

**AGENDA
OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING
FEBRUARY 6, 2024**

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District website www.oakdaleirrigation.com

If you would like to join the meeting virtually instead of in person, please see the below options:

- [To join the meeting via teleconference](#), click [HERE](#) or go to www.oakdaleirrigation.com and select "View Meetings Online".
- [To participate in the meeting via telephone](#), dial in at 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.

Public comments may be submitted in advance via email to smoody@oakdaleirrigation.com no later than 4:30 p.m. on the day before the meeting. If you wish to make public comments during the live teleconference, you may alert the Board President at the time public comments are called for. Pursuant to Government Code section 54954.3(b)(1), public comment on an Agenda Item is limited to five (5) minutes.

CALL TO ORDER: 9:00 a.m. District Office Boardroom
1205 East F Street, Oakdale, California

PLEDGE OF ALLEGIANCE

ROLL CALL: Brad DeBoer, Linda Santos, Tom Orvis, Herman Doornenbal and Ed Tobias

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENT: 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.

A. Consent Calendar:

	Page No.
1 Approve the Board of Directors Minutes of the Regular Meeting of January 16, 2024	6
2 Approve Oakdale Irrigation District's Statement of Obligations	13
3 Approve the Treasurer's Report for the Year Ended December 31, 2023	18
4 Approve Discharge Agreement on the Riverbank Lateral (APN: 063-028-024 – Sconza Candy Company)	24
5 Approve Storm Drainage Agreement on the Langworth Pipeline (APN: 062-010-026 – Gordon Braker Plumbing Contractor, Inc.)	35
6 Approve Storm Drainage Agreement on the Reed Pond (APN: 006-012-081 – River Oak Grace Church)	47

B. Action Calendar:

	Page No.
7 Review and take possible action to Adopt a Resolution to Consider a One-Year Forbearance to Allow Unused Water Purchased in 2023 to be Made Available During the 2024 Irrigation Season	60
8 Review and take possible action to Approve the Revised Employee 2024 Unrepresented Salary and Wage Schedules Effective January 14, 2024	71

C. Communications:

- 9 Directors' Comments/Suggestions
- 10 Committee Reports
- 11 General Manager's report on the status of OID activities.
- 12 Water Counsel report

D. Closed Session:

- 13 Government Code §54956.9(d)(2) – Potential Exposure to Litigation
- 14 Government Code §54957(b)(1) – Personnel Evaluation

F. Adjournment:

- The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 5, 2024, at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Project** and **Tri-Dam Power Authority** and other joint business matters is scheduled for **Thursday, February 15, 2024, at 9:00 a.m.** at South San Joaquin Irrigation District, 11011 E. 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) 840-5502.

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) 840-5502. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



PUBLIC COMMENT

BOARD MEETING OF February 6, 2024



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF February 6, 2024

BOARD AGENDA REPORT

Date: February 6, 2024
Item Number: 1
Staff: Scot A. Moody

SUBJECT: APPROVE THE BOARD OF DIRECTORS MINUTES OF THE REGULAR MEETING OF JANUARY 16, 2024

RECOMMENDED ACTION: Approve the Board of Directors Minutes of the Regular Meeting of JANUARY 16, 2024

- ATTACHMENTS:**
- Draft Minutes of the Board of Directors’ Meeting of January 16, 2024

Board Motion:

Motion by: _____ Second by: _____

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

Action(s) to be taken:

MINUTES

Oakdale, California
January 16, 2024

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

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

Staff Present: Scot A. Moody, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Eric Thorburn, District Engineer/Water Operations Manager
Joe Kosakiewicz, Construction and Maintenance Manager
Kim Bukhari, Human Relations Manager

Also Present: Fred Silva, General Counsel
Tim O'Laughlin, Water Counsel

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

At the hour of 9:02 a.m., the Board welcomed public comment regarding the Consent Calendar or anything not on the Action Calendar.

PUBLIC COMMENT

There was no public comment.

Public Comment closed at 9:03 a.m. and the Board Meeting continued.

CLOSED SESSION **ITEM NO. 1**

- 1 Government Code §54956.9(d)(2) – Exposure to Litigation – 1 case (Item #7)

At the hour of 9:29 a.m., the Board took a short recess prior to reconvening to open session.

At the hour of 9:31 a.m., the Board reconvened to open session.

Coming out of Closed session, President Orvis stated there were no reportable actions.

CONSENT CALENDAR
ITEM NOS. 2-6

- 2 Approve the **Board of Directors Minutes of the Regular Meeting of December 12, 2023**
- 3 Approve **Oakdale Irrigation District's** Statement of Obligations
- 4 Approve **OID Improvement Districts'** Statement of Obligations
- 5 Approve the Treasurer's Report and Financial Statements for the Eleven Months Ending November 30, 2023
- 6 Approve Amendment No. 02 to Professional Services Agreement 2021-PSA-001 With Tim O'Laughlin A Professional Law Corporation For Revised Hourly Rate Schedule

A motion was made by Director Santos, and seconded by Director Tobias, to approve the above-noted Consent Calendar Items #2 through 6:

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

The motion passed by a 4-0 vote.

Observing no online members of the Public or members of the Public in the audience, the Board proceeded to Action Calendar accordingly.

ACTION CALENDAR
ITEM NOS. 7 - 9

Item No. 7

Review and take possible action to: (1) Eliminate Any Landowners Who Did Not Pay The Minimum Water Charge in 2023 From the 10-Year Out-of-District Water Sales Program; and, (2) Consider a one-year forbearance to allow unused water purchased in 2023 to be made available during the 2024 Irrigation System

ITEM NO. 7 (1):

A motion was made by Director Santos, and seconded by Director Doornenbal, to: Remove Any Landowners From the 10-Year Out-of-District Water Sales Program Who Did Not Pay The Minimum Water Charge in 2023:

At the hour of 9:35 a.m., the Board welcomed public comment on Item 7(1).

Public Comment closed at 9:35 a.m. on Item 7(1) and the Board Meeting continued.

Director Orvis	Yes
Director DeBoer	ABSENT

Director Santos	Yes
Director Tobias	Yes
Director Doornenbal	Yes

The motion passed by a 4-0 vote.

ITEM NO. 7 (2):

A motion was made by Director Santos, and seconded by Director Tobias, to approve a one-year forbearance to allow credit for unused water purchased in 2023 to be made available to purchase water during the 2024 Irrigation Season if water is available and to direct the General Manager and General Counsel to draft a Resolution to be presented at the next Board meeting:

At the hour of 9:37 a.m., the Board welcomed public comment on Item 7(2).

Public Comment closed at 9:37 a.m. on Item 7(2) and the Board Meeting continued.

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

The motion passed by a 4-0 vote.

Item No. 8

Review and take possible action to perform a one-time replacement of an Existing private culvert crossing the Claribel Lateral Within APN: 064-032-076

A motion was made by Director Doornenbal, and seconded by Director Tobias, to approve the one-time replacement of an Existing private culvert crossing the Claribel Lateral Within APN: 064-032-076:

At the hour of 9:44 a.m., the Board welcomed public comment.

Public Comment closed at 9:44 a.m. and the Board Meeting continued.

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

The motion passed by a 4-0 vote.

Item No. 9

Review and take possible action regarding the elimination of the Assistant Water Operations Manager position and replacing it with Water Operations Manager and placement within the Management Benefits Group (to be addressed after closed session Item 15)

A motion was made by Director Tobias, and seconded by Director Santos, to eliminate the Assistant Water Operations Manager position and replace it with Water Operations Manager and place the position within the Management Benefits Group:

At the hour of 12:00 p.m., the Board welcomed public comment.

Public Comment closed at 12:00 p.m. and the Board Meeting continued.

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

The motion passed by a 4-0 vote to approve.

