

**AGENDA
REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, FEBRUARY 5, 2019**

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

CALL TO ORDER 9:00 a.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.

PUBLIC HEARING – ITEM 2

2. Public Hearing on an Ordinance Fixing the Compensation of the Board President Position on the Board of Directors of the Oakdale Irrigation District

CONSENT CALENDAR - ITEMS 3 - 10

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. Matters may be removed from the Consent Calendar by making a request to the Board President at this time.

Only properly noticed agenda matters shall be permitted for discussion.

3. Approve the **Board of Directors' Minutes of the Regular Meeting of January 15, 2019 and Resolution No. 2019-01**
4. Approve **Oakdale Irrigation District Statement of Obligations**
5. Approve **Improvement District Statement of Obligations**
6. Approve **Rejection of Claim Submitted by Tom and Diane Matousek**
7. Approve **2019 Miscellaneous Rates and Charges for Special Services**
8. Approve **Work Release No. 088 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Stake the Williams Pipeline through APN: 204-209-27/46**
9. Approve **Work Release No. 018 and Amendment No. 006 to Professional Services Agreement 2009-PSA-002 with CH2M for On-Call Professional Engineering Services**
10. Approve **Request to Connect Sub-Standard Parcels and Deferred Conditions of Approval Agreement (APNS: 010-074-012/013/014/016 – Guichard)**

ACTION CALENDAR - ITEMS 11 - 16

11. Review and take possible action to **Approve the Request from the Stanislaus County Fair to be a Show Ring Sponsor**
12. Review and take possible action to **Adopt the Ordinance Fixing the Compensation of the Board President Position on the Board of Directors of the Oakdale Irrigation District**
13. Review and take possible action to **Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Management Employees Bargaining Group Effective from January 1, 2019 to December 31, 2019**

14. Review and take possible action to **Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Supervisory Employees Bargaining Group Effective from January 1, 2019 to December 31, 2019**
15. Review and take possible action to **Adopt the Resolution Accepting the Memorandum of Understanding for the Non-Exempt Confidential Employees Bargaining Group Effective from January 1, 2019 to December 31, 2019**
16. Review and take possible action to **Adopt the Resolution Approving the Employee 2019 Official Salary and Wage Schedule**

COMMUNICATIONS - ITEM 17

17. Oral Reports and Comments

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

CLOSED SESSION - ITEM 18

18. Closed Session to discuss the following:

- A. **Government Code §54957.6 - Conference with Labor Negotiator**
Agency Negotiator: General Manager
Unrepresented Employee Organizations: Exempt Supervisory Bargaining Group
- B. **Government Code §54956.9(d)(1) - Existing Litigation (2 cases)**
SJTA, et al. v. State Water Resources Control Board
CSPA v. State Water Resources Control Board
- C. **Government Code §54956.8 – Conference with Property Negotiator**
Negotiating Parties: OID, SSJID, SEWD
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms

D. Government Code §54956.8 – Conference with Property Negotiator

Negotiating Parties: San Luis and Delta Mendota Water Authority
and Department of Water Resources

Property: Water

Agency Negotiators: General Manager and Water Counsel

Under Negotiations: Price and Terms

E. Government Code §54956.9(d)(2) – Significant Exposure to Litigation

One (1) Case

OTHER ACTION – ITEM 19

19. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 19, 2019 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, February 21, 2019 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

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

BOARD MEETING OF FEBRUARY 5, 2019



PUBLIC HEARING

BOARD MEETING OF FEBRUARY 5, 2019

BOARD AGENDA REPORT PUBLIC HEARING

Date: February 5, 2019
Item Number: 2
APN: N/A

**SUBJECT: PUBLIC HEARING ON ORDINANCE FIXING THE COMPENSATION OF THE BOARD
PRESIDENT POSITION ON THE BOARD OF DIRECTORS OF THE OAKDALE
IRRIGATION DISTRICT**

BACKGROUND AND/OR HISTORY:

At the December 11, 2018 Board Meeting, the Board of Directors unanimously approved staff initiating the process to increase the monthly compensation of the Board President position. Section 20203 of the Government Code states, "...No ordinance shall be adopted pursuant to this chapter except following a public hearing. Notice of the hearing shall be published in a newspaper of general circulation pursuant to Section 6066 of the Government Code." The Notice of Public Hearing was published in the Oakdale Leader on January 16 and 23, 2019. The Public Hearing is required prior to the Board adopting the Ordinance fixing the compensation of the Board President.

The responsibilities of the President of the Board of Directors has increased substantially. The level of commitment, dedication and personal time required by the President's position merits this consideration by the Board.

California State Water Code Section 21166 (a)(2)(C) allows directors of California irrigation districts of less than 500,000 acres that produce or distribute electric power, such as our hydroelectric facilities, to receive compensation of up to \$15,000 per year. In 2008 the Directors' compensation was increased to \$12,000 annually (\$1,000 per month).

Adoption of the Ordinance Fixing the Compensation of the Board President position on the Board of Directors of the Oakdale Irrigation District will be taken under the Action Calendar on this Agenda. Once the Ordinance is Adopted, it shall not become effective until sixty (60) days from the date of adoption.

ATTACHMENTS:

- Notice of Public Hearing



**NOTICE OF PUBLIC HEARING ON
PROPOSED ORDINANCE FIXING THE
COMPENSATION
OF BOARD PRESIDENT OF THE
BOARD OF DIRECTORS
OF THE OAKDALE IRRIGATION DISTRICT**

NOTICE IS HEREBY GIVEN that on February 5, 2019 at 9:00 a.m. in the office of the Board of Directors of the Oakdale Irrigation District, 1205 East F Street, Oakdale, Stanislaus County, California, the Oakdale Irrigation District Board of Directors will hold a public hearing to consider the adoption of an ordinance fixing the compensation of the Board President of the Board of Directors of the Oakdale Irrigation District. The maximum compensation allowed under the California Water Code Section 21166(a)(2)(C) is \$15,000 per year.

Date: January 16, 2019.



Steve Knell, P.E.
Secretary of the Board of Directors
Oakdale Irrigation District

Publish Dates: January 16 and 23, 2019.



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF FEBRUARY 5, 2019

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 3
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF JANUARY 15, 2019 AND RESOLUTION 2019-01

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Regular Meeting of January 15, 2019 and Resolution 2019-01

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of January 15, 2019
- Draft Resolution 2019-01

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
January 15, 2019

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

Directors: Tom Orvis, President
Gail Altieri, Vice President
Herman Doornenbal
Linda Santos
Absent: Brad DeBoer
Staff Present: Steve Knell, General Manager
Eric Thorburn, Water Operations Manager
Jason Jones, Support Services Manager
Sharon Cisneros, Chief Financial Officer
Kim Bukhari, Human Resources Analyst
Also Present: Fred A. Silva, General Counsel
Tim O'Laughlin, Water 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

PRESENTATION ITEM NO. 1

ITEM NO. 1

OAKDALE IRRIGATION DISTRICT RECEIVES A CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FOR ITS COMPREHENSIVE ANNUAL FINANCIAL REPORT

General Manager Steve Knell discussed the Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Report that was awarded to Kathy Cook, former Chief Financial Officer for the District, by the Government Finance Officers Association of the United States and Canada. This is the eleventh year that the District has been awarded this certificate.

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

PUBLIC COMMENT
ITEM NO. 2

Robert Frobose discussed the Appellate Court decision in OGA v. OID, the lawsuit against Directors Santos and Altieri, and the response to his public records request that he received.

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

PUBLIC HEARING
ITEM NO. 3

ITEM NO. 3

**PUBLIC HEARING AND CERTIFICATION OF THE IMPROVEMENT
DISTRICT NO. 51 MEMBERSHIP TO VOTE TO AUTHORIZE THE
OAKDALE IRRIGATION DISTRICT (OID) TO PROCEED WITH THE REPAIRS
AND INSTALLATION OF THE IMPROVEMENT DISTRICT 51 (ID51) PUMP #1
AND FOREGO ANY REPAIRS TO THE WELL CASING; AND AUTHORIZE OID TO
USE THE FUNDS CONTAINED IN THE ID51 OPERATIONS AND MAINTENANCE
FUND TO PAY THE FINAL COST OF THE PROJECT (ESTIMATED \$28,000)**

General Manager Steve Knell gave the Board some background information on Improvement District No. 51.

Director Orvis opened the hearing up to the public at 9:07 a.m..

Several Members of Improvement District 51, Vernon Gant, a member of the public name unknown, and Lester Jenkins, discussed this agenda item.

Vernon Gant and David Nunes verbally voted to authorize the OID to proceed with the repairs and installation of Pump #1 and forego any repairs to the well casing and authorized OID to use the funds contained in the ID51 Operations and Maintenance Fund to pay the final cost.

At the hour of 9:24 a.m. the public hearing closed.

Water Operations Manager Eric Thorburn stated that the Improvement District No. 51 Membership voted to authorize the Oakdale Irrigation District (OID) to proceed with the repairs and installation of the Improvement District 51 (ID51) Pump #1 and forego any repairs to the well casing; and authorize OID to use the funds contained in the ID51 Operations and Maintenance Fund to pay the final cost of the project (estimated \$28,000), by the following vote:

Ayes: 81

Noes: 1

Approved by a total vote of 81 -1

(Silence on the part of a landowner is considered a vote of approval.)

A motion was made by Director Doornenbal and seconded by Director Santos, to authorize the Oakdale Irrigation District (OID) to proceed with the repairs and installation of the Improvement District 51 (ID51) Pump #1 and forego any repairs to the well casing; and authorize OID to use the funds contained in the ID51 Operations and Maintenance Fund to pay the final cost of the project (estimated \$28,000), and the motion passed 4-0 by the following vote:

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

CONSENT ITEMS

ITEM NOS. 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

ITEM NO. 4

**APPROVE THE BOARD OF DIRECTORS' MINUTES
OF THE SPECIAL MEETING OF DECEMBER 11, 2018**

A motion was made by Director Altieri and seconded by Director Santos to approve the Minutes of the Special Meeting of December 11, 2018, and passed 4-0 by the following vote:

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

ITEM NO. 5

**APPROVE THE BOARD OF DIRECTORS'
MINUTES OF THE SPECIAL MEETING OF JANUARY 7, 2019**

A motion was made by Director Altieri and seconded by Director Santos to approve the Minutes of the Special Meeting of January 7, 2019, and passed 4-0 by the following vote:

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

ITEM NO. 6

**APPROVE THE OAKDALE IRRIGATION
DISTRICT'S STATEMENT OF OBLIGATIONS**

A motion was made by Director Altieri and seconded by Director Santos to approve the Oakdale Irrigation District's Statement of Obligations, and passed 4-0 by the following vote:

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

Abstain: None
Absent: Director DeBoer

ITEM NO. 7
APPROVE OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

A motion was made by Director Altieri and seconded by Director Santos to approve the Oakdale Irrigation District Improvement District's Statement of Obligations, and passed 4-0 by the following vote:

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

ITEM NO. 8
APPROVE MONTHLY TREASURER REPORT AND UNAUDITED
FINANCIAL STATEMENTS FOR THE MONTH ENDING NOVEMBER 30, 2018

A motion was made by Director Altieri and seconded by Director Santos to approve the monthly Treasurer Report and Unaudited Financial Statements for the month ending November 30, 2018, and passed 4-0 by the following vote:

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

ITEM NO. 9
APPROVE SPONSORSHIP OPPORTUNITIES
WITH THE OAKDALE CHAMBER OF COMMERCE FOR 2019

A motion was made by Director Altieri and seconded by Director Santos to approve the sponsorship opportunities with the Oakdale Chamber of Commerce for 2019, and passed 4-0 by the following vote:

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

ITEM NO. 10
APPROVE AMENDMENT TO OAKDALE IRRIGATION DISTRICT'S
ORGANIZATIONAL CHART TO ADD ONE DISTRIBUTION SYSTEM
OPERATOR/CONSTRUCTION AND MAINTENANCE WORKER POSITION

A motion was made by Director Altieri and seconded by Director Santos to approve the amendment to the Oakdale Irrigation District's Organizational Chart to add one Distribution System Operator/Construction and Maintenance Worker position, and passed 4-0 by the following vote:

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

ITEM NO. 11
APPROVE LEASE AMENDMENT WITH GGD OAKDALE, LLC FOR THE
DSO OFFICE AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE

A motion was made by Director Altieri and seconded by Director Santos to approve the Lease Amendment with GGD Oakdale, LLC for the DSO office and authorize the General Manager to Execute, and passed 4-0 by the following vote:

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

ITEM NO. 12
APPROVE AMENDMENT NO. 13 TO PROFESSIONAL SERVICES AGREEMENT
2008-PSA-007 WITH BOUTIN JONES, INC. FOR REVISED RATE SCHEDULE

A motion was made by Director Altieri and seconded by Director Santos to approve Amendment No. 13 to Professional Services Agreement 2008-PSA-007 with Boutin Jones, Inc. for revised rate schedule, and passed 4-0 by the following vote:

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

ITEM NO. 13
APPROVE WORK RELEASE 087 TO PROFESSIONAL SERVICES
AGREEMENT 2009-PSA-016 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL
SERVICES TO PROVIDE SURVEYING SERVICES AND PLAT AND LEGAL
DESCRIPTIONS FOR THE KEARNEY LATERAL THROUGH APN: 010-040-006

A motion was made by Director Altieri and seconded by Director Santos to approve Work Release 087 to Professional Services Agreement 2009-PSA-016 with Giuliani & Kull, Inc. for professional services to provide surveying services and plat and legal descriptions for the Kearney Lateral through APN: 010-040-006, and passed 4-0 by the following vote:

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

ITEM NO. 14
APPROVE REQUEST FOR NEW CONNECTION OF
SUBSTANDARD PARCEL (APN: 010-018-078 – DEBORAH BANKE)

A motion was made by Director Altieri and seconded by Director Santos to approve the request for new connection of substandard parcel (APN: 010-018-078 – Deborah Banke), and passed 4-0 by the following vote:

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

ITEM NO. 15
APPROVE DEFERRED CONDITIONS OF APPROVAL
AGREEMENT (APNS: 010-018-077/078 – DEBORAH BANKE)

A motion was made by Director Altieri and seconded by Director Santos to approve the Deferred Conditions of Approval Agreement (APN: 010-018-077/078 – Deborah Banke), and passed 4-0 by the following vote:

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

ACTION CALENDAR
ITEMS NOS. 16 - 19

ITEM NO. 16

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION
ADOPTING THE 2019 INVESTMENT POLICY OF THE OAKDALE
IRRIGATION DISTRICT ("OID"), RELATED ANNUAL INVESTMENT
POLICY DELEGATION OF AUTHORITY AND DIRECTION OF INVESTMENT

A motion was made by Director Doornenbal and seconded by Director Altieri to approve the Resolution Adopting: (a) the Revisions to the 2019 Investment Policy in Adherence with Recent California Government Code Changes; (b) delegate the Full Authority to Invest and Reinvest District Funds, Pursuant to California Government Code Section 53607 to the Treasurer Under the Supervision of the Finance Committee; and(c) the Finance Committee's Direction Allowing the Treasurer to Invest District Funds in Investments other than the Local Agency Investment Fund (LAIF) as Directed in Prior Years, and passed 4-0 by the following vote:

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

ITEM NO. 17

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE
AWARD OF BID FOR THE 2019 FURNISHING AND DELIVERY
OF GASOLINE AND DIESEL FUEL TO W. H. BRESHEARS, INC.

