

**AGENDA  
SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF THE  
OAKDALE IRRIGATION DISTRICT  
TUESDAY, APRIL 17, 2018**

Agendas and Minutes are on our website at [www.oakdaleirrigation.com](http://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 - 21**

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 April 3, 2018 and Resolution No. 2018-19**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **Improvement District Statement of Obligations**
5. Approve the **Treasurer and Chief Financial Officer's Report for the Month Ending March 31, 2018**
6. Approve **Assignment of Capital Work Order Numbers**
7. Approve **Resolution Authorizing Disposal of Property No Longer Necessary for District Purposes**
8. Approve **General Services Agreement 2018-GSA-002 with Central Valley Pump, Inc. for Ag and Domestic Pump/Well Related Issues and to Authorize General Manager to Execute**
9. Approve **Professional Services Agreement 2018-PSA-001 with PrideStaff and Authorize General Manager to Execute**
10. Approve **Acceptance of a Grant of easement on the OID Root Drain (APN: 006-002-089 – R & E O'Roark 2010 Trust, Dated May 25, 2010)**
11. Approve **Deferred Conditions of Approval Agreement (APNS: 006-002-087/089 – R & E O'Roark 2010 Trust, Dated May 25, 2010)**
12. Approve **Encroachment Permit on the Brichetto Pipeline (APNS: 014-002-017/018 – Bentley Ranch LLC)**
13. Approve **Encroachment Permit on the Albers Lateral (APN: 014-002-031 – Bentley Ranch, LLC)**
14. Approve **Encroachment Permit on the Brichetto Lateral (APN: 014-008-003 – Bentley Ranch, LLC)**
15. Approve **Encroachment Permit on the Brichetto Pipeline and the Stowell Lateral (APN: 014-009-001 – Bentley Ranch, LLC)**
16. Approve **Abandonment and Quitclaim of a Portion of the Albers Drain (APN: 014-002-031/032/039 – Bentley Ranch, LLC)**
17. Approve **Abandonment and Quitclaim of a Portion of the Kuhn Drain (APN: 014-009-001 – Bentley Ranch, LLC)**
18. Approve **Acceptance of Grant of Easement on the Campbell Lateral (APN: 002-016-051 – Jason and Sherri Saillor)**

19. Approve **Acceptance of Grant of Easement on the Campbell Lateral (APN: 002-016-052 – Norman Cashen, Jr. Trustee of the Norman Cashen, Jr. Revocable Trust)**
20. Approve **Encroachment Permit and Agricultural Discharge Permit on the Campbell Lateral (APN: 002-016-051 – Jason and Sherri Saillor) and Waive Processing Fees in Consideration for Grant of Easement**
21. Approve **Deferred Conditions of Approval Agreement (APNS: 002-016-051/052 – Jason and Sherri Saillor, Norman Cashen, Jr., Trustee of the Norman Cashen Jr. Revocable Trust)**

**ACTION CALENDAR – ITEMS 22 - 24**

22. Review and take possible action to **Authorize the General Manager to Execute the Funding Agreement Between the State of California, Department of Water Resources and Oakdale Irrigation District for a Modernization, Automation Project Entitled: Phase 1 Total Channel Control System Modernization and any Subsequent Amendments**
23. Review and take possible action to **Amend OID’s 2018 Manpower Budget and Replace the Public Relations Assistant Position with a Human Resources Analyst Position**
24. Review and take possible action to **Create an Ad Hoc Committee for the Sole Purpose of Negotiating the General Manager’s Employment Agreement and Assign the Committee’s Designated Representatives**

**DISCUSSION – ITEM 25**

25. Discussion on business items as they appear on the Tri-Dam Board Agenda for Thursday, April 19, 2018

**COMMUNICATIONS – ITEM 26**

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

**CLOSED SESSION - ITEM 27**

27. Closed Session to discuss the following:

**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 §54957.6 - Conference with Labor Negotiator**

Agency Negotiator: As per Action Taken on Item No. 24  
Unrepresented Employee: General Manager

**OTHER ACTION – ITEM 28**

28. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, May 1, 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, April 19, 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 APRIL 17, 2018**



# **AGENDA ITEMS CONSENT CALENDAR**

## **SPECIAL BOARD MEETING OF APRIL 17, 2018**

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 2  
APN: N/A

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**SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF APRIL 3, 2018 AND RESOLUTION NO. 2018-19**

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**RECOMMENDED ACTION:** Approve

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**ATTACHMENTS:**

- Draft Minutes of the Board of Directors' Regular Meeting of April 3, 2018
- Draft Resolution No. 2018-19

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**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  
April 3, 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 9:01 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  
Julia Jenness, Personnel 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 items taken out of sequence.

At the hour of 9:03 a.m. the Board welcomed public comment.

### **PUBLIC COMMENT ITEM NO. 1**

Robert Frobose discussed the letter that he received from the Oakdale Irrigation District in response to his letter that was handed out at the March 20, 2018 Board Meeting.

There being no further Public Comment; Public Comment closed at 9:06 a.m. and the Board Meeting continued.

Director Altieri pulled Item No. 2 from the Consent Calendar; Director Santos pulled Item Nos. 4, 8, 9 from the Consent Calendar; and Director DeBoer pulled Item No. 5 from the Consent Calendar.



**CONSENT ITEMS**  
**ITEM NOS. 3, 6, 7, 10, 11**

**ITEM NO. 3**  
**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. 6**  
**APPROVE BOARD ATTENDANCE TO HYDROVISION INTERNATIONAL**  
**CONFERENCE JUNE 26 – 28, 2018 IN CHARLOTTE, NORTH CAROLINA**

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Board attendance to the Hydrovision International Conference, June 26 – 28, 2018 in Charlotte, North Carolina.

**ITEM NO. 7**  
**APPROVE AMENDMENT NO. 04 TO GENERAL SERVICES AGREEMENT 2009-**  
**GSA-045 WITH FAR WEST LABORATORIES FOR REVISED RATE SCHEDULE**

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve Amendment No. 04 to General Services Agreement 2009-GSA-045 with Far West Laboratories for Revised Rate Schedule.

**ITEM NO. 10**  
**APPROVE PURCHASE OF TWO (2)**  
**PORTA COOLERS FROM NAPA (BUDGETED)**

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the purchase of two (2) Porta Coolers from Napa (Budgeted).

**ITEM NO. 11**  
**APPROVE ENCROACHMENT PERMIT ON THE CRANE PIPELINE**  
**(APN: 069-016-016 – ENEVOLDSEN 2014 LIVING TRUST, DATED JANUARY 24, 2014)**

A motion a made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the Encroachment Permit on the Crane Pipeline (APN: 069-016-016 – Enevoldsen 2014 Living Trust, Dated January 24, 2014).

**PULLED CONSENT CALENDAR**  
**ITEM NOS. 2, 4, 5, 8, 9**

**ITEM NO. 2**  
**APPROVE THE BOARD OF DIRECTORS' MINUTES**  
**OF THE REGULAR MEETING OF MARCH 20, 2018**  
**AND RESOLUTION NOS. 2018-15, 2018-16, 2018-17 AND 2018-18**

A motion was made by Director Altieri, seconded by Director Santos, and unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of March 20, 2018 once corrected and Resolution Nos. 2018-15, 2018-16, 2018-17 and 2018-18.

**ITEM NO. 4**  
**APPROVE ASSIGNMENT**  
**OF CAPITAL WORK ORDER NUMBERS**

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

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Frymire Lateral	Remove and replace 5' x 7' precast MBI Structure with 1-12" starter coupler, 1-12" x 8' Fresno 101C slide gate, 20'-12" 100 PSI PIP PVC and 1-stilling well assembly. (APN: 002-034-085)	\$12,300	2018-024
Hirschfeld Pipeline	Installation on 1-24" x 7'.6" Fresno 101C slide gate. (APN: 20728015)	3,300	2018-025

**ITEM NO. 5**  
**APPROVE TREASURER AND CHIEF FINANCIAL**  
**OFFICER'S REPORT FOR THE MONTH ENDING FEBRUARY 28, 2018**

A motion as made by Director DeBoer, seconded by Director Doornenbal, and unanimously supported to approve the Treasurer and Chief Financial Officer's Report for the Month Ending February 28, 2018.

**ITEM NO. 8**  
**APPROVE AMENDMENT NO. 07 TO PROFESSIONAL SERVICES AGREEMENT**  
**2009-PSA-004 WITH DAMRELL, NELSON, SCHRIMP, PALLIOS, PACHER & SILVA**

A motion was made by Director Santos, seconded by Director DeBoer, and unanimously supported to approve Amendment No. 07 to Professional Services Agreement 2009-PSA-004 with Damrell, Nelson, Schrimp, Pallios, Pacher & Silva.

**ITEM NO. 9**  
**APPROVE PURCHASE OF TWO (2) WACKER RAMMER**  
**MODEL BS60-4S FROM UNITED RENTAL (BUDGETED)**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the purchase of two (2) Wacker Rammer Model BS60-4S from United Rental (budgeted).

**ACTION CALENDAR**  
**ITEMS NOS. 12, 13, 14, 15, 16**

**ITEM NO. 12**  
**REVIEW AND TAKE POSSIBLE ACTION TO RATIFY THE BOARD**  
**ACTIONS TAKEN IN 2013, 2014, AND 2017 REGARDING THE**  
**GENERAL MANAGER'S EMPLOYMENT AGREEMENT AND COMPENSATION**

A motion was made by Director DeBoer and seconded by Director Doornenbal to ratify the Board actions taken in 2013, 2014, and 2017 regarding the General Manager's Employment Agreement and Compensation, and was voted by the following roll call vote:

Director Doornenbal	Yes
Director DeBoer	Yes
Director Orvis	Yes
Director Santos	No
Director Altieri	Abstained

Motion passed 3-1 with one abstention.

**ITEM NO. 13**  
**REVIEW AND TAKE POSSIBLE ACTION**  
**TO RATIFY THE BOARD ACTION TAKEN ON JANUARY 9,**  
**2018 ON COMPENSATION FOR ADMINISTRATIVE ASSISTANT**

A motion was made by Director DeBoer and seconded by Director Doornenbal to ratify the Board action taken on January 9, 2018 on compensation for Administrative Assistant, and was voted by the following roll call vote:

Director Doornenbal	Yes
Director DeBoer	Yes
Director Orvis	Yes
Director Santos	No
Director Altieri	Abstained

Motion passed 3-1 with one abstention.

**ITEM NO. 14**  
**REVIEW AND TAKE POSSIBLE ACTION ON FUNDING REQUEST**  
**OF OJUSD FOR CONTINUED SUPPORT OF SALMON STUDIES PROGRAM**

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the funding request of OJUSD for the continued support of the Salmon Studies Program in the sum \$2,200 for busing costs.

**ITEM NO. 15**  
**REVIEW AND TAKE POSSIBLE ACTION TO AUTHORIZE**  
**THE GENERAL MANAGER TO ENTER INTO A PROFESSIONAL**  
**SERVICES CONTRACT FOR RECRUITMENT OF A CHIEF FINANCIAL OFFICER**

A motion was made by Director DeBoer and seconded by Director Doornenbal to authorize the General Manager to enter into a Professional Services Contract for Recruitment of a Chief Financial Officer, and was voted by the following roll call vote:

Director Doornenbal	Yes
Director DeBoer	Yes
Director Orvis	Yes
Director Santos	No
Director Altieri	No

Motion passed 3-2.

**ITEM NO. 16**  
**REVIEW AND TAKE POSSIBLE ACTION TO**  
**PURCHASE REPLACEMENT COPIER FOR THE DSO OFFICE**

A motion was made by Director Doornenbal, seconded by Director Santos, and unanimously supported to approve the purchase of a replacement copier for the DSO Office from Ray Morgan in the sum of \$4,340.00 (tax not included).

**COMMUNICATIONS**  
**ITEM NO. 17**

**A. GENERAL MANAGERS REPORT**

General Manager Steve Knell discussed an informational brochure from Friant Water Users Authority indicating the impacts of land fallowing due to SGMA could be as much as 1.1 million acres in the San Joaquin Valley. General Manager Steve Knell and Support Services Manager Jason Jones discussed the Two-Mile Bar Tunnel Project.

**B. COMMITTEE REPORTS**

Director Doornenbal stated that the Tri-Dam Advisory Committee met on Monday, April 2, 2018. The Committee discussed the issues that Tri-Dam is having with the balancing of the

generator and that they hope to have it back on line by the first part of May 2018. General Manager Steve Knell stated there could be as much as \$4 M in lost generation from this outage.

### **C. DIRECTORS COMMENTS**

#### Director Santos

Director Santos thanked the Chief Financial Officer Kathy Cook for all of her years of dedication to this District.

#### Director Doornenbal

Director Doornenbal thanked the Chief Financial Officer Kathy Cook for her years of service. Director Doornenbal stated that she has been great to the District and an awesome and dedicated employee.

#### Director DeBoer

Director DeBoer stated that key organizations do not function without key employees. This organization and its history and financial situation show what an excellent job Kathy Cook has done in managing it and Director DeBoer congratulated her.

#### Director Altieri

Director Altieri thanked the Chief Financial Officer Kathy Cook for all of her years of service.

#### Director Orvis

Director Orvis stated that with Kathy leaving it is probably going to be a five month love fest which is appropriate for thirty years and he thanked Kathy Cook for all that she has done and the fact that she has laid the groundwork for many positive things coming in the future.

At the hour of 10:45 a.m. the Board adjourned to Closed Session.

### **CLOSED SESSION** **ITEM NO. 18**

- A. *Government Code §54956.9(d)(2) - Significant Exposure to Litigation***  
One (1) Case
  
- B. *Government Code §54957.6 - Conference with Labor Negotiator***  
Agency Negotiator: Director Gail Altieri, Director Brad DeBoer  
Unrepresented Employee: General Manager
  
- C. *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

At the hour of 12:09 p.m. the Board reconvened to open session.

Coming out of Closed Session Director Orvis stated that there was no reportable action.

**OTHER ACTION**  
**ITEM NO. 19**

At the hour of 12:09 p.m. the meeting was adjourned. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, April 17, 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, April 19, 2018 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

\_\_\_\_\_  
Thomas D. Orvis, President

Attest:

\_\_\_\_\_  
Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2018-19**

**ENCROACHMENT PERMIT ON THE CRANE PIPELINE**

**APN: 062-016-016**

**WHEREAS**, LARS ENEVOLDSEN AND SABRINA ENEVOLDSEN, TRUSTEES OF THE ENEVOLDSEN 2014 LIVING TRUST, DATED JANUARY 24, 2014, is the titled owner of property located in the Southwest 1/4 of the Northwest 1/4 of Section 29, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, LARS ENEVOLDSEN AND SABRINA ENEVOLDSEN, TRUSTEES OF THE ENEVOLDSEN 2014 LIVING TRUST, DATED JANUARY 24, 2014 has requested an Encroachment Permit for:

1. Two (2) 2" Sch. 40 PVC private irrigation pipeline crossings.
2. One (1) 1-1/2" Sch. 40 PVC private irrigation pipeline crossing.
3. Two (2) sprinkler heads for general landscaping.
4. One (1) 1-1/2" Sch. 40 PVC private electrical conduit 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 third day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell, P.E.  
Board of Directors  
General Manager/Secretary

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 3  
APN: N/A

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**SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS**

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**RECOMMENDED ACTION:** Approve Statement of Obligations

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## **TOP TEN OBLIGATIONS**

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Drill Tech Drilling & Shoring, Inc.	WR#001-Two Mile Bar Tunnel Project	\$1,156,313.07
Rubicon, Inc.	Oracle Server Modification	87,132.79
Kaiser Foundation Health Plan, Inc.	May 2018 Health Insurance	60,048.01
Condor Earth Technologies, Inc.	WR#010 - WR #012, WR#015, WR #016	54,455.50
OID Improvement Districts	March 2018 Collections Reimbursement	51,720.20
ACWA - JPIA	Property Insurance & Excess Crime Insurance	30,764.00
Sutter Health Plus	May 2018 Health Insurance	27,307.54
Damrell, Nelson, Schrimp, Pallios	Attorney Fees	17,216.19
O'Laughlin & Paris LLP	Attorney Fees	10,475.00
Advanced Control Solutions	20" Flow Meter	9,391.34

**FISCAL IMPACT:** \$1,609,169.80

## **ATTACHMENTS:**

- Statement of Obligations – Accounts Payable

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## **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**

**April 17, 2018**

Accounts Payable  
Check Register - April 17, 2018



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
23275	4/3/2018	ABS Presort, Inc.	\$3,383.64	March GM Newsletter
23276	4/3/2018	ACWA - Joint Powers Insurance Authority	\$950.00	Excess Crime Insurance Program 4/1/18 - 4/1/19
23277	4/3/2018	AT&T Mobility	\$52.32	GPS Device
23278	4/3/2018	AT&T	\$68.62	Phone Charges 3/25/18 - 4/24/18
23279	4/3/2018	Comcast	\$567.88	Analog Lines, T.V., Internet
23280	4/3/2018	Don Pedro Pump, Inc.	\$5,771.15	WR# 016
23281	4/3/2018	Ellis Self Storage, Inc.	\$85.00	Storage - April
23282	4/3/2018	George Reed, Inc.	\$466.25	Crushed Rock
23283	4/3/2018	Independent Stationers, Inc.	\$18.34	Binders
23284	4/3/2018	Office Depot	\$471.17	Office Supplies
23285	4/9/2018	California State Disbursement Unit	\$207.69	Levy
23286	4/9/2018	California State Disbursement Unit	\$364.60	Levy
23287	4/9/2018	Franchise Tax Board	\$175.00	Levy
23288	4/9/2018	Oakdale Chamber of Commerce	\$150.00	Donation
23289	4/17/2018	Lawrence Anthony L. & Carol L.	\$376.71	Refund - APN: 229-060-09
23290	4/17/2018	Ace Hardware	\$258.01	Keys, Lava Soap, Chain
23291	4/17/2018	ACWA-JPIA	\$9,080.67	Dental/Vision Insurance - May
23292	4/17/2018	ACWA - Joint Powers Insurance Authority	\$29,814.00	Property Insurance 4/1/18 - 4/1/19
23293	4/17/2018	Advanced Control Solutions	\$9,391.34	20" Flow Meter
23294	4/17/2018	Airgas USA, LLC	\$653.69	Wire Migs, Mig Tips, Oxygen, Acetylene, Nitrogen
23295	4/17/2018	Allied Concrete and Supply Co., Inc.	\$258.90	Concrete
23296	4/17/2018	All Rigging Company	\$1,850.72	Chain Slings, Anchor Shackles
23297	4/17/2018	Blueline Rental	\$3.56	Blades
23298	4/17/2018	Boutin Jones, Inc.	\$8,233.19	Attorney Fees
23299	4/17/2018	Buila, Joseph	\$31.08	On-Call Mileage Reimbursement
23300	4/17/2018	Casey Moving Systems Records Management	\$96.00	Shredding - March
23301	4/17/2018	Central Sanitary Supply	\$353.21	Paper Cups, Tissue, Can Liners
23302	4/17/2018	CH2M Hill	\$6,242.60	WR# 015, WR# 016, WR# 017
23303	4/17/2018	Chicago Title Co.	\$23.00	Refund - APN: 063-009-019
23304	4/17/2018	City of Oakdale - Utilities	\$307.98	Water/Sewer 2/16/18 - 3/15/18
23305	4/17/2018	Coffee Break Service, Inc.	\$325.50	Coffee Service
23306	4/17/2018	Comcast Business	\$320.39	Office Phone Charges - April
23307	4/17/2018	Condor Earth Technologies, Inc.	\$54,455.50	WR# 010, WR# 011, WR# 012, WR# 015, WR# 016
23308	4/17/2018	CoreLogic Solutions, LLC	\$275.00	Real Quest - March
23309	4/17/2018	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$17,216.19	Attorney Fees
23310	4/17/2018	DeBoer, Brad	\$86.11	Water 101 Workshop Mileage
23311	4/17/2018	Devnalysis	\$60.00	Hosting - oidwaterresourcesplan.org, savethestan.org
23312	4/17/2018	Don's Mobile Glass, Inc.	\$199.00	Clear Cut Glass - 420D
23313	4/17/2018	Drill Tech Drilling & Shoring, Inc.	\$1,156,313.07	WR# 001
23314	4/17/2018	EZ Haul	\$2,302.11	Premier Plug
23315	4/17/2018	Far West Laboratories, Inc.	\$457.50	Bac-T Tests, Nitrate Tests
23316	4/17/2018	Fastenal Company	\$988.72	4' Level Cases, Gloves, Bolts, Wrenches
23317	4/17/2018	Frasco Profiles	\$125.25	Background Checks
23318	4/17/2018	Fresno Valves & Castings, Inc.	\$3,575.80	15" 101C Gate, 12" Aluminum Gate
23319	4/17/2018	George Reed, Inc.	\$1,527.70	Minus - 18

Accounts Payable  
Check Register - April 17, 2018



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
23320	4/17/2018	George W. Lowry, Inc.	\$1,699.23	Bulk Oil, Mobilgrease, Mobilube
23321	4/17/2018	GGD Oakdale LLC	\$2,444.66	DSO Office Lease - May
23322	4/17/2018	Gilton Solid Waste Management, Inc.	\$289.59	Refuse Charges - March
23323	4/17/2018	Global Industrial	\$2,720.32	Spill Pallet Bucket Shelves, Ultra Tech Spill Pallets
23324	4/17/2018	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape Maintenance - March
23325	4/17/2018	Haidlen Ford	\$868.15	Gaskets, Regulator, Clamps, Filters, Blades, Bushings
23326	4/17/2018	Hilmar Lumber, Inc.	\$6,275.02	15" and 21" PVC Gaskets
23327	4/17/2018	Hoekstra Dairy	\$59.13	Refund - APN: 010-015-061
23328	4/17/2018	House Of Beef	\$150.00	Gift Cards - Chamber Ag Luncheon
23329	4/17/2018	Independent Stationers, Inc.	\$142.53	Coffee, Tags, Flags
23330	4/17/2018	Integrated Telecom Solutions, Inc.	\$180.00	Technical Support
23331	4/17/2018	J.M. Equipment Co., Inc.	\$225.56	Fuel Pump - #26
23332	4/17/2018	Jorgensen Company	\$617.74	Allegro 12" Axial Blower
23333	4/17/2018	Kaiser Foundation Health Plan, Inc.	\$60,048.01	May 2018 Health Insurance
23334	4/17/2018	Mission Uniform Service	\$2,301.57	Uniform Service
23335	4/17/2018	Network Builders IT, Inc.	\$670.00	Adobe Acrobat Standard DC License
23336	4/17/2018	Oakdale Automotive Repair & Tire	\$957.16	11/R22.5 Tires, Flat Repair, Alignment
23337	4/17/2018	Oakdale Auto Parts	\$337.82	Lamp, Fuse Box, Spark Plugs, Belt, Flush Mount
23338	4/17/2018	Oakdale Leader	\$320.00	Agribusiness Publication, Community Awareness - March
23339	4/17/2018	Oakdale Soccer Club	\$1,200.00	Donation
23340	4/17/2018	Office Depot	\$327.81	Office Supplies
23341	4/17/2018	OID Improvement Districts	\$51,720.20	March 2018 Collections Reimbursement
23342	4/17/2018	O'Laughlin & Paris LLP	\$10,475.00	Attorney Fees
23343	4/17/2018	Old Republic Title Company	\$39.00	Refund - APN: 130-019-080
23344	4/17/2018	P & L Concrete Products, Inc.	\$891.62	Concrete
23345	4/17/2018	Principal Financial Group	\$896.80	Life Insurance - April
23346	4/17/2018	Ramsey, Alan	\$30.00	Productivity Enhancement Cert. Payout
23347	4/17/2018	Ray Morgan Company	\$359.27	Copier Usage 2/24/18 - 3/23/18
23348	4/17/2018	Redwood Health Services	\$259.75	125 Cafeteria Plan & Cobra - May 2018
23349	4/17/2018	Rubicon, Inc.	\$87,132.79	Oracle Server Modification
23350	4/17/2018	Safety-Kleen	\$288.42	Used Oil Recycle
23351	4/17/2018	Samba Holdings, Inc.	\$160.00	Fleet Watch - March
23352	4/17/2018	San Joaquin Valley Air Pollution Control District	\$302.00	Annual Fuel Permit, Standby Electric Generator
23353	4/17/2018	Savemart Supermarkets	\$36.40	Ethics Training - Lunch
23354	4/17/2018	Sheldon, Emily	\$358.83	Conference Expenses
23355	4/17/2018	Spray & Son Janitorial, Inc.	\$2,513.75	Monthly Janitorial Service - March
23356	4/17/2018	Stanislaus County Farm Bureau	\$1,250.00	Sponsorship - Annual Dinner
23357	4/17/2018	Stanislaus County Fair	\$2,500.00	Sponsorship - Show Ring
23358	4/17/2018	Stanislaus County 4-H Exchange	\$4,500.00	Donation
23359	4/17/2018	State Water Resources Control Board	\$652.00	Annual Permit Fee
23360	4/17/2018	Streamline	\$400.00	Monthly Website Fee - March
23361	4/17/2018	Sutter Employee Assistance Program	\$425.00	EAP - 1st Quarter 2018
23362	4/17/2018	Sutter Health Plus	\$27,307.54	May 2018 Health Insurance
23363	4/17/2018	Thorburn, Eric	\$61.91	Conference Expenses

Accounts Payable  
 Check Register - April 17, 2018



Oakdale Irrigation District  
 1205 East F Street  
 Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
23364	4/17/2018	Tri-West Tractor Incorporated	\$435.00	Fuel Filters, Element Kit
23365	4/17/2018	P & B Developers, LLC	\$41.86	Refund - Stale Dated Check No. 21600
23366	4/17/2018	Steven Benson & Shelly Sabanovich	\$100.00	Refund - APN: 010-069-008
23367	4/17/2018	United Rentals Northwest, Inc.	\$3,531.94	2" Trash Pump Wacker
23368	4/17/2018	Verizon Wireless	\$1,748.93	Cimis Station, Cell Phone Charges - March
23369	4/17/2018	Visa	\$456.00	Heart Start Replacement Batteries
23370	4/17/2018	Visa	\$456.96	Cash Receipt Journal, HP Monitors, Stand
23371	4/17/2018	Visa	\$146.00	Conference Expenses
23372	4/17/2018	W. H. Breshears, Inc.	\$6,412.75	Fuel
23373	4/17/2018	White Cap Construction Supply	\$1,241.77	Rotary Hammer, Shop Vacs, Submersible 2" Pump
23374	4/17/2018	Wienhoff Drug Testing, Inc.	\$680.00	Random Selection Drug Testing - February
23375	4/17/2018	Wille Electric Supply Co., Inc.	\$1,094.85	Power Supply, Amp Connectors, Fuses
			<u>\$1,609,169.80</u>	

OAKDALE IRRIGATION DISTRICT  
STATEMENT OF OBLIGATIONS  
April 17, 2018

Void Check No. 19540

THE FOREGOING CLAIMS, NUMBERED 23275 Through 23375 INCLUSIVE  
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT  
AND ARE OBLIGATIONS AUTHORIZED THERETO.

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 4  
APN: N/A

---

**SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND DISCUSSION:**

Check number 1245 for the reimbursement of Improvement District's February and March 2018 O & M expenses in the amount of \$13,813.03 is being submitted for Board approval.

**FISCAL IMPACT:** \$13,813.03

**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**

1245

DATE: 17-Apr-18		TO: Oakdale Irrigation District			
<i>MAINTENANCE PAYABLE</i>					
I.D. #	February & March O & M Expense	I.D. #	February & March O & M Expense		
1		31			Note: Included Misc. Recon. Items
2	1,280.12	36			
8		38			
13		41	\$677.07		
19	\$33.03	45	930.98		
20		46	8,470.34	<b>I.D. #</b>	<b>Construction In Progress</b>
21		48			
22	1,001.76	51	1,015.29		
26		52			
29	404.44				
<b>SUB-TOTAL</b>	<b>\$2,719.35</b>	<b>SUB-TOTAL</b>	<b>\$11,093.68</b>	<b>SUB-TOTAL</b>	<b>\$0.00</b>
<b>VOUCHER CHARGES</b>					
<b>Maintenance &amp; Operations</b>					<b>\$13,813.03</b>
<b>Capital Projects</b>					<b>\$0.00</b>
<b>TOTAL AMOUNT</b>					<b>\$13,813.03</b>

**OAKDALE IRRIGATION DISTRICT  
IMPROVEMENT DISTRICTS  
STATEMENT OF OBLIGATIONS  
FOR JANUARY 1, 2018 - MARCH 31, 2018**

**CHECK**

<b>NO.</b>	<b>PAYABLE TO:</b>	<b>AMOUNT</b>	<b>DATE</b>
1242	OAKDALE IRRIGATION DISTRICT	\$46,979.37	01/09/2018
1243	OAKDALE IRRIGATION DISTRICT	58,774.72	02/20/2018
1244	OAKDALE IRRIGATION DISTRICT	7,534.30	03/20/2018
1245	OAKDALE IRRIGATION DISTRICT	13,813.03	04/17/2018

THE FOREGOING CLAIM NUMBERED 1245 WAS APPLIED TO  
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT  
DISTRICTS AND ARE AUTHORIZED THERETO.



# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 5  
APN: N/A

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**SUBJECT: APPROVE THE MONTHLY TREASURER AND CHIEF FINANCIAL OFFICER'S REPORTS FOR THE MONTH ENDING MARCH 31, 2018**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

Actual revenues are at 36% of the budget; while actual expenditures (including capital projects and purchases) are at 22% of the budget. Additional information is provided within the attached reports.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

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

**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'S

TREASURER'S  
REPORT

FOR THE  
PERIOD ENDING  
MARCH 31, 2018

TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
OAKDALE IRRIGATION DISTRICT  
STATEMENT OF FUNDS  
FOR THE PERIOD ENDING MARCH 31, 2018

<u>PERIOD ENDING</u>	<u>3/31/2018</u>	<u>RATE</u>	<u>2/28/2018</u>	<u>NET CHANGE</u>
<i><u>OAKDALE IRRIGATION DISTRICT FUNDS</u></i>				
LAIF	\$162,261.56	1.524%	\$162,261.56	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	694,045.43		492,745.36	201,300.07
OVCB BUSINESS PLUS SAVINGS	2,549,097.40	.05%-.40%	3,180,514.57	(631,417.17)
UNION BANK OF CALIFORNIA	67,052,178.15	1.810%	69,012,573.39	(1,960,395.24)
	<u>70,457,582.54</u>		<u>72,848,094.88</u>	<u>(2,390,512.34)</u>
<i><u>IMPROVEMENT DISTRICT FUNDS</u></i>				
IMPROVEMENT DISTRICT'S FUNDS	1,388,638.28		1,287,441.62	101,196.66
	<u>1,388,638.28</u>		<u>1,287,441.62</u>	<u>101,196.66</u>
<i><u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u></i>	<u>\$71,846,220.82</u>		<u>\$74,135,536.50</u>	<u>(\$2,289,315.68)</u>

**OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING  
MARCH 31, 2018**

<b>DISTRICT CASH AND CASH EQUIVALENTS</b>		<b>3/31/2018</b>	<b>3/31/2017</b>	<b>NET CHANGE</b>
Beginning Balance: 03/01/2018		\$72,848,094.88		
Receipts / Earnings / Transfers		567,291.61		
Expenditures / Transfers		(2,957,803.95)		
<b>TOTAL DISTRICT TREASURY FUNDS ON HAND:</b>	<b>3/31/2018</b>	<b>\$70,457,582.54</b>	<b>\$64,843,752.64</b>	<b>\$5,613,829.90</b>
<b><u>GENERAL FUND</u></b>				
Beginning Balance: 03/01/2018		\$20,746,334.76		
<b><u>RECEIPTS / EARNINGS</u></b>				
Secretary's Receipts	\$79,052.13			
Interest Earnings	42,916.19			
Collection Receipts	444,146.81			
Total Receipts:		566,115.13		
<b><u>EXPENDITURES</u></b>				
Accounts Payable	2,538,568.66			
Payroll	418,058.81			
Transfers to RWS Reserve Funds	1,176.48			
Total Expenditures:		(2,957,803.95)		
<b>BALANCE ON HAND:</b>	<b>3/31/2018</b>	<b>\$18,354,645.94</b>	<b>\$12,757,769.16</b>	<b>\$5,596,876.78</b>
<b><u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE- \$18,000,000 - limit</u></b>				
Beginning Balance: 03/01/2018		\$18,000,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>3/31/2018</b>	<b>\$18,000,000.00</b>	<b>\$18,000,000.00</b>	<b>\$0.00</b>
<b><u>OPERATING RESERVE - \$6,000,000 max. limit</u></b>				
Beginning Balance: 03/01/2018		\$3,738,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>3/31/2018</b>	<b>\$3,738,000.00</b>	<b>\$3,738,000.00</b>	<b>\$0.00</b>
<b><u>RATE STABILIZATION RESERVE - \$4,500,000 max. limit</u></b>				
Beginning Balance: 03/01/2018		\$2,388,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>		<b>\$2,388,000.00</b>	<b>\$2,388,000.00</b>	<b>\$0.00</b>

DISTRICT TREASURY FUNDS - *continued*

3/31/2018

3/31/2017

NET CHANGE

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE - \$1,500,000 max. limit

Beginning Balance: 03/01/2018	\$492,365.71		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
<b>BALANCE ON HAND: 3/31/2018</b>	<b>\$492,365.71</b>	<b>\$486,965.71</b>	<b>\$5,400.00</b>

MAIN CANAL / TUNNEL IMPROVEMENT RESERVE

Beginning Balance: 03/01/2018	\$20,064,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
<b>BALANCE ON HAND: 3/31/2018</b>	<b>\$20,064,000.00</b>	<b>\$20,064,000.00</b>	<b>\$0.00</b>

BUILDING AND FACILITIES REPLACEMENT RESERVE

Beginning Balance: 03/01/2018	\$475,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 3/31/2018</b>	<b>\$475,000.00</b>	<b>\$475,000.00</b>	<b>\$0.00</b>

RURAL WATER SYSTEM REPLACEMENT / IMPROVEMENT RESERVE - \$1,000,000 max. limit

Beginning Balance: 03/01/2018	\$765,310.41		
Transfer from General Fund	1,176.48		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 3/31/2018</b>	<b>\$766,486.89</b>	<b>\$754,933.77</b>	<b>\$11,553.12</b>

EMPLOYEE COMPENSATED ABSENCES TRUST FUND

Beginning Balance: 03/01/2018	\$179,084.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 3/31/2018</b>	<b>\$179,084.00</b>	<b>\$179,084.00</b>	<b>\$0.00</b>

DEBT RESERVE FUND

Beginning Balance: 03/01/2018	6,000,000.00		
Receipts	0.00		
Expenditures	0.00		
<b>BALANCE ON HAND:</b>	<b>6,000,000.00</b>	<b>6,000,000.00</b>	<b>0.00</b>

RESTRICTED FUNDS	3/31/2018	3/31/2017	NET CHANGE
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**IMPROVEMENT DISTRICT'S FUNDS**

Beginning Balance: 03/01/2018	\$1,287,441.62		
Receipts	108,730.96		
Expenditures	(7,534.30)		
<b>BALANCE ON HAND:      3/31/2018</b>	<b>\$1,388,638.28</b>	<b>\$1,219,609.86</b>	<b>\$169,028.42</b>

FILED: April 17, 2018

STATE OF CALIFORNIA / COUNTY OF STANISLAUS

**Local Agency Investment Fund**  
**P.O. Box 942809**  
**Sacramento, CA 94209-0001**  
**(916) 653-3001**

OAKDALE IRRIGATION DISTRICT

TREASURER  
1205 EAST "F" STREET  
OAKDALE, CA 95361

PMIA Average Monthly Yields

Tran Type Definitions

March 2018 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	162,261.56
Total Withdrawal:	0.00	Ending Balance:	162,261.56



GLOBAL CUSTODY SERVICES  
350 CALIFORNIA STREET, H-17002  
SAN FRANCISCO, CA 94104

----- manifest line -----

OAKDALE IRRIGATION DISTRICT  
KATHY COOK  
1205 EAST 'F' STREET  
OAKDALE, CA 95361



## Account Statement

### Statement Period

March 1, 2018 through March 31, 2018

[Online Access](#)

## Overview of Total Account Value

Closing Value on 12/31/2017 \$62,913,005.18  
Opening Value on 03/01/2018 \$68,976,594.08  
Closing Value on 03/31/2018 \$67,038,472.33  
**Net Change For Period (\$1,938,121.75)**

## Contents

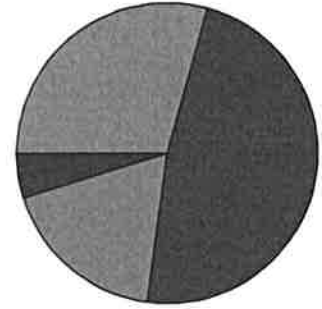
Overview of Total Account Value  
Principal Portfolio Summary  
Unrealized Gain/Loss Summary  
Cash Transactions Summary  
Asset Detail  
Bond Maturity Summary  
Transaction Detail  
Realized Gain/Loss Summary

## Overview of Account by Investment Category

### Your Current Portfolio Mix

The primary goal of the Liquidity Management objective is to seek a dependable income stream bearing little or no market risk over the long-term. The major portion of the assets will be cash related. Fixed income securities can be utilized to provide a stable income stream. No Equity securities should be utilized.

% of Total Account	Market Value	Description
29.39%	19,704,426.32	Cash & Cash Equivalents
47.77%	32,020,991.50	Government Obligations
18.00%	12,067,730.74	Corporate Obligations
4.84%	3,245,323.77	Non-US Securities
<b>100.00%</b>	<b>\$67,038,472.33</b>	<b>Total Account Value</b>







# Account Statement

## Account Name

OAKDALE IRRIGATION DIST

## Statement Period

March 1, 2018 through March 31, 2018

### Principal Portfolio Summary

Description	Market Value	Percentage of Portfolio	Current Yield
Cash & Cash Equivalents	19,704,426.32	29.39%	1.69%
Government Obligations	32,020,991.50	47.77%	1.44%
Corporate Obligations	12,067,730.74	18.00%	3.03%
Non-US Securities	3,245,323.77	4.84%	1.59%
<b>Total Principal Portfolio</b>	<b>\$67,038,472.33</b>	<b>100.00%</b>	<b>1.81%</b>

### Unrealized Gain/Loss Summary

Description	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	19,615,908.36	19,704,426.32	88,517.96
Government Obligations	31,922,996.86	32,020,991.50	97,994.64
Corporate Obligations	12,252,180.23	12,067,730.74	(184,449.49)
Non-US Securities	3,261,092.70	3,245,323.77	(15,768.93)
<b>Total Gain/Loss</b>	<b>\$67,052,178.15</b>	<b>\$67,038,472.33</b>	<b>(\$13,705.82)</b>

### Cash Transactions Summary

Receipts	Principal Cash
Dividend	1,950.59
Interest	39,644.17
Sales	5,747,464.20
Maturities/Redemptions	6,193,455.83
<b>Total Receipts</b>	<b>\$11,982,514.79</b>

### Cash Transactions Summary (continued)

Disbursements	Principal Cash
Accrued Interest Paid	(2,554.00)
Purchases	(9,979,960.79)
Payments to/for Beneficiaries	(2,000,000.00)
<b>Total Disbursements</b>	<b>(\$11,982,514.79)</b>
<b>Total Net Transactions</b>	<b>\$0.00</b>



# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

**Statement Period**  
March 1, 2018 through March 31, 2018

## Asset Detail - Principal Portfolio

### Cash & Cash Equivalents

Asset Name	Asset Identifier	Shares/Units Held	Cost Basis	Market Value	Date Priced	Price/ of Portfolio	Current Yield	Estimated Annual Income
<b>Money Market Funds</b>								
FIDELITY INSTL CASH PORTFOLIOS	31617510S	2,543,548.5700	2,543,548.57	2,543,548.57	1.0000	3.79%	1.54%	39,203.35
U S GOVT PORTFOLIO CL-I #57					03/30/2018			
***CASH MANAGEMENT SWEEP***								
316175108								
<b>Disc Comm'l Paper/Bnker Accept</b>								
STANDARD CHARTERED BANK	85324UD26	1,275,000.0000	1,268,493.96	1,275,000.00	100.0000	1.90%	1.69%	21,588.22
DISC COML PAPER					03/30/2018			
DTD 04/06/2017 04/02/2018								
MACQUARIE BANK LTD	55607LDL5	3,000,000.0000	2,968,443.75	2,997,210.00	99.9070	4.47%	1.51%	45,168.75
DISC COML PAPER					03/30/2018			
DTD 07/24/2017 04/20/2018								
BANK OF NOVA SCOTTTIA	06417KDT3	3,000,000.0000	2,967,577.50	2,995,980.00	99.8660	4.47%	1.51%	45,168.75
DISC COML PAPER					03/30/2018			
DTD 08/03/2017 04/27/2018								
EXPORT DEVELOPMENT CANADA (EDC)	30215HE30	1,350,000.0000	1,342,923.75	1,347,651.00	99.8260	2.01%	1.73%	23,268.75
DISC COML PAPER					03/30/2018			
DTD 01/08/2018 05/03/2018								
NISSAN MOTOR ACCEPTANCE CORP	65475MEF3	3,325,000.0000	3,308,319.58	3,316,986.75	99.7590	4.96%	1.75%	57,984.32
DISC COML PAPER					03/30/2018			
DTD 01/19/2018 05/15/2018								
TOYOTA MOTOR CREDIT CO	89233HF74	2,500,000.0000	2,486,937.50	2,489,875.00	99.5950	3.71%	2.13%	52,975.69
DISC COML PAPER					03/30/2018			
DTD 09/11/2017 06/07/2018								



# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

## Statement Period

March 1, 2018 through March 31, 2018

### Asset Detail - Principal Portfolio (continued)

#### Cash & Cash Equivalents

Asset Name	Asset Identifier	Shares/Units Held	Cost Basis	Market Value	Date Priced	Price/Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Disc Comm'l Paper/Bnker Acct									
TORONTO-DOMINION BANK DISC COML PAPER	89119BFB7	2,750,000.00000	2,729,663.75	2,738,175.00	03/30/2018	99.5700	4.08%	1.77%	48,514.58
DTD 12/12/2017 06/11/2018									
<b>Total Cash &amp; Cash Equivalents</b>			<b>\$19,615,908.36</b>	<b>\$19,704,426.32</b>			<b>29.39%</b>	<b>1.69%</b>	<b>\$333,872.41</b>

#### Government Obligations

Asset Name	Asset Identifier	Shares/Units Held	Cost Basis	Market Value	Date Priced	Price/Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Federal Govt Agency									
FEDERAL FARM CREDIT BANK BONDS	3133EF3B1	1,000,000.00000	996,080.00	999,540.00	03/29/2018	99.9540	1.49%	0.75%	7,500.00
DTD 04/12/2016 0.75% 04/18/2018									
US Govt Agency - Discount									
FEDL HOME LOAN BK CONS DISC 0.00000%	313385VK9	5,500,000.00000	5,480,341.47	5,497,745.00	03/29/2018	99.9590	8.20%	1.43%	78,850.15
4/11/2018									
FEDL HOME LOAN BK CONS DISC 0.00000%	313385VQ6	2,010,000.00000	2,002,284.95	2,008,693.50	03/29/2018	99.9350	3.00%	1.43%	28,734.63
4/16/2018									
FEDL HOME LOAN BK CONS DISC 0.00000%	313385V52	4,350,000.00000	4,334,111.02	4,346,781.00	03/29/2018	99.9260	6.48%	1.47%	63,730.52
4/18/2018									
FEDL HOME LOAN BK CONS DISC 0.00000%	313385VU7	1,800,000.00000	1,793,470.75	1,798,506.00	03/29/2018	99.9170	2.68%	1.46%	26,188.75
4/20/2018									
FEDL HOME LOAN BK CONS DISC 0.00000%	313385WG7	5,000,000.00000	4,976,790.89	4,992,900.00	03/29/2018	99.8580	7.45%	1.44%	71,986.11
5/2/2018									



# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

## Statement Period

March 1, 2018 through March 31, 2018

### Asset Detail - Principal Portfolio (continued)

#### Government Obligations

Asset Name	Asset Identifier	Shares/Units Held	Cost Basis	Market Value	Price/Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
<b>US Govt Agency - Discount</b>								
FEDL HOME LOAN BK CONS DISC 0.0000%	313385WJ1	6,700,000.0000	6,668,108.00	6,689,883.00	99.8490 03/29/2018	9.99%	1.46%	97,820.00
FEDL HOME LN MTG CORP DISC N 0.0000%	313397WQ0	500,000.0000	498,136.67	499,105.00	99.8210 03/29/2018	0.74%	1.58%	7,908.32
FEDL FARM CRED BK CONS DISC 0.0000%	313313XB9	3,700,000.0000	3,680,452.69	3,691,453.00	99.7690 03/29/2018	5.51%	1.45%	53,644.87
FEDL HOME LOAN BK CONS DISC 0.0000%	313385XD3	1,500,000.0000	1,493,220.42	1,496,385.00	99.7590 03/29/2018	2.23%	1.56%	23,344.78

#### Total Government Obligations

**\$31,922,986.86**      **\$32,020,991.50**      **47.77%**      **1.44%**      **\$459,708.13**

#### Corporate Obligations

Asset Name	Asset Identifier	Shares/Units Held	Cost Basis	Market Value	Price/Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
<b>Corporate Bonds</b>								
CATERPILLAR FINL SVCS MTNS B 5.4500%	14912L3U3	2,778,000.0000	2,887,342.08	2,780,722.44	100.0980 03/29/2018	4.15%	5.44%	151,401.00
GENERAL ELEC CAP CORP MTN BE 5.6250%	36962G3U6	1,085,000.0000	1,129,962.40	1,087,495.50	100.2300 03/29/2018	1.62%	5.61%	61,031.25
CHEVRON CORP SR NOTES DTD 06/24/2013 1.718% 06/24/2018	166764AE0	600,000.0000	601,530.00	599,076.00	99.8460 03/29/2018	0.89%	1.72%	10,308.00
JOHN DEERE CAPITAL CORP MTN 1.650% 10/15/2018	24422ETM1	1,585,000.0000	1,586,664.25	1,577,677.30	99.5380 03/29/2018	2.35%	1.66%	26,152.50



# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

## Statement Period

March 1, 2018 through March 31, 2018

### Asset Detail - Principal Portfolio (continued)

#### Corporate Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
<b>Corporate Bonds</b>								
AMERICAN EXPRESS CREDIT 1.875% 11/05/2018	0258M0DZ9	1,350,000.0000	1,352,254.50	1,344,424.50	99.5870 03/29/2018	2.01%	1.88%	25,312.50
WELLS FARGO CO MTN 1.800% 11/28/2018	94988J5F0	2,500,000.0000	2,496,275.00	2,488,125.00	99.5250 03/29/2018	3.71%	1.81%	45,000.00
BANK NEW YORK MTN BK ENT 2.1000% 1/15/2019	06406HCP2	2,200,000.0000	2,198,152.00	2,190,210.00	99.5550 03/29/2018	3.27%	2.11%	46,200.00
<b>Total Corporate Obligations</b>			<b>\$12,252,180.23</b>	<b>\$12,067,730.74</b>		<b>18.00%</b>	<b>3.03%</b>	<b>\$365,405.25</b>

#### Non-US Securities

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
<b>Non - US Corporate Bonds</b>								
SHELL INTERNATIONAL FIN BV 1.6250% 11/10/2018	822582BM3	2,000,000.0000	2,003,120.00	1,990,020.00	99.5010 03/29/2018	2.97%	1.63%	32,500.00
BANK OF MONTREAL 1.5000% 7/18/2019	06367THQ6	1,277,000.0000	1,257,972.70	1,255,303.77	98.3010 03/29/2018	1.87%	1.53%	19,155.00
<b>Total Non-US Securities</b>			<b>\$3,261,092.70</b>	<b>\$3,245,323.77</b>		<b>4.84%</b>	<b>1.59%</b>	<b>\$51,655.00</b>
<b>Total Principal Portfolio</b>			<b>\$67,052,178.15</b>	<b>\$67,038,472.33</b>		<b>100.00%</b>	<b>1.81%</b>	<b>\$1,210,640.79</b>
<b>Total Account Values</b>			<b>\$67,052,178.15</b>	<b>\$67,038,472.33</b>		<b>100.00%</b>	<b>1.81%</b>	<b>\$1,210,640.79</b>



# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

## Statement Period

March 1, 2018 through March 31, 2018

### Bond Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Bond Market Value
2018		61,158,000.000	61,052,504.88	61,049,409.99	94.66%
2019		3,477,000.000	3,456,124.70	3,445,513.77	5.34%
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
<b>Total</b>	<b>\$0.00</b>	<b>64,635,000.000</b>	<b>\$64,508,629.58</b>	<b>\$64,494,923.76</b>	<b>100.00%</b>

### Transaction Detail

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
Beginning Balance			\$0.00	\$69,012,573.39
03/01/18	Purchases PURCHASED 1,950.59 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/01/18	31617510S	(1,950.59)	1,950.59
03/01/18	Dividend CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 2/1/18 TO 2/28/18	31617510S	1,950.59	
03/06/18	Sales SOLD 1,260,526.7 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/06/18	31617510S	1,260,526.70	(1,260,526.70)



# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

## Statement Period

March 1, 2018 through March 31, 2018

### Transaction Detail (continued)

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
03/06/18	Maturities/Redemptions MATURED 1,200,000 PAR VALUE OF BK OF NY MELLON MTN 1.350% 3/06/18 LT CAPITAL GAIN OF \$564.00 TRADE DATE 03/06/18 1,200,000 PAR VALUE AT 100 %	06406HCJ6	1,200,000.00	(1,199,436.00)
03/06/18	Interest CASH RECEIPT OF INTEREST EARNED ON BK OF NY MELLON MTN 1.350% 3/06/18 0.00675\$1 PV ON 1,200,000 PAR VALUE DUE 3/6/2018	06406HCJ6	8,100.00	
03/06/18	Purchases PURCHASED 1,208,100 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/06/18	31617510S	(1,208,100.00)	1,208,100.00
03/06/18	Purchases PURCHASED 1,277,000 PAR VALUE OF BANK OF MONTREAL MTN 1.500% 7/18/19 TRADE DATE 03/06/18 PURCHASED THROUGH WACHOVIA CAPITAL MARKETS, LLC. 1,277,000 PAR VALUE AT 98.51 %	06367TH06	(1,257,972.70)	1,257,972.70
03/06/18	Accrued Interest Paid PAID ACCRUED INTEREST ON PURCHASE OF BANK OF MONTREAL MTN 1.500% 7/18/19	06367TH06	(2,554.00)	
03/09/18	Sales SOLD 2,486,937.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/09/18	31617510S	2,486,937.50	(2,486,937.50)
03/09/18	Maturities/Redemptions MATURED 2,500,000 PAR VALUE OF TOYOTA MTR CRED DC/P 3/09/18 TRADE DATE 03/09/18 2,500,000 PAR VALUE AT 100 %	89233HC93	2,473,758.33	(2,473,758.33)
03/09/18	Interest CASH RECEIPT OF INTEREST EARNED ON TOYOTA MTR CRED DC/P 3/09/18 0/\$1 PV ON 2,500,000 PAR VALUE DUE 3/9/2018 2,500,000 PAR VALUE AT 100 %	89233HC93	26,241.67	



# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

## Statement Period

March 1, 2018 through March 31, 2018

### Transaction Detail (continued)

Date	Activity Description	Asset Identifier	Principal Cash	Cost Basis
03/09/18	Purchases PURCHASED 2,500,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/09/18	31617510S	(2,500,000.00)	2,500,000.00
03/09/18	Purchases PURCHASED 2,500,000 PAR VALUE OF TOYOTA MTR CRED DC/P 6/07/18 TRADE DATE 03/09/18 PURCHASED THROUGH CITIBANK/IPA 2,500,000 PAR VALUE AT 99.4775 %	89233HF74	(2,486,937.50)	2,486,937.50
03/26/18	Sales SOLD 2,000,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/26/18	31617510S	2,000,000.00	(2,000,000.00)
03/26/18	Payments to/for Beneficiaries CASH DISBURSEMENT PAID TO OAK VALLEY COMMUNITY BANK WIRE TRANSFER XX6075 OAKDALE IRRIGATION DISTRICT		(2,000,000.00)	
03/28/18	Maturities/Redemptions MATURED 2,525,000 PAR VALUE OF FHLB DISC NT 3/28/18 TRADE DATE 03/28/18 2,525,000 PAR VALUE AT 100 %	313385UV6	2,519,697.50	(2,519,697.50)
03/28/18	Interest CASH RECEIPT OF INTEREST EARNED ON FHLB DISC NT 3/28/18 0.81 PV ON 2,525,000 PAR VALUE DUE 3/28/2018 2,525,000 PAR VALUE AT 100 %	313385UV6	5,302.50	
03/28/18	Purchases PURCHASED 2,525,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/28/18	31617510S	(2,525,000.00)	2,525,000.00
<b>Net Activity</b>			<b>\$0.00</b>	<b>(\$1,960,395.24)</b>
<b>Ending Balance</b>			<b>\$0.00</b>	<b>\$67,052,178.15</b>





# Account Statement

**Account Name**  
OAKDALE IRRIGATION DIST

**Statement Period**  
March 1, 2018 through March 31, 2018

## Realized Gain/Loss Summary

Date	Asset Name	Asset Identifier	Shares	Cost	Proceeds	Gain / Loss Amount
						Short Long
03/06/18	BK OF NY MELLON MTN 1.350% 3/06/18	06406HCJ6	1,200,000.0000	1,199,436.00	1,200,000.00	0.00 564.00
	<b>TOTAL</b>			<b>\$1,199,436.00</b>	<b>\$1,200,000.00</b>	<b>\$0.00 \$564.00</b>
	<b>SUMMARY</b>			<b>DISTRIBUTIONS</b>	<b>REALIZED</b>	<b>TOTAL YEAR TO DATE (YTD)</b>
	Short Term Capital Gain / Loss			\$0.00	\$0.00	\$0.00 (\$888.00)
	Long Term Capital Gain / Loss			\$0.00	\$564.00	\$564.00 (\$4,506.00)

## Disclaimer

The amount your account netted on a sale minus the total amount the account paid at initial purchase is your account's realized gain (if positive) or loss (if negative). Cost basis as reported on your UB statement is either a) the lot-specific purchase price minus purchase commissions and fees or b) information provided by the client or their representative to MUFG Union Bank, N.A. at or after the time we were appointed Custodian or Trustee of the assets. The monthly or quarterly statements of your account may not have correct calculations of gain/loss for a particular tax lot due to incomplete information. The cost basis information in those statements is preliminary and subject to change if you provide additional data during the year or for other reasons. Therefore, please refer to the Tax Statements that we provide after year-end to determine accurate gain/loss calculations and what we report to the IRS. Please consult your tax advisor for more information.

