



# **AGENDA MATERIALS**

## **TRI-DAM PROJECT**



## **TRI-DAM POWER AUTHORITY**



## **BOARD MEETING**

**August 17, 2023**

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**REGULAR BOARD MEETING  
AGENDA  
TRI-DAM PROJECT  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
AUGUST 17, 2023  
9:00 A.M.**

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

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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 MONDAY, AUGUST 14, 2023 AT 9:00 A.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 72 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)).

**Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://ssjid.zoom.us/j/98120276218> or by telephone, by calling 1 (669) 900-6833, Meeting ID: 981-2027-6218, Password: 700546. All speakers commenting on Agenda Items are limited to five (5) minutes.**

**Members of the public may also submit public comments in advance by e-mailing [dbarney@ssjid.com](mailto:dbarney@ssjid.com) by 4:30 p.m., Wednesday, August 16, 2023.**

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) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn  
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

**PUBLIC COMMENT**

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## CONSENT CALENDAR

ITEMS 1 - 2

1. Approve the regular board meeting minutes of July 20, 2023.
  2. Approve the July statement of obligations.
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## ACTION CALENDAR

ITEMS 3 - 6

3. Discussion and possible action regarding District Distribution and Maintenance Fund transfer pursuant Tri-Dam Project Resolution #2013-01.
  4. Discussion and possible action to approve the United States Geological Survey (USGS) Streamgaging agreement for fiscal year 2023.
  5. Discussion and possible action to approve 2023 Annual FERC Administrative Fees.
  6. Discussion and possible action to authorize the General Manager to execute Professional Services Agreement with Land and Structure to prepare documents for Sonora office remodel.
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## COMMUNICATIONS

ITEMS 7 – 10

7. Staff reports as follows:
    - a. General Manager Report
    - b. Operations Report
    - c. Maintenance Report
    - d. Compliance Report
  8. Generation Report
  9. Fisheries studies on the Lower Stanislaus River
  10. Directors' Comments
- 

## CLOSED SESSION

ITEM 11

11. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code § 54956.9(d)(1)
  1. *Tri-Dam v. Scott Frazier*  
Eastern District of California No: 1:20-CV-00408-SKO
  2. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*  
County of Sacramento Superior Court  
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation  
Government Code § 54956.9(d)(2)  
One (1) case

- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation  
Government Code §54956.9(d)(4)
  
  - d. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Government Code § 54957(b)(1)  
Title: General Manager
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**ADJOURNMENT**

**ITEM 12**

- 12. Adjourn to the next regularly scheduled meeting

# BOARD AGENDA REPORT

Date: 8/17/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Project July 2023 Minutes

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**RECOMMENDED ACTION:** Review and possible approval of July 20, 2023 Minutes

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**BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Draft minutes attached.

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**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT  
MINUTES OF THE JOINT BOARD  
OF DIRECTORS REGULAR MEETING**

July 20, 2023  
Strawberry, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of Tri-Dam Project in Strawberry, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Orvis called the meeting to order at 9:00 a.m.

**OID DIRECTORS**

**SSJID DIRECTORS**

***DIRECTORS PRESENT:***

ED TOBIAS  
LINDA SANTOS  
TOM ORVIS  
BRAD DEBOER

JOHN HOLBROOK  
MIKE WESTSTEYN  
DAVID KAMPER  
DAVID ROOS  
GLENN SPYKSMA

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Vera Whittenburg, Finance Manager, Tri-Dam Project; Daniel Hogue, Interim Maintenance Supervisor, Tri-Dam Project; Brett Gordon, Interim Operations Supervisor, Tri-Dam Project; Justin Calbert, License Compliance, Tri-Dam Project; Mia Brown, Counsel, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID

**PUBLIC COMMENT**

No public comment.

**CONSENT CALENDAR**

- ITEM #1    Approve the regular board meeting minutes of June 15, 2023.**
- ITEM #2    Approve the January financial statements.**
- ITEM #3    Approve the June statement of obligations.**

Director Tobias moved to approve items one, two, and three as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES:, DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Roos

## **ACTION CALENDAR**

**ITEM #4 Discussion and possible action to approve selected 2023/2024 insurance policies. – This item will be hand carried.**

Summer Nicotero advised that Alliant is still quoting, but anticipates a 15% increase over 2022 and changes in terms. The Board will need to hold a special meeting or authorize the advisory committee for approval at the end of July.

