

Thomas D. Orvis, President  
Herman Doornenbal  
Linda Santos  
Brad DeBoer  
Ed Tobias

District 3  
District 2  
District 4  
District 5  
District 1

**MEETING OF THE BOARD OF DIRECTORS  
OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET, OAKDALE, CA 95361  
TUESDAY, MARCH 3, 2021 – 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](http://www.oakdaleirrigation.com)) on Thursday, February 25, 2021 by 5:00 p.m. 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](http://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 Systems Administrator 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 [hharris@oakdaleirrigation.com](mailto:hharris@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](http://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 2-7**

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 February 2, 2021 and Resolutions Nos. 2021-05 and 2021-06**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **OID Improvement District Statement of Obligations**
5. Approve the **Treasurer's Report for the One Month Ending January 31, 2021**
6. Approve the **Quitclaim of an Existing North Dudley Pipeline Easement and Accept a New Easement in Exchange (APNs: 002-028-073/074 – William and Ellen Wearin & Ronald and Carol Arnold)**
7. Approve the **Abandonment of a portion of the north Dudley pipeline and formally adopt the new alignment of OID's north Dudley Pipeline as a District Facility (APNs: 002-028-073/074 – William and Ellen Wearin & Ronald and Carol Arnold)**

#### **PRESENTATION & PUBLIC HEARING CALENDAR – ITEM 8**

8. Presentation and Public Hearing on **2020 Agricultural Water Management Plan**

#### **CLOSED SESSION - ITEM 9**

9. Closed Session to discuss the following:

- A. **Government Code § 54957 – Public Employment: General Manager**
- B. **Government Code §54956.8 – Conference with Real Property Negotiator**  
Negotiating Parties: OID, SSJID, USBR, DWR, San Luis and Delta  
Mendota Water Authority, State Water Contractors, SEWD, Brisbane, CCSF,  
Mi-Wuks, ACWD  
Property: Water  
Agency Negotiators: General Manager and Water Counsel  
Under Negotiations: Price and Terms
- C. **Government Code §54956.9(d)(1) – Existing Litigation SJTA, et al. v. State Water Resources Control Board**

## **ACTION CALENDAR - ITEMS 10-15**

10. Review and take possible action to **Adopt Resolution Declaring Conserved Water Surplus to District Needs in Water Year 2020/21**
11. Review and take possible action to **Adopt a Resolution Approving the 2021 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries for the Water Year 2021 and Authorize the General Manager to Execute the Agreements**
12. Review and take possible action to **Adopt a Resolution Finding the 2021 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the Oakdale Irrigation District Boundary Categorically Exempt Under the California Environmental Quality Act (CEQA)**
13. Review and take possible action to **Adopt Resolution Approving Agreement for Release of Water and Authorizing the General Manager to Execute Agreement for Release of Water by and among the Oakdale Irrigation District, the South San Joaquin Irrigation District, the San Luis & Delta-Mendota Water Authority and the California Department of Water Resources**
14. Review and take possible action to **Approve Adoption of Resolution Finding the 2020 Spring Pulse Flow Release Categorically Exempt Under the California Environmental Quality Act (CEQA)**
15. Review and take possible action to **Approve Resolution Adopting the 2020 Agricultural Water Management Plan**

## **DISCUSSION – ITEM 16**

16. Discussion / Update from **CSDA Dane Wadle**

## **COMMUNICATIONS - ITEM 17**

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

## **OTHER ACTION – ITEM 18**

18. Adjournment:



- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, April 6, 2021 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, April 15, 2021 at 9:00 a.m.** via teleconference and hosted by SSJID. Details can be obtained by calling (209) 249-4600.

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

*ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Executive 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**

**BOARD MEETING OF  
March 2, 2021**



# **AGENDA ITEMS CONSENT CALENDAR**

## **BOARD MEETING OF March 2, 2021**

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 2  
APN: N/A

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**SUBJECT: APPROVE THE BOARD OF DIRECTOR'S MINUTES OF THE MEETING OF FEBRUARY 2, 2021 AND RESOLUTION NOS. 2021-05 AND 2021-06**

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**RECOMMENDED ACTION:** Approve the Board of Director's Minutes of the Meeting of February 2, 2021 and Resolution Nos. 2021-05 and 2021-06

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**ATTACHMENTS:**

- Draft Minutes of the Board of Director's Meeting of February 2, 2021
- Draft Resolution No. 2021-05
- Draft Resolution No. 2021-06

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**Board Motion:**

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

**VOTE:**

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

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

## **MINUTES**

Oakdale, California  
February 2, 2021

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  
Brad DeBoer, Vice President  
Herman Doornenbal  
Linda Santos  
Ed Tobias

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 additions or deletions of Agenda Items.

### **ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE**

There were no items taken out of sequence.

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

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

Robert Frobose requested that Item No. 5 be pulled from the Consent Calendar.

There being no further Public Comment; Public Comment closed at 9:04 a.m. and the Board Meeting continued.

**CONSENT ITEMS**  
**ITEM NOS. 2, 3, 4**

**ITEM NO. 2**  
**APPROVE THE BOARD OF DIRECTORS MINUTES**  
**OF THE MEETING OF JANUARY 19, 2021 AND**  
**RESOLUTION NOS. 2020-01, 2020-02, 2020-03, AND 2020-04**

A motion as made by Director Santos, seconded by Director Doornenbal, and was unanimously supported to approve the Minutes of the Meeting of January 19, 2021 and Resolution Nos. 2021-01, 2021-02, 2021-03 and 2021-04, by a roll call vote of 5-0.

**ITEM NO. 3**  
**APPROVE OAKDALE IRRIGATION**  
**DISTRICT'S STATEMENT OF OBLIGATIONS**

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

**ITEM NO. 4**  
**APPROVE TREASURER'S REPORT**  
**FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2020**

A motion was made by Director Santos, seconded by Director Doornenbal, and was unanimously supported to approve the Treasurer's Report for the twelve months ending December 31, 2020.

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

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

The motions passed by a 5-0 vote.

**PULLED CONSENT CALENDAR**  
**ITEM NO. 5**

**ITEM NO. 5**  
**APPROVE PROFESSIONAL SERVICES CONTRACT**  
**2021-PSA-001 WITH TIM O'LAUGHLIN, A PROFESSIONAL LAW**  
**CORPORATION, AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE**

A motion was made by Director Doornenbal and seconded by Director Tobias to approve the Professional Services Contract 2021-PSA-001 with Tim O'Laughlin, A Professional Law Corporation, and authorize the General Manager to execute, and was voted by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	No
Director DeBoer	Yes

The motion passed by a 4-1 vote.

In a statement for the record, Director Santos advised that in her opinion, Mr. O'Laughlin has a perceived conflict of interest.

**ACTION CALENDAR**  
**ITEM NOS. 6, 7**

**ITEM NO. 6**  
**REVIEW AND TAKE POSSIBLE ACTION TO APPROVE**  
**RESOLUTION ADOPTING THE RULES & REGULATIONS**  
**GOVERNING OPERATION AND DISTRIBUTION OF WATER**  
**WITHIN THE OAKDALE IRRIGATION DISTRICT SERVICE AREA**

A motion was made by Director DeBoer and was seconded by Director Doornenbal to approve the Resolution Adopting the Rules & Regulations Governing Operation and Distribution of Water Within the Oakdale Irrigation District Service Area and was voted by the following roll call vote:

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

The motion passed by a 5-0 vote.

**ITEM NO. 7**  
**REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION**  
**ADOPTING THE EMPLOYEE 2021 OFFICIAL SALARY AND WAGE SCHEDULE**

A motion was made by Director Doornenbal, seconded by Director Santos and was unanimously supported to approve the Resolution Adopting the Employee 2021 Official Salary and Wage Schedule by the following roll call vote:

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

The motion passed by a 5-0 vote.

**DISCUSSION**  
**ITEM NO. 8**

**ITEM NO. 8**  
**DISCUSSION ON BUDGET REVIEW DUE TO POTENTIAL CHANGE IN**  
**DISTRIBUTIONS FROM TRI-DAM PROJECT/AUTHORITY FOR FISCAL YEAR 2021**

General Manager Steve Knell discussed the change in distributions from Tri-Dam Project/Authority for fiscal year 2021. He stated that we may have to come back to the board in May or June to discuss this further and ask for Board guidance.

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

**A. GENERAL MANAGERS REPORT**

General Manager Steve Knell discussed the information that was contained in the Board Packet under Communications.

**B. COMMITTEE REPORTS**

Water/Engineering Committee, February 1, 2021

- Request for Variance to the Out-of-District Turnout Moratorium

Director DeBoer stated that the Water/Engineering Committee met with a constituent to discuss his request and this matter would be brought to the full Board at the April Board Meeting.

**C. SUMMARY OF DIRECTORS COMMENTS**

**Director Tobias**

Director Tobias stated that he is new to this Board, but there was a lot of discussion about accusation of improprieties about the attorneys, but in my experience on Boards, and I have



been on a couple before this, that every consultant or employee needs a well-defined set of goals that the Board has developed that are achievable and have a timeline on them. I think a lot of this stuff can be taken care of with that.

#### **Director Doornenbal**

Director Doornenbal had no comments.

#### **Director Santos**

Director Santos thanked the office staff for the hard work in updating the Board Guidelines. Director Santos stated that she received 4.75" from the last weather event. Director Santos also stated that the snowpack at Dodge is at 8 feet and it is still snowing. Director Santos wished Executive Assistant/Clerk to the Board Lori Fitzwater-Presley the best in her retirement and she appreciated having her here and keeping them all on track.

#### **Director DeBoer**

Director DeBoer stated that he had three comments. The first comment is that he heard this morning that Punxsutawney Phil saw his shadow and we have six more weeks of winter giving us lots of time to get the snow pack and rain. Secondly, he thanked General Counsel for providing the information that he did last year. Director DeBoer stated that it was very informative. He stated that being on the Board requires us to think differently than being a member of the public. It requires you to think differently, act differently and even speak differently. I found the information very helpful, very succinct and reminded me of a few things that I need to continue to do. I appreciate General Counsel's work on that and I appreciate you looking out for us and giving us that guidance. Thirdly, Director DeBoer stated that he would like to support the idea of Director Santos being put back on committees. Director Santos was censured by the Tri-Dam Board and this Board and did the things that were required by the lawsuit's settlement with Tri-Dam. She attended the training and she provided the information removed from closed session and provided who got the information. Director DeBoer stated that he would like to suggest that she address Tri-Dam at the next Tri-Dam Meeting and seek to be relieved of the restrictions placed against her by that Board and once she is released by that Board that she also make the request before this Board so that she may serve on some of the Committees.

#### **Director Orvis**

Director Orvis stated that Director DeBoer's recommendation was for Director Santos to make her request at the Tri-Dam Meeting and if successful it can be place on the March Agenda. Director Orvis stated that the last rain event filled the stock ponds on the ranch and that should hold them through. Director Orvis also stated that for the first time in a year there was Stanislaus County Water Advisory Meeting last week on Zoom. He stated that there are three new members on the WAC. Director Orvis also thanked staff for taking the COVID pandemic to heart.

At the hour of 10:00 a.m. the Board adjourned to Closed Session.

**CLOSED SESSION**  
**ITEM NO. 10**

**A. Government Code §54956.9(d)(1) – Existing Litigation**  
SJTA, et al. v. State Water Resources Control Board

At the hour of 11:21 a.m. the Board reconvened to open session.

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

**OTHER ACTION**  
**ITEM NO. 11**

At the hour of 11:22 a.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 2, 2021 at 9:00 a.m.** via teleconference. Details can be obtained by calling (209) 847-0341.

The next Joint Board Meeting of the South San Joaquin and Oakdale Irrigation Districts serving the Tri-Dam Projects and Tri-Dam Authority and other joint business matters is scheduled for **Thursday, February 18, 2020 at 9:00 a.m.** via teleconference and hosted by SSJID. Details can be obtained by calling (209) 249-4600.

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Thomas D. Orvis, President  
Board of Directors

Attest:

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-05**

**RESOLUTION ADOPTING  
RULES & REGULATIONS GOVERNING OPERATION  
AND DISTRIBUTION OF WATER WITHIN THE  
OAKDALE IRRIGATION DISTRICT SERVICE AREA**

**WHEREAS**, the Board of Directors of the Oakdale Irrigation District ("District") desires to adopt the revised Rules & Regulations Governing Operation and Distribution of Water Within the Oakdale Irrigation District Service Area.

**NOW, THEREFORE BE IT RESOLVED**, that the Oakdale Irrigation District Board of Directors hereby adopts the Rules & Regulations Governing Operation and Distribution of Water Within the Oakdale Irrigation District Service Area. This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

Upon Motion of Director DeBoer, seconded by Director Doornenbal and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 2<sup>nd</sup> day of February 2021 by the following roll call vote:

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

The motion passed by a 5-0 vote.

**OAKDALE IRRIGATION DISTRICT**

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-06**

**ACCEPTANCE OF 2021  
OFFICIAL SALARY AND WAGE SCHEDULE**

**WHEREAS**, on April 23 and April 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 2021 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 Doornenbal, seconded by Director Santos and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 2nd day of February 2021 by the following roll call vote:

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

The motion passed by a 5-0 vote.

**OAKDALE IRRIGATION DISTRICT**

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary

# BOARD AGENDA REPORT

Date: March 02, 2021  
Item Number: 3  
APN: N/A

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

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**RECOMMENDED ACTION:** Approve Statement of Obligations

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## ***TOP TEN OBLIGATIONS***

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Union Bank N.A.	COP Interest Payment	\$ 493,115.85
IRS	Payroll Taxes	109,088.88
Tesoro Homes, Inc.	Performance Surety Bond	95,106.89
Hilmar Lumber	Pipe and Elbows	79,806.29
Cal PERS	Retirement Contribution	68,356.06
Krohne Inc.	Flow Converters and Sensors	59,225.56
VOYA Retirement	Retirement Contribution	58,476.50
Kaiser	Healthcare – March	48,241.98
Target Specialty Products	Dimension/Cleantraxx	47,609.69
Sutter Health	Healthcare – March	44,162.58

	\$ 1,103,190.28
Other Obligations:	367,764.40
Total Obligations:	\$1,470,954.68

**FISCAL IMPACT:** \$1,470,954.68

## **ATTACHMENTS:**

- Statement of Obligations – Accounts Payable

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## **Board Motion:**

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

## **VOTE:**

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

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

**OAKDALE IRRIGATION DISTRICT**

**STATEMENT  
OF  
OBLIGATIONS**

**March 2, 2021**

Accounts Payable  
Check Register - March 02, 2021



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
1/25/2021	1252021	Union Bank N.A.	\$ 493,115.85	COP Interest Payment
1/29/2021	129212	Employment Development Department	234.72	Payroll Taxes
2/2/2021	202211	Internal Revenue Service	901.15	Payroll Taxes
2/2/2021	202212	Employment Development Department	26.71	Payroll Taxes
2/3/2021	20320211	Visa	2,325.12	Webinar and Contributions
2/5/2021	205211	Internal Revenue Service	50,581.06	Payroll Taxes
2/5/2021	205212	ICMA Retirement	2,480.88	Deferred Retirement Contribution
2/5/2021	205213	VOYA Retirement	19,423.17	Deferred Retirement Contribution
2/5/2021	205214	Employment Development Department	8,398.99	Payroll Taxes
2/5/2021	205215	California Public Employees' Retirement System	34,101.36	Retirement Contribution
2/8/2021	29014	Ace Hardware	605.26	Iron Kit, Conduit, Adapters, Ball Valves
2/8/2021	29015	Airgas USA, LLC	315.02	Acetylene and Oxygen
2/8/2021	29016	Allied Concrete Pumping, LLC	1,643.13	Concrete Pumping Service
2/8/2021	29017	Allied Concrete and Supply Co., Inc.	2,765.67	Concrete
2/8/2021	29018	Ameresco Solar, LLC	813.28	Single Panel Mount
2/8/2021	29019	App Agency Inc.	30.00	Hosting-oidwaterresources.org - February
2/8/2021	29020	Durrett, Jason	142.85	AR Refund
2/8/2021	29021	Hogan Mfg Inc	3,288.24	AR Refund
2/8/2021	29022	AT&T Mobility	53.80	GPS Device - January
2/8/2021	29023	Azteca Systems, LLC	400.00	Troubleshooting Using AD Hoc Remote Hours
2/8/2021	29024	Battery Systems	391.51	Batteries
2/8/2021	29025	Bobcat Central, Inc.	472.88	Couplers and Fuel Screen Kit
2/8/2021	29026	Boutin Jones, Inc.	1,282.97	Legal Fees - December
2/8/2021	29027	California State Disbursement Unit	207.69	Case No.: 0999002302-1
2/8/2021	29028	Casey Records Management	192.00	Shredding: December and January
2/8/2021	29029	City of Oakdale Utilities	2,290.98	Water Usage 12/02/20-01/06/21
2/8/2021	29030	Coelho, Frank	73.06	Steel Toe Boot Reimbursement
2/8/2021	29031	Condor Earth Technologies, Inc.	2,019.16	WR# 016 - OID On Call Services
2/8/2021	29032	Consumers Choice Pest Control	75.00	Quarterly Pest Control
2/8/2021	29033	Davids Engineering, Inc.	20,147.00	WR# 003 - AWMP Update 2020
2/8/2021	29034	Deluxe	914.34	AP Checks
2/8/2021	29035	Denair Lumber Company, Inc.	6,037.08	PLYWOOD, 3/4", BBOES
2/8/2021	29036	Far West Laboratories, Inc.	762.00	Bac-Test, Nitrate and VOC Test - December
2/8/2021	29037	Fastenal Company	802.58	Hex Nuts, Wedge Expansions, Spade Bits
2/8/2021	29038	Fedak & Brown LLP	1,200.00	2019 State Controllers Report
2/8/2021	29039	First Choice Industrial Supply Inc.	367.00	Wonder Grip Gloves and Towels
2/8/2021	29040	Frasco Profiles	293.00	Background Checks
2/8/2021	29041	Fresno Valves & Castings, Inc.	1,469.55	18" 20-10C Slide Gate w/90" Frame
2/8/2021	29042	George Reed, Inc.	2,958.60	AB-Class II
2/8/2021	29043	Gilton Solid Waste Management, Inc.	310.89	Refuse Charges - January
2/8/2021	29044	Grating Pacific, Inc.	14,960.11	Welded Bar Grating
2/8/2021	29045	Grover Landscape Services, Inc.	510.00	Landscaping Services - January
2/8/2021	29046	Haidlen Ford	329.15	Exhaust Emissions Fluid and Wheel Covers
2/8/2021	29047	Hilmar Lumber, Inc.	812.13	8" 100# PIP 45 Degree Elbow and Pipe
2/8/2021	29048	Hunt & Sons, Inc.	6,149.43	Fuel
2/8/2021	29049	Interstate Truck Center	615.12	Idler Pully, Lens Lighting and Pneumatic Cleaning
2/8/2021	29050	Jorgensen Company	978.50	02 Sensor, Pump and Battery Kits
2/8/2021	29051	Ketchum Jr., Castle	183.00	Conference
2/8/2021	29052	Krohne Inc.	41,533.68	Flow Converters and Sensors
2/8/2021	29053	Lundell, Clint	480.00	Health & Wellness Reimbursement Jan-Dec.
2/8/2021	29054	Mission Uniform Service	1,327.00	Uniform Services
2/8/2021	29055	Morrill Industries, Inc.	978.85	Ball Valves, Starter Couplers and Gaskets

