	Wienhoff Drug Testing, Inc.	560.00	Random Selection Testing
31046	3/21/2022	Wilkins, Kathryn	70.00	Ag Pump Well Refund
31047	3/21/2022	Central Valley Pump, Inc.	13,912.24	WR# 013 and WR# 012
			<u>\$ 1,024,867.87</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
April 5, 2022

THE FOREGOING CLAIMS, NUMBERED 224221 THROUGH 224222, 301221 THROUGH 301223, 304221 THROUGH 304225, 30915 THROUGH 30974, 307221, 318221 THROUGH 318225, 30975 THROUGH 31047. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 4
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICTS' STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve OID Improvement Districts' Statement of Obligations

<u>Vendor</u>	<u>Purpose</u>		<u>Amount</u>
Oakdale Irrigation District	January O & M Expenses	\$	6,577.03
Oakdale Irrigation District	February O & M Expenses		9,622.05

Total Obligations: \$ 16,199.08

FISCAL IMPACT: \$16,199.08

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
IMPROVEMENT DISTRICT ACCOUNT**

0143

DATE: 5-Apr-22		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	January O & M Expense	I.D. #	January O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38	495.97		
13		41	1,689.18		
19	22.89	45	686.20		
20		46	2,193.98	I.D. #	Construction In Progress
21		48			
22	491.12	51	974.80		
26		52			
29	22.89				
SUB-TOTAL	\$536.90	SUB-TOTAL	\$6,040.13	SUB-TOTAL	\$0.00
			VOUCHER CHARGES		
			Maintenance & Operations		\$6,577.03
			Capital Projects		\$0.00
			Transfers		\$0.00
			TOTAL AMOUNT		\$6,577.03

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0144

DATE: 5-Apr-22		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	February O & M Expense	I.D. #	February O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	1,458.61		
19	829.42	45	1,277.20	I.D. #	Construction In Progress
20		46	2,720.26		
21		48			
22	535.61	51	1,994.20		
26		52			
29	806.75				
SUB-TOTAL	\$2,171.78	SUB-TOTAL	\$7,450.27	SUB-TOTAL	\$0.00
				VOUCHER CHARGES	
				Maintenance & Operations	\$9,622.05
				Capital Projects	\$0.00
				Transfers	\$0.00
				TOTAL AMOUNT	\$9,622.05

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2022 - MARCH 24, 2022**

CHECK NO.	PAYABLE TO:		AMOUNT	DATE
0142	OAKDALE IRRIGATION DISTRICT	\$	11,117.66	02/22/2022
0143	OAKDALE IRRIGATION DISTRICT		6,577.03	03/04/2022
0144	OAKDALE IRRIGATION DISTRICT		9,622.05	03/24/2022

THE FOREGOING CLAIM NUMBERED 0143 and 0144 WERE APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 5
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE TWO MONTHS ENDING FEBRUARY 28, 2022

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Two Months Ending February 28, 2022

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of February 28, 2021. The month ended with \$51.9 million in designated reserves, \$1.6 million in restricted cash and \$20.6 million in operating cash.

The Financial Statements demonstrate the income and expenditures for the District for the two months ending February 28, 2021.

As of the financial statement date, the District realized 39.4% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 17.1% of the budgeted expenditures. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

- Treasurer's Report
- Monthly Financial Report (*unaudited*)

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 FEBRUARY 28, 2022

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING FEBRUARY 28, 2022

PERIOD ENDING	2/28/2022	RATE	1/31/2022	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$172,267.45	0.278%	\$172,267.45	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	729,121.89		788,181.83	(59,059.94)
OVCB BUSINESS PLUS SAVINGS	3,872,711.49	0.500%	5,816,605.35	(1,943,893.86)
UNION BANK OF CALIFORNIA	67,680,072.49	0.740%	67,630,121.16	49,951.33
<i>TOTAL TREASURY FUNDS</i>	<u>72,454,173.32</u>		<u>74,407,175.79</u>	<u>(1,953,002.47)</u>
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,583,553.52		1,580,587.54	2,965.98
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,583,553.52</u>		<u>1,580,587.54</u>	<u>2,965.98</u>
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$74,037,726.84</u>		<u>\$75,987,763.33</u>	<u>(\$1,950,036.49)</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING FEBRUARY 28, 2022

DISTRICT CASH AND CASH EQUIVALENTS		2/28/2022	2/28/2021	NET CHANGE
Beginning Balance: 2/1/2022		\$74,407,175.79		
Receipts / Earnings / Transfers		203,653.52		
Expenditures / Transfers		(2,156,655.99)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	2/28/2022	\$72,454,173.32	\$75,444,754.65	(\$2,990,581.33)

GENERAL FUND

Beginning Balance: 2/1/2022 \$22,553,084.47

RECEIPTS / EARNINGS

Net Investment Income 50,744.56

Collection Receipts 152,908.96

Total Receipts: 203,653.52

EXPENDITURES

Accounts Payable 1,776,792.80

Payroll 379,863.19

Total Expenditures: (2,156,655.99)

BALANCE ON HAND: 2/28/2022	\$20,600,082.00	\$14,078,405.61	\$6,521,676.39
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DESIGNATED FUNDS:

MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE

Beginning Balance: 2/1/2022 \$0.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND: 2/28/2022	\$0.00	\$1,383,417.89	(\$1,383,417.89)
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JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 2/1/2022 12,529,880.53

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	\$12,529,880.53	\$13,000,000.00	(\$470,119.47)
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CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 2/1/2022 \$5,911,438.88

Transfer from General Fund 0.00

Transfer to General Fund 0.00

BALANCE ON HAND: 2/28/2022	\$5,911,438.88	\$10,964,670.72	(\$5,053,231.84)
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DEBT SERVICE RESERVE - maximum \$21,145,000

Beginning Balance: 2/1/2022 16,000,000.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	\$16,000,000.00	\$16,000,000.00	\$0.00
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OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING FEBRUARY 28, 2022

DISTRICT CASH AND CASH EQUIVALENTS	2/28/2022	2/28/2021	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 2/1/2022	4,783,896.01		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$4,783,896.01	\$5,507,244.15	(\$723,348.14)

MUNICIPAL CONSERVATION PROJECT RESERVE

Beginning Balance: 2/1/2022	198,873.49		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$198,873.49	\$200,000.00	(\$1,126.51)

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 2/1/2022	\$7,007,937.96		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$7,007,937.96	\$8,238,000.00	(\$1,230,062.04)

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 2/1/2022	\$1,085,724.05		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 2/28/2022	\$1,085,724.05	\$1,004,134.14	\$81,589.91

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 2/1/2022	\$187,137.19		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 2/28/2022	\$187,137.19	\$1,100,000.00	(\$912,862.81)

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 2/1/2022	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 2/28/2022	\$3,075,000.00	\$3,075,000.00	\$0.00

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 2/1/2022	\$1,074,203.21		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 2/28/2022	\$1,074,203.21	\$893,882.14	\$180,321.07

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING FEBRUARY 28, 2022

DISTRICT CASH AND CASH EQUIVALENTS	2/28/2022	2/28/2021	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 2/1/2022	\$1,580,587.54		
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Receipts	14,093.64		
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Expenditures	(11,127.66)		
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BALANCE ON HAND:	2/28/2022	\$1,583,553.52	\$1,502,401.92	\$81,151.60
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FILED: March 24, 2022

STATE OF CALIFORNIA / COUNTY OF STANISLAUS

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

February 28, 2022

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT



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Oakdale Irrigation District
Statement of Net Position
For the Two Months ending February 28, 2022 and 2021



	2022	2021	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 4,774,851	\$ 5,602,305	\$ (827,454)
Restricted Cash and cash equivalents	1,583,554	1,502,402	81,152
Investments	67,680,072	69,843,200	(2,163,127)
Receivables			
Accrued Interest	127,726	180,610	(52,883)
Annexation fees	921,722	900,540	21,182
Agricultural water fees	543,154	528,409	14,745
Property Taxes Receivable	-	-	-
Due from other governmental agencies	1,965	2,248	(283)
Miscellaneous	50,228	1,929	48,299
Domestic water fees	(234)	789	(1,022)
Inventory of materials and supplies	573,704	648,006	(74,302)
Prepaid expenses	6,495	6,228	267
Due from Improvement Districts	8,149	8,893	(744)
Total current assets	76,271,387	79,225,560	(2,954,172)
Noncurrent assets:			
Accounts receivable - delinquencies	8,002	12,466	(4,464)
Due from other governmental agencies	297,277	297,277	-
Annexation fees receivable	11,665,972	12,668,534	(1,002,563)
Investments in Tri-Dam Project	42,526,117	42,526,117	-
Capital assets:			
Not being depreciated	11,085,916	6,795,656	4,290,260
Being depreciated, net	101,748,290	103,398,229	(1,649,939)
Total noncurrent assets	167,331,573	165,698,279	1,633,295
Total assets	243,602,960	244,923,838	(1,320,877)
Deferred outflows of resources			
Pensions	760,863	799,404	(38,541)
Bonds	2,784,350	2,948,136	(163,785)
Total deferred outflows of resources	3,545,213	3,747,540	(202,326)
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	247,148,174	248,671,378	(1,523,203)
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	351,511	302,787	48,724
Accrued salaries, wages and related benefits	993,466	1,108,144	(114,678)
Unearned revenue	296,689	359,263	(62,574)
Deposits payable	38,095	95,188	(57,094)
Due to Improvement Districts	6,292	9,806	(3,514)
Claims payable	50,000	25,001	24,999
Interest expense payable	-	-	-
Long-term liabilities, due within one-year	889,854	873,337	16,517
Total current liabilities	2,624,335	2,773,527	(149,192)
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	24,208,817	25,316,626	(1,107,809)
Pensions	2,320,868	5,090,115	(2,769,247)
Total noncurrent liabilities	26,529,685	30,406,741	(3,877,056)
TOTAL LIABILITIES	29,154,020	33,180,269	(4,026,249)
DEFERRED INFLOWS OF RESOURCES			
Pensions	2,025,996	36,305	1,989,691
Total deferred inflows of resources	2,025,996	36,305	1,989,691
Net Position			
Net investment in capital assets	89,208,529	85,216,485	3,992,044
Restricted	1,583,554	1,502,402	81,152
Unrestricted	125,176,075	128,735,916	(3,559,841)
TOTAL NET POSITION	\$ 215,968,158	\$ 215,454,803	\$ 513,355

FOR INTERNAL REPORTING PURPOSES ONLY

Page 1

Oakdale Irrigation District
Statement of Revenues, Expenses, and Changes in net position
For the Two Months Ended February 28, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ 4,347	\$ 2,193,895	\$ 2,171,900	\$ (21,995)	-1%
Water sales	-	(3)	2,120,000	2,120,003	100%
Domestic water delivery fee	13,907	24,801	235,000	210,199	89%
Improvement District Fees	-	-	47,450	47,450.00	100%
Other water related revenues	15,956	32,916	65,000	32,084	49%
Total operating revenues	34,210	2,251,609	4,639,350	2,387,741	51%
Operating expenses:					
Operation and maintenance	382,884	787,929	6,304,470	5,516,541	88%
Water operations	168,452	356,664	3,919,640	3,562,976	91%
General and administrative	250,249	760,254	3,620,875	2,860,621	79%
Depreciation / amortization	275,000	550,000	3,490,000	2,940,000	84%
Total operating expenses	1,076,585	2,454,847	17,334,985	14,880,138	86%
Operating Income (loss)	(1,042,375)	(203,238)	(12,695,635)	(12,492,397)	98%
Nonoperating revenues (expenses):					
County property tax appropriations	1,127	161,084	3,900,000	3,738,916	96%
Net Investment income (loss)	9,437	331,938	725,000	393,062	54%
Gain (loss) sale of assets	2,359	2,359	-	(2,359)	0%
Debt service interest	-	-	(1,036,000)	(1,036,000)	100%
Tri-Dam Project distributions	-	4,000,000	7,000,000	3,000,000.00	43%
Tri-Dam Power Authority distributions	-	400,000	2,100,000	1,700,000.00	81%
Other non-operating revenue	1,000	2,000	12,000	10,000	83%
Total non-operating rev. (exp.)	13,923	4,897,381	12,701,000	7,803,619	61%
	(1,028,452)	4,694,143	5,365	(4,688,778)	-87396%
Capital contributions	-	-	-	-	0%
Change in net position	\$ (1,028,452)	\$ 4,694,143	\$ 5,365	\$ (4,688,778)	-87396%
Capital expenditures & debt obligations	\$ 623,324	\$ 1,868,856	\$ 8,225,100	\$ 6,356,244	77%

Oakdale Irrigation District
Revenues
For the Two Months Ended February 28, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating revenues					
Agricultural water service fees					
Tier 1	\$ 4,347	\$ 1,943,002	\$ 1,921,000	\$ (22,002)	-1%
Tier 2	-	250,893	250,900	7	0%
Water sales					
Tier 1	-	(3)	705,000	705,003	100%
Tier 2	-	-	815,000	815,000	100%
Local out-of-district	-	-	600,000	600,000	100%
Out-of-district	-	-	-	-	0%
Domestic water sales	13,907	24,801	235,000	210,199	89%
Improvement District Admin Fees	-	-	47,450	47,450	100%
Miscellaneous revenues					
Service Charges & Penalties	15,956	32,916	65,000	32,084	49%
Total Operating Revenue	<u>34,210</u>	<u>2,251,609</u>	<u>4,639,350</u>	<u>2,387,741</u>	<u>51%</u>
Non-operating revenues					
County property tax appropriations	1,127	161,084	3,900,000	3,738,916	96%
District Rental Properties	1,000	2,000	12,000	10,000	83%
Domestic Annexation Revenue	-	-	-	-	0%
Investment earnings					
Investment earnings (Loss)	10,127	416,882	325,000	(91,882)	-28%
Other Interest income	-	-	400,000	400,000	100%
Gain (loss) sale of assets	2,359	2,359	-	(2,359)	0%
Change in investment Tri-Dam Project	-	4,000,000	7,000,000	3,000,000	43%
Change in investment Tri-Dam Authority	-	400,000	2,100,000	1,700,000	81%
Total Nonoperating Revenues	<u>14,613</u>	<u>4,982,325</u>	<u>13,737,000</u>	<u>8,754,675</u>	<u>64%</u>
Capital Contributions	-	-	-	-	0%
Total Revenues	<u>\$ 48,823</u>	<u>\$ 7,233,934</u>	<u>\$ 18,376,350</u>	<u>\$ 11,142,416</u>	<u>61%</u>

