

Thomas D. Orvis, President
Gail Altieri, Vice President
Herman Doornenbal
Linda Santos
Brad DeBoer

District 3
District 1
District 2
District 4
District 5

**MEETING OF THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET, OAKDALE, CA 95361
TUESDAY, MAY 5, 2020 – 9:00 A.M.
AGENDA
NOTICE: CORONAVIRUS (COVID-19)**

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District web site (www.oakdaleirrigation.com) on Friday, May 1, 2020 by close of business. All writings that are public records and relate to an agenda item which are distributed to a majority of the Board of Directors less than 24-hours prior to the meeting noticed above will be made available on the Oakdale Irrigation District web site (www.oakdaleirrigation.com).

INFORMATION FOR REGULAR MEETING DURING SHELTER IN PLACE ORDER

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20, a local legislative body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public who wish to participate and to provide public comment to the local legislative body during the current health emergency. The Oakdale Irrigation District Board of Directors (OID Directors) will adhere to and implement the provisions of the Governor's Executive Order related to the Brown Act and the utilization of technology to facilitate participation.

The location of the meeting will be 1205 East F Street. This site may be utilized as the call-in center for some or all Directors who will be communicating via teleconference. Be advised these facilities are currently closed to public access due to implemented protection measures for the COVID 19 virus. The public will not be granted access to this facility.

If you wish to join the meeting as a member of the public to participate listen to and provide comment on agenda items, then please dial in using your phone. To join the OID Directors' meeting by teleconference, please call **1 669-900-9128, Access Code: 439-287-1020 #, the message will ask for a participant ID, just press # again. If you experience technical difficulties, please contact our IT Analyst Michael Ballinger at (209) 840-5526.**

In addition to the mandatory conditions set forth above, the OID Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act in order to maximize transparency and provide the public access to their meetings.

The OID Directors offer many ways for you to participate in the OID Board Meeting without attending a meeting in person. Public comments and/or written comments for the OID Directors' agenda items can be submitted via email by 4:30 p.m. on the day before the meeting to lfp@oakdaleirrigation.com. If you would like to support, oppose, or otherwise

comment on an upcoming agenda item, please consider sending in your comments prior to the meeting. Pursuant to Government Code section 54954.3(a), Public Comment or public comment on an Agenda Item are limited to five (5) minutes.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5507, as far in advance as possible but no later than 24 hours before the scheduled event. The District will provide its best effort to fulfill the request.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS - ITEM 1

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

Because matters being discussed are not on the agenda there should be no expectation of discussion or comment by the Board except to properly refer the matter for review or action as appropriate. Matters concerning District operations or responsibilities can be addressed prior to Board meetings by contacting District Management or Directors. In this manner, your concerns can be addressed expeditiously.

The Oakdale Irrigation District Board pledges to be respectful, truthful, knowledgeable, productive and unified in conducting the people's business. The Board believes in conducting its business using respectful and civil dialogue and would request that the public conduct itself in a similar fashion in their presentations. Disrespectful and threatening behavior will not be tolerated.

It is not required, but speakers may provide their name and address.

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 - 8

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

Only properly noticed agenda matters shall be permitted for discussion.

2. Approve the **Board of Directors' Minutes of the Regular Meeting of April 7, 2020 and Resolution Nos. 2020-10, 2020-11, 2020-12, 2020-13, 2020-14, 2020-15, 2020-16 and 2020-17**
3. Approve **Oakdale Irrigation District's Statement of Obligations**
4. Approve **OID Improvement District's Statement of Obligations**
5. Approve the **Monthly Treasurer's Report and Financial Statements for the Two Months Ending February 29, 2020**
6. Approve **Monthly Treasurer's Report and Financial Statements for the Three Months Ending March 31, 2020**
7. Approve **Adoption of the Resolution for the Designation of Oakdale Irrigation District's Agent for Filing of Applications with the California Governor's Office of Emergency Services (Cal OES) for the Purpose of Obtaining Federal Financial Assistance Related to the COVID-19 Pandemic and any Future Disasters for up to Three Years**
8. Approve **Oakdale Irrigation District's Commitment to Funding for the 60% Design Level for the Canyon Tunnel Project**

ACTION CALENDAR - ITEMS 9 - 14

9. Review and take possible action to **Adopt the Resolution Accepting the Memorandum of Understanding with the Operating Engineers Local Union No. 3 Bargaining Group Effective January 1, 2020**
10. Review and take possible action to **Adopt the Resolution Accepting the Memorandum of Understanding with the Non-Exempt Confidential Bargaining Group Effective January 1, 2020**
11. Review and take possible action to **Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Supervisory Bargaining Group Effective January 1, 2020**

12. Review and take possible action to **Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Managerial Bargaining Group Effective January 1, 2020**
13. Review and take possible action to **Adopt the Resolution Approving the Employee 2020 Official Salary and Wage Schedule**
14. Review and take possible action to **Request Each Director to Execute a Ralph M. Brown Act Compliance Agreement**

DISCUSSION - ITEM 15

15. Discussion on the **Proposed Changes to the Oakdale Irrigation District Surface Water Shortage Policy**

COMMUNICATIONS - ITEM 16

16. Oral Reports and Comments

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

Ad Hoc Architectural Committee Meeting, April 8, 2020

Finance Committee Meeting, April 8, 2020 (Closed Session)

Government Code §54956.8 Conference with Real Property Negotiator

Negotiating Parties: OID, Federal and State Contractors, SEWD,
City of Brisbane, City of San Francisco, Mi-Wuks,
Local OOD Ag Users

Property: Water

Agency Negotiators: General Manager and Water Counsel

Under Negotiations: Price and Terms

- C. **Directors' Comments/Suggestions**

CLOSED SESSION - ITEM 17

17. Closed Session to discuss the following:

- A. **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

B. Conference with Legal Counsel – Anticipated Litigation

Government Code §54956.9(d)(4)

Determination of Whether to Initiate Litigation

One (1) Case

OTHER ACTION – ITEM 18

18. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, May 19, 2020 at 9:00 a.m.** via teleconference. Details can be obtained by calling (209) 847-0341.

- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, May 21, 2020 at 9:00 a.m.** via teleconference and hosted by OID. Details can be obtained by calling (209) 847-0341.

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
MAY 5, 2020**



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF MAY 5, 2020

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE MEETING OF APRIL 7, 2020 AND RESOLUTION NOS. 2020-10, 2020-11, 2020-12, 2020-13, 2020-14, 2020-15, 2020-16 AND 2020-17

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Meeting of April 7, 2020 and Resolution Nos. 2020-10, 2020-11, 2020-12, 2020-13, 2020-14, 2020-15, 2020-16 and 2020-17

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Meeting of April 7, 2020
- Draft Resolution No. 2020-10
- Draft Resolution No. 2020-11
- Draft Resolution No. 2020-12
- Draft Resolution No. 2020-13
- Draft Resolution No. 2020-14
- Draft Resolution No. 2020-15
- Draft Resolution No. 2020-16
- Draft Resolution No. 2020-17

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
April 7, 2020

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

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

Staff Present: Steve Knell, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer

Also Present: Fred A. Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no addition or deletion of agenda items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

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

PUBLIC COMMENTwa ITEM NO. 1

Robert Frobose stated that people are having a hard time calling in. Director Orvis stated that the prefix is 669 and not 699 which was corrected on the web site prior to the meeting. Director Orvis stated that he would re-open Public Comment prior to going into Closed Session.

Dane Wadle, Senior Public Affairs Field Coordinator with California Special Districts Association. Mr. Wadle gave an update on some of the legislative issues and professional development events.

There being no further Public Comment; Public Comment closed at 9:18 a.m. and the Board Meeting continued.

HEARING CALENDAR
ITEM NO. 2

ITEM NO. 2

PUBLIC HEARING AND CERTIFICATION OF THE IMPROVEMENT
DISTRICT NO. 8 (ID 8) MEMBERSHIP VOTE TO APPROVE OR REJECT
THE ISSUANCE OF A SPECIAL ASSESSMENT TO PAY FOR
REPAIRS OF THE EXISTING IMPROVEMENT DISTRICT NO. 8 PIPELINE

Water Operations Manager Eric Thorburn gave the Board of Directors some background information on Improvement District No. 8.

At the hour of 9:20 a.m. Director Orvis opened the hearing up to the public. There were no members of the public wishing to make a public comment and the Public Hearing was closed at the hour of 9:21 a.m.

Water Operations Manager Eric Thorburn stated that the Improvement District No. 8 Membership voted to approve the issuance of a special assessment to pay for the repairs of the existing Improvement District No. 8 pipeline by the following vote:

Ayes: 1
Unreturned Ballots: 10 (A non-vote is considered a vote of approval.)
Noes: 0
Membership Vote passed by 11-0.

A motion was made by Director Santos and seconded by Director Altieri to certify the vote of Improvement District No. 8 Membership to approve the issuance of a special assessment to pay for repairs of the existing Improvement District No. 8 Pipeline and was voted by the following roll call vote:

Director Altieri Yes
Director Santos Yes
Director Doornenbal Yes
Director Orvis Yes
Director DeBoer` Yes

The motion passed by a 5-0 vote.

Director Altieri requested that Item No. 7 be pulled from the Consent Calendar.

CONSENT CALENDAR
ITEM NOS. 3, 4, 5, 6, 8, 9, 10, 11, 12, 13

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE
MEETING OF MARCH 3, 2020 AND RESOLUTION
NOS. 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 and 2020-09

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve the Board of Directors' Minutes of the Meeting of March 3, 2020 and Resolution Nos. 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 and 2020-09, by a roll call vote of 5-0.

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

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve the Oakdale Irrigation District's Statement of Obligations by a roll call vote of 5-0.

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

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve OID Improvement District's Statement of Obligations by a roll call vote of 5-0.

ITEM NO. 6
APPROVE THE MONTHLY TREASURER'S REPORT AND FINANCIAL
STATEMENTS FOR THE ONE MONTH ENDING JANUARY 31, 2020

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve the Treasurer's Report and Financial Statements for the one month ending January 31, 2020 by a roll call vote of 5-0.

ITEM NO. 8
APPROVE REVISION TO THE COLLECTION AND TERMINATION
POLICY FOR DELINQUENT ACCOUNTS WITHIN THE RURAL
WATER SYSTEM IN COMPLIANCE WITH SENATE BILL 998 (SB998)

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve the adoption of the Resolution Approving the Revision to the Collection and termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998) by a roll call vote of 5-0.

ITEM NO. 9
APPROVE REVISION TO PERSONNEL POLICIES AND PROCEDURES
SECTION 5.505 COMMERCIAL DRIVERS' SUBSTANCE TESTING PROGRAM

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve the adoption of the Resolution Approving the Revision to the Personnel Policies and Procedures, Section 5.505 Commercial Drivers' Substance Testing Program by a roll call vote of 5-0.

ITEM NO. 10
APPROVE WORK RELEASE NO. 010 TO PROFESSIONAL
SERVICES AGREEMENT 2011-PSA-003 WITH BUMGARDNER
BIOLOGICAL CONSULTING FOR ON-CALL PROFESSIONAL SERVICES

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve Work Release No. 010 to Professional Services Agreement 2011-PSA-003 with Bumgardner Biological Consulting for on-call professional services by a roll call vote of 5-0.

ITEM NO. 11
APPROVE NOTICE OF COMPLETION FOR THE
SEGMENT FOUR – SOUTH MAIN CANAL IMPROVEMENT PROJECT

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve the Notice of Completion for the Segment Four – South Main Canal Improvement Project by a roll call vote of 5-0.

ITEM NO. 12
APPROVE REQUEST FOR RECONNECTION OF A SUBSTANDARD PARCEL
SERVED BY THE CHAPPELL PIPELINE (APN: 229-220-21 – JOE L. DUTRA, JR.)

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve the request for reconnection of a substandard parcel served by the Chappell Pipeline (APN: 229-220-21 – Joe L. Dutra, Jr.) by a roll call vote of 5-0.

ITEM NO. 13
APPROVE QUITCLAIM OF AN EXISTING CRUM PIPELINE
EASEMENT IN EXCHANGE FOR ACCEPTANCE OF A
NEW EASEMENT (APN: 006-008-063 – JOSE AND FLORINA VIGIL)

A motion was made by Director Doornenbal, seconded by Director DeBoer and was unanimously supported to approve Quitclaim of an existing Crum Pipeline Easement in exchange for acceptance of a new easement (APN: 006-008-063 – Jose and Florina Vigil) by a roll call vote of 5-0.

The above consent items were passed by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

**PULLED CONSENT CALENDAR
ITEM NO. 7**

ITEM NO. 7

APPROVE REJECTION OF CLAM SUBMITTED BY BILL DOSHAS

A motion was made by Director Altieri and seconded by Director Doornenbal to approve rejection of claim submitted by Bill Doshas and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

**ACTION CALENDAR
ITEM NOS. 14, 15, 16, 17, 18, 19, 20, 21**

ITEM NO. 14

**REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
FOR THE DECLARATION OF AN EMERGENCY OF THE OAKDALE
IRRIGATION DISTRICT AND AFFIRMING THE MEETING
PROTOCOLS THAT WILL BE IN PLACE DURING THE COVID-19 PANDEMIC**

A motion as made by Director DeBoer and seconded by Director Doornenbal to adopt the Resolution for the Declaration of an Emergency of the Oakdale Irrigation District and Affirming the Meeting Protocols that will be in Place During the COVID-19 Pandemic and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

ITEM NO. 15
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
FOR THE DECLARATION OF AN EMERGENCY OF THE OAKDALE
IRRIGATION DISTRICT AND TO TEMPORARILY AUTHORIZE INCREASED
AUTHORITY OF THE GENERAL MANAGER DURING THE COVID-19 PANDEMIC

A motion was made by Director DeBoer and seconded by Director Doornenbal to adopt the Resolution for the Declaration of an Emergency of the Oakdale Irrigation District and to Temporarily Authorize Increased Authority of the General Manager During the COVID-19 Pandemic and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

ITEM NO. 16
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
APPROVING THE 2020 AGREEMENT ESTABLISHING TERMS AND
CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE OAKDALE
IRRIGATION DISTRICT BOUNDARIES FOR THE WATER YEAR 2020 AND
AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENTS

A motion was made by Director Santos and seconded by Director Altieri to adopt the Resolution Approving the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries for the Water Year 2020 and Authorize the General Manager to Execute the Agreement once Paragraph 16 has been removed from the Agreement and was voted by the following roll call vote:

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

The motion failed by a 2-3 vote.

A motion was made by Director DeBoer and seconded by Director Santos to adopt the Resolution Approving the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries for the Water Year 2020 and Authorize the General Manager to Execute the Agreements and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

ITEM NO. 17
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
FINDING THE 2020 AGREEMENT ESTABLISHING TERMS AND
CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE THE OAKDALE
IRRIGATION DISTRICT BOUNDARY CATEGORICALLY EXEMPT
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

A motion was made by Director DeBoer and seconded by Director Doornenbal to adopt the Resolution Finding the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the Oakdale Irrigation District Boundary Categorically Exempt Under the California Environmental Quality Act (CEQA) and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

ITEM NO. 18
REVIEW AND TAKE POSSIBLE ACTION OR PROVIDE
DIRECTION TO SET THE WATER RATE AND APPROVE
DRAFT TERMS OF A 5-YEAR WATER SALES PROGRAM

A motion was made by Director DeBoer and seconded by Director Doornenbal to Set the Water Rate at \$150 per acre foot and approve the Draft Terms of a 5-Year Out-of-District Water Sales Program and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

ITEM NO. 19
REVIEW AND TAKE POSSIBLE ACTION TO AUTHORIZE THE
GENERAL MANAGER TO APPROVE WORK RELEASE(S) TO
PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH
CONDOR EARTH TECHNOLOGIES, INC. AND TO AMEND THE 2020 BUDGET

A motion was made by Director Doornenbal and seconded by Director Santos to authorize the General Manager to approve Work Release(s) to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. and to Amend the 2020 Budget up to \$155,000 and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

At the hour of 11:00 a.m. the Board took a short recess. At the hour of 11:15 a.m. the Board Meeting was reconvened.

ITEM NO. 20
REVIEW AND TAKE POSSIBLE ACTION TO HOLD THE
REGULARLY SCHEDULED BOARD MEETING ON
MAY 5, 2020 AND CANCEL THE MAY 19, 2020 BOARD MEETING
DUE TO THE RE-SCHEDULING OF THE ACWA / JPIA SPRING CONFERENCE

A motion was made by Director Altieri and seconded by Director DeBoer to hold both meetings in May on May 5 and May 19, 2020, and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

COMMUNICATIONS
ITEM NO. 22

A. GENERAL MANAGERS REPORT

General Manager Steve Knell discussed the items contained in the Board Packet under General Manager's Report.

B. COMMITTEE REPORTS

Ad Hoc Architectural Committee, March 18, 2020

Director DeBoer stated that he and Director Orvis met with Support Services Manager Jason Jones and reviewed the plans. Director DeBoer stated that he felt that they made some good progress.

C. DIRECTORS COMMENTS

Director Altieri

Director Altieri stated that she reported at the March 3, 2020 Board Meeting that her rain gauge at her home showed 8 5/100's of an inch. However, with the recent storms the total on her rain gauge at her house was 15 7/10's of an inch.

Director Santos

Director Santos stated that since we are going into Closed Session she wanted to state that she believes it is illegal for the Board to be discussing her censure in Closed Session.

Director Doornenbal

Director Doornenbal had no comments.

Director DeBoer

Director DeBoer thanked the staff on their hard work on the 5-year water program. Director DeBoer stated that he is glad that the Board voted 5-0 to get it approved. Director DeBoer stated that while one speaker said the agreement may be an imperfect agreement he thinks that the constituents can see that the District is trying to utilize their water right to the best their ability.

Director Orvis

Director Orvis had no comments.

At the hour of 11:30 a.m. Director Orvis re-opened Public Comment and opened Public Comment as it pertained to the Closed Session items.

Robert Frobose stated that he assumed that the Board was going to discuss the censure of Director Santos in Closed Session. Mr. Frobose discussed the lawsuit that was filed against Directors Santos and Altieri [case was filed back in 2015]. Mr. Frobose also stated that the Board was violating the Brown Act because the Board was censuring Director Santos incorrectly.

At the hour of 11:38 a.m. Public Comment Closed and the Board took a short recess.

At the hour of 11:53 a.m. the Board reconvened into Closed Session.

CLOSED SESSION
ITEM NO. 23

- A. Conference with Legal Counsel – Anticipated Litigation**
Government Code §54956.9(d)(4)
Determination of Whether to Initiate Litigation
Two (2) Cases

- B. Conference with Legal Counsel – Anticipated Litigation**
Government Code §54956.9(d)(4)
Initiation of Litigation
One (1) Case

- C. Conference with Legal Counsel – Existing Litigation**
Government Code §54956(d)(1)
California Sportfishing Protection Alliance v. Eastern San Joaquin
Groundwater Subbasin Groundwater Sustainability Plan
Stanislaus County Superior Court Case No.: CV-20-001720

At the hour of 2:28 p.m. the Board reconvened to Open Session.

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

General Counsel Fred A. Silva stated that during the break he reviewed the Governor's Executive Order N29-20 and cited from Section 3. Notice Requirements (ii). General Counsel Fred A. Silva stated that based on this section it was his opinion that this Board, when it realized that there had been a typo in the call-in number, took the most rapid means of communication to correct the error by posting the correct number on its web site. Additionally, when constituents called the main office they were given the correct number to call. He stated that he believed that the District satisfied the Governor's Order of N29-20.

ACTION CALENDAR
ITEM NO. 21

ITEM NO. 2

**REVIEW AND TAKE POSSIBLE ACTION FOLLOWING CLOSED SESSION TO
APPROVE ADOPTION OF RESOLUTION BY THE BOARD OF DIRECTORS OF
THE OAKDALE IRRIGATION DISTRICT TO CENSURE DIRECTOR LINDA SANTOS**

A motion was made by Director DeBoer and seconded by Director Doornenbal to approve the adoption of the Resolution by the Board of Directors of the Oakdale Irrigation District to Censure Director Linda Santos and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | No |
| Director Santos | No |
| Director Doornenbal | Yes |
| Director Orvis | Yes |

Director DeBoer

Yes

The motion passed by a 3-2 vote.

OTHER ACTION
ITEM NO. 24

At the hour of 2:39 p.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, May 5, 2020 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, April 16, 2020 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Thomas D. Orvis, President

Attest:

Steve Knell, P.E., Secretary

DRAFT

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-10**

**RESOLUTION ADOPTING
REVISION TO COLLECTION AND TERMINATION POLICY FOR
DELINQUENT ACCOUNTS WITHIN THE RURAL WATER SYSTEM
IN COMPLIANCE WITH SENATE BILL 998 (SB998)
REPLACING RESOLUTION 2020-04**

WHEREAS, the Oakdale Irrigation District is a public agency and an irrigation district formed and existing in accordance with the provisions of Division 11 of the Water Code of the State of California; and

WHEREAS, as a community water system that supplies water to more than 200 service connections, effective April 1, 2020, by Chapter 5 of the Health and Safety Code, which was added in 2018 by Senate Bill 998 (SB998), and known as the Water Shutoff Protection Act, the District is required to establish rules and procedures for community water systems to follow before the shut off of residential water service by the District; and

WHEREAS, the Board of Directors approved the Collection and Termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998) on March 3, 2020.

WHEREAS, the Board of Directors has reviewed and considered the revision to the Collection and Termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998).

NOW, THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the revision to the Collection and Termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998). This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

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

Upon Motion of Director Doornenbal, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 7th day of April, 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-11**

**RESOLUTION ADOPTING
REVISION TO PERSONNEL POLICIES AND PROCEDURES
CHAPTER 500, SECTION 5.505 COMMERCIAL DRIVERS'
SUBSTANCE TESTING PROGRAM**

WHEREAS, the Personnel Policies and Procedures were adopted by the Board of Directors on August 19, 2015; and

WHEREAS, pursuant to the direction of Congress to the Secretary of Transportation, the Federal Motor Carrier Administration established the Commercial Driver's License Drug and Alcohol Clearinghouse which requires yearly queries for each commercial driver as well as pre-employment queries for potential hires; and

WHEREAS, the Oakdale Irrigation District was required to revise Section 5.505 Commercial Drivers' Substance Testing Program to incorporate this requirement.

NOW THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the revision to Chapter 500, Section 5.505 Commercial Drivers' Substance Testing Program to the Personnel Policies and Procedures. This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

Upon Motion of Director Doornenbal, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of April, 2020

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-12**

**DECLARATION OF EMERGENCY AND RESOLUTION OF
THE OAKDALE IRRIGATION DISTRICT TO AFFIRM THE MEETING
PROTOCOLS THAT WILL BE IN-PLACE DURING THE COVID-19 PANDEMIC**

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to exist in California as a result of the threat of a novel coronavirus disease now known as COVID-19; and

WHEREAS, the United States Department of Homeland Security (<https://www.cisa.gov/critical-infrastructure-sectors>, last updated March 24, 2020) has identified 16 critical infrastructure sectors whose assets, systems, and networks are considered so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof; and

WHEREAS, among the aforementioned 16 critical infrastructure sectors are the Food and Agriculture Sector and the Water and Wastewater Systems Sector; and

WHEREAS, Oakdale Irrigation District (District), as a raw water supplier to 82,000 acres and a domestic water provider to over 600 residences, provides essential services within both the Food and Agriculture Sector and the Water and Wastewater Systems Sector, and is thus a critical infrastructure operator under the law; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents to stay at their place of residence “except as needed to maintain continuity of operations of the federal critical infrastructure sectors;” and

WHEREAS, in light of the District’s status as the sole provider of certain federal critical infrastructure services within its service area, and the Governor’s Executive Order N-33-20 directing that continuity of operations of federal critical infrastructure sectors be maintained, the District Board must meet and conduct business necessary and appropriate to ensure such continuity and provide essential services; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, temporarily suspending and waiving certain requirements of the Brown Act and authorizing local legislative bodies such as irrigation districts to use sound discretion to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act regulating the conduct of public meetings; and

WHEREAS, the District desires to minimize health and safety risks to its customers, its employees, and members of its Board while also continuing to conduct business and provide essential services;

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

1. The Board of Directors declares a State of Emergency to exist in its jurisdictional service area as a result of the threat of COVID-19.
2. The Board adopts and affirms the following meeting protocols to be followed so long as the Governor's State of Emergency order remains in effect:
 - a) Meeting agendas will continue to be posted in compliance with current Brown Act requirements regarding content and timing of postings.
 - b) Meetings of the Board of Directors will continue to be held at the District office at 1205 East F Street in Oakdale. Directors attending Board meetings in person will be encouraged to maintain safe distances and adhere to state-recommended safety protocols at all times while on District office premises.
 - c) Meetings of the Board of Directors will be closed to the public except as follows.
 1. Members of the public may attend the open-session portion of meetings via teleconference. A dial-in number will be listed on the agenda, and will also be provided to any member of the public upon request.
 2. Members of the public may also submit public comments by email at lfp@oakdaleirrigation.com or via the OID website at <https://www.oakdaleirrigation.com/contact-us>. All comments should be submitted no later than 4:30 p.m. on the Monday prior to the Board meeting. Any such email should indicate the number of the agenda item to which each comment pertains or specify that it is intended for the general public comments portion of the meeting. Written comments will be distributed to the Board members and kept on file.
 3. Members of the public who, because of a disability, require reasonable modification or accommodation in order to attend or participate in a meeting via teleconference should request such modification or accommodation by contacting the Executive Assistant to the District General Manager at (209) 847-0341 as early as possible before the meeting. The District will make every effort to satisfy such requests consistent with the mandates of the Americans with Disabilities Act.
 - d) Directors may elect to attend and participate in Board meetings via teleconference. However, the Board's duty to ensure the integrity and confidentiality of the closed-session portion of meetings will remain paramount and will not be waived.
 1. Any Director may attend and participate in the open-session portion of a Board meeting via teleconference by dialing in from home or other location that is reasonably free of background noise and distractions. Directors may not attend or

participate in the closed-session portion of a Board meeting via teleconference from any location other than the secure site described in paragraph 2(d)(2), below.

2. Any Director who is in a high-risk category for severe illness from COVID-19 may attend and participate in the closed-session portion of a Board meeting via teleconference from a secure, monitored site located at 703 West F Street in Oakdale (and may also attend and participate in the open-session portion of that meeting from the same location). Directors who intend to use the secure site are encouraged to inform the District General Manager of that intent as far in advance of the meeting as possible and no later than 72 hours prior to the meeting so that the General Manager may take steps to ensure the safety of all attendees. Directors attending Board meetings via teleconference at this secure site will adhere to state-recommended safety protocols at all times while on the premises.
- e) All voting by the Board of Directors will be by roll-call vote.
 - f) Questions about any of the above-listed accommodations may be directed to the Executive Assistant to the District General Manager at (209) 847-0341.

Upon motion of Director DeBoer, seconded by Director Doornenbal and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of April 2020, by the following roll-call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | |

Motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-13**

**DECLARATION OF EMERGENCY AND RESOLUTION OF
THE OAKDALE IRRIGATION DISTRICT TO TEMPORARILY AUTHORIZE
INCREASED AUTHORITY OF THE GENERAL MANAGER**

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 ("COVID-19"); and

WHEREAS, "the United States Department of Homeland Security has identified 16 Critical Infrastructure Sectors whose asset and networks are considered so vital to the United States that their incapacitation or destruction would have a debilitating effect on the economic security, public health or safety or combination thereof;" and

WHEREAS, Oakdale Irrigation District ("District"), is a raw water supplier to 82,000 acres in the Agricultural Sector and a domestic water provider to over 600 residences in the Water and Wastewater Sector and as such is considered an operator of critical infrastructure under the law; and

WHEREAS, Governor Newsom in his Executive Order 33-20 states, "I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being; and

WHEREAS, on March 31, 2020 Stanislaus County Office of Emergency Services issued its warning that 35 cases of COVID-19 infections had been confirmed; and

WHEREAS, the health, safety and welfare of Oakdale Irrigation District ("District") residents, businesses, visitors and staff are of utmost importance to the Board of Directors ("Board"), and additional future measures may be needed to protect the community; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 may require the District to divert resources from normal day-to-day operations and it may impose extraordinary requirements on and expenses to the District; and

WHEREAS, the District General Manager ("General Manager") currently has spending authority up to \$5,000, without prior Board approval in addition to limited authority related to personnel matters; and

WHEREAS, in the absence of Board action, strict compliance with certain District rules and policies could prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, after consideration of all the facts reasonably available for review at the present time, the Board of Directors finds it in the best interest of the District to authorize the increase in General Manager spending authority to \$100,000, and up to \$150,000 upon authorization from the President of the Board, and approves all acts necessary and appropriate to ensure the operation of the District.

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

1. The Board of Directors declares a State of Emergency to exist in its jurisdictional service area as a result of the threat of Novel Coronavirus 2019 (“COVID-19”).
2. The Board of Directors authorizes an increase in the General Manager’s spending authority to \$100,000, and up to \$150,000 upon authorization from the President of the Board.
3. The General Manager may take all actions necessary, proper, and appropriate in his/her reasonable discretion to ensure the operation of the District, the safety of employees, and the safety of the public, including, but not limited to reasonable deviations from Board adopted Ordinances, Resolutions, Policies, and Procedures.
4. The authority vested in the General Manager by this resolution will terminate upon a declaration by the Governor and the County Health Officer that the State of Emergency has ended.

Upon motion of Director DeBoer, seconded by Director Doornenbal and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of April 2020, by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

Motion passed by a 5-0 vote.

Tom Orvis, President
Board of Directors

Steve Knell
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-14**

**APPROVING THE 2020 AGREEMENT ESTABLISHING TERMS AND
CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE
OF OAKDALE IRRIGATION DISTRICT BOUNDARIES FOR
THE WATER YEAR 2020 AND AUTHORIZE THE GENERAL
MANAGER TO EXECUTE THE AGREEMENTS**

WHEREAS, the Board of Directors of the Oakdale Irrigation District made a determination on the availability of "surplus water" for surface irrigation use outside Oakdale Irrigation District's service area for 2020; and

WHEREAS, staff presented an in-district water budget for 2020 to the Board of Directors for use by the Board of Directors in determining the availability of "surplus water." The in-district water budget forecasts 235,000 af of in-district water use in 2020; and

WHEREAS, the Board of Directors of the Oakdale Irrigation District declared "surplus water" for any OID allocation received above 235,000 af for use to out-of-district purposes as may be approved by the Board of Directors.

WHEREAS, the Board of Directors of the Oakdale Irrigation District approved providing out-of-district water to local agricultural water users in 2020; and

NOW, THEREFORE, the Board of Directors of the Oakdale Irrigation District hereby approves the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District for the Water Year 2020, set the 2020 water rate for out-of-district lands at \$125.00/af, and authorize the General Manager to execute the agreements.

A motion was made by Director Santos and seconded by Director Altieri to adopt the Resolution Approving the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries for the Water Year 2020 and Authorize the General Manager to Execute the Agreement once Paragraph 16 has been removed from the Agreement and was voted by the following roll call vote:

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

The motion failed by a 2-3 vote.

A motion was made by Director DeBoer and seconded by Director Santos to adopt the Resolution Approving the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries for the Water Year 2020 and Authorize the General Manager to Execute the Agreements and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-15**

**FINDING THE 2020 AGREEMENT ESTABLISHING TERMS AND
CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE THE
OAKDALE IRRIGATION DISTRICT CATEGORICALLY EXEMPT FROM CEQA**

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

WHEREAS, the District has approved the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the OID Boundary (Project) located within northeastern Stanislaus County, and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Oakdale Irrigation District hereby adopts the Resolution finding the 2020 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the OID Boundary Project Categorically Exempt from CEQA.

Upon motion of Director DeBoer, seconded by Director Doornenbal and duly submitted to the Board for its consideration the above titled resolution was adopted this 7th day of April 2020 by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-16**

**RESOLUTION BY THE BOARD OF DIRECTORS OF
OAKDALE IRRIGATION DISTRICT
REGARDING THE CENSURE OF DIRECTOR LINDA SANTOS**

WHEREAS, The Ralph M. Brown Act public meeting law prohibits a person from disclosing confidential information which has been acquired by being present in a Closed Session to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information (Cal. Govt. Code Section 54963(a)). Improper disclosure of Closed Session confidential information may subject a Director to criminal prosecution for violation of Cal. Govt. Code Section 1222, willful omission by a public officer to perform a duty under law; and

WHEREAS, All members of the Oakdale Irrigation District Board of Directors, including Director Linda Santos, have received training regarding their obligations under The Ralph M. Brown Act and are fully aware of their obligation in particular to maintain the confidentiality of Closed Session confidential information; and

WHEREAS, All members of the Oakdale Irrigation District Board of Directors, in such capacity, along with the Directors of South San Joaquin Irrigation District, sit on the joint Board of Directors of the Tri-Dam Project; and

WHEREAS, In late 2019 it came to the Tri-Dam Project Board of Directors' attention that Director Linda Santos may have improperly disclosed confidential Tri-Dam Project Board Closed Session information to third parties not entitled to that information, without the Board's approval and in violation of the Brown Act; and

WHEREAS, The Tri-Dam Project Board of Directors promptly authorized a confidential, formal investigation be conducted by outside Special Counsel to determine the facts; and

WHEREAS, The investigation concluded that Director Linda Santos improperly disclosed confidential Oakdale Irrigation District Board Closed Session information as well as Tri-Dam Project Board Closed Session information to third parties not entitled to that information. Director Santos's improper disclosures related to multiple Closed Sessions over the past two years, which is indicative of more than an inadvertent or unintentional disclosure of Closed Session information by Director Santos; and

WHEREAS, The investigation further concluded that Director Linda Santos also improperly disclosed Tri-Dam Project confidential, attorney-client privileged information to third parties not entitled to that information; and

WHEREAS, The Board of Directors believes that Director Santos's improper disclosure of confidential information discussed in Closed Session has and, if left unchecked, will continue to have a chilling effect on the Board's ability to discuss sensitive matters in

Closed Session. This chilling effect limits the free flow of ideas and discussion of different viewpoints on important and sensitive District issues in Closed Session, which in turn harms the District's constituents and the general public; and

WHEREAS, The District has had to incur substantial additional expense and cost, in terms of legal fees, Board time, and staff resources as a direct result of Director Santos's actions. The Board and staff have had to spend significant amounts of time to address Director Santos's breach of confidential information, which in turn has interfered with the Board and staff's ability to focus on the main business of the District and issues of concern to its constituents; and

WHEREAS, On March 26, 2020 the Board of Directors of Tri-Dam Project, in response to Director Santos's improper disclosures, publicly censured Director Santos. On March 26, 2020, the Board of Directors of Tri-Dam Power Authority, in response to Director Santos's improper disclosures, removed Director Santos as Vice-President of the Authority; and

WHEREAS, The Board of Directors of Oakdale Irrigation District believes it to be in the best interests of the District to take all actions necessary and appropriate to prevent the improper disclosure of confidential Closed Session information to third parties by Director Santos in the future.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of Oakdale Irrigation District hereby publicly censures Director Linda Santos for her improper disclosure of confidential Closed Session information in violation of The Ralph M. Brown Act. Director Santos's actions were detrimental to the interests of the District. The Board of Directors does not approve of nor condone Director Santos's improper disclosure of confidential Closed Session information and her violation of The Brown Act.
2. The Board of Directors hereby removes Director Santos from the Water/Engineering Committee and the Personnel Committee. The Board of Directors hereby removes Director Santos from serving as an Alternate on the Finance Committee and the Planning and Public Relations Committee.
3. The Board of Directors hereby directs Director Linda Santos not to speak with Oakdale Irrigation District employees regarding District business outside of Oakdale Irrigation District Board Meetings, with the exception of District General Manager Steve Knell.
4. The Board of Directors hereby directs Director Santos to attend one-on-one training with a trainer appointed by the District. The training shall include Director Santos's obligations under The Brown Act, including in particular her obligation to maintain the confidentiality of Closed Session discussions. Such training may be coordinated with any training required of Director Santos by the

Tri-Dam Project Board of Directors. The training shall be completed no later than three (3) months from the date of this Resolution.

5. The Board of Directors urges Director Santos to meet her obligations under The Brown Act, including in particular her obligation to maintain the confidentiality of Closed Session discussions. The Board of Directors requests that Director Santos acknowledge her legal obligations and commit to comply with them by executing that certain "Compliance Agreement" in the form attached as Exhibit "A" to this Resolution. In the alternative, if Director Santos is unable or unwilling to commit to comply with her legal obligations as a Director of the Oakdale Irrigation District, the Board of Directors urges Director Santos to resign from the Oakdale Irrigation District Board, the Tri-Dam Project Board, and the Tri-Dam Authority Board.

Upon motion of Director DeBoer, seconded by Director Doornenbal and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of April, 2020, by the following roll call vote:

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

The motion passed by a 3-2 vote.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell,
General Manager/Secretary

EXHIBIT "A"
FORM OF COMPLIANCE AGREEMENT

COMPLIANCE AGREEMENT

I, Linda Santos, agree to the following:

1. The Ralph M. Brown Act provides in part as follows:

A person may not disclose confidential information that has been acquired by being present in a closed session . . . to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

Cal. Govt Code Section 54963(a).

2. I understand that Section 54963(a) applies to all Closed Session meetings of the Oakdale Irrigation District Board of Directors. I understand that Section 54963(a) applies to me in my official capacity as a Director of the Oakdale Irrigation District. I understand my obligations under Section 54963(a) and agree to comply with them.
3. I understand that I have a fiduciary obligation as a Director of the Oakdale Irrigation District to maintain the confidentiality of attorney-client privileged information. I agree to comply with this obligation.

Date: _____

Linda Santos
Director

RESIGNATION

I, Linda Santos, hereby resign my position as a Director of Oakdale Irrigation District, Tri-Dam Project, and Tri-Dam Authority, with immediate effect.

Date: _____

Linda Santos

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-17**

**AUTHORIZING QUITCLAIM DEED TO
JOSE VIGIL AND FLORINA MARIA VIGIL**

APN: 006-008-063

WHEREAS, a portion of the Oakdale Irrigation District facility known as the Crum Pipeline, located within the northeast quarter of Section 7, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, crosses the above-noted parcel; and

WHEREAS, to accommodate a proposed development the landowner has granted the Oakdale Irrigation District a new 20 foot easement, recorded as Inst. No. 2020-11147 per Stanislaus County Records; and

WHEREAS, the new 20 foot easement is sufficient for the Oakdale Irrigation District's access, and OID staff has determined quitclaim of the existing 20 foot easement will not be detrimental to OID operations.