COMMUNICATIONS
ITEM NOS. 10-13

Item No. 10
Directors' Comments/Suggestions

Director Santos:

Director Santos expressed that she was glad to see a full house in the audience. She is looking forward to upgrades we are working on and mentioned that construction has several projects that started early. Director Santos is looking forward to a positive year going forward. Director Santos said happy new year.

Director Tobias:

Director Tobias thanked staff and expressed that he is looking forward to a prosperous year.

Director Doornenbal:

Director Doornenbal said Happy New Year and expressed that OID will continue to give the best service we can.

Director Orvis:

Director Orvis said Happy New Year. Director Orvis also commented on his pray for rain signs. Director Orvis thanked the audience for their attendance and wished everyone all the best in 2024. Director Orvis expressed the same sentiment as Director Doornenbal, that OID will continue to give the service we expect.

Item No. 11
Committee Reports

Director Tobias stated that the Personnel Committee meeting report will be covered in Closed Session.

Item No. 12
General Manager's report on the status of OID activities

Water Counsel, Tim O'Laughlin, addressed the issue regarding Eastern San Joaquin Groundwater Authority (ESJGA) Dues FY 2024.

Item No. 13
Water Counsel Report

Water Counsel expressed that his report would be addressed in Closed Session.

At 9:55 a.m., President Orvis read the items to be discussed in closed session and opened for public comment on these items.

At the hour of 9:55 a.m., public comment opened.

At the hour of 9:55 a.m., public comment closed and the Board took a recess and reconvened to closed session at 10:01 a.m.

CLOSED SESSION
ITEM NO. 14 and 15

- 14 Government Code §54956.9(d)(1) – Existing Litigation – 2 cases
(SWB consolidated cases)
- 15 Government Code §54957(b)(1) – Personnel Evaluation (3 items)

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

At the hour of 11:58 a.m. the Board reconvened to Open Session.

OTHER ACTION

At the hour of 12:01 p.m. the meeting was adjourned.

The next Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 6, 2024, 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 Project and Tri-Dam Authority and other joint business matters is scheduled for **Thursday,**

February 15, 2024, at 9:00 a.m. at the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, California.

Attest:

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

DRAFT

BOARD AGENDA REPORT

Date: February 06, 2024
Item Number: 2
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>
Njirich & Son's, Inc.	North Main Canal Tunnels 3 & 4 Rehabilitation \$	1,713,552.05
IRS	Payroll Taxes	59,429.50
Sutter Health Plus	Healthcare Insurance – February	53,781.33
CalPERS	Retirement Contribution	40,503.54
Kaiser	Healthcare Insurance – February	35,262.95
VOYA Retirement	Retirement Contribution	11,924.50
PG&E	Electricity – December	11,175.10
EDD	Payroll Taxes	11,120.90
C.J. Brown & Company, CPA's	2023 Audit of Financial Statement Billing	10,932.00
ACWA-JPIA	Dental and Vision Insurance – February	9,861.66
	Other Obligations:	96,219.35
	Total Obligations:	\$ 2,053,762.88

FISCAL IMPACT: \$2,053,762.88

ATTACHMENTS:

- Statement of Obligations – Check Register

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:

OAKDALE IRRIGATION DISTRICT

STATEMENT OF OBLIGATIONS

02/06/2024

Accounts Payable

Check Register - January 9, 2024 - January 28, 2024



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
112241	1/12/2024	Internal Revenue Service	\$ 998.03	Payroll Taxes
112242	1/12/2024	Employment Development Department	230.91	Payroll Taxes
116241	1/16/2024	California Public Employees' Retirement System	383.12	Retirement Contribution
119241	1/19/2024	Internal Revenue Service	58,431.47	Payroll Taxes
119242	1/19/2024	VOYA Retirement	11,924.50	Retirement Contribution
119243	1/19/2024	ICMA Retirement	2,021.59	Retirement Contribution
119244	1/19/2024	California Public Employees' Retirement System	40,120.42	Retirement Contribution
119245	1/19/2024	Employment Development Department	10,889.99	Payroll Taxes
34336	1/22/2024	ABS Presort, Inc.	2,275.77	Volumetric Statements and Business Cards
34337	1/22/2024	Ace Hardware	290.21	Chlorine, Pump Sprayer, Valves and Elbows
34338	1/22/2024	ACWA-JPIA	9,861.66	Dental and Vision Insurance - February
34339	1/22/2024	Airgas USA, LLC	142.34	Plasma Tips and Lens
34340	1/22/2024	Ameriflex	1,633.31	FSA-125 - PPE: 01/13/24
34341	1/22/2024	Ardurra Group, Inc.	5,682.50	WR# 002
34342	1/22/2024	Sierra Mountain Construction, Inc.	157.52	Hydrant Meter Refund
34343	1/22/2024	California State Disbursement Unit	533.53	Levy
34344	1/22/2024	Central Valley Software Solutions, LLC	4,300.00	2024 Storm Support Agreement
34345	1/22/2024	Central Valley Pump, Inc.	920.00	WR# 014 - Wyatt Deep Well Assessment
34346	1/22/2024	Central Irrigation Modesto, LLC	514.09	Elbows
34347	1/22/2024	C.J. Brown & Company, CPA's	10,932.00	2023 Audit Of Financial Statement Billing
34348	1/22/2024	Colonial Life	2,365.32	Supplemental Insurance - December
34349	1/22/2024	Comcast Business	401.95	Office Phone Charges - January
34350	1/22/2024	Condor Earth Technologies, Inc.	98.50	WR# 030 - OID Ongoing CalARP Support 2023
34351	1/22/2024	CoreLogic Solutions, LLC	300.50	Real Quest - December
34352	1/22/2024	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	4,992.00	Legal Matters
34353	1/22/2024	Davids Engineering, Inc.	8,074.25	WR# 015 - OID Water Budget Update for 2020 - 2022
34354	1/22/2024	Denair Lumber Company, Inc.	41.52	Lumber
34355	1/22/2024	EZ Haul	8,034.72	Premier Plug
34356	1/22/2024	Fastenal Company	2,437.75	Flapping Wheels, Ladders, Cutting Wheels and Flap Disks
34357	1/22/2024	First Choice Industrial Supply Inc.	533.97	Can Liners and Gloves
34359	1/22/2024	Fresno Valves & Castings, Inc.	1,987.27	Slide Gate
34360	1/22/2024	George Reed, Inc.	606.35	AB-CL II
34361	1/22/2024	Gilton Resource Recovery Transfer Facility, Inc.	637.30	Solid and Green Waste - December
34362	1/22/2024	Gilton Solid Waste Management, Inc.	104.00	Refuse Charges - December
34363	1/22/2024	Goodwin, David	325.00	Small Claim Reimbursement
34364	1/22/2024	Grainger	238.25	Hornet Spray
34365	1/22/2024	Haidlen Ford	677.03	Belt, Fuel Injector Kit, Motor and Fan Assembly
34366	1/22/2024	Hassell, Julie M.	288.00	Health and Wellness Reimbursement July-December 2023
34367	1/22/2024	Hunt & Sons Inc.	5,893.63	Fuel
34368	1/22/2024	Industrial Electrical Co. Inc.	6,331.18	WR# 012 - On-Call Backup Generator Troubleshooting Support
34369	1/22/2024	Kaiser Foundation Health Plan, Inc.	35,262.95	Healthcare Insurance - February
34370	1/22/2024	Ketchum Jr., Castle	30.52	On Call Mileage Reimbursement
34371	1/22/2024	Mendes, Dylan	75.00	Steel Toe Boot Reimbursement
34372	1/22/2024	Mission Uniform Service	420.92	Uniform Services
34373	1/22/2024	Modesto Steel Company, Inc.	2,821.70	Flat Bars and Beams
34374	1/22/2024	Moore Quality Galvanizing L.P.	940.13	Galvanized Channel, Pipe and Caps
34375	1/22/2024	Morrill Industries, Inc.	124.52	Gaskets
34376	1/22/2024	NBS	250.00	Consulting Services - Irrigation COS Study
34377	1/22/2024	Next Level Parts, Inc.	193.79	Batteries
34378	1/22/2024	Njirich & Son's, Inc.	1,713,552.05	North Main Canal Tunnels 3 & 4 Rehabilitation - December
34379	1/22/2024	Occu-Med, Ltd.	269.05	Pre-Employment Medical Exams
34380	1/22/2024	ODP Business Solutions LLC	100.52	Toner
34381	1/22/2024	Operating Engineers Union Local No. 3	3,381.00	Union Dues - PPE: 01/13/24
34382	1/22/2024	P G & E	11,175.10	Electricity - December
34383	1/22/2024	Portola Systems, Inc.	650.81	Microsoft 365 Monthly Subscription - January
34384	1/22/2024	Resource Building Materials	408.82	Redi Mix
34385	1/22/2024	Safe-T-Lite of Modesto, Inc.	1,125.99	Barricade Lites and Waffle Boards
34387	1/22/2024	Stanislaus County Farm Bureau	1,000.00	Agricultural Supervisory Development Academy-V Rocha & M Wann
34388	1/22/2024	SWRCB Accounting Office	1,068.00	2024 Annual Permit - Greger Facility
34389	1/22/2024	Steve Harkrader Trucking	3,965.00	Dirt Hauling Services
34390	1/22/2024	Sutter Health Plus	53,781.33	Healthcare Insurance - February
34391	1/22/2024	Target Specialty Products	6,480.83	Payload
34392	1/22/2024	Van Fleet, Bryant	15.00	Productivity Enhancement Certificate Reimbursement
34393	1/22/2024	Verizon Wireless	2,359.29	Cell Phone and Ipad Charges - December