Oakdale Irrigation District
Operating Expenses Summary
For the Two Months Ended February 28, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating expenses					
Maintenance					
SSJID Main Supply Diversion Works	\$ -	\$ -	\$ 30,000	\$ 30,000	100%
North Main Canal Maintenance	33,186	123,065	357,410	234,345	66%
South Main Canal Maintenance	11,886	35,206	413,210	378,004	91%
Irrigation Water Lateral Maint-North Side	118,523	210,326	2,153,360	1,943,034	90%
Irrigation Water Lateral Maint - South Side	95,499	201,131	1,529,990	1,328,859	87%
Pumping Plant Operations and Maintenance	31,233	43,019	472,550	429,531	91%
Drainage System Maintenance	33,697	48,363	359,260	310,897	87%
Building and Grounds Maintenance	26,769	52,006	321,670	269,664	84%
Vehicle and Equipment Maintenance	32,091	74,814	667,020	592,206	89%
Total Maintenance	382,884	787,929	6,304,470	5,516,541	88%
Water Operations					
Domestic Water System Maintenance	27,509	47,677	433,450	385,773	89%
Irrigation Water Operations - North Division	68,634	154,905	1,728,260	1,573,355	91%
Irrigation Water Operations - South Division	68,029	144,897	1,713,370	1,568,473	92%
Drainage Water Operations	2,146	4,793	19,600	14,807	76%
Water Measurement Management	2,135	4,392	24,960	20,568	82%
Total Water Operations	168,452	356,664	3,919,640	3,562,976	91%
General and Administrative					
General and Administrative	250,249	760,254	3,620,875	2,860,621	79%
Depreciation and Amortization	275,000	550,000	3,490,000	2,940,000	84%
Total General, Administrative and Depreciation	525,249	1,310,254	7,110,875	5,800,621	82%
Total Operating expenses	1,076,585	2,454,847	17,334,985	14,880,138	86%
Non-operating expenses					
Interest and investment expenses	689	84,944	1,036,000	951,056	92%
Total non-operating expenses	689	84,944	1,036,000	951,056	92%
Total Expenses	\$ 1,077,275	\$ 2,539,790	\$ 18,370,985	\$ 15,831,195	86%

Oakdale Irrigation District
Capital and Debt Expenditures
For the Two Months Ended February 28, 2022



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2022 YTD ACTUAL	2022 AMENDED BUDGET
00-000-15200-00	Capital Work	Capital construction projects (Water Resources Plan)		
		Canal and Lateral Rehabilitation	\$ 130,052	\$ 409,000
		Domestic Water Projects	-	125,000
		Flow Control and Measurement Structures	64,600	936,000
		Irrigation Service Turnout Replacement	64,532	929,000
		Main Canals and Tunnels Improvement Projects	8,728	113,800
		Outflow Management Projects	-	-
		Pipeline Replacement	528,237	996,000
		Reclamation Projects	29,495	-
		Subtotal for Water Resources Plan Improvements	825,642	3,508,800
		Tunnel 8 Rehabilitation Project	937,688	1,500,000
		Ag Pump Replacements	69,811	82,500
		Asset Management Program Implementation	400	-
		Operating Headquarters Design	35,315	500,000
		Canyon Tunnel-Joint with SSJID (900k x 28%)	-	325,000
		Joint Main Canal Stabilization project (800k x 28%)	-	350,000
		South Main Canal - Tunnel 9 downstream design	-	60,000
		North Main Canal Seepage Mitigation Project-90% Design	-	64,800
			1,868,856	6,391,100
00-000-15183-00	Miscellaneous Construction Equipment			
		12" Chipper	-	100,000
		Priority Valves for Masticators (Power Diverter)	-	50,000
			-	150,000
00-000-15184-00	Autos/Pickups/Trucks/ Trailers			
		1/2 Ton Pickup 2WD (DSO)		35,000
		1/2 Ton Pickup 4WD (DSO)		40,000
		3/4 Ton Pickup 4WD (C&M) - 2		100,000
		Dump truck, 3-axle (diesel) 2021 Truck #21 CF from 2021		200,000
		Water Truck 3 axle 2021 replace #26	-	250,000
00-000-15185-00	Shop/Whse/Yard		-	625,000
		Fuel Island Upgrade	-	45,000
			-	45,000
00-000-15187-00	Office and Engineering Equipment			
		Computer upgrades and replacements		15,000
		Computer Server Storage expansion		9,000
		Engineering GPS Unit (Purchase or Lease)		45,000
		Ransomware Recovery Hardware		65,000
			-	134,000
		TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES	1,868,856	7,345,100
00-000-22320-00	Current portion - COP Debt			880,000
		TOTAL CAPITAL AND DEBT EXPENDITURES	\$ 1,868,856	\$ 8,225,100

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FOR INTERNAL REPORTING PURPOSES ONLY

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 6
APN: N/A

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT 2022-PSA-003 WITH PARIS KINCAID & WASIEWSKI, LLP AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Authorize General Manager to Execute Professional Services Agreement 2022-PSA-003 with Paris Kincaid & Wasiewski, LLP

BACKGROUND AND/OR HISTORY:

OID has no in-house legal counsel. OID contracts with various law firms to get the best legal representation on specific areas of the law as and when needed.

In 2021 the O'Laughlin and Paris Law Firm, who had historically been OID's water counsel, changed their name to Paris Kincaid & Wasiewski, LLP. The founding member, Tim O'Laughlin, left the firm to establish a proprietary firm called Tim O'Laughlin, A Professional Law Corporation for which the OID Board approved a PSA for water counsel representation. OID had been using the services of Valerie Kincaid, a partner in the former O&P Law Firm, during this time for all groundwater, SGMA, GSA and GSP matters related to the Eastern San Joaquin Groundwater Authority and the Stanislaus Tuolumne Groundwater Basin Authority. OID would like to continue those services with Ms. Kincaid and to do so will require a contract with Paris Kincaid & Wasiewski, LLP.

Staff recommends contracting with Paris Kincaid & Wasiewski, LLP for SGMA related legal services to provide continuity for the Board and staff and is recommending that the Board authorize the General Manager to execute a Professional Services Agreement for that purpose.

FISCAL IMPACT: Services are provided as needed and provided for in the current year's Budget.

ATTACHMENTS:

- Professional Services Agreement 2022-PSA-003
-

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
PARIS KINCAID & WASIEWSKI, LLP
for
LEGAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of April 5, 2022 (the "Effective Date") by and between **Oakdale Irrigation District**, an irrigation district organized pursuant to Division 11 of the California Water Code ("Client") and **Paris Kincaid & Wasiewski, LLP**, an LLP 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:

Coverage

Minimum Amounts and Limits

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 the Client from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work 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 Tributaries Authority, South San Joaquin 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**Paris Kincaid & Wasiewski, LLP**

By: _____	By: _____
Name: <u>Steve Knell</u>	Name: <u>Valerie Kincaid</u>
Title: <u>General Manager</u>	Title: _____
Date: _____	Date: _____

EXHIBIT A

SCOPE OF REPRESENTATION

Client retains Consultant to act as its special counsel on the following issues:

- A. Issues related to the Sustainable Groundwater Management Act (SGM).
- B. Issues related to development, management, organization of the Groundwater Sustainability Agency (GSA).
- C. Issues related to implementation, enforcement and administration of the Groundwater Sustainability Plan (GSP).

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 rights to groundwater and management thereof by Client's participation in the GSA and implementation of the GSP.
- (2) Where requested by Client, Consultant shall attend and participate in meetings, telephone conference calls and/or other forums on behalf of Client on the above related matters.
- (3) Consultant shall, as necessary, assist Client's management and staff in the implementation and enforcement of policies and decisions acting as a GSA member and in its implementation and enforcement of the GSP.

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 groundwater rights, management, use of water or other water related issues as described above, 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.

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:

Partner	\$400.00
Non-Partner	\$300.00

- (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) For all services performed by paralegals for the Client, the Client shall pay for such services at a rate of \$50 per hour. Client shall not be responsible for such charges unless it has agreed to pay them in advance.
- (4) 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, including multi-party long-distance conference calls, photocopying (\$0.25 per page), facsimiles (\$1.00 per page), overnight or expedited delivery fees, court fees, process servers' fees, and court reporter's fees.

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.

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 7
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON CONTINUATION OF THE REORGANIZED BOARD AGENDA AND FOLLOW BEST GOVERNANCE PRACTICES

RECOMMENDED ACTION: Staff recommends that the agenda continue to be reorganized and that all Directors follow best governance practices.

BACKGROUND AND/OR HISTORY:

On October 5, 2021 the Board approved a 6-month trial of a reorganized agenda. The Board requested that after the 6 months, staff bring the item back to the Board for review and approval. The reorganized agenda has been effective for the past 5 months and no issues have been brought forward. Therefore, staff is recommending the continuance of the current reorganized agenda.

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:



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF APRIL 5, 2022

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 8
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION APPROVING THE 2022 AGREEMENT ESTABLISHING TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE OAKDALE IRRIGATION DISTRICT BOUNDARIES AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENTS

RECOMMENDED ACTION: Adopt Resolution and the 2022 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries and Authorize the General Manager to Execute the Agreements

BACKGROUND AND/OR HISTORY:

Last water season (2020/2021) OID diverted just shy of 250,000 acre feet (AF) with approximately 5,000 AF going to local out-of-District lands, thus making OID's in-District diversions 245,000 AF. With another early start to the season staff is anticipating 2021/2022 in-District diversions to be similar to last water season resulting in any water above an allocation of 245,000 AF being surplus to the needs of the District. At this time, it is projected OID will receive more than a 245,000 AF allocation, so staff has prepared the Draft Agreement Establishing Terms and Conditions for Irrigation of Lands Outside OID Boundaries (Draft Agreement) for Board consideration.

Within the Draft Agreement terms, a volumetric 2022 water rate (Water Charge) of \$125 per acre-foot is recommended by Staff for Board consideration. Out-of-District lands will only be provided surface water from OID's pre-1914 water right. OID anticipates having pre-1914 water available through June for out-of-District use. However, availability will vary from year-to-year with in-District demand and hydrology. If conditions allow and in accordance with the Draft Agreement terms, OID may continue to provide the opportunity for applicants to receive additional surplus water.

Once the Draft Agreement has been approved, staff will execute agreements with out-of-District landowners.

FISCAL IMPACT: Potential revenue of \$625,000 (5,000 AF x \$125/AF)

ATTACHMENTS:

- 2022 Draft Agreement Establishing Terms and Conditions for Irrigation of Lands Outside OID Boundaries
 - Resolution 2022-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:



AGREEMENT ESTABLISHING TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE OAKDALE IRRIGATION DISTRICT BOUNDARIES

This Agreement made and entered into as of this ____ day of _____, 2022, by and between _____ (hereinafter referred to as "Applicant(s)"), and Oakdale Irrigation District ("District") using "surplus water" in 2022, an irrigation district organized and existing under and by virtue of Division Eleven of the Water Code of the State of California (hereinafter referred to as District).

The Applicant(s) has requested that "surplus water" be made available for irrigation to APN _____, located at _____, _____, CA for the 2022 irrigation season. The Applicant's projected out-of-District water demand between the date of this Agreement and June 30, 2022 is _____ AF.

Terms and Conditions

1. Eligible Lands:

- a) Water for irrigation of lands outside the District's boundaries will only be made available to lands that are already irrigated and developed and can receive OID water from existing permanent or proposed temporary delivery facilities.
 - i. The area within the real property proposed for water service must be cultivated with crops and under irrigation as of August 31, 2018 with access to a water source other than OID surplus water sufficient to irrigate the irrigated acreage.
 - ii. All water delivery turn-out locations are anticipated to have an accurate measurable metering device to record water flow and or volume. If there is no such device, at the determination of the Water Operations Manager, water usage will be determined using Evapotranspiration (ET) data and applying a 70% irrigation application efficiency to all deliveries of water.
 - iii. Installation of new "temporary" private turn-out and irrigation facilities located within District's rights-of-way or on private property for the purpose of the diversion of surplus water shall be so installed with the prior approval of OID's Water Operations Manager. Such installations shall not impede the District's on-going operations and maintenance programs.
 - iv. Any unauthorized private facilities or private facilities found to impede OID's operations and maintenance will be removed by the Applicant(s) or by the District at the Applicant's expense. The

Applicant shall be responsible for any damage to OID facilities caused by the Applicant(s) or the Applicant(s) operations.