NOW THEREFORE BE IT RESOLVED, that any interest in the easement granted to the Oakdale Irrigation District and recorded July 29, 1985 in Volume 37 of Parcel Maps at Page 3 in the Office of the Stanislaus County Recorder be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Doornenbal, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 7th day of April, 2020 by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Santos | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director DeBoer | Yes |

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 3
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> |
|--|----------------------------------|---------------|
| IRS | 941 Withholding, FICA, Medicare | \$108,086.35 |
| Tri-West Tractor Inc. | Excavator, Loader Rentals | 71,867.03 |
| CALPERS | Retirement Contribution | 63,159.55 |
| Kaiser Foundation Health Plan Inc. | Health Insurance – May | 58,093.93 |
| Sutter Health Plus | Health Insurance – May | 46,745.37 |
| PG&E | Electricity – February and March | 36,420.46 |
| Sierra Mountain Construction Inc. | Segment 4 Construction | 36,099.78 |
| Dennis Wing Trucking | Haul Dirt | 27,600.00 |
| Condor Earth Technologies, Inc. | WR #022, #20, #24, #019, #16 | 20,709.00 |
| Damrell, Nelson, Schrimp, Pallios, Pacher & Silva | Attorney Fees – January | 19,440.01 |
| | Sub Total Top Ten: | \$488,221.48 |
| | Other Obligations: | 289,595.95 |
| | Total Obligations: | \$777,817.43 |

FISCAL IMPACT: \$777,817.43

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**

May 5, 2020

Accounts Payable
Check Register -May 5, 2020



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|--|-----------|--|
| 327201 | 3/27/2020 | Employment Development Department | \$100.40 | Personal Income Tax and State Disability Insurance |
| 327202 | 3/27/2020 | Internal Revenue Service | 686.00 | 941 Withholding, Medicare and FICA |
| 403201 | 4/3/2020 | California Public Employees' Retirement System | 31,655.82 | CalPERS Retirement and Employer Contribution |
| 403202 | 4/3/2020 | Employment Development Department | 8,229.62 | Personal Income Tax and State Disability Insurance |
| 403203 | 4/3/2020 | Internal Revenue Service | 51,804.56 | 941 Withholding, Medicare and FICA |
| 403204 | 4/3/2020 | ICMA Retirement | 1,356.25 | Deferred Comp Withholding |
| 403205 | 4/3/2020 | VOYA Retirement | 8,800.50 | Deferred Comp Withholding |
| 27480 | 4/6/2020 | Ace Hardware | 141.12 | Bags, Plugs, Twistlocks, Pump Sprayer, Valve and Funnel |
| 27481 | 4/6/2020 | ACR Systems Inc. | 390.01 | DC Current Data Logger |
| 27482 | 4/6/2020 | Airgas USA, LLC | 1,005.83 | Welding Supplies |
| 27483 | 4/6/2020 | Allied Concrete and Supply Co., Inc. | 1,118.98 | Concrete |
| 27484 | 4/6/2020 | Amazon Web Services, Inc. | 77.79 | Storage - March |
| 27485 | 4/6/2020 | App Agency Inc. | 30.00 | Hosting - oidwaterresources.org |
| 27486 | 4/6/2020 | Ash, Jon | 144.00 | Health & Wellness Reim. Jan-March 2020 |
| 27487 | 4/6/2020 | AT&T Mobility | 53.80 | GPS Device - March |
| 27488 | 4/6/2020 | BG Agri Sales & Service | 396.05 | Swivel, Cap, TeeJet Check Valves |
| 27489 | 4/6/2020 | Bobcat Central, Inc. | 338.53 | Pumps, Elbows and Hoses |
| 27490 | 4/6/2020 | Boutin Jones, Inc. | 587.10 | Attorney Fees For Feb 2020 |
| 27491 | 4/6/2020 | Casey Records Management | 192.00 | Shredding - March |
| 27492 | 4/6/2020 | C & C Portables, Inc. | 1,390.05 | Portable Toilet Rental - March |
| 27493 | 4/6/2020 | Central Valley Ag Grinding, Inc. | 481.00 | Lumber and Green Waste |
| 27494 | 4/6/2020 | City of Oakdale Utilities | 638.28 | Crane Rd Water Usage 02/24-03/03/20, Water/Sewer For March |
| 27495 | 4/6/2020 | Coffee Break Service, Inc. | 219.16 | Coffee Service |
| 27496 | 4/6/2020 | Comcast | 625.80 | Analog Lines, TV and Internet |
| 27497 | 4/6/2020 | Condor Earth Technologies, Inc. | 20,709.00 | WR # 019, WR# 022, WR #024, WR# 016, WR# 020 |
| 27498 | 4/6/2020 | Conlin Supply Co., Inc. | 8,245.67 | 16' Cattle Gate, Pipe, Barbed Wire and Posts |
| 27499 | 4/6/2020 | Dennis Wing Trucking | 15,755.00 | Haul Dirt |
| 27500 | 4/6/2020 | Department of Water Resources | 8,117.00 | Rodden Lake Fees 07/01/20 - 06/30/21 |
| 27501 | 4/6/2020 | Digi-Key Corporation | 40.39 | Sensor and Connectors |
| 27502 | 4/6/2020 | DLT Solutions, LLC | 2,963.70 | Annual AutoCAD Subscription |
| 27503 | 4/6/2020 | Ellis Self Storage, Inc. | 85.00 | Storage - April |
| 27504 | 4/6/2020 | Event Pros Productions | 1,031.80 | Teleconferencing Tri Dam Meeting |
| 27505 | 4/6/2020 | EZ Haul | 2,662.11 | Premier Plug and Pallet Deposit |
| 27506 | 4/6/2020 | Far West Laboratories, Inc. | 455.00 | Bac-T Tests |
| 27507 | 4/6/2020 | First Choice Industrial Supply Inc. | 662.45 | Wonder Grip Gloves and Disinfecting Wipes |
| 27508 | 4/6/2020 | Fishbio Inc. | 2,346.40 | Honolulu Bar - February |
| 27509 | 4/6/2020 | F&M Bank | 1,899.99 | January Retention |
| 27510 | 4/6/2020 | Fragie, Will | 75.00 | Steel Toe Work Boots |
| 27511 | 4/6/2020 | Fresno Valves & Castings, Inc. | 1,849.64 | 101C Gate |
| 27512 | 4/6/2020 | George Reed, Inc. | 6,605.58 | Crushed Rock and Minus |
| 27513 | 4/6/2020 | Gilton Resource Recovery Transfer Facility, Inc. | 657.10 | Refuse Charges and Concrete |
| 27514 | 4/6/2020 | Gilton Solid Waste Management, Inc. | 304.26 | Refuse Charges - March |
| 27515 | 4/6/2020 | Grainger | 410.54 | Throw Bags, Electric Pen Engraver |
| 27516 | 4/6/2020 | Grover Landscape Services, Inc. | 510.00 | Monthly Landscape Maintenance - March |
| 27517 | 4/6/2020 | Haidlen Ford | 2,536.37 | Vehicle Repair Supplies |
| 27518 | 4/6/2020 | The Hat Source | 3,020.41 | OID Hats |
| 27519 | 4/6/2020 | Hilmar Lumber, Inc. | 4,819.11 | Various PVC Pipe and Supplies |
| 27520 | 4/6/2020 | Hixco | 1,244.08 | Insecticide, Paint, Glasses and Visors |
| 27521 | 4/6/2020 | Integrated Telecom Solutions, Inc. | 62.50 | Phone System Support |
| 27522 | 4/6/2020 | Jepson, Zack | 53.00 | Steel Toe Boot Reimbursement |
| 27523 | 4/6/2020 | Knell, Steve | 171.58 | Lunch Meetings and Newsletter Subscription |
| 27524 | 4/6/2020 | Krohne Inc. | 9,312.02 | 10" Enviromag 2000 Flow Sensor and Converter |
| 27525 | 4/6/2020 | Leica Geosystems, Inc. | 976.50 | Leica Geosystems Annual Subscription |
| 27526 | 4/6/2020 | Liebert Cassidy Whitmore | 9,546.00 | Labor Negotiations |
| 27527 | 4/6/2020 | Loveall, Michael | 75.00 | Steel Toe Boot Reimbursement |
| 27528 | 4/6/2020 | McMaster-Carr | 122.69 | Grip Puller |
| 27529 | 4/6/2020 | Mission Uniform Service | 1,671.77 | Uniform Service |

Accounts Payable
Check Register -May 5, 2020



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|---|-----------|---|
| 27530 | 4/6/2020 | Motor Parts Distributors, Inc. | 252.04 | Head Lamp and Bulbs |
| 27531 | 4/6/2020 | NorCal Kenworth | 1,074.20 | Knob Heaters, Work Lamps, Filters and Belt |
| 27532 | 4/6/2020 | Oakdale Automotive Repair & Tire | 1,027.79 | Tires |
| 27533 | 4/6/2020 | Oakdale Auto Parts | 113.19 | Spark Plugs, Fuel Cap, Tire Repair Kit, Cleaner and Cement |
| 27534 | 4/6/2020 | Oakdale Leader | 290.00 | Farm and Ranch - March |
| 27535 | 4/6/2020 | Oakdale Locksmith | 60.00 | Rekey Ford Ignition |
| 27536 | 4/6/2020 | Office Depot | 222.02 | Office Supplies |
| 27537 | 4/6/2020 | Opportunity Stanislaus | 252.00 | Workkeys Testing |
| 27538 | 4/6/2020 | P G & E | 19,877.71 | Electricity - February |
| 27539 | 4/6/2020 | Quadient Finance USA, Inc. | 633.99 | Meter Rental For 2020 |
| 27540 | 4/6/2020 | Ray Morgan Company | 348.20 | Copier Usage 02/24-03/23/20 |
| 27541 | 4/6/2020 | Resource Building Materials | 483.16 | Redi Mix, Deposit For UCart |
| 27542 | 4/6/2020 | Rinker Materials | 4,369.68 | 36" x 8' RCP |
| 27543 | 4/6/2020 | Rubicon, Inc. | 6,984.37 | SCADA Supplies |
| 27544 | 4/6/2020 | Sierra Mountain Construction, Inc. | 36,099.78 | Segment 4 Construction |
| 27545 | 4/6/2020 | Springbrook Software LLC | 158.00 | Springbrook Training and CivicPay Online |
| 27546 | 4/6/2020 | Streamline | 400.00 | Monthly Web Fee - March |
| 27547 | 4/6/2020 | Target Specialty Products | 5,185.47 | Weedar and Round-Up |
| 27548 | 4/6/2020 | TP Express | 150.00 | Portable Toilet Rental - April |
| 27549 | 4/6/2020 | Tri-West Tractor Incorporated | 42,483.64 | Wiper Blades, Roller, Joints, Elements, Excavator and Loader Rental |
| 27550 | 4/6/2020 | Truck nTow.Com | 2,019.80 | Light Bar, Golight Mounts and Plates |
| 27551 | 4/6/2020 | Hall, Tim | 77.07 | Refund Check APN: 010-068-012 |
| 27552 | 4/6/2020 | United Rentals Northwest, Inc. | 5,916.09 | Trench Box, Lifting Bridle Rental, Portable Auger w/ Accessories |
| 27553 | 4/6/2020 | Waters, Brian | 75.00 | Steel Toe Boot Reimbursement |
| 27554 | 4/6/2020 | W. H. Breshears, Inc. | 5,554.75 | Fuel |
| 27555 | 4/6/2020 | Wille Electric Supply Co., Inc. | 451.37 | PVC Elbows, Fuses and Adapters |
| 27556 | 4/6/2020 | California State Disbursement Unit | 377.99 | Employee Levy |
| 27557 | 4/6/2020 | Franchise Tax Board | 342.92 | Employee Levy |
| 407201 | 4/7/2020 | Employment Development Department | 20.08 | Personal Income Tax |
| 407202 | 4/7/2020 | Internal Revenue Service | 927.71 | 941 Withholding, Medicare and FICA |
| 408201 | 4/8/2020 | Employment Development Department | 93.22 | Personal Income Tax and State Disability Insurance |
| 408202 | 4/8/2020 | Internal Revenue Service | 696.37 | 941 Withholding, Medicare and FICA |
| 409201 | 4/9/2020 | Visa | 67.13 | Wrench and Screwdriver Set |
| 409202 | 4/9/2020 | Visa | 149.90 | ZOOM.US, To Support Teleconferencing |
| 4142020 | 4/14/2020 | California Department of Tax & Fee Administration | 3,724.00 | 2020 Sales & Use Tax |
| 417201 | 4/17/2020 | California Public Employees' Retirement System | 31,503.73 | CalPERS Retirement and Employer Contribution |
| 417202 | 4/17/2020 | Employment Development Department | 8,676.21 | Personal Income Tax and State Disability Insurance |
| 417203 | 4/17/2020 | Internal Revenue Service | 53,971.71 | 941 Withholding, Medicare and FICA |
| 417204 | 4/17/2020 | ICMA Retirement | 1,281.37 | Deferred Comp Withholding |
| 417205 | 4/17/2020 | VOYA Retirement | 8,772.40 | Deferred Comp Withholding |
| 27558 | 4/20/2020 | ABS Presort, Inc. | 955.04 | STRGBA Newsletter March 2020 |
| 27559 | 4/20/2020 | Ace Hardware | 438.91 | Galvanized Shackles, Tools, Gloves, PVC Pipe |
| 27560 | 4/20/2020 | ACWA-JPIA | 9,821.83 | Dental/Vision - May |
| 27561 | 4/20/2020 | Airgas USA, LLC | 577.79 | O-Rings, Welding Helmets, Goggles and Gloves |
| 27562 | 4/20/2020 | Phippen, David | 70.99 | Customer Deposit Refund - Petition to Join ID13 |
| 27563 | 4/20/2020 | Warner, Peter & Pamela | 326.67 | Customer Deposit Refund - Petition to Detach from ID02 |
| 27564 | 4/20/2020 | BG Agri Sales & Service | 463.27 | TeeJet, Valves, Dampers and Gasket Kit |
| 27565 | 4/20/2020 | Boutin Jones, Inc. | 2,005.92 | Attorney Fees For March 2020 |
| 27566 | 4/20/2020 | California State Disbursement Unit | 377.99 | Employee Levy |
| 27567 | 4/20/2020 | Chicago Title | 22.72 | Refund - APN: 002-022-037 |
| 27568 | 4/20/2020 | Chicago Title Co. | 7.86 | Refund - APN: 229-120-09 |
| 27569 | 4/20/2020 | Comcast Business | 331.13 | Office Phone Charges - April |
| 27570 | 4/20/2020 | Consumers Choice Pest Control | 75.00 | Quarterly Pest Control |
| 27571 | 4/20/2020 | CoreLogic Solutions, LLC | 275.00 | Real Quest - March |
| 27572 | 4/20/2020 | Damrell, Nelson, Schrimp, Pallios, Pacher & Silva | 19,440.01 | Attorney Fees - January |
| 27573 | 4/20/2020 | Dennis Wing Trucking | 11,845.00 | Haul Dirt |
| 27574 | 4/20/2020 | Digi-Key Corporation | 28.88 | Sockets |

Accounts Payable
Check Register -May 5, 2020



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|---|----------------------|--|
| 27575 | 4/20/2020 | EPIC Business Essentials | 86.79 | Divider Index Tabs |
| 27576 | 4/20/2020 | EZ Haul | 5,294.72 | Premier Plug and Pallet Deposit |
| 27577 | 4/20/2020 | Fastenal Company | 451.77 | Safety Tags, Padlock Labels and AAA Batteries |
| 27578 | 4/20/2020 | Freeman Designs | 513.70 | Window Envelopes |
| 27579 | 4/20/2020 | Fresno Valves & Castings, Inc. | 7,950.15 | Alum Slide Gate |
| 27580 | 4/20/2020 | George Reed, Inc. | 5,607.38 | Crushed Rock and Minus |
| 27581 | 4/20/2020 | Gilton Resource Recovery Transfer Facility, Inc. | 3,865.60 | Refuse Charges and Concrete |
| 27582 | 4/20/2020 | Gilton Solid Waste Management, Inc. | 561.94 | Refuse Charges - March |
| 27583 | 4/20/2020 | Grainger | 421.04 | U-Bolts, Plastic Protector and Waders |
| 27584 | 4/20/2020 | Haidlen Ford | 2,323.47 | Full Size Crossover Box and Auto Repair Supplies |
| 27585 | 4/20/2020 | Interstate Truck Center | 2,209.99 | Repair Work On INTL 4900 |
| 27586 | 4/20/2020 | Jorgensen Company | 641.63 | BW Replacement Sensor and CAL Gas |
| 27587 | 4/20/2020 | Kaiser Foundation Health Plan, Inc. | 58,093.93 | Health Insurance - May |
| 27588 | 4/20/2020 | Ketchum Jr., Castle | 26.80 | Mileage Reimbursement |
| 27589 | 4/20/2020 | Knell, Steve | 29.80 | Lunch Meeting |
| 27590 | 4/20/2020 | Lowes | 769.97 | Ratchet, Sockets and Redi-Mix |
| 27591 | 4/20/2020 | Mission Uniform Service | 2,038.83 | Uniform Services |
| 27592 | 4/20/2020 | Modesto Bee | 595.00 | Job Postings Portal |
| 27593 | 4/20/2020 | Modesto Irrigation District | 395.27 | Electricity - March |
| 27594 | 4/20/2020 | Moore Quality Galvanizing L.P. | 1,380.03 | Expanded Metal grates, Hand Rails, Lids |
| 27595 | 4/20/2020 | Morrill Industries, Inc. | 7,167.38 | Various Sized PVC Pipes |
| 27596 | 4/20/2020 | Network Builders IT, Inc. | 199.95 | Trend Micro WFBS Advanced License |
| 27597 | 4/20/2020 | Oakdale Automotive Repair & Tire | 284.90 | Tire Alignment |
| 27598 | 4/20/2020 | Oakdale Leader | 268.68 | COVID 19 Press Release and Community Awareness |
| 27599 | 4/20/2020 | Oakdale Locksmith | 94.68 | New Keys, Re-Key, Ignition Cylinder |
| 27600 | 4/20/2020 | Oak Valley Hospital | 1,194.00 | Pre-Employment Exams, Medical Cards and Drug Screen |
| 27601 | 4/20/2020 | O'Brien, Brenden | 75.00 | Steel Toe Boot Reimbursement |
| 27602 | 4/20/2020 | Office Depot | 460.59 | Toner, Pens, Staples, Paper and Self Ink Stamp |
| 27603 | 4/20/2020 | OID Improvement Districts | 15,141.51 | March 2020 Collections Reimbursement |
| 27604 | 4/20/2020 | O'Laughlin & Paris LLP | 4,280.00 | Attorney Fees - March |
| 27605 | 4/20/2020 | Ontel Security Services, Inc. | 275.00 | Security Monitoring - March |
| 27606 | 4/20/2020 | Operating Engineers Union Local No. 3 | 3,120.00 | Union Dues - PPE: 03/17/20 |
| 27607 | 4/20/2020 | P G & E | 16,542.75 | Electricity - March |
| 27608 | 4/20/2020 | Pakmail | 13.61 | Shipped Cell Phone Booster For Warranty Replacement |
| 27609 | 4/20/2020 | Quadient Finance USA, Inc. | 1,000.00 | Postage 03/05/20 |
| 27610 | 4/20/2020 | Redwood Health Services | 310.25 | 125 Cafeteria Plan and Cobra - April |
| 27611 | 4/20/2020 | Resource Building Materials | 307.46 | Redi Mix |
| 27612 | 4/20/2020 | Rubicon, Inc. | 2,515.83 | Support |
| 27613 | 4/20/2020 | Samba Holdings, Inc. | 170.00 | Fleet Watch - March |
| 27614 | 4/20/2020 | Eastern SJ Groundwater Authority | 10,565.00 | Agency Contribution |
| 27615 | 4/20/2020 | San Joaquin Valley Air Pollution Control District | 42.00 | 20/21 Annual Permits To Operate |
| 27616 | 4/20/2020 | Santos, Gabriel | 487.08 | Reimbursement For Forehead Thermometers |
| 27617 | 4/20/2020 | Schneider Electric Systems USA Inc. | 5,004.00 | ClearSCADA Annual Support Renewal 05/01/20-04/30/21 |
| 27618 | 4/20/2020 | South San Joaquin Irrigation District | 17,991.56 | Attorney Fees - Tri-Dam - February and March 2020 |
| 27619 | 4/20/2020 | Spray & Son Janitorial, Inc. | 2,535.00 | Monthly Janitorial Service - March |
| 27620 | 4/20/2020 | Stanislaus County Clerk Recorder | 57.00 | CEQA - Notice Of Exemption |
| 27621 | 4/20/2020 | Sutter EAP | 425.00 | EAP - 1st Quarter 2020 |
| 27622 | 4/20/2020 | Sutter Health Plus | 46,745.37 | Health Insurance - May |
| 27623 | 4/20/2020 | Teter, LLP | 398.00 | WR# 001- Architectural Services |
| 27624 | 4/20/2020 | Tractor Supply Co. | 64.97 | Airtight 10LB Container |
| 27625 | 4/20/2020 | Tri-West Tractor Incorporated | 29,383.39 | Adapter, Roof, Glass, Excavator and Loader Rental |
| 27626 | 4/20/2020 | UNKE, Inc. | 150.00 | Dirty Dump RCP Pipe Disposal |
| 27627 | 4/20/2020 | Verizon Wireless | 2,175.53 | Cimis Station, Cell Phone Charges - March |
| 27628 | 4/20/2020 | W. H. Breshears, Inc. | 3,181.75 | Fuel |
| 27629 | 4/20/2020 | Wienhoff Drug Testing, Inc. | 245.00 | Pre-Employment Test, Random Selection Drug Testing - March |
| | | | <u>\$ 777,817.43</u> | |

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
May 5, 2020

VOIDED CHECK: 27272,27330,27280, 27523

THE FOREGOING CLAIMS, NUMBERED 327201 THROUGH 327202, 403201 THROUGH 403205, 27480 THROUGH 27557, 407201 THROUGH 407202, 408201 THROUGH 408202, 409201 THROUGH 409202, 4142020 THROUGH 4142020, 417201 THROUGH 417205, 27558 through 27629. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 4
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

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

BACKGROUND AND DISCUSSION:

Check number 0120 for the reimbursement of Improvement District's February and March 2020 O & M expenses in the amount of \$108,390.05 is being submitted for Board approval.

FISCAL IMPACT: \$108,390.05

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 DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2020 - MAY 5, 2020**

| CHECK NO. | PAYABLE TO: | AMOUNT | DATE |
|----------------------|-----------------------------|---------------|-------------|
| 0117 | OAKDALE IRRIGATION DISTRICT | \$63,769.84 | 02/04/2020 |
| 0118 | OAKDALE IRRIGATION DISTRICT | 74,293.77 | 03/03/2020 |
| 0119 | OAKDALE IRRIGATION DISTRICT | 89,950.83 | 04/07/2020 |
| 0120 | OAKDALE IRRIGATION DISTRICT | 108,390.05 | 05/05/2020 |

THE FOREGOING CLAIM NUMBERED 0120 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0120

| DATE: 5-May-20 | | TO: Oakdale Irrigation District | |
|-------------------------------------|------------------------------|---------------------------------|------------------------------|
| MAINTENANCE PAYABLE | | | |
| I.D. # | Feb and Mar O & M Expense | I.D. # | Feb and Mar O & M Expense |
| 1 | | 31 | |
| 2 | | 36 | |
| 8 | | 38 | |
| 13 | | 41 | 99,222.66 |
| 19 | 24.43 | 45 | 1,817.52 |
| 20 | | 46 | 3,418.19 |
| 21 | | 48 | |
| 22 | 964.57 | 51 | 2,505.91 |
| 26 | | 52 | |
| 29 | 28.83 | | |
| SUB-TOTAL | \$1,017.83 | SUB-TOTAL | \$106,964.28 |
| VOUCHER CHARGES | | | |
| Maintenance & Operations | | | \$107,982.11 |
| Capital Projects | | | \$407.94 |
| TOTAL AMOUNT | | | \$108,390.05 |

Note:
Included Misc.
Recon. Items

| I.D. # | Construction In Progress |
|--------|-----------------------------|
| 51 | \$407.94 |

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 5
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE TWO MONTHS ENDING FEBRUARY 29, 2020

RECOMMENDED ACTION: Approve the Treasurer's Reports and Financial Statements for the Two Months Ending February 29, 2020

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of February 29, 2020. The month ended with \$44.25 million in designated reserves, \$1.65 million in restricted cash and \$27.8 million in operating cash.

The Financial Statements demonstrate the income and expenditures for the District for the two months ending February 29, 2020.

As of the financial statement date, the District realized 50.4% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 10.0% of the budgeted expenditures. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

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

Board Motion:

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

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING FEBRUARY 29, 2020

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING FEBRUARY 29, 2020

| PERIOD ENDING | 2/29/2020 | RATE | 1/31/2020 | NET CHANGE |
|---|--|--------|-----------------|------------------|
| <i><u>OAKDALE IRRIGATION DISTRICT FUNDS</u></i> | | | | |
| LAIF | \$169,625.39 | 1.912% | \$169,625.39 | \$0.00 |
| OAK VALLEY COMMUNITY BANK CHECKING | 658,438.19 | | 303,839.28 | 354,598.91 |
| OVCB BUSINESS PLUS SAVINGS | 1,168,927.54 | 0.500% | 3,084,376.97 | (1,915,449.43) |
| UNION BANK OF CALIFORNIA | 71,709,536.30 | 1.900% | 71,606,366.35 | 103,169.95 |
| | <i>TOTAL TREASURY FUNDS</i> | | 75,164,207.99 | (1,457,680.57) |
| <i><u>IMPROVEMENT DISTRICT FUNDS</u></i> | | | | |
| IMPROVEMENT DISTRICT'S FUNDS | 1,645,979.65 | | 1,563,104.76 | 82,874.89 |
| | <i>TOTAL IMPROVEMENT DISTRICT FUNDS</i> | | 1,563,104.76 | 82,874.89 |
| | <i>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</i> | | \$76,727,312.75 | (\$1,374,805.68) |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING FEBRUARY 29, 2020

| DISTRICT CASH AND CASH EQUIVALENTS | | 2/29/2020 | 2/28/2019 | NET CHANGE |
|---|------------------|------------------------|------------------------|-------------------------|
| Beginning Balance: 2/1/2020 | | \$75,164,207.99 | | |
| Receipts / Earnings / Transfers | | 1,267,661.02 | | |
| Expenditures / Transfers | | (2,725,341.59) | | |
| TOTAL DISTRICT TREASURY FUNDS ON HAND: | 2/29/2020 | \$73,706,527.42 | \$66,947,454.43 | \$6,759,072.99 |
| <u>GENERAL FUND</u> | | | | |
| Beginning Balance: 2/1/2020 | | \$28,258,358.95 | | |
| <u>RECEIPTS / EARNINGS</u> | | | | |
| Secretary's Receipts | | | | |
| Net Investment Income | 106,502.01 | | | |
| Collection Receipts | 156,659.01 | | | |
| Transfer from Reserve Funds | 1,004,500.00 | | | |
| Total Receipts: | | 1,267,661.02 | | |
| <u>EXPENDITURES</u> | | | | |
| Accounts Payable | 1,399,922.07 | | | |
| Payroll | 320,919.52 | | | |
| Total Expenditures: | | (1,720,841.59) | | |
| BALANCE ON HAND: | 2/29/2020 | \$27,805,178.38 | \$19,719,100.83 | \$8,086,077.55 |
| <u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE</u> | | | | |
| Beginning Balance: 2/1/2020 | | \$10,899,670.72 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 2/29/2020 | \$10,899,670.72 | \$18,000,000.00 | (\$7,100,329.28) |
| <u>RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE</u> | | | | |
| Beginning Balance: 2/1/2020 | | \$8,238,000.00 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | | \$8,238,000.00 | \$8,126,000.00 | \$112,000.00 |
| <u>VEHICLE AND EQUIPMENT REPLACEMENT RESERVE</u> | | | | |
| Beginning Balance: 2/1/2020 | | \$1,004,500.00 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer Funds to General Fund | | (1,004,500.00) | | |
| BALANCE ON HAND: | 2/29/2020 | \$0.00 | \$504,296.71 | (\$504,296.71) |
| <u>MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE</u> | | | | |
| Beginning Balance: 2/1/2020 | | \$1,383,417.89 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer Funds to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 2/29/2020 | \$1,383,417.89 | \$5,515,767.29 | (\$4,132,349.40) |

OAKDALE IRRIGATION DISTRICT
 FOR THE PERIOD ENDING FEBRUARY 29, 2020

DISTRICT TREASURY FUNDS - *continued*

2/29/2020

2/28/2019

NET CHANGE

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

| | | | |
|-----------------------------------|-----------------------|-----------------------|---------------|
| Beginning Balance: 2/1/2020 | \$3,075,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 2/29/2020 | \$3,075,000.00 | \$3,075,000.00 | \$0.00 |

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

| | | | |
|-----------------------------------|-----------------------|---------------------|---------------------|
| Beginning Balance: 2/1/2020 | \$1,004,134.14 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 2/29/2020 | \$1,004,134.14 | \$828,205.60 | \$175,928.54 |

EMPLOYEE COMPENSATION ABSENCES RESERVE

| | | | |
|-----------------------------------|---------------------|---------------------|---------------------|
| Beginning Balance: 2/1/2020 | \$893,882.14 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 2/29/2020 | \$893,882.14 | \$179,084.00 | \$714,798.14 |

JOINT CANYON TUNNEL PROJECT RESERVE

| | | | |
|-----------------------------|-----------------------|-------------|---------------------|
| Beginning Balance: 2/1/2020 | 3,500,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$3,500,000.00 | 0.00 | 3,500,000.00 |

MUNICIPAL CONSERVATIONPROJECT RESERVE

| | | | |
|-----------------------------|---------------------|-------------|-------------------|
| Beginning Balance: 2/1/2020 | 100,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$100,000.00 | 0.00 | 100,000.00 |

OPERATING FACILITY PROJECT RESERVE

| | | | |
|-----------------------------|-----------------------|-------------|---------------------|
| Beginning Balance: 2/1/2020 | 3,307,244.15 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$3,307,244.15 | 0.00 | 3,307,244.15 |

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

| | | | |
|-----------------------------|------------------------|----------------------|---------------------|
| Beginning Balance: 2/1/2020 | 13,500,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$13,500,000.00 | 11,000,000.00 | 2,500,000.00 |

OAKDALE IRRIGATION DISTRICT
 FOR THE PERIOD ENDING FEBRUARY 29, 2020

| RESTRICTED FUNDS | 2/29/2020 | 2/28/2019 | NET CHANGE |
|--|-----------------------|-----------------------|--------------------|
| <i><u>IMPROVEMENT DISTRICT'S FUNDS</u></i> | | | |
| Beginning Balance: 2/1/2020 | \$1,563,104.76 | | |
| Receipts | 157,168.66 | | |
| Expenditures | (74,293.77) | | |
| BALANCE ON HAND: 2/29/2020 | \$1,645,979.65 | \$1,552,927.11 | \$93,052.54 |

FILED: April 16, 2020

STATE OF CALIFORNIA / COUNTY OF STANISLAUS



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

February 1, 2020 through February 29, 2020

Principal Portfolio Summary

| Description | Market Value | Percentage of Portfolio | Current Yield |
|----------------------------------|------------------------|-------------------------|---------------|
| Cash & Cash Equivalents | 31,783,479.93 | 44.24% | 1.64% |
| Government Obligations | 27,709,490.25 | 38.57% | 1.59% |
| Corporate Obligations | 9,005,248.00 | 12.53% | 2.92% |
| Non-US Securities | 3,346,440.00 | 4.66% | 4.14% |
| Total Principal Portfolio | \$71,844,658.18 | 100.00% | 1.90% |

Unrealized Gain/Loss Summary

| Description | Cost Basis | Market Value | Gain/Loss |
|-------------------------|------------------------|------------------------|---------------------|
| Cash & Cash Equivalents | 31,732,182.12 | 31,783,479.93 | 51,297.81 |
| Government Obligations | 27,671,785.58 | 27,709,490.25 | 37,704.67 |
| Corporate Obligations | 8,961,421.10 | 9,005,248.00 | 43,826.90 |
| Non-US Securities | 3,344,147.50 | 3,346,440.00 | 2,292.50 |
| Total Gain/Loss | \$71,709,536.30 | \$71,844,658.18 | \$135,121.88 |

Cash Transactions Summary

| Receipts | Principal Cash |
|------------------------|------------------------|
| Dividend | 43,534.06 |
| Interest | 59,635.89 |
| Sales | 13,104,830.68 |
| Maturities/Redemptions | 4,372,864.11 |
| Total Receipts | \$17,580,864.74 |

Cash Transactions Summary (continued)

| Disbursements | Principal Cash |
|-------------------------------|--------------------------|
| Purchases | (17,580,864.74) |
| Total Disbursements | (\$17,580,864.74) |
| Total Net Transactions | \$0.00 |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

February 1, 2020 through February 29, 2020

Asset Detail - Principal Portfolio

Cash & Cash Equivalents

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Date Priced | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|---------------------------------------|------------------|-----------------------|---------------|---------------|-------------|-----------------------|----------------------------|------------------|----------------------------|
| Money Market Funds | | | | | | | | | |
| FIDELITY INSTL CASH PORTFOLIOS | 31617510S | 13,900,679.2300 | 13,900,679.23 | 13,900,679.23 | 1.0000 | 02/28/2020 | 19.35% | 1.46% | 202,701.30 |
| U S GOVT PORTFOLIO CL-I #57 | | | | | | | | | |
| ***CASH MANAGEMENT SWEEP*** | | | | | | | | | |
| 316175108 | | | | | | | | | |
| Disc Comm'l Paper/Bnker Accept | | | | | | | | | |
| TORONTO-DOMINION BANK | 89119AC22 | 3,000,000.0000 | 2,999,605.00 | 2,999,604.00 | 99.9868 | 02/28/2020 | 4.18% | 1.60% | 48,058.33 |
| DISC COML PAPER | | | | | | | | | |
| DTD12/2/19 3/2/20 | | | | | | | | | |
| NATIONAL RURAL UTIL COOP FIN CORP | 63743CC68 | 1,400,000.0000 | 1,399,564.44 | 1,399,575.80 | 99.9697 | 02/28/2020 | 1.95% | 1.62% | 22,711.34 |
| DISC COML PAPER | | | | | | | | | |
| DTD2/27/203/6/20 | | | | | | | | | |
| ALIANZ FINANCE CORP | 0188F2CG6 | 2,500,000.0000 | 2,487,993.06 | 2,498,475.00 | 99.9390 | 02/28/2020 | 3.48% | 1.93% | 48,159.70 |
| DISC COML PAPER | | | | | | | | | |
| DTD 12/16/2019 03/16/2020 | | | | | | | | | |
| MACQUARIE BANK LTD | 55607KCR5 | 3,000,000.0000 | 2,984,083.33 | 2,996,970.00 | 99.8990 | 02/28/2020 | 4.17% | 1.94% | 58,095.85 |
| DISC COML PAPER | | | | | | | | | |
| DTD12/6/19 3/25/20 | | | | | | | | | |
| NATIONAL SECS CLEARING | 63763PCW7 | 570,000.0000 | 566,825.73 | 569,298.90 | 99.8770 | 02/28/2020 | 0.79% | 1.82% | 10,344.72 |
| DISC COML PAPER | | | | | | | | | |
| DTD10/15/19 3/20/20 | | | | | | | | | |
| INTERCONTINENTAL EXCH | 45856WDD8 | 850,000.0000 | 846,883.33 | 848,395.00 | 99.8100 | 02/28/2020 | 1.18% | 1.68% | 14,219.81 |
| DISC COML PAPER | | | | | | | | | |
| DTD 1/22/20 4/13/20 | | | | | | | | | |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

February 1, 2020 through February 29, 2020

Asset Detail - Principal Portfolio (continued)

Cash & Cash Equivalents

| Asset Name | Asset Identifier | Shares/Units Held | Cost Basis | Market Value | Price/Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--|------------------|-------------------|--------------|--------------|-----------------------|-------------------------|---------------|-------------------------|
| Disc Comm'l Paper/Banker Accept | | | | | | | | |
| TOYOTA MOTOR CREDIT CO DISC COM1 PAPER DTD 8/8/19 5/4/20 | 89233GE44 | 1,800,000.0000 | 1,782,990.00 | 1,794,996.00 | 99.7220 02/28/2020 | 2.50% | 1.91% | 34,301.93 |
| PRUDENTIAL PLC DISC COM1 PAPER DTD 1/29/20 6/24/20 | 7443M2EQ4 | 2,400,000.0000 | 2,383,856.67 | 2,388,072.00 | 99.5030 02/28/2020 | 3.32% | 1.70% | 40,636.66 |
| NATIONAL SECS CLEARING DISC COM1 PAPER DTD 1/7/20 7/1/20 | 63763PG11 | 2,400,000.0000 | 2,379,701.33 | 2,387,424.00 | 99.4760 02/28/2020 | 3.32% | 1.79% | 42,826.67 |

Total Cash & Cash Equivalents

\$31,732,182.12 \$31,783,479.93 44.24% 1.64% \$522,056.31

Government Obligations

| Asset Name | Asset Identifier | Shares/Units Held | Cost Basis | Market Value | Price/Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--|------------------|-------------------|--------------|--------------|-----------------------|-------------------------|---------------|-------------------------|
| US Govt Agency - Discount | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% 4/13/2020 | 313384VN6 | 1,500,000.0000 | 1,496,794.58 | 1,497,360.00 | 99.8240 02/28/2020 | 2.08% | 1.59% | 23,877.11 |
| FEDL HOME LOAN BK CONS DISC 0.0000% 4/15/2020 | 313384V09 | 3,775,000.0000 | 3,763,146.50 | 3,768,016.25 | 99.8150 02/28/2020 | 5.24% | 1.59% | 60,090.66 |
| FEDL HOME LOAN BK CONS DISC 0.0000% 4/17/2020 | 313384VS5 | 1,400,000.0000 | 1,396,397.72 | 1,397,298.00 | 99.8070 02/28/2020 | 1.94% | 1.59% | 22,285.29 |



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

February 1, 2020 through February 29, 2020

Asset Detail - Principal Portfolio (continued)

Government Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--------------------------------------|------------------|-----------------------|------------------------|------------------------|-----------------------|----------------------------|------------------|----------------------------|
| US Govt Agency - Discount | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.00000% | 313384VX4 | 9,100,000.0000 | 9,067,823.72 | 9,080,526.00 | 99.7860 02/28/2020 | 12.66% | 1.60% | 144,854.32 |
| FEDL HOME LOAN BK CONS DISC 0.00000% | 313384WE5 | 5,000,000.0000 | 4,980,593.06 | 4,987,850.00 | 99.7570 02/28/2020 | 6.94% | 1.58% | 78,705.92 |
| FEDL HOME LOAN BK CONS DISC 0.00000% | 313384WZ8 | 7,000,000.0000 | 6,967,030.00 | 6,978,440.00 | 99.6920 02/28/2020 | 9.71% | 1.58% | 110,404.13 |
| Total Government Obligations | | | \$27,671,785.58 | \$27,709,490.25 | | 38.57% | 1.59% | \$440,217.43 |

Corporate Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|---|------------------|-----------------------|--------------|--------------|------------------------|----------------------------|------------------|----------------------------|
| Corporate Bonds | | | | | | | | |
| CITIBANK NA 2.100% 06/12/2020 | 17325FAE8 | 2,000,000.0000 | 1,963,640.00 | 2,001,560.00 | 100.0780 02/28/2020 | 2.79% | 2.10% | 42,000.00 |
| CISCO SYS INC SR NOTES DTD 06/17/2015 2.45% 06/15/2020 | 17275RAX0 | 1,950,000.0000 | 1,847,532.10 | 1,853,145.00 | 100.1700 02/28/2020 | 2.58% | 2.45% | 45,325.00 |
| BANK NEW YORK MTN BK ENT 2.60000% 8/17/2020 | 06406HDD8 | 2,500,000.0000 | 2,498,925.00 | 2,508,475.00 | 100.3390 02/28/2020 | 3.49% | 2.59% | 65,000.00 |



Account Number

Account Statement

Account Name
OAKDALE IRRIGATION DIST

Statement Period

February 1, 2020 through February 29, 2020

Asset Detail - Principal Portfolio (continued)

Corporate Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--|------------------|-----------------------|-----------------------|-----------------------|------------------------|----------------------------|------------------|----------------------------|
| Corporate Bonds | | | | | | | | |
| JP MORGAN CHASE & CO NOTE 4.250% 10/15/2020 | 46625HHU7 | 2,600,000.0000 | 2,651,374.00 | 2,642,068.00 | 101.6180 02/28/2020 | 3.67% | 4.18% | 110,500.00 |
| Total Corporate Obligations | | | \$8,961,421.10 | \$9,005,248.00 | | 12.53% | 2.92% | \$262,825.00 |

Non-US Securities

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|---|------------------|-----------------------|------------------------|------------------------|------------------------|----------------------------|------------------|----------------------------|
| Non - US Corporate Bonds | | | | | | | | |
| WELLS FARGO CO MTN BE 4.6000% 4/1/2021 | 94974BEV8 | 2,500,000.0000 | 2,581,225.00 | 2,582,400.00 | 103.2960 02/28/2020 | 3.60% | 4.45% | 115,000.00 |
| BANK NOVA SCOTIA B C 3.1250% 4/20/2021 | 064159LG9 | 750,000.0000 | 762,922.50 | 764,040.00 | 101.8720 02/28/2020 | 1.06% | 3.07% | 23,437.50 |
| Total Non-US Securities | | | \$3,344,147.50 | \$3,346,440.00 | | 4.66% | 4.14% | \$138,437.50 |
| Total Principal Portfolio | | | \$71,709,536.30 | \$71,844,658.18 | | 100.00% | 1.90% | \$1,363,536.24 |
| Total Account Values | | | \$71,709,536.30 | \$71,844,658.18 | | 100.00% | 1.90% | \$1,363,536.24 |



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

February 1, 2020 through February 29, 2020

Bond Maturity Summary

| | Face Value | Par Value | Cost Basis | Market Value | Percentage of Bond Market Value |
|---------------------------|---------------|-----------------------|------------------------|------------------------|---------------------------------|
| 2020 | | 54,645,000.000 | 54,464,709.57 | 54,597,538.95 | 94.22% |
| 2021 | | 3,250,000.000 | 3,344,147.50 | 3,346,440.00 | 5.78% |
| 2022 | | | | | |
| 2023 | | | | | |
| 2024 | | | | | |
| 2025 | | | | | |
| 2026 | | | | | |
| 2027 | | | | | |
| 2028 | | | | | |
| 2029 | | | | | |
| Ten-to-Fourteen Years | | | | | |
| Fifteen-to-Nineteen Years | | | | | |
| Twenty Years and Over | | | | | |
| Total | \$0.00 | 57,895,000.000 | \$57,808,857.07 | \$57,943,978.95 | 100.00% |

Transaction Detail

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|-------------------|--|------------------|----------------|-----------------|
| Beginning Balance | | | \$0.00 | \$71,606,366.35 |
| 02/03/20 | Dividend CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 1/1/20 TO 1/31/20 | 31617510S | 43,534.06 | |
| 02/03/20 | Sales SOLD 3,719,612.44 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 02/03/20 | 31617510S | 3,719,612.44 | (3,719,612.44) |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

February 1, 2020 through February 29, 2020

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|---|------------------|----------------|----------------|
| 02/03/20 | Purchases PURCHASED 3,775,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 4/15/20 TRADE DATE 02/03/20 PURCHASED THROUGH MORGAN STANLEY 3,775,000 PAR VALUE AT 99.686 % | 313384VD9 | (3,763,146.50) | 3,763,146.50 |
| 02/04/20 | Sales SOLD 2,092,856.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 02/04/20 | 31617510S | 2,092,856.50 | (2,092,856.50) |
| 02/04/20 | Purchases PURCHASED 2,100,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 4/22/20 TRADE DATE 02/04/20 PURCHASED THROUGH BNY CAPITAL MARKETS, INC. 2,100,000 PAR VALUE AT 99.65983333 % | 313384VX4 | (2,092,856.50) | 2,092,856.50 |
| 02/18/20 | Sales SOLD 1,396,397.72 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 02/18/20 | 31617510S | 1,396,397.72 | (1,396,397.72) |
| 02/18/20 | Interest CASH RECEIPT OF INTEREST EARNED ON BK NEW YORK NTS 2.600% 8/17/20 0.013781 PV ON 2,500,000 PAR VALUE DUE 2/17/2020 | 06406HDD8 | 32,500.00 | |
| 02/18/20 | Purchases PURCHASED 32,500 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 02/18/20 | 31617510S | (32,500.00) | 32,500.00 |
| 02/18/20 | Purchases PURCHASED 1,400,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 4/17/20 TRADE DATE 02/18/20 PURCHASED THROUGH DEUTSCHE BANK ALEX BROWN INC 1,400,000 PAR VALUE AT 99.74269429 % | 313384VS5 | (1,396,397.72) | 1,396,397.72 |