# OAKDALE IRRIGATION DISTRICT



## MONTHLY FINANCIAL STATEMENTS

March 31, 2018

*FOR INTERNAL REPORTING PURPOSES ONLY*

**OAKDALE IRRIGATION DISTRICT**  
**March 31, 2018**



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# OAKDALE IRRIGATION DISTRICT

## STATEMENT OF NET POSITION



	At March 31,		Change
	2018	2017	
<b>1 ASSETS</b>			
<b>2 Current assets:</b>			
3 Cash and cash equivalents	\$ 3,358,849	\$ 2,162,011	\$ 1,196,838
4 Investments	67,052,178	62,682,161	4,370,017
5 Receivables			
6 Annexation fees	855,433	769,130	86,303
7 Agricultural water fees	259,530	580,625	(321,095)
8 Due from other governmental agencies	1,076	777	299
9 Miscellaneous	176,456	265,503	(89,047)
10 Domestic water fees	2,112	5,471	(3,359)
11 Inventory of materials and supplies	669,821	729,680	(59,859)
12 Prepaid expenses	146,831	127,912	18,919
13 Due from Improvement Districts	8,126	8,489	(363)
14 <b>Total current assets</b>	<b>72,530,412</b>	<b>67,331,759</b>	<b>5,198,653</b>
<b>15 Noncurrent assets:</b>			
16 Accounts receivable - delinquencies	4,030	2,754	1,276
17 Due from other governmental agencies-Prop 1A	101,475	101,475	-
18 Restricted Improvement Districts' cash and cash equivalents	1,388,638	1,219,610	169,028
19 Annexation fees receivable	15,463,298	14,734,124	729,174
20 Investments in Tri-Dam Project	44,976,430	38,074,439	6,901,991
21 Capital assets:			
22 Not being depreciated	3,150,292	2,851,729	298,563
23 Being depreciated, net	88,053,970	78,211,249	9,842,721
24 <b>Total noncurrent assets</b>	<b>153,138,133</b>	<b>135,195,380</b>	<b>17,942,753</b>
25 <b>Total assets</b>	<b>225,668,545</b>	<b>202,527,139</b>	<b>23,141,406</b>
<b>26 Deferred outflows of resources</b>			
27 Pensions	950,403	573,848	376,555
28 Bonds	3,603,277	3,603,277	-
29 <b>Total deferred outflows of resources</b>	<b>4,553,680</b>	<b>4,177,125</b>	<b>376,555</b>
<b>30 TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>230,222,225</b>	<b>206,704,264</b>	<b>23,517,961</b>
<b>31 LIABILITIES</b>			
<b>32 Current liabilities:</b>			
33 Payable from nonrestricted assets			
34 Accounts payable	1,941,609	281,645	1,659,964
35 Due to other governmental agencies	17,113	17,050	63
36 Accrued salaries, wages and related benefits	1,002,279	893,392	108,887
37 Unearned revenue	(3,404)	(9,015)	5,611
38 Deposits payable	142,109	787,881	(645,772)
39 Due to Improvement Districts	440	-	440
40 Claims payable	2,800	10	2,790
41 Interest expense payable	-	346,152	(346,152)
42 Improvement Districts' deposits payable from restricted assets	1,388,638	1,219,610	169,028
43 Long-term liabilities, due within one-year	765,000	885,000	(120,000)
44 <b>Total current liabilities</b>	<b>5,256,584</b>	<b>4,421,725</b>	<b>834,859</b>
<b>45 Noncurrent liabilities:</b>			
46 Long-term liabilities, due in more than one-year, net	28,109,189	28,874,189	(765,000)
47 Pensions	3,368,866	2,297,665	1,071,201
48 <b>Total noncurrent liabilities</b>	<b>31,478,055</b>	<b>31,171,854</b>	<b>306,201</b>
<b>49 TOTAL LIABILITIES</b>	<b>36,734,639</b>	<b>35,593,579</b>	<b>1,141,060</b>
<b>50 DEFERRED INFLOWS OF RESOURCES</b>			
51 Pensions	572,465	948,385	(375,920)
52 <b>Total deferred inflows of resources</b>	<b>572,465</b>	<b>948,385</b>	<b>(375,920)</b>
<b>53 Net Position</b>			
54 Net investment in capital assets	61,645,616	54,327,487	7,318,129
55 Unrestricted	131,269,505	115,834,813	15,434,692
<b>56 TOTAL NET POSITION</b>	<b>\$ 192,915,121</b>	<b>\$ 170,162,300</b>	<b>\$ 22,752,821</b>

**OAKDALE IRRIGATION DISTRICT**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**For the Month Ended March 31, 2018**



	Current Month	YTD Actual	2018 Budget	Budget Remaining	% of 2018 Budget Remaining
<b>1 Operating revenues:</b>					
2 Agricultural water deliver charges (base rat) \$	1,838	\$ 1,929,644	\$ 1,985,000	\$ 55,356	3%
3 Water sales	0	0	6,699,700	6,699,700	100%
4 Annexation Fees	0	0	5,200,000	5,200,000	100%
5 Domestic water delivery fee	10,797	33,463	205,000	171,537	84%
6 Improvement District Fees	949	2,855	60,500	57,645	95%
7 Other water related revenues	5,535	85,802	58,100	(27,702)	0%
8 <b>Total operating revenues</b>	<b>19,119</b>	<b>2,051,764</b>	<b>14,208,300</b>	<b>12,156,536</b>	<b>86%</b>
9					
<b>10 Operating expenses:</b>					
11 Operation and maintenance	298,675	843,281	5,859,902	5,016,621	86%
12 Water operations	174,506	286,389	2,636,171	2,349,782	89%
13 General and administrative	144,744	942,730	5,732,500	4,789,770	84%
14 Depreciation / amortization	201,135	624,956	2,446,500	1,821,544	74%
15 <b>Total operating expenses</b>	<b>819,060</b>	<b>2,697,356</b>	<b>16,675,073</b>	<b>13,977,717</b>	<b>84%</b>
16 <b>Operating Income (loss)</b>	<b>(799,941)</b>	<b>(645,592)</b>	<b>(2,466,773)</b>	<b>(1,821,181)</b>	<b>74%</b>
17					
<b>18 Nonoperating revenues (expenses):</b>					
19 County property tax appropriations	12,217	658,327	2,600,000	1,941,673	75%
20 Interest earned	42,978	(57,605)	881,000	938,605	107%
21 Debt service interest	(10)	(109,599)	(1,087,100)	(977,501)	90%
22 Tri-Dam Project distributions	0	6,856,000	12,200,000	5,344,000	44%
23 Tri-Dam Power Authority distributions	0	3,691,500	5,400,000	1,708,500	32%
24 <b>Total non-operating rev. (exp.)</b>	<b>55,185</b>	<b>11,038,623</b>	<b>19,993,900</b>	<b>8,955,277</b>	<b>45%</b>
25 <b>Change in net position</b>	<b>\$ (744,756)</b>	<b>\$ 10,393,031</b>	<b>\$ 17,527,127</b>	<b>\$ 7,134,096</b>	<b>41%</b>
26					
27 <b>Capital expenditures &amp; debt obligations</b>	<b>\$ 2,415,631.00</b>	<b>\$ 4,839,142.00</b>	<b>\$ 17,665,950.00</b>	<b>\$ 12,826,808.00</b>	<b>73%</b>

**OAKDALE IRRIGATION DISTRICT**  
**REVENUES - DETAIL**  
For the Month Ended March 31, 2018



	<u>Current Month</u>	<u>YTD Actual</u>	<u>2018 Budget</u>	<u>Budget Remaining</u>	<u>% of 2018 Budget Remaining</u>
<b>1 OPERATING REVENUES</b>					
2     Agricultural water service fees					
3         Tier 1	\$ 1,838	\$ 1,706,750	\$ 1,753,000	\$ 46,250	3%
4         Tier 2	0	222,894	232,000	9,106	4%
5         Tier 3	0	0	57,300	57,300	100%
6     Water sales					
7         Tier 1	0	0	526,500	526,500	100%
8         Tier 2	0	0	673,200	673,200	100%
9         Tier 3	0	0	875,000	875,000	100%
10        Local out-of-district	0	0	500,000	500,000	100%
11        Out-of-district	0	0	5,000,000	5,000,000	100%
12     Annexation fees	0	0	5,200,000	5,200,000	100%
13     Domestic water sales	10,797	33,463	205,000	171,537	84%
14     Improvement District fees	949	2,855	60,500	57,645	95%
15     Miscellaneous revenues					
16         Penalties	(3)	18,899	21,500	2,601	12%
17         Transfer fees	365	890	6,000	5,110	85%
18         District rental properties	500	1,500	15,600	14,100	90%
19         Miscellaneous revenue	4,673	64,513	15,000	(49,513)	0%
20 <b>Total Operating Revenue</b>	<u>19,119</u>	<u>2,051,764</u>	<u>15,140,600</u>	<u>13,088,836</u>	<u>86%</u>
21					
22					
<b>23 NONOPERATING REVENUES</b>					
24     County property tax appropriations	12,217	658,327	2,600,000	1,941,673	75%
25     Investment earnings					
26         Investment earnings	42,916	(57,678)	400,000	457,678	114%
27         General interest	62	73	481,000	480,927	100%
28     Tri-Dam Project distributions	0	6,856,000	12,200,000	5,344,000	44%
29     Tri-Dam Power Authority distributions	0	3,691,500	5,400,000	1,708,500	32%
30 <b>Total Nonoperating Revenues</b>	<u>55,195</u>	<u>11,148,222</u>	<u>21,081,000</u>	<u>9,932,778</u>	<u>47%</u>
31 <b>TOTAL REVENUES</b>	<u>\$ 74,314</u>	<u>\$ 13,199,986</u>	<u>\$ 36,221,600</u>	<u>\$ 23,021,614</u>	<u>64%</u>

**OAKDALE IRRIGATION DISTRICT**  
**OPERATING EXPENSES SUMMARY**  
For the Month Ended March 31, 2018



	<u>Current Month</u>	<u>YTD Actual</u>	<u>2018 Budget</u>	<u>Budget Remaining</u>	<u>% of 2018 Budget Remaining</u>
<b>1 OPERATING EXPENSES</b>					
<b>2 MAINTENANCE</b>					
3 SSJID Main Supply Diversion Works	\$ -	\$ 3,868	\$ 38,000	\$ 34,132	90%
4 North Main Canal Maintenance	7,008	19,588	472,500	452,912	96%
5 South Main Canal Maintenance	10,163	31,960	351,400	319,440	91%
6 Irrigation Water Lateral Maintenance-North Side	113,562	314,118	1,870,700	1,556,582	83%
7 Irrigation Water Lateral Maintenance - South Side	85,570	192,242	1,507,700	1,315,458	87%
8 Pumping Plant Operations and Maintenance	6,159	40,014	533,654	493,640	93%
9 Drainage System Maintenance	5,969	17,784	305,100	287,316	94%
10 Building and Grounds Maintenance	31,569	104,285	255,500	151,215	59%
11 Vehicle and Equipment Maintenance	38,675	119,422	525,348	405,926	77%
12 <b>TOTAL MAINTENANCE</b>	<b>298,675</b>	<b>843,281</b>	<b>5,859,902</b>	<b>5,016,621</b>	<b>86%</b>
<b>13</b>					
<b>14 WATER OPERATIONS</b>					
15 Domestic Water System Maintenance	7,913	34,619	291,471	256,852	88%
16 Irrigation Water Operations - North Division	77,966	118,589	1,135,400	1,016,811	90%
17 Irrigation Water Operations - South Division	88,445	128,329	1,132,900	1,004,571	89%
18 Drainage Water Operations	182	4,852	18,600	13,748	74%
19 Water Measurement Management	0	0	57,800	57,800	100%
20 <b>TOTAL WATER OPERATIONS</b>	<b>174,506</b>	<b>286,389</b>	<b>2,636,171</b>	<b>2,349,782</b>	<b>89%</b>
<b>21</b>					
<b>22 GENERAL, ADMINISTRATION, AND DEPRECIATION</b>					
23 General and Administration	144,744	942,730	5,732,500	4,789,770	84%
24 Depreciation and Amortization	201,135	624,956	2,446,500	1,821,544	74%
25 <b>TOTAL GENERAL, ADMINISTRATION, AND DEPR.</b>	<b>345,879</b>	<b>1,567,686</b>	<b>8,179,000</b>	<b>6,611,314</b>	<b>81%</b>
<b>26</b>					
<b>27 TOTAL OPERATING EXPENSES</b>	<b>819,060</b>	<b>2,697,356</b>	<b>16,675,073</b>	<b>13,977,717</b>	<b>84%</b>
<b>28</b>					
<b>29 NONOPERATING EXPENSES</b>					
30 Interest expense	10	109,599	1,087,100	977,501	90%
31 <b>TOTAL NONOPERATING EXPENSES</b>	<b>10</b>	<b>109,599</b>	<b>1,087,100</b>	<b>977,501</b>	<b>90%</b>
<b>32</b>					
<b>33 TOTAL OPERATING AND NONOPERATING EXPENSES</b>	<b>\$ 819,070</b>	<b>\$ 2,806,955</b>	<b>\$ 17,762,173</b>	<b>\$ 14,955,218</b>	<b>84%</b>



**OAKDALE IRRIGATION DISTRICT  
CAPITAL AND DEBT EXPENDITURES  
For the Month Ended March 31, 2018**

	<u>GL ACCOUNT NO.</u>	<u>GL DESCRIPTION</u>	<u>PROJECT DESCRIPTION</u>	<u>2018 YTD ACTUAL</u>	<u>2018 BUDGET</u>
1	00-000-15200-00	Capital Work	Capital construction projects as per WRP (baseline CIP)	\$ 217,300	\$ 2,100,000
2	00-000-15200-00		Capital construction projects as per WRP (modernization)	1,253,469	3,000,000
3	00-000-15200-00		Two-Mile Bar Tunnel	3,108,907	10,500,000
4					
5	00-000-15150-00	Ag Pumping Plants	Major repairs		50,000
6					
7	00-000-15181-00	Backhoes / Heavy Eq.	Motor Grader		345,000
8			Front-end wheel loader (budgeted in 2017, approved by BOD Jan. 18)	249,989	0
9					
10	00-000-15183-00	Miscellaneous Construction	Electric vibrator, 10 ft. shaft		1,500
11			Trash pump, 2" (3)	3,532	5,100
12			Generator, 5.6 KW with electric start (3)		8,100
13			Vibratory rammer, with wheel kit (2)		7,800
14			Air compressor, 175 PSI with electric start (5)		12,000
15			Pump, portable 4" or 6"		45,000
16					
17	00-000-15184-00	Autos/Pickups/Trucks/ Trailers	RTV trailer		5,500
18			Chemical tanks for pesticide trucks (2)		17,000
19			Tilt-bed trailer		17,000
20			1/2-ton pickup for DSOs		30,000
21			1/2-ton 4 wheel drive pickup for DSOs		32,000
22			3/4-ton pickup with utility bed (SCADA)		35,000
23			2-ton service truck (diesel)		125,000
24			Dump truck, 3-axle (diesel)		220,000
25			1.5-ton crew truck (2)		230,000
26					
27	00-000-15185-00	Shop/Warehouse/ Yard Buildings	Pallet racking system for warehouse	1,843	3,000
28			Yard chain link fencing with 80% privacy fabric		17,500
29					
30	00-000-15186-00	Shop/Warehouse/ Yard Equipment	Base station / AlertMicro docking module	1,382	1,750
31			Spill containment pallets (2)	2,720	3,500
32			Wheel/tire balancer unit		5,000
33			Porta coolers		6,000
34			20' storage containers (2)		7,000
35			Steel roller / bender machine		10,000
36					
37	00-000-15187-00	Office and Engineering Equipment	Computer Workstation (New Asst. Engineer)		3,000
38			Ergonomic workstation furniture (CFO)		4,200
39			Copier, with letter & legal capacity, feeder (2)		5,000
40			Computer workstations		10,000
41			Ergonomic workstation modules and furniture (front office)		39,000
42					
43	TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES			<u>4,839,142</u>	<u>16,900,950</u>
44					
45	00-000-22320-00	Current - COP Debt	Principal payment of Series 2016 COP		765,000
46					
47	TOTAL CAPITAL AND DEBT EXPENDITURES			<u>\$ 4,839,142</u>	<u>\$ 17,665,950</u>



**OAKDALE IRRIGATION DISTRICT**  
**OPERATING EXPENSES - DETAIL**  
For the Month Ended March 31, 2018



ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>SSJID MAIN SUPPLY DIVERSION WORKS</b>					
	295 - 52000 - 60	Other	\$ 3,868	\$ 38,000	\$ 34,132
<b>NORTH MAIN CANAL MAINTENANCE</b>					
Administration	100 - 52400 - 10	Labor	342	15,500	15,158
	100 - 52400 - 20	Overhead	211	9,700	9,489
		Total	553	25,200	24,647
Bridge/Crossing Maintenance	125 - 52400 - 10	Labor	0	1,700	1,700
	125 - 52400 - 20	Overhead	0	1,100	1,100
	125 - 52400 - 30	Materials	4	300	296
	125 - 52400 - 40	Transportation	0	500	500
	125 - 52400 - 60	Other	0	200	200
		Total	4	3,800	3,796
Concrete Canal Maintenance	140 - 52400 - 10	Labor	326	8,900	8,574
	140 - 52400 - 20	Overhead	202	5,600	5,398
	140 - 52400 - 30	Materials	183	2,000	1,817
	140 - 52400 - 40	Transportation	146	2,300	2,154
	140 - 52400 - 60	Other	9	1,000	991
		Total	866	19,800	18,934
Dams and Reservoir Maintenance	150 - 52400 - 10	Labor	0	700	700
	150 - 52400 - 20	Overhead	0	500	500
	150 - 52400 - 30	Materials	183	300	117
	150 - 52400 - 60	Other	2,926	6,100	3,174
		Total	3,109	7,600	4,491
Earth Canal Maintenance	165 - 52400 - 10	Labor	0	58,100	58,100
	165 - 52400 - 20	Overhead	0	36,100	36,100
	165 - 52400 - 30	Materials	183	8,200	8,017
	165 - 52400 - 40	Transportation	0	20,000	20,000
	165 - 52400 - 60	Other	0	124,000	124,000
		Total	183	246,400	246,217
Pest Control	235 - 52400 - 10	Labor	857	6,400	5,543
	235 - 52400 - 20	Overhead	532	4,000	3,468
	235 - 52400 - 30	Materials	4,204	23,000	18,796
	235 - 52400 - 40	Transportation	854	3,000	2,146
		Total	6,447	36,400	29,953

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>NORTH MAIN CANAL MAINTENANCE - <i>continued</i></b>					
Road Maintenance	260 - 52400 - 10	Labor	0	18,400	18,400
	260 - 52400 - 20	Overhead	0	11,500	11,500
	260 - 52400 - 30	Materials	183	3,600	3,417
	260 - 52400 - 40	Transportation	0	5,300	5,300
	260 - 52400 - 60	Other	0	28,000	28,000
		<b>Total</b>	<b>183</b>	<b>66,800</b>	<b>66,617</b>
SCADA Maintenance	270 - 52400 - 10	Labor	2,786	13,600	10,814
	270 - 52400 - 20	Overhead	1,728	8,500	6,772
	270 - 52400 - 30	Materials	1,667	2,600	933
	270 - 52400 - 40	Transportation	861	1,900	1,039
	270 - 52400 - 50	Utilities	228	1,000	772
	270 - 52400 - 60	Other	121	1,100	979
		<b>Total</b>	<b>7,391</b>	<b>28,700</b>	<b>21,309</b>
Structures and Turnout Maintenance	305 - 52400 - 10	Labor	0	16,500	16,500
	305 - 52400 - 20	Overhead	0	10,300	10,300
	305 - 52400 - 30	Materials	852	6,800	5,948
	305 - 52400 - 40	Transportation	0	1,200	1,200
	305 - 52400 - 60	Other	0	3,000	3,000
		<b>Total</b>	<b>852</b>	<b>37,800</b>	<b>36,948</b>
<b>TOTAL NORTH MAIN CANAL MAINTENANCE</b>			<b>19,588</b>	<b>472,500</b>	<b>452,912</b>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>SOUTH MAIN CANAL MAINTENANCE</b>					
Administration	100 - 52600 - 10	Labor	671	7,400	6,729
	100 - 52600 - 20	Overhead	417	4,600	4,183
		Total	<u>1,088</u>	<u>12,000</u>	<u>10,912</u>
Bridge/Crossing Maintenance	125 - 52600 - 10	Labor	0	2,100	2,100
	125 - 52600 - 20	Overhead	0	1,400	1,400
	125 - 52600 - 30	Materials	4	800	796
	125 - 52600 - 40	Transportation	0	200	200
	125 - 52600 - 60	Other	0	500	500
		Total	<u>4</u>	<u>5,000</u>	<u>4,996</u>
Concrete Canal Maintenance	140 - 52600 - 10	Labor	2,306	6,200	3,894
	140 - 52600 - 20	Overhead	1,429	3,900	2,471
	140 - 52600 - 30	Materials	183	400	217
	140 - 52600 - 40	Transportation	2,093	2,600	507
	140 - 52600 - 60	Other	56	1,500	1,444
		Total	<u>6,067</u>	<u>14,600</u>	<u>8,533</u>
Dams and Reservoir Maintenance	150 - 52600 - 10	Labor	0	6,200	6,200
	150 - 52600 - 20	Overhead	0	3,900	3,900
	150 - 52600 - 30	Materials	2,739	2,600	(139)
	150 - 52600 - 40	Transportation	0	400	400
		Total	<u>2,739</u>	<u>13,100</u>	<u>10,361</u>
Earth Canal Maintenance	165 - 52600 - 10	Labor	0	8,300	8,300
	165 - 52600 - 20	Overhead	0	5,200	5,200
	165 - 52600 - 30	Materials	183	2,500	2,317
	165 - 52600 - 40	Transportation	0	1,500	1,500
	165 - 52600 - 60	Other	0	21,100	21,100
		Total	<u>183</u>	<u>38,600</u>	<u>38,417</u>
Pest Control	235 - 52600 - 10	Labor	330	26,200	25,870
	235 - 52600 - 20	Overhead	204	16,300	16,096
	235 - 52600 - 30	Materials	1,391	100,000	98,609
	235 - 52600 - 40	Transportation	158	6,500	6,342
		Total	<u>2,083</u>	<u>149,000</u>	<u>146,917</u>
Road Maintenance	260 - 52600 - 10	Labor	0	17,500	17,500
	260 - 52600 - 20	Overhead	0	10,900	10,900
	260 - 52600 - 30	Materials	183	3,500	3,317
	260 - 52600 - 40	Transportation	0	5,000	5,000
	260 - 52600 - 60	Other	0	5,500	5,500
		Total	<u>183</u>	<u>42,400</u>	<u>42,217</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>SOUTH MAIN CANAL MAINTENANCE - <i>continued</i></b>					
SCADA Maintenance	270 - 52600	10 Labor	5,710	27,400	21,690
	270 - 52600	20 Overhead	3,540	17,000	13,460
	270 - 52600	30 Materials	3,632	5,300	1,668
	270 - 52600	40 Transportation	1,312	3,800	2,488
	270 - 52600	60 Other	116	2,100	1,984
		Total	<u>14,310</u>	<u>55,600</u>	<u>41,290</u>
Structures and Turnout Maintenance	305 - 52600	10 Labor	0	9,300	9,300
	305 - 52600	20 Overhead	0	5,800	5,800
	305 - 52600	30 Materials	5,303	3,500	(1,803)
	305 - 52600	40 Transportation	0	1,000	1,000
	305 - 52600	60 Other	0	1,500	1,500
		Total	<u>5,303</u>	<u>21,100</u>	<u>15,797</u>
<b>TOTAL SOUTH MAIN CANAL MAINTENANCE</b>			<u>31,960</u>	<u>351,400</u>	<u>319,440</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE</b>					
Administration	100 - 52700 - 10	Labor	19,298	81,400	62,102
	100 - 52700 - 20	Overhead	11,964	50,500	38,536
	100 - 52700 - 30	Materials	4,018	6,000	1,982
	100 - 52700 - 50	Utilities	307	1,600	1,293
		Total	<u>35,587</u>	<u>139,500</u>	<u>103,913</u>
Bridge/Crossing Maintenance	125 - 52700 - 10	Labor	782	2,100	1,318
	125 - 52700 - 20	Overhead	485	1,400	915
	125 - 52700 - 30	Materials	375	500	125
	125 - 52700 - 40	Transportation	643	500	(143)
	125 - 52700 - 60	Other	22	500	478
	Total	<u>2,307</u>	<u>5,000</u>	<u>2,693</u>	
Concrete Canal Maintenance	140 - 52700 - 10	Labor	3,112	15,700	12,588
	140 - 52700 - 20	Overhead	1,929	9,800	7,871
	140 - 52700 - 30	Materials	621	4,200	3,579
	140 - 52700 - 40	Transportation	1,611	3,400	1,789
	140 - 52700 - 60	Other	83	3,400	3,317
	Total	<u>7,356</u>	<u>36,500</u>	<u>29,144</u>	
Earth Canal Maintenance	165 - 52700 - 10	Labor	16,029	144,100	128,071
	165 - 52700 - 20	Overhead	9,939	89,400	79,461
	165 - 52700 - 30	Materials	2,089	30,000	27,911
	165 - 52700 - 40	Transportation	15,026	40,000	24,974
	165 - 52700 - 60	Other	14,389	165,000	150,611
	Total	<u>57,472</u>	<u>468,500</u>	<u>411,028</u>	
Pest Control	235 - 52700 - 10	Labor	6,271	34,200	27,929
	235 - 52700 - 20	Overhead	3,888	21,300	17,412
	235 - 52700 - 30	Materials	32,042	110,000	77,958
	235 - 52700 - 40	Transportation	7,820	29,000	21,180
	235 - 52700 - 60	Other	0	200	200
	Total	<u>50,021</u>	<u>194,700</u>	<u>144,679</u>	
Pipeline Maintenance	240 - 52700 - 10	Labor	30,417	71,000	40,583
	240 - 52700 - 20	Overhead	18,858	44,100	25,242
	240 - 52700 - 30	Materials	9,105	3,000	(6,105)
	240 - 52700 - 40	Transportation	12,278	31,500	19,222
	240 - 52700 - 60	Other	1,965	33,000	31,035
	Total	<u>72,623</u>	<u>182,600</u>	<u>109,977</u>	
Road Maintenance	260 - 52700 - 10	Labor	7,938	195,500	187,562
	260 - 52700 - 20	Overhead	4,922	121,300	116,378
	260 - 52700 - 30	Materials	1,369	20,000	18,631
	260 - 52700 - 40	Transportation	6,322	75,000	68,678
	260 - 52700 - 60	Other	26	62,000	61,974
	Total	<u>20,577</u>	<u>473,800</u>	<u>453,223</u>	

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE - <i>continued</i></b>					
SCADA Maintenance	270 - 52700 - 10	Labor	11,699	43,600	31,901
	270 - 52700 - 20	Overhead	7,254	27,100	19,846
	270 - 52700 - 30	Materials	10,342	8,400	(1,942)
	270 - 52700 - 40	Transportation	4,334	6,100	1,766
	270 - 52700 - 50	Utilities	158	1,000	842
	270 - 52700 - 60	Other	942	3,400	2,458
		Total	<u>34,729</u>	<u>89,600</u>	<u>54,871</u>
Structures and Turnout Maintenance	305 - 52700 - 10	Labor	11,142	119,400	108,258
	305 - 52700 - 20	Overhead	6,909	74,100	67,191
	305 - 52700 - 30	Materials	9,585	35,000	25,415
	305 - 52700 - 40	Transportation	4,070	23,000	18,930
	305 - 52700 - 60	Other	1,740	29,000	27,260
		Total	<u>33,446</u>	<u>280,500</u>	<u>247,054</u>
<b>TOTAL IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE</b>			<u>314,118</u>	<u>1,870,700</u>	<u>1,556,582</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE</b>					
Administration	100 - 52800 - 10	Labor	10,060	66,400	56,340
	100 - 52800 - 20	Overhead	6,238	41,200	34,962
	100 - 52800 - 30	Materials	4,125	6,500	2,375
	100 - 52800 - 50	Utilities	307	1,700	1,393
		Total	<u>20,730</u>	<u>115,800</u>	<u>95,070</u>
Bridge/Crossing Maintenance	125 - 52800 - 10	Labor	950	6,200	5,250
	125 - 52800 - 20	Overhead	589	3,900	3,311
	125 - 52800 - 30	Materials	10	1,000	990
	125 - 52800 - 40	Transportation	131	2,000	1,869
	125 - 52800 - 60	Other	33	1,800	1,767
	Total	<u>1,713</u>	<u>14,900</u>	<u>13,187</u>	
Concrete Canal Maintenance	140 - 52800 - 10	Labor	1,743	6,800	5,057
	140 - 52800 - 20	Overhead	1,081	4,300	3,219
	140 - 52800 - 30	Materials	621	2,200	1,579
	140 - 52800 - 40	Transportation	751	1,100	349
	140 - 52800 - 60	Other	17	500	483
	Total	<u>4,213</u>	<u>14,900</u>	<u>10,687</u>	
Earth Canal Maintenance	165 - 52800 - 10	Labor	1,210	107,000	105,790
	165 - 52800 - 20	Overhead	750	66,400	65,650
	165 - 52800 - 30	Materials	275	25,000	24,725
	165 - 52800 - 40	Transportation	1,841	27,000	25,159
	165 - 52800 - 60	Other	1,492	73,000	71,508
	Total	<u>5,568</u>	<u>298,400</u>	<u>292,832</u>	
Pest Control	235 - 52800 - 10	Labor	6,382	31,700	25,318
	235 - 52800 - 20	Overhead	3,956	19,700	15,744
	235 - 52800 - 30	Materials	25,191	102,000	76,809
	235 - 52800 - 40	Transportation	9,136	27,000	17,864
		Total	<u>44,665</u>	<u>180,400</u>	<u>135,735</u>
Pipeline Maintenance	240 - 52800 - 10	Labor	20,286	125,500	105,214
	240 - 52800 - 20	Overhead	12,577	77,900	65,323
	240 - 52800 - 30	Materials	8,957	26,000	17,043
	240 - 52800 - 40	Transportation	5,842	35,000	29,158
	240 - 52800 - 60	Other	1,223	31,000	29,777
	Total	<u>48,885</u>	<u>295,400</u>	<u>246,515</u>	
Road Maintenance	260 - 52800 - 10	Labor	2,030	102,500	100,470
	260 - 52800 - 20	Overhead	1,259	63,600	62,341
	260 - 52800 - 30	Materials	590	19,000	18,410
	260 - 52800 - 40	Transportation	2,078	30,800	28,722
	260 - 52800 - 60	Other	3	45,000	44,997
	Total	<u>5,960</u>	<u>260,900</u>	<u>254,940</u>	

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE - <i>continued</i></b>					
SCADA Maintenance	270 - 52800	10 Labor	10,345	44,800	34,455
	270 - 52800	20 Overhead	7,298	27,800	20,502
	270 - 52800	30 Materials	6,074	8,700	2,626
	270 - 52800	40 Transportation	3,281	6,200	2,919
	270 - 52800	50 Utilities	202	1,000	798
	270 - 52800	60 Other	937	3,400	2,463
		Total	<u>28,137</u>	<u>91,900</u>	<u>63,763</u>
Structures and Turnout Maintenance	305 - 52800	10 Labor	12,962	98,800	85,838
	305 - 52800	20 Overhead	8,036	61,300	53,264
	305 - 52800	30 Materials	5,757	30,000	24,243
	305 - 52800	40 Transportation	4,545	18,000	13,455
	305 - 52800	60 Other	1,071	27,000	25,929
		Total	<u>32,371</u>	<u>235,100</u>	<u>202,729</u>
<b>TOTAL IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE</b>			<u>192,242</u>	<u>1,507,700</u>	<u>1,315,458</u>



ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>PUMPING PLANT OPERATIONS &amp; MAINTENANCE</b>					
Administration	100 - 53200 - 10	Labor	1,440	28,354	26,914
	100 - 53200 - 20	Overhead	892	17,600	16,708
	100 - 53200 - 30	Materials	312	1,000	688
		Total	<u>2,644</u>	<u>46,954</u>	<u>44,310</u>
Booster Pumps	120 - 53200 - 10	Labor	0	1,600	1,600
	120 - 53200 - 20	Overhead	0	1,000	1,000
	120 - 53200 - 30	Materials	264	700	436
	120 - 53200 - 40	Transportation	0	600	600
	120 - 53200 - 50	Utilities	52	8,200	8,148
	120 - 53200 - 60	Other	0	1,400	1,400
	Total	<u>316</u>	<u>13,500</u>	<u>13,184</u>	
Deep & Shallow Wells	155 - 53200 - 10	Labor	1,967	21,400	19,433
	155 - 53200 - 20	Overhead	1,218	13,300	12,082
	155 - 53200 - 30	Materials	248	7,800	7,552
	155 - 53200 - 40	Transportation	801	10,000	9,199
	155 - 53200 - 50	Utilities	14,685	200,000	185,315
	155 - 53200 - 60	Other	0	5,000	5,000
	Total	<u>18,919</u>	<u>257,500</u>	<u>238,581</u>	
Knights Ferry Pumping Plant	200 - 53200 - 10	Labor	381	2,300	1,919
	200 - 53200 - 20	Overhead	237	1,500	1,263
	200 - 53200 - 30	Materials	232	500	268
	200 - 53200 - 40	Transportation	118	1,400	1,282
	200 - 53200 - 50	Utilities	265	1,200	935
	200 - 53200 - 60	Other	18	700	682
	Total	<u>1,251</u>	<u>7,600</u>	<u>6,349</u>	
Reclamation & Drainage Pumps	245 - 53200 - 10	Labor	1,700	36,100	34,400
	245 - 53200 - 20	Overhead	1,054	22,400	21,346
	245 - 53200 - 30	Materials	390	15,000	14,610
	245 - 53200 - 40	Transportation	1,070	15,000	13,930
	245 - 53200 - 50	Utilities	2,793	79,000	76,207
	245 - 53200 - 60	Other	9,307	8,000	(1,307)
	Total	<u>16,314</u>	<u>175,500</u>	<u>159,186</u>	
River Pumps	255 - 53200 - 10	Labor	0	4,900	4,900
	255 - 53200 - 20	Overhead	0	3,100	3,100
	255 - 53200 - 30	Materials	183	2,100	1,917
	255 - 53200 - 40	Transportation	0	1,900	1,900
	255 - 53200 - 50	Utilities	387	20,000	19,613
	255 - 53200 - 60	Other	0	600	600
	Total	<u>570</u>	<u>32,600</u>	<u>32,030</u>	
<b>TOTAL PUMPING PLANT OPERATIONS AND MAINTENANCE</b>			<u>40,014</u>	<u>533,654</u>	<u>493,640</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>DRAINAGE SYSTEM MAINTENANCE</b>					
Administration	100 - 53400 - 10	Labor	292	14,900	14,608
	100 - 53400 - 20	Overhead	183	9,300	9,117
		Total	475	24,200	23,725
Bridge/Crossing Maintenance	125 - 53400 - 10	Labor	0	1,700	1,700
	125 - 53400 - 20	Overhead	0	1,100	1,100
	125 - 53400 - 30	Materials	0	800	800
	125 - 53400 - 60	Other	0	200	200
		Total	0	3,800	3,800
Earth Drain Maintenance	170 - 53400 - 10	Labor	0	63,800	63,800
	170 - 53400 - 20	Overhead	0	39,600	39,600
	170 - 53400 - 30	Materials	31	8,000	7,969
	170 - 53400 - 40	Transportation	0	23,000	23,000
	170 - 53400 - 60	Other	0	22,000	22,000
		Total	31	156,400	156,369
Pest Control	235 - 53400 - 10	Labor	2,328	6,900	4,572
	235 - 53400 - 20	Overhead	1,444	4,300	2,856
	235 - 53400 - 30	Materials	7,357	15,000	7,643
	235 - 53400 - 40	Transportation	2,961	13,000	10,039
		Total	14,090	39,200	25,110
Pipeline Maintenance	240 - 53400 - 10	Labor	0	19,200	19,200
	240 - 53400 - 20	Overhead	0	12,000	12,000
	240 - 53400 - 30	Materials	1,332	6,500	5,168
	240 - 53400 - 40	Transportation	0	2,800	2,800
	240 - 53400 - 60	Other	0	6,500	6,500
		Total	1,332	47,000	45,668
Road Maintenance	260 - 53400 - 10	Labor	0	8,900	8,900
	260 - 53400 - 20	Overhead	0	5,600	5,600
	260 - 53400 - 30	Materials	327	1,500	1,173
	260 - 53400 - 40	Transportation	0	2,800	2,800
	260 - 53400 - 60	Other	0	1,200	1,200
		Total	327	20,000	19,673
Structures and Turnout Maintenance	305 - 53400 - 10	Labor	190	6,400	6,210
	305 - 53400 - 20	Overhead	118	4,000	3,882
	305 - 53400 - 30	Materials	1,123	2,100	977
	305 - 53400 - 40	Transportation	98	1,000	902
	305 - 53400 - 60	Other	0	1,000	1,000
		Total	1,529	14,500	12,971
<b>TOTAL DRAINAGE SYSTEM MAINTENANCE</b>			<b>17,784</b>	<b>305,100</b>	<b>287,316</b>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>BUILDING &amp; GROUNDS MAINTENANCE</b>					
Administration	100 - 53600 - 10	Labor	2,045	15,000	12,955
	100 - 53600 - 20	Overhead	1,268	9,300	8,032
	100 - 53600 - 30	Materials	1,153	2,900	1,747
	100 - 53600 - 60	Other	0	400	400
		Total	4,466	27,600	23,134
District Rental Properties	135 - 53600 - 60	Other	0	1,000	1,000
		Total	0	1,000	1,000
Main Office	205 - 53600 - 10	Labor	259	8,600	8,341
	205 - 53600 - 20	Overhead	160	5,400	5,240
	205 - 53600 - 30	Materials	1,326	15,000	13,674
	205 - 53600 - 50	Utilities	4,263	23,000	18,737
	205 - 53600 - 60	Other	6,248	15,000	8,752
	Total	12,256	67,000	54,744	
Shop Buildings	275 - 53600 - 10	Labor	1,061	8,600	7,539
	275 - 53600 - 20	Overhead	658	5,400	4,742
	275 - 53600 - 30	Materials	4,760	10,300	5,540
	275 - 53600 - 50	Utilities	4,284	24,000	19,716
	275 - 53600 - 60	Other	264	2,000	1,736
	Total	11,027	50,300	39,273	
Yard	345 - 53600 - 10	Labor	36,754	51,600	14,846
	345 - 53600 - 20	Overhead	22,611	32,000	9,389
	345 - 53600 - 30	Materials	752	9,200	8,448
	345 - 53600 - 40	Transportation	1,422	5,800	4,378
	345 - 53600 - 60	Other	14,997	11,000	(3,997)
	Total	76,536	109,600	33,064	
<b>TOTAL BUILDING &amp; GROUNDS MAINTENANCE</b>			<b>104,285</b>	<b>255,500</b>	<b>151,215</b>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>VEHICLE &amp; EQUIPMENT MAINTENANCE</b>					
Administration	100 - 53800 - 10	Labor	19,140	79,648	60,508
	100 - 53800 - 20	Overhead	11,868	49,400	37,532
	100 - 53800 - 30	Materials	1,004	1,100	96
	100 - 53800 - 40	Transportation	307	1,100	793
	100 - 53800 - 50	Utilities	21	300	279
	100 - 53800 - 60	Other	50	600	550
		Total	<u>32,390</u>	<u>132,148</u>	<u>99,758</u>
Shop	280 - 53800 - 10	Labor	28,147	146,700	118,553
	280 - 53800 - 20	Overhead	17,452	91,000	73,548
	280 - 53800 - 30	Materials	34,288	120,000	85,712
	280 - 53800 - 40	Transportation	4,449	25,500	21,051
	280 - 53800 - 60	Other	2,696	10,000	7,304
			Total	<u>87,032</u>	<u>393,200</u>
<b>TOTAL VEHICLE &amp; EQUIPMENT MAINTENANCE</b>			<u>119,422</u>	<u>525,348</u>	<u>405,926</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>DOMESTIC WATER SYSTEM MAINTENANCE</b>					
Administration	100 - 54000	10 Labor	2,842	34,655	31,813
	100 - 54000	20 Overhead	2,018	21,500	19,482
	100 - 54000	30 Materials	61	1,900	1,839
	100 - 54000	50 Utilities	209	1,100	891
	100 - 54000	60 Other	0	2,000	2,000
		Total	<u>5,130</u>	<u>61,155</u>	<u>56,025</u>
Domestic Water System	265 - 54000	10 Labor	10,888	80,416	69,528
	265 - 54000	20 Overhead	7,731	49,900	42,169
	265 - 54000	30 Materials	1,011	12,900	11,889
	265 - 54000	40 Transportation	1,860	9,100	7,240
	265 - 54000	50 Utilities	5,374	62,000	56,626
	265 - 54000	60 Other	2,625	16,000	13,375
		Total	<u>29,489</u>	<u>230,316</u>	<u>200,827</u>
<b>TOTAL DOMESTIC WATER SYSTEM MAINTENANCE</b>			<u>34,619</u>	<u>291,471</u>	<u>256,852</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>IRRIGATION WATER LATERAL OPERATIONS - NORTH DIVISION</b>					
Administration	100 - 54200	10 Labor	35,005	147,200	112,195
	100 - 54200	20 Overhead	21,703	91,300	69,597
	100 - 54200	30 Materials	65	2,000	1,935
	100 - 54200	50 Utilities	523	3,500	2,977
	100 - 54200	60 Other	4,204	16,800	12,596
		Total	<u>61,500</u>	<u>260,800</u>	<u>199,300</u>
Water Distribution	335 - 54200	10 Labor	28,346	406,400	378,054
	335 - 54200	20 Overhead	17,575	252,000	234,425
	335 - 54200	30 Materials	1,247	8,000	6,753
	335 - 54200	40 Transportation	8,854	200,000	191,146
	335 - 54200	50 Utilities	1,067	8,000	6,933
	335 - 54200	60 Other	0	200	200
		Total	<u>57,089</u>	<u>874,600</u>	<u>817,511</u>
<b>TOTAL IRRIGATION WATER LATERAL OPERATIONS - NORTH DIVISION</b>			<u>118,589</u>	<u>1,135,400</u>	<u>1,016,811</u>
<b>IRRIGATION WATER LATERAL OPERATIONS - SOUTH DIVISION</b>					
Administration	100 - 54400	10 Labor	34,685	147,200	112,515
	100 - 54400	20 Overhead	21,504	91,300	69,796
	100 - 54400	30 Materials	65	2,000	1,935
	100 - 54400	50 Utilities	523	3,500	2,977
	100 - 54400	60 Other	4,204	16,800	12,596
		Total	<u>60,981</u>	<u>260,800</u>	<u>199,819</u>
Water Distribution	335 - 54400	10 Labor	33,412	406,400	372,988
	335 - 54400	20 Overhead	20,716	252,000	231,284
	335 - 54400	30 Materials	902	7,000	6,098
	335 - 54400	40 Transportation	11,228	200,000	188,772
	335 - 54400	50 Utilities	1,090	6,500	5,410
	335 - 54400	60 Other	0	200	200
		Total	<u>67,348</u>	<u>872,100</u>	<u>804,752</u>
<b>TOTAL IRRIGATION WATER LATERAL OPERATIONS - SOUTH DIVISION</b>			<u>128,329</u>	<u>1,132,900</u>	<u>1,004,571</u>
<b>DRAINAGE WATER OPERATIONS</b>					
Storm Water Management	175 - 54600	10 Labor	1,879	7,100	5,221
	175 - 54600	20 Overhead	1,165	4,500	3,335
	175 - 54600	40 Transportation	391	2,500	2,109
	175 - 54600	50 Utilities	1,417	4,500	3,083
		Total	<u>4,852</u>	<u>18,600</u>	<u>13,748</u>
<b>TOTAL DRAINAGE WATER OPERATIONS</b>			<u>4,852</u>	<u>18,600</u>	<u>13,748</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>WATER MEASUREMENT MANAGEMENT</b>					
Ag. Waiver / Discharge Compliance	110 - 54800	- 10 Labor	0	1,000	1,000
(old acct no. 52900)	110 - 54800	- 20 Overhead	0	700	700
	110 - 54800	- 30 Materials	0	1,000	1,000
	110 - 54800	- 40 Transportation	0	500	500
	110 - 54800	- 60 Other	0	7,000	7,000
		Total	<u>0</u>	<u>10,200</u>	<u>10,200</u>
Water Measurement Program	342 - 54800	- 10 Labor	0	13,000	13,000
	342 - 54800	- 20 Overhead	0	8,100	8,100
	342 - 54800	- 30 Materials	0	10,000	10,000
	342 - 54800	- 40 Transportation	0	8,500	8,500
	342 - 54800	- 60 Other	0	8,000	8,000
		Total	<u>0</u>	<u>47,600</u>	<u>47,600</u>
<b>TOTAL WATER MEASUREMENT MANAGEMENT</b>			<u>0</u>	<u>57,800</u>	<u>57,800</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>GENERAL &amp; ADMINISTRATION</b>					
Management / Supervision	600 - 56200 - 10	Labor	85,099	433,000	347,901
Management / Supervision	600 - 56200 - 20	Overhead	52,760	268,500	215,740
Clerical	605 - 56200 - 10	Labor	63,236	388,300	325,064
Clerical	605 - 56200 - 20	Overhead	39,207	240,800	201,593
Engineering / Technical	608 - 56200 - 10	Labor	55,882	324,000	268,118
Engineering / Technical	608 - 56200 - 20	Overhead	34,647	200,900	166,253
Meetings / Training	615 - 56200 - 10	Labor	11,421	46,000	34,579
Meetings / Training	615 - 56200 - 20	Overhead	7,081	28,600	21,519
Professional Training	618 - 56200 - 10	Labor	9,133	15,000	5,867
Professional Training	618 - 56200 - 20	Overhead	5,662	9,300	3,638
Vacation Compensation	620 - 56200 - 10	Labor	103,480	387,000	283,520
Vacation Compensation	620 - 56200 - 20	Overhead	59,021	240,000	180,979
Sick Leave Compensation	625 - 56200 - 10	Labor	56,634	162,000	105,366
Sick Leave Compensation	625 - 56200 - 20	Overhead	32,181	100,500	68,319
Holiday Compensation	630 - 56200 - 10	Labor	38,964	173,000	134,036
Holiday Compensation	630 - 56200 - 20	Overhead	24,001	107,300	83,299
Other Non-Productive Comp.	635 - 56200 - 10	Labor	13,292	166,000	152,708
Other Non-Productive Comp.	635 - 56200 - 20	Overhead	8,206	103,000	94,794
Director's Compensation	640 - 56200 - 10	Labor	10,000	60,000	50,000
Director's Compensation	640 - 56200 - 20	Overhead	9,300	37,200	27,900
Health Insurance	650 - 56200 - 20	Overhead	211,970	961,400	749,430
Dental Insurance	655 - 56200 - 20	Overhead	14,522	94,000	79,478
Vision Insurance	660 - 56200 - 20	Overhead	4,428	21,800	17,372
Life Insurance	665 - 56200 - 20	Overhead	9,516	14,600	5,084
Cafeteria & EAP Plans	667 - 56200 - 20	Overhead	1,133	3,900	2,767
Health & Fitness Program	668 - 56200 - 20	Overhead	435	13,200	12,765
Retirement Plan Contribution	670 - 56200 - 20	Overhead	121,239	669,700	548,461
Deferred Comp Contribution	671 - 56200 - 20	Overhead	12,441	87,800	75,359
Workers' Compensation Insurance	675 - 56200 - 20	Overhead	39,741	262,500	222,759
State Unemployment Expense	680 - 56200 - 20	Overhead	0	5,000	5,000
Social Security & Medicare	685 - 56200 - 20	Overhead	66,511	490,400	423,889
Office & Computer Supplies, Equip. & Furn	700 - 56200 - 30	Materials	13,244	73,300	60,056
Safety Materials and Supplies	705 - 56200 - 30	Materials	1,216	9,500	8,284
Classified Ads / Employment Ads	720 - 56200 - 30	Materials	2,859	7,800	4,941
Miscellaneous	725 - 56200 - 30	Materials	1,330	23,500	22,170
Telephone & Cellular Expense	740 - 56200 - 50	Utilities	2,420	11,100	8,680
Education/Training/Travel Expense	750 - 56200 - 60	Other	24,275	71,500	47,225
Membership Dues & Fees	755 - 56200 - 60	Other	38,935	37,000	(1,935)
Physical Expense/Background Checks	765 - 56200 - 60	Other	2,186	13,000	10,814
Safety Incentive & Productivity Program	770 - 56200 - 60	Other	1,305	27,500	26,195
Service Warranty Contracts	775 - 56200 - 60	Other	41,833	81,700	39,867
Subscriptions / Publications / Licenses	780 - 56200 - 60	Other	27,561	38,400	10,839
Insurance Expense	800 - 56200 - 60	Other	42,121	170,000	127,879
Investment Expenses	805 - 56200 - 60	Other	0	55,000	55,000
Judgment & Damages	850 - 56200 - 60	Other	107,946	1,500,000	1,392,054
Uncollectible Accounts	855 - 56200 - 60	Other	0	0	0
Expense Credits (Overhead)	860 - 56200 - 20	Overhead	(548,600)	(2,624,300)	(2,075,700)
Expense Credits (Overhead)	860 - 56200 - 40	Equipment	(240,581)	(1,000,000)	(759,419)
Expense Credits (Overhead)	860 - 56200 - 60	Other	(162,901)	(250,000)	(87,099)
Prior Year Expense	865 - 56200 - 60	Other	311	0	(311)



ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2018 YTD ACTUAL	TOTAL 2018 ANNUAL BUDGET	BUDGET REMAINING
<b>GENERAL &amp; ADMINISTRATION - <i>continued</i></b>					
SJTA & Stan. GW Mgmt Contribution	870 - 56200 - 60	Other	200,000	200,000	0
Regulatory Compliance Fees	872 - 56200 - 60	Other	32,942	67,100	34,158
County Administration Fees	875 - 56200 - 60	Other	1,623	43,000	41,377
Legal - General	900 - 56200 - 60	Other	47,679	170,000	122,321
Legal - Litigation	901 - 56200 - 60	Other	33,562	250,000	216,438
Finance Consultants	905 - 56200 - 60	Other	6,824	27,100	20,276
Engineering / Consultants	910 - 56200 - 60	Other	40,947	200,000	159,053
Other Consultants	915 - 56200 - 60	Other	5,990	20,600	14,610
Community Outreach	920 - 56200 - 60	Other	16,609	395,000	378,391
Amortization Expense	998 - 56200 - 90	Amortization Expense	(49)	10,500	10,549
Depreciation Expense	999 - 56200 - 91	Depreciation Expense	624,956	2,436,000	1,811,044
<b>TOTAL GENERAL &amp; ADMINISTRATION</b>			<b>\$ 1,567,686</b>	<b>\$ 8,179,000</b>	<b>\$ 6,611,314</b>

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 6  
APN: N/A

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**SUBJECT: APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Clark Pipeline	Remove and replace 1-24" x 11.5' Fresno 101C slide gate. (APN: 20720025)	\$4,800	2018-026
Clark Pipeline	Remove and replace 1-15" x 14.5' Fresno 101C slide gate. (APN: 20721015)	4,200	2018-027
East Thalheim Lateral	Remove and replace 1-5' x 6' precast MBI structure, 1-12" coupler, 1-12" x 8' Fresno 101C slide gate, 20'-12" 100 PSI PIP PVC, 1-stilling well assembly and 1-concrete connection collar. (APN: 002-057-025)	13,400	2018-028
Quistini Lateral	Install 1' x 4' precast vault structure riser, 1-18" x 9' Fresno 101C slide gate, 1-21" x 8' Fresno 101C slide gate, and 540'-18" 100 PSI PIP PVC. (APNs: 002-015-011/062)	76,600	2018-029

**FISCAL IMPACT:** \$99,000

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**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: April 17, 2018  
Item Number: 7  
APN: N/A

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**SUBJECT: APPROVE RESOLUTION AUTHORIZING DISPOSAL OF PROPERTY NO LONGER NECESSARY FOR DISTRICT PURPOSES**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

District staff has determined that the property set forth in Attachment "A" is surplus to the needs of the District. Items on the list have either been replaced with new equipment; are no longer serviceable; are no longer safe to operate; or are too costly to continue to maintain and repair.

Staff recommends the items listed in Attachment "A" be approved for surplus.

As previously discussed, the District would like to give the School Farm Program the surplus list to see if there are any items that may be beneficial to their program. Any remaining items will be sold through the auction process.

**FISCAL IMPACT:** The sale should result in a small income.

**ATTACHMENTS:**

- Resolution 2018-NIL
  - Attachment "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:**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the District that it is in the best interest of the District to dispose of said surplus and salvage property in the most economical manner and direct the General Manager to promptly dispose of same with this intent in mind.

Upon Motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 17<sup>th</sup> day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary



# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 8  
APN: N/A

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**SUBJECT: APPROVE GENERAL SERVICES AGREEMENT 2018-GSA-002 WITH CENTRAL VALLEY PUMP, INC. FOR AG AND DOMESTIC PUMP/WELL RELATED ISSUES AND TO AUTHORIZE GENERAL MANAGER TO EXECUTE**

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**RECOMMENDED ACTION:** Authorize General Manager to Execute General Services Agreement 2018-GSA-002

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**BACKGROUND AND/OR HISTORY:**

General Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant/vendor providing it services. The following consultant/vendor will be utilized by the District for services throughout the year. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract. Staff has prepared a General Services Agreement for the following consultant/vendor:

Central Valley Pump, Inc.

Staff recommends that the Board authorize the General Manager to execute General Services Agreement 2018-GSA-002 with Central Valley Pump, Inc.

**FISCAL IMPACT:** Unknown, as needed basis.

**ATTACHMENTS:**

- General Services Agreement - 2018-GSA-002
- 

**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:**



## GENERAL SERVICES AGREEMENT

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**THIS GENERAL SERVICES AGREEMENT** (this "Agreement") is effective as of April 17, 2018, (the "Effective Date") by and between the Oakdale Irrigation District, an irrigation district organized pursuant to Division 11 of the California Water Code (the "District"), with offices at 1205 East F Street, Oakdale, California (95361) and Central Valley Pump, Inc. ("Contractor"), with offices at 2930 Geer Road #139B, Turlock, CA. 95382.

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

1. **Services:** Contractor and the District agree that Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to undertake and complete in a first-class, expeditious, and workmanlike manner the work specifically described in the Scope of Work attached as **Exhibit "A"** (the "Work") **or Work Releases or Material Requisitions, signed by an authorized District Representative, issued for a specific defined Scope of Work.**
  - A. **Additional Services:** No additional services beyond those required by the Scope of Work shall be performed by Contractor unless the District shall, in writing, specifically direct such services to be performed. Absent compliance with the foregoing, Contractor shall neither have nor make a claim for additional compensation by reason of the additional services.
  - B. **Approval by Engineer:** If required, prior to the commencement of Work or installation of materials, Contractor shall have all material submittals, data sheets and materials approved by the District Engineer. If the Work is to be inspected by the District, Contractor will coordinate such inspection of the Work with the District Engineer.
2. **Independent Contractor Relationship:** Contractor's relationship with the District will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not the agent of the District and is not authorized to make any representation, contract, or commitment on behalf of the District. Contractor will not be entitled to any of the benefits which the District may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. The District will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Contractor is an independent contractor, the District will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable state and

federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the District against any and all such taxes or contributions, including penalties and interest. Contractor warrants that, to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement.

3. **Work Commencement and Completion:** Contractor shall provide insurance certificates and bonds to the District prior to the commencement of work or no later than five (5) days after the Effective Date, evidencing the insurance and bonds required by this Agreement. Contractor shall also provide material submittals, data sheets, and materials to the District no later than five (5) days after the Effective Date to be approved by the District. The District will issue a Work Release after its receipt and review, to its reasonable satisfaction, of such insurance certificates and other items as set forth in this paragraph. Contractor shall begin the Work within ten (10) days of Contractor's receipt of the Work Release but in no event prior to the issuance of the Work Release. Each Work Release associated with this Agreement may or may not have a Scope of Work identified in **Exhibit "A"**. Contractor shall prosecute the Work diligently to completion, and in all events shall complete the Work by the date identified in the Work Release, subject to delays approved by the District. The hours of work will generally be between 7:00 a.m. and 7:00 p.m., unless otherwise approved. Contractor shall submit a schedule, with Contractor's bid, detailing Contractor's proposed Work schedule and date of completion of the Work.
4. **Licensing:** If applicable, Contractor shall have and maintain a current and valid **California Contractors License and be registered with the Department of Industrial Relations** for the duration of the Work.

Contractor license # 874489 DIR #: 1000012727

5. **Payment:** The District will pay Contractor pursuant to the Rate Schedule attached as **Exhibit "B"** or per the pricing identified in each Work Release. All invoices for the Work are to be sent to the **District's accounts payable department** with the project name, or Work Release number, listed on the invoice. Payment shall be made for undisputed invoices within thirty (30) days of receipt by the District of the invoice. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but not later than seven (7) days after receipt by the District with an explanation setting forth the reasons in writing why the invoice is disputed. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND A SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, IF APPLICABLE.** If any other payment schedules are needed by Contractor, the Contractor must obtain approval before the project begins.
- A. **Equipment Rate and Material Purchases:** Any equipment or necessary material purchases, not shown in the Rate Schedule will be negotiated and identified on the Work Release issued for that particular Scope of Work. If costs for equipment on the Rate Schedule should increase by fifteen percent (15%), rates may be renegotiated at the District's discretion. For material purchases, a twenty percent (20%) mark-up can be applied for administrative costs and overheads. All material invoices must be supplied with the invoice for payment.



B. **Approval of Time and Material Work Releases:** If the scope of Work cannot be defined, the Work will be paid for on a Time and Material basis. All Time and Material Work will be recorded on approved Daily Extra Work form showing the labor, equipment usage and any material purchases. The Daily Extra Work form will be submitted to the District no later than 10:00 a.m. on the day following the Work for verification. All cost for Time and Material work must be submitted within thirty (30) days after said Work has been performed for payment. Cost submitted after the thirty (30) day period will be paid at the sole discretion of the District. If the Work is to be performed on a Time and Materials basis, all rates, including burden and benefit markups, not included in Exhibit "B" must be submitted and approved by the District prior to the start of Work.

C. **Final Payment:** The final payment to Contractor shall be made upon completion of the Work, and subsequent to the District's final inspection and approval of the Work. Contractor shall save and keep the District, the District's loan proceeds, if any, and the District's property free from all mechanics' and materialmen's liens, recorded affidavits of sums owed by Contractor, and all other liens and claims, legal or equitable, arising out of Contractor's Work hereunder. In the event such lien, affidavit or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge the same within ten (10) days of the filing thereof. The District shall not be required to make the final payment to Contractor until all liens provided for herein are removed and/or discharged.

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

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation Coverage	Statutory Limits

Said insurance will be evidenced by certification filed with the District in a form satisfactory to the District and as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers**" as additional insureds.

Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) requires a Labor and Material Payment bond and a Faithful Performance bond from Contractor, each in the full amount of the price set forth in this Agreement for the Work from a surety company authorized to do business in the State of California. Contractor shall maintain the bonds throughout the duration of this Agreement and provide proof of said bonds at the request of the District.

7. **Commercial General Liability and Automobile Liability Insurance:** Contractor shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

- A. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
  - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
- B. **Limits:** Contractor shall maintain limits no less than the following limits:
- i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
  - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- C. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
- i. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
  - ii. For any claims related to the Work, Contractor's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by the District, shall be non-contributory.
  - iii. Any failure by Contractor to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
  - iv. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **Subrogation:** Contractor shall waive all rights of subrogation against the District.

8. **Workers' Compensation and Employer's Liability Insurance:** Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.
9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
10. **Acceptability of Insurers:** Contractor shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by the District.
11. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Contractor under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to the District prior to Contractor starting the Work. Such Certificates of Insurance shall state that the District will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide the District a certified copy of any and all applicable insurance policies upon request of the District.
12. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver all applicable renewal certificates to the District at least ten (10) days prior to the expiration date.
13. **Sub-Contractors:** In the event that Contractor employs other contractors (i.e., sub-contractors) as part of the Work covered by this Agreement, it shall be Contractor's sole responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified in this Agreement.
14. **Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Contractor, Contractor's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Contractor, Contractor's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by District's sole negligence or willful misconduct or active negligence. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Contractor is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold District harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this

Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officers, employees, or authorized volunteers.

15. **Laws, Regulations and Permits:** Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for all violations of the law in connection with Work furnished by Contractor. If Contractor observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing prior to proceeding with any Work in accordance therewith. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to the District, Contractor shall bear all costs arising therefrom.
  
16. **Safety:** Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
  - A. **Necessary Precautions:** Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of all safety measures.
    - i. **Safeguarding Utilities.** Contractor shall be responsible for locating and safeguarding all utilities and if disturbed, disconnected or damaged, Contractor shall immediately notify the District and the utility. Contractor is responsible to notify Underground Services Alert (USA).
    - ii. **California Labor Code Section 6705.** In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be

prepared by a California Registered Civil or Structural engineer. As part of the plan, a note shall be included stating that the Registered Civil or Structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- iii. **California Labor Code Section 1770.** Contractor, if applicable, shall pay Contractor's employees and agents not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at the District offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

17. **Reuse of Work Products:** "District Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the District under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Contractor intends to use in performing the Work under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the District Work Product shall be assigned to, and shall become, the exclusive property of the District and Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the District's rights or ownership in the Work Product.

If Contractor has any rights to the District Work Product that cannot be assigned to the District, (a) Contractor unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against the District with respect to such rights, and agrees, at the District's request and expense, to consent to and join in any action to enforce such rights, and (b) Contractor unconditionally and irrevocably grants to the District during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

18. **Proprietary Information:** Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the District's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the District's express written consent on a case-by-case basis. By way of illustration but not limitation,

“Proprietary Information” includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of the District. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be the District’s Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Contractor from a third party without confidential limitations, (3) it has been independently developed for Contractor by personnel or agents having no access to the District Proprietary Information, or (4) it was known to Contractor prior to its first receipt from the District. Contractor agrees not to disclose to the District, or bring into the District’s premises, or induce the District to use any confidential information that belongs to anyone other than the District or Consultant.

19. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement, Contractor agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with the District.
20. **Debris and Waste:** During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the District. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Debris generated from the Work shall be removed and disposed of by Contractor in a manner conforming to all statutes and ordinances unless otherwise specified.
21. **Personal Property Damage:** Contractor shall pay for any personal property damaged on the premises or located along access roadways as a result of Contractor’s operations.
22. **Underground and Aboveground Damages:** Contractor shall correct and restore all damages underground and aboveground, caused during the performance of the Work. If Contractor fails to correct or restore any of said damages, the District may make the necessary corrections and/or restorations to correct said damages and deduct the cost of said corrections and/or restorations from any payment due Contractor.
23. **Warranty:** Contractor warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of the highest quality, free from defects, improper workmanship, and materials, and will be installed in strict conformance with the Scope of Work, and any drawings and specifications provided by the District in connection with the Work. Contractor further agrees to correct all work defective in material and workmanship for a period of one (1) year from the date of final completion and acceptance by the District.

24. **Termination:** The District may terminate this Agreement for any reason and without any breach of Contractor upon thirty (30) days' prior written notice to Contractor.
- A. **Termination Upon Specific Occurrence.** The District may terminate this Agreement immediately upon the occurrence of any of the following:
- i. The breach of any terms or conditions of this Agreement by Contractor;
  - ii. The material default, by Contractor, under any rule, order, determination, ordinance, or law of any federal, state, county, or municipal authority;
  - iii. The termination or suspension of any licenses required to be maintained by Contractor under this Agreement; or
  - iv. The hiring of OID personnel on a temporary or part-time basis.
25. **Dispute Resolution:** To the extent required by applicable law, disputes arising between the Contractor and the Owner under or in connection with this Agreement shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference.
26. **Miscellaneous:**
- A. Contracts in excess of Ten Thousand Dollars (\$10,000) shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District for a period of three (3) years after final payment.
  - B. Work performed on the District's Rural Water Systems or an Improvement District for which the District is trustee shall be performed in accordance with the District's Domestic Water Specification Manual.
  - C. Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) involving the excavation of any trench deeper than five (5) feet shall require the submission by Contractor and acceptance by the District or the District's Engineer in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
  - D. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.
  - E. Contractor may not assign its rights or obligations hereunder without the prior written consent of the District, which may be granted or withheld in the District's sole discretion.

- F. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.
- G. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the District and Contractor.
- H. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- I. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties also agree that this Agreement was made and entered into in Stanislaus County, California and that any breach of this Agreement will be deemed to have occurred in Stanislaus County, California.
- J. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- K. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the District for which there might be no adequate remedy at law, and the District is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.



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

**OAKDALE IRRIGATION DISTRICT**

**CENTRAL VALLEY PUMP, INC.**

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

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT "A"  
SCOPE OF WORK**

**Each Scope of Work will be issued on a Work Release or Material Requisition with the Scope of Work and schedule defined.**

**All Work Releases over \$1,000 must be based on prevailing wage rates, if applicable.**

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 9  
APN: N/A

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**SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT 2018-PSA-001 WITH PRIDESTAFF AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

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**RECOMMENDED ACTION:** Approve and Authorize General Manager to Execute

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**BACKGROUND AND/OR HISTORY:**

PrideStaff is a temporary labor service. Staff is requesting approval to utilize the above consultant for a temporary employee to fill a position in the Finance Department which recently became vacant. Staff would additionally request the Board to authorize the General Manager to execute the Professional Services Agreement 2018-PSA-001 with PrideStaff.

Professional Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant providing its services. The following consultant will be utilized by the District for services throughout the remainder of this year. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract.

**FISCAL IMPACT:** Temporary employee will be filling in for an existing budgeted position. Fiscal impact should be very small, if any.

**ATTACHMENTS:**

- Professional Services Agreement 2018-PSA-001
- 

**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:**



## PROFESSIONAL SERVICES AGREEMENT

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**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is effective as of April 17, 2018 (the "Effective Date") by and between PrideStaff, Inc., ("Consultant"), with offices at 7535 N Palm Ave, Suite 101, Fresno, CA 93711, and **Oakdale Irrigation District**, an irrigation district organized pursuant to Division 11 of the California Water Code ("Client"), with offices at 1205 East F Street, Oakdale, California 95361.

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

1. **Services:** Consultant and Client agree Consultant will perform the services identified as defined in **Exhibit "A"** or on each **Work Release** issued. Consultant will perform the following Scope of Work:

### TEMPORARY STAFFING

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2. **Independent Contractor Relationship:** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client. Consultant will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Consultant is an independent contractor, Client will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing temporary associates, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest. Consultant warrants that, to the best of its knowledge, there is no other existing contract or duty on Consultant's part inconsistent with this Agreement.
3. **Prevailing Wages:** Consultant shall pay its employees and agents not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code where determined to be necessary and appropriate in accordance with the law. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at Client's offices

and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

4. **Changes/Amendments.** This Agreement may not be changed except by written amendment signed by both parties. Services not expressly set forth in this Agreement are excluded. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, in Client's reasonable discretion, to compensate Consultant for any reasonable additional costs directly attributable to the delay.
5. **Fees for Services:** All Work shall be performed on an as-needed basis. For each Task, a **Work Release** will be issued. If the Work can be defined sufficiently prior to the Work Release, a lump sum amount as payment for the Work will be negotiated and identified on the **Work Release**. However, if the scope of Work cannot be defined, Work will be paid for on a time-and-material basis. The rates will be in accordance with the attached rates in **Exhibit "B"**. All rates will include payroll burdens and benefits, overhead, and profit. The rates identified on **Exhibit "B"** shall remain fixed for the duration of the Work; provided, however, that Consultant may request, in writing, a modification of such rates. Any modifications may only take effect if and after approved by the Client's Board of Directors, at which point Client and Consultant shall enter into a written modification of this Agreement to reflect such increased rates. In no event will Client be held accountable for any additional cost except in accordance with the terms and procedures of this Agreement.
6. **Payment:** Payment shall be made for undisputed invoices within thirty (30) days of receipt by Client of Consultant's invoice and per the current rate schedule attached as **Exhibit "B"**. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but within seven (7) days after receipt with an explanation setting forth the reasons in writing why the invoice is not proper. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, if required.** If any other payment schedules are needed by Consultant, the Consultant must obtain approval before the project begins. All invoices for project are to be sent to the Client's accounts payable department with the project name listed on the invoice.

Invoices submitted to Client for payment shall include a daily breakdown of tasks worked on, hours spent on specific tasks, and the parties performing the Work every day within the billing cycle. If the Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Work hereunder or may initiate collection proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

7. **Insurance:** Consultant shall maintain insurance with the following required coverage and minimum limits and, upon request, shall provide insurance certificates to the Client:

- Auto Liability: \$1,000,000 per occurrence

- Workers' Compensation coverage:
- Consultant's coverage is primary and Client's coverage is noncontributory AM Best Rating A = VII or better
- Thirty (30) day notice of cancellation
- Professional Liability not less than: \$1,000,000

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees and volunteers**" as additional insured's on the General and Auto liability policies.

9. **Professional Liability and Automobile Liability Insurance:** Consultant shall provide and maintain professional liability and automobile liability insurance as set forth in this Agreement.

A. **Coverage:** Coverage for professional liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office ("ISO") Professional Liability Coverage (Occurrence Form CG 0001); and
- ii. ISO Business Auto Coverage (Form CA 0001).

B. **Limits:** Consultant shall maintain limits no less than the following limits:

- i. Professional liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

C. **Required Provisions:** The Professional Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. Client, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope

of protection afforded to Client, its directors, officers, employees, or authorized volunteers;

- ii. For any claims related to the Work, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

10. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of work.

11. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
12. **Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
13. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation, of insurance. Consultant shall provide Client a certified copy of any and all applicable insurance policies upon request of Client. Timely renewal certificates will be provided to Client.
14. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

15. **Indemnity:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Consultant, Consultant's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Consultant, Consultant's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused by Client's negligence, willful misconduct or active negligence. Such indemnity shall extend to claims, demands, or liabilities including, but not limited to, personal injury, wrongful death, and property damage occurring during the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.
16. **Laws, Regulations and Permits:** Consultant shall give all notices required by law and exercise due professional care to comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Consultant shall be liable for all violations of the law in connection with Work furnished by Consultant caused by Consultant's legal fault. If Consultant observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Consultant shall promptly notify Client in writing prior to proceeding with any Work in accordance therewith.
17. **Safety, Illness and Injury Prevention Plan (IIPP):** Client is not responsible for Consultant's means, techniques, sequences, procedures, or the safety precautions and programs incident thereto. All work will be performed in compliance to the CAL/OSHA requirements and regulations. Consultant is not responsible for site safety at any site. Client or contractor will be responsible for site safety.
18. **Termination:** Either party may terminate this Agreement upon Thirty (30) days' written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued. Upon termination of the Agreement or earlier as requested by Client, Consultant shall deliver to Client any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Client Work Product or Proprietary Information of Client.
19. **Reuse of Work Products:** "Client Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Consultant in the course of any work performed for Client under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a)



Consultant intends to use in performing the Work under this Agreement, (b) is either owned solely by Consultant or licensed to Consultant with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the Client Work Product shall be assigned to, and shall become, the property of Client and Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Client shall have the right to make and retain copies and use all Work Products; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client will indemnify and hold Consultant harmless if work product is used for other than for its original intended purpose.

The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Client does so at its sole risk and discretion and CONSULTANT shall not be liable for any claims or damages resulting from or connected with the release or any third party's use of the Work Products. If software is intended or expected to be developed under this Agreement, Client shall execute a software license Agreement acceptable to Consultant.

If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

20. **Proprietary Information:** Consultant agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Client's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining Client's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of Client. Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Client's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Consultant from a third party without confidential limitations, (3) it has been independently developed for Consultant by personnel or agents having no access to the Client Proprietary Information, or (4) it was known to Consultant prior to its first receipt from Client. Consultant agrees not to disclose to Client, or bring into Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Consultant.

21. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement by either party, Consultant agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with Client.
22. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based upon third party claims, shall not exceed fifty thousand dollars (\$50,000)
23. **Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
24. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicate is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.
25. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operations expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.
26. **Miscellaneous:**
  - A. This Agreement is binding upon the Client and Consultant. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
  - B. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party.
  - C. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.
  - D. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or

unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

- E. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- F. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to Client for which there might be no adequate remedy at law, and Client is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

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

**OAKDALE IRRIGATION DISTRICT**

**PrideStaff, Inc.**

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

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# PRIDESTAFF®

## STAFFING AGREEMENT

### **Service Rate/Payment:**

This agreement is made between PrideStaff, Inc. located at 3400 Tully Rd. Ste. C, Modesto, CA 95350 and **Oakdale Irrigation District located at 1205 East F St. Oakdale, CA 95361**. This agreement is valid thru December 31, 2018. **The mark up for an associate is 1.65.** Client agrees to pay upon net 14 calendar days of invoice date.

### **Client Responsibility:**

Client agrees that all work performed by PrideStaff associates is directly supervised by Client including results and performance, and that prior authorization from PrideStaff is required before the assignment agreed upon can be changed. Client also agrees to indemnify PrideStaff for bodily injury (other than workers' compensation) or property damage that occurs within the scope of the assignment, unless directly caused by the gross negligence or willful misconduct of PrideStaff associates. Client will regulate work schedules to ensure tracking of overtime or meal/rest periods, and will notify PrideStaff promptly of any incidents or accidents involving the temporary employees. Client agrees to implement and maintain appropriate internal accounting controls, (including access to information technology, proprietary information, cash, checks, credit cards, keys, merchandise, negotiable instruments or other valuables) and operational procedures to maintain minimum health and safety standards. PrideStaff's associates are only authorized to work within the scope of the assignment, and are not permitted to sign contracts, statements, tax forms or binding agreements on behalf of Client or to supervise others. Driving client vehicles is prohibited unless authorized in advance by PrideStaff. Operation of motorized equipment (forklifts, etc.) by PrideStaff associates requires a signed **Equipment Agreement** in addition to this Staffing Agreement.

### **Candidate Screening:**

PrideStaff typically conducts a minimum of two reference checks to confirm employment experience for our own purposes. At the Client's request, PrideStaff will offer background checks at various price levels depending on the degree of investigation desired. Client agrees that PrideStaff has no duty to conduct criminal and/or other background checks with respect to any candidate unless specifically requested in writing when an order is placed. Regardless of whether Client has relied upon PrideStaff's assistance in coordinating background checks, Client expressly acknowledges and assumes any and all risks of its hiring decisions based upon information provided on the candidate's background and prior work history.

### **Conversion Terms:**

Should Client decide to hire a PrideStaff associate prior to the completion of 520 hours, a referral fee is payable to PrideStaff, to be negotiated at the time of conversion based on actual hours worked. This fee will apply if Client hires a PrideStaff associate at any time within twelve (12) months following the completion date of the assignment or the candidate referral date if no temporary work took place.

# PRIDESTAFF®

**Workforce Transfer:**

If temporary employees are transferred to PrideStaff from another agency under contract, Client agrees to indemnify and defend PrideStaff from any liability, claims, losses, damages, or expenses related to other agency agreements with Client.

**Equal Employment:**

PrideStaff subscribes to Equal Employment Opportunity practices of Federal and State Governments. We refer qualified applicants without regard to race, religion, color, national origin, sex, age, marital status, disability, sexual orientation or any other category protected by law. Client agrees to notify PrideStaff immediately of alleged harassment or discrimination concerning PrideStaff associates. This document constitutes the entire agreement between Client and PrideStaff and supersedes all other agreements or representations either oral or written, except for negotiated pricing and fees for each assignment.

ACCEPTED BY THE FOLLOWING AUTHORIZED CLIENT REPRESENTATIVE

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Client Company \_\_\_\_\_

PrideStaff Signature Date Hayla Quiroga 4-5-18

**EXHIBIT "B"**  
**FEE AND RATE SCHEDULE**

<b>Accounts Payable Clerk</b>	<b>\$18.00 / Hr. (pay rate)</b>
	<b>\$29.70 / Hr. (bill rate)</b>

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 10  
APN: 006-002-089

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**SUBJECT: APPROVE ACCEPTANCE OF GRANT OF EASEMENT ON THE OID ROOT DRAIN  
(APN: 006-002-089 – R & E O'ROARK 2010 TRUST, DATED MAY 25, 2010)**

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**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above was created as the result of a parcel split and the associated landowners have applied for a New Parcel Connection. As part of the new parcel connection process, easements are required for any and all OID facilities located within a newly created parcel per OID's Subdivision Parcel Map Policy. A portion of the Root Drain lies within the parcel noted above, of which OID currently maintains a twenty (20) foot easement for the west 1/2 of the facility that was dedicated on Parcel Map 41-PM-76. However, OID does not have a granted or dedicated easement for the remaining east 1/2 of the Root Drain, and the landowners have granted OID a twenty (20) foot easement for this remaining 1/2 of the facility per OID policy. The Grant of Easement is attached for Board review and formal acceptance.

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Grant of Easement
- 

**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:**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 006-002-089

Space above this line for recorder's use

**GRANT OF EASEMENT**

**ON THE ROOT DRAIN**

FOR VALUABLE CONSIDERATION OF \$10.00, receipt of which is hereby acknowledged, **RICHARD O'ROARK AND ERIN M. O'ROARK, TRUSTEES OF THE R & E O'ROARK 2010 TRUST, DATED MAY 25, 2010**, (hereinafter referred to as "**GRANTOR**"), hereby grants to the **OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California (hereinafter referred to as "**DISTRICT**"), a 20 foot perpetual easement and right-of-way as described in the attached **Exhibits "A" and "B"**, for the purpose of laying down, constructing, patrolling, maintaining, operating, repairing, removing, replacing, enlarging, reconstructing, and other uses as the **DISTRICT** may see fit including the transmission and distribution of water and the collection, transmission, and disposal of drainage water, a pipe or pipes, canal or channel, well and related pump(s) and all braces, connections, fastenings, manholes, standpipes, valves, control boxes, meters and other appliances and fixtures reasonable and necessary for use in connection therewith or appurtenant thereto (hereinafter "**said facilities**"), over, under and across that real property in the County of Stanislaus, State of California, described in attached **Exhibit "C"**:

**TOGETHER WITH** the right at all times of ingress to and egress from said easement and right-of-way with vehicles, machinery, and equipment customary for laying down, constructing, patrolling, maintaining, operating, repairing, removing, replacing, enlarging, reconstructing, and using said facilities. **GRANTOR** further grants to **DISTRICT** the right of necessary ingress to and egress from said easement over and across adjacent lands of **GRANTOR** by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to **GRANTOR**.



GRANTOR grants DISTRICT the right to install and maintain fences and gates as required along and across said right-of-way at the sole discretion of DISTRICT for DISTRICT purposes only.

In order to protect DISTRICT'S FACILITIES, GRANTOR shall not place or permit to be placed on, in, across, under, or through said right-of-way any tree, building, structure, explosive, well, power pole, guy wire, or any other obstruction, which may or may not damage DISTRICT facilities, interfere with the operation of DISTRICT FACILITIES or obstruct access along the easement without first obtaining written permission of DISTRICT. Such written permission from DISTRICT shall not be unreasonably withheld.

GRANTOR shall not excavate, or permit any excavation, within said easement and right-of-way without first receiving written permission from DISTRICT and notifying DISTRICT at least forty-eight (48) hours in advance.

IN THE EVENT that DISTRICT herein shall abandon the use of said facilities as evidenced by Resolution of its Board of Directors, the easement and right-of-way herein granted shall revert to GRANTORS, their heirs, successors or assigns.

The Grant of Easement, and each of its covenants, shall run with the land and shall be binding on and shall inure to the benefit of each of the parties hereto and each of their heirs, legal representatives, successors, and assigns.

**"OWNER(S)"**

  
\_\_\_\_\_  
Richard O'Roark, Trustee  
The R & E O'Roark 2010 Trust, dated  
May 25, 2010

3-27-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Erin O'Roark, Trustee/Erin M. O'Roark, Trustee  
The R & E O'Roark 2010 Trust, dated  
May 25, 2010

3-27-18  
\_\_\_\_\_  
Date

Mailing Address: 10227 Pioneer Avenue  
Oakdale, CA 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION**

This is to certify that the interest in real property conveyed by Grant of Easement dated

\_\_\_\_\_, 2018, from Richard O’Roark and Erin M. O’Roark, trustees of the R & E O’Roark 2010 Trust, dated May 25, 2010, to the Oakdale Irrigation District, an irrigation district organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Oakdale Irrigation District pursuant to authority conferred by resolution of the Board of Directors of the Oakdale Irrigation District adopted on August 19th, 1997, and the Grantee consents to recordation thereof by its duly authorized officer.

**OAKDALE IRRIGATION DISTRICT**

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

\_\_\_\_\_  
Date

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On 3/27/18 before me Carla Lillie, Notary Public,  
personally appeared Richard O'Zoark and Erin M. O'Zoark  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Carla Lillie  
Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

COPY

EXHIBIT "A"

OAKDALE IRRIGATION DISTRICT IRRIGATION EASMENT

LEGAL DESCRIPTION

All that real property being a portion of Adjusted Parcel 2 as shown on that certain Certificate of Lot Line Adjusted filed for record as Doc.# 2017-0006653, Stanislaus County Records, situate in Section 6, Township 2 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

The east 20 feet of the west 26.92 feet of said Adjusted Parcel 2.

All as shown on attached Exhibit "B" and made a part hereof and containing 13,200 square feet, more or less.

END DESCRIPTION



LOT 94

LOT 93

COPY

EXISTING 20' O.I.D.  
IRRIGATION RIGHT-OF-WAY  
EASEMENT PER 41-PM-76

6.92'

O'ROARK  
ADJUSTED PARCEL 1  
CERTIFICATE OF LOT LINE  
ADJUSTMENT  
DOC. #2017-0006653

13.08'

O'ROARK  
ADJUSTED PARCEL 2  
CERTIFICATE OF LOT LINE  
ADJUSTMENT  
DOC. #2017-0006653

PROPOSED 20' O.I.D.  
IRRIGATION RIGHT-OF-WAY  
EASEMENT  
AREA=±13,200 SF

40'

LOT 96

26.92'

LOT 97

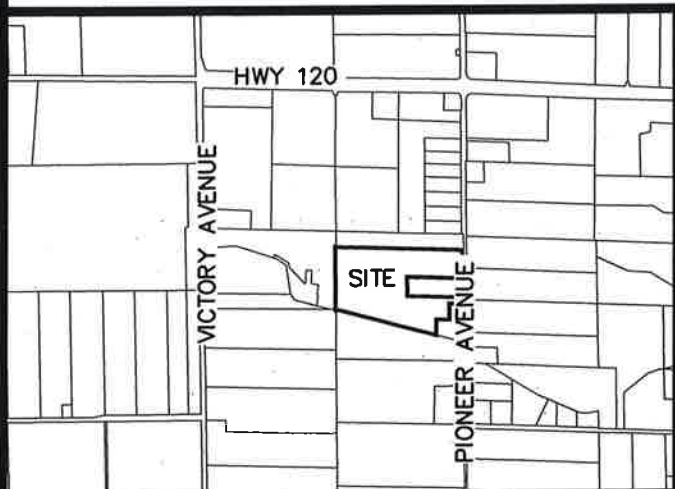


8-M-15

LOT 103

VICINITY MAP

LOT 102



**GK** Giuliani & Kull, Inc.  
Engineers • Planners • Surveyors  
440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361  
(209) 847-8726 Fax (209) 847-7323  
Auburn • Oakdale • San Jose

SCALE: 1" = 150'  
DRAWN: TRM  
CHECKED: KSC  
JOB NO.: 18129  
SHEET: 1 OF 1

EXHIBIT "B"  
O.I.D. EASEMENT  
STANISLAUS COUNTY, CALIFORNIA

## EXHIBIT "C"

### LEGAL DESCRIPTION FOR SUBJECT PROPERTY

The land referred to is situated in a portion of Section 6, Township 2 South, Range 10 East, Mount Diablo Meridian, and lying in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

Parcel "A", as shown on that certain Parcel Map filed April 28, 1976 in Volume 22 of Parcel Maps, at Page 93, Stanislaus County Records.

**TOGETHER WITH** all that portion of Lot 102 of Leitch Colony Tract, Sub-Tract No. 2, according to the map thereof, filed in the Office of the Recorder of Stanislaus County, California, on June 8, 1914 in Volume 8 of Maps, at Page 15, more particularly described as follows:

**BEGINNING** at the Northeast Corner of said Lot 102, said point being in the center of Avenue C, now known as Pioneer Avenue; thence along the centerline of said Avenue C South  $0^{\circ} 16'$  East, a distance of 468 feet; thence North  $75^{\circ} 01' 50''$  West, a distance of 1326.62 feet; thence North  $88^{\circ} 13' 30''$  West, a distance of 39.84 feet; thence North  $0^{\circ} 16'$  West, a distance of 165.00 feet to the south line of Lot 97 of said Leitch Colony Tract, Sub-Tract No. 2; thence South  $88^{\circ} 14'$  East, along the boundary line between said Lots 102 and 97, 1320.8 feet to the **POINT OF BEGINNING**.

**ALSO TOGETHER WITH** that portion of Parcel "A", as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records, more particularly described as follows:

**BEGINNING** at the Northwest Corner of above said Parcel "A", as shown on that certain Parcel Map filed April 28, 1976 in Volume 22 of Parcel Maps, at Page 93, Stanislaus County Records; thence along the west line thereof South  $0^{\circ} 18' 44''$  East, a distance of 649.92 feet to the Southeast Corner of Parcel "A", as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records; thence along the south line thereof North  $88^{\circ} 19' 15''$  West, a distance of 6.92 feet; thence North  $0^{\circ} 16' 13''$  West, a distance of 649.93 feet; thence South  $88^{\circ} 13' 29''$  East, a distance of 6.92 feet to the **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion more particularly described as follows:

**COMMENCING** at a point 65.28 feet south of the Northeast Corner of said Lot 102 of Leitch Colony Tract, Sub-Tract No. 2, said point being in the center of Avenue C, now known as Pioneer Avenue, and the **POINT OF BEGINNING**; thence along the centerline of said Avenue C South  $0^{\circ} 16'$  East, a distance of 402.72 feet; thence North  $75^{\circ} 01' 50''$  West, a distance of 309.95 feet; thence North  $0^{\circ} 19' 47''$  West, a distance of 159.78 feet; thence North  $89^{\circ} 40' 13''$  East, a distance of 133.88 feet; thence North  $0^{\circ}$

19' 47" West, a distance of 166.39 feet; thence South 88° 31' 08" East, a distance of 165.61 feet to the **POINT OF BEGINNING**.

**CONTAINING** 19.63 acres, more or less.

**SUBJECT TO** all rights-of-way and easements of record.

APN: 006-002-089

**END OF DESCRIPTION**

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 11  
APN: 006-002-087/089

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**SUBJECT: APPROVE DEFERRED CONDITIONS OF APPROVAL AGREEMENT (APNS: 006-002-087/089 – R & E O’ROARK 2010 TRUST, DATED MAY 25, 2010)**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The parcels noted above were created as the result of a parcel split and have applied for a new connection. Independent irrigation and drainage is required for each parcel as part of OID’s Subdivision Parcel Map Policy. The landowners of the parcels noted above have requested to continue irrigating the parcels as they historically have, which is without independent irrigation or drainage, until such a time as either of the parcels noted above are sold or a change in land use occurs. OID staff has developed and recommends approval of the attached Deferred Conditions of Approval Agreement.