- b) Water for irrigation of lands outside the District's boundaries will only be made available to individual parcels that are 10 acres or larger in size, or a group of parcels under the same ownership that receive water through a single point of delivery and have a total combined parcel acreage of 10 acres or larger in size. The only exceptions to this requirement are APNs: 010-027-005 & 010-027-007 (Orange Blossom Park) and fringe parcels in accordance with the Fringe Parcels Water Allocation Policy adopted by Resolution No. 2017-07 on January 18, 2017.
2. Applicant(s) are the owner of the real property described above.
 3. The above described property is within the District's sphere of influence. Upon request, those with lands partially or completely outside the OID Sphere of Influence must provide proof to OID that another district/agency's services will not be impacted.
 4. This Agreement is subject to delivery of "surplus water" for the 2022 irrigation season only. The District is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside the District's boundaries.
 5. The District's projected 2022 allocation is anticipated to be sufficient to meet the in-District irrigation demand, and any allocation above 245,000 AF will be considered surplus during the 2022 irrigation season.
 6. The above described property shall demonstrate that an on-farm irrigation efficiency of seventy (70) percent or greater will be achieved. The ability to achieve this efficiency will be evaluated by the District's Water Operations Department. However, the burden is on the Applicant(s) to prove that a seventy (70) percent, or better, on-farm irrigation efficiency will be maintained.
 7. Upon request, the Applicant(s) shall provide a plan to ensure that no agricultural tail water will leave the property. This plan will be evaluated by the District's Water Operations Department and requires the approval by the District's General Manager.
 8. The use of "surplus water" shall be for agricultural purposes only and the Applicant(s) shall demonstrate that the water received is put to reasonable and beneficial uses at all times. Non-beneficial uses include water for lawns, pasture without livestock benefit, recreational ponds, and other practices as determined by the Water Operations Department. Water shall not be used directly or indirectly for any domestic, commercial or industrial purposes.
 9. Should the Applicant(s) wish to be billed by volume (per acre-foot), a measuring device approved by the OID Water Operations Manager and accessible to OID employees must be installed for the receipt of water.

- a) Applicants without a measurable delivery will be subject to the measurement options provided and made available by the OID's Water Operations Manager on a case-by-case basis for billing purposes.
10. All private facilities intended to be located within District's rights of way beyond the term of this agreement shall be so installed under a District Encroachment Permit.
11. Applicant(s) agree to comply with the District's Rules and Regulations for the Distribution of Water in the Oakdale Irrigation District. Non-compliance with any policy or rules of the District will result in immediate cessation of water delivery by the District.
12. Upon request, Applicant(s) must provide proof of membership in the appropriate Water Quality Coalition.
13. Applicant(s) agree to provide direct vehicle ingress and egress to the District's agents during the term of this agreement, to ensure the terms and conditions of this agreement are being met.
- 14. The District is under no obligation, either now or in the future, to furnish, construct or maintain any diversion or service structures or facilities on behalf of the above described property.**
- 15. The District is under no future obligation beyond the term of this agreement to deliver water to any diversion or service structures or facilities on behalf of the above described property.**
16. Out-of-District lands will only be provided surface water from OID's pre-1914 water right. Based on unimpaired flow and OID water use in average years, OID anticipates having pre-1914 water available through June for out-of-District use. However, availability will vary from year to year with in-District demand and hydrology. The District will make up to a cumulative total of 5,000 AF of out-of-District water available during the 2022 irrigation season for as long as "surplus" pre-1914 water is available.
17. The Applicant(s), in its application, has made a request for water delivery and the District has agreed to make the requested water available subject to the following conditions:
- (a) The District will strive to meet the Applicant's projected water demand. However, the District does not guarantee delivery nor availability of out-of-District water.
 - (b) Water purchased/delivered may not be re-sold.
 - (c) Water purchased/delivered may not be used to expand irrigated acreage.
 - (d) If there is CEQA challenge to the delivery of out-of-District water deliveries for 2022, or any other legal, administrative or regulatory action against the out-of-District delivery, then the District will immediately cease 2022 out-of-

District water deliveries.

18. To avoid any delinquencies, payment for all out-of-District water deliveries is due within 30 days of the date of each invoice. All OLD water deliveries to the parcel(s) (out-of-District and in-district, if applicable) will be held until payment is received in full on any delinquencies.
19. Upon termination of this agreement, the Applicant(s) agrees to pay all costs incurred with retiring those facilities that are no longer needed for water deliveries as determined by the District.
20. Applicant(s) hereby acknowledges that the District sells water as a commodity only and not as a guaranteed service, and therefore agrees to hold the District, its officers, agents, and employees free and harmless from any liability or damage, including loss of profit or prospective business advantage, which may occur, arise or result from defective water quality, water shortage, fluctuation in flow or interruptions in service.
21. This Agreement shall terminate at the conclusion of the 2022 irrigation season; notwithstanding any violations of this Agreement as described above.

Water Charge for Surplus Water in 2022

The Charge for the receipt of “surplus water” shall include:

1. A \$100 annual filing fee for the processing of the application.
2. \$125 an acre foot multiplied by the acre feet of water delivered in each billing period.

OAKDALE IRRIGATION DISTRICT

Steve Knell, P.E.
General Manager/Secretary

Date

OWNER(S)

Owner

Date

Address:

Telephone:

DISTRICT USE ONLY

- Prepare deposit allocation sheet for multiple parcel agreements to attach to payment.
- If parcel(s) are not in Storm, then setup in Storm.
- Add out-of-District billing code to Storm parcel(s).
- Scan and email agreement to the Water Operations Manager.

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2022-NIL**

**APPROVING THE 2022 AGREEMENT ESTABLISHING TERMS AND
CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE
OF OAKDALE IRRIGATION DISTRICT BOUNDARIES AND AUTHORIZE
THE GENERAL MANAGER TO EXECUTE THE AGREEMENTS**

WHEREAS, a determination has been made on the availability of “surplus water” for surface irrigation use outside Oakdale Irrigation District’s service area for 2022; and

WHEREAS, the in-District water budget forecasts 245,000 AF of in-District water use in 2022 for the Board of Directors’ determination of the availability of “surplus water.”

WHEREAS, the Board of Directors of the Oakdale Irrigation District approved providing out-of-District water to local agricultural water users in 2022; and

NOW, THEREFORE, the Board of Directors of the Oakdale Irrigation District hereby approves the 2022 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District, sets the 2022 water rate for out-of-District lands at \$125.00/af, and authorizes the General Manager to execute the agreements.

Upon motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above titled resolution was unanimously adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this fifth day of April in the year 2022.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date:	April 5, 2022
Item Number:	9
APN:	N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE A RESOLUTION FINDING THE 2022 AGREEMENT ESTABLISHING TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE THE OAKDALE IRRIGATION DISTRICT BOUNDARY CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The 2022 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the OID Boundary (Project) will deliver surplus water to lands outside the OID boundaries for irrigation of lands currently under irrigated agricultural production. OID will receive an allocation for the 2022 water year under OID's water rights that exceeds the anticipated irrigation demand of the in-District lands. This surplus is primarily due to conserved water generated from continued OID and on-farm efficiency improvements on irrigation facilities. These out-of-District (OOD) lands currently rely on groundwater for irrigation, and therefore any supplemental surface water delivered to those lands would provide a benefit to the aquifer.

Based on historical demand at the Board's discretion, OID anticipates providing up to 5,000 acre-feet of water to approximately 7,500 acres that are outside the OID service area but have access to OID conveyance facilities. No new permanent delivery points or irrigation facilities will be constructed as part of the Project. All of these OOD lands have existing infrastructure or will utilize temporary delivery points. OID will deliver water to the OOD lands within the capacity limits of the existing conveyance system. Therefore, no construction is necessary as a result of the Project.

This Project is categorically exempt from CEQA pursuant to California Code of Regulations Title 14, Division 6, Chapter 3 (CEQA Guidelines) Section 15301, Existing Facilities. The Project utilizes existing public facilities for the delivery of irrigation water to lands under existing agricultural production. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301. Staff recommends approving the resolution as attached finding the above Project Categorically Exempt from CEQA. Staff will be available to answer any questions that the Board may have.

FISCAL IMPACT: \$57 Stanislaus County Clerk filing fee

ATTACHMENTS:

- Resolution
 - Notice of Exemption
-

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
RESOLUTION NO. 2022-NIL**

**FINDING THE 2022 AGREEMENT ESTABLISHING TERMS AND
CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE THE
OAKDALE IRRIGATION DISTRICT CATEGORICALLY EXEMPT FROM CEQA**

WHEREAS, The Oakdale Irrigation District (District) is a local public agency and political subdivision of the State of California acting as its own Lead Agency under the California Environmental Quality Act (CEQA), and

WHEREAS, the District has approved the 2022 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the OID Boundary (Project) located within northeastern Stanislaus County, and

WHEREAS, the Project proposes to deliver surplus surface irrigation water to lands under existing irrigated agricultural production for the benefit the supplemental surface water will have on the aquifer and the benefit of additional OID revenue, and

WHEREAS, the Board of Directors has determined that the proposed Project is Categorically Exempt from the requirements of CEQA pursuant to Section 15301, Existing Facilities, of the CEQA Guidelines. The Project utilizes existing public facilities for the delivery of irrigation water to lands under existing agricultural production and there will be no change in operation or expansion of existing diversion and pumping facilities.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Oakdale Irrigation District hereby adopts the Resolution finding the 2022 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the OID Boundary Project Categorically Exempt from CEQA.

Upon motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration the above titled resolution was adopted this 5th day of April 2022.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Steve Knell, P.E., Secretary



SPACE ABOVE RESERVED FOR CLERK'S/OPR USE

From:

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Project Applicant and Lead Agency Contact Person:

Steve Knell, P.E., General Manager
Oakdale Irrigation District
Telephone (209) 847-0341
Email: sknell@oakdaleirrigation.com

To:

☒ County Clerk
County of Stanislaus
1021 "I" Street, Suite 101
Modesto, CA 95354-0847

California Environmental Quality Act (CEQA)

NOTICE OF EXEMPTION

Title: 2022 Agreement Establishing Terms and Conditions of Irrigation of Lands
Outside Oakdale Irrigation District Boundaries

Project Location: Northeastern Stanislaus County: Outside the Oakdale Irrigation Service Area, but
with Access to Oakdale Irrigation District Conveyance Facilities

Project Description:

The service area boundaries of the Oakdale Irrigation District (OID) were originally determined by the elevation of the OID canals and the elevation of the cropland, since irrigation methods at the time relied on gravity flow of water. As pumps and pressurized systems became more readily available and economical, the ability of landowners to plant crops outside the OID boundaries also increased. These out-of-District (OOD) lands rely on groundwater for irrigation. Some OOD landowners with access to OID conveyance facilities request surface water deliveries from OID. OID will receive an allocation for the 2022 water year under OID's water rights that exceeds the anticipated irrigation demand of the in-District lands. This surplus is primarily due to continued OID and on-farm efficiency improvements on irrigation facilities.

The exact location of the participating OOD lands is unknown at this time, since the application period will remain open through the irrigation season. It is anticipated that all participating lands will be located within or adjacent to the OID sphere of influence, within Stanislaus County. The Project duration is for the remaining 2022 irrigation season, being April 5 - October 31, 2022, and OOD lands would only be provided water under OID's pre-1914 water rights. Based on historical demand, OID anticipates providing up to 5,000 acre-feet of water to approximately 7,500 acres of existing irrigated agricultural

lands that are outside the OID service area, but have access to OID conveyance facilities. No new permanent delivery points or irrigation facilities will be constructed as part of the Project. All of these OOD lands have existing infrastructure or will utilize temporary delivery points. OID will deliver water to the OOD lands within the capacity limits of the existing conveyance system. Therefore, no construction is necessary as a result of the Project.

Project Purpose:

The purpose of the Project is to alleviate some of the existing stress on the groundwater aquifer by providing supplemental surface water for irrigation of crops. OID will also benefit by receiving additional revenue, as the OOD lands pay a higher volumetric water rate than in-District lands.

Project Proponents: Oakdale Irrigation District

Project Beneficiaries: OID and the OOD Landowners

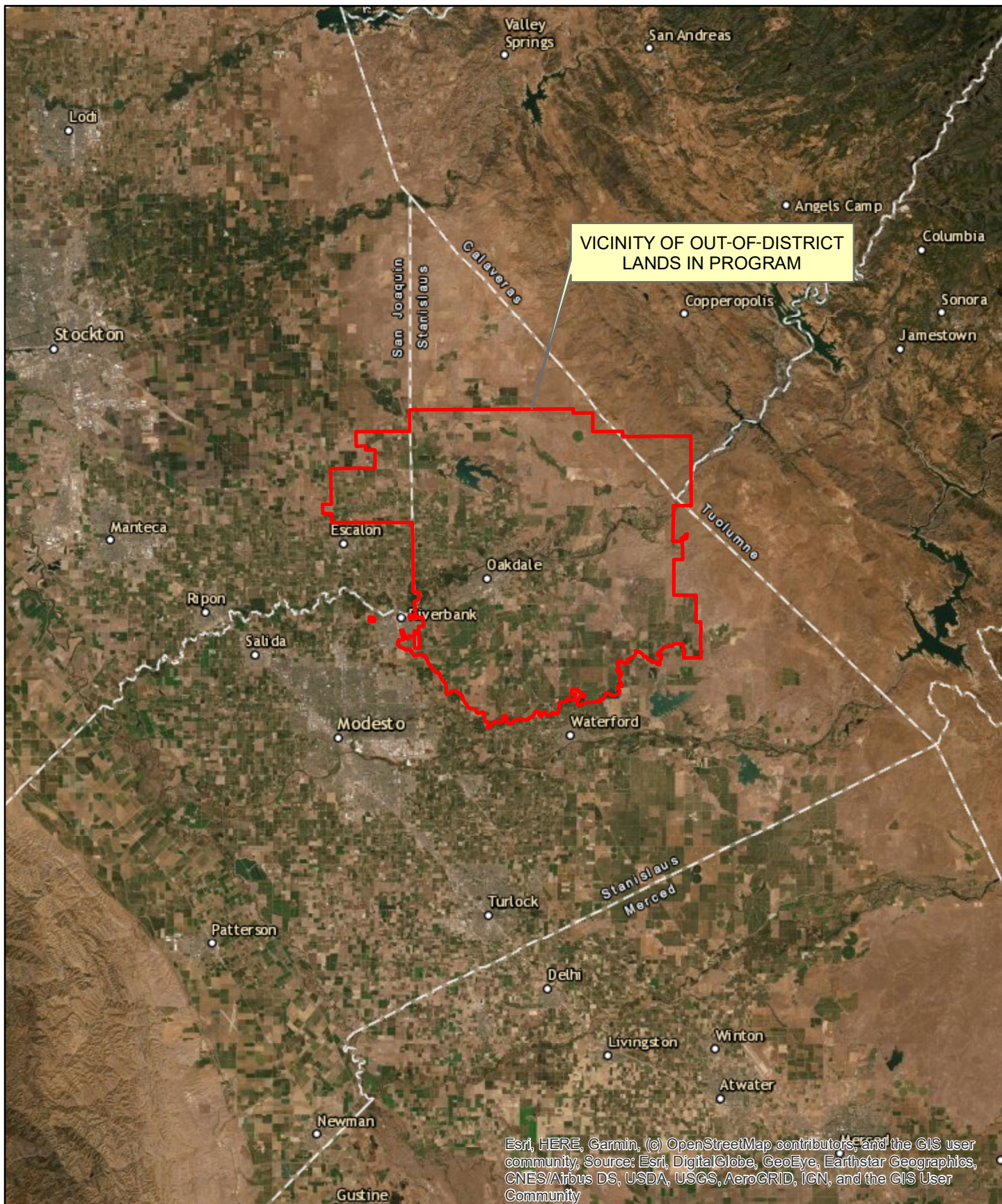
Name of Public Agency Approving Project: Oakdale Irrigation District

Exempt Status: ☒ Categorical Exemption (14 Cal. Code of Regulations, Sec. 15301 Class 1).