Accounts Payable
Check Register - January 9, 2024 - January 28, 2024



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
34394	1/22/2024	WC Maloney, Inc.	5,975.00	WR# 007 - Wall Sawing Services
34395	1/22/2024	White Cap Construction Supply	432.11	End Snap Ties
12220241	1/22/2024	California Department of Tax & Fee Administration	1,292.00	2023 Sales Tax
			<u>\$ 2,053,762.88</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
2/06/2024

Voided Checks: 34358, 34386 and 34396

THE FOREGOING CLAIMS, NUMBERED 34336 THROUGH 34396, 112241 THROUGH 112242, 116241, 119241 THROUGH 119245, 12220241. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 6, 2024
Item Number: 3
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT FOR THE YEAR ENDED DECEMBER 31, 2023

RECOMMENDED ACTION: Approve the Treasurer's Report for the Year Ended December 31, 2023

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of December 31, 2023. The month ended with \$66.2 million in designated reserves, \$1.4 million in restricted cash and \$10.1 million in operating cash.

Draft Financial Statements for the year ending December 31, 2023, will be presented after final invoices are received and final adjustments made.

Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

➤ Treasurer's Report

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:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING DECEMBER 31, 2023

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING DECEMBER 31, 2023

PERIOD ENDING	12/31/2023	RATE	11/30/2023	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$177,212.72	3.929%	\$178,364.40	(\$1,151.68)
OAK VALLEY COMMUNITY BANK CHECKING	1,410,548.54		1,153,146.98	257,401.56
OVCB BUSINESS PLUS SAVINGS	8,306,340.02		9,241,846.64	(935,506.62)
US BANK	66,345,429.49	4.140%	65,788,083.41	557,346.08
<i>TOTAL TREASURY FUNDS</i>	<u>76,239,530.77</u>		<u>76,361,441.43</u>	<u>(121,910.66)</u>
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,461,429.82		1,473,734.04	(12,304.22)
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,461,429.82</u>		<u>1,473,734.04</u>	<u>(12,304.22)</u>
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$77,700,960.59</u>		<u>\$77,835,175.47</u>	<u>(\$134,214.88)</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2023

DISTRICT CASH AND CASH EQUIVALENTS		12/31/2023	12/31/2022	NET CHANGE
Beginning Balance: 12/1/2023		\$76,361,441.43		
Receipts / Earnings / Transfers		2,811,195.09		
Expenditures / Transfers		(2,933,105.75)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	12/31/2023	\$76,239,530.77	\$69,281,052.30	\$6,958,478.47

GENERAL FUND

Beginning Balance: 12/1/2023		\$10,272,878.41		
<u>RECEIPTS / EARNINGS</u>				
Net Investment Income	568,465.49			
Collection Receipts	2,242,729.60			
Total Receipts:		2,811,195.09		
<u>EXPENDITURES</u>				
Accounts Payable	2,528,605.01			
Payroll	404,500.74			
Total Expenditures:		(2,933,105.75)		

BALANCE ON HAND:	12/31/2023	\$10,150,967.75	\$7,676,960.98	\$2,474,006.77
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DESIGNATED FUNDS:

JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 12/1/2023		\$14,474,566.76		
Transfer from General Fund		0.00		
Transfer Funds to General Fund		0.00		
BALANCE ON HAND:		\$14,474,566.76	\$14,529,880.53	(\$55,313.77)

CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 12/1/2023		\$17,759,975.25		
Transfer from General Fund		0.00		
Transfer to General Fund		0.00		
BALANCE ON HAND:	12/31/2023	\$17,759,975.25	\$15,761,438.88	\$1,998,536.37

DEBT SERVICE RESERVE - maximum \$21,145,000

Beginning Balance: 12/1/2023		\$13,000,000.00		
Transfer from General Fund		0.00		
Transfer Funds to General Fund		0.00		
BALANCE ON HAND:		\$13,000,000.00	\$13,000,000.00	\$0.00

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2023

DISTRICT CASH AND CASH EQUIVALENTS	12/31/2023	12/31/2022	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 12/1/2023	\$12,953,355.86		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$12,953,355.86	\$11,833,896.01	\$1,119,459.85

MUNICIPAL CONSERVATION PROJECT RESERVE

Beginning Balance: 12/1/2023	\$7,381.46		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$7,381.46	\$198,873.49	(\$191,492.03)

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 12/1/2023	\$2,507,937.96		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$2,507,937.96	\$2,507,937.96	\$0.00

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 12/1/2023	\$1,160,211.76		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2023	\$1,160,211.76	\$1,085,724.05	\$74,487.71

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 12/1/2023	\$2,190,836.93		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 12/31/2023	\$2,190,836.93	\$587,137.19	\$1,603,699.74

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 12/1/2023	\$1,025,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2023	\$1,025,000.00	\$1,025,000.00	\$0.00

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 12/1/2023	\$1,009,297.04		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2023	\$1,009,297.04	\$1,074,203.21	(\$64,906.17)

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2023

DISTRICT CASH AND CASH EQUIVALENTS	12/31/2023	12/31/2022	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 12/1/2023	\$1,473,734.04		
Receipts	69,776.63		
Expenditures	(82,080.85)		
BALANCE ON HAND: 12/31/2023	\$1,461,429.82	\$1,449,195.87	\$12,233.95

FILED: January 30, 2024 STATE OF CALIFORNIA / COUNTY OF STANISLAUS

BOARD AGENDA REPORT

Date: February 6, 2024
Item Number: 4
APN: 063-028-024

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

RECOMMENDED ACTION: Approve Discharge Agreement on the Riverbank Lateral

BACKGROUND AND/OR HISTORY:

Annual Discharge Agreements are required to permit the owner of the parcel noted above to discharge water from the property into the OID Riverbank Lateral. The recommended 2024 Discharge Agreement fee, a total of \$2,350.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the discharge all year. Staff recommends approval of the attached 2024 Agreement as drafted.