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Deferred Conditions of Approval Agreement
- 

**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:**



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APNs: 006-002-087/089

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**DEFERRED CONDITIONS OF APPROVAL AGREEMENT  
BETWEEN R & E O'ROARK 2010 TRUST, DATED MAY 25, 2010  
AND OAKDALE IRRIGATION DISTRICT**

The parcels noted above were created as the result of a parcel split. The landowners of the parcels noted above will continue to farm the parcels as one property and have no intention of selling the parcels or changing the current land use. Both parties have requested that they be permitted to continue irrigating APNs: 006-002-087/089 as they historically have, which is without an independent irrigation system, until any of the parcels noted above change ownership or land use. On April 17, 2018, the Oakdale Irrigation District (DISTRICT) Board of Directors approved this Deferred Conditions of Approval Agreement with RICHARD O'ROARK AND ERIN M. O'ROARK, TRUSTEES OF THE O'ROARK 2010 TRUST, DATED MAY 25, 2010 (OWNER) regarding continued irrigation.

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

The following project condition shall apply to APNs: 006-002-087/089, as described in the attached **Exhibit "A"** Legal Description of the Subject Properties and shown on the attached **Exhibit "B"** Project Site Map.

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

By signing below, Richard O'Roark and Erin O'Roark, trustees of The O'Roark 2010 Trust, dated May 25, 2010, the legally titled OWNER of the subject parcels, hereby agrees to comply

with the above-described condition of approval. Failure to comply with this Agreement shall result in DISTRICT withholding irrigation water until such time as the listed condition is met.

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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**"OWNER"**

  
\_\_\_\_\_  
Richard O'Roark, Trustee  
The O'Roark 2010 Trust, dated May 25,  
2010

Date: 3-27-18

  
\_\_\_\_\_  
Erin M. O'Roark, Trustee  
The O'Roark 2010 Trust, dated May 25,  
2010

Date: 3-27-18

Mailing Address: 10227 Pioneer Avenue  
Oakdale, CA, 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On 3/27/18 before me Carla Lillie, Notary Public,  
personally appeared Richard O'Roark and Erin M. O'Roark  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Carla Lillie  
Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

## EXHIBIT "A"

### Legal Description of Subject Property

Parcel No.1

The land referred to is situated in a portion of Section 6, Township 2 South, Range 10 East, Mount Diablo Meridian, and lying in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

Parcel "A", as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records.

**EXCEPTING THEREFROM** that portion of above said Parcel "A" more particularly described as follows:

**COMMENCING** at the Southwest Corner of last said Parcel "A"; thence along the south line thereof North 86° 42' 24" East, a distance of 320.39 feet and South 72° 02' 36" East, a distance of 405.07 feet to the **POINT OF BEGINNING**; thence North 17° 59' 55" East, a distance of 30.00 feet; thence South 72° 02' 36" East, a distance of 26.34 feet; thence South 56° 47' 16" East, a distance of 142.83 feet; thence South 8° 44' 29" East, a distance of 41.34 feet; thence South 43° 00' 59" East, a distance of 235.55 feet; thence South 87° 58' 28" East, a distance of 9.94 feet; thence North 2° 01' 32" East, a distance of 138.70 feet; thence South 87° 58' 28" East, a distance of 62.50 feet; thence South 2° 01' 32" West, a distance of 140.07 feet; thence South 82° 56' 40" East, a distance of 77.15 feet; thence South 7° 03' 20" West, a distance of 107.20 feet; thence South 82° 55' 03" East, a distance of 9.98 feet; thence South 7° 03' 20" West, a distance of 113.15 feet to the point of intersection with the south line of Parcel "A" as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records; thence along last said south line the following 5 courses: 1) North 75° 02' 02" West, a distance of 243.66 feet; thence 2) North 35° 30' 56" West, a distance of 76.48 feet; thence 3) North 8° 47' 00" West, a distance of 306.81 feet; thence 4) North 56° 47' 16" West, a distance of 125.45 feet; thence 5) North 72° 02' 36" West, a distance of 22.32 feet to the **POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM** that portion of Parcel "A", as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records, more particularly described as follows:

**BEGINNING** at the Northwest Corner of above said Parcel "A", as shown on that certain Parcel Map filed April 28, 1976 in Volume 22 of Parcel Maps, at Page 93, Stanislaus County Records; thence along the west line thereof South 0° 18' 44" East, a distance of 649.92 feet to the Southeast Corner of Parcel "A", as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records; thence along the south line thereof North 88° 19' 15" West, a distance of 6.92 feet; thence North 0° 16' 13" West, a distance of 649.93 feet; thence South 88° 13' 29" East, a distance of 6.92 feet to the **POINT OF BEGINNING**.

**CONTAINING** 11.38 acres, more or less.

**SUBJECT TO** all rights-of-way and easements of record.

APN: 006-002-089

Parcel No. 2

The land referred to is situated in a portion of Section 6, Township 2 South, Range 10 East, Mount Diablo Meridian, and lying in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

Parcel "A", as shown on that certain Parcel Map filed April 28, 1976 in Volume 22 of Parcel Maps, at Page 93, Stanislaus County Records.

**TOGETHER WITH** all that portion of Lot 102 of Leitch Colony Tract, Sub-Tract No. 2, according to the map thereof, filed in the Office of the Recorder of Stanislaus County, California, on June 8, 1914 in Volume 8 of Maps, at Page 15, more particularly described as follows:

**BEGINNING** at the Northeast Corner of said Lot 102, said point being in the center of Avenue C, now known as Pioneer Avenue; thence along the centerline of said Avenue C South 0° 16' East, a distance of 468 feet; thence North 75° 01' 50" West, a distance of 1326.62 feet; thence North 88° 13' 30" West, a distance of 39.84 feet; thence North 0° 16' West, a distance of 165.00 feet to the south line of Lot 97 of said Leitch Colony Tract, Sub-Tract No. 2; thence South 88° 14' East, along the boundary line between said Lots 102 and 97, 1320.8 feet to the **POINT OF BEGINNING**.

**ALSO TOGETHER WITH** that portion of Parcel "A", as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records, more particularly described as follows:

**BEGINNING** at the Northwest Corner of above said Parcel "A", as shown on that certain Parcel Map filed April 28, 1976 in Volume 22 of Parcel Maps, at Page 93, Stanislaus County Records; thence along the west line thereof South 0° 18' 44" East, a distance of 649.92 feet to the Southeast Corner of Parcel "A", as shown on that certain Parcel Map filed April 11, 1989 in Volume 41 of Parcel Maps, at Page 76, Stanislaus County Records; thence along the south line thereof North 88° 19' 15" West, a distance of 6.92 feet; thence North 0° 16' 13" West, a distance of 649.93 feet; thence South 88° 13' 29" East, a distance of 6.92 feet to the **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion more particularly described as follows:

**COMMENCING** at a point 65.28 feet south of the Northeast Corner of said Lot 102 of Leitch Colony Tract, Sub-Tract No. 2, said point being in the center of Avenue C, now known as Pioneer Avenue, and the **POINT OF BEGINNING**; thence along the centerline of said Avenue C South 0° 16' East, a distance of 402.72 feet; thence North 75° 01' 50" West, a distance of 309.95 feet; thence North 0° 19' 47" West, a distance of 159.78 feet; thence North 89° 40' 13"

East, a distance of 133.88 feet; thence North 0° 19' 47" West, a distance of 166.39 feet; thence South 88° 31' 08" East, a distance of 165.61 feet to the **POINT OF BEGINNING**.

**CONTAINING** 19.63 acres, more or less.

**SUBJECT TO** all rights-of-way and easements of record.

APN: 006-002-089

**End of Description**

229-019-016

SS.JID. Main Canal

Victory Road

006-001-005

006-001-070

006-001-069

006-001-068

Pioneer Avenue

006-001-053

006-001-056

006-001-054

006-001-055

State Highway 120

229-019-005

San Joaquin County  
SS.JID. Main Canal  
Victory Road

Stanislaus County

006-001-062

006-001-076

006-001-073

006-001-043

006-001-044

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006-001-046

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006-001-048

006-001-049

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006-001-289</

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 12  
APN: 014-002-017/018

---

**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE BRICHETTO PIPELINE (APNS: 014-002-017/018 – BENTLEY RANCH, LLC)**

---

**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The parcels noted above are in the process of a microirrigation system installation, and an Encroachment Permit and Agricultural Discharge Permit were approved for the proposed pipeline crossings and drains at the December 5, 2017 Board meeting. However, the request to plant almond trees and the installation of the associated irrigation system within the sixty (60) foot Brichetto Pipeline right of way was not addressed. The almond trees and associated irrigation system are proposed to be no closer than fifteen (15) feet from centerline of the Brichetto Pipeline, allowing the District a strip of land thirty (30) feet in width for the continued operation and maintenance of this facility, which is the District's standard unencumbered easement width for a pipeline such as this. This request has been reviewed by District staff and has been determined not be detrimental to the operations of the District, and as such, recommends approval of the attached Encroachment Permit.

**FISCAL IMPACT:** A Structure Review Application processing fee was submitted by the applicant to cover all District costs.

**ATTACHMENTS:**

- Encroachment Permit
- 

**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:**



RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APNs: 014-002-017/018

---

**ENCROACHMENT PERMIT ON THE  
BRICHETTO PIPELINE**

THIS ENCROACHMENT PERMIT executed this SEVENTEENTH day of APRIL, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "OWNER" sets forth Permits as follows:

**WITNESSETH:**

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on April 17, 2018, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the Brichetto Pipeline.

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**


\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**"OWNER"**

  
\_\_\_\_\_  
Russell Harris, President  
Bentley Ranch, LLC, a California  
Limited Liability Company

\_\_\_\_\_  
Date

3-27-18

Mailing Address: 1543 Warren Road  
Ripon, CA, 95366

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**NOTARY**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On 3/27/18 before me Wes Romero, Notary Public,  
personally appeared Russell Harris

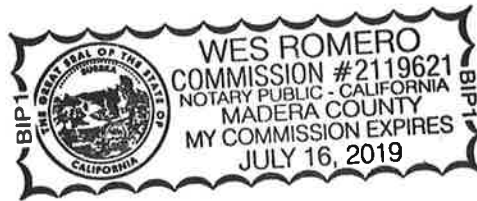
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal

Wes Romero  
Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On \_\_\_\_\_ before me \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

**EXHIBIT "A"**

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

**ENCROACHMENT PERMIT ON THE  
BRICHETTO PIPELINE**

**APNs: 014-002-017/018**

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of property located in the Northwest 1/4 of Section 3, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY has requested an Encroachment Permit for:

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the Brichetto Pipeline.

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

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

Upon Motion of Director \_\_\_\_\_ seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
Board of Directors  
General Manager/Secretary

**EXHIBIT "B"**

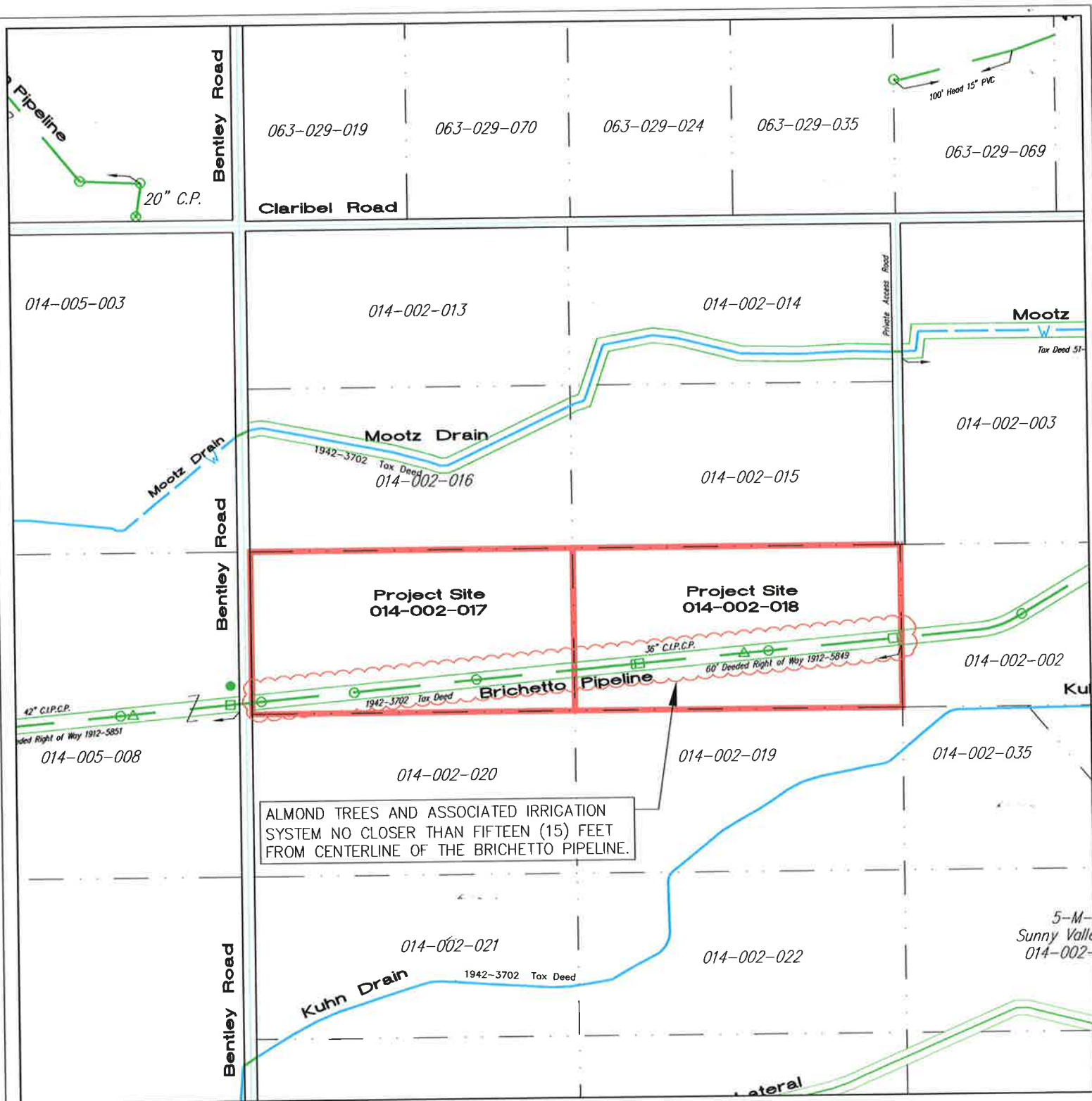
**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

Lots 11 and 12 of the Plat of the Sunny-Valley-Colony, according to the Map thereof filed May 24, 1911 in Volume 5 of Maps, at Page 42, Stanislaus County Records.

Each lot is described separately pursuant to that Certain Certificate of Compliance recorded December 9, 2004 as Instrument No. 2004-203859 of Official Records.

APNs: 014-002-017/018

**END OF DESCRIPTION**



ALMOND TREES AND ASSOCIATED IRRIGATION SYSTEM NO CLOSER THAN FIFTEEN (15) FEET FROM CENTERLINE OF THE BRICHETTO PIPELINE.

OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 ENCROACHMENT PERMIT  
 APNs: 014-002-017/018



DATE: JAN. 22, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE  
 SHEET 1 of 1

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 13  
APN: 014-002-031

---

**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE ALBERS LATERAL (APN: 014-002-031 – BENTLEY RANCH LLC)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above is in the process of a microirrigation system installation, and an Encroachment Permit and Agricultural Discharge Permit were approved for the proposed pipeline crossings and drains at the December 5, 2017 Board meeting. However, the request to plant almond trees and the installation of the associated irrigation system within the sixty (60) foot Albers Lateral right of way was not addressed. The almond trees and associated irrigation system are proposed to be no closer than fifteen (15) feet from centerline of the Albers Lateral pipeline, allowing the District a strip of land thirty (30) feet in width for the continued operation and maintenance of this facility, which is the District's standard unencumbered easement width for a pipeline such as this. This request has been reviewed by District staff and has been determined not be detrimental to the operations of the District, and as such, recommends approval of the attached Encroachment Permit.

**FISCAL IMPACT:** A Structure Review Application processing fee was submitted by the applicant to cover all District costs.

**ATTACHMENTS:**

- Encroachment Permit
- 

**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:**

RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 014-002-031

---

**ENCROACHMENT PERMIT ON THE  
ALBERS LATERAL**

THIS ENCROACHMENT PERMIT executed this SEVENTEENTH day of APRIL, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "OWNER" sets forth Permits as follows:

**WITNESSETH:**

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on April 17, 2018, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the Albers Lateral pipeline.

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an



For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**


\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**"OWNER"**

  
\_\_\_\_\_  
Russell Harris, President  
Bentley Ranch, LLC, a California  
Limited Liability Company

3-27-18  
\_\_\_\_\_  
Date

Mailing Address: 1543 Warren Road  
Ripon, CA, 95366

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**NOTARY**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

On 3/27/18 before me Wes Romero, Notary Public,  
personally appeared Russell Harris

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

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

WITNESS my hand and official seal

Wes Romero

Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

**EXHIBIT "A"**

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

**ENCROACHMENT PERMIT ON THE  
ALBERS LATERAL**

**APN: 014-002-031**

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of property located in the Southeast 1/4 of Section 3, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY has requested an Encroachment Permit for:

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the Albers Lateral pipeline.

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

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

Upon Motion of Director \_\_\_\_\_ seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
Board of Directors  
General Manager/Secretary

**EXHIBIT "B"**

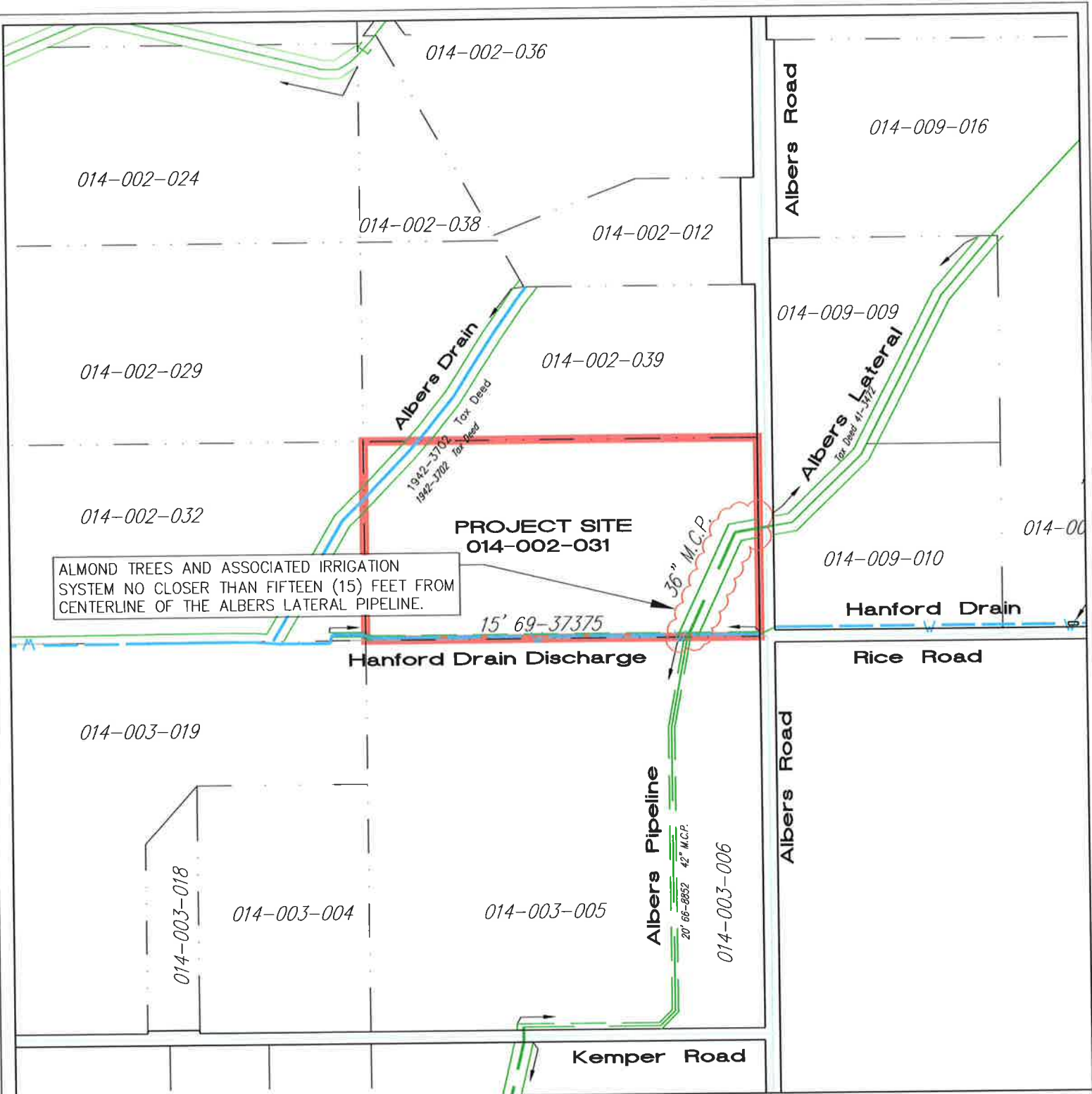
**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

Lot 32 of the Plat of the Sunny-Valley-Colony, according to the Map thereof filed May 24, 1911 in Volume 5 of Maps, at Page 42, Stanislaus County Records.

Each lot is described separately pursuant to that Certain Certificate of Compliance recorded December 9, 2004 as Instrument No. 2004-203859 of Official Records.

APN: 014-002-031

**END OF DESCRIPTION**



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
ENCROACHMENT PERMIT  
APNs: 014-002-031



DATE: JAN. 22, 2018  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE  
SHEET 1 of 1

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 14  
APN: 014-008-003

---

**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE BRICHETTO LATERAL (APN: 014-008-003 – BENTLEY RANCH LLC)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above is in the process of a microirrigation system installation, and an Encroachment Permit and Agricultural Discharge Permit were approved for the proposed pipeline crossings and drains at the December 5, 2017 Board meeting. However, the request to plant almond trees and the installation of the associated irrigation system within the sixty (60) foot Brichetto Lateral right of way was not addressed. The almond trees and associated irrigation system are proposed to be no closer than fifteen (15) feet from centerline of the piped portion of Brichetto Lateral, allowing the District a strip of land thirty (30) feet in width for the continued operation and maintenance of this facility, which is the District's standard unencumbered easement width for a pipeline such as this. This request has been reviewed by District staff and has been determined not be detrimental to the operations of the District, and as such, recommends approval of the attached Encroachment Permit.

**FISCAL IMPACT:** A Structure Review Application processing fee was submitted by the applicant to cover all District costs.

**ATTACHMENTS:**

- Encroachment Permit
- 

**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:**

RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 014-008-003

---

**ENCROACHMENT PERMIT  
ON THE BRICHETTO LATERAL**

THIS ENCROACHMENT PERMIT executed this SEVENTEENTH day of APRIL, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "OWNER" sets forth Permits as follows:

**WITNESSETH:**

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on April 17, 2018, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the piped portion of the Brichetto Lateral.

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

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**

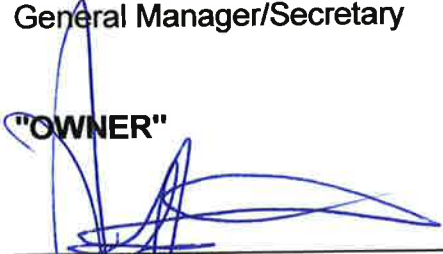
\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**"OWNER"**

  
\_\_\_\_\_  
Russell Harris, President  
Bentley Ranch, LLC, a California  
Limited Liability Company

3-27-18  
\_\_\_\_\_  
Date

Mailing Address: 1543 Warren Road  
Ripon, CA, 95366

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**



**NOTARY**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

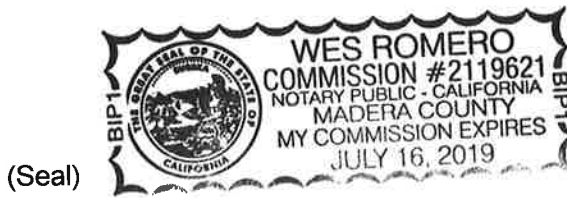
On 3/27/18 before me Wes Romero, Notary Public,  
personally appeared Russell Harris

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

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

WITNESS my hand and official seal

Wes Romero  
Signature



**CERTIFICATE OF ACKNOWLEDGMENT**

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State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

**EXHIBIT "A"**

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

**ENCROACHMENT PERMIT ON THE BRICHETTO LATERAL**

**APN: 014-008-003**

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of property located in the South 1/2 of Section 4, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY has requested an Encroachment Permit for:

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the piped portion of the Brichetto Lateral.

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

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

Upon Motion of Director \_\_\_\_\_ seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
Board of Directors  
General Manager/Secretary

**EXHIBIT "B"**

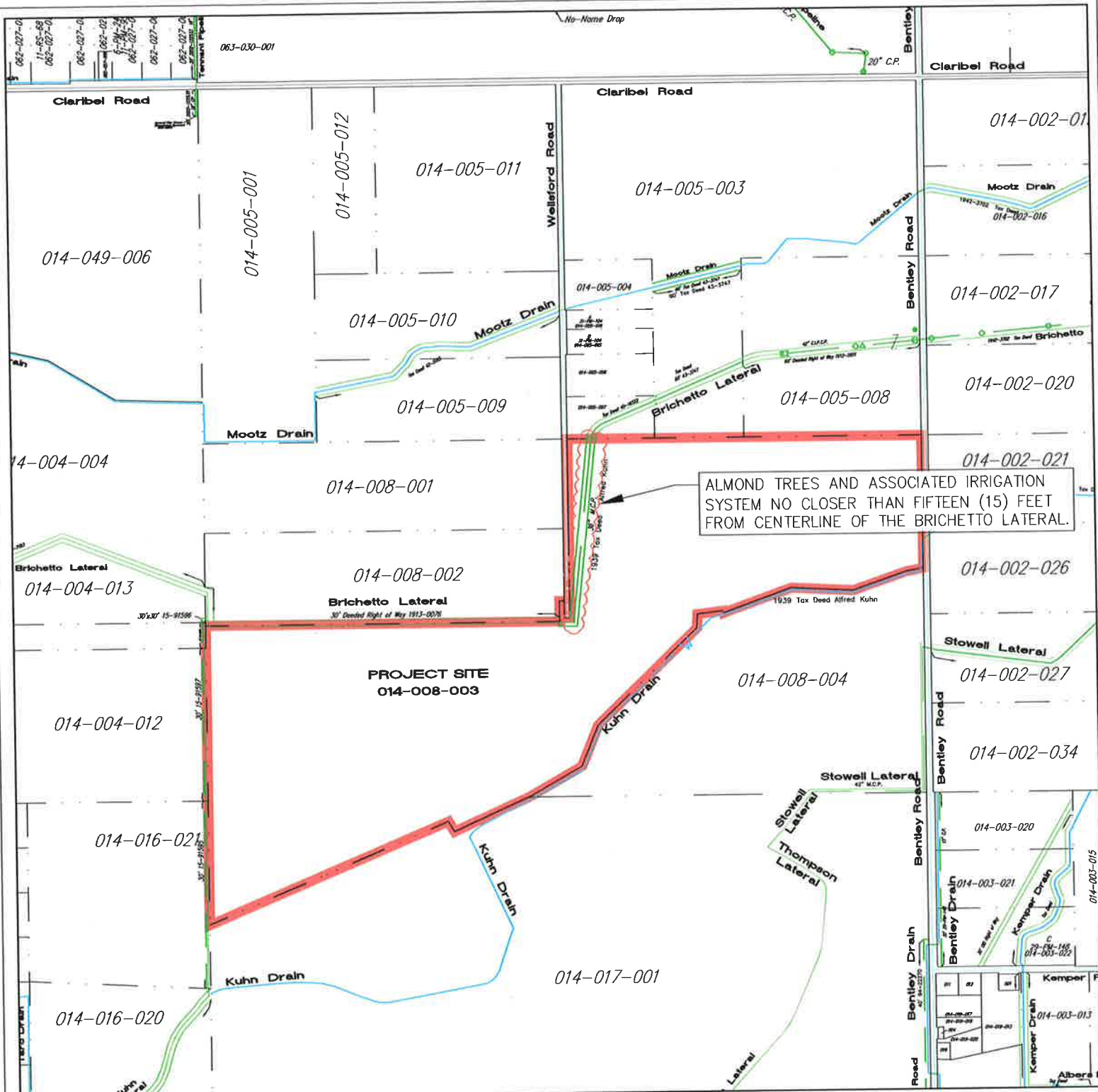
**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

All that portion of the south half of the north half of the Southwest Quarter of Section 4; Township 3 South, Range 10 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the southeast corner of the north half of the Southwest Quarter of said Section 4; thence North  $88^{\circ} 23'$  West along the quarter quarter section line, 55.50 feet; thence North  $1^{\circ} 47'$  East, 150.94 feet; thence South  $88^{\circ} 23'$  East, 55.50 feet; thence South  $1^{\circ} 47'$  West along the north and south quarter section line of said Section 4 and along the centerline of a 40 foot county road known as Wellsford Road, a distance of 150.94 feet to the point of beginning.

APN: 014-008-003

**END OF DESCRIPTION**



ALMOND TREES AND ASSOCIATED IRRIGATION SYSTEM NO CLOSER THAN FIFTEEN (15) FEET FROM CENTERLINE OF THE BRICHETTO LATERAL.

OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 ENCROACHMENT PERMIT  
 APN: 014-008-003



DATE: JAN. 22, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE  
 SHEET 1 of 1

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 15  
APN: 014-009-001

---

**SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE BRICHETTO PIPELINE AND THE STOWELL LATERAL (APN: 014-009-001 – BENTLEY RANCH LLC)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above is in the process of a microirrigation system installation, and an Encroachment Permit and Agricultural Discharge Permit were approved for the proposed pipeline crossings and drains at the December 5, 2017 Board meeting. However, the request to plant almond trees and the installation of the associated irrigation system within the sixty (60) foot Brichetto Pipeline and Stowell Lateral right of ways was not addressed. The almond trees and associated irrigation system are proposed to be no closer than fifteen (15) feet from centerline of the Brichetto Pipeline and that piped portion of Stowell Lateral, allowing the District a strip of land thirty (30) feet in width for the continued operation and maintenance of these facilities, which is the District's standard unencumbered easement width for pipelines such as these. This request has been reviewed by District staff and has been determined not be detrimental to the operations of the District, and as such, recommends approval of the attached Encroachment Permit.

**FISCAL IMPACT:** A Structure Review Application processing fee was submitted by the applicant to cover all District costs.

**ATTACHMENTS:**

- Encroachment Permit
- 

**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:**

RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 014-009-001

---

**ENCROACHMENT PERMIT  
ON THE BRICHETTO PIPELINE AND STOWELL LATERAL**

THIS ENCROACHMENT PERMIT executed this SEVENTEENTH day of APRIL, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "OWNER" sets forth Permits as follows:

**WITNESSETH:**

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on April 17, 2018, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the BRICHETTO PIPELINE and STOWELL LATERAL right of way with encroachments as follows:

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the Brichetto Lateral.
2. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the piped portion of the Stowell Lateral.

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

30 days notice, the removal or relocation of portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT.

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**"OWNER"**

  
\_\_\_\_\_  
Russell Harris, President  
Bentley Ranch, LLC, a California  
Limited Liability Company

3-27-18  
\_\_\_\_\_  
Date

Mailing Address: 1543 Warren Road  
Ripon, CA, 95366

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**NOTARY**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

On 3/27/18 before me Wes Romero, Notary Public,  
personally appeared Russell Harris  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Wes Romero  
Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)



**EXHIBIT "A"**

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

**ENCROACHMENT PERMIT ON THE  
BRICHETTO PIPELINE AND STOWELL LATERAL**

**APN: 014-009-001**

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of property located in the NW 1/4 of Section 2, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY has requested an Encroachment Permit for:

1. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the Brichetto Lateral.
2. Almond trees and associated irrigation system no closer than fifteen (15) feet from centerline of the piped portion of the Stowell Lateral.

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

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

Upon Motion of Director \_\_\_\_\_ seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
Board of Directors  
General Manager/Secretary

**EXHIBIT "B"**

**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

All that Northwest Quarter of Section 2, Township 3 South, Range 10 East, Mount Diablo Base and Meridian.

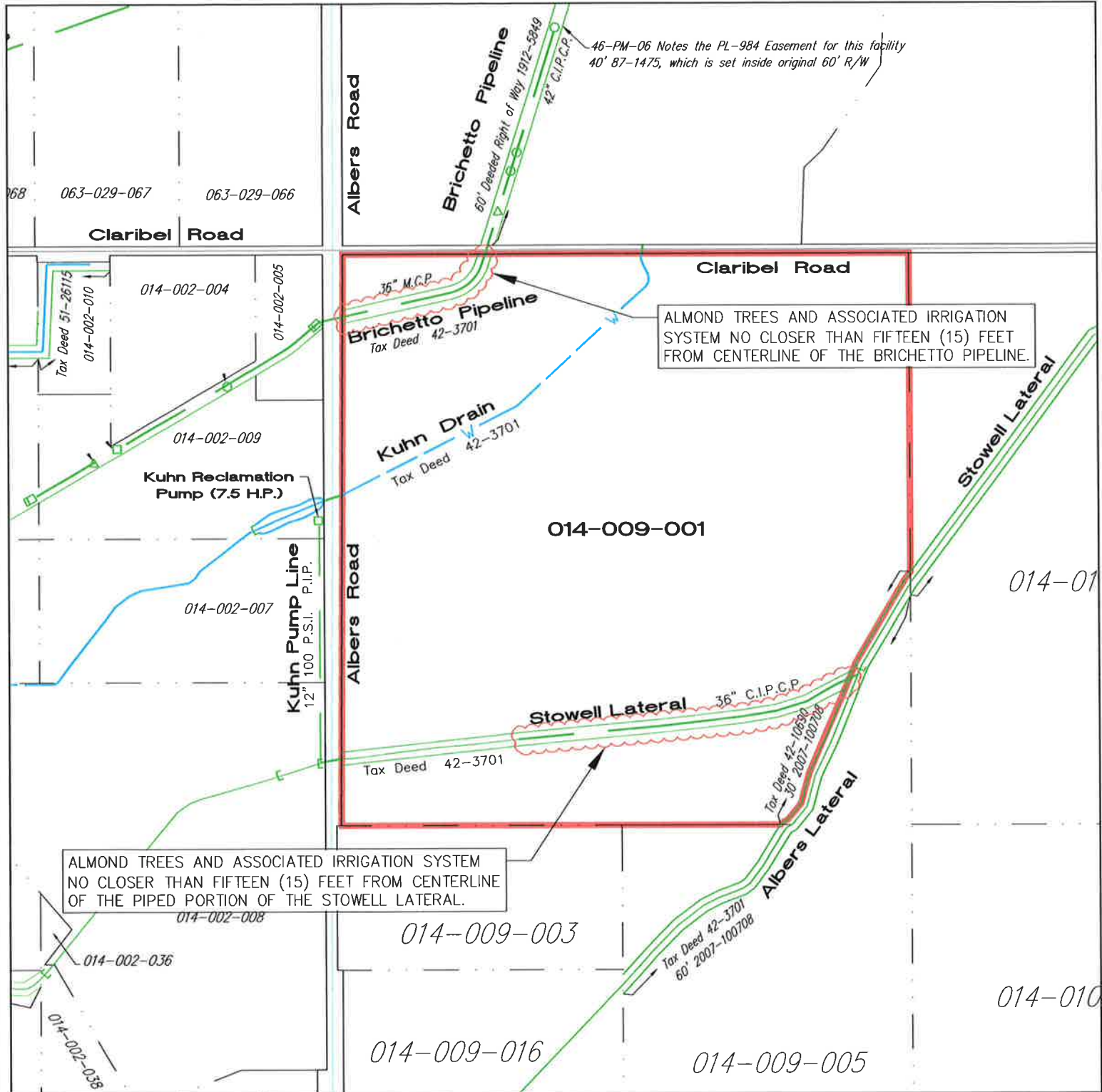
Excepting Therefrom that portion thereof containing 6.7 acres, more or less, lying South and East of the canal of the Oakdale Irrigation District, commonly known as the Albers Lateral.

Also Excepting Therefrom a parcel of land situated in the Northwest Quarter of Section 2, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the southwest corner of the northwest quarter of said Section 2: thence North  $1^{\circ} 53' 40''$  East along the west line of said section, a distance of 2639.35 feet to the northwest corner of said Section 2; thence South  $88^{\circ} 01' 55''$  East along the North line of said section, a distance of 65 feet; thence South  $2^{\circ} 19' 43''$  West, 2639 feet; more or less, to a point on the south line of the aforesaid northwest quarter of Section 2; thence Westerly along the said South line, 45 feet to the point of beginning.

APN: 014-009-001

**END OF DESCRIPTION**



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
ENCROACHMENT PERMIT  
APN: 014-009-001



DATE: JAN. 22, 2018  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE  
SHEET 1 of 1

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 16  
APN: 014-002-031/032/039

---

**SUBJECT: APPROVE ABANDONMENT AND QUITCLAIM OF A PORTION OF THE ALBERS DRAIN (APN: 014-002-031/032/039 – BENTLEY RANCH, LLC)**

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**RECOMMENDED ACTION:** Approve

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**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District received a request to review the possibility of quitclaiming and abandoning a portion of the Albers Drain located within the parcels noted above, excepting therefrom that portion located adjacent and parallel to the south property line of APN: 014-002-032. Staff has reviewed and determined that the proposed portion of the Albers Drain is operationally unnecessary and that quitclaim and abandonment will not be detrimental to the operations of OID. OID staff recommends that the Board of Directors (Board) formally quitclaim and abandon said facility within the parcel noted above by Resolution of Abandonment and Quitclaim Deed (attached).

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Abandonment Request
  - Abandonment Resolution
  - Quitclaim Deeds (3)
  - Quitclaim Resolutions (3)
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

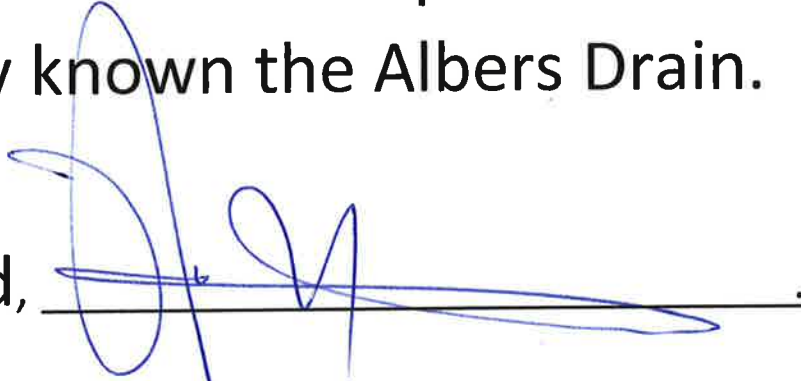
**VOTE:**

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

**Action(s) to be taken:**

I, Russell Warner (owner of BERTY LLC), formally request OID review and consider abandonment and quitclaim of the OID facility known the Albers Drain.

Signed, \_\_\_\_\_



APN

014-002-039/031/032

Received

MAR 15 2018

Oakdale ID  
Counter

Received

MAR 15 2018

Oakdale ID  
Counter



014-021-001

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

**ABANDONMENT OF A PORTION OF A DISTRICT FACILITY  
ALBERS DRAIN**

**APN: 014-002-031/032/039**

**WHEREAS**, the Oakdale Irrigation District facility known as the Albers Drain, located within the South 1/2 of the Southeast 1/4 of Section 3, Township 3 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, is situated on the parcels noted above; and

**WHEREAS**, the Albers Drain located within the parcels noted above excepting therefrom that portion located adjacent and parallel to the south property line of APN: 014-002-032 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 Albers Drain and has no need to maintain the said facility as described, and the abandonment of that portion of the Kuhn Drain will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

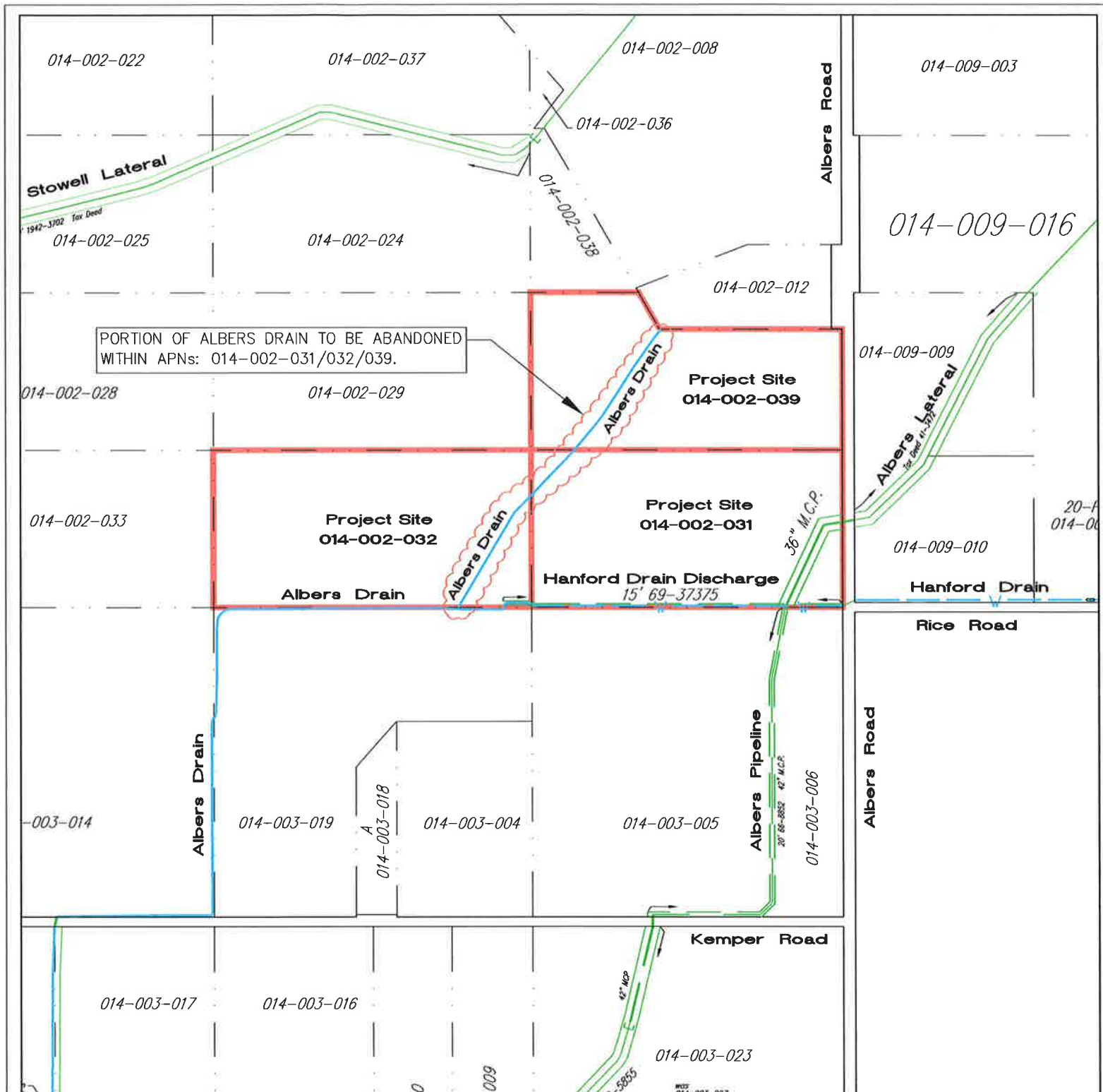
**NOW, THEREFORE BE IT RESOLVED**, that we find the abandonment of this portion of the Albers Drain as herein described and as shown on the attached Project Site Map attached hereto as Exhibit "A" is appropriate and be adopted.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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



PORTION OF ALBERS DRAIN TO BE ABANDONED  
WITHIN APNs: 014-002-031/032/039.

OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
ABANDONMENT OF A DISTRICT FACILITY  
ALBERS DRAIN

APN: 014-002-030/031/032



DATE: APR. 4, 2018  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "A"

NOT TO SCALE  
SHEET 1 of 1



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**  
1205 East F Street  
Oakdale, CA 95361

MAIL TAX STATEMENTS TO:

Russell Harris  
Bentley Ranch, LLC  
1543 Warren Road  
Ripon, CA 95366

APN: 014-002-031

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – ALBERS DRAIN**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Bentley Ranch, LLC, any interest in that portion of the Albers Drain situated within the Northwest quarter of the parcel noted above. Said facility is as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on April 17, 2018, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Knell, P.E., Secretary

\_\_\_\_\_  
Date

**NOTARY**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me \_\_\_\_\_ **Notary Public,**  
personally appeared \_\_\_\_\_  
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subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-002-031**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Albers Drain, located within the Southeast Quarter of the Southeast Quarter of Section 3, Township 3 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**, that portion of the Albers Drain has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Albers Drain and has no need to maintain said facility within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

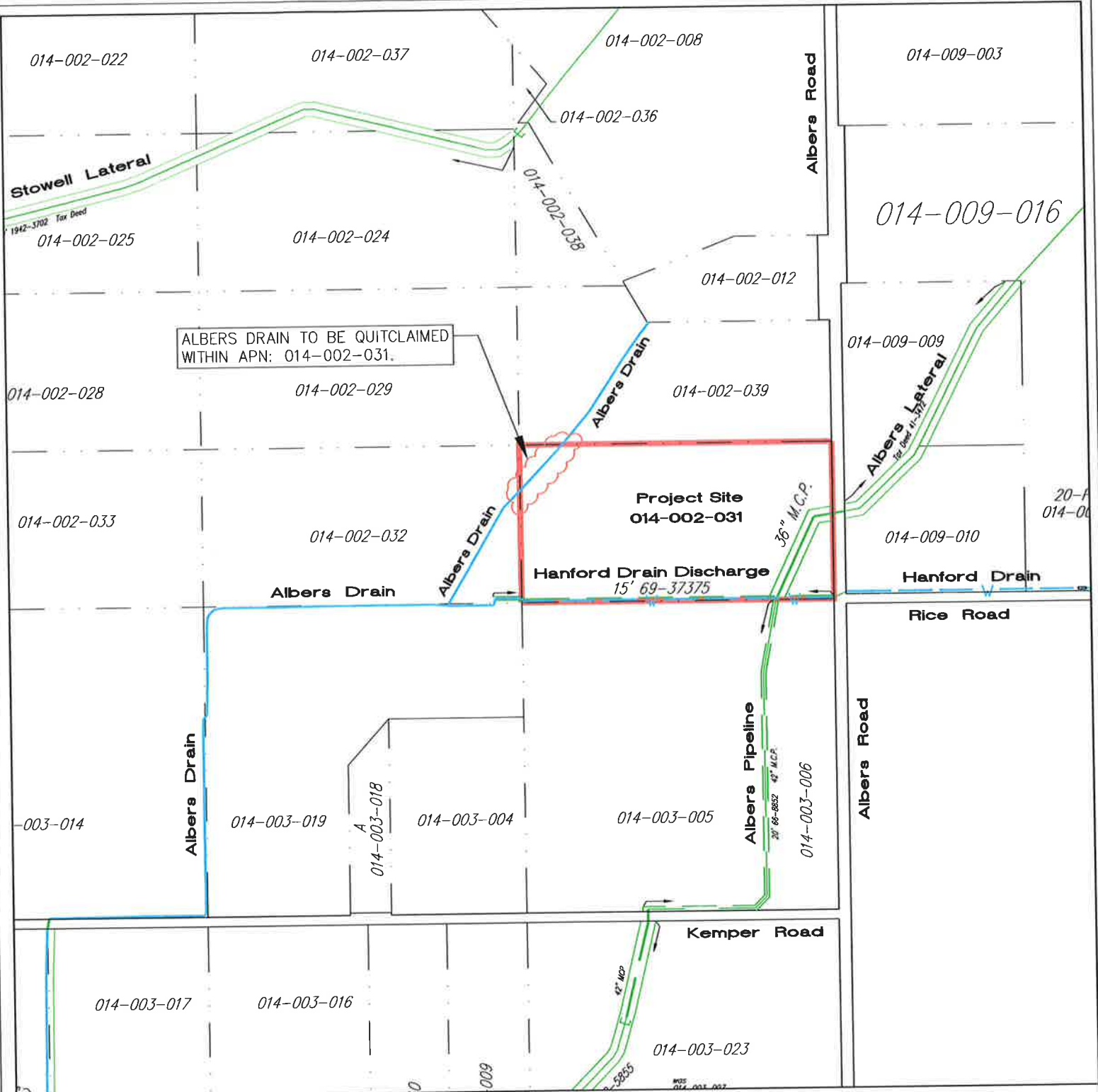
**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Albers Drain and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary



OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 QUITCLAIM OF A DISTRICT FACILITY  
 ALBERS DRAIN  
 APN: 014-002-031



DATE: APR. 4, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
 SHEET 1 of 1

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**  
1205 East F Street  
Oakdale, CA 95361

MAIL TAX STATEMENTS TO:

Russell Harris  
Bentley Ranch, LLC  
1543 Warren Road  
Ripon, CA 95366

APN: 014-002-032

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – ALBERS DRAIN**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Bentley Ranch, LLC, any interest in that portion of the Albers Drain situated within the East 1/2 of the parcel noted above, excepting therefrom that portion located adjacent and parallel to the south property line of the parcel noted above. Said facility is as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on April 17, 2018, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Knell, P.E., Secretary

\_\_\_\_\_  
Date

## NOTARY

### CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me \_\_\_\_\_ **Notary Public,**

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

### CERTIFICATE OF ACKNOWLEDGMENT

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County of \_\_\_\_\_

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WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-002-032**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Albers Drain, located within the Southeast Quarter of the Southeast Quarter of Section 3, Township 3 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**, that portion of the Albers Drain, excepting therefrom that portion located adjacent and parallel to the south property line of the parcel noted above, has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of that portion of the Albers Drain and has no need to maintain said portion of the facility within the parcel noted above, and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

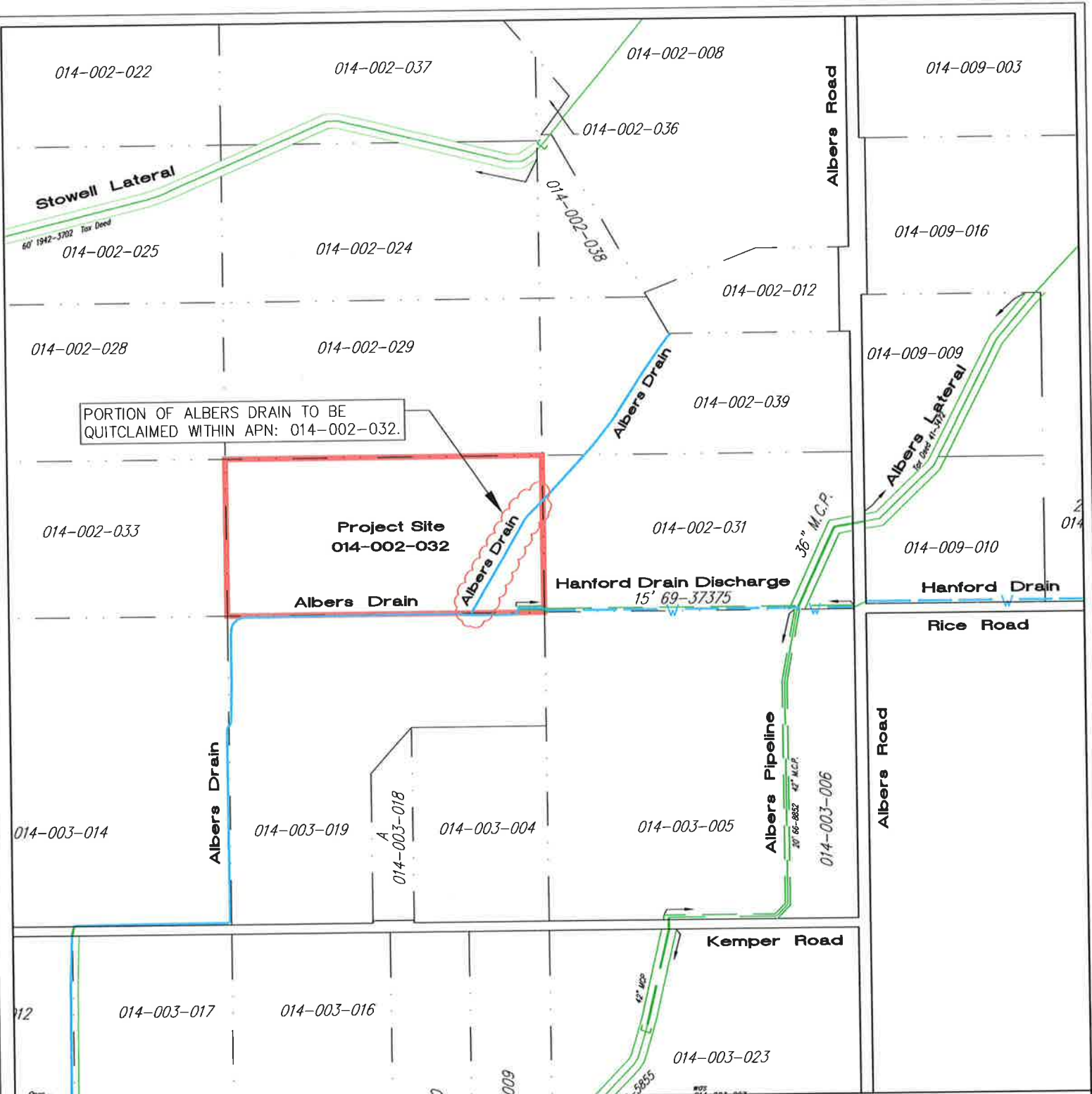
**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Albers Drain and any associated easements or rights-of-way within said parcel, excepting therefrom that portion of said facility located adjacent and parallel to the south property line of said parcel, located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary



OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 QUITCLAIM OF A DISTRICT FACILITY  
 ALBERS DRAIN  
 APN: 014-002-032



DATE: APR. 4, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
 SHEET 1 of 1



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**  
1205 East F Street  
Oakdale, CA 95361

MAIL TAX STATEMENTS TO:

Russell Harris  
Bentley Ranch, LLC  
1543 Warren Road  
Ripon, CA 95366

APN: 014-002-039

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – ALBERS DRAIN**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Bentley Ranch, LLC, any interest in that portion of the Albers Drain situated within the West 1/2 of the parcel noted above. Said facility is as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on April 17, 2018, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Knell, P.E., Secretary

\_\_\_\_\_  
Date

**NOTARY**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

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State of California  
County of \_\_\_\_\_

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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paragraph is true and correct.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-002-039**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Albers Drain, located within the Southeast Quarter of the Southeast Quarter of Section 3, Township 3 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**, that portion of the Albers Drain has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Albers Drain and has no need to maintain said facility within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

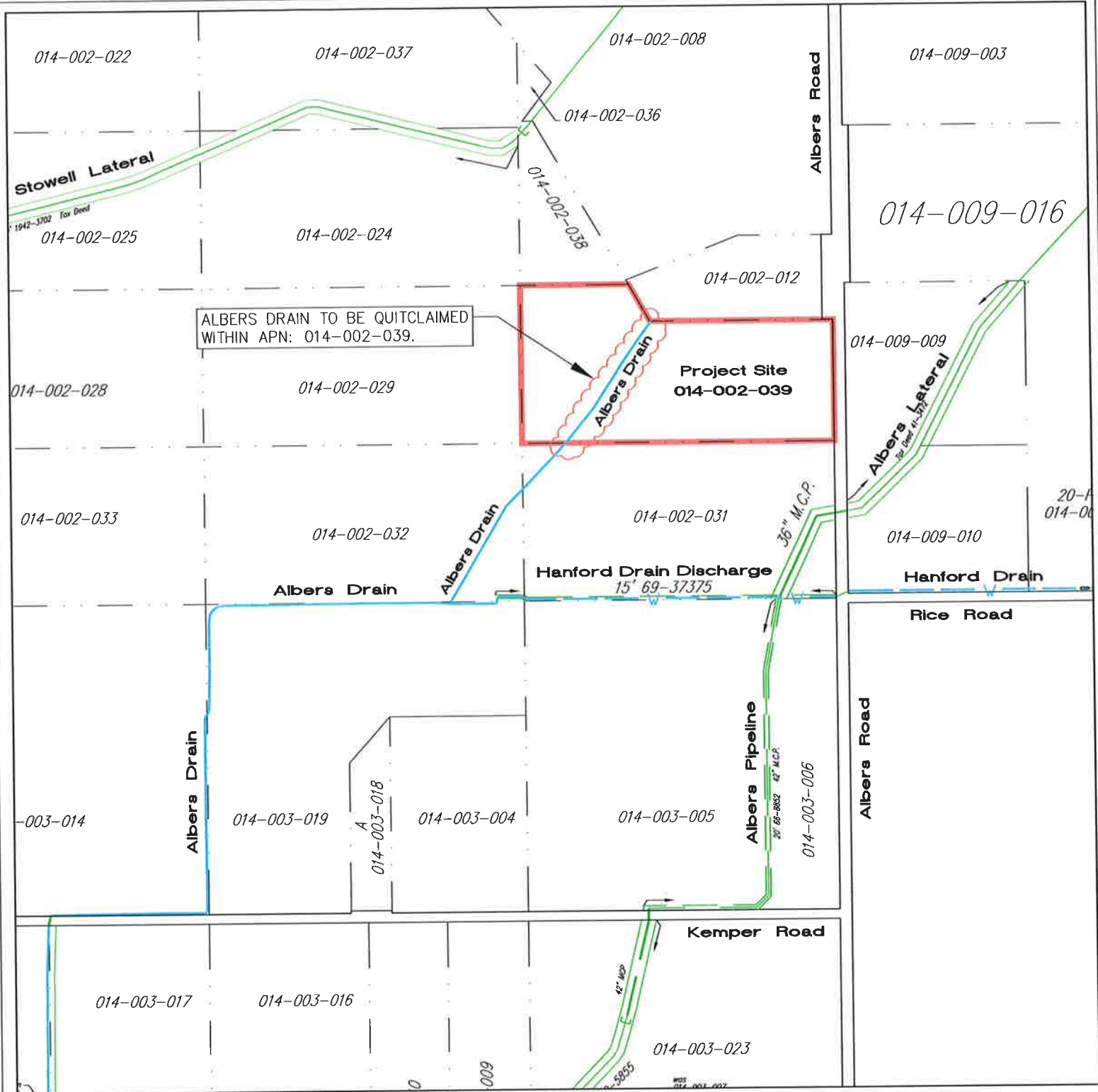
**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Albers Drain and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

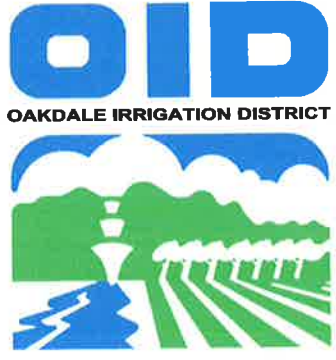
\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary



OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 QUITCLAIM OF A DISTRICT FACILITY  
 ALBERS DRAIN  
 APN: 014-002-039



DATE: APR. 4, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
 SHEET 1 of 1

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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-002-031**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Albers Drain, located within the North 1/2 of the Northwest Quarter of Section 2, Township 3 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**, that portion of the Kuhn Drain has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Kuhn Drain and has no need to maintain said facility within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Kuhn Drain and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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

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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-002-032**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Albers Drain, located within the Southeast Quarter of the Southeast Quarter of Section 3, Township 3 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**, that portion of the Albers Drain, excepting therefrom that portion located adjacent and parallel to the south property line of the parcel noted above, has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of that portion of the Albers Drain and has no need to maintain said portion of the facility within the parcel noted above, and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Albers Drain and any associated easements or rights-of-way within said parcel, excepting therefrom that portion of said facility located adjacent and parallel to the south property line of said parcel, located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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

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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-002-039**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Albers Drain, located within the Southeast Quarter of the Southeast Quarter of Section 3, Township 3 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**, that portion of the Albers Drain has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Albers Drain and has no need to maintain said facility within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Albers Drain and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 17  
APN: 014-009-001

---

**SUBJECT: APPROVE ABANDONMENT AND QUITCLAIM OF A PORTION OF THE KUHN DRAIN (APN: 014-009-001 – BENTLEY RANCH, LLC)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The Oakdale Irrigation District received a request to review the possibility of quitclaiming and abandoning a portion of the Kuhn Drain within the parcel noted above. Staff has reviewed and determined that the proposed portion of the Kuhn Drain is operationally unnecessary and that quitclaim and abandonment will not be detrimental to the operations of OID. OID staff recommends that the Board of Directors (Board) formally quitclaim and abandon said facility by Resolution of Abandonment and Quitclaim Deed (attached).

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Abandonment Request
- Abandonment Resolution
- Quitclaim Deed
- Quitclaim 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:**



I, Russell Harris (OWNER BENTLY LLC), formally request OID review and consider abandonment and quitclaim of the OID facility known as Kuhn Drain located on Albers Road & Claribel.

Signed,  \_\_\_\_\_.

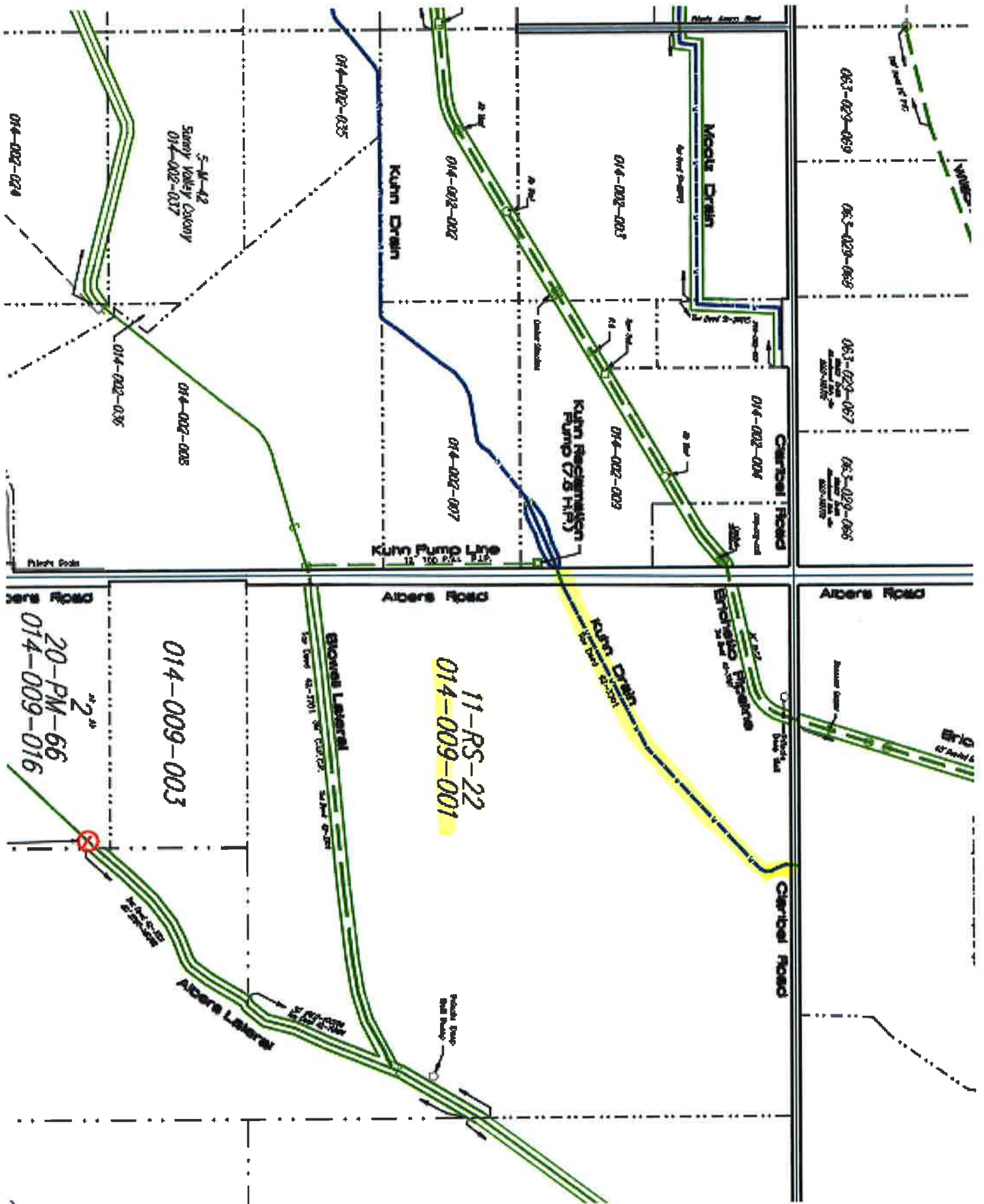
APN# 014-009-001

Received

MAR 15 2018

Oakdale ID  
Counter

~~David Smith~~



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

**ABANDONMENT OF A PORTION OF A DISTRICT FACILITY**

**KUHN DRAIN**

**APN: 014-009-001**

**WHEREAS**, the Oakdale Irrigation District facility known as the Kuhn Drain, located within the North 1/2 of the Northwest 1/4 of Section 2, Township 3 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**, that portion of the Kuhn Drain located within the parcel noted above 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 Kuhn Drain and has no need to maintain the said facility as described, and the abandonment of that portion of the Kuhn Drain will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

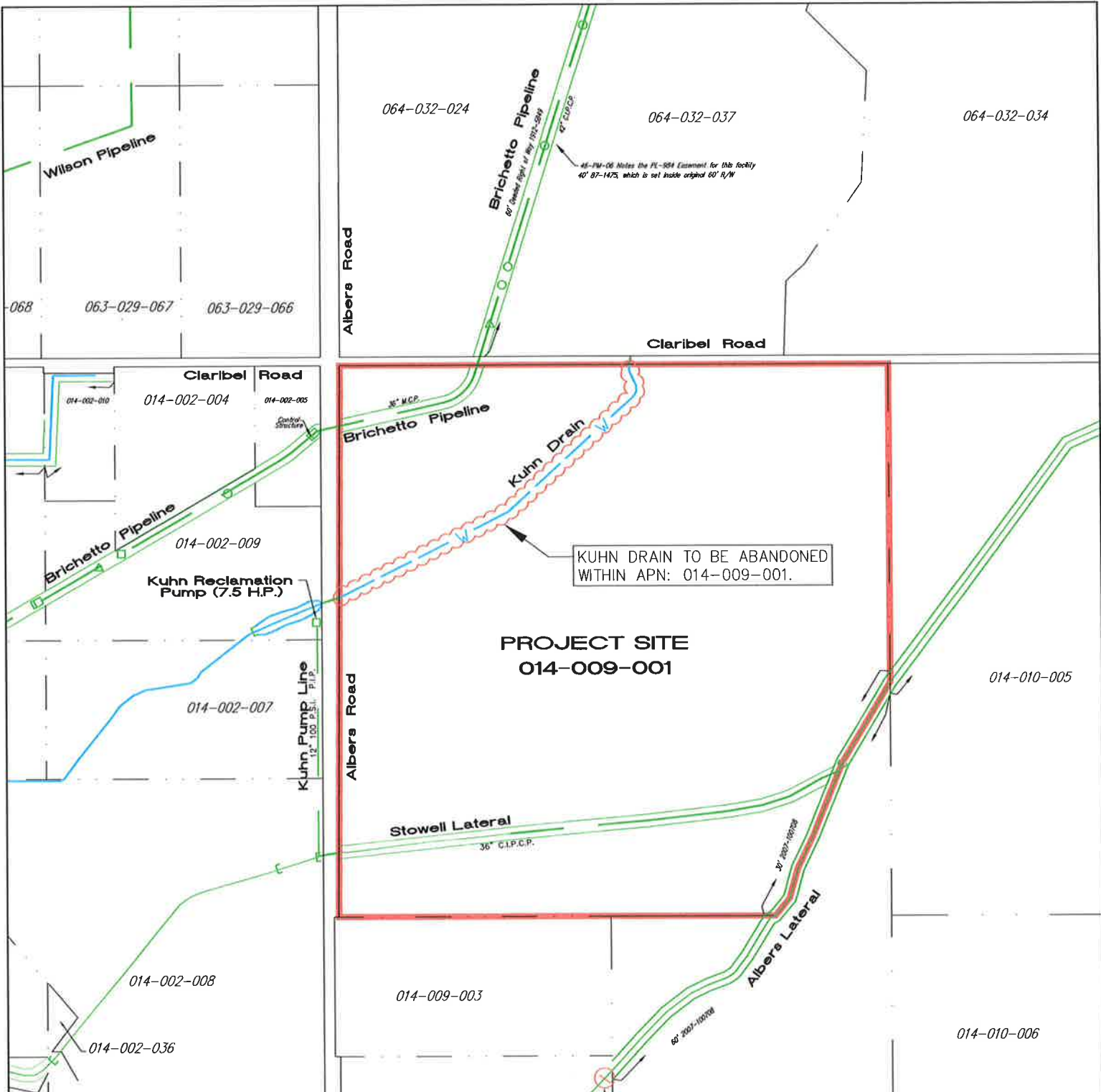
**NOW, THEREFORE BE IT RESOLVED**, that we find the abandonment of this portion of the Kuhn Drain as herein described and as shown on the attached Project Site Map attached hereto as Exhibit "A" is appropriate and be adopted.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
ABANDONMENT OF A DISTRICT FACILITY  
KUHN DRAIN  
APN: 014-009-001



DATE: MAR. 27, 2018  
DRAWN BY: CMK  
CHECKED BY: ECT

EXHIBIT "A"

NOT TO SCALE  
SHEET 1 of 1

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



**OAKDALE IRRIGATION DISTRICT**  
1205 East F Street  
Oakdale, CA 95361

MAIL TAX STATEMENTS TO:

Russell Harris  
Bentley Ranch, LLC  
1543 Warren Road  
Ripon, CA 95366

APN: 014-009-001

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – KUHN DRAIN**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Bentley Ranch, LLC, any interest in that portion of the Kuhn Drain situated within the Northwest quarter of the parcel noted above. Said facility is as shown on the attached Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on April 17, 2018, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Knell, P.E., Secretary

\_\_\_\_\_  
Date

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On \_\_\_\_\_ before me \_\_\_\_\_, **Notary Public**,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On \_\_\_\_\_ before me \_\_\_\_\_, **Notary Public**,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-009-001**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Kuhn Drain, located within the North 1/2 of the Northwest Quarter of Section 2, Township 3 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**, that portion of the Kuhn Drain has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Kuhn Drain and has no need to maintain said facility within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

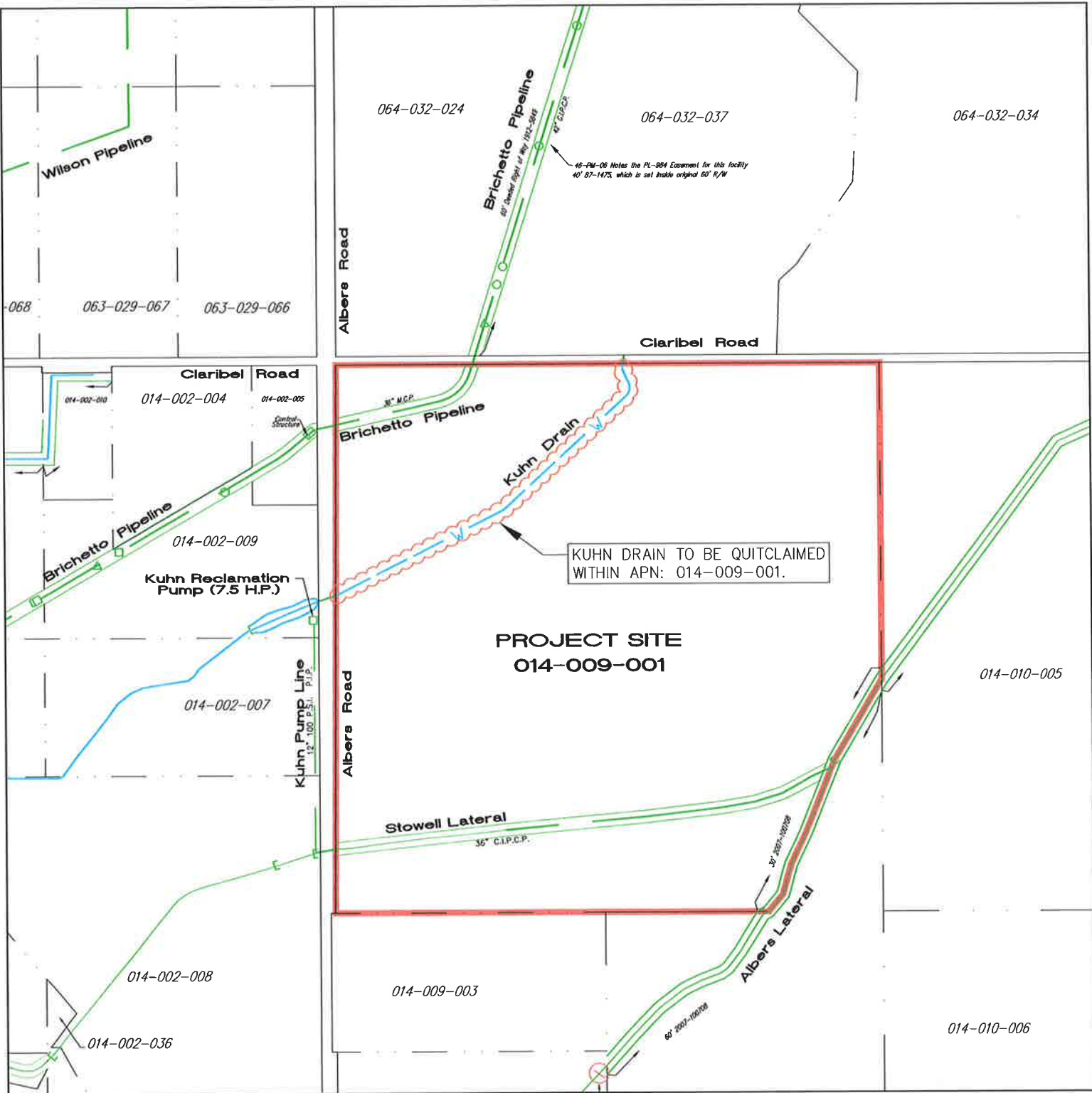
**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Kuhn Drain and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

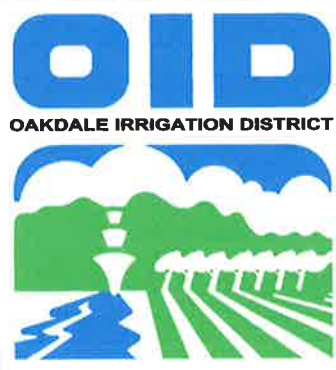
\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary



OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 QUITCLAIM OF A DISTRICT FACILITY  
 KUHN DRAIN  
 APN: 014-009-001



DATE: MAR. 27, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
 SHEET 1 of 1



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

**AUTHORIZING QUITCLAIM DEED TO  
BENTLEY RANCH, LLC**

**APN: 014-009-001**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as Kuhn Drain, located within the North 1/2 of the Northwest Quarter of Section 2, Township 3 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**, that portion of the Kuhn Drain has been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the current use of the Kuhn Drain and has no need to maintain said facility within the parcel noted above and the requested abandonment of that portion of said facility will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW THEREFORE BE IT RESOLVED**, that any interest in that portion of the Kuhn Drain and any associated easements or rights-of-way within said parcel and located within the unincorporated area of Stanislaus County, California, be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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

**BOARD AGENDA REPORT**

Date: April 17, 2018  
Item Number: 18  
APN: 002-016-051

---

**SUBJECT: APPROVE ACCEPTANCE OF GRANT OF EASEMENT ON THE OID CAMPBELL LATERAL (APN: 002-016-051 – JASON AND SHERRI SAILLOR)**

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**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above was created as the result of a parcel split and the associated landowners have applied for a New Parcel Connection. As part of the new parcel connection process, easements are required for any and all OID facilities located within a newly created parcel per OID’s Subdivision Parcel Map Policy. OID does not have an easement for this facility within the parcel noted above, and the landowners have granted OID a sixty (60) foot easement for this portion of the facility per OID policy. The Grant of Easement is attached for Board review and formal acceptance.

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**  
➤ Grant of Easement

---

**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:**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 002-016-051

---

Space above this line for recorder's use

**GRANT OF EASEMENT**

**ON THE CAMPBELL LATERAL**

FOR VALUABLE CONSIDERATION OF \$10.00, receipt of which is hereby acknowledged, **JASON AND SHERRI SAILLOR**, (hereinafter referred to as "**GRANTOR**"), hereby grants to the **OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California (hereinafter referred to as "**DISTRICT**"), a 60 foot perpetual easement and right-of-way as described in the attached **Exhibits "A" and "B"**, for the purpose of laying down, constructing, patrolling, maintaining, operating, repairing, removing, replacing, enlarging, reconstructing, and other uses as the **DISTRICT** may see fit including the transmission and distribution of water and the collection, transmission, and disposal of drainage water, a pipe or pipes, canal or channel, well and related pump(s) and all braces, connections, fastenings, manholes, standpipes, valves, control boxes, meters and other appliances and fixtures reasonable and necessary for use in connection therewith or appurtenant thereto (hereinafter "**said facilities**"), over, under and across that real property in the County of Stanislaus, State of California, described in attached **Exhibit "C"**:

**TOGETHER WITH** the right at all times of ingress to and egress from said easement and right-of-way with vehicles, machinery, and equipment customary for laying down, constructing, patrolling, maintaining, operating, repairing, removing, replacing, enlarging, reconstructing, and using said facilities. **GRANTOR** further grants to **DISTRICT** the right of necessary ingress to and egress from said easement over and across adjacent lands of **GRANTOR** by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

GRANTOR grants DISTRICT the right to install and maintain fences and gates as required along and across said right-of-way at the sole discretion of DISTRICT for DISTRICT purposes only.

In order to protect DISTRICT'S FACILITIES, GRANTOR shall not place or permit to be placed on, in, across, under, or through said right-of-way any tree, building, structure, explosive, well, power pole, guy wire, or any other obstruction, which may or may not damage DISTRICT facilities, interfere with the operation of DISTRICT FACILITIES or obstruct access along the easement without first obtaining written permission of DISTRICT. Such written permission from DISTRICT shall not be unreasonably withheld.

GRANTOR shall not excavate, or permit any excavation, within said easement and right-of-way without first receiving written permission from DISTRICT and notifying DISTRICT at least forty-eight (48) hours in advance.

IN THE EVENT that DISTRICT herein shall abandon the use of said facilities as evidenced by Resolution of its Board of Directors, the easement and right-of-way herein granted shall revert to GRANTORS, their heirs, successors or assigns.

The Grant of Easement, and each of its covenants, shall run with the land and shall be binding on and shall inure to the benefit of each of the parties hereto and each of their heirs, legal representatives, successors, and assigns.

**"OWNER(S)"**

  
\_\_\_\_\_  
Jason Saillor, Owner

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sherri Saillor, Owner

  
\_\_\_\_\_  
Date

Mailing Address: 5148 Pleasant Valley Road  
Oakdale, CA 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On April 9, 2018 before me Carla Lillie, Notary Public,  
personally appeared Jason Saillor and Sherri Saillor

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

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

WITNESS my hand and official seal

Carla Lillie  
Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On \_\_\_\_\_ before me \_\_\_\_\_, **Notary Public,**  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

EXHIBIT "A"

OAKDALE IRRIGATION DISTRICT CAMPBELL LATERAL EASEMENT

LEGAL DESCRIPTION

All that real property being a portion of those lands of Saillor as described in that Grant Deed filed for record as Doc.# 2013-97778, Stanislaus County Records, situate in Section 32, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

That portion of said lands of Saillor lying within a 60.00 foot wide strip of land, the centerline of said strip being more particularly described as follows:

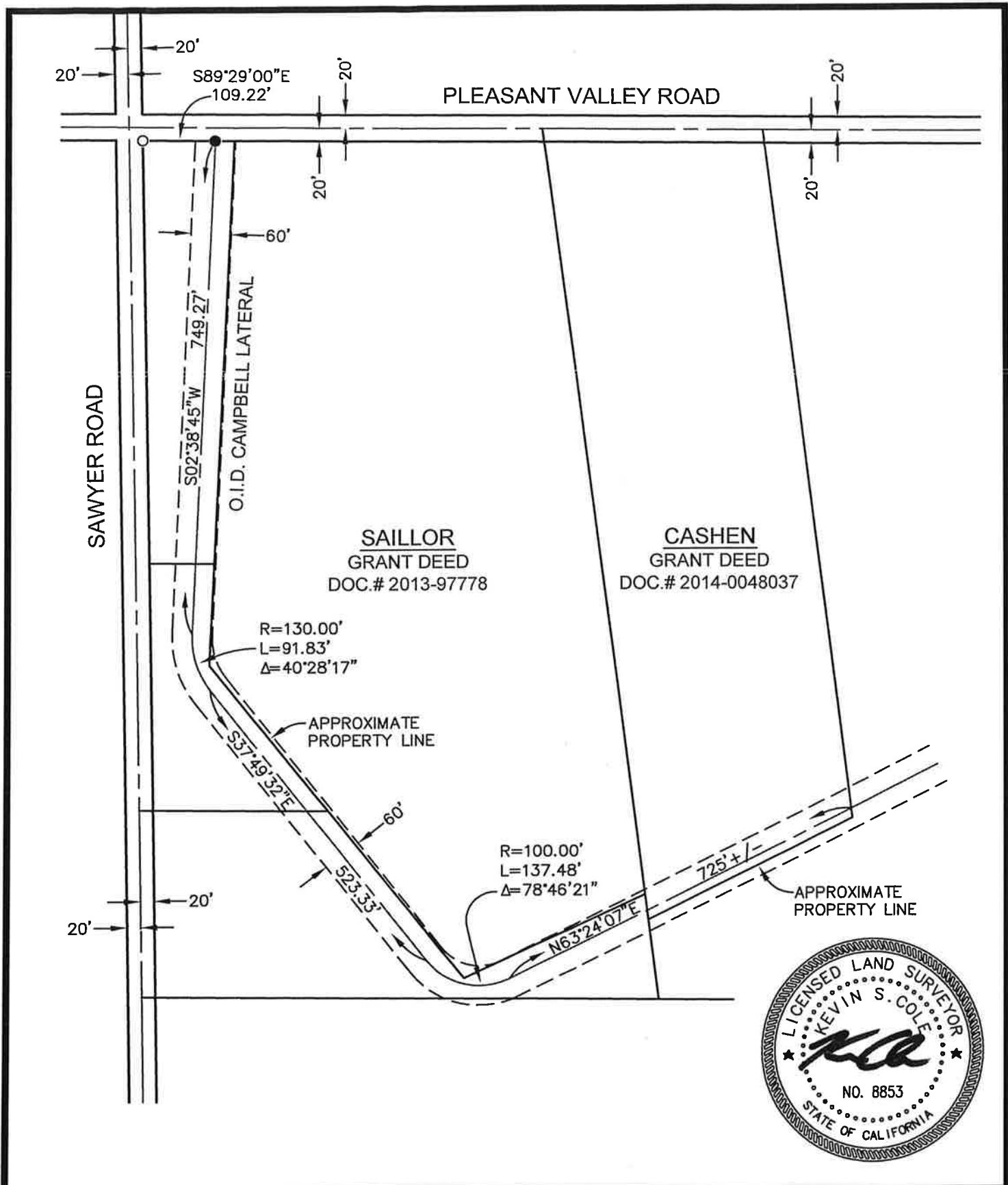
Commencing at the intersection of the east line of the 20.00 foot half width of Sawyer Road with the south line of the 20.00 foot half-width of Pleasant Valley Road; thence along said south line of Pleasant Valley Road South  $89^{\circ}29'00''$  East 109.22 feet to the physical centerline of Oakdale Irrigation District's Campbell Lateral and being the Point of Beginning; thence along said centerline the following (5) courses:

1. South  $02^{\circ}38'45''$  West 749.27 feet to the beginning of a tangent curve concave easterly having a radius of 130.00 feet;
2. Southerly 91.83 feet along the arc of said curve through a central angle of  $40^{\circ}28'17''$ ;
3. South  $37^{\circ}49'32''$  East 523.33 feet to the beginning of a tangent curve concave northerly having a radius of 100.00 feet;
4. Easterly 137.48 feet along the arc of said curve through a central angle of  $78^{\circ}46'21''$ ;
5. North  $63^{\circ}24'07''$  East 725 feet, more or less, to the east line of those lands of Cashen as described in that Grant Deed filed for record as Doc.# 2014-0048037, Stanislaus County Records.

All as shown on attached Exhibit "B" and made a part hereof.

END DESCRIPTION





**GK** **Giuliani & Kull, Inc.**  
 Engineers • Planners • Surveyors

440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361  
 (209) 847-8726 Fax (209) 847-7323  
 Auburn • Oakdale • San Jose

SCALE: 1" = 200'  
 DRAWN: K.COLE  
 CHECKED: K.COLE  
 JOB NO.: 16126  
 SHEET: 2 OF 2

EXHIBIT "B"  
 O.I.D. EASEMENT  
 STANISLAUS CO., CALIFORNIA

**EXHIBIT "C"**

**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

The land referred to herein below is situated in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

All that portion of Lots 34 and 43 of "Leitch Colony Tract", as per map filed for record October 17, 1911 in Volume 6 of Maps, at Page 6, Stanislaus County Records, described as follows:

Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South  $89^{\circ} 29'$  East 155.4 feet; thence South  $7^{\circ} 18'$  East 20 feet to the True Point of Beginning; thence South  $2^{\circ} 41'$  West 797 feet; thence South  $38^{\circ} 19'$  East 610 feet; thence North  $64^{\circ} 50'$  East 297 feet; thence North  $7^{\circ} 18'$  West 461.15 feet to the point of beginning.

APN: 002-016-051

**END OF DESCRIPTION**



# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 19  
APN: 002-016-052

---

**SUBJECT: APPROVE ACCEPTANCE OF GRANT OF EASEMENT ON THE OID CAMPBELL LATERAL (APN: 002-016-052 – NORMAN CASHEN JR. REVOCABLE TRUST)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above was created as the result of a parcel split and the associated landowner has applied for a New Parcel Connection. As part of the new parcel connection process, easements are required for any and all OID facilities located within a newly created parcel per OID's Subdivision Parcel Map Policy. OID does not have an easement for this facility within the parcel noted above, and the landowner has granted OID a sixty (60) foot easement for this portion of the facility per OID policy. The Grant of Easement is attached for Board review and formal acceptance.

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Grant of Easement
- 

**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:**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 002-016-052

Space above this line for recorder's use

**GRANT OF EASEMENT**

**ON THE CAMPBELL LATERAL**

FOR VALUABLE CONSIDERATION OF \$10.00, receipt of which is hereby acknowledged, **NORMAN C. CASHEN, JR. AS TRUSTEE OF THE NORMAN CASHEN JR. REVOCABLE TRUST**, (hereinafter referred to as "**GRANTOR**"), hereby grants to the **OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California (hereinafter referred to as "**DISTRICT**"), a 60 foot perpetual easement and right-of-way as described in the attached **Exhibits "A" and "B"**, for the purpose of laying down, constructing, patrolling, maintaining, operating, repairing, removing, replacing, enlarging, reconstructing, and other uses as the **DISTRICT** may see fit including the transmission and distribution of water and the collection, transmission, and disposal of drainage water, a pipe or pipes, canal or channel, well and related pump(s) and all braces, connections, fastenings, manholes, standpipes, valves, control boxes, meters and other appliances and fixtures reasonable and necessary for use in connection therewith or appurtenant thereto (hereinafter "**said facilities**"), over, under and across that real property in the County of Stanislaus, State of California, described in attached **Exhibit "C"**:

TOGETHER WITH the right at all times of ingress to and egress from said easement and right-of-way with vehicles, machinery, and equipment customary for laying down, constructing, patrolling, maintaining, operating, repairing, removing, replacing, enlarging, reconstructing, and using said facilities. **GRANTOR** further grants to **DISTRICT** the right of necessary ingress to and egress from said easement over and across adjacent lands of **GRANTOR** by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

GRANTOR grants DISTRICT the right to install and maintain fences and gates as required along and across said right-of-way at the sole discretion of DISTRICT for DISTRICT purposes only.

In order to protect DISTRICT'S FACILITIES, GRANTOR shall not place or permit to be placed on, in, across, under, or through said right-of-way any tree, building, structure, explosive, well, power pole, guy wire, or any other obstruction, which may or may not damage DISTRICT facilities, interfere with the operation of DISTRICT FACILITIES or obstruct access along the easement without first obtaining written permission of DISTRICT. Such written permission from DISTRICT shall not be unreasonably withheld.

GRANTOR shall not excavate, or permit any excavation, within said easement and right-of-way without first receiving written permission from DISTRICT and notifying DISTRICT at least forty-eight (48) hours in advance.

IN THE EVENT that DISTRICT herein shall abandon the use of said facilities as evidenced by Resolution of its Board of Directors, the easement and right-of-way herein granted shall revert to GRANTORS, their heirs, successors or assigns.

The Grant of Easement, and each of its covenants, shall run with the land and shall be binding on and shall inure to the benefit of each of the parties hereto and each of their heirs, legal representatives, successors, and assigns.

**"OWNER(S)"**

*Norman C. Cashen*  
Norman C. Cashen, Jr., Trustee  
Norman Cashen Jr. Revocable Trust

4-10-18  
Date

Mailing Address: 5150 Pleasant Valley Road  
Oakdale, CA 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION**

This is to certify that the interest in real property conveyed by Grant of Easement dated

\_\_\_\_\_, 2018, from Norman C. Cashen, Jr., as trustee of the Norman Cashen Jr. Revocable Trust, to the Oakdale Irrigation District, an irrigation district organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Oakdale Irrigation District pursuant to authority conferred by resolution of the Board of Directors of the Oakdale Irrigation District adopted on August 19th, 1997, and the Grantee consents to recordation thereof by its duly authorized officer.

**OAKDALE IRRIGATION DISTRICT**

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

\_\_\_\_\_  
Date

**NOTARY**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On April 10, 2018 before me Carla Lillie, Notary Public,  
personally appeared Norman C. Cashen

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

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

WITNESS my hand and official seal

Carla Lillie  
Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On \_\_\_\_\_ before me \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

COPY

EXHIBIT "A"

OAKDALE IRRIGATION DISTRICT CAMPBELL LATERAL EASEMENT

LEGAL DESCRIPTION

All that real property being a portion of those lands of Cashen as described in that Grant Deed filed for record as Doc.# 2014-0048037, Stanislaus County Records, situate in Section 32, Township 1 South, Range 10 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

That portion of said lands of Cashen lying within a 60.00 foot wide strip of land, the centerline of said strip being more particularly described as follows:

Commencing at the intersection of the east line of the 20.00 foot half width of Sawyer Road with the south line of the 20.00 foot half-width of Pleasant Valley Road; thence along said south line of Pleasant Valley Road South  $89^{\circ}29'00''$  East 109.22 feet to the physical centerline of Oakdale Irrigation District's Campbell Lateral and being the Point of Beginning; thence along said centerline the following (5) courses:

1. South  $02^{\circ}38'45''$  West 749.27 feet to the beginning of a tangent curve concave easterly having a radius of 130.00 feet;
2. Southerly 91.83 feet along the arc of said curve through a central angle of  $40^{\circ}28'17''$ ;
3. South  $37^{\circ}49'32''$  East 523.33 feet to the beginning of a tangent curve concave northerly having a radius of 100.00 feet;
4. Easterly 137.48 feet along the arc of said curve through a central angle of  $78^{\circ}46'21''$ ;
5. North  $63^{\circ}24'07''$  East 725 feet, more or less, to the east line of said lands of Cashen.

All as shown on attached Exhibit "B" and made a part hereof.

END DESCRIPTION



COPY

PLEASANT VALLEY ROAD

SAWYER ROAD

SAILLOR  
GRANT DEED  
DOC.# 2013-97778

CASHEN  
GRANT DEED  
DOC.# 2014-0048037

O.I.D. CAMPBELL LATERAL

R=130.00'  
L=91.83'  
Δ=40°28'17"

APPROXIMATE  
PROPERTY LINE

R=100.00'  
L=137.48'  
Δ=78°46'21"

APPROXIMATE  
PROPERTY LINE



**GK** Giuliani & Kull, Inc.  
Engineers • Planners • Surveyors

440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361  
(209) 847-8726 Fax (209) 847-7323  
Auburn • Oakdale • San Jose

SCALE: 1" = 200'  
DRAWN: K.COLE  
CHECKED: K.COLE  
JOB NO.: 16126  
SHEET: 2 OF 2

EXHIBIT "B"  
O.I.D. EASEMENT  
STANISLAUS CO., CALIFORNIA

**EXHIBIT "C"**

**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

All that portion of Lots 34 and 43 of Leitch Colony Tract, according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on October 17, 1911, in Volume 6 of Maps, at Page 6, described as follows:

Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South 89 degrees 29 minutes East 615.55 feet to the point of beginning, thence South 89 degrees 39 minutes East 329.5 feet; thence South 7 degrees 18 minutes East 1334.78 feet to the South line of Lot 43 of said Leitch Colony Tract; thence North 89 degrees 29 minutes West 329.5 feet along the South line of said Lot 43; thence North 7 degrees 18 minutes West 1334.78 feet to the point of beginning, containing 10 acres, more or less.

Excepting therefrom the following described property:

Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South 89 degrees 20 minutes East 946.05 feet; thence South 7 degrees 18 minutes East 1053.38 feet to the true point of beginning; thence South 7 minutes 18 degrees East 281.4 feet; thence North 89 degrees 20 minutes West 329.5 feet; thence North 7 degrees 18 minutes West 122.2 feet to the Campbell Ditch Northeast 352 feet to the point of beginning.

APN: 002-016-052

**END OF DESCRIPTION**



# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 20  
APN: 002-016-051

---

**SUBJECT: APPROVE ENCROACHMENT PERMIT AND AGRICULTURAL DISCHARGE PERMIT ON THE CAMPBELL LATERAL (APN: 002-016-051 – JASON AND SHERRI SAILLOR) AND WAIVE PROCESSING FEES IN CONSIDERATION FOR GRANT OF EASEMENT**

---

**RECOMMENDED ACTION:** Approve and Waive the Encroachment and Agricultural Discharge Permit Processing Fees in Consideration for the Grant of Easement

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above was created as part of a parcel split and established a new connection. The landowners recently granted the Oakdale Irrigation District (OID) a sixty (60) foot easement centered on the Campbell Lateral as part of the new connection process and has requested OID allow one (1) existing drain pipe with flap gate (4"-8") and one (1) 2" PVC pipeline to encroach upon and discharge into the OID facility. Staff has reviewed the existing encroachments and recommends approval of the Encroachment and Agricultural Discharge Permits. In consideration for the Grant of Easement provided as part of the new connection process, staff recommends waiving the encroachment and agricultural discharge permit processing fee.