Director Spyksma moved to authorize the General Manager to negotiate premiums and authorize the Advisory Committee to bind coverage before the end of July. Director DeBoer seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Roos

**ITEM #5 Discussion and possible action to authorize the General Manager to execute a legal services agreement with CalNeva Water Service.**

This item was tabled.

*Director Roos arrived at 9:11 a.m.*

**ITEM #6 Discussion and possible action regarding payment of the CalPERS Unfunded Accrued Liability Payment.**

Director Holbrook moved to approve the lump sum payment of CalPERS unfunded accrued liability for FY 2023/24 only. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Doornenbal

**ITEM #7 Discussion and possible action to approve relay testing proposal – Granger Engineering Services.**

Summer Nicotero presented the proposal explaining the need for sole source and that the pricing remains unchanged over the last three years during this inflation.

Director Weststeyn moved to approve as presented. Director DeBoer seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Doornenbal

**ITEM #8 Discussion and possible action to replace Beardsley & Tulloch CAISO meters.**

Summer Nicotero explained the function of these meters and the need to replace these meters and responded to Director questions.

Director Holbrook moved to approve as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Doornenbal

## COMMUNICATIONS

### ITEM #9 Staff Reports:

#### A. General Manager, Summer Nicotero

- Summer Nicotero provided introductions of interim management members Daniel Hogue, Brett Gordon and Justin Calbert and a brief summary of her report.

#### B. Interim Maintenance Supervisor, Daniel Hogue

- Daniel provided a summary and responded to Directors questions.

#### C. Interim Operations Supervisor, Brett Gordon

- Brett provided a summary and responded to Directors questions.

#### D. License Compliance Coordinator, Susan Larson & Interim Coordinator, Justin Calbert

- Susan Larson did not have anything to add to her report.

### ITEM #10 Generation Report

No report.

### ITEM #11 Fisheries Studies on the Lower Stanislaus River

No report.

### ITEM #18 Directors Comments

The Directors thanked staff that have stepped up to fill vacancies and thanked Susan Larson for her many years of service.

*President Orvis recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:12 a.m.*

*The Tri-Dam Project meeting resumed at 10:16 a.m. after the Tri-Dam Power Authority meeting adjourned.*

President Orvis announced before closed session that the following items would be discussed. The Board took a brief recess at 10:16 a.m. and convened to Closed Session at 10:30 a.m.

### ITEM #17 Closed Session

#### 17. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code § 54956.9(d)(1)

1. *Lee Tyler et al. v. Oakdale Irrigation; et al.*  
Calaveras Superior Court Case No. 17CV42319



2. *Tri-Dam v. Scott Frazier*  
Eastern District of California No: 1:20-CV-00408-SKO
3. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*  
County of Sacramento Superior Court  
Case No. JCCP 5013

- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation  
Government Code § 54956.9(d)(2)  
One (1) case

At the hour of 11:33 a.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

### ***ADJOURNMENT***

President Orvis adjourned the meeting at 11:34 a.m.

The next regular board meeting is scheduled for August 17, 2023, at the offices of South San Joaquin Irrigation District beginning at 9:00 a.m.

ATTEST:

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Summer Nicotero, Secretary  
Tri-Dam Project

# BOARD AGENDA REPORT

Date: 8/17/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Project July Statement of Obligations

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**RECOMMENDED ACTION:** Recommend Approval of July Statement of Obligations

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**BACKGROUND AND/OR HISTORY:**

Submitted for approval is the July Statement of Obligations for Tri-Dam Project.