FISCAL IMPACT: Sconza Annual Discharge Fee = \$2,350.00 (OID Income)

ATTACHMENTS:

- Discharge Agreement with Sconza Candy Company

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
DISCHARGE AGREEMENT
WITH
SCONZA CANDY COMPANY**

This Agreement is made and entered into as of the _____ day of February, 2024, by and between Oakdale Irrigation District ("DISTRICT") and Sconza Candy Company ("SCONZA").

W I T N E S S E T H

RECITALS:

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

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

I. Definitions

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

II. Flow

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

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

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

III. **Water Quality**

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

release of SCONZA'S Discharge be restricted or be treated before being released into the Irrigation System, DISTRICT shall have the right to unilaterally amend this Agreement to require SCONZA to conform to such order at SCONZA'S sole expense.

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

IV. **Monitoring**

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

V. **Warranties**

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

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

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

VI. **Maintenance and Operations**

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

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

VII. Use of Irrigation System

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

VIII. **Defense, Indemnification, Liability and Damages**

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

IX. **Payment**

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

1. "Retainer" is calculated using 1.25 Agricultural Water hours per week over a 52-week period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to an annual fee of \$2,350.00 for 2024.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

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

XI. Assignment

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

XII. Term

This Agreement shall continue in force and effect for a period of one (1) year unless it is terminated in accordance with the provisions of Section X of this Agreement. Negotiations to renew the Agreement must be initiated at least three (3) months prior to expiration. In the event that neither party initiates negotiations three (3) months prior to termination of this Agreement, the current conditions of this Agreement shall remain in effect for at least three (3) months once notification of the intent to renegotiate is made in writing. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. Miscellaneous Provisions

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

Ronald Sconza
President and CEO
Sconza Candy Company
1400 Yosemite Avenue
Oakdale, CA 95361

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

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

2. This Agreement fully incorporates the agreements and understandings of SCONZA with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, agreements (including the Interim Agreement) and other communications between SCONZA and DISTRICT are superseded by this Agreement. The parties have read and fully understand the terms of this Agreement and have had the opportunity to be advised by an attorney with respect to this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.
3. This Agreement has been negotiated and executed in the State of California. If there is a lawsuit, SCONZA agrees to submit to the jurisdiction of the courts of Stanislaus County, State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
4. The words "SCONZA" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or

unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Agreement in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.

5. The parties shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Agreement shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent by that party in any instance shall not constitute continuing consent.

SCONZA CANDY COMPANY

Ronald Sconza
President and CEO

Date

OAKDALE IRRIGATION DISTRICT

Scot A. Moody
General Manager/ Secretary

Date

BOARD AGENDA REPORT

Date: February 6, 2024
Item Number: 5
APN: 062-010-026

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

RECOMMENDED ACTION: Approve Storm Drainage Agreement on the Langworth Pipeline

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Langworth Pipeline. The recommended 2024 Storm Drainage Agreement fee, a total of \$320.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2024 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$320.00 (OID Income)

ATTACHMENTS:

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

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
1205 East F Street
Oakdale, CA 95361

APN: 062-010-026

STORM DRAINAGE AGREEMENT ON THE LANGWORTH PIPELINE

THIS STORM DRAINAGE AGREEMENT executed this _____ day of February, 2024 by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and BRAKER INVESTMENTS, INC., hereinafter referred to as "OWNER" sets forth agreements as follows:

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

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

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

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

I. Definitions

- A. "Conveyances" shall mean the water distribution system consisting of conduits and appurtenant facilities for the transportation, control and distribution of irrigation water that DISTRICT owns, maintains and operates.

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

II. **Flow**

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

- 1. Except as provided in this Discharge Agreement, OWNER may not release Discharge into any CONVEYANCES other than the above described DISTRICT facility.
- 2. The rate of flow of said Discharge into the Conveyances shall not exceed 280 gpm. OWNER shall provide DISTRICT with any and all applicable pump curves. OWNER shall reduce its rate of flow of said Discharge upon telephonic request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that the flow may exceed the capacity of said DISTRICT facility, taking into consideration the amount of water already in, or about to be in, said Conveyances. DISTRICT use of conduits shall take precedence.
- 3. The right of DISTRICT to control the flow of OWNER Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.
- 4. OWNER shall have in place a regulating valve(s) at the inlet and/or termination of its Discharge lines (within the limits of DISTRICT easement). Construction, installation, reconstruction, modification, and repair of the Discharge lines and regulating valve(s) shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Standards and Specifications, at OWNER's sole expense. The regulating valve(s) shall be secured by lock and key to which only OWNER and DISTRICT have access. Under non-emergency circumstances, DISTRICT shall not close the regulating value(s) until after it has given notice to OWNER that it intends to do so.

III. **Water Quality**

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

7. OWNER warrants that the Discharge into DISTRICT Conveyances pursuant to this Agreement shall comply at all times with the quality standards of any federal, state, regional, or local governmental agency.

IV. **Monitoring**

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

V. **Warranties**

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

VI. **Maintenance and Operations**

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Langworth Pipeline or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.
2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.
3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the Conveyances

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

VII. Use of Conveyances

1. OWNER rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Conveyances or of any other facilities or property of DISTRICT. Any use made by OWNER of the Conveyances pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Conveyances. OWNER use of the Conveyances is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Conveyances.
2. In Emergency Circumstances, DISTRICT may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT use of the Conveyances.
3. This Agreement only creates the ability of OWNER to use the Conveyances for the purposes specified herein and the conditions specified herein. It does not create any equitable interest in the Conveyances, or an easement, nor does it convey to OWNER any right, title or interest in or to any property or facility of DISTRICT. OWNER shall make no other use of the Conveyances other than as expressly provided in this Agreement.
4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the Conveyances easements or rights of way, any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Conveyances, easements and rights of way.

5. Upon termination of this Agreement, DISTRICT may prevent further Discharge to the Conveyances either by requiring that OWNER close the valves owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. Defense, Indemnification, Liability and Damages

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

IX. Payment

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

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21-week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for in-District property which equates to \$320.00 for 2024.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.

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

X. **Termination**

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

XI. **Assignment**

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

XII. **Term**

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

XIII. Miscellaneous Provisions

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

OWNER

Braker Investments, Inc
Lazy B Mobile Home Park
1666 Sugarloaf Drive
San Mateo, California 94403

DISTRICT

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

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

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

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

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

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

OAKDALE IRRIGATION DISTRICT
"DISTRICT"

Scot A. Moody
General Manager/Secretary

Date

GORDON BRAKER PLUMBING CONTRACTOR INC.
"OWNER"

Wade Braker, President
Braker Investments, Inc.

Date

EXHIBIT "A"

Legal Description of Subject Property

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

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

End of Description

APN: 062-010-026

BOARD AGENDA REPORT

Date: February 6, 2024
Item Number: 6
APN: 006-012-081

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

RECOMMENDED ACTION: Approve Storm Drainage Agreement on the Reed Pond

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Reed Pond. The recommended 2024 Storm Drainage Agreement fee, a total of \$320.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2024 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$320.00 (OID Income)

ATTACHMENTS:

- Storm Drainage Agreement with River Oak Grace Church

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
1205 East F Street
Oakdale, CA 95361

APN: 006-012-081

STORM DRAINAGE AGREEMENT ON THE REED POND

THIS STORM DRAINAGE AGREEMENT executed this ____ day of February, 2024, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and RIVER OAK GRACE COMMUNITY CHURCH, hereinafter referred to as "OWNER" sets forth agreements as follows:

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

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

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

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

I. Definitions

- A. "Conveyances" shall mean the water distribution system consisting of conduits and appurtenant facilities for the transportation, control and distribution of irrigation water that DISTRICT owns, maintains and operates.