**FISCAL IMPACT:** Processing Fee \$423.50

**ATTACHMENTS:**

- Encroachment Permit
  - Agricultural Discharge Permit
- 

**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:**

RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 002-016-051

---

**ENCROACHMENT PERMIT  
ON THE CAMPBELL LATERAL**

THIS ENCROACHMENT PERMIT executed this SEVENTEENTH day of APRIL, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JASON AND SHERRI SAILLOR, hereinafter referred to as "OWNER" sets forth Permits as follows:

**WITNESSETH:**

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on April 17, 2018, as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

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

1. One (1) existing 4" drain pipe with flap gate.
2. One (1) existing 2" PVC pipeline.

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

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

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

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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**"OWNER"**

  
\_\_\_\_\_  
Jason Saillor, Owner

4/9/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sherri Saillor, Owner

4/9/18  
\_\_\_\_\_  
Date

Mailing Address: 5148 Pleasant Valley Road  
Oakdale, CA, 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On April 9, 2018 before me Carla Lillie, Notary Public,  
personally appeared Jason Sallor and Sherri Sallor

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

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

WITNESS my hand and official seal

Carla Lillie  
Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of **Stanislaus**

On \_\_\_\_\_ before me \_\_\_\_\_, **Notary Public,**  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

**EXHIBIT "A"**  
**OAKDALE IRRIGATION DISTRICT**  
**RESOLUTION NO. 2018-NIL**

**ENCROACHMENT PERMIT ON THE CAMPBELL LATERAL**

**APN: 002-016-051**

**WHEREAS**, JASON AND SHERRI SAILLOR are the titled owners of the property located in Section 32, Township 1 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

**WHEREAS**, JASON AND SHERRI SAILLOR have requested an Encroachment Permit for:

1. One (1) existing 4" drain pipe with flap gate.
2. One (1) existing 2" PVC Pipeline.

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

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

Upon Motion of Director \_\_\_\_\_ seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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

**EXHIBIT "B"**

**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

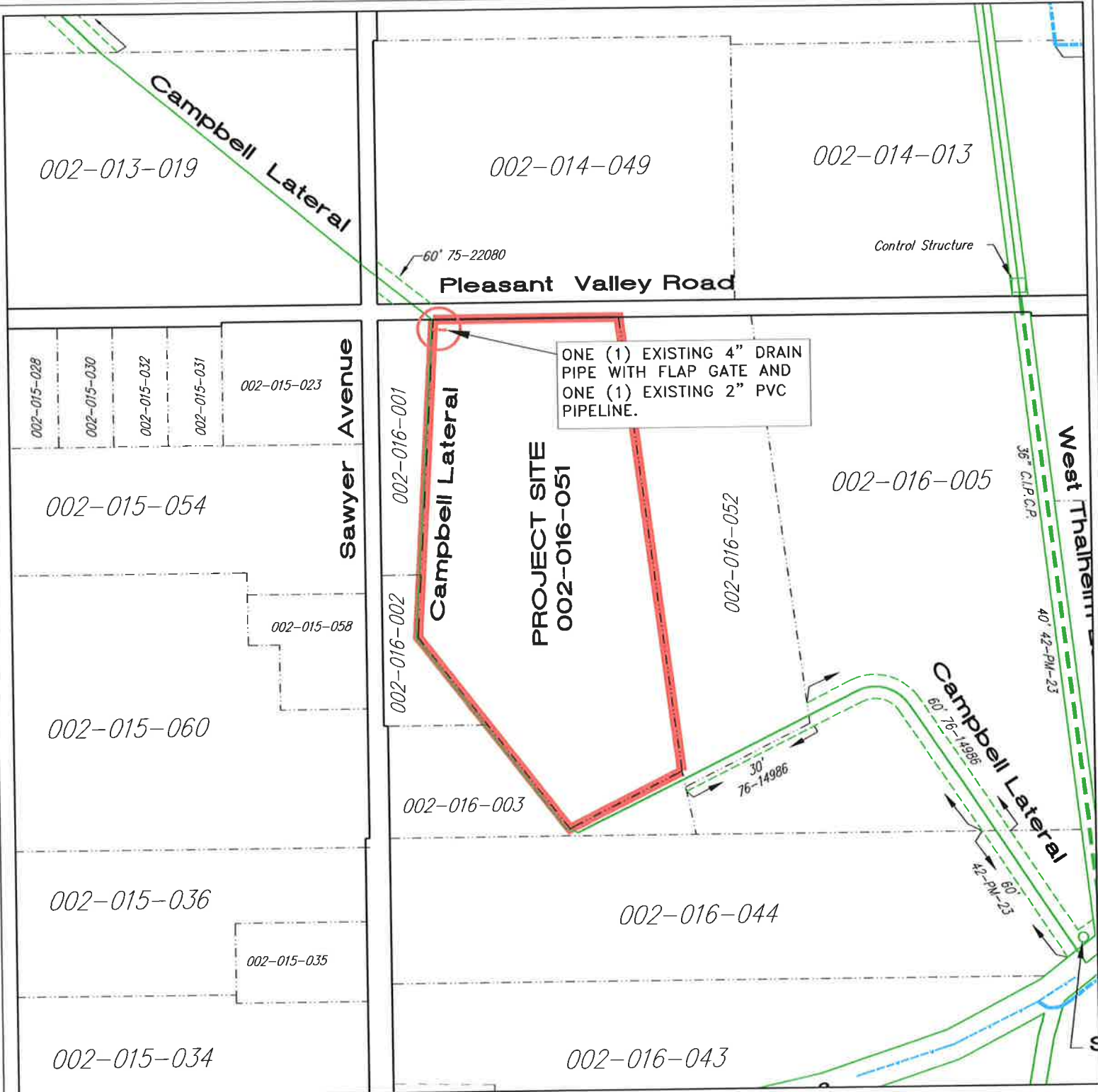
The land referred to herein below is situated in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

All that portion of Lots 34 and 43 of "Leitch Colony Tract", as per map filed for record October 17, 1911 in Volume 6 of Maps, at Page 6, Stanislaus County Records, described as follows:

Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South  $89^{\circ} 29'$  East 155.4 feet; thence South  $7^{\circ} 18'$  East 20 feet to the True Point of Beginning; thence South  $2^{\circ} 41'$  West 797 feet; thence South  $38^{\circ} 19'$  East 610 feet; thence North  $64^{\circ} 50'$  East 297 feet; thence North  $7^{\circ} 18'$  West 461.15 feet to the point of beginning.

APN: 002-016-051

**END OF DESCRIPTION**



OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 ENCROACHMENT PERMIT  
 APN: 002-016-051  
 CAMPBELL PIPELINE



DATE: APR. 6, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE  
 SHEET 1 of 1

RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APN: 002-016-051

---

**AGRICULTURAL DISCHARGE PERMIT  
ON THE CAMPBELL LATERAL**

THIS AGRICULTURAL DISCHARGE PERMIT executed this SEVENTEENTH day of APRIL, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JASON AND SHERRI SAILLOR, hereinafter referred to as "OWNER" sets forth Permits as follows:

**WITNESSETH:**

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Agricultural Discharge Permit on April 17, 2018 as shown in the Resolution attached hereto as **Exhibit "A."**

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

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

WHEREAS, OWNER has title to the Subject Property and wishes to convey Agricultural Discharge from OWNER'S Property into the CAMPBELL PIPELINE from one (1) existing 4" drain pipe with flap gate and one (1) existing 2" PVC pipeline and requests that DISTRICT grant permission to release said Agricultural Discharge as needed, subject to the terms and conditions of this AGRICULTURAL DISCHARGE PERMIT.

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

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

I. **Definitions**



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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**"OWNER"**

  
\_\_\_\_\_  
Jason Saillor, Owner

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sherri Saillor, Owner

  
\_\_\_\_\_  
Date

Mailing Address: 5148 Pleasant Valley Road  
Oakdale, CA, 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

On April 9, 2018 before me Carla Lillie, Notary Public,

personally appeared Jason Sallor and Sherri Sallor

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

(Seal)

**EXHIBIT "A"**

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

**AGRICULTURAL DISCHARGE PERMIT  
ON THE CAMPBELL LATERAL**

**APN: 002-016-051**

**WHEREAS**, JASON AND SHERRI SAILLOR are the titled owners of the property located in Section 32, Township 1 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus, California; and have requested an Agricultural Discharge Permit for one (1) existing 4" drain pipe with flap gate and one (1) existing 2" PVC pipeline on the Campbell Lateral, constructed in accordance with District Standard Details.

**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 lands 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 Agricultural Discharge Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventeenth day of April, 2018.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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

**EXHIBIT "B"**

**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

The land referred to herein below is situated in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

All that portion of Lots 34 and 43 of "Leitch Colony Tract", as per map filed for record October 17, 1911 in Volume 6 of Maps, at Page 6, Stanislaus County Records, described as follows:

Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South 89° 29' East 155.4 feet; thence South 7° 18' East 20 feet to the True Point of Beginning; thence South 2° 41' West 797 feet; thence South 38° 19' East 610 feet; thence North 64° 50' East 297 feet; thence North 7° 18' West 461.15 feet to the point of beginning.

APN: 002-016-051

**End of Description**

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 21  
APN: 002-016-051/052

---

**SUBJECT: APPROVE DEFERRED CONDITIONS OF APPROVAL AGREEMENT (APNS: 002-016-051/052 – JASON AND SHERRI SAILLOR, NORMAN CASHEN JR REVOCABLE TRUST)**

---

**RECOMMENDED ACTION:** Approve

---

**BACKGROUND AND/OR HISTORY:**

The parcels noted above were created as the result of a parcel split and the associated landowners have applied for a new connection. Independent irrigation and drainage is required for each parcel as part of OID's Subdivision Parcel Map Policy. The landowners of the parcels noted above have requested to continue irrigating the parcels as they historically have, which is without independent irrigation or drainage, until such a time as either of the parcels noted above are sold or a change in land use occurs. OID staff has developed and recommends approval of the attached Deferred Conditions of Approval Agreement.

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Deferred Conditions of Approval Agreement
- 

**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:**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APNs: 002-016-051/052

---

**DEFERRED CONDITIONS OF APPROVAL AGREEMENT**

**BETWEEN JASON AND SHERRI SAILLOR AND NORMAN CASHEN JR REVOCABLE TRUST  
AND OAKDALE IRRIGATION DISTRICT**

The parcels noted above were created as the result of a parcel split. The landowners of the parcels noted above will continue to farm the parcels as one property and have no intention of selling the parcels or changing the current land use. Both parties have requested that they be permitted to continue irrigating APNs: 002-016-051/052 as they historically have, which is without an independent irrigation system, until any of the parcels noted above change ownership or land use. On April 17, 2018, the Oakdale Irrigation District (DISTRICT) Board of Directors approved this Deferred Conditions of Approval Agreement with JASON AND SHERRI SAILLOR and NORMAN C. CASHEN, JR. AS TRUSTEE OF THE NORMAN CASHEN JR. REVOCABLE TRUST (OWNER) regarding continued irrigation.

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

The following project condition shall apply to APNs: 002-016-051/052, as described in the attached **Exhibit "A"** Legal Description of the Subject Properties and shown on the attached **Exhibit "B"** Project Site Map.

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

By signing below, Jason and Sherri Saillor and Norman C. Cashen Jr. Revocable Trust, the legally titled OWNER of the subject parcels, hereby agrees to comply with the above-described

approval. Failure to comply with this Agreement shall result in DISTRICT withholding irrigation water until such time as the listed condition is met.

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

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

**OAKDALE IRRIGATION DISTRICT  
"DISTRICT"**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**"OWNER"**



Jason Saillor, Owner

Date: 4/9/18



Sherri Saillor, Owner

Date: 4/9/18

Mailing Address: 5148 Pleasant Valley Road  
Oakdale, CA, 95361



Norman C. Cashen, Jr., Trustee  
Norman Cashen Jr. Revocable Trust

Date: 4-10-18

Mailing Address: 5150 Pleasant Valley Road  
Oakdale, CA, 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

On April 9, 2018 before me Carla Lillie, Notary Public,

personally appeared Jason Saillor and Sherri Saillor

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



**CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of Stanislaus

On April 10, 2018 before me Carla Lillie, Notary Public,

personally appeared Norman C. Cashen

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

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

WITNESS my hand and official seal

Carla Lillie

Signature

(Seal)



## CERTIFICATE OF ACKNOWLEDGMENT

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

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_, **Notary Public**,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

## CERTIFICATE OF ACKNOWLEDGMENT

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

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_, **Notary Public**,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature (Seal)

## **EXHIBIT "A"**

### **Legal Description of Subject Property**

The land referred to herein below is situated in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

All that portion of Lots 34 and 43 of "Leitch Colony Tract", as per map filed for record October 17, 1911 in Volume 6 of Maps, at Page 6, Stanislaus County Records, described as follows:

Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South 89<sup>o</sup> 29' East 155.4 feet; thence South 7<sup>o</sup> 18' East 20 feet to the True Point of Beginning; thence South 2<sup>o</sup> 41' West 797 feet; thence South 38<sup>o</sup> 19' East 610 feet; thence North 64<sup>o</sup> 50' East 297 feet; thence North 7<sup>o</sup> 18' West 461.15 feet to the point of beginning.

APN: 002-016-051

All that portion of Lots 34 and 43 of Leitch Colony Tract, according to the Official Map thereof, filed in the Office of the Recorder of Stanislaus County, California, on October 17, 1911, in Volume 6 of Maps, at Page 6, described as follows:

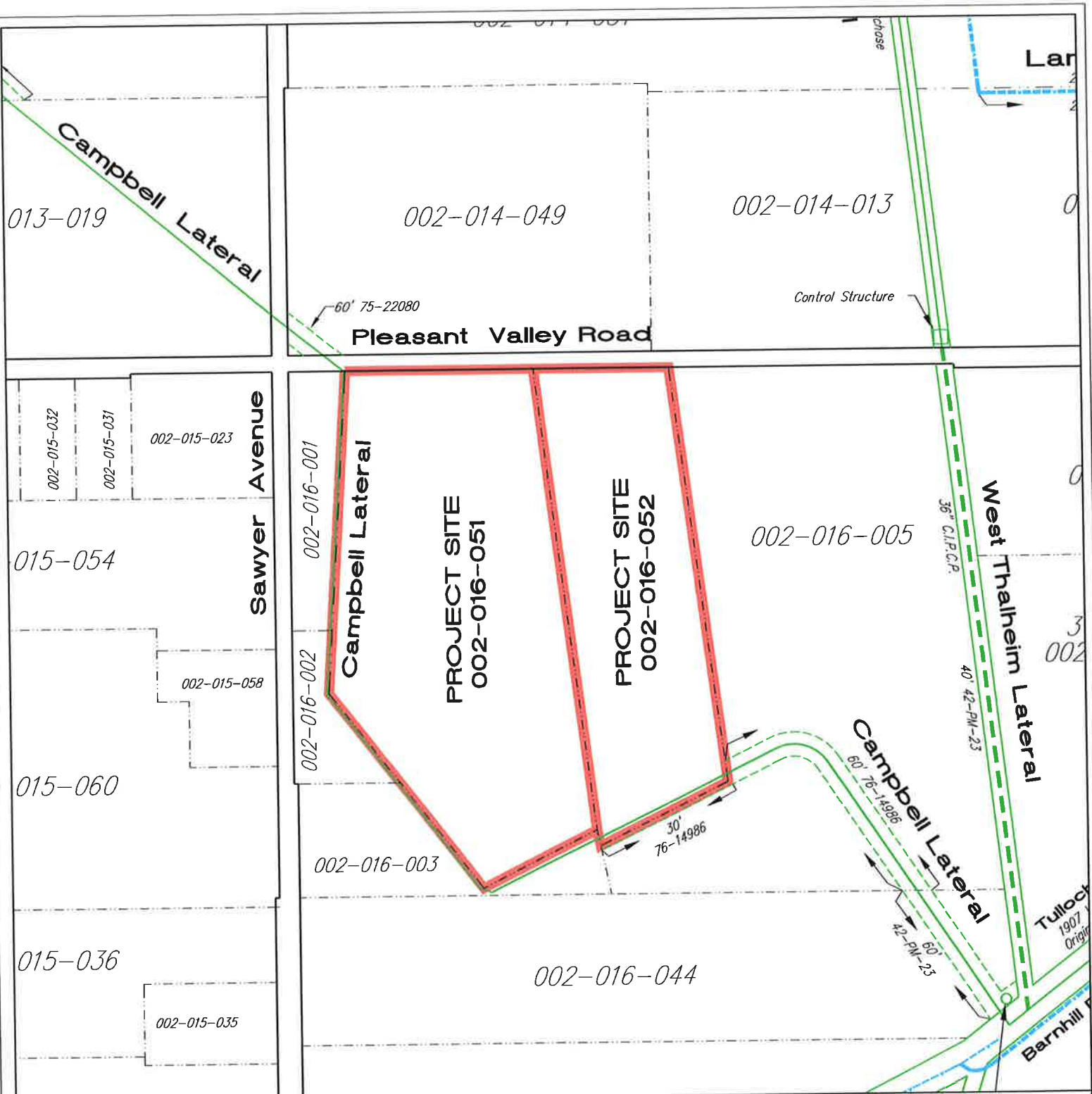
Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South 89 degrees 29 minutes East 615.55 feet to the point of beginning, thence South 89 degrees 39 minutes East 329.5 feet; thence South 7 degrees 18 minutes East 1334.78 feet to the South line of Lot 43 of said Leitch Colony Tract; thence North 89 degrees 29 minutes West 329.5 feet along the South line of said Lot 43; thence North 7 degrees 18 minutes West 1334.78 feet to the point of beginning, containing 10 acres, more or less.

Excepting therefrom the following described property:

Commencing at the Northwest corner of Lot 34 of said Leitch Colony Tract; thence South 89 degrees 20 minutes East 946.05 feet; thence South 7 degrees 18 minutes East 1053.38 feet to the true point of beginning; thence South 7 minutes 18 degrees East 281.4 feet; thence North 89 degrees 20 minutes West 329.5 feet; thence North 7 degrees 18 minutes West 122.2 feet to the Campbell Ditch Northeast 352 feet to the point of beginning.

APN: 002-016-052

**End of Description**



OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 DEFERRED CONDITIONS OF APPROVAL AGREEMENT  
 APNS: 002-016-051/052



DATE: APR. 6, 2018  
 DRAWN BY: CMK  
 CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
 SHEET 1 of 1



# **AGENDA ITEMS ACTION CALENDAR**

## **SPECIAL BOARD MEETING OF APRIL 17, 2018**

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 22  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES AND OAKDALE IRRIGATION DISTRICT FOR A MODERNIZATION, AUTOMATION PROJECT ENTITLED: PHASE 1 TOTAL CHANNEL CONTROL SYSTEM MODERNIZATION AND ANY SUBSEQUENT AMENDMENTS**

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**RECOMMENDED ACTION:** Authorize General Manager to execute the Funding Agreement Between the State of California, Department of Water Resources and Oakdale Irrigation District for a Modernization, Automation Project Entitled: Phase 1 Total Channel Control System Modernization and any subsequent amendments.

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## **BACKGROUND AND/OR HISTORY:**

Oakdale Irrigation District's (OID) Phase 1 Total Channel Control System Modernization Project (Project) was selected as 1 of 38 projects to be awarded grant funding as part of the water use efficiency program under the Proposition 1 (Prop. 1) Water Quality, Supply, and Infrastructure Improvement Act of 2014, Agricultural Water Use Efficiency 2015 Grants Program, California Water Code Section 79746 (a)(2). On February 7, 2017, the Oakdale Irrigation District Board of Directors adopted a resolution accepting the Department of Water Resources (DWR) Prop. 1 Water Use Efficiency Grant Funds and authorized the General Manager to execute the associated cost-share commitment letter. Since that time, DWR and OID staff have worked together to formalize the attached Funding Agreement Between the State of California DWR and OID for the Project (Agreement). The following are just a few key terms and conditions of the Agreement for the Board's consideration:

- Total estimated project cost is \$6.51 million with a maximum funding amount of \$2.97 million
- Work performed on the Project after the December 16, 2016 award date shall be eligible for cost share (note: Project construction was initiated October 2017)
- In-canal construction is proposed to be completed by March 2020
- Anticipated Project completion by June 2020
- TCC implementation includes 3 heading structures, 31 water level control/spill structures and 40 delivery turnouts on the Burnett, Hirschfeld, Kearney and Tulloch Lateral canals (19.4 miles in total)
- Estimated 4,170 AF of conserved water generated from spillage reduction
- Quarterly Project Progress Reports and invoices due every three months after execution of Agreement
- Final Report due following Agreement end date (2 years after the date the State signs Agreement)
- Annual report of Benefits and Costs due once per year for five consecutive years following the anniversary of Agreement end date

The OID Efficient Water Management Practices Implementation Plan (Exhibit N) is an update of OID's Water Management Plan (Attachment B of the OID Agricultural Water Management Plan) to reflect progress since OID's 2015 Agricultural Water Management Plan. In order to maintain continued eligibility for receiving state funds, OID will need to implement and report on the progress of the plan as part of the Quarterly Project Progress Reports.

OID's staff and legal counsel have reviewed the attached Agreement and recommends approval as drafted along with authorization for the General Manager to execute the Agreement on OID's behalf and any subsequent amendments.

**FISCAL IMPACT:** Total Project cost \$6,510,367  
(\$2,972,770 DWR funding; \$3,537,597 OID cost share)

**ATTACHMENTS:**

- Funding Agreement Between the State of California DWR and OID for a Modernization, Automation Project Entitled: Phase 1 Total Channel Control System Modernization

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**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:**

**STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**Agreement Number: 4600011929**

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND  
OAKDALE IRRIGATION DISTRICT**

**FOR A MODERNIZATION, AUTOMATION PROJECT ENTITLED:  
PHASE I TOTAL CHANNEL CONTROL SYSTEM MODERNIZATION**

**A PART OF THE WATER USE EFFICIENCY GRANTS PROGRAM  
UNDER  
PROPOSITION 1 WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014,  
AGRICULTURAL WATER USE EFFICIENCY 2015 GRANTS PROGRAM, CALIFORNIA WATER CODE  
SECTION 79746(a)(2).**



**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)  
AND**

**OAKDALE IRRIGATION DISTRICT**

**AGREEMENT 4600011929**

**PROPOSITION 1 WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014,  
AGRICULTURAL WATER USE EFFICIENCY 2015 GRANTS PROGRAM,**

**CALIFORNIA WATER CODE SECTION 79746(a)(2)**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and Oakdale Irrigation District, a non-State, local government agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

- 1) PURPOSE. State shall provide funding from Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 to Funding Recipient to assist in financing of its Phase 1 Total Channel Control System Modernization ("Project") pursuant to California Water Code Section 79746(a)(2).
- 2) TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is executed by the State, and terminates in two years after execution, or when all of the Parties' obligations under this Funding Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Funding Agreement indicated on pages 12-13.
- 3) PROJECT COST. The reasonable cost of the Project is estimated to be \$6,510,367.
- 4) FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$2,972,770.
- 5) FUNDING RECIPIENT COST SHARE. Funding Recipient agrees to fund the difference, if any, between the actual Total Project Cost, as estimated in Exhibit B, and the amount specified in Paragraph 4. Cost Share consists of local Funding Match and other Non-State Funds, as documented in Exhibit B; see Exhibit H for guidance. Funding Recipient is required to provide a Cost Share of 54.3 percent of the Total Project Cost. Funding Recipient's required Cost Share is estimated to be \$3,537,597. Costs incurred or in-kind services performed after December 15, 2016 may be counted as Cost Share.
- 6) FUNDING RECIPIENT'S RESPONSIBILITY. Funding Recipient and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Scope of Work) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply, and Infrastructure Improvement Act of 2014 financing.

- c) Comply with all applicable California laws and regulations.
  - d) Implement the Project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- 7) BASIC CONDITIONS. State shall have no obligation to disburse money for a Project under this Funding Agreement until Funding Recipient has satisfied the following conditions:
- a) Funding Recipient demonstrates the availability of sufficient funds to complete the Project, as stated in the Cost-Share Commitment Letter, by submitting the most recent three (3) years of audited financial statements.
  - b) Funding Recipient must demonstrate compliance with the groundwater compliance options set forth in Exhibit VII of the Agricultural Water Use Efficiency 2015 Grants Program Guidelines and Proposal Solicitation Package, January 27, 2016.
  - c) For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports."
  - d) Funding Recipient submits all deliverables as specified in Paragraph 16 of this Funding Agreement and in Exhibit A.
  - e) Prior to the commencement of construction or implementation activities, Funding Recipient shall submit the following to the State:
    - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved Project as listed in Exhibit A of this Funding Agreement.
    - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
      - i) Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
      - ii) Documents that satisfy the CEQA process are received by the State,
      - iii) State has completed its CEQA compliance review as a Responsible Agency, and
      - iv) Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations or other mitigation. Funding Recipient must comply with CEQA, including tribal consultation requirements imposed by Public Resources Code Sections 21080.3.1 and 21080.3.2, as applicable. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact

statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 3) A monitoring plan as required by Paragraph 18, "Project Monitoring Plan Requirements."
- 8) DISBURSEMENT OF FUNDS. The State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
- 9) ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and Project construction. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the Project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project included in this Funding Agreement in accordance with the standard accounting practices. Work performed on the Project after execution of this Funding Agreement shall be eligible for reimbursement. Work performed on the Project after the award date of December 15, 2016, shall be eligible for Cost Share.  
  
Costs that are not eligible for reimbursement with State funds cannot be counted as Cost Share, unless expressly authorized below. Costs that are not eligible for reimbursement include but are not limited to the following items:
  - a) Costs incurred prior to the award date of the Grant.
  - b) Operation and maintenance costs, including post construction performance and monitoring costs.
  - c) Purchase of equipment not an integral part of the Project.
  - d) Establishing a reserve fund.
  - e) Purchase of water supply.
  - f) Monitoring and assessment costs for efforts required after Project construction is complete.
  - g) Replacement of existing funding sources for ongoing programs.
  - h) Support of certain existing agency requirements and mandates (e.g., punitive regulatory agency requirement).

- i) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
  - j) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Funding Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise Eligible Project Costs. However, this will only be allowed as Funding Recipient Cost Share.
  - k) Overhead costs not directly related to the Project.
  - l) Capital outlay expenditures not tied directly and exclusively to the achievement of the Project purposes. Equipment (such as computers, non-dedicated monitoring equipment, and others) that can be used for other purposes.
  - m) Vehicles.
- 10) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via United States (U.S.) mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an invoice, State determines that any portion or portions of the costs claimed are not Eligible Project Costs or are not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- a) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a Project during the period identified in the particular invoice for the implementation of a Project.
- c) Invoices shall meet the following format requirements:
  - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - 3) One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

- 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Funding Recipient's costs, as applicable, in Paragraph 5, "Funding Recipient Cost Share."
- 5) Original signature and date (in ink) of Funding Recipient's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address:

Olivia Willis  
Department of Water Resources  
Division of Statewide Integrated Water Management  
901 P Street, Room 313A  
P.O. Box 942836  
Sacramento, CA 94236-0001

11) WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 12, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either Party.

12) DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- a) A substantial breach of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.
- b) Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement.
- c) Failure to operate or maintain Project in accordance with this Funding Agreement.
- d) Failure to make any remittance required by this Funding Agreement.
- e) Failure to comply with Labor Compliance Plan requirements.
- f) Failure to submit timely progress reports.

- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- i) Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- j) Terminate any obligation to make future payments to Funding Recipient.
- k) Terminate the Funding Agreement.
- l) Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 13) CONTINUING ELIGIBILITY. Funding Recipient must meet the following ongoing requirement(s) to remain eligible to receive State funds:

Current applicable legal and regulatory requirements including, but not limited to:

- a) An urban water supplier that receives grant funds governed by this Funding Agreement shall:
  - 1) Maintain compliance with the Urban Water Management Planning Act (CWC §10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (CWC §10608 et. seq.). By July 1, 2016, all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim Gallons per Capita per Day (GPCD) target. If not meeting the interim target, the Funding Recipient shall also provide a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to CWC §10608.24, for inclusion in the Funding Agreement as Exhibit O, if applicable. For more information visit the following website: <http://www.water.ca.gov/urbanwatermanagement>.
  - 2) Comply with Water Metering Requirements (CWC §525 et. seq.).
- b) An agricultural water supplier that receives grant funds governed by this Funding Agreement shall comply with the following:
  - 1) AB1404 Aggregated Farm-gate Delivery reporting requirements (CWC §531 et. seq.).
  - 2) Agricultural Water Measurement requirements (CCR §597 et. seq.).
  - 3) Efficient Water Management Practices (EWMPs) Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608.48) of Division 6 of the CWC. If not already implementing the required EWMPs, the Funding Recipient shall also provide a schedule, financing plan, and budget for

implementation of the EWMPs, required pursuant to CWC §10608.48, for inclusion in the Funding Agreement (CWC §10608.56(d) as Exhibit N, if applicable.

- 4) Submission of an Agricultural Water Management Plan (AWMP) deemed by the State as meeting the requirements of the Agricultural Water Management Planning Act (CWC §10800 et. seq.). The current AWMP update is 2015. The next AWMP update will be required in 2020. For more information visit the following website: <http://www.water.ca.gov/wateruseefficiency/agricultural/agmamt.cfm>.
  - c) Funding Recipients or Project Cooperators that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC §10932 and CASGEM requirements (CWC §10920 et. seq.).
  - d) Agencies subject to a 2020 or 2022 Groundwater Sustainability Plan shall comply with plan requirements and data submittal in accordance with CWC §10725.
  - e) Funding Recipients diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 and in Division 3 of the CWC.
- 14) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Funding Recipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Funding Recipient shall provide copies of permits, licenses and approvals to State.
- 15) RELATIONSHIP OF PARTIES. Funding Recipient is solely responsible for design, construction, and operation and maintenance of Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Funding Agreement.
- 16) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such Project.
- a) Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be submitted to the State's Project Manager. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipient's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period.

The first Quarterly Progress Report should be submitted to the State no later than one quarter after execution of the Funding Agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.

- b) Project Final Reports: Funding Recipient shall prepare and submit to State a separate Project Final Report. Funding Recipient shall submit a Project Final Report within ninety (90) calendar days of Project completion. Each Project Final Report shall include, in part, a description of actual work done, any changes or amendments to each Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a Project. The Project Final Report shall also include, if applicable, certification of final Project by a registered civil engineer, consistent with Standard Condition D.20, "Final Inspections and Certification of Registered Civil Engineer".
- c) Post-Project Annual Reports: Funding Recipient shall submit Post-Project Annual Reports. Annual Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of five years after the completed Project begins operation.

17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation Projects and in consideration of the funding made by the State, Funding Recipient agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Funding Recipient to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 18) PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Funding Agreement shall contain a Project Monitoring Plan. The Project Monitoring Plan should include:
- a) Baseline conditions.
  - b) Responsible Party.
  - c) Brief description of the monitoring plan and performance measures including:
    - 1) Monitoring and measurement metrics,



- 2) Success/failure criteria,
  - 3) Location of monitoring,
  - 4) Frequency and duration of monitoring.
- d) Method of Reporting.
  - e) Special Environmental Considerations.
  - f) Verification of expected benefits methodologies.
  - g) Consideration of External Factors.

See Exhibit G, "Requirements for Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

- 19) SIGNAGE. To the extent practicable, a Project supported by funds made available through this program shall include signage informing the public that the Project received funds from the Water Quality, Supply, and Infrastructure Improvement Act of 2014. (CWC §79707(g)).
- 20) PUBLIC UTILITIES AND MUTUAL WATER COMPANIES. A Project proposed by a public utility that is regulated by the Public Utilities Commission or a mutual water company shall have a clear and definite public purpose and shall benefit the customers of the water system and not the investors (Water Code §79712.(b)(1)).
- 21) STATEWIDE MONITORING REQUIREMENTS. Funding Recipient shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
- 22) NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
  - a) Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - b) Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least fourteen (14) calendar days prior to the event.
  - c) Final inspection of the completed work on a Project by a Registered Civil Engineer, in accordance with Standard Condition D.20, "Final Inspections and Certification of Registered Civil Engineer." Funding Recipient shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- 23) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
  - b) By certified U.S. mail, return receipt requested, postage prepaid.
  - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - d) By electronic means.
  - e) Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 24) PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Funding Recipient's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Funding Recipient.
- 25) SURVIVAL. Any provision of this Funding Agreement that imposes an obligation after the termination or expiration of this Funding Agreement shall survive the termination or expiration of this Funding Agreement.
- 26) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources  
Fethi BenJemaa  
Division of Statewide Integrated Water  
Management  
Water Use and Efficiency Branch  
901 P Street, Room 313A  
P.O. Box 942836  
Sacramento, CA 94236-001

Oakdale Irrigation District  
Eric Thorburn, P.E.  
Engineering and Water Operations  
Manager  
1205 East F Street  
Oakdale, CA 95361

Direct all inquiries to the Project Manager:

Department of Water Resources  
Olivia Willis  
Division of Statewide Integrated Water  
Management  
Water Use and Efficiency Branch  
901 P Street, Room 313A  
P.O. Box 942836  
Sacramento, CA 94236-0001

Oakdale Irrigation District  
Eric Thorburn, P. E.  
Engineering and Water Operations  
Manager  
1205 East F Street  
Oakdale, CA 95361

Either Party may change its Project Representative or Project Manager upon written notice to the other Party.

27) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients

Exhibit I – Monitoring and Maintenance Plan Components

Exhibit J – Project Location

Exhibit K – Information Needed for Escrow Process and Closure (N/A)

Exhibit L – Appraisal Specifications (N/A)

Exhibit M – Local Project Sponsors (N/A)

Exhibit N – Efficient Water Management Practices Implementation Plan

Exhibit O – Urban GPCD Reduction Plan (N/A)

IN WITNESS WHEREOF, the Parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

OAKDALE IRRIGATION DISTRICT

\_\_\_\_\_  
Diana S. Brooks, Chief  
Division of Statewide Integrated Water  
Management  
Water Use and Efficiency Branch  
901 P Street, Room 313A  
P.O. Box 942836  
Sacramento, CA 94236-0001

\_\_\_\_\_  
Steve Knell, P. E.  
General Manager  
1205 East F Street  
Oakdale, CA 95361

Date \_\_\_\_\_

Date \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Kamyar Guivetchi, Chief  
Division of Statewide Integrated Water  
Management  
901 P Street, 2<sup>nd</sup> Floor  
P.O. Box 942836  
Sacramento, CA 94236-0001

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date \_\_\_\_\_

## Exhibit A SCOPE OF WORK

### A-1 Project Goals and Objectives

This project is part of Oakdale Irrigation District (OID/District)'s comprehensive plan for system modernization to improve existing infrastructure and reduce system conveyance losses while improving delivery service to customers. The project continues implementation of the Rubicon Total Channel Control (TCC) canal automation system that was initiated as part of a pilot project in 2010 and is being implemented districtwide as funding allows. The pilot project resulted in elimination of operational spillage and greatly improved steadiness of water levels at farm delivery gates on the Claribel and Cometa laterals. The improved consistency and steadiness of water levels at the farm-gates will help improve on-farm water management. Associated efficiency benefits on-farm will be in reducing on-farm water deliveries and reducing the amount of drain water leaving farmed fields.

Additional benefits include increased operator safety due to the removal of the need for regular adjustments to weir boards and manual gates, reduced operator travel due to the ability to monitor flows and water levels remotely and make adjustments to meet customer demands, and the replacement of canal structures that have reached the end of their useful life to maintain system reliability.

The project is consistent with OID's 25-year Water Resources Plan (WRP) completed in 2007 and the District's SB X7-7 Agricultural Water Management Plan (AWMP) adopted in 2012 and updated in 2015. The SMART (Specific, Measurable, Attainable, Relevant, and includes a Timeline) objectives of the proposed project are as follows:

Specific: Modernization improvements will include implementation of TCC at four laterals, including replacement/retrofit of 3 sublateral heading structures, 31 drop (water level control) structures, and 40 turnouts. Improvements include furnishing and installing Rubicon FlumeGates, FlumeMeters, and SlipMeters, and appurtenances. Additional infrastructure includes expanding the communication system and information technology (IT) infrastructure to fully automate the system and provide remote monitoring. Other specific details of the project are described throughout this agreement. By achieving the objective of implementing these specific improvements, OID will be able to meet its goals of reducing operational spillage, providing increased levels of service to irrigation customers, increasing operator safety, reducing operator travel, and increasing system reliability. Approximately 4,170 AF annually of reduced spillage will result from this project's implementation.

Measurable: The success of the project in achieving the targeted benefits will be measured and verified through a strategic monitoring and evaluation plan described below in Section A-3 Project Monitoring and Evaluation Plan. Monitoring and verification protocols consistent with guidance developed by the Agricultural Water Management Council has and will continue to be applied to establish pre-project conditions and will be applied as the project is implemented to monitor post-project conditions and evaluate resulting changes in water usage. Specifically, pre-project operational spillage, farm delivery, boundary outflow, and diversion estimates have been developed based on the detailed, multiyear water balance prepared as part of OID's AWMP. These estimates will be verified through additional pre-project monitoring during the 2016 and 2017 irrigation seasons.

**Attainable:** The project will implement proven strategies to modernize and automate open canal systems to allow operators to eliminate operational spillage while maintaining steady water levels and deliveries to customers and sublaterals. The implementation of TCC has been demonstrated to be successful in attaining these goals previously in OID through a pilot project completed in 2011. The water conservation benefits described in this agreement to be verified as part of implementation have been estimated based on a detailed, multiyear water balance and other analysis and are consistent with similar conservation actions implemented in California and other irrigated regions.

**Relevant:** The project includes elements that specifically address local, regional, and state water use efficiency (WUE) goals by providing multiple benefits including water savings, increased storage and increased local water supply reliability.

**Timeline:** The project will be completed by June 2020, and performance reports will be provided to Department of Water Resources (DWR) for a period of five years following project implementation.

A project schedule is shown in the figure below. As indicated, TCC implementation is scheduled to begin in October 2017 as a result of OID substantially completing Task 3 prior to the anticipated execution of this funding agreement. Task 2 has also been initiated in anticipation of a final funding agreement and will continue throughout the duration of TCC implementation in support of the construction activities. Due to at least a portion of these activities being undertaken prior to the funding agreement, Task 2 will be completed by OID as an in-kind contribution and will not be requested for reimbursement.

Task	2017					2018					2019					2020														
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Task 1: Project Management and Administration																														
Task 2: Engineering, Surveying and Design																														
Task 3: Environmental and Cultural Resources Compliance & Permitting																														
Task 4: TCC Implementation																														
Task 5: Monitoring and Verification																														
Task 6: Public Outreach																														

Project milestones are summarized below:

<u>Milestone Date</u>	<u>Description</u>
December 2017	Final Funding Decision
October 2017	TCC Implementation
October 2018	TCC Implementation
October 2019	TCC Implementation (If-Needed)
March 2020	Complete In-Canal Construction

**A-2 Project Description**

This project is a Section A Implementation Project and is part of OID's comprehensive plan for system modernization developed as part of its comprehensive 25-year WRP completed in 2007 and updated through the District's SB X7-7 AWMP adopted in 2012 and updated in 2015. The project consists of the first phase of districtwide implementation of the Rubicon TCC system to automatically coordinate operation of water level control structures along entire canals consisting of a series of reaches to maintain consistent flow rates to farmers and simultaneously eliminate operational spills, reducing spillage by approximately 4,170 AF annually. Until 2011, the OID conveyance system was manually operated with the exception of approximately 35 automated main canal and lateral headings. The majority of these headings were automated using the FlumeGate from Rubicon. In 2010, following the introduction of Rubicon's TCC technology and a comprehensive review of existing implementations in Australia, OID embarked on a pilot project to implement head-to-end installation of the TCC canal automation system on two of OID's primary laterals. The system became operational beginning in the 2011 irrigation season and was evaluated over the next few years to gain operational knowledge prior to expansion throughout the OID delivery system. The two laterals were selected to evaluate the system's effectiveness in reducing operational spill at the terminus of one lateral and in maintaining a desired operational flow rate at the terminus of the other lateral while also improving operational efficiency and enhancing service levels to farmers. The success of the pilot project has led OID to seek funding to implement an initial, broader phase of implementation that will ultimately be extended to the full District.

Efficient Water Management Practices (EWMPs) implemented as part of the project include the following:

- Increase flexibility in water ordering by, and delivery to, water customers within operational limits (CWC 10608.48.c(6)),
- Construct and operate supplier spill and tailwater recovery systems (CWC 10608.48.c(7)), and
- Automate canal control structures (CWC 10608.48.c(9)). Site location maps for the lateral canals and structures to be improved are provided in Exhibit J, Figure 1a through 1e. The following table summarizes the numbers and types of structures to be improved and gates to be installed and commissioned as part of the project.

Lateral	Heading Structures to Replace/Retrofit	Check/Spill Structures to Replace/Retrofit	Estimated Rubicon SlipMeters	Estimated Rubicon FlumeGates	Estimated Turnouts
Burnett	0	5	0	7	6
Hirschfeld	1	14	2	21	17
Kearney	0	8	0	12	11
Tulloch	2	4	2	6	6
<b>Totals</b>	<b>3</b>	<b>31</b>	<b>4</b>	<b>46</b>	<b>40</b>

For each lateral, the work will include replacement and retrofit of heading and water level control (check and spill) structures and delivery turnouts by OID, including fabrication and installation of walkways and handrails; supply, delivery, installation, commissioning, and programming of SlipMeters and FlumeGates by Rubicon; and construction and rehabilitation

of access roads for construction. Appurtenant activities including mobilization and demobilization, site preparation, and site cleanup will additionally be included.

Other work by Rubicon will include expansion of OID's existing TCC communication system to accommodate the new laterals including a radio path survey; upgrade of TCC server infrastructure to provide server redundancy, off-site hot-swap, and disaster recovery plan. Finally, Rubicon will provide staff training in the operation, management, and maintenance of the technology with an emphasis on skill development and change management.

### **Task 1 - Project Management and Administration**

Project management and administration are required to accomplish the work on schedule and within budget. OID's Project Manager, Eric Thorburn, P.E., will perform project management and administration duties, including day-to-day supervision of all project activities including implementing the environmental compliance plan, reviewing progress, and preparing project reports.

### **Task 2 - Engineering Surveying and Design**

OID has developed standard designs for structure retrofit and replacement as part of implementation of the pilot project in 2010 and 2011. Site specific designs will be prepared based on these standards by OID engineering staff along with surveying to determine site specific information. General specifications for structural concrete, walkways, and other site components are described in OID's standard specifications available at [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com).

### **Task 3 - Environmental and Cultural Resources Compliance and Permitting**

OID will be the lead agency for California Environmental Quality Act (CEQA) compliance. OID will identify the applicability of CEQA exemptions or required biological or ecological assessments or studies and engage specialists to conduct site investigations and prepare the required documents as needed. A cultural resources consultant with the necessary archaeological and architectural expertise will be engaged to prepare an evaluation to comply with state regulations for resource identification, evaluation, reporting, and protection.

### **Task 4 - TCC Implementation**

This task includes construction of structural improvements for 3 heading structures, 31 water level control/spill structures, and 40 delivery turnouts on the Burnett, Hirschfeld, Kearney, and Tulloch lateral canals. Additionally, Rubicon will be contracted by OID to supply, deliver, install, and commission FlumeGates and SlipMeters; expand OID's TCC communication system and IT infrastructure to accommodate the additional gates; and provide control engineering and software licenses for each site.

### **Task 5 - Monitoring and Verification**

OID will be monitoring operational spills, canal diversions, and other information to refine pre-project baselines and as the project is implemented to verify reductions in spillage and other benefits resulting from improved canal operations using TCC. In addition, OID will conduct consultations with system operators and customers to assess improvements in WUE resulting from the project and to identify opportunities to further optimize project implementation. Finally, OID will evaluate District vehicle usage records to verify reductions in fuel consumption and greenhouse gas (GHG) emissions resulting from decreased operator travel.



## **Task 6 - Public Outreach**

OID will feature the project in regular newsletters to inform District customers and other interested parties regarding ongoing implementation of the project. Additionally, this task will include presentations at landowner meetings and regular Board of Director meetings as the project progresses.

### **Benefits**

#### WATER QUANTITY

##### Qualitative Benefits: State

The project has the potential to provide an increase in water supply available to meet unmet demands or provide other benefits locally, regionally or statewide. Reductions in operational spillage and farm deliveries resulting from the project will allow OID to retain additional supplies in the federally owned New Melones Reservoir and other reservoirs in the basin owned and operated by OID and South San Joaquin Irrigation District (SSJID) or other facilities outside the basin in facilities owned by others. These conservation savings can be made available to strategically increase water supplies locally, regionally, or statewide.

For example, OID installed a deep well system in the 1940s and 50s to supply groundwater to canal reaches that were under sized during construction. The project's ability to improve water use efficiency in the laterals will allow OID to pump less groundwater from the aquifer in meeting crop demand. Allowing for increased surface water use by others will provide the benefit of reducing dependence on groundwater in many areas in OID.

Water savings in OID occur primarily during the April to October irrigation season in proportion to historical diversions. Water savings during this period can be retained in upstream reservoirs and thereby offer some drought resiliency during periods of limited water supply. "Doing more with less" with water supplies during droughts is a major drive of OID's Water Resources Plan. The duration of these benefits are based on the estimated project life of 30 years; however, it is anticipated that the benefits will occur over a much longer period, as OID anticipates maintaining the project improvements and replacing infrastructure as needed in the future.

##### Qualitative Benefits: Locally

Local water quantity benefits are expected to be minimal in most years due to OID's pre-1914 water rights and agreement with U.S. Bureau of Reclamation (USBR), which generally provide adequate supply from the Stanislaus River to meet customer demands. During years of extreme shortage, water conserved through the project in the near-term could be used to meet local unmet crop demands.

The improved operational efficiency provided by the project will free up canal space for more delivery of surface water. OID currently has constriction points in its water delivery system that requires it to run its deep wells downstream of those points in order to meet crop demand. The freed up canal capacity made possible by the project can now be utilized by providing surface water and allow for less groundwater pumping of the aquifer to meet crop demand.

The Sustainable Groundwater Management Act (SGMA) and development of GSPs will likely include the expansion of Conjunctive Use Programs in irrigation districts to enhance utilization and management of both surface and groundwater supplies.

OID and the City of Oakdale are discussing the diversification of the City's municipal water supply. Currently the City is 100% dependent on groundwater meeting all its municipal

demand. Again, with SGMA and pending GSPs in the future, the ability of OID to meet the need of the City to diversify its water supply will only be possible with additional water conservation efforts like the current project provides.

Quantitative Benefits: State

The project will result in an estimated reduction in spillage of 4,170 AF annually. This estimation is based on documented savings from the TCC pilot program of 215 AF per mile of improved lateral system, applied to 19.4 miles to be improved as part of the project (4,170 = 215 x 19.4).

The conserved project water will provide additional drought resiliency to OID and allow for more water delivery for crop production during dry hydrologic cycles.

Quantitative Benefits: Local

Up to the full 4,170 AF conserved could be used to meet local unmet demands as may be identified. This estimation is based on spillage reduction of 215 AF per mile per year for the 19.4 miles of laterals to be improved. Spillage reduction per mile has been documented based on the 2011 TCC pilot project.

INSTREAM FLOW

The project will result in an estimated reduction in spillage and farm runoff of 4,170 AF annually. Currently this water leaves OID and is picked up by other irrigation districts to meet their ET demand. OID will utilize this conserved water to replace groundwater pumping that currently meets in-district ET demand

OID does not anticipate local instream flow benefits or impacts as a result of the project.

WATER QUALITY

Qualitative Benefits: State

The project will improve water delivery to the farm gate. Better water deliveries to the farm gate allows farmers to better manage the application of water on-farm. That improved efficiency and associated management improvements on-farm will reduce the water (drain water) leaving the farm. That reduction of farm drainage water has a corollary reduction in the contaminant loading generally associated with farm drainage water.

OID anticipates the project will provide a reduction of contaminant loading to the drain water leaving OID.

Qualitative Benefits: Local

The project is anticipated to reduce both operational spill and farm drainage as has been outlined above. Such improvements and associated contaminate reduction from on-farm drain water will help our local farmers in their efforts in compliance with the State of California's Irrigated Lands Program.

Quantitative Benefits: State

Water quality benefits for the project are difficult to predict at this time. Monitoring efforts post project may provide some ability to quantify these benefits.

Quantitative Benefits: Local

Water quality benefits for the project are difficult to predict at this time. Monitoring efforts post project may provide some ability to quantify these benefits.