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

February 1, 2020 through February 29, 2020

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|-----------------------|---|------------------|----------------|------------------------|
| 02/28/20 | Sales SOLD 4,399,169.44 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 02/28/20 | 31617510S | 4,399,169.44 | (4,399,169.44) |
| 02/28/20 | Purchases PURCHASED 3,000,000 PAR VALUE OF TORONTO-DOMINION B DC/P 3/02/20 TRADE DATE 02/28/20 PURCHASED THROUGH TORONTO DOMINION SECURITIES (U 3,000,000 PAR VALUE AT 99.98683333 % | 89119AC2Z | (2,999,605.00) | 2,999,605.00 |
| 02/28/20 | Purchases PURCHASED 1,400,000 PAR VALUE OF NATL RURAL UTIL COOP DC/P 3/06/20 TRADE DATE 02/28/20 PURCHASED THROUGH CHASE SECURITIES, INC. 1,400,000 PAR VALUE AT 99.96888857 % | 63743CC68 | (1,399,564.44) | 1,399,564.44 |
| Net Activity | | | \$0.00 | \$103,169.95 |
| Ending Balance | | | \$0.00 | \$71,709,536.30 |



PMIA/LAIF Performance Report as of 02/29/20



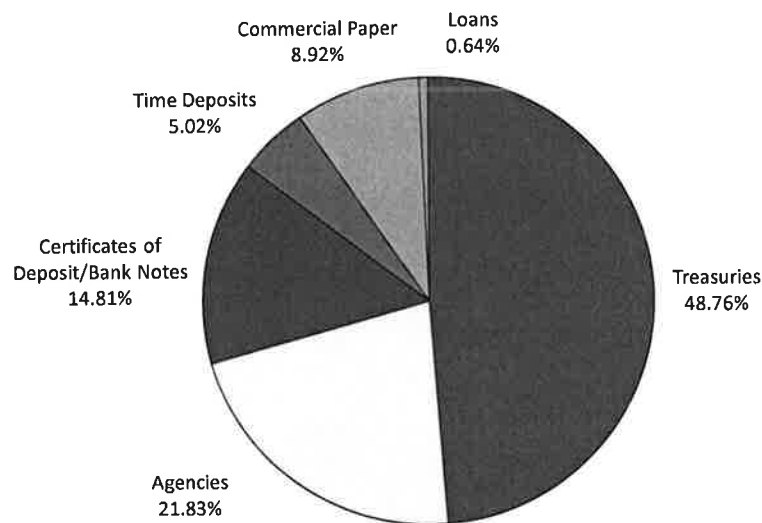
PMIA Average Monthly Effective Yields⁽¹⁾

| | |
|-----|-------|
| Feb | 1.912 |
| Jan | 1.967 |
| Dec | 2.043 |

LAIF Quarterly Performance Quarter Ended 12/31/19

| | |
|-------------------------------------|-------------------|
| Apportionment Rate ⁽²⁾ : | 2.29 |
| Earnings Ratio ⁽²⁾ : | 0.000062500857789 |
| Fair Value Factor ⁽¹⁾ : | 1.001770298 |
| Daily ⁽¹⁾ : | 2.02% |
| Quarter to Date ⁽¹⁾ : | 2.11% |
| Average Life ⁽¹⁾ : | 226 |

Pooled Money Investment Account Portfolio Composition ⁽¹⁾ 02/29/20 \$97.5 billion



Percentages may not total 100% due to rounding

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

March 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT

TREASURER
1205 EAST "F" STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

February 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 169,625.39 |
| Total Withdrawal: | 0.00 | Ending Balance: | 169,625.39 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

March 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #22
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

February 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|-----------|
| Total Deposit: | 0.00 | Beginning Balance: | 41,283.52 |
| Total Withdrawal: | 0.00 | Ending Balance: | 41,283.52 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

March 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #41
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

February 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 178,551.21 |
| Total Withdrawal: | 0.00 | Ending Balance: | 178,551.21 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

March 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #45
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

February 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 232,219.77 |
| Total Withdrawal: | 0.00 | Ending Balance: | 232,219.77 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

March 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #46
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

February 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 342,653.17 |
| Total Withdrawal: | 0.00 | Ending Balance: | 342,653.17 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

March 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #51
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

February 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 372,583.71 |
| Total Withdrawal: | 0.00 | Ending Balance: | 372,583.71 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

March 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #52
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

February 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|-----------|
| Total Deposit: | 0.00 | Beginning Balance: | 56,764.84 |
| Total Withdrawal: | 0.00 | Ending Balance: | 56,764.84 |

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

February 29, 2020

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT
February 29, 2020



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| REVENUE DETAIL | 3 |
| OPERATING EXPENSES SUMMARY | 4 |
| CAPITAL AND DEBT EXPENDITURES | 5 |

OAKDALE IRRIGATION DISTRICT STATEMENT OF NET POSITION



| | For the month ending February 29, 2020 | | |
|--|--|-----------------------|----------------------|
| | 2020 | 2019 | Change |
| ASSETS | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 1,997,741 | \$ 2,737,876 | \$ (740,135) |
| Restricted Cash and cash equivalents | 1,645,980 | 1,552,927 | 93,053 |
| Investments | 71,709,536 | 64,209,999 | 7,499,538 |
| Receivables | | | |
| Accrued Interest | 176,900 | 146,560 | 30,340 |
| Annexation fees | 885,704 | 859,906 | 25,797 |
| Agricultural water fees | 559,377 | 673,353 | (113,976) |
| Property Taxes Receivable | - | (0) | 0 |
| Due from other governmental agencies | 452,463 | 1,088,155 | (635,691) |
| Miscellaneous | 2,759 | 2,204 | 555 |
| Domestic water fees | 3,899 | 284 | 3,614 |
| Inventory of materials and supplies | 646,627 | 691,945 | (45,318) |
| Prepaid expenses | 260,055 | 258,783 | 1,272 |
| Due from Improvement Districts | 115,745 | 37,211 | 78,534 |
| Total current assets | 78,456,786 | 72,259,203 | 6,197,584 |
| Noncurrent assets: | | | |
| Accounts receivable - delinquencies | 10,922 | 2,761 | 8,162 |
| Due from other governmental agencies | 122,374 | 101,475 | 20,899 |
| Annexation fees receivable | 13,221,546 | 14,107,249 | (885,704) |
| Investments in Tri-Dam Project | 45,331,728 | 40,167,235 | 5,164,493 |
| Capital assets: | | | |
| Not being depreciated | 12,992,056 | 27,007,855 | (14,015,800) |
| Being depreciated, net | 97,180,463 | 77,400,120 | 19,780,343 |
| Total noncurrent assets | 168,859,089 | 158,786,697 | 10,072,393 |
| Total assets | 247,315,874 | 231,045,899 | 16,269,977 |
| Deferred outflows of resources | | | |
| Pensions | 667,856 | 667,856 | - |
| Bonds | 3,111,921 | 3,275,706 | (163,785) |
| Total deferred outflows of resources | 3,779,777 | 3,943,562 | (163,785) |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | 251,095,651 | 234,989,461 | 16,106,191 |
| LIABILITIES | | | |
| Current liabilities: | | | |
| Payable from nonrestricted assets | | | |
| Accounts payable | 271,259 | 1,145,136 | (873,876) |
| Due to other governmental agencies | - | - | - |
| Accrued salaries, wages and related benefits | 931,383 | 1,009,708 | (78,325) |
| Unearned revenue | - | 193 | (193) |
| Deposits payable | 198,676 | 12,400 | 186,276 |
| Due to Improvement Districts | 56,985 | 15,259 | 41,726 |
| Claims payable | 1 | 4,800 | (4,799) |
| Interest expense payable | - | - | - |
| Long-term liabilities, due within one-year | 830,000 | 795,000 | 35,000 |
| Total current liabilities | 2,288,302 | 2,982,494 | (694,192) |
| Noncurrent liabilities: | | | |
| Long-term liabilities, due in more than one-year, net | 25,994,072 | 26,987,444 | (993,372) |
| Pensions | 3,986,214 | 3,986,214 | - |
| Total noncurrent liabilities | 29,980,286 | 30,973,658 | (993,372) |
| TOTAL LIABILITIES | 32,268,588 | 33,956,154 | (1,687,566) |
| DEFERRED INFLOWS OF RESOURCES | | | |
| Pensions | 33,849 | 33,849 | - |
| Total deferred inflows of resources | 33,849 | 33,849 | - |
| Net Position | | | |
| Net investment in capital assets | 85,655,824 | 78,056,888 | 7,598,936 |
| Restricted | 1,619,737 | 1,552,927 | 66,810 |
| Unrestricted | 131,517,653 | 121,389,643 | 10,128,010 |
| TOTAL NET POSITION | \$ 218,793,214 | \$ 200,999,458 | \$ 17,793,756 |

OAKDALE IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Month Ended February 29, 2020



| | Current Month | YTD Actual | 2020 Budget | Budget Remaining | % of 2020 Budget Remaining |
|--|---------------------|----------------------|---------------------|-----------------------|----------------------------|
| Operating revenues: | | | | | |
| Agricultural water deliver charges (base rate) | \$ (86) | \$ 2,056,409 | \$ 2,047,500 | \$ (8,909) | 0% |
| Water sales | 397 | 497 | 6,575,000 | 6,574,503 | 100% |
| Domestic water delivery fee | 11,858 | 22,903 | 225,000 | 202,097 | 90% |
| Improvement District Fees | 3,056 | 5,958 | 65,000 | 59,042 | 91% |
| Other water related revenues | 5,822 | 30,797 | 65,000 | 34,203 | 53% |
| Total operating revenues | 21,047 | 2,116,564 | 8,977,500 | 6,860,936 | 76% |
| Operating expenses: | | | | | |
| Operation and maintenance | 245,626 | 403,084 | 5,081,200 | 4,678,116 | 92% |
| Water operations | 59,219 | 127,210 | 3,227,786 | 3,100,576 | 96% |
| General and administrative | 101,624 | 820,650 | 5,445,575 | 4,624,925 | 85% |
| Depreciation / amortization | 224,694 | 464,885 | 3,500,000 | 3,035,115 | 87% |
| Total operating expenses | 631,164 | 1,815,829 | 17,254,561 | 15,438,732 | 89% |
| Operating Income (loss) | (610,117) | 300,734 | (8,277,061) | (8,577,796) | 104% |
| Nonoperating revenues (expenses): | | | | | |
| County property tax appropriations | 498 | 837,469 | 2,650,000 | 1,812,531 | 68% |
| Net Investment income (loss) | 68,610 | (44,236) | 1,200,000 | 1,244,236 | 104% |
| Gain (loss) sale of assets | (17,099.00) | (17,099) | - | - | 0% |
| Debt service interest | - | (85,878) | (1,011,000) | (925,122) | 92% |
| Tri-Dam Project distributions | - | 7,660,000 | 11,500,000 | 3,840,000 | 33% |
| Tri-Dam Power Authority distributions | - | 3,219,500 | 3,000,000 | (219,500) | 0% |
| Other non-operating revenue | 500 | 1,000 | 6,000 | 5,000 | 83% |
| Total non-operating rev. (exp.) | 52,509 | 11,570,756 | 17,345,000 | 5,752,145 | 33% |
| Capital contributions | (557,608) | 11,871,490 | 9,067,939 | (2,825,651) | -31% |
| Change in net position | \$ (557,608) | \$ 11,871,490 | \$ 9,067,939 | \$ (2,825,651) | -31% |
| Capital expenditures & debt obligations | \$ 843,880 | \$ 1,285,218 | \$ 9,059,375 | \$ 7,774,157 | 86% |

**OAKDALE IRRIGATION DISTRICT
REVENUES - DETAIL
For the Month Ended February 29, 2020**



| | <u>Current Month</u> | <u>YTD Actual</u> | <u>2020 Budget</u> | <u>Budget Remaining</u> | <u>% of 2020 Budget Remaining</u> |
|---------------------------------------|----------------------|----------------------|----------------------|-------------------------|-----------------------------------|
| OPERATING REVENUES | | | | | |
| Agricultural water service fees | | | | | |
| Tier 1 | \$ (86) | \$ 1,819,944 | \$ 1,811,000 | \$ (8,944) | 0% |
| Tier 2 | (0) | 236,465 | 236,500 | 35 | 0% |
| Water sales | | | | | |
| Tier 1 | (2) | (2) | 575,000 | 575,002 | 100% |
| Tier 2 | - | - | 650,000 | 650,000 | 100% |
| Local out-of-district | 399 | 499 | 350,000 | 349,501 | 100% |
| Out-of-district | - | - | 5,000,000 | 5,000,000 | 100% |
| Domestic water sales | 11,858 | 22,903 | 225,000 | 202,097 | 90% |
| Improvement District fees | 3,056 | 5,958 | 65,000 | 59,042 | 91% |
| Miscellaneous revenues | | | | | |
| Service Charges & Penalties | 5,822 | 30,797 | 65,000 | 34,203 | 53% |
| Total Operating Revenue | 21,047 | 2,116,564 | 8,977,500 | 6,860,936 | 76% |
| NONOPERATING REVENUES | | | | | |
| County property tax appropriations | 498 | 837,469 | 2,650,000 | 1,812,531 | 68% |
| Investment earnings | | | | | |
| Investment earnings (loss) | 68,610 | (44,236) | 800,000 | 844,236 | 106% |
| Other Interest income | | | 400,000 | 400,000 | 100% |
| Gain (loss) sale of assets | (17,099) | (17,099) | - | 17,099 | 0% |
| Tri-Dam Project distributions | - | 7,660,000 | 11,500,000 | 3,840,000 | 33% |
| Tri-Dam Power Authority distributions | - | 3,219,500 | 3,000,000 | (219,500) | 0% |
| District rental properties | 500 | 1,000 | 6,000 | 5,000 | 83% |
| Total Nonoperating Revenues | 52,509 | 11,656,634 | 18,356,000 | 6,699,366 | 36% |
| Capital Contributions | - | - | - | - | 0% |
| TOTAL REVENUES | \$ 73,556 | \$ 13,773,198 | \$ 27,333,500 | \$ 13,560,302 | 50% |

**OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES SUMMARY
For the Month Ended February 29, 2020**



| | <u>Current Month</u> | <u>YTD Actual</u> | <u>2020 Budget</u> | <u>Budget Remaining</u> | <u>% of 2020 Budget Remaining</u> |
|--|----------------------|---------------------|----------------------|-------------------------|-----------------------------------|
| OPERATING EXPENSES | | | | | |
| MAINTENANCE | | | | | |
| SSJID Main Supply Diversion Works | \$ - | \$ - | \$ 50,000 | \$ 50,000 | 100% |
| North Main Canal Maintenance | 10,424 | 19,615 | 253,000 | 233,385 | 92% |
| South Main Canal Maintenance | 2,679 | 15,944 | 203,100 | 187,156 | 92% |
| Irrigation Water Lateral Maint-North Side | 74,509 | 117,940 | 1,572,600 | 1,454,660 | 93% |
| Irrigation Water Lateral Maint - South Side | 77,888 | 113,609 | 1,355,000 | 1,241,391 | 92% |
| Pumping Plant Operations and Maintenance | 11,402 | 14,388 | 458,100 | 443,712 | 97% |
| Drainage System Maintenance | 811 | 1,815 | 230,300 | 228,485 | 99% |
| Building and Grounds Maintenance | 23,461 | 45,102 | 355,000 | 309,898 | 87% |
| Vehicle and Equipment Maintenance | 44,452 | 74,671 | 604,100 | 529,429 | 88% |
| TOTAL MAINTENANCE | 245,626 | 403,084 | 5,081,200 | 4,678,116 | 92% |
| WATER OPERATIONS | | | | | |
| Domestic Water System Maintenance | 18,945 | 31,291 | 280,300 | 249,009 | 89% |
| Irrigation Water Operations - North Division | 18,097 | 45,115 | 1,435,986 | 1,390,871 | 97% |
| Irrigation Water Operations - South Division | 18,059 | 45,031 | 1,439,700 | 1,394,669 | 97% |
| Drainage Water Operations | 3,943 | 5,268 | 18,600 | 13,332 | 72% |
| Water Measurement Management | 175 | 505 | 53,200 | 52,695 | 99% |
| TOTAL WATER OPERATIONS | 59,219 | 127,210 | 3,227,786 | 3,100,576 | 96% |
| GENERAL, ADMINISTRATION, AND DEPRECIATION | | | | | |
| General and Administration | 101,624 | 820,650 | 5,445,575 | 4,624,925 | 85% |
| Depreciation and Amortization | 224,694 | 464,885 | 3,500,000 | 3,035,115 | 87% |
| TOTAL GENERAL, ADMINISTRATION, AND DEPR. | 326,318 | 1,285,535 | 8,945,575 | 7,660,040 | 86% |
| TOTAL OPERATING EXPENSES | 631,163 | 1,815,829 | 17,254,561 | 15,438,732 | 89% |
| NONOPERATING EXPENSES | | | | | |
| Interest expense | - | 85,878 | 1,011,000 | 925,122 | 92% |
| TOTAL NONOPERATING EXPENSES | - | 85,878 | 1,011,000 | 925,122 | 92% |
| TOTAL OPERATING AND NONOPERATING EXPENSES | \$ 631,163 | \$ 1,901,707 | \$ 18,265,561 | \$ 16,363,854 | 90% |

**OAKDALE IRRIGATION DISTRICT
CAPITAL AND DEBT EXPENDITURES
For the Month Ended February 29, 2020**



| GL ACCOUNT NO. | GL DESCRIPTION | PROJECT DESCRIPTION | 2020 YTD ACTUAL | 2020 BUDGET |
|-----------------|--------------------------------------|--|-----------------|--------------|
| 00-000-15200-00 | Capital Work | Capital construction projects (Water Resources Plan) | | |
| | | Canal and Lateral Rehabilitation | \$ 9,957 | \$ 1,600,000 |
| | | Domestic Water Projects | - | - |
| | | Flow Control and Measurement Structures | 918,557 | 1,800,000 |
| | | Irrigation Service Turnout Replacement | 8,134 | 300,000 |
| | | Main Canals and Tunnels Improvement Projects | - | 100,000 |
| | | Miscellaneous in-system improvements | - | - |
| | | New and Replacement Groundwater Wells | - | - |
| | | North Side Regulating Reservoir | - | - |
| | | Outflow Management Projects | 27,657 | 100,000 |
| | | Pipeline Replacement | 251,587 | 1,200,000 |
| | | Reclamation Projects | - | - |
| | | Subtotal for Water Resources Plan Improvements | 1,215,892 | 5,100,000 |
| | | South Main Canal - Segment 4 (2019 Budget) | 23,394 | - |
| | | Operating Headquarters Design | 13,141 | 1,300,000 |
| | | Canyon Tunnel-Joint with SSJID (900k x 28%) | - | 252,000 |
| | | Joint Main Canal Stabilization project (800k x 28%) | - | 224,000 |
| | | Asset Management Program Implementation | 31,108 | 100,000 |
| | | South Main Canal - Tunnel 9 downstream design | - | 100,000 |
| | | North Main Seepage Mitigation Project-90% Design | - | 50,000 |
| | | Ag Pump Replacements | - | 50,000 |
| | | | 1,283,535 | 7,176,000 |
| 00-000-15183-00 | Miscellaneous Construction Equipment | | | |
| | | MI-T-M Air Compressor w/ Electric Start | | 3,000 |
| | | Wacker 5.6 KW Generator w/ Electric Start 2.7k) | | 2,700 |
| | | Wacker 2" Trash Pump | | 1,700 |
| | | Wacker 3" Trash Pump | | 2,700 |
| | | Husqvarna cutoff saw 14" | | 1,200 |
| | | Wacker Vibratory Rammer, Gas | | 3,175 |
| | | Wacker Vibratory Plate, Gas | | 2,500 |
| | | Multiquip Concrete Vib. w/21' Shaft | | 1,150 |
| | | Multiquip Concrete Vib. w/14' Shaft | | 1,200 |
| | | Portable Auger (SCADA) | | 5,000 |
| | | | - | 24,325 |
| 00-000-15184-00 | Autos/Pickups/Trucks/ Trailers | | | |
| | | 1/2 Ton Pickup 2WD (DSO) | | 29,000 |
| | | 1/2 Ton Pickup 4WD (DSO) | | 32,500 |
| | | 1 Ton Utility 4WD (C&M) | | 45,000 |
| | | Heavy Duty Transport (Truck w/Lowboy) | | 316,000 |
| | | Dump truck, 3-axle (diesel) | | 245,000 |
| | | Water Truck (2000 gal) | | 145,000 |
| | | Water Truck (3600 gal) | | 192,000 |
| | | | - | 1,004,500 |
| 00-000-15187-00 | Office and Engineering Equipment | | | |
| | | Network security hardware (c/o from 2019 Budget) | - | 8,000 |
| | | Computer upgrades and replacements | | |
| | | HP Mini (4 @ 1,025 ea) | | 4,100 |
| | | EliteDesk (6 @ 975 ea) | | 5,850 |
| | | HP Workstation upgrade (4@ 2,400) | | 4,800 |
| | | HP Elitebook upgrade (1*1,800) | 1,683 | 1,800 |
| | | | 1,683 | 22,750 |
| | | TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES | 1,285,218 | 8,227,575 |
| 00-000-22320-00 | Current portion - COP Debt | | - | 830,000 |
| | | TOTAL CAPITAL AND DEBT EXPENDITURES | 1,285,218 | 9,059,375 |

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 6
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDING MARCH 31, 2020

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Three Months Ending March 31, 2020

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of March 31, 2020. The month ended with \$45.9 million in designated reserves, \$1.65 million in restricted cash and \$26.8 million in operating cash.

The Financial Statements demonstrate the income and expenditures for the District for the three months ending March 31, 2020.

As of the financial statement date, the District realized 50.8% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 14.9% of the budgeted expenditures. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

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

Board Motion:

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

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING MARCH 31, 2020

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING MARCH 31, 2020

| <u>PERIOD ENDING</u> | <u>3/31/2020</u> | <u>RATE</u> | <u>2/29/2020</u> | <u>NET CHANGE</u> |
|---|--|-------------|------------------|-------------------|
| <i><u>OAKDALE IRRIGATION DISTRICT FUNDS</u></i> | | | | |
| LAIF | \$169,625.39 | 1.787% | \$169,625.39 | \$0.00 |
| OAK VALLEY COMMUNITY BANK CHECKING | 928,819.95 | | 658,438.19 | 270,381.76 |
| OVCB BUSINESS PLUS SAVINGS | 2,316,974.37 | 0.500% | 1,168,927.54 | 1,148,046.83 |
| UNION BANK OF CALIFORNIA | 69,262,384.48 | 1.690% | 71,709,536.30 | (2,447,151.82) |
| | <i>TOTAL TREASURY FUNDS</i> | | 73,706,527.42 | (1,028,723.23) |
| | 72,677,804.19 | | | |
| <i><u>IMPROVEMENT DISTRICT FUNDS</u></i> | | | | |
| IMPROVEMENT DISTRICT'S FUNDS | 1,656,823.73 | | 1,645,979.65 | 10,844.08 |
| | <i>TOTAL IMPROVEMENT DISTRICT FUNDS</i> | | 1,645,979.65 | 10,844.08 |
| | 1,656,823.73 | | | |
| <i><u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u></i> | | | | |
| | <i>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</i> | | \$75,352,507.07 | (\$1,017,879.15) |
| | \$74,334,627.92 | | | |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING MARCH 31, 2020

| DISTRICT CASH AND CASH EQUIVALENTS | | 3/31/2020 | 3/31/2019 | NET CHANGE |
|--|------------------|------------------------|------------------------|-------------------------|
| Beginning Balance: 3/1/2020 | | \$73,706,527.42 | | |
| Receipts / Earnings / Transfers | | 245,429.01 | | |
| Expenditures / Transfers | | (1,274,152.24) | | |
| TOTAL DISTRICT TREASURY FUNDS ON HAND: | 3/31/2020 | \$72,677,804.19 | \$66,240,783.75 | \$6,437,020.44 |
| <u>GENERAL FUND</u> | | | | |
| Beginning Balance: 3/1/2020 | | \$27,805,178.38 | | |
| <u>RECEIPTS / EARNINGS</u> | | | | |
| Net Investment Income | 56,310.35 | | | |
| Collection Receipts | 189,118.66 | | | |
| Total Receipts: | | 245,429.01 | | |
| <u>EXPENDITURES</u> | | | | |
| Accounts Payable | 930,692.00 | | | |
| Payroll | 343,460.24 | | | |
| Total Expenditures: | | (1,274,152.24) | | |
| BALANCE ON HAND: | 3/31/2020 | \$26,776,455.15 | \$19,010,671.63 | \$7,765,783.52 |
| <u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE</u> | | | | |
| Beginning Balance: 3/1/2020 | | \$10,899,670.72 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 3/31/2020 | \$10,899,670.72 | \$18,000,000.00 | (\$7,100,329.28) |
| <u>RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE</u> | | | | |
| Beginning Balance: 3/1/2020 | | \$8,238,000.00 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | | \$8,238,000.00 | \$8,126,000.00 | \$112,000.00 |
| <u>VEHICLE AND EQUIPMENT REPLACEMENT RESERVE</u> | | | | |
| Beginning Balance: 3/1/2020 | | \$0.00 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer Funds to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 3/31/2020 | \$0.00 | \$504,296.71 | (\$504,296.71) |
| <u>MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE</u> | | | | |
| Beginning Balance: 3/1/2020 | | \$1,383,417.89 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer Funds to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 3/31/2020 | \$1,383,417.89 | \$5,515,767.29 | (\$4,132,349.40) |

OAKDALE IRRIGATION DISTRICT
 FOR THE PERIOD ENDING MARCH 31, 2020

DISTRICT TREASURY FUNDS - *continued*

3/31/2020

3/31/2019

NET CHANGE

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

| | | | |
|-----------------------------------|-----------------------|-----------------------|---------------|
| Beginning Balance: 3/1/2020 | \$3,075,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 3/31/2020 | \$3,075,000.00 | \$3,075,000.00 | \$0.00 |

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

| | | | |
|-----------------------------------|-----------------------|---------------------|---------------------|
| Beginning Balance: 3/1/2020 | \$1,004,134.14 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 3/31/2020 | \$1,004,134.14 | \$829,964.12 | \$174,170.02 |

EMPLOYEE COMPENSATION ABSENCES RESERVE

| | | | |
|-----------------------------------|---------------------|---------------------|---------------------|
| Beginning Balance: 3/1/2020 | \$893,882.14 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 3/31/2020 | \$893,882.14 | \$179,084.00 | \$714,798.14 |

JOINT CANYON TUNNEL PROJECT RESERVE

| | | | |
|-----------------------------|-----------------------|-------------|---------------------|
| Beginning Balance: 3/1/2020 | 3,500,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$3,500,000.00 | 0.00 | 3,500,000.00 |

MUNICIPAL CONSERVATION PROJECT RESERVE

| | | | |
|-----------------------------|---------------------|-------------|-------------------|
| Beginning Balance: 3/1/2020 | 100,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$100,000.00 | 0.00 | 100,000.00 |

OPERATING FACILITY PROJECT RESERVE

| | | | |
|-----------------------------|-----------------------|-------------|---------------------|
| Beginning Balance: 3/1/2020 | 3,307,244.15 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$3,307,244.15 | 0.00 | 3,307,244.15 |

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

| | | | |
|-----------------------------|------------------------|----------------------|---------------------|
| Beginning Balance: 3/1/2020 | 13,500,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | \$13,500,000.00 | 11,000,000.00 | 2,500,000.00 |

OAKDALE IRRIGATION DISTRICT
 FOR THE PERIOD ENDING MARCH 31, 2020

| RESTRICTED FUNDS | 3/31/2020 | 3/31/2019 | NET CHANGE |
|--|-----------------------|-----------------------|---------------------|
| <i><u>IMPROVEMENT DISTRICT'S FUNDS</u></i> | | | |
| Beginning Balance: 3/1/2020 | \$1,645,979.65 | | |
| Receipts | 10,844.08 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: 3/31/2020 | \$1,656,823.73 | \$1,534,991.91 | \$121,831.82 |

FILED: April 30, 2020

STATE OF CALIFORNIA / COUNTY OF STANISLAUS



PMIA/LAIF Performance Report as of 04/15/20



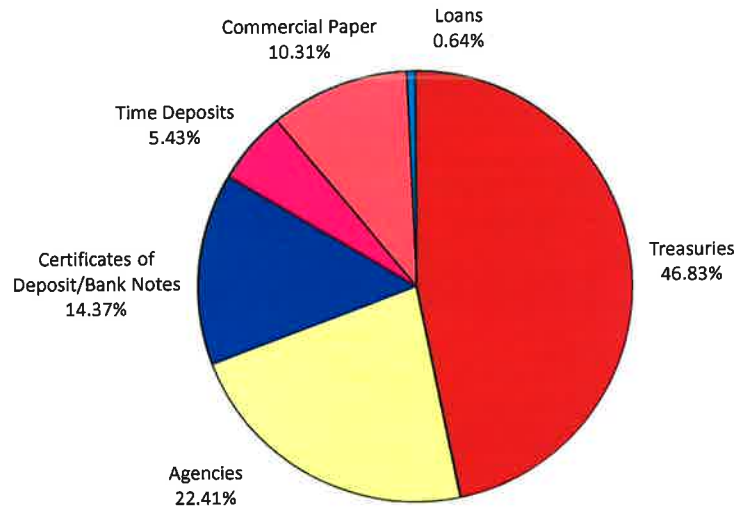
PMIA Average Monthly Effective Yields⁽¹⁾

| | |
|-----|-------|
| Mar | 1.787 |
| Feb | 1.912 |
| Jan | 1.967 |

LAIF Quarterly Performance Quarter Ended 03/31/20

| | |
|-------------------------------------|---------------------|
| Apportionment Rate ⁽²⁾ : | 2.03 |
| Earnings Ratio ⁽²⁾ : | 0.00005535460693046 |
| Fair Value Factor ⁽¹⁾ : | 1.007481015 |
| Daily ⁽¹⁾ : | 1.73% |
| Quarter to Date ⁽¹⁾ : | 1.89% |
| Average Life ⁽¹⁾ : | 208 |

Pooled Money Investment Account Portfolio Composition ⁽¹⁾ 03/31/20 \$98.1billion



Percentages may not total 100% due to rounding

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

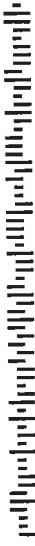


GLOBAL CUSTODY SERVICES
 350 CALIFORNIA STREET, H-17002
 SAN FRANCISCO, CA 94104

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

OAKDALE IRRIGATION DISTRICT

1205 EAST 'F' STREET
 OAKDALE, CA 95361



Account Statement

Statement Period

March 1, 2020 through March 31, 2020

Account Number

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

Investment Manager

Online Access

unionbank.com/trustandcustody

Overview of Total Account Value

| | |
|------------------------------|-------------------------|
| Closing Value on 12/31/2019 | \$62,150,563.49 |
| Opening Value on 03/01/2020 | \$71,844,658.18 |
| Closing Value on 03/31/2020 | \$69,403,059.95 |
| Net Change For Period | (\$2,441,598.23) |

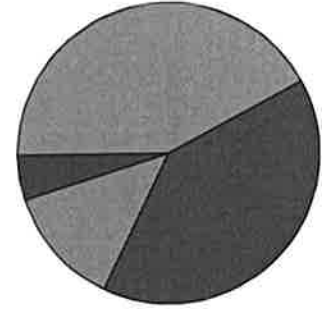
Contents

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

Overview of Account by Investment Category

Your Current Portfolio Mix

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



| % of Total Account | Market Value | Description | Total Account Value |
|--------------------|---------------|-------------------------|------------------------|
| 42.27% | 29,333,490.20 | Cash & Cash Equivalents | \$69,403,059.95 |
| 40.02% | 27,773,570.75 | Government Obligations | |
| 12.94% | 8,983,826.50 | Corporate Obligations | |
| 4.77% | 3,312,172.50 | Non-US Securities | |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

March 1, 2020 through March 31, 2020

Principal Portfolio Summary

| Description | Market Value | Percentage of Portfolio | Current Yield |
|----------------------------------|------------------------|-------------------------|---------------|
| Cash & Cash Equivalents | 29,333,490.20 | 42.27% | 1.12% |
| Government Obligations | 27,773,570.75 | 40.02% | 1.59% |
| Corporate Obligations | 8,983,826.50 | 12.94% | 2.93% |
| Non-US Securities | 3,312,172.50 | 4.77% | 4.18% |
| Total Principal Portfolio | \$69,403,059.95 | 100.00% | 1.69% |

Unrealized Gain/Loss Summary

| Description | Cost Basis | Market Value | Gain/Loss |
|-------------------------|------------------------|------------------------|---------------------|
| Cash & Cash Equivalents | 29,285,030.30 | 29,333,490.20 | 48,459.90 |
| Government Obligations | 27,671,785.58 | 27,773,570.75 | 101,785.17 |
| Corporate Obligations | 8,961,421.10 | 8,983,826.50 | 22,405.40 |
| Non-US Securities | 3,344,147.50 | 3,312,172.50 | (31,975.00) |
| Total Gain/Loss | \$69,262,384.48 | \$69,403,059.95 | \$140,675.47 |

Cash Transactions Summary

| Receipts | Principal Cash |
|------------------------|------------------------|
| Dividend | 19,607.24 |
| Interest | 33,240.94 |
| Sales | 13,961,752.77 |
| Maturities/Redemptions | 13,436,759.06 |
| Total Receipts | \$27,451,360.01 |

Cash Transactions Summary (continued)

| Disbursements | Principal Cash |
|-------------------------------|--------------------------|
| Purchases | (24,951,360.01) |
| Payments to/for Beneficiaries | (2,500,000.00) |
| Total Disbursements | (\$27,451,360.01) |
| Total Net Transactions | \$0.00 |



Account Number

Account Statement

Statement Period

Account Name
OAKDALE IRRIGATION DIST

March 1, 2020 through March 31, 2020

Asset Detail - Principal Portfolio

Cash & Cash Equivalents

Asset Name

Asset Identifier

Shares/
Units Held

Cost Basis

Market Value

Price/
Date Priced

Percentage
of Portfolio

Current
Yield

Estimated
Annual Income

Money Market Funds

FIDELITY INSTL CASH PORTFOLIOS
U S GOVT PORTFOLIO CL-I #57
CASH MANAGEMENT SWEEP
316175108

13,428,533.70
13,428,533.70
1.0000
03/31/2020
19.35%
0.27%
36,329.29

Disc Comm'l Paper/Banker Acct

INTERCONTINENTAL EXCH
DISC COML PAPER
DTD 1/22/20 4/13/20
TOYOTA MOTOR CREDIT CO
DISC COML PAPER
DTD 8/8/19 5/4/20

846,883.33
849,804.50
99.9770
03/31/2020
1.22%
1.67%
14,219.81

JOHN DEERE CAPTIAL CORPORATION
DISC COML PAPER
DTD 3/4/20 5/21/20

2,991,520.83
2,993,340.00
99.7780
03/31/2020
4.31%
1.85%
55,266.02

THE DISNEY WALT CO
DISC COML PAPER
DTD 3/25/20 06/01/20

2,988,100.00
2,992,080.00
99.7360
03/31/2020
4.31%
2.13%
63,875.00

PRUDENTIAL PLC
DISC COML PAPER
DTD 1/29/20 6/24/20

2,383,856.67
2,391,264.00
99.6360
03/31/2020
3.45%
1.70%
40,636.66

NATIONAL SECS CLEARING
DISC COML PAPER
DTD 1/7/20 7/1/20

2,379,701.33
2,391,624.00
99.6510
03/31/2020
3.45%
1.79%
42,826.67



Account Number

Account Statement

Account Name

Statement Period

OAKDALE IRRIGATION DIST

March 1, 2020 through March 31, 2020

Asset Detail - Principal Portfolio (continued)

Cash & Cash Equivalents

| Asset Name | Asset Identifier | Shares/Units Held | Cost Basis | Market Value | Price/Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--|------------------|-------------------|------------------------|------------------------|-----------------------|-------------------------|---------------|-------------------------|
| Disc Comm'l Paper/Banker Acpt | | | | | | | | |
| THE COCA COLA COMPANY | 19121AHD6 | 2,500,000.0000 | 2,483,444.44 | 2,489,400.00 | 99.5760 03/31/2020 | 3.59% | 1.63% | 40,555.57 |
| DISC COMML PAPER | | | | | | | | |
| DTD 2/19/20 8/13/20 | | | | | | | | |
| Total Cash & Cash Equivalents | | | \$29,285,030.30 | \$29,333,490.20 | | 42.27% | 1.12% | \$328,010.95 |

Government Obligations

| Asset Name | Asset Identifier | Shares/Units Held | Cost Basis | Market Value | Price/Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|-------------------------------------|------------------|-------------------|--------------|--------------|-----------------------|-------------------------|---------------|-------------------------|
| US Govt Agency - Discount | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384VN6 | 1,500,000.0000 | 1,496,794.58 | 1,499,970.00 | 99.9980 03/31/2020 | 2.16% | 1.59% | 23,877.11 |
| 4/13/2020 | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384VD9 | 3,775,000.0000 | 3,763,146.50 | 3,774,886.75 | 99.9970 03/31/2020 | 5.44% | 1.59% | 60,090.66 |
| 4/15/2020 | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384VS5 | 1,400,000.0000 | 1,396,397.72 | 1,399,958.00 | 99.9970 03/31/2020 | 2.02% | 1.59% | 22,285.29 |
| 4/17/2020 | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384VX4 | 9,100,000.0000 | 9,067,823.72 | 9,099,636.00 | 99.9960 03/31/2020 | 13.11% | 1.59% | 144,854.32 |
| 4/22/2020 | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384WE5 | 5,000,000.0000 | 4,980,593.06 | 4,999,750.00 | 99.9950 03/31/2020 | 7.20% | 1.57% | 78,705.92 |
| 4/29/2020 | | | | | | | | |



Account Number

Account Statement

Account Name

Statement Period

OAKDALE IRRIGATION DIST

March 1, 2020 through March 31, 2020

Asset Detail - Principal Portfolio (continued)

Non-US Securities

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|---|------------------|-----------------------|------------------------|------------------------|------------------------|----------------------------|------------------|----------------------------|
| Non - US Corporate Bonds | | | | | | | | |
| WELLS FARGO CO MTN BE 4.6000% 4/1/2021 | 94974BEV8 | 2,500,000.0000 | 2,581,225.00 | 2,554,275.00 | 102.1710 03/31/2020 | 3.68% | 4.50% | 115,000.00 |
| BANK NOVA SCOTIA B C 3.1250% 4/20/2021 | 064159LG9 | 750,000.0000 | 762,922.50 | 757,897.50 | 101.0530 03/31/2020 | 1.09% | 3.09% | 23,437.50 |
| Total Non-US Securities | | | \$3,344,147.50 | \$3,312,172.50 | | 4.77% | 4.18% | \$138,437.50 |
| Total Principal Portfolio | | | \$69,262,384.48 | \$69,403,059.95 | | 100.00% | 1.69% | \$1,169,490.88 |
| Total Account Values | | | \$69,262,384.48 | \$69,403,059.95 | | 100.00% | 1.69% | \$1,169,490.88 |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

March 1, 2020 through March 31, 2020

Bond Maturity Summary

| | Face Value | Par Value | Cost Basis | Market Value | Percentage of Bond Market Value |
|---------------------------|---------------|-----------------------|------------------------|------------------------|---------------------------------|
| 2020 | | 52,675,000.000 | 52,489,703.28 | 52,662,353.75 | 94.08% |
| 2021 | | 3,250,000.000 | 3,344,147.50 | 3,312,172.50 | 5.92% |
| 2022 | | | | | |
| 2023 | | | | | |
| 2024 | | | | | |
| 2025 | | | | | |
| 2026 | | | | | |
| 2027 | | | | | |
| 2028 | | | | | |
| 2029 | | | | | |
| Ten-to-Fourteen Years | | | | | |
| Fifteen-to-Nineteen Years | | | | | |
| Twenty Years and Over | | | | | |
| Total | \$0.00 | 55,925,000.000 | \$55,833,850.78 | \$55,974,526.25 | 100.00% |

Transaction Detail

| Date | Beginning Balance | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|-------------------|--|------------------|----------------|-----------------|
| 03/02/20 | | Purchases PURCHASED 19,607.24 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/02/20 | 31617510S | \$0.00 | \$71,709,536.30 |
| 03/02/20 | | Dividend CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 2/1/20 TO 2/29/20 | 31617510S | (19,607.24) | 19,607.24 |
| 03/02/20 | | Maturities/Redemptions MATURED 3,000,000 PAR VALUE OF TORONTO-DOMINION B DC/P 3/02/20 TRADE DATE 03/02/20 3,000,000 PAR VALUE AT 100 % | 89119AC22 | 2,999,605.00 | (2,999,605.00) |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