Accounts Payable  
Check Register - March 02, 2021



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
2/8/2021	29056	NorCal Kenworth	208.30	Filters
2/8/2021	29057	Oakdale Automotive Repair & Tire	1,810.19	Tires
2/8/2021	29058	Oakdale Auto Parts	709.03	Air Hammer, Filters and Door Handles
2/8/2021	29059	Oakdale Leader	30.00	2021 Community Awareness - January
2/8/2021	29060	Office Depot	470.83	Office Supplies
2/8/2021	29061	OID Secretary's Petty Cash	132.35	Raffle Basket For Chambers Annual Awards Dinner and Microphone Stand
2/8/2021	29062	O'Laughlin & Paris LLP	1,348.75	Legal Fees - January
2/8/2021	29063	Opportunity Stanislaus	180.00	Workkeys Testing
2/8/2021	29064	Fitzwater-Presley, Lori	840.00	Productivity Enhancement Cert. Payout
2/8/2021	29065	Quikrete - Sacramento	5,419.92	REDI-MIX and TID Mix
2/8/2021	29066	Ray Morgan Company	267.34	Copier Usage 12/24/20 - 01/23/21
2/8/2021	29067	Redwood Health Services	3,159.52	125 Cafeteria Plan and Cobra - February
2/8/2021	29068	Safe-T-Lite of Modesto, Inc.	1,845.57	Tape, Form Stakes and First Aid Kits
2/8/2021	29069	South San Joaquin Irrigation District	425.95	Legal Matters - December, WR# 1086 JSC Maintenance December
2/8/2021	29070	Spray & Son Janitorial, Inc.	2,450.00	Janitorial Services - January
2/8/2021	29071	SBRK Finance Holdings, Inc.	227.67	CivicPay Subscription 03/30/21 - 12/31/21
2/8/2021	29072	Stanislaus County Auditor-Controller	9,513.74	Election Costs Division 1 and 4
2/8/2021	29073	Steve Harkrader Trucking	11,065.00	Haul Dirt
2/8/2021	29074	Streamline	400.00	Monthly Web Fee - February
2/8/2021	29075	Target Specialty Products	39,993.09	Dimension / Cleantraxx
2/8/2021	29076	Teter, LLP	33,000.00	WR# 001 - Gregory Facility
2/8/2021	29077	Tim O'Laughlin A Professional Law Corporation	12,040.00	Legal Fees - November, December and January
2/8/2021	29078	Tri-West Tractor Incorporated	12,352.33	Oil Cap and Gasket, Excavator Rental 12/23/20-01/13/21
2/8/2021	29079	Jonas, Michael P. & Lori	78.53	Refund Check 005135-000
2/8/2021	29080	Barton, Todd & Kory	16.99	Refund Check 004957-000
2/8/2021	29081	Carstensen, William	465.13	Refund Check 003391-000
2/8/2021	29082	Valley Air Conditioning & Heating	306.00	New Contactor Asy
2/8/2021	29083	Walsh, John	20.95	Health and Wellness Reimbursement - Dec
2/8/2021	29084	Wille Electric Supply Co., Inc.	146.21	PVC 2 Inch 90D Sch40 Cond Bell, PVC 2 Inch Sch40 Conduit (10ft sticks)
2/12/2021	212211	Internal Revenue Service	6,989.57	Payroll Taxes
2/12/2021	212212	Employment Development Department	1,308.63	Payroll Taxes
2/12/2021	212213	VOYA Retirement	20,097.08	Deferred Retirement Contribution
2/17/2021	21721	California Department of Tax & Fee Administration	1,470.00	2021 Sales and Tax Use
2/19/2021	219211	Internal Revenue Service	50,617.10	Payroll Taxes
2/19/2021	219212	ICMA Retirement	2,481.14	Deferred Retirement Contribution
2/19/2021	219213	VOYA Retirement	18,956.25	Deferred Retirement Contribution
2/19/2021	219214	Employment Development Department	8,483.48	Payroll Taxes
2/19/2021	219215	California Public Employees' Retirement System	34,254.70	Retirement Contribution
2/22/2021	29085	Garcia Mauro & Katie	17.77	Refund APN: 006-004-026
2/22/2021	29086	Ace Hardware	240.78	Hex bits, Sockets, Pipe, Repair Coupler
2/22/2021	29087	ACWA-JPIA	9,096.65	Dental/Vision - March
2/22/2021	29088	Airgas USA, LLC	70.51	Acetylene Cylinder
2/22/2021	29089	Alameda County Clerk - Recorder's Office	50.00	CEQA Notice of Exemption - 2021 Spring Pulse Flow Release
2/22/2021	29090	Allied Concrete Pumping, LLC	2,372.48	Concrete Pumping Service
2/22/2021	29091	Allied Concrete and Supply Co., Inc.	3,365.70	Concrete
2/22/2021	29092	Amazon Web Services, Inc.	122.00	Storage - January
2/22/2021	29093	Bobcat Central, Inc.	1,248.40	Cylinder Rebuild Kit and Hyd Hoses
2/22/2021	29094	Calaveras County Clerk	50.00	CEQA Notice of Exemption - 2021 Spring Pulse Flow Release
2/22/2021	29095	California State Disbursement Unit	207.69	Case No: 0999002302-01
2/22/2021	29096	Central Sanitary Supply	382.07	Paper Cups and Hand Sanitizer
2/22/2021	29097	Central Valley Ag Grinding, Inc.	152.00	Green Waste



Accounts Payable  
Check Register - March 02, 2021



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
2/22/2021	29098	Chicago Title	24.00	Refund Order# 512003383
2/22/2021	29099	Coffee Break Service, Inc.	191.00	Coffee Service
2/22/2021	29100	Comcast Business	349.78	Office Phone Charges - February
2/22/2021	29101	Condor Earth Technologies, Inc.	2,241.50	WR# 025 - OID DS Channel T9
2/22/2021	29102	Conlin Supply Co., Inc.	5,028.06	50 X 16 Wire Panels and Pipe
2/22/2021	29103	Contra Costa County Clerk-Recorder	50.00	CEQA Notice of Exemption - 2021 Spring Pulse Flow Release
2/22/2021	29104	CoreLogic Solutions, LLC	283.25	Real Quest - January
2/22/2021	29105	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	15,106.50	Legal Matters - January
2/22/2021	29106	Delta Truck Center	755.87	Air Filters and Elements
2/22/2021	29107	Diesel Emissions Service	147.86	Blower Vent Hose
2/22/2021	29108	Digi-Key Corporation	18.72	Isolators
2/22/2021	29109	Far West Laboratories, Inc.	437.50	Bac Tests - January
2/22/2021	29110	Fastenal Company	1,252.91	Hooks, Brushes, Washers, Zep and Batteries
2/22/2021	29111	Fresno Valves & Castings, Inc.	6,315.02	Gates
2/22/2021	29112	George Reed, Inc.	2,434.49	18" Minus
2/22/2021	29113	Gilton Resource Recovery Transfer Facility, Inc.	1,050.72	Concrete and Solid Waste
2/22/2021	29114	Gilton Solid Waste Management, Inc.	104.00	Refuse Charges - January
2/22/2021	29115	Grainger	204.39	Drilling Screws
2/22/2021	29116	Haidlen Ford	5,025.63	Filters and Air Element
2/22/2021	29117	Helm, Tyler	295.07	Productivity Enhancement Certificate Payout
2/22/2021	29118	Hilmar Lumber, Inc.	79,806.29	PVC Pipe
2/22/2021	29119	Hixco	417.44	Paint, Sqwincher Powder
2/22/2021	29120	Hunt & Sons, Inc.	6,621.86	Fuel
2/22/2021	29121	J.J. Keller & Associates, Inc.	555.27	DVIR Booklets
2/22/2021	29122	Kaiser Foundation Health Plan, Inc.	48,241.98	Healthcare - March
2/22/2021	29123	King, Chase	315.00	Productivity Enhancment Certificate Payout
2/22/2021	29124	Krohne Inc.	17,691.88	Flow Converters and Sensors
2/22/2021	29125	Machado Backhoe, Inc.	3,349.63	MBI w/ Starter Coupler (Galvanized)
2/22/2021	29126	Merced County Clerk	50.00	CEQA Notice of Exemption - 2021 Spring Pulse Flow Release
2/22/2021	29127	Mission Uniform Service	1,861.12	Uniform Services
2/22/2021	29128	Modesto Bee	1,300.00	Job Posting Warehouse/Yardworker & Maint. and Operations Worker
2/22/2021	29129	Modesto Irrigation District	254.42	Electricity - January
2/22/2021	29130	Modesto Steel Company, Inc.	864.66	3/8" x 2 1/2" Flat Bar Steel
2/22/2021	29131	Moore Quality Galvanizing L.P.	243.56	Galvanized Pipe Flange, Tubes and Fittings
2/22/2021	29132	Northern Steel, Inc.	18,500.00	Rebar Tied In Place For Project # 2018-046
2/22/2021	29133	Northern Safety Co., Inc.	522.37	MAPA Trident 40 mil unlined 18" gloves
2/22/2021	29134	Oakdale Chamber of Commerce	500.00	2021 Leadership Enrollment - Heather Harris
2/22/2021	29135	Oak Valley Hospital District	225.00	DOT Exams
2/22/2021	29136	Office Depot	377.21	Office Supplies
2/22/2021	29137	OID Improvement Districts	13,083.82	2021 January Collections Reimbursement
2/22/2021	29138	Ontel Security Services, Inc.	275.00	Security Monitoring - January
2/22/2021	29139	Operating Engineers Union Local No. 3	2,970.00	Union Dues - PPE: 02/13/21
2/22/2021	29140	P G & E	13,902.03	Electricity - January
2/22/2021	29141	Pakmail	24.69	Shipping
2/22/2021	29142	Peterson, Erik	930.00	Productivity Enhancement Certificate Payout
2/22/2021	29143	P & L Concrete Products, Inc.	1,119.81	Concrete
2/22/2021	29144	Principal Financial Group	893.88	Life Insurance - March
2/22/2021	29145	Redwood Health Services	3,862.34	125 Cafeteria Plan and Cobra - March
2/22/2021	29146	Samba Holdings, Inc.	165.70	Fleet Watch - January
2/22/2021	29147	San Joaquin County Clerk	50.00	CEQA Notice of Exemption - 2021 Spring Pulse Flow Release

Accounts Payable  
Check Register - March 02, 2021



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
2/22/2021	29148	South San Joaquin Irrigation District	6,930.04	WR# 1086 JSC Maintenance - January
2/22/2021	29149	SBRK Finance Holdings, Inc.	81.00	Civic Pay - January
2/22/2021	29150	Stanislaus County Clerk Recorder	57.00	CEQA Notice of Exemption - 2021 Spring Pulse Flow Release
2/22/2021	29151	Steve Harkrader Trucking	10,146.50	Haul Dirt
2/22/2021	29152	Sutter Health Plus	44,162.58	Healthcare - March
2/22/2021	29153	Target Specialty Products	7,616.60	Round Up Pro and Milestone
2/22/2021	29154	Tesoro Homes, Inc.	95,106.89	Refund Performance Surety Bond
2/22/2021	29155	TP Express	4,950.00	Portable Restroom Rental - March
2/22/2021	29156	Tri-West Tractor Incorporated	566.06	Air Element, Filters and Hydraulic Fluid
2/22/2021	29157	Tuolumne County CDD	50.00	CEQA Notice of Exemption - 2021 Spring Pulse Flow Release
2/22/2021	29158	Sherman, Scott & Sharon	19.94	Refund Check 004823-000
2/22/2021	29159	USCID	350.00	Membership Dues 10/01/20 - 11/30/21
2/22/2021	29160	UNKE, Inc.	300.00	Rebar Disposal
2/22/2021	29162	Verizon Wireless	2,243.80	Cell Phone Charges and Cimis Station - January
2/22/2021	29163	Water Education Foundation	1,380.00	2021 Membership
2/22/2021	29164	Wienhoff Drug Testing, Inc.	330.00	Pre-Employment Test and Random Drug Screening
2/22/2021	29165	Wille Electric Supply Co., Inc.	721.31	LED Mount Lighting
2/22/2021	29166	Vella, Vince	1,923.82	Productivity Enhancement Payout
			<u>1,470,954.68</u>	

OAKDALE IRRIGATION DISTRICT  
STATEMENT OF OBLIGATIONS  
March 2, 2021

Voided Check No. 28438, 29161 and 28267

THE FOREGOING CLAIMS, NUMBERED 1252021, 129212, 202211 THROUGH 202212, 20320211, 205211 THROUGH 205215, 212211 THROUGH 212213, 21721, 219211 THROUGH 219215. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 4  
APN: N/A

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**SUBJECT: APPROVE OID IMPROVEMENT DISTRICTS' STATEMENT OF OBLIGATIONS**

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**RECOMMENDED ACTION:** Approve OID Improvement Districts' Statement of Obligations

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<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Oakdale Irrigation District	December O & M Expenses	\$ 76,975.22

Total Obligations: \$ 76,975.22

**FISCAL IMPACT:** \$76,975.22

**ATTACHMENTS:**

- Statement of Obligations – Accounts Payable

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**Board Motion:**

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

**VOTE:**

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

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

**OAKDALE IRRIGATION DISTRICT  
IMPROVEMENT DISTRICTS  
STATEMENT OF OBLIGATIONS  
FOR JANUARY 1, 2021 - MARCH 2, 2021**

**CHECK**

<b>NO.</b>	<b>PAYABLE TO:</b>	<b>AMOUNT</b>	<b>DATE</b>
0129	OAKDALE IRRIGATION DISTRICT	\$11,943.30	01/07/2021
0130	OAKDALE IRRIGATION DISTRICT	76,975.22	02/18/2021

THE FOREGOING CLAIM NUMBERED 0130 WAS APPLIED TO  
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT  
DISTRICTS AND ARE AUTHORIZED THERETO.

OAKDALE IRRIGATION DISTRICT  
IMPROVEMENT DISTRICT ACCOUNT

0130

DATE: 2-Mar-21		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	DECEMBER O & M Expense	I.D. #	DECEMBER O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	3,194.61		
19	23.66	45	1,200.79		
20		46	2,755.86	I.D. #	Construction In Progress
21		48		51	\$67,045.00
22	1,051.44	51	1,670.42		
26		52			
29	33.44				
SUB-TOTAL	\$1,108.54	SUB-TOTAL	\$8,821.68	SUB-TOTAL	\$67,045.00
			VOUCHER CHARGES		
			Maintenance & Operations		\$9,930.22
			Capital Projects		\$67,045.00
			Transfers		\$0.00
			TOTAL AMOUNT		\$76,975.22

Note:  
Included Misc.  
Recon. Items

I.D. #	Construction In Progress
51	\$67,045.00

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 5  
APN: N/A

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**SUBJECT: APPROVE THE TREASURER'S REPORT FOR THE ONE MONTH ENDING JANUARY 31, 2021**

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**RECOMMENDED ACTION:** Approve the Treasurer's Report for the One Month Ending January 31, 2021

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## BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of January 31, 2021. The month ended with \$61.4 million in designated reserves, \$1.6 million in restricted cash and \$15.2 million in operating cash.