A motion was made by Director Altieri and seconded by Director Santos to award the bid for the 2019 furnishing and delivery of gasoline and diesel fuel to W. H. Breshears, Inc., and passed 4-0 by the following vote:

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

ITEM NO. 18

REVIEW AND TAKE POSSIBLE ACTION TO APPROVE WORK RELEASE
NO. 018 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003
WITH CONDOR EARTH TECHNOLOGIES, INC. TO UPDATE CONSTRUCTION
DOCUMENTS AND PROVIDE CONTRACTOR BIDDING SUPPORT FOR THE
SOUTH MAIN CANAL IMPROVEMENT PROJECT SEGMENT FOUR
LONG-TERM REPAIRS AND AUTHORIZE GENERAL MANAGER TO EXECUTE

A motion was made by Director Doornenbal and seconded by Director Santos to approve Work Release No. 018 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to update construction documents and provide contractor bidding

support for the South Main Canal Improvement Project segment four long-term repairs and authorize General Manager to Execute, and passed 4-0 by the following vote:

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

ITEM NO. 19
REVIEW AND TAKE POSSIBLE ACTION TO APPROVE WORK
RELEASE NO. 019 TO PROFESSIONAL SERVICES AGREEMENT
2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. TO
CONDUCT A FACILITIES HAZARD INSPECTION AND REPORT FOR THE
MAIN CANAL SYSTEMS AND AUTHORIZE GENERAL MANAGER TO EXECUTE

A motion was made by Director Doornenbal and seconded by Director Santos to approve Work Release No. 019 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to conduct a facilities hazard inspection and report for the main canal system and authorize the General Manager to execute, and passed 4-0 by the following vote:

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

DISCUSSION
ITEM NOS. 20, 21

ITEM NO. 20
DISCUSSION ON NEXT STEPS IN PROVIDING OUT-OF-DISTRICT
WATER TO LOCAL AGRICULTURAL WATER USERS IN
LIGHT OF THE RECENT OGA V. OID APPELLATE COURT DECISION

Water Counsel Tim O'Laughlin discussed his memo that was attached to the agenda item regarding the influence that the OGA v. OID Appellate Court and lower court decisions had on the District providing out-of-district water to local agricultural water users, what OID needs to do to address the CEQA requirements, and what OID's obligations are for future out-of-district water sales.

ITEM NO. 21
DISCUSSION / PRESENTATION ON THE DISTRICT'S
SURFACE DIVERSIONS AND DEEP WELL PRODUCTION

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

COMMUNICATIONS
ITEM NO. 22

A. GENERAL MANAGERS REPORT

There was no report given by the General Manager.

B. COMMITTEE REPORTS

Finance Committee Meeting, January 10, 2019 @ 11:00 a.m.

- Discussion on Draft 2019 Investment Policy

Action was previously taken on this agenda item.

C. DIRECTORS COMMENTS

Director Altieri

Director Altieri hoped everybody has a happy 2019.

Director Doornenbal

Director Doornenbal stated that everything is good and getting done in the District. He also wished everyone a happy 2019.

Director Santos

Director Santos had no comments.

Director Orvis

Director Orvis stated that we are moving on to 2019 and he is tired of hearing about people making badges targets.

At the hour of 11:33 a.m. the meeting adjourned to Closed Session.

CLOSED SESSION
ITEM NO. 23

A. Government Code §54956.9(d)(2) – Significant Exposure to Litigation
Three (3) Cases

At the hour of 12:37 p.m. the Board returned to open session.

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

OTHER ACTION
ITEM NO. 24

At the hour of 12:38 p.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 5, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, January 17, 2019 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

Tom Orvis, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-01**

2019 INVESTMENT POLICY

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

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

WHEREAS, the Board of Directors approve the revisions to the 2019 Investment Policy in adherence with recent California Government Code changes; delegate the full authority to invest and reinvest District funds, pursuant to California Government Code Section 53607 to the Treasurer under the supervision of the Finance Committee; and approves the Finance Committee's direction allowing the Treasurer to invest District funds in investments other than the Local Agency Investment Fund (LAIF) as directed in prior years.

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

Upon Motion of Director Doornenbal and seconded by Director Altieri and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 15th day of January 2019, by the following vote:

Ayes:	Directors Altieri, Doornenbal, Orvis, Santos
Noe:	None
Abstain:	None
Absent:	Director DeBoer

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 4
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

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

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Drill Tech Drilling & Shoring, Inc.	Two Mile Bar Tunnel-WR#001	\$672,407.98
OID Improvement Districts	December 2018 Reimbursement	114,777.01
Rinker Materials	42" & 72" Concrete Pipes & Elbows	100,011.22
Damrell, Nelson, Schrimp, Pallios	Attorney Fees – Oct, Nov, Dec 2018	66,762.84
CalPERS	Retirement Contributions - January	59,072.91
Tri-West Tractor Incorporated	Excavator, Loader, Pipe Lifter - Rentals	52,550.75
Fishbio Inc.	Honolulu Bar - April – September 2018	20,778.12
Provost & Pritchard Consulting	WR #033	14,068.00
Giuliani & Kull, Inc.	WR #062, #079, #080, #083 - #085	12,687.50
Morrill Industries, Inc.	12", 18.7" & 30" Starter Couplers	12,307.93
Sub Total Top Ten:		\$1,125,424.26
Other Obligations:		\$159,625.90
Total Obligations:		\$1,285,050.16

FISCAL IMPACT: \$1,285,050.16

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

February 5, 2019

Accounts Payable
Check Register - February 5, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
ACH		CalPERS	\$59,072.91	Retirement Contributions - January
ACH		Visa	\$1,213.92	Visa Expenses
24988	1/11/2019	Weeks, Brian	\$1,510.95	Reissue Payroll Check PPE: 1/5/19
24989	1/15/2019	California State Disbursement Unit	\$207.69	Levy
24990	1/15/2019	California State Disbursement Unit	\$364.60	Levy
24991	1/15/2019	Comcast Business	\$323.21	Office Phone Charges - January
24992	1/15/2019	First Choice Supply Company	\$962.54	Rainsuits, Gloves
24993	1/15/2019	Franchise Tax Board	\$342.60	Levy
24994	1/15/2019	Friends of Oakdale Heritage	\$450.00	2019 Casino Night - Sponsorship
24995	1/15/2019	Modesto Irrigation District	\$127.31	Electricity
24996	1/15/2019	Newegg Business, Inc.	\$47.67	Cable Crimper
24997	1/15/2019	Oakdale Leader	\$2,113.02	Employment Ad - System Operator
24998	1/15/2019	P G & E	\$10,105.19	Electricity
24999	1/15/2019	Sutter Employee Assistance Program	\$425.00	EAP - 4th Quarter 2018
25000	1/15/2019	Verizon Wireless	\$2,132.49	Cimis Station & Cell Phone Charges - December
25001	1/25/2019	Allied Concrete Pumping, LLC	\$1,188.00	Concrete Pumping
25002	1/25/2019	Bobcat Central, Inc.	\$219.03	Seal-Kits, Belts, Oil Filter
25004	1/25/2019	California State Disbursement Unit	\$207.69	Levy
25005	1/25/2019	California State Disbursement Unit	\$364.60	Levy
25006	1/25/2019	Central Valley Ag Grinding, Inc.	\$134.00	Waste Disposal - December
25007	1/25/2019	Franchise Tax Board	\$175.00	Levy
25008	1/25/2019	Oakdale Leader	\$30.00	Community Awareness - December
25009	1/25/2019	Operating Engineers Union Local No. 3	\$3,200.00	Union Dues - PPE: 1/19/19
25010	1/25/2019	P & L Concrete Products, Inc.	\$166.14	Concrete
25011	1/25/2019	Redwood Health Services	\$362.75	125 Cafeteria Plan & Cobra - February
25012	1/25/2019	Rinker Materials	\$10,579.66	72" Concrete Pipes
25013	1/25/2019	SonTek / YSI Incorporated	\$670.01	Cables, Mounting Brackets
25014	1/25/2019	Tri-West Tractor Incorporated	\$41,713.25	Excavator, Loader, Pipe Lifter - Rentals - 11/6/18 - 12/17/18
25015	1/25/2019	W. H. Breshears, Inc.	\$1,427.49	Fuel
25016	1/29/2019	Borba, A.J.	\$28.00	CA Irrigation Institute Annual Conference - Per Diem
25017	2/5/2019	Ace Hardware	\$1,057.70	Circular Saws, Tape Measures, PVC Bells, Elbows, Power Cords
25018	2/5/2019	Acme Rigging & Supply Company	\$263.71	Safety Hooks, Ring, Sling
25019	2/5/2019	Ahern Rentals, Inc.	\$1,992.68	126' Boom
25020	2/5/2019	Allied Concrete and Supply Co., Inc.	\$11,704.46	Concrete
25021	2/5/2019	All Rigging Company	\$1,208.39	Load Binders, Chains, Winch Bar
25022	2/5/2019	Amazon	\$708.14	Switches, Steel Rack, Phone Holsters, Cables, Phone Chargers
25023	2/5/2019	AT&T Mobility	\$53.55	GPS Device - January
25024	2/5/2019	Becker, Chris	\$319.84	Health & Wellness Reimbursement - January - December
25025	2/5/2019	BG Agri Sales & Service	\$463.31	12V Pumps - #39, #55
25026	2/5/2019	Bissell-Vargas, Kristy	\$48.00	Health & Wellness Reimbursement - January
25027	2/5/2019	Buila, Joseph	\$33.00	Writing With Purpose Workshop - Per Diem
25028	2/5/2019	Cal Poly Corporation	\$215.00	Registration - Pumps I & Pumps II Class
25029	2/5/2019	Casey Moving Systems Records Management	\$96.00	Shredding - December
25030	2/5/2019	C & C Portables, Inc.	\$1,440.89	Portable Toilet Rental - January

Accounts Payable

Check Register - February 5, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25031	2/5/2019	Central Valley Software Solutions	\$4,300.00	Storm Annual Support, Storm iOS Annual Reader Support
25032	2/5/2019	Chicago Title	\$112.20	Refund - APN: 014-034-007
25033	2/5/2019	Comcast	\$605.90	Analog Lines, T.V., Internet - January
25034	2/5/2019	Condor Earth Technologies, Inc.	\$2,016.50	WR # 016
25035	2/5/2019	CW Wraps & Marketing, Inc.	\$6,928.00	TMB Tunnel Jackets
25036	2/5/2019	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$66,762.84	Attorney Fees - October, November, December 2018
25037	2/5/2019	Denair Lumber Company, Inc.	\$394.54	Doug Fir
25038	2/5/2019	Dennis Wing Trucking	\$736.00	Haul Dirt
25039	2/5/2019	Department of Fish and Wildlife	\$400.00	Annual CNDDB Renewal
25040	2/5/2019	Drill Tech Drilling & Shoring, Inc.	\$672,407.98	WR #001 - Two Mile Bar Tunnel
25041	2/5/2019	Durrett, Jason	\$276.66	ITRC Flow Meas. & Canal Operation - Mileage
25042	2/5/2019	Ellis Self Storage, Inc.	\$85.00	Storage - February
25043	2/5/2019	EZ Haul	\$3,816.41	PVC Premier Plugs, Pallet
25044	2/5/2019	Far West Laboratories, Inc.	\$3,030.00	Bac-T Tests, Nitrate Test, 123 TCP Tests
25045	2/5/2019	Fastenal Company	\$305.24	Wedge Anchors
25046	2/5/2019	First American Title Company	\$266.38	Refund - APN: 010-012-040
25047	2/5/2019	Fishbio Inc.	\$20,778.12	Honolulu Bar - April - September 2018
25048	2/5/2019	Freeman Designs	\$511.53	Time Cards
25049	2/5/2019	Fresno Valves & Castings, Inc.	\$5,127.53	12", 18" & 24" Gates, Frames
25050	2/5/2019	Garton Tractor, Inc.	\$486.47	Drive Shaft, Filters, Seal - RTV 1100
25051	2/5/2019	George Reed, Inc.	\$2,221.66	Crushed Rock
25052	2/5/2019	George W. Lowry, Inc.	\$2,848.16	Transmission Fluid, Oil, Grease
25053	2/5/2019	Gilton Resource Recovery Transfer Facility, Inc.	\$1,994.56	Waste Disposal - December
25054	2/5/2019	Gilton Solid Waste Management, Inc.	\$1,282.81	Refuse Charges - December
25055	2/5/2019	Giuliani & Kull, Inc.	\$12,687.50	WR #062, #083 - #085, #079, #080
25056	2/5/2019	Green Rubber-Kennedy Ag	\$2,188.07	Aluminum Camlock Fittings, Flex Hose
25057	2/5/2019	Haidlen Ford	\$950.66	Towing Hook, Brake Pads, Fuel Filler Neck, Canister Assembly
25058	2/5/2019	Hibdon, William and/or Maricela	\$10.00	Easement Grant - APN: 002-010-065
25059	2/5/2019	Hilmar Lumber, Inc.	\$726.61	PVC Elbows, Couplers, Tees
25060	2/5/2019	Hixco	\$418.86	Brushes, Respirators
25061	2/5/2019	J.M. Equipment Co., Inc.	\$92.55	Ball Stud
25062	2/5/2019	Ketchum Jr., Castle	\$33.00	Writing With Purpose Workshop - Per Diem
25063	2/5/2019	Knights Ferry School District	\$250.00	Annual Live Auction & Dinner
25064	2/5/2019	Lowes	\$426.91	Concrete, Pallets
25065	2/5/2019	Mihok, Dr. Tom	\$95.00	Safety Glasses
25066	2/5/2019	Mission Uniform Service	\$1,434.50	Uniform Service
25067	2/5/2019	Modesto Bee	\$216.84	Social Media Sponsored Post
25068	2/5/2019	Modesto Steel	\$2,496.60	Beams, Pipes, Flat Bars
25069	2/5/2019	Moore Quality Galvanizing L.P.	\$3,740.15	Beams, Pipe Sleeves
25070	2/5/2019	Morrill Industries, Inc.	\$12,307.93	12", 18.7" & 30" Starter Couplers, 21" Compression Starters
25071	2/5/2019	National Meter & Automation, Inc.	\$4,922.92	Water Meters, Digital Encoders
25072	2/5/2019	Newegg Business, Inc.	\$124.50	Converters, Antistatic Bags
25073	2/5/2019	Oakdale Automotive Repair & Tire	\$3,072.40	Tires - #23, #71, TR9, TR12 - 14, TR18, S300
25074	2/5/2019	Oakdale Auto Parts	\$151.27	Valve Extensions, Door Latch, Oil Pumps, Grease - #133
25075	2/5/2019	Oakdale Chamber of Commerce	\$3,000.00	2019 Sponsorship, 2019 Leadership Application - Cisneros
25076	2/5/2019	Oakdale High School Sports Booster Club	\$500.00	Sponsorship
25077	2/5/2019	Oakdale Swim Team	\$500.00	Donation - Annual Crab Feed