March 1, 2020 through March 31, 2020

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|---|------------------|----------------|----------------|
| 03/02/20 | Interest CASH RECEIPT OF INTEREST EARNED ON TORONTO-DOMINION B DC/P 3/02/20 0/\$1 PV ON 3,000,000 PAR VALUE DUE 3/2/2020 3,000,000 PAR VALUE AT 100 % | 89119AC22 | 395.00 | |
| 03/02/20 | Purchases PURCHASED 3,000,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/02/20 | 31617510S | (3,000,000.00) | 3,000,000.00 |
| 03/06/20 | Maturities/Redemptions MATURED 1,400,000 PAR VALUE OF NATL RURAL UTIL COOP DC/P 3/06/20 TRADE DATE 03/06/20 1,400,000 PAR VALUE AT 100 % | 63743CC68 | 1,399,564.44 | (1,399,564.44) |
| 03/06/20 | Interest CASH RECEIPT OF INTEREST EARNED ON NATL RURAL UTIL COOP DC/P 3/06/20 0/\$1 PV ON 1,400,000 PAR VALUE DUE 3/6/2020 1,400,000 PAR VALUE AT 100 % | 63743CC68 | 435.56 | |
| 03/06/20 | Purchases PURCHASED 1,400,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/06/20 | 31617510S | (1,400,000.00) | 1,400,000.00 |
| 03/11/20 | Payments to/for Beneficiaries CASH DISBURSEMENT PAID TO OAK VALLEY COMMUNITY BANK WIRE TRANSFER XX5371 OAKDALE IRRIGATION DISTRICT GENERAL ACCOUNT | | (2,500,000.00) | |
| 03/12/20 | Sales SOLD 2,500,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/12/20 | 31617510S | 2,500,000.00 | (2,500,000.00) |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

March 1, 2020 through March 31, 2020

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|---|------------------|----------------|----------------|
| 03/16/20 | Maturities/Redemptions MATURED 2,500,000 PAR VALUE OF ALIANZ FIN CORP DC/P 3/16/20 TRADE DATE 03/16/20 2,500,000 PAR VALUE AT 100 % | 0188E2CG6 | 2,487,993.06 | (2,487,993.06) |
| 03/16/20 | Interest CASH RECEIPT OF INTEREST EARNED ON ALIANZ FIN CORP DC/P 3/16/20 0/\$1 PV ON 2,500,000 PAR VALUE DUE 3/16/2020 2,500,000 PAR VALUE AT 100 % | 0188E2CG6 | 12,006.94 | |
| 03/16/20 | Purchases PURCHASED 2,500,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/16/20 | 31617510S | (2,500,000.00) | 2,500,000.00 |
| 03/17/20 | Sales SOLD 2,483,444.44 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/17/20 | 31617510S | 2,483,444.44 | (2,483,444.44) |
| 03/17/20 | Purchases PURCHASED 2,500,000 PAR VALUE OF COCA COLA CO DC/P 8/13/20 TRADE DATE 03/17/20 PURCHASED THROUGH GOLDMAN SACHS (NY) 2,500,000 PAR VALUE AT 99.3377776 % | 19121AHD6 | (2,483,444.44) | 2,483,444.44 |
| 03/19/20 | Sales SOLD 2,998,687.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/19/20 | 31617510S | 2,998,687.50 | (2,998,687.50) |
| 03/19/20 | Purchases PURCHASED 3,000,000 PAR VALUE OF ALLIANCEBERNSTEIN DC/P 3/26/20 TRADE DATE 03/19/20 PURCHASED THROUGH CITIGROUP GLOBAL MARKETS INC 3,000,000 PAR VALUE AT 99.95625 % | 01854VCS3 | (2,998,687.50) | 2,998,687.50 |



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

March 1, 2020 through March 31, 2020

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|---|------------------|----------------|----------------|
| 03/25/20 | Sales SOLD 2,988,100 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/25/20 | 31617510S | 2,988,100.00 | (2,988,100.00) |
| 03/25/20 | Maturities/Redemptions MATURED 3,000,000 PAR VALUE OF MACQUARIE BK LTD DC/P 3/25/20 TRADE DATE 03/25/20 3,000,000 PAR VALUE AT 100 % | 55607KCR5 | 2,984,083.33 | (2,984,083.33) |
| 03/25/20 | Interest CASH RECEIPT OF INTEREST EARNED ON MACQUARIE BK LTD DC/P 3/25/20 0/\$1 PV ON 3,000,000 PAR VALUE DUE 3/25/2020 3,000,000 PAR VALUE AT 100 % | 55607KCR5 | 15,916.67 | |
| 03/25/20 | Purchases PURCHASED 3,000,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/25/20 | 31617510S | (3,000,000.00) | 3,000,000.00 |
| 03/25/20 | Purchases PURCHASED 3,000,000 PAR VALUE OF DISNEY WALT CO DC/P 6/01/20 TRADE DATE 03/25/20 PURCHASED THROUGH MERRILL LYNCH FIXED INCOME 3,000,000 PAR VALUE AT 99.60333333 % | 2546R2F19 | (2,988,100.00) | 2,988,100.00 |
| 03/26/20 | Maturities/Redemptions MATURED 3,000,000 PAR VALUE OF ALLIANCEBERNSTEIN DC/P 3/26/20 TRADE DATE 03/26/20 3,000,000 PAR VALUE AT 100 % | 01854VCS3 | 2,998,687.50 | (2,998,687.50) |
| 03/26/20 | Interest CASH RECEIPT OF INTEREST EARNED ON ALLIANCEBERNSTEIN DC/P 3/26/20 0/\$1 PV ON 3,000,000 PAR VALUE DUE 3/26/2020 3,000,000 PAR VALUE AT 100 % | 01854VCS3 | 1,312.50 | |



Account Number

Account Statement

Account Name
OAKDALE IRRIGATION DIST

Statement Period

March 1, 2020 through March 31, 2020

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|-----------------------|---|------------------|----------------|-------------------------|
| 03/26/20 | Purchases PURCHASED 3,000,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/26/20 | 31617510S | (3,000,000.00) | 3,000,000.00 |
| 03/27/20 | Purchases PURCHASED 3,000,000 PAR VALUE OF JOHN DEERE CAPITAL CO DC/P 5/21/20 TRADE DATE 03/26/20 | 24422LEM1 | (2,991,520.83) | 2,991,520.83 |
| 03/27/20 | Sales SOLD 2,991,520.83 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/27/20 | 31617510S | 2,991,520.83 | (2,991,520.83) |
| 03/30/20 | Maturities/Redemptions MATURED 570,000 PAR VALUE OF NATIONAL SECS CLEARING DC/P 3/30/20 TRADE DATE 03/30/20 | 63763PCW7 | 566,825.73 | (566,825.73) |
| 03/30/20 | Interest CASH RECEIPT OF INTEREST EARNED ON NATIONAL SECS CLEARING DC/P 3/30/20 0/\$1 PV ON 570,000 PAR VALUE DUE 3/30/2020 570,000 PAR VALUE AT 100 % | 63763PCW7 | 3,174.27 | |
| 03/30/20 | Purchases PURCHASED 570,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 03/30/20 | 31617510S | (570,000.00) | 570,000.00 |
| Net Activity | | | \$0.00 | (\$2,447,151.82) |
| Ending Balance | | | \$0.00 | \$69,262,384.48 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

April 06, 2020

[LAIF Home](#)
[PMIA Average](#)
[Monthly Yields](#)

OAKDALE IRRIGATION DISTRICT

TREASURER
1205 EAST "F" STREET
OAKDALE, CA 95361

[Tran Type](#)
[Definitions](#)

Account Number:

March 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 169,625.39 |
| Total Withdrawal: | 0.00 | Ending Balance: | 169,625.39 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

April 06, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #22
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

March 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|-----------|
| Total Deposit: | 0.00 | Beginning Balance: | 41,283.52 |
| Total Withdrawal: | 0.00 | Ending Balance: | 41,283.52 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

April 06, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #41
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

March 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 178,551.21 |
| Total Withdrawal: | 0.00 | Ending Balance: | 178,551.21 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

April 06, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #45
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

March 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 232,219.77 |
| Total Withdrawal: | 0.00 | Ending Balance: | 232,219.77 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

April 06, 2020

LAIIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #46
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

March 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 342,653.17 |
| Total Withdrawal: | 0.00 | Ending Balance: | 342,653.17 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

April 06, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #51
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

March 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 372,583.71 |
| Total Withdrawal: | 0.00 | Ending Balance: | 372,583.71 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

April 06, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #52
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

March 2020 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|-----------|
| Total Deposit: | 0.00 | Beginning Balance: | 56,764.84 |
| Total Withdrawal: | 0.00 | Ending Balance: | 56,764.84 |

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

March 31, 2020

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT
March 31, 2020



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| REVENUE DETAIL | 3 |
| OPERATING EXPENSES SUMMARY | 4 |
| CAPITAL AND DEBT EXPENDITURES | 5 |

OAKDALE IRRIGATION DISTRICT

STATEMENT OF NET POSITION



| | For the month ending March 31, 2020 | | |
|--|-------------------------------------|-----------------------|----------------------|
| | 2020 | 2019 | Change |
| ASSETS | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 3,416,939 | \$ 4,439,882 | \$ (1,022,942) |
| Restricted Cash and cash equivalents | 1,656,824 | 1,534,992 | 121,832 |
| Investments | 69,262,384 | 61,801,322 | 7,461,062 |
| Receivables | | | |
| Accrued Interest | 171,900 | 146,560 | 25,340 |
| Annexation fees | 885,704 | 859,906 | 25,797 |
| Agricultural water fees | 447,149 | 440,609 | 6,540 |
| Property Taxes Receivable | - | - | - |
| Due from other governmental agencies | 442,287 | 1,088,155 | (645,868) |
| Miscellaneous | 8,154 | 4,470 | 3,684 |
| Domestic water fees | 4,954 | 286 | 4,667 |
| Inventory of materials and supplies | 679,055 | 608,192 | 70,864 |
| Prepaid expenses | 217,348 | 205,768 | 11,579 |
| Due from Improvement Districts | 214,296 | 12,983 | 201,312 |
| Total current assets | 77,406,994 | 71,143,127 | 6,263,868 |
| Noncurrent assets: | | | |
| Accounts receivable - delinquencies | 10,922 | 2,761 | 8,162 |
| Due from other governmental agencies | 122,374 | 101,475 | 20,899 |
| Annexation fees receivable | 13,221,546 | 14,107,249 | (885,704) |
| Investments in Tri-Dam Project | 45,331,728 | 40,167,235 | 5,164,493 |
| Capital assets: | | | |
| Not being depreciated | 13,427,559 | 27,775,065 | (14,347,506) |
| Being depreciated, net | 96,870,166 | 76,770,220 | 20,099,945 |
| Total noncurrent assets | 168,984,294 | 158,924,006 | 10,060,289 |
| Total assets | 246,391,288 | 230,067,132 | 16,324,157 |
| Deferred outflows of resources | | | |
| Pensions | 667,856 | 667,856 | - |
| Bonds | 3,111,921 | 3,275,706 | (163,785) |
| Total deferred outflows of resources | 3,779,777 | 3,943,562 | (163,785) |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | 250,171,065 | 234,010,694 | 16,160,372 |
| LIABILITIES | | | |
| Current liabilities: | | | |
| Payable from nonrestricted assets | | | |
| Accounts payable | 186,794 | 1,337,415 | (1,150,621) |
| Due to other governmental agencies | - | 1,534,992 | (1,534,992) |
| Accrued salaries, wages and related benefits | 931,689 | 1,011,590 | (79,901) |
| Unearned revenue | 275 | 46 | 229 |
| Deposits payable | 172,232 | 160,503 | 11,729 |
| Due to Improvement Districts | 72,268 | - | 72,268 |
| Claims payable | 1 | 4,800 | (4,799) |
| Interest expense payable | - | - | - |
| Long-term liabilities, due within one-year | 830,000 | 795,000 | 35,000 |
| Total current liabilities | 2,193,258 | 4,844,345 | (2,651,087) |
| Noncurrent liabilities: | | | |
| Long-term liabilities, due in more than one-year, net | 25,994,072 | 26,987,444 | (993,372) |
| Pensions | 3,986,214 | 3,986,214 | - |
| Total noncurrent liabilities | 29,980,286 | 30,973,658 | (993,372) |
| TOTAL LIABILITIES | 32,173,544 | 35,818,005 | (3,644,459) |
| DEFERRED INFLOWS OF RESOURCES | | | |
| Pensions | 33,849 | 33,849 | - |
| Total deferred inflows of resources | 33,849 | 33,849 | - |
| Net Position | | | |
| Net investment in capital assets | 85,655,824 | 61,665,511 | 23,990,313 |
| Restricted | 1,619,737 | 1,534,992 | 84,745 |
| Unrestricted | 130,688,111 | 134,958,338 | (4,270,226) |
| TOTAL NET POSITION | \$ 217,963,672 | \$ 198,158,840 | \$ 19,804,831 |

OAKDALE IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Month Ended March 31, 2020



| | Current Month | YTD Actual | 2020 Budget | Budget Remaining | % of 2020 Budget Remaining |
|--|---------------------|----------------------|---------------------|-----------------------|----------------------------|
| Operating revenues: | | | | | |
| Agricultural water deliver charges (base rate) | \$ 123 | \$ 2,056,534 | \$ 2,047,500 | \$ (9,034) | 0% |
| Water sales | 202 | 699 | 6,575,000 | 6,574,301 | 100% |
| Domestic water delivery fee | 14,023 | 36,926 | 225,000 | 188,074 | 84% |
| Improvement District Fees | 948 | 6,906 | 65,000 | 58,094 | 89% |
| Other water related revenues | 9,667 | 40,462 | 65,000 | 24,538 | 38% |
| Total operating revenues | 24,963 | 2,141,527 | 8,977,500 | 6,835,973 | 76% |
| Operating expenses: | | | | | |
| Operation and maintenance | 269,065 | 672,145 | 5,081,200 | 4,409,055 | 87% |
| Water operations | 223,618 | 350,826 | 3,227,786 | 2,876,960 | 89% |
| General and administrative | 131,568 | 952,225 | 5,445,575 | 4,493,350 | 83% |
| Depreciation / amortization | 314,977 | 779,862 | 3,500,000 | 2,720,138 | 78% |
| Total operating expenses | 939,229 | 2,755,058 | 17,254,561 | 14,499,503 | 84% |
| Operating Income (loss) | (914,266) | (613,532) | (8,277,061) | (7,663,530) | 93% |
| Nonoperating revenues (expenses): | | | | | |
| County property tax appropriations | 11,189 | 848,658 | 2,650,000 | 1,801,342 | 68% |
| Net Investment income (loss) | 51,310 | 7,074 | 1,200,000 | 1,192,926 | 99% |
| Gain (loss) sale of assets | 21,724.00 | 4,625 | - | - | 0% |
| Debt service interest | - | (85,878) | (1,011,000) | (925,122) | 92% |
| Tri-Dam Project distributions | - | 7,660,000 | 11,500,000 | 3,840,000 | 33% |
| Tri-Dam Power Authority distributions | - | 3,219,500 | 3,000,000 | (219,500) | 0% |
| Other non-operating revenue | 500 | 1,500 | 6,000 | 4,500 | 75% |
| Total non-operating rev. (exp.) | 84,723 | 11,655,479 | 17,345,000 | 5,689,646 | 33% |
| | (829,543) | 11,041,947 | 9,067,939 | (1,973,884) | -22% |
| Capital contributions | - | - | - | - | 0% |
| Change in net position | \$ (829,543) | \$ 11,041,947 | \$ 9,067,939 | \$ (1,973,884) | -22% |
| Capital expenditures & debt obligations | \$ 441,496 | \$ 1,726,714 | \$ 9,059,375 | \$ 7,332,661 | 81% |

OAKDALE IRRIGATION DISTRICT
REVENUES - DETAIL
For the Month Ended March 31, 2020



| | <u>Current Month</u> | <u>YTD Actual</u> | <u>2020 Budget</u> | <u>Budget Remaining</u> | <u>% of 2020 Budget Remaining</u> |
|---------------------------------------|----------------------|----------------------|----------------------|-------------------------|-----------------------------------|
| OPERATING REVENUES | | | | | |
| Agricultural water service fees | | | | | |
| Tier 1 | \$ 123 | \$ 1,820,069 | \$ 1,811,000 | \$ (9,069) | 0% |
| Tier 2 | - | 236,465 | 236,500 | 35 | 0% |
| Water sales | | | | | |
| Tier 1 | 2 | - | 575,000 | 575,000 | 100% |
| Tier 2 | - | - | 650,000 | 650,000 | 100% |
| Local out-of-district | 200 | 699 | 350,000 | 349,301 | 100% |
| Out-of-district | - | - | 5,000,000 | 5,000,000 | 100% |
| Domestic water sales | 14,023 | 36,926 | 225,000 | 188,074 | 84% |
| Improvement District fees | 948 | 6,906 | 65,000 | 58,094 | 89% |
| Miscellaneous revenues | | | | | |
| Service Charges & Penalties | 9,667 | 40,462 | 65,000 | 24,538 | 38% |
| Total Operating Revenue | <u>24,963</u> | <u>2,141,527</u> | <u>8,977,500</u> | <u>6,835,973</u> | <u>76%</u> |
| NONOPERATING REVENUES | | | | | |
| County property tax appropriations | 11,189 | 848,658 | 2,650,000 | 1,801,342 | 68% |
| Investment earnings | | | | | |
| Investment earnings (loss) | 51,310 | 7,074 | 800,000 | 792,926 | 99% |
| Other Interest income | | | 400,000 | 400,000 | 100% |
| Gain (loss) sale of assets | 21,724 | 4,625 | - | (4,625) | 0% |
| Tri-Dam Project distributions | - | 7,660,000 | 11,500,000 | 3,840,000 | 33% |
| Tri-Dam Power Authority distributions | - | 3,219,500 | 3,000,000 | (219,500) | 0% |
| District rental properties | 500 | 1,500 | 6,000 | 4,500 | 75% |
| Total Nonoperating Revenues | <u>84,723</u> | <u>11,741,357</u> | <u>18,356,000</u> | <u>6,614,643</u> | <u>36%</u> |
| Capital Contributions | - | - | - | - | 0% |
| TOTAL REVENUES | <u>\$ 109,686</u> | <u>\$ 13,882,884</u> | <u>\$ 27,333,500</u> | <u>\$ 13,450,616</u> | <u>49%</u> |

OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES SUMMARY
For the Month Ended March 31, 2020



| | <u>Current Month</u> | <u>YTD Actual</u> | <u>2020 Budget</u> | <u>Budget Remaining</u> | <u>% of 2020 Budget Remaining</u> |
|--|----------------------|---------------------|----------------------|-------------------------|-----------------------------------|
| OPERATING EXPENSES | | | | | |
| MAINTENANCE | | | | | |
| SSJID Main Supply Diversion Works | \$ - | \$ - | \$ 50,000 | \$ 50,000 | 100% |
| North Main Canal Maintenance | 3,623 | 23,237 | 253,000 | 229,763 | 91% |
| South Main Canal Maintenance | 3,409 | 19,353 | 203,100 | 183,747 | 90% |
| Irrigation Water Lateral Maint-North Side | 86,110 | 204,050 | 1,572,600 | 1,368,550 | 87% |
| Irrigation Water Lateral Maint - South Side | 91,630 | 205,238 | 1,355,000 | 1,149,762 | 85% |
| Pumping Plant Operations and Maintenance | 10,837 | 25,225 | 458,100 | 432,875 | 94% |
| Drainage System Maintenance | 7,076 | 8,890 | 230,300 | 221,410 | 96% |
| Building and Grounds Maintenance | 21,219 | 66,320 | 355,000 | 288,680 | 81% |
| Vehicle and Equipment Maintenance | 45,161 | 119,832 | 604,100 | 484,268 | 80% |
| TOTAL MAINTENANCE | 269,065 | 672,145 | 5,081,200 | 4,409,055 | 87% |
| WATER OPERATIONS | | | | | |
| Domestic Water System Maintenance | 10,775 | 42,066 | 280,300 | 238,234 | 85% |
| Irrigation Water Operations - North Division | 101,825 | 146,940 | 1,435,986 | 1,289,046 | 90% |
| Irrigation Water Operations - South Division | 109,793 | 154,824 | 1,439,700 | 1,284,876 | 89% |
| Drainage Water Operations | 297 | 5,564 | 18,600 | 13,036 | 70% |
| Water Measurement Management | 928 | 1,432 | 53,200 | 51,768 | 97% |
| TOTAL WATER OPERATIONS | 223,618 | 350,826 | 3,227,786 | 2,876,960 | 89% |
| GENERAL, ADMINISTRATION, AND DEPRECIATION | | | | | |
| General and Administration | 131,568 | 952,225 | 5,445,575 | 4,493,350 | 83% |
| Depreciation and Amortization | 314,977 | 779,862 | 3,500,000 | 2,720,138 | 78% |
| TOTAL GENERAL, ADMINISTRATION, AND DEPR. | 446,545 | 1,732,087 | 8,945,575 | 7,213,488 | 81% |
| TOTAL OPERATING EXPENSES | 939,228 | 2,755,058 | 17,254,561 | 14,499,503 | 84% |
| NONOPERATING EXPENSES | | | | | |
| Interest expense | - | 85,878 | 1,011,000 | 925,122 | 92% |
| TOTAL NONOPERATING EXPENSES | - | 85,878 | 1,011,000 | 925,122 | 92% |
| TOTAL OPERATING AND NONOPERATING EXPENSES | \$ 939,228 | \$ 2,840,936 | \$ 18,265,561 | \$ 15,424,625 | 84% |

OAKDALE IRRIGATION DISTRICT
CAPITAL AND DEBT EXPENDITURES
For the Month Ended March 31, 2020



| GL ACCOUNT NO. | GL DESCRIPTION | PROJECT DESCRIPTION | 2020 YTD ACTUAL | 2020 BUDGET |
|-----------------|--------------------------------------|--|-----------------|--------------|
| 00-000-15200-00 | Capital Work | Capital construction projects (Water Resources Plan) | | |
| | | Canal and Lateral Rehabilitation | \$ 14,768 | \$ 1,600,000 |
| | | Domestic Water Projects | - | - |
| | | Flow Control and Measurement Structures | 1,143,657 | 1,800,000 |
| | | Irrigation Service Turnout Replacement | 21,031 | 300,000 |
| | | Main Canals and Tunnels Improvement Projects | - | 100,000 |
| | | Miscellaneous in-system improvements | - | - |
| | | New and Replacement Groundwater Wells | - | - |
| | | North Side Regulating Reservoir | - | - |
| | | Outflow Management Projects | 31,435 | 100,000 |
| | | Pipeline Replacement | 402,339 | 1,200,000 |
| | | Reclamation Projects | - | - |
| | | Subtotal for Water Resources Plan Improvements | 1,613,230 | 5,100,000 |
| | | South Main Canal - Segment 4 (2019 Budget) | 62,474 | - |
| | | Operating Headquarters Design | 13,539 | 1,300,000 |
| | | Canyon Tunnel-Joint with SSJID (900k x 28%) | - | 252,000 |
| | | Joint Main Canal Stabilization project (800k x 28%) | - | 224,000 |
| | | Asset Management Program Implementation | 31,108 | 100,000 |
| | | South Main Canal - Tunnel 9 downstream design | - | 100,000 |
| | | North Main Seepage Mitigation Project-90% Design | - | 50,000 |
| | | Ag Pump Replacements | - | 50,000 |
| | | | 1,720,351 | 7,176,000 |
| 00-000-15183-00 | Miscellaneous Construction Equipment | | | |
| | | MI-T-M Air Compressor w/ Electric Start | | 3,000 |
| | | Wacker 5.6 KW Generator w/ Electric Start 2.7k) | | 2,700 |
| | | Wacker 2" Trash Pump | | 1,700 |
| | | Wacker 3" Trash Pump | | 2,700 |
| | | Husqvarna cutoff saw 14" | | 1,200 |
| | | Wacker Vibratory Rammer, Gas | | 3,175 |
| | | Wacker Vibratory Plate, Gas | | 2,500 |
| | | Multiquip Concrete Vib. w/21' Shaft | | 1,150 |
| | | Multiquip Concrete Vib. w/14' Shaft | | 1,200 |
| | | Portable Auger (SCADA) | 4,680 | 5,000 |
| | | | 4,680 | 24,325 |
| 00-000-15184-00 | Autos/Pickups/Trucks/ Trailers | | | |
| | | 1/2 Ton Pickup 2WD (DSO) | | 29,000 |
| | | 1/2 Ton Pickup 4WD (DSO) | | 32,500 |
| | | 1 Ton Utility 4WD (C&M) | | 45,000 |
| | | Heavy Duty Transport (Truck w/Lowboy) | | 316,000 |
| | | Dump truck, 3-axle (diesel) | | 245,000 |
| | | Water Truck (2000 gal) | | 145,000 |
| | | Water Truck (3600 gal) | | 192,000 |
| | | | - | 1,004,500 |
| 00-000-15187-00 | Office and Engineering Equipment | | | |
| | | Network security hardware (c/o from 2019 Budget) | - | 8,000 |
| | | Computer upgrades and replacements | | |
| | | HP Mini (4 @ 1,025 ea) | | 4,100 |
| | | EliteDesk (6 @ 975 ea) | | 5,850 |
| | | HP Workstation upgrade (4@ 2,400) | | 4,800 |
| | | HP Elitebook upgrade (1*1,800) | 1,683 | 1,800 |
| | | | 1,683 | 22,750 |
| | | TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES | 1,726,714 | 8,227,575 |
| 00-000-22320-00 | Current portion - COP Debt | | - | 830,000 |
| | | TOTAL CAPITAL AND DEBT EXPENDITURES | 1,726,714 | 9,059,375 |

FOR INTERNAL REPORTING PURPOSES ONLY

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 7
APN: N/A

SUBJECT: APPROVE ADOPTION OF THE RESOLUTION FOR THE DESIGNATION OF OAKDALE IRRIGATION DISTRICT'S AGENT FOR FILING OF APPLICATIONS WITH THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES) FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE RELATED TO THE COVID-19 PANDEMIC AND ANY FUTURE DISASTERS FOR UP TO THREE YEARS

RECOMMENDED ACTION: Approve Adoption of the Resolution Authorizing the Chief Financial Officer and the General Manager to Act as Agents for Oakdale Irrigation District for all Matters Pertaining to State and Federal Disaster Assistance

BACKGROUND AND/OR HISTORY:

In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of the public health officials may be reimbursed under the Federal Emergency Management Agency's (FEMA) Public Assistance Program. Federal assistance is administered through the Public Assistance Division of Cal OES.

This resolution authorizes the Chief Financial Officer and the General Manager to submit the required information to receive any available State and Federal support as reimbursement for disaster related expenses.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution 2020-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
RESOLUTION NO. 2020-NIL**

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED by the Board of Directors of the Oakdale Irrigation District:

WHEREAS, the Chief Financial Officer and General Manager are hereby authorized to execute for and on behalf of the Oakdale Irrigation District, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act;

WHEREAS, the Oakdale Irrigation District, a public entity established under the laws of the State of California, hereby authorizes its agent to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required;

WHEREAS, this is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

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 May, 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

CERTIFICATION

I, Lori Fitzwater-Presley, Clerk to the Board of the Oakdale Irrigation District, do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the Board of Directors of the Oakdale Irrigation District on the 5th day of May, 2020.

Lori Fitzwater-Presley
Executive Assistant/Clerk to the Board

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 8
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S COMMITMENT TO FUNDING FOR THE 60% DESIGN LEVEL FOR THE CANYON TUNNEL PROJECT

RECOMMENDED ACTION: Approve Oakdale Irrigation District's Commitment to Funding for the 60% Design Level for the Canyon Tunnel Project

BACKGROUND AND/OR HISTORY:

As part of the April 16, 2020 Tri-Dam Board Meeting an update and presentation was conducted on the progress of the Canyon Tunnel Project (Project). The Board was provided with the 30% Design Report, Preliminary Geologic Data Report and the 60% Design Proposal from Condor Earth Technologies. The 60% Design Proposal (attached) includes three tasks; Survey & Geologic Mapping, Subsurface Investigation – Drilling & Geophysics, and 60% Design.

The total for the 60% Design is \$1,037,737 with OID's 28% share totaling \$290,556. Included in the OID Budget for 2020 was a line item of \$252,000 for this Project. It is anticipated based on the schedule provided in the 60% Design Proposal that approximately \$210,000 of the OID share will be spent in 2020.

The current 1986 Agreement – Operation and Maintenance of the Joint Supply Canal outlines the OID's 28% obligation based on design flow of the Joint Supply Canal (JSC). Staff from both Districts are currently finalizing a term sheet specifically for this Project that will be drafted by SSJID's legal counsel into an Agreement and then brought before both District's board for formal adoption. Once the Project Agreement has been adopted, staff will then prepare a separate Agreement updating the terms and conditions for the JSC.

Contractually, Condor will be working under the direction of SSJID. OID staff have been and will continue to be involved with this Project participating in site visits, document review/comment and attending team Project meetings.

Staff recommends that the Board approve its commitment to funding for the 60% Design of the Project.

FISCAL IMPACT: \$210,000 (anticipated costs for 2020)

ATTACHMENTS:

- Condor's 60% Design Proposal
-

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:



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

Condor Proposal No. 4320F1

April 9, 2020

Forrest Killingsworth
South San Joaquin Irrigation District
PO Box 747
Ripon, CA 95366-9750

**Subject: Proposal for Engineering Services – 60 Percent Design
Canyon Tunnel
South San Joaquin Irrigation District – Joint Supply Canal
Calaveras County, California**

Dear Mr. Killingsworth:

Condor Earth (Condor) is pleased to present this Proposal to provide continuing engineering services to the South San Joaquin Irrigation District (SSJID) for the proposed Canyon Tunnel project. The tunnel will convey water along the SSJID Joint Supply Canal, and it will bypass a portion of the existing canal from Goodwin Dam to the Access Ramp, over a length of approximately 11,800 feet. Condor previously performed geologic hazard studies and found that the part of the canal that Canyon Tunnel will bypass is susceptible to significant geologic hazards.

Condor's previous work for the proposed tunnel project was performed between May 2019 and March 2020 and included an engineering study at the preliminary (30 percent) design level. Our deliverables for the previous work included the following:

- Preliminary Geologic Data Report, Canyon Tunnel Project
- Canyon Tunnel 30 Percent Design Report
- Preliminary Construction Cost Estimate, including conventional (roadheader) and Tunnel Boring Machine (TBM) tunnel excavation alternatives

Condor's previous engineering study included surface and subsurface exploration to evaluate the geologic conditions at the site. We evaluated potential tunnel alignments during that study, and we propose to continue site investigation and engineering design work along the preferred alignment we identified in the 30 Percent Design Report.

Condor understands that SSJID would like to present this Proposal for continued design of the Canyon Tunnel to the Board of Directors for acceptance and approval. This document presents our proposed scope of services and fee estimate for Condor's work during the 60 percent design phase.

The primary components of the 60 percent design phase are as follows:

- Obtain additional site and subsurface data for the proposed tunnel alignment; this information will augment the data obtained during the 30 percent design phase, and will also be used in later design phases and during preparation of construction-phase Contract Documents,
- Optimize the downstream tunnel portal location and perform preliminary engineering design of the portal shoring wall,
- Perform engineering analyses for the upstream portal location alternatives and perform preliminary engineering design of the preferred alternative,
- Develop a conceptual plan and design to reestablish SSJID water service currently supplied by the Ram Pump,
- Update the design Drawings, Design Report and Geologic Data Report,
- Prepare a preliminary Geotechnical Baseline Report Outline,
- Update the Engineer’s Opinion of Probable Construction Cost Estimate, and
- Evaluate a scope of services for the 90 percent design phase, including preparation of 90 Percent Contract Drawings and Documents, discussion of potential tunnel construction means and methods, and Condor’s assistance with California Environmental Quality Act (CEQA) assessment and land entitlement (as needed).

The scope of the site and subsurface investigation work proposed herein was developed to target “gaps” in subsurface data from the previous site investigation phase and to provide data for design of improvements at the portals. We anticipate that if the site and subsurface investigation work proposed herein is approved, no further site investigation work will be needed for final design. We will continue to perform the work in phases to control costs and allow SSJID to determine how to move forward with project budgeting, additional design and permitting phases, and tunnel construction.

PROPOSED SCOPE OF SERVICES

Condor based the following proposed scope of services on our previous design work for the subject project, and our experience working on geologic hazard studies, tunnel design and tunnel construction. We expect that SSJID and OID staff will participate as the design work proceeds. Condor will perform our work in tasks, we will meet with your staff at key milestones, and we will adjust our work scope as the project develops to best suit your needs.

The subsections that follow present a summary of our proposed scope by task.

Task 1 – Survey and Geologic Mapping

Condor will perform the following:

- Task 1A – Survey Fieldwork
- Task 1B – Geologic Mapping Fieldwork and Test Pits

The subsections that follow summarize our work scope for these subtasks.



Task 1A – Survey Fieldwork

The current site topographic information was obtained from an aerial topographic survey performed in 2006, and there is currently no topographic data over a portion of the preferred tunnel alignment. This task will include Condor's land surveyor subconsultant, Erik Ohlson & Associates, performing an aerial topographic survey of the project area to update the site topographic information. Our land surveyor subconsultant will also place stakes every 200 feet along the preferred tunnel alignment to be followed by steel T-posts set by SSJID personnel. The stakes will be landmarks for our geologic mapping fieldwork and for determining locations for subsurface investigations.

We propose to investigate the stability of the fractured rock slope immediately above the right abutment of Goodwin Dam. Our land surveyor subconsultant will perform an additional, low-elevation drone flight to obtain photographs of the slope that will be used to generate a 3D model. The model will be used in conjunction with geologic field mapping and subsurface investigation data to evaluate the stability of the slope.

Condor's land surveyor subconsultant will also provide the as-drilled latitude, longitude and elevation of the tops of each of the core holes. The cost estimate described herein also includes time for our land surveyor subconsultant to locate the boundaries of the 25-acre tract related to the historic water rights associated with the Ram Tunnel Pump Agreement.

We anticipate that the survey fieldwork described above will be performed during the spring/summer of 2020.

Our land surveyor subconsultant will return to the site after the start of the 2020/2021 winter canal outage to perform a ground topographic survey of the upstream portal area near Goodwin Dam. The ground survey will include locations and dimensions of pertinent site features, including the existing canal head gate structures, Goodwin Dam and other features that will be considered during the design of the upstream portal and canal diversion wall.

Task 1B – Geologic Mapping Fieldwork and Test Pits

Condor will perform detailed geologic mapping of exposed geologic conditions at the upstream and downstream portal locations. We propose excavating several test pits within the proposed downstream portal and laydown area to assess the shallow subsurface geologic conditions and evaluate the design/construction requirements for the portal wall. The cost estimate included herein assumes that SSJID forces will be available to perform the test pit excavation. We anticipate 2 days of site time for a Condor geologist, SSJID operator and excavator/backhoe to perform the test pit work.

We understand that the upstream portal area will be cleared of vegetation, soil and loose rock during the Joint Supply Canal maintenance work that is currently scheduled to occur during the 2020/2021 winter canal outage. Condor will visit the site after the work has been completed to perform detailed geologic mapping of the upstream portal area.

We will use the information to optimize the locations of the portal walls and the sites of the proposed subsurface investigations to be performed during Task 2, including seismic survey transects and core holes.



Task 2 – Subsurface Investigation – Drilling and Geophysics

Condor will update our work plan for Task 2 during our work in Task 1, if required.

Condor will perform the following work under Task 2:

- Task 2A – Coordinate and evaluate fieldwork
- Task 2B – Geophysical fieldwork
- Task 2C – Drilling fieldwork
- Task 2D – Core sample review and laboratory testing
- Task 2E – Data compilation and reporting
- Task 2F – Groundwater level monitoring

The subsections that follow present a summary of our scope of work by subtask.

Task 2A – Coordinate and Evaluate Fieldwork

Condor will prepare a field work plan for SSJID’s use to coordinate site access with the landowners. The field work plan will include the anticipated schedule, duration and scope of field activities as well as a brief discussion of the anticipated vehicle traffic at the site.

Prior to performing the geophysical and drilling fieldwork, Condor will prepare a fieldwork safety plan and we will re-stake the boring locations based on our findings during our geologic mapping fieldwork (if necessary). We will also obtain a drilling permit from the Calaveras County Environmental Health Department.

The current subsurface exploration plan assumes that the upstream portal of the Canyon Tunnel will be located a short distance downstream of the existing canal headgates at Goodwin Dam. The proposed upstream portal core drilling locations described under Task 2C are designed to investigate the geologic conditions that would be present along the upstream portion of the tunnel alignment, as currently designed. We will evaluate upstream portal alternatives and revise our subsurface investigation plan, if necessary.

Prior to scheduling the upstream portal drilling fieldwork, we will coordinate a project meeting with SSJID/OID personnel to discuss the preliminary findings of the geophysical and drilling fieldwork that we anticipate will be performed during the summer of 2020. We will also discuss our recommendations related to the location of the upstream portal. The upstream portal drilling fieldwork will not be feasible until the start of the 2020/2021 winter canal outage in November 2020.

Task 2B – Geophysical Fieldwork

Condor and our geophysical subconsultant recommend performing additional ground-based transient electromagnetic (TEM) geophysical surveys. Condor’s subconsultant, Green Geophysics, will perform the fieldwork and data interpretation. The findings from the previously performed TEM surveys will be updated as necessary based on our knowledge of the site geology and the existing core hole data. The locations of the proposed core holes will be updated based on the findings of the TEM surveys, as necessary, to target any anomalous geologic information pertinent to tunnel design and construction.

Condor also recommends performing several seismic refraction surveys at the site. The seismic surveys will focus primarily on the downstream portal location, where the geometry of the geologic contacts is complex. The findings of the seismic refraction surveys will inform the location of the downstream portal



as well as the locations of the proposed core holes near the portal. We will use the data to optimize the location of the downstream portal with respect to constructability and functionality.

The findings from the TEM geophysical surveys may inform the desired locations of the core holes above the tunnel alignment. Therefore, we will first perform the geophysical surveys, perform initial evaluations of the geophysical data, and re-assess and update the boring locations that we selected during Task 1.

Task 2C – Drilling Fieldwork

Condor proposes drilling a total of 14 geotechnical exploration borings, as shown on the attached Figure 1 – 60 Percent Design Exploration Plan. The purpose, location and methodology of the proposed borings is as follows:

- A. Eight (8) vertical core holes (B-10 through B-17) along the tunnel alignment accessed from the existing ranch roads on site. The proposed depths range from approximately 190 feet to 430 feet, and each boring will be drilled to a depth corresponding to approximately 20 feet below the proposed tunnel invert.
- B. Two (2) vertical core holes (B-18 and B-19) of approximately 30 feet (each) at the downstream portal area to refine the downstream portal wall design.
- C. One (1) horizontal core hole (B-20) of approximately 200 feet in length along the tunnel alignment at the downstream portal area to estimate the geologic conditions present along the downstream portion of the tunnel.
- D. One (1) horizontal core hole (B-21) of approximately 200 feet in length along the tunnel alignment at the upstream portal area to estimate the geologic conditions present along the upstream portion of the tunnel. The core hole will be drilled through the canal sidewall from within the canal.
- E. One (1) vertical core hole (B-22) of approximately 85 feet in depth to be drilled from above the tunnel alignment at approximate tunnel Sta. 10+00. There is no vehicle access to this site, so we propose mobilizing a helicopter-supported drill rig to perform the drilling in this location. This hole is important to help understand the tunneling conditions (e.g., hard or soft rock) along the 2,000-foot tunnel segment beneath the canyon slope.
- F. One (1) vertical boring (B-23) from within the canal at the upstream portal location to refine the foundation design of the canal diversion wall. The boring methodology may be hollow stem auger, percussion, or rock core and will be drilled to approximately 30 feet in depth through the existing canal invert.

The locations and depths of the borings detailed above may be revised slightly based on our geologic mapping work and the findings of the geophysical surveys. The current cost estimate includes a budget for up to approximately 3,050 total linear feet of drilling for the 14 borings. For each of the eight vertical core holes above the tunnel alignment (Item A above), our drilling subcontractor(s) will install piezometer casings and a subconsultant will perform downhole televiwer surveys. Each of the borings in Items B through F will be backfilled with cement grout and no televiwer survey will be performed.

Based on the findings of our upstream portal alternatives analyses (included under Task 3) and SSJID/OID input, we may revise the scope of the subsurface investigation near the upstream portal.

Condor will oversee the drilling, place the retrieved core samples in wood boxes and log the conditions encountered. We will deliver the core to our office for further evaluation.



Condor will install groundwater level data loggers in each of the eight borings listed in Item A. The equipment will continuously measure and log groundwater levels every hour. Condor will use the groundwater level data for our design work and tunnel contractors will require the data to bid project construction.

Condor will store the core at our office until we complete our preliminary design work, for a period of approximately 6 months. At the end of that time, we will deliver the core to SSJID's storage container located at the proposed tunnel site for long-term storage. We recommend that the core samples be stored for future reference, for viewing by bidding tunnel contractors, and for potential construction disputes.

Task 2D – Core Sample Review and Laboratory Testing

Condor will review the core at our office, select specimens for laboratory tests and deliver the samples to our laboratory subcontractor(s) for testing. We will invite SSJID/OID personnel to visit our office to review the core with the Condor team.

Condor will use the test data for our design work and tunnel contractors will use it to bid project construction.

Task 2E – Data Compilation and Reporting

After we complete our drilling, Condor will share the drilling data with our geophysical subconsultant. The drilling results will be used to correlate the geophysical data with the actual encountered ground conditions in the borings. The geophysicist will prepare a draft report.

We will compile the various data and schedule a meeting with SSJID/OID personnel to present the following:

- Core logs
- Updated site plan showing the boring locations and geophysical survey locations
- Laboratory test reports (if available)
- Draft geophysics report
- Updated tunnel profile and cross sections with interpreted geologic contacts along the tunnel alignment
- Updated portal configurations with interpreted subsurface geologic conditions

During the meeting, Condor will discuss primary tunnel design and construction issues based on our data evaluation.