Reasons Why Project is Exempt: The Project utilizes existing public facilities for the delivery of irrigation water to lands under existing agricultural production. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.

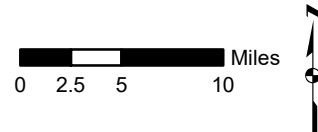
Dated: _____

Steve Knell, P.E., General Manager
OAKDALE IRRIGATION DISTRICT



DRAWN BY: ECS
 CHECKED BY: SRK
 DATE: 3/30/22
 SHEET: 1 OF 1

PROJECT SITE MAP **IRRIGATION OF LANDS OUTSIDE** **OID BOUNDARIES**



BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 10
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE A WATER TRANSFER AGREEMENT BY AND AMONG THE OAKDALE IRRIGATION DISTRICT, SOUTH SAN JOAQUIN IRRIGATION DISTRICT AND THE CHICKEN RANCH RANCHERIA OF THE ME-WUK INDIANS OF CALIFORNIA

RECOMMENDED ACTION: Approve the Transfer Agreement as contained in the Final Agreement

BACKGROUND AND/OR HISTORY: Last year at this time the Chicken Ranch Rancheria (Mi-Wuk) Indians received their go-ahead permits for the design of a pumping and water conveyance system from Tulloch Lake to its Casino site, near Jamestown. The estimated time for finalizing the CEQA document was about 3 years.

Since that time the Oakdale Irrigation District, South San Joaquin Irrigation District and the Mi-Wuk Indians have been negotiating the terms and conditions for a 25 year, 1,500 AF water sale. At full build-out of the system would deliver, 300 AF of M&I water and 1,200 AF of AG water. Pricing set at \$200 per AF with annual escalators over the term of the Agreement.

All costs and expenses for CEQA preparation and its certification will be paid for by the Me-Wuks. As too, the cost of construction and operations of the system. Water delivery anticipated to begin in 2024.

This document has been reviewed numerous times by each district to arrive at this final agreement.

FISCAL IMPACT: \$300,000 annually at build out, not inclusive of pricing escalators

ATTACHMENTS:

- Water Transfer Agreement

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:

**WATER TRANSFER AGREEMENT
BY AND BETWEEN THE OAKDALE IRRIGATION DISTRICT,
SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND THE
CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA**

This Water Transfer Agreement (“**Agreement**”) is entered into as of April 1, 2022 (“**Effective Date**”) between the OAKDALE IRRIGATION DISTRICT, the SOUTH SAN JOAQUIN IRRIGATION DISTRICT (together the “**Districts**”), and the CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA (“**Chicken Ranch**” or “**Purchaser**”). Districts and Chicken Ranch are collectively referred to hereafter as “Parties”, or individually as a “**Party**”.

1. RECITALS.

- A. The Districts are operating under and by virtue of Division 11 of the California Water Code and are the owners of certain water rights to the waters of the Stanislaus River.
- B. Chicken Ranch is a federally recognized tribe of Me-Wuk people in Tuolumne County, and desires to purchase water from the Districts for essential municipal and industrial (“**M&I**”) and irrigation uses.
- C. The purpose of this Agreement is to facilitate a long term transfer of water conserved or water otherwise developed by the Districts.
- D. The Districts are currently subject to changing land use patterns for both irrigable and non-irrigable lands, in that irrigated and non-irrigated agricultural lands are being converted to urbanized uses which is anticipated to result in a temporary decline in use of water for agricultural purposes and the long term demand growing within the area for use of water for urban purposes.
- E. Due to such changes and due to ongoing conservation practices and improvements in facilities by the Districts, the water to be transferred to the Purchaser under this Agreement, hereinafter referred to as the “**Agreement-Water**,” is surplus to the current needs of the landowners and water users of the Districts in accordance with California Water Code section 22259.
- F. Purchaser intends by this Agreement to (1) obtain additional surface water for their use; (2) cause a reduction in the extraction of groundwater; and (3) assist their landowners, water users, and water purveyors in obtaining a safe and reliable water supply; and (4) assist in compliance with the Sustainable Groundwater Management Act (“**SGMA**”).
- G. By providing Agreement-Water to the Purchaser pursuant to this Agreement, the Districts intend to (1) keep agriculture viable within its district and benefit its water users and landowners; (2) safeguard the Districts groundwater and provide for reasonable beneficial uses of available water supplies that may be temporarily available due to land use changes and increased conservation within their districts; (3) continue to maintain and secure these water supplies for the long term benefit of the Districts and the landowners served by it;

and (4) provide water determined to be not immediately required for agricultural or beneficial purposes within the Districts to be placed to reasonable beneficial use by the Purchaser; and (5) assist in compliance with SGMA.

NOW, THEREFORE, the Parties, on the terms and conditions herein set forth, agree as follows:

2. **DEFINITIONS.** The following definitions shall govern this Agreement:

A. **"Agreement-Water"** is that surface water under the District's pre-1914 and post-1914 water rights that are surplus to the current needs of the landowners and water users of the District's in accordance with California Water Code Section 22259, which is to be transferred to the Purchaser by this Agreement.

B. **"Delivery"** means that the Agreement-Water is made available to Purchaser at the Purchaser's Pipeline Intake to be constructed at a location in Tuolumne County to be determined ("**Delivery Point**"), whether or not Purchaser can make use of such water. This definition is intended to include the grammatical variations of the term "delivery" including "deliver" and "delivered", where such term references water.

3. **TERM.** The term of this Agreement ("**Term**") shall be twenty-five (25) years from the date on which water is first delivered to Purchaser under this Agreement, with an option to renew for an additional fifteen (15) years.

4. **AGREEMENT TO TRANSFER.** The Districts will annually sell and deliver Agreement-Water for reasonable and beneficial uses in the quantities described and subject to the terms and conditions of this Agreement. Agreement-Water will be used on tribal land or lands used in conjunction with operation of tribal lands.

5. **QUANTITY.** The Districts agree to sell and deliver to Purchaser One Thousand Five Hundred (1,500) acre-feet of water, per calendar year, measured from January 1 to December 31 pursuant to the following build-up schedule ("**Build-Up Schedule**"). Purchaser may increase amounts used in any year but shall not exceed 1,500 acre feet in a year, and that amount shall represent the minimum amount to be taken in future years under this Agreement.

	YEAR	M&I	AG	TOTAL
1	2024	75	0	75
2	2025	190	0	190
3	2026	200	300	500
4	2027	210	300	510
5	2028	220	300	520
6	2029	230	300	530
7	2030	240	300	540
8	2031	250	600	850
9	2032	260	600	860

10	2033	270	600	870
11	2034	280	600	880
12	2035	290	600	890
13	2036	300	900	1,200
14	2037	300	900	1,200
15	2038	300	900	1,200
16	2039	300	900	1,200
17	2040	300	900	1,200
18	2041	300	1,200	1,500
19	2042	300	1,200	1,500
20	2043	300	1,200	1,500
21	2044	300	1,200	1,500
22	2045	300	1,200	1,500
23	2046	300	1,200	1,500
24	2047	300	1,200	1,500
25	2048	300	1,200	1,500

6. **PURCHASE PRICE.** The purchase price for the Agreement-Water shall be Two Hundred Dollars (\$200.00) (“**Purchase Price**”) per acre-foot.

7. **PAYMENTS.** Purchaser shall pay Districts for the total amount of water listed in the Build-Up Schedule each year, regardless of use, no later than January 15 of each year. Purchaser shall pay Districts interest at the annual interest rate of ten percent (10%) on any charges that remain unpaid thirty (30) days beyond the due date. All payments to be made by Purchaser pursuant to this Agreement will be made one-half (1/2) to SSJID and one-half (1/2) to OID. The respective payments will be made to the address provided in Section 23. If Purchaser takes more water than is set forth in the build out schedule, in a year, then the Purchaser shall be invoiced for such amount taken over the build out schedule. Invoice is due and payable with 60 days.

8. **ANNUAL ADJUSTMENT TO PURCHASE PRICE:** The Purchase Price shall be adjusted based on changes to the Consumer Price Index (All Items) for all Urban Consumers for All U.S. Items published by the United States Department of Labor, Bureau of Labor Statistics, (the "**Index**") for the twelve (12) month period concluding with the August Index of each preceding year. Effective, October 1, of each year, following the initial delivery of water, the base purchase price will be modified, whether an increase or decrease in price, based on the same percentage that the Index as published in August of such year has changed, whether higher or lower, as compared to the Index published in August of the preceding year, provided, however, that the increase shall not exceed five percent (5%) in any year. If the Index is discontinued or revised, the index designated as the successor or substitute to the Index by the government of the United States Bureau of Labor Statistics shall be substituted.

9. **WATER QUALITY.** The Districts make no warranty or representation as to the quality or fitness for use of Agreement-Water sold and delivered to Purchaser. Purchaser shall be responsible for all necessary measures at its own expense for the testing, treatment, and other steps required for the intended uses of the Agreement-Water by the Purchaser.

10. **WATER MEASUREMENT.** The Agreement-Water will be measured by Purchaser at Purchaser's Delivery Point with equipment satisfactory to the Districts, which shall be installed, operated and maintained in good repair at the expense of Purchaser. All determinations relative to the measurement of Agreement-Water shall be made by the Districts, and upon request of Purchaser, the accuracy of such measurements will be investigated by the Districts.

11. **LIMITING CONDITIONS.** The Districts' obligations hereunder will, at all times, be subject and subordinate to the following conditions: (1) the terms and conditions of their water rights; (2) the 1988 Agreement and Stipulation between the Districts and the United States Bureau of Reclamation ("USBR") as it now exists and as modified from time to time; (3) the Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time; (4) the terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing including, but not limited to, those held for Tulloch and Goodwin Dams; (5) the rights of landowners, within the boundaries of the Districts as of the initial delivery of Agreement-Water hereunder, to the beneficial use of their respective district's water; (6) the rights of the cities of Lathrop, Manteca, Escalon, and Tracy pursuant to each city's Water Supply Development Agreement with SSJID; and (7) applicable federal and state laws now in existence and as modified from time to time, affecting the Districts' rights or obligations. The conditions described in 1-6, inclusive, above, are collectively referred to as the "**Limiting Conditions**." In the event of any conflict between any of the Limiting Conditions and this Agreement, the Limiting Condition(s) shall control, and Districts shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for Purchaser, required to ensure compliance with any of the Limiting Conditions.

12. **AGREEMENT-WATER DELIVERY.** The Districts will deliver Agreement-Water to Purchaser and the Delivery Point in the amounts listed in Section 5 in each and every year of this Agreement until the 25 year period ends subject to the changes, limitations, and other provisions in this Agreement. Purchaser shall provide to Districts an accounting of all Agreement-Water pumped in the prior month no later than the 10th day of the following month.

13. **WATER SUPPLY REDUCTIONS.** Water supply to be delivered to Purchaser under this Agreement may be reduced by the Districts for any of the following reasons: the Limiting Conditions; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the District's reasonable control. The Districts shall make good faith efforts to oppose such reductions, but Purchaser agrees that the Districts shall not be liable for reductions of supply in this Agreement due to such causes. In the event of a reduction of supply caused by factors listed in this Section, Purchaser shall pay only for water actually made available at the Delivery Point.

14. **DIVERSION COSTS.** All permitting, construction, reconstruction, and maintenance costs for

facilities necessary or used to divert Agreement-Water from the Delivery Point and those which are necessary to accomplish the measurement of Agreement-Water shall be borne solely by Purchaser. Purchaser is also solely responsible for all costs associated with treatment, diversion headworks, pumping facilities, etc., to divert, convey, transport, treat, and deliver Agreement-Water.

15. **ENVIRONMENTAL REVIEW.** The Districts will be the lead agency for purposes of the California Environmental Quality Act (“CEQA”). Compliance with CEQA shall be a condition precedent to deliveries under this Agreement. In addition, the Parties agree to cooperate with each other and the USBR to prepare any documents required under the National Environmental Policy Act (“NEPA”), including, but not limited to, preparation of the joint CEQA/NEPA document. Costs and expenses of environmental review and approval will be paid by Purchaser.

16. **TERMINATION.**

A. Prior to water delivery under this Agreement, if regulatory approvals and final CEQA action are not satisfied by December 31, 2024, either Party may terminate this Agreement by written notice to the other Party;

B. Prior to water delivery under this Agreement, should the State Water Resources Control Board, USBR, the United States Corps of Engineers, or any other state or federal agency or any state or federal court, exercising jurisdiction over this Agreement and/or the operations of either Party or the District’s water rights, impose any requirements, limitations, operational restrictions, fees, charges, costs, water rights restrictions or operating criteria upon either Party in whole or in part as a result of the transfer of Agreement-Water under this Agreement, then either Party may determine that compliance with such regulatory action is not in its best interest and unilaterally terminate this Agreement upon written notice to the other Party.