Accounts Payable
Check Register - February 5, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25078	2/5/2019	Oak Valley Hospital	\$75.00	DOT Exam
25079	2/5/2019	Office Depot	\$1,305.22	Office Supplies
25080	2/5/2019	OID Improvement Districts	\$114,777.01	December 2018 Reimbursement
25081	2/5/2019	OID Secretary's Petty Cash	\$77.72	Petty Cash Reimbursement
25082	2/5/2019	O'Laughlin & Paris LLP	\$4,585.00	Attorney Fees
25083	2/5/2019	Old Republic Title Company	\$45.00	Refund - APN: 064-004-005
25084	2/5/2019	Pakmail	\$44.70	Shipping Charges
25085	2/5/2019	P & L Concrete Products, Inc.	\$282.50	Concrete
25086	2/5/2019	Portola Systems, Inc.	\$150.00	Microsoft Windows 10 - License
25087	2/5/2019	Pridestaff	\$2,108.70	Temp Employee - Finance Dept
25088	2/5/2019	Principal Financial Group	\$933.54	Life Insurance - February
25089	2/5/2019	Provost & Pritchard Consulting Group	\$14,068.00	WR #033
25090	2/5/2019	Resource Building Materials	\$125.99	Concrete
25091	2/5/2019	Rinker Materials	\$89,431.56	72" Concrete Pipes, 42" Concrete Pipes & Elbows
25092	2/5/2019	Rubicon, Inc.	\$9,376.00	2019 Software - License & Support
25093	2/5/2019	Safe-T-Lite of Modesto, Inc.	\$194.06	Guineas Boxes, Hand Sign
25094	2/5/2019	Sage Designs, Inc.	\$4,405.43	Registration - SCADA Pack With Telepace
25095	2/5/2019	Samba Holdings, Inc.	\$162.00	Fleet Watch - December
25096	2/5/2019	San Joaquin County Treasurer	\$120.00	Building Permit Fee - Escalon-Bellota Rd
25097	2/5/2019	Scheftic, John	\$240.00	Health & Wellness Reimbursement - August - December
25098	2/5/2019	South San Joaquin Irrigation District	\$2,151.61	Routine Joint Supply Maintenance - December, Tri Dam Training
25099	2/5/2019	State Water Resources Control Board	\$2,856.00	Small Water System Annual Fees - 7/1/18 - 6/30/19
25100	2/5/2019	Target Specialty Products	\$3,960.40	Roundup
25101	2/5/2019	TP Express	\$150.00	Portable Toilet Rental - February
25102	2/5/2019	Tri-West Tractor Incorporated	\$10,837.50	Loader - Rental - 12/6/18 - 1/4/19
25103	2/5/2019	Harlan & Cariste Blase Harlan, James	\$100.00	Refund - APN: 010-077-011
25104	2/5/2019	Chicago Title Company	\$139.65	Refund - APN: 010-077-011
25105	2/5/2019	United Rentals Northwest, Inc.	\$3,749.42	Trench Box, Pipe Puller, Lifting Bridle - Rentals
25106	2/5/2019	United Textile	\$476.65	Paper Towels
25107	2/5/2019	Valley Entry Systems, Inc.	\$296.66	Loop Detector, Wheel Assembly
25108	2/5/2019	Vella, Vince	\$275.88	Health & Wellness Reimbursement - January - December
25109	2/5/2019	Weeks, Brian	\$63.01	ITRC Training - Fuel
25110	2/5/2019	W. H. Breshears, Inc.	\$4,923.49	Fuel
25111	2/5/2019	White Cap Construction Supply	\$2,966.22	Dust Extractor, Waterstop Splicing Iron, Sealant, Backer Rods
25112	2/5/2019	White, Virgil	\$118.97	Health & Wellness Reimbursement - October - December
25113	2/5/2019	Wienhoff Drug Testing, Inc.	\$765.00	Random Selection Drug Testing - December
25114	2/5/2019	Wille Electric Supply Co., Inc.	\$1,103.12	Socket Box, Cable, PVC Conduit, Elbows, Bells, Light Bulbs
			<u>\$1,284,951.16</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
February 5, 2019

VOIDED Check No. 25003

THE FOREGOING CLAIMS, NUMBERED 24988 Through 25114 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 5
APN: N/A

SUBJECT: APPROVE OLD IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Old Improvement District's Statement of Obligations

BACKGROUND AND DISCUSSION:

Check number 0106 for the reimbursement of Improvement District's December 2018 O & M expenses and Annual Administrative Fees in the amount of \$79,207.42 is being submitted for Board approval.

FISCAL IMPACT: \$79,207.42

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**

0106

DATE: 5-Feb-19		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	DECEMBER O & M Expense and Annual Admin Fee	I.D. #	DECEMBER O & M Expense and Annual Admin Fee		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	16,707.74		
19	22.89	45	2,200.04	I.D. #	Construction In Progress
20		46	2,748.35		
21		48		45	\$302.77
22	755.33	51	5,230.26		
26		52	51,217.15		
29	22.89				
SUB-TOTAL	\$801.11	SUB-TOTAL	\$78,103.54	SUB-TOTAL	\$302.77
				VOUCHER CHARGES	
				Maintenance & Operations	\$78,904.65
				Capital Projects	\$302.77
				TOTAL AMOUNT	\$79,207.42

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2019 - FEBRUARY 5, 2019**

CHECK NO.	PAYABLE TO:	AMOUNT	DATE
0105	OAKDALE IRRIGATION DISTRICT	\$57,296.58	01/15/2019
0106	OAKDALE IRRIGATION DISTRICT	79,207.42	02/05/2019

THE FOREGOING CLAIM NUMBERED 0106 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 6
APN: 010-033-043

SUBJECT: APPROVE REJECTION OF CLAIM SUBMITTED BY TOM AND DIANA MATOUSEK

RECOMMENDED ACTION: Approve Rejection of Claim Submitted by Tom and Diana Matousek

BACKGROUND AND/OR HISTORY:

This claim is associated with an incident which occurred on or about July 21, 2018.

Staff recommends rejecting the claim and forwarding it to ACWA JPIA. A rejection by the Board is not a statement it disagrees with the claim nor is it an admission of fault.

FISCAL IMPACT: Estimated \$4,400

ATTACHMENTS:

➤ Claim Form

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:

Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

Resubmitted Received

JAN 14 REC'D

Received

SEP 27 2018

NAME OF DISTRICT:

Oakdale ID Counter

1 Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth.
Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking **medical damages**, we **MUST** have both your Social Security Number and your date of birth.

Name: Tom & Diana Matousek
Address(es): 10249 Rodden Road
Oakdale CA 95361

Phone Number: (909) 241 1976

Social Security No.:

Date of Birth: 9/22/61

E-mail: dsmatousek@gmail.com

2 List name, address, and phone number of any witnesses.

Name: n/a

Address:

Phone Number: ()

3 List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.

Date: 7/21/18

Time:

Place: 10249 Rodden Road

Tell What Happened (give complete information):

Tree from irrigation canal at top of driveway
fell onto RV and damaged the roof and canopies.
A/C does not work -

Photos were taken by Jc at OVD.

If additional photos are needed they are available

NOTE: Attach any photographs you may have regarding this claim.

4 Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.

have not taken RV in for repair

5 Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.

n/a

6 The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

Date: 9/27/18

Time: 4:15 pm

Signature:

Diana Matousek

ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 7
APN: N/A

SUBJECT: APPROVE 2019 MISCELLANEOUS RATES AND CHARGES FOR SPECIAL SERVICES

RECOMMENDED ACTION: Approve the 2019 Miscellaneous Rates and Charges for Special Services effective February 1, 2019

BACKGROUND AND/OR HISTORY:

The District provides many "*special services*" for individual or prospective customers. Because these services do not benefit all of the customers of the District, the possibilities of inequitable service exist. The charges for these services are based on recovery of the costs related to providing the services. The Miscellaneous Rates and Charges Model was developed to perform the calculations and document the level of effort and costs associated with each charge.

Per Resolution 2016-43, the Schedule of Miscellaneous Rates and Charges for Special Services is updated on an annual basis on or about January 1st of each year based on the formulas provided in the 2013 Miscellaneous Rates and Charges Model.

The model provides for the following allocation of costs related to the services provided:

- In-District customers were set at 50% of the labor component plus 100% of any direct costs.
- Out-of-District customer rates were set at 100% of the cost of service.

Staff recommends that the 2019 rates as provided by the 2013 Miscellaneous Rates and Charges Model be set as indicated on the attached Miscellaneous Rates and Charges Schedule retroactive to February 1, 2019.

FISCAL IMPACT: \$25,000 estimate

ATTACHMENTS:

- Miscellaneous Rates & Charges Schedule
- 2016-43 Resolution Rates and Charges for Special Services

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
MISCELLANEOUS RATES & CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2019**

Rate / Charge	Rate / Charge Purpose	Proposed 2019 Rates				2018 Rates	
		In-District	Out-of-District			In-District	Out-of-District
Ag Pump Rental Usage Charge	A charge to reimburse the District for the costs associated to an individual landowner use of District pumps.	\$272.50	\$545.00	Plus cost of power and O&M		\$267.00	\$534.00
Annexation Fee	A charge to reimburse the District for its costs incurred for construction, maintenance, and purchase of existing capital facilities used by the	N/A	\$3,245.00	Per acre		N/A	\$2,987.00
Construction Water for Old Domestic Water System	A charge to reimburse the District for costs associated to an individual's use of a rural water meter and water costs.	\$106.00	\$212.00	\$500 retainer plus processing charge plus current rural water per c.f. use charge		\$105.50	\$211.00
Copying Charge	A charge to reimburse the District for the copying costs and staff time.	\$0.25	\$0.25	Per page		\$0.24	\$0.24
Delinquent Account County Processing Charge	A charge for the processing delinquent payments previously forwarded to the county.	\$48.00	N/A	Plus applicable county charges		\$48.00	N/A
Discharge - Agricultural Permit	A charge to cover the cost of managing the discharge into District facilities year-around.	\$2,080.00	\$4,160.00	Paid annually		\$2,057.50	\$4,115.00
Discharge - Storm Permit	A charge to cover the cost of managing the discharge into District facilities during the winter only.	\$285.00	\$570.00	Paid annually		\$285.00	\$570.00
District Map Copies	A charge to reimburse the District for the copying costs and staff time.	\$33.00	\$33.00			\$32.00	\$32.00
Drainage Development Charge	A charge to cover the cost of associated to drainage developments.	\$500.00	\$500.00	Retainer plus all costs (legal, pumping, etc.)		\$500.00	\$500.00
Lien Release Charge	A charge for the processing lien releases on liens previously forwarded to the county.	\$64.50	\$64.50	Plus applicable county charge		\$64.50	\$64.50
Pumping from Old Canals	Staff time to process and monitor pumping from Old canals.	\$103.75	\$207.50	Per month		\$103.75	\$207.50
Reimbursement of Expenses	A charge to cover staff time in processing payments related to individual special services.	7.50%	15.00%			7.50%	15.00%

**OAKDALE IRRIGATION DISTRICT
MISCELLANEOUS RATES & CHARGES SCHEDULE
EFFECTIVE FEBRUARY 1, 2019**

Rate / Charge	Rate / Charge Purpose	Proposed 2019 Rates			2018 Rates	
		In-District	Out-of-District		In-District	Out-of-District
Return Check Charge	A charge for the cost of processing or reprocessing any invalid check or instrument used to pay a charge to the District.	\$32.00	\$32.00	Plus applicable bank costs	\$32.00	\$32.00
Special Projects charge	To reimburse the District for all costs associated to special projects.	\$500.00	\$500.00	Retainer (based on actual cost)	\$500.00	\$500.00
Structure Application Review Charge	A charge for the average processing time to review Structure Applications.	\$427.00	\$854.00		\$423.50	\$847.00
Surface Irrigation Water Reconnection Charge	A charge to cover the cost and preparation of a statement itemizing the current year plus one year's water charges.	\$270.00	N/A	Plus a 5-year minimum / 10-year maximum of water charges, plus physical reconnection costs	\$270.00	N/A
Surface Irrigation Water New Connection Charge	A charge to cover the cost and preparation of a statement itemizing the current year plus one year's water charges.	\$270.00	N/A	Plus current year water charges, plus physical reconnection costs	\$270.00	N/A
Surface Irrigation Water Service Abandonment Charge	A charge to cover time and cost of physical disconnect.	\$270.00	N/A	Plus costs of physical disconnect costs	\$270.00	N/A
Tape Recording Copies	A charge to cover the cost of the tape and staff time to copy.	\$15.50	\$15.50		\$15.50	\$15.50
Temporary Use of District Conveyance	A charge to cover time.	\$219.75	\$439.50		\$219.75	\$439.50
Title Transfer Charge	A charge per deed for processing title changes on all District records, excluding changes as a result of a death.	\$24.00	N/A		\$24.00	N/A
Water Theft Fine	A fine for the recovery of damages for the unauthorized diverting of water or tampering with OID water	\$500	\$500	<u>Non-Drought Year Fine</u>		\$500
		\$750	\$750	1st offense *	\$500	\$750
		\$1,250	\$1,250	2nd offense*	\$750	\$1,250
				3rd offense*	\$1,250	\$1,250
				* Plus out-of-district water charges for volume of water used.		
				<u>Drought Year Fine</u>		
		\$1,500	\$1,500	1st offense	\$1,500	\$1,500
		\$2,500	\$2,500	2nd offense	\$2,500	\$2,500
				* Plus out-of-district water charges for volume of water used.		

