

**AGENDA
SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, FEBRUARY 20, 2018**

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

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

PLEDGE OF ALLEGIANCE

ROLL CALL Directors Orvis, Altieri, Doornenbal, Santos, DeBoer

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS – ITEM 1

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

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

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

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 - 8

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

2. Approve the **Board of Directors' Minutes of the Regular Meeting of January 9, 2018 and Resolution Nos. 2018-01, 2018-02, and 2018-03**
3. Approve the **Board of Directors' Minutes of the Regular Meeting of February 6, 2018, and Resolution Nos. 2018-04, 2018-05, 2018-06, 2018-07, 2018-08, 2018-09, 2018-10, 2018-11, and 2018-12**
4. Approve **Oakdale Irrigation District Statement of Obligations**
5. Approve **Improvement District Statement of Obligations**
6. Approve **Work Release No. 074 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Prepare a Plat and Legal Description for a Twenty Foot Easement for the Root Drain through APN: 006-002-089**
7. Approve **Award of Bid to Bonander Trailer for One (1) – 16K Tilt Bed Trailer**
8. Approve **Acceptance of Dedication of Domestic Water Distribution System for the Black Oak Court Subdivision (APNS: 010-025-104/105/106 – Arcos Family Revocable Trust, Steve and Tisha LeCouve)**

ACTION CALENDAR – ITEMS 9 - 11

9. Review and take possible action to **Start the Irrigation Season on March 1, 2018 with Anticipated Water Deliveries Beginning on March 3, 2018**
10. Review and take possible action to **Waive the \$100 Deposit and \$6 Late Charge Placed on Rural Water Account (APN: 010-075-020 - Silva)**
11. Review and take possible action to **Review the Night Meeting Schedule and Make Adjustments as Directed by the Board**

DISCUSSION - ITEM 12

12. Discussion on **2018 Water Operations and the Potential Sale of Surplus Water**

COMMUNICATIONS – ITEM 13

13. Oral Reports and Comments

- A. **General Manager's Report on Status of OID Activities**

B. Committee Reports

C. Directors' Comments/Suggestions

CLOSED SESSION - ITEM 14

14. Closed Session to discuss the following:

A. Government Code §54956.9(d)(4) – Initiation of Litigation
One (1) Case

B. Government Code §54956.8 Conference with Real Property Negotiator
Negotiating Parties: San Luis Delta Mendota Water Authority,
Department of Water Resources
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Terms

C. Government Code §54957.6 – Conference with Labor Negotiator
Labor Negotiator: Board of Directors
Employee General Manager

OTHER ACTION – ITEM 15

15. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 6, 2018 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, March 15, 2018 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

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

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



PUBLIC COMMENTS

No Information Included

SPECIAL BOARD MEETING OF FEBRUARY 20, 2018



AGENDA ITEMS CONSENT CALENDAR

SPECIAL BOARD MEETING OF FEBRUARY 20, 2018

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF JANUARY 9, 2018 AND RESOLUTION NOS. 2018-01, 2018-02, AND 2018-03

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of January 9, 2018
- Draft Resolution No. 2018-01
- Draft Resolution No. 2018-02
- Draft Resolution No. 2018-03

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
January 9, 2018

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

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

Staff Present: Steve Knell, General Manager
Eric Thorburn, Water Operations Manager
Jason Jones, Support Services Manager

Also Present: Kathy L. Monday, General Counsel

PRESENTATION **ITEM NO. 1**

Support Services Manager Jason Jones has completed the JPIA Supervisory Basics Certification Program through the Professional Development Program offered by ACWA/JPIA.

President Thomas D. Orvis presented Support Services Manager Jason Jones with a plaque recognizing his completion of the program.

ADDITION OR DELETION OF **AGENDA ITEMS**

There were no additions or deletions of Agenda Items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence

At the hour of 9:05 a.m. the Board welcomed public comment.

PUBLIC COMMENT
ITEM NO. 2

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

Director Altieri requested that Item No. 4 be pulled from the Consent Items; Director Santos requested that Item Nos. 3, 9, 11, 12, 13, and 14 be pulled from the Consent Items.

CONSENT ITEMS
ITEM NOS. 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21

ITEM NO. 5
APPROVE OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

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

ITEM NO. 6
APPROVE TREASURER AND CHIEF FINANCIAL
OFFICER'S REPORT FOR THE MONTH ENDING NOVEMBER 30, 2017

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the Treasurer and Chief Financial Officer's Report for the month ending November 30, 2017.

ITEM NO. 7
APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the assignment of the following Capital Work Order Numbers:

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
North Main	Install 1-16" Krohne flow meter, 2-15" starter couplers, 1-air vent assembly, 1-concrete connection collar, and 1-18" repair coupler. (APN: 002-073-001)	\$49,000	2017-052
East Stub Lateral	Install 1-20" Krohne flow meter, 4-21" starter couplers, 30'-21" 100 PSI PIP PVC, 2-21" 100 PSI PIP PVC elbows, and 1-21" line gate. (APN: 002-057-015)	64,500	2018-002
Lower Cometa Lateral	Install 1-12"x12"x9' Fresno fabricated undershot gate, 1-12"x9' Fresno 101C slide gate, 2-12" starter couplers, 40'-12" 100 PSI PIP PVC, and 1-concrete connection collar. (APN: 002-007-028)	35,300	2018-004

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Howard Pipeline	Install 1-36"x10.5' Fresno 2010C slide gate. (APN: 239-130-02)	5,900	2018-005
Riverbank Lateral	Install 1-36"x14.5' Fresno 101C slide gate. (APN: 062-025-026)	7,100	2018-006
Crane Pipeline	Install 1-10"x15.5' Fresno 101C slide gate, and 1-24"x24"x16' Fresno fabricated undershot gate. (APN: 062-014-003)	11,100	2018-007
Hyman Pipeline	Install 1-12" line gate, 2-12" starter couplers, 1- 12"x20' 100 PSI PIP PVC, 2-12" bolt-on couplers, 1-air vent assembly and 2-connection collars. (APN: 062-011-042)	15,800	2018-008
Mondo Pipeline	Install 1-15" line gate, 2-15" starter couplers, 1-15"x20' 100 PSI PIP PVC, 2-15" bolt-on couplers, 1-air vent assembly and 2-connection collars. (APN: 062-004-018)	19,300	2018-009
Langworth Pipeline	Install 1-12"x14' Fresno 101C slide gate. (APN: 062-032-003)	4,200	2018-010
Riverbank Pipeline	Install 1-30"x14' Fresno 101C slide gate. (APN: 062-024-011)	5,600	2018-011
Kearney Lateral	Rehabilitate degraded sections and install 4,000 ft of six-stranded barbed wire fence. (APN: 010-073-003/021)	19,600	2018-012
<u>Canceled</u>			
Brichetto Lateral			2017-035
East Thalheim Pipeline			2017-045
South Lateral Reservoir	Install concrete box control structure and bypass reservoir with 836'-21" 100 PSI PIP PVC, 1-20" Krohne flow meter, 1-30" Krohne flow meter and other necessary appurtenances. (APN: 015-003-004)	(\$181,000)	2017-051

ITEM NO. 8
APPROVE RESOLUTION ADOPTING THE
OAKDALE IRRIGATION DISTRICT'S 2018 INVESTMENT POLICY

A motion as made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the Oakdale Irrigation District's 2018 Investment Policy.

ITEM NO. 10
APPROVE ATTENDANCE BY DIRECTORS AT THE
CALIFORNIA IRRIGATION INSTITUTE 2018 CONFERENCE
JANUARY 29 - 30, 2018 IN SACRAMENTO, CALIFORNIA

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the attendance by the Directors at the California Irrigation Institute 2018 Conference, January 29 – 30, 2018 in Sacramento, California.

ITEM NO. 15
APPROVE WORK RELEASE NO. 009 TO PROFESSIONAL
SERVICES AGREEMENT 2009-PSA-008 WITH DAVIDS
ENGINEERING, INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve Work Release No. 009 to Professional Services Agreement 2009-PSA-008 with Davids Engineering, Inc. for On-Call Professional Engineering Services.

ITEM NO. 16
APPROVE WORK RELEASE 071 TO PROFESSIONAL SERVICES
AGREEMENT 2009-PSA-016 WITH GIULIANI & KULL, INC.
FOR PROFESSIONAL SERVICES TO STAKE THE WILLS
PIPELINE EASEMENT THROUGH APNS: 002-062-052/053/055

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the Work Release No. 071 to Professional Services Agreement 2009-PSA-016 with Giuliani & Kull, Inc. for Professional Services to stake the Wills Pipeline Easement through APNS: 002-062-052/053/055.

ITEM NO. 17
APPROVE WORK RELEASE 037 TO GENERAL SERVICES
AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING,
BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA. CONSTANT
HEAD ORIFICE STRUCTURE LOCATED ON THE LOWER COMETA LATERAL

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve Work Release 037 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for cutting, bending, and placement of rebar for one (1) ea. constant head orifice structure located on the Lower Cometa Lateral.

ITEM NO. 18
APPROVE WORK RELEASE 038 TO GENERAL SERVICES
AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING,
BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA. STANDARD
CONTROL STRUCTURE LOCATED ON THE EAST THALHEIM PIPELINE

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve Work Release 038 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for cutting, bending, and placement of rebar for one (1) ea. standard control structure located on the East Thalheim Pipeline.

ITEM NO. 19
APPROVE WORK RELEASE NO. 005 TO GENERAL SERVICES AGREEMENT
2015-GSA-002 WITH SIERRA CONTROLS, LLC FOR TECHNICAL SUPPORT

A motion as made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve Work Release No. 005 to General Services Agreement 2015-GSA-002 with Sierra Controls, LLC for technical support.

ITEM NO. 20
APPROVE GENERAL SERVICES AGREEMENT 2018-GSA-001 WITH
TASHJIAN TOWERS CORPORATION FOR SCADA TOWER TECHNICAL
SUPPORT AND SERVICES AND AUTHORIZE GENERAL MANAGER TO EXECUTE

A motion as made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the General Services Agreement 2018-GSA-001 with Tashjian Towers Corporation for SCADA tower technical support and services and authorize General Manager to execute.

ITEM NO. 21
APPROVE ENCROACHMENT AND AGRICULTURAL PERMITS ON THE
RIVERBANK LATERAL (APN: 063-027-064 – THE SEPARATE PROPERTY
TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE
BRICHETTO 2008 REVOCABLE TRUST U/A/D/ 12/24/2008, THE JOHN
MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST 12/21/2012, THE JOSEPH
PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D/ 12/21/2012,
THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D/ 12/21/2012,
THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D/ 12/21/2012

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the Encroachment and Agricultural Permits on the Riverbank Lateral (APN: 063-027-064 – the Separate Property Trust Of John Peter Brichetto Under the John and Jacqueline Brichetto 2008 Revocable Trust U/A/D/ 12/24/2008, the John Michael Brichetto 2012 Irrevocable Trust 12/21/2012, the Joseph Paul Brichetto 2012 Irrevocable Trust U/A/D/ 12/21/2012, the John M. Brichetto 2012 Irrevocable Trust U/A/D/ 12/21/2012, the Joseph P. Brichetto 2012 Irrevocable Trust U/A/D/ 12/21/2012.

The above Consent Items passed unanimously by the following votes:

Ayes: Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes: None
Absent: None

PULLED CONSENT CALENDAR
ITEM NOS. 3, 4, 9, 11, 12, 13, 14

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE
REGULAR MEETING OF DECEMBER 5, 2017 AND RESOLUTION
NOS. 2017-79, 2017-80, 2017-81, 2017-82, 2017-83, 2017-84, 2017-85,
2017-86, 2017-87, 2017-88, 2017-89, 2017-90, 2017-91, 2017-92 AND 2017-93

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of December 5, 2017 and Resolution Nos. 2017-79, 2017-80, 2017-81, 2017-82, 2017-83, 2017-84, 2017-85, 2017-86, 2017-87, 2017-88, 2017-89, 2017-90, 2017-91, 2017-92, and 2017-93.

ITEM NO. 4
APPROVE THE OAKDALE IRRIGATION
DISTRICT STATEMENT OF OBLIGATIONS

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

ITEM NO. 9
APPROVE EMPLOYEE 2018 OFFICIAL WAGE SCHEDULE

A motion as made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the Employee 2018 Official Wage Schedule.

ITEM NO. 11
APPROVE AMENDMENT NO. 011 TO PROFESSIONAL
SERVICES AGREEMENT 2008-PSA-007 WITH BOUTIN
JONES, INC. FOR REVISED HOURLY RATE SCHEDULE

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Amendment No. 011 to Professional Services Agreement 2008-PSA-007 with Boutin Jones, Inc. for revised hourly rate schedule.

ITEM NO. 12
APPROVE AMENDMENT NO. 009 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. FOR REVISED HOURLY RATE SCHEDULE

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Amendment No. 009 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. for revised hourly rate schedule.

ITEM NO. 13
APPROVE WORK RELEASE NO. 016 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Work Release No. 016 to Professional Service Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. for On-Call Professional Engineering Services.

ITEM NO. 14
APPROVE AMENDMENT NO. 006 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-008 WITH DAVIDS ENGINEERING, INC. FOR REVISED HOURLY RATE SCHEDULE

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Amendment No. 006 to Professional Services Agreement 2009-PSA-008 with Davids Engineering, Inc. for revised hourly rate schedule.

The above Consent Items passed unanimously by the following votes:

Ayes:	Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes:	None
Absent:	None

ACTION CALENDAR
ITEMS NO. 22

ITEM NO. 20
REVIEW AND TAKE POSSIBLE ACTION ON BOARD COMMITTEE ASSIGNMENTS

This item was tabled until the next Board Meeting of the Board of Directors.

**DISCUSSION
ITEM NOS. 23, 24**

**ITEM NO. 23
DISCUSSION / PRESENTATION ON THE DISTRICT'S
SURFACE USE AND DEEP WELL PRODUCTION IN 2017**

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

**ITEM NO. 24
DISCUSSION ON REVISED RECORDS
RETENTION AND DESTRUCTION POLICY**

This item was tabled until the next Board Meeting of the Board of Directors.

**COMMUNICATIONS
ITEM NO. 25**

A. GENERAL MANAGERS REPORT

Support Services Manager Jason Jones gave the Board an update on the Two-Mile Bar Project.

General Manager Steve Knell discussed the training that is required by Directors. General Manager Steve Knell also discussed a recent visit from Saudi Arabia and UC Davis who were given a tour of the Rubicon TCC.

B. COMMITTEE REPORTS

There were no committee reports.

C. DIRECTORS COMMENTS

Director Altieri

Director Altieri had no comments.

Director Santos

Director Santos stated that she was pleased with the current Directors and glad that the Board has public participation.

Director DeBoer

Director DeBoer stated that he was glad to see the snow in the mountains and that we need a lot more. He appreciates the idea that there are farmers to the east who need water. During the campaign there was a lot of varied opinions of what should be done. He stated that as we move forward we either need to learn from our past history or put it aside. Discussion is good and developing a long term plan of how we can make water available is

vitaly important and if we could find a way to speed that up I would be in favor. He stated that as the District works through this the public needs to know that we are representing OID, the voters of the District. These principles of developing water to the east needs to be viewed through the screen of how does this affect current OID water users.

Director Doornenbal

Director Doornenbal provided a response to a public member's comment on the Louis Brichetto contract. He stated he has a copy and is willing to show it to anybody. There were clauses in that agreement that did not benefit the District.

Director Orvis

Director Orvis stated that we are working on the attorneys' fees to see what is legal and what is not legal for the public and/or Board member review. He also stated that when presentations are made it would be appreciated if copies were available to the Board and the public. He said that it was not that long ago that the Farm Bureau removed its "Pray for Rain" sign and it did not seem to be working too well. He has an extra one if the District would like to place one on the property. He also stated that at this time we are scheduled to have another meeting next Tuesday, but there are not items yet for that agenda and that agenda would have to be put together by tomorrow afternoon to go out. That meeting may be cancelled if there is nothing to be discussed we are not going to have a meeting just to have a meeting.

At the hour of 10:40 a.m. the meeting adjourned to Closed Session.

CLOSED SESSION
ITEM NO. 26

- A. *Government Code §54957.6 - Conference with Labor Negotiator***
Agency Negotiator: General Manager
Unrepresented Employee: Exempt Supervisory Employee

At the hour of 10:47 a.m. the Board returned to open session.

Coming out of Closed Session a motion was made by Director Doornenbal, seconded by Director DeBoer and unanimously supported to increase the base wage of the Administrative Assistant 5% to \$6,334.94 effective January 1, 2018.