C. Prior to water delivery under this Agreement, if, in either Party’s judgment, the costs of litigation, the restrictions imposed in the approvals of any regulatory agency, mitigation measures imposed by any agency pursuant to the CEQA, or any relief afforded to plaintiffs in an action brought in State or Federal Court involving this Agreement are too burdensome in relation to the benefits to be received under this Agreement, then either Party may terminate this Agreement upon written notice to the other Party.

D. Purchaser may terminate this Agreement at any time upon one (1) year’s prior written notice to both Districts.

E. Notice. Other than pursuant to Section 16.D, a Party to the Agreement shall give thirty (30) days’ advance written notice to all the other Parties prior to terminating their involvement in this Agreement pursuant to this Section. Prior to giving such notice, the Party electing to terminate pursuant to this provision shall have met and conferred with representatives of the other Parties to discuss the concerns. In the event of one Party’s termination under this Section, that Party shall thereafter be under no further obligation or responsibility hereunder and will release each other Party from further obligations under this Agreement, except for their respective shares of costs incurred prior to the effective date of termination.

17. **OPTION TO RENEW.** If this Agreement has not been terminated or previously cancelled, and if Purchaser has complied with and performed all obligations under this Agreement, and if Purchaser is not in default, then Purchaser shall have the option to renew this Agreement upon the same terms and conditions for an additional 15-year period, with the purchase price continuing to adjust from the preceding year as specified in Paragraph 8. The amount of water to be delivered in each of the additional 15 years shall be equivalent to that in Year 25 of the Build-Up Schedule. If Purchaser exercises the option to renew, it shall be responsible for paying for the total amount of water specified in Year 25 of the Build-Up Schedule for all 15 years, regardless of use. There shall be no cost to the Purchaser to exercise the option to renew. To exercise the option to renew, Purchaser must provide written notice to the Districts no less than one year prior to the end of Year 25 of the contract.

18. **REGULATORY AND LITIGATION COSTS.** The Districts will defend their own interests in any litigation or regulatory action challenging the validity or transferability of its water rights. Purchaser shall pay all costs of defending CEQA and NEPA litigation or regulatory action involving this Agreement. Any attorney fees and/or costs awarded in CEQA litigation to a person or entity not a party to this Agreement shall be paid by Purchaser.

19. **CONDITIONS TO DELIVERY OF WATER.** It is a condition to the Districts' obligation to deliver water to Purchaser and to the obligation of Purchaser to pay for Agreement-Water that the following conditions be met:

A. Environmental Compliance. Adoption of a certified environmental impact report pursuant to the requirements of the CEQA.

B. Change Petition. Districts agree that pre-1914 water will be provided under this Agreement whenever possible. Districts agree to promptly petition the State Water Resources Control Board ("**State Board**") for a change petition to deliver post-1914 stored water from Tulloch Reservoir to the diversion point in the months of November, December, January and February. Purchasers shall pay all costs and expenses incurred by the Districts in drafting, compiling, and filing the change petition, and receiving a decision thereon from the State Board.

C. Other Approvals. The Parties shall obtain such other state and/or federal regulatory approval for this transfer as are agreed upon by the Parties. Purchasers shall pay all costs and expenses for obtaining any required regulatory approvals.

D. Billing. Districts shall bill the Purchasers monthly for all costs and expenses incurred in 18 (B)(C). Payment is due in 60 days.

20. **COOPERATION.** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

21. **WARREN ACT.** Purchasers may seek a Warren Act Contract to allow storage of Agreement-Water. The Districts will not object if Purchaser requests the USBR to store Agreement-Water for use in subsequent years, provided that: (1) Purchaser uses its stored water first in any given year, (2) the Districts determine they will not be injured, and (3) Purchaser's stored water spills before any water stored by the Districts. Should Purchaser obtain a written agreement with the United States to store Agreement-Water, Purchaser and the Districts shall mutually agree to any amendments to this Agreement required to confirm the timing of delivery of such stored water. It is agreed that payment for stored water shall be made by Purchaser to the Districts at the time of storage, and that election to store water in any given year shall be made on or before May 1st of that year.

22. **WAIVER OF RIGHTS.** Any waiver, at any time, by any Party of its rights with Respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default, or matter.

22. **ASSIGNMENT.** This Agreement is entered into in reliance on water supplies available to the Districts and the need and credit of Purchaser, as well as the desire of the Parties to assist in alleviating Purchaser's water shortage problems; therefore, any attempted assignment of this Agreement in whole or in part without the prior written consent of each party is void.

23. **NOTICES.** Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or, if an email address is provided, sent by electronic transmission subject to confirmation of such transmission. Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) one (1) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses as such party may subsequently designate to the other parties by notice given hereunder:

OAKDALE IRRIGATION DISTRICT
General Manager / Secretary
1205 East "F" Street
Oakdale, CA 95361
Phone: 209.840.5508
Email: srknell@oakdaleirrigation.com

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
Post Office Box 747
Ripon, CA 95366
or
11011 E. Hwy 120, Manteca
Manteca, CA 95336
prietkerk@ssjid.com

CHICKEN RANCH RANCHERIA
Post Office Box 1159
9195 Tribal Way
Jamestown, CA 95327
Phone: 209.984.9066
Email: ssuess@crttribal.com

24. **APPROVALS.** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any Party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

25. **ARBITRATION.** In the event of a dispute between the Parties as to any right, alleged right, obligation or alleged obligation under this Agreement, the Parties shall make a good faith effort to resolve the dispute. In the event that a resolution of the dispute cannot be reached despite these efforts, any Party may declare an impasse and its intent to submit the matter to arbitration. Any such arbitration shall be held and conducted before one arbitrator who shall be selected by mutual agreement of the Parties. If agreement is not reached on the selection of an arbitrator within fifteen (15) days after a Party has notified the other Parties of its election to submit an issue to arbitration, then such arbitrator shall be appointed by the presiding judge of the superior court of Stanislaus County upon application of either Party hereto. The award or decision of the arbitrator shall be final and judgment may be entered thereon. The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including Section 1283.05, and successor statutes, permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated pursuant to this Section.

26. **MISCELLANEOUS**

A. Other Agreements. Nothing contained herein restricts the Districts from providing water services and sales to others as authorized by law which do not unreasonably interfere with the Districts' obligations hereunder.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

C. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this Agreement. The Parties hereby acknowledge and agree that electronic signatures, facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures), or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the

other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

D. General Interpretation. 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 hereto to express their mutual intent. This Agreement 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 will be applied against any person.

E. Performance on a Business Day. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. As used herein, “**Business Day**” means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

OAKDALE IRRIGATION DISTRICT

By: _____
Steve Knell, General Manager

Attest: _____
Secretary

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____
Peter Rietkerk, General Manager

Attest: _____
Secretary

CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS
OF CALIFORNIA

By: _____

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 11
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO DIRECT STAFF TO PREPARE A WHITE PAPER ON THE AREAS OF FUTURE COMMITMENTS OF OID WATER RESOURCES POST IMPLEMENTATION OF THE BAY-DELTA WATER QUALITY CONTROL PLAN

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY: The outlook for implementation of the State Water Resources Control Board's Bay-Delta Water Quality Control Plan (WQCP) is planned for some time in 2024. The WQCP commits 40% of the unimpaired river flow in the Stanislaus River from February through June to delta outflow. The WQCP will reduce OID's available water supply in some years and thereby limiting OID's ability to make water available outside its service area boundaries, and even challenging OID's ability in those same years to meet demands in OID's service area.

How much reduction and how often those years occur depends on the Federal actions taken at New Melones. OID and SSJID have modeled a number of possible scenarios but are waiting on the Federal actions to firm up which pathway OID will need to take.

This interim period affords OID the opportunity to strategize where it wishes to put its remaining water resources to work in order to maximize the benefits to its agricultural customers. To develop that strategy, staff is recommending the Board direct staff and water counsel to prepare a white paper on the subject.

Included with this Agenda Report is a recent letter requesting a meeting with OID to firm up planning level quantities of surface water identified in the recently submitted Groundwater Sustainability Plan for the Modesto Subbasin. To respond to the question posed will depend on the white paper analysis and the weighting of competing interests and issues yet to be identified.

FISCAL IMPACT: None

ATTACHMENTS:

- Letter from Non-District East interest group

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:

March 15, 2022

Received

MAR 17 2022

Oakdale ID

Board of Directors
Oakdale Irrigation District
1205 E F Street
Oakdale, CA 95361

Re: Modesto Subbasin – Sustainable Groundwater Management

Dear Directors:

As you know, the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA) recently approved its first ever Groundwater Sustainability Plan (GSP) for the Modesto Subbasin (Subbasin). We recognize that development of the GSP was a long and contentious process, and we commend the Oakdale Irrigation District (OID) Board of Directors for exercising the bold leadership to get the GSP completed by collaborating with your regional partners to advance projects that, if implemented, will ensure the sustainability and economic vitality of our region.

As summarized in Table 8-2 of the GSP, there are four (4) projects developed for implementation in the Non-District East (NDE) portion of the Subbasin. Those projects are as follows:

- Project 5 – Modesto Irrigation District In-lieu and Direct Recharge Project
- Project 6 – Oakdale Irrigation District In-lieu and Direct Recharge Project
- Project 7 – Tuolumne River Flood Mitigation and Direct Recharge Project
- Project 8 – Dry Creek Flood Mitigation and Direct Recharge Project.

Considering the above noted NDE projects and all the projects identified in Scenario 2, the GSP finds on Page 8-65 “.....that under Project buildout, sustainability goals as defined by the Minimum Thresholds (MTs) outlined in **Chapter 6, Sustainable Management Criteria**, can be met without demand management.” This is the most substantial finding in the GSP. Simply put – we have a problem, we have defined a host of projects to address the issue, we have the surface water available to make those projects a reality, and if we follow through with implementation of the GSP, sustainability of the Subbasin will be protected for generations to come.

Now that the modeling and technical work is behind us and we have clearly demonstrated what is possible, it is time to roll-up our sleeves and get to work. Consistent with that philosophy and our commitment to seeing the projects that we have put forth come to fruition, many of the NDE landowners have been working hard to organize ourselves into a Mutual Water Company or like entity and perform preliminary design on a project or series of projects with the hope of being done with that work prior to this fall such that we can be competitive in Round 2 of the Sustainable Groundwater Management Grant Program. As you might imagine, a critical component of each project is firming up the planning level quantities of surface water proposed by OID and Modesto Irrigation District (MID) during GSP preparation. To that end, we would like to set-up a meeting with a subset of the OID Board and staff as deemed necessary to begin those important discussions as soon as possible.

Please reach out to me at your earliest convenience to schedule a meeting such that we can formally begin discussions related to water supply.

Thank you,

"Bill" William R Jackson

Bill Jackson
V.A. Rodden

Copy: NDE Landowners
Stanislaus County Board of Supervisors (5)
Steve Knell, General Manager

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 12
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE DRAFT FINANCIAL STATEMENTS FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2021

RECOMMENDED ACTION: Approve the Draft Financial Statements for the Twelve Months Ending December 31, 2021

BACKGROUND AND/OR HISTORY:

The Financial Statements demonstrate the income and expenditures for the District for the twelve months ending December 31, 2021, and are presented in draft form pending the year end audit which is schedule for the week of April 11, 2022.

As of the financial statement date, the District realized 101.6% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 79.2% of the budgeted expenditures. Additional information is provided within the attached reports.

Please note that these are draft financial statements for the year ending December 31, 2021. After the completion of the Audited financial statements, final results for the 2021 fiscal year will be presented. The significant subsequent adjustments to these financial statements include adjustments for the equity ownership of Tri-Dam and the 2021 Pension Liability adjustment.

FISCAL IMPACT: None

ATTACHMENTS:

- Draft Financial Statements for the Year Ending December 31, 2021

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:

DRAFT

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

December 31, 2021

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT**TABLE OF CONTENTS**

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Oakdale Irrigation District Statement of Net Position

DRAFT



	For the month ending December 31, 2021		
	2021	2020	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 3,068,413	\$ 2,262,974	\$ 805,439
Restricted Cash and cash equivalents	1,459,357	1,395,711	63,646
Investments	67,125,429	69,709,712	(2,584,283)
Receivables			
Accrued Interest	274,901	242,761	32,140
Annexation fees	939,643	912,275	27,368
Agricultural water fees	94,148	107,266	(13,118)
Property Taxes Receivable	1,785,596	1,689,854	95,742
Due from other governmental agencies	1,965	94,407	(92,442)
Miscellaneous	2,492	3,368	(877)
Domestic water fees	2,668	4,383	(1,715)
Inventory of materials and supplies	847,026	662,921	184,105
Prepaid expenses	779,142	832,927	(53,785)
Due from Improvement Districts	4,021	82,990	(78,969)
Total current assets	76,384,800	78,001,552	(1,616,751)
Noncurrent assets:			
Accounts receivable - delinquencies	12,671	21,716	(9,046)
Due from other governmental agencies	297,277	297,277	-
Annexation fees receivable	11,666,364	12,657,772	(991,408)
Investments in Tri-Dam Project	42,526,117	42,526,117	-
Capital assets:			
Not being depreciated	9,269,056	6,259,820	3,009,236
Being depreciated, net	102,253,793	103,940,317	(1,686,524)
Total noncurrent assets	166,025,277	165,703,020	322,259
Total assets	242,410,078	243,704,571	(1,294,492)
Deferred outflows of resources			
Pensions	799,404	799,404	-
Bonds	2,784,350	2,948,136	(163,785)
Total deferred outflows of resources	3,583,754	3,747,540	(163,785)
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	245,993,832	247,452,111	(1,458,278)
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	1,666,274	381,224	1,285,050
Accrued salaries, wages and related benefits	1,141,766	1,311,256	(169,491)
Unearned revenue	1,886,137	1,899,555	(13,418)
Deposits payable	95,091	313,811	(218,719)
Due to Improvement Districts	117,818	183,204	(65,385)
Claims payable	50,000	25,001	24,999
Interest expense payable	402,851	420,457	(17,605)
Long-term liabilities, due within one-year	889,854	899,337	(9,483)
Total current liabilities	6,249,792	5,433,844	815,948
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	24,208,817	25,316,626	(1,107,809)
Pensions	5,090,115	5,090,115	-
Total noncurrent liabilities	29,298,932	30,406,741	(1,107,809)
TOTAL LIABILITIES	35,548,724	35,840,586	(291,861)
DEFERRED INFLOWS OF RESOURCES			
Pensions	36,305	36,305	-
Total deferred inflows of resources	36,305	36,305	-
Net Position			
Net investment in capital assets	86,932,310	85,216,485	1,715,825
Restricted	1,459,357	1,395,711	63,646
Unrestricted	122,017,136	124,963,023	(2,945,887)
TOTAL NET POSITION	\$ 210,408,803	\$ 211,575,219	\$ (1,166,416)