Task 2F – Groundwater Level Monitoring

Under Task 2F, Condor will return to the site on up to two occasions to retrieve the groundwater level data from the data loggers. We will update our Preliminary Geologic Data Report with the new groundwater level data.

Task 3 – 60 Percent Design

Coincident with the first phase of subsurface investigation and prior to scheduling the drilling fieldwork near the upstream portal, Condor will perform preliminary analyses of the upstream portal alternatives. Our preliminary analyses will focus on evaluating three upstream portal alternatives: one upstream and one downstream of the existing canal diversion headwall, and one upstream of the dam. The analysis will



consider several factors including risks related to potential slope failures above the dam and risk mitigation, canal diversion operations, access for maintenance, and estimated construction costs. We will present our initial findings and solicit SSJID/OID input at a meeting, and reevaluate the upstream portal subsurface investigation scope as necessary.

After the subsurface investigation and laboratory testing is complete, Condor and our specialty tunnel construction subconsultants will compile and evaluate the retrieved data and information. Our work will include updating the current tunnel design drawings to include the additional subsurface data, portal shoring wall design, and preliminary tunnel and portal wall details. We will also update the construction cost estimate that was provided as part of the previous 30 percent exploration and design phase.

Condor will include a preliminary plan and design for reestablishing SSJID water service that is currently provided by the Ram Pump. The plan will be intended for SSJID to present to the landowners.

The exploration data accumulated during the 60 percent effort will be added to the preliminary Geologic Data Report (GDR) prepared during the 30 percent design work. We anticipate that the GDR will be nearly complete at that point, unless additional exploration work is needed after the 60 percent design work. The 60 percent work will also include initial scoping of the Geotechnical Baseline Report (GBR). The GBR is a construction contract document, and it is appropriate to prepare this document during the 90% design effort. Including an outline in the 60% effort is intended to introduce the GBR concept to SSJID (GBRs are standard practice in the tunneling business to manage owners' risk). The GBR specifies the ground conditions that the construction contractor will assume for his bid and contract purposes; the GBR includes geologic data interpretations and forms the basis for any Differing Conditions Change Orders or Claims by the contractor. The GDR is a factual report that includes all of the exploration data and is typically a reference document to the construction contract.

Condor deliverables under this task will consist of updated reports and drawings, including:

- Conceptual design plan and drawings for reestablishing SSJID water service to replace the Ram Pump
- Canyon Tunnel 60 Percent Design Report
- Updated Canyon Tunnel Geologic Data Report
- Preliminary Geotechnical Baseline Report Outline
- 60 Percent Design Drawings
- Updated Engineer's Opinion of Probable Construction Costs

We anticipate providing an updated Engineer's Opinion of Probable Construction Costs that includes separate cost estimates for conventional tunneling methods (e.g. roadheader) and Tunnel Boring Machine (TBM) method.

Condor's team will meet with SSJID/OID staff to present the deliverables and discuss our preliminary designs. We will assist SSJID in evaluating options, develop a scope of services for design work for the 90 percent design phase, solicit SSJID/OID input, and prepare a proposal for Condor's services for the 90 percent design phase. Condor will present the findings of the 60 percent design effort and the proposal for 90 percent design services to the Board of Directors.



FEE ESTIMATE

The attached Table 1 presents an itemized and approximate breakdown of our fee estimate by task. A summary of fee estimate by task follows:

| | |
|--|--------------------|
| Task 1 – Survey and Geologic Mapping | \$65,147 |
| Task 2 – Subsurface Investigation | \$820,280 |
| Task 3 – 60 Percent Design | \$102,894 |
| 5% Contingency | <u>\$49,416</u> |
| Total Fee Estimate with Contingency | \$1,037,737 |

Condor will charge our fees on a time-and-expense basis according to the attached Schedule of Fees.

If we mutually agree that the project needs engineering work from Condor that is beyond our scope of work, we will perform such work on a time-and-expense basis in addition to our estimated fee.

Condor's Schedule of Fees is subject to change over time. Condor's fee estimate is valid for 120 days following the date of this Proposal. After this time, we should review and update our estimate, as necessary.

SCHEDULE

The attached Project Schedule – Gantt chart shows just over 1 year from Notice-to-Proceed to 60 percent documentation deliverables. Many of the dates used for the schedule are tentative due to weather conditions and subconsultant/subcontractor availability. Condor will update our schedule as the project progresses.

Following fieldwork planning activities, we anticipate beginning survey and geologic mapping fieldwork (Task 1) within 4 or 5 weeks following your authorization to proceed, pending site access and weather conditions.

The subsurface investigation will occur in two separate phases:

- Geophysical survey and drilling fieldwork above the tunnel alignment and at the downstream portal will occur over an approximately 14-week long period beginning June 2020, including 2 weeks for geophysical survey work and 12 weeks for drilling fieldwork
- Drilling fieldwork near the upstream portal area will occur over an approximately 3-week long period beginning in November 2020

We anticipate that laboratory testing and data compilation (Task 2E) will require approximately 8 to 10 weeks to complete following the completion of the second phase of drilling fieldwork. We will perform groundwater level monitoring (Task 2F) intermittently after the piezometers are installed and anticipate piezometer installation being completed in September 2020.

We will schedule a meeting with SSJID/OID personnel and our specialty subconsultants at our Sonora or Jamestown office to view the retrieved core samples collected in our November drilling efforts in December 2020. Preparation of 60 percent design documents should be completed within 90 days following our meeting with SSJID/OID personnel tentatively scheduled for December 2020.



TERMS AND AUTHORIZATION

Please authorize our work by sending Condor a contract that incorporates the proposed scope of services, assumptions and fee estimate contained in this Proposal. We will review the contract terms and negotiate revisions, if required.

CLOSURE

Condor appreciates the opportunity to submit this Proposal and we look forward to working for you on this project. Please contact us if you have any questions.

Sincerely,

CONDOR EARTH



Scott W. Lewis, CEG No. 1835
Principal Tunneling Consultant



Andrew S. Kositsky, GE No. 2532
Senior Geotechnical Engineer



Kyle White, CEG No. 2725
Associate Tunnel Geologist

Attached: Figure 1 – 60% Design Exploration Plan
Table 1 – Fee Estimate
Project Schedule – Gantt chart
Prevailing Wage Schedule of Fees

X:\Project\4000_prj\4320 SSJID\4320F1 Canyon Tunnel 60%\Contracts_Proposals_CEP 20200409 SSJID Canyon Tunnel 60 Percent Design.docx



| ID | Task Name | Duration | Start | Finish | March | May | July | September | November | January | March | May |
|----|---|-----------|--------------|--------------|--------|-----|------|-----------|----------|---------|-------|-----|
| 1 | 60% Proposal Final | 1 day | Thu 4/9/20 | Thu 4/9/20 | ◆ 4/9 | | | | | | | |
| 2 | Presentation to Board of Directors | 1 day | Thu 4/16/20 | Thu 4/16/20 | ◆ 4/16 | | | | | | | |
| 3 | Notice to Proceed | 1 day | Tue 5/5/20 | Tue 5/5/20 | ◆ 5/5 | | | | | | | |
| 4 | Task 1 - Survey and Geologic Mapping | 6.6 mons | Mon 5/11/20 | Tue 11/10/20 | | | | | | | | |
| 5 | Task 1A - Survey Fieldwork | 3 wks | Mon 5/11/20 | Fri 5/29/20 | | | | | | | | |
| 6 | Field Trip 1 - Tunnel Align/Drone/25 Acre | 1 day | Mon 9/7/20 | Mon 9/7/20 | | | | | | | | |
| 7 | Field Trip 2 - Map locations post drilling | 1 day | Mon 11/2/20 | Mon 11/2/20 | | | | | | | | |
| 8 | Field Trip 3 - US Portal | 1 day | Wed 5/27/20 | Fri 5/29/20 | | | | | | | | |
| 9 | Task 1B - Geologic Mapping | 3 days | Mon 6/1/20 | Tue 6/2/20 | | | | | | | | |
| 10 | Field Mapping | 2 days | Mon 11/9/20 | Tue 11/10/20 | | | | | | | | |
| 11 | Test Pits with SSJID Crew | 2 days | Mon 4/20/20 | Thu 3/11/21 | | | | | | | | |
| 12 | US Portal post-grub (from maintenance work) | 11.7 mons | Mon 4/20/20 | Thu 3/11/21 | | | | | | | | |
| 13 | Task 2 - Subsurface Investigation | | | | | | | | | | | |
| 14 | Task 2A - Coordinate & Evaluate Fieldwork | | | | | | | | | | | |
| 15 | Work Plan | 2 wks | Mon 4/20/20 | Fri 5/1/20 | | | | | | | | |
| 16 | Site Safety Plan | 2 wks | Mon 4/20/20 | Fri 5/1/20 | | | | | | | | |
| 17 | Permits | 1 mon | Mon 4/20/20 | Fri 5/15/20 | | | | | | | | |
| 18 | Project Meeting (prior to US Portal drilling) | 1 day | Fri 10/16/20 | Fri 10/16/20 | | | | | | | | |
| 19 | Task 2B - Geophysics | | | | | | | | | | | |
| 20 | Fieldwork for TEM and Refraction | 2 wks | Mon 6/8/20 | Fri 6/19/20 | | | | | | | | |
| 21 | Refraction Report | 3 wks | Mon 6/22/20 | Fri 7/10/20 | | | | | | | | |
| 22 | TEM Data Report | 1 mon | Mon 6/22/20 | Fri 7/17/20 | | | | | | | | |
| 23 | TEM Final Report | 1 mon | Mon 10/26/20 | Fri 11/20/20 | | | | | | | | |
| 24 | Task 2C - Drilling | | | | | | | | | | | |
| 25 | 8 Cores Tunnel Alignment | 8 wks | Mon 7/20/20 | Fri 9/11/20 | | | | | | | | |
| 26 | 3 cores DS Portal | 6 days | Mon 9/14/20 | Mon 9/21/20 | | | | | | | | |
| 27 | Install GW Data Loggers | 1 day | Tue 9/22/20 | Tue 9/22/20 | | | | | | | | |
| 28 | 2 Cores US Portal | 8 days | Mon 11/2/20 | Wed 11/11/20 | | | | | | | | |
| 29 | 1 Core Helicopter | 3 days | Mon 11/9/20 | Wed 11/11/20 | | | | | | | | |
| 30 | Deliver cores to SSJID storage container | 2 days | Mon 2/1/21 | Tue 2/2/21 | | | | | | | | |
| 31 | Task 2D - Core Review and Lab Testing | | | | | | | | | | | |
| 32 | Meeting | 1 day | Mon 10/5/20 | Mon 10/5/20 | | | | | | | | |
| 33 | Ship samples to outside labs (1st drilling) | 1 day | Fri 10/9/20 | Fri 10/9/20 | | | | | | | | |
| 34 | Lab Reports (1st drilling) | 6 wks | Mon 10/12/20 | Fri 11/20/20 | | | | | | | | |
| 35 | Ship samples to outside labs (2nd drilling) | 1 day | Fri 12/4/20 | Fri 12/4/20 | | | | | | | | |
| 36 | Lab Reports (2nd drilling) | 4 wks | Mon 12/7/20 | Fri 1/1/21 | | | | | | | | |
| 37 | Task 2E - Data and Reporting | | | | | | | | | | | |
| 38 | Meeting | 1 day | Mon 10/5/20 | Mon 10/5/20 | | | | | | | | |
| 39 | Condor send data to Geophysic | 1 day | Mon 10/26/20 | Mon 10/26/20 | | | | | | | | |
| 40 | Compile all data (lab and both drilling) | 10 wks | Fri 1/1/21 | Thu 3/11/21 | | | | | | | | |
| 41 | Task 2F - Groundwater Level Monitoring | | | | | | | | | | | |

Project: SSJID 60% Design Schedu
Date: Thu 4/9/20

Task: Task
Split: Split
Milestone: Milestone
Summary: Summary

Project Summary: Project Summary
External Tasks: External Tasks
External Milestone: External Milestone
Inactive Task: Inactive Task

Inactive Milestone: Inactive Milestone
Manual Summary: Manual Summary
Manual Task: Manual Task
Duration-only: Duration-only

Manual Summary Rollup: Manual Summary Rollup
Start-only: Start-only
Finish-only: Finish-only

Deadline: Deadline
Progress: Progress

| ID | Task Name | Duration | Start | Finish | March | May | July | September | November | January | March | May |
|----|---------------------------------------|----------|--------------|--------------|-------|-----|------|-----------|----------|---------|-------|-----|
| 42 | Site visit 1 readings | 1 day | Mon 9/28/20 | Mon 9/28/20 | | | | | | | | |
| 43 | Site visit 2 readings | 1 day | Mon 11/16/20 | Mon 11/16/20 | | | | | | | | |
| 44 | Task 3 - 60% Design | | | | | | | | | | | |
| 45 | Upstream Portal Alternatives Analysis | 21 days | Fri 7/10/20 | Fri 8/7/20 | | | | | | | | |
| 46 | US Portal Meeting | 1 day | Thu 8/20/20 | Thu 8/20/20 | | | | | | | | |
| 47 | Meeting review November drilling | 1 day | Wed 12/16/20 | Wed 12/16/20 | | | | | | | | |
| 48 | Design Report | 90 days | Thu 12/17/20 | Wed 4/21/21 | | | | | | | | |
| 49 | Data Report | 90 days | Thu 12/17/20 | Wed 4/21/21 | | | | | | | | |
| 50 | Design Drawings | 90 days | Thu 12/17/20 | Wed 4/21/21 | | | | | | | | |
| 51 | Construction Cost Estimate | 90 days | Thu 12/17/20 | Wed 4/21/21 | | | | | | | | |
| 52 | Meeting | 1 day | Wed 3/17/21 | Wed 3/17/21 | | | | | | | | |
| 53 | Proposal for 90% Design | | | | | | | | | | | |
| 54 | Draft Proposal | 6 days | Fri 4/23/21 | Fri 4/30/21 | | | | | | | | |
| 55 | Final Proposal | 6 days | Mon 5/3/21 | Mon 5/10/21 | | | | | | | | |
| 56 | Board Meeting Presentation | 1 day | Thu 5/20/21 | Thu 5/20/21 | | | | | | | | |



Project: SSJID 60% Design Schedule
Date: Thu 4/9/20

Legend:

- Task: Solid blue bar
- Split: Dashed blue bar
- Milestone: Diamond symbol
- Summary: Thick black bar
- Project Summary: Blue bar with arrow
- External Tasks: Dotted blue bar
- External Milestone: Diamond symbol
- Inactive Task: Thin blue bar
- Inactive Milestone: Diamond symbol
- Inactive Summary: Thin black bar
- Manual Summary Rollup: Blue bar with arrow
- Manual Summary: Thick black bar
- Start-only: Blue bar with arrow
- Finish-only: Thin blue bar
- Deadline: Thin black bar
- Progress: Thick black bar

**CONDOR EARTH
PREVAILING WAGE SCHEDULE OF FEES
2020**

| <u>STAFF MEMBER</u> | <u>RATE PER HOUR (\$)</u> |
|---|---------------------------|
| PRINCIPALS/PROJECT MANAGEMENT | |
| Senior Principal..... | 240.00 |
| Principal Tunneling Consultant..... | 230.00 |
| Principal Engineer/Geologist..... | 215.00 |
| Project Director..... | 205.00 |
| Construction Manager..... | 200.00 |
| Project/Senior Manager..... | 180.00 |
| TECHNICAL | |
| Senior Geotechnical Engineer..... | 205.00 |
| Certified Hydrogeologist/Engineering Geologist..... | 195.00 |
| Senior Geologist/Engineer/Environmental Specialist..... | 185.00 |
| Unmanned Aerial System (UAS) Specialist..... | 150.00 |
| Resident Construction Inspector..... | 150.00 |
| Associate Geologist/Engineer/Environmental Specialist..... | 150.00 |
| Staff Geologist/Engineer/Environmental Specialist..... | 135.00 |
| Field Environmental Specialist (Group 2)..... | 135.00 |
| Engineering Assistant..... | 110.00 |
| Draftsperson..... | 100.00 |
| MATERIALS TESTING* | |
| Material Technician (Group 1**).. | 140.00 |
| Material Technician (Group 2**).. | 135.00 |
| Material Technician (Group 3**).. | 130.00 |
| Material Technician (Group 4**).. | 125.00 |
| MTSI Project/Laboratory Manager..... | 125.00 |
| Senior Materials Technician (non-PW)..... | 95.00 |
| SUPPORT STAFF | |
| Senior Project Administrator..... | 130.00 |
| Administrative Specialist..... | 105.00 |
| Project Coordinator..... | 105.00 |
| Technical Editor..... | 77.00 |
| Administrative Assistant..... | 72.00 |
| MISCELLANEOUS | |
| Overtime (all Saturday work is overtime)..... | (1.3 times rate) |
| Double-time (all Sundays and Holidays)..... | (1.7 times rate) |
| Shift Pay*** (Night Shift)..... | (1.3 – 1.7 times rate) |
| Litigation Support..... | 300.00 – 400.00 |
| NON-LABOR CHARGES | |
| Vehicle Charge:..... | \$85 per day |
| Laboratory Charges per Condor Laboratory Fee Schedule | |
| Billable Field Equipment per Condor Billable Field Equipment Schedule | |
| OUT-OF-POCKET EXPENSES | |
| Billed at cost plus 10% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc. | |



CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS

| <u>Group 1</u> | <u>Group 2</u> | <u>Group 3</u> | <u>Group 4</u> |
|-----------------------|------------------------------------|-----------------------|-----------------------|
| ASNT Level II-III | AWS-CWI | Geotechnical Driller | ACI |
| DSA Masonry | ICC Certified Structural Inspector | Soils/Asphalt | Drillers Helper |
| DSA Shotcrete | NICET Level III | Earthwork Grading | ICC Fireproofing |
| Lead Inspector | Shear Wall/Floor System | Excavation and | Proofload |
| NICET Level IV | Inspector | Backfill | Testing |
| NDT Level Two | Building/Construction Inspector | NICET Level II | Torque Testing |
| | | | NDT Level One |

**California Prevailing Wage increase effective July 1, 2020 for Group 1 and Group 2 (All Shifts) of \$3.45; Group 3 of \$2.58; Group 4 of \$1.84. Condor bill rates for these staff types will increase by these amounts on the effective date.

***Shift Pay: A night shift is a shift which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.





AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF MAY 5, 2020

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 9
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE RESOLUTION ACCEPTING THE MEMORANDUM OF UNDERSTANDING WITH THE OPERATING ENGINEERS LOCAL UNION NO. 3 BARGAINING GROUP EFFECTIVE JANUARY 1, 2020

RECOMMENDED ACTION: Adopt the Resolution Accepting the Memorandum of Understanding with the Operating Engineers Local Union No. 3 Bargaining Group Effective January 1, 2020

BACKGROUND AND/OR HISTORY:

At the November 19, 2019 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:

- Three (3) year contract effective January 1, 2020 through December 31, 2022
- Cost of living adjustments
 - Three and a half percent (3.5%) effective January 5, 2020 and January 3, 2021
 - Three percent (3.0%) effective January 2, 2022
- Equity adjustments as proposed
- Health insurance rates as approved by the Board on November 19, 2019
- Dental and vision insurance rates as approved by the Board on August 20, 2019

Per Board Policy, a Board approved resolution is required to adopt the MOU. The MOU has been approved by the Operating Engineers Local Union No. 3 Bargaining Group and is being circulated for signature. A fully executed copy will be provided once executed.

FISCAL IMPACT: Under Board approved budget

ATTACHMENTS:

- Operating Engineers Local Union No. 3 Memorandum of Understanding
 - Resolution 2020-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
BETWEEN THE
OAKDALE IRRIGATION DISTRICT
AND ITS
OPERATIONS EMPLOYEES

January 1, 2020
Through
December 31, 2022

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**MEMORANDUM OF UNDERSTANDING WITH
OPERATIONS' EMPLOYEES
OF THE OAKDALE IRRIGATION DISTRICT**

JANUARY 1, 2020 through DECEMBER 31, 2022

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 Operations Employee's Unit 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, which require continuous operation. 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 RECOGNITION

The District formally recognized the Operations Employee's Unit as the exclusive recognized Unit pursuant to Section 3501(b) of the California Government Code with respect to wages, hours and other terms and conditions of employment for all Operations and Distribution System Operators (DSOs) classifications.

SECTION 2 COMPENSATION

2.1. Wage Increases

2.1.1. Base Wage Adjustment (Cost of Living Adjustment)

Cost of Living wage increases effective at the beginning of the following pay periods, and as described in Appendix "A":

| | |
|-----------------|------|
| January 5, 2020 | 3.5% |
| January 3, 2021 | 3.5% |
| January 2, 2022 | 3.0% |

2.1.2 Base Wage Adjustment (Equity Pay Adjustment)

Equity pay increase in wages effective in the pay period beginning January 5, 2020 in the following classifications, and as described in Appendix "A":

| | |
|----------------------------|---|
| SCADA Serviceman | 2.5% |
| SCADA Technician | 5% |
| Water Utilities Serviceman | 5% |
| Warehouseman | Match Construction & Maintenance Worker |

2.1.3. Pipe Crawling Pay

- (a) Pipe crawling pay is only available to Construction & Maintenance, and Distribution System Operators / Construction & Maintenance Worker classifications.
- (b) Construction & Maintenance Leadman will be paid a hazard stipend of \$5.00 for each pipe crawl confined space entry ticket performed during the day.
 - i. Stipend is for "inspection" purposes only.

2.2 Wages - General

2.2.1. A list of job classifications and applicable rates of compensation is maintained on file in the District's office.

2.2.2. Employees will be paid the wage established for their job classification. A list of job classifications and applicable wage rates is set forth in Appendix "A" attached.

2.2.3. Unless otherwise agreed upon in writing, at the time of the offer for employment or promotion, all employees shall be entitled to a longevity step wage increase as follows:

- (a) A starting wage at 80% (Step 1) of the "Base Wage" for the classification during the probationary period.
- (b) A wage at 85% (Step 2) of the "Base Wage" for the classification upon completion of the probationary period.
- (c) A wage at 90% (Step 3) of the "Base Wage" for the classification following the completion of 6 months continuous service after the conclusion of one's probationary period in the classification.
- (d) A wage of 95% (Step 4) of the "Base Wage" for the classification following the completion of 12 months continuous service after the conclusion of one's probationary period in the classification.
- (e) The "Base Wage" 100% (Step 5) for the classification following the completion of 18 months continuous service after the conclusion of one's probationary period in the classification.

2.2.4. When an employee's classification is changed to a lower paid classification as the result of a classification study or other actions other than performance or discipline, the employee may be placed on a "Y" rate. A "Y" rate means that the hourly compensation for the employee shall remain in effect until such time as further changes in the pay range of the new classification exceeds the "Y" rate. During the probationary period of a promoted employee, if the employee is found to not have the necessary skills to perform in the new position he/she will be placed on a "Y" Rate Schedule and reassigned as determined by the District.

(Section 2.2.4. is also contained in the 2015 PP&P'S Section 5.204)

2.3 Hours – Distribution System Operators (DSO)

2.3.1 During the irrigation season, the workweek for DSOs working the day shift commences at noon on Friday and ends on the following Friday at noon. DSOs will work a schedule consisting of seven (7) consecutive days of work followed by seven (7) consecutive days off. The normal work day shall consist of 11.5 hours, with an unpaid one-half hour lunch to be taken daily at 11:30 a.m. As set forth below, the DSOs will work a schedule which consists of one forty (40) hour workweek and one forty and one-half (40.5) hour workweek, of which one-half hour is compensated at time and one-half. The DSO shall then have seven (7) consecutive days off.

- (a) The DSO's schedule for workweek one (1) shall commence at 6:00 a.m. on Tuesday and shall conclude at 12:00 Noon on Friday.

- i. On Tuesday through Thursday of workweek one (1), the DSO shall commence work at 6:00 a.m. and conclude at 6:00 p.m., with an unpaid one-half hour lunch from 11:30 a.m. until 12:00 Noon.
 - ii. On Friday of workweek one (1), the DSO shall commence work at 6:00 a.m. and conclude at 12:00 Noon, with an unpaid one-half hour lunch from 11:30 a.m. until 12:00 Noon.
- (b) Workweek two (2) shall commence at 12:00 Noon on Friday and shall conclude at 6:00 p.m. on Monday.
- i. On Friday of workweek two (2), the DSO shall commence work at 12:00 Noon and conclude at 6:00 p.m.
 - ii. On Saturday through Monday of workweek (2), the DSO shall commence work at 6:00 a.m. and conclude at 6:00 p.m., with an unpaid one-half hour lunch from 11:30 a.m. until 12:00 Noon.
- (c) Following the conclusion of workweek (2), the DSO shall have off Tuesday through Monday.

2.3.2 During the irrigation season, the workweek for DSOs working the night shift commences at 11:30 p.m. on Friday and ends on the following Friday at 11:30 p.m. DSOs will work a schedule consisting of seven (7) consecutive days of work followed by seven (7) consecutive days off. The normal work day shall consist of 11.5 hours, with an unpaid one-half hour lunch to be taken daily at 11:00 p.m. As set forth below, the DSOs will work a schedule which consists of one forty (40) hour workweek and one forty and one-half (40.5) hour workweek, of which one-half hour is compensated at time and one-half. The DSO shall then have seven (7) consecutive days off.

- (a) The DSO's schedule for workweek one (1) shall commence at 5:30 p.m. on Tuesday and shall conclude at 11:30 p.m.
- i. On Tuesday through Thursday of workweek one (1), the DSO shall commence work at 5:30 p.m. and conclude at 5:30 a.m., with an unpaid one-half hour lunch from 11:00 p.m. until 12:00 a.m.
 - ii. On Friday of workweek one (1), the DSO shall commence work at 5:30 p.m. and conclude at 12:00 a.m., with an unpaid one-half hour lunch from 11:00 p.m. until 12:00 a.m.
- (b) Workweek two (2) shall commence at 12:00 a.m. on Friday and shall conclude at 5:30 a.m. on Monday.
- i. On Friday of workweek two (2), the DSO shall commence work at 12:00 a.m. and conclude at 5:30 a.m. on Saturday.

- ii. On Saturday through Monday of workweek (2), the DSO shall commence work at 5:30 p.m. and conclude at 5:30 a.m., with an unpaid one-half hour lunch from 11:00 p.m. until 12:00 a.m.
- (c) Following the conclusion of workweek (2), the DSO shall have off Tuesday through Monday.

2.3.3. The District and the Operations Employees Bargaining Unit agree to utilize an Alternative Work Schedule (AWS) of four consecutive ten-hour days, without payment of overtime as long as the employees do not work more than forty (40) hours in a seven-day period that constitutes the workweek.

- (a) In the event a holiday falls on a scheduled ten (10) hour work day, the employee will be paid eight (8) hours holiday pay and may elect to supplement the remaining two (2) hours with vacation or floater holiday pay.
- (b) 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.
- (d) AWS schedule, other than the aforementioned AWS schedule, may be requested either by the District or the employees, provided that the District and the Union Meet and Confer over the impacts of such a change.

(Section 2.3.3 is also contained in the 2015 PP&P'S Section 5.301.)

2.4 Overtime

2.4.1. Overtime, for DSOs classifications, is defined as:

- (a) Time worked in excess of forty (40) hours in a normal work week.
- (b) Time worked on a non-work day.
- (c) A minimum 15-minutes of overtime pay for an off-duty DSO when an on-duty DSO calls that off-duty DSO at home for assistance. These calls require the approval of a Supervisor **prior** to the call being made.

2.4.2. Overtime for Operations, Clerical and Technical classifications, is defined as:

- (a) Time worked in excess of eight (8) hours per day or forty (40) hours per week; or
- (b) If on an alternative work schedule, for any work in excess of the regularly scheduled hours in any work day or beyond forty (40) hours per week.

2.4.3. Overtime must be approved by the General Manager, Department Head, or Supervisor and will be computed to the nearest one-quarter (1/4) hour. All employees will be expected to work overtime under specific circumstances, which shall be defined by the Department Head. Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

2.4.4. Overtime Compensation will be paid at a rate one and one-half (1-1/2) times the regular rate of pay.

2.4.5. Overtime Criteria. Overtime will be distributed as equally as is practicable among those employees who are qualified and available.

(Sections 2.4.2. through 2.4.5. is also contained in 2015 PP&P'S Section 5.305.)

2.5 Temporary Assignment

2.5.1. If an Employee is temporarily assigned to the full duties and responsibilities of a higher classification, he/she will be paid a higher rate for the entire period worked in the higher classification. A Temporary Job Classification Assignment Request form must be submitted and approved in writing and in advance.

2.5.2. Construction & Maintenance ("C & M") wages will be paid when DSOs are assigned to perform C & M work utilizing the "Temporary Job Classification Assignment" form.

2.6 Call Back/Rest Period

2.6.1. "Call-Back." Employees shall be entitled to a minimum of two hours pay at the appropriate overtime rate whenever they are called back to perform work after being released to go home upon the conclusion of a work shift or when called to work when they are normally off-duty.

In addition, any employee called in, or scheduled to work an entire shift on their normally scheduled day off, will be compensated at one and one half (1 ½) times the regular rate of pay for the entire shift.

(Section 2.6 is also contained in 2015 PP&P'S Section 5.308.)

2.6.2. "Meal and Rest Periods."

- (a) Meal Periods: Employees working in a "DSOs" classification shall take an unpaid meal break not to exceed thirty (30) minutes long during their work shift. Such meal breaks shall be scheduled at 11:30 a.m. for the day shift and 11:00 p.m. for the night shift.
- (b) Rest Periods: DSOs are permitted one rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period and each break shall not exceed fifteen (15) minutes.

(Section 2.6.2.(b) is also contained in 2015 PP&P'S Section 5.302 II.)

2.7 Jury Duty

Documented time off without loss of pay (up to four (4) weeks) shall be granted to full-time and seasonal employees called for jury duty. A full-time or seasonal employee required to serve on jury duty shall be paid the difference between his/her regular pay and the amount of the jury fee received for such duty. For the purpose of this calculation, the jury fee does not include any mileage allowance. Employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

(Section 2.7 is also contained in 2015 PP&P'S Section 5.810.)

2.8 Payroll Deductions

2.8.1 The District will provide for payroll deduction of the following amounts in addition to the normal federal and state tax withholdings and benefit payments required by law:

- (a) Amounts designated by employees to be deposited in the District Deferred Compensation Plan.
- (b) The District will make the following deductions from an employee's earnings:
 - i. Medical and dental insurance contributions
 - ii. Union dues (as authorized by the employee)
 - iii. Other deductions agreed upon in writing by the employee
- (c) Appropriate sums shall be withheld from the paychecks of District employees for:

- i. Federal Income Tax (Withhold Tax)
- ii. State Income Tax
- iii. Social Security (F.I.C.A.)
- iv. State Disability Insurance (S.D.I.)

(Section 2.8.1. is also contained in 2015 PP&P.)

2.8.2. The Union may have the regular dues of its members within the represented unit deducted from employees' paychecks in accordance with Government Code section 1157.12. The Union has the exclusive privilege of dues deduction for its members.

- (a) Amounts deducted and withheld by the District shall be transmitted to the officer designated in writing by the union as the person authorized to receive such funds, at the address specified.
- (b) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in pay status during that pay period. In the case of an employee who is in non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made.
- (c) If an employee is promoted to a position, which is represented by another employee organization or to an unrepresented unit, membership dues for the former unit will not be deducted from the employee's paycheck by the District.
- (d) Indemnity and Refund. The Union shall indemnify and hold harmless the District, its Board Members and Employees from and against any and all loss, damages, costs, expenses, claims, attorney's fees, demands, actions, suits, judgments, penalties and any other proceedings arising directly or indirectly out of any deductions from an employee's paycheck for dues, service fees, or premiums for benefits paid to or otherwise delivered to the Union. The Union expressly agrees to defend the District, its Board Members and Employees upon the District's request, in any actions or proceedings brought against the District in connection with any deductions from an employee's paycheck for dues, service fees, or premiums for benefits paid to or otherwise delivered to the Union. The Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

- (e) Enforcement/Severability. In the event that any provision of this article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the District will cease abiding by such provision.

2.9 Retirement

2.9.1 CalPERS. 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. Any modifications to the existing retirement plan, or changes involving underwriters affecting District contribution, are subject to future negotiations.

2.9.2 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) On January 1, 2015 CalPERS' Classic Plan Employees began paying an additional 1% of the employee's contribution; and
- (e) On January 1st of each subsequent year thereafter, the employee began paying an additional 1% of the employee's contribution until the employee's maximum contribution of 7% was reached (January 2020).

2.9.3 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.

2.9.4. Deferred Compensation – 457 Plan. The District affords the opportunity for its employees, at their own expense, to invest in a 457 deferred compensation retirement plan. The District, at its sole discretion, has contracted with two (2) separate deferred compensation plan providers. Employees may elect to invest with either plan provider.

Effective January 1, 2007, the District will make a matching contribution equal to the amount contributed by that employee up to a maximum of one percent (1%) of the annual salary of an employee that elects to contribute to a 457 deferred compensation plan through District payroll deductions. Employees may use .5% of the 1% employer matching contribution to reduce the employee's insurance premium contribution.

2.9.5 Retirement Health Savings Program. All employees covered under this MOU are required to participate in a Retirement Health Savings Program (RHS). At the time of retirement, contributions will be made to the RHS using the employee's accrued sick leave time and will be contributed to the RHS as follows:

- (a) The first ninety (90) days at the 25% value to be contributed to the RHS Program. This is mandatory for each employee. (See section 4.2.3 Sick Leave at Retirement)

2.10 Mandatory Direct Deposit

The employees covered by this MOU are required as a condition of employment to enroll in direct deposit for the payment of wages.

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 5.901 of the District's 2015 PP&P's. The District's health, dental, and vision insurance contribution caps are:

| Monthly Premium | HEALTH INSURANCE | DENTAL INSURANCE | VISION INSURANCE | TOTAL CAP |
|------------------------|-------------------------|-------------------------|-------------------------|------------------|
| Employee Only | \$407.83 | \$35.35 | \$20.19 | \$463.37 |
| Employee + 1 | \$860.51 | \$73.84 | \$20.19 | \$954.54 |
| Employee + 2 or more | \$1,231.63 | \$135.03 | \$20.19 | \$1,486.85 |

As an option for employees, the District will provide an alternative core Plan 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 insurance package. The benefits in the alternative core plan may vary from those benefits available under other District plans.

3.1.2. Employees covered by this MOU will be covered by the District's Long Term Disability policy as provided by, and subject to, the provisions of Section 5.901 VI of the District's 2015 PP&P's.

3.1.3 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 State Disability Insurance

3.2.1. "State Disability Insurance" payments are available to employees who cannot work because of sickness or injury not job related.

- (a) When an employee is off work and is receiving SDI benefits, payments made by SDI may be supplemented up to the base wage entitlement of that employee.
- (b) Premium costs for providing SDI coverage shall be deducted from the regular earnings of District employees.
- (c) An employee covered by SDI shall continue to receive normal paychecks to the extent that accumulated sick leave is available for such payment. The District will draw a payroll check for the difference between the employee's regular pay and that amount received from SDI to the extent that accumulated sick leave is available, and when authorized by the employee, the District will use vacation days.

(Section 3.2 is also contained in 2015 PP&P'S Section 5.806.)

3.3 Workers' Compensation

3.3.1. Employees are responsible for reporting job-incurred illness or injury to their supervisor on later than the end of the shift in which the injury occurred. An employee who is absent from work by reason of injury or illness covered by workers' compensation shall continue in paid status under the following provisions:

3.3.2. Industrial Injury: When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Workers' Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available, and when authorized by the employee, vacation days.

3.3.3. During the time the employee is in "paid status" while absent from work by reason of injury or illness covered by Workers' Compensation, he/she shall continue to accrue all benefits. For the purposes of this section, "paid status" shall include that period of time during which the District coordinates benefits; i.e.; that period of time during which sick leave and vacation days are used to supplement employee earnings. Once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid by the employee. An employee who is on Workers Compensation leave and has exhausted all accruals, will not accrue vacation and sick leave.

(Section 3.3 is also contained in 2015 PP&P'S Section 5.805.)

3.4 Availability of Plans

Copies of the above health and welfare plans are on file at the District office and brochures are available to covered employees.

(Section 3.4 is also contained in 2015 PP&P'S Section 5.901.)

3.5 Life Insurance

Life Insurance coverage will be provided for all eligible employees. The term "Life Insurance" shall be identified to mean Twenty Thousand Dollars (\$20,000) of term life insurance for operations 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.

3.6 Long Term Disability

3.6.1. Long Term Disability is defined as an employee's status reached if, during any year of employment, an employee because of ill health, physical or mental disability, or for other causes beyond his/her control, shall have been continuously unable or unwilling or have failed to perform his/her duties for which hired for eighty-nine (89) consecutive days; or if, during any year of employment, he shall have been unable or unwilling or have failed to perform his/her duties for ninety (90) days, whether consecutive or not. For the purpose of this section, "any year of employment" shall mean any period of twelve (12) consecutive calendar months.

3.6.2. Upon entering the "Long Term Disability" status, an employee may use accrued vacation and/or sick leave sufficient to pay premiums as set by the District for the continuation of health, dental and vision coverage.

3.6.3. While an employee is on "Long Term Disability" status, vacation, holidays, and sick leave accruals will no longer accrue.

(Section 3.6 is also contained in 2015 PP&P'S Section 5.901.)

3.7 Employee Assistance Program (EAP)

The District will offer at no cost to the employee an Employee Assistance Program (EAP) chosen by the District. The EAP offers information, consultation, and counseling for employees and their immediate family members for issues related to financial or legal problems, family or workplace violence, alcohol and drug abuse, and other areas as well.

(Section 3.7 is also contained in 2015 PP&P'S Section 5.901.)

SECTION 4 LEAVES/HOLIDAYS

4.1 Vacation

4.1.1. The annual vacation is intended to provide the full-time employee with a period for rest and relaxation. The scheduling of vacations shall be specified to suit the convenience of the District operations. All long vacations must be scheduled a minimum of two weeks before the date of departure subject to Section 4.1.5. of this MOU. For vacations of 3 consecutive days, only 2 working days' notice need be given. Vacations of 2 consecutive days or less must be scheduled 24 hours in advance. Under special circumstances, the Departmental Head may waive these notice requirements upon receiving the General Manager's approval.

4.1.2. "Schedule of Benefits." Vacation days earned shall be based on the following schedule of benefits for each year of continuous service accrued from the date of hire and may be taken after completion of one's probationary period.

Schedule of Benefits:

| <u>Employment Anniversary</u> | <u>Days of Annual Vacation Accrued</u> |
|-------------------------------|--|
| 1st to 5th year | 10 |
| 6th to 12th year | 15 |
| 13th to 19th year | 20 |
| 20 years and over | 25 |

- (b). Operation Employees, excluding the clerical and technical unit can bank up to eighty (80) hours of overtime (one hundred twenty (120) hours regular pay comp. time) at the equivalent of one and one-half (1½) times regular pay for future use.
- (c) Clerical and technical employees may bank up to thirty (30) hours of comp-time (forty-five (45) hours of regular pay) for use during the year. The use of comp-time is contingent upon the Department Head's approval. Remaining time will be cashed out on the first pay period in April of each year.

4.1.3. "Minimum Periods of Leave Accounting." Vacation, and floater days off must be taken in periods of no less than fifteen (15) minutes, and shall be scheduled with the Department Head, and approval of the General Manager, with due regard for the wishes of the employee and with particular regard for the needs of the District. All such requests shall be submitted in writing on the proper form.

4.1.4. "Holiday on Vacation." A holiday falling within a vacation shall not be counted as a day of vacation. When a holiday falls within an employee's vacation period, he/she may take the day immediately preceding or immediately following his/her vacation.

4.1.5. "Irrigation Season Vacation Use." DSOs may take "time-off" from their normal work schedule during the irrigation season, conditioned as follows:

- (a) Any employee taking such a "time-off" leave shall be required to first use accrued vacation time. If employee has an insufficient number of vacation time accrued on the records of the District, the employee shall use any accrued "Floater Holidays." If an insufficient number of "paid" days remain on the District's books the employee may be granted a short leave of absence as provided within the 2015 PP&P's. Under such circumstances the "time-off" will not constitute a "break in one's continuous service", nor shall it result in an employee having to reimburse the District for the costs of providing health care benefits.
- (b) The "time-off" block is not additional paid time-off, it is merely a means to permit District DSOs to enjoy a brief period of rest and relaxation during the irrigation season. To receive pay during such a leave the employee must use accrued vacation time or accrued Floater Holidays.
- (c) DSOs will be allowed to take up to six (6) days' vacation (separately or in one block of time) off during irrigation season based on the Department Head's approval and ability to conduct efficient District operations.

4.1.6. "Vacation at Termination/Retirement." Accrued but unused vacation, at the time of an employee's termination or retirement shall be administered as follows:

- (a) If an employee terminates and has accrued and unused vacation, he shall be paid for each day recorded in District records.
- (b) An employee who retires and has earned any unused vacation may elect either of the following options:
 - i. Be paid out for unused accrued vacation.
 - ii. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.
- (c) If option (2) is selected, deductions from vacation pay will be the same as if employee is actually on the job and health care coverage will continue to be provided under various group programs through the vacation.

4.1.7 "Vacation Buy Back" As of January 1 of each year, an Operations Bargaining Unit employee can hold no more than fifty (50) vacation days in reserve. The District shall permit all Operation's Bargaining Unit 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.

4.1.8. "Sick Leave Not Vacation." Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification the employee would be unfit for duty. Upon return to work, an employee shall present to his/her supervisor a doctor's verification slip for those days during the vacation that was used as sick leave.