OTHER ACTION
ITEM NO. 27

At the hour of 10:50 a.m. the meeting was adjourned. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, January 16, 2018 at 6:00 p.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, January 18, 2018 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

Tom Orvis, President

Attest:

Steve Knell, P.E., Secretary

DRAFT

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-01**

2018 INVESTMENT POLICY

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

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

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

Upon Motion of Director Altieri, seconded by Director Doornenbal, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 9th day of January 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-02**

ENCROACHMENT PERMIT ON THE RIVERBANK LATERAL

APN: 063-027-064

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012 are the titled owners of the property located in the Southeast 1/4 of Section 9, the Southwest 1/4 of Section 10, the North 1/2 of Section 16, and the Northwest 1/4 of Section 15, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012 have requested an Encroachment Permit for:

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

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

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

Upon Motion of Director Altieri, seconded by Director Doornenbal, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this ninth day of January, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-03**

AGRICULTURAL DISCHARGE PERMIT ON THE RIVERBANK LATERAL

APN: 063-027-064

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, are the titled owners of the property located in the Southeast 1/4 of Section 22, and the Northeast 1/4 of Section 27, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL BACKFLUSH DISCHARGE PIPELINE on the RIVERBANK LATERAL, constructed in accordance with District Standard Details.

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

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

Upon Motion of Director Altieri, seconded by Director Doornenbal, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this ninth day of January, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 3
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF FEBRUARY 6, 2018 AND RESOLUTION NOS. 2018-04, 2018-05, 2018-06, 2018-07, 2018-08, 2018-09, 2018-10, 2018-11, AND 2018-12

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of February 6, 2018
- Draft Resolution No. 2018-04
- Draft Resolution No. 2018-05
- Draft Resolution No. 2018-06
- Draft Resolution No. 2018-07
- Draft Resolution No. 2018-08
- Draft Resolution No. 2018-09
- Draft Resolution No. 2018-10
- Draft Resolution No. 2018-11
- Draft Resolution No. 2018-12

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
February 6, 2018

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

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

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

Also Present: Fred A. Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletions of Agenda Items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no actions items taken out of sequence.

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

PUBLIC COMMENT ITEM NO. 1

Tom Gookin asked how he could get the Wilms Lateral between the two Horseshoe Roads sprayed. President Orvis asked Mr. Gookin to speak with the Support Services Manger Jason Jones following the meeting.

Robert Frobose asked that an ad hoc committee be appointed to look at all repairs and improvements to district property. He also discussed the Santos/Altieri legal action.

There being no further Public Comment; Public Comment closed at 9:13 a.m. and the Board Meeting continued.

Director Santos requested Item No. 3 be pulled from the Consent Calendar.

CONSENT ITEMS
ITEM NOS. 2, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16

ITEM NO. 2

This item was pulled from the agenda.

ITEM NO. 4
APPROVE TREASURER AND CHIEF FINANCIAL OFFICER'S REPORT FOR THE MONTH ENDING DECEMBER 31, 2017

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the Treasurer and Chief Financial Officer's Report for the month ending December 31, 2017.

ITEM NO. 5
APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the following Assignment of Capital Work Order Numbers:

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Clavey Pipeline	Install 1-18" Krohne Enviromag 2000 flow meter, 1-18"x11' Fresno 101C slide gate, 2-18" couplers, 2-18" elbows, and additional appurtenances. (APN: 010-072-003)	\$47,300	2017-046
Paulsell Lateral	Installation of 1-21" Krohne Enviromag 2000 flow meter, 2-21" starter couplers, 44'-21" 100 PSI PIP PVC, 2-21" 45° elbows, 2-21" 90° elbows, and 1-21" PVC repair coupler. (APNs: 010-020-016, 011-005-010)	40,900	2018-003
Stude Pipeline	Remove and replace pipeline with 1,100 ft. of 15" 100 PSI PIP PVC, 2-15" starter couplers, 2-concrete connection blocks, 2-air vent assemblies and 6-15" 45° elbows. (APN: 006-004-010)	43,400	2018-013
South Lateral	Installation of 1-30"x7.5' Fresno 101C slide gate. (APN: 015-004-020)	5,300	2018-014
Riverbank Lateral	Installation of 1-18"x12' Fresno 101C slide gate. (APN: 062-026-005)	4,500	2018-015
Howard Pipeline	Modify existing turnout with 1-15" Fresno 101C slide gate, 1-15" starter coupler, 1-concrete connection collar, stilling well assembly, and 20'-15" 100 PSI PIP PVC. (APN: 006-009-045)	18,200	2018-016
Tulloch Lateral	Installation of 6,000 ft. of six-strand barbed wire fence. (APN: 002-051-003)	66,000	2018-017
Cometa Lateral	Installation of 1,800 ft. of six-strand barbed wire fence. (APN: 002-009-022)	19,800	2018-018

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Reed Lateral	Installation of 1-12"x8' Fresno 101C slide gate. (APN: 002-008-007)	3,900	2018-019
Dry Creek Lateral	Installation of 1-12"x14.5' Fresno 101C slide gate. (APN: 015-001-020)	4,200	2018-020
South Lateral	Installation of 1-5'x7' precast MBI structure with 1-15" starter coupler, 1-15" 100 PIP PVC, stilling well, and necessary appurtenances. (APN: 010-018-024)	16,400	2018-021
Knights Ferry Pump Station	Installation of 1-2" Krohne Enviromag 2000 flow meter. (APN: 002-035-027)	8,300	2018-022
Burnett Lateral	Installation of 1-27"x7' Fresno 101C slide gate 1-stilling well, 22'-27" 100 PSI PIP PVC, 1-27" starter coupler, and 1-concrete connection collar	22,300	2018-023
<u>Canceled</u>			
Clavey Pipeline	Remove and replace 1-24"x16' Fresno 101C slide gate. (APN: 010-038-007)	(\$5,000)	2017-022

ITEM NO. 6

APPROVE WORK RELEASE NO. 072 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PREPARE A PLAT AND LEGAL DESCRIPTION FOR A THIRTY FOOT EASEMENT FOR THE BROCKMAN LATERAL THROUGH APNS: 002-057-002/003

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Work Release No. 072 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for professional services to prepare a plat and legal description for a thirty foot easement for the Brockman Lateral through APNS: 002-057-002/003.

ITEM NO. 7

APPROVE WORK RELEASE NO. 073 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PREPARE PLAT AND LEGAL DESCRIPTION FOR A THIRTY FOOT EASEMENT FOR THE DIXON PIPELINE THROUGH APN: 010-022-004

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Work Release No. 073 to Professional Services Agreement No. 2009-PSA-015 with Giuliani & Kull, Inc. for professional services to prepare a plat and legal description for a thirty foot easement for the Dixon Pipeline through APN: 010-022-004.

ITEM NO. 8

APPROVE WORK RELEASE NO. 039 TO GENERAL SERVICES AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING, BENDING AND PLACEMENT OF REBAR FOR ONE (1) EA. STANDARD BOX CULVERT LOCATED ON THE COMETA LATERAL

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Work Release No. 039 to General Services Agreement 2013-GSA-039

with Northern Steel, Inc. for cutting, bending and placement of rebar for one (1) ea. standard box culvert located on the Cometa Lateral.

ITEM NO. 9

APPROVE WORK RELEASE NO. 001 TO GENERAL SERVICES AGREEMENT 2018-GSA-001 WITH TASHJIAN TOWERS CO. FOR DESIGN AND ERECTION OF THE NORTH SIDE REGULATING RESERVOIR SCADA TOWER

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Work Release No. 001 to General Services Agreement 2018-GSA-001 with Tashjian Towers Co. for design and erection of the North Side Regulating Reservoir SCADA Tower.

ITEM NO. 10

APPROVE WORK RELEASE NO. 017 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-002 WITH CH2M HILL FOR PROFESSIONAL SERVICES TO PROVIDE SUPPORT TO DEVELOP AN ENVIRONMENTAL IMPACT REPORT FOR THE NORTH SIDE REGULATING RESERVOIR SCADA TOWER PROJECT

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Work Release No. 017 to Professional Services Agreement 2009-PSA-002 with CH2M Hill for professional services to provide support to develop an environmental impact report for the North Side Regulating Reservoir SCADA Tower Project.

ITEM NO. 11

APPROVE AMENDMENT NO. 002 TO GENERAL SERVICES AGREEMENT 2015-GSA-002 WITH SIERRA CONTROLS LLC FOR REVISED RATE SCHEDULE

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Amendment No. 002 to General Services Agreement 2015-GSA-002 with Sierra Controls LLC for revised rate schedule.

ITEM NO. 12

APPROVE QUITCLAIM AND ACCEPT A NEW GRANT OF EASEMENT OF A PORTION OF THE ADAMS NO. 1 PIPELINE (APN: 064-059-001 – JUSTIN T. LABADIE)

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the Quitclaim and accept a new Grant of Easement of a portion of the Adams No. 1 Pipeline (APN: 064-059-001 – Justin T. Labadie).

ITEM NO. 13

APPROVE ENCROACHMENT PERMIT ON THE ADAMS NO. 1 PIPELINE AND WAIVE ASSOCIATED STRUCTURE PERMIT FEE (APN: 064-059-001 - JUSTIN T. LABADIE)

A motion as made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Encroachment Permit on the Adams No. 1 Pipeline and waive associated structure permit fee (APN: 064-059-001 – Justin T. Labadie).

ITEM NO. 14

APPROVE ABANDONMENT AND QUITCLAIM OF THE TERMINUS OF THE YOUNG LATERAL AND ACCEPT A GRANT OF EASEMENT FOR THE PROPOSED TERMINUS OF THE YOUNG LATERAL (APNS: 002-012-063 – JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012, AND JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21, 2012)

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Abandonment and Quitclaim of the terminus of the Young Lateral and accept a Grant of Easement for the proposed terminus of the Young Lateral (APNS: 002-012-063 – John and Jacqueline Brichetto 2008 Revocable Trust dated May 7, 2008, John M. Brichetto 2012 Irrevocable Trust dated December 21, 2012, and Joseph P. Brichetto 2012 Irrevocable Trust dated December 21, 2012).

ITEM NO. 15

APPROVE ENCROACHMENT AND AGRICULTURAL PERMITS ON THE CAMPBELL LATERAL (APN: 002-013-034 – GREEN)

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the Encroachment and Agricultural Permits on the Campbell Lateral (APN: 002-013-034 – Green).

ITEM NO. 16

APPROVE ENCROACHMENT AND AGRICULTURAL DISCHARGE PERMITS ON THE HOWARD PIPELINE (APN: 006-009-045 – THEODORE P. DYKZEUL AND BARBARA C. DYKZEUL TRUST UNDER INSTRUMENT DATED MARCH 1, 1994)

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the Encroachment and Agricultural Discharge Permits on the Howard Pipeline (APN: 006-009-045 – Theodore P. Dykzeul and Barbara C. Dykzeul Trust Under Instrument dated March 1, 1994).

The above Consent Items passed unanimously by the following votes:

Ayes:	Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes:	None
Absent:	None

PULLED CONSENT CALENDAR

ITEM NO. 3

ITEM NO. 3

APPROVE THE OAKDALE IRRIGATION DISTRICT STATEMENT OF OBLIGATIONS

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

The above Consent Items passed unanimously by the following votes:

Ayes: Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes: None
Absent: None

**ACTION CALENDAR
ITEM NOS. 17, 18, 19, 20, 21**

**ITEM NO. 17
REVIEW AND TAKE POSSIBLE ACTION
ON BOARD COMMITTEE ASSIGNMENTS**

Director Santos requested that the assignments for the Planning and Public Relations Committee be changed to make her the alternate and Director Altieri the Committee Member.

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the assignments to Board Committees made by the President once the change has been made to the Planning and Public Relations Committee as stated above.

The motion passed unanimously by the following vote:

Ayes: Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes: None
Absent: None

**ITEM NO. 18
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
APPROVING REVISED RECORDS RETENTION AND DESTRUCTION POLICY**

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to adopt the Resolution Approving Revised Records Retention and Destruction Policy.

The motion passed unanimously by the following vote:

Ayes: Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes: None
Absent: None

**ITEM NO. 19
REVIEW AND TAKE POSSIBLE ACTION TO GIVE DIRECTION ON
ESTABLISHING A TIME AND SCHEDULE FOR DIRECTOR TRAINING**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to direct staff to coordinate a time and schedule with the President of the Board for the Directors' training.

The motion passed unanimously by the following vote:

Ayes:	Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes:	None
Absent:	None

ITEM NO. 20
REVIEW AND TAKE POSSIBLE ACTION TO DEVELOP A 50% DESIGN ANALYSIS OF TWO POTENTIAL CITY OF OAKDALE PARTNERSHIP PROJECTS: (1) RECLAMATION AND REUSE OF CITY WASTEWATER AND (2) IRRIGATION OF GREGER PARK WITH OID SURFACE WATER

City Manager Brian Whitemyer was present at the Board Meeting and discussed this agenda item.

A motion as made by Director Doornenbal, seconded by Director Santos, and unanimously supported to develop a 50% design analysis of two potential City of Oakdale partnership projects: (1) reclamation and reuse of city wastewater and (2) irrigation of Greger Park with OID surface water.

The motion passed unanimously by the following vote:

Ayes:	Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes:	None
Absent:	None

ITEM NO. 21
REVIEW AND TAKE POSSIBLE ACTION TO APPROVE A WAIVER TO SECTION 10(a) OF THE TIER II ANNEXATION AGREEMENT (APN: 207-090-02 – WENDELL J. NARAGHI)

Mr. DeJong was present at the Board Meeting and discussed his request with the Board.

A motion was made by Director Doornenbal to look at different rates. The motion failed for lack of a second.

A motion was made by Director Santos and seconded by Director Altieri to deny the waiver to Section 10(a) of the Tier II Annexation Agreement (APN: 207-090-02 – Wendell J. Naraghi) and was voted as follows:

Ayes:	Directors Santos, Altieri, Orvis
Noes:	Director Doornenbal
Abstention:	Director DeBoer

The motion passed by a 3-1 with one abstention.

DISCUSSION
ITEM NOS. 22, 23, 24

ITEM NO. 22
DISCUSSION ON ATTORNEY BILLING

General Counsel Fred A. Silva stated that he conducted a survey with 20 other attorneys with whom he sits on a pension plan board as well as other special districts and they all concurred that they do not allow the copying of attorney statements and/or provide copies to the Directors. He stated that this item would be discussed further in Closed Session.

ITEM NO. 23
DISCUSSION ON THE LEGAL ISSUES OF
RENTING DISTRICT PROPERTY TO DISTRICT EMPLOYEES

General Counsel Fred A. Silva stated that he has determined through his legal research that the District is under no requirement to offer the property to the general public and can rent district property to a district employee.

ITEM NO. 24
DISCUSSION OF CITY OF OAKDALE'S LETTER OF SEPTEMBER 25,
2017 REGARDING THE DISPARATE TREATMENT OF CITY CUSTOMERS

General Counsel Fred A. Silva stated this item is on the agenda as a discussion item to allow City Manager Bryan Whitemyer to comment.

City Manager Bryan Whitemyer discussed the City of Oakdale's letter of September 25, 2017 with the Board.

COMMUNICATIONS
ITEM NO. 25

A. GENERAL MANAGERS REPORT

General Manager Steve Knell discussed the WIIN Legislation and the fact that the Native Fish Plan was approved by NMFS and DFWP and that it has moved forward to the permitting stage.

Support Services Manager Jason Jones gave an update on the Two-Mile Bar Tunnel Project.

B. COMMITTEE REPORTS

There were no committee reports.

C. DIRECTORS COMMENTS

Director Altieri

Director Altieri had no comments.

Director Santos

Director Santos had no comments.

Director DeBoer

Director DeBoer had no comments.

Director Doornenbal

Director Doornenbal had no comments.

Director Orvis

Director Orvis stated that he attended the WAC. The University of California Cooperative Extension gave a report on the wintertime flooding of almonds for groundwater recharge. Their data is pretty much wrapped up in the Modesto area and Delhi and they see potential benefits.

Director Orvis stated that there was a workshop on the Programmatic EIR for groundwater in Stanislaus County. The presentation is available on the Department of Environmental Resources on the groundwater county site.

He discussed his attendance last Monday at the CII Conference in Sacramento. There were a lot of Districts there from throughout the state and the President of the Board from Metropolitan Water District spoke. His discussion was geared towards the tunnels. Director Orvis encouraged the Directors to take advantage of these conferences when they are held in Sacramento.

Members of the public, City Manager Bryan Whitemyer and Robert Frobose, commented on Closed Session.

At the hour of 10:43 a.m. the Board adjourned to Closed Session.

CLOSED SESSION
ITEM NO. 26

- A. Government Code §54956.8 Conference with Real Property Negotiator**
Negotiating Parties: San Luis Delta Mendota Water Authority,
Department of Water Resources
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Terms
- B. Government Code §54956.9(d)(2) - Significant Exposure to Litigation**
One (1) Case

C. Government Code §54956.9(d)(1) - Existing Litigation (5 cases)

Oakdale Groundwater Alliance; Frobose, Brichetto, et al. v. OID
Chris Lewis v. Oakdale Irrigation District
Gregory L. Ellis, et al., v. Oakdale Irrigation District
Oakdale Irrigation District v. SWRCB, et al.
Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.

D. Initiation of Litigation §54956.9(d)(4)

One (1) Case

At the hour of 12:55 p.m. the Board reconvened to open session.