**FISCAL IMPACT:** None

## ATTACHMENTS:

➤ Treasurer's Report

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**Board Motion:**

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

## VOTE

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

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

# OAKDALE IRRIGATION DISTRICT



## TREASURER'S REPORT FOR THE PERIOD ENDING JANUARY 31, 2021



TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
OAKDALE IRRIGATION DISTRICT  
STATEMENT OF FUNDS  
FOR THE PERIOD ENDING JANUARY 31, 2021

PERIOD ENDING	1/31/2021	RATE	12/31/2020	NET CHANGE
<b><u>OAKDALE IRRIGATION DISTRICT FUNDS</u></b>				
LAIF	\$171,735.57	0.660%	\$171,853.91	(\$118.34)
OAK VALLEY COMMUNITY BANK CHECKING	782,567.60		927,620.04	(145,052.44)
OVCB BUSINESS PLUS SAVINGS	5,812,991.22	0.500%	1,162,750.38	4,650,240.84
UNION BANK OF CALIFORNIA	69,815,600.97	0.458%	69,709,712.01	105,888.96
<i>TOTAL TREASURY FUNDS</i>	<u>76,582,895.36</u>		<u>71,971,936.34</u>	<u>4,610,959.02</u>
<b><u>IMPROVEMENT DISTRICT FUNDS</u></b>				
IMPROVEMENT DISTRICT'S FUNDS	1,566,249.34		1,395,711.36	170,537.98
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,566,249.34</u>		<u>1,395,711.36</u>	<u>170,537.98</u>
<b><u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u></b>	<b><u>\$78,149,144.70</u></b>		<b><u>\$73,367,647.70</u></b>	<b><u>\$4,781,497.00</u></b>

**OAKDALE IRRIGATION DISTRICT**  
**FOR THE PERIOD ENDING JANUARY 31, 2021**

DISTRICT CASH AND CASH EQUIVALENTS		1/31/2021	1/31/2020	NET CHANGE
Beginning Balance: 1/1/2021		\$71,971,936.34		
Receipts / Earnings / Transfers		6,276,742.33		
Expenditures / Transfers		(1,665,783.31)		
<b>TOTAL DISTRICT TREASURY FUNDS ON HAND:</b>	<b>1/31/2021</b>	<b>\$76,582,895.36</b>	<b>\$75,164,207.99</b>	<b>\$1,418,687.37</b>

**GENERAL FUND**

Beginning Balance: 1/1/2021 \$10,605,587.30

**RECEIPTS / EARNINGS**

Tri Dam Cash Receipts \$4,005,000.00  
Net Investment Income 107,052.88  
Collection Receipts 2,164,689.45

Total Receipts: 6,276,742.33

**EXPENDITURES**

Accounts Payable 1,368,540.80  
Payroll 297,242.51

Total Expenditures: (1,665,783.31)

<b>BALANCE ON HAND:</b>	<b>1/31/2021</b>	<b>\$15,216,546.32</b>	<b>\$28,258,358.95</b>	<b>(\$13,041,812.63)</b>
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**DESIGNATED FUNDS:**

**MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE**

Beginning Balance: 1/1/2021 \$1,383,417.89  
Transfer from General Fund 0.00  
Transfer Funds to General Fund 0.00

<b>BALANCE ON HAND:</b>	<b>1/31/2021</b>	<b>\$1,383,417.89</b>	<b>\$1,383,417.89</b>	<b>\$0.00</b>
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**JOINT CANYON TUNNEL PROJECT RESERVE**

Beginning Balance: 1/1/2021 13,000,000.00  
Transfer from General Fund 0.00  
Expenditures 0.00

<b>BALANCE ON HAND:</b>		<b>\$13,000,000.00</b>	<b>3,500,000.00</b>	<b>9,500,000.00</b>
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**CAPITAL REPLACEMENT / IMPROVEMENT RESERVE**

Beginning Balance: 1/1/2021 \$10,964,670.72  
Transfer from General Fund 0.00  
Transfer to General Fund 0.00

<b>BALANCE ON HAND:</b>	<b>1/31/2021</b>	<b>\$10,964,670.72</b>	<b>\$10,899,670.72</b>	<b>\$65,000.00</b>
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**DEBT SERVICE RESERVE - maximum \$21,145,000**

Beginning Balance: 1/1/2021 16,000,000.00  
Transfer from General Fund 0.00  
Expenditures 0.00

<b>BALANCE ON HAND:</b>		<b>\$16,000,000.00</b>	<b>13,500,000.00</b>	<b>2,500,000.00</b>
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OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING JANUARY 31, 2021

DISTRICT CASH AND CASH EQUIVALENTS	1/31/2021	1/31/2020	NET CHANGE
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**OPERATING FACILITY PROJECT RESERVE**

Beginning Balance: 1/1/2021	5,507,244.15		
Transfer from General Fund	0.00		
Expenditures	0.00		
<b>BALANCE ON HAND:</b>	<b>\$5,507,244.15</b>	<b>3,307,244.15</b>	<b>2,200,000.00</b>

**MUNICIPAL CONSERVATION PROJECT RESERVE**

Beginning Balance: 1/1/2021	200,000.00		
Transfer from General Fund	0.00		
Expenditures	0.00		
<b>BALANCE ON HAND:</b>	<b>\$200,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>

**RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE**

Beginning Balance: 1/1/2021	\$8,238,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND:</b>	<b>\$8,238,000.00</b>	<b>\$8,238,000.00</b>	<b>\$0.00</b>

**RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE**

Beginning Balance: 1/1/2021	\$1,004,134.14		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 1/31/2021</b>	<b>\$1,004,134.14</b>	<b>\$1,004,134.14</b>	<b>\$0.00</b>

**VEHICLE AND EQUIPMENT REPLACEMENT RESERVE**

Beginning Balance: 1/1/2021	\$1,100,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
<b>BALANCE ON HAND: 1/31/2021</b>	<b>\$1,100,000.00</b>	<b>\$1,004,500.00</b>	<b>\$95,500.00</b>

**BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE**

Beginning Balance: 1/1/2021	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 1/31/2021</b>	<b>\$3,075,000.00</b>	<b>\$3,075,000.00</b>	<b>\$0.00</b>

**EMPLOYEE COMPENSATION ABSENCES RESERVE**

Beginning Balance: 1/1/2021	\$893,882.14		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 1/31/2021</b>	<b>\$893,882.14</b>	<b>\$893,882.14</b>	<b>\$0.00</b>

OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING JANUARY 31, 2021

DISTRICT CASH AND CASH EQUIVALENTS	1/31/2021	1/31/2020	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 1/1/2021	\$1,395,711.36		
Receipts	182,491.28		
Expenditures	(11,953.30)		
<b>BALANCE ON HAND: 1/31/2021</b>	<b>\$1,566,249.34</b>	<b>\$1,563,104.76</b>	<b>\$3,144.58</b>

FILED: February 25, 2021      STATE OF CALIFORNIA / COUNTY OF STANISLAUS

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 6  
APNs: 002-028-073/074

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**SUBJECT: APPROVE THE QUITCLAIM OF AN EXISTING NORTH DUDLEY PIPELINE EASEMENT AND ACCEPT A NEW EASEMENT IN EXCHANGE (APNs: 002-028-073/074 – WILLIAM AND ELLEN WEARIN & RONALD AND CAROL ARNOLD)**

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**RECOMMENDED ACTION:** Approve the quitclaim of an existing North Dudley Pipeline easement and accept a new easement in exchange.

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**BACKGROUND AND/OR HISTORY:**

As part of the Oakdale Irrigation District's (OID's) recently completed North Dudley Pipeline Replacement and Realignment Project, the existing North Dudley Pipeline within the parcels noted above was relocated away from existing private permanent structures. The existing 30 foot easement was acquired to accommodate the future replacement of the OID pipeline in 2001. However, the pipeline replacement did not occur in 2001 and was not completed until the winter of 2020/2021. To better accommodate operations and access through the parcels noted above, the landowners granted OID a new 30 foot easement that accommodates the new pipeline design and alignment, recorded as Inst. No. 2020-0098826 and 2020-0098828. The new 30 foot easement matches the width of the existing easement and will provide better access for continued OID operations and maintenance. Now, having the new easement, OID has determined that the requested quitclaim of the existing 30 foot easement, Inst. No. 2001-060831, for the North Dudley Pipeline on APNs: 002-028-073/074 will not be detrimental to the operations of OID. OID staff recommends that the Board of Directors formally quitclaim said easement and accept the new 30 easement, being Inst. No. 2020-0098826 and 2020-0098828.

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

**ATTACHMENTS:**

- Quitclaim Deeds (2)
- Quitclaim Resolution

---

**Board Motion:**

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

**VOTE**

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

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



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

Mail Tax Statements to:

Ronald and Carol Arnold  
12553 Warnerville Road  
Oakdale, CA 95361

APN: 002-028-073

Revenue and Tax Code 11911  
Documentary Transfer \$0.00  
☐ computed on full value of property conveyed, or  
☐ computed on full value less liens &  
encumbrances remaining hereon at time of sale.

\_\_\_\_\_  
Signature of declarant or agent determining tax-firm  
name.

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – NORTH DUDLEY PIPELINE AND EASEMENT**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owners of record, Ronald E. Arnold and Carol D. Arnold, any interest in that certain easement Inst. No. 2001-060831 within the parcel noted above dedicated to the Oakdale Irrigation District and recorded June 6, 2001, in the Office of the Stanislaus County Recorder. Said easement is indicated on the attached Project Site Map Exhibit "B".

Approved by Board Action on March 2, 2021, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of **Stanislaus**

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

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

WITNESS my hand and official seal

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

## CERTIFICATE OF ACKNOWLEDGMENT

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State of California

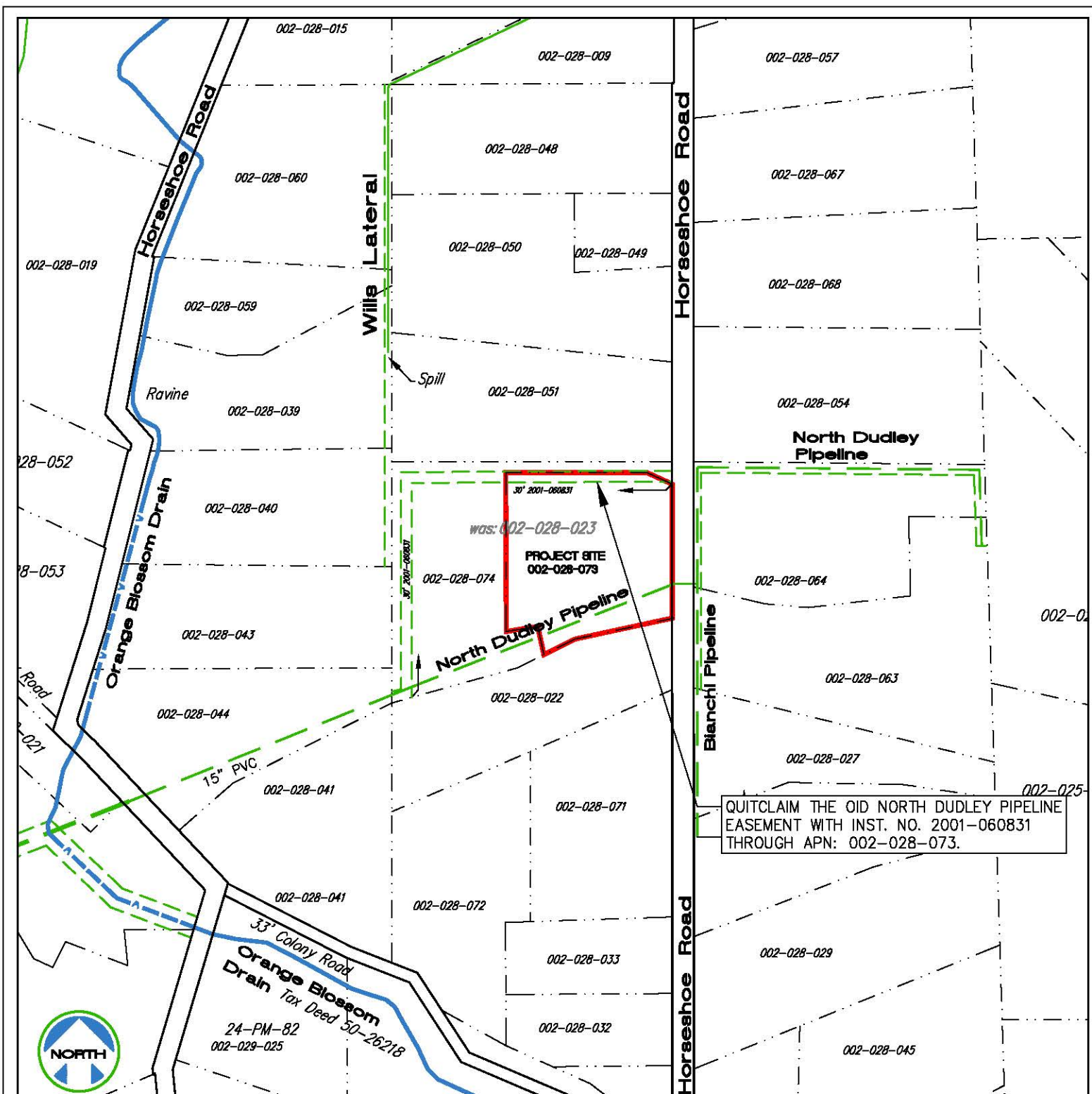
County of **Stanislaus**

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

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

WITNESS my hand and official seal

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



OAKDALE IRRIGATION DISTRICT  
 1205 EAST F STREET  
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
 QUITCLAIM OF A NORTH DUDLEY PIPELINE  
 EASEMENT INST. NO. 2001-060831  
 APN: 002-028-073



DATE: FEB. 10, 2021  
 DRAWN BY: TWH  
 CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
 SHEET 1 of 1





RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**OAKDALE IRRIGATION DISTRICT**

1205 East F Street  
Oakdale, CA 95361

Mail Tax Statements to:

William and Ellen Wearin  
13501 Horseshoe Road  
Oakdale, CA 95361

APN: 002-028-074

Revenue and Tax Code 11911  
Documentary Transfer \$0.00  
☐ computed on full value of property conveyed, or  
☐ computed on full value less liens &  
encumbrances remaining hereon at time of sale.

\_\_\_\_\_  
Signature of declarant or agent determining tax-firm  
name.

---

The undersigned declares Documentary Transfer Tax is \$0.00

**QUITCLAIM DEED – NORTH DUDLEY PIPELINE AND EASEMENT**

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

**OAKDALE IRRIGATION DISTRICT**, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owners of record, William F. Wearin, Jr. and Ellen Jeanne Wearin, any interest in that certain easement Inst. No. 2001-060831 within the parcel noted above, dedicated to the Oakdale Irrigation District and recorded June 6, 2001, in the Office of the Stanislaus County Recorder. Said easement is indicated on the attached Project Site Map Exhibit "B".

Approved by Board Action on March 2, 2021, as shown in the Resolution attached hereto as Exhibit "A".