**OAKDALE IRRIGATION DISTRICT
AMENDED
RESOLUTION NO. 2016-43
REPLACEMENT OF RESOLUTION NO. 2014-53**

MISCELLANEOUS RATES AND CHARGES FOR SPECIAL SERVICES

WHEREAS, the Oakdale Irrigation District provides many special services for individual or prospective customers;

WHEREAS, these special services do not benefit all the customers of the District, the costs of these services may be recovered with a rate or fee related to the services provided; and

WHEREAS, the State of California Water Code, Section 22283, provides that the District prescribe reasonable rules and regulations to carry out the provisions of Section 22280 et seq.; and

WHEREAS, the District desires to adopt certain rules, charges and penalties to implement said provisions;

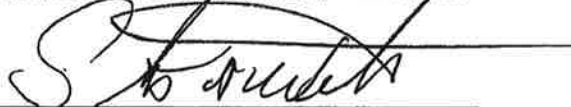
WHEREAS, the District desires to amend the revised Miscellaneous Rates and Charges for Special Services effective January 1, 2016;

NOW, THEREFORE, BE IT RESOLVED, that the rates and charges listed are deemed to be equitable and are to be applied consistently to all individuals who use these services. The attached Miscellaneous Rates and Charges Schedule ("Schedule") is applicable to work requested by a customer which is not for the exclusive benefit of the District. The Schedule will be updated on or about January 1st each year based on the formulas provided in the 2013 Miscellaneous Rates and Charges Model; and

BE IT FURTHER RESOLVED, that this resolution supersedes any other previous resolution relating to the above subject matter.

Upon motion of Director Doornenbal, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled resolution was unanimously adopted this 21st day of June 2016.

OAKDALE IRRIGATION DISTRICT



Steve Webb
President



Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 8
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 088 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO STAKE THE WILLIAMS PIPELINE EASEMENT THROUGH APNS: 204-209-27/46

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 088 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Stake the Williams Pipeline Easement through APNS: 204-209-27/46

BACKGROUND AND/OR HISTORY:

Work Release No. 088 will allow Giuliani & Kull to provide the necessary research, calculations, fieldwork and drafting to determine the easement for the Williams Pipeline within the parcels noted. Giuliani and Kull will mark the northerly limits of the easement in the field.

Giuliani & Kull will perform said professional services on a Time and Material basis for an estimated amount of \$700.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 088 for professional services as described above.

FISCAL IMPACT: Estimated Amount \$700.00

ATTACHMENTS:

- Work Release No. 088 including Exhibit "A"
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release #088

Williams Pipeline – Easement Staking **APN: 204-209-27/46**

Description

The Oakdale Irrigation District (OID) requires Giuliani & Kull to stake the 20' easement for the Williams Pipeline. Giuliani & Kull will perform the necessary research, calculations, field work and drafting to determine the easement for the Williams Pipeline within the parcels noted above and will stake the northerly limits of the easement in the field. See the attached Exhibit "A" for details, inclusions and exclusions.

Pricing & Schedule

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

Boundary Survey	\$400.00
Easement Staking	<u>\$300.00</u>
Estimated Not to Exceed Total:	\$700.00

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

Terms and Conditions:

All Terms and Conditions for Work Release No. 088 will remain in effect as identified in the **Professional Services Agreement 2009-PSA-015**.

Oakdale Irrigation District

By: _____
Name: Steve Knell, P.E.
Title: General Manager
Date: _____

Giuliani & Kull, Inc.

By: _____
Name: Bill Kull
Title: President
Date: _____

Exhibit "A"



January 17, 2019

Emily Sheldon
Oakdale Irrigation District
1205 E. F Street
Oakdale, CA 95361

Subject: Proposal for Surveying Services
 20' Williams Pipeline Easement Staking - San Joaquin Co. APN 204-209-27 & 46

Dear Mrs. Sheldon:

We are pleased to offer the attached estimate for surveying services associated with staking the 20' O.I.D. Williams Pipeline Easement through San Joaquin County APN 207-209-27 & 46. A scope of services is attached for your review.

We look forward to working with you on this project.

Sincerely,

GIULIANI & KULL, INC.

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

AGREEMENT

ESTIMATE FOR SURVEYING SERVICES

SITE

O.I.D. Williams Pipeline

- San Joaquin County APN 207-209-27 & 46

CLIENT

Oakdale Irrigation District

Contact: Emily Sheldon

1205 E. F Street

Oakdale, CA 95361

(209) 847-0341

CONSULTANT

Giuliani & Kull, Inc.

440 S. Yosemite Avenue, Suite A

Oakdale, CA 95361

(209) 847-8726

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

SCOPE OF SERVICES

The following scope of services is offered for staking the 20' O.I.D. Williams Pipeline Easement through San Joaquin County APN 207-209-27 & 46.

TASK 1 – Boundary Survey

Consultant will perform the necessary research, calculations, fieldwork, and drafting to establish critical boundary points along subject property. As part of the project, the existing rights-of-way of Steinegul Road and Lone Tree Road shall be established, along with the property lines for San Joaquin Co. APN 207-209-27 & 46 through which the William Pipeline Easement exists.

TASK 2 – Easement Staking

Consultant shall stake the existing right-of-way of Steinegul Road and Lone Tree Road upon San Joaquin County APN 207-209-27 & 46 in the area abutting the Williams Pipeline. Consultant shall also stake the northerly limits of the existing O.I.D. easement through said properties.

SERVICES NOT INCLUDED

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

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

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

CLIENT PROVIDED DATA

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

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

COST OF SERVICES

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

TASK 1 – Boundary Survey	\$400.00
TASK 2 – Easement Staking	<u>\$300.00</u>
TOTAL	\$700.00

TERMS

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

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

Respectfully submitted,



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

Accepted,

Title: _____
Date: _____

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 9
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 018 AND AMENDMENT NO. 006 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-002 WITH CH2M FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

RECOMMENDED ACTION: Approve Work Release No. 018 and Amendment No. 006 to Professional Services Agreement 2009-PSA-002 with CH2M for On-Call Professional Engineering Services and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

Work Release No. 018 will allow CH2M to provide continued technical assistance related to the wide range of projects that could include engineering services and water resource planning activities. The purpose of Work Release No. 018 is to provide an on-call authorization for CH2M to respond quickly to needs identified by OID. Amendment No. 006 is a change in the hourly rate schedule effective January 1, 2019. Attached to this agenda item is a summary of past and proposed hourly rates.

CH2M will perform said on-call professional engineering services on a Time and Material basis for a Not to Exceed Amount of \$10,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 018 for on-call professional engineering services and authorize the General Manager to execute Amendment No. 006 to amend the hourly rates.

FISCAL IMPACT: Work Release No. 018 - Not to Exceed Amount: \$10,000.00

ATTACHMENTS:

- Work Release No. 018
 - Contract Amendment No. 006
 - Exhibit "B" Revised
 - Hourly rate comparison
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release #018

On-Call Environmental and Engineering Services

Background

Oakdale Irrigation District (OID) has requested CH2M's continued technical assistance related to its wide range of projects that could include environmental documentation and permitting, engineering services, and water resources planning activities. The purpose of Work Release #018 is to provide an on-call authorization for CH2M to respond quickly to needs as identified by OID.

Scope of Work and Schedule

Work Release #015 authorizes budget for CH2M to provide technical services on an on-call and time and materials basis. As such, there is not a specific scope of work. Specific services and schedules will be defined and agreed to by OID and CH2M prior to initiating work.

Fee for Services

On-call services provided under Work Release #018 will be provided on a time and materials basis not to exceed \$10,000.

Terms and Conditions

All Terms and Conditions identified in **Professional Services Agreement 2009 – PSA – 002** will remain in effect for Work Release #018.

Oakdale Irrigation District

CH2M

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Greg Eldridge, P.E.

Title: General Manager

Title: Vice President

Date: _____

Date: _____



**OAKDALE IRRIGATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
2009-PSA-002, AMENDMENT NO. 06**

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 1st day of January, 2019, by and between Oakdale Irrigation District, hereinafter called the "District" and CH2M, hereinafter called the "Contractor" agrees to furnish at its own expense, all the labor, equipment and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by Owner per this AMENDMENT.

In connection with the foregoing Contract, the parties hereto mutually agree as follows:

1. Revise the Hourly Billing Rate Schedule to reflect the rates for the year 2019 as in the attached Exhibit "B" REVISED.

There are no other changes to the Professional Service Agreement. All Terms and Conditions of the original Professional Services Agreement 2009-PSA-002 remain the same for this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OAKDALE IRRIGATION DISTRICT

CH2M

Steve Knell, P.E.
General Manager

Greg Eldridge, P.E.
Vice President & Area Manager

Date: _____

Date: _____

Exhibit "B" REVISED

**CH2M HILL
District Engineer Rates
Professionals and Technicians*
2019 Hourly Billing Rates****

Classification	Rate
Principal	\$239
Senior Professional	\$231
Project Professional	\$199
Staff Professional 2	\$172
Staff Professional 1	\$140
Technician	\$151
Office Support	\$109

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2019 through December 31, 2019

A markup of 10% shall be applied to Subcontractors

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

Classification	2016	2017	2018	2019	Increase over 2018
Principal	\$218	\$225	\$232	\$239	3.02%
Senior Professional	\$211	\$217	\$224	\$231	3.13%
Project Professional	\$182	\$187	\$193	\$199	3.11%
Staff Professional 2	\$157	\$162	\$167	\$172	2.99%
Staff Professional 1	\$128	\$132	\$136	\$140	2.94%
Technician	\$139	\$143	\$147	\$151	2.72%
Office Support	\$100	\$103	\$106	\$109	2.83%
Average					2.96%

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 10
APNs: 010-074-012/013/014/016

SUBJECT: APPROVE REQUEST TO CONNECT SUB-STANDARD PARCELS AND DEFERRED CONDITIONS OF APPROVAL AGREEMENT (APNS: 010-074-012/013/014/016–GUICHARD)

RECOMMENDED ACTION: Approve Request to Connect Sub-Standard Parcels and Deferred Conditions of Approval Agreement (APNS: 010-074-012/013/014/016 – Guichard)

BACKGROUND AND/OR HISTORY:

The parcels noted above were created as part of a 2018 parcel split, and the owners wish to keep the parcels connected to OID irrigation services. The underlying parcel had historically been irrigated pasture served from a private pipeline off the OID Lesnini Lateral No. 1. The parcel split subjects the properties to the New Parcel Connection process per OID policy. Since the parcels are all less than 10 acres they are considered substandard and require Board approval to connect. A condition of substandard parcel connections is that the parcels continue to irrigate from the private pipeline that has historically served the property. The landowners have not yet completed independent irrigation improvements to each parcel, however they have no immediate intentions to sell the new parcels. As such, a Deferred Conditions of Approval Agreement is required to allow for the historical irrigation method to continue on the parcels until such time as there is a change in ownership or landuse. As the landowners' request is not anticipated to negatively impact OID operations, staff recommends approval of the substandard New Parcel Connection and Deferred Conditions of Approval Agreement.

FISCAL IMPACT: A fee has been collected to cover all District costs.

ATTACHMENTS:

- DRAFT 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: 010-074-012/013/014/016

DEFERRED CONDITIONS OF APPROVAL AGREEMENT

**BETWEEN JOSEPH A. AND PATRICIA J. GUICHARD, JOSEPH A. GUICHARD, PATRICIA GUICHARD, JOSEPH M. GUICHARD, NICHOLAS A. GUICHARD, AND
THE 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 at this time or changing the current land use. The landowners have requested that they be permitted to continue irrigating as they historically have, which is without an independent irrigation system, until either of the parcels change ownership or land use. On February 5, 2019, the Oakdale Irrigation District (DISTRICT) Board of Directors approved this Deferred Conditions of Approval Agreement with JOSEPH A. AND PATRICIA J. GUICHARD, AND JOSEPH A. GUICHARD, PATRICIA GUICHARD, JOSEPH M. GUICHARD, AND NICHOLAS A. GUICHARD (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: 010-074-012/013/014/016, 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 irrigation to the parcels. OWNER shall be responsible for all costs incurred.

By signing below, JOSEPH A. AND PATRICIA J. GUICHARD, AND JOSEPH A. GUICHARD, PATRICIA GUICHARD, JOSEPH M. GUICHARD, AND NICHOLAS A. GUICHARD, 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"

Joseph A. Guichard, Owner
APN: 010-074-012

Date

Patricia J. Guichard, Owner
APN: 010-074-012

Date

Joseph A. Guichard, Owner
APNs: 010-074-013/014/016

Date

Patricia Guichard, Owner
APNs: 010-074-013/014/016

Date

Joseph M. Guichard, Owner
APNs: 010-074-013/014/016

Date

Nicholas A. Guichard, Owner
APNs: 010-074-013/014/016

Date

Mailing Address: 10591 Gibbs Drive
Oakdale, CA 95361

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 _____

On _____ before me _____,

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 _____,

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)

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 _____,

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.

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Signature

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of _____

On _____ before me _____,

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 in the County of Stanislaus, State of California, and is described as follows:

Parcels, 1, 2, 3, and 4 as shown on the Parcel Map filed for record June 25, 2018 in Book 57, at Page 78, Stanislaus County Records.

APNs: 010-074-012/013/014/016

End of Description

DRAFT



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF FEBRUARY 5, 2019

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 11
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE REQUEST FROM THE STANISLAUS COUNTY FAIR TO BE A SHOW RING SPONSOR

RECOMMENDED ACTION: Approve the Request from the Stanislaus County Fair to be a Show Ring Sponsor in the sum of \$2,500

BACKGROUND AND/OR HISTORY:

The Board of Directors approved the request from the Stanislaus County Fair to be a show ring sponsor in the sum of \$2,500 in 2018. The Stanislaus County Fair Chief Executive Officer Matt Cranford has contacted the District again this year to see if the District would like to sponsor the show ring in 2019. As in 2018, a banner will be placed in the show ring and will remain up all ten days of the Fair as well as the District being publicized in all press releases, eBlasts, social media announcing, and will also be recognized as a sponsor of the show ring in a press release.

This is brought to the full Board for approval due to the sum of the request. Mr. Cranford will be present to answer any questions of the Board.

FISCAL IMPACT: \$2,500

ATTACHMENTS:

- Stanislaus County Fair Show Ring Information

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:



SPONSORSHIP AGREEMENT
AGREEMENT # SC-28-2019
DATE ISSUED: October 4th, 2018

1. The parties to this agreement are:

38TH DISTRICT AGRICULTURAL ASSOCIATION (38th DAA) / STANISLAUS COUNTY FAIR, hereafter referred to as the Fair, and **Oakdale Irrigation District** hereinafter referred to as the Sponsor.

2. **TERM OF CONTRACT:** Date of agreement through the **2019** Stanislaus County Fair, which will be held **JULY 12-21, 2019**.

3. **AREA/TYPE OF SPONSORSHIP:** **Show Ring**

4. The Sponsorship Program is subject to the terms and conditions of this agreement. No alteration or abbreviation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

5. The Fair will conduct and promote the program described herein to the best of their efforts. Inclement weather or other occurrences may require Fair officials to consider relocation, rescheduling or other changes to the program contrary to what has been originally planned.

6. Sponsor has the right to use the name of the event in connection with the sponsorship. All such materials are subject to advance written approval by the Fair CEO through his representative, Adrenna Alkhas, Marketing and Communication Director, at (209) 668-1333 x340 and/or Jamie Strozbach, Sponsorship & Events Coordinator, at (209) 668-1333 x339.