Coming out of Closed Session Director Orvis reported that by a vote of 5-0 the Board unanimously agreed to pay the City of Oakdale \$100,000 in settlement of their alleged claim.

OTHER ACTION
ITEM NO. 27

At the hour of 12:55 p.m. the meeting was adjourned. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 20, 2018 at 6:00 p.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, February 15, 2018 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Thomas D. Orvis, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-04**

**AUTHORIZING QUITCLAIM DEED TO
JUSTIN T. LABADIE**

APN: 064-059-001

WHEREAS, the Oakdale Irrigation District facility known as Adams No. 1 Pipeline, is situated in a sixty (60) foot easement within the parcel noted above as dedicated on that certain Parcel Map recorded March 6, 1990 in Book 30 of Parcel Maps on Page 35, in the Office of the Stanislaus County Recorder, located within the Southeast Quarter of the Northwest Quarter of Section 13, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the City of Oakdale, Stanislaus County; and

WHEREAS, that sixty (60) foot dedicated easement has been reviewed by the Oakdale Irrigation District's Water Operations Department and has been determined to be operationally unnecessary; and

WHEREAS, Justin T. Labadie has granted the Oakdale Irrigation District a thirty (30) foot easement centered on the Adams No. 1 Pipeline within the parcel noted above as described in that certain Grant of Easement with Instrument No. 2017-67380, recorded September 14, 2017, in the Office of the Stanislaus County Recorder, and

WHEREAS, the Oakdale Irrigation District's Water Operations Department has no plan to expand or modify the current use of that portion of the Adams No. 1 Pipeline and has determined the existing sixty (60) foot easement within the parcel noted above as dedicated on that certain Parcel Map recorded March 6, 1990 in Book 30 of Parcel Maps on Page 35, in the Office of the Stanislaus County Recorder in exchange for the thirty (30) foot Grant of Easement with Instrument No. 2017-67380, recorded September 14, 2017, in the Office of the Stanislaus County Recorder will not be detrimental to the operations of the Oakdale Irrigation District.

NOW THEREFORE BE IT RESOLVED, that any interest in that sixty (60) foot easement dedicated to the Oakdale Irrigation District on that certain Parcel Map recorded March 6, 1990 in Book 30 of Parcel Maps on Page 35, in the Office of the Stanislaus County Recorder, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-05**

ENCROACHMENT PERMIT ON THE ADAMS NO. 1 PIPELINE

APN: 064-059-001

WHEREAS, JUSTIN T. LABADIE, A MARRIED MAN, is the titled owner of property located in the NE 1/4 of the NW 1/4 of Section 13, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Oakdale, California; and

WHEREAS, JUSTIN T. LABADIE, A MARRIED MAN has requested an Encroachment Permit for:

1. Existing fence on South property line.
2. One (1) existing fence crossing.
3. Southwest corner of existing fence line.
4. One (1) 4" Sch. 40 PVC drain pipeline crossing.

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

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

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-06**

ABANDONMENT OF A PORTION OF A DISTRICT FACILITY

YOUNG LATERAL

APN: 002-012-063

WHEREAS, the Oakdale Irrigation District facility known as the Young Lateral, as described in its original sixty foot (60) Grant of Easement with Instrument No. 2004-160095, recorded September 30, 2004, in the Office of the Stanislaus County Recorder, located within the Southeast Quarter of Section 28, Township 1 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated on the parcel noted above; and

WHEREAS, the Young Lateral within the parcel noted above excepting therefrom that portion as described in that certain Grant of Easement with Instrument No. 2017-67381, recorded September 14, 2017, in the Office of the Stanislaus County Recorder, has been reviewed by the Water Operations Department and has been determined to be operationally unnecessary; and

WHEREAS, Oakdale Irrigation District has no plan to expand or modify the use of that portion of the Young Lateral and has no need to maintain the said facility as described, and the abandonment of that portion of the said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

NOW, THEREFORE BE IT RESOLVED, that we find the abandonment of the Young Lateral within the parcel noted above excepting therefrom that portion as described in that certain Grant of Easement with Instrument No. 2017-67381, recorded September 14, 2017, in the Office of the Stanislaus County Recorder, and as shown on the attached Project Site Map attached hereto as "Exhibit "A" is appropriate and be adopted.

Upon motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-07**

**AUTHORIZING QUITCLAIM DEED TO
JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7,
2008, JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST DATED DECEMBER 21,
2012, AND JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST DATED
DECEMBER 21, 2012**

APN: 002-012-063

WHEREAS, a portion of the Oakdale Irrigation District facility known as Young Lateral, is situated in its original sixty (60) foot Grant of Easement through the parcel noted above as described in Instrument No. 2004-160095, recorded September 30, 2004 in the Office of the Stanislaus County Recorder, located within the Southeast Quarter of Section 28, Township 1 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

WHEREAS, the Young Lateral excepting therefrom that portion as described in that certain Grant of Easement with Instrument No. 2017-67381, recorded September 14, 2017, in the Office of the Stanislaus County Recorder, has been reviewed by the Water Operations Department and has been determined to be operationally unnecessary; and

WHEREAS, Oakdale Irrigation District has no plan to expand or modify the current use of that portion of the Young Lateral and has no need to maintain said facility as described, and the abandonment of that portion of said facility will not be detrimental to the operations of the Oakdale Irrigation District.

NOW THEREFORE BE IT RESOLVED, that any interest of the original sixty (60) foot Grant of Easement through the parcel noted above as described in Instrument No. 2004-160095, recorded September 30, 2004 in the Office of the Stanislaus County Recorder, and the Young Lateral excepting therefrom that portion as described in that certain Grant of Easement with Instrument No. 2017-67381, recorded September 14, 2017, in the Office of the Stanislaus County Recorder, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-08**

ENCROACHMENT PERMIT ON THE CAMPBELL LATERAL

APN: 002-013-034

WHEREAS, WARREN E. GREEN AND LINDA S. GREEN, Trustees of the W AND L GREEN 2013 REVOCABLE TRUST, are the titled owners of property located in the Northwest quarter of Section 31, Township 1 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of San Joaquin County, California; and

WHEREAS, the owners have requested an Encroachment Permit for:

1. One (1) 3" sch. 40 PVC private irrigation pipeline crossing over the Campbell Lateral.
2. One (1) 4" sch. 40 PVC private filter station backflush pipeline discharge into the Campbell Lateral.

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

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

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-09**

AGRICULTURAL DISCHARGE PERMIT ON THE CAMPBELL LATERAL

APN: 002-013-034

WHEREAS, WARREN E. GREEN AND LINDA S. GREEN, Trustees of the W AND L GREEN 2013 REVOCABLE TRUST, are the titled owners of property located in Section 31, T.1 S. R.10 E., M.D.B.& M., in the unincorporated area of Stanislaus County, California, and have requested an AGRICULTURAL DISCHARGE PERMIT for Agricultural Discharge into the Campbell Lateral; and

WHEREAS, the AGRICULTURAL DISCHARGE PERMIT has been signed by the titled owners.

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

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-10**

ENCROACHMENT PERMIT ON THE HOWARD PIPELINE

APN: 006-009-045

WHEREAS, BARBARA C. DYKZEUL, SUCCESSOR TRUSTEE OF THE THEODORE P. DYKZEUL AND BARBARA C. DYKZEUL TRUST UNDER INSTRUMENT DATED MARCH 1, 1994, is the titled owner of property located in the North 1/2 of Section 8, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, BARBARA C. DYKZEUL, SUCCESSOR TRUSTEE OF THE THEODORE P. DYKZEUL AND BARBARA C. DYKZEUL TRUST UNDER INSTRUMENT DATED MARCH 1, 1994 has requested an Encroachment Permit for:

1. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline.
2. One (1) 4" Sch. 40 PVC private irrigation pipeline crossing.
3. Four (4) 6" 100 PSI PIP PVC private irrigation pipeline crossings.
4. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing.

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

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

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-11**

AGRICULTURAL DISCHARGE PERMIT ON THE HOWARD PIPELINE

APN: 006-009-045

WHEREAS, BARBARA C. DYKZEUL, SUCCESSOR TRUSTEE OF THE THEODORE P. DYKZEUL AND BARBARA C. DYKZEUL TRUST UNDER INSTRUMENT DATED MARCH 1, 1994, is the titled owner of the property located in the North 1/2 of Section 8, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE on the HOWARD PIPELINE, constructed in accordance with District Standard Details.

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

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

Upon Motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this sixth day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-12**

RECORDS RETENTION AND DESTRUCTION POLICY

WHEREAS, the Oakdale Irrigation District desires to adopt a Records Retention and Destruction Policy in order to facilitate consistency in District record management.

NOW, THEREFORE, BE IT RESOLVED, that the Oakdale Irrigation District's Board of Directors authorizes the adoption of the attached Records Retention and Destruction Policy as amended.

Upon motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this 6th day of February, 2018

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 4
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Rubicon, Inc.	Flume Gates and Meter	\$253,478.99
Tri-West Tractor Incorporated	Front End Wheel Loader w/ Attachment, Radiator and Fan Assembly	251,158.84
OID Improvement Districts	Dec. 2017 Collections Reimb.	111,137.85
Bumgardner Biological Consulting, Inc.	WR #005	63,304.56
Kaiser Foundation Health Plan, Inc.	March 2018 Health Insurance	55,366.70
Damrell, Nelson, Schrimp, Pallios	Attorney Fees	40,752.15
Target Specialty	Bullseye, Roundup Pro, Dimension & Cleantraxx	38,578.25
Giuliani & Kull, Inc.	Engineering Services, WR #068, #069, #070	32,600.00
Sutter Health Plus	March 2018 Health Insurance	32,012.02
Hilmar Lumber, Inc.	4" & 15" Pipe, Couplers, Elbows, Adapters, & Reducers	30,980.01

FISCAL IMPACT: \$1,158,482.40

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

February 20, 2018

Accounts Payable
Check Register - February 20, 2018



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
22915	1/31/2018	Becker, Chris	\$443.57	ITRC Cal Poly - Lodging
22916	1/31/2018	Cain, Robert	\$654.44	ITRC Cal Poly - Lodging, Mileage, Parking
22917	1/31/2018	Chavolla, Juan	\$443.57	ITRC Cal Poly - Lodging
22918	1/31/2018	Gisler, Martin	\$416.02	ITRC Cal Poly - Fuel, Lodging
22919	1/31/2018	Lawson, Michael	\$401.86	ITRC Cal Poly - Lodging
22920	1/31/2018	Pattison, Steven	\$658.42	ITRC Cal Poly - Lodging, Mileage, Parking
22921	1/31/2018	Soiseth, Taylor	\$643.42	ITRC Cal Poly - Lodging, Mileage, Parking
22922	2/6/2018	Airgas USA, LLC	\$144.56	Helmet, Cover Lens, Hose Kit
22923	2/6/2018	Allied Concrete Pumping, LLC	\$2,062.78	Concrete Pumping Services
22924	2/6/2018	Allied Concrete and Supply Co., Inc.	\$2,610.73	Concrete
22925	2/6/2018	Applied Technology Group, Inc.	\$2,680.60	WR #002
22926	2/6/2018	AT&T	\$68.36	Phone Charges 1/25/18 - 2/24/18
22927	2/6/2018	Central Valley Ag Grinding, Inc.	\$40.00	Waste Disposal - December
22928	2/6/2018	Central California Safety Council	\$80.00	CPR Renewal
22929	2/6/2018	Consumers Choice Pest Control	\$75.00	Quarterly Pest Control
22930	2/6/2018	Fresno Valves & Castings, Inc.	\$2,532.11	36" 101C Gate
22931	2/6/2018	George Reed, Inc.	\$2,949.64	Minus 18
22932	2/6/2018	George W. Lowry, Inc.	\$2,737.30	Motor Oil, Motor Grease
22933	2/6/2018	Gilton Solid Waste Management, Inc.	\$289.59	Refuse Charges - January
22934	2/6/2018	Haidlen Ford	\$13.52	Nozzle Assembly, Tubes, Bolts
22935	2/6/2018	Hilmar Lumber, Inc.	\$29,749.82	Elbows, Couplers, Tees, 15" PVC Pipe
22936	2/6/2018	Modesto Steel	\$4,733.80	Flat Bar, Angles, Pipes
22937	2/6/2018	Morrill Industries, Inc.	\$30.23	Adapters, Gaskets
22938	2/6/2018	Resource Building Materials	\$129.75	Redi Mix
22939	2/6/2018	Snap-on Industrial	\$577.98	1/4" Head Techwrench, Socket Sets
22940	2/6/2018	Target Specialty Products	\$19,504.25	Bullseye, Roundup Pro, Dimension, Cleantraxx
22941	2/6/2018	Huber, Roy A. & Shanna M.	\$100.00	Refund - APN: 010-032-026
22942	2/6/2018	W. H. Breshears, Inc.	\$1,072.32	Fuel
22951	2/12/2018	California State Disbursement Unit	\$207.69	Levy
22952	2/12/2018	California State Disbursement Unit	\$320.30	Levy
22953	2/12/2018	City of Oakdale - Utilities	\$303.09	Water/Sewer 12/16/17 - 1/15/18
22954	2/12/2018	Franchise Tax Board	\$396.11	Levy
22955	2/12/2018	Verizon Wireless	\$1,716.30	Cimis Station, Cell Phone Charges - January
22956	2/20/2018	Ace Hardware	\$806.56	Ball Driver, Couplings, Nut Set, Hex Shank Bit, Drill Bit
22957	2/20/2018	Acme Rigging & Supply Company	\$39.58	Tags, Proof Test
22958	2/20/2018	ACWA-JPIA	\$9,913.75	Dental/Vision Insurance - March
22959	2/20/2018	Advanced Control Solutions	\$18,904.74	20" Flow Meter, 100' Cable
22960	2/20/2018	Allied Concrete Pumping, LLC	\$1,903.00	Concrete Pumping Services
22961	2/20/2018	Allied Concrete and Supply Co., Inc.	\$8,290.17	Concrete
22962	2/20/2018	Big T Hydraulics	\$114.47	O Rings, Back Up Rings, Rod Wipers, Polyseal
22963	2/20/2018	Boutin Jones, Inc.	\$3,277.50	Attorney Fees
22964	2/20/2018	Bumgardner Biological Consulting, Inc.	\$63,304.56	WR #005
22965	2/20/2018	Casey Moving Systems Records Management	\$96.00	Shredding - January
22966	2/20/2018	C & C Portables, Inc.	\$1,281.93	Portable Toilet Rental - February

Accounts Payable
Check Register - February 20, 2018



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
22967	2/20/2018	Central Valley Ag Grinding, Inc.	\$88.00	Waste Disposal - January
22968	2/20/2018	Coffee Break Service, Inc.	\$160.50	Coffee Service
22969	2/20/2018	Comcast Business	\$319.94	Office Phone Charges - February
22970	2/20/2018	CoreLogic Solutions, LLC	\$272.00	Real Quest - January
22971	2/20/2018	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$40,752.15	Attorney Fees
22972	2/20/2018	Davids Engineering, Inc.	\$15,843.25	WR #006, #008
22973	2/20/2018	Denair Lumber Company, Inc.	\$346.10	Lumber
22974	2/20/2018	Dennis Wing Trucking	\$4,806.00	Haul Dirt
22975	2/20/2018	Department of Fish and Game	\$400.00	Annual CNDDDB Renewal
22976	2/20/2018	Devnalysis	\$595.00	Development Services, Hosting
22977	2/20/2018	Environmental Systems Research Inst., Inc.	\$25,000.00	Small Utility Term Enterprise License - 2018
22978	2/20/2018	Evans, Michael G.	\$199.90	Health and Wellness Reimbursement - Aug. - Dec.
22979	2/20/2018	Far West Laboratories, Inc.	\$390.00	Bac-T Tests
22980	2/20/2018	Fastenal Company	\$730.10	Storage Rack, Head Lamps
22981	2/20/2018	Fishbio Inc.	\$4,031.72	Honolulu Bar III 10/1/17 - 10/31/17
22982	2/20/2018	Fresno Valves & Castings, Inc.	\$14,049.15	4" AirVents, 12" SlideGate, 12" 18" 21" 30" & 36" 101C Gates
22983	2/20/2018	George Reed, Inc.	\$3,338.90	Crushed Rock
22984	2/20/2018	GGD Oakdale LLC	\$2,414.07	DSO Office Lease - March
22985	2/20/2018	Giuliani & Kull, Inc.	\$32,600.00	Engineering Services, WR #068, #069, #070
22986	2/20/2018	Grainger	\$1,157.75	Number Kit, Face Shield, Ear Muffs, Self Drilling Screws
22987	2/20/2018	Grating Pacific, Inc.	\$4,983.83	Welded Steel Grating
22988	2/20/2018	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape Maintenance - January
22989	2/20/2018	Mesa Industries, Inc.	\$315.29	Nozzle, Nozzle Tip
22990	2/20/2018	Haidlen Ford	\$641.81	Sensors, U Joint Kits, Socket Assembly, Blade Assembly
22991	2/20/2018	Hilmar Lumber, Inc.	\$1,230.19	4" PVC Pipe, Adapters, Elbows, 8" X 6" Reducer
22992	2/20/2018	Hixco	\$582.57	Anchor Bolt, Hex Nut, Flat Washer
22993	2/20/2018	Hughson Farm Supply	\$166.95	Gaskets, Fuel Line, Plug, Carburetor, Hoses
22994	2/20/2018	Industrial Electrical Co.	\$13,196.30	WR #011
22995	2/20/2018	Jorgensen Company	\$715.28	Sensor
22996	2/20/2018	Kaiser Foundation Health Plan, Inc.	\$55,366.70	March 2018 Health Insurance
22997	2/20/2018	McMaster-Carr	\$397.36	Straight Edge, Hex Head Screws, Drill Bits, Drill Guide
22998	2/20/2018	Mission Uniform Service	\$1,687.80	Uniform Service
22999	2/20/2018	Modesto Battery	\$613.81	Batteries
23000	2/20/2018	Modesto Irrigation District	\$119.22	Electricity
23001	2/20/2018	Modesto Steel	\$4,077.72	Hot Roll Sheet, Plasma Cutting, Gauge Sheet, Flat Bar
23002	2/20/2018	Morrill Industries, Inc.	\$2,829.03	Gaskets, Couplers
23003	2/20/2018	Motor Parts Distributors, Inc.	\$71.97	Bulbs, Filters, Plugs
23004	2/20/2018	Oakdale Automotive Repair & Tire	\$3,210.60	11R22.5 Tires, P265 Tires, LT265 Tires
23005	2/20/2018	Oakdale Auto Parts	\$273.23	Belts, Hose Fittings, Lighting, Plugs, Rotors Turned
23006	2/20/2018	Office Depot	\$949.57	Office Supplies
23007	2/20/2018	OID Improvement Districts	\$111,137.85	December 2017 Collections Reimbursement
23008	2/20/2018	O'Laughlin & Paris LLP	\$26,126.36	Attorney Fees
23009	2/20/2018	P G & E	\$10,564.86	Electricity
23010	2/20/2018	P & L Concrete Products, Inc.	\$1,379.21	Concrete