**OAKDALE IRRIGATION DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of **Stanislaus**

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

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

WITNESS my hand and official seal

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

## CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

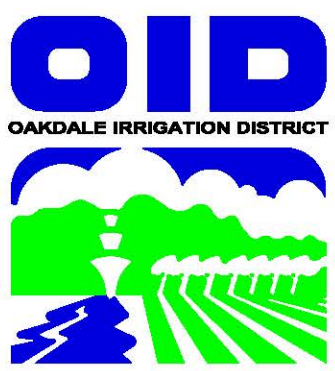
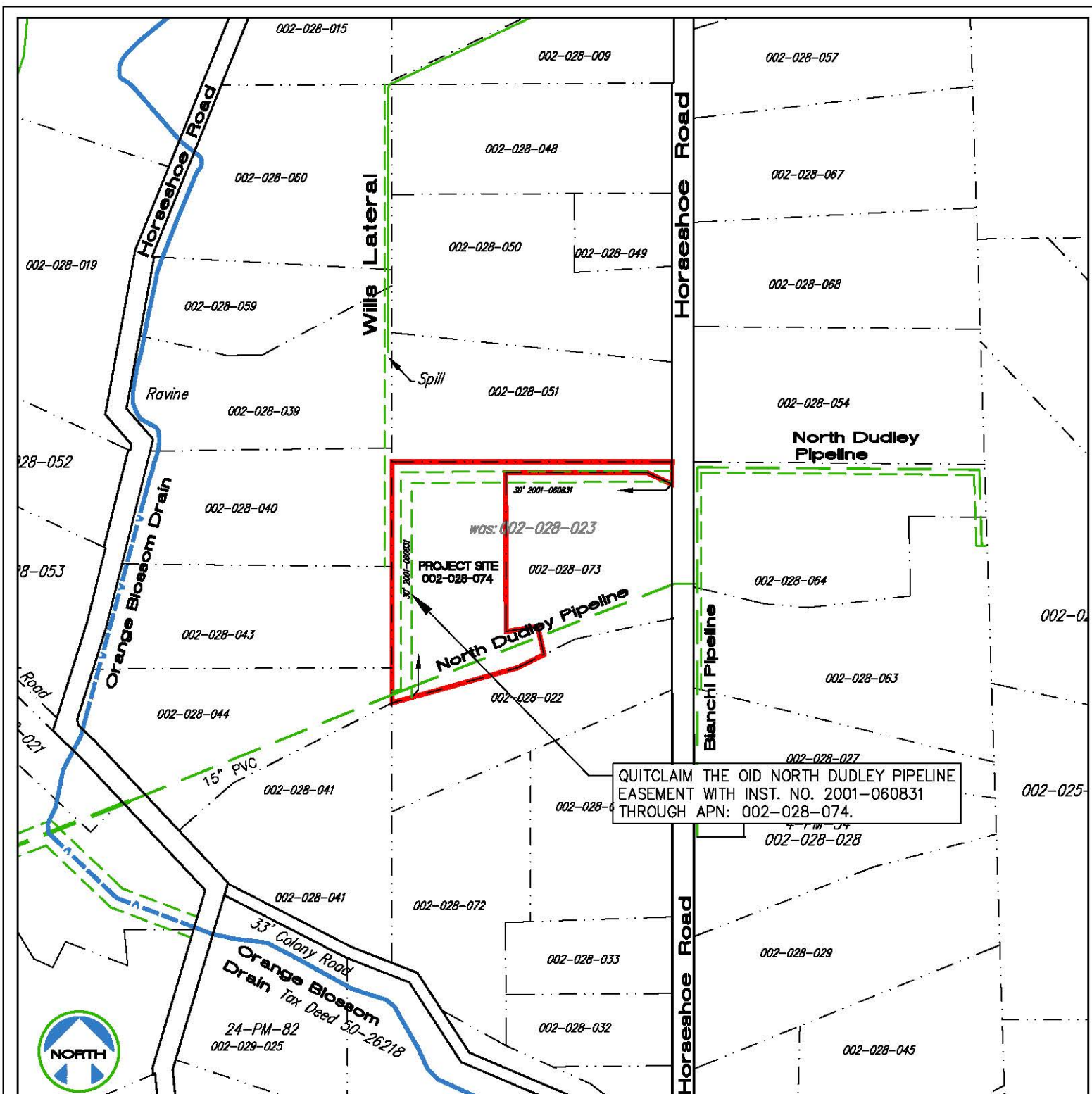
County of **Stanislaus**

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

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

WITNESS my hand and official seal

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



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
QUITCLAIM OF THE NORTH DUDLEY PIPELINE  
EASEMENT INST. NO. 2001-060831  
APN: 002-028-074

DATE: FEB. 10, 2021  
DRAWN BY: TWH  
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE  
SHEET 1 of 1

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-NIL**

**AUTHORIZING QUITCLAIM DEED TO  
WILLIAM AND ELLEN WEARIN & RONALD AND CAROL ARNOLD**

**APNs: 002-028-073/074**

**WHEREAS**, the Oakdale Irrigation District facility known as the North Dudley Pipeline was never constructed as proposed to lie within the thirty (30) foot easement Inst. No. 2001-060831 through the parcels noted above, located within the southeast quarter of Section 26, Township 1 South, Range 11 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

**WHEREAS**, to accommodate an alternative pipeline alignment for the Oakdale Irrigation District's North Dudley Pipeline the landowners have granted the Oakdale Irrigation District new easements, recorded as Inst. No. 2020-0098826 and 2020-0098828 per Stanislaus County Records; and

**WHEREAS**, the new easements, recorded as Inst. No. 2020-0098826 and 2020-0098828, are sufficient for the Oakdale Irrigation District's access, and OID staff has determined quitclaim of the existing 30 foot easement, recorded as Inst. No. 2020-0098826 and 2020-0098828, will not be detrimental to OID operations.

**NOW THEREFORE BE IT RESOLVED**, that any interest in the easement Inst. No. 2001-060831 granted to the Oakdale Irrigation District and recorded June 6, 2001 in the Office of the Stanislaus County Recorder be quitclaimed to the titled owners of said properties, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this second day of March, 2021.

**OAKDALE IRRIGATION DISTRICT**

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

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

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 7  
APNs: 002-028-073/074

---

**SUBJECT: APPROVE THE ABANDONMENT OF A PORTION OF THE NORTH DUDLEY PIPELINE AND FORMALLY ADOPT THE NEW ALIGNMENT OF OID'S NORTH DUDLEY PIPELINE AS A DISTRICT FACILITY (APNs: 002-028-073/074 – WILLIAM AND ELLEN WEARIN & RONALD AND CAROL ARNOLD)**

---

**RECOMMENDED ACTION:** Approve the abandonment of a portion of the North Dudley Pipeline and formally adopt the new alignment of OID's North Dudley Pipeline as a District facility.

---

**BACKGROUND AND/OR HISTORY:**

As part of the Oakdale Irrigation District's (OID's) recently completed North Dudley Pipeline Replacement and Realignment Project, the existing North Dudley Pipeline within the parcels noted above was relocated away from existing private permanent structures. To better accommodate the landowner's on-farm operations and OID's access through the parcels noted above, the landowners recently granted OID new easements through APNs: 002-028-073/074, recorded as Inst. No. 2020-0098826 and Inst. No. 2020-0098828, respectively. Please refer to the Project Site Map within the attached Draft Abandonment Resolution for clarification. With the new easements fully executed and recorded and the new pipeline in place, OID staff recommends formally adopting the pipeline in its new alignment as an OID facility. The new pipeline ties into the existing pipeline approximately 33 linear feet southwest of the point the North Dudley Pipeline crosses the shared property line of APNs: 002-028-044/074. The new pipeline was installed generally within the center of the new easements from that point generally northeast approximately 80 linear feet, thence parallel to the west property line of APN: 002-028-074 approximately 550 linear feet, thence parallel to the north property line of APN: 002-028-074 approximately 750 linear feet, crossing Upper Horseshoe Road, and finally connecting to the existing pipe near the east edge of the Horseshoe Road right-of-way.

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

**ATTACHMENTS:**

- Draft Abandonment Resolution
- 

**Board Motion:**

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

**VOTE**

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

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

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-NIL**

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

**NORTH DUDLEY PIPELINE**

**APNs: 002-028-073/074**

**WHEREAS**, a portion of the Oakdale Irrigation District facility known as the North Dudley Pipeline is located within the southeast quarter of Section 26, Township 1 South, Range 11 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

**WHEREAS**, the North Dudley Pipeline within the parcels noted above excepting therefrom that portion as described in those certain Grant of Easement with Instrument No. 2020-0098826 and 2020-0098828, recorded December 01, 2020, in the Office of the Stanislaus County Recorder, has been reviewed by the Water Operations Department and has been determined to be operationally unnecessary; and

**WHEREAS**, Oakdale Irrigation District has no plan to expand or modify the use of that portion of the North Dudley Pipeline and has no need to maintain the said facilities as described, and the abandonment of that portion of the said facilities will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

**NOW, THEREFORE BE IT RESOLVED**, that we find the abandonment of the North Dudley Pipeline within the parcels noted above excepting therefrom that portion as described in those certain Grant of Easements with Instrument No. 2020-0098826 and 2020-0098828, recorded December 01, 2020, in the Office of the Stanislaus County Recorder, and as shown on the attached Project Site Map attached hereto as "Exhibit "A" is appropriate and be adopted.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this second day of March, 2021.

Yes:

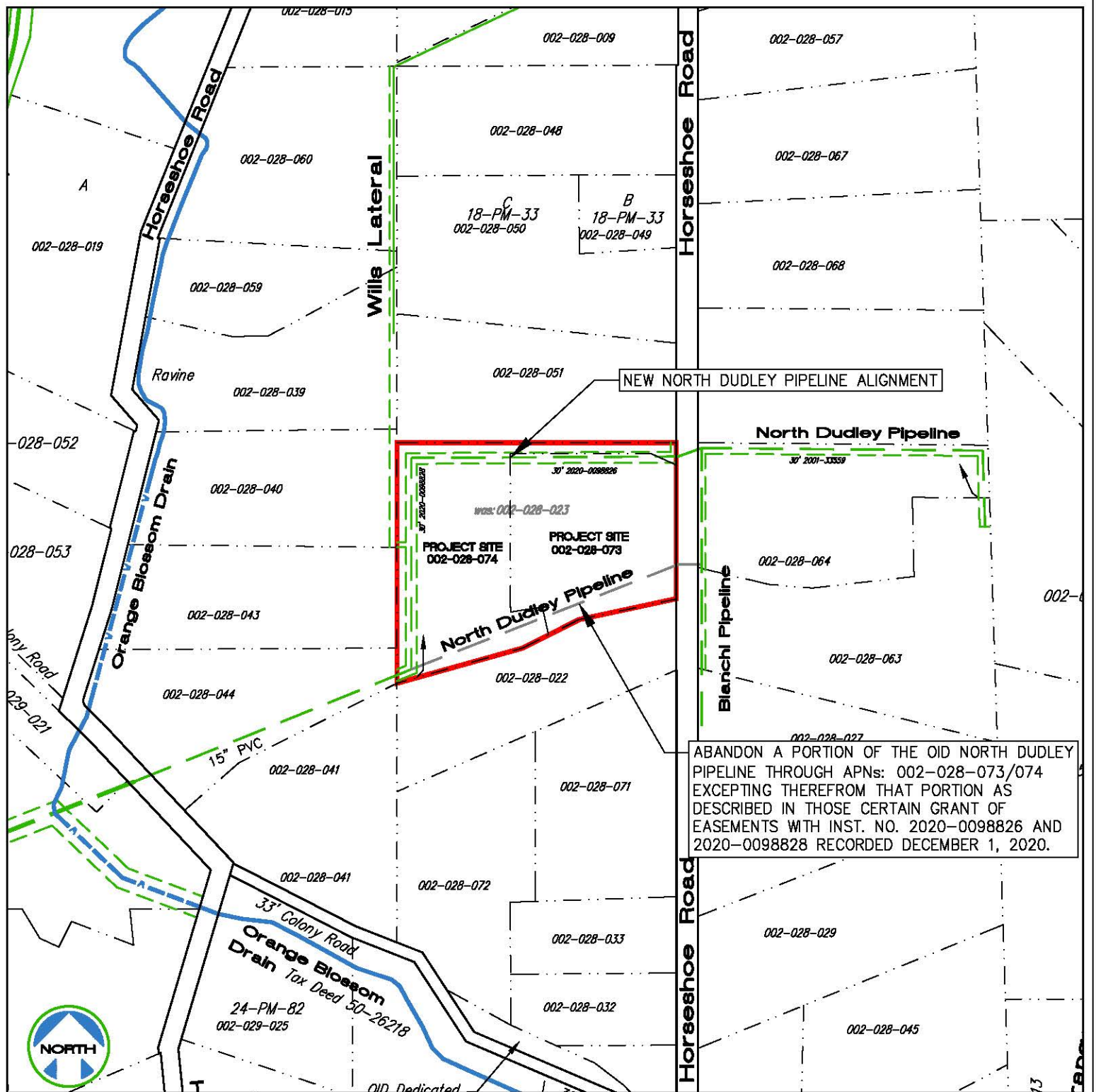
No:

Absent:

**OAKDALE IRRIGATION DISTRICT**

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

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



**OID**  
OAKDALE IRRIGATION DISTRICT



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP  
ABANDONMENT OF A PORTION OF  
THE NORTH DUDLEY PIPELINE  
APN: 002-028-073/074

DATE: FEB. 10, 2021  
DRAWN BY: TWH  
CHECKED BY: ECT

EXHIBIT "A"

NOT TO SCALE  
SHEET 1 of 1



# **PRESENTATION & PUBLIC HEARING**

## **BOARD MEETING OF March 2, 2021**



# BOARD AGENDA REPORT

Date:	March 2, 2021
Item Number:	8
APN:	N/A

---

**SUBJECT: PRESENTATION BY OID STAFF AND DAVIDS ENGINEERING ON THE 2020 AGRICULTURAL WATER MANAGEMENT PLAN**

---

## **BACKGROUND AND DISCUSSION:**

Oakdale Irrigation District's (OID) updated draft Agricultural Water Management Plan (AWMP or Plan) has been completed in accordance with the requirements of the Water Conservation Act of 2009 (SBx7-7) and the Water Management Planning Bill 1668 (AB 1668). This AWMP updates OID's 2015 AWMP. The draft Plan was posted on the Oakdale Irrigation District website and/or available for purchase at the OID office starting on February 2, 2021. In an effort to gain public feedback and pursuant to Section 6066 of the Government Code and Section 10821 of the California Water Code, notice to the public was provided in the newspaper on February 17<sup>th</sup> and February 24, 2021 and notification letters were sent to Cities and Counties within OID's water service area. Comments were invited and encouraged to be made through the OID website or sent to the OID office, but may also be made at the Board Meeting today. A presentation of the updated AWMP will be provided by Davids Engineering with the assistance of OID staff.

**ATTACHMENTS:** None.

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**Board Comments:**



# **CLOSED SESSION ITEMS**

## **BOARD MEETING OF March 2, 2021**



# **AGENDA ITEMS ACTION CALENDAR**

## **BOARD MEETING OF March 2, 2021**

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 10  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION DECLARING CONSERVED WATER SURPLUS TO DISTRICT NEEDS IN WATER YEAR 2020/21**

---

**RECOMMENDED ACTION:** Adopt Resolution Declaring All Water Above an OID Allocation of 235,000 Acre Feet to be Declared Conserved Water Surplus to District Needs for WY 2020/21

---

**BACKGROUND AND/OR HISTORY:**

The purpose of declaring surplus water (when it's available) is supported by Water Code Section 22259 which states;

*If its board deems it to be for the best interests of the district, a district may enter into a contract for the lease or sale of any surplus water or use of surplus not then necessary for use within the district, for use either within or without the district.*

Such a declaration opens the door for an agency to then commit their surplus supplies to other reasonable and beneficial uses to the benefit of the agency. OID's Guiding Principle Policy (WRP 2007) outlines the priority for those uses as shown below;

*When surplus water becomes available it shall be committed to meeting several priorities;*

- a. to meet the Goals of the WRP (address federal, state issues)*
- b. to meet the economic needs of the District,*
- c. to insure the future water need for the city of Oakdale,*
- d. to increase opportunities for expansion within the sphere of influence*
- e. to meet other needs as determined by the Board*

Per current hydrology projections, OID is estimated to receive an allocation of approximately 275,000 acre feet of formula water for diversion under a 90-percent exceedance scenario. Last water season (2019/2020) OID diverted 237,896 acre feet with 5,969 acre feet going to local out-of-district lands, thus making OID's in-district diversions 231,193 acre feet.

Staff is requesting the Board declare any water above an allocation of 235 TAF to OID be declared surplus to the needs of the District. This amount of water will encompass October's (2020) water use and the added water necessary for an early start of the irrigation season.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

- Resolution 2021-NIL
- NOAA 3-Month Outlook
- San Joaquin Precipitation: 5-Station Index

---

**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. 2021-NIL**

**DECLARATION SURPLUS WATER  
WATER CODE SECTION 22259**

WHEREAS, the Board of Directors of the Oakdale Irrigation District (District) typically makes a determination on the availability of conserved water "surplus" to the needs of the District for surface irrigation uses outside Oakdale Irrigation District's service area boundary in March of each calendar year; and

WHEREAS, the precipitation in the Stanislaus Basin as late February, 2021 indicates that 51% of the April 1<sup>st</sup> average precipitation has already been received to date; and

WHEREAS, current inflow into New Melones as of February 23, 2021 is 156,000 acre feet and stands at 54% of average for this time of year, and

WHEREAS, DWR's Bulletin 120 Water Supply Forecast for the Stanislaus Basin estimates 310,000 to 460,000 acre feet of runoff, April thru June, at the 50% and 90% exceedance levels respectively, and

WHEREAS, these numbers combined indicates an anticipated runoff of 466,000 to 616,000 acre feet at the present time, and

WHEREAS, upon review by the Board of Directors of this information, the Board determined that the in-district water demand for 2020/21 water season, which includes October's water usage and the early start of the irrigation season, coupled with the benefit of increased automation of OI's water delivery system, will be met with an allocation of 235,000 acre feet ; and

WHEREAS, Water Code §22259 provides that if in the best interests of a district, a district may enter into a contract for the lease or sale of any surplus water or use of surplus water not then necessary for the use within the district, for use either within or without the district; and