6. The Fair has the right to use Sponsor's name and logo in advertising and promoting the sponsorship program listed above.

7. This agreement may be renewed for the **2020** Stanislaus County Fair with the Sponsor having first right of refusal on or before **December 31, 2019**. However, neither party will be bound to the current terms of this agreement for future contracts and the terms of this agreement may be renegotiated.

8. **THE FAIR AGREES:**

- a. **Banners:** The Fair will provide one (1) 3' x 10' banner imprinted with Sponsor's full-color logo displayed at the Thurman Pavilion.
- b. **Visitors Guide:** Sponsor's name will be listed on the back page of the Fair's official Visitors Guide. This newspaper insert will be sent to approximately 61,000 *Modesto Bee* subscribers.
- c. **Website:** Sponsor's full-color logo will be highly visible on the Sponsors page of the Fair's website (www.stancofair.com).
- d. **Sponsor Appreciation Event:** Sponsor will be included in and recognized at the Fair's annual pre-Fair Sponsor Appreciation event to be held Thursday, July 11, 2019.

9. **THE SPONSOR AGREES:**

- a. To pay the sponsorship fee of **TWO THOUSAND FIVE HUNDRED (\$2,500)**. Sponsorship fee is due on or before **June 14, 2019**.

"Promoting Agriculture, Education, Entertainment, and Technology"

900 North Broadway – Turlock, CA 95380
209-668-1333 – Fax 209-668-0410
www.stancofair.com

- b. **Photography and Name Release:** I/we give the Stanislaus County Fair and anyone acting under the authority or permission thereof, the unqualified right to use my name and/or our company name for publication and/or for distribution of photographs, videotapes and/or recordings made of me and/or my/our company representatives, that may have been taken at past Stanislaus County Fairs, and/or could be taken at the Fair(s) subject to this contract, for any marketing, public relations, publicity and/or other lawful purpose. Further, I waive all right of inspection or approval and irrevocably release Stanislaus County Fair from claims or demands which I or my company may or can have on account of the use or publication or arising of such photographs or information.
- c. **Logo Artwork:** To provide Sponsor's logo artwork by **March 1, 2019** via e-mail to Rochele Roura-Foster at **sponsors@stancofair.com** in BOTH of the following formats:
- Black and White: EPS file and JPEG file
 - Color: EPS and JPEG file
- d. **Banner (Optional):** To provide two (2) 3'x 8' banners to be displayed inside or outside the **Dairy Show Ring** displaying Sponsor's full color logo. If Sponsor opts to provide banners as stated, Sponsor shall:
1. **Notify** Julia Washington, Sponsorship & Events Coordinator, no later than **June 1, 2019** by e-mail at **sponsors@stancofair.com** or phone at **(209) 668-1333 x339**.
 2. **Deliver** Sponsor-provided banners to the Stanislaus County Fair Office by no later than **Friday, June 14, 2019 at 5 p.m.**
 3. **Pick up** banners at the **Fair's Main Office**, between **9 a.m. and 3 p.m.** Monday – Friday, **July 29– August 2, 2019**. Banners remaining after August 15 will be discarded.
- f. Unless other arrangements have been made or otherwise noted, the Fair will be responsible for placement and removal of items provided by Sponsor, however, the Fair is not financially obligated to replace any item that is stolen, destroyed, etc.

38TH District Agricultural Association
Stanislaus County Fair

Oakdale Irrigation District

Matt Cranford
Chief Executive Officer

Date

Steve Knell, General Manager

Date



BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 12
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE ORDINANCE FIXING THE COMPENSATION OF THE BOARD PRESIDENT POSITION ON THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT

RECOMMENDED ACTION: Approve Adoption of the Ordinance Fixing the Compensation of the Board President Position on the Board of Directors of the Oakdale Irrigation District at \$15,000 Annually (\$1,250 per Month)

BACKGROUND AND/OR HISTORY:

The responsibilities of the President of the Board of Directors has increased substantially. The level of commitment, dedication and personal time required by the President's position merits this consideration by the Board.

For this reason and as instructed by the Board of Directors, a Notice of Public Hearing on Proposed Ordinance Fixing the Compensation of the Board President of the Board of Directors of the Oakdale Irrigation has been made available to the public. The notice was published in the Oakdale Leader on January 16 and 23, 2019 pursuant to California Government Code Section 6066. In accordance with the California Water Code Section 20203 a Public Hearing has been held prior to this action.

The proposed ordinance would fix the compensation of the Board President position at \$15,000 annually (\$1,250 per month), and would become effective no sooner than sixty (60) days after adoption by the Board. California State Water Code Section 21166(a)(2)(C) allows directors of California irrigation districts of less than 500,000 acres that produce or distribute electric power, such as our hydroelectric facilities, to receive compensation of up to \$15,000 per year.

FISCAL IMPACT: \$15,000 Annually for the Board President Position

ATTACHMENTS:

- Ordinance 2019-NIL

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
ORDINANCE NO. 2019-NIL**

**ORDINANCE FIXING THE COMPENSATION OF
THE BOARD PRESIDENT POSITION ON THE BOARD OF
DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT**

Be it enacted by the Board of Directors of Oakdale Irrigation District:

Section 1. Purpose

This ordinance is enacted pursuant to Water Code Sections 21166 (a)(2)(C) and 20203 to 20207, which authorizes a board of directors of an irrigation district that produces or distributes electric power to provide by ordinance that each member of the board may receive compensation in an amount not to exceed \$15,000 per year.

Section 2. Compensation

The Board President position on the Board of Directors of the Oakdale Irrigation District shall receive annual compensation in the amount of \$15,000. Such compensation shall become effective on the first day of the first month after the effective date of this ordinance however no earlier than 60 days after approval by the Board. Such compensation shall be payable at the first board meeting following the prior month that the compensation was incurred.

Section 3. Salary Exclusive of Reimbursements

The salary prescribed by this ordinance is exclusive of any other amounts payable to a member of the board of directors as reimbursement for necessary expenses incurred by the board member in the performance of the board member's official duties.

Section 4. Group Insurance Plans

Each director, pursuant to Water Code Section 21166.5, may participate in any plan for group insurance, group annuities, social security, medical and hospital service or any authorized programs which has been adopted and carried into effect for the benefit of all such officers and employees,

Section 5. Ordinance subject to Referendum; Effective Date

This ordinance is subject to the provisions of referendum prescribed by Water code Section 20204. Subject to the foregoing, this ordinance shall take effect and be in force sixty (60) days from the date of its adoption.

Moved by Director _____, seconded by Director _____, that the foregoing ordinance be adopted, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 13
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE RESOLUTION ACCEPTING THE MEMORANDUM OF UNDERSTANDING WITH THE EXEMPT MANAGEMENT BARGAINING GROUP EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

RECOMMENDED ACTION: Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Management Bargaining Group Effective from January 1, 2019 to December 31, 2019

BACKGROUND AND/OR HISTORY:

At the September 4, 2018 Board Meeting, the Board approved the bargaining proposal for the Memorandum of Understanding (MOU) for the Exempt Management Bargaining Group. OID and the bargaining group met and conferred, agreeing to the following:

- Extend the contract one (1) year effective January 1, 2019 through December 31, 2019
- Three and a half percent (3.5%) wage increase effective January 1, 2019
- Employees pick up additional one percent (1%) of their PERS contribution for a total of six percent (6%)
- Health insurance rates as approved by the Board on October 16, 2018
- Dental and vision insurance rates as approved by the Board on October 2, 2018

Per Board Policy, a Board approved resolution is required to adopt the MOU.

FISCAL IMPACT: \$4,227.54 (not including benefits)

ATTACHMENTS:

- Exempt Management Memorandum of Understanding
 - Resolution 2019-NIL
-

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:

**MEMORANDUM OF UNDERSTANDING WITH
EXEMPT MANAGEMENT EMPLOYEES
OF THE OAKDALE IRRIGATION DISTRICT**

JANUARY 1, 2019 through DECEMBER 31, 2019

PURPOSE OF THE MEMORANDUM

This Memorandum of Understanding (hereinafter "MOU") executed by and between the designated representative of the Oakdale Irrigation District, a public agency within the State of California (hereinafter "District") and the Exempt Management Bargaining Unit. This agreement constitutes the results of meeting and conferring in good faith as prescribed by Section 3505 of the Government Code of the State of California. The wages, fringe benefits and working conditions set forth in this MOU have been mutually agreed upon by the signatories hereto who represent said parties.

The District is engaged in the operation and maintenance of ditches, canals and waterways for the purpose of supplying water for agriculture and other purposes. The parties acknowledge that responsibility for service rest upon both the District and its employees. The purpose of this MOU is to assist in facilitating effective services to the public by providing a framework for management of the personnel in District service. This MOU is intended to set forth obligations, rights, privileges, benefits and provisions provided and required of certain District employees.

It is not the intent of this MOU to replace or contradict any of the existing rules, regulations, administrative orders and provisions currently in existence and enforced by the District. The obligations, rights, privileges and benefits provided to the parties of this MOU shall not modify any rules, regulations, administrative orders and provisions to any greater degree than by this MOU's express terms and conditions. To the extent, there is a conflict; the express terms of this MOU will take priority.

SECTION 1 – TERM OF MEMORANDUM OF UNDERSTANDING (MOU)

1.1 The term of this MOU is one (1) year.

SECTION 2 – COMPENSATION

2.1 Salaries – Base Wage Adjustments

2.1.1 Effective January 1, 2019, the Exempt Management Bargaining Unit will receive a three and a half percent (3.5%) salary increase.

2.1.4 The levels of pay identified under the Salary Schedule (80%-100%) shall be granted on a merit basis, and available to employees only upon receiving satisfactory performance appraisals given on an annual basis, or sooner as determined by management. This change only applies to new employees hired after January 1, 2005.

2.2 Retirement

2.2.1 Effective January 1, 2019, employees will pay an additional one percent (1%) of the employee's contribution.

2.3 Matching Contributions to 457 Plan

2.3.1 District will match 100% of an employee's contribution up to a maximum of 3% of base wages to the employee's 457 Plan account. Employees may use 1.5% of the 3% employer matching contribution to reduce the employee's insurance premium contribution.

2.4 Compensation and Benefits Study

2.4.1 District will conduct a compensation and benefits study in 2019, in preparation for the 2020 negotiations. District will prepare a request for quotes and will determine final selection of the company to be used for the study. The company selection process and comparable agencies will be agenda items and open to comment and suggestions from both the public and employees. The bargaining group will be notified of the selected entities to be used in the study when the final decision is made by the General Manager and the Board.

SECTION 3 - INSURANCE

3.1.1 Employees covered by this MOU will be covered by the District's health, dental and vision coverage as provided by, and subject to, the provisions of Section 5.901 of the District's Personnel Policies and Procedures adopted by the Board on October 2, 2018 and October 16, 2018. Effective January 1, 2019 the District's monthly health, dental, and vision insurance contributions caps are:

	HEALTH	DENTAL	VISION
Monthly Premium	INSURANCE	INSURANCE	INSURANCE
Employee Only	\$438.53	\$34.33	\$21.32
Employee + 1	\$961.81	\$71.83	\$21.32
Employee + 2 or more	\$1,231.63	\$130.93	\$21.32

As an option for employees, the District will provide an alternative core Plan(s) to be chosen by the District beginning on each plan's respective renewal date that will provide coverage at no cost to the employee for their health, dental, and vision insurance package. The benefits in the alternative core plan(s) may vary from those benefits available under the District's current plans.

3.1.2 For those employees who opt-out of insurance coverage their reimbursement under this MOU shall be determined as the employee only coverage

3.2 Life Insurance

3.2.1 Life Insurance coverage will be provided for all eligible employees. The term "Life Insurance" shall be identified to mean One Hundred Thousand Dollars (\$100,000) of term life insurance for Exempt Management Employees. For all new hires, the effective date for this insurance coverage is the first of any month following two full months of continuous service. The District agrees to pay 100% of the premium for this insurance.

SECTION 4 - LEAVES

4.1 Vacation Buy-Back

4.1.1 As of January 1 of each year, an Exempt Management Employee can hold no more than seventy five (75) vacation days in reserve. The District shall permit all Exempt Management Employees to "buy" back a portion of their individually accrued and unused vacation days once each calendar year. Any such buy-back shall not exceed a maximum of fifty percent (50%) of the vacation days accrued during a normal calendar year by the requesting employees and a minimum of five (5) accrued vacation days must remain in the employee's accrual bank. Unless otherwise specified, the hourly rate of pay for such days bought back by the employee shall be the normal hourly rate of pay earned by the employee. A written request shall be submitted to the General Manager at any time during the calendar year. The District shall issue payment to the requesting employee within thirty (30) days after the date of the written request.

4.2 Accrual

4.2.1 The Exempt Management Employees may accumulate a maximum of twenty-five (25) days of sick leave. Thereafter, all additional sick leave accrued may be redeemed by the District at the rate of fifty (50%) of the actual value upon request of the employee on an annual basis.

4.3 Sick Leave Policy

4.3.1 The District provides paid sick leave in order to prevent a loss of earnings that may be caused by illness, injury, or time off required to seek preventative care. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury, illness, or the other purposes set forth in the complete policy. See Addendum "A" for the entire policy.

SECTION 5 - WORKING CONDITIONS

5.1 Health and Wellness Policy

5.1.1 The District is committed to its employees and has established a policy for an Employee Health and Wellness Program that will encourage a healthy lifestyle, reduce absenteeism, lower health and insurance costs, lower workplace injuries, reduce stress, and improve employee performance and moral. See Addendum "B" for the entire policy.

5.2 Holidays

5.2.1 Eligible employees are entitled to the following holidays with 8 hours pay when they fall on a work day in the basic workweek:

New Year's Day	Thanksgiving Day
President's Day	Friday immediately following Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	
Veteran's Day	

SECTION 6 - FUTURE BARGAINING

6.1 Representation

6.1.1 Exempt Management Employees may meet and confer on a one-on-one basis with the General Manager on all future issues of wage and benefits negotiations.

6.2 Re-opening

6.2.1 At any time during the term of this agreement, either party may request to re-open negotiations on any existing language item or any existing benefits, provided that a legitimate reason exists. It will take the agreement of both parties to re-open negotiations. Should the negotiations fail to reach an agreement, the original language or benefits shall continue unchanged.

SECTION 7 - CONCLUSION

This Agreement becomes effective on the date it is executed and shall remain in effect until 11:59 p.m., December 31, 2019.

OAKDALE IRRIGATION DISTRICT

By: 
Steve Knell, General Manager

Date 1/9/19

EXEMPT MANAGEMENT BARGAINING GROUP

By: 
Sharon Cisneros

Date 1/3/19

By: 
Eric Thorburn, P.E.