Accounts Payable
 Check Register - February 20, 2018



Oakdale Irrigation District
 1205 East F Street
 Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
23011	2/20/2018	Redwood Health Services	\$252.75	125 Cafeteria Plan & Cobra - March 2018
23012	2/20/2018	Resource Building Materials	\$138.86	Redi Mix
23013	2/20/2018	Rocha, Vincent	\$52.50	Steel-Toe Boots Reimbursement
23014	2/20/2018	Rubicon, Inc.	\$253,478.99	Flume Gates and Meters
23015	2/20/2018	Scheftic, John	\$96.00	Health and Wellness Reimbursement - Dec. and Jan.
23016	2/20/2018	Sheldon, Emily	\$1,126.96	ESRI Water Conference - Lodging, Parking
23017	2/20/2018	Snap-on Industrial	\$95.26	General Service Set
23018	2/20/2018	Spray & Son Janitorial, Inc.	\$2,450.00	Monthly Janitorial Service - January
23019	2/20/2018	Stanislaus County Auditor-Controller	\$8,709.52	Election Costs - Division 2 and Division 5
23020	2/20/2018	Streamline	\$400.00	Monthly Website Fee - January
23021	2/20/2018	Sutter Health Plus	\$32,012.02	March 2018 Health Insurance
23022	2/20/2018	Target Specialty Products	\$19,074.00	Dimension
23023	2/20/2018	TP Express	\$150.00	Portable Toilet Rental - February
23024	2/20/2018	Tractor Supply Co.	\$159.14	Steel Boxes, Wheels
23025	2/20/2018	Tri-West Tractor Incorporated	\$251,158.84	Front End Wheel Loader w/ Attach, Radiator and Fan Assem.
23026	2/20/2018	Turlock Auto Parts	\$183.15	Starter - #52
23027	2/20/2018	United Rentals Northwest, Inc.	\$1,489.16	12' Truck Stake Rental
23028	2/20/2018	Visa	\$621.11	Portable Printer, Power Cord, Phone Clips
23029	2/20/2018	Visa	\$734.25	Car Charger, Hammer, Aluminum Platform, Metal Shelving
23030	2/20/2018	W. H. Breshears, Inc.	\$8,170.65	Fuel
23031	2/20/2018	White Cap Construction Supply	\$1,319.60	Snapties, Batteries, Shanks, Chisels, Hammers, Bushings
23032	2/20/2018	Wienhoff Drug Testing, Inc.	\$255.00	Random Drug Testing - January
23033	2/20/2018	Wille Electric Supply Co., Inc.	\$201.43	Conduit, Elbow
23034	2/20/2018	Zep Sales & Service	\$806.78	Dual Force
			<u>\$1,158,482.40</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
February 20, 2018

Void Check No. 22832, 22943 - 22950

THE FOREGOING CLAIMS, NUMBERED 22915 Through 23034 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 5
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve

BACKGROUND AND DISCUSSION:

Check number 1243 for the reimbursement of Improvement District's December 2017 O & M expenses in the amount of \$58,774.72 is being submitted for Board approval.

FISCAL IMPACT: \$58,774.72

ATTACHMENTS:

- Statement of Obligations
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

1243

DATE: 20-Feb-18		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	DECEMBER O & M Expense	I.D. #	DECEMBER O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	\$2,410.29		
19	\$261.02	45	952.43		
20		46	2,381.28	I.D. #	Construction In Progress
21		48	1,100.98		
22	445.32	51	51,223.40		
26		52			
29					
SUB-TOTAL	\$706.34	SUB-TOTAL	\$58,068.38	SUB-TOTAL	\$0.00
VOUCHER CHARGES					
Maintenance & Operations					\$58,774.72
Capital Projects					\$0.00
TOTAL AMOUNT					\$58,774.72

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2018 - FEBRUARY 28, 2018**

CHECK NO.	PAYABLE TO:	AMOUNT	DATE
1242	OAKDALE IRRIGATION DISTRICT	\$46,979.37	01/09/2018
1243	OAKDALE IRRIGATION DISTRICT	58,774.72	02/20/2018

THE FOREGOING CLAIM NUMBERED 1243 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 6
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 074 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PREPARE A PLAT AND LEGAL DESCRIPTION FOR A TWENTY FOOT EASEMENT FOR THE ROOT DRAIN THROUGH APN: 006-002-089

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 074

BACKGROUND AND/OR HISTORY:

Work Release No. 074 will allow Giuliani & Kull to provide the necessary professional services to prepare a plat and legal description for a 20' easement through the above noted parcel for the Root Drain. Giuliani and Kull will also provide the necessary research, calculations and drafting to prepare a plat and legal description for use as exhibits in an OID easement document.

Giuliani & Kull will perform said professional services on a Time and Material basis for an estimated amount of \$750.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 074 for professional services to prepare the plat and legal description as described above.

FISCAL IMPACT: Estimated amount: \$750.00

ATTACHMENTS:

- Work Release No. 074 w/ Exhibit "A"

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release #074

**Root Drain Easement – Plat and Legal
Descriptions
APN: 006-002-089**

Description

The Oakdale Irrigation District (OID) requires Giuliani & Kull to prepare a plat and legal description for an easement 20' in width. Giuliani & Kull will perform the necessary research and provide the necessary resources for the calculations and drafting to prepare a plat and legal description for use as exhibits in an OID easement document. The plat and legal description is for a new 20' easement for the Root Drain through the above referenced parcel. See the attached Exhibit "A" for details, inclusions and exclusions.

Pricing & Schedule

Pricing to perform the Scope of Work described will be on a Time & Materials basis using the Hourly Rates in accordance with 2009-PSA-015 with an estimated cost as follows.

Easement Legal Description and Plat	<u>\$ 750.00</u>
--	-------------------------

The Work is to start and be completed as soon as possible.

Terms and Conditions:

All Terms and Conditions for Work Release No. 074 will remain in effect as identified in the Professional **Services Agreement 2009-PSA-015**.

Oakdale Irrigation District

Giuliani & Kull, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Bill Kull

Title: General Manager

Title: President

Date: _____

Date: _____

Exhibit "A"



February 8, 2018

Eric Thorburn
Oakdale Irrigation District
1205 E. F Street
Oakdale, CA 95361

Subject: Proposal for Surveying Services
New Root Drain Easement – APN 006-002-089

Dear Mr. Thorburn:

We are pleased to offer the attached estimate for surveying services associated with creating an easement for the Root Drain through those lands defined below:

- APN 006-002-089

We understand that it is your desire to have a plat and legal description prepared for the purpose of describing a new easement along the westerly property line of APN 006-002-089 that when combined with the existing easement on the adjacent property to the west will have an overall width of 40 feet. A scope of services is attached for your review.

We look forward to working with you on this project.

Sincerely,

GIULIANI & KULL, INC.

Kevin S. Cole, P.L.S.
P.L.S. 8853

AGREEMENT

ESTIMATE FOR SURVEYING SERVICES

SITE

O.I.D. Root Drain

- APN 006-002-089

CLIENT

Oakdale Irrigation District

Contact: Chase King

1205 E. F Street

Oakdale, CA 95361

(209) 847-0341

CONSULTANT

Giuliani & Kull, Inc.

440 S. Yosemite Avenue, Suite A

Oakdale, CA 95361

(209) 847-8726

This agreement entered into in Oakdale, California hereby binds the Client and Consultant to the following Scope of Services and Compensation:

SCOPE OF SERVICES

The following scope of services is offered for preparing plats and legal descriptions for the purpose of acquiring a new district easement through Stanislaus County APN 006-002-089 that when combined with the existing easement on the adjacent property to the west will have an overall width of 40 feet.

TASK 1 –Easement Legal Description and Plat

Consultant will prepare a legal description and plat describing a new district easement for inclusion in O.I.D. easement documents.

SERVICES NOT INCLUDED

The following services are specifically not included as a part of the consultants work effort under this contract:

- Boundary Survey
- Easement Route Survey
- Environmental documents, reports or studies
- Architectural, landscape architecture or structural services
- Utility design for gas, sewer, water, electric or phone
- Payment of fees associated with the herein described scope of work
- Pump and Structure Design
- Geotechnical, Well, & Septic System Design
- Record of Survey
- Setting of property corners

The above listing is not intended to be exhaustive and shall not be construed to include any work as offered under this proposal except as specifically identified in the Scope of Services.

CLIENT PROVIDED DATA

The following data information and materials are to be provided by the Client:

- Payment of application, permitting fees, plan checking, and/or recording fees
- Access to the site for survey work
- Any additional information available regarding the project (Deeds, Title Report)

COST OF SERVICES

The cost of the professional services described in the Scope of Services is estimated as follows:

TASK 1 –Easement Legal Description and Plat	<u>\$750.00</u>
TOTAL	<u>\$750.00</u>


TERMS

The services described herein will be provided in accordance with the existing Professional Services Agreement. Work performed will be billed in accordance with our Schedule of Hourly Rates as approved by the Oakdale Irrigation District Board of Directors.

If this proposal is acceptable, please provide written authorization to proceed at your earliest convenience. We look forward to working with you on this project.

Respectfully submitted,

Accepted,



Kevin S. Cole, L.S.
Giuliani & Kull, Inc.
PLS#8853

Title: _____
Date: _____

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 7
APN: N/A

SUBJECT: APPROVE AWARD OF BID TO GARTON TRACTOR FOR ONE (1) - 16K TILT-BED TRAILER

RECOMMENDED ACTION: Approve award of bid to Garton Tractor, the lowest responsive bidder

BACKGROUND AND/OR HISTORY:

Staff solicited bids from five (5) vendors, Garton Tractor, Tri-West Tractor, Ahern Rental, United Rentals and Bonander Trailer. Of the five vendors, two bids were received. Garton Tractor provided the lowest responsive bid of \$12,342.20 for one (1) each trailer 16K tilt bed trailer.

Staff's recommendation is to purchase one (1) – 16K Tilt-Bed Trailer from Garton Tractor for a total amount of \$12,342.20. The amount budgeted for 2018 was \$17,000.00.

FISCAL IMPACT: \$12,342.20 (Budget \$17,000.00)

ATTACHMENTS:

- Bid Package
- Bidder's List
- Bidder's Response

Board Motion:

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

VOTE:

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

Action(s) to be taken:



1205 East F Street, Oakdale, CA 95361- 209-847-0341 - Fax: 209-847-3468 - www.oakdaleirrigation.com

REQUEST FOR BID

THIS IS NOT AN ORDER

Bid Number: 2018-001
 Date Mailed: 01/23/2018
 Return No Later Than: 9 A.M. on 02/14/2018

Instructions:

1. Read Instructions and conditions on reverse side before quoting.
2. Quote on each item separately.
3. Specify how many are in the unit of the product you are quoting.
4. State warranty period, if any, on equipment and maintenance agreement terms.
5. Price quoted FOB destination, unless otherwise stated.
6. Complete and sign all pages of the quotation. Any unsigned quotation will be considered non-responsive and void.
7. Return this form and all attachments, keeping one copy for your reference. Show bid number on outside of envelope if one is given.

Send a price on the following: If the price (s) does not include shipping, quote estimated shipping cost. If you are the qualifying low bid, you will be notified by phone or mail within 14 days or less.

<u>Item No.</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Mfg Brand and or Trade Name</u>	<u>Unit Price</u>	<u>Amount</u>
001	1	Ea.	<p>16K Tilt-Bed Trailer</p> <p>See the attached specification sheet for details</p> <p>Include and specify <u>ALL</u> fees.</p> <p>Include documentation and licensing.</p> <p>All taxes included.</p> <p>Provide ETA to Oakdale Irrigation District for delivery.</p> <p>Price quoted is FOB destination.</p> <p>Return Bid to the Attention of: Jason R. Jones, Support Services Manager Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361</p> <p>Please call Jason Jones at (209) 840-5535 or email at jjones@oakdaleirrigation.com. If there are any questions or clarifications need.</p>			

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES. THIS IS REQUIRED BY LABOR CODE SECTION 6382 AND 6090 GENERAL INDUSTRIAL SAFETY ORDER SECTION 519, TITLE 6 CA ADMIN CODE, MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT.

<p>We agree to furnish the above articles and/or services at the price shown and terms stated, subject to the instructions and conditions on both sides of this form.</p> <p>Company Name: _____</p> <p>Address: _____</p> <p>Authorized Signature: _____</p> <p>Title: _____</p> <p>Phone: _____ 800 No. _____</p> <p>Fax No.: _____</p>	<p>Business License No. _____</p> <p>Federal ID No. _____</p> <p>Ca. Sales or Use Tax Permit No. _____</p>	<p>Subject to cash discount of ____ % in ____ days</p> <p>Cash Discount of less than 15 days will be considered net. Quotations are FOB</p> <p>_____</p> <p>Delivered unless otherwise specified</p> <p>Complete delivery will be made in ____ days from receipt of order unless otherwise indicated</p>
---	--	--

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or in ink. No erasures permitted. Mistakes may be corrected by crossing out wrong entry with correction placed adjacent and initialed in ink.
2. Specify brand or make on each item. If quoting article exactly as specified so state with words "as specified". If quoting on other than make, model or brand specify the manufacturer's name, and catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote each item separately. Prices should be stated in units specified herein.
4. Each bid must be in separate sealed envelope with quotation number on outside, and must be submitted to Oakdale Irrigation District, 1205 East F Street, Oakdale Ca 95361 by 2:00 p.m. on the day specified. At that specified time the bids will publicly be opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. If time varies on different items, vendor will so indicate.
6. Terms of less than 15 days for each will be considered net in evaluating the quotation.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature sales or use taxes.
8. Unless otherwise definitely stated, the prices quoted herein do not include sales or use taxes.
9. No charges for transportation, containers, packing, etc. will be allowed unless so specified in your quotation.
10. The right is reserved to reject any, or all quotations, or to waive any informality in quotes, and to accept or reject any items thereon.
11. Samples of items, when required, must be furnished free of expense to the Oakdale Irrigation District and if not destroyed by tests will upon request be returned at the vendor's expense.
12. In case of default by the vendor, the Oakdale Irrigation District may procure the articles, or services from other sources, and may deduct from unpaid balance due the vendor, or may collect against the bond of surety for excess costs to paid, and the prices paid by the Oakdale Irrigation District shall be considered the prevailing market price at the time such purchase is made.
13. Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be charged to the account of the vendor.
14. The vendor shall hold harmless the Oakdale Irrigation District, its officers, agents, servants and employees, from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or appliance furnished or used under this quotation.
15. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes or Acts of God. (FORCE MAJEURE).
16. Quotations are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated.
17. Verify your quotations at any time within 30 days after opening of same, unless otherwise stipulated.
18. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
19. Amount paid for transportation of property to the Oakdale Irrigation District is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Oakdale Irrigation District, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
20. Unless otherwise specified, all equipment or articles shall be new and of the latest model; not used, remanufactured or reconditioned.
21. Unit price for each item offered shall include packing and shipping unless otherwise specified. A total shall be entered in the Amount column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed to be correct.
22. Time will be of the essence for any orders placed as a result of this quotation. The Oakdale Irrigation District reserved the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified on the quotation form.