4.1.9. "Payment of Vacation Only After Earned." No vacation shall be paid prior to it being accrued.

(Section 4.1. is also contained 2015 PP&P'S Section 5.802.)

4.2 Sick Leave

4.2.1. The employees covered by this MOU will receive the sick leave benefits provided under Section 5.803 of the District's 2015 PP&P's.

4.2.2. Sick leave will accrue at a maximum rate of 8 hours per month and shall be deducted with the number of hours the employee is scheduled to work on the sick leave day.

4.2.3. "Sick Leave at Retirement." Accrued but unused sick leave, at the time of an employee's retirement shall be administered as follows:

- (a) An employee who retires and has unused sick leave shall
 - i. The first ninety (90) days, pay into the Retirement Health Savings Program (RHS) twenty-five percent (25%) of unused sick leave
 - ii. Thereafter, employees may choose to contribute the remaining hours after ninety (90) days at the rate of fifty percent (50%) of the value of unused sick leave into either the RHS or cashed out.

(Section 4.2 is also contained in 2015 PP&P'S Section 5.803.)

4.3 Holidays

4.3.1. "Eligible Employees" are those District employees holding full-time positions, except as otherwise provided herein, will be entitled to the following holidays off 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 |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| Veteran's Day | |

4.3.2 Each eligible employee shall receive on an annual basis, two individual Floater Holidays. For eligible employees hired hereafter, Floater Holidays shall be accrued on the basis of one- one third (1 1/3) hours per month during their first calendar year of employment. Thereafter, all eligible employees shall be credited with two Floater Holidays on January 1 of each calendar year. Employee must give 24 hours' notice prior to taking except under emergency circumstances. The minimum amount of Floater Holiday time to be used is one hour. The District can deny request if it conflicts with operations. If employee has not used floater by January 1st of the year after it was earned, the day shall accrue as a vacation day and become subject to provisions of Section 5.802 of the District's 2015 PP&P's .

4.3.3. "Holiday on Saturday or Sunday." 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.

4.3.4. "Absence Before or After a Holiday." If an employee is absent from work on either the work day prior to the holiday or the work day following the holiday while on: (a) non-workers compensation leave of absence, (b) dock time, or (c) without permission, he will not receive pay for the holiday.

4.3.5. "Board-Ordered Holiday." The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

4.3.6. "Holiday Substitution." In conjunction with any holiday, a regular workday may be substituted for a Saturday with prior approval of the Board of Directors upon the recommendation of the Department Heads and the General Manager. The Saturday worked must be in advance of the workday to be taken off, and field and shop personnel must comply with the change. The Saturday worked will be treated as a workday, and the workday taken off will be treated as a non-work day.

(Section 4.3 is also contained in 2015 PP&P'S Section 5.801.)

4.3.7. "Dock Days." During the non-irrigation season, District employees may be allowed to take short term unpaid leaves of absence known as "Dock Days," as approved in writing by the General Manager in accordance with Section 5.813 of the District's 2015 PP&P's. Except when used to cover a rained out day or a personal emergency, notice of intent to take a dock day must be given prior to the end of the preceding shift. Failure to do so will result in an unexcused absence.

- (a) The District shall pay the premium costs for the employee's health, vision, dental, and life insurance plans for the maximum of two dock days per calendar month during the non-irrigation season.

(Section 4.3.7. is also contained in 2015 PP&P'S Section 5.813 I.)

4.4 Funeral Leave

4.4.1. In the event of a death in an employee's immediate family (spouse, domestic partner, son, daughter, mother, father, brother, sister, half-brother, half-sister, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, grandmother, grandfather), the employee may take a maximum of five (5) days leave (one of which shall be the date of the funeral) without loss of pay for the purpose of bereavement, making necessary arrangements and attending the funeral.

4.4.2. An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The General Manager is vested with full discretion to evaluate the circumstances and make the

determination. Attendance at funerals requiring absences of more than five days will be charged to vacation or Floater Holiday accounts.

(Section 4.4 is also contained in 2015 PP&P'S Section 5.809)

4.5 Appointment Time

All eligible employees shall be afforded up to ten (10) hours per year to attend a pre-scheduled medical appointment for the eligible employee and/or the employee's spouse and eligible dependents. Appointment time taken must be during physicians' office hours and pre-approved in writing by the employee's Department Head. The General Manager must approve all requests for appointment time over two (2) hours. Any appointment time not used by the end of the calendar year will be forfeited. To be an eligible employee, one must earn sick leave.

(Section 4.5 is also contained in 2015 PP&P'S Section 5.804.)

SECTION 5 WORKING CONDITIONS

5.1 Amendments to the Personnel Rules

All references to the District's 2015 Personnel Policies and Procedures (PP&P's) in this MOU mean those particular "Oakdale Irrigation District Personnel Policies and Procedures adopted by the District's Board of Directors by Resolution dated August 18, 2015 as may be amended from time to time, after consultation with recognized organizations.

5.2 Pay Periods/Payday

Wages will be paid at bi-weekly intervals as follows: Wages will be paid within 7 calendar days following the end of the pay period. Any paychecks not picked up by 4:00 p.m. on payday will be mailed.

(Section 5.2 is also contained in 2015 PP&P'S Section 5.303.)

5.3 Posting of Jobs

5.3.1. The employees covered by this MOU may bid on job openings outside the bargaining unit pursuant to the District's 2015 PP&P's.

5.3.2. When the District intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on all designated bulletin boards. Employees shall have fourteen (14) calendar days to apply for the position. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the District may seek other applicants. The fourteen (14) calendar day posting period in-house may be reduced or waived when management is faced with emergency circumstances.. The remaining provisions are contained in Section 5.207 of the District's 2015 PP&P's.

5.4 Definitions

5.4.1. The District typically has at least four different types of employees based upon the anticipated length of service and the regularity with which the employee is expected to work.

These types of employees are as follows:

- (a) Regular employees are employees who are anticipated to work the same hours at the times of days and weeks on a regular re-occurring basis. These employees may be either part-time or full-time regular employees.
 - i. A full-time regular employee is an employee normally scheduled to work 40 or more hours a week;
 - ii. A part-time regular employee is an employee normally scheduled to work less than 40 hours a week.
- (b) Classification as a regular employee is not a promise or guarantee of the availability of any specific hours of work per week or any pay in lieu of hours of work per week.

5.4.2. "Temporary Employees." A temporary employee is an employee who is hired to either perform a specific job of short duration and/or who is hired to work for a specific limited duration.

5.4.3. "Probationary Employee."

- (a) A probationary employee is an employee who is serving a trial period to demonstrate his or her ability to perform the job for which she or he was hired or otherwise transferred into and to further exhibit the characteristics of an employee who will make a total positive contribution to the overall operation of the District.
- (b) A newly hired employee who completes his or her probationary period will be considered a regular employee.

- (c) An in-house probationary employee serving a probationary period as a result of a job promotion or transfer shall already have attained regular employee status at the start of their probationary period.

(Section 5.4.1. through 5.4.3. is also contained in 2015 PP&P'S Section 5.201.)

5.4.4. "Probationary Period." An employee shall not attain seniority in any classification until he has completed a probationary period of six (6) months continuous service to a full-time position with the District. The term continuous service as used in this provision and as pertains to wage percentage increases means uninterrupted service with the District as defined in Section 5.4.3., which service may not be interrupted by unauthorized absences, or interruption of service due to illness, or authorized leave of absence. Such interruptions or unauthorized absences may result in the extension of the six (6) months probationary period, termination of employment, or the commencement of a new probationary period based on the specific circumstances.

- (a) During the probationary period of a new employee the individual may be terminated by the District for any reason with or without cause.
- (b) During the probationary period of a promoted employee, if the employee is found to not have the necessary skills to perform in the new position he/she will be placed on a "Y" Rate Schedule and reassigned as determined by the District.

(Section 5.4.4. is also contained in 2015 PP&P'S Section 5.204.)

5.5 Safety

The safety program provided by the District's 2015 PP&P's and the District's Injury and Illness Prevention Program is incorporated herein by reference as presently provided and as it may be amended from time to time to comply with state and federal law.

5.6 Examination and Continuing Education

5.6.1. "Medical Exams for Required Licenses and Certificates." The District will provide a medical exam for all employees required to have a special license or certificate. Persons bidding for new jobs, or new employees, will be required to obtain the required license or certificate at their own expense in order to meet that requirement to qualify for the promotion. The District will designate the physician who will give the exam. The expense to renew the license or certificate shall be borne by the District with the prior written approval of the General Manager.

(Section 5.6.1. is also contained in 2015 PP&P'S Section 5.202 VI.)

5.6.2. "Training and Development." The District encourages the improvement of services by providing opportunity for employee training and it is the intent of the District that requests that fit the criteria set below will not be unreasonably denied. Compulsory training may be required as a condition of continued employment. Such training programs may include lectures, courses, seminars, demonstrations, reading matter or other devices for improving job performance; however, where required, the District shall pay all directly-related expenses. An employee shall be reimbursed for the cost of tuition and books where he or she has completed a course of study which is directly related to a present job classification or one wherein he or she aspires to be promoted to a higher related classification with the prior written approval of the General Manager. That portion of the cost and the approval to participate in such course(s) of study will be determined by the General Manager upon weighing the benefits to the District. The reimbursement shall only be available upon completion of the course with a grade of 70% or better.

(Section 5.6.2 is also contained in 2015 PP&P'S Section 5.903.)

5.7 Return to Work Policy

5.7.1. Purpose: To provide a productive temporary work assignment for an OID employee, "employee," injured on the job or otherwise and temporarily unable to perform the duties of the employee's regular work assignment due to a documented physical or medical reason.

5.7.2. Scope: This policy and procedure applies to all Departments.

5.7.3. Policy and Procedure: This policy will provide a standard return to work method for employees of the OID to resume productive workplace activity following injury or illness from which the employee is expected to recover. The intent of the policy is to improve workplace morale by creating an environment that allows employees who have suffered injury or illness to be productive individuals and enable the department to continue to meet its goal of providing efficient service.

5.7.4. Communication

- (a) Upon notification by the employee's treating physician that the employee is unable to perform his regular work assignment, the employee must notify his Department Head and Human Resources immediately. The employee shall obtain a current job description and forward it to the treating physician for his review in evaluating the employee. The physician will complete a Work Status Report or OID's "Attending Physician's Return to Work Recommendations Record." It is the employee's responsibility to assure that Human Resources is provided the Attending Physician's Return to Work Recommendations Records

with specific temporary physical limitations indicated within twenty-four (24) hours or as soon as practicable.

- (b) Human Resources will provide the employee's Department Head and General Manager with documentation regarding the temporary physical limitation, if any, indicated by the employee's treating physician if injury or illness is work related and limited duty is prescribed.
- (c) The department head may approve a temporary work assignment upon receipt of a written evaluation from the employee's treating physician. Each temporary work assignment will be reviewed, assessed and either extended or terminated by the General Manager on a week-by-week basis. A "Modified Work Assignment" will be completed by the supervisor and signed by the employee, supervisor and the General Manager. Approval of temporary work assignment under this section shall not be unreasonably denied.

5.7.5. Limited duty will not extend beyond sixty (60) calendar days from the date of injury without an evaluation by the employee's treating physician and approval from the General Manager. Employees unable to perform regular duties with sixty (60) calendar days from the date of injury must re-quality for limited duty through evaluation by their treating physician or revert to workers' compensation indemnity payment, accumulated sick leave, FMLA or vacation benefits if available. Approval of an extension of temporary work assignment under this section shall not be unreasonably denied.

(Section 5.7 is also contained in 2015 PP&P'S Section 5.507.)

5.8 Alcohol and Controlled Substance – Supplemental Testing Program for Safety Sensitive Positions

The parties agree that the following District policy shall be in full force and effect for all operations employees as designated below:

5.8.1. Purpose

The purpose of this Supplemental Testing Program for Safety Sensitive Positions ("Program") is to augment the Oakdale Irrigation District's ("District") Drug and Alcohol Abuse Policy. The purpose of the Program is to:

- (a) Further enhance safety in the workplace for all employees
- (b) Promote employee health
- (c) Maintain a high level of quality in the service to the public
- (d) Improve productivity
- (e) Provide protection against public liability

(f) Promote the public's trust in the District.

5.8.2. Statement of Non-Tolerance: The use of alcohol or illegal drugs during work hours is not permitted nor tolerated. The after effects of off-site alcohol or illegal drug use is not permitted nor tolerated. It is not the intent of this policy, nor the desire of the District and its agents, to terminate any person's employment as a result of this policy. However, it is recognized that employees sometimes make choices which conflict with established District policies. Any employee whose violation of these regulations is discovered either through investigation and/or by drug screening may be terminated from employment.

5.8.3. Maximum Allowable Levels: A maximum allowable blood-alcohol level while at work is 0.02. There are no allowable amounts of any illegal drug.

5.8.4. Recovery Assistance for Employees: Recovery assistance is available to any employee with a chemical and/or alcohol dependency at any time while the policy is in effect. An employee who voluntarily discloses his/her own chemical and/or alcohol dependency, either to his/her department head or to the General Manager, will be referred to a recovery program for substance abuse counseling and treatment. Such disclosure must occur prior to the employee being informed of an impending drug test. The District is not financially responsible for any counseling and treatment. The employee may attend any treatment program that is approved by Management. Regardless of the program selected, the employee must authorize the release of medical information to Management so that recovery progress may be monitored. While off of work for treatment, the employee may use paid time off or leave without pay. Paid or approved unpaid leave will be afforded to the employee only if the employee is drug-free and is making satisfactory progress in a Management-approved treatment program. After the employee has, in the opinion of Management, made sufficient progress in his/her recovery, the employee may return to work in his/her former position, if appropriate. Failure to comply with every requirement of the program and this policy will be considered to be non-compliance and may result in termination.

5.8.5. Screening Process: Employees and potential employees may, at appropriate times, be tested for the presence of controlled substances in their bloodstreams. This testing is performed via urinalysis sample (urinalysis or, in the case of alcohol, Breathalyzer), at the District's expense. Actual testing may be performed in the laboratory, at the office, or at some other appropriate location, and at all times the employee's privacy will be protected to the maximum extent practical. Testing will begin on or after July 1, 2007.

Please note: An employee who is directed to take a drug screening test and refuses to take that test will be terminated from employment.

The testing for the presence of controlled substances in the bloodstream may be required by, but are not limited to, the following situations:

- (a) Employees Involved in an Injury Accident or Property Damage Accident. Employees involved in an injury accident (requiring more than simple first-aid treatment) and/or employees involved in a property damage accident (wherein the amount of the property loss is estimated to exceed \$1,000) will be tested as soon as practical following the accident.
- (b) Discovery of Controlled substances and Drug Paraphernalia. Employees having reasonable access to areas where controlled substances and/or drug paraphernalia are discovered may be required to be tested.
- (c) Employees in "Safety Sensitive Positions. Employees in "safety sensitive" positions will be randomly tested. "Safety Sensitive" positions include all positions which, as a normal course of business require the employee to operate District vehicles or equipment other than office equipment, or those positions in which the employee's performance, reflexes, and/or judgment impact the safety of others. The following positions at the District are classified as "safety sensitive:"

All job classifications except Administrative Support and Finance Department Classifications.

This list of positions may be changed without notice based on changes in duties, prevailing laws, or other substantive reason.

- (d) Recovering Employees. Employees who volunteer for recovery treatment during the introductory grace period will be randomly tested after they return to duty.

5.8.6. Random Testing Selection Methodology: A third party administrator (TPA) will be used for the random testing selection. The TPA will select which of the classified employees will be tested and which dates. The TPA will operate within parameters that provide one (1) test per classified employee per calendar year. If the selected classified employee has been tested under the Department of Transportation (DOT) Program within the calendar year then the classified employee will not be subject to additional testing under the Safety Sensitive Drug Testing Program. If an employee is not available for testing on the date designated by the TPA, or the laboratory is not available to perform the test on the designated date, the employee will be tested on the next available work day.

5.8.7. Testing Procedure and Criteria: On the day that the employee is scheduled for a drug screening, he/she will be informed of the screening by his/her supervisor, department head, or other person of authority. The employee will be provided paid time and transportation to travel to the medical facility to provide the sample. As of the date of this policy, the designated location where drug screening generally will be performed is:

Oak Valley Occupational Health Center
1420 West "H" Street, Suite C
Oakdale, CA 95361
(209) 847-5310

- (a) The location generally used for drug screenings may be changed without notice.
- (b) The employee may travel to the screening location alone or in the company of another designated employee or officer of the law, depending upon circumstances. The employee is to check in at the check-in counter of the medical facility and provide picture identification (such as a driver license). When instructed by the medical staff, the employee will proceed to the test collection area.
- (c) Alcohol breath tests shall be conducted on site with instant results provided. The technician administering the test will explain the procedure and identification verification. When instructed, the employee will blow into a tube until the signal to stop is given. A read-out of the concentration of alcohol in the bloodstream will immediately appear on the test apparatus. If the test results exceed the allowed limit (0.02%), the employee will be given a re-test after a brief wait (generally 10-20 minutes). If a re-test is administered, the procedure described in this paragraph will be repeated.
- (d) Drug screening examinations are conducted via urinalysis. The technician administering the test will explain the procedure and identification verification. The employee may be asked to provide the technician with a list of medications that the employee has ingested in the past 30 days. The employee will sign an authorization for the test to be performed. The employee will be asked to wash his/her hands. The employee will then be provided with a receptacle and directed to the authorized bathroom, where the employee will be afforded privacy. The employee will urinate into the receptacle provided and, when finished, return the receptacle to the technician. The employee will then again be directed to wash his/her hands.
- (e) The technician will conduct two preliminary tests immediately on site and in the presence of the employee. One test is a temperature reading to ensure that the temperature of the urine sample is within the appropriate range of temperatures for urine recently eliminated from the body. The other test is a substance test that ensures that the fluid in the receptacle is indeed urine as opposed to some other liquid. Once those tests are complete, the technician will explain the identification and chain-of-custody information to the employee. The employee will initial the unique chain-of-custody identification number and sign the completed test form.

- (f) Subsequently, the urine sample is tested for the presence or absence of certain substance groups. Concentrations of substances in the urine sample are measured in nanograms per milliliter (abbreviated ng/ml). Each substance group will have a minimum measurement reading, below which the test result is to be reported as "negative" (absent of any amounts of the substance). Urine samples that have concentrations of tested substances greater than the minimum measurement reading will be reported as "positive" (controlled substances present). If a test result for a substance group is positive, a second test methodology known as Gas Chromatography Mass Spectrophotometry (CGMS) will be conducted. The CGMS procedure tests the urine for exact substances within the substance in the group, generally with a lower minimum confirmation concentration. The CGMS produces a molecular "fingerprint" of the substance in the bloodstream.

5.8.8. For non-D.O.T. required urine samples, the initial screening conducted is for the following groups at the stated minimum measurements:

| <u>Substance Group</u> | <u>Minimum Positive Measurement</u> |
|------------------------|-------------------------------------|
| Amphetamine | 300 ng/ml |
| Barbiturates | 300 ng/ml |
| Benzodiazepines | 300 ng/ml |
| Cannabinoid | 50 ng/ml |
| Cocaine Metabolite | 300 ng/ml |
| Methadone | 300 ng/ml |
| Methaqualone | 300 ng/ml |
| Opiates | 300 ng/ml |
| Phencyclidine | 75 ng/ml |
| Propoxyphene | 300 ng/ml |

(Section 5.8 is also contained in 2015 PP&P'S Section 5.504 Revised 01/27/17.)

5.9 Uniform Policy

The purpose of this policy is to establish a uniform, safety shoe, and safety glass guidelines for Oakdale Irrigation District (District) employees in order to maintain consistency throughout all departments in regards to dress, as well as to clearly and professionally identify employees to the public and fellow employees. See the District's 2015 PP&P's Section 5.405 for entire policy. .

5.10 Cell Phone Policy

The intent of the cell phone policy is to set a reasonable standard of conduct for employees as it relates to the District issued cellular phones. The policy attempts to recognize the uniqueness of the work we do; the rural locations we work in; the long hours away from family; and the recognition that contact with employees' families is at times necessary during the course of work.

Also of increasing concern to the District are the dangers of distracted driving and the safety of its employees. There is a growing danger on our roads by talking, texting, and/or emailing while driving. The use of cellular phones while driving poses a significant safety risk to motorists, their passengers, pedestrians, and others on the road. See the District's 2015 PP&P's Section 5.603 for entire policy.

SECTION 6 ADMINISTRATIVE PROCEDURES

6.1 Grievance Procedure

6.1.1. "Purpose." A grievance procedure has been established for the following purposes:

- (a) To promote improved employer/employee relations by establishing an appropriate, orderly and equitable procedure for the presentation and resolution of misunderstandings and disputes between the District and its employees.
- (b) To provide a method of resolving such claims as closely as possible to the date of origin and as informally as possible. It is the intent of the parties to review and resolve grievances at the lowest possible level.
- (c) To encourage free communication between supervisors and employees.

6.1.2. "Definitions."

- (a) Grievance - A grievance is defined as a claim by an employee that the District has violated, misinterpreted or misapplied a term and condition of employment established by this MOU or a written rule, regulation, ordinance, procedure and/or policy of the District, provided, however, that such term or condition of employment is not a subject outside of the scope of representation as defined in Section 3500 et seq. of the Government Code.
- (b) Working Days - Working days are defined as regularly scheduled working days, excluding Saturdays, Sundays and holidays.

- (c) Party - As used in this section, the term "party" means an employee, the Union, the District or their authorized representatives.

6.1.3. "Grievance Procedure Steps for More Serious Discipline." The procedures outlined in this subsection are only for those grievances pertaining to suspensions, demotions, or terminations from employment for cause.

Step One: Mediation

An employee who has a grievance pertaining to suspensions, demotions, or terminations from employment for cause shall submit the grievance in writing to the General Manager within ten (10) working days after the employee knew or reasonably should have known of the occurrence of the cause of the grievance.

The written grievance shall state the specific provision of the MOU or the written rule, regulation, ordinance, procedure or policy alleged to have been violated, misinterpreted or misapplied, any facts known at that time to that employee to support his or her position, and any proposed remedy.

Upon receipt of such request, the General Manager and the Union shall submit a joint request to the California State Mediation & Conciliation Service to appoint a mediator. The parties shall work cooperatively to schedule a mediation hearing as soon as reasonably practicable.

Step Two: Advisory Arbitration

If the grievance is not resolved in Step One to the satisfaction of the grievant, the aggrieved employee may initiate advisory arbitration by submitting a request in writing to the General Manager within ten (10) working days after the conclusion of mediation.

Upon receipt of the request for advisory arbitration, the General Manager shall request that the State Mediation & Conciliation Service provide a list of seven (7) names of arbitrators. An impartial arbitrator shall be selected from that list with each party alternately striking one name until a single name remains. Alternately, the parties can agree to mutually select a single arbitrator either from that list or otherwise.

Upon being selected, the arbitrator shall convene an arbitration hearing as soon as practicable. No later than three (3) working days before the arbitration hearing each party shall present to the other a list of witnesses he/she/it intends to call along with a brief statement of the nature of the testimony, copies of any documents and descriptions of all other evidence each party intends to introduce at the hearing if not previously provided. The parties shall not be barred from producing any witnesses or

documents and descriptions of evidence not exchanged if there is a showing of good cause as to why such information should be allowed to be presented as determined by the arbitrator. However, the parties shall be allowed to present rebuttal evidence.

At the arbitration hearing, each party shall have the opportunity to present material and relevant evidence and to cross-examine witnesses.

The fees and expenses of the arbitrator shall be shared equally by the Union and the District. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs.

At the conclusion of the advisory arbitration proceeding and no later than thirty (30) calendar days after conclusion of the proceeding, the arbitrator shall render an advisory decision to the parties which should state the reasoning behind it and present the evidence relied upon by the arbitrator.

Either party may appeal said advisory decision of the arbitrator to the Board of Directors within ten (10) working days of the date the advisory decision was mailed to the party pursuant to the procedures in Step Three.

The costs of a transcript shall be borne by the appealing party. If both parties appeal then the costs of the transcript shall be shared equally by the Union and the District.

Step Three: Board of Directors

The aggrieved employee may appeal said advisory decision of the arbitrator in Step Two within ten (10) working days after the mailing of the advisory decision of the arbitrator by submitting a written request to the General Manager asking for a hearing before the Board at its next regular meeting.

Likewise, if the General Manager wishes to appeal the advisory decision of the arbitrator, the General Manager shall within ten (10) working days after the decision of the arbitrator submit a request to the President of the Board of Directors asking for a hearing before the Board of Directors.

The Board of Directors shall be provided with the advisory decision of the arbitrator, a transcript if applicable, a copy of the written grievance and any responses thereto and all evidence that was part of the record for the advisory arbitration hearing. At the hearing, the parties shall be afforded the opportunity to present oral argument and written briefs to the Board of Directors.

The Board of Directors shall respond to the grievance at their next regular meeting following the meeting at which the grievance was heard or within twenty (20) working days after the hearing.

6.1.4. "Grievance Procedure Steps for Matters Other Than More Serious Discipline." The procedures outlined in this subsection are for all other grievances other than those grievances pertaining to suspensions, demotions, or terminations from employment for cause.

Step One: Supervisor

Employees who have a grievance shall first take it up informally with their immediate Supervisor within ten (10) working days after they knew or reasonably should have known of the occurrence of the cause of the grievance. The immediate Supervisor shall meet with the employee to discuss the problem in an effort to clarify the issue and to cooperatively work toward a resolution.

Step Two: Department Head

If the grievance is not resolved within ten (10) working days after its submission in Step One, the employee shall submit the grievance in writing stating the specific provision of the MOU or the written rule or policy alleged to have been violated, misinterpreted or misapplied, any facts known at that time to that employee to support his or her position, and any proposed remedy.

This written grievance shall be submitted to his or her Department Head within ten (10) working days after the meeting with his or her immediate Supervisor. The Department Head shall meet with the employee within ten (10) working days after submission of the grievance and shall deliver his/her answer in writing to the employee within ten (10) working days after such meeting.

Step Three: General Manager

If the grievance is not resolved in Step Two, the aggrieved employee will submit his or her grievance in writing stating the specific provision of the MOU or the written rule, regulation, ordinance, procedure or policy alleged to have been violated, misinterpreted or misapplied, any facts known at that time to that employee to support his or her position, and any proposed remedy. This written grievance shall be submitted to the General Manager within ten (10) working days after the Department Head's answer is received. The General Manager shall meet with the employee within ten (10) working days after receiving the grievance and shall deliver his/her answer to him or her in writing ten (10) working days after such meeting.

Step Four: Board of Directors

For those grievances not resolved in Step Three, the aggrieved employee will submit the grievance in writing to the Board of Directors through the General Manager, within ten (10) working days after the conclusion of Step Three asking for a hearing before the Board at its next regular meeting.

This time limit may be extended to a definite date by mutual agreement of the employee and the General Manager or by the General Manager alone in order to comply with the Brown Act.

The Board of Directors shall be provided with the written grievance and any written responses thereto for review. At the hearing, the parties shall be afforded the opportunity to present oral argument to the Board of Directors. Written briefs will be presented at the discretion of the Board.

The Board of Directors shall respond to the grievance at their next regular meeting following the meeting at which the grievance was heard or within twenty (20) working days after the hearing.

6.1.5. "General Provisions."

- (a) Upon receiving an employee request, the General Manager, or his/her designee, may approve the use of regular working hours for an employee to meet with his/her representative to prepare and present the grievance; otherwise, such meeting must be held off the job. Requests for use of regular hours for grievance preparation shall not be unreasonably denied.
- (b) If a grievance is not filed within the time limit, it is waived. If appeal is not made within the time limits indicated, the grievance will be considered to be settled on the basis of the last decision rendered. Any grievance not responded to by the District within the prescribed time limits shown will have automatically been advanced to the next higher step unless the time limit is extended by written mutual agreement.
- (c) Unless otherwise agreed upon by the parties all grievance materials, correspondence and decisions shall be placed in the personnel file of the grievant.
- (d) Employees are assured freedom from reprisal for using the grievance procedure.

(Section 6 is also contained in 2015 PP&P'S Section 5.409.)

6.2 Layoff Rule

"Layoff/Reduction in Forces."

- (a) When the Board of Directors determines it is necessary to reduce the working staff of the District for lack of work or lack of funds or for other causes outside of the worker's control, the District shall determine the classifications in which the reduction is to be made and the number of positions to be affected. Reduction in staff within the designated classifications shall occur in the following order:
 - i. Employees who have temporary status only.
 - ii. Employees who are newly hired probationary.
 - iii. Part-time regular employees.
 - iv. Full-time regular employees.

- (b) Among part-time and full-time regular employees, those having the highest seniority with the District shall be retained provided they have the necessary skill and ability to perform the required work efficiently and without training. This process shall be defined as "bumping".

Any such employee desiring to utilize the bumping process shall notify the District General Manager in writing within five (5) calendar days of the date of notice of layoff. Failure to do so constitutes a forfeiture of the right to bump based on seniority.

- (c) Recall from Layoff. Full-time employees who are laid off will be given preference in filling future vacancies, for which they are fully qualified, without limitations or restrictions, for a period of one year, provided Section 5.210 I.E. of the District's 2015 PP&P'S has not taken effect. However, they shall adhere to the terms of the layoff and advise the District of any change of address.
- (d) District will attempt to give employees notice of any reduction in staff at least two weeks prior to the effective date.
- (e) Exceptions to the order of layoff and recall as they are otherwise affected by employee eligibility based on seniority may be made by the District on the basis of documented negative performance, or documented disciplinary action(s), or special qualifications required by the District.

- (f) To provide stability in the work force, an employee who is laid off and elects to "bump" another employee with lesser seniority in another classification shall be precluded from using the bidding process for openings in other classifications for a period of one year.
- (g) For Operation Employees who have been laid off, benefits shall be handled in the following manner:
 - i. Vacation: accrues during period of employment only.
 - ii. Seniority and Retirement: accrues according to the time worked – interruption for lack of work or funds has no negative effect on seniority earned.
 - iii. Health Care: available during period of employment in accordance with the medical plan in effect. Continuance coverage is available under COBRA law.

SECTION 7 MISCELLANEOUS

7.1. Employees are required to supply the District with a telephone number where he/she can be reached during emergencies. The District shall not disclose telephone numbers to anyone other than Supervisors who must make emergency calls.

(This section is also contained in 2015 PP&P'S Section 5.212.)

7.2. Employees who are laid off are free to work at any job available to them during such lay off and will continue to maintain recall rights as set forth in Section 6.2.1(c) of this MOU

7.3. District will provide for up to six (6) DSOs per year to obtain Class "B" drivers' licenses. Applications for this opportunity will be at the discretion of the General Manager.

7.4. Notations on an operation employee's time card referencing "unexcused" or "excused" will no longer be made.

SECTION 8 CARE AND RESPONSIBILITY OF TOOLS AND EQUIPMENT

Sections 5.501 and 5.601 of the District's 2015 PP&P'S are incorporated herein by reference in its form and as it may hereafter be amended from time to time.

SECTION 9 BOARD PACKET

Oakdale Irrigation District agrees to provide one free copy of the Board packets to be picked up by OE3 at the District Office typically on the Friday afternoon before each Board Meeting.

SECTION 10 ACCESS TO PLANT BY UNION REPRESENTATIVE

The duly authorized Business Representatives of the Operating Engineers Local No. 3 (hereinafter "OE3") may meet with a member of the bargaining unit on District's premise for matters relative to the employer's compliance with the MOU. After receiving permission from the District's General Manager or his/her designee, the representative may meet with the employee either in the field or at the District's headquarters, at the option of the District's General Manager. While on the District's property or premises the Business Representative shall not interfere with the District's work nor solicit union membership. The District's General Manager is under no obligation to relieve any employee other than at normal break times. The OE3 shall provide the District with the name of its duly authorized Business Representative. There shall be no more than one such representative. While on District's property or at such location the Business Representative will observe, all District's safety rules.

SECTION 11 NON-DISCRIMINATION STATEMENT

"Non-Discrimination." The District and Operations Employee's Unit fully and without reservation subscribe to the public policies of the United States and the State of California as expressed in all applicable statutes that are necessary to protect and safeguard the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of race, religion, sex, gender, gender identity, national origin, age, disability, ancestry, medical condition (related to cancer or genetic characteristics), marital status, veteran status, citizenship status, sexual orientation, or any other characteristic protected by law.

SECTION 12 NO STRIKE - NO LOCKOUT

12.1. The District agrees that so long as this MOU is in effect, there shall be no lockouts. The curtailing of any operation or a part thereof for business reasons shall not be construed to be a lockout. The Operations and DSOs Employee's Unit agrees that so long as this MOU is in effect, there shall be no strikes, sit-downs, slow-downs, stoppage of work, boycott or any other unlawful acts that interfere with the District's operations for any reasons whatsoever. So long as the parties are meeting and conferring with regards to the renewal of this MOU this provision will continue in effect beyond the MOU's expiration until one party delivers to the other 10 days written notice of its desire to terminate this MOU.

12.2. The Operations and DSOs Employee's Unit will make every bona fide effort possible to prevent and/or terminate any strike or any other violation of this provision. These efforts shall include, but not be limited to, urging the employees to return to work or otherwise terminate their conduct that violates this provision; advising the employees that their conduct is a violation of the labor MOU; advising the employees that they are subject to discipline up to and including discharge; advising the employees that such discipline is not subject to the grievance provision of this MOU and, if the Officers and/or Stewards are employees of the District, they shall return to work if ordered to do so by the District.

12.3. Any violation of this provision may be the subject of disciplinary action, including discharge, and such action or the District's determination of the facts upon which such action is based may not be raised as a grievance under this MOU.

12.4. The District and the Operations Employees' Unit further agree that in the event there is a lockout or strike during the term of this MOU by either party, the other party shall have a right to obtain an injunction ordering the lockout and/or strike to end and ordering the return to work by all employees. The party locking out or striking waives its right to challenge venue of the court in which the injunction is sought and further waives any right that it may have to notice by the other party that such injunction proceedings are being commenced or that a preliminary injunction or temporary restraining order is being sought. The parties recognize that a violation of this provision causes the other irreparable harm, which cannot be adequately compensated for by the award of damages. However, such injunctive relief does not waive the right to damages that the non-violating party may have.

SECTION 13 EMPLOYEE RIGHTS

The District and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

SECTION 14 CONCLUSION

14.1 Term of MOU

14.1.1. This Agreement became effective on January 1, 2020 and shall remain in effect until 11:59 p.m., December 31, 2022.

14.1.2. Not more than 150 days prior to the expiration of this MOU nor less than 90, either the Operations Employee's Unit or the District shall deliver its written proposal to the other for meeting and conferring on wages, hours and other terms and conditions of

employment within scope of representation. The parties shall as soon thereafter as practical meet and confer in good faith in regards to such proposals. If neither party delivers written proposals to the other not less than 90 days prior to the expiration of this MOU it shall automatically renew for a period of one year and shall annually renew thereafter on its anniversary date for periods of one year until and unless timely delivery of a proposal is made.

14.2 Impasse Procedure

14.2.1. If agreement cannot be reached between the District's Board of Directors and the recognized bargaining unit or independently represented employees, the designated impasse procedures shall be as follows: The District and the employee organization or the independently represented employees, together may petition the State Mediation and Conciliation Service to provide a mediator to attempt to mediate the differences between the parties concerning the interpretation, application, and equity of the proposals being deliberated. The mediator shall not have the power to impose a resolution, but merely have the power to consult, suggest and persuade as to the particular facts of the dispute in an attempt to encourage the parties to reach an agreement.

14.2.2. If mediation is not successful, the Board of Directors retains all of the rights contained in Section 3500 et al of the Government Code and may subsequently declare an impasse.

(Section 14.2 is also contained in 2015 PP&P'S Section 5.1002.9.)

14.3 Invalid Provisions

In the event that any provision of this MOU shall at any time be declared invalid by any court of competent jurisdiction or through State or Federal governmental regulations or decree, such decision, regulation or decree shall not invalidate the entire MOU. It being the expressed intention of the parties hereto that all other provisions not be declared invalid and shall remain in full force and effect. This MOU supersedes all prior MOU's between the parties hereto.

14.4 Re-opening

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.

OAKDALE IRRIGATION DISTRICT

By _____
Steve Knell
General Manager

_____ Date

[Additional Signatures Follow on Next Page.]

**OPERATING ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEER, AFL-CIO**

By _____ Date _____
Lee Scully
Operating Engineers Member

By _____ Date _____
Robert Becker
Operating Engineers Member

By _____ Date _____
Jimmy Blase
Operating Engineers Member

By _____ Date _____
Cody Coonce
Operating Engineers Member

[Additional Signatures Follow on Next Page.]

**FOR OPERATION ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

Darren Semore
Business Representative

Date

Business Manager

Date

Recording-Corresponding Secretary

Date

Director, Public Employees Division

Date

APPENDICIES

Appendix "A" Union Classifications Wage Scale

3.5% Cost of Living Adjustment and Applicable Equity Pay Adjustments

| OAKDALE IRRIGATION DISTRICT 2020 SALARY SCHEDULE UNION CLASSIFICATIONS AS OF JANUARY 5, 2020 | | | | | |
|---|---------|---------|---------|---------|---------|
| TITLE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Construction & Maintenance Worker | \$26.49 | \$27.82 | \$29.21 | \$30.67 | \$32.20 |
| Distribution System Operator/Construction & Maintenance Worker | \$26.49 | \$27.82 | \$29.21 | \$30.67 | \$32.20 |
| Equipment Operator | \$29.48 | \$30.95 | \$32.50 | \$34.12 | \$35.83 |
| Fleet Equipment / Mechanic | \$27.20 | \$28.56 | \$29.99 | \$31.49 | \$33.06 |
| Leadman - Construction & Maintenance | \$29.14 | \$30.60 | \$32.13 | \$33.73 | \$35.42 |
| Leadman - Distribution System Operator/Construction & Maintenance Worker (Irrigation Season) | \$32.98 | \$34.63 | \$36.36 | \$38.18 | \$40.09 |
| Leadman - Maintenance & Operations | \$31.82 | \$33.41 | \$35.08 | \$36.84 | \$38.68 |
| Maintenance / Operations Worker | \$28.93 | \$30.37 | \$31.89 | \$33.49 | \$35.16 |
| SCADA Serviceman | \$29.40 | \$30.87 | \$32.41 | \$34.03 | \$35.73 |
| SCADA Technician | \$34.40 | \$36.12 | \$37.93 | \$39.83 | \$41.82 |
| Warehouseman / Yardman | \$26.49 | \$27.82 | \$29.21 | \$30.67 | \$32.20 |
| Water Utilities Serviceman | \$25.91 | \$27.20 | \$28.56 | \$29.99 | \$31.49 |
| Water Utilities Technician | \$29.54 | \$31.01 | \$32.56 | \$34.19 | \$35.90 |

3.5% Cost of Living Adjustment

| OAKDALE IRRIGATION DISTRICT 2020 SALARY SCHEDULE UNION CLASSIFICATIONS AS OF JANUARY 3, 2021 | | | | | |
|---|---------|---------|---------|---------|---------|
| TITLE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Construction & Maintenance Worker | \$27.42 | \$28.79 | \$30.23 | \$31.74 | \$33.33 |
| Distribution System Operator/Construction & Maintenance Worker | \$27.42 | \$28.79 | \$30.23 | \$31.74 | \$33.33 |
| Equipment Operator | \$30.51 | \$32.04 | \$33.64 | \$35.32 | \$37.09 |
| Fleet Equipment / Mechanic | \$28.15 | \$29.56 | \$31.03 | \$32.59 | \$34.21 |
| Leadman - Construction & Maintenance | \$30.16 | \$31.67 | \$33.25 | \$34.91 | \$36.66 |
| Leadman - Distribution System Operator/Construction & Maintenance Worker (Irrigation Season) | \$34.13 | \$35.84 | \$37.63 | \$39.51 | \$41.49 |
| Leadman - Maintenance & Operations | \$32.93 | \$34.58 | \$36.31 | \$38.13 | \$40.03 |
| Maintenance / Operations Worker | \$29.94 | \$31.43 | \$33.01 | \$34.66 | \$36.39 |
| SCADA Serviceman | \$30.42 | \$31.95 | \$33.54 | \$35.22 | \$36.98 |
| SCADA Technician | \$35.61 | \$37.39 | \$39.26 | \$41.22 | \$43.28 |
| Warehouseman / Yardman | \$27.42 | \$28.79 | \$30.23 | \$31.74 | \$33.33 |
| Water Utilities Serviceman | \$26.82 | \$28.16 | \$29.57 | \$31.04 | \$32.60 |
| Water Utilities Technician | \$30.57 | \$32.10 | \$33.71 | \$35.39 | \$37.16 |

3% Cost of Living Adjustment

| OAKDALE IRRIGATION DISTRICT 2020 SALARY SCHEDULE UNION CLASSIFICATIONS AS OF JANUARY 2, 2022 | | | | | |
|--|---------|---------|---------|---------|---------|
| TITLE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Construction & Maintenance Worker | \$28.24 | \$29.66 | \$31.14 | \$32.70 | \$34.33 |
| Distribution System Operator/Construction & Maintenance Worker | \$28.24 | \$29.66 | \$31.14 | \$32.70 | \$34.33 |
| Equipment Operator | \$31.43 | \$33.00 | \$34.65 | \$36.38 | \$38.20 |
| Fleet Equipment / Mechanic | \$28.99 | \$30.44 | \$31.96 | \$33.56 | \$35.24 |
| Leadman - Construction & Maintenance | \$31.07 | \$32.62 | \$34.25 | \$35.96 | \$37.76 |
| Leadman - Distribution System Operator/Construction & Maintenance Worker (Irrigation Season) | \$35.15 | \$36.91 | \$38.76 | \$40.70 | \$42.73 |
| Leadman - Maintenance & Operations | \$33.92 | \$35.62 | \$37.40 | \$39.27 | \$41.23 |
| Maintenance / Operations Worker | \$30.83 | \$32.38 | \$34.00 | \$35.70 | \$37.48 |
| SCADA Serviceman | \$31.34 | \$32.90 | \$34.55 | \$36.28 | \$38.09 |
| SCADA Technician | \$36.68 | \$38.51 | \$40.44 | \$42.46 | \$44.58 |
| Warehouseman / Yardman | \$28.24 | \$29.66 | \$31.14 | \$32.70 | \$34.33 |
| Water Utilities Serviceman | \$27.62 | \$29.00 | \$30.45 | \$31.97 | \$33.57 |
| Water Utilities Technician | \$31.49 | \$33.07 | \$34.72 | \$36.46 | \$38.28 |

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING
WITH THE OPERATING ENGINEERS LOCAL UNION NO. 3
BARGAINING GROUP**

WHEREAS, on April 30, 2020, 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 May 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 10
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 JANUARY 1, 2020

RECOMMENDED ACTION: Adopt the Resolution Accepting the Memorandum of Understanding with the Non-Exempt Confidential Bargaining Group Effective January 1, 2020

BACKGROUND AND/OR HISTORY:

At the November 19, 2019 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:

- Three (3) year contract effective January 1, 2020 through December 31, 2022
- Cost of living adjustments
 - Three percent (3.0%) effective January 5, 2020, January 3, 2021 and January 2, 2022
- Equity adjustments and title changes as proposed
- Increase 457 retirement match from 2% to 3%
- Health insurance rates as approved by the Board on November 19, 2019
- Dental and vision insurance rates as approved by the Board on August 20, 2019

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

FISCAL IMPACT: Under Board approved budget

ATTACHMENTS:

- Non-Exempt Confidential Memorandum of Understanding
 - Resolution 2020-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
BETWEEN THE
OAKDALE IRRIGATION DISTRICT
AND ITS
NON-EXEMPT CONFIDENTIAL
EMPLOYEES**

January 1, 2020
Through
December 31, 2022

**MEMORANDUM OF UNDERSTANDING WITH
NON-EXEMPT CONFIDENTIAL EMPLOYEES
OF THE OAKDALE IRRIGATION DISTRICT**

JANUARY 1, 2020 through DECEMBER 31, 2022

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 Non-Exempt 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 three (3) years, from January 1, 2020 through December 31, 2022.