Date 1/3/19

By: 
Jason Jones

Date 1/3/19

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-NIL**

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING
WITH THE EXEMPT MANAGEMENT BARGAINING GROUP**

WHEREAS, on January 9, 2019, a Memorandum of Understanding was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the Memorandum of Understanding is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 14
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE RESOLUTION ACCEPTING THE MEMORANDUM OF UNDERSTANDING WITH THE EXEMPT SUPERVISORY BARGAINING GROUP EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

RECOMMENDED ACTION: Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Supervisory Bargaining Group Effective from January 1, 2019 to December 31, 2019

BACKGROUND AND/OR HISTORY:

At the September 4, 2018 Board Meeting, the Board approved the bargaining proposal for the Memorandum of Understanding (MOU) for the Exempt Supervisory Bargaining Group. OID and the bargaining group met and conferred, agreeing to the following:

- Extend the contract one (1) year effective January 1, 2019 through December 31, 2019
- Three and a half percent (3.5%) wage increase effective January 1, 2019
- Employees pick up additional one percent (1%) of their PERS contribution for a total of six percent (6%)
- Health insurance rates as approved by the Board on October 16, 2018
- Dental and vision insurance rates as approved by the Board on October 2, 2018

Per Board Policy, a Board approved resolution is required to adopt the MOU.

FISCAL IMPACT: \$8,439.40 (not including benefits)

ATTACHMENTS:

- Exempt Supervisory Memorandum of Understanding
- Resolution 2019-NIL

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:

**MEMORANDUM OF UNDERSTANDING WITH
EXEMPT SUPERVISORY EMPLOYEES
OF THE OAKDALE IRRIGATION DISTRICT**

JANUARY 1, 2019 through DECEMBER 31, 2019

PURPOSE OF THE MEMORANDUM

This Memorandum of Understanding (hereinafter "MOU") executed by and between the designated representative of the Oakdale Irrigation District, a public agency within the State of California (hereinafter "District") and the Exempt Supervisors Bargaining Unit. This agreement constitutes the results of meeting and conferring in good faith as prescribed by Section 3505 of the Government Code of the State of California. The wages, fringe benefits and working conditions set forth in this MOU have been mutually agreed upon by the signatories hereto who represent said parties.

The District is engaged in the operation and maintenance of ditches, canals and waterways for the purpose of supplying water for agriculture and other purposes. The parties acknowledge that responsibility for service rest upon both the District and its employees. The purpose of this MOU is to assist in facilitating effective services to the public by providing a framework for management of the personnel in District service. This MOU is intended to set forth obligations, rights, privileges, benefits and provisions provided and required of certain District employees.

It is not the intent of this MOU to replace or contradict any of the existing rules, regulations, administrative orders and provisions currently in existence and enforced by the District. The obligations, rights, privileges and benefits provided to the parties of this MOU shall not modify any rules, regulations, administrative orders and provisions to any greater degree than by this MOU's express terms and conditions. To the extent, there is a conflict; the express terms of this MOU will take priority.

SECTION 1 – TERM OF MEMORANDUM OF UNDERSTANDING (MOU)

1.1 The term of this MOU is one (1) year.

SECTION 2 – COMPENSATION

2.1 Salaries – Base Wage Adjustments

2.1.1 Effective January 1, 2019, the Exempt Supervisory Bargaining Unit will receive a three and a half percent (3.5%) salary increase.

2.1.4 The levels of pay identified under the Salary Schedule (80%-100%) shall be granted on a merit basis, and available to employees only upon receiving satisfactory performance appraisals given on an annual basis, or sooner as determined by management. This change only applies to new employees hired after January 1, 2005.

2.2 Retirement

2.2.1 The employees covered by this MOU will be entitled to participate in the retirement program as provided in the CalPERS retirement plan contract with the District. District to absorb all employer contribution increases in CalPERS costs.

- (a) Effective January 1, 2019, employees will pay an additional one percent (1%) of the employee's contribution.

2.2.2 CalPERS Classic Retirement

- (a) Vesting occurs after five (5) full years of service. Normal retirement age is sixty (60)
- (b) Retirement benefits will be equal to two percent (2%) of average monthly final compensation times credited years of service.
- (c) Final compensation is the average monthly pay rate over the highest thirty-six (36) consecutive months of employment.
- (d) Effective January 1, 2015 CalPERS' Classic Plan Employees will pay an additional 1% of the employee's contribution; and
- (e) Effective January 1st of each subsequent year thereafter the employee shall pay an additional 1% of the employee's contribution until the employee's maximum contribution of 7% is reached (January 2020).

2.2.3 CalPERS Public Employees Reform Act (PEPRA) Retirement (Effective January 1, 2013)

- (a) Vesting occurs after five (5) full years of service. Normal retirement age is sixty-two (62)
- (b) Retirement benefits will be equal to two percent (2%) of average monthly final compensation times credited years of service.
- (c) Final compensation is the average monthly pay rate over the highest thirty-six (36) consecutive months of employment.
- (d) PEPRA employees shall contribute 50% of the expected total normal cost rate for the benefits based on the annual actuarial cost analysis provided by CalPERS.

Any modification to the existing retirement plan or changes enacted by Public Employees' Pension Reform Act (PEPRA) or involving underwriters affecting District contribution, are subject to future negotiations.

2.3 Matching Contributions to 457 Plan

2.3.1 District will match 100% of an employee's contribution up to a maximum of 2% of base wages to the employee's 457 Plan account. Employees may use 1% of the 2% employer matching contribution to reduce the employee's insurance premium contribution.

2.4 Compensation and Benefits Study

2.4.1 District will conduct a compensation and benefits study in 2019, in preparation for the 2020 negotiations. District will prepare a request for quotes and will determine final selection of the company to be used for the study. The company selection process and comparable agencies will be agenda items and open to comment and suggestions from both the public and employees. In addition, the bargaining group will be notified of the selected entities to be used in the study when the final decision is made by the General Manager and the Board.

SECTION 3 - INSURANCE

3.1 Health, Vision, and Dental Insurance

3.1.1 Employees covered by this MOU will be covered by the District's health, dental and vision coverage as provided by, and subject to, the provisions of Section 5.901 of the District's Personnel Policies and Procedures adopted by the Board on October 2, 2018 and October 16, 2018. Effective January 1, 2019 the District's health, dental, and vision insurance contributions caps are:

Monthly Premium	HEALTH INSURANCE	DENTAL INSURANCE	VISION INSURANCE	TOTAL CAP
Employee Only	\$438.53	\$35.35	\$20.19	\$494.07
Employee + 1	\$961.81	\$73.84	\$20.19	\$1,055.84
Employee + 2 or more	\$1,231.63	\$135.03	\$20.19	\$1,386.85

As an option for employees, the District will provide an alternative core Plan(s) to be chosen by the District beginning on each plan's respective renewal date that will provide coverage at no cost to the employee for their health, dental, and vision insurance package. The benefits in the alternative core plan(s) may vary from those benefits available under the District's current plans.

3.1.2 For those employees who opt-out of insurance coverage their reimbursement under this MOU shall be determined as the employee only coverage for medical insurance.

3.2 Life Insurance

3.2.1 Life Insurance coverage will be provided for all eligible employees. The term "Life Insurance" shall be identified to mean Seventy-Five Thousand Dollars (\$75,000) of term life insurance for exempt supervisory employees. For all new hires, the effective date for this insurance coverage is the first of any month following two full months of continuous service. The District agrees to pay 100% of the premium for this insurance.

SECTION 4 - LEAVES

4.1 Vacation Buy-Back

4.1.1 As of January 1 of each year, an Exempt Supervisory Employee can hold no more than seventy five (75) vacation days in reserve. The District shall permit all Exempt Supervisor Employees to "buy" back" a portion of their individually accrued and unused vacation days once each calendar year. Any such buy-back shall not exceed a maximum of fifty percent (50%) of the vacation days accrued during a normal calendar year by the requesting employees and a minimum of five (5) accrued vacation days must remain in the employee's accrual bank. Unless otherwise specified, the hourly rate of pay for such days bought back by the employee shall be the normal hourly rate of pay earned by the employee. A written request shall be submitted to the General Manager at any time during the calendar year. The District shall issue payment to the requesting employee within thirty (30) days after the date of the written request.

4.2 Sick Leave Policy

4.1.2 The District provides paid sick leave in order to prevent a loss of earnings that may be caused by illness, injury, or time off required to seek preventative care. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury, illness, or the other purposes set forth in the complete policy. See Addendum "A" for the entire policy.

SECTION 5 - WORKING CONDITIONS

5.1 Health and Wellness Policy

5.1.1 The District is committed to its employees and has established a policy for an Employee Health and Wellness Program that will encourage a healthy lifestyle, reduce absenteeism, lower health and insurance costs, lower workplace injuries, reduce stress, and improve employee performance and moral. See Addendum "B" for the entire policy.

5.2 Holidays

5.2.1 Eligible employees are entitled to the following holidays with 8 hours pay when they fall on a work day in the basic workweek:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Friday immediately following Thanksgiving Day
Christmas Eve Day
Christmas Day

When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday.

SECTION 6 - FUTURE BARGAINING

6.1 Representation

6.1.1 Exempt Supervisory Employees may meet and confer on a one-on-one basis with the General Manager on all future issues of wage and benefits negotiations.

6.2 Re-opening

6.2.1 At any time during the term of this agreement, either party may request to re-open negotiations on any existing language item or any existing benefits, provided that a legitimate reason exists. It will take the agreement of both parties to re-open negotiations. Should the negotiations fail to reach an agreement, the original language or benefits shall continue unchanged.

SECTION 7 - CONCLUSION

This Agreement becomes effective on the date it is executed and shall remain in effect until 11:59 p.m., December 31, 2019.

OAKDALE IRRIGATION DISTRICT

By: [Signature]
Steve Knell, General Manager

Date 1/8/19

EXEMPT SUPERVISORY EMPLOYEES

By: [Signature]
Anthony ("A. J.") Borba

Date 01/07/19

By: [Signature]
Kim Bukhari

Date 1/7/19

By: [Signature]
Lori Fitzwater-Presley

Date 01-02-2019

By: [Signature]
Chase King

Date 1/7/19

By: [Signature]
Joe Kosakiewicz

Date 1-7-19

By: [Signature]
Josh Loveall

Date 1/7/19

By: [Signature]
Don Prichard

Date 1/7/19

By: [Signature]
Glen Rathbun

Date 1/7/19

By: [Signature]
Emily Sheldon

Date 1/7/19

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-NIL**

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING
WITH THE EXEMPT SUPERVISORY BARGAINING GROUP**

WHEREAS, on January 8, 2019, a Memorandum of Understanding was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the Memorandum of Understanding is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 15
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE RESOLUTION ACCEPTING THE MEMORANDUM OF UNDERSTANDING WITH THE NON-EXEMPT CONFIDENTIAL BARGAINING GROUP EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

RECOMMENDED ACTION: Adopt the Resolution Accepting the Memorandum of Understanding with the Non-Exempt Confidential Bargaining Group Effective from January 1, 2019 to December 31, 2019

BACKGROUND AND/OR HISTORY:

At the September 4, 2018 Board Meeting, the Board approved the bargaining proposal for the Memorandum of Understanding (MOU) for the Non-Exempt Confidential Bargaining Group. OID and the bargaining group met and conferred, agreeing to the following:

- Extend the contract one (1) year effective January 1, 2019 through December 31, 2019
- Three and a half percent (3.5%) wage increase effective January 1, 2019
- Employees pick up additional one percent (1%) of their PERS contribution for a total of six percent (6%)
- Health insurance rates as approved by the Board on October 16, 2018
- Dental and vision insurance rates as approved by the Board on October 2, 2018

Per Board Policy, a Board approved resolution is required to adopt the MOU.

FISCAL IMPACT: \$4,930.44 (not including benefits)

ATTACHMENTS:

- Non-Exempt Confidential Memorandum of Understanding
 - Resolution 2019-NIL
-

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:

**MEMORANDUM OF UNDERSTANDING WITH
CONFIDENTIAL EMPLOYEES
OF THE OAKDALE IRRIGATION DISTRICT**

JANUARY 1, 2019 through DECEMBER 31, 2019

PURPOSE OF THE MEMORANDUM

This Memorandum of Understanding (hereinafter "MOU") executed by and between the designated representative of the Oakdale Irrigation District, a public agency within the State of California (hereinafter "District") and the Confidential Bargaining Unit. This agreement constitutes the results of meeting and conferring in good faith as prescribed by Section 3505 of the Government Code of the State of California. The wages, fringe benefits and working conditions set forth in this MOU have been mutually agreed upon by the signatories hereto who represent said parties.

The District is engaged in the operation and maintenance of ditches, canals and waterways for the purpose of supplying water for agriculture and other purposes. The parties acknowledge that responsibility for service rest upon both the District and its employees. The purpose of this MOU is to assist in facilitating effective services to the public by providing a framework for management of the personnel in District service. This MOU is intended to set forth obligations, rights, privileges, benefits and provisions provided and required of certain District employees.

It is not the intent of this MOU to replace or contradict any of the existing rules, regulations, administrative orders and provisions currently in existence and enforced by the District. The obligations, rights, privileges and benefits provided to the parties of this MOU shall not modify any rules, regulations, administrative orders and provisions to any greater degree than by this MOU's express terms and conditions. To the extent, there is a conflict; the express terms of this MOU will take priority.

SECTION 1 – TERM OF MEMORANDUM OF UNDERSTANDING (MOU)

1.1 The term of this MOU is one (1) year.

SECTION 2 – COMPENSATION

2.1 Salaries – Base Wage Adjustments

2.1.1 Effective January 1, 2019, the Non-Exempt Confidential Bargaining Unit will receive a three and a half percent (3.5%) salary increase.

2.1.4 The levels of pay identified under the Salary Schedule (80%-100%) shall be granted on a merit basis, and available to employees only upon receiving satisfactory

performance appraisals given on an annual basis, or sooner as determined by management. This change only applies to new employees hired after January 1, 2005.

2.2 Hours

2.2.1 The District and the Confidential Employees Bargaining Unit agree to utilize an Alternative Work Schedule (AWS) of a Nine-Eighty (9/80) schedule. The schedule will consist of five (5) consecutive days for which the employee will work nine (9) hours per day for four (4) days and eight (8) hours per day for one (1) day, followed by two (2) consecutive days off; followed by four (4) consecutive work days for which the employee will work nine (9) hours per day, followed by three (3) consecutive days off.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	9	9	9	9	8	Off
Off	9	9	9	9	Off	Off

Overtime will be paid for hours worked over each scheduled day and hours worked on scheduled days off.

In the event a holiday falls on a scheduled nine (9) hour work day, the employee will be paid eight (8) hours holiday pay and may elect to supplement the remaining one (1) hours with vacation or floater holiday pay.