### ENERGY

Some reduction in OID operator fuel consumption of 700 gallons per year is expected as a result of the project. Based on an emission factor for gasoline of 8.78 kg CO<sub>2</sub>/gallon, this translates to a reduction in GHG emissions of 6,146 kg CO<sub>2</sub> per year (6,146 = 700 x 8.78).

### OTHER BENEFITS

Operator safety is expected to increase as a result of the project due to drastic reduction of the need for regular weir and gate adjustments through system automation. Increased safety is estimated to result in savings of \$50,000 annually in reductions in lost time and insurance costs.

The project is expected to result in a modest reduction in OID canal operator travel, fuel consumption, and resulting GHG emissions. The reduction in travel will be made possible through automation of control structures on four lateral canals. These GHG reductions will occur during the April to October irrigation season.

Due to a relatively fixed cost of operating and maintaining its canal system, OID does not anticipate a net reduction in operations and maintenance costs (O&M) resulting from implementation of the project; instead, O&M costs are expected to increase as a result of the project to maintain new automated canal gates. However, local benefits are expected to occur including:

- Increased operator safety with the potential for reduced costs of employee injury,
- Improved delivery service to customers including more flexible deliveries that will lead to increased crop production and profitability in some cases, and
- Net reduction in OID vehicle mileage and fuel consumption and associated costs.

Potential reductions in GHG reductions associated with the project have been estimated based on reduced operator fuel consumption. Reductions are estimated based on reduced fuel consumption of 700 gallons per year, assuming a reduction in operator mileage of 40 miles per day over a 210-day irrigation season for vehicles consuming 12 miles per gallon.

### **Deliverables**

The Funding Recipient is responsible for the following general deliverables:

- Quarterly reports documenting progress, task completion, and project success, see Exhibit F, Attachment 1.
- Draft Final Report - The draft final report and associated data are due at Agreement end date, see Exhibit F, Attachment 2.
- Final Report - Due approximately three months following the Agreement end date, see Exhibit F, Attachment 2.
- Annual Updates on Benefits and Costs for 5 consecutive years, see Exhibit F, Attachment 3.
- Projected benefits will be validated through data analysis and reported according to Monitoring and Verification Plan (Exhibit A-3).

The Funding Recipient is responsible for the following task-specific deliverables:

- Task 1. Quarterly, annual, and final project reports. Disbursement requests. Post-project performance reports.
- Task 2. Final plans and specifications.
- Task 3. Environmental and cultural resources permit documents.
- Task 4. Inspection reports, as-built drawings, and gate manufacturer documentation.
- Task 5. Monitoring data summaries (included in monitoring reports).
- Task 6. Public outreach materials.

### **A-3 Project Monitoring and Evaluation Plan**

#### Pre-Project Conditions, Baseline Data, Assumptions and Accuracy of Data

Savings from the project will be determined using a verification-based planning approach based on detailed historical water balance analysis completed as part of OID's AWMP, as described by the AWMC (2004). For each of the flow paths (spillage, farm deliveries, boundary outflows, and OID diversions) targeted for reduction as part of the project, pre-project and post-project conditions will be compared to evaluate WUE benefits achieved.

**Spillage Reduction.** Pre-project conditions have been quantified based on monitoring of operational spillage at ten spill sites for the period 2005 to 2014. Spillage data from individual sites are monitored using a combination of devices, including SonTek-IQ flowmeters, weirs instrumented using a datalogger and pressure transducer, and Rubicon FlumeGates. Data reported for each site were quality-controlled as part of development of the District's detailed water balance for the period 2005 to 2014 included in the OID AWMP available at <http://www.water.ca.gov/wateruseefficiency/sb7/planlist2015.cfm>. As part of the water balance analysis, it is estimated that monitored spills represent approximately 60 percent of the irrigated area in the District. In addition to the analysis of historical spillage prepared for the OID water balance, additional spill monitoring will be implemented during the 2016 and 2017 irrigation season at selected sites to validate and refine existing pre-project spillage estimates.

**Farm Deliveries.** Farm deliveries are recorded by OID operators in the District's STORM water ordering and delivery measurement software implemented in 2015 and have been estimated through the OID water balance for the period 2005 to 2014 with an estimated uncertainty of +/-9%. OID is implementing additional delivery measurement improvements that will increase measurement accuracy over time as funding allows. Farm delivery estimates for recent years will be used to establish pre-project baseline data to quantify project benefits from improved delivery flexibility to farms.

**Boundary Outflows.** Pre-project boundary drain outflows have been estimated as part of the OID water balance. Reductions in operational spills and farm deliveries are expected to result in reduced outflows from drains leaving the District as a result of the project. Similar to spill sites, pre-project conditions have been quantified based on monitoring of boundary outflows at 10 outflow sites for the period 2005 to 2014. Drainage data from individual sites are monitored using a combination of devices. Data reported for each site were quality-controlled as part of development of the District's detailed water balance for the period 2005 to 2014 included in the OID AWMP.

**Diversions.** OID diversions from the Stanislaus River are measured daily with an estimated uncertainty of +/-5%. Reductions in operational spillage and farm deliveries are expected to correspond to reductions in diversions due to a lack of unmet demands in OID in most years.

**Vehicle Travel and Fuel Consumption.** Vehicular mileage and fuel consumption are tracked by OID for distribution system operator (DSO) vehicles and other District vehicles. Pre-project mileage and fuel consumption will be compiled for DSO service areas affected by the project. Current vehicle usage is approximately 30,000 miles per vehicle per year, representing consumption of approximately 2,500 gallons of gasoline per vehicle.

#### Monitoring Plan and Performance Measures

Project **output indicators** will be measured to quantify implementation of the project. Output indicators will include the following:

- The number of structures replaced/retrofitted,
- The number of automated flow control and water control gates installed, and
- The number and miles of lateral canals for which TCC is completed.
- Project **outcome indicators** and results will be measured by comparing pre- and post-project conditions, normalized for differences in weather, hydrology, and other factors. Pre-project conditions have been established and will be validated and refined as described above. Post-project conditions will be established through monitoring as part of initial implementation of the project and for a period of 5 years following project completion.
- Water Savings from the project will be calculated as the pre-project volume of water used for a particular flow path (e.g., spillage or farm deliveries), minus the post-project volume of water used. Fuel and mileage reduction will similarly be calculated as the pre-project quantity minus the post-project quantity.
- The OID Project Manager will work with operations staff, OID customers, and others as appropriate to document how water saved through the project was used (e.g., water retained in storage, water released to provide instream flow or improved water quality in the Stanislaus River and Delta, water used to meet unmet demands during drought, etc.). Additionally, OID staff will evaluate pre- and post-project vehicle usage and fuel consumption to quantify reductions in fuel consumption and GHG emissions resulting from decreased operator travel.

Pre-project baseline flow path estimates are based on a detailed water balance developed for the 10-year period from 2005 to 2014. These estimates are expected to reasonably represent long-term average pre-project conditions. Validation and refinement of these estimates will be conducted during the 2016 irrigation season. Post-project measurements of spillage, farm deliveries, boundary outflows, and diversions will be normalized to represent long-term average post-project conditions by considering differences in weather, hydrology, land use, and other factors differing between the post- and pre-project periods.

Data collected for monitoring and verification will be compiled, quality-controlled, analyzed, and summarized as part of the project. Data collected will be collected from several sources including water balance analysis, autonomous field sensors, the District's STORM system, and the TCC SCADAConnect system (once implemented for the lateral canals included as part of

the project). All data used for monitoring and verification will be quality-controlled and compiled in an MS Access database or Excel spreadsheet for purposes of analysis, summarization, and reporting. Data used for monitoring and verification will be reported in annual reports and the final project report.

Monitoring to validate and refine baseline spillage estimates and to determine spillage following project implementation is an integral part of the project. Much of the data to evaluate post-project conditions will be generated and stored in databases created through implementation of the project. As a result, additional costs of monitoring are expected to be relatively small. A budget of \$59,455 is estimated for implementation of the Monitoring and Evaluation Plan, representing approximately one percent of the total budget; however, OID will complete monitoring and verification as an in-kind contribution of staff time and will not request that this cost be reimbursed as part of the project.

#### **A-4 Qualification of Applicants and Cooperators**

The project will be managed by OID's Water Operations and Engineering Manager, Eric Thorburn, P.E. OID has in-house capability to execute this project without substantial external support other than Rubicon, who will provide automated canal gates. Mr. Thorburn is supported by two additional staff engineers; the general manager (also a licensed P.E.); and OID operations, maintenance, and administrative staff. Rubicon has performed well in the past, including the TCC pilot study completed in 2011.

#### **A-5 Outreach, Community Involvement, and Acceptance**

##### Outreach

OID has conducted extensive outreach over more than a decade through the development and implementation of the District's comprehensive 25-year WRP, which was finalized in 2007. Public outreach included completion of a Programmatic Environmental Impact Report (EIR) involving input from a wide range of local stakeholders. As part of implementation of the WRP, OID conducts regular outreach through grower newsletters, meetings, Board of Director press releases, and presentations at regular and special Board meetings. OID has conducted additional outreach through the preparation and update of its AWMP, which provides 5-year updates on WRP implementation and water management within OID.

As part of the project, OID will conduct outreach to District customers and other interested parties at the beginning of the project and as implementation is achieved. Outreach will include preparation and dissemination of written descriptions of the project through newsletters, fliers, or other means. Outreach materials will additionally be made available through the District's website.

Formal presentations regarding the project will be made at publicly noticed meetings at project outset and following implementation. These meetings will include annual landowner meetings and/or regular Board of Directors meetings.

It is anticipated that the results of the project will additionally be presented more broadly through organizations such as the California Irrigation Institute and the U.S. Committee on Irrigation and Drainage. These presentations will be prepared and provided by professionals involved in the project.

All public outreach will acknowledge agencies funding the project, and agency staff will be invited and encouraged to participate in outreach activities.

### Community Involvement

As described above, OID has included District landowners and the surrounding community in the development and implementation of the WRP and will continue to do so as projects supporting the WRP are implemented, including this project. Outreach materials will be made available to the community at large on the OID website and through press releases. Additionally, meetings to provide presentations describing the project will be made at public meetings. Through implementation of ongoing local, regional, and state water management efforts, OID regularly coordinates closely with a variety of parties including surrounding counties, neighboring water suppliers, farm bureau, cities, state and federal water and wildlife managers, and other local interest groups.

### Acceptance

This project has been supported by District customers and the surrounding community through their support of the WRP and experience with the TCC pilot project completed in 2011.

### **A-6 Schedule for Progress Reports and Payments:**

#### Project Progress Reports/Invoices/Deliverables Completion Dates

- A Quarterly Project Progress Report and invoice is due every three months after execution of Agreement.
- A Draft Final Report is due by Agreement end date.
- A Final Report and Retention invoice is due three months following Agreement end date.
- Annual Report of Benefits and Costs are due once a year for five consecutive years following the anniversary of Agreement end date.

**Exhibit B  
 BUDGET**

**APPLICANT: 43 OAKDALE IRRIGATION DISTRICT**

Tasks/subtasks (I)	Year 1 \$	Year 2 \$	Year 3 \$	Total \$	Contingency % (III)	Cost + Contingency \$ (IV)	Applicant Cost Share, \$ (V)	State Share, \$ (VI)	Life of Investment, Year (VII)	Annualized Costs (IX)
<b>(a) Task 1-Administration/ Management<sup>1</sup></b>										
subtask 1-Admin/Management	\$ 89,183	\$ 59,456		\$ 148,639		\$ 148,639	\$ 148,639		30	\$10,798
subtask 2-				-						----
<b>subtotal, Administration Costs</b>	<b>\$ 89,183</b>	<b>\$ 59,456</b>	<b>-</b>	<b>\$ 148,639</b>		<b>\$ 148,639</b>	<b>\$ 148,639</b>	<b>-</b>		<b>\$ 10,798</b>
<b>(b) Task 2-Engineering Surveying &amp; Design</b>										
subtask 1-Surveying & Design	\$ 237,822			\$ 237,822		\$ 237,822	\$ 237,822		30	\$17,278
subtask 2-				-						----
<b>subtotal, Task 2</b>	<b>\$ 237,822</b>	<b>-</b>	<b>-</b>	<b>\$ 237,822</b>		<b>\$ 237,822</b>	<b>\$ 237,822</b>	<b>-</b>		<b>\$ 17,278</b>
<b>(c) Task 3-Environmental &amp; Cultural Resources Compliance &amp; Permitting</b>										
subtask 1- Compliance & Permitting	\$ 59,455			\$ 59,455		\$ 59,455	\$ 59,455		30	\$4,319
subtask 2-				-						----
<b>subtotal, Task 3</b>	<b>\$ 59,455</b>	<b>-</b>	<b>-</b>	<b>\$ 59,455</b>		<b>\$ 59,455</b>	<b>\$ 59,455</b>	<b>-</b>		<b>\$ 4,319</b>
<b>(d) Task 4-TCC Implementation</b>										
subtask 1-TCC Implementation	\$ 5,405,037			\$ 5,405,037	10	\$ 5,945,541	\$ 2,972,771	\$ 2,972,770	30	\$431,937
subtask 2-				-						----
<b>subtotal, Task 4</b>	<b>\$ 5,405,037</b>	<b>-</b>	<b>-</b>	<b>\$ 5,405,037</b>		<b>\$ 5,945,541</b>	<b>\$ 2,972,771</b>	<b>\$ 2,972,770</b>		<b>\$ 431,937</b>
<b>(e) Task 5-Monitoring &amp; Verification</b>										
subtask 1-Monitoring & Verification	\$ 35,673	\$ 23,782		\$ 59,455		\$ 59,455	\$ 59,455		30	\$4,319
subtask 2-				-						----
<b>subtotal, Task 5</b>	<b>\$ 35,673</b>	<b>\$ 23,782</b>	<b>-</b>	<b>\$ 59,455</b>		<b>\$ 59,455</b>	<b>\$ 59,455</b>	<b>-</b>		<b>\$ 4,319</b>
<b>(f) Task 6-Public Outreach</b>										
subtask 1-Public Outreach	\$ 29,728	\$ 29,727		\$ 59,455		\$ 59,455	\$ 59,455		30	\$4,319
subtask 2-				-						----
<b>subtotal, Task 6</b>	<b>\$ 29,728</b>	<b>\$ 29,727</b>	<b>-</b>	<b>\$ 59,455</b>		<b>\$ 59,455</b>	<b>\$ 59,455</b>	<b>-</b>		<b>\$ 4,319</b>
<b>(g) Task 7 -</b>										
subtask 1 -				-						----
subtask 2 -				-						----
<b>subtotal, Task 7</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>(h) Task 8 -</b>										
subtask 1 -				-						----
subtask 2 -				-						----
<b>subtotal, Task 8</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>(i) Task 9 -</b>										
subtask 1 -				-						----
subtask 2 -				-						----
<b>subtotal, Task 9</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>(j) Task 10 -</b>										
subtask 1 -				-						----
subtask 2 -				-						----
<b>subtotal, Task 10</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>(k) TOTAL</b>	<b>\$5,856,898</b>	<b>\$112,965</b>	<b>\$0</b>	<b>\$5,969,863</b>		<b>\$6,510,367</b>	<b>\$3,537,597</b>	<b>\$2,972,770</b>		<b>\$472,971</b>
<b>(l) Cost Share - Percentage</b>							54%	46%		

1 - excludes administration Operation & Maintenance.



**Exhibit C**  
**SCHEDULE**

Task	2017					2018					2019					2020														
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Task 1: Project Management and Administration	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 2: Engineering, Surveying and Design	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 3: Environmental and Cultural Resources Compliance & Permitting	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 4: TCC Implementation	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 5: Monitoring and Verification	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 6: Public Outreach	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

**Exhibit D**  
**STANDARD CONDITIONS**

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- a) Separate Accounting of Funding Disbursements: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
  - b) Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law and placed in a non-interest bearing account.
  - c) Remittance of Unexpended Funds: Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT: Funding Recipient shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Funding Agreement.
- D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Funding Recipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- D.4) AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.
- D.5) AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- D.6) APPROVAL: This Funding Agreement is of no force or effect until signed by all Parties to the agreement. Funding Recipient may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.
- Pursuant to California Government Code § 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later.
- D.8) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for the Water Use Efficiency Grant Program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS: As required in California Water Code § 79038(b), Funding Recipient shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Scope of Work, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (California Public Resources Code §21000 et seq.), including but not limited to tribal consultation

requirements pursuant to sections 21080.3.1 and 21080.3.2 of the Public Resources Code, as applicable. Information on CEQA may be found at the following links:

Environmental Information: [ceres.ca.gov/index.html](http://ceres.ca.gov/index.html)

California State Clearinghouse Handbook: [ceic.resources.ca.gov/](http://ceic.resources.ca.gov/)

- D.11) CHILD SUPPORT COMPLIANCE ACT: For any Funding Agreement in excess of \$100,000, the Funding Recipient acknowledges in accordance with California Public Contract Code § 7110, that:
- a) The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the California Family Code; and
  - b) The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Funding Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Funding Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
- D.14) COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST: All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, California Government Code § 1090 and California Public Contract Code §§ 10410 and 10411, for State conflict of interest requirements.
- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any

State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, California Government Code § 87100 et seq.
- d) Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
  - a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees,

contractors, or subcontractors for violations, as required by California Government Code § 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by California Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - i) The dangers of drug abuse in the workplace,
  - ii) Funding Recipient's policy of maintaining a drug-free workplace,
  - iii) Any available counseling, rehabilitation, and employee assistance programs, and
  - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by California Government Code § 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
  - i) Will receive a copy of Funding Recipient's drug-free policy statement, and
  - ii) Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.19) EASEMENTS: N/A

D.20) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Funding Recipient shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

D.21) FUNDING RECIPIENT COMMITMENTS: Funding Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.

D.22) FUNDING RECIPIENT NAME CHANGE: Approval of the State's Program Manager is required to change the Funding Recipient's name as listed on this Funding Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.23) GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.24) INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Funding Agreement, and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers,

agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Funding Agreement.

- D.25) INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.26) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the Parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the Parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.27) INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.28) LABOR CODE COMPLIANCE: The Funding Recipient will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, § 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code § 1720.4), labor compliance programs (California Labor Code § 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under California Labor Code § 1771.3.

For Projects that receive funding pursuant to the provisions of Proposition 84, the agreement will require the sponsor to submit verification of a labor compliance program acceptable to the department that meets the requirements of California Labor Code § 1771.5. Written evidence of the labor compliance program will need to be submitted to the department before the Project is funded

- D.29) MODIFICATION OF OVERALL SCOPE OF WORK: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State in writing.
- D.30) NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass,

or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (CA Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, § 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Funding Agreement by reference and made a part hereof as if set forth in full. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Funding Recipient certifies by signing this Funding Agreement, under penalty of perjury under the laws of State of California that Funding Recipient is in compliance with California Public Contract Code §10295.3.
- D.32) OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either Party hereto, 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.
- D.33) PERFORMANCE AND ASSURANCES: Funding Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under California Welfare and Institutions Code §11200 in accordance with California Public Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its



obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.36) REMEDIES NOT EXCLUSIVE: The use by either Party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION: The State, at its discretion, may withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Withheld funds may be released upon completion of milestones identified in the Scope of Work.
- D.38) RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, California Government Code § 6250 *et seq.* Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.40) SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both, and Funding Recipient may be subject to debarment if the State determines that:
- a) Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - b) Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.41) SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the Parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.42) TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.43) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, the State may terminate this Funding Agreement and be relieved of any payments should

Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.

- D.44) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.45) THIRD PARTY BENEFICIARIES: The Parties to this Funding Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Funding Agreement, or any duty, covenant, obligation or understanding established herein.
- D.46) TIMELINESS: Time is of the essence in this Funding Agreement
- D.47) TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Travel and per diem expenses to be reimbursed under this Funding Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm> or its successor website. For the purpose of computing such expenses, Funding Recipient's designated headquarters shall be: 1205 East F Street, Oakdale, CA 95361. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.48) UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of California Government Code § 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- a) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - b) Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - c) Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- D.49) If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.50) WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the Parties here to that from time to time either Party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either Party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

D.51) WORKERS' COMPENSATION: Funding Recipient affirms that it is aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Funding Agreement and will make its contractors and subcontractors aware of this provision.

**Exhibit E**

**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

2531

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

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

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

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

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

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

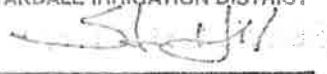
**OAKDALE IRRIGATION DISTRICT**

  
Steve Webb, President  
Board of Directors

  
Steve Knell, P.E.  
General Manager/Secretary

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file with the Oakdale Irrigation District.

OAKDALE IRRIGATION DISTRICT

  
Steve Knell, P.E.  
General Manager/Secretary

**Exhibit F**

**REPORT FORMATS AND REQUIREMENTS**

The following reporting formats should be used. Please obtain State approval prior to submitting a report in an alternative format.

Attachment 1: Quarterly Progress Report

Attachment 2: Draft/Final Report

Attachment 3: Post-Project Annual Report of Benefits and Costs

Exhibit F- Attachment 1  
**DWR 2015 Agricultural Water Use Efficiency Grant (Prop 1)**  
**Quarterly Progress Report**

**Report Date:**  
**Agreement Number:**  
**Project Title:**  
**Funding Recipient:**  
**Contact Person:**  
**Phone:**  
**Email:**

**Quarter End Date:**

**Total State Funds Expended to Date:** \$ \_\_\_\_\_

\_\_\_\_\_  
 Signed, Reviewed by Designated Representative

**Progress Achieved:**

Project Component	Cumulative	Funds Expended This Reporting Period			
		Task Number and Description	% Complete	DWR Grant	Local Cost Share
Task 1 <i>(Description)</i>					
Task 2, Subtask 2.1 <i>(Description)</i>					
Task 2, Subtask 2.2 <i>(Description)</i>					
Task 3 <i>(Description)</i>					

**Activities Performed:**

- By task, describe the activities and deliverables completed during the reporting period to justify expenditures and reported progress.
- State the progress toward completion of the tasks compared to the Project schedule - Is the project on schedule or are there problems and delays?

**Description of Estimated Benefits to Date:**

Water Quantity – Local and State (list units in acre feet)

- Annual water savings reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)
- Total water savings for the life of the project reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)

In-stream Flow – Local and State (list units in acre feet)

Water Quality – Local and State

Drought Mitigation(s) -

Water Shortage Management -

Energy savings – Local and State (list units in kilowatts)

**Next Quarter Projections:**

Describe planned activities, by task, for the next quarter.

**Please submit to your DWR Project Manager one original of the progress report along with the invoice.**

**Activities Performed:**

- By task, describe the activities and deliverables completed during the reporting period to justify expenditures and reported progress.
- State the progress toward completion of the tasks compared to the Project schedule - Is the project on schedule or are there problems and delays?

**Description of Estimated Benefits to Date:**

Water Quantity – Local and State (list units in acre feet)

- Annual water savings reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)
- Total water savings for the life of the project reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)

In-stream Flow – Local and State (list units in acre feet)

Water Quality – Local and State

Drought Mitigation(s) -

Water Shortage Management -

Energy savings – Local and State (list units in kilowatts)

**Next Quarter Projections:**

Describe planned activities, by task, for the next quarter.

**Please submit to your DWR Project Manager one original of the progress report along with the invoice.**



Exhibit F- Attachment 2

**DWR 2015 Agricultural Water Use Efficiency Grant (Prop 1)  
Draft/Final Report**

**Report Date:**  
**Agreement Number:**  
**Project Title:**  
**Funding Recipient:**  
**Contact Person:**  
**Phone:**  
**Email:**

---

Signed, Reviewed by Designated Representative

**Description of Project Goals and Objectives**

- List the original goals and objectives
- Detail of DWR-approved changes and/or adjustments made during the project
- Detail of causes to support changes and/or adjustments

**Project Tasks**

- As identified in the Agreement
- Tasks as actually performed
- Detail of causes to support changes and/or adjustments
- Detail of DWR-approved changes and/or adjustments throughout the project by task

**Description of Expected Project Benefits (As Stated in the Proposal)**

**Water Quantity** – Local and Bay Delta/State (list units in acre feet). Include a description of:

- Annual water savings reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)
- Total water savings for the life of the project reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)

Local

Bay Delta/State

**In-stream Flow** – Local and Bay Delta/State (list units in acre feet)

Local

Bay Delta/State

**Water Quality** – Local and Bay Delta/State

Local

Bay Delta/State

**Energy savings/GHG Emission Reductions** – Local and State (list units in kilowatts)

**Other** – Include economic, environmental, drought mitigation, water shortage management, or other benefits, if any

**Description of Actual Project Benefits (Achieved After Completion of the Project)**

**Water Quantity** – Local and Bay Delta/State (list units in acre feet). Include a description of:

- Annual water savings reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)
- Total water savings for the life of the project reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)

Local

Bay Delta/State

**In-stream Flow** – Local and Bay Delta/State (list units in acre feet)

Local

Bay Delta/State

**Water Quality** – Local and Bay Delta/State

Local

Bay Delta/State

**Energy savings/GHG Emission Reductions** – Local and State *(list units in kilowatts)*

**Other** – Include economic, environmental, drought mitigation, water shortage management, or other benefits, if any

**Description of Project Costs:**

- Describe costs of this project including local, State share, and any other costs
- Changes and/or adjustments throughout the project (if any)
- Causes to support changes and/or adjustments

**Monitoring and Assessment** [Describe in detail]

- Qualitatively/quantitatively describe pre-project condition(s) that are expected to be improved by implementation of this project
- How monitoring and assessment was conducted for pre-project condition(s) and tools/methods/measures used for monitoring & assessment
- How monitoring and assessment was conducted for post-project condition(s) and tools/methods/measures used for monitoring & assessment
- Main indicators of success to achieve goals/objectives of this project
- How you will continue monitoring and assessment for post-project Annual Reports
- Changes and/or adjustments throughout the project (if any)
- Causes to support changes and/or adjustments

**Deliverables**

- Deliverables (reports, maps, flyers, environmental documents, etc) that were submitted to the Department as part of implementation of this project
- Changes and/or adjustments throughout the project (if any)
- Reasons of support changes and/or adjustments

**Schedule or Timeline for Progress/Payment/Final Report**

- Details of changes and/or adjustments throughout the project by task and overall
- Details of causes to support changes and/or adjustments

**Cooperators**

- Description of each cooperator/sub-contractor
- Details of each cooperator's performance and impacts on the outcome of this project

**Final Statement**

- Summary of expected and realized benefits/costs

Exhibit F – Attachment 3

**DWR 2015 Agricultural Water Use Efficiency Grant (Prop 1)  
Post-Project Annual Report of Benefits and Costs**

**Annual reports of benefits and costs are required to be submitted for five (5) consecutive years after the agreement end date.**

**Report Date:**  
**Agreement Number:**  
**Project Title:**  
**Funding Recipient:**  
**Contact Person:**  
**Phone:**  
**Email:**

---

Signed, Reviewed by Designated Representative

**Description of Benefits and Costs**

- Was there any revision in benefits and costs since the completion of the project?
- Describe the impacts of the implementation of the project on the Funding Recipient's water management since the project was completed.

**Water Quantity** – Local and State (list units in acre feet)

- Annual water savings reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)
- Total water savings for the life of the project reported as:
  - Recoverable (applied water reduction)
  - Irrecoverable (real water or net water savings)
- List targeted watershed, rivers and tributaries conveying water to the Bay-Delta.

**In-stream Flow** – Local and State (list units in acre feet)

- List targeted watershed, rivers and tributaries conveying water to the Bay-Delta.

**Water Quality** – Local and State

- List targeted watershed, rivers and tributaries conveying water to the Bay-Delta.

**Drought Mitigation(s)** –

**Water Shortage Management** –

**Energy** – Local and State (list units in kilowatts)

**Other** – Include economic or environmental benefits if any.

## Exhibit G

### REQUIREMENTS FOR DATA SUBMITTAL

#### Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F, if applicable.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Scope of Work contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/water\\_issues/programs/gama/](http://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Funding Recipient can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [http://www.swrcb.ca.gov/water\\_issues/programs/gama/contact.shtml](http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml)

#### Groundwater Level Data

For each project that collects groundwater level data, Funding Recipient will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, if applicable. Information regarding the WDL and in what format to submit data in can be found at:

<http://wdl.water.ca.gov/>

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Funding Recipient will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>

#### Aggregated Farm Gate Delivery Report

Each Funding Recipient or cooperator that is also an agricultural water supplier delivering 2,000 acre-feet of water or providing water to more than 2,000 acres of irrigated land must submit an aggregated farm gate delivery report using the form at:

<http://www.water.ca.gov/wateruseefficiency/agricultural/farmgatedelivery.cfm>

#### Surface Water Diversion Reporting

Each Funding Recipient and any cooperators that divert or store more than 10 acre-feet of surface water must measure and report diversions in accordance with the State Water Board monitoring and reporting. Details and information can be found at:

[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/measurement\\_regulation/](http://www.waterboards.ca.gov/waterrights/water_issues/programs/measurement_regulation/)

**Exhibit H**  
**STATE AUDIT DOCUMENT REQUIREMENTS AND**  
**FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.



Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

**Funding Match Guidelines**

Funding Match (often referred to as cost share) consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Funding Recipient (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provide by the Funding Recipient. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Funding Recipient for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s)
  - b. Purpose for which the contribution was made (tied to project work plan)
  - c. Name of contributing organization and date of contribution

- d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
  - e. Person's name and the function of the contributing person
  - f. Number of hours contributed
  - g. If multiple sources exist, these should be summarized on a table with summed charges
  - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Funding Recipient's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
  3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Funding Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Funding Agreement.
  4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Funding Recipient's accounting system.

## Exhibit I

### POST-CONSTRUCTION MONITORING AND MAINTENANCE PLAN COMPONENTS

#### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

#### Monitoring and Maintenance Plan

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (ex: resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)

Exhibit J  
PROJECT LOCATION

Figure 1a. Burnett Lateral Site Locations.

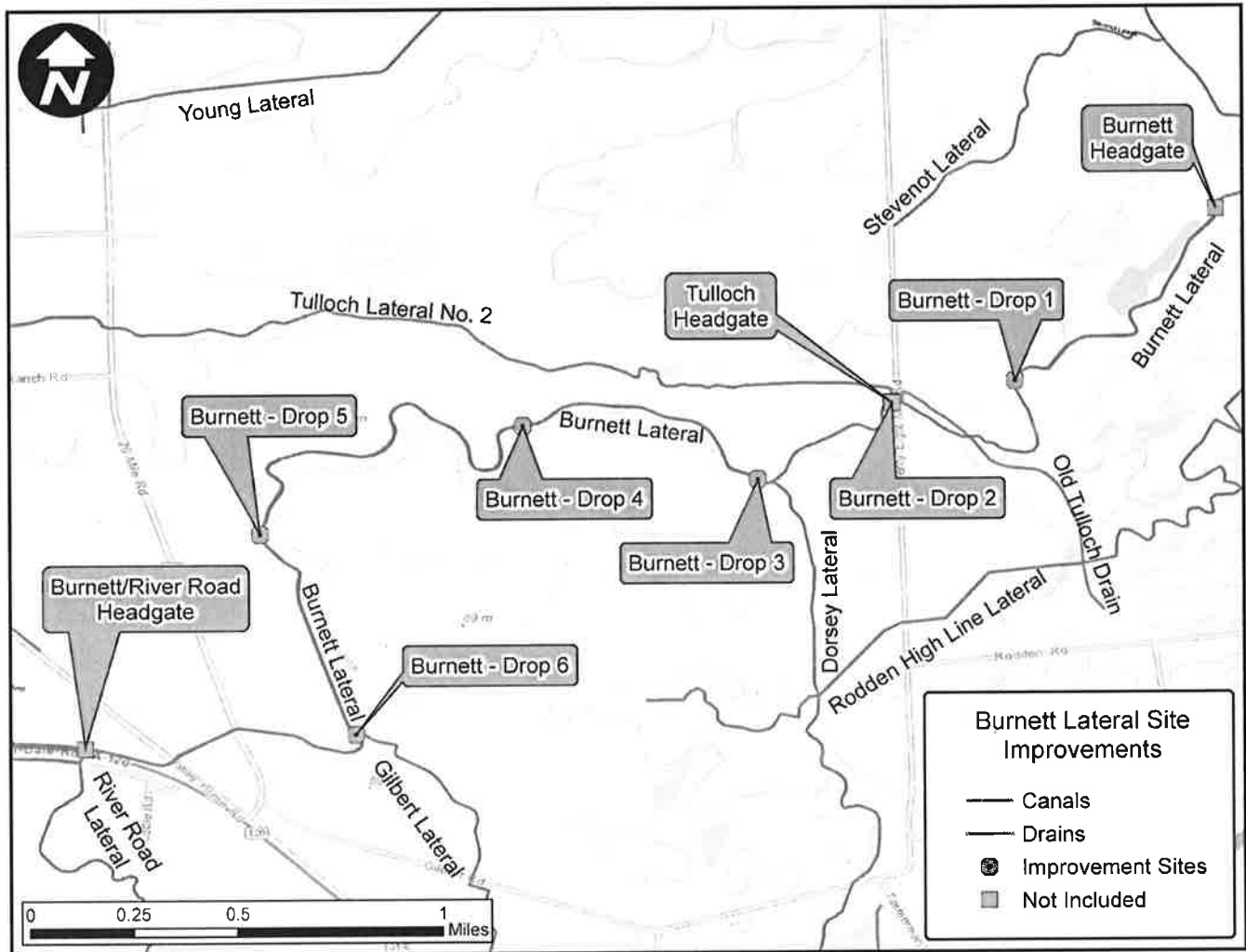


Figure 1b. Hirschfeld Lateral Site Locations (Map 1 of 2).

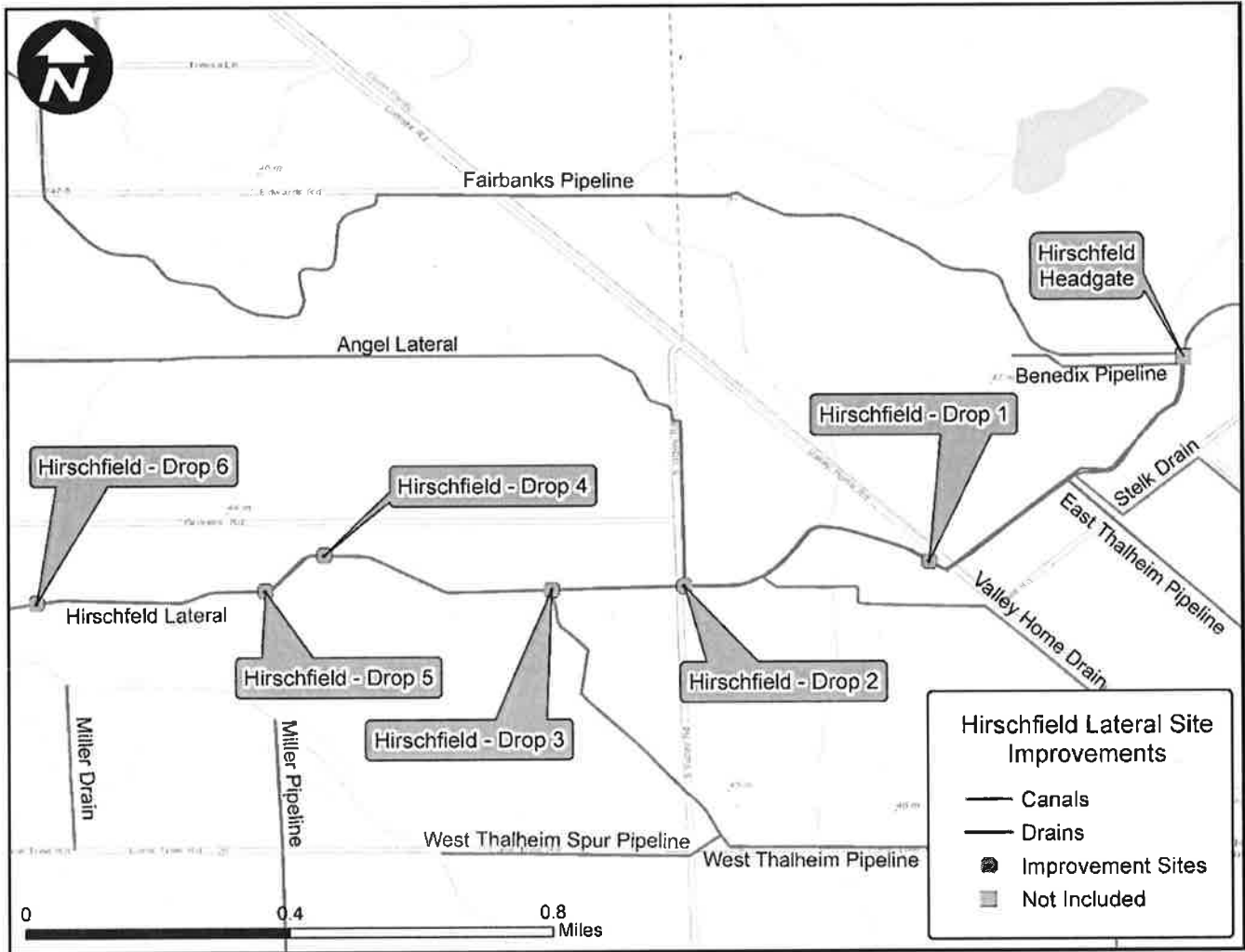


Figure 1c. Hirschfeld Lateral Site Locations (Map 2 of 2).

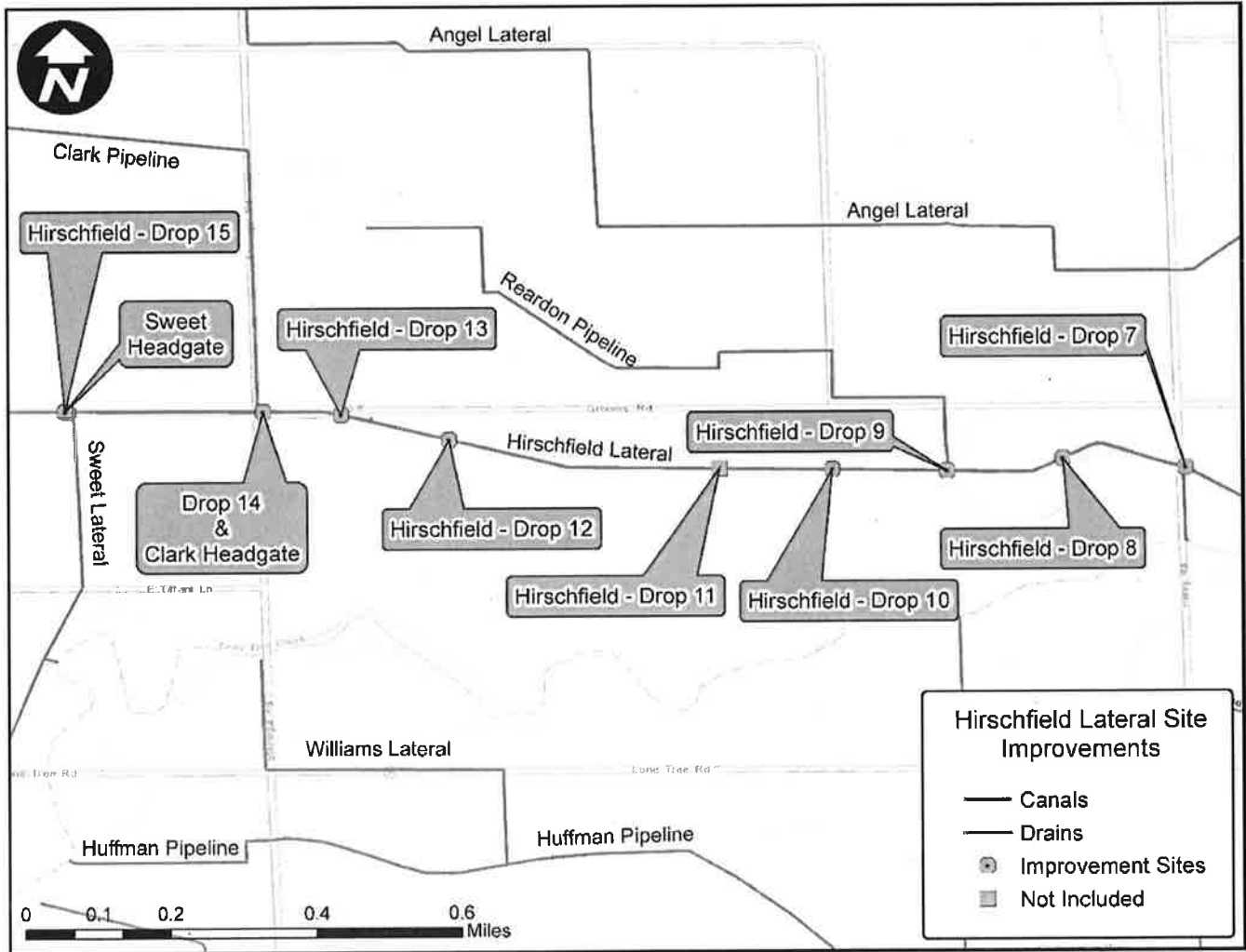


Figure 1d. Kearney Lateral Site Locations.

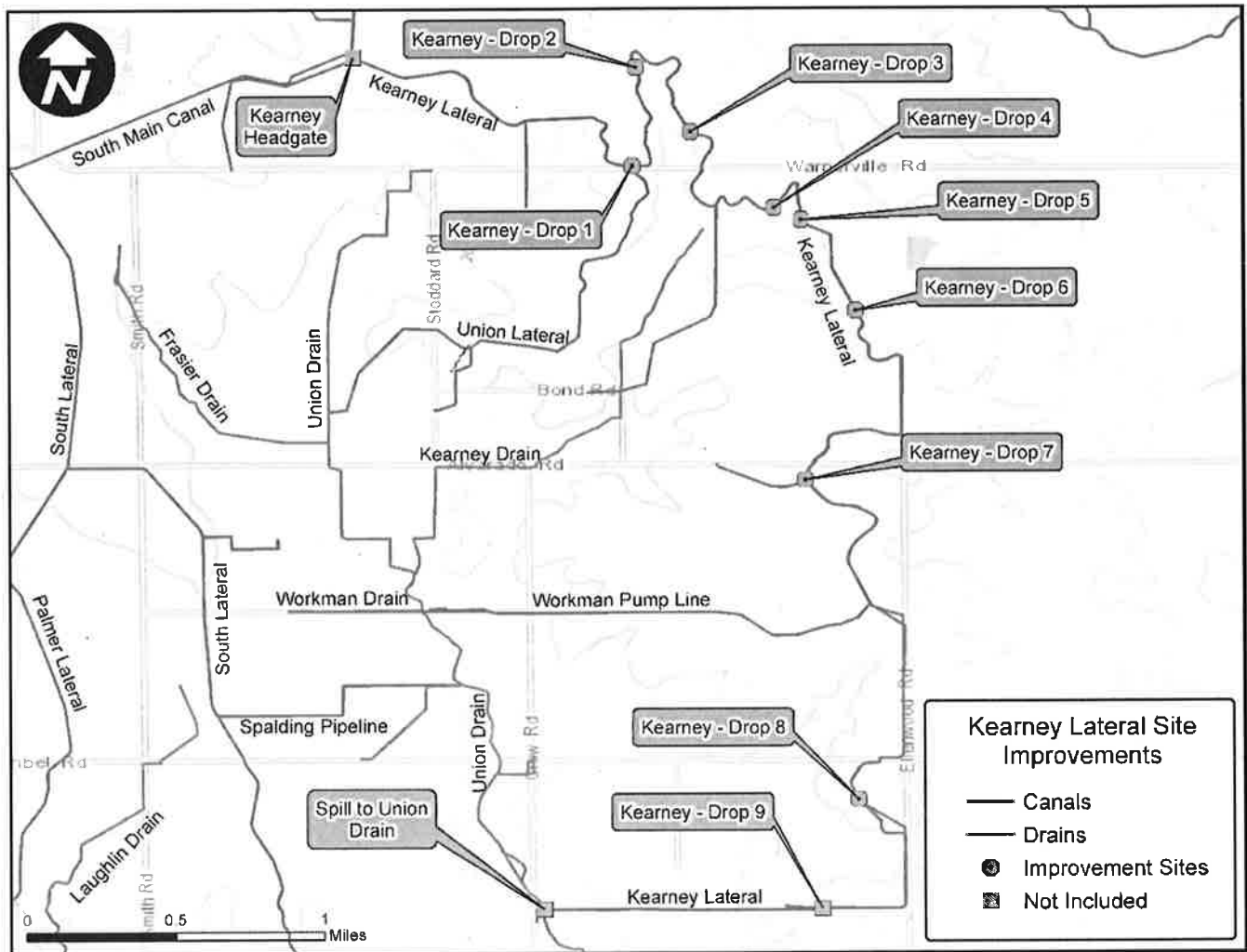
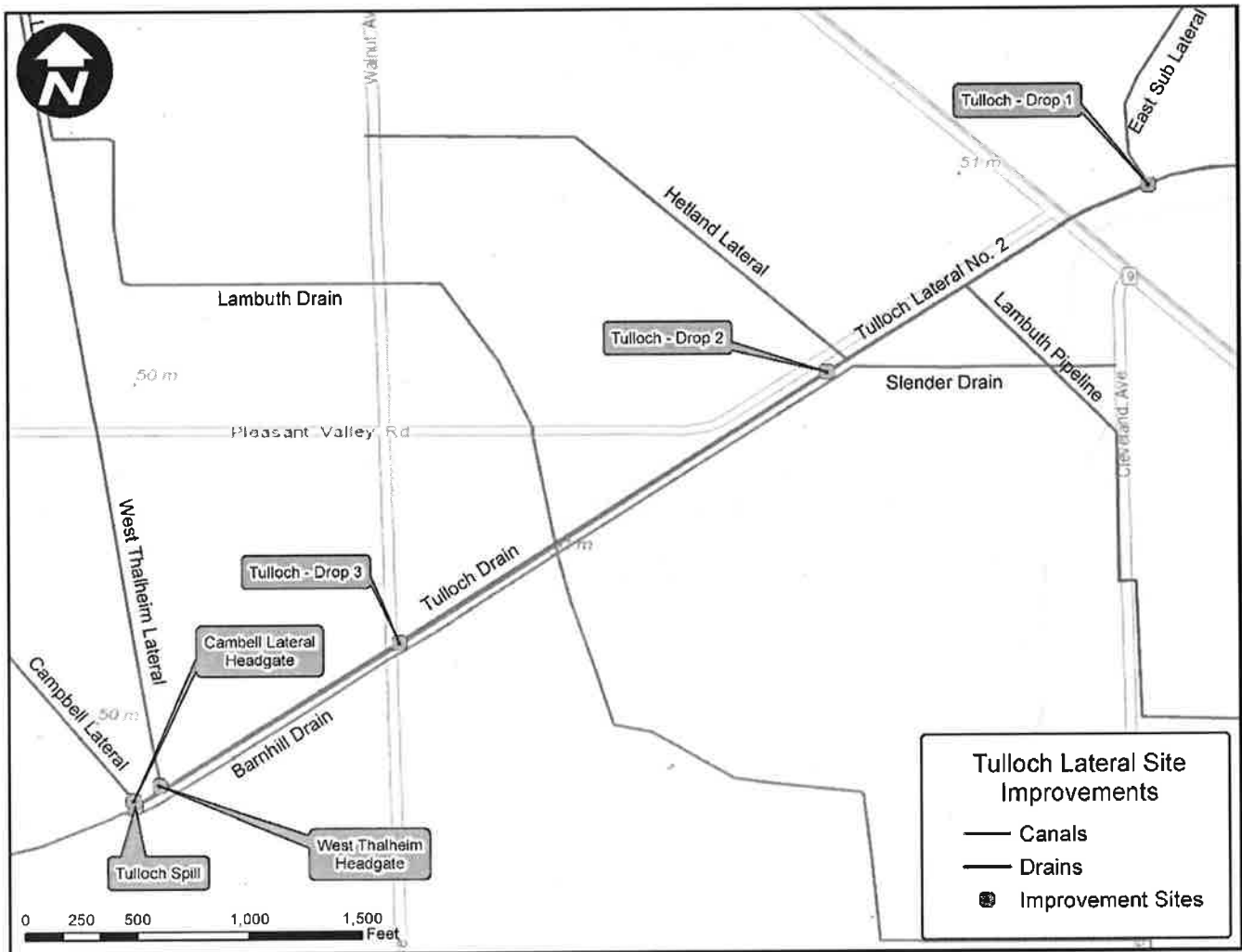


Figure 1e. Tulloch Lateral Site Locations.