**FISCAL IMPACT:** See Attachments

**ATTACHMENTS:** Tri-Dam Project Statement of Obligations

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**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

# Tri-Dam Project

## Statement of Obligations

Period Covered

**July 1, 2023 to July 31, 2023**

**TRI-DAM PROJECT  
STATEMENT OF OBLIGATIONS**

**Period Covered  
July 1, 2023 to July 31, 2023**

<b>One-Half Oakdale Irrigation District</b>	<b>\$ 405,764.63</b>
<b>One-Half South San Joaquin Irrigation District</b>	<b>\$ 405,764.64</b>
<b>Total Obligations</b>	<b><u>\$ 811,529.27</u></b>

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis

\_\_\_\_\_  
John Holbrook

\_\_\_\_\_  
Ed Tobias

\_\_\_\_\_  
Dave Kamper

\_\_\_\_\_  
Linda Santos

\_\_\_\_\_  
David Roos

\_\_\_\_\_  
Herman Doornenbal

\_\_\_\_\_  
Glenn Spyksma

\_\_\_\_\_  
Brad DeBoer

\_\_\_\_\_  
Mike Weststeyn

Each of the undersigned certifies that he is President or Secretary of his respective District;  
That the amounts designated above have been properly incurred as an obligation of the Tri-Dam Project; that  
checks for payment of said amounts have been drawn on a Tri-Dam Project account at Oak Valley Community  
Bank, Sonora, California.

**OAKDALE IRRIGATION DISTRICT  
PRESIDENT,**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
PRESIDENT,**

\_\_\_\_\_  
Thomas D. Orvis

\_\_\_\_\_  
Mike Weststeyn

**SECRETARY,**

**SECRETARY,**

\_\_\_\_\_  
Scot A. Moody

Date

\_\_\_\_\_  
Peter M. Rietkerk

Date

# Tri Dam Project Statement of Obligations

**Period Covered**  
**From To**  
**July 1, 2023 to July 31, 2023**

	<u>No. Chks.</u>	<u>Amount</u>
<b><u>Vendor Check Register Report</u></b> (Please see attached Check Listing)	90	\$596,105.91

**Payrolls - Net Charges**

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>	
6-Jul-23	Payroll	\$ 103,669.27	
20-Jul-23	Payroll	\$ 111,754.09	
Total Net Payroll		\$ 215,423.36	\$ 215,423.36

<b>Total Disbursements for the Period</b>	<b>\$811,529.27</b>
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<b>Distribution Between Districts ~</b>	
Oakdale Irrigation District	\$ 405,764.63
South San Joaquin Irrigation District	\$ 405,764.64

<b>Total Districts</b>	<b>\$ 811,529.27</b>
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# Project