OAKDALE IRRIGATION DISTRICT ONE (1) EACH 16K TILT – BED TRAILER

Item No. 001 – One (1) each 16K tilt-bed trailer Specifications:

- Hitch: Rated Pintle Eye with multi position mounting plate for various hitch heights ranging from 17.5” to 26.5”
- Jack: 10,000lbs. capacity or greater with drop leg
- Safety Chains: Two (2) each 3/8” x Grade 70 high test cadmium plated with slip hooks and safety latches
- Deck Latch: Over-center type with tension adjustment and safety pin
- Cushion Cylinder: 3”x12” with internal metered flow to cushion loading and unloading, or equivalent
- Load Securement: Twelve (12) each, six (6) per side 1” D-Ring type mounted on outside of frame rails, twelve (12) each, six (6) per side stake pockets
- Axles: Two (2) each 8,000lb. capacity
- Hubs: Eight (8) bolts on 6.5 bolt circle with 5/8” flange type lug nuts or equivalent
- Brakes: 12” x 2” minimum electric brakes, both axles with 12 volt breakaway kit with battery
- Suspension: Rubber torsion
- Wheels: Five (5) each 17.5” x 6.75” eight (8) hole disc type 6.5 bolt circle or equivalent
- Tires: Five (5) each 215/75R 16 radial load range H or equivalent
- Lights: All vehicle lighting to meet current vehicle lighting standards as of this date, per the Department of Transportation (DOT) and the Federal Motor Vehicle Safety Standards (FMVSS).
- Decking: 2” rough surface No.1 grade Fir with fasteners at all cross members or equivalent

Item No. 001 – One (1) each 16K tilt-bed trailer Specifications – continued

- Paint: Painted with a primer and two (2) coats of durable Fleet White urethane enamel paint.
- Main Frame: 6" x 3" x ¼" Tube – ASTM A500B or structural "C" channel – ASTM A-36 or equivalent
- Deck Cross Members: 3" x 1½" x 1/8" Tube – ASTM A500B or structural "C" channel – ASTM A-36 or equivalent
- Deck Perimeter Rails: 6" x 3" x ¼" Tube – ASTM A500B or structural "C" channel ASTM – 36 or equivalent. Railing to not extend above the top of the deck.
- Trailer Dimensions: Overall length 26', Deck width 82.5" minimum between fenders, Deck length 20.5' with 4' stationary front deck, Deck height 24" (loaded) or equivalent. Stationary front deck is mandatory.
- Solid front bulkhead mounted
- Maximum load angle of tilt bed not to exceed 12 degrees
- Open storage tool box/tray mounted in tongue section of frame

Vendor List for Trailers



Oakdale Irrigation District
Tilt Bed Trailer Bidders List
Jan 22, 2018

Tri-West Tractor

6281 South Front Road
Livermore, CA. 94550
925-455-8200
Attn: Randy Cram

Ahern Rental

1419 South Seventh Street
Modesto, CA. 95351
209-571-5000
209-535-1789
Attn: Brian Booza

United Rentals

1331 Caldwell Avenue
Modesto, CA. 95350
209-521-6250
209-595-4002
Attn: Christine Middleton

Bonander Trailer

4401 N. Golden State Blvd.
Turlock, CA 95380
209-668-3340
Attn: Keith Mello

Garton Tractor

5933 McHenry Ave.
Modesto, CA 95356
209-538-0911
209-552-5986
Attn: Scott Kuhlwein

5933 McHenry Avenue
 Modesto, CA 95356
 (209)538-0911
 Fax (209)538-3617



Quality People. Quality Products®
1-877-TRACTOR
 FEB 14 2018
 (1-877-872-2867)
 www.GartonTractor.com
 Oakdale ID
 Cx
 NT

RETAIL PURCHASE ORDER

Buyer: Oakdale Irrigation District Attention: Jason Jones 209-840-5535 Bid # 2018-001 Date: 2/14/2018
 Address: 1205 East F Street City, State: Oakdale, Calif. Zip: 95361
 Invoice No: _____ Date: _____ Phone #: 209-847-0341 P.O. # _____ Sales Tax District: Stanislaus
 E-Mail: _____

New or Used	Make	Model	Serial #	Stock #	Description	Amount
New	TrailMax	T-16-UT	Special Order		1 - New 2018 TrailMax Model # 15753, T-16-UT (4+16)	
					18,000 lb - GVWR	
					13,820 lb - Capacity	
					Trailer Weight - 4180 lb's	
					Lunette Eye Hitch - Option Included In Quote.	
					2 - 8,000 lb Axles with Rubber Torsion Suspension.	
					12.25" x 3 3/8" Electric Brakes Both Axles.	
					17.5" x 6.75", 8 Hole 6.5" Bolt Circle	
					215/75R 17.5 Radial Load Range H	\$10,587.00
					Lockable Toolbox & Open Tool Tray.	

TRADE-INS: Buyer Certifies Below Trade-Ins to be free of encumbrances except as noted.						Freight:	\$679.00			
Year	Make	Model	Serial #	Stock #	Description	Trade-In Allowance	Subtotal:	\$11,266.00		
							Tax Rate: 7.875%	\$887.20		
							Cal. Tire Tax:	\$7.00		
							Predelivery	\$75.00		
							Ca. License	\$107.00		
Trade-In Allowance						Amount Owing	\$ -	Net Trade-In Allowance	Total Delivered Price:	\$12,342.20

"Trade-In's must be turned in or picked up no later than 5 days after delivery of purchased equipment."

Financing Terms:
 Quote Reflects Cash Sale
 ETA - 3 - 4 Weeks
 Warranty; See Seperate Warranty Terms.

Trade-In Allowance _____
 Less Cash Down Payment* _____
Total Down Payment _____
 Unpaid Balance \$12,342.20
 PD Insurance: _____
 Other Charges: _____
AMOUNT FINANCED OR DUE ON DELIVERY \$12,342.20

Initial _____ SAFETY OR OPERATION/MAINTENANCE PROCEDURES: BUYER acknowledges receipt of the operators manual for the above equipment and understands safety in operation and maintenance procedures.
 _____ ROPS REFUSAL: BUYER has knowingly and voluntarily refused to purchase rollover protection structure after DEALER discussed with BUYER its Importance and availability.
 _____ SOLD USED AS-IS: NO Warranty of any kind has been expressed or implied by the dealer or his agent.
 _____ SOLD WITH MANUFACTURER BASE WARRANTY*: Start- _____ End- _____ Hour Limit- _____
 _____ SOLD WITH MANUFACTURER POWERTRAIN WARRANTY*: Start- _____ End- _____ Hour Limit- _____
 _____ SOLD WITH EXTENDED COVERAGE PER ATTACHED PROVISIONS: _____
 Deductible- _____ Start- _____ End- _____ Hour Limit- _____

ALL DEALER WARRANTY REPAIRS MADE UNDER THIS AGREEMENT MUST BE MADE IN DEALER'S SHOP AND BUYER IS RESPONSIBLE FOR ALL TRANSPORTATION COSTS INCLUDING PICKUP AND DELIVERY TO THE DEALERSHIP AND FIELD SERVICE CHARGES. THE WARRANTY DOES NOT INCLUDE ANY "LOANER" OR EQUIPMENT AT NO CHARGE DURING THE WARRANTY REPAIR. NO WARRANTY IS GIVEN BY THE DEALER FOR TIRES, BATTERIES, OR ACCESSORIES, AND THE BUYER IS FULLY RESPONSIBLE FOR REPAIRS NECESSITATED BY ACCIDENT, MISUSE OR NEGLIGENCE. THE BUYER IS RESPONSIBLE FOR INSURANCE ON THE PURCHASED PRODUCTS. SPECIAL ORDER DOWN PAYMENTS ARE NOT REFUNDABLE. *BUYER ACKNOWLEDGES RECEIPT OF THE MANUFACTURER'S WARRANTY INFORMATION.

I hereby agree to the conditions of this order expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 18 years or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this Agreement and any extension, renewal or modification thereof, buyer hereby grants to Dealer a security interest in all of the goods described herein, and all accessories and additions thereto and all proceeds thereof.

Buyer's Signature _____ Date _____

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER
 Salesman: Scott Kuhlwejn *Scott Kuhlwejn* Accepted by: _____
 Thank You! (Dealer's Signature)

RETAIL PURCHASE ORDER

Date 2/2/2018

BONANDER TRAILER SALES

4401 N Golden State Blvd, Turlock, CA 95382

209-668-3340

Received

Oakdale ID C&NF

For: **Oakdale Irrigation District** Bid#: 2018-001 Atten: **Jason R. Jones**
 Address: _____ E-Mail: _____
 Phones: _____

Type	<u>Trailer</u>	Color	<u>White</u>
Model	<u>T-16-UT</u>	Deck Material	<u>Wood</u>
Mfg.	<u>TrailMax</u>	Axle Quantity	<u>2</u>
Width	<u>82.5</u>	Axle Size	<u>8K</u>
Length	<u>16+4</u>	Axle w/Brakes	<u>2</u>
Height		Brake Type	

Stock#	_____
VIN#	_____
Mfg. GVWR	<u>18,000</u> lbs.
Approx. Curb Weight	_____ lbs.
Approx. Payload	<u>13,820</u> lbs.

#	Description	Qty.	Base Price	
1	TrailMax T-16-UT	1		\$13,999.00
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -

Notes:

Total Of Options:	
Total Base & Options:	
Freight	
Misc.	
Trailer Subtotal	\$ 13,999.00
Doc Fee	\$ 65.00
8.38% Tax	\$ 1,177.86
DMV Fee:	\$ -
CA. Tire Fee:	\$ 7.00
FET	
Labor	
Delivery	

Total Amount	\$ 15,248.86
Deposit	
Balance	\$ 15,248.86

are estimates only and cannot be guaranteed by Bonander Trailer Sales. Deposits are non refundable. Any modifications to this proposal must be in writing.

TOTAL AMOUNT \$ 15,248.86

Accepted By:
Signature:

Date: 2.2.2018

Bonander Trailer by: **Keith Mello**
Signature: *Keith Mello*

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 8
APNs: 010-025-104/105/106

SUBJECT: APPROVE ACCEPTANCE OF DEDICATION OF DOMESTIC WATER DISTRIBUTION SYSTEM FOR THE BLACK OAK CT. SUBDIVISION (APNs: 010-025-104/105/106 – ARCOS FAMILY REVOCABLE TRUST, STEVE AND TISHA LECOUBE)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The parcels noted above were connected to the OID Rural Water System in 2015 per the conditions of a Board approved Will Serve Letter and subsequent Developers Agreement entered into with the developer, Mr. Leo Arcos. The new system was inspected by OID, has passed the bacteria and fire flow testing, and all costs associated with the project have been paid by Mr. Arcos. The parcels are currently undeveloped, however OID is in possession of three developer provided meters to install as necessary when water service on the parcels is needed. OID Staff recommends approval of the attached resolution to accept the new distribution system into the OID Rural Water System.

FISCAL IMPACT: The Rural Water System buy-in fees have been collected from the developer.

ATTACHMENTS:

- Landowner Letter of Dedication
 - Parcel Site Map
 - Resolution
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

07/05/2017

Received

JAN 16 2018

Oakdale ID
Counter

Oakdale Irrigation District

1205 East F Street

Oakdale, CA 95361

Letter of Dedication

RE: Black Oak Court Project

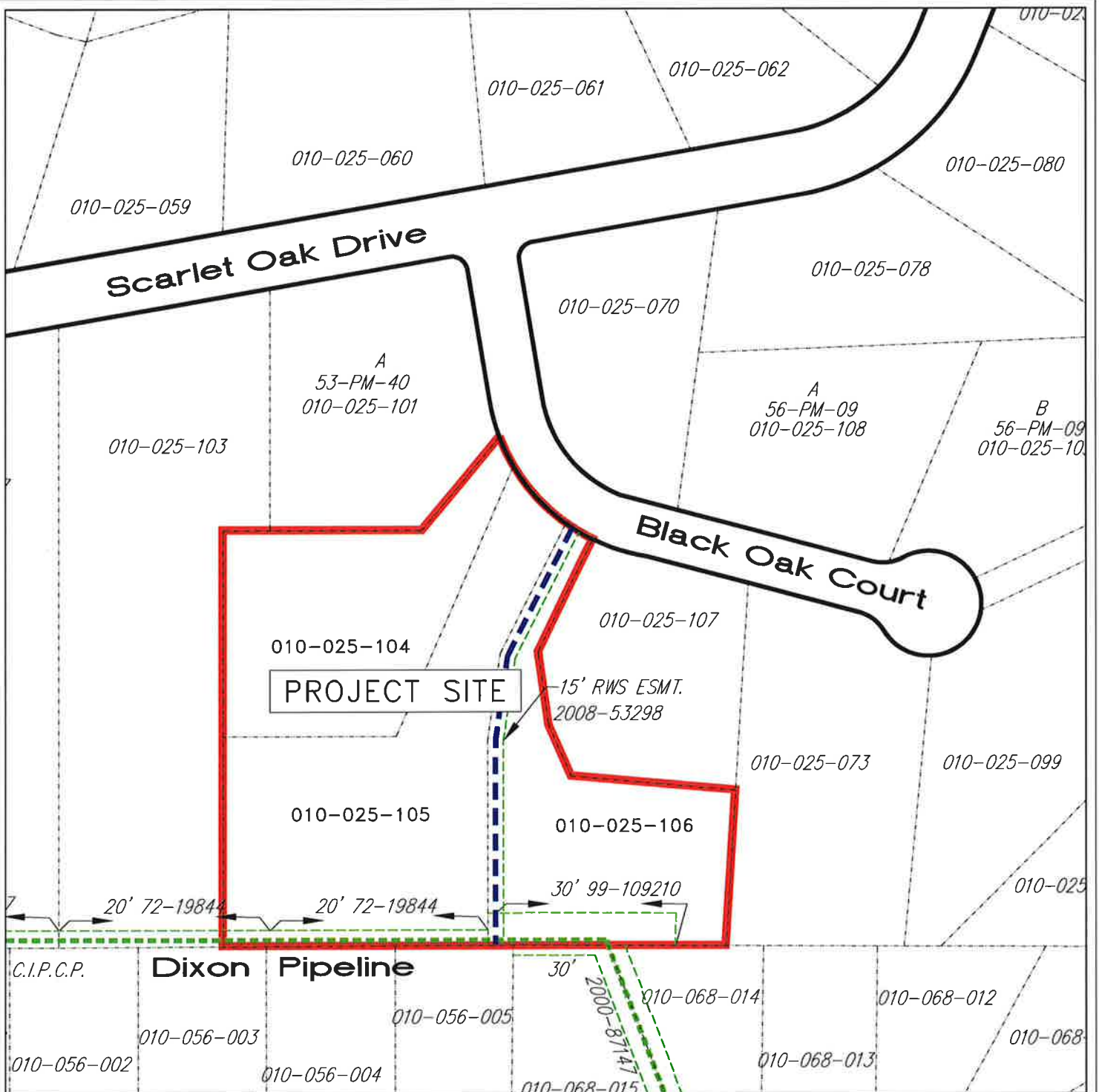
I ask that the OID Board please accept the new system from our Black Oak Court project into their Rural Water System. I am available anytime for questions or clarification needed.

Best Regards,



Leo Arcos Sr.

209-595-4550



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
RWS CONNECTIONS ON
BLACK OAK COURT



DATE: Feb. 6, 2018
DRAWN BY: ECS
CHECKED BY: ECT

APNS: 010-025-104/105/106

NOT TO SCALE
SHEET 1 of 1

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-NIL**

**ACCEPTANCE OF DEDICATION BY LEO ARCOS SR.
OF DOMESTIC WATER DISTRIBUTION SYSTEM FOR THE
BLACK OAK COURT SUBDIVISION**

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

WHEREAS, the developer of the Black Oak Court Subdivision, Leo Arcos Sr., offered to dedicate the domestic water distribution system therein to the OID; and

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

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

1. Developer has paid all monies owed the District, including those generated by the developer's contractors, for staff time.
2. This resolution covers the domestic water distribution system, including distribution system piping, valves, meters, and enclosure boxes, which have been completed to the satisfaction of OID and the County.
3. Written confirmation that the developer has warranted the system to be free of defects and operable for one (1) year from the date of acceptance of said system.
4. The system has passed all water quality tests required by OID, the County, and California Department of Health Services.
5. Three (3) – 1" water meters complying with OID specifications have been delivered to OID.
6. Satisfactory final inspection by OID and the County has been performed.
7. Upon acceptance of dedication the developer has agreed to pay the OID \$15,391.00/lot for a total cost of \$46,173.00 to merge with OID's Rural Water System. These funds are to be placed into the OID's Designated Domestic Water Project Fund.

8. As per the District's Domestic Water Specifications, the developer has submitted a set of "As-Built" drawings, to the District.