**Exhibit N**

**EFFICIENT WATER MANAGEMENT PRACTICES IMPLEMENTATION PLAN**

The Funding Recipient is responsible for meeting the terms of this Exhibit in order to maintain continued eligibility for receiving State funds.

Pursuant to California Water Code Section 10608.56 (d), "...an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices. The supplier may request a grant or loan funds to implement the efficient water management practices to the extent the request is consistent with the eligibility requirements applicable to the water funds."

Exhibit A, Scope of Work, and Exhibit B, Budget, satisfy this eligibility requirement under California Water Code Section 10608.56(d): the Grantee is currently not fully implementing the efficient water management practice (EWMP) for water measurement (CWC Section 10608.48(b)(1)), the supplier has requested and been awarded grant funds to implement this EWMP, and implementation of this project will result in the water supplier attaining full compliance.

**THIS EXHIBIT N HAS BEEN REPLACED BY  
EXHIBIT N  
PAGE 57 OF 57  
N-1 OF 17 TO N-17 OF 17 ATTACHED**



## Exhibit N

### Oakdale Irrigation District Efficient Water Management Practices Implementation Plan

(April 2018)

The Funding Recipient is responsible for meeting the terms of this Exhibit in order to maintain continued eligibility for receiving State funds.

Pursuant to California Water Code Section 10608.56 (d), "...an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices."

The Grantee is currently not fully implementing the efficient water management practice (EWMP) for measuring the volume of water delivered to customers with sufficient accuracy (CWC Section 10608.48(b)(1)). Grantee submitted a schedule, financing plan, and budget (plan), attached, to implement meter accuracy testing and certification in accordance with the Agricultural Water Measurement Regulation requirements (described in Title 23 California Code of Regulations Section 597.3(a)) and therefore reach full compliance with the Water code requirements.

In order to maintain continued eligibility for receiving state funds, grantee will need to implement the tasks under the plan and report on the progress of the plan implementation in the grant's quarterly reports.



## *Introduction*

Oakdale Irrigation District (OID or District) recognizes the benefits of having farm delivery measurement and uniform standards and procedures for measuring and recording farm water deliveries in order to: (1) provide cost-effective service to customers, and (2) generate improved operational records for planning and analysis. Regulations requiring a specified level of delivery measurement accuracy were also incorporated into California Code of Regulations Title 23 Division 2 Chapter 5.1 Article 2 Section 597 (23 CCR §597) in July 2012.

OID measures water deliveries primarily with meter gates. Various other flow measurement devices including constant head orifice gates and totalizing meters (magnetic flow meters, Rubicon SlipMeters and FlumeMeters, etc.) are also utilized. Given this water delivery measurement infrastructure, OID has elected to certify delivery measurement accuracy through the laboratory certification option for the new (installed after July 2012) totalizing meters and the field inspection option for the meter gates and constant head orifice gates. OID has completed inspection of all turnouts, including recording of as built dimensions, and plans to complete an operations analysis to certify that all meter gates are operating within the conditions required for flow measurement within the accuracy standards prescribed by 23 CCR §597. The operations analysis will be used to certify that all metergates are operating within the conditions specified to be accurate within +/-5 percent as described for metergates by tests performed at the Irrigation Training and Research Center (ITRC) gate calibration facility (ITRC, 2015). If the operations analysis identifies turnouts that do not conform to the specified conditions, OID will include the appropriate corrective actions on those turnouts in the prioritization of capital improvements to turnouts within funding made available annually.

This attachment describes the compliance requirements of 23 CCR §597, provides an overview of OID delivery facilities as they relate to delivery measurement, describes best professional practices followed by OID, and describes the field inspection certification process and the status of OID's delivery measurement program corrective action.

### *Compliance Requirements (23 CCR §597.1)*

Briefly summarized, 23 CCR §597 requires that on or before July 31, 2012 agricultural water suppliers providing water to 25,000 irrigated acres or more measure the volume of water delivered to customers. Existing measurement devices must be certified to be accurate to within  $\pm 12$  percent by volume (23 CCR §597.3(a)(1)). New or replacement measurement devices must be certified to be accurate to within  $\pm 5$  percent by volume in the laboratory if using a laboratory certification, or  $\pm 10$  percent by volume in the field if using a non-laboratory certification (23 CCR §597.3(a)(2)). The regulation includes specific requirements for certifying and documenting accuracy for existing and new devices (23 CCR §597.4). Additionally, suppliers subject to the regulation are required to report certain information in their Agricultural Water Management Plan (AWMP) (23 CCR §597.4(e)). OID serves more than 25,000 irrigated acres and is therefore subject to these regulations.



---

*OID Delivery Facilities and Operations Overview (23 CCR §597.3)*

### Turnout Standards

OID has assembled a comprehensive set of Standard Construction Details specific to OID's construction and maintenance activities. These Standard Construction Details include details for OID's approved surface water delivery turnouts. Each of these delivery types has been designed in accordance with published industry standards and guidelines or specific manufacturer recommendations and has been approved by OID's District Engineer. All OID delivery turnouts are constructed in accordance with OID's standards and specifications and operated under the appropriate conditions to meet the measurement requirements of §597.3(a)(1) and §597.3(a)(2) of the Regulation. These details are available on OID's website ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)) and include; (1) STD-1-06, (2) STD-1-07, (3) STD-1-08, (4) STD-1-09, (5) STD-1-12, (6) STD-4-02, (7) STD-4-03 and (8) STD-4-04.

#### *Metergates*

Metergate turnout structures consist of round canal gates with a hole in the top of the pipe on the downstream side of the gate which is attached to a stilling well. The hole and the stilling well provide access for downstream water level measurement, so that the flow can be determined from standard manufacturer gate tables using the gate opening and difference between the upstream and downstream water levels. OID's standard detail for the metergate was designed in accordance with the United States Bureau of Reclamation (USBR) guidelines, and a majority of the original ARMCO Flow Measurement Tables continue to be used to determine discharge values in cubic feet per second (CFS). However, OID has determined that OID metergate standards STD-1-06, STD-1-07, STD-1-09 and STD-1-12 satisfy the criteria which the Irrigation and Training Research Center (ITRC) (2015) found necessary to be accurate to +/- 5 percent. To ensure the highest accuracy, OID has initiated use of the updated water measurement tables provided in that study. Additionally, as referenced on OID's standard drawings, the International Institute for Land Reclamation and Improvement (ILRI) found metergates to be accurate to between three and six percent (Bos, 1989).

#### *Constant-Head Orifices*

Constant-head orifice turnout structures consist of a concrete box structure with a square or rectangular gate on the upstream wall and a canal gate on the downstream wall. A constant head differential is maintained across the submerged orifice on the upstream wall of the concrete box by setting the upstream gate opening and adjusting the downstream gate opening to maintain a constant head differential (water level) at the flow rate desired. The flow rate is determined from standard rating tables. OID's standard detail for the constant-head orifice turnout (STD-1-08) was designed in accordance with the United States Bureau of Reclamation (USBR) guidelines. Final design and construction of each structure as well as the operations and measurement follow the criteria set forth in the USBR Water Measurement Manual (2001). As such, measurement at these turnout structures is accurate to +/- 3 percent for flow (USBR, 2001). When the accuracy of the duration recorded is considered, the result is well within the accuracy standard of plus or minus 12 percent by volume for existing turnouts.



### *Totalizing Meters*

OID's standard inline gate and flow meter detail is applicable when deliveries are provided from a stub on an OID pipeline. An inline gate is installed on the pipeline stub as a positive point of shutoff and a flow meter with a totalizer is installed, or planned to be installed, within OID's right of way immediately upstream or downstream of the inline gate. In these applications the pipeline must flow full and a minimum length of unobstructed flow (no elbows, valves, etc.) upstream and downstream of the meter must be maintained according to the appropriate manufacturer's specifications for accurate flow measurement. In 2014 OID added three additional flow meters (McCrometer McMag 3000, Khrono Enviromag 2000 magnetic inductive flow meter, and MACE FloSeries3 AgriFlo XCI) to the list of approved equivalents and alternatives to the meter specified in OID STD-4-02. Each of these meters come with a calibration certificate (Attachment B-1, B-2 and B-3) direct from the manufacturer indicating the results of the laboratory testing which allows staff to verify that it meets or exceeds the accuracy requirements of §597.3(a)(2)(a) when installed according to manufacturer specifications. Rubicon SlipMeters™ and Rubicon FlumeMeters, which use Sonaray ultrasonic array flow measurement technology as Rubicon's SlipMeters without the added electronic gate actuation for remote flow, level and position control, have also been installed for flow measurement at delivery points. These flow measurement devices are bolted to the delivery turnout structure. The velocity through the meter is measured along with the upstream water level to confirm the cross-sectional flow area to determine the flow rate. These devices are equipped with a totalizer and are typically integrated into OID's SCADA system. These devices have been tested in the laboratory and certified to be accurate to ±2.5 percent flow rate accuracy (Judge, 2011). Field tests in California irrigation district conditions found that the Sonaray measurement was within ±2.0 percent of an NIST certified magnetic flow meter (Hopkins and Johansen, 2011). Both of these test results are well within the accuracy standard of ±5 percent for new measurement devices.

While a majority of corrective action is taken according to OID's Standard Construction Details, OID has and will continue to explore other alternative measurement options at the delivery point that are compliant with the Regulation.

### *Irrigation Deliveries*

Turnouts<sup>1</sup> are the delivery points through which water is delivered from OID canals and laterals to customers. OID customers are the individual landowners (or land tenants) to whom OID delivers water, served either directly from the OID distribution system or through facilities owned by groups of landowners which may or may not be organized under Improvement Districts (IDs). OID measures water deliveries at the turnout, where responsibility for water control and management is passed from OID to its customers. In accordance with 23 CCR §597.3(b)(2), definition and documentation for OID's access to lands and facilities is described in OID's Rules and Regulations adopted by OID's governing Board of Directors in 2005. Rules and Regulations Section 3, No. 3085 and No. 3086 describe the District's right for OID DSOs and other authorized agents to have free

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<sup>1</sup>"Turnout" is the term that is used in OID for the "delivery point" defined in 23 CCR§597 as "...the location at which the agricultural water supplier transfers control of delivered water to a customer or group of customers...." (23 CCR §597.2(a)(6))



access to all private conduits and lands being irrigated to ensure efficient use of water and to respond to emergency situations. However, as stated in No. 3087, if the District holds a right-of-way or easement across private land for the operation and maintenance of a canal or other facility, the law provides that the District shall have certain secondary rights, such as the right to enter upon a property on which the right-of-way or easement is located; to make repairs; and do such things reasonably necessary for the efficient and economical operation and maintenance of the system. As stated in No. 3001 and No. 3004, all District facilities are under the exclusive control, direction and management of authorized District personnel and the District's responsibility for water shall cease when water is diverted into any private or Improvement District facility.

#### Water Orders and Recordkeeping

Written documentation of deliveries and measurement throughout the system has always been important and necessary to support efficient water management within OID's service area. The terms of measurement within OID's service area are provided within OID's Rules and Regulations. Rules and Regulations Section 5, No. 5023 and No. 5024 provide clarification to OID's water users that the District's measurements of water delivered are made at the diverting gate or valve in the District's canal and that the DSO will measure and maintain documentation of flow rates, delivered volume, and other pertinent irrigation event statistics as determined by the Water Operations Manager.

One of OID's first actions to comply with 23 CCR §597 was to transition to electronic input of delivery and operational data into a new STORM application and database software (STORM). The method for tracking deliveries remained substantially unchanged during this transition. Each DSO continues to carry a mobile phone that is used to notify customers of when they will receive irrigation water or to confirm scheduling requests from those with specialty crops that are not on the standard rotational schedule and to whom to pass the water when their irrigation time is complete. The mobile phones are transferred between the day shift and night shift DSOs so that customers have only one number to call per division, any time of the day or night. Customers typically call to request schedule changes, or to report unusual conditions, such as delivery fluctuation or interruption. All of the information that was previously only available to the DSOs on the hard copy "rotation sheets" such as the landowner, acreage, flow rate, duration, crop type, etc. has now been made available electronically on tablets. A tablet has been provided for each DSO division which allows the DSOs to have to access STORM and the District's SCADA system remotely throughout their shift using a custom built application. All delivery, landowner and crop data is required to be kept up to date in STORM. Additional tools such as District maps, measurement charts and tables, a camera, aerial photos and email have also been made available to the DSOs in the process. If and when hard copies of the rotation sheets are also requested, the printout is now generated from a report using data from STORM.



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*Best Professional Practices (23 CCR §597.4(e)(2 and 3))*

### Collection of Water Measurement Data

Recognizing that water measurement at strategic locations throughout the delivery system is a prerequisite to accurate water delivery, this section provides a brief description of both OID's system-wide and turnout specific water measurement data collection. OID collects water measurement data from over 100 SCADA sites, including 39 turnouts. Operational data such as upstream and downstream water levels, gate openings, volumes and measured flows are collected at each of these sites and transmitted back to the OID office at regular intervals. OID also collects water measurement data from various spill sites at the end of OID laterals and canals, many of which have also been integrated into OID's SCADA system. OID DSOs collect daily spot flow rate measurements at the turnouts with running deliveries along with start and end times. In addition, cumulative volumetric readings are recorded at turnouts with totalizing flow meters.

### Frequency of Measurements

For turnouts, start and end dates and times are noted, gate openings and upstream and downstream levels are measured, and flow is calculated. All data is recorded by DSOs for each water delivery event. For turnouts with totalizing meters, start and end dates and times are collected and recorded by DSOs for each water delivery event for operational efficiency and quality control and quality assessment purposes. Totalizer readings are also recorded, at a minimum, prior to the close of each billing period. A majority of the turnouts with totalizing meters are also equipped with radios and antennas and have been integrated into OID's SCADA system. SCADA data is transmitted from each site back to OID's servers on a regular basis based on change of state (flow, velocity, water level, etc.) and/or a maximum time interval (5 to 15 minutes depending on the site and parameter).

### Method for Determining Irrigated Acres

OID maintains a database of irrigated parcels that receive water deliveries. The total parcel acreage is provided from the County Assessor's Maps. Satellite imagery during the mid-summer months was reviewed over the water balance period to determine that actual irrigated area, on average, is about 92.5% of the total area. As such, for water balance calculations, OID reduces the assessed area by 7.5 percent to reflect actual irrigated acres. Field review along with aerial imagery is used throughout the year to confirm irrigated acreage on specific parcels as the need arises.

### Quality Control and Quality Assurance Procedures

Prior to the start of each irrigation season, an orientation is held for all DSOs primarily to provide a refresher training on proper measurement techniques, a review of new or rehabilitated facilities, and any operational changes that are expected to occur as a result. All of OID's DSOs are also sent to Cal Poly ITRC's Irrigation District School of Irrigation for a 3 day course on canal operations, flow measurement principals and techniques for both pipelines and canals and SCADA.



OID regularly reviews all water measurement data collected. Billing to customers provides pertinent water delivery information such as dates, duration, flow rate and volume delivered during each irrigation event along with the volumetric rate and the total fee assessment based on their water usage during the billing cycle. Prior to the bills being issued QA/QC procedures are performed by staff that include review of the data along with a series of reports that have been created to identify potential issues and erroneous information. Upon receipt by the customer, they are expected to contact OID if there is an apparent error in the water delivery volume data and if upon further review an error is found, OID staff promptly correct the error.

Water data collected by OID is also used in a District-wide water balance. Prior to using these data in the water balance, the data is reviewed for out-of-range values and other possible errors. When assembled in the water balance, the data is again checked to ensure the highest possible data quality.

*Field Inspection Certification (23 CCR §597.4(a)(1)(B) and (b)(3))*

Overview

The first step in determining where OID stood in relation to meeting the requirements of the Regulation when it initially went into effect was to complete an assessment of the District's existing delivery points. As part of the assessment process, OID elected to certify delivery measurement accuracy as required by the Regulation through field inspection (CCR §597.4(a)(1)(B)) and analysis. Trained OID staff inspected all OID turnouts to identify those that met OID's standard design and installation requirements and thus would satisfy the delivery measurement accuracy standards of the Regulation and those which required corrective action to be taken. The following sections briefly describe the inventory and inspection procedures and results.

Inventory Procedures

During the summer of 2012, OID initiated a comprehensive inventory of existing turnouts in response to 23 CCR §597 and as part of a larger asset management assessment. That work culminated in September 2013 with a complete inventory of District turnouts. Data was collected using a Leica CS15 hand held GPS Data Collector with a predefined set of attributes established by OID Engineering Department staff. Engineering Department staff, under the supervision and guidance of the District's licensed engineer, were trained on the proper use of the survey equipment and OID's standard turnout delivery structures. Data collected daily was downloaded at the end of each work day to a series of spreadsheets and organized by facility. As part of the inventory and specific to existing turnouts, staff collected the following data:

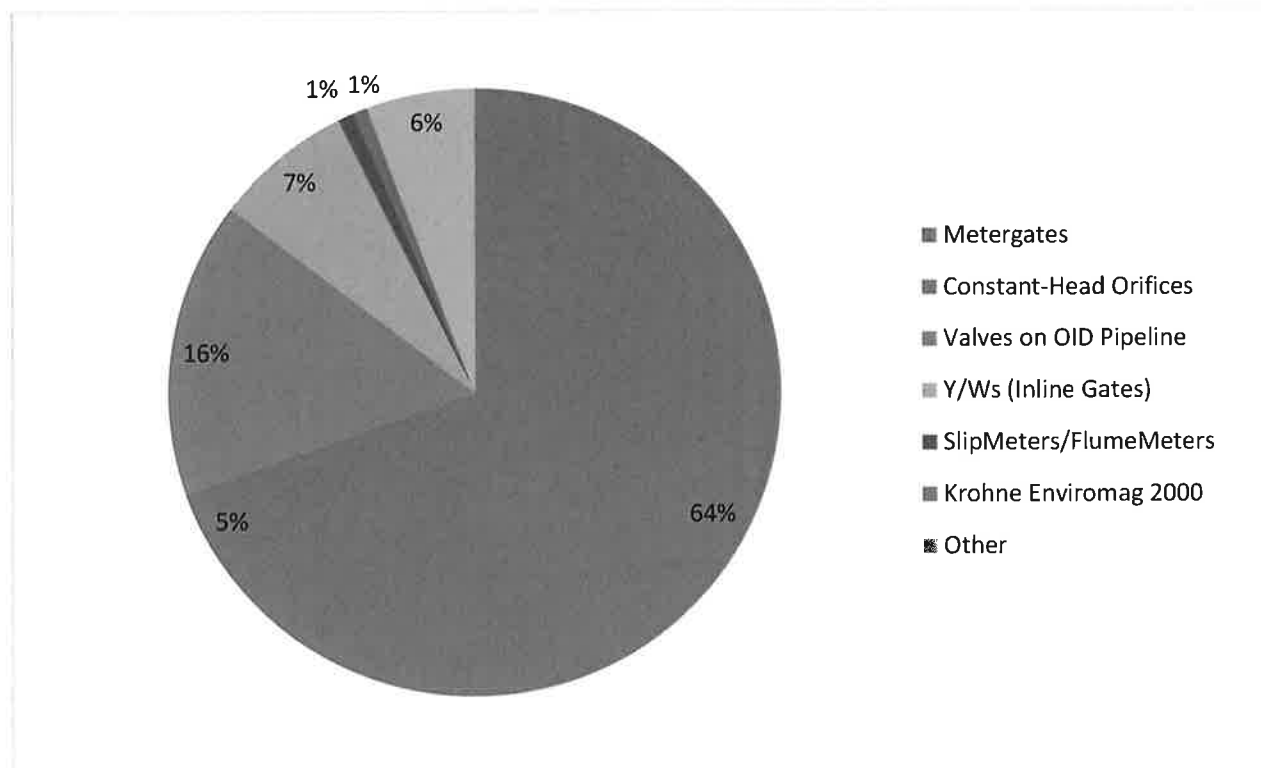
1. Spatial location
2. Top of structure elevation
3. Type of turnout (i.e., metergate, constant-head orifice, etc.)
4. Gate size(s)
5. Condition of turnout (on a predetermined scale of 1 → 5)
6. Site photo (upstream looking downstream)



With respect to measurement accuracy, field staff completed an analysis in the field to verify that existing gates on constant-head orifice turnouts and stilling wells on metergate turnouts were properly installed per OID’s standards and specifications, free of debris and in all cases in good working order. After the field analysis was completed further data processing was done to link each turnout through a unique identifier to a specific parcel. Close interaction between the Water Operations Supervisors and Distribution System Operators provided feedback and confirmation of the measurement status at each turnout from the DSO’s operational experience. While a majority of this data existed in various forms throughout the District’s records, it did not reside in one comprehensive electronic database. As a result of these efforts, turnouts were assigned an attribute of “measurable” (compliant) based on published accuracy values for a given device type under a defined set of best management practices (BMP’s) related to construction, maintenance and operation.

**Inventory Results**

The findings of the district-wide inventory with respect to turnout measurement device type are summarized below in Figure B-1.



**Figure B-1. Percentage of Turnout Type.**

While OID delivers water through a total of 1,969 turnouts (Table B-1), approximately sixty (60) percent of OID’s active accounts are for parcels that are ten (10) acres or less and comprise of only twelve (12) percent of OID-served land. Further, only four (4) percent of the OID’s active accounts are for parcels that are forty (40) acres or more, but these customers represent about sixty (60) percent of OID-served land. As such, a majority of the OID-served land is provided water through a



small percentage of OID's total number of turnouts. Outside of those existing turnouts each year requiring immediate replacement to allow for continued efficient and effective operations and deliveries, corrective action will focus first on those turnouts that serve the greatest acreage and thus account for the largest total volume of water delivered. Since the completion of OID's 2015 AWMP, staff has compiled a list of the acreage that each turnout serves and organized a prioritized list of turnouts where corrective action is required based on the field inspection.

Of the total 1,969 turnouts, 369 turnouts only deliver water to 674 small parcels that irrigate landscaping, gardens, or crops for self-consumption. These small parcels are generally 5 acres or less and are typically served on a rotational irrigation schedule. DWR's Final Statement of Reasons dated 5/31/2012 states in response G24: "Turnouts that serve parcels owned by individuals whose purpose is not agricultural or farming, but rather landscaping or growing self-consumed crops are not subject to this regulation." A total of 1,600 turnouts are subject to the Regulation and although DWR does not require delivery measurement to these parcels, OID continues to search for cost effective and accurate delivery measurement solutions for these parcels as well. Table B-1 below shows the total number of turnouts in OID, excluding those that are not subject to the Regulation, and the total number of each associated type of turnout delivery structure that has been installed.



**Table B-1. Turnouts by Meter Type**

Meter Style	Quantity	Percent of Turnouts	Gross Acreage Served	Percent of Total District Acreage	Accuracy	Accuracy Source
<b>Measurable Turnouts</b> <i>(Excluding those providing water to only parcels less than or equal to 5 acres)</i>						
Metergates	1,098	69%	40,081	58%	± 5%	ITRC (2015)
Constant-Head Orifices	96	6%	5,053	7%	± 3%	USBR (2001)
SlipMeter/FlumeMeters	17	1%	9,710	14%	± 2.5%	Judge (2011)
Krohne Environmag 2000	14	1%	736	1%	± 0.5%	OIML R49
<b>Subtotal</b>	<b>1,225</b>	<b>77%</b>	<b>55,581</b>	<b>81%</b>		
<b>Unmeasurable Turnouts</b> <i>(Excluding those providing water to only parcels less than or equal to 5 acres)</i>						
Valves on OID Pipeline	175	11%	2,800	4%	N/A	N/A
Y/Ws (Inline Gates)	104	7%	2,906	4%	N/A	N/A
Other	96	6%	4,240	6%	N/A	N/A
<b>Subtotal</b>	<b>375</b>	<b>23%</b>	<b>9,945</b>	<b>14%</b>		
<b>Total</b>	<b>1,600</b>	<b>81%</b>	<b>65,525</b>	<b>95%</b>		

A total of 81% of the service area, or 55,581 acres, within the OID boundaries is delivered water through 1,225 measurable turnouts. The remaining 14% of the service area, or 9,945 acres, within the OID boundaries that are subject to the regulation is delivered water through 375 unmeasurable turnouts. All unmeasurable turnouts listed in Table B-1 will be modified or replaced with the most appropriate application for measurement that meets the accuracy standards of the Regulation.

In addition, turnouts listed as measurable above that are identified in the future as needing to have corrective action performed to meet the accuracy, design and installation standards will be incorporated into the schedule as described in the following section.



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***Corrective Action Status (23 CCR §597.4(b))***

One of the focal points of OID's Water Resources Plan (WRP) is to replace OID's aging infrastructure while modernizing the system to improve operational efficiency and satisfy the evolving irrigation needs of its constituents to maintain a high level of service. While one of the infrastructure categories within the WRP prior to the Regulation was irrigation service turnout replacement, it was one of many general improvement categories planned to be implemented over the 25-year planning horizon. As turnouts were replaced each year, measurement at each new turnout was a standard requirement of each project in accordance with the plan. However, after enactment of the Regulation, OID has shifted focus as much as financially feasible to accelerate turnout replacement without substantially impacting its constituents or any of the other equally important general improvement categories within the WRP.

Prior to the passage of SBx7-7, a plan to spend approximately \$5 million to replace one-third of the existing turnouts (delivery points) on a 25-year schedule was included in the WRP. Between 2006 when the WRP was completed and 2016, OID modified or replaced more than 325 turnouts totaling more than \$1,590,000 in capital construction costs. This cost does not include turnout replacements that occurred as part of larger projects (i.e. structure replacement, automation, lateral rehabilitation, etc.). Even not considering turnouts replaced as part of larger projects, the funds expended on turnout replacement and the total number of turnouts replaced on an annual basis since the WRP was adopted have exceeded that which was proposed.

**Budget**

As outlined in the WRP turnout replacement program, a budget of \$150-300,000 per year was proposed to be spent taking corrective action on at least 15 turnouts per year. Actual total OID expenditures dedicated to corrective action on turnouts since the completion of OID's 2012 AWMP through the end of 2016 were \$859,000 (over \$170,000 per year) on a total of 185 turnouts (an average of 37 per year). OID continues to invest in and implement cutting edge technology and expects that the implementation of the Regulation will continue to result in technological innovation that will provide for economically feasible options for compliance with the Regulation and will continue to allow OID to accelerate implementation of its turnout replacement program. Regardless, OID will continue to allocate between \$150,000 and \$300,000 annually to modification and replacement of existing turnouts. Corrective action taken between 2012 and 2016 breaks down to approximately \$5,000 per turnout.

**Financing Plan**

The District began the implementation of the WRP in 2008 and has completed approximately \$56 million of improvements to date. The WRP proposed that the cost of these improvements be funded by revenues from water sales, connection charges levied on approximately 4,250 acres of annexed land within the District's sphere of influence, borrowing, revenue from the sale of captured and conserved drain water, and water rate increases. These WRP improvements, which include the



turnout replacement program budget, will continue to be implemented in accordance with the WRP and accounted for in the District’s budgeting process and paid through General Fund revenues.

**Schedule**

With a budget in place each year consistent with that outlined in the WRP, OID anticipates being at or near full compliance with the Regulation within the next 10 years. To do so, modification or replacement would need to continue to be completed on an average of 37 turnouts per year. With the exception of corrective action to those turnouts incorporated into other larger projects (i.e. structure replacement, automation, lateral rehabilitation, etc.), turnouts will continue to be selected for modification or replacement in descending order of the acreage served. In progressing with that approach, even if only 30 turnouts were able to be replaced or modified each year in descending order of acreage served, an additional 8500 acres would be provided service from a compliant delivery point and only 2% (approximately 1450 acres) of OID’s service area would remain for continued corrective action.

<b>Oakdale Irrigation District Corrective Action Implementation Summary</b>		
Total Oakdale Irrigation District (OID) Turnouts	1969	
Unmeasurable Turnouts	375	
Average Turnout Modification/Replacement Cost	\$5,000	each
Annual Turnout Modification/Replacement Budget	\$150,000 - \$300,000	per year
Average Turnout Modifications/Replacements	37	per year
Estimated Duration of Corrective Action Plan <sub>2</sub>	10	years
Total Estimated Cost of Corrective Action Plan Implementation	\$1,875,000	

**Attachments**

Mace AgriFlow Calibration Certificate

Krohne Calibration Certificate

McCrometer Calibration Report



Measuring & Control Equipment  
(MACE) Pty Ltd  
Unit 19 / 276 New Line Road  
Dural, Sydney, NSW 2158, AUSTRALIA  
Phone: +61 (02) 9658 1234  
Fax: +61 (02) 9651 7989

## CALIBRATION LABORATORY CERTIFICATE OF TRACEABILITY

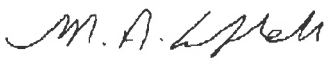
<b>Customer:</b>	<b>MACE USA LLC.</b>
<b>Item Model:</b>	<b>MACE FloSeries3 - AgriFlo XCI</b>
<b>Item Part Number:</b>	<b>850-365</b>
<b>Item Serial Number:</b>	<b>41925</b>
<b>Certificate Serial Number:</b>	<b>060715_01</b>
<b>Date of Test:</b>	<b>06/07/2015</b>
<b>Calibration Period:</b>	<b>12 months</b>

Measuring and Control Equipment Co. Pty Limited certifies that the instrument listed above meets or exceeds all published specifications and the calibration has been performed using instruments whose uncertainties are traceable to Australian National Standards. Test results are maintained on file and are available for inspection.

The quality system implemented by MACE Instruments is accredited to ISO9001 by BSI group ANZ.

This certificate may not be reproduced except in full, and with the approval in writing from the manager in charge of the laboratory.

Tested By: Sharon Nicholls

Signature : 

Date Issued : 30/01/2016



Measuring & Control Equipment  
(MACE) Pty Ltd  
Unit 19 / 276 New Line Road  
Dural, Sydney, NSW 2158, AUSTRALIA  
Phone: +61 (02) 9658 1234  
Fax: +61 (02) 9651 7989

## CALIBRATION LABORATORY CERTIFICATE OF TRACEABILITY

<b>Customer:</b>	<b>MACE USA LLC.</b>
<b>Item Model:</b>	<b>2" Insert Velocity Sensor - 10m Cable – NPT</b>
<b>Item Part Number:</b>	<b>850-112</b>
<b>Item Serial Number:</b>	<b>41212</b>
<b>Certificate Serial Number:</b>	<b>140415_01</b>
<b>Date of Test:</b>	<b>14/4/2015</b>
<b>Calibration Period:</b>	<b>12 months</b>

Measuring and Control Equipment Co. Pty Limited certifies that the instrument listed above meets or exceeds all published specifications and the calibration has been performed using instruments whose uncertainties are traceable to Australian National Standards. Test results are maintained on file and are available for inspection.

The quality system implemented by MACE Instruments is accredited to ISO9001 by BSI group ANZ.

This certificate may not be reproduced except in full, and with the approval in writing from the manager in charge of the laboratory.

Tested By: Sharon Nicholls

Signature: *M. A. L. Meli*

Date Issued : 30/01/2016



KROHNE  
 PO Box 66  
 ZIP Code 06835-060  
 Embu SP BR



## CALIBRATION CERTIFICATE

Nr.1409-54409-01/22

Tag	:		
Type	:	OPTIFLUX KC 2000F/18	
DN	:	US STANDARD 400mm/ 16"	
Connection	:	Flange / ASME 150 lbs RF	
Test Pressure	:	30 Bar	
Liner	:	Hardrubber	GK : value 2.6745 (f=1/18)
Electrode Construction	:	Standard	GKL : value 5.3416 (f=1/18)
Electrode Material	:	HC22	
Protection Class	:	IP68	
ISO Class	:	H	
Serial Number	:	C14502627	

The tested flow meter has been calibrated against a primary measurement standard.  
 This calibration certificate guarantee traceability of calibration results to units of the International System (SI).

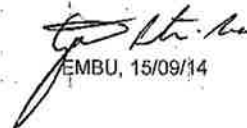
Expanded measurement uncertainty of the primary measurement standard is 0.15%

The calibration fluid is water with conductivity of 160 S/cm and temperature of about 22° C  
 According to DIN 1944 is recommended an inlet section of 5D and an outlet section of 3D, measured from the electrode axis, with undisturbed flow.  
 The calibrations were carried out with an inlet section-length of 5D to 10D

### CALIBRATION RESULTS:

Measurement range (=100%): 900 m³/h

Flow range in %	Deviation in%
90	+0.03
47	+0.02
26	-0.06

  
 EMBU, 15/09/14

1/09/10





# McCrometer Calibration Report

Serial Number: AG15-0995 Test Number: AG15-0995

Converter Serial Number: \_\_\_\_\_

Model: G308-4-00

Calibration Date: 10/13/2015

Report Date: 10/13/2015

Sold To: OAKDALE IRRIGATION DISTRICT

Description: MC MAG 3000, 8"

Notes: \_\_\_\_\_

Inside Diameter: 8.084 In  
205.3336 mm

KA: 1.7682  
KL's Used?: Yes

### Calibration Report

	Volumetric Flow Rate (GPM)		PLBF Accuracy (as % of reading)
	min	max	
1	243.1797	496.7302	100.68
2	496.7302	750.2806	100.72
3	750.2806	1003.8311	100.75
4	1003.8311	1257.3815	100.78
5	1257.3815	1510.9319	100.80
6	1510.9319	1764.4824	100.82
7	1764.4824	2018.0328	100.85
8	2018.0328	2271.5833	100.87
9	2271.5833	2525.1337	100.89
10	2525.1337	2778.6841	100.91

Approved By: *Vince H. Morton*  
Vince H. Morton

Test Fluid: Water

Test Stand Instrumentation Traceability Kit Number: V0106

Standard Used: Secondary

### Test Data

	Water Temperature (°C)	Test Time (seconds)	Air Temperature (°C)	Barometric Pressure (kPa)	Relative Humidity (%)	Average Rate of Flow (m3/sec)	Combined Uncertainty (%) <small>at 95% confidence</small>
1	26.50	60.843	27.97	96.33	43.7	0.1739	0.150
2	26.50	30.937	27.97	96.33	43.7	0.1133	0.150
3	26.50	48.484	27.97	96.33	43.7	0.0957	0.150
4	26.60	51.391	27.97	96.33	43.7	0.0741	0.150
5	26.50	31.767	27.97	96.33	43.7	0.0165	0.150

This calibration was performed using standards traceable to the National Institute of Standards and Technology (NIST), USA. Certificates of traceability for the individual test measurements listed in this report are documented and serialized by the Test Stand Instrumentation Traceability Kit Number identified above and are available upon request. Combined Uncertainty to a 95% confidence level is developed for each test point according to the methods described in the ANSI/NCSL Z540-2-1997. Methods and procedures used in this calibration are in accordance with the McCrometer Flow Laboratory Technical Manual, revision 2.0.

Page 1 of 1

McCrometer, Inc. • 3255 West Stetson Avenue, Hemet, CA 92545, USA  
Tel (951) 652-6811 • Fax (951) 652-3078 • Website: <http://www.mccrometer.com>  
Hours: 8am - 4:30pm PST, Monday - Friday

Serial Number: AG15-0995



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# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 23  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AMEND OID'S 2018 MANPOWER BUDGET AND REPLACE THE PUBLIC RELATIONS ASSISTANT POSITION WITH A HUMAN RESOURCES ANALYST POSITION**

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**RECOMMENDED ACTION:** Approve Amending OID's 2018 Manpower Budget to Replace the Public Relations Assistant Position with a Human Resources Analyst Position

---

**BACKGROUND AND/OR HISTORY:**

OID has never had a Human Resources staff position within its Organization Chart. The job duties of that position has been disseminated to and incorporated within the management duties of Managers and Supervisors positions at OID. With the retirement of OID's Chief Financial Officer, who managed all the worker comp, FMLA, employee benefits and health care issues, etc., and recognizing the complex nature of today's personnel issues in California, OID is at the point that it needs to create a position dedicated to managing OID's Human Resources.

Upon the Board's approval of adding this position to the Organization Chart Staff will develop a Position Description and establish a pay scale and bring back to the Board for approval. This latter approval must occur at a Regular Board Meeting.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

- 2018 Manpower
- 

**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:**



**2018 MANPOWER**

	Org. Chart	Org. Chart	Change
<b>Administration</b>			
General Manager	1.0	1.0	0.0
Administrative Assistant	1.0	1.0	0.0
Public Relations Assistant	1.0	0.0	1.0
Receptionist / Clerk Typist / File Clerk	1.0	1.0	0.0
<b>Total Administration</b>	<b>4.0</b>	<b>3.0</b>	<b>1.0</b>
<b>Finance</b>			
Chief Financial Officer	1.0	1.0	0.0
Principal Account Clerk	3.0	3.0	0.0
Payroll Clerk	1.0	1.0	0.0
Account Clerk	1.0	1.0	0.0
IT Coordinator	1.0	0.5	0.5
<b>Total Finance</b>	<b>7.0</b>	<b>6.5</b>	<b>0.5</b>
<b>Support Services</b>			
Support Services Manager	1.0	1.0	0.0
Support Services - Field Supervisor	2.0	2.0	0.0
Construction/Maintenance	10.0	8.0	2.0
Construction/Maintenance - Leadman	5.0	4.0	1.0
Equipment Operator	6.0	6.0	0.0
Maintenance & Operations Worker	2.0	2.0	0.0
Warehouseman	1.0	1.0	0.0
Auto Maintenance Chief	1.0	1.0	0.0
Fleet / Equipment Mechanic	2.0	2.0	0.0
Fleet Eq. /Serviceman/Welder	1.0	1.0	0.0
<b>Total Support Services</b>	<b>31.0</b>	<b>28.0</b>	<b>3.0</b>
<b>Water Operations</b>			
Water Operations Manager / District Engineer	1.0	1.0	0.0
Assistant Engineer	1.0	1.0	0.0
Assistant Water Operations Manager	1.0	1.0	0.0
Associate Engineer	2.0	2.0	0.0
DSO / Construction & Maint	24.0	24.0	0.0
DSO / Construction & Maint - Leadman	2.0	2.0	0.0
IT / SCADA Coordinator	0.0	0.5	-0.5
SCADA Technician	1.0	1.0	0.0
SCADA Serviceman	1.0	1.0	0.0
Water Operations Supervisors - Ag. Water	2.0	2.0	0.0
Water Utilities / SCADA Supervisor	1.0	0.0	1.0
Water Utilities Serviceman	1.0	1.0	0.0
Water Utilities Technician	1.0	1.0	0.0
<b>Total Water Operations</b>	<b>38.0</b>	<b>37.5</b>	<b>0.5</b>
<b>TOTAL STAFFING</b>	<b>80.0</b>	<b>75.0</b>	<b>5.0</b>

# BOARD AGENDA REPORT

Date: April 17, 2018  
Item Number: 24  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CREATE AN AD HOC COMMITTEE FOR THE SOLE PURPOSE OF NEGOTIATING THE GENERAL MANAGER'S EMPLOYMENT AGREEMENT AND ASSIGN THE COMMITTEE'S DESIGNATED REPRESENTATIVES**

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**RECOMMENDED ACTION:** Approve the Creation of an Ad Hoc Committee for the Sole Purpose of Negotiating the GM's Employment Agreement and to Approve the Appointment of the Ad Hoc Committee's Designated Representatives for that Purpose

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**BACKGROUND AND/OR HISTORY:**

Per OID's Board Guidelines (pg. 9), "Ad Hoc Committees may be created by the Board of Directors to undertake special assignments on behalf of the Board." Labor contracts and their associated negotiations are such a special assignment.

Government Code 54957.6 precludes the whole Board from acting as the negotiator over labor contracts with represented and unrepresented employees. The Government Code goes on to state that "...prior to Closed Session the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives" for the purposes of negotiations.

Closed sessions of the Board will be for the purpose of reviewing and instructing its designated representatives regarding salary, compensation and benefits only.

The Ad hoc Committee shall exercise no decision-making authority over any aspect of negotiations.

The formation of the Ad hoc Committee shall be of limited duration, and unless authorized by the Board, shall cease to exist after the first Board meeting in August.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

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**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 APRIL 17, 2018**

## DISCUSSION ITEM

Date: April 17, 2018  
Item Number: 25  
APN: N/A

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**SUBJECT: DISCUSSION ON BUSINESS ITEMS AS THEY APPEAR ON THE TRI-DAM BOARD AGENDA FOR THURSDAY, APRIL 19, 2018**

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### **BACKGROUND AND DISCUSSION:**

This item is here for general discussion on items that appear on the Tri-Dam Agenda. A copy of the Tri-Dam Agenda will be attached if available at the time of preparation of the Board packets. If it is not available, it can be viewed at the Tri-Dam web site or on the District's web site once received and posted.

### **ATTACHMENTS:**

- Tri-Dam Project and Authority Agendas (if available)
- 

### **Board Comments:**



# **COMMUNICATIONS**

**SPECIAL BOARD MEETING OF  
APRIL 17, 2018**



## B-120 Water Supply Forecast Summary (posted on 04/09/18 10:57)

Department of Water Resources  
California Cooperative Snow Surveys

### April 1, 2018 FORECAST OF UNIMPAIRED RUNOFF

#### April-July Forecast Summary (in thousands of acre-feet):

HYDROLOGIC REGION and Watershed	Apr-Jul Forecast	Percent of Average	80% Probability Range
<b>NORTH COAST</b>			
Trinity River at Lewiston Lake	260	41%	200 - 340
Scott River near Fort Jones	80	46%	
<b>SACRAMENTO RIVER</b>			
Sacramento River above Shasta Lake	145	49%	
McCloud River above Shasta Lake	320	83%	
Pit River above Shasta Lake	880	86%	
Total Inflow to Shasta Lake	1,380	79%	1,120 - 1,620
Sacramento River above Bend Bridge	1,750	72%	1,420 - 2,140
Feather River at Oroville	1,090	64%	800 - 1,340
Yuba River near Smartsville	680	70%	490 - 810
American River below Folsom Lake	900	75%	640 - 1,090
<b>SAN JOAQUIN RIVER</b>			
Cosumnes River at Michigan Bar	90	72%	55 - 130
Mokelumne River Inflow to Pardee	350	77%	270 - 440
Stanislaus River, below Goodwin Res.	510	75%	410 - 640
Tuolumne River below La Grange	940	79%	770 - 1,120
Merced River below Merced Falls	430	69%	340 - 510
San Joaquin River inflow to Millerton Lk	860	70%	730 - 1,040
<b>TULARE LAKE</b>			
Kings River below Pine Flat Res.	810	67%	650 - 970
Kaweah River below Terminus Res.	145	51%	110 - 180
Tule River below Lake Success	23	37%	14 - 30
Kern River inflow to Lake Isabella	240	52%	190 - 290
<b>NORTH LAHONTAN</b>			
Truckee River, Lake Tahoe to Farad accretions	180	72%	
Lake Tahoe Rise, in feet	1.2	90%	
West Carson River at Woodfords	48	92%	
East Carson River near Gardnerville	155	85%	
West Walker River below Little Walker	115	75%	
East Walker River near Bridgeport	43	70%	

## B-120 Water Supply Forecast Summary (continued)

### Water-Year (WY) Forecast Summary and Monthly Distribution (in thousands of acre-feet):

Watershed	Oct thru Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Water Year	80% Probability Range	WY % Avg
Trinity, Lewiston	135	43	91	110	105	38	7	1	0	530	465 - 615	39%
Inflow to Shasta	1,156	254	636	505	400	265	210	192	187	3,805	3,470 - 4,115	65%
Sacramento, Bend	1,582	325	848	645	495	345	265	233	232	4,970	4,550 - 5,465	58%
Feather, Oroville	843	181	867	450	375	165	100	78	67	3,125	2,795 - 3,410	71%
Yuba, Smartsville	488	88	514	285	275	95	25	14	12	1,795	1,595 - 1,935	79%
American, Folsom	502	98	661	370	355	150	25	8	6	2,175	1,910 - 2,370	83%
Cosumnes, Mich. Bar	43	9	142	48	30	10	2	1	0	285	245 - 330	75%
Mokelumne, Pardee	106	18	127	110	160	71	9	2	2	605	520 - 700	81%
Stanislaus, Gdw.	154	29	197	170	215	104	21	6	4	900	795 - 1,040	78%
Tuolumne, La Grange	229	34	357	250	375	265	50	13	6	1,580	1,405 - 1,770	83%
Merced, McClure	73	16	185	125	187	95	23	4	2	710	615 - 800	72%
San Joaquin, Millerton	130	27	211	200	345	235	80	25	12	1,265	1,125 - 1,460	71%
Kings, Pine Flat	116	23	164	180	345	220	65	20	11	1,145	970 - 1,320	67%
Kaweah, Terminus	28	7	46	45	65	30	5	2	2	230	190 - 270	51%
Tule, Success	13	3	21	11	9	2	1	0	0	59	50 - 70	40%
Kern, Isabella	103	18	48	60	85	70	25	15	11	435	375 - 500	60%

#### Notes:

50 year averages are based on years 1966 to 2015.

Unimpaired runoff represents the natural water production of a river basin, unaltered by upstream diversions, storage, or by export or import of water to or from other watersheds. Groundwater changes due to human activity are not considered. Forecasted runoff assumes median conditions subsequent to the date of forecast. Runoff probability ranges are statistically derived from historical data.

The 80% probability range is comprised of the 90% exceedance level value and the 10% exceedance level value.

The actual runoff should fall within the stated limits eight times out of ten.

Forecast point names are based on USGS gage names.

#### For more information please contact:

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## **WEEKLY CONSTRUCTION MANAGER'S REPORT**

**Oakdale Irrigation District  
Two-Mile Bar Tunnel Project  
WEEK 49**

**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:** Friday, April 6, 2018

**PROJECT NO.:** 3818G4

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### **DISCUSSION**

1. No accidents, injuries, or near-misses to report.
2. Tunnel advancement from the upstream portal continued with the roadheader excavation machine. Tunnel advancement was approximately 147 feet this week.
3. Tunnel excavation (from the upstream and downstream sites combined) is approximately 45% (~2,654 feet) complete.
4. Schedule Update:
  - DTDS submitted an updated baseline schedule on March 8, which indicates that DTDS is approximately 3 weeks (float) ahead of overall completion schedule (no change from prior report).
  - Anticipated project substantial completion date remains January 2019 to accommodate wintertime canal tie-in (no change from prior report).
5. Submittals and RFI's:
  - There is currently one outstanding submittal:
    - Submittal 026R2, related to the upstream site reclamation plan, was submitted by DTDS on March 27. Team will meet at the site April 10 to review details prior to Condor's formal response.
  - There is currently one outstanding RFI:
    - RFI 023R2, related to the canal access ramp improvements at the upstream portal, was submitted by DTDS on April 3. OID and Condor are currently reviewing the RFI.

6. Contract Updates:

- DTDS submitted Draft Invoice No. 12 (March) on April 4. Condor is currently reviewing the quantities on the invoice. No eCPR documentation has yet been submitted for this invoice.

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# **CLOSED SESSION ITEMS**

## **SPECIAL BOARD MEETING OF APRIL 17, 2018**