SECTION 2 – COMPENSATION

2.1 Salaries – Base Wage Adjustments

2.1.1 Base Wage Adjustment (Cost of Living Adjustment)

Cost of Living wage increases effective at the beginning of the following pay periods, and as described in Appendix "A":

| | |
|-------------------|----|
| • January 5, 2020 | 3% |
| • January 3, 2021 | 3% |
| • January 2, 2022 | 3% |

2.1.2 Base Wage Adjustment (Equity Pay Adjustment)

Equity pay increase in wages effective in the pay period beginning January 5, 2020 in the following job classifications, and as described in Appendix "A":

| | |
|--|--------------|
| • <u>Accountant</u> (Previously Principal Account Clerk) | <u>13.5%</u> |
| • <u>Account Clerk</u> | <u>5.5%</u> |
| • <u>Receptionist/Typist Clerk/File Clerk</u> | <u>5.0%</u> |

2.1.3 The levels of pay identified under the Salary Schedule (Step 1-Step 5) 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.

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. Any modifications to the existing retirement plan, or changes involving underwriters affecting District contribution, are subject to future negotiations.

2.3.2 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 began paying an additional 1% of the employee's contribution; and
- (e) Effective January 1st of each subsequent year thereafter employees began paying an additional 1% of the employee's contribution until the employee's maximum contribution of 7% was reached (January 2020).

2.3.3 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 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 3% of base wages to the employee's 457 Plan account. Employee may use 1% of the 3% employer matching contribution to reduce the employee's insurance premium contribution.

2.5 Mandatory Direct Deposit

2.5.1 The employees covered by this MOU are required as a condition of employment to enroll in direct deposit for the payment of wages.

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 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 may vary from those benefits available under other District 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 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 six-hundred (600) hours (8 hrs x 75 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 Oakdale Irrigation District Personnel Policies and Procedures Section 5.803 (Sick Leave).

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 Oakdale Irrigation District Personnel Policies and Procedures Section 5.905 (Employee Health and Wellness Program).

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 Non-Exempt 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, 2022.

OAKDALE IRRIGATION DISTRICT

By: 
Steve Knell, General Manager

4/23/20
Date

NON-EXEMPT CONFIDENTIAL EMPLOYEES

By: 
Nichole Fiez

4/23/2020.
Date

By: 
Denise Freiwald

4/23/2020
Date

Appendix "A"

3%

OAKDALE IRRIGATION DISTRICT
2020 SALARY SCHEDULE
NON UNION EMPLOYEES
AS OF JANUARY 5, 2020

HOURLY

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|--------|--------|--------|--------|--------|
| ACCOUNTANT | 33.57 | 35.24 | 37.01 | 38.86 | 40.80 |
| ACCOUNT CLERK | 23.14 | 24.30 | 25.51 | 26.79 | 28.13 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 27.88 | 29.28 | 30.74 | 32.28 | 33.89 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 20.16 | 21.17 | 22.23 | 23.34 | 24.51 |

BI-WEEKLY

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|----------|----------|----------|----------|----------|
| ACCOUNTANT | 2,685.30 | 2,819.57 | 2,960.54 | 3,108.57 | 3,264.00 |
| ACCOUNT CLERK | 1,851.41 | 1,943.98 | 2,041.08 | 2,143.24 | 2,250.40 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 2,230.51 | 2,342.04 | 2,459.14 | 2,582.10 | 2,711.20 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 1,613.16 | 1,693.81 | 1,778.50 | 1,867.43 | 1,960.80 |

MONTHLY

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|----------|----------|----------|----------|----------|
| ACCOUNTANT | 5,818.15 | 6,109.06 | 6,414.51 | 6,735.24 | 7,072.00 |
| ACCOUNT CLERK | 4,011.39 | 4,211.96 | 4,422.55 | 4,643.68 | 4,875.87 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 4,832.77 | 5,074.41 | 5,328.13 | 5,594.54 | 5,874.27 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 3,495.17 | 3,669.93 | 3,853.42 | 4,046.10 | 4,248.40 |

3%

OAKDALE IRRIGATION DISTRICT
2021 SALARY SCHEDULE
NON UNION EMPLOYEES
AS OF JANUARY 3, 2021

HOURLY

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|--------|--------|--------|--------|--------|
| ACCOUNTANT | 34.57 | 36.30 | 38.12 | 40.02 | 42.02 |
| ACCOUNT CLERK | 23.84 | 25.03 | 26.28 | 27.59 | 28.97 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 28.72 | 30.15 | 31.66 | 33.24 | 34.91 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 20.77 | 21.81 | 22.90 | 24.04 | 25.25 |

BI-WEEKLY

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|----------|----------|----------|----------|----------|
| ACCOUNTANT | 2,765.86 | 2,904.15 | 3,049.36 | 3,201.83 | 3,361.92 |
| ACCOUNT CLERK | 1,906.95 | 2,002.30 | 2,102.41 | 2,207.54 | 2,317.91 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 2,297.43 | 2,412.30 | 2,532.91 | 2,659.56 | 2,792.54 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 1,661.55 | 1,744.63 | 1,831.86 | 1,923.45 | 2,019.62 |

MONTHLY

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|----------|----------|----------|----------|----------|
| ACCOUNTANT | 5,992.70 | 6,292.33 | 6,606.95 | 6,937.30 | 7,284.16 |
| ACCOUNT CLERK | 4,131.73 | 4,338.32 | 4,555.23 | 4,782.99 | 5,022.14 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 4,977.76 | 5,226.64 | 5,487.98 | 5,762.38 | 6,050.49 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 3,600.02 | 3,780.03 | 3,969.03 | 4,167.48 | 4,375.85 |

OAKDALE IRRIGATION DISTRICT
 2022 SALARY SCHEDULE
 NON UNION EMPLOYEES
 AS OF JANUARY 2, 2022

HOURLY

BI-WEEKLY

MONTHLY

| NON-EXEMPT CONFIDENTIAL UNIT | HOURLY | | | | | BI-WEEKLY | | | | | MONTHLY | | | | |
|--------------------------------------|--------|--------|--------|--------|--------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| ACCOUNTANT | 35.61 | 37.39 | 39.26 | 41.22 | 43.28 | 2,946.84 | 2,991.28 | 3,140.84 | 3,297.88 | 3,462.78 | 6,172.48 | 6,481.10 | 6,805.16 | 7,145.41 | 7,502.68 |
| ACCOUNT CLERK | 24.55 | 25.78 | 27.07 | 28.42 | 29.84 | 1,964.16 | 2,062.37 | 2,165.49 | 2,273.76 | 2,387.45 | 4,255.68 | 4,468.47 | 4,691.89 | 4,926.48 | 5,172.81 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 29.58 | 31.06 | 32.61 | 34.24 | 35.95 | 2,366.35 | 2,484.67 | 2,608.90 | 2,739.34 | 2,876.31 | 5,127.09 | 5,383.44 | 5,652.62 | 5,935.25 | 6,232.01 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 21.39 | 22.46 | 23.59 | 24.76 | 26.00 | 1,711.40 | 1,796.97 | 1,886.81 | 1,981.15 | 2,080.21 | 3,708.02 | 3,893.43 | 4,088.10 | 4,292.50 | 4,507.13 |

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

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

WHEREAS, on April 23, 2020, 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 May 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 11
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 JANUARY 1, 2020

RECOMMENDED ACTION: Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Supervisory Bargaining Group Effective January 1, 2020

BACKGROUND AND/OR HISTORY:

At the November 19, 2019 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:

- Three (3) year contract effective January 1, 2020 through December 31, 2022
- Cost of living adjustments
 - Three (3.0%) effective January 5, 2020, January 3, 2021 and January 2, 2022
- Equity adjustments and title changes as proposed
- Increase 457 retirement match from 2% to 3%
- Health insurance rates as approved by the Board on November 19, 2020
- Dental and vision insurance rates as approved by the Board on August 20, 2019

Per Board Policy, a Board approved resolution is required to adopt the MOU. The MOU has been approved by the Exempt Supervisory Group and is being circulated for signature. A fully executed copy will be provided once executed.

FISCAL IMPACT: Under Board approved budget

ATTACHMENTS:

- Exempt Supervisory Memorandum of Understanding
 - Resolution 2020-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
BETWEEN THE
OAKDALE IRRIGATION DISTRICT
AND ITS
EXEMPT SUPERVISORY
EMPLOYEES

January 1, 2020
Through
December 31, 2022

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

JANUARY 1, 2020 through DECEMBER 31, 2022

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 three (3) years, from January 1, 2020 through December 31, 2022.

SECTION 2 – COMPENSATION

2.1 Salaries – Base Wage Adjustments

2.1.1 Base Wage Adjustment (Cost of Living Adjustment)

Cost of Living wage increases effective at the beginning of the following pay periods, and as described in Appendix "A":

| | |
|-------------------|----|
| • January 5, 2020 | 3% |
| • January 3, 2021 | 3% |
| • January 2, 2022 | 3% |

2.1.2 Base Wage Adjustment (Equity Pay Adjustment)

Equity pay increase in wages effective in the pay period beginning January 5, 2020 in the following job classifications, and as described in Appendix "A"

| | |
|--|--------|
| • Executive Assistant/Clerk to the Board | 5.0% |
| • Human Resources Administrator | 1.60% |
| • IT Systems Administrator | 7.94% |
| • Safety Coordinator | 19.00% |
| • Water Utilities & SCADA Supervisor | 5.50% |

2.1.3 The levels of pay identified under the Salary Schedule (Step 1-Step 5) 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.

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 began paying an additional 1% of the employee's contribution; and
- (e) Effective January 1st of each subsequent year thereafter, employees began paying an additional 1% of the employee's contribution until the employee's maximum contribution of 7% was 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 3% of base wages to the employee's 457 Plan account. Employees may use 1% of the 3% employer matching contribution to reduce the employee's insurance premium contribution.

2.4 Mandatory Direct Deposit

2.4.1 The employees covered by this MOU are required as a condition of employment to enroll in direct deposit for the payment of wages

2.5 Standby Pay During Non-Irrigation Season

2.5.1 Employees in the following positions shall, during non-irrigation season, be assigned to perform standby services for a period of 7 contiguous days:

- Assistant Water Operations Manager
- Water Operations Supervisor

Only one such person shall be on standby during each day of duty.

Employees will receive sixteen (16) hours of Administrative Leave per year to compensate employees for standby assignments. Hours will be added during the 1st pay period of each year.

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. 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 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 may vary from those benefits available under other District 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 six-hundred (600) hours (8 hrs x 75 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

4.2.1 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 Oakdale Irrigation District Personnel Policies and Procedures Section 5.803 (Sick Leave).

4.2.2 Payment of Sick Leave at Retirement or Termination of Employment. At the time of retirement or termination of employment, Supervisory employees will receive thirty (30%) percent of their pro-rated salary for each day of accrued and unused sick leave for the first sixty (60) days, and fifty (50%) percent of their pro-rated salary for each day of accrued and unused sick leave for all days in excess of sixty (60) days.

4.3 Miscellaneous Short Term Leaves

Employees may also take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they perform these duties will receive their full salary for that workweek. Otherwise, employees may substitute accrued vacation or floating holiday pay to receive pay for leaves taken for these purposes. See Oakdale Irrigation District Personnel Policies and Procedures Section (5.813 Miscellaneous Short Term Leaves).

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 Oakdale Irrigation District Personnel Policies and Procedures Section 5.905 (Employee Health and Wellness Program).

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, 2022.

OAKDALE IRRIGATION DISTRICT

By: _____ Date _____
Steve Knell, General Manager

EXEMPT SUPERVISORY EMPLOYEES

By: _____ Date _____
Anthony ("A. J.") Borba

By: _____ Date _____
Joe Kosakiewicz

Appendix "A"

3%

OAKDALE IRRIGATION DISTRICT 2020 SALARY SCHEDULE NON UNION EMPLOYEES AS OF JANUARY 5, 2020

| EXEMPT SUPERVISORY UNIT | HOURLY | | | | | BI-WEEKLY | | | | | MONTHLY | | | | |
|--|--------|--------|--------|--------|--------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| ASSISTANT ENGINEER | 42.09 | 44.19 | 46.40 | 48.72 | 51.16 | 3,367.22 | 3,535.58 | 3,712.36 | 3,897.98 | 4,092.88 | 7,295.65 | 7,660.43 | 8,043.45 | 8,445.62 | 8,867.90 |
| ASSISTANT WATER OPERATIONS MANAGER | 43.77 | 45.96 | 48.26 | 50.67 | 53.20 | 3,501.73 | 3,676.82 | 3,860.66 | 4,053.69 | 4,256.37 | 7,587.08 | 7,966.43 | 8,364.76 | 8,782.99 | 9,222.14 |
| ASSOCIATE ENGINEER | 49.15 | 51.61 | 54.19 | 56.90 | 59.74 | 3,932.12 | 4,128.73 | 4,335.17 | 4,551.93 | 4,779.52 | 8,519.60 | 8,945.58 | 9,392.86 | 9,862.51 | 10,355.63 |
| EXECUTIVE ASSISTANT/CLERK TO THE BOARD | 32.31 | 33.92 | 35.62 | 37.40 | 39.27 | 2,584.55 | 2,713.78 | 2,849.46 | 2,991.94 | 3,141.54 | 5,599.86 | 5,879.85 | 6,173.84 | 6,482.53 | 6,806.66 |
| FIELD OPERATIONS SUPERVISOR | 39.64 | 41.62 | 43.70 | 45.89 | 48.18 | 3,171.02 | 3,329.57 | 3,496.05 | 3,670.85 | 3,854.39 | 6,870.54 | 7,214.06 | 7,574.77 | 7,953.50 | 8,351.18 |
| FLEET MAINTENANCE SUPERVISOR | 36.07 | 37.88 | 39.77 | 41.76 | 43.85 | 2,885.82 | 3,030.11 | 3,181.62 | 3,340.70 | 3,507.73 | 6,252.61 | 6,565.24 | 6,893.50 | 7,238.17 | 7,600.08 |
| HUMAN RESOURCES ADMINISTRATOR | 42.53 | 44.66 | 46.89 | 49.24 | 51.70 | 3,402.64 | 3,572.77 | 3,751.41 | 3,938.98 | 4,135.92 | 7,372.38 | 7,741.00 | 8,128.05 | 8,534.45 | 8,961.17 |
| IT SYSTEMS ADMINISTRATOR | 44.48 | 46.70 | 49.04 | 51.49 | 54.07 | 3,558.42 | 3,736.34 | 3,923.15 | 4,119.31 | 4,325.28 | 7,709.90 | 8,095.40 | 8,500.17 | 8,925.17 | 9,371.43 |
| SAFETY COORDINATOR | 42.93 | 45.07 | 47.33 | 49.69 | 52.18 | 3,494.12 | 3,605.83 | 3,786.12 | 3,975.43 | 4,174.20 | 7,440.60 | 7,812.63 | 8,203.26 | 8,613.43 | 9,044.10 |
| WATER OPERATIONS SUPERVISOR | 39.64 | 41.62 | 43.70 | 45.89 | 48.18 | 3,171.02 | 3,329.57 | 3,496.05 | 3,670.85 | 3,854.39 | 6,870.54 | 7,214.06 | 7,574.77 | 7,953.50 | 8,351.18 |
| WATER UTILITIES & SCADA SUPERVISOR | 41.82 | 43.91 | 46.10 | 48.41 | 50.83 | 3,345.42 | 3,512.69 | 3,688.33 | 3,872.74 | 4,066.38 | 7,248.42 | 7,610.84 | 7,991.38 | 8,390.95 | 8,810.49 |

3%

OAKDALE IRRIGATION DISTRICT 2021 SALARY SCHEDULE NON UNION EMPLOYEES AS OF JANUARY 3, 2021

| EXEMPT SUPERVISORY UNIT | HOURLY | | | | | BI-WEEKLY | | | | | MONTHLY | | | | |
|--|--------|--------|--------|--------|--------|-----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| ASSISTANT ENGINEER | 43.35 | 45.52 | 47.80 | 50.19 | 52.69 | 3,468.17 | 3,641.58 | 3,823.66 | 4,014.84 | 4,215.58 | 7,514.37 | 7,890.09 | 8,284.59 | 8,698.82 | 9,133.77 |
| ASSISTANT WATER OPERATIONS MANAGER | 45.08 | 47.33 | 49.70 | 52.19 | 54.80 | 3,606.46 | 3,786.79 | 3,976.13 | 4,174.93 | 4,383.68 | 7,814.01 | 8,204.71 | 8,614.94 | 9,045.69 | 9,497.97 |
| ASSOCIATE ENGINEER | 50.62 | 53.15 | 55.81 | 58.60 | 61.53 | 4,049.82 | 4,252.31 | 4,464.92 | 4,688.17 | 4,922.58 | 8,744.60 | 9,213.33 | 9,674.00 | 10,157.70 | 10,665.58 |
| EXECUTIVE ASSISTANT/CLERK TO THE BOARD | 33.28 | 34.94 | 36.69 | 38.52 | 40.45 | 2,662.14 | 2,795.25 | 2,935.01 | 3,081.76 | 3,235.85 | 5,767.97 | 6,056.37 | 6,359.19 | 6,677.15 | 7,011.00 |
| FIELD OPERATIONS SUPERVISOR | 40.83 | 42.87 | 45.01 | 47.26 | 49.63 | 3,266.16 | 3,429.46 | 3,600.94 | 3,780.98 | 3,970.03 | 7,076.67 | 7,430.50 | 7,802.03 | 8,192.13 | 8,601.74 |
| FLEET MAINTENANCE SUPERVISOR | 37.16 | 39.02 | 40.97 | 43.01 | 45.17 | 2,972.62 | 3,121.25 | 3,277.32 | 3,441.18 | 3,613.24 | 6,440.68 | 6,762.71 | 7,100.85 | 7,455.89 | 7,828.69 |
| HUMAN RESOURCES ADMINISTRATOR | 43.81 | 46.00 | 48.30 | 50.72 | 53.25 | 3,504.78 | 3,680.02 | 3,864.02 | 4,057.22 | 4,260.08 | 7,593.69 | 7,973.37 | 8,372.04 | 8,790.64 | 9,230.17 |
| IT SYSTEMS ADMINISTRATOR | 45.82 | 48.11 | 50.51 | 53.04 | 55.69 | 3,665.44 | 3,848.71 | 4,041.15 | 4,243.21 | 4,455.37 | 7,941.79 | 8,336.88 | 8,755.83 | 9,193.62 | 9,653.30 |
| SAFETY COORDINATOR | 44.22 | 46.43 | 48.75 | 51.19 | 53.75 | 3,537.32 | 3,714.18 | 3,899.89 | 4,094.89 | 4,299.63 | 7,664.19 | 8,047.40 | 8,449.77 | 8,872.26 | 9,315.87 |
| WATER OPERATIONS SUPERVISOR | 40.83 | 42.87 | 45.01 | 47.26 | 49.63 | 3,266.16 | 3,429.46 | 3,600.94 | 3,780.98 | 3,970.03 | 7,076.67 | 7,430.50 | 7,802.03 | 8,192.13 | 8,601.74 |
| WATER UTILITIES & SCADA SUPERVISOR | 43.07 | 45.23 | 47.49 | 49.86 | 52.35 | 3,445.80 | 3,618.09 | 3,799.00 | 3,988.94 | 4,188.39 | 7,465.90 | 7,839.20 | 8,231.16 | 8,642.71 | 9,074.85 |

OAKDALE IRRIGATION DISTRICT
 2022 SALARY SCHEDULE
 NON UNION EMPLOYEES
 AS OF JANUARY 2, 2022

| EXEMPT SUPERVISORY UNIT | HOURLY | | | | | BI-WEEKLY | | | | | MONTHLY | | | | |
|--|--------|--------|--------|--------|--------|-----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| ASSISTANT ENGINEER | 44.65 | 46.89 | 49.23 | 51.69 | 54.28 | 3,572.72 | 3,750.83 | 3,938.37 | 4,135.29 | 4,342.05 | 7,739.80 | 8,126.79 | 8,533.13 | 8,959.79 | 9,407.78 |
| ASSISTANT WATER OPERATIONS MANAGER | 46.43 | 48.75 | 51.19 | 53.75 | 56.44 | 3,714.66 | 3,900.39 | 4,095.41 | 4,300.18 | 4,515.19 | 8,048.43 | 8,450.85 | 8,873.39 | 9,317.06 | 9,782.91 |
| ASSOCIATE ENGINEER | 52.14 | 54.75 | 57.49 | 60.36 | 63.38 | 4,171.31 | 4,379.88 | 4,598.87 | 4,828.81 | 5,070.25 | 9,037.84 | 9,489.73 | 9,964.22 | 10,462.43 | 10,985.55 |
| EXECUTIVE ASSISTANT/CLERK TO THE BOARD | 34.28 | 35.99 | 37.79 | 39.68 | 41.66 | 2,742.13 | 2,879.24 | 3,023.20 | 3,174.36 | 3,333.08 | 5,941.29 | 6,238.35 | 6,550.27 | 6,877.78 | 7,221.67 |
| FIELD OPERATIONS SUPERVISOR | 42.05 | 44.15 | 46.36 | 48.68 | 51.11 | 3,364.14 | 3,532.35 | 3,708.96 | 3,894.41 | 4,089.13 | 7,288.97 | 7,653.42 | 8,036.09 | 8,437.89 | 8,859.79 |
| FLEET MAINTENANCE SUPERVISOR | 38.27 | 40.19 | 42.20 | 44.31 | 46.52 | 3,061.80 | 3,214.89 | 3,375.63 | 3,544.42 | 3,721.64 | 6,633.90 | 6,965.60 | 7,313.88 | 7,679.57 | 8,063.55 |
| HUMAN RESOURCES ADMINISTRATOR | 45.12 | 47.38 | 49.75 | 52.24 | 54.85 | 3,609.85 | 3,790.35 | 3,979.86 | 4,178.86 | 4,387.80 | 7,821.35 | 8,212.42 | 8,623.04 | 9,054.19 | 9,506.90 |
| IT SYSTEMS ADMINISTRATOR | 47.19 | 49.55 | 52.03 | 54.63 | 57.36 | 3,775.26 | 3,964.03 | 4,162.23 | 4,370.34 | 4,588.86 | 8,179.74 | 8,588.72 | 9,018.16 | 9,469.07 | 9,942.52 |
| SAFETY COORDINATOR | 45.54 | 47.82 | 50.21 | 52.72 | 55.36 | 3,643.44 | 3,825.61 | 4,016.89 | 4,217.73 | 4,428.62 | 7,894.11 | 8,288.82 | 8,703.26 | 9,138.42 | 9,595.35 |
| WATER OPERATIONS SUPERVISOR | 42.05 | 44.15 | 46.36 | 48.68 | 51.11 | 3,364.14 | 3,532.35 | 3,708.96 | 3,894.41 | 4,089.13 | 7,288.97 | 7,653.42 | 8,036.09 | 8,437.89 | 8,859.79 |
| WATER UTILITIES & SCADA SUPERVISOR | 44.36 | 46.58 | 48.91 | 51.36 | 53.93 | 3,549.17 | 3,726.63 | 3,912.96 | 4,108.61 | 4,314.04 | 7,689.88 | 8,074.37 | 8,478.09 | 8,902.00 | 9,347.09 |

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

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

WHEREAS, on April 30, 2020, 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 May 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 12
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 JANUARY 1, 2020

RECOMMENDED ACTION: Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Management Bargaining Group Effective January 1, 2020

BACKGROUND AND/OR HISTORY:

At the November 19, 2019 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:

- Three (3) year contract effective January 1, 2020 through December 31, 2022
- Cost of living adjustments
 - Three percent (3.0%) effective January 5, 2020, January 3, 2021 and January 2, 2022
- Equity adjustments as proposed
- Increase 457 retirement match from 3% to 4%
- Health insurance rates as approved by the Board on November 19, 2019
- Dental and vision insurance rates as approved by the Board on August 20, 2019

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

FISCAL IMPACT: Under Board approved budget

ATTACHMENTS:

- Exempt Management Memorandum of Understanding
 - Resolution 2020-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
BETWEEN THE
OAKDALE IRRIGATION DISTRICT
AND ITS
EXEMPT MANAGEMENT
EMPLOYEES**

January 1, 2020
Through
December 31, 2022

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

JANUARY 1, 2020 through DECEMBER 31, 2022

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 three (3) years, from January 1, 2020 through December 31, 2022.

SECTION 2 – COMPENSATION

2.1 Salaries – Base Wage Adjustments

2.1.1 Base Wage Adjustment (Cost of Living Adjustment).

Cost of Living wage increases effective at the beginning of the following pay periods, and as described in Appendix "A".

| | |
|-------------------|----|
| • January 5, 2020 | 3% |
| • January 3, 2021 | 3% |
| • January 2, 2022 | 3% |

2.1.2 Base Wage Adjustment (Equity Pay Adjustment)

Equity pay increase in wages effective in the pay period beginning January 5, 2020 in the following job classifications, and as described in Appendix "A"

| | |
|--|--------|
| • Chief Financial Officer | 9.75% |
| • Support Services Manager | 3.00% |
| • Water Operations Manager/District Engineer | 11.80% |

2.1.3 The levels of pay identified under the Salary Schedule (Step 1-Step 5) 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 the General Manager.

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.

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 began paying an additional 1% of the employee's contribution; and
- (e) Effective January 1st of each subsequent year thereafter, employees began paying an additional 1% of the employee's contribution until the employee's maximum contribution of 7% was 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 4% of base wages to the employee's 457 Plan account. Employees may use 1.5% of the 4% employer matching contribution to reduce the employee's insurance premium contribution.

2.4 Mandatory Direct Deposit

2.4.1 The employees covered by this MOU are required as a condition of employment to enroll in direct deposit for the payment of wages.

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. The District's 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 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 other District 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 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 six-hundred (600) hours (8 hrs x 75 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 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 Oakdale Irrigation District Personnel Policies and Procedures Section 5.803 (Sick Leave).

4.2.2 At the time of retirement or termination of employment, Exempt Management Employees will receive fifty (50%) percent of their pro-rated salary for each day of accrued and unused sick leave.

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 Oakdale Irrigation District Personnel Policies and Procedures Section 5.905 (Employee Health and Wellness Program).

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

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, 2022.

OAKDALE IRRIGATION DISTRICT

By:  Date 4/30/20
Steve Knell, General Manager

EXEMPT MANAGEMENT BARGAINING GROUP

By:  Date 4/30/20
Sharon Cisneros

By:  Date 4/30/2020
Jason Jones

By:  Date 4/30/20
Eric Thorburn, P.E.

Appendix "A"

3%

OAKDALE IRRIGATION DISTRICT
2020 SALARY SCHEDULE
NON UNION EMPLOYEES
AS OF JANUARY 5, 2020

| EXEMPT MANAGEMENT | HOURLY | | | | | BI-WEEKLY | | | | | MONTHLY | | | | |
|--|--------|--------|--------|--------|--------|-----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| CHIEF FINANCIAL OFFICER/TREASURER | 69.15 | 72.60 | 76.23 | 80.04 | 84.05 | 5,531.66 | 5,808.24 | 6,098.66 | 6,403.59 | 6,723.77 | 11,985.26 | 12,584.53 | 13,213.75 | 13,874.44 | 14,568.16 |
| SUPPORT SERVICES MANAGER | 64.89 | 68.14 | 71.54 | 75.12 | 78.88 | 5,191.44 | 5,451.02 | 5,723.57 | 6,009.75 | 6,310.23 | 11,248.13 | 11,810.54 | 12,401.06 | 13,021.12 | 13,672.17 |
| WATER OPERATIONS MANAGER/DISTRICT ENGINEER | 70.44 | 73.96 | 77.66 | 81.54 | 85.62 | 5,634.99 | 5,916.73 | 6,212.57 | 6,523.20 | 6,849.36 | 12,209.13 | 12,819.59 | 13,460.57 | 14,133.60 | 14,840.28 |

3%

OAKDALE IRRIGATION DISTRICT
2021 SALARY SCHEDULE
NON UNION EMPLOYEES
AS OF JANUARY 3, 2021

| EXEMPT MANAGEMENT | HOURLY | | | | | BI-WEEKLY | | | | | MONTHLY | | | | |
|--|--------|--------|--------|--------|--------|-----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| CHIEF FINANCIAL OFFICER/TREASURER | 71.22 | 74.78 | 78.52 | 82.45 | 86.57 | 5,697.81 | 5,982.70 | 6,281.83 | 6,595.92 | 6,925.72 | 12,345.25 | 12,962.51 | 13,610.64 | 14,291.17 | 15,005.73 |
| SUPPORT SERVICES MANAGER | 66.84 | 70.18 | 73.69 | 77.38 | 81.25 | 5,347.33 | 5,614.70 | 5,895.43 | 6,190.20 | 6,499.71 | 11,585.88 | 12,165.17 | 12,773.43 | 13,412.10 | 14,082.71 |
| WATER OPERATIONS MANAGER/DISTRICT ENGINEER | 72.55 | 76.18 | 79.99 | 83.99 | 88.19 | 5,804.24 | 6,094.45 | 6,399.17 | 6,719.13 | 7,055.09 | 12,575.85 | 13,204.64 | 13,864.87 | 14,558.12 | 15,286.02 |

3%

OAKDALE IRRIGATION DISTRICT
2022 SALARY SCHEDULE
NON UNION EMPLOYEES
AS OF JANUARY 2, 2022

| EXEMPT MANAGEMENT | HOURLY | | | | | BI-WEEKLY | | | | | MONTHLY | | | | |
|--|--------|--------|--------|--------|--------|-----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| CHIEF FINANCIAL OFFICER/TREASURER | 73.36 | 77.03 | 80.88 | 84.92 | 89.17 | 5,868.74 | 6,162.18 | 6,470.29 | 6,793.80 | 7,133.49 | 12,715.61 | 13,351.39 | 14,018.96 | 14,719.90 | 15,455.90 |
| SUPPORT SERVICES MANAGER | 68.85 | 72.29 | 75.90 | 79.70 | 83.68 | 5,507.75 | 5,783.14 | 6,072.29 | 6,375.91 | 6,694.70 | 11,933.46 | 12,530.13 | 13,156.64 | 13,814.47 | 14,505.19 |
| WATER OPERATIONS MANAGER/DISTRICT ENGINEER | 74.73 | 78.47 | 82.39 | 86.51 | 90.83 | 5,978.37 | 6,277.28 | 6,591.15 | 6,920.71 | 7,266.74 | 12,953.13 | 13,600.78 | 14,280.82 | 14,994.86 | 15,744.60 |

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

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

WHEREAS, on April 30, 2020, 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 May 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 13
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION APPROVING THE EMPLOYEE 2020 OFFICIAL SALARY AND WAGE SCHEDULE

RECOMMENDED ACTION: Adopt Resolution Approving Employee 2020 Official Salary and Wage Schedule

BACKGROUND AND/OR HISTORY:

The attached salary and wage schedules approving a 3.5% wage increase for Operating Engineers Local Union No. 3 and 3.0% for the three (3) unrepresented groups was agreed upon as part of 2020 negotiations.

3.5%

- Operating Engineers Local Union No. 3

3.0%

- Non-Exempt Confidential Group
- Exempt Supervisory Group
- Exempt Management Group

FISCAL IMPACT: Included in 2020 Budget

ATTACHMENTS:

- Unrepresented Employees Salary Schedule
 - Resolution 2020-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
2020 SALARY SCHEDULE
NON UNION EMPLOYEES
AS OF JANUARY 5, 2020

HOURLY

BI-WEEKLY

MONTHLY

| EXEMPT MANAGEMENT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|--------|--------|--------|--------|--------|
| CHIEF FINANCIAL OFFICER/TREASURER | 69.15 | 72.60 | 76.23 | 80.04 | 84.05 |
| SUPPORT SERVICES MANAGER | 64.89 | 68.14 | 71.54 | 75.12 | 78.88 |
| WATER OPERATIONS MANAGER/DISTRICT ENGINEER | 70.44 | 73.96 | 77.66 | 81.54 | 85.62 |

| EXEMPT MANAGEMENT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|----------|----------|----------|----------|----------|
| CHIEF FINANCIAL OFFICER/TREASURER | 5,531.66 | 5,808.24 | 6,098.66 | 6,403.59 | 6,723.77 |
| SUPPORT SERVICES MANAGER | 5,191.44 | 5,451.02 | 5,723.57 | 6,009.75 | 6,310.23 |
| WATER OPERATIONS MANAGER/DISTRICT ENGINEER | 5,634.99 | 5,916.73 | 6,212.57 | 6,523.20 | 6,849.36 |

| EXEMPT MANAGEMENT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|-----------|-----------|-----------|-----------|-----------|
| CHIEF FINANCIAL OFFICER/TREASURER | 11,985.26 | 12,584.53 | 13,213.75 | 13,874.44 | 14,568.16 |
| SUPPORT SERVICES MANAGER | 11,248.13 | 11,810.54 | 12,401.06 | 13,021.12 | 13,672.17 |
| WATER OPERATIONS MANAGER/DISTRICT ENGINEER | 12,209.13 | 12,819.59 | 13,460.57 | 14,133.60 | 14,840.28 |

| EXEMPT SUPERVISORY UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|--------|--------|--------|--------|--------|
| ASSISTANT ENGINEER | 42.09 | 44.19 | 46.40 | 48.72 | 51.16 |
| ASSISTANT WATER OPERATIONS MANAGER | 43.77 | 45.96 | 48.26 | 50.67 | 53.20 |
| ASSOCIATE ENGINEER | 49.15 | 51.61 | 54.19 | 56.90 | 59.74 |
| EXECUTIVE ASSISTANT/CLERK TO THE BOARD | 32.31 | 33.92 | 35.62 | 37.40 | 39.27 |
| FIELD OPERATIONS SUPERVISOR | 39.64 | 41.62 | 43.70 | 45.89 | 48.18 |
| FLEET MAINTENANCE SUPERVISOR | 36.07 | 37.88 | 39.77 | 41.76 | 43.85 |
| HUMAN RESOURCES ADMINISTRATOR | 42.53 | 44.66 | 46.89 | 49.24 | 51.70 |
| IT SYSTEMS ADMINISTRATOR | 44.48 | 46.70 | 49.04 | 51.49 | 54.07 |
| SAFETY COORDINATOR | 42.93 | 45.07 | 47.33 | 49.69 | 52.18 |
| WATER OPERATIONS SUPERVISOR | 39.64 | 41.62 | 43.70 | 45.89 | 48.18 |
| WATER UTILITIES & SCADA SUPERVISOR | 41.82 | 43.91 | 46.10 | 48.41 | 50.83 |

| EXEMPT SUPERVISORY UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|----------|----------|----------|----------|----------|
| ASSISTANT ENGINEER | 3,367.22 | 3,535.58 | 3,712.36 | 3,897.98 | 4,092.88 |
| ASSISTANT WATER OPERATIONS MANAGER | 3,501.73 | 3,676.82 | 3,860.66 | 4,053.69 | 4,256.37 |
| ASSOCIATE ENGINEER | 3,932.12 | 4,128.73 | 4,335.17 | 4,551.93 | 4,779.52 |
| EXECUTIVE ASSISTANT/CLERK TO THE BOARD | 2,584.55 | 2,713.78 | 2,849.46 | 2,991.94 | 3,141.54 |
| FIELD OPERATIONS SUPERVISOR | 3,171.02 | 3,329.57 | 3,496.05 | 3,670.85 | 3,854.39 |
| FLEET MAINTENANCE SUPERVISOR | 2,885.82 | 3,030.11 | 3,181.62 | 3,340.70 | 3,507.73 |
| HUMAN RESOURCES ADMINISTRATOR | 3,402.64 | 3,572.77 | 3,751.41 | 3,938.98 | 4,135.92 |
| IT SYSTEMS ADMINISTRATOR | 3,558.42 | 3,736.34 | 3,923.15 | 4,119.31 | 4,325.28 |
| SAFETY COORDINATOR | 3,434.12 | 3,605.83 | 3,786.12 | 3,975.43 | 4,174.20 |
| WATER OPERATIONS SUPERVISOR | 3,171.02 | 3,329.57 | 3,496.05 | 3,670.85 | 3,854.39 |
| WATER UTILITIES & SCADA SUPERVISOR | 3,345.42 | 3,512.69 | 3,688.33 | 3,872.74 | 4,066.38 |

| EXEMPT SUPERVISORY UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|----------|----------|----------|----------|-----------|
| ASSISTANT ENGINEER | 7,295.65 | 7,660.43 | 8,043.45 | 8,445.62 | 8,867.90 |
| ASSISTANT WATER OPERATIONS MANAGER | 7,587.08 | 7,966.43 | 8,364.76 | 8,782.99 | 9,222.14 |
| ASSOCIATE ENGINEER | 8,519.60 | 8,945.58 | 9,392.86 | 9,862.51 | 10,355.63 |
| EXECUTIVE ASSISTANT/CLERK TO THE BOARD | 5,599.86 | 5,879.85 | 6,173.84 | 6,482.53 | 6,806.66 |
| FIELD OPERATIONS SUPERVISOR | 6,870.54 | 7,214.06 | 7,574.77 | 7,953.50 | 8,351.18 |
| FLEET MAINTENANCE SUPERVISOR | 6,252.61 | 6,565.24 | 6,893.50 | 7,238.17 | 7,600.08 |
| HUMAN RESOURCES ADMINISTRATOR | 7,372.38 | 7,741.00 | 8,128.05 | 8,534.45 | 8,961.17 |
| IT SYSTEMS ADMINISTRATOR | 7,709.90 | 8,095.40 | 8,500.17 | 8,925.17 | 9,371.43 |
| SAFETY COORDINATOR | 7,440.60 | 7,812.63 | 8,203.26 | 8,613.43 | 9,044.10 |
| WATER OPERATIONS SUPERVISOR | 6,870.54 | 7,214.06 | 7,574.77 | 7,953.50 | 8,351.18 |
| WATER UTILITIES & SCADA SUPERVISOR | 7,248.42 | 7,610.84 | 7,991.38 | 8,390.95 | 8,810.49 |

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|--------|--------|--------|--------|--------|
| ACCOUNTANT | 33.57 | 35.24 | 37.01 | 38.86 | 40.80 |
| ACCOUNT CLERK | 23.14 | 24.30 | 25.52 | 26.79 | 28.13 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 27.88 | 29.28 | 30.74 | 32.28 | 33.89 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 20.17 | 21.18 | 22.23 | 23.35 | 24.51 |

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|----------|----------|----------|----------|----------|
| ACCOUNTANT | 2,685.31 | 2,819.57 | 2,960.55 | 3,108.58 | 3,264.01 |
| ACCOUNT CLERK | 1,851.55 | 1,944.12 | 2,041.33 | 2,143.40 | 2,250.57 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 2,230.51 | 2,342.04 | 2,459.14 | 2,582.10 | 2,711.20 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 1,613.41 | 1,694.08 | 1,778.78 | 1,867.72 | 1,961.11 |

| NON-EXEMPT CONFIDENTIAL UNIT | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|----------|----------|----------|----------|----------|
| ACCOUNTANT | 5,818.16 | 6,109.07 | 6,414.52 | 6,735.25 | 7,072.01 |
| ACCOUNT CLERK | 4,011.68 | 4,212.27 | 4,422.88 | 4,644.02 | 4,876.22 |
| PAYROLL CLERK / ADMINISTRATION CLERK | 4,832.77 | 5,074.41 | 5,328.13 | 5,594.54 | 5,874.27 |
| RECEPTIONIST/CLERK TYPIST/FILE CLERK | 3,495.71 | 3,670.50 | 3,854.02 | 4,046.73 | 4,249.06 |

**OAKDALE IRRIGATION DISTRICT
2020 SALARY SCHEDULE
UNION CLASSIFICATIONS
AS OF JANUARY 5, 2020**

| TITLE | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--|---------------|---------------|---------------|---------------|---------------|
| Construction & Maintenance Worker | \$26.49 | \$27.82 | \$29.21 | \$30.67 | \$32.20 |
| Distribution System Operator/Construction & Maintenance Worker | \$26.49 | \$27.82 | \$29.21 | \$30.67 | \$32.20 |
| Equipment Operator | \$29.48 | \$30.95 | \$32.50 | \$34.12 | \$35.83 |
| Fleet Equipment / Mechanic | \$27.20 | \$28.56 | \$29.99 | \$31.49 | \$33.06 |
| Leadman - Construction & Maintenance | \$29.14 | \$30.60 | \$32.13 | \$33.73 | \$35.42 |
| Leadman - Distribution System Operator/Construction & Maintenance Worker (Irrigation Season) | \$32.98 | \$34.63 | \$36.36 | \$38.18 | \$40.09 |
| Leadman - Maintenance & Operations | \$31.82 | \$33.41 | \$35.08 | \$36.84 | \$38.68 |
| Maintenance / Operations Worker | \$28.93 | \$30.37 | \$31.89 | \$33.49 | \$35.16 |
| SCADA Serviceman | \$29.40 | \$30.87 | \$32.41 | \$34.03 | \$35.73 |
| SCADA Technician | \$34.40 | \$36.12 | \$37.93 | \$39.83 | \$41.82 |
| Warehouseman / Yardman | \$26.49 | \$27.82 | \$29.21 | \$30.67 | \$32.20 |
| Water Utilities Serviceman | \$25.91 | \$27.20 | \$28.56 | \$29.99 | \$31.49 |
| Water Utilities Technician | \$29.54 | \$31.01 | \$32.56 | \$34.19 | \$35.90 |

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**ACCEPTANCE OF 2020 OFFICIAL
SALARY AND WAGE SCHEDULE**

WHEREAS, on April 23 and 30, 2020, 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 Operating Engineers Local Union No. 3, 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 2020 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 April 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: May 5, 2020
Item Number: 14
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO REQUEST EACH DIRECTOR TO EXECUTE A RALPH M. BROWN ACT COMPLIANCE AGREEMENT

RECOMMENDED ACTION: Approve Execution of a Ralph M. Brown Act Compliance Agreement by the Board of Directors

BACKGROUND AND/OR HISTORY:

As a requirement of the two Censures of Director Linda Santos, the Board of Directors requested that Director Santos acknowledge her legal obligations and commit to comply with California Government Code Section 54963(a) of the Ralph M. Brown Act. This section reads, in part, as follows:

A person may not disclose confidential information that has been acquired by being present in a closed session . . . to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

California Government Code Section 54963(a).