The AWS will be assigned at the sole discretion of the District's Management or Supervisory employees. The District will notify the affected employees of a change in their work schedule at least five (5) working days prior to implementation of the change. This notification provides the employees with an opportunity to address personal needs. The Employees may voluntarily agree to begin work on the new schedule sooner if they wish.

AWS schedule, other than the aforementioned AWS schedule, may be requested either by the District or the employees, provided that the District and the Confidential Employees Meet and Confer over the impacts of such a change.

2.2.2 Members of the Confidential Bargaining Group may accumulate up to thirty (30) hours of comp-time (forty-five (45) hours of regular pay comp-time) for use during the year. The use of comp-time, as with all leave, is contingent upon the Department Head's approval. Unused comp-time will be cashed out at the end of each calendar year.

2.3 Retirement

2.3.1 The employees covered by this MOU will be entitled to participate in the retirement program as provided in the CalPERS retirement plan contract with the District. District to absorb all employer contribution increases in CalPERS costs.

(a) Effective January 1, 2019, employees will pay an additional one percent (1%) of the employee's contribution.

(c) Effective January 1st of each subsequent year thereafter the employee shall pay an additional 1% of the employee's contribution until the employee's maximum contribution of 7% is reached (January 1, 2020).

Any modifications to the existing retirement plan, or changes enacted by Public Employees' Pension Reform Act (PEPRA) or involving underwriters affecting District contribution, are subject to future negotiations.

2.4 Matching Contributions to 457 Plan

2.4.1 District will match 100% of an employee's contribution up to a maximum of 2% of base wages to the employee's 457 Plan account. Employee may use 1% of the 2% employer matching contribution to reduce the employee's insurance premium contribution.

2.5 Compensation and Benefits Study

2.5.1 District will conduct a compensation and benefits study in 2019, in preparation for the 2020 negotiations. District will prepare a request for quotes and will determine final selection of the company to be used for the study. The company selection process and comparable agencies will be agendized items and open to comment and suggestions from both the public and employees. In addition, the bargaining group will be notified of the selected entities to be used in the study when the final decision is made by the General Manager and the Board.

SECTION 3 - INSURANCE

3.1 Health, Dental and Vision Insurance

3.1.1 Employees covered by this MOU will be covered by the District's health, dental and vision coverage as provided by, and subject to, the provisions of Section 5901 of the District's Personnel Policies and Procedures adopted by the Board of Directors on August 18, 2015. The District's health, dental, and vision insurance contribution caps are:

Monthly Premium	HEALTH INSURANCE	DENTAL INSURANCE	VISION INSURANCE	TOTAL CAP
Employee Only	\$438.53	\$35.35	\$20.19	\$494.07
Employee + 1	\$961.81	\$73.84	\$20.19	\$1,055.84
Employee + 2 or more	\$1,231.63	\$135.03	\$20.19	\$1,386.85

As an option for employees, the District will provide an alternative core Plan(s) to be chosen by the District beginning on each plan's respective renewal date that will provide

coverage at no cost to the employee for their health, dental, and vision insurance package. The benefits in the alternative core plan(s) may vary from those benefits available under the District's current plans.

3.2 Life Insurance

3.2.1 Life Insurance coverage will be provided for all eligible employees. The term "Life Insurance" shall be identified to mean Fifty Thousand Dollars (\$50,000) of term life insurance for confidential employees. For all new hires, the effective date for this insurance coverage is the first of any month following two full months of continuous service. The District agrees to pay 100% of the premium for this insurance.

SECTION 4 - LEAVES

4.1 Vacation Buy-Back

4.1.1 As of January 1 of each year, a Confidential Employee can hold no more than seventy five (75) vacation days in reserve. The District shall permit all Confidential Employees to "buy" back a portion of their individually accrued and unused vacation days once each calendar year. Any such buy-back shall not exceed a maximum of fifty percent (50%) of the vacation days accrued during a normal calendar year by the requesting employees and a minimum of five (5) accrued vacation days must remain in the employee's accrual bank. Unless otherwise specified, the hourly rate of pay for such days bought back by the employee shall be the normal hourly rate of pay earned by the employee. A written request shall be submitted to the General Manager at any time during the calendar year. The District shall issue payment to the requesting employee within thirty (30) days after the date of the written request.

4.2 Sick Leave Policy

4.2.1 The District provides paid sick leave in order to prevent a loss of earnings that may be caused by illness, injury, or time off required to seek preventative care. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury, illness, or the other purposes set forth in the complete policy. See Addendum "A" for the entire policy.

SECTION 5 - WORKING CONDITIONS

5.1 Health and Wellness Policy

5.1.1 The District is committed to its employees and has established a policy for an Employee Health and Wellness Program that will encourage a healthy lifestyle, reduce absenteeism, lower health and insurance costs, lower workplace injuries, reduce stress, and improve employee performance and moral. See Addendum "B" for the entire policy.

5.2 Holidays

5.2.1 Eligible employees are entitled to the following holidays with 8 hours pay when they fall on a work day in the basic workweek:

New Year's Day	Thanksgiving Day
President's Day	Friday immediately following Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Veteran's Day

When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday.

SECTION 6 - FUTURE BARGAINING

6.1 Representation

6.1.1 Confidential Employees may meet and confer on a one-on-one basis with the General Manager on all future issues of wage and benefits negotiations.

6.2 Re-opening

6.2.1 At any time during the term of this agreement, either party may request to re-open negotiations on any existing language item or any existing benefits, provided that a legitimate reason exists. It will take the agreement of both parties to re-open negotiations. Should the negotiations fail to reach an agreement, the original language or benefits shall continue unchanged.

SECTION 7 - CONCLUSION

This Agreement becomes effective on the date it is executed and shall remain in effect until 11:59 p.m., December 31, 2019.

OAKDALE IRRIGATION DISTRICT

By: 
Steve Knell, General Manager

Date 1/9/19

CONFIDENTIAL EMPLOYEES

By: 
Michael Ballinger

Date 1/2/2019

By: 
Kristy Bissell-Vargas

Date 1.2.19

By: 
Nichole Fiez

Date 1/2/19

By: 
Denise Freiwald

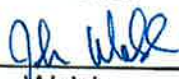
Date 1/2/19

By: 
Carla Lillie

Date 1/2/19

By: 
David Skokan

Date 1/2/19

By: 
John Walsh

Date 1/2/19

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-NIL**

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING
WITH THE NON-EXEMPT CONFIDENTIAL BARGAINING GROUP**

WHEREAS, on January 9, 2019, a Memorandum of Understanding was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the Memorandum of Understanding is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 5, 2019
Item Number: 16
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION APPROVING THE EMPLOYEE 2019 OFFICIAL SALARY AND WAGE SCHEDULE

RECOMMENDED ACTION: Adopt Resolution Approving Employee 2019 Salary and Wage Schedule

BACKGROUND AND/OR HISTORY:

The attached salary and wage schedules approving a 3.5% wage increase was agreed upon by each of the three (3) unrepresented groups as part of 2019 negotiations.

- Non-Exempt Confidential Unit
- Exempt Supervisory Unit
- Exempt Management

FISCAL IMPACT: Included in 2019 Budget

ATTACHMENTS:

- Unrepresented Employees Salary Schedule
- Resolution 2019-NIL

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:

2019 SALARY SCHEDULE
NON UNION EMPLOYEES
As of January 1, 2019

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

	Step 1		Step 2		Step 3		Step 4		Step 5	
	80	PERCENT	85	PERCENT	90	PERCENT	95	PERCENT	100	PERCENT
EXEMPT MANAGEMENT										
CHIEF FINANCIAL OFFICER/TREASURER	59.48		63.20		66.92		70.63		74.35	
SUPPORT SERVICES MANAGER	59.48		63.20		66.92		70.63		74.35	
WATER OPERATIONS MANAGER	59.48		63.20		66.92		70.63		74.35	

	Step 1		Step 2		Step 3		Step 4		Step 5	
	80	PERCENT	85	PERCENT	90	PERCENT	95	PERCENT	100	PERCENT
CHIEF FINANCIAL OFFICER/TREASURER	4,758.44		5,055.84		5,353.25		5,650.65		5,948.05	
SUPPORT SERVICES MANAGER	4,758.44		5,055.84		5,353.25		5,650.65		5,948.05	
WATER OPERATIONS MANAGER	4,758.44		5,055.84		5,353.25		5,650.65		5,948.05	

	Step 1		Step 2		Step 3		Step 4		Step 5	
	80	PERCENT	85	PERCENT	90	PERCENT	95	PERCENT	100	PERCENT
CHIEF FINANCIAL OFFICER/TREASURER	10,309.96		10,954.33		11,598.71		12,243.08		12,887.45	
SUPPORT SERVICES MANAGER	10,309.96		10,954.33		11,598.71		12,243.08		12,887.45	
WATER OPERATIONS MANAGER	10,309.96		10,954.33		11,598.71		12,243.08		12,887.45	

	80		85		90		95		100	
	PERCENT		PERCENT		PERCENT		PERCENT		PERCENT	
EXEMPT SUPERVISORY UNIT										
ADMINISTRATIVE ASSISTANT	29.05		30.86		32.68		34.49		36.31	
ASSISTANT ENGINEER	39.74		42.22		44.70		47.19		49.67	
ASSISTANT WATER OPERATIONS MANAGER	41.32		43.91		46.49		49.07		51.66	
ASSOCIATE ENGINEER	46.40		49.30		52.20		55.10		58.00	
FIELD OPERATIONS SUPERVISOR	37.42		39.76		42.10		44.44		46.78	
HUMAN RESOURCE ANALYST	39.52		41.99		44.46		46.93		49.40	
WATER OPERATIONS SUPERVISOR	37.42		39.76		42.10		44.44		46.78	
WATER OPERATIONS SUPV - PESTICIDE CONTROL CO	37.42		39.76		42.10		44.44		46.78	

	80		85		90		95		100	
	PERCENT		PERCENT		PERCENT		PERCENT		PERCENT	
ADMINISTRATIVE ASSISTANT	2,323.83		2,469.08		2,614.31		2,759.56		2,904.79	
ASSISTANT ENGINEER	3,178.94		3,377.62		3,576.30		3,774.99		3,973.67	
ASSISTANT WATER OPERATIONS MANAGER	3,305.92		3,512.54		3,719.16		3,925.78		4,132.40	
ASSOCIATE ENGINEER	3,712.25		3,944.27		4,176.28		4,408.30		4,640.31	
FIELD OPERATIONS SUPERVISOR	2,993.70		3,180.81		3,367.91		3,555.02		3,742.13	
HUMAN RESOURCE ANALYST	3,161.78		3,359.39		3,557.00		3,754.61		3,952.23	
WATER OPERATIONS SUPERVISOR	2,993.70		3,180.81		3,367.91		3,555.02		3,742.13	
WATER OPERATIONS SUPV - PESTICIDE CONTROL CO	2,993.70		3,180.81		3,367.91		3,555.02		3,742.13	

	80		85		90		95		100	
	PERCENT		PERCENT		PERCENT		PERCENT		PERCENT	
ADMINISTRATIVE ASSISTANT	5,034.98		5,349.67		5,664.35		5,979.04		6,293.72	
ASSISTANT ENGINEER	6,887.70		7,318.17		7,748.65		8,179.14		8,609.62	
ASSISTANT WATER OPERATIONS MANAGER	7,162.83		7,610.51		8,058.18		8,505.86		8,953.54	
ASSOCIATE ENGINEER	8,043.21		8,545.91		9,048.61		9,551.31		10,054.01	
FIELD OPERATIONS SUPERVISOR	6,486.35		6,891.75		7,297.14		7,702.54		8,107.94	
HUMAN RESOURCE ANALYST	6,850.52		7,278.68		7,706.84		8,135.00		8,563.16	
WATER OPERATIONS SUPERVISOR	6,486.35		6,891.75		7,297.14		7,702.54		8,107.94	
WATER OPERATIONS SUPV - PESTICIDE CONTROL CO	6,486.35		6,891.75		7,297.14		7,702.54		8,107.94	

	80		85		90		95		100	
	PERCENT		PERCENT		PERCENT		PERCENT		PERCENT	
NON-EXEMPT CONFIDENTIAL UNIT										
ACCOUNT CLERK	20.71		22.01		23.30		24.60		25.89	
AUTO MAINTENANCE CHIEF	34.05		36.18		38.32		40.44		42.57	
IT SYSTEMS ADMINISTRATOR	38.91		41.34		43.77		46.20		48.63	
PAYROLL CLERK / ADMINISTRATION CLERK	26.32		27.97		29.61		31.26		32.90	
PRINCIPAL ACCOUNT CLERK	27.92		29.66		31.41		33.15		34.90	
RECEPTIONIST/CLERK TYPIST/FILE CLERK	18.13		19.27		20.40		21.54		22.67	

	80		85		90		95		100	
	PERCENT		PERCENT		PERCENT		PERCENT		PERCENT	
ACCOUNT CLERK	1,656.88		1,760.44		1,863.99		1,968.35		2,071.10	
AUTO MAINTENANCE CHIEF	2,723.65		2,894.73		3,065.81		3,235.29		3,405.56	
IT SYSTEMS ADMINISTRATOR	3,112.62		3,307.16		3,501.69		3,696.23		3,890.77	
PAYROLL CLERK / ADMINISTRATION CLERK	2,105.77		2,237.38		2,368.99		2,500.60		2,632.21	
PRINCIPAL ACCOUNT CLERK	2,233.61		2,372.41		2,512.81		2,651.62		2,792.02	
RECEPTIONIST/CLERK TYPIST/FILE CLERK	1,450.66		1,541.32		1,631.99		1,723.45		1,813.32	

	80		85		90		95		100	
	PERCENT		PERCENT		PERCENT		PERCENT		PERCENT	
ACCOUNT CLERK	3,589.91		3,814.28		4,038.65		4,264.76		4,487.39	
AUTO MAINTENANCE CHIEF	5,901.24		6,271.91		6,642.58		7,009.79		7,378.72	
IT SYSTEMS ADMINISTRATOR	6,744.00		7,165.51		7,587.01		8,008.51		8,430.01	
PAYROLL CLERK / ADMINISTRATION CLERK	4,562.50		4,847.66		5,132.81		5,417.97		5,703.13	
PRINCIPAL ACCOUNT CLERK	4,839.49		5,140.23		5,444.43		5,745.17		6,049.37	
RECEPTIONIST/CLERK TYPIST/FILE CLERK	3,143.09		3,339.53		3,535.97		3,734.15		3,928.86	

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-NIL**

ACCEPTANCE OF 2019 OFFICIAL SALARY AND WAGE SCHEDULE

WHEREAS, on January 8 and 9, 2019, the salary and wage schedule was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding for the Non-Exempt Confidential group, Exempt Supervisory group and Exempt Management group who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the 2019 Official Salary and Wage Schedule is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary



COMMUNICATIONS

BOARD MEETING OF FEBRUARY 5, 2019



**STOCKTON
EAST WATER
DISTRICT**
PROVIDING SERVICE SINCE 1948
www.sewd.net

DIRECTORS

Richard Atkins
Division 1

Andrew Watkins
Vice President
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
President
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Division 7

STAFF

Scot A. Moody
General Manager

Cathy Lee
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

January 23, 2019

Received

JAN 28 2019

Oakdale ID

Mr. Steve Knell
General Manager
Oakdale Irrigation District
1205 E F Street
Oakdale, CA 95361

Mr. Peter Rietkerk
General Manager
South San Joaquin Irrigation District
P.O. Box 747
Ripon, CA 95366

Re: Stockton East Water District's Request to Purchase Irrigation Water for Out-Of-District Customers for 2019 Growing Season

Gentlemen:

As you are aware, Stockton East Water District (SEWD) is in disagreement with the Bureau of Reclamation (Bureau) as to whether SEWD can sell its contract water to out-of-district customers within the New Melones Basin. The Bureau's position remains that SEWD would have to annex the area in question, thus allowing the Bureau to add this area to SEWD's Bureau contract. I know that Steve and I have discussed this issue in the past and I understand his reluctance to encourage growth within this geographical area.