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

Upon motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above resolution was adopted this 20th day of February, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/ Secretary



AGENDA ITEMS ACTION CALENDAR

SPECIAL BOARD MEETING OF FEBRUARY 20, 2018

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 9
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO START THE IRRIGATION SEASON ON MARCH 1, 2018 WITH ANTICIPATED WATER DELIVERIES BEGINNING ON MARCH 3, 2018

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

As of today, it's been 27 days since the last significant storm and fields throughout the District are drying out quickly. Per OID's water rights, access to water supplies are not available for delivery prior to March 1st. With no significant precipitation in the near-term forecasts, OID staff is making all preparations for being in a position to bring water into the system as soon as possible on March 1st.

A majority of the deliveries and the start of the first rotation will occur after system charging, which takes roughly 2-days, making water available to farms on March 3rd. ET is still relatively low this early in the year so while the goal will be to turn the first rotational deliveries in 12 days or less, barring any unforeseen weather patterns in March, the second rotation is not proposed to start until approximately 20-days later on or about March 23rd. Surface water for frost protection and non-rotational deliveries however will continue to be made available during that time.

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 10
APN: 010-075-020

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON THE REQUEST TO WAIVE THE \$100 DEPOSIT AND \$6 LATE CHARGE PLACED ON RURAL WATER ACCOUNT (APN: 010-075-020 - SILVA)

RECOMMENDED ACTION: Deny

BACKGROUND AND/OR HISTORY:

Gary and Jessica Silva are OID rural water customers. They have owned the property located at 10307 Foxborough Drive since October 2016. On February 9, 2018, the District received a written request to remove the \$100 deposit placed on their account due to being late two times within a 12-month period. Deposits are refunded when a customer experiences 12-months without a late-payment. Additionally, a \$6 late fee was applied to their account, as their payment was due on January 31, 2018 but not received until February 5, 2018. The deposit and late fee were applied in accordance with District Policy. The Silva's' have been late 2-times, June 2017 and January 2018.

As mentioned in Ms. Silva's correspondence their intent was to pay their bill prior to the due date.

In accordance with California Water Code section 26000, the Board shall order the Treasurer, to cancel or modify an assessment when it finds that any property has been:

- (b) Assessed by reason of a clerical error for more than its cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in district.

FISCAL IMPACT: \$6.00

ATTACHMENTS:

- Ms. Silva's correspondence dated February 9, 2018
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

From: Jessica Silva
Sent: Friday, February 9, 2018 9:57 AM
To: Kathy Cook <kcook@oakdaleirrigation.com>
Cc: Gary Silva ; Mom
Subject: OID Letter, Acct 005016-000

To Whom It May Concern:

We are writing this letter because we do not agree with the charges to our account.

First Occurrence:

We had a credit on our account because we provided a credit report showing our credit score over 800 after purchasing the lot. On the June statement showed a remaining credit of (\$8.32) on Acct 005016-000, which left us owing 6.08. The check was to be delivered 6/29/17. We disputed it and it was resolved.

Current Dispute:

Regarding the January statement a check in the amount of \$14.40 was mailed to OID on 1/22/18, by Bank of the West, from our auto bill pay, with a due/check date of 1/25/18. Meanwhile we received February statement which showed we were charged a an extra \$106.00 (Late fee and deposit). So I called on 2/5/18 and talked to Denise about disputing the fees she stated that they still hadn't received payment, and I request that she check to make sure, she found the check.

Bank of the West's policy is to send out a paper check three days prior to the date entered as the due date (the date on the printed on the check). In both cases the due date entered was prior to OID's due date.

Also, as I explained to Denise we have another account (Acct# 004754-000) with OID. The payments are sent out by Bank of the West, on an auto bill pay, and there is no problems with that account.

Attached is a letter from Bank of the West showing their information regarding the January payment.

We respectfully request the \$100.00 deposit and \$6.00 late fee be reversed. Per the Bank of the West letter, our intent was to have the bill paid prior to the due date (13 mailing days). Please reverse the charges.

Thank you in advance for your consideration and look forward to your response.

Please note: The Bank of the West letter was fax to (209) 840-5571, Attn: Kathy Cook and Denise, which Denise said that she would attach to this letter.

Sincerely,

Jessica Silva
Gary Silva

BOARD AGENDA REPORT

Date: February 20, 2018
Item Number: 11
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO REVIEW THE NIGHT MEETING SCHEDULE AND MAKE ADJUSTMENTS AS DIRECTED BY THE BOARD

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

This item is on the agenda to give staff direction on the scheduling of future night meetings.

FISCAL IMPACT: None

ATTACHMENTS:

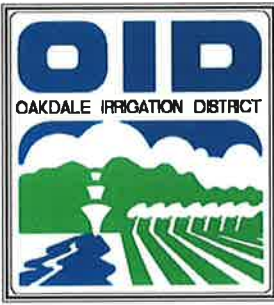
Board Motion:

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

VOTE:

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

Action(s) to be taken:



DISCUSSION ITEMS

SPECIAL BOARD MEETING OF FEBRUARY 20, 2018

DISCUSSION ITEM

Date: February 20, 2018
Item Number: 12
APN: N/A

SUBJECT: DISCUSSION ON 2018 WATER OPERATIONS AND THE POTENTIAL SALE OF SURPLUS WATER

BACKGROUND AND DISCUSSION:

Water Counsel Tim O'Laughlin will present an outlook at how this year's hydrology is shaping up for the 2018 water season. This same presentation was provided at the Tri Dam Project meeting on February 15, 2018. It is being provided again to the OID Board for public awareness.

The expectation is that surplus water will be available, after meeting all local needs, for a potential sale to the San Luis Delta Mendota Water Authority and to the California State Department of Water Resources.

ATTACHMENTS:

- O'Laughlin memo on Exceedance Probability and Water Availability
- 50% and 90% Exceedance Probability Model Runs for New Melones Inflow (January 2017)
- 50% and 90% Exceedance Probability Model Runs for New Melones Inflow (February 2018)
- 50% and 90% Exceedance Probability Model Runs for Vernalis (February 2018)
- **DRAFT** OID and SSJID Water Release Contract

Board Comments:

O'Laughlin Memo on Forecast Outlook

RE: 2018 Spring Water Outlook (Steiner Model Runs) and Water Release/Sale Potential

DATE: February 12, 2018

Attached are four runs by Mr. Steiner; Stanislaus 90%, Stanislaus 50%, and Vernalis at 50% & 90%

- Vernalis under the 90% is bleak. 50% is better. Under either 50% or 90% D-1641 April-May flow objective will not be met;
- Dan used the RFC numbers for Stanislaus 50% & 90%. DWR's numbers just don't track with what is occurring in the watershed and the fact that half of February (usually the wettest month) has been dry;
- Under the 90%, the total to the Districts based on inflow and projected run-off is 473,000 acre-feet;
- The Districts, for purposes of this release, will use 475,000 acre-feet as the floor. Thus, any water above 475,000 acre-feet will go to the Spring Release;
- The Districts' Conservation Account has 103,000 acre-feet. Pursuant to the '88 Agreement and the NMI, the Districts will access the entire conservation account this year;
- The Districts, under the '88 Agreement, will have 576,000 acre-feet of water available on April 1, 2018, if the 90% forecast holds;
- If the hydrology continues to be bad, the amount of water the Districts have above 475,000 acre-feet will decrease.

Steiner – February 11, 2018
Preliminary – Subject to Revision

DWR 90% is 600 TAF WY, based on February 1 conditions.
RFC 90% is about 380 TAF WY (February 9) and recognizes lack of rain during February at date of projection.

Stanislaus River - WY 2018 Projection (90% Exceedence Hydrology) (RFC-based)																		
11-Feb-18																		
Upstream Stanislaus						Goodwin Operation						New Melones						
Stanislaus Unimpaired	Upstr Storage	Upstr Regulation	NM Inflow	Tulloch Storage	Goodwin OI/SSIID	Goodwin CVP	Info 2E	Fish Req - TAF	Fish Req - CFS	Minimum River - TAF	Added Rel - TAF	River Rel - TAF	River Rel - CFS	NM Rel - TAF	NM Net Evap	NM Storage	NM Elev (FT)	
Beginning	211			62,776												2,024	1,054	
Oct 2017	17	177	34	59,143	20.8			51.8	842	51.8	4.4	56	913	69,844	5.1	2,001	1,052	
Nov	46	172	5	48,212	0.0			17.9	300	17.9	43.2	61	1,026	44,551	1.6	1,988	1,051	
Dec	27	142	31	39,072	0.0			18.4	300	18.4	63.7	82	1,337	73,158	1.3	1,981	1,050	
Jan 2018	52	136	5	36,592	0.0		233	22.0	358	22.0	39	61	992	55,537	0.7	1,982	1,050	
Feb	36	132	4	40,000	0.0		Schedule	20.2	364	20.2	31	51	922	49,773	1.0	1,971	1,049	
Mar	54	148	-16	48,000	30.0	0.0		12.3	200	12.3		12	200	44,584	2.6	1,962	1,048	
Apr 1-14	24	161	-13	60,500	20.0	0.0		11.9	428	11.9		12	428	43,020	1.3	1,929	1,045	
Apr 15-30	36	178	-17	62,500	30.0	0.0		31.7	1,000	31.7		32	1,000	62,450	2.1	1,884	1,041	
May 1-15	28	198	-20	64,800	32.0	1.0		29.8	1,000	29.8		30	1,000	64,858	2.0	1,825	1,036	
May 16-31	25	214	-17	67,000	36.0	3.0		9.0	284	9.0		9	284	50,153	1.6	1,782	1,031	
Jun	20	222	-8	67,000	75.0	11.0		11.9	200	11.9		12	200	98,917	3.5	1,691	1,022	
Jul	5	211	11	67,000	86.0	12.0		12.3	200	12.3		12	200	111,268	3.1	1,593	1,012	
Aug	3	192	19	67,000	83.0	12.0		12.3	200	12.3		12	200	108,244	2.7	1,504	1,003	
Sep	2	175	17	63,500	60.0	8.0		11.9	200	11.9		12	200	77,091	2.0	1,444	997	
Total	375	2,125	410	473	47	473	47	273	273	273	181	455	455	31	31	1,444	997	
WY 2018	NMI =		2,125		410		47		273		181		455		31		1,000 acre-feet unless noted	
April-July	Formula =		473															

Upstream is my guess, with Beardsley releases shown to right. A key assumption is the carryover storage EO September.

11-Feb-18	Donnells Storage	Beardsley Storage	TriDam Storage	Spicer Storage	Total Storage
Beginning	52,788	58,365	111,153	99,441	210,594
Oct 2016	37,667	50,541	88,208	88,816	177,024
Nov	34,214	49,669	83,883	88,437	172,320
Dec	16,799	44,172	60,971	80,682	141,653
Jan 2017	13,434	39,184	52,618	83,598	136,216
Feb	13,000	39,000	52,000	80,000	132,000
Mar	20,000	43,000	63,000	85,000	148,000
Apr - 1	26,000	47,000	73,000	88,000	161,000
Apr - 2	35,000	52,000	87,000	91,000	178,000
May - 1	45,000	60,000	105,000	92,500	197,500
May - 2	55,000	65,000	120,000	94,000	214,000
Jun	60,000	70,000	130,000	92,000	222,000
Jul	55,000	68,000	123,000	88,000	211,000
Aug	40,000	65,000	105,000	87,000	192,000
Sep	35,000	55,000	90,000	85,000	175,000

Stor Calculator

Rel cfs	Rel cfs
135.0	Feb
135.0	Mar
135.0	Apr
50.0	May
50.0	Jun
150.0	Jul
300.0	Aug
300.0	Sep

DWR 50% is 710 TAF WY, based on February 1, conditions.
 RFC 50% is about 560 TAF WY (February 9) and recognizes lack of rain during February at date of projection.

Stanislaus River - WY 2018 Projection (50% Exceedence Hydrology) (RFC-based)										Goodwin Operation					New Melones				
11-Feb-18 Upstream Stanislaus										Goodwin Operation					New Melones				
	Stanislaus Unimpaired	Upstr Storage	Upstr Regulation	NMI Inflow	Tulloch Storage	Goodwin O/D/SSU/D	Goodwin CVP	Info 2E	Fish Req - TAF	Fish Req - CFS	Minimum River - TAF	Added Rel - TAF	River Rel - TAF	River Rel - CFS	NM Rel - TAF	NM NetEvap	NM Storage	NM Elev (FT)	
Beginning		211			62,776														
Oct 2017	17	177	34	50	59,143	20.8			51.8	842	51.8	4.4	56	913	69,844	5.1	2,001	1,052	
Nov	46	172	5	51	48,212	0.0			17.9	300	17.9	43.2	61	1,026	44,551	1.6	1,988	1,051	
Dec	27	142	31	57	39,072	0.0			18.4	300	18.4	63.7	82	1,337	73,158	1.3	1,981	1,050	
Jan 2018	52	136	5	57	36,592	0.0		347	22.0	358	22.0	39	61	992	55,537	0.7	1,982	1,050	
Feb	43	136	0	43	40,000	0.0		Schedule	20.2	364	20.2	31	51	922	49,773	1.0	1,974	1,049	
Mar	85	155	-19	66	48,000	40.0	0.0		12.3	200	12.3		12	200	54,594	2.6	1,983	1,050	
Apr 1-14	47	169	-14	33	60,500	30.0	0.0		40.9	1,471	40.9		41	1,471	81,995	1.3	1,933	1,046	
Apr 15-30	71	186	-17	54	62,500	32.0	0.0		51.6	1,625	51.6		52	1,625	84,285	2.1	1,900	1,043	
May 1-15	58	203	-17	41	64,800	35.0	1.0		43.6	1,467	43.6		44	1,467	81,742	2.0	1,857	1,039	
May 16-31	51	219	-17	35	67,000	38.0	3.0		32.7	1,031	32.7		33	1,031	75,856	1.6	1,815	1,035	
Jun	44	222	-3	41	67,000	75.0	11.0		21.6	363	21.6		22	363	108,636	3.5	1,743	1,028	
Jul	11	211	11	22	67,000	92.0	12.0		15.4	250	15.4		15	250	120,342	3.1	1,641	1,017	
Aug	5	192	19	24	67,000	85.0	12.0		15.4	250	15.4		15	250	113,318	2.7	1,549	1,008	
Sep	3	175	17	20	63,500	60.0	8.0		14.9	250	14.9		15	250	80,066	2.0	1,487	1,001	
Total	558	281	2,309	593	508	47	Total	379	Total	379	379	181	Total	560	31	Approx WY	1,000	acre-feet unless noted	
WY 2018	558	281	2,309	593	508	47	Total	379	Total	379	379	181	Total	560	31	Approx WY	1,000	acre-feet unless noted	
April-July	281		Formula =	596															

Upstream is my guess. A key assumption is the carryover storage EOSeptember.