It has been recommended by legal counsel that all Directors execute the Compliance Agreement acknowledging their fiduciary obligation as a Director of the Oakdale Irrigation District to maintain the confidentiality of attorney-client privileged information and agree to comply with this obligation.

A Compliance Agreement has been prepared for each Director who sits on the Oakdale Irrigation District's Board of Directors and it is requested that each Director execute the agreement.

FISCAL IMPACT: None

ATTACHMENTS:

- Compliance Agreements
-

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
BOARD OF DIRECTORS
COMPLIANCE AGREEMENT**

The undersigned agrees to the following:

1. The Ralph M. Brown Act provides in part as follows:

A person may not disclose confidential information that has been acquired by being present in a closed session . . . to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

Cal. Govt Code Section 54963(a).

2. I understand that Section 54963(a) applies to all Closed Session meetings of the Oakdale Irrigation District Board of Directors. I understand that Section 54963(a) applies to me in my official capacity as a Director of the Oakdale Irrigation District. I understand my obligations under Section 54963(a) and agree to comply with them.
3. I understand that I have a fiduciary obligation as a Director of the Oakdale Irrigation District Board to maintain the confidentiality of attorney-client privileged information. I agree to comply with this obligation.

Date: _____

Name: Thomas D. Orvis
Director

RESIGNATION

I hereby resign my position as a Director of Oakdale Irrigation District, the Tri-Dam Project, and the Tri-Dam Authority, with immediate effect.

Date: _____

Name:

**OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
COMPLIANCE AGREEMENT**

The undersigned agrees to the following:

1. The Ralph M. Brown Act provides in part as follows:

A person may not disclose confidential information that has been acquired by being present in a closed session . . . to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

Cal. Govt Code Section 54963(a).

2. I understand that Section 54963(a) applies to all Closed Session meetings of the Oakdale Irrigation District Board of Directors. I understand that Section 54963(a) applies to me in my official capacity as a Director of the Oakdale Irrigation District. I understand my obligations under Section 54963(a) and agree to comply with them.
3. I understand that I have a fiduciary obligation as a Director of the Oakdale Irrigation District Board to maintain the confidentiality of attorney-client privileged information. I agree to comply with this obligation.

Date: _____

Name: Gail Altieri
Director

RESIGNATION

I hereby resign my position as a Director of Oakdale Irrigation District, the Tri-Dam Project, and the Tri-Dam Authority, with immediate effect.

Date: _____

Name:

**OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
COMPLIANCE AGREEMENT**

The undersigned agrees to the following:

1. The Ralph M. Brown Act provides in part as follows:

A person may not disclose confidential information that has been acquired by being present in a closed session . . . to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

Cal. Govt Code Section 54963(a).

2. I understand that Section 54963(a) applies to all Closed Session meetings of the Oakdale Irrigation District Board of Directors. I understand that Section 54963(a) applies to me in my official capacity as a Director of the Oakdale Irrigation District. I understand my obligations under Section 54963(a) and agree to comply with them.
3. I understand that I have a fiduciary obligation as a Director of the Oakdale Irrigation District Board to maintain the confidentiality of attorney-client privileged information. I agree to comply with this obligation.

Date: _____

Name: Linda Santos
Director

RESIGNATION

I hereby resign my position as a Director of Oakdale Irrigation District, the Tri-Dam Project, and the Tri-Dam Authority, with immediate effect.

Date: _____

Name:

**OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
COMPLIANCE AGREEMENT**

The undersigned agrees to the following:

1. The Ralph M. Brown Act provides in part as follows:

A person may not disclose confidential information that has been acquired by being present in a closed session . . . to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

Cal. Govt Code Section 54963(a).

2. I understand that Section 54963(a) applies to all Closed Session meetings of the Oakdale Irrigation District Board of Directors. I understand that Section 54963(a) applies to me in my official capacity as a Director of the Oakdale Irrigation District. I understand my obligations under Section 54963(a) and agree to comply with them.
3. I understand that I have a fiduciary obligation as a Director of the Oakdale Irrigation District Board to maintain the confidentiality of attorney-client privileged information. I agree to comply with this obligation.

Date: _____

Name: Herman Doornenbal
Director

RESIGNATION

I hereby resign my position as a Director of Oakdale Irrigation District, the Tri-Dam Project, and the Tri-Dam Authority, with immediate effect.

Date: _____

Name:

**OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
COMPLIANCE AGREEMENT**

The undersigned agrees to the following:

1. The Ralph M. Brown Act provides in part as follows:

A person may not disclose confidential information that has been acquired by being present in a closed session . . . to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

Cal. Govt Code Section 54963(a).

2. I understand that Section 54963(a) applies to all Closed Session meetings of the Oakdale Irrigation District Board of Directors. I understand that Section 54963(a) applies to me in my official capacity as a Director of the Oakdale Irrigation District. I understand my obligations under Section 54963(a) and agree to comply with them.
3. I understand that I have a fiduciary obligation as a Director of the Oakdale Irrigation District Board to maintain the confidentiality of attorney-client privileged information. I agree to comply with this obligation.

Date: _____

Name: Brad DeBoer
Director

RESIGNATION

I hereby resign my position as a Director of Oakdale Irrigation District, the Tri-Dam Project, and the Tri-Dam Authority, with immediate effect.

Date: _____

Name:



DISCUSSION ITEMS

**BOARD MEETING OF
MAY 5, 2020**

DISCUSSION ITEM

Date: May 5, 2020
Item Number: 15
APN: N/A

SUBJECT: DISCUSSION ON THE PROPOSED CHANGES TO THE OAKDALE IRRIGATION DISTRICT SURFACE WATER SHORTAGE POLICY

BACKGROUND AND DISCUSSION:

Oakdale Irrigation District's (OID) Surface Water Shortage Policy (Policy) was originally adopted in 2008 and then updated in 2016 to provide a guide to the District and its Board during periods of water shortages. However, OID's in-district water demand has decreased and operations have changed over the last several years as a result of both improved on-farm and OID operational efficiency. Staff recommends updating the existing policy to reflect current conditions, procedures and operations during water shortages.

Since 1999, OID has invested over \$112 million in infrastructure and automation improvements to OID's conveyance system. Of that, over \$75 million was generated directly from OID water sales. Changes in on-farm water use practices have also occurred during this time due to crop conversion and in response to the most recent drought and implementation of volumetric billing. These OID improvements and on-farm adjustments have contributed to a decline in OID in-district water demand even with the annexation of almost 10,000 acres since 2009. The starting point of level one water shortage procedures in the draft Policy is proposed to drop approximately 15,000 acre feet to 235,000 acre feet of available surface water supplies. However, this may need to be re-evaluated again in the future if and when in-district lands currently using groundwater come back online as SGMA management actions progress.

The proposed revisions within the attached draft Policy update include, but are not limited to, the following:

- Adjustments of allocation thresholds for implementation of level one and level two water shortage procedures
- Facilitation of a Farmer to Farmer Transfer Program as a level two water shortage procedure
- Elimination of Table 1 – Water Resource Inventory & Expenditures

Staff welcomes any comments and/or suggestions to this policy. This policy will be brought back to the Board at a later date for approval on the Consent Calendar.

ATTACHMENTS:

- OID Surface Water Shortage Policy – Redlined Draft
- OID Surface Water Shortage Policy - Clean
- Resolution 2020-NIL

Board Comments:

Surface Water Shortage Policy

Adopted by Resolution No. _____ on ~~March~~ May 5, 2016

Introduction:

When the Oakdale Irrigation District (OID) was formed in 1909 its' specific purpose and charge was and still is as trustee of the surface water rights of the District's constituents. The control and distribution of that water is controlled by the reasonable and beneficial standards under the California Water Code. With respect to those Codes and to the senior water rights of OID, the District is committed to managing this right to the mutual benefit of all lands within the District's service boundaries first and foremost. There will be times however where the quantity of the water right available to the District is insufficient to meet the water demands of the crops grown. In those instances, this Surface Water Shortage Policy (Policy) has been developed to address such shortages.

This Policy is to be used as a guide to the District and its Board during periods of water shortages within the OID service area. Water shortages can occur for a variety of reasons due both to single and multiple events that may include; drought, a lack of spring rains, unseasonably high evapotranspiration, contractual obligations, canal failures on either the North or South Main, etc.

Guiding Principles:

The guiding principles presented below are intended to illustrate the basic assumptions that were used to develop the plan. The guiding principles are as follows:

1. The District's obligation under California Water Code is to manage and deliver surface water resources under its charge ~~in a~~ for reasonable and beneficial ~~manner~~ purposes.
2. All lands within the District boundaries have an equal right to the availability of surface water, irrespective of crop(s) grown.
3. District policy with regard to rotational deliveries of water is to make surface water available when soil moisture depletion levels reach 2.4 inches.
4. Balancing the needs of agriculture to the financial needs of OID, in a time of water shortage, is a Board discretionary decision based on the facts at the time.
- ~~4. Once the surface water resources of the District, as outlined under the 1988 Stipulation Agreement, are exhausted the District will suspend all water deliveries to its constituents.~~
- ~~5. Upon suspension of water deliveries by the District, landowners may secure other in-district opportunities for water delivery and utilization of OID's conveyance facilities may be accommodated upon approval of a Conveyance Agreement.~~
5. The District will permit intra-district water transfers between and among landowners within the District's service area upon approval of a Farmer-to-Farmer Transfer Agreement. The District shall provide administrative and operation services to facilitate these transactions.
6. OID will make its conveyance facilities available for the movement of water intra-district water, when able to do so without impacting OID operations and maintenance, upon approval of a Temporary Permit for Conveyance Channel Use.
7. Once the surface water resources of the District as outlined under the 1988 Stipulation Agreement are exhausted, the District will suspend all water deliveries to its constituents. At that time, ~~the~~ the District will ~~make~~ make available its ~~the~~ groundwater resources ~~owned~~

~~by the District available on an at-cost-basis and as approved by the Board of Directors. Landowners may sign up to use a District Deep Well during the irrigation season, when able to do so without impacting OID operations and maintenance, once surface water deliveries have been suspended.~~

8. During times of diminished or suspended drain water availability, all lands within the District boundaries that rely solely on drain water must secure a direct connection to a surface water conveyance facility or secure other opportunities for water delivery from landowners with groundwater resources.

Levels of Surface Water Shortages and OID's Response:

Under the 1988 Stipulation Agreement with the Bureau of Reclamation, OID can expect water shortages when the annual inflow into New Melones is less than 600,000 acre feet. The shortage levels and the subsequent OID actions to be taken for that shortage level are identified below:

1. Level One – The District allocation is less than ~~250~~235,000 acre feet. As soon as the shortage is known or discovered the District will take any or all of the following actions depending on the shortage:
 - a. Suspension of Out of District Agreements
 - b. Partial utilization of District Deep Wells as required
 - ~~e. Reduction or elimination of all ten (10) day rotations~~
 - d.c. Extended rotation intervals ~~to meet 2.4 inch depletion policy~~ (i.e. 18, 20 or 22 day rotations)

2. Level Two – The District allocation is less than ~~225~~220,000 acre feet. As soon as the shortage is known or discovered the District will take the following actions in the following order:
 - a. All of Level One elements
 - b. Increased utilization of District Deep Wells
 - c. Diminished allocation to Tier 2 constituents as may be necessary
 - ~~e.d.~~ Facilitation of a Farmer to Farmer Transfer Program as described below
 - ~~d.~~ Elimination of all ten (10) day rotations
 - ~~e.~~ Implementation of a Water Allocation Program—described below
 - f.e. Fines for unauthorized use or theft of water and lock-out for the remainder of the season after a second offense
 - ~~g.f.~~ Unreasonable tail water runoff will result in a warning followed by loss of water for the remainder of the season on the second offense Fines for unreasonable tail water runoff as described below

3. Level Three – The District allocation is below 190,000 acre feet. As soon as the shortage is known or discovered the District will take the following actions in the following order:
 - a. All of Level One and Level Two elements
 - b. Full utilization of District Deep Wells
 - c. Suspension of deliveries to Tier 2 constituents
 - ~~e.d.~~ Implementation of a Water Allocation Program as described below.
 - ~~d.e.~~ Irrigation water availability limited to agricultural purposes only (no water to parcels 5 acres or less, ornamental ponds, etc.)

Water Allocation Program

The Program would consist of taking the year's net Surface Water Available in acre feet and dividing it equally amongst the assessed acreage within the District. The resultant number would be the maximum quantity of water offered to each water user. It would be incumbent upon the water users to determine when they wanted to use the water available to them.

Tail Water Discharge Policy & Subsequent Fines

Under a Level ~~Three~~Two water shortage it will be incumbent upon all lands receiving surface irrigation water to ensure that little-to-no water leaves their property. A water user notice will be mailed out after ~~such a water shortage~~ declaration has been made by the Board of Directors informing each water user of the discharge restrictions. Should a landowner be found in violation of this rule they will be issued a notice and fined accordingly. If the landowner is found to be in violation of the rule a second time they will be fined again and lose all rights to future irrigations for the remainder of the irrigation season.

Fines for ~~such~~ violations shall be set and approved by the Board of Directors annually as may be necessary.

Water Allocation Program

The Water Allocation Program would consist of taking the year's net surface water available in acre feet and dividing it equally amongst the assessed Tier I acreage within the District. The resultant number would be the maximum quantity of water allocated in inches per acre to each Tier I water user. It would be incumbent upon the water users to determine when they wanted to use the water available to them.

Farmer to Farmer Transfer Program

The Farmer to Farmer Transfer Program allows farmers to work together to fully utilize available surface water supplies when supply is not expected to be adequate to meet the normal demand of irrigators. Tier I water users may transfer their allocation, as determined by OID through the Water Allocation Program, to other OID Tier I or Tier II lands. Upon execution of a Farmer to Farmer Transfer Program Application Agreement by both the contributing landowner(s) and the receiving landowner(s), OID would facilitate the delivery. The water rate assessed by OID for all water transferred and delivered through the Farmer to Farmer Transfer Program will remain consistent with the OID water rate then in effect for the recipient's lands (Tier I or Tier II) regardless of the OID volumetric water rate (Tier I or Tier II) associated with the lands of the contributing landowner(s).

Water Resources & Current Obligations:

Table 1 — Water Resource Inventory & Expenditures

| | Normal | Level One ^[ET1] | Level Two ^[ET2] | Level Three ^[ET3] |
|------------------|-----------------|----------------------------|----------------------------|------------------------------|
| OID's Allocation | ≥ 250,000 ac-ft | < 250,000 ac-ft | < 225,000 ac-ft | < 190,000 ac-ft |
| Knight's Ferry | —2,250 | —2,250 | —2,250 | —2,250 |

Oakdale Irrigation District - Surface Water Shortage Policy

| | | | | |
|---|---|---------------------------|----------------------------|---|
| Tier 2 Constituents | -25,000 | -25,000 | (0 to 25,000) | 0 |
| Previous October Usage | -10,000 | -10,000 | -10,000 | -10,000 |
| Surface Water Available | ≥ 212,750 ac-ft | < 212,750 ac-ft | < (188k to 213k) | < 187,750 |
| Groundwater | -4,500 | 7,000 | (7,000-15,000) | 18,000 |
| Reclaimed Water ^[ET4] | 12,100 ^[ET5] | -9,500 ^[ET6] | -7,500 ^[ET7] | 3,500 |
| River Water ^[ET8] | -1,000 | -1,000 | -500 ^[ET9] | 0 |
| Sub-Total | ≥ 230,350 ac-ft | < 230,250 ac-ft | < (205k to 230k) | < 209,250 ac-ft |
| Delivery Efficiency (+/- 88%) ^[ET10] | -25,350 | -25,250 | (-25k to 50k) | -29,250 |
| TOTAL (Delivery Available to Turnout) | ≥ 205,000 ac-ft^[ET11] | < 200,000 ac-ft | < (180k to 200k) | < 180k ac-ft^[ET12] |
| Shortfall from Normal | | | 0 to 25k | >25k |

[ET13]



OAKDALE IRRIGATION DISTRICT

Miscellaneous Policies and Procedures

Title
2 – OPERATIONS

Chapter
1

Section
2.109 Surface Water
Shortage Policy

Adopted: December 2, 2008

Revised: March 1, 2016, May 5,
2020

Page 1 of 4

PURPOSE

The Board of Directors of the Oakdale Irrigation District (“District”) adopted a Surface Water Shortage Policy to provide a guide to the District and its Board during periods of water shortages. Adoption of this policy was and is a critical component of water resource management.

SCOPE

When the Oakdale Irrigation District (OID) was formed in 1909 its’ specific purpose and charge was and still is as trustee of the surface water rights of the District’s constituents. The control and distribution of that water is controlled by the reasonable and beneficial standards under the California Water Code. With respect to those Codes and to the senior water rights of OID, the District is committed to managing this right to the mutual benefit of all lands within the District’s service boundaries first and foremost. There will be times however where the quantity of the water right available to the District is insufficient to meet the water demands of the crops grown. In those instances, this Surface Water Shortage Policy (Policy) has been developed to address such shortages.

This Policy is to be used as a guide to the District and its Board during periods of water shortages within the OID service area. Water shortages can occur for a variety of reasons due both to single and multiple events that may include; drought, a lack of spring rains, unseasonably high evapotranspiration, contractual obligations, canal failures on either the North or South Main, etc.

POLICY AND PROCEDURE

1. GUIDING PRINCIPLES

The guiding principles presented below are intended to illustrate the basic assumptions that were used to develop the plan. The guiding principles are as follows:

- A. The District’s obligation under the California Water Code is to manage and deliver surface water resources under its charge for reasonable and beneficial purposes.
- B. All lands within the District boundaries have an equal right to the availability of surface water, irrespective of crop(s) grown.
- C. District policy with regard to rotational deliveries of water is to make surface water available when soil moisture depletion levels reach 2.4 inches.



OAKDALE IRRIGATION DISTRICT

Miscellaneous Policies and Procedures

Title
2 – OPERATIONS

Chapter
1

Section
2.109 Surface Water
Shortage Policy

Adopted: December 2, 2008

Revised: March 1, 2016, May 5,
2020

Page 2 of 4

- D. Balancing the needs of agriculture to the financial needs of OID, in a time of water shortage, is a Board discretionary decision based on the facts at the time.
- E. The District will permit intra-district water transfers between and among landowners within the District's service area upon approval of a Farmer-to-Farmer Transfer Agreement. The District shall provide administrative and operation services to facilitate these transactions.
- F. OID will make its conveyance facilities available for the movement of intra-district water, when able to do so without impacting OID operations and maintenance, upon approval of a Temporary Permit for Conveyance Channel Use.
- G. Once the surface water resources of the District as outlined under the 1988 Stipulation Agreement are exhausted, the District will suspend all water deliveries to its constituents. At that time, the District will make its groundwater resources available on an at-cost-basis when able to do so without impacting OID operations and maintenance.
- H. During times of diminished or suspended drain water availability, all lands within the District boundaries that rely solely on drain water must secure a direct connection to a surface water conveyance facility or secure other opportunities for water delivery from landowners with groundwater resources.

2. LEVELS OF SURFACE WATER SHORTAGES AND OID'S RESPONSE

Under the 1988 Stipulation Agreement with the Bureau of Reclamation, OID can expect water shortages when the annual inflow into New Melones is less than 600,000 acre feet. The shortage levels and the subsequent OID actions to be taken for that shortage level are identified below:

- A. Level One – The District allocation is less than 235,000 acre feet. As soon as the shortage is known or discovered the District will take any or all of the following actions depending on the shortage:
 - a. Suspension of Out of District Agreements
 - b. Partial utilization of District Deep Wells as required
 - c. Extended rotation intervals (i.e. 18, 20 or 22 day rotations)
- B. Level Two – The District allocation is less than 220,000 acre feet. As soon as the shortage is known or discovered the District will take the following actions in the following order:



OAKDALE IRRIGATION DISTRICT Miscellaneous Policies and Procedures

Title
2 – OPERATIONS

Chapter
1

Section
2.109 Surface Water
Shortage Policy

Adopted: December 2, 2008

Revised: March 1, 2016, May 5,
2020

Page 3 of 4

- a. All of Level One elements
- b. Increased utilization of District Deep Wells
- c. Diminished allocation to Tier 2 constituents as may be necessary
- d. Facilitation of a Farmer to Farmer Transfer Program as described in Section 5 below
- e. Fines for unauthorized use or theft of water and lock-out for the remainder of the season after a second offense
- f. Fines for unreasonable tail water runoff as described in Section 3 below

C. Level Three – The District allocation is below 190,000 acre feet. As soon as the shortage is known or discovered the District will take the following actions in the following order:

- a. All of Level One and Level Two elements
- b. Full utilization of District Deep Wells
- c. Suspension of deliveries to Tier 2 constituents
- d. Implementation of a Water Allocation Program as described in Section 4 below
- e. Irrigation water availability limited to agricultural purposes only (no water to ornamental ponds, etc.)

3. TAIL WATER DISCHARGE POLICY & SUBSEQUENT FINES

Under a Level Two water shortage it will be incumbent upon all lands receiving surface irrigation water to ensure that little-to-no water leaves their property. A water user notice will be mailed out after a water shortage declaration has been made by the Board of Directors informing each water user of the discharge restrictions. Should a landowner be found in violation of this rule they will be issued a notice and fined accordingly. If the landowner is found to be in violation of the rule a second time they will be fined again and lose all rights to future irrigations for the remainder of the irrigation season.

Fines for violations shall be set and approved by the Board of Directors annually as may be necessary.



OAKDALE IRRIGATION DISTRICT

Miscellaneous Policies and Procedures

| | | |
|--------------------------------|-------------------------------------|---|
| <i>Title</i> 2 – OPERATIONS | <i>Chapter</i> 1 | <i>Section</i> 2.109 Surface Water Shortage Policy |
| Adopted: December 2, 2008 | Revised: March 1, 2016, May 5, 2020 | Page 4 of 4 |

4. WATER ALLOCATION PROGRAM

The Water Allocation Program consists of taking the year's net surface water available in acre feet and dividing it equally amongst the assessed Tier I acreage within the District. The resultant number would be the maximum quantity of water allocated in inches per acre to each Tier I water user. It would be incumbent upon the water users to determine when they wanted to use the water available to them.

5. FARMER TO FARMER TRANSFER PROGRAM:

The Farmer to Farmer Transfer Program allows farmers to work together to fully utilize available surface water supplies when supply is not expected to be adequate to meet the normal demand of irrigators. Tier I water users may transfer their allocation, as determined by OID through the Water Allocation Program, to other OID Tier I or Tier II lands. Upon execution of a Farmer to Farmer Transfer Program Application Agreement by both the contributing landowner(s) and the receiving landowner(s), OID would facilitate the delivery. The water rate assessed by OID for all water transferred and delivered through the Farmer to Farmer Transfer Program will remain consistent with the OID water rate then in effect for the recipient's lands (Tier I or Tier II) regardless of the OID volumetric water rate (Tier I or Tier II) associated with the lands of the contributing landowner(s).



COMMUNICATIONS

**BOARD MEETING OF
MAY 5, 2020**



Memorandum

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| | |
|---------------------|--|
| Subject | Status Report for March 2020 |
| Project Name | Stanislaus River Basin Plan |
| Attention | Rick Dodge/Tri-Dam Project |
| From | Greg Eldridge/CH2M |
| Date | April 20, 2020 |
| Copies to | Steve Knell/OID, Peter Rietkerk/SSJID, Mark Leu/CH2M |

This memorandum describes the progress by the CH2M project team on the Stanislaus River Basin Plan (Basin Plan) from February 29, 2020 through March 27, 2020. The work completed to date is summarized below by task.

Status Reports

Task 1.1 - Demand for OID

- Coordinated with OID regarding their review of the draft TM for Basin Water Demand and coordinated team effort to addressing comments.

Task 1.2 - Demand for SSJID

- No activity this reporting period.

Task 1.3 - Other Demands

- No activity this reporting period.

Task 2 - Forecast Basin Water Supply

- Continued draft content development and coordination with Dan Steiner for the Task 2.1 Deliverable - Baseline Water Supply & Demand technical memorandum. Updated content for issues affecting basin supply. Reviewed internal draft of Memo.
- Team calls to coordinate activities.

Task 3.1 – Financial Analysis for OID

- Prepared for meeting with OID including updating existing model. Participated in financial model meeting with OID staff on March 5 in Oakdale.
- Participated in monthly team call on March 12.

Task 3.2 - Financial Analysis for SSJID

- No activity this reporting period.

Task 3.3 – Combined Financial Summary

- No activity this reporting period.

Task 4 - Identify and Evaluate Actions

- Participated in team call with OID and SSJID on March 12.

**Task 5 - Development and Evaluation of Alternatives
(Develop Evaluation Toolset)**

- Continued coordination with OID and SSJID and Eastern San Joaquin Groundwater Authority consultants. Provided PowerPoint presentation summarizing enhancements to the OID portion of the model on March 13.
- Provided modified ESJWRM input files and the groundwater hydrographs tool on March 19.

Task 6 - Develop Basin Plan

- No activity this reporting period.

Task 7 - Basin Partner Engagement

- No activity this reporting period.

Activities Planned for Next Reporting Period

- Continue with Basin Plan tool preparation and development.
- Deliver revised draft version of the Task 2.1 Deliverable – Baseline Water Supply & Demand technical memorandum for District review and schedule a workshop to review results and next steps.
- Update the preliminary list of potential actions for the Basin Plan as needed.
- Coordinate with OID to update financial model.

Project Management Items

No notable items at this time.



MEMORANDUM

To: SJTA Managers
From: O'Laughlin & Paris
Issue: SJTA Monthly Meeting: April 1, 2020

On April 1, 2020, the SJTA held a monthly meeting to discuss budget, administration, and pending cases/issues. Below is a summary of the meeting.

1. **Budget:** Michael Clipper presented the SJTA Year-to-Date Budget.
2. **SJTA Invoices:** Invoices for March 2020 consisted of O'Laughlin & Paris's attorney fees, an invoice from Daniel B. Steiner for the Bay-Delta litigation, and filing fees for an appeal of the attorneys' fees issue in the curtailment litigation. Payment of all invoices was approved by a unanimous vote of the managers.
3. **WQCP/SED - Coordinated Bay-Delta Litigation:**

State Court Litigation

After the case management conference in December, the court ordered the United States' state case coordinated with the other state cases in Sacramento Superior Court. The court has now ordered that the South Delta and Central Delta Water Agencies' case be coordinated with the other twelve. The State Water Board is still preparing the administrative record in the Coordinated Bay-Delta litigation, but on January 6, 2020, sent a draft index of the record to counsel for review. This initiated a 90-day window for the petitioners to review the index and notify the Board of any objections to documents in the index, or to request the addition of documents not included in the index. This 90-day window closes on April 6, 2020.

O'Laughlin & Paris sent a draft of a chart summarizing documents excluded from the index, as well as broad categories of documents not included by the Board (like internal emails between staff, or emails between Board members) to SJTA for review on March 26, 2020. The SJTA and other petitioners have also jointly filed a request with the SWB to obtain a privilege log of all documents the Board excluded from the index on the basis that they are protected by attorney-client, work product, or deliberative process privileges. The Board has declined to provide such a log, and discussions on resolving that issue are ongoing. It will likely result in motion practice so that the judge may determine the appropriateness of providing the privilege log and any documents withheld by the Board.

After April 6, the Board will have 45 days to review our response to its draft index.



Eastern District (Federal) Litigation

The United States' CEQA challenges to the WQCP filed in federal court were recently stayed so that the Sacramento Superior Court may resolve those claims. However, the federal court will allow the U.S.'s remaining claim regarding intergovernmental immunity to proceed. The SWB and Reclamation have now briefed their positions on the intergovernmental immunity and ripeness issues as requested by the Court; the SWB's main argument is that the WQCP and SED are not self-implementing and the United States has not been harmed because the salinity requirement has not been implemented. The SJTA disagrees with this position, and given that it stands to be affected by a resolution of ripeness issues concerning the intergovernmental immunity claim if the federal judge's decision is sweeping, the SJTA filed a motion to allow the SJTA to submit an amicus brief on these topics on March 5, 2020. The SWB filed an opposition on March 24 (Reclamation filed a notice of non-opposition), and we filed a reply on March 31.

- 4. BiOps:** U.S. Fish and Wildlife and the National Marine Fisheries Service (the "Services") issued two separate Biological Opinions ("BOs") on October 21, 2019, concluding that the U.S. Bureau of Reclamation's proposed new operations for the CVP (the Long-Term Operations Plan for the CVP and SWP, or "LTO Plan") would not jeopardize listed species under the Endangered Species Act. The overall result will be a general relaxing of export restrictions and a decrease in Delta outflow. A collection of NGOs, including NRDC, filed suit in federal court challenging the BOs just after they were issued last fall. The Record of Decision, which finalizes the adoption of the BOs, was issued on February 19, 2020. Since then, the State has filed litigation against NMFS, Reclamation, and certain federal employees in their official capacity on the basis that the science in the BOs does not support the conclusion that there will be no jeopardy to threatened or endangered species. The State has asked the court to set aside the BOs, so that Reclamation will be required to continue to operate under the 2008 and 2009 BOs.

Both the NGO and state cases have now been transferred to the Eastern District, though they have not yet been coordinated or consolidated. A number of water interests, including Westlands and San Luis Delta Mendota Water Authority, have successfully intervened in one or both cases, or have filed for leave to intervene in the cases.

In the interim, the NGOs also filed a preliminary injunction on March 5 asking the court to prohibit the agencies from relying on the new BOs while the case is pending. The preliminary injunction motion is set to be heard on April 16.

On March 31, DFW issued an Incidental Take Permit and supporting EIR for the long-term operations of the SWP in the Sacramento-San Joaquin Delta. The previous ITP for the LTO of the SWP relied on the 2008 and 2009 BOs, and expired just yesterday. We'll review the ITP in depth and send a summary to the SJTA.



5. **Comprehensive Operations Plan:** The Bay-Delta Plan, as adopted by the Board in December 2018, requires the SWP and CVP to develop a Comprehensive Operations Plan and Monitoring Special Study (“COP”) to describe actions by which the CVP and SWP will fully address impacts of their operations on Delta salinity. CVP and SWP have since put out a draft COP, which the SWB released for review and comment last week. Essentially, the COP states that the CVP and SWP are operating pursuant to the 2008 and 2009 BOs, and concludes that CVP and SWP operations cannot be changed to improve salinity issues in the Delta. OLP has sent out draft comments to this group on two main issues: first, the idea that the CVP and SWP can avoid any existing salinity requirements under D-1641 through this COP, which appears to be an improper way to side-step public notice, comment, and hearing requirement, and second, that the COP (like the Bay-Delta Plan) seems to mix flow components and salinity components. The idea that a 40% unimpaired flow requirement will “help meet” the salinity requirements is concerning and objectionable. We will finalize and file comments on the draft COP.

6. **Voluntary Agreements:** On February 4, 2020, the State announced its new comprehensive framework for the VAs, including flows, habitat, and funding that would be “adequate” to submit to the SWB for consideration. Given the other pending matters like the BO lawsuits and recently-issued ITP, the VAs are effectively on hold. It does not appear that there will be continued substantive discussions until some of the other pending matters which might affect the VAs are resolved or clarified.

7. **Wetlands Regulatory Proceedings and Complaint:** On August 28, 2019, the Office of Administrative Law approved the wetlands procedures adopted by the Board in April 2019. The Procedures are scheduled to take effect May 28, 2020 (9 months after OAL approval). The SJTA has filed a complaint challenging the wetlands regulations, and has now filed a letter requesting the Board to prepare the administrative record for the lawsuit. The attorney general’s office demurred to the SJTA’s petition on standing and substantive grounds. The court denied the demurrer on the standing basis, finding that the SJTA has “public interest standing.” The court continued the substantive demurrer challenges to a later hearing on the merits. We are in the process of working towards a cap on administrative record costs.

The Stanford Law School environmental clinic reached out to our office last month to ask for a stipulation to intervene in this case on behalf of a group of NGOs. The group will attempt to enlarge the issues beyond the limited legal challenges raised by the SJTA’s complaint. We drafted a proposed stipulation that would allow the group to intervene subject to a restriction that they stick to the substantive issues already raised by the existing parties. The group responded that the proposed stipulation was too restrictive given their desire to include discussion of policy issues, and they intend to move forward with a motion to intervene. Their motion, set for late April, has been moved off calendar for now due to COVID, but to the extent that hearing is re-calendared, we will bring an update to this group to decide how to proceed.



- 8. Curtailment Litigation:** This matter is on appeal; the SWB has appealed the Court's decision on the merits and the water users have appealed the Court's denial of their respective motions for attorneys' fees. Briefing will begin once the trial court compiles the record on appeal and sends it to the appellate court.
- 9. Delta Conveyance Project:** Our office attended a scoping meeting for the new Delta Conveyance Project – the successor to the WaterFix project – at the end of February. DWR is the lead agency for the Project. The new proposal is for a single tunnel to convey water south of the Delta, with a proposed capacity of 6,000 cfs (although as part of the EIR process, the SWB will consider a range of 3,000 to 7,500 cfs capacity). The Draft EIR is anticipated by the end of 2020, and after significant public review, the Final EIR is currently projected for early 2022. DWR will initiate the petition to modify water right permits as early as mid-2021. As a reminder, they filed a similar petition for WaterFix, but then abandoned that petition when WaterFix was scrapped. DWR is accepting scoping comments to help structure the Draft EIR through March 20, 2020; our office will draft comments as appropriate, and will keep the STJA apprised of further developments.
- 10. Earth Law Center Litigation:** As a reminder, the Earth Law Center sued the SWB in November 2017 on the basis that the SWB failed to include hydrologically-impaired (i.e., low flow) waters on the 303(d) list, and failed to submit the list every two years as required by the statute. The Court agreed with the SWB's demurrer on the hydrologic impairment issue, so no further involvement is necessary on that front, but found for Earth Law Center on the SWB's failure to submit the list every two years. ELC is asking for approximately \$800,000 in attorneys' fees from the SWB (there is no risk that the SJTA will be asked to pay any portion of this). The SWB responded by asking the court to reduce attorney's fees to approximately \$100,000. ELC has appealed on the hydrologic impairment issue, and the SWB cross-appealed on the question of whether a petitioner can challenge violations of federal law in state court, relying on the 1999 Supreme Court case *Alden v. Maine*.

The court has now granted ELC's fee request in the amount of approximately \$350,000. Both sides may now drop their respective appeals.

- 11. SGMA and Groundwater:** DWR finalized Prop 68 funding on March 13; most basins that requested funding received it to carry out projects related to SGMA or other compliance actions. Most basins are now working on amending their grant agreements accordingly. For basins with completed GSPs, the 2020 annual report is due April 1, 2020. DWR has taken the position that it can't extend the deadline to submit these reports because the deadline was written into SGMA, but is leaving open the submission portal and will "look the other way" if submissions are a few weeks late. Two cases have been filed by the California Sportfishing Protection Alliance challenging GSPs that were submitted for the Eastern San Joaquin and Delta-Mendota Basins. The cases were filed as reverse validation lawsuits, and accordingly there will be a number of pre-trial procedural considerations to address before getting to the merits of the suits.



12. Urban Water Use Reporting Regulations: On November 14, 2019, the State Water Board issued a Notice of Proposed Regulatory Action for adoption of urban water conservation reporting regulations based upon the waste and unreasonable use doctrine. Our office submitted comments on the proposed regulations in January, on the basis that the Board's reliance on the waste and unreasonable use provision of the California Constitution is improper. We also requested that the Board set aside its effort to incorporate existing regulations pertaining to the Napa and Russian Rivers into the pending urban water conservation reporting regulation. The Board recently re-circulated a draft of the regulation, and it adopted our comments in that it removed the Russian and Napa River regulations from consolidation with the new regulation, and took out direct references to waste and unreasonable use in the title and text. However, the Board is still referencing Article X, Section 2 (waste and unreasonable use) as a basis for its authority to adopt the regulations. The Board is not accepting further written comments and will be considering the regulations for adoption at a Board meeting in April.



Oakdale Irrigation District Memorandum

To: All Employees

From: Steve Knell, P.E., General Manager

Date: April 20, 2020

Re: Board of Director's Directive - Non-Contact Order with Director Santos

On December 10, 2019 Director Linda Santos was censured by the Oakdale Irrigation District Board for her actions which violated the General Manager's Employment Agreement and the Ralph M. Brown Act.

On March 26, 2020 Director Linda Santos was censured by the Tri Dam Board for matters related to breaches of Closed Session Confidentiality of personnel information to third parties not entitled to that information.

On April 7, 2020 Director Linda Santos was censured by the Oakdale Irrigation District Board for matters related to breaches of Closed Session Confidentiality of personnel information to third parties not entitled to that information.

The censure on April 7, 2020 included Five (5) Corrective Actions. Of particular applicability to OID employees is Corrective Action Number 3, which states;

The Board of Directors hereby directs Director Linda Santos not to speak with Oakdale Irrigation District employees regarding District business outside of Oakdale Irrigation District Board Meetings, with the exception of District General Manager Steve Knell.

All OID employees, supervisors or managers are hereby instructed by the Board of Directors to refrain from any and all contact with Director Santos except for contact that is through the General Manager. This also includes refraining from contact via third party individuals.

Any violation of these OID Board instructions by Director Santos shall be reported to your immediate Supervisor for reporting to the General Manager.

Thank you for your expected cooperation.

**OAKDALE IRRIGATION DISTRICT
BOARD COMMITTEES
2020**

All committees consist of two Directors and one Alternate Director except for the San Joaquin Tributary Authority which consists of one Commissioner and one Alternate Commissioner, and the JPIA Board of Directors, which consist of one Member and one Alternate Member,

FINANCE

Brad DeBoer
Herman Doornenbal
Alternate: Vacant

DOMESTIC WATER

Gail Altieri
Tom Orvis
Alternate: Brad DeBoer

WATER/ENGINEERING

Brad DeBoer
Herman Doornenbal
Alternate: Vacant

TRI-DAM PROJECT

Herman Doornenbal
Tom Orvis
Alternate: Brad DeBoer

PERSONNEL

Gail Altieri
Tom Orvis
Alternate: Vacant

SAN JOAQUIN TRIBUTARY AUTHORITY

Commissioner: Herman Doornenbal
Alternate: Tom Orvis

PLANNING & PUBLIC RELATIONS

Gail Altieri
Brad DeBoer
Alternate: Vacant

Other Committees:

JPIA Board of Directors:

Director: Tom Orvis
Alternate Director: Vacant



CLOSED SESSION ITEMS

BOARD MEETING OF MAY 5, 2020