FOR INTERNAL REPORTING PURPOSES ONLY

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Oakdale Irrigation District
Statement of Revenues, Expenses, and Changes in net position
For the Month Ended December 31, 2021

DRAFT



	Current Month	YTD Actual	2021 Budget	Budget Remaining	% of 2021 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ 352	\$ 2,129,793	\$ 2,129,445	\$ (348)	0%
Water sales	(10,201)	2,256,462	1,992,955	(263,507)	-13%
Domestic water delivery fee	11,289	221,572	235,000	13,428	6%
Improvement District Fees	-	46,060	46,060	-	0%
Other water related revenues	12,905	67,308	55,000	(12,308)	-22%
Total operating revenues	14,344	4,721,194	4,458,460	(262,734)	-6%
Operating expenses:					
Operation and maintenance	459,736	5,809,620	6,029,250	219,630	4%
Water operations	179,960	3,832,486	3,853,500	21,014	1%
General and administrative	308,846	2,750,441	2,697,900	(52,541)	-2%
Depreciation / amortization	315,401	3,403,781	3,386,300	(17,481)	-1%
Total operating expenses	1,263,943	15,796,329	15,966,950	170,621	1%
Operating Income (loss)	(1,249,598)	(11,075,135)	(11,508,490)	(433,355)	4%
Nonoperating revenues (expenses):					
County property tax appropriations	1,843,393	3,464,113	3,175,000	(289,113)	-9%
Net Investment income (loss)	(520,876)	411,767	732,000	320,233	44%
Gain (loss) sale of assets	-	118,728	-	-	0%
Debt service interest	-	(1,033,384)	(1,168,935)	(135,551)	12%
Tri-Dam Project distributions	-	5,479,000	5,479,000	-	0%
Tri-Dam Power Authority distributions	-	1,252,000	1,252,000	-	0%
Other non-operating revenue	1,000	134,340	253,065	118,725	47%
Total non-operating rev. (exp.)	1,323,517	9,826,564	9,722,130	(104,431)	-1%
Capital contributions	73,919	(1,248,571)	(1,786,360)	(537,786)	30%
Change in net position	\$ 73,919	\$ (1,230,062)	\$ (1,786,360)	\$ (556,286)	31%
Capital expenditures & debt obligations	\$ 1,511,890	\$ 5,632,689	\$ 10,979,250	\$ 5,346,561	49%

Oakdale Irrigation District
Revenues
For the Month Ended December 31, 2021

DRAFT



	Current Month	YTD Actual	2021 Budget	Budget Remaining	% of 2021 Budget Remaining
Operating revenues					
Agricultural water service fees					
Tier 1	\$ 352	\$ 1,886,194	\$ 1,885,845	\$ (349)	0%
Tier 2	-	243,599	243,600	1	0%
Water sales					
Tier 1	(10,201)	741,338	672,955	(68,383)	-10%
Tier 2	-	848,832	720,000	(128,832)	-18%
Local out-of-district	-	603,671	600,000	(3,671)	-1%
Out-of-district	-	62,620	-	(62,620)	0%
Domestic water sales	11,289	221,572	235,000	13,428	6%
Improvement District Admin Fees	-	46,060	46,060	-	0%
Miscellaneous revenues					
Service Charges & Penalties	12,905	67,308	55,000	(12,308)	-22%
Total Operating Revenue	<u>14,344</u>	<u>4,721,194</u>	<u>4,458,460</u>	<u>(262,734)</u>	<u>-6%</u>
Non-operating revenues					
County property tax appropriations	1,843,393	3,464,113	3,175,000	(289,113)	-9%
District Rental Properties	1,000	15,000	15,000	0	0%
Domestic Annexation Revenue	-	119,340	119,340	-	0%
Investment earnings					
Investment earnings (Loss)	(228,797)	9,567	332,000	322,433	97%
Other Interest income	135,871	419,783	400,000	(19,783)	-5%
Gain (loss) sale of assets	-	118,728	118,725	(3)	0%
Change in investment Tri-Dam Project	-	5,479,000	5,479,000	-	0%
Change in investment Tri-Dam Authority	-	1,252,000	1,252,000	-	0%
Total Nonoperating Revenues	<u>1,751,468</u>	<u>10,877,530</u>	<u>10,891,065</u>	<u>13,535</u>	<u>0%</u>
Capital Contributions	-	18,500	18,500	-	0%
Total Revenues	<u>\$ 1,765,812</u>	<u>\$ 15,617,225</u>	<u>\$ 15,368,025</u>	<u>\$ (249,200)</u>	<u>-2%</u>

Oakdale Irrigation District
Operating Expenses Summary
For the Month Ended December 31, 2021

DRAFT



	Current Month	YTD Actual	2021 Budget	Budget Remaining	% of 2021 Budget Remaining
Operating expenses					
Maintenance					
SSJID Main Supply Diversion Works	\$ 6,400	\$ 52,787	\$ 125,000	\$ 72,213	58%
North Main Canal Maintenance	78,041	489,256	431,070	(58,186)	-13%
South Main Canal Maintenance	44,498	421,840	426,825	4,985	1%
Irrigation Water Lateral Maint-North Side	147,787	2,078,343	1,704,845	(373,498)	-22%
Irrigation Water Lateral Maint - South Side	82,433	1,183,976	1,533,380	349,404	23%
Pumping Plant Operations and Maintenance	10,436	370,900	461,860	90,960	20%
Drainage System Maintenance	5,933	316,582	401,930	85,348	21%
Building and Grounds Maintenance	36,901	286,612	280,910	(5,702)	-2%
Vehicle and Equipment Maintenance	47,307	609,323	663,430	54,107	8%
Total Maintenance	459,736	5,809,620	6,029,250	219,630	4%
Water Operations					
Domestic Water System Maintenance	39,168	402,587	492,460	89,873	18%
Irrigation Water Operations - North Division	74,971	1,736,078	1,692,380	(43,698)	-3%
Irrigation Water Operations - South Division	56,131	1,649,942	1,622,800	(27,142)	-2%
Drainage Water Operations	9,690	32,179	21,980	(10,199)	-46%
Water Measurement Management	-	11,701	23,880	12,179	51%
Total Water Operations	179,960	3,832,486	3,853,500	21,014	1%
General and Administrative					
General and Administrative	308,846	2,750,441	2,697,900	(52,541)	-2%
Depreciation and Amortization	315,401	3,403,781	3,386,300	(17,481)	-1%
Total General, Administrative and Depreciation	624,247	6,154,223	6,084,200	(70,023)	-1%
Total Operating expenses	1,263,943	15,796,329	15,966,950	170,621	1%
Non-operating expenses					
Interest and investment expenses	427,950	1,050,967	1,168,935	117,968	10%
Total non-operating expenses	427,950	1,050,967	1,168,935	117,968	10%
Total Expenses	\$ 1,691,893	\$ 16,847,296	\$ 17,135,885	\$ 288,589	2%

Oakdale Irrigation District
Capital and Debt Expenditures
For the Month Ended December 31, 2021

DRAFT



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2021 YTD ACTUAL	2021 AMENDED BUDGET
00-000-15200-00	Capital Work	Capital construction projects (Water Resources Plan)		
		Canal and Lateral Rehabilitation	\$ 213,160	\$ 400,000
		Domestic Water Projects	-	425,000
		Flow Control and Measurement Structures	278,751	1,400,000
		Irrigation Service Turnout Replacement	355,122	1,176,100
		Main Canals and Tunnels Improvement Projects	119,823	110,000
		Outflow Management Projects		100,000
		Pipeline Replacement	964,577	1,290,000
		Reclamation Projects	6,314	-
		Subtotal for Water Resources Plan Improvements	1,937,747	4,901,100
		Tunnel 8 Rehabilitation Project	970,825	2,500,000
		Ag Pump Replacements	51,893	130,350
		Asset Management Program Implementation	3,620	-
		Operating Headquarters Design	464,855	965,000
		Canyon Tunnel-Joint with SSJID (900k x 28%)	338,696	300,000
		Joint Main Canal Stabilization project (800k x 28%)	409,511	330,000
		South Main Canal - Tunnel 9 downstream design	8,653	80,000
		North Main Canal Seepage Mitigation Project-90% Design	9,492	60,000
			4,195,290	9,266,450
00-000-15183-00	Miscellaneous Construction Equipment			
		Masticator for Mini Excavator	9,540	15,000
		Masticator for SK140	38,463	36,000
		Portable welder (2)	13,337	15,000
		Rake Attachment	7,410	8,000
		Underground Utility Locators (\$2,500 each x 10)	5,608	25,000
		Underground Utility Scanner	21,427	32,000
		Drone (equipment and training)	-	3,300
			95,786	134,300
00-000-15184-00	Autos/Pickups/Trucks/ Trailers			
		1/2 Ton Pickup 2WD	30,567	31,000
		1/2 Ton Pickup 4WD	34,332	34,500
		2wd SUV	34,261	38,000
		Control System for Spray Truck	8,591	-
		Dump truck, 3-axle	-	185,000
		Water Truck 2 axle	136,409	150,000
		Water Truck 3 axle	210,934	220,000
			455,094	658,500
00-000-15185-00	Shop/Whse/Yard			
		Fuel Island Upgrade	-	20,000
		Warehouse/Pest Office A/C Replacement	6,200	-
		Fleet Tracking software Upgrade	-	20,000
			6,200	40,000
00-000-15187-00	Office and Engineering Equipment			
		Server Room AC Unit	7,200	-
		Computer upgrades and replacements	8,119	15,000
			15,319	15,000
		TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES	4,767,689	10,114,250
00-000-22320-00	Current portion - COP Debt		865,000	865,000
		TOTAL CAPITAL AND DEBT EXPENDITURES	\$ 5,632,689	\$ 10,979,250

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FOR INTERNAL REPORTING PURPOSES ONLY

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 13
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE EMPLOYMENT AGREEMENT FOR THE NEW GENERAL MANAGER

RECOMMENDED ACTION: Approve the Employment Agreement with Scot Moody for the position of General Manager

BACKGROUND AND DISCUSSION:

In August 2021, the Board directed Staff to begin recruitment efforts to replace Steve Knell as General Manager due to his scheduled retirement in July 2022. After initial internal recruitment efforts provided no results, the Board contracted with Bob Murray & Associates, in November 2021, to conduct an executive search for a new General Manager.

A successful recruitment process resulted in the selection of the final candidate, Scot Moody. With input from labor attorney Kim Lucia, from Boutin Jones Inc. the attached employment agreement was negotiated to employ Scot Moody as our new General Manager effective May 31, 2022. The initial term of the agreement is three (3) years with compensation of \$275,000 annually. Additional details are provided in the attached employment agreement.

FISCAL IMPACT: \$275,000 annually which is provided for in the 2022 Budget

ATTACHMENTS:

- General Manager Employment Agreement
 - Exhibit A – Job Description
 - Exhibit B – Benefits
-

Board Motion:

Motion by: _____ Second by: _____

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

Action(s) to be taken:

EMPLOYMENT AGREEMENT

April 5, 2022

THIS AGREEMENT is made and entered into this 5th day of April, 2022, by and between the BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT, a California public agency, hereinafter referred to as "District", and Scot A. Moody, hereinafter referred to as "Employee".

Recitals

WHEREAS, The Board of Directors, as appointing power, and Employee desire to agree in writing to the terms and conditions of Employee's employment as General Manager.

NOW THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

1. DUTIES

(a) District agrees to employ Employee as General Manager of the Oakdale Irrigation District effective May 31, 2022, to perform the functions and duties specific in Exhibit "A" hereto, and to perform other legally permissible and proper duties and functions as the Board of Directors may from time to time assign.

(b) Employee shall perform his duties to the best of his abilities in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable rules and regulations established by the District. Employee's performance shall at all times be subject to review by the Board of Directors.

(c) Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter; Employee must complete all disclosure forms required by law.

2. TERMS

(a) The District agrees to employ the Employee and the Employee agrees to be employed and remain in the exclusive employment of the District from May 31, 2022 through May 30, 2025, and, thereafter, for such additional employment terms as may be agreed to as provided for under the renewal provisions of this Agreement set forth in Section 3.

(c) Nothing in the Agreement shall prevent, limit, or otherwise interfere with the rights of the Board to terminate the services of the Employee at any time during such employment Term or any renewal thereof subject to the provisions set forth in Section 3 hereof.

(d) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from this provision with the District, subject to the provisions set forth in Section 4 herein.

3. AUTOMATIC RENEWAL

In the event written notice is not given by either party to this Agreement ninety (90) calendar days prior to the termination date as set forth in Section 4 herein, this Agreement shall be automatically renewed and extended upon the same terms and conditions as provided herein, or as may be amended from time to time, for additional, successive employment periods of one (1) year each. Said Agreement, and amendments thereto, shall continue thereafter for one (1) year successive periods unless either party hereto gives ninety days prior written notice to the other party that the party does not wish to renew or extend this Agreement and amendments thereto, for additional one (1) year period.