11-Feb-18	Donnells Storage	Beardsley Storage	TriDam Storage	Spicer Storage	Total Storage
Beginning	52,788	58,365	111,153	99,441	210,594
Oct 2016	37,667	50,541	88,208	88,816	177,024
Nov	34,214	49,669	83,883	88,437	172,320
Dec	16,759	44,172	60,971	80,682	141,653
Jan 2017	13,434	39,184	52,618	83,598	136,215
Feb	15,000	41,000	56,000	80,000	136,000
Mar	20,000	50,000	70,000	85,000	155,000
Apr - 1	26,000	55,000	81,000	88,000	169,000
Apr - 2	35,000	60,000	95,000	91,000	186,000
May - 1	45,000	65,000	110,000	92,500	202,500
May - 2	55,000	70,000	125,000	94,000	219,000
Jun	60,000	70,000	130,000	92,000	222,000
Jul	55,000	68,000	123,000	88,000	211,000
Aug	40,000	65,000	105,000	87,000	192,000
Sep	35,000	55,000	90,000	85,000	175,000

Steiner
January 16, 2018

90% Exceedence

Stanislaus River - WY 2018 Projection (90% Exceedence Hydrology)

16-Jan-18	Upstream Stanislaus				Goodwin Operation										New Melones			
	Stanislaus Unimpaired Storage	Upstr Storage Regulation	NM Inflow	Tulloch Storage	Goodwin OI/SS/ID	Goodwin CVP	Info 2E	Fish Req - TAF	Fish Req - CFS	Minimum River - TAF	Added Rel - TAF	River Rel - TAF	River Rel - CFS	NM Rel - TAF	NM Storage	NM Elev (FT)		
Beginning		211		62,776											2,024	1,054		
Oct 2017	17	177	34	59,143	20.8		51.8	842	51.8	4.4	56	913	69,844	2,001	1,052			
Nov	46	172	5	48,212	0.0		17.9	300	17.9	43.2	61	1,026	44,551	1,988	1,051			
Dec	27	142	31	39,072	0.0		18.4	300	18.4	63.7	82	1,337	73,158	1,981	1,050			
Jan 2018	30	136	6	35,000	0.0		22.0	358	22.0	30	52	846	46,024	1,970	1,049			
Feb	34	133	3	35,000	0.0		Schedule	20.2	364	20.2	41	742	36,365	1,970	1,049			
Mar	65	146	-13	48,000	40.0	0.0	12.3	200	12.3	12	200	200	59,584	1,960	1,048			
Apr 1-14	36	161	-15	60,500	30.0	0.0	40.9	1,471	40.9	41	41	1,471	81,995	1,897	1,042			
Apr 15-30	54	194	-33	62,500	32.0	0.0	51.6	1,625	51.6	52	52	1,625	84,285	1,832	1,036			
May 1-15	45	223	-29	64,800	35.0	1.0	43.6	1,467	43.6	44	44	1,467	81,742	1,764	1,030			
May 16-31	40	249	-26	67,000	38.0	3.0	32.7	1,031	32.7	33	33	1,031	75,856	1,701	1,023			
Jun	40	269	-20	67,000	75.0	11.0	21.6	363	21.6	22	22	363	108,636	1,609	1,014			
Jul	8	258	11	67,000	92.0	12.0	15.4	250	15.4	15	15	250	120,342	1,504	1,003			
Aug	4	205	53	67,000	85.0	12.0	15.4	250	15.4	15	15	250	113,318	1,445	997			
Sep	3	170	35	63,500	60.0	8.0	14.9	250	14.9	15	15	250	80,066	1,401	992			
Total	449	2,228	489	508	47	Total	379	379	379	162	Total	541	Total	1,000	acre-feet unless noted			

16-Jan-18	Donnells Storage	Beardsley Storage	TriDam Storage	Spicer Storage	Total Storage
Beginning	52,788	58,365	111,153	99,441	210,594
Oct 2016	37,667	50,541	88,208	88,816	177,024
Nov	34,214	49,669	83,883	88,437	172,320
Dec	16,799	44,172	60,971	80,682	141,653
Jan 2017	15,000	41,000	56,000	80,000	136,000
Feb	14,000	39,000	53,000	80,000	133,000
Mar	19,000	42,000	61,000	85,000	146,000
Apr -1	26,000	45,000	71,000	90,000	161,000
Apr - 2	40,000	59,000	99,000	95,000	194,000
May - 1	48,000	65,000	113,000	110,000	223,000
May - 2	56,000	73,000	129,000	120,000	249,000
Jun	61,000	78,000	139,000	130,000	269,000
Jul	58,000	75,000	133,000	125,000	258,000
Aug	40,000	65,000	105,000	100,000	205,000
Sep	30,000	50,000	80,000	90,000	170,000

50% Exceedence

Stanislaus River - WY 2018 Projection (50% Exceedence Hydrology)

16-Jan-18	Upstream Stanislaus				Goodwin Operation						New Melones						
	Stanislaus Unimpaired	Upstr Storage	Upstr Regulation	NM Inflow	Tulloch Storage	Goodwin OID/SSIID	Goodwin CVP	Info 2E	Fish Req - TAF	Fish Req - CFS	Minimum River - TAF	Added Rel - TAF	River Rel - TAF	River Rel - CFS	NM Rel - TAF	NM Storage	NM Elev (FT)
Beginning			211		62,776											2,024	1,054
Oct 2017	17	177	34	50	59,143	20.8			51.8	842	51.8	4.4	56	913	69,844	2,001	1,052
Nov	46	172	5	51	48,212	0.0			17.9	300	17.9	43.2	61	1,026	44,551	1,988	1,051
Dec	27	142	31	57	39,072	0.0			18.4	300	18.4	63.7	82	1,337	73,158	1,981	1,050
Jan 2018	50	136	6	56	35,000	0.0		487	22.0	358	22.0	50	72	1,171	66,024	1,970	1,049
Feb	80	133	3	83	35,000	0.0		Schedule	20.2	364	20.2	67	87	1,571	82,365	1,970	1,049
Mar	120	145	-12	108	48,000	40.0	0.0		93.5	1,521	93.5		94	1,521	140,808	1,934	1,046
Apr 1-14	60	161	-16	44	60,500	30.0	0.0		44.8	1,614	44.8		45	1,614	85,962	1,891	1,042
Apr 15-30	90	210	-49	41	62,500	32.0	0.0		38.5	1,213	38.5		38	1,213	71,194	1,859	1,039
May 1-15	101	242	-32	69	64,800	35.0	1.0		57.5	1,933	57.5		58	1,933	95,627	1,830	1,036
May 16-31	89	265	-23	66	67,000	38.0	3.0		38.1	1,200	38.1		38	1,200	81,211	1,813	1,034
Jun	100	318	-53	47	67,000	75.0	11.0		55.9	940	55.9		56	940	142,951	1,714	1,025
Jul	25	273	45	70	67,000	92.0	12.0		18.4	300	18.4		18	300	123,417	1,658	1,019
Aug	8	220	53	61	67,000	85.0	12.0		18.4	300	18.4		18	300	116,993	1,599	1,013
Sep	5	180	40	45	63,500	60.0	8.0		17.9	300	17.9		18	300	83,042	1,559	1,008
Total	818	465	NMI = 2,521	848	508	47	Total	513	Approx CY	513	Total	228	Total	742	83,042	1,559	1,008
WY 2018	818		NMI = 2,521	848	508	47	Total	513	Approx CY	513	Total	228	Total	742			
April-July	465		Formula = 600														

1,000 acre-feet unless noted

16-Jan-18	Donnells Storage	Beardsley Storage	TriDam Storage	Spicer Storage	Total Storage
Beginning	52,788	58,365	111,153	99,441	210,594
Oct 2016	37,667	50,541	88,208	88,816	177,024
Nov	34,214	49,669	83,883	88,437	172,320
Dec	16,799	44,172	60,971	80,682	141,653
Jan 2017	15,000	41,000	56,000	80,000	136,000
Feb	14,000	39,000	53,000	80,000	133,000
Mar	18,000	42,000	60,000	85,000	145,000
Apr - 1	26,000	45,000	71,000	90,000	161,000
Apr - 2	50,000	60,000	110,000	100,000	210,000
May - 1	55,000	67,000	122,000	120,000	242,000
May - 2	60,000	75,000	135,000	130,000	265,000
Jun	63,000	95,000	158,000	160,000	318,000
Jul	58,000	80,000	138,000	135,000	273,000
Aug	40,000	65,000	105,000	115,000	220,000
Sep	30,000	50,000	80,000	100,000	180,000

**AGREEMENT FOR RELEASE OF WATER BY AND AMONG THE
OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN
IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

SWPAO # _____

This Agreement is entered into this ____ day of _____, 2018, by and among the Oakdale Irrigation District (OID), the South San Joaquin Irrigation District (SSJID), (collectively, the “Districts”), the San Luis & Delta-Mendota Water Authority (SLDMWA), and the Department of Water Resources (DWR) of the State of California.

RECITALS

WHEREAS, Districts are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, DWR owns, operates and maintains water collection, storage, conveyance and delivery facilities, including but not limited to the State Water Project (SWP), and delivers water to 29 water service contractors located throughout California; and

WHEREAS, the SLDMWA is a California joint power authority operating under and by virtue of Section 6500, et seq., of the California Government Code; and

WHEREAS, the SLDMWA is comprised of 28 member agencies representing approximately 2,100,000 acres of land within the western San Joaquin Valley, San Benito and Santa Clara Counties; and

WHEREAS, 26 of the SLDMWA’s 28 member agencies receive water from the federal Central Valley Project (“CVP”) under water service or exchange contracts; and

WHEREAS, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River, and various post-1914 appropriative rights to store water from the Stanislaus River in various reservoirs; and

WHEREAS, DWR’s current forecast for the San Joaquin Valley Water Supply Index is dry with runoff, precipitation, and snowpack below average; and

WHEREAS, the CVP south of the Delta Ag Service Contractors have not received an allocation and the State Water Project Contractors (“SWPC”) have received a 20% allocation;

AGREEMENT

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

(a) "Parties" means the Districts, SLDMWA, and DWR.

(b) "Delivery" means Districts' water made available to the United States Bureau of Reclamation ("USBR") at Goodwin Dam in April and May 2018. USBR will then release the water at Goodwin Dam on the schedule developed pursuant to Paragraph 14 of this Agreement. This definition is intended to include the grammatical variations of the term "delivery" including "deliver" and "delivered," where such term references water.

2. **TERM:** This Agreement shall become effective upon execution by all parties and shall terminate on December 31, 2018 or upon final payment by SLDMWA and DWR of all costs attributable to this Agreement, whichever occurs later.

3. **WATER AVAILABLE FOR PURCHASE:** Pursuant to this Agreement:

(a) Upon the request by the USBR and DWR, the Districts agree to make up to 100,000 acre-feet of water available at Goodwin Dam in the April-May time period to assist the USBR in meeting the April-May pulse flow objective under D-1641. No water shall be released under this Agreement, and DWR and SLDMWA shall not be obligated to pay for any flows released, unless the release of water, as provided under this Agreement, has been requested by USBR, and the contacts for DWR and SLDMWA listed in Paragraph 23, Notices, have approved both the release and Delivery of this water.

(b) The water made available for Delivery will be released by USBR in accordance with the requirements set forth in Paragraph 14. The benefits of water released will be made available to USBR and DWR and will be shared equally 50/50 pursuant to a separate operations agreement between DWR and USBR.

4. **COMPLIANCE WITH APPLICABLE LAWS AND OBTAINING APPROVALS:**

(a) The Districts in making the water available as described in Paragraph 3 shall comply with all applicable laws and regulations, including but not limited to the California Environmental Quality Act (CEQA), California Endangered Species Act (CESA) and the Federal Endangered Species Act (FESA), to secure any required consents, permits, reports, and orders, and shall provide DWR with copies of the same prior to providing the Delivery under this Agreement.

(b) The Districts and SLDMWA are entering into this Agreement based on the determination of Districts and of SLDMWA, as described below, that the Delivery is categorically exempt from the California Environmental Quality Act because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of

Regulations Section 15301(i) and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to 14 California Code of Regulations, section 15301 (Class 1).

(c) Districts shall be responsible for obtaining any approval from any relevant government entities that Districts determine in their discretion is necessary for providing the Delivery. The Districts shall email to DWR any submissions related to this Agreement that the Districts make with any government entity.

(d) SLDMWA has determined the Delivery is categorically exempt from the California Environmental Quality Act because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of Regulations Section 15301(i) and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to 14 California Code of Regulations, section 15301 (Class 1).

(e) Upon execution by all Parties of this Agreement, DWR will file a Notice of Exemption based on CEQA Guidelines Section 15301 (Existing Facilities) with the State Clearinghouse.

(f) If any of the Parties is required to pay a fine or civil penalty for any of its actions related to this Agreement, then that Party alone shall be responsible for paying the fine or penalty.

5. **PURCHASE PRICE**: SLDMWA and DWR agree to pay to the Districts two hundred dollars (\$200) per acre foot for up to 100,000 acre-feet of water delivered.

6. **WATER QUALITY**: The Districts make no warranty or representations as to the quality or fitness for use of the Delivery.

7. **WATER MEASUREMENT AND DELIVERY**: DWR and SLDMWA shall pay the Districts to provide up to 100,000 acre-feet to USBR in Goodwin Dam. The payment shall be based on the actual flows released by USBR from Goodwin Dam in excess of the flow necessary to meet the April-May "pulse flow" per Appendix 2-E of the June 2009 NMFS Biological Opinion on the long-term operations of the Central Valley Project and the State Water Project. For the purposes of this Agreement the "pulse flow" volume for which Districts will be paid in accordance with Paragraph 5 will be measured as the Goodwin release exceeding the base flow called for in Appendix 2-E. Through concurrence with NMFS, the timing of the pulse flow period may be shifted. Delivery released from Goodwin Dam shall be measured on a daily basis by USBR at the Goodwin Gauge and confirmed by USBR and DWR. The Districts and SLDMWA acknowledge that USBR shall be responsible for determining the flow and schedule of the Delivery and that DWR shall be responsible for verifying the flow and schedule of the Delivery.

8. **WIIN ACT**: The purpose of this sale is to assist USBR in meeting to 31-day April - May flow objectives in the 2006 SWRCB Water Quality Control Plan for the Bay-Delta. (Section 4001 b.(7)). This sale will result in flow that is in addition to flow that otherwise would occur in the absence of the voluntary sale. (Section 4001b.(7)(c).) It is the Parties' expectations that pursuant to Section 4001 (b)(7) that the water made available to this sale shall be subject to an inflow to export ratio of 1:1 (See Paragraph 13).

9. **PAYMENT**:

(a) Districts shall invoice SLDMWA and DWR each 50% of the cost for the Delivery up to a total of 100,000 acre-feet provided at the price identified in Paragraph 5 above after USBR and DWR have confirmed the amount of water released by USBR from Goodwin Dam in accordance with Paragraph 7.

(b) SLDMWA shall pay within 60 days of receipt of the invoice.

(c) Districts shall submit (1) an original of each invoice to DWR contact listed in Paragraph 22, Notices, and (2) a copy of each invoice to DWR Accounting Office, Contracts Payable Unit, P. O. Box 942836, Sacramento, California, 94236-0001. DWR shall pay undisputed invoices within 45 days of the date received by the State Water Project Analysis Office, pursuant to the Prompt Payment Act as specified in Government Code, Chapter 4.5 (commencing with Section 927).

10. **INTEREST**: SLDMWA shall pay the Districts interest at the annual interest rate of ten percent on any charges that remain unpaid 60 days beyond the due date. DWR shall pay the Districts late payment penalties in accordance with the Prompt Payment Act.

11. **DISTRICTS' LIMITING CONDITIONS**: The Districts' obligations to make available the quantity of water specified in Paragraph 3 of this Agreement will, at all times, be subject and subordinate to the following conditions:

(a) The terms and conditions of their water rights as they currently exist;

(b) The 1988 Agreement and Stipulation with USBR (the "1988 Agreement");

(c) The Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time;

(d) The Goodwin Agreement, as it now exists and as modified from time to time;

(e) The terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing including, but not limited to, those held for Tulloch and Goodwin Dams;

(f) The rights of landowners, within the boundaries of OID or SSJID as of the delivery of water purchased pursuant to this Agreement hereunder, to the beneficial use of their respective District's water;

(g) Applicable federal and state laws now in existence and as modified from time to time, affecting the Districts' rights or obligations, and

(h) The rights of the cities of Lathrop, Manteca, Escalon and Tracy pursuant to each city's Water Supply Development Agreement with SSJID.

The conditions described in (a)-(h), inclusive, above, are collectively referred to as the District Limiting Conditions. Nothing in this Agreement shall be construed so as to contradict, conflict with or otherwise be contrary to the provisions of any of the District Limiting Conditions; and in the event of any conflict between any of the District Limiting Conditions and this Agreement, the District Limiting Condition(s) shall control, and Districts shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for SLDMWA and DWR, required to ensure compliance with any of the District Limiting Conditions.

12. **USBR LIMITING CONDITION:** The obligations of Districts to Deliver water to USBR at Goodwin Dam, and of SLDMWA and DWR to pay for Delivery are at all times subject to the USBR's approval of this Agreement and for the use of USBR's facilities as may be necessary for the Districts to make the Delivery. If the Districts do not obtain this approval, this Agreement shall automatically terminate and SLDMWA and DWR shall have no further obligations. If this Agreement is terminated, SLDMWA and DWR shall only be obligated to pay Districts for the quantity of water Districts released pursuant to Paragraph 7 prior to the Agreement terminating.

13. **SLDMWA and DWR LIMITING CONDITION:** The obligations of SLDMWA and DWR to pay for Delivery is subject to DWR and USBR operating at a time when Action IV.2.1 (San Joaquin River Inflow to Export Ratio) from the Reasonable and Prudent Alternative in the NMFS Biological Opinion for Continued Operations of the CVP and SWP requires USBR and DWR to implement a Vernalis flow-to-combined CVP and SWP pumping ratio of 1:1 ("1:1 ratio"). If DWR and USBR are unable to pump additional SWP or CVP water made available at Banks Pumping Plant or Jones Pumping Plant as a result of the Delivery, respectively, with or at a 1:1 ratio, the Parties may attempt to reschedule the Delivery within the Pulse Flow Period, or as an alternative, any Party may elect to terminate this Agreement by providing Notice to the other Parties consistent with Paragraph 22. If this Agreement is terminated, SLDMWA and DWR shall only be obligated to pay Districts for the quantity of water Districts released pursuant to Paragraph 7 prior to the Agreement terminating.

14. **DELIVERY:**

(a) Consistent with this Agreement and specifically Paragraph 7, the Districts will make the Delivery available at Goodwin Dam on a schedule developed by the Districts, USBR, DWR, the State Water Resources Control Board, and NMFS. The two goals of

the Delivery are to assist USBR in meeting the April-May pulse flow and to have additional SWP and CVP water made available at Banks Pumping Plant and Jones Pumping Plant as a result of the Delivery at a time when Action IV.2.1 (San Joaquin River Inflow to Export Ratio) from the Reasonable and Prudent Alternative in the NMFS Biological Opinion for Continued Operations of the CVP and SWP requires USBR and DWR to implement a Vernalis flow-to-combined CVP and SWP pumping ratio of 1:1.