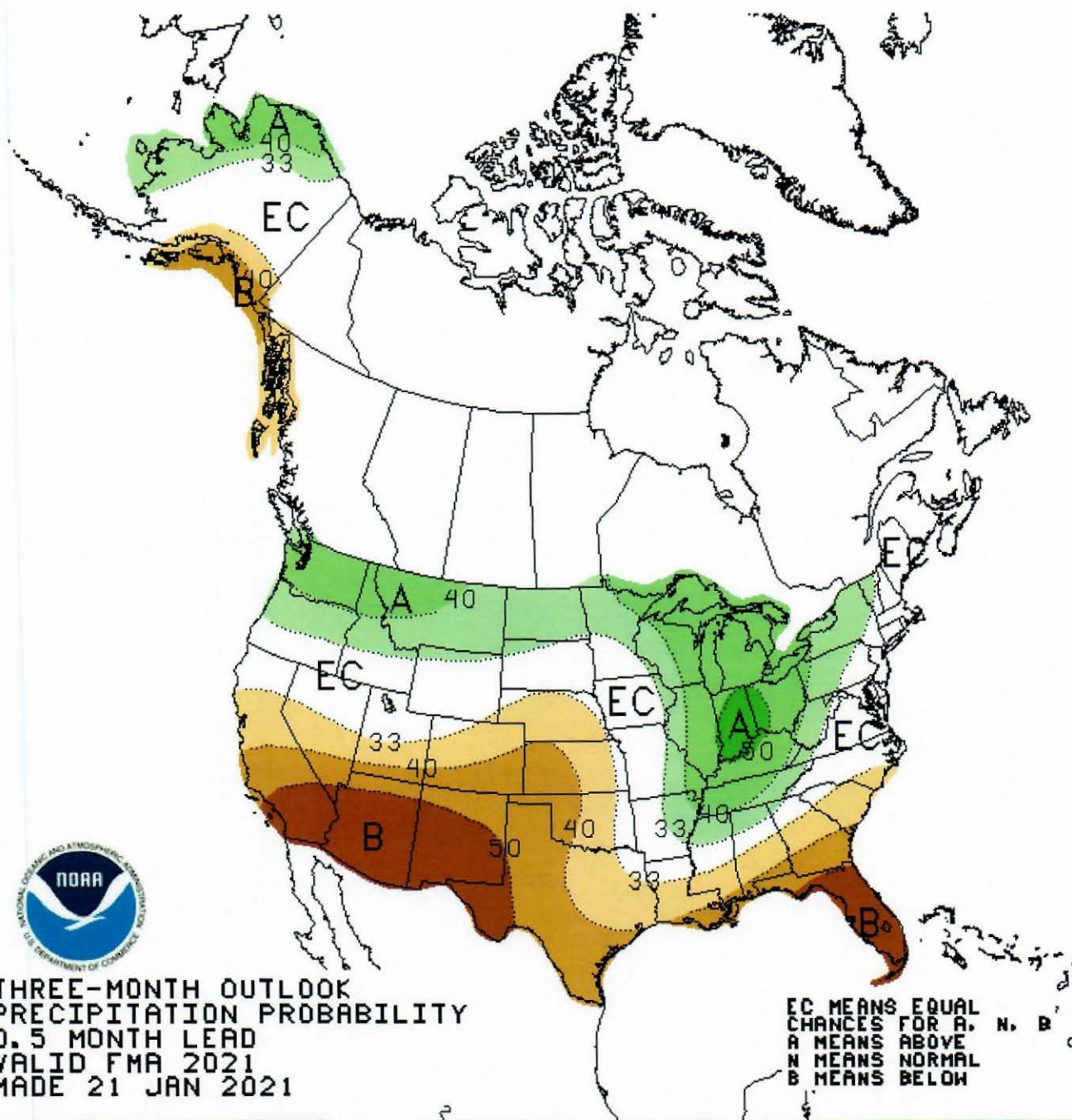
NOW, THEREFORE, the Board of Directors of the Oakdale Irrigation District declares all water above an allocation of 235,000 acre feet to be conserved water surplus to the District's needs and available for use outside the service area of the District.

Upon motion of Director\_\_\_\_\_, seconded by Director\_\_\_\_\_, and duly submitted to the Board for its consideration, the above titled resolution was unanimously adopted this third day of March in the year 2020.

OAKDALE IRRIGATION DISTRICT

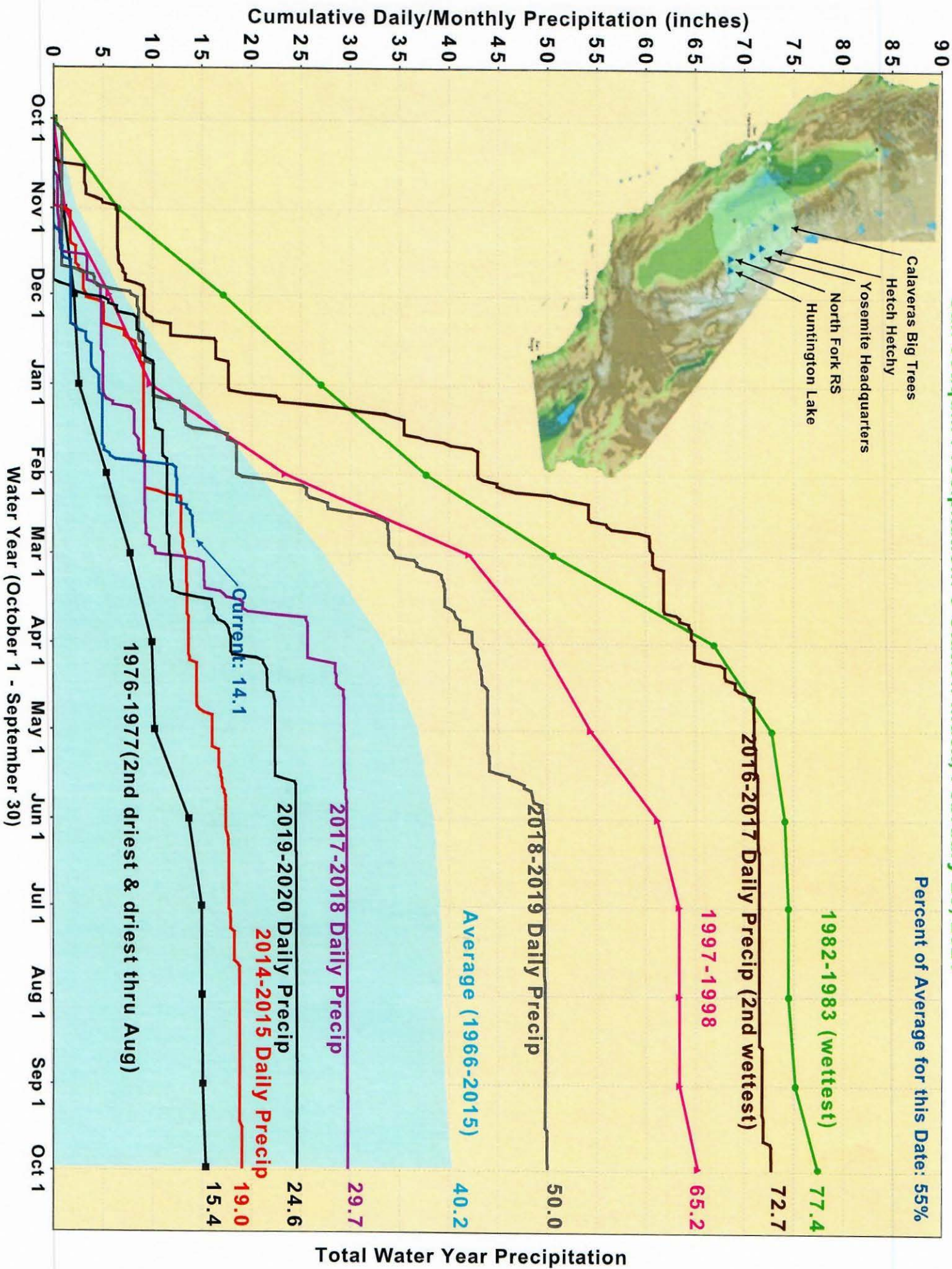
\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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





# San Joaquin Precipitation: 5-Station Index, February 23, 2021





# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 1F  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION APPROVING THE 2021 AGREEMENT ESTABLISHING TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE OAKDALE IRRIGATION DISTRICT BOUNDARIES AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE AGREEMENTS**

---

**RECOMMENDED ACTION:** Adopt Resolution Approving the 2021 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District Boundaries and Authorize the General Manager to Execute the Agreements

---

**BACKGROUND AND/OR HISTORY:**

During a preceding action item, the Board of Directors approved a resolution declaring all water above an OID allocation of 235,000 AF as surplus for the 2021 water year. At this time, it is projected OID will receive more than a 235,000 AF allocation, so staff has prepared the Draft Agreement Establishing Terms and Conditions for Irrigation of Lands Outside OID Boundaries (Draft Agreement) for Board consideration.

Within the Draft Agreement terms, a volumetric 2021 water rate (Water Charge) of \$125 per acre-foot is recommended by Staff for Board consideration. As has been done in previous years, OID will require the applicants to reserve and pay for their desired amount of water at the time of application submittal. Out-of-District lands will only be provided surface water from OID's pre-1914 water right. OID anticipates having pre-1914 water available through June for out-of-District use. However, availability will vary from year-to-year with in-District demand and hydrology. After June 30, 2021 and subject to hydrology, water availability and a capacity to deliver, OID may at its sole discretion continue to provide the opportunity for Applicant(s) to request additional surplus water. Should that occur, out-of-District water would continue to be permitted on a month-by-month basis under the terms and conditions of this Agreement. Any out-of-District water use after June 30, 2021 will be invoiced to the Applicant at the end of the 2021 irrigation season.

Once the Draft Agreement has been approved, staff will execute agreements with out-of-District landowners.

**FISCAL IMPACT:**

**ATTACHMENTS:**

- 2021 Draft Agreement Establishing Terms and Conditions for Irrigation of Lands Outside OID Boundaries
  - Resolution 2021-NIL
- 

**Board Motion:**

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

**VOTE:**

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

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

K:\Current Board Agenda\OOD Agreement\_Terms\Action-Draft Terms-Rate OOD 3.2.21.docx



## **AGREEMENT ESTABLISHING TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE OAKDALE IRRIGATION DISTRICT BOUNDARIES**

This Agreement made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Applicant(s)"), and Oakdale Irrigation District ("District") using "surplus water" in 2021, an irrigation district organized and existing under and by virtue of Division Eleven of the Water Code of the State of California (hereinafter referred to as District).

The Applicant(s) has requested that "surplus water" be made available for irrigation to APN \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, CA for the 2021 irrigation season.

### **Terms and Conditions**

#### **1. Eligible Lands:**

- a) Water for irrigation of lands outside the District's boundaries will only be made available to lands that are already irrigated and developed and can receive OID water from existing permanent or proposed temporary delivery facilities.
  - i. The area within the real property proposed for water service must be cultivated with crops and under irrigation as of August 31, 2018 with access to a water source other than OID surplus water.
  - ii. All water delivery turn-out locations are anticipated to have an accurate measurable metering device to record water flow and or volume. If there is no such device, at the determination of the Water Operations Manager, water usage will be determined using Evapotranspiration (ET) data and applying a 70% irrigation application efficiency to all deliveries of water.
  - iii. Installation of new "temporary" private turn-out and irrigation facilities located within District's rights-of-way or on private property for the purpose of the diversion of surplus water shall be so installed with the prior approval of OID's Water Operations Manager. Such installations shall not impede the District's on-going operations and maintenance programs.
  - iv. Any unauthorized private facilities or private facilities found to impede OID's operations and maintenance will be removed by the Applicant(s) or by the District at the Applicant's expense. The Applicant shall be responsible for any damage to OID facilities caused by the Applicant(s) or the Applicant(s) operations.

- b) Water for irrigation of lands outside the District's boundaries will only be made available to individual parcels that are 10 acres or larger in size, or a group of parcels under the same ownership that receive water through a single point of delivery and have a total combined parcel acreage of 10 acres or larger in size. The only exceptions to this requirement are APNs: 010-027-005 & 010-027-007 (Orange Blossom Park) and fringe parcels in accordance with the Fringe Parcels Water Allocation Policy adopted by Resolution No. 2017-07 on January 18, 2017.
2. Applicant(s) are the owner of the real property described above.
  3. The above described property is within the District's sphere of influence. Upon request, those with lands partially or completely outside the OID Sphere of Influence must provide proof to OID that another district/agency's services will not be impacted.
  4. This Agreement is subject to delivery of "surplus water" for the 2021 irrigation season only. The District is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside the District's boundaries.
  5. The District made a determination at its March 2, 2021 Board of Directors meeting that "surplus water" for any OID allocation above 240,000 AF was available for out-of-District use in 2021. Resolution No. 2021-      .
  6. The above described property shall demonstrate that an on-farm irrigation efficiency of seventy (70) percent or greater will be achieved. The ability to achieve this efficiency will be evaluated by the District's Water Operations Department. The burden is on the Applicant(s) to prove that a seventy (70) percent, or better, on-farm irrigation efficiency will be maintained.
  7. Upon request, the Applicant(s) shall provide a plan to ensure that no agricultural tail water will leave the property. This plan will be evaluated by the District's Water Operations Department and requires the approval by the District's General Manager.
  8. The use of "surplus water" shall be for agricultural purposes only and the Applicant(s) shall demonstrate that the water received is put to reasonable and beneficial uses at all times. Non-beneficial uses include water for lawns, pasture without livestock benefit, recreational ponds, and other practices as determined by the Water Operations Department. Water shall not be used directly or indirectly for any domestic, commercial or industrial purposes.
  9. Should the Applicant(s) wish to be billed by volume (per acre-foot), a measuring device approved by the OID Water Operations Manager and accessible to OID employees must be installed for the receipt of water.
    - a) Applicants without a measurable delivery will be subject to the measurement options provided and made available by the OID's Water

Operations Manager on a case-by-case basis for billing purposes.

10. All private facilities intended to be located within District's rights of way beyond the term of this agreement shall be so installed under a District Encroachment Permit.
11. Applicant(s) agree to comply with the District's Rules and Regulations for the Distribution of Water in the Oakdale Irrigation District. Non-compliance with any policy or rules of the District will result in immediate cessation of water delivery by the District.
12. Upon request, Applicant(s) must provide proof of membership in the appropriate Water Quality Coalition.
13. Applicant(s) agree to provide direct vehicle ingress and egress to the District's agents during the term of this agreement, to ensure the terms and conditions of this agreement are being met.
14. **The District is under no obligation, either now or in the future, to furnish, construct or maintain any diversion or service structures or facilities on behalf of the above described property.**
15. **The District is under no future obligation beyond the term of this agreement to deliver water to any diversion or service structures or facilities on behalf of the above described property.**
16. Out-of-District lands will only be provided surface water from OID's pre-1914 water right. Based on unimpaired flow and OID water use in average years, OID anticipates having pre-1914 water available through June for out-of-District use. However, availability will vary from year to year with in-District demand and hydrology.
17. The Applicant(s), in its application, has made a request for water delivery of \_\_\_\_\_ af for the time-period from March 3, 2021 to June 30, 2021. The District has agreed to make the requested water available subject to the following conditions:
  - (a) The amount of water reserved will not be permitted to be adjusted.
  - (b) Applicant(s) must provide a non-refundable deposit to the District for all water reserved at the time it is reserved. The amount of deposit will be \$125 multiplied by the water requested of \_\_\_\_\_ af for an amount of \$\_\_\_\_\_.
  - (c) Water purchased/delivered may not be re-sold.
  - (d) Water purchased/delivered may not be used to expand irrigated acreage.
  - (e) If the District is unable to deliver the amount of water requested for whatever reason, then the Districts will refund the money to Applicant(s) for the water that was not delivered by June 30, 2021.

- (d) After June 30, 2021 and subject to hydrology, water availability in accordance with Condition No. 16 above, and a capacity to deliver, OID may, at its sole discretion, continue to provide the opportunity for Applicant(s) to request additional surplus water. Should that occur, out-of-District water would continue to be permitted on a month-by-month basis under the terms and conditions of this Agreement. Any out-of-District water use after June 30, 2021 will be invoiced to the Applicant at the end of the 2021 irrigation season.
- (e) If there is CEQA challenge to the delivery of out-of-district water deliveries for 2021, or any other legal, administrative or regulatory action against the out-of-district delivery, then the District will immediately cease 2021 out-of-District water deliveries. The District will refund within 30 days of the cessation of such deliveries in 2021, pursuant to a CEQA challenge, the amount due for water not delivered.
- (f) If the Applicant(s) does not take the water requested and paid for and made available by the Districts, for whatever reason, except force majeure, then the District shall keep the amount deposited by Applicant(s).
18. Upon termination of this agreement, the Applicant(s) agrees to pay all costs incurred with retiring those facilities that are no longer needed for water deliveries as determined by the District.
19. Applicant(s) hereby acknowledges that the District sells water as a commodity only and not as a guaranteed service, and therefore agrees to hold the District, its officers, agents, and employees free and harmless from any liability or damage, including loss of profit or prospective business advantage, which may occur, arise or result from defective water quality, water shortage, fluctuation in flow or interruptions in service.
20. This Agreement shall terminate at the conclusion of the 2021 irrigation season; notwithstanding any violations of this Agreement as described above.

## **Water Charge for Surplus Water in 2021**

The Charge for the receipt of “surplus water” shall include:

1. A \$100 annual filing fee for the processing of the application.
2. \$125 an acre foot multiplied by the amount requested by Applicant \_\_\_\_\_, af for a total amount of \$\_\_\_\_\_.

## **OAKDALE IRRIGATION DISTRICT**

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

\_\_\_\_\_  
Date

## **OWNER(S)**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone:

## **DISTRICT USE ONLY**

- Prepare deposit allocation sheet for multiple parcel agreements to attach to payment.
- If parcel(s) are not in Storm, then setup in Storm.
- Add out-of-District billing code to Storm parcel(s).
- Scan and email agreement to the Water Operations Manager.