4. RESIGNATION / TERMINATION AND SEVERANCE

- (a) The parties recognize and affirm that: 1) Employee is an “at will” employee whose employment may be terminated by the District without cause, and there is no express or implied promise made to employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and District.
- (b) The District may terminate or remove the Employee’s employment services under this Agreement prior to the normal expiration date of the employment Term, or any renewals thereof.
 - 1. If the District terminates the Employee’s employment except as provided for in Paragraph (c) of this Section, during the term of this Agreement, the District shall pay the Employee a cash severance payment equal to six (6) months (“Severance”) and any in lieu payment for accumulated vacation or other accrued benefits or leave to which he is entitled as of the date of such termination. Employee acknowledges and agrees that any Severance provided upon termination is in lieu of all damages, payments and liabilities on account of the early termination of this Agreement and is the sole and exclusive remedy for Employee, and shall only be paid upon Employee’s

execution and delivery to Employer of a complete release of all claims Employee may have against the Employer, and its past, present and future directors, agents, and employees, and their heirs and assigns (collectively with Employer, the “Released Parties”).

(c) If the Employee’s employment services are terminated by the Board because of the Employee’s conviction of any illegal act related to his employment hereof, the District shall have no obligation to pay any Severance designated in Paragraph (b) of this Section. However, the Employee shall be entitled to earned salary and any in lieu payments for accumulated vacation or other accrued benefits or leave to which he is entitled as of the date of such termination.

(d) A decision to terminate shall be made in accordance with laws including Brown Act provisions regarding personnel actions. In recognition of employee’s professional status and integrity, Employee and the Board of Directors shall endeavor, in good faith, to prepare a joint public statement to be made by the Board of Directors at the first public disclosure of termination by the Board.

(e) Employee may choose to resign his office instead of being terminated if an action by the Board of Directors to terminate has been made in closed session. In such event, the public announcement, as provided for in paragraph 4 (d) above, will note Employee has resigned, and paragraph 4 (d) remains applicable.

(f) If the Employee dies while employed by the District under this Agreement or any renewals thereof, the Employee’s beneficiaries, or those entitled to his estate, shall be entitled to his earned salary and any in lieu payments for accumulated vacation or other accrued benefits or leave, or proportions thereof, to which he would be entitled as of the date of his death.

5. COMPENSATION

(a) The District shall compensate Employee for all services rendered or hours worked pursuant to this Agreement.

(b) The Employee’s salary effective May 31, 2022 shall be \$275,000.00 annually (prorated to start date).

(c) The Board may also consider such other merit increases or bonuses from time to time as the Board deems warranted by performance and achievement of results by the Employee.

6. AUTOMOBILE

Employee's duties require that Employee shall have the use of an automobile at all times during Employee's employment with District. District shall provide an automobile for Employee's District use during the term of this agreement. District will provide for the maintenance and insurance of that vehicle during the term of this agreement. District will provide fuel for the automobile for the use of District business. Personal use of vehicle will be reported as required by applicable employment laws.

7. SUPPLEMENTAL BENEFITS

(a) The District shall provide Employee with benefits listed and described in Exhibit "B", and as they may be amended from time to time.

(b) In addition to those benefits listed in Exhibit "B", District agrees to the following:

1. District will pay for renewal of Professional licenses during the term of this Agreement and any classes that may be required to keep those professional licenses current.
2. District to provide a cell phone to employee for District purposes of conducting District business only.

8. PERFORMANCE EVALUATION

The Board of Directors shall evaluate Employee's performance at least annually. In addition, every year, the Board of Directors and Employee will set goals and objectives for the ensuing year. The Board President shall be responsible for scheduling the reviews contemplated by the paragraph.

Any evaluation or review of the Employee's performance shall be considered and discussed with the Employee in closed session of the Board pursuant to Government Code Section 54957. The Employee shall be provided a copy of any written statement or findings of the Board or any of its members and provided an adequate opportunity for the Employee to discuss and respond to the Board in closed session. Any written statement concerning the Employee's performance shall be confidential and placed in the Employee's personnel file along with any written response by the Employee. In effecting the provisions of this Section, the Board and Employee mutually agree to abide by the provisions of applicable State Law concerning personnel matters, due process, and rights of the Employee and of the Employer.

The Board of Directors, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with the provisions of this Agreement or law.

9. BONDING

The District shall bear the full cost of any fidelity or other bonds required of the Employee.

10. INDEMNIFICATION

The District shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the District's duties or when representing the District. The District may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon or have its insurance coverage do the same.

11. NOTICES

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO DISTRICT: Board of Directors
 Oakdale Irrigation District
 1205 East "F" Street
 Oakdale, California 95361-4198

TO EMPLOYEE: Scot A. Moody
 General Manager
 Oakdale Irrigation District
 1205 East "F" Street
 Oakdale, California 95361-4198

12. ARBITRATION

Any controversy or claim arising out of or pertaining to this Agreement, or the breach thereof, shall be subject to arbitration pursuant to California Code of Civil Procedure Section 1280 *et seq.*, under the rules of the American Arbitration Association ("AAA"), pursuant to its Arbitration Rules & Procedures ("AAA rules"). The AAA rules will govern the allocation of costs and expenses of such arbitration. The Arbitrator shall be a mutually agreed upon retired Superior Court Judge. In the event the Parties cannot agree on the selection of an Arbitrator, the Arbitrator shall be designated by a Court of competent jurisdiction. The arbitration hearing shall take place in the County of Stanislaus, California, before a single Arbitrator, unless otherwise agreed in writing. The Arbitrator may grant any remedy or relief that the Arbitrator deems just and equitable, including injunctive relief and including any remedy or relief that would have been available to the parties had the matter been heard in court, provided, however, that the

Arbitrator will not have the authority to render a decision that will add to, subtract from, or change the meaning of specific provisions of this Agreement or waive time limits in this Agreement without the consent of the parties. The Arbitrator shall have authority to hear and rule on a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the California Code of Civil Procedure.

(a) The arbitrator shall administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure, and the arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to any conflict-of-law provisions of any jurisdiction. To the extent that the AAA rules conflict with California law, California law shall take precedence. The decision of the Arbitrator shall be binding and not subject to appeal.

(b) THE PARTIES HEREBY VOLUNTARILY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. Notwithstanding the foregoing, this Section will not prevent a Party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of their dispute relating to this Agreement and the agreements incorporated herein by reference, and the Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. Should any part of the arbitration agreement contained in this paragraph conflict with any other arbitration agreement between the Parties, the Parties agree that this arbitration agreement shall govern.

13. ENTIRE AGREEMENT

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein this Agreement cannot be modified except by written agreement signed by both parties.

14. ASSIGNMENT

This Agreement is not assignable by either District or Employee.

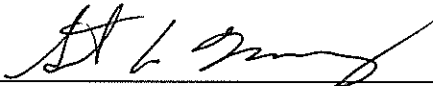
15. SEVERABILITY

If any provision, or any portion of any provision hereof is held to be unconstitutional, in valid, or unenforceable, the remainder of this Agreement, or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

16. COUNTERPARTS

This Agreement may be executed in two counterparts, which shall be identified by number, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Board of Directors of the Oakdale Irrigation District has caused this Agreement to be signed and executed in its behalf by the President of the Board and the Employee has signed and executed this Agreement as of the day and year first above-written.



Scot A. Moody, Employee

Tom Orvis, President
Oakdale Irrigation District

**OAKDALE IRRIGATION DISTRICT
JOB DESCRIPTION
GENERAL MANAGER/SECRETARY**

PRIMARY FUNCTION

Under general direction of the Board of Directors is responsible for the management and execution of District activities and programs; performs the function of chief executive officer in supervising day-to-day activities of the District with particular emphasis on providing oversight of irrigation and water utility operations, personnel matters, fiscal control and safeguarding the District assets; performs and directs other work as needed or assigned.

Managerial Dimension: Oversee, advise, discipline, instruct, train, and provide leadership to Department Heads, attorneys, consultants and assigned administrative staff, which include Human Resources and the Safety Compliance personnel.

EXAMPLES OF ESSENTIAL DUTIES

Responsible for the planning, direction, coordination, organizing and controlling District activities.

Represents the District on committees and commissions and at meetings with various agencies.

Prepares recommendations for the Board of Directors and implements and enforces District policies and programs within the organization.

Evaluates the manpower and equipment requirements of each department and works with the department heads to improve operational efficiency and increases productivity.

Oversees interdepartmental coordination and scheduling of work amongst the Department Managers.

Monitors proposed activities and authorizes purchases to assure that all expenditures are necessary, cost-effective, and consistent with District fiscal policy and the budget.

Approves and signs correspondence, documents, or reports.

Coordinates with the Finance Manager the development of the annual budget to be submitted to the Board of Directors for approval.

Assist in the technical development and implementation of goals, objectives, policies, and priorities.

Responsible for the planning, organizing, supervision, and in directing those involved in the scheduling and oversight of maintenance and engineering work in the design and construction of irrigation and domestic water facilities and structures.

Provide leadership in any preparation of financial, hydraulic and structural studies or designs related to the District's physical facilities.

Provide oversight in the District's collections and billing operations and those activities related to other accounting functions and elements of the District's operations

Provides direction in the preparation of estimates of large administrative projects, capital projects and works of improvement which involve competitive bidding.

Directs the planning and coordination of ongoing maintenance and improvement programs in the construction and maintenance, irrigation and domestic water areas of the District.

Provides oversight in the preparation of comprehensive written reports and statistical support data relating to public works projects and programs.

Supervise, coordinate, and assist in the work of outside attorneys, accountants, and engineering consultants.

Work with the public to answer questions and provide technical information.

Respond to citizen complaints and questions.

Coordinate District activities with outside agencies.

Supervise, train, discipline, and evaluate Department Heads and assigned staff.

Advise the Board of Directors in the technical, specialized, and administrative areas of the District's operations and regarding its needs for planning, direction, coordination, organization and control.

Investigates and prepares technical recommendations on District matters.

TYPICAL PHYSICAL AND MENTAL ACTIVITIES

Operates, in a sitting position, various office machines. Use of calculators, typewriters, and computers require sitting for prolonged periods of approximately 4 to 6 hours or more per day.

Use hands and fingers to grip and grasp and to manipulate books, instruments and equipment used in the performance of duties. These functions are intermittently

performed for brief to moderate periods ranging from 5 to 10 minutes or more for daily totals between 4 to 6 hours total.

Communicates orally with staff and customers in face-to-face and one-to-one settings. Uses a radio and a phone for communication with staff on an as-needed basis. Requires continuous use of normal to corrected normal hearing and vision.

Work involves frequent and prolonged periods of typing and/or writing. Twisting of the wrists and elbows may be performed in conjunction with reaching, bending, lifting, grasping, and gripping. All such tasks are or may be repetitive in nature for periods of 30 to 40 minutes or more for 4 to 6 hours total.

Frequently uses knowledge and experience to make proper judgement decisions involving work processes and procedures.

Employee may stand intermittently for moderate duration ranging up to 20 to 40 minutes at each occurrence for approximately 2 to 4 hours per day. Standing will occur intermittently with walking, sitting, kneeling, squatting, and climbing.

Job requires intermittent walking for brief to moderate duration for a total of 1 to 2 hours daily. Distances walked will range from a few feet to as much as one-quarter mile at each occurrence. Walking surfaces will generally be concrete or a similar relatively smooth material however, when working under field conditions the walking surface may often be irregular, sloping, wet to dry, and smooth to broken.

In performance of job inspections and problem solving, the employee will find it necessary to kneel, squat, bend, carry, and climb. Each such demand is intermittent and totals 20 to 40 minutes per day. These functions will be performed on a variety of work surfaces including dirt, pavement, and metal and may occur on sloping and narrow surfaces requiring a great deal of balance.

Movements such as reaching, pushing/pulling, twisting, bending, stooping, lifting, carrying, gripping, and grasping are frequently performed and will each total approximately 2 to 4 hours per day. These movements will generally be performed in conjunction with one or more of the others.

Twisting of the wrist and elbows, the upper torso and knees and ankles will occur when the employee performs routine inspection tasks.

Some bending of the wrists may be repetitive in nature for brief to moderate periods of 10 to 15 minutes. Bending of the knees and ankles will total approximately 4 to 6 hours, with intermittent, brief to continuous movement, occurring throughout the work shift.

Stooping or bending at the waist may be performed while the employee is in a great many positions, including standing, kneeling, and squatting and the duration of such movement range from 5 to 15 minutes at each occurrence.

The employee may hand-carry items over a variety of surfaces ranging from smooth and level to sloping and broken, dry to wet in order to perform survey or inspection work. Distances traveled will not normally exceed 250 feet, however, on occasion the employee may walk up to as much as one-quarter of a mile.

The employee will perform intermittent finger manipulation and some fine finger dexterity movements when using the phone and radio and to complete written reports. Such movements will total about 2 to 3 hours per day.

Speak in English at a level sufficient to communicate effectively over the phone, in person, over the radio, and in large groups.

QUALIFICATIONS

Knowledge of:

California Water Law, Government Code, Environmental Law, Public Records Act, Employment Law, Contract Law.

Water rights related to pre-1914, post-1914 and storage rights under California law.

Typical operations of irrigation and water districts and in domestic water delivery operations.

Principles of management, supervision, accounting, engineering, and organizational administration.

Construction, maintenance and operational principles and practices as applied to public works.

Principles and practices of organization, administration, budgeting and personnel management.

Contract administration, especially those relating to capital improvement projects.

Word processing and other computer uses.

Ability to:

Prepare, read, and interpret legal documents dealing with contracts.

Employ good judgement and make decisions in accordance with established systems and procedures.

Work well under the pressures of established time constraints.

Perform technical work of a complex nature with a minimum of guidance.

Operate various office equipment, including electronic typewriters, calculators, PC computers, copiers, radios, phones, and fax machines.

Represent the District with the public and before outside interests as assigned.

Establish and maintain cooperative relationships with those contacted in the course of work.

Manage and supervise personnel in all phases of District activities.

Prepare and maintain clear, concise, and accurate manual and computer records.

Follow and understand written and oral instructions in English.

Make verbal presentations in English in one-on-one and large group settings.