(b) No subsequent changes to the schedule, regulatory conditions or other intervening matters, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts shall modify the obligations of the Parties with respect to water so delivered.

15. **WATER SUPPLY REDUCTIONS:** The Districts may reduce the Delivery for any of the following reasons: the District Limiting Conditions; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts. Districts shall make good faith efforts to avoid such reductions, but SLDMWA and DWR agree that Districts shall not be liable for reductions of supply in this Agreement due to such causes. SLDMWA and DWR shall have no obligation to pay for water not Delivered because of a reduction caused by factors listed in this Paragraph.

16. **APPROVALS AND COSTS:** SLDMWA and DWR are solely responsible for any costs after the USBR release of Delivery from Goodwin Dam. This Paragraph survives termination or expiration of this Agreement.

17. **LITIGATION COSTS:** Districts agree to defend their own interests in any litigation or regulatory action challenging the validity of Districts' water rights. The Parties shall each defend their own interests in litigation or regulatory action involving this Agreement, including environmental compliance and purchase of the Delivery. All Parties agree to reasonably cooperate with each other in the defense of any litigation that may be filed as a result of this Agreement. This Paragraph survives termination of this Agreement.

18. **EXPENSES:** Districts shall be responsible for all expenses, including but not limited to legal, environmental, engineering consultant's fees, expenses incurred to obtain any and all necessary approvals and to satisfy all environmental requirements, including CEQA and/or NEPA, required to effectuate the Agreement, and to defend against any

litigation challenging the Agreement or the approvals, water rights or environmental reviews associated with the Agreement. This Paragraph survives termination of this Agreement.

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

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

21. **ASSIGNMENT**: No party may assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of all Parties hereto. Any attempted assignment of this Agreement, in whole or in part, without the prior written consent of all Parties hereto is void.

22. **TERMINATION**: Any party may elect to terminate this Agreement upon Notice to the Parties by electronic mail consistent with Paragraph 23. That party providing the termination shall provide the other parties with the specific grounds on which it wishes to terminate the agreement. Termination of this Agreement is effective immediately upon actual electronic mail receipt of Notice by the Parties.

23. **NOTICES**: All notices that are required, either expressly or by implication, to be given by any Party to the other under this Agreement shall be signed for by Districts and SLDMWA and DWR by such officers as they may, from time, authorize in writing to so act.

Any notices to Parties required by this Agreement shall be hand-delivered or mailed, United States first-class postage prepaid, or electronic mail followed by written notice sent by U.S. mail and addressed as follows:

OAKDALE IRRIGATION DISTRICT

Steve Knell, General Manager/Secretary
Oakdale Irrigation District
1205 East "F" Street
Oakdale, CA 95361
Email: srknell@oakdaleirrigation.com
Phone: (209) 847-0341

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Peter Rietkerk, General Manager
South San Joaquin Irrigation District
11011 East Highway 120

Manteca, CA 95336
Email: prietkerk@ssjid.com
Phone: (209) 249-4645

SAN LUIS & DELTA- MENDOTA WATER AUTHORITY

Jon Rubin, Acting Executive Director
P.O. Box 2157
Los Banos, CA 95635
Email: jon.rubin@sldmwa.org
Phone: 209-826-9696

CALIFORNIA DEPARTMENT OF WATER RESOURCES

Chief, State Water Project Analysis Office
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: 916-653-0190

Notice shall be deemed given (a) two (2) calendar days following mailing via regular or certified mail, return receipt requested, (b) one (1) business day after deposit with any one-day delivery service assuring “next day” delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile, whichever is earlier. The Parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

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

25. **DISPUTE RESOLUTION**: In the event of any dispute regarding interpretation or implementation of this Agreement, the Director of DWR and authorized representatives from the Districts and SLDMWA shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute is unresolved, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

26. **OTHER AGREEMENTS**: Nothing contained herein restricts the Districts from providing water services and sales to others as authorized by law which do not unreasonably interfere with Districts' obligation hereunder.

27. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Districts, SLDMWA and DWR, and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

28. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

29. **SIGNATURE CLAUSE:**

(a) The signatories represent that they have appropriate authorization to enter into this Agreement on behalf of the Party for whom they sign.

(b) If required by internal governing rules of OID, SSJID, or SLDMWA, that Party as appropriate, shall deliver to DWR a copy of the Board of Directors resolution and/or other documentation authorizing that Party to enter into this Agreement.

30. **GENERAL INTERPRETATION:** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

PARTIES:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____
Jon Rubin, Acting Executive Director

Date _____



COMMUNICATIONS

**SPECIAL BOARD MEETING OF
FEBRUARY 20, 2018**

Washington, DC Travel Itinerary
February 26, 2018 – March 2, 2018

Hotel Information

Hyatt Regency Washington on Capitol Hill
400 New Jersey Avenue, NW
Washington, DC 20001
#202-737-1234
Reservation Confirmation #59881407
(4 rooms reserved for Tim O’Laughlin, Peter Rietkerk, Steve Knell, and Jean Sagouspe)
Check-in: February 26, 2018
Check-in Time: 3:00 pm
Check-out: March 2, 2018
Check-out Time: 12:00 pm

Monday, February 26, 2018

(Tim O’Laughlin’s Departing Flight Information)

Departing Flight Information: Southwest Airlines
Confirmation code: JI4RQG
Departure: Flight #39 – Business Select
6:20 am – 9:40 am Sacramento to Denver, CO
(1 stop)
Flight #1675 – Business Select
10:45 am – 4:00 pm Denver, CO to Washington (Dulles), DC

7:00 pm – 8:00 pm Dinner Reservations – TBD
(Party of 6)

Tuesday, February 27, 2018 Meetings

9:00 am – 9:30 am Commissioner of the Bureau of Reclamation – Brenda Burman
(9-minute travel time) Department of the Interior
1849 C Street, North West
Conference Room 7658
Washington DC 20240

10:30 am – 10:45 am Congressman David Valadao
(9-minute travel time) 1728 Longworth HOB
Washington DC

11:30 am – 12:00 pm Jason Larrabee
(10-minute travel time) Principal Deputy Assistant Secretary for Fish and Wildlife and Parks
Department of the Interior
1849 C Street, North West
Conference Room 3144
Washington DC 20240

<p>The group will need to give Tasha Robbins a call on 202-208-4416 once they arrive at 1849 C Street. Please approach the guards desk and give them Tasha Robbins name and she will come and greet the group. Due to limited amount of time, lead with what the ask is so that we can make sure we address all the needs at hand.</p>
--

12:30 pm – 1:00 pm
(3-minute travel time)

Congressman John Garamendi
2438 Rayburn House Office Building
Washington DC

1:30 pm – 2:00 pm
(3-minute travel)
(map instructions)

Kiel Weaver - Advisor to House Speaker Paul Ryan
H-232, the Capitol
Washington DC

3:00 pm – 3:15 pm

Republican Jerry McNerney
Senior Policy Advisor: Exodie Roe
2265 Rayburn House Office Building
Washington DC

3:30 pm – 4:00 pm

Congressman Ken Calvert
2205 Rayburn House Office Building
Washington DC

5:00 pm – 6:00 pm

Congressman Jim Costa
Deputy Chief: Scott Petersen
2081 Rayburn House Office Building
Washington DC

Wednesday, February 28, 2018 Meetings

9:30 am – 10:00 am

Legislative Director: Jilian Plank
(Congressman Devin Nunes unavailable)
1013 Longworth HOB
Washington DC

1:00 pm – 1:25 pm
(1-minute travel time)

Legislative Counsel: Monica N. Pham, Esq.
(U.S. Senator Kamala D. Harris unavailable)
112 Hart Senate Office Building
Washington, DC

3:30 pm – 4:00 pm

Senior Counselor: John Watts
(U.S. Senator Dianne Feinstein unavailable)
331 Hart Senate Office Building
Washington, DC

6:30 pm – 8:30 pm
(Party of 6)

Joe's Seafood, Prime Steak & Stone Crab
750 – 15th Street North West
Washington DC

Thursday, March 1, 2018 Morning Meetings

(Tim O'Laughlin's Returning Flight Information)

10:30 am – 10:45 am
(Pending Carol confirmation)

Congressman Jeff Denham
1730 Longworth House Office Building
Washington, DC 20515

Returning Flight Information: Southwest Airlines
Confirmation code: JI4RQG
Departure: Flight #2098 – Business Select
1:20 pm – 3:20 pm Washington (Dulles), DC to Denver, CO
(1 stop)
Flight #687 – Business Select
7:05 pm – 8:45 pm Denver, CO to Sacramento, CA

Friday, March 2, 2018
(Placeholder) – pending Washington Scheduling

DRAFT



YOUR BEST PROTECTION

ACWA JPIA

P. O. Box 619082
Roseville, CA 95661-9082

phone
916.786.5742
800.231.5742

direct line
916.774.7050
800.535.7899

fax
916.774.7040

claims fax
916.786.0209

www.acwajpia.com

President

E.G. "Jerry" Gladbach

Vice President

Tom Cuquet

Chief Executive Officer

Walter "Andy" Sells

Executive Committee

Tom Cuquet

David Drake

E.G. "Jerry" Gladbach

David T. Hodgkin

W.D. "Bill" Knutson

Steven LaMar

Melody A. McDonald

J. Bruce Rupp

Kathleen Tiegs

To: JPIA Members
From: Sylvia Robinson, Publications & Web Editor
Date: February 5, 2018
Subject: ACWA JPIA Board of Directors' Meeting and 2018 Spring Conference Notice

Received
FEB 08 2018
Oakdale ID

The JPIA's Board of Directors' meeting for the 2018 Spring ACWA Conference in Sacramento is scheduled as follows:

Monday – May 7, 2018 (1:30 – 4 p.m.)
Sheraton Hotel – 1230 J Street, Sacramento, CA 95814

Attached is a copy of the JPIA's preliminary 2018 Spring Conference schedule.

The packet will be available on the JPIA's website approximately 14 days prior to the date of the meeting. It will include all the meeting packets for all the JPIA's meetings at the conference.

If you do not wish to download and/or print the JPIA Conference Packet, use the enclosed request form to have one sent to you.

You can also use this form to request a name badge only (if you are planning to download the Conference Packet) and RSVP for the Pre-Board meeting lunch.

The online JPIA Conference Packet request form and lunch RSVP must be completed by **April 12, 2018**.

There are no registration fees to attend any of the JPIA's seminars or meetings. However, if you are planning to attend the ACWA conference, please check the ACWA website at <http://www.acwa.com> to get information about how to register and book a room.

JPIA members, who need hotel rooms but are not attending the ACWA conference, should contact Teresa Taylor at the ACWA office, (916) 441-4545, **after February 26**, when the housing block will be open. Indicate that you are a JPIA member who is definitely attending only the JPIA's portion of the conference and she will provide you with the link for the hotel registration information.

Preliminary
JPIA 2018 Spring Conference Schedule

Sheraton Hotel – Sacramento, CA

Monday – May 7, 2018

8:00 a.m. – Light Continental Breakfast (for those attending the meetings)

8:30 a.m. – **Program Committee Meeting**

10:00 a.m.

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

11:15 a.m.

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

1:00 p.m. *RSVP by April 12, 2018, required to attend this event.*

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

4:00 p.m.

4:00 p.m. – **Town Hall Meeting**

5:00 p.m.

5:00 p.m. – **ACWA JPIA Reception**

6:00 p.m.

Tuesday – May 8, 2018

8:00 a.m. – Light Continental Breakfast (for those attending the seminars)

8:30 a.m. – **Seminar I**

10:00 a.m.

10:15 a.m. – **Seminar II**

11:45 a.m.

1:30 p.m. – **Sexual Harassment Prevention for Board Members &**

3:30 p.m. **Managers (AB1825 & AB2053)**

*Presenters: Robert Greenfield, ACWA JPIA General Counsel,
and Patricia Slaven, ACWA JPIA Director of Administration*

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

6:30 p.m.

Wednesday – May 9, 2018

9:00 a.m. – Exhibit Booth #

5:00 p.m.

Thursday – May 10, 2018

8:00 a.m. – Exhibit Booth #

12:00 p.m.

ACWA JPIA
Request JPIA Conference Packet, Name Badge, and
RSVP for the Pre-Board Meeting Lunch
2018 Spring Conference

Please Print Clearly

Nickname on Badge	First Name	Last Name
Title		
Please let us know if you are the: <input type="checkbox"/> JPIA Director <input type="checkbox"/> JPIA Alternate Director <input type="checkbox"/> Other		
District or Agency Name (please spell out)		
Address (where materials are to be mailed)		
City	State	Zip
()	Contact Person	
Phone Number		
Email Address		

Please use a separate form for each person.

The JPIA's Conference Packet will include all the meeting packets for the JPIA's meetings at the conference.

- Name Badge Only – send me the badge, I will download the Conference Packet.
- JPIA Conference Packet & Name Badge – send both to me.
- RSVP – I will attend the Pre-Board Meeting Lunch on Monday

The JPIA Conference Packet will be on the JPIA's website 14 days prior to the conference.

Fax or mail this request form to the JPIA by: April 12, 2018

Fax: (916) 774-7040

ACWA JPIA, P. O. Box 619082, Roseville, CA 95661-9082



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

WEEKLY CONSTRUCTION MANAGER'S REPORT

**Oakdale Irrigation District
Two-Mile Bar Tunnel Project
WEEK 41**

TO: Scott Lewis, Project Manager

COPY: Jason Jones, Eric Thorburn, Emily Sheldon – OID
Kyle White and Kim Tarantino – Condor

FROM: Ron Skaggs, Resident Engineer

DAY/DATE: Saturday, February 10, 2018

PROJECT NO.: 3818G4

DISCUSSION

1. No injuries, accidents, or near-misses to report.
2. Tunnel advancement from the upstream site continued with the roadheader excavation machine. Hard ground slowed tunnel excavation this week; DTDS collected core samples of the rock to perform strength testing. The results of strength testing will be compared to strength values provided in the contract documents. Tunnel advancement was approximately 158 feet this week.
3. Tunnel advancement from the downstream site continued with another roadheader excavation machine. Tunnel advancement was approximately 105 feet this week.
4. Tunnel excavation (from the upstream and downstream sites combined) is approximately 32% (~1,887 feet) complete.
5. Schedule Update:
 - DTDS previously submitted their updated (1/30/18) baseline schedule DTDS is approximately 1 month (float) ahead of overall completion schedule.
 - Anticipated project substantial completion date remains January 2019 to accommodate wintertime canal tie-in (no change from prior report).
6. Submittals and RFI's:
 - There is currently one outstanding submittal
 - Submittal 30 (Rev 1), related to the temporary downstream portal tunnel plug (during the 2018 irrigation season), was submitted by DTDS on January 30. Condor accepted the submittal on February 5. Submittal of DTDS shop drawings are pending.

- There are currently two outstanding RFIs:
 - RFI 20, related to upstream tunnel additional ground support, was re-submitted with revised equipment rates by DTDS on February 7. Condor is currently reviewing the documentation.
 - RFI 21, related to downstream tunnel additional ground support, was submitted by DTDS on January 31. Condor requested corrections to minor errors and DTDS re-submitted on February 9. Condor is currently reviewing the corrected documentation.

7. Contract Updates:

- DTDS submitted Draft Invoice No. 10 (January) on February 9. Condor is currently reviewing quantities; certified payroll has not yet been submitted for this invoice.

X:\Project\3000_prj\3818G OID 2-Mile Bar\3818G4 TMB Construction\Construction Management\Condor Field Reports and Photos\Weekly Construction Reports\WCMR 20180210 OID TMB.docx



Lori Fitzwater-Presley

From: Jason Jones
Sent: Thursday, February 08, 2018 1:54 PM
To: Eric Thorburn; Kathy Cook
Cc: Steve Knell; Lori Fitzwater-Presley
Subject: Goad House

Would you please send the below to your staff and let me know if you have any response by the date and time noted:

The Oakdale Irrigation District recently purchased property located at 6000 Albers Road. The District is interested in renting a portion of the property (0.45 acres) of which includes a single family residence, 12' by 18' detached shop and well house for \$1,000/month to an OID employee only. If you are interested, please advise by the end of business on Thursday, February 15th. Additional details and a walk through of the property will be provided to those who are interested.

Jason R. Jones

Support Services Manager

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361
Office Phone: (209) 840-5535
Cell Phone: (209) 495-3672
Direct Fax: (209) 840-5578

Warning: Confidential! This is electronic mail from Oakdale Irrigation District. This mail is intended only for the person(s) named above, and may contain information that is confidential, privileged, and exempt from disclosure, under applicable law. **DO NOT READ THIS E-MAIL IF YOU ARE NOT THE INTENDED RECIPIENT.** If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is **STRICTLY PROHIBITED.** If you receive this communication in error, please notify us immediately by reply email, and destroy the original transmission.



CLOSED SESSION ITEMS

SPECIAL BOARD MEETING OF FEBRUARY 20, 2018