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

II. **Flow**

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

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

III. **Water Quality**

- 1. OWNER shall not release any Discharge into any CONVEYANCES that would cause DISTRICT to fail to meet water quality standards that are now

or may be imposed upon DISTRICT'S CONVEYANCES by any federal, state, regional, or local regulatory agency; or would cause DISTRICT to fail to meet water quality standards hereafter established by DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.

2. OWNER shall take whatever actions are necessary or required by Stanislaus County to ensure that the Discharge released into the Conveyances meets with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program at the Discharge point in the Conveyances.
3. OWNER shall not release any Discharge into the Conveyances that is not in conformity with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program applicable to the release of the Discharge.
4. If the Discharge released by OWNER into the Conveyances causes or threatens to cause significant degradation of the quality of water in the Conveyances or downstream, the DISTRICT may require that OWNER immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of DISTRICT or interested governmental agency. Should any court or governmental agency order, by way of a final non-appealable order, that the release of OWNER Discharge be restricted or be treated before being released into the Conveyances, DISTRICT shall have the right to unilaterally amend this Agreement to require OWNER to conform to such order at OWNER's sole expense.
5. OWNER shall not discharge any Hazardous Material into the Conveyances. OWNER shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the Conveyances at OWNER's sole expense, to the satisfaction of DISTRICT and any interested governmental agency.
6. OWNER shall be responsible for the quality of the Discharge released into the Conveyances and shall ensure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by OWNER that does not comply with the requirements of this Agreement shall be solely the responsibility of OWNER.
7. OWNER warrants that the Discharge into DISTRICT Conveyances pursuant to this Agreement shall comply at all times with the quality standards of any federal, state, regional, or local governmental agency.

IV. **Monitoring**

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

V. **Warranties**

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

VI. **Maintenance and Operations**

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Reed Pond or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.
2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.

3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the Conveyances pursuant to this Agreement shall be the responsibility of OWNER. OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require OWNER to repair or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT use of the Conveyances. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at OWNER's sole expense. DISTRICT shall in no way be obligated to move, repair, and/or replace such works of OWNER in the event of a realignment, reconstruction, or piping of the Conveyances.

VII. Use of Conveyances

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

remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. **Defense, Indemnification, Liability and Damages**

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

IX. **Payment**

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

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21-week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$320.00 for 2024.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. **Termination**

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

XI. **Assignment**

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

XII. **Term**

This Agreement shall continue in force and effect for a period of one (1) year from the date of execution, unless it is terminated in accordance with the provisions of Section X

of this Agreement. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. Miscellaneous Provisions

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

OWNER

Lead Pastor/Elder Board Chairman
River Oak Grace Community Church
7712 Rodden Road
Oakdale, California 95361

DISTRICT

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

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

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

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

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Scot A. Moody
General Manager/Secretary

Date

**RIVER OAK GRACE COMMUNITY CHURCH
"OWNER(S)"**

Korey Buchanek, Senior Pastor

Date

Derek Blevins, Elder Board Chairman

Date

Ron Waymen, Elder Board Secretary

Date

Don Paulsen, Elder Board Treasurer

Date

EXHIBIT "A"

Legal Description of Subject Property

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

Beginning at a point of intersection of the Southerly line of 28 Mile Road with the Easterly line of the Southern Pacific Railroad right of way; thence South 72° 48' East, a distance of 385.34 feet; thence South 68° 18' East, a distance of 222.38 feet; thence South 64° 11' East, a distance of 650.58 feet; thence South 23° 05' 40" West, a distance of 454.28 feet; thence South 14° 39' 20" East, a distance of 1064.75 feet, to the centerline of the Stanislaus River; thence South 67° 30' West, a distance of 297.36 feet to a point on said Easterly railroad line; thence Northwesterly along said Easterly line of said railroad, to the Point of Beginning.

Also, that portion of land described as a Lot Line Adjustment and recorded as Instrument No. 92-2142 in the Office of the Stanislaus County Recorder on January 9, 1992.

Less that portion of land described as a Lot Line Adjustment and recorded as Instrument No. 92-2143 in the Office of the Stanislaus County Recorder on January 9, 1992.

End of Description

APN: 006-012-081



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF February 6, 2024

BOARD AGENDA REPORT

Date: February 6, 2024
Item Number: 7
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION TO CONSIDER A ONE-YEAR FORBEARANCE TO ALLOW UNUSED WATER PURCHASED IN 2023 TO BE MADE AVAILABLE DURING THE 2024 IRRIGATION SEASON

RECOMMENDED ACTION: Approval of Resolution 2024-01

BACKGROUND AND/OR HISTORY:

Calendar year 2023 was the first year of the Oakdale Irrigation District's (OID) 10-Year Out-of-District Water Sale Program (Exhibit B). Calendar year 2023 was also a historic year for precipitation and as such the irrigation season started substantially later than in normal years. These issues, along with landowner operational adjustments and the need to install infrastructure, caused some landowners to not be able to use all the water that they had purchased for the calendar year.

Several of these landowners have approached the District asking that the District forbear from exercising the District's rights under the 2023 10-Year Out-of-District Water Sale Program. The OID Board of Directors discussed the issue during the January 16th regular meeting and directed staff to bring a resolution to the board for consideration of approval.

FISCAL IMPACT: none

ATTACHMENTS: Resolution 2024-01 and Exhibit B

Board Motion:

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

VOTE

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2024-01**

**RESOLUTION TO PROVIDE A ONE-YEAR
FORBEARANCE TO ALLOW CREDIT FOR UNUSED
WATER PURCHASED IN 2023 TO BE MADE
AVAILABLE TO PURCHASE WATER DURING
THE 2024 IRRIGATION SEASON**

WHEREAS, the Oakdale Irrigation District (“District”) operates under and by virtue of Division 11 of the California Water Code; and

WHEREAS, in 2023, the District established a “10-Year Out-of-District Water Sale Program” (“Program”); and

WHEREAS, in 2023, the Oakdale Irrigation District entered into a 10-Year Out-of-District Water Sale Agreement (“Agreement”) with twenty landowners (“Landowners”); and

WHEREAS, Landowners own agricultural property outside of OID’s service area boundary; and

WHEREAS, the District is the owner of Pre-1914 and post-1914 appropriative water rights to the Stanislaus River, and

WHEREAS, due to the District engaging in ongoing conservation practices and improvements in facilities, the District has surplus water (“water”) that it can sell in accordance with California Water Code section 22259; and

WHEREAS, under the Agreement, the parties intend to facilitate a sale of surplus water when available.