Communicate effectively in English, both orally and in writing.

EXPERIENCE AND EDUCATION

Qualifications for the position may be obtained by any combination of training and experience that would provide the required knowledge, skills, and personal characteristics. Typical ways of obtaining the required knowledge and abilities would be through:

Experience:

A minimum of five years of successful experience in a high level administration position preferably in the fields of engineering, personnel, and/or water management.

Education:

Equivalent to a bachelor's degree from an accredited college or university with major work in engineering, construction, public administration, business administration, economics, personnel management, industrial relations, government or related field. Additional qualifying experience and/or education in other professional disciplines may be substituted for bachelor's degree.

Emphasis on water resources, construction, business, or public administration is preferred.

NECESSARY SPECIAL REQUIREMENTS

Provide two acceptable forms of identification for proof of citizenship.

Possession of an appropriate California Driver's License, and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration. The driving record will not contribute to an increase in the District's automobile insurance rates.

Pass a physical and chemical examination upon the offer of employment but prior to the time of hire.

The essential duties and other contents of this job description, and the responsibilities, duties, and requirements for acceptable performance have been explained to me and I understand them. I further understand that it is impossible to identify all the duties and expectations for the position and realize that my daily assignments may vary according to District needs.



Employee Signature

3/28/22

Date

Board President Signature

Date

**Oakdale Irrigation District
General Manager Benefit Package**

EXHIBIT B

1. Retirement

CalPERS OID participates in the CalPERS Retirement system and benefits will be paid in accordance with the OID Contract with CalPERS, which is dependent upon Employee's date of entrance of service.

457 Plan OID will match 100% of an employee's contribution up to a maximum of 4% of base wages to the employee's 457 Plan account.

2. Life Insurance

OID provides a \$100,000 term life and AD&D insurance policy and pays 100% of the premium.

3. Health Insurance

Medical OID offers health insurance plan options through Sutter Gould and Kaiser. All employees pay a portion of the cost of their health insurance.

Dental/Vision Dental is provided through Delta Dental and vision is through Vision Service Plan (ACWA JPIA) at no cost to the employee.

4. Leave

Vacation Accrual Rates:
Vacation accruals are based on an employee's continuous length of service. For purposes of this position, the GM will be started at the accrual rate equivalent to four (4) weeks, which equates to 20 days per year.

Buy-Back:
OID offers a buy-back program for employees with more than 600 hours of accrued vacation time. Consult OID policy for further details.

Sick Leave Accrual Rates:
Employee is eligible to accrue 8 hours (1 day) of paid sick leave per month worked.

Buy-Back:
OID offers a buy-back program for employees on an annual basis when the balance exceeds minimum amount required. At the time of retirement or termination of employment, the Employee will receive fifty (50%) percent of their pro-rated salary for each day of accrued and unused sick leave. Consult OID policy for further details.

Administrative Leave

OID will provide five (5) days of annual paid administrative leave, which if unused at the end of a calendar year, shall accrue as vacation leave.

5. Moving Expenses

OID shall pay the cost of moving the employee's household goods up to a maximum of \$5,000.

BOARD AGENDA REPORT

Date: April 5, 2022
Item Number: 14
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON THE RISKS AND BENEFITS TO REOPEN OID TO PUBLIC MEETINGS OR TO CONTINUE WITH THE CURRENT COVID PROTOCOLS THAT ARE IN PLACE UNTIL SEPTEMBER OF THIS YEAR

RECOMMENDED ACTION: Board Preference

BACKGROUND AND/OR HISTORY:

Currently, the Governor's Emergency Order is still in effect with regard to Public Meeting protocols until September 2022 of this year. Until then, each local government agency is authorized to determine whether to hold public meetings in person, on-line (teleconferencing only), or via a combination of methods. Stanislaus County has recently fallen into the Green Zone for COVID 19 transmissivity and hospitalizations are decreasing, which is a positive thing. OID staff has not had a COVID positive employee for almost 3-weeks. However, news reports indicate evidence of another variant on the east coast affecting isolated populations and is being monitored by health organizations for the extent of spread.

Because of varied opinions on this subject, staff thought it best to bring the decision of when to reopen OID Board meetings to the public to the Board for a discussion and or action. The Board's options on the subject include the following:

1. To minimize the risk of COVID 19 transmission during a public meeting, online meetings (i.e. teleconferencing meetings) are strongly recommended by health professionals as these meetings present the lowest risk of transmission of SARS CoV-2, the virus that causes COVID 19.
2. To fully open the OID Board meetings and allow public access under a written safety protocol to be developed by staff. Some of the protocol elements would include;
 - a) Six feet separation between attendees, which would limit attendance and possibly require reservation seating,
 - b) a voluntary attendance sheet with names and contact information of attendees to assist in contact tracing of any cases linked to a public meeting,
 - c) full health screening prior to entry,
 - d) an immediate closure if OID experiences a COVID positive test of an employee, whether linked to the public meeting or not,
 - e) any other measures deemed applicable.

If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person.

Staff will be present to answer questions.

FISCAL IMPACT: Unknown

ATTACHMENTS:

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:



DISCUSSION ITEMS

BOARD MEETING OF APRIL 5, 2022

DISCUSSION ITEM

Date:	April 5, 2022
Item Number:	15
APN:	N/A

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

BACKGROUND AND DISCUSSION:

OID's Water Operations Manager/District Engineer, Eric Thorburn will provide a presentation and overview on OID's surface water diversions and deep well production for the Board's information.

ATTACHMENTS:

- PowerPoint Presentation

Board Comments:



COMMUNICATIONS

BOARD MEETING OF APRIL 5, 2022



Oakdale Irrigation District Memorandum

Date: March 16, 2022
To: All Employees
From: Steve Knell, P.E.
Subject: **Award of Job Posting**

I am very pleased to announce the following employee has been promoted to the following position:

Associate Engineer

Tyler Helm

Please also join me in congratulating Tyler on his recent licensure as a Professional Civil Engineer and wishing him the best of luck in his new role!

11036 McLeod Ave.
Oakdale, CA 95361

February 28th, 2022

Received

MAR - 7 2022

Oakdale ID

Steve Knell and Joe Kosakiewicz
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

I am writing this letter with extreme pleasure and happiness on the successful completion of the bridge project at 11036 McLeod Ave. The bridge is so much better than I expected. Most importantly, I would like to point out how well Steven Pattison did in communicating with me about what to expect about the construction, timing and the ensuring the construction was completed as planned. Steven also left the surrounding site and canal in a much better condition.

It was an amazing experience to watch the team work under Steven's direction as David Graham and others worked together to not only build the bridge but also clean out the canal while the equipment was here. The canal looks better than I have ever seen in 50 years as it is completely cleaned out. Finally, would like to point out Chase King, who followed up after the project and has been helpful on other questions also. OID has a great team.

I thank you and appreciate your team members for their excellent work in completing this project.

Congratulations on your team's excellent work!

Best Regards,



Dan Douglass
408 813 1724

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Notice to Dam Owners
Division of Safety of Dams

Notification of Annual Schedule of Fees – Effective July 1, 2022
California Dam Safety Program
March 25, 2022

The Department of Water Resources' Division of Safety of Dams (DSOD) is committed to its mission of protecting life and property from dam failures in California in the most cost-effective manner. DSOD's regulatory program, which is commonly referred to as the Dam Safety Program (Program), is funded through annual fees and application filing fees. Annual fees are assessed and collected to cover the reasonable regulatory costs of the Program and are governed by section 6307 of the California Water Code.

In March 2021, DSOD sent a billing notification letter that informed dam owners of a one-time reduction in annual fees for Fiscal Year (FY) 2021/22 and projected that annual fees for Fiscal Year 2022/23 would revert to FY 2020/21 rates with an upward rate adjustment. To cover DSOD's reasonable regulatory costs, including cost of living increases, FY 2022/23 fees reflect an upward adjustment of approximately five percent from the FY 2020/21 fees.

Enclosed is the FY 2022/23 Annual Schedule of Fees that will be used to issue billing invoices by April 30, 2022. Annual fees for FY 2022/23 are due July 1, 2022. DSOD may impose penalties and interest for fees received more than 30 days after the deadline, as set forth in Water Code section 6307.

If a paper invoice is not received by April 30, 2022, or to request an electronic copy of the invoice by email, contact Administrative Officer Marcelino Alcantar at (916) 565-7804 or at Marcelino.Alcantar@water.ca.gov by May 16, 2022.

If you have any questions, please call Andrew J. Mangney, Branch Manager of the Field Engineering Branch, at (916) 565-7800.

Sincerely,

A handwritten signature in blue ink that reads 'Sharon K. Tapia'.

Sharon K. Tapia, P.E.
Division Manager
Division of Safety of Dams

Enclosures

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
 SACRAMENTO, CA 94236-0001
 (916) 653-5791



**CALIFORNIA DAM SAFETY PROGRAM
 ANNUAL SCHEDULE OF FEES
 FISCAL YEAR 2022/23**

Effective July 1, 2022

Annual fees are assessed in accordance with Article 3, Chapter 1, Division 2, Title 23 of the California Code of Regulations (CCR) to cover projected costs of the California Dam Safety Program. The critical appurtenant structure (CAS) fee component only applies to dams with critical appurtenant structures (e.g., saddle dams and spillway) that meet the definition of section 335.2 of the CCR and does not apply to dams classified with a Low downstream hazard potential. Inoperative dams are only charged the Administrative (Admin) Fee component of the applicable rate category¹. Rates used in computing each of the fee components of the annual fees billed are rounded to the nearest dollar.

Annual Fee = Admin Fee + Dam Fee + CAS Fee, where

Admin Fee = Flat fee per dam
 Dam Fee = Dam Rate x Dam Height
 CAS Fee = CAS Rate x Dam Fee x Number of CAS (not to exceed two)
 CAS Rate = 0.3839

General Rate²

Annual Fee (CAS) =	\$1,066	+	\$249 per foot of height	+	0.3839 x \$249 per foot of height x 1 or 2 CAS as applicable
	<hr/> Admin Fee		<hr/> Dam Fee		<hr/> CAS Fee

Reduced Rate: Farm and Ranch or Small and Privately Owned Dams³

Annual Fee (CAS) =	\$213	+	\$50 per foot of height	+	0.3839 x \$50 per foot of height x 1 or 2 CAS as applicable
	<hr/> Admin Fee		<hr/> Dam Fee		<hr/> CAS Fee

¹ Division 3, Part 1, Chapter 6, section 6307(d) of the California Water Code and Title 23. Waters, section 316 of the California Code of Regulations

² Division 3, Part 1, Chapter 6, section 6307(a) of the California Water Code

³ Division 3, Part 1, Chapter 6, sections 6307(e & f) of the California Water Code



Received
MAR 23 2022
Oakdale ID



State Water Resources Control Board

March 17, 2022

OAKDALE IRRIGATION DISTRICT
1205 EAST F ST
OAKDALE, CA 95361

PREPARE FOR MORE DROUGHT IMPACTS DUE TO ONGOING DRY CONDITIONS

Despite record-breaking storms in October and December 2021, most of California is experiencing a severe drought due to the driest January and February on record. These conditions are worsening quickly and can threaten water supplies, impair critical habitat, reduce recreational opportunities, and create uncertainty for all water users.

Plan Ahead

As we head into a third dry year, it's important to plan for water supply shortages and identify actions you can take to conserve water and adapt to drought conditions, such as reducing irrigated acreage, using innovative irrigation techniques, managing herd size, or diversifying your water supply portfolio. Your early efforts can help minimize the potential impact of water management actions on businesses, homes, farms, and California's environment.

Report Water Use

The Division of Water Rights needs accurate and timely data to manage California's water and keep diverters informed, particularly when water supplies are limited. Now more than ever, it is vital that you report your water diversion and use data on time. All diverters must report their annual water use by April 1, 2022. Many diverters are also required to report diversion metering and measuring data by this deadline.

Accurately reporting your water use and diversion data on time fulfills your legal obligation and allows the Division of Water Rights to better manage the state's water rights system, protect lawful diversions, and more precisely curtail when needed. Better reporting by all diverters is the cornerstone of a modern water rights system.

Dry Conditions

We are experiencing historic dry conditions: February is usually California's wettest month, but January and February 2022 were the driest we've seen in recorded history. Statewide, precipitation is less than half the yearly average, and dry conditions are forecast to continue through spring.

Last year, extreme drought conditions led to unprecedented actions by the State Water Board that included curtailment of water rights in many California watersheds.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

The Division of Water Rights is preparing similar actions for 2022, and we plan to ask the State Water Board to consider emergency regulations to curtail water rights in certain watersheds if dry conditions continue or worsen. If you are in the Bay-Delta, Russian River, Scott River, Shasta River, Mill Creek, or Deer Creek watersheds, you should prepare for earlier curtailments.

We are monitoring the situation closely and will engage with water users as we know more. We encourage you to collaborate with your community to develop cooperative water management solutions that meet both local and state-level needs. Drought resources are included below:

Drought Resources

State Water Board Drought Information

Information and updates on Division of Water Rights drought activities, including emergency regulations, curtailment updates, and regional drought responses are available at waterboards.ca.gov/drought.

Emergency Drinking Water Assistance

Help is available if you are having trouble getting water in your home or your drinking water well has gone dry. Information about programs in your area are available at waterboards.ca.gov/drought/drought_assistance.

Drought Funding Programs

The state offers a variety of funding programs to help Californians during drought. Information is available at waterboards.ca.gov/drought/funding_available.

Annual Water Use Reporting

Water diverters must report their annual water use each year. Requirements and details on how to report are available at bit.ly/AnnualWaterReport.

Measuring and Metering Requirements

Many water right diverters are required to report measuring and metering data each year. Guidance on these requirements is available at bit.ly/WaterMeasurement.

Questions

Email your questions to drought@waterboards.ca.gov.



PUBLIC COMMENT

BOARD MEETING OF APRIL 5, 2022



CLOSED SESSION ITEMS

BOARD MEETING OF APRIL 5, 2022