## July Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
130105	11259	Brian Anderson	07/03/2023	EE boot reimbursement	400.00
130106	10184	Clark Pest Control - Pest	07/03/2023		342.00
130107	10245	Doherty Tire of Sonora Inc.	07/03/2023		50.00
130108	10250	Downey Brand Attorneys LLP.	07/03/2023	Tulloch Litigation	4,512.50
130109	10333	Grainger Inc. W. W.	07/03/2023		315.02
130110	10439	McMaster-Carr Supply Co.	07/03/2023		60.85
130111	11011	Pacific Gas & Electric	07/03/2023	Utilities	3,113.77
130112	10514	Pacific Gas & Electric Co.	07/03/2023	Utilities	6,534.13
130113	11160	Pape Machinery	07/03/2023		52.42
130114	11470	Pitney Bowes Inc.	07/03/2023		117.23
130115	11461	SGS North America OCM	07/03/2023		40.31
130116	10618	Sierra Motors	07/03/2023		295.89
130117	10632	Slakey Brothers Inc.	07/03/2023		559.85
130118	10933	Smile Business Products	07/03/2023		236.17
130119	10666	Star Microwave Service Corp.	07/03/2023		355.08
130120	10749	UPS	07/03/2023		14.70
130121	10183	Cal PERS S457 Plan	07/06/2023	EE Retirement Plan	1,743.41
130122	10815	Cal PERS System	07/06/2023	EE/ER Retirement Plan	19,865.29
130123	10811	IBEW	07/06/2023	EE Union Dues	1,254.99
130124	10812	Nationwide Retirement Solution	07/06/2023	EE Retirement Plan	3,252.72
130125	10931	360Training.com, Inc.	07/10/2023	Staff Safety Training	9,504.00
130126	11418	ABC Supply Co. Inc.	07/10/2023		44.78
130127	11455	Accu-Tech	07/10/2023	Fiber - Tulloch	1,704.96
130128	11475	Alley Tree & Landscape	07/10/2023	May/June Maintenance - Tulloch Day Use	6,400.00
130129	10068	AT&T Corp - Data Link	07/10/2023		313.34
130130	11086	Benefit Resource, LLC	07/10/2023		150.00
130131	11459	C & R Royal SVC, Inc.	07/10/2023		862.51
130132	11333	C.J. Brown & Company, CPAs	07/10/2023	Audit Services	1,928.00
130133	10227	Del Oro Water Co. Inc.	07/10/2023		542.32
130134	10319	General Plumbing Supply Co Inc.	07/10/2023		261.97
130135	10333	Grainger Inc. W. W.	07/10/2023	Fuel transfer pump, coil power relay	1,795.28
130136	10938	Great America Financial Svcs.	07/10/2023		290.46
130137	11049	Hunt & Sons, Inc.	07/10/2023		350.36
130138	10872	Kelly-Moore Paint Company, Inc.	07/10/2023		191.94
130139	10879	Lowe's	07/10/2023	Misc repairs, supplies to move gen. out of equip bldg, GM house	1,375.28
130140	10500	OID ~ Routine	07/10/2023	Admin / Finance Services	2,969.80
130141	11343	Tim O'Laughlin, PLC	07/10/2023	Legal Fees	4,535.00
130142	10513	Pacific Gas & Elec - Non Util	07/10/2023		168.28
130143	10535	Pitney Bowes GFS LLC	07/10/2023		237.96
130144	11414	Provost & Pritchard	07/10/2023	Ph 2 Hydraulic Data, Consulting & Modeling - Tulloch Spillway	22,407.02
130145	11476	RS Americas Inc.	07/10/2023		773.21
130146	11005	Sonora Lumber Company	07/10/2023		238.45
130147	11473	Staples	07/10/2023		558.21
130148	10749	UPS	07/10/2023		11.51
130149	11258	Verizon	07/10/2023		312.75
130150	10778	Watermark Engineering Inc.	07/10/2023	Streamgaging	6,250.00
130151	10804	Worthington Products Inc.	07/10/2023	Log Booms	18,312.69
130152	10044	American Valley Waste Oil Inc.	07/17/2023		325.00
130153	10866	AT&T Teleconference Services	07/17/2023		12.37
130154	11477	Brian & Jennifer Bowman	07/17/2023	Tulloch Performance Deposit Refund	3,000.00
130155	10154	Calaveras Telephone Co.	07/17/2023		226.29
130156	10986	Cal-Waste Recovery Systems, LLC	07/17/2023		29.37
130157	10935	Data Path, Inc.	07/17/2023	Network Support	5,122.56
130158	11479	Digital Deployment, Inc.	07/17/2023	New website development	1,500.00
130159	10245	Doherty Tire of Sonora Inc.	07/17/2023	Steer & Drive Tires - Dump Truck 17-1D	5,930.20