WHEREAS, Landowners received unprecedented rainfall in the 2022/2023 water year; and

WHEREAS, due to the unprecedented rainfall, there was a later start to the irrigation season and, therefore, less irrigation water was required during the irrigation season; and

WHEREAS, during the inaugural irrigation season, Landowners had to make operational adjustments to new private irrigation systems that delayed the delivery of water; spend capital to install turnouts to receive water and to pay for water in advance of the irrigation season; and

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

1. It is in the best interest of the District to sell surplus surface water to Landowners within the Modesto Subbasin and the Eastern San Joaquin Groundwater Subbasin. The sale of surplus surface water to these Landowners means less groundwater will be pumped from those basins.
2. In connection with applying to participate in the Program, Landowners made, executed and delivered to District, a valid and enforceable Agreement.
3. Landowners have requested that District forbear from exercising District's rights and remedies available to it at law, equity and otherwise under the Agreement, specifically in the Terms and Conditions of the Agreement (Exhibit B). Landowners have requested that the District allow the unused portion of the nonrefundable payment (2023 Credits) from 2023, year one of the program, be carried forward for use in the 2024 Irrigation season. District is willing and hereto agrees to forbear from exercising the enforcement of its rights under the following conditions:
 - a. The 2024 minimum water purchase will still be required.
 - b. The 2024 funds received for the minimum water purchase will be applied to the 2024 water deliveries prior to any 2023 Credits are applied.
 - c. The 2023 Credit will be applied to additional water delivered in the 2024 irrigation season while out-of-District water is still available.
 - d. The 2023 Credit will be applied to 2024 water deliveries at the 2024 rate.
 - e. At the end of the 2024 irrigation season, any funds remaining from the 2024 minimum water purchase and the 2023 Credits carried forward will be forfeited to the District under the original terms of the Agreement.
4. District's agreement to forbear is without waiver of any term, covenant, or condition to be performed or satisfied by Landowners respectively pursuant to the Agreement, except as otherwise provided herein.
5. Landowners must make full, timely, and punctual performance of each of the other terms of the Agreement, except as otherwise provided herein or by the transactions contemplated herein.
6. Landowners shall not do anything that would constitute a breach of the Agreement, the documents and instruments executed in connection with the Agreement.
7. In addition to Landowners performing in accordance with the terms and provisions of the Agreement and the documents and instruments executed in connection with the Agreement, Landowners shall continue to perform in accordance with all of the terms, covenants, and conditions of the Agreement except as they may be modified per the terms of the Agreement.

Upon Motion of Director _____, seconded by Director _____,
and duly submitted to the Board for its consideration, the above-titled Resolution is adopted
this _____ day of _____, 2024.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

EXHIBIT B



TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE OAKDALE IRRIGATION DISTRICT BOUNDARIES DURING THE 10-YEAR OUT-OF-DISTRICT WATER SALE PROGRAM

Approved February 7, 2023

Program Description

- A. Provide a method for eligible lands to contract with Oakdale Irrigation District (OID or District) for out-of-district water service for 10-years (Program) to put OID's surplus water to beneficial use and avoid the need for annual out-of-district water sales contracts.
- B. The Program will be limited to lands that are already irrigated (Ref. 3c.) and can receive OID water from existing and proposed temporary or permanent delivery facilities (Ref. 7 a. and 7 b.).
- C. Program enrollment is limited to parcels for which applications were received prior to the September 2, 2022 deadline. To the extent that the foregoing parcels are not interested in Program participation, OID may, at its sole discretion allow other eligible parcels to participate in the Program.

Terms and Conditions

1. Process: Landowners who wish to enroll in the Program must sign the Program Agreement by March 31, 2023. **Approval of an application and/or Program participation does not create any other or future rights of applicant to receive water from OID or be considered for annexation into OID. OID may, at its sole discretion, consider water service and annexations in the future.**
2. Conditions: Landowners must sign and agree to abide by these Terms and Conditions for the Program. OID may terminate Program participation for any failure to comply with these Terms and Conditions that is not cured within 30 days of written notice.
3. Eligible Lands:
 - a) APNs: 010-027-005 & 010-027-007 (Orange Blossom Park) and Fringe Parcels need not apply or participate in the Program to receive out-of-district water.
 - b) Lands outside the OID sphere of influence are eligible only upon request and approval by OID's Board of Directors. At OID's discretion, applications that include requests for lands partially or completely outside the OID Sphere of Influence may be required to be accompanied by written confirmation that another district/agency's services will not be impacted or infringed upon by the receipt of water from OID.

- c) The area within the real property proposed for out-of-district water service must have been irrigated as of August 31, 2018, with access to a water source other than OID surplus water. Any OID surplus water provided through participation in the Program shall be used as a supplemental water source.
- d) OID will not consider any out-of-district water deliveries to lands whose conveyance relies on the use of the Stanislaus River, Cashman Creek or the South San Joaquin Irrigation District Main Canal.
- e) Landowner acknowledges that all applicant lands and proposed improvement projects are subject to environmental review by the District, its consultant(s), and/or the State. Avoidance and/or minimization measures may be identified through completion of the necessary environmental permitting for certain projects with an increased potential for environmental impacts.

4. Available Water:

- a) Out-of-district lands enrolled in the Program will be provided surplus water under OID's pre-1914 water right. Availability of pre-1914 water is limited to the diversion of the unimpaired/full natural flow occurring in the Stanislaus River at Goodwin Dam. Based on unimpaired/full natural flow and OID water use in average years, OID anticipates having pre-1914 water available through August in most years for out-of-District use. However, availability will vary from month-to-month and year-to-year with out-of-district demand and hydrology.
- b) Water year forecasts on availability of water in the Stanislaus River are provided in the second week of February, March, April and May by the California Department of Water Resources in their Bulletin 120 Report. The report can be found online <https://cdec.water.ca.gov/snow/bulletin120>.
- c) OID generally makes a surplus water determination in March of each year. That decision will be based on hydrologic conditions and publicly discussed at a meeting of the OID Board of Directors. Water made available to the Program will be predetermined pursuant to OID's Guiding Principles for Surplus Water and Service Expansion.
- d) **Landowners in the Program shall be required to purchase a minimum quantity of 1.5 acre-feet per irrigated acre each year of the Program when and if OID declares surplus water available (Minimum Quantity) subject to OID water availability and delivery.** Irrigated acreage will be confirmed by OID. In years when the hydrology indicates no surplus water is available or out-of-district deliveries are otherwise curtailed or suspended prior to the end of August, no Minimum Quantity is required to be purchased and a refund or credit will be provided for any out-of-district water already paid for and not delivered that year. The only exception to this minimum

purchase requirement are fringe parcels in accordance with the Fringe Parcels Water Allocation Policy adopted by Resolution No. 2017-07 on January 18, 2017. Fringe Parcels will have no upfront minimum purchase requirement.

- e) Landowners acknowledge and agree that the ability of the District to deliver water during certain periods is limited by capacity constraints in the District's North and South Main Canals and in various OID laterals emanating from those canals. In-district constituents will not be impacted by out-of-district water conveyance and delivery.
- f) The District estimates that up to 25,000 acre-feet of surplus water will be delivered annually to out-of-district lands via existing OID facilities without impacting in-district constituents. The District shall endeavor to deliver as much surface water as possible to out-of-district lands participating in this Program during the irrigation season recognizing limitations in 4a, 4c and 4e above. OID agrees that to the extent surplus water is available, Program participants shall be entitled to 25,000 acre-feet of available surplus surface water on Program lands. Delivery of water under the April 1, 2022 Water Transfer Agreement between OID, the South San Joaquin Irrigation District (SSJID), and the Chicken Ranch Rancheria of Me-Wuk Indians of California takes precedence over water provided to the Program. However, the Program shall have priority over other future surplus water transfers OID may pursue in the future.
- g) Upon written request from the landowner and prior approval by OID, the Minimum Water Purchase requirement may be waived for a period not to exceed one year to accommodate orchard or vineyard removal and replanting. Replanted orchards or vineyards will be provided the following alternative Minimum Purchase schedule, valid only during the 2 years after replanting has occurred:
 - Year One: Fallowing/land prep occurs; minimum Water Purchase waived
 - Year Two: 0.5 acre-feet per irrigated acre
 - Year Three: 1.0 acre-feet per irrigated acre

In the third year after replanting has occurred, the Minimum Water Purchase will return to 1.5 acre-feet per irrigated acre. In the event that a portion of an orchard or vineyard is replanted, only the replanted irrigated will be subject to the schedule above.