That said, this presents an issue now as well as in the future, regarding the sustainability of the basin. Said area already contains permanent crops that must be irrigated or allowed to die. This area of the basin is also known to have little groundwater and falls within the East Side Groundwater Sustainability Agency (East Side GSA). Said GSA will have to address current groundwater use and supply irrespective of future development in the area.

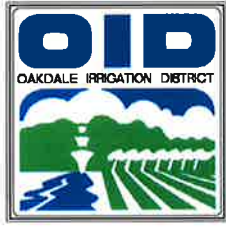
While SEWD continues to argue its position with the Bureau, there remains a possibility that we may not be able to provide surface water to these customers during the 2019 growing season. SEWD is requesting to purchase 4,000 acre-feet of water for 2019 to sustain these growers while SEWD works with the East Side GSA, the JPA Board, as well as your agencies to figure out a permanent fix to this problem.

Please let me know your decision regarding this request as soon as possible.

Respectfully,

Scot A. Moody
General Manager

OAKDALE IRRIGATION DISTRICT MEMORANDUM



From: Sharon Cisneros, Chief Financial Officer

Date: February 5, 2019

Subject: **2018 DISCLOSURE OF REIMBURSEMENT OF AMOUNTS TO
EMPLOYEES AND DIRECTORS**

In accordance the District's Resolution No. 96-01 and the California Government Code Section 53065.5, the District shall annually disclose any reimbursement paid by the District to or on the behalf of the employee or member of the governing body of the District for each individual charge for services or product received over \$100. Individual charges includes but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to or on behalf of the employee or member of the governing body of the district. Only those individual charges are shown on your Disclosure Statement.

The disclosures shall be made available for public inspection upon request at the office of the Oakdale Irrigation District's Chief Financial Officer.

Please return your signed disclosure to Sharon Cisneros by no later than February 15, 2019.



State of California

GOVERNMENT CODE

Section 53065.5

53065.5. Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.

(Amended by Stats. 1995, Ch. 529, Sec. 4. Effective October 4, 1995.)



YOUR BEST PROTECTION

ACWA JPIA

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

phone
916.786.5742
800.231.5742

direct line
916.774.7050
800.535.7899

fax
916.774.7040

claims fax
916.786.0209

www.acwajpia.com

President

E.G. "Jerry" Gladbach

Vice President

Tom Cuquet

Chief Executive Officer

Walter "Andy" Sells

Executive Committee

Tom Cuquet

David Drake

E.G. "Jerry" Gladbach

David T. Hodgins

W.D. "Bill" Knutson

Steven LaMar

Melody A. McDonald

J. Bruce Rupp

Kathleen Tiegs

Received

JAN 14 REC'D

Oakdale ID

January 10, 2019

Oakdale Irrigation District (Z001)

Steve Knell

1205 East F Street

Oakdale, CA 95361-4198

Dear Steve:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Oakdale Irrigation District (Z001) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2019.

Sincerely,

E.G. "Jerry" Gladbach
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Oakdale Irrigation District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Property Program for the period 04/01/2014 - 03/31/2017
announced at the Board of Directors' Meeting in San Diego.*



November 26, 2018

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President

JOIN US FOR AN IMPORTANT INFORMATIONAL MEETING ABOUT **EASTERN SAN JOAQUIN GROUNDWATER SUPPLIES**

Informational Meeting on Sustainable Groundwater Management
Tuesday, February 12, 6–8 p.m.
Lockeford Community Center
19258 N. Jack Tone Rd., Lockeford, CA 95237

Find out how you can provide input to a plan to sustainably manage our groundwater basin into the future.

The Eastern San Joaquin Groundwater Authority is hosting a series of informational meetings, open to the public, to provide updates on local efforts to meet the state goals set forth in the Sustainable Groundwater Management Act (SGMA). We are developing a Groundwater Sustainability Plan that reflects local needs and conditions and prioritizes local control over water resources.

You're invited to attend the informational meeting on February 12. You will also get updates on the project and have the opportunity to ask questions and provide input about the Groundwater Sustainability Plan.

For questions, please call
(209) 468-3089 or email
ESJgroundwater@sjgov.org.
For more information, please
visit esjgroundwater.org. We
hope to see you at the meeting!





**EASTERN SAN JOAQUIN
GROUNDWATER AUTHORITY**

1810 E. Hazelton Avenue
P. O. Box 1810
Stockton, CA 95201

(209) 468-3089
ESJgroundwater@sjgov.org
esjgroundwater.org

For Immediate Release:

Contact: Cindy Thomas

Email: Cindy@lucycompanypr.com

Phone: 916-491-3161

Local Efforts Underway Related to Eastern San Joaquin Groundwater
Informational Meeting Set to Provide Plan Updates and Seek Feedback

Lockeford, CA: The Eastern San Joaquin Groundwater Authority is hosting its third public informational meeting about its Groundwater Sustainability Plan on February 12 from 6:00 p.m. – 8 p.m. at the Lockford Community Center, 19258 N. Jack Tone Rd., Lockford, CA.

The Eastern San Joaquin Groundwater Authority was established to promote initial and ongoing compliance with the Sustainable Groundwater Management Act (SGMA) within the subbasin. They are developing a Groundwater Sustainability Plan to reflect local needs and conditions and prioritize local control over groundwater resources.

The Groundwater Authority began hosting a series of public meetings to provide updates on local efforts to meet the state goals of the SGMA in the summer of 2018. This second public informational meeting will give an overview on the current groundwater management status and conditions, and will provide an update on key plan elements. The public will have the opportunity to ask questions and provide input on the plan.

A fourth public informational meeting will be held between now and summer 2019. SGMA requires that the plan must be complete by January 31, 2020 and the basin must reach sustainability by 2040.

For more information, visit www.esjgroundwater.org. For questions, call (209) 468-3089 or email ESJgroundwater@sjgov.org.

About Eastern San Joaquin Groundwater Authority:

The Eastern San Joaquin Groundwater Authority's mission is to provide a dynamic, cost-effective, flexible and collegial organization to promote initial and ongoing SGMA compliance within the subbasin. Its purpose is to provide coordination among its 17 Groundwater Sustainability Agency members, carry out SGMA purposes, develop, adopt and implement a Groundwater Sustainability Plan and satisfy SGMA's requirements for coordination among the Groundwater Sustainability Agencies. Visit www.esjgroundwater.org for more information.

####

2019 Water Tours

FIELD TRIPS



Lower Colorado River Tour > February 27 - March 1

Central Valley Tour > April 3-5

Bay-Delta Tour > June 5-7

Headwaters Tour > June 27-28

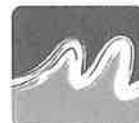
Northern California Tour > October 2-4

Central Coast Tour > November 6-7

www.watereducation.org
Sacramento, CA 95811
1401 21st Street, Suite 200

WATER EDUCATION
FOUNDATION

Sponsorship
opportunities are available!
Call 916-444-6240



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PERMIT NO. 430

2019 Water Tours Information

To learn more about the tours...

916-444-6240 • www.watereducation.org/tours

Register on our website up to one month before the tour date and receive an **Early Bird** discount.

Registration fee for most 3-day, 2-night tours is:

One person, single occupancy room

Early Bird Fee – \$865 • Regular Price – \$895

** Due to hotel costs, Bay-Delta tickets are an additional \$75*

Registration fee for most 2-day, 1-night tours is:

One person, single occupancy room

Early Bird Fee – \$615 • Regular Price – \$645

A limited number of scholarships are available on a case-by-case basis.

Contact Nick Gray at ngray@watereducation.org for more information.

Continuing education credits may be available for an additional \$100 for attorneys, water plant/wastewater plant operators, and other vocations/professions.

See more information about pricing and registration on our website:

www.watereducation.org/tours

Sponsorship opportunities are available for the 2019 tours!

With our sponsorship program, we have a variety of benefits for tour sponsors:

- **Publicity on tour materials, our website and social media.**
- **Free tour seats** and invitations to dinner for your company and clients.

Being a tour sponsor is a **great marketing and networking opportunity**, and a chance to be part of a valuable educational experience that participants remember and talk about with their peers.

For more information about tour sponsorship, contact Nick Gray at 916-444-6240 or ngray@watereducation.org

Register early online, seating is limited.



Central Valley Tour



Lower Colorado River Tour



Headwaters Tour



Bay-Delta Tour



Northern California Tour



Central Coast Tour

The Water Education Foundation's tours are field trips that offer participants a firsthand look at the water facilities, rivers and regions critical in the debate about the future of water resources. Issues of water supply, water quality, environmental restoration, flood management, groundwater and conservation are addressed by a wide range of speakers representing different viewpoints.

Our tours are praised for being balanced, thorough and fun. Participants learn about local, state and federal issues from experts on all sides. Time for socializing and networking is included in the action-packed itineraries.

Six tours will be offered in 2019. Tour registration fee includes transportation, materials, lodging and all meals during the tour. Foundation staff make all lodging arrangements for attendees while on the tour. More tours may be added in 2019; sign up for Foundation announcements at www.watereducation.org/SignUp to receive updates to our tour schedule.

Lower Colorado River Tour – This 3-day, 2-night tour follows the course of the lower Colorado River through Nevada, Arizona and California, and includes a private tour of Hoover Dam. Tour stops include Lake Mead National Recreation Area, Lake Havasu, the Mark Wilmer Pumping Plant, MWD's Gene Village, farms in the Imperial and Coachella valleys and the Salton Sea. Issues discussed include water needs in the Lower Basin, drought management, Lake Mead shortage criteria and endangered species. The tour begins in Las Vegas and ends at California's Ontario International Airport.

Central Valley Tour – This 3-day, 2-night tour travels the length of the San Joaquin Valley, giving participants a clear understanding of the State Water Project and Central Valley Project. Stops include San Luis Reservoir, San Luis National Wildlife Refuge, Mendota Pool, Tulare Lake Basin, Kern Water Bank, local farms and Friant Dam. Issues of water supply for farms, water project operations, groundwater, wetlands, flood control and agricultural drainage are discussed. The tour begins and ends at Sacramento International Airport.

Bay-Delta Tour – This 3-day, 2-night tour takes participants to the heart of California water policy – the Sacramento-San Joaquin Delta and San Francisco Bay. Stops include the historic town of Clarksburg, Delta islands, Big Break Regional Shoreline, Los Vaqueros Reservoir, the Bay Model in Sausalito and Rush Ranch in the Suisun Marsh. Participants learn about the critical role the Delta plays in California's water supply, Delta planning initiatives, water project operations, fish passage, ecosystem restoration, levees and flood management, Delta agriculture and water supply reliability. The tour begins and ends at Sacramento International Airport and includes a ferry ride across San Francisco Bay.

NEW ROUTE! Headwaters Tour – This 2-day, 1-night tour travels through the Sierra Nevada foothills, into the mountains and around the Lake Tahoe Basin to explore the impact of fires on California water supply and quality in the American and Yuba watersheds, as well as forest management and tree mortality, meadow restoration and climate change. Tour stops include the Yuba and American rivers, Tahoe and El Dorado national forests, meadow and river restoration sites and Lake Tahoe. The tour begins and ends in the Sacramento area.

Northern California Tour – This 3-day, 2-night tour travels the length of the Sacramento Valley, a primary source of water for much of California. Stops include Oroville and Shasta dams, Red Bluff Fish Passage Improvement Project, a rice farm, Feather River Fish Hatchery, Clear Creek restoration site, Glenn-Colusa Irrigation District and Sacramento National Wildlife Refuge. Another highlight is a houseboat cruise on Shasta Lake. Speakers talk about farming, water supply, flood management, groundwater and salmon restoration. The tour begins and ends at Sacramento International Airport.

NEW! Central Coast Tour – This 2-day, 1-night tour offers participants the opportunity to learn about water issues affecting California's Central Coast and the solutions that are being applied. Topics include ocean desalination, water recycling, groundwater, dam removal and farming. Tour stops include Santa Clara Valley Water District, Pure Water Monterey, San Clemente Dam and the Salinas Valley. The tour begins and ends in San Jose.

NOTE: Tour stops are subject to change due to adjustment to include topical issues and the possibility of limited access because of security concerns.



JPIA 2019 Spring Preliminary Conference Schedule

Marriott Hotel – Monterey, CA

Monday – May 6, 2019

7:30 a.m. – Light Continental Breakfast (for those attending the meetings)

8:00 a.m. – **Property Program Committee Meeting**

9:00 a.m.

9:15 a.m. – **Workers' Compensation Program Committee Meeting**

10:15 a.m.

10:30 a.m. – **Executive Committee Meeting**

11:30 a.m.

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

1:00 p.m. *RSVP by April 11, 2019, required to attend this event.*

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

4:00 p.m.

4:00 p.m. – **Town Hall Meeting**

5:00 p.m.

5:00 p.m. – **ACWA JPIA Reception**

6:00 p.m.

Tuesday – May 7, 2019

7:30 a.m. – Light Continental Breakfast (for those attending the seminars)

8:00 a.m. – **Seminar I**

9:45 a.m. *Presenter:*

10:00 a.m. – **Seminar II**

11:30 a.m. *Presenter:*

1:00 p.m. – **Sexual Harassment Prevention for Board Members &**

3:00 p.m. **Managers (AB1825, 1661 & 2053)**

Presenter:

3:00 p.m. – **JPIA Leadership Meeting**

5:00 p.m. *(for alumni of the JPIA Leadership Program)*

Wednesday – May 8, 2019

9:00 a.m. – Exhibit Booth #

6:00 p.m.

Thursday – May 9, 2019

8:00 a.m. – Exhibit Booth #

12:00 p.m.



CLOSED SESSION ITEMS

BOARD MEETING OF FEBRUARY 5, 2019