Adopted by Resolution No. 2021-\_\_ on March 2, 2021

K:\Current Board Agenda\OOD Agreement\_Terms\Draft OOD Agreement\_3-2-21\_ES.docx

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-NIL**

**APPROVING THE 2021 AGREEMENT ESTABLISHING TERMS AND  
CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE  
OF OAKDALE IRRIGATION DISTRICT BOUNDARIES 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 2021; and

WHEREAS, staff presented an in-district water budget for 2021 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 2021; 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 2021; and

NOW, THEREFORE, the Board of Directors of the Oakdale Irrigation District hereby approves the 2021 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside Oakdale Irrigation District, set the 2021 water rate for out-of-District lands at \$125.00/af, and authorize the General Manager to execute the agreements.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above titled resolution was unanimously adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this second day of March in the year 2021.

OAKDALE IRRIGATION DISTRICT

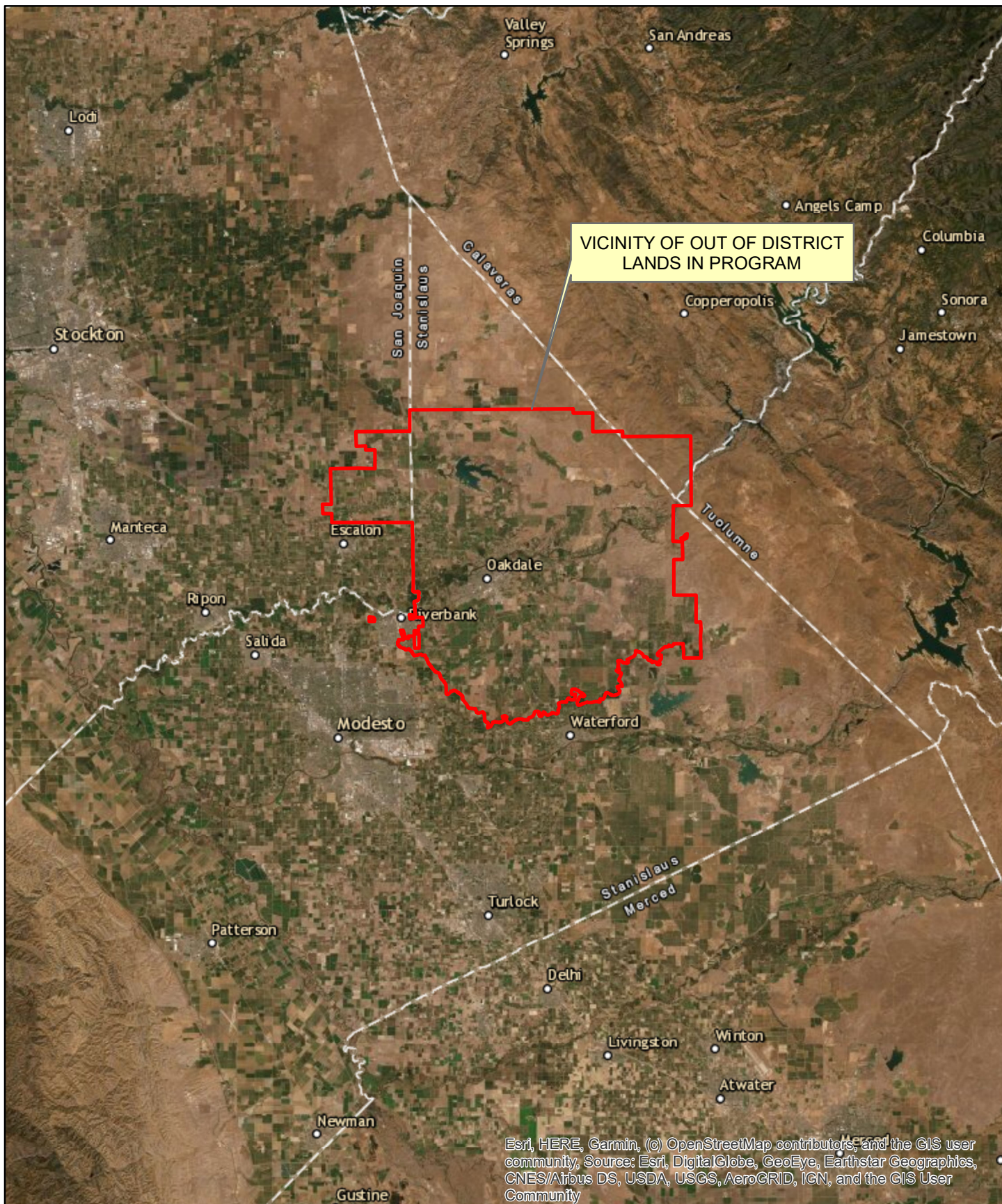
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Thomas D. Orvis, President  
Board of Directors

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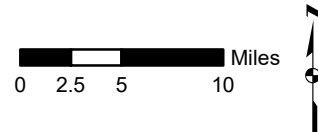
Steve Knell, P.E.  
General Manager/Secretary





DRAWN BY: ECS  
 CHECKED BY: SRK  
 DATE: 2/23/21  
 SHEET: 1 OF 1

# **PROJECT SITE MAP** **IRRIGATION OF LANDS OUTSIDE** **OID BOUNDARIES**





# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 1G  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION FINDING THE 2021 AGREEMENT ESTABLISHING TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE THE OAKDALE IRRIGATION DISTRICT BOUNDARY CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

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**RECOMMENDED ACTION:** Approve Adoption of the Resolution Finding the 2021 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the Oakdale Irrigation District Boundary Categorically Exempt Under the California Environmental Quality Act (CEQA)

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**BACKGROUND AND/OR HISTORY:**

The 2021 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the OID Boundary (Project) will deliver surplus water to lands outside the OID boundaries for irrigation of lands currently under irrigated agricultural production. OID will receive an allocation for the 2021 water year under OID's water rights that exceeds the anticipated irrigation demand of the in-District lands. This surplus is primarily due to conserved water generated from continued OID and on-farm efficiency improvements on irrigation facilities. These out of District (OOD) lands currently rely on groundwater for irrigation, and therefore any supplemental surface water delivered to those lands would provide a benefit to the aquifer.

Based on historical demand, OID anticipates providing up to 6,000 acre-feet of water to approximately 7,500 acres that are outside the OID service area but have access to OID conveyance facilities. No new permanent delivery points or irrigation facilities will be constructed as part of the Project. All of these OOD lands have existing infrastructure or will utilize temporary delivery points. OID will deliver water to the OOD lands within the capacity limits of the existing conveyance system. Therefore, no construction is necessary as a result of the Project.

This Project is categorically exempt from CEQA pursuant to California Code of Regulations Title 14, Division 6, Chapter 3 (CEQA Guidelines) Section 15301, Existing Facilities. The Project utilizes existing public facilities for the delivery of irrigation water to lands under existing agricultural production. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301. Staff recommends approving the resolution as attached finding the above Project Categorically Exempt from CEQA. Staff will be available to answer any questions that the Board may have.

**FISCAL IMPACT:** \$57 Stanislaus County Clerk filing fee

**ATTACHMENTS:**

- Resolution 2021-NIL
  - Notice of Exemption
- 

**Board Motion:**

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

**VOTE:**

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

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

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-NIL**

**FINDING THE 2021 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 2021 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 2021 Agreement Establishing Terms and Conditions for Irrigation of Lands Outside the OID Boundary Project Categorically Exempt from CEQA.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration the above titled resolution was adopted this 2<sup>nd</sup> day of March 2021.

**OAKDALE IRRIGATION DISTRICT**

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

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



SPACE ABOVE RESERVED FOR CLERK'S/OPR USE

**From:**

Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Lead Agency Contact Person:  
Steve Knell, P.E., General Manager  
Oakdale Irrigation District  
Telephone (209) 847-0341  
Email: sknell@oakdaleirrigation.com

**To:**

☒ County Clerk  
County of Stanislaus  
1021 "I" Street, Suite 101  
Modesto, CA 95354-0847

California Environmental Quality Act (CEQA)

NOTICE OF EXEMPTION

**Title:** 2021 Agreement Establishing Terms and Conditions of Irrigation of Lands  
Outside Oakdale Irrigation District Boundaries

**Project Location:** Northeastern Stanislaus County: Outside the Oakdale Irrigation Service Area but  
with Access to Oakdale Irrigation District Conveyance Facilities

**Project Description:**

The service area boundaries of the Oakdale Irrigation District (OID) were originally determined by the elevation of the OID canals and the elevation of the cropland, since irrigation methods at the time relied on gravity flow of water. As pumps and pressurized systems became more available, the ability of landowners to plant crops outside the OID boundaries also increased. These out of District (OOD) lands rely on groundwater for irrigation. Some OOD landowners with access to OID conveyance facilities request surface water deliveries from OID. OID will receive an allocation for the 2021 water year under OID's water rights that exceeds the anticipated irrigation demand of the in-District lands. This surplus is primarily due to continued OID and on-farm efficiency improvements on irrigation facilities.

The exact location of the participating OOD lands is unknown at this time, since the application period will remain open through the irrigation season. It is anticipated that all participating lands will be located within or adjacent to the OID sphere of influence, within Stanislaus County. The Project duration is for the 2021 irrigation season, generally being March 1 - September 30, 2021, and OOD lands would only be provided water under OID's pre-1914 water rights. Based on historical demand, OID anticipates providing up to 6,000 acre-feet of water to approximately 7,500 acres of existing irrigated agricultural lands that are outside the OID service area but have access to OID conveyance facilities. No new

permanent delivery points or irrigation facilities will be constructed as part of the Project. All of these OOD lands have existing infrastructure or will utilize temporary delivery points. OID will deliver water to the OOD lands within the capacity limits of the existing conveyance system. Therefore, no construction is necessary as a result of the Project.

**Project Purpose:**

The purpose of the Project is to alleviate some of the existing stress on the groundwater aquifer by providing supplemental surface water for irrigation of crops. OID will also benefit by receiving additional revenue, as the OOD lands pay a higher volumetric water rate than in-District lands.

**Project Proponents:** Oakdale Irrigation District

**Project Beneficiaries:** OID and the OOD Landowners

**Name of Public Agency Approving Project:** Oakdale Irrigation District

**Exempt Status:** ☒ Categorical Exemption (14 Cal. Code of Regulations, Sec. 15301 Class 1).

**Reasons Why Project is Exempt:** The Project utilizes existing public facilities for the delivery of irrigation water to lands under existing agricultural production. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steve Knell, P.E., General Manager  
OAKDALE IRRIGATION DISTRICT

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 13  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION APPROVING AGREEMENT FOR RELEASE OF WATER AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE AGREEMENT FOR RELEASE OF WATER BY AND AMONG THE OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

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**RECOMMENDED ACTION:** Adopt Resolution Approving Agreement for Release of Water and Authorizing the General Manager to Execute the Agreement Upon Receipt of Final Terms and Pricing

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## **BACKGROUND AND/OR HISTORY:**

Based upon current conditions, this year may prove to be challenging to water agencies in the Central Valley. As such, OID needs to be in a place of action if it wishes to execute a water sale, should water become available for that purpose.

Price and terms are still in a holding pattern for this contract and will likely be so until later in March, for obvious reasons. While the contract indicates an "up to" amount of 100,000 acre feet, the Districts will be paid for what they actually deliver to the San Luis Delta Mendota Water Authority and the California Department of Water Resources.

Staff presented a Declaration of Conserved Water Surplus to the District's Needs for adoption by the Board on the premise that any water above 235,000 acre feet would be declared surplus and available for sale under OID's Guiding Principles Policy.

To reiterate, sales of conserved water surplus to OID's needs provide reasonable and beneficial uses to agriculture on the westside of the San Joaquin Valley, including irrigation districts in Stanislaus County (Del Puerto ID, Patterson ID, West Stanislaus ID). Water releases also assist in enhancing the spring pulse flow that benefits salmon outmigration under the OCAP BO and assists migration of Omykiss, a threatened and endangered species.

Per OID Policy, 80% of all water sales revenues go to capital improvement projects to replace aging infrastructure. By being innovative in using water sale revenues for this purpose it allows for many benefits, such as;

1. Keeping OID's water rates affordable.
2. CIP improvements have allowed OID to reduce its' groundwater pumping by over 80%.
3. CIP improvements have generated conserved water supplies that provide OID constituents with significant drought resilience and added water reliability.
4. Enhanced automation has allowed near on-demand water service in parts of OID service area.
5. Strong water reliability has recently allowed for water availability throughout the month of October to reduce grower pumping of the aquifer.



All actions related to the sale of conserved surplus water are supported in OID's 2007 Water Resources Plan and its associated Certified Programmatic Environmental Impact Report.

Staff recommends adoption of the Resolution approving the Agreement and authorizing the General Manager to execute the Agreement upon price and terms acceptable to OID.

**FISCAL IMPACT:** Potential revenue income dependent on price and amount of water sold.

**ATTACHMENTS:**

- Agreement for Release of Water
- Resolution 2021-NIL

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**Board Motion:**

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

**VOTE:**

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

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

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

SWPAO # \_\_\_\_\_

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among the Oakdale Irrigation District ("OID"), the South San Joaquin Irrigation District ("SSJID") (collectively, the "Districts"), the San Luis & Delta-Mendota Water Authority ("SLDMWA"), and the Department of Water Resources ("DWR") of the State of California.

**RECITALS**

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

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

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

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

WHEREAS, 25 of SLDMWA's 28 member agencies receive water from the federal Central Valley Project ("CVP") under water service, exchange/settlement, or refuge contracts; and

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

WHEREAS, DWR's current forecast for the San Joaquin Valley Water Supply Index is \_\_\_\_\_ with runoff, precipitation, and snowpack \_\_\_\_\_; and

WHEREAS, CVP agricultural water service contractors South-of-Delta have received an allocation of \_\_\_\_\_ and the State Water Project Contractors ("SWPC") have received an allocation of \_\_\_\_\_;



NOW, THEREFORE, the Districts, SLDMWA, and DWR, on the terms and conditions herein set forth, agree as follows:

### **AGREEMENT**

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

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

(b) "Delivery" means the Districts' water made available to the United States Bureau of Reclamation ("USBR") at Goodwin Dam in April and May of 2020. USBR will then release the water at Goodwin Dam on the schedule developed pursuant to Paragraph 14 of this Agreement. This definition is intended to include the grammatical variations of the term "delivery" including "deliver" and "delivered," where such term is used in reference to water.

(c) "Base flow" means flows released by USBR from Goodwin Dam necessary to meet terms, conditions, or other regulatory requirements applicable to operations of Central Valley Project facilities on the Stanislaus River.

2. **TERM:** This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2021 or upon final payment by SLDMWA and DWR of all costs attributable to this Agreement, whichever occurs later.

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

(a) Upon request by USBR and DWR, the Districts agree to make up to 100,000 acre-feet of water available at Goodwin Dam from April 1 to May 31 of 2021 pursuant to Section 4001(b)(7) of the Water Infrastructure Improvements for the Nation Act, Pub. Law 114-322 (130 Stat. 1852-53). No water shall be released under this Agreement, and DWR and SLDMWA shall not be obligated to pay for any flows released, unless the release of water, as provided under this Agreement the contacts for DWR and SLDMWA listed in Paragraph 23 have approved both the release and Delivery.

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

(c) If either USBR or DWR cannot pump its share of the released water, then the other may pump the additional water for the benefit of its contractors provided that it is willing to pay for the additional water and provided the Party pumping the additional water has obtained prior written agreement from the other Party that the pumping will not adversely impact the non-pumping Party's operations.



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

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

(b) The Districts and SLDMWA are entering into this Agreement based on the determination of the Districts and of SLDMWA, as described below, that the Delivery is categorically exempt from CEQA because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of Regulations, section 15301 ("CEQA Guidelines § 15301"), subsection (i), and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to CEQA Guidelines § 15301.

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

(d) SLDMWA has determined the Delivery is categorically exempt from CEQA because it will result in the provision of supplemental instream fishery flows pursuant to CEQA Guidelines § 15301, subsection (i), and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to CEQA Guidelines § 15301.

(e) Upon execution by all Parties of this Agreement, DWR will file a Notice of Exemption based on CEQA Guidelines § 15301 for operation of an existing facility with the State Clearinghouse.

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

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

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



7. **WATER MEASUREMENT AND DELIVERY:** DWR and SLDMWA shall pay the Districts to provide up to 100,000 acre-feet to USBR in Goodwin Dam. The payment shall be based on the actual flows released by USBR from Goodwin Dam in excess of the Base Flow. For the purposes of this Agreement, the flow volume for which Districts will be paid in accordance with Paragraph 5 will be measured as the Goodwin releases exceeding the Base Flow. Through concurrence with the National Marine Fisheries Service ("NMFS"), the timing of the releases may be shifted. A Delivery that is released from Goodwin Dam shall be measured on a daily basis by USBR at the Goodwin Gauge and confirmed by USBR and DWR. The Districts and SLDMWA acknowledge that USBR shall be responsible for determining the flow and schedule of the Delivery and that DWR shall be responsible for verifying the flow and schedule of the Delivery.