5. CEQA Compliance:

- a) A California Environmental Quality Act (CEQA) analysis for the Program is required to be performed by OID prior to implementation.
- b) Program Landowners shall pay for the CEQA analysis. A deposit of \$10

per irrigated acre was due at the time of OID acceptance of the Program application. Monies received will be applied first to the costs of the CEQA analysis for the Program. Upon completion of the CEQA analysis, the balance of any remaining funds will be refunded to the Landowner or, at the Landowner's request, may be credited toward subsequent Water Charges. Any CEQA analysis costs in excess of the monies received will be invoiced to the Landowners on a per acre basis. OID staff time costs related to biological field review and monitoring will be invoiced directly to the Landowner of the property on which the biological field review/monitoring occurs.

- c) If the legality of the Program is challenged, the OID Board may, in its discretion, choose not to defend the Program, and/or choose to terminate the Program.
- d) Construction related to the Program performed either by OID or the Landowner, shall not commence until the CEQA analysis has been completed.
- e) Program Landowners acknowledge that the use and selection of biologists and environmental consultants, as well as the CEQA document preparation, will be at the District's discretion. However, with OID's approval, Landowner's may opt to select their own qualified biologist to conduct the biological field review.
- f) Landowners agree to allow biological field review and/or monitoring by qualified biologists to occur on their property at their expense if deemed necessary by OID or its consultants for the CEQA analysis with prior notice. Biologists will be accompanied by OID staff on Landowner property during the initial field review(s). In certain circumstances where there is an increased potential for environmental impacts, mitigation or avoidance measures may be required by OID or the biologist to be incorporated into project construction. Failure of a Landowner to comply with these measures may at the District's discretion result in removal from the Program.

6. Price and Payment:

- a) The term of the initial Program will be 10 years commencing upon the start of the 2023 irrigation season as early as March 1, 2023 and ending as late as September 30, 2032.
- b) A minimum of 2 years prior to the conclusion of the 10-year period (September 30, 2030), Landowner(s) will have the option to exercise a Program extension for an additional 10 years at OID's sole discretion. Landowner notification to OID to exercise the first option for renewal will be required in writing prior to September 30, 2030 (year 8 of 10).
- c) The price for water (Water Charge) will be \$200 per acre foot during year 1

of 10 and will increase 3% each year thereafter.

- d) Landowners will be invoiced for the Minimum Quantity once the estimated surplus water volume, if any, is determined each year. Landowners shall submit a nonrefundable payment upfront for the Minimum Quantity prior to the receipt of any surplus water in any Program year. Any surplus water supplied above the minimum water usage will be charged at the per acre foot Water Charge and will be subsequently invoiced. Landowners will not be refunded for any water shortages as a result of the limitations in 4a and 4e above.
- e) Unpaid balances, should they occur, shall be considered delinquent 31 days after invoicing. Termination from the Program may occur at the District's discretion as a result of delinquent payments. Additionally, all unpaid balances shall accrue interest and penalties as set forth in the OID Rules and Regulations.

7. Turn-outs:

- a) Lands to be irrigated must be able to receive water from existing OID conveyance facilities. Landowners may add turn-outs to existing OID or private conveyance facilities provided the Landowner (1) obtains permission from OID; (2) pays all costs for construction and future maintenance of the diversion facility and appurtenances; and (3) obtains all applicable permits and approvals. Construction of new turnouts will be performed in accordance with OID's Irrigation and Drainage Infrastructure Installation Policy.
- b) Installation of new "temporary" private turn-out facilities located within District's rights-of-way for the purpose of the diversion of surplus water shall be so installed with the approval of OID's District Engineer. Such installations shall not impede the District's on-going operations and maintenance programs. "Temporary" turnouts may be utilized only until a permanent turnout is installed as specified in 7c and 7d below.
- c) Landowners without a permanent private turn-out facility must submit an OID Structure Review Application by along with the applicable processing fee no later than May 1, 2023 following the required CEQA approval. Upon OID's completion of the private turn-out structure design and construction cost estimate, the landowner will be required to submit a deposit for construction within 30-days of the date of the OID invoice.
- d) Once installation of a permanent turnout is completed, the landowner will be invoiced for the Minimum Quantity during the next full irrigation season. If construction of the permanent turnout is completed during the irrigation season, no Minimum Quantity will be required to be purchased during that irrigation season.

- e) Should the landowner wish to be billed by volume (per acre-foot), a flow measurement device integrated into OID's SCADA system, approved by the OID Water Operations Manager and accessible to OID employees must be installed within the OID right-of-way at the landowner's expense. If there is no such device, at the discretion and determination of the Water Operations Manager, water usage may be determined using crop specific evapotranspiration (ET) data and applying a 70% irrigation application efficiency during the time period which water was delivered.
- f) OID maintains the first right of refusal to complete the design, construction and future maintenance or replacement of any new permanent private out-of-district turn-out facility, flow meter, slide gate and SCADA appurtenances within OID's right-of-way at the landowner's expense.

8. Other Conditions:

- a) Surplus water purchased/delivered under the Program may not be re-sold.
- b) Surplus water purchased/delivered may not be used to expand irrigated acreage.
- c) An on-farm irrigation efficiency of seventy (70) percent or greater is required. At OID's request, Landowners 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. The burden is on the Landowner(s) to prove that a seventy (70) percent, or better, on-farm irrigation efficiency will be maintained.
- d) Landowner(s) shall ensure no agricultural tail water will leave the property during use of surplus water made available under this Program.
- e) The use of "surplus water" shall be for agricultural purposes only and the Landowner(s) shall demonstrate that the surface water received is put to reasonable and beneficial uses at all times. Non-beneficial uses include water for lawns, pasture without livestock, recreational ponds, and other practices as determined by the Water Operations Department. Surplus water shall not be used directly or indirectly for any domestic, commercial or industrial purposes.
- f) Any unauthorized private facilities or private facilities found to impede OID's operations and maintenance will be removed by the Landowner(s) or by the District at the Landowner's expense. The Landowner shall be held liable and responsible for the costs to repair any damage to OID facilities caused by the Landowner(s) or the Landowner(s) operations.
- g) Landowner(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 may at the District's discretion result in cessation of water delivery by the District and removal from the Program.

- h) At OID's request, Landowner(s) must provide proof of membership in the appropriate Water Quality Coalition.
 - i) **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 Program lands.**
 - j) **The District is under no future obligation beyond the term of this agreement to deliver surplus water to any diversion or service structures or facilities on behalf of the Program lands.**
 - k) This Agreement coincides with the parcel(s) enrolled and may be transferred to a new landowner upon written approval from OID. Additional acreage may not be added during ownership transfer.
 - l) Landowner may terminate Agreement by providing written notice to OID. If terminated prior to Year 10, the parcel(s) may not be re-enrolled within the 10-Year term.
 - m) Upon termination of this Agreement, the Landowner(s) agrees upon OID request to remove, or pay all costs incurred with removing, those facilities to OID's satisfaction within the OID Right-of-Way that were installed to serve the Landowner but are no longer needed for water deliveries as determined by the District.
 - n) Landowner(s) agree to provide direct vehicle ingress and egress to the Districts' agents during the term of this Agreement for those lands participating in the Program. Unless in an emergency situation, OID agrees to notify the Landowner prior to accessing those lands participating in the Program.
9. Hold Harmless: Landowner(s) hereby acknowledges that the District sells surplus 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.

BOARD AGENDA REPORT

Date: February 6, 2024
Item Number: 8
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE REVISED EMPLOYEE 2024 UNREPRESENTED SALARY AND WAGE SCHEDULES EFFECTIVE JANUARY 14, 2024

RECOMMENDED ACTION: Approve the Revised Employee 2024 Unrepresented Salary and Wage Schedules effective January 14, 2024

BACKGROUND AND DISCUSSION:

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

The attached Salary and Wage Schedules presented in this Agenda Report reflect the latest compensation earnable by Oakdale Irrigation District employees. The 2024 Unrepresented (Manager, Supervisor and Confidential) schedules were originally approved by the Board on December 5, 2023, following the adoption of the resolutions on May 7, 2023. This new revision includes the following changes:

- Eliminate the Assistant Water Operations position and replace with the Ag Water Operations Manager position, along with the corresponding salary range adjustment.
- A reclassification of the IT Administrator position to the IT Administrator and SCADA Supervisor position, along with the corresponding salary range adjustment.
- A revision of title and duties for the Water Operations/SCADA Supervisor position, to the new title of Water Operations Supervisor.