8. **WATER INFRASTRUCTURE FOR IMPROVEMENTS TO THE NATION ACT ("WIIN ACT"):** One purpose of this sale is to assist USBR in meeting the 31-day April through May flow objectives in the 2006 State Water Resources Control Board's Water Quality Control Plan for the Bay-Delta, as required by section 4001, subsection (b)(7) of the WIIN Act. This sale will result in flow that is in addition to flow that otherwise would occur in the absence of the voluntary sale, under WIIN Act Section 4001, subsection (b)(7)(C). It is the Parties' expectation that, pursuant to WIIN Act section 4001, subsection (b)(7), the water made available will be subject to an inflow to export ratio of 1:1. (See Paragraph 13).

9. **PAYMENT:**

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

(b) SLDMWA shall remit payment within sixty (60) days of receipt of the invoice.

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

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



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

- (a) The terms and conditions of their water rights as they currently exist;
- (b) The 1988 Agreement and Stipulation with USBR;
- (c) The Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time;
- (d) The Goodwin Agreement, as it now exists and as modified from time to time;
- (e) The terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing, including but not limited to those licenses held for Tulloch and Goodwin Dams;
- (f) The rights of landowners, within the boundaries of OID or SSJID, to the beneficial use of their respective District's water as relates to the delivery of water purchased pursuant to this Agreement;
- (g) Applicable federal and state laws now in existence, and as modified from time to time, which may affect the Districts' rights or obligations; and
- (h) The rights of the cities of Lathrop, Manteca, Escalon, and Tracy pursuant to each city's Water Supply Development Agreement with SSJID.

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

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



**13. SLDMWA and DWR LIMITING CONDITIONS:** The obligations of SLDMWA and DWR to pay for Delivery is subject to DWR and USBR having capacity at Banks Pumping Plant and/or Jones Pumping Plant to pump the additional SWP or CVP water and pursuant to section 4001 of the WIIN Act, which allows for a Vernalis flow-to-combined CVP and SWP pumping ratio of 1:1 ("1:1 Ratio"). If DWR and USBR are unable to pump additional SWP or CVP water made available at Banks Pumping Plant or Jones Pumping Plant, the Parties may attempt to reschedule the Delivery within the April 1 – May 31 period, or in the alternative, any Party may elect to terminate this Agreement by providing notice to the other Parties consistent with Paragraph 22, or the Parties can meet and agree to a new release and diversion rate for the released water. If this Agreement is terminated, SLDMWA and DWR shall only be obligated to pay Districts for the quantity of water Districts released pursuant to Paragraph 7 prior to the Agreement terminating.

**14. DELIVERY:**

(a) Consistent with this Agreement and specifically Paragraph 7, the Districts will make the Delivery available at Goodwin Dam on a schedule developed in consultation with the Districts, USBR, DWR, and NMFS. The delivery of the water by the Districts will occur only after USBR, DWR, the Districts, and SLDMWA meet and receive assurances from USBR and DWR that the water to be released will be diverted at the 1:1 Ratio. If the water to be released cannot be diverted at the 1:1 Ratio, then pursuant to Paragraph 13 or 22, the Parties can reschedule the water or meet and confer to determine what water will be released, diverted and paid for, or terminate this Agreement. The two goals of the Delivery are to assist USBR in the April-May Pulse Flow period, and to have additional SWP and CVP water made available at Banks Pumping Plant and Jones Pumping Plant as a result of the Delivery.

(b) No subsequent changes to the schedule, regulatory conditions, or other intervening matters, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts, or diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle, or South Forks of the Stanislaus River, or any action, legislation, ruling, or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts, shall release the Parties from their obligations under this Agreement, except as further specified in Paragraph 15.

**15. WATER SUPPLY REDUCTIONS:** The Districts may reduce the Delivery for any of the following reasons: the Districts' Limiting Conditions arise; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River; and any action, legislation, ruling or determination adverse to the Districts affecting the



Agreement and beyond the reasonable control of the Districts. Districts shall make good faith efforts to avoid such reductions, but SLDMWA and DWR agree that Districts shall not be liable for reductions of supply in this Agreement due to the above-stated causes. SLDMWA and DWR shall have no obligation to pay for water not delivered because of a reduction caused by factors listed in this Paragraph.

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

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

18. **EXPENSES:** Districts shall be responsible for all expenses, including but not limited to legal, environmental, or engineering consultants' fees, expenses incurred to obtain any and all necessary approvals and to satisfy all environmental requirements, including CEQA and/or NEPA, required to effectuate the Agreement, and expenses incurred to defend against any litigation challenging the Agreement or the approvals, water rights, or environmental reviews associated with the Agreement. This Paragraph survives termination of this Agreement.

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

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

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

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



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

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

**OAKDALE IRRIGATION DISTRICT**

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

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

Peter Rietkerk, General Manager  
South San Joaquin Irrigation District  
11011 East Highway 120  
Manteca, CA 95336  
Email: [prietkerk@ssjid.com](mailto:prietkerk@ssjid.com)  
Phone: (209) 249-4645

**SAN LUIS & DELTA- MENDOTA WATER AUTHORITY**

Pablo Arroyave, Chief Operating Officer  
P.O. Box 2157  
Los Banos, CA 95635  
Email: [pablo.arroyave@sldmwa.org](mailto:pablo.arroyave@sldmwa.org)  
Phone: (209) 826-9696

**CALIFORNIA DEPARTMENT OF WATER RESOURCES**

Anna Fock, Chief, State Water Project Analysis Office  
Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Email: [anna.fock@water.ca.gov](mailto:anna.fock@water.ca.gov)  
Phone: (916) 653-0190

Notice shall be deemed given by operation of any of the following, whichever occurs earliest:

(a) Two (2) calendar days following mailing via regular or certified mail, return receipt requested,

(b) One (1) business day after deposit with any one-day delivery service assuring "next day" delivery,

(c) Upon actual receipt of notice, or

(d) Upon transmission, if by facsimile.

The Parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

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

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

**26. OTHER AGREEMENTS:** Nothing contained within this Agreement restricts the ability of the Districts to provide water services and sales to others as authorized by law which do not unreasonably interfere with Districts' obligations under this Agreement.

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

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

**29. SIGNATURE CLAUSE:**



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

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

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

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

**PARTIES:**

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: \_\_\_\_\_  
Federico Barajas, Executive Director

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

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: \_\_\_\_\_  
Joel Ledesma, Deputy Director, State Water Project

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

OAKDALE IRRIGATION DISTRICT

By: \_\_\_\_\_  
Steve R. Knell, General Manager

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



SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: \_\_\_\_\_  
Peter Rietkerk, General Manager

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

DRAFT

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-NIL**

**RESOLUTION APPROVING AGREEMENT FOR RELEASE  
OF WATER AND AUTHORIZING GENERAL MANAGER TO  
EXECUTE AN AGREEMENT FOR RELEASE OF WATER BY AND  
AMONG THE OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN  
IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER  
AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

**WHEREAS**, the Oakdale Irrigation District and the South San Joaquin Irrigation District (collectively, the “Districts”) are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

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

**WHEREAS**, the San Luis & Delta-Mendota Water Authority is a California joint power authority operating under and by virtue of Section 6500, et seq., of the California Government Code; and

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

**WHEREAS**, the Oakdale Irrigation District Board of Directors was presented with, and has reviewed an Agreement for Release of Water by and among the Oakdale Irrigation District, the South San Joaquin Irrigation District, the San Luis & Delta Mendota Water Authority, and the California Department of Water Resources; and

**WHEREAS**, the Oakdale Irrigation District Board of Directors has determined there is conserved water surplus to the needs of the Districts and available for sale in water year 2020/21 pursuant to Resolution 2021-NIL; and

**WHEREAS**, the release of water during the April-May time-period will assist Reclamation in meeting its legal obligation under D-1641 to meet the Spring pulse flow; help meet and protect the beneficial use as designated by the State Water Board in the 1995 Water Quality Control Plan and meet the policy objective of Congress in having additional flows to the Delta paid for and be exportable pursuant to Section 4001 on the WIIN Act; and

**NOW, THEREFORE, BE IT RESOLVED** that the Oakdale Irrigation District Board of Directors does hereby approve the Agreement for Release of Water and authorize the General Manager Steve Knell to execute the agreement.

Upon motion of Director \_\_\_\_\_, seconded by Director\_\_\_\_\_, the above-titled Resolution was duly submitted to the Board for its consideration, the above-titled Resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this 2nd day of March in the year 2021, by the following vote of the Board of Directors:

Ayes:

Noes:

Absent:

OAKDALE IRRIGATION DISTRICT

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Thomas D. Orvis, President  
Board of Directors

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Steve Knell,  
Secretary/General Manager

# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 11  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION FINDING THE 2021 SPRING PULSE FLOW RELEASE CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

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**RECOMMENDED ACTION:** Approve Adoption of Resolution Finding the 2021 Spring Pulse Flow Release Categorically Exempt Under the California Environmental Quality Act (CEQA)

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**BACKGROUND AND/OR HISTORY:**

The 2021 Spring Pulse Flow Release (Project) proposes for up to 100,000 acre-feet (AF) of water to be released at Goodwin Dam by OID and SSJID under their water rights. The water would be released by the U.S. Bureau of Reclamation (USBR) during April and May as supplemental enhancement flows to the USBR flow objective at Vernalis for migrating fish. As the released water also has the potential to benefit the Department of Water Resources (DWR) and the San Luis & Delta Mendota Water Authority (SLDMWA), those entities have offered to purchase the release water from OID and SSJID for each acre-foot released at Goodwin Dam in excess of the base flow necessary to meet the April-May pulse flow objective under D-1641. Due to the location of Goodwin Dam, OID and SSJID, and the DWR and SLDMWA facilities, the Project is located in Stanislaus, San Joaquin, Contra Costa, Alameda, Merced, Calaveras, and Tuolumne Counties.

This Project is categorically exempt from CEQA pursuant to California Code of Regulations Title 14, Division 6, Chapter 3 (CEQA Guidelines) Section 15301, subsection (i), Maintenance of Streamflow to protect fish and wildlife resources. This Project will utilize existing public facilities for the maintenance of flows to protect fish and wildlife resources. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.

Staff recommends approving the resolution as attached finding the above Project Categorically Exempt from CEQA. It should be noted that approval of the attached resolution does not approve the project itself. Staff will be available to answer any questions that the Board may have.

**FISCAL IMPACT:** \$357 in County Clerk filing fees (\$57 Stanislaus County; \$50 San Joaquin County; \$50 Contra Costa County; \$50 Alameda County; \$50 Merced County; \$50 Calaveras County; \$50 Tuolumne County)

**ATTACHMENTS:**

- Resolution 2021-NIL
  - Notice of Exemption
- 

**Board Motion:**

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

**VOTE:**

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

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

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021- NIL**

**APPROVING A CALIFORNIA ENVIRONMENTAL QUALITY ACT  
NOTICE OF EXEMPTION FOR THE  
SOUTH SAN JOAQUIN AND OAKDALE IRRIGATION DISTRICTS'  
2021 SPRING PULSE FLOW RELEASE PROJECT**

**WHEREAS**, the Oakdale Irrigation District (OID) and the South San Joaquin Irrigation District (SSJID), collectively referred to as "Districts", are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

**WHEREAS**, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of the lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and

**WHEREAS**, the San Luis & Delta Mendota Water Authority (SLDMWA) is a California joint power authority operating under and by virtue of Section 6500, et seq., of the California Government Code; and

**WHEREAS**, SLDMWA's member units are 28 water agencies representing approximately 2,100,000 acres of land within the western San Joaquin Valley, San Benito and Santa Clara Counties that receive water from the federal Central Valley Project (CVP) under water service or exchange contracts; and

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

**WHEREAS**, in accordance with the applicable requirements of State Water Resources Control Board (SWRCB) Order D-1641, USBR makes releases from New Melones Reservoir to meet water quality and water quantity objectives measured at Vernalis; and

**WHEREAS**, Districts' water rights are satisfied by and through the performance of a settlement agreement with the USBR (the 1988 Agreement) which requires the USBR to deliver water to the Districts at Goodwin Dam each year; and

**WHEREAS**, the amount of water available for the Districts' use each year under the 1988 Agreement is calculated by adding the inflow into New Melones to the amount derived by the formula (600,000-inflow) divided by three (3), not to exceed 600,000 acre-feet; and

**WHEREAS**, based upon the USBR's 2021 forecast, Districts are willing to release up to 100,000 acre feet of water from Goodwin Dam during April and May 2021 (proposed Project) without reservoir refill criteria. The USBR will be responsible for determining the flow rate and schedule of the release, upon concurrence with the NMFS; and

**WHEREAS**, on the behalf of the Districts, USBR will release such water from Goodwin Dam, over, above and in excess of the quantities released by the USBR necessary to satisfy the USBR's obligations under Appendix 2-E and RPA IV.2.1 of the National Marine Fisheries Service's Biological Opinion (BO); and

**WHEREAS**, such operations in the Delta will be conducted consistent with D-1641 and applicable Biological Opinions; and

**WHEREAS**, the Districts' release of supplemental flow in April and May will improve instream flow conditions for migratory fish in the Stanislaus and San Joaquin River and will have an incidental effect of improving water quality and water supply conditions in the Delta that can benefit CVP and SWP operations; and

**WHEREAS**, the Parties hereto expect and anticipate, but cannot guarantee, the amount of water released as a result of the proposed Project will subsequently arrive at Vernalis; and

**WHEREAS**, DWR and the SLDMWA are willing to fund the supplemental releases and to share the anticipated incidental water supply benefits to their respective water contractors; and

**WHEREAS**, the SLDMWA and DWR will pay OID and SSJID for every acre foot of water released into the Stanislaus River; and

**WHEREAS**, the proposed Project would utilize existing water conveyance infrastructure and no construction would take place; and

**WHEREAS**, the proposed Project has been determined by the Board of Directors to be categorically exempt from CEQA because it will result in the provision of supplemental instream fishery flows pursuant to CEQA Guidelines § 15301, subsection (i), and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to CEQA Guidelines § 15301; and

**WHEREAS**, Goodwin Dam is located in Tuolumne and Calaveras Counties; OID is located in Stanislaus and San Joaquin Counties; SSJID is located in San Joaquin County; and the DWR and SLDMWA facilities are located in Contra Costa, Alameda, San Joaquin, Stanislaus and Merced Counties

**WHEREAS**, OID is the custodian of the documents or other material which constitute the record of proceedings upon which the Board's decision is based, and the District office is the location of this record; and

**NOW THEREFORE, BE IT RESOLVED**, by this Board of Directors that:

1. The foregoing recitals are true and correct.
2. The proposed Project has been determined to be categorically exempt from CEQA under 14 Cal. Code of Regulations, Section 15301, subsection (i) Maintenance of Stream Flow to protect fish and wildlife resources. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.
3. A Notice of Exemption is approved (and is on file with the District's records).
4. The District's Staff is authorized and directed to file a Notice of Exemption at the Clerk's Office (or other authorized place) of Stanislaus, San Joaquin, Contra Costa, Alameda, Merced, Calaveras and Tuolumne Counties and in the manner prescribed by the CEQA.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration the above titled resolution was adopted this 2<sup>nd</sup> day of March, 2021.

**OAKDALE IRRIGATION DISTRICT**

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

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



SPACE ABOVE RESERVED FOR CLERK'S/OPR USE

**From:**

Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

South San Joaquin Irrigation District  
11011 E. Highway 120  
Manteca, CA 95336

Lead Agency Contact Person:  
Steve Knell, P.E., General Manager  
Oakdale Irrigation District  
Telephone (209) 847-0341  
Email: sknell@oakdaleirrigation.com

**To:**

☒ County Clerk  
County of Stanislaus  
1021 "I" Street, Suite 101  
Modesto, CA 95354-0847

☒ County Clerk  
County of Calaveras  
891 Mountain Ranch Road  
San Andreas, CA 95249

☒ County Clerk  
County of Merced  
2222 M. Street, Main Floor  
Merced, CA 95340

☒ County Clerk  
County of San Joaquin  
44 N. San Joaquin Street, Suite 260  
Stockton, CA 95202

☒ County Clerk  
County of Tuolumne  
#2 South Green Street  
Sonora, CA 95370

☒ County Clerk  
County of Alameda  
1106 Madison Street  
Oakland, CA 94607

☒ County Clerk  
County of Contra Costa  
555 Escobar Street  
Martinez, CA 95443

California Environmental Quality Act (CEQA)

NOTICE OF EXEMPTION

**Title:** 2021 Spring Pulse Flow Release

**Project Location:** From the Stanislaus River at Goodwin Dam to the Jones and Banks Pumping Plants, and ultimately to the San Luis Reservoir; located in Stanislaus, San Joaquin, Calaveras, Tuolumne, Alameda, Contra Costa, and Merced Counties.

**Project Description:**

Oakdale Irrigation District (OID) and South San Joaquin Irrigation District (SSJID) will provide up to 100,000 acre-feet of water to augment water releases made by the USBR to benefit migratory fish on the Stanislaus and San Joaquin Rivers. The releases will occur at Goodwin Dam during April and May, and will be coordinated with the USBR's releases to assist and supplement Reclamation flows in meeting their legal obligations for the April-May pulse flow under D-1641. The USBR will be responsible for determining the flow rate and schedule of the release, upon concurrence with the NMFS. The San Luis & Delta Mendota Water Authority (SLDMWA) and the Department of Water Resources (DWR) will pay OID and



SSJID for every acre-foot in excess of the flow released by the USBR at Goodwin Dam for the Spring pulse flow, up to a maximum of 100,000 acre-feet. There will be no reservoir refill criteria.

**Current Hydrology:**

Projected hydrology for the Stanislaus River Basin is trending to Critical indicating an Appendix-2e base flow requirement of 185,000 acre feet for water year March 1, 2021 to February 28, 2022. Reclamation's April-May flows under Appendix-2e range from 200-1,400 cfs in the Stanislaus River while the Vernalis requirement under D-1641 is just over 3,000 cfs, leading to a significant deficit even when considering the inflow from other upstream releases.

Projected hydrology for the Stanislaus River Basin has been modeled to indicate an End of Month Storage September in New Melones of 1.175 maf. The Districts have determined there will be no impact to carryover storage/cold water pool at New Melones due to the release.

**Project Purpose:**

The releases are for the purpose of improving flow on the Stanislaus and San Joaquin Rivers to benefit migratory fish. Pursuant to the State Water Resources Control Board's (SWRCB) Decision 1641 (D-1641), the USBR is responsible for meeting the April-May flow objective flows at Vernalis. The NMFS 2019 Biological Opinion (BiOp) establishes the Spring "pulse flow" identified in the Stanislaus River Minimum Fish Flow Schedule for the purpose of protecting migratory fish in the lower San Joaquin River and Delta, particularly fall-run Chinook salmon and Central Valley steelhead. The USBR's releases of the water provided by OID and SSJID will supplement flows in the Stanislaus and San Joaquin Rivers to improve instream flow conditions for migratory fish during April and May 2021. The released water will be diverted by the DWR and SLDMWA pursuant to the WIIN Act, Section 4001. This water will help those entities offset the severe allocation reductions they have received this year.

**Project Proponents:** Oakdale Irrigation District and South San Joaquin Irrigation District.

**Project Beneficiaries:** OID, SSJID, USBR, DWR, SLDMWA.

**Name of Public Agency Approving Project:** Oakdale Irrigation District and South San Joaquin Irrigation District.

**Exempt Status:** ☒ Categorical Exemption (14 Cal. Code of Regulations, Sec. 15301 Class 1(i) Maintenance of Stream Flow to protect fish and wildlife resources).

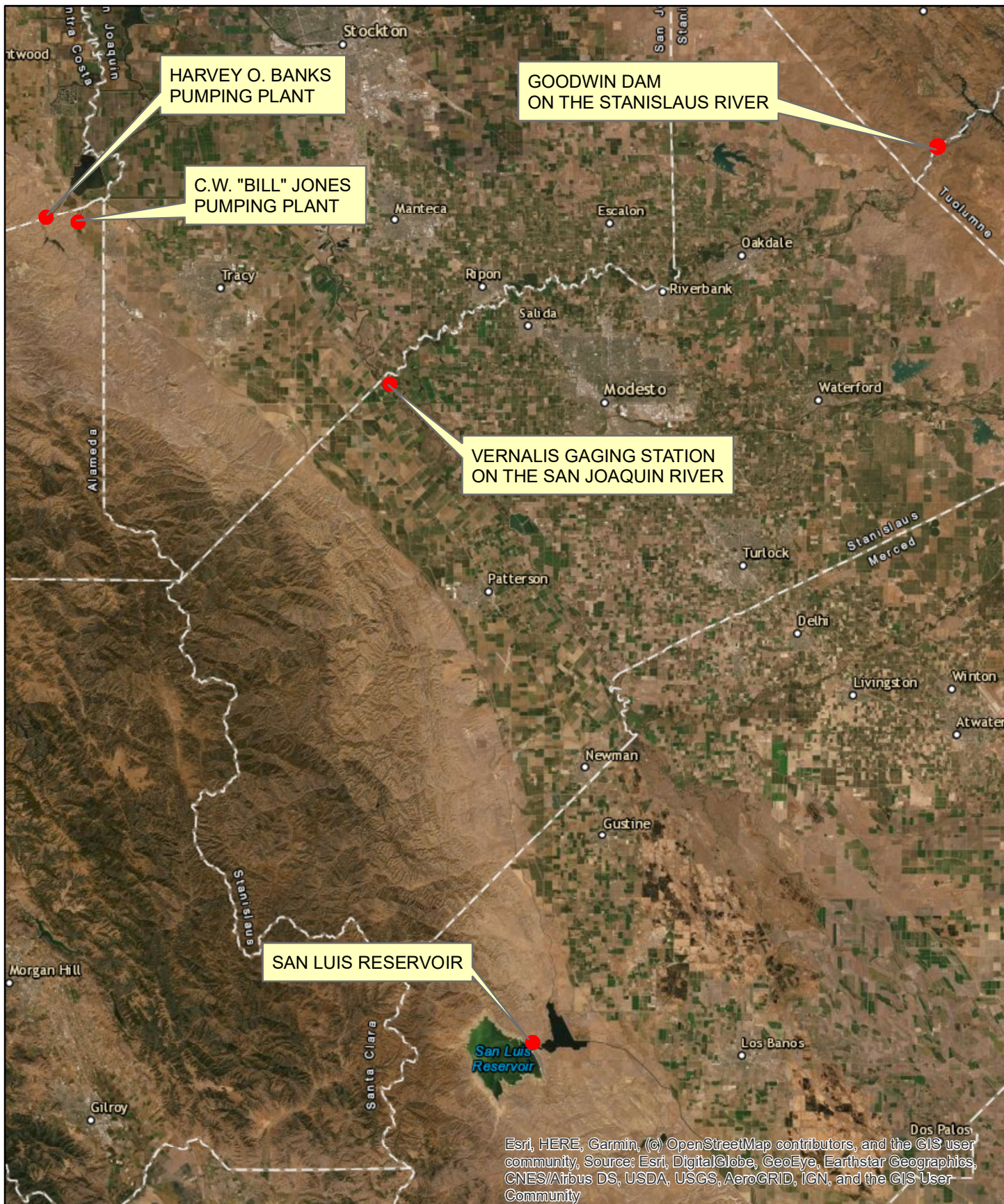
**Reasons Why Project is Exempt:** The project utilizes existing public facilities for the maintenance of flows to protect fish and wildlife resources. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steve Knell, P.E., General Manager  
OAKDALE IRRIGATION DISTRICT

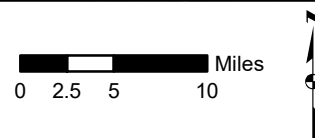
Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter M. Rietkerk, P.E., General Manager  
SOUTH SAN JOAQUIN IRRIGATION DISTRICT



DRAWN BY: ECS  
 CHECKED BY: SRK  
 DATE: 2/16/21  
 SHEET: 1 OF 1

**PROJECT SITE MAP**  
**OID & SSJD**  
**2021 SPRING PULSE FLOW RELEASE**





# BOARD AGENDA REPORT

Date: March 2, 2021  
Item Number: 15  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION ADOPTING THE 2020 AGRICULTURAL WATER MANAGEMENT PLAN**

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**RECOMMENDED ACTION:** Approve Resolution Adopting the 2020 Agricultural Water Management Plan

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**BACKGROUND AND/OR HISTORY:**

Oakdale Irrigation District's (OID) updated draft 2020 Agricultural Water Management Plan (AWMP or Plan) has been completed in accordance with the requirements of the Water Conservation Act of 2009 (SBx7-7) and the Water Management Planning Bill 1668 (AB 1668). This AWMP updates OID's previous 2015 AWMP. The draft Plan was posted on the Oakdale Irrigation District website and/or available for purchase at the OID office starting on February 2, 2021. In an effort to gain public feedback and pursuant to Section 6066 of the Government Code and Section 10821 of the California Water Code, notice to the public was provided in the newspaper on February 17<sup>th</sup> and February 24, 2021 and notification letters were sent to Cities and Counties within OID's water service area. Comments were invited to be made through the OID website, sent to the OID office or at the Public Hearing during this March 2, 2021 meeting. No comments were received prior to this meeting. Staff is now requesting that the Board take action to approve the resolution adopting the updated AWMP as currently drafted.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**

- Resolution 2021-NIL

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**Board Motion:**

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

**VOTE**

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

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

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 2021-NIL**

**RESOLUTION ADOPTING UPDATED  
AGRICULTURAL WATER MANAGEMENT PLAN**

**WHEREAS**, the Agricultural Water Management Planning Act (Act), codified in Section 10800 et seq. of the Water Code (CWC), requires all agricultural water suppliers providing water to 10,000 or more irrigated acres to update its Agricultural Water Management Plan on or before April 1, 2021, and thereafter on or before April 1 in years ending in six and one; and

**WHEREAS**, Oakdale Irrigation District (District) prepared an Agricultural Water Management Plan in accordance with the Act (AWMP or Plan) and has prepared an updated Plan in accordance with the requirements of Section 10826 of the CWC and the regulations implementing the Plan adopted by the Department of Water Resources (DWR's Regulations); and

**WHEREAS**, the District provided notice of the March 2, 2021 hearing in accordance with Government Code Section 6066 by published notice in the Oakdale Leader, a newspaper of general circulation for two consecutive weeks and notified the City of Oakdale and the Counties of Stanislaus and San Joaquin in accordance with CWC Section 10821, of the availability of the Plan and of the time and place of the public hearing to be held on the Plan at the March 2, 2021 meeting of the District's Board of Directors; and

**WHEREAS**, the District held a public hearing at the March 2, 2021 meeting of the District's Board of Directors and no public comments were made.

**NOW, THEREFORE BE IT RESOLVED**, that this Resolution supersedes any other previous resolution relating to the above subject matter.

**NOW, THEREFORE BE IT FURTHER RESOLVED AND ORDERED**, by the Board of Directors of the Oakdale Irrigation District as follows:

The 2020 update to the District's Agricultural Water Management Plan is hereby adopted and ordered filed with the District;

The District's Water Conservation Coordinator is hereby authorized and directed within 30 days to distribute copies of the Plan to the California Department of Water Resources and the other entities described in Section 10843 of the CWC and to cause the Plan to be posted on the District's website in accordance with Section 10844 of the CWC;

The General Manager is hereby authorized and directed to take appropriate action to implement the updated Plan in accordance with the Act and DWR's Regulations, as such may be modified from time to time;

Upon Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 2<sup>nd</sup> day of March 2021.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom Orvis  
President

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



# **DISCUSSION ITEMS**

## **BOARD MEETING OF March 2, 2021**

## DISCUSSION ITEM

Date:	March 2, 2021
Item Number:	16
APN:	N/A

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**SUBJECT: DISCUSSION / UPDATE FROM DANE WADLE WITH CALIFORNIA SPECIAL DISTRICTS ASSOCIATION**

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**BACKGROUND AND DISCUSSION:**

Dane Wadle with California Special Districts Association will provide the Board of Directors with an update.

**ATTACHMENTS:**

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**Board Comments:**





# **COMMUNICATIONS**

## **BOARD MEETING OF March 2, 2021**



# Oakdale Irrigation District Memorandum

**To: Steve Knell**  
**General Manager**

**From: Sharon Cisneros, CPA**  
**Chief Financial Officer**

**Date: February 22, 2021**

**Re: Results of Auction of Disposed Assets**

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At the Board meeting of January 19, 2021, the Board of Directors approved the disposal of seven assets that staff determined was no longer serviceable, no longer safe to operate, or too costly to continue to maintain and repair.

Below are the net revenue received for each of the items sold at auction on February 13, 2021.

<b>QTY</b>	<b>Description</b>	<b>Net Sales at Auction</b>
1	Dump truck (3 axle)	9,450.00
1	Truck w/ IR825 compressor	4,400.00
1	1/2 ton Pick up	2,904.00
1	3 axle truckw/lowboy trailer	115,200.00
1	Dump truck (2 axle)	4,752.00
1	75 gallon fuel cell	180.00
1	10 HP Gas Air Compressor	75.00
	Hauling Fee	(500.00)
	<b>Total Net Proceeds</b>	<b>136,461.00</b>

Per the District reserve policy, these net proceeds will be placed into the Vehicle and Equipment Replacement Reserve for future vehicle and equipment replacements.

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
DIVISION OF SAFETY OF DAMS

File Copy

## INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Rodden Lake Dam No. 62-3 County Stanislaus  
Type of Dam Earth Type of Spillway Open Channel  
Water is 6 feet Below spillway crest and 27.6 feet Below dam crest.

Weather Conditions Partly Cloudy and cool

Contacts Made Josh Loveall and Don Prichard with Oakdale Irrigation District

Reason for Inspection Periodic Maintenance Inspection

### Important Observations, Recommendations or Actions Taken

All maintenance items identified in the previous inspection report have been corrected. Dam is well maintained.

### Conclusions

From the known information and visual inspection, the dam, reservoir, and the appurtenances are judged safe for continued use.

### Observations and Comments

<u>Dam</u>	There were no visible signs of movement or stress with regards to the visible portion of the upstream face, crest, and downstream face. The upstream face was satisfactory in appearance. Cracks in the parapet wall, that were identified during the last inspection, have been sealed with Sikaflex. The crest was in satisfactory condition with no signs of rodents or erosion. The downstream erosion gullies observed during the previous inspection have been repaired. There were no signs of rodents. Bait stations have been placed throughout the crest and downstream face of the dam. No problems were observed during this inspection.
<u>Spillway</u>	There are two spillways for this dam. There is a high-level spillway at the right abutment and a concrete structure acting as a spillway and intake/outlet for the North Main canal along the right side of the dam. The approaches and downstream channels for both spillways were free of obstruction and satisfactory in appearance.
<u>Outlet</u>	This dam does not have a traditional outlet. Instead, the outlet is the intake/outlet structure. The owner cycled the system on 10/31/2019 for DSOD and operates the system throughout the year.
<u>Seepage</u>	There were no visible signs of seepage on the downstream face or groins. The two drain-pipes at the left toe were dry.
<u>Instr.</u>	There is no instrumentation for this dam, and none is judged necessary at this time.

*MJS* 2/1/2021

*PO* 2/1/2021

*mc* 2/1/2021

Photos taken? Yes x No       
cc for Owner/Book

Inspected by M. Sutliff  
Date of Inspection 01/20/2021  
Date of Report 01/21/2021

## INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Rodden Lake

Dam No. 62-3

Date of Inspection 01/20/2021



1. View of the spillway gates.



2. Looking across the downstream face from the left groin area.



# Oakdale Irrigation District Memorandum

To: Board of Directors

From: Steve Knell, P.E., General Manager

Date: February 17, 2021

Re: Parliamentary Meeting Procedure Training

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I attended a national webinar put on by Jurassic Parliament, a company that specializes in teaching the use of Robert's Rules of Order in managing public meetings for public agencies. There were 42 participants from across the country that participated. Snippets from the training I thought worth sharing with the Board include the following;

## Managing Behavior.

- Managing a meeting is about managing behavior at the meeting.
- No one may speak a second time until everyone who wishes to speak has spoken once.
- Raise your hand to be seen by the chair and wait until you are recognized by the chair by name or a nod before speaking.
- If you have not been recognized, you have a duty to remain silent.
- When a member has the floor, they have the right to speak uninterrupted.
- Members will kindly keep their remarks strictly to the topic under discussion.

## Role of the Chair

- Recommended chair exercise restraint by speaking and voting last and refraining from making motions.
- The chair controls the process so the group can make the decisions.
- The chair is the servant of the group, and the group is the final authority.
- All members have a duty to obey the chair.
  - "Duty" is a commitment to the principles of democracy.
  - If you disagree with the chair you can't argue back.

## Point of Order and Appeal

- When a member breaks a governance rule a member may make a POINT OF ORDER.
- Only a member can call a point of order.
- A point of order is the only permissible action that can interrupt a speaker if necessary.
- A point of order stops all discussion.

- The chair hears the point of order and what rule was violated and makes a ruling.
- When in doubt, the chair can ask the group to decide on the point of order being well-taken or not. There is no debate prior to the vote. The vote is final.
- The chair is not immune to members calling point of order on the chair.
- Any member can “appeal” the ruling of the chair, provided there is a second. Again, there is no debate and the vote outcome is final.
  - A chair that is non-responsive to the vote is subject to a motion and a second for removal as the chair.

#### Difficult Member

- Actions meriting sanctions of a member
  - Failing to offer courtesy and respect, using foul language.
  - Failing to observe the rules of discussion: interrupting others, speaking out of turn, speaking beyond established time limits.
  - Violating the confidentiality of executive session.
  - Failing to observe ethics guidelines
  - Taking actions outside the meeting that attempt to undermine the board decision.
- Define “undermine.”
  - The board minority may express their disagreement outside the meeting.
  - They may not take action intended to prevent the board’s decision from being carried out.
  - Board members who do this are subject to sanction, rightly so.
  - They are violating their duty to loyalty.

#### Sanctions

- The power of the group extends to the power to sanction
- It is best if the board rules include specific steps to be taken when the guidelines are broken.
  - If you have adopted Robert’s Rules, you have this process already.
- Sanctions include:
  - Verbal admonishment.
  - Letter of reprimand.
  - Motion of censure.
  - Removal from external or board committees.
  - Ordered to leave the meeting at which behavior occurs (cannot bar from future meetings).
- Involve your attorney in all of these areas.

I would recommend this webinar to all Directors should it become available again.