FISCAL IMPACT: Included in the 2024 Budget

ATTACHMENTS:

- 2024 Salary Schedule Per Classification – Unrepresented
-

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:

OAKDALE IRRIGATION DISTRICT
2024 SALARY SCHEDULE
UNREPRESENTED EMPLOYEES
EFFECTIVE JANUARY 14, 2024 - (2nd Revision)

HOURLY						BI-WEEKLY					MONTHLY					ANNUAL				
MANAGEMENT LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
AG WATER OPERATIONS MANAGER (New 1/14/24)	60.65	63.68	66.86	70.20	73.72	4,851.65	5,094.24	5,348.95	5,616.00	5,897.22	10,511.92	11,037.51	11,589.39	12,168.86	12,777.30	126,143.01	132,450.16	139,072.67	146,016.00	153,327.62
CHIEF FINANCIAL OFFICER/TREASURER	105.15	110.40	115.92	121.72	127.81	8,411.68	8,832.26	9,273.88	9,737.57	10,224.80	18,225.30	19,136.57	20,093.40	21,098.07	22,152.97	218,703.65	229,638.83	241,120.77	253,176.81	265,839.97
CONSTRUCTION AND MAINTENANCE MANAGER	60.65	63.68	66.86	70.20	73.72	4,851.65	5,094.24	5,348.95	5,616.00	5,897.22	10,511.92	11,037.51	11,589.39	12,168.86	12,777.30	126,143.01	132,450.16	139,072.67	146,016.00	153,327.62
GENERAL MANAGER					137.50					11,000.00					23,833.33					286,000.00
WATER OPERATIONS MGR / DISTRICT ENGINEER	81.60	85.68	89.96	94.46	99.18	6,527.97	6,854.36	7,197.08	7,556.94	7,934.78	14,143.93	14,851.12	15,593.68	16,373.36	17,192.03	169,727.13	178,213.48	187,124.16	196,480.37	206,304.38

SUPERVISORY LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
ASSISTANT ENGINEER	48.76	51.20	53.76	56.45	59.27	3,900.86	4,095.90	4,300.70	4,515.73	4,741.52	8,451.86	8,874.46	9,318.18	9,784.09	10,273.29	101,422.37	106,493.49	111,818.16	117,409.07	123,279.53
ASSOCIATE ENGINEER	56.94	59.79	62.77	65.91	69.21	4,555.07	4,782.82	5,021.97	5,273.06	5,536.72	9,869.32	10,362.79	10,880.92	11,424.97	11,996.22	118,431.83	124,353.42	130,571.09	137,099.65	143,954.63
FIELD OPERATIONS SUPERVISOR	45.92	48.22	50.63	53.16	55.82	3,673.64	3,857.32	4,050.19	4,252.70	4,465.33	7,959.55	8,357.53	8,775.41	9,214.18	9,674.89	95,514.66	100,290.39	105,304.91	110,570.16	116,098.66
FLEET/WAREHOUSE SUPERVISOR	43.88	46.07	48.37	50.79	53.33	3,510.19	3,685.70	3,869.99	4,063.49	4,266.66	7,605.42	7,985.69	8,384.98	8,804.22	9,244.44	91,265.04	95,828.29	100,619.70	105,650.69	110,933.22
HUMAN RESOURCES ADMINISTRATOR	49.27	51.74	54.33	57.04	59.89	3,941.96	4,139.06	4,346.01	4,563.31	4,791.48	8,540.91	8,967.96	9,416.36	9,887.18	10,381.53	102,490.97	107,615.52	112,996.30	118,646.11	124,578.42
IT SYSTEMS ADMINISTRATOR AND SCADA SUPV (Revised 1/14/24)	59.37	62.34	65.45	68.73	72.16	4,749.38	4,986.85	5,236.19	5,498.00	5,772.90	10,290.33	10,804.84	11,345.08	11,912.34	12,507.96	123,483.91	129,658.10	136,141.01	142,948.06	150,095.46
SAFETY COORDINATOR	49.73	52.22	54.83	57.57	60.45	3,978.63	4,177.57	4,386.44	4,605.77		8,620.37	9,051.39	9,503.96	9,979.16	10,478.12	103,444.48	108,616.70	114,047.53	119,749.91	125,737.41
WATER OPERATIONS SUPERVISOR	45.92	48.22	50.63	53.16	55.82	3,673.64	3,857.32	4,050.19	4,252.70	4,465.33	7,959.55	8,357.53	8,775.41	9,214.18	9,674.89	95,514.66	100,290.39	105,304.91	110,570.16	116,098.66
WATER UTILITIES SUPERVISOR (Title Revised 1/14/24)	48.45	50.87	53.41	56.08	58.89	3,875.70	4,069.48	4,272.96	4,486.61	4,710.94	8,397.35	8,817.21	9,258.07	9,720.98	10,207.03	100,768.16	105,806.57	111,096.90	116,651.74	122,484.33

NON-EXEMPT CONFIDENTIAL LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNTANT	38.89	40.83	42.87	45.02	47.27	3,110.93	3,266.48	3,429.80	3,601.29	3,781.35	6,740.35	7,077.36	7,431.23	7,802.79	8,192.93	80,884.14	84,928.35	89,174.77	93,633.51	98,315.18
ACCOUNT TECHNICIAN	32.31	33.92	35.61	37.39	39.26	2,584.71	2,713.94	2,848.80	2,991.24	3,140.80	5,600.20	5,880.21	6,172.40	6,481.02	6,805.07	67,202.35	70,562.47	74,068.75	77,772.19	81,660.80
EXECUTIVE ASSISTANT/CLERK TO THE BOARD	37.43	39.30	41.27	43.33	45.50	2,994.41	3,144.13	3,301.34	3,466.40	3,639.72	6,487.89	6,812.28	7,152.90	7,510.54	7,886.07	77,854.64	81,747.38	85,834.75	90,126.48	94,632.81
INVENTORY / PURCHASING CLERK	33.31	34.98	36.73	38.56	40.49	2,664.99	2,798.24	2,938.15	3,085.06	3,239.31	5,774.14	6,062.85	6,365.99	6,684.29	7,018.50	69,289.67	72,754.16	76,391.86	80,211.46	84,222.03
IT SUPPORT TECHNICIAN	38.89	40.83	42.87	45.02	47.27	3,110.93	3,266.48	3,429.80	3,601.29	3,781.35	6,740.35	7,077.36	7,431.23	7,802.79	8,192.93	80,884.14	84,928.35	89,174.77	93,633.51	98,315.18
PAYROLL CLERK / ADMINISTRATION CLERK	32.30	33.91	35.61	37.39	39.26	2,583.94	2,713.14	2,848.80	2,991.24	3,140.80	5,598.55	5,878.47	6,172.40	6,481.02	6,805.07	67,182.54	70,541.67	74,068.75	77,772.19	81,660.80
SENIOR ACCOUNTANT	40.83	42.88	45.02	47.27	49.63	3,266.69	3,430.02	3,601.52	3,781.60	3,970.68	7,077.82	7,431.72	7,803.30	8,193.47	8,603.14	84,933.89	89,180.59	93,639.62	98,321.60	103,237.68



COMMUNICATIONS

BOARD MEETING OF February 6, 2024



CLOSED SESSION ITEMS

**BOARD MEETING OF
February 6, 2024**