130160	11048	Fastenal (Vending)	07/17/2023		203.15
130161	10294	FISHBIO Environmental LLC	07/17/2023	Fish Studies	95,956.21
130162	10319	General Plumbing Supply Co Inc.	07/17/2023		121.01
130163	10320	General Supply Co.	07/17/2023	supplies - Black Creek pipe room & stilling well, equip bldg, GM house	2,846.58
130164	10333	Grainger Inc. W. W.	07/17/2023		371.64
130165	11049	Hunt & Sons, Inc.	07/17/2023	Fuel	5,536.19
130166	11481	Husqvarna	07/17/2023	Chainsaw 395XP	2,084.92
130167	10395	J.M. Equipment Co. Inc.	07/17/2023		247.31
130168	10399	JS West Propane Gas	07/17/2023		40.32
130169	11430	Landrum, Inc.	07/17/2023	Cyber Locks/Keys	9,062.82
130170	11038	Martinez Catering	07/17/2023		552.24
130171	10439	McMaster-Carr Supply Co.	07/17/2023		592.20
130172	11353	Nates Saw and Mower, LLC	07/17/2023		107.23
130173	10168	Petty Cash	07/17/2023		84.42
130174	10536	Pitney Bowes Purchase Power Inc.	07/17/2023		402.50
130175	10982	RJ Thomas Mfg. Co., Inc.	07/17/2023	Steel trash receptacles & liners - Tulloch Day Use	2,327.04
130176	11005	Sonora Lumber Company	07/17/2023	GM house siding & paint supplies, misc materials	1,304.41
130177	11482	Stockton Fence & Material Co.	07/17/2023	Tulloch Day Use	1,031.00
130178	10718	Tractor Supply Credit Plan	07/17/2023		376.82
130179	10776	Waste Mgmt of Cal Sierra Inc.	07/17/2023		428.73
130180	11365	West Coast Energy Systems LLC	07/17/2023	Hoses, gov. actuator, assy signal conditioner	1,083.94
130181	10813	ACWA Joint Powers Insurance Authority	07/20/2023	Health Benefits	54,637.13
130182	10183	Cal PERS S457 Plan	07/20/2023	EE Retirement Plan	1,743.41
130183	10815	Cal PERS System	07/20/2023	EE/ER Retirement Plan	19,759.10
130184	10811	IBEW	07/20/2023	EE Union Dues	1,254.99
130185	10812	Nationwide Retirement Solution	07/20/2023	EE Retirement Plan	3,253.32
130186	10663	Standard Insurance Co.	07/20/2023	STD/LTD Insurance	1,256.29
130187	11413	Alliant Insurance Services Inc.	07/27/2023	Insurance	204,824.18
130188	11452	Archer Energy Solutions, LLC	07/27/2023	Cyber Security Consultant	8,840.00
130189	10068	AT&T Corp - Data Link	07/27/2023		276.84
130190	11121	MSDSonline, Inc.	07/27/2023	Annual subscription	3,399.00
130191	10892	Siemens Industry, Inc.	07/27/2023	Support Services	6,069.00
130192	11473	Staples	07/27/2023		505.74
130193	11486	Jane Ullrich	07/27/2023	Tulloch Performance Deposit Refund	3,000.00
20230004	11435	VISA	07/10/2023	Travel, truck deposit, buoys, safety supplies, misc supplies, fuel, roof insp.	20,774.03

Report Total: \$ 596,105.91

# BOARD AGENDA REPORT

Date: August 17, 2023  
Staff: Sharon Cisneros

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**SUBJECT: Review and Take Possible Action to Approve the Tri-Dam Project Semi-Annual Distribution**

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**RECOMMENDED ACTION:** Adopt Resolution TDP 2023-08 approving the Semi-Annual Distribution to Oakdale Irrigation District and South San Joaquin Irrigation District.

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**BACKGROUND AND/OR HISTORY:**

At the Tri-Dam Project Joint Board of Directors meeting held on February 17, 2022, the Joint Board adopted Tri-Dam Project Resolution 2022-04, to revise the Reserve fund requirements by combining the reserve funds into one account and setting the fully funded amount at \$15 million. Resolution 2022-04 further provided that semi-annually, in January and July, available funds will first be used to replenish the Reserve Fund in an amount equal to the lesser of \$750,000, or the amount which will bring the total reserves to \$15 million.

After the required reserve allocation, a Distribution is made to the Districts from all remaining available funds in equal shares. Available funds were defined as all cash and investments held by Tri-Dam, less Reserve funds plus day-to-day operating cash requirements of \$2.0 million.

Tri-Dam Project currently holds \$15,181,706 in reserve funds. No transfers are required at this time to comply with the policy.

The remaining available funds as calculated on the attached Tri-Dam Project Distribution Worksheet total \$15,980,000 which after rounding results in a distribution to each District of \$7,990,000.

**FISCAL IMPACT:** \$15,980,000

**ATTACHMENTS:** Tri-Dam Project Distribution Worksheet  
Tri-Dam Project Resolution TDP 2023-08

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**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)





## Tri-Dam Project

### August 2023 Distribution

	<b>August '23 Distribution 6/30/2023</b>	<b>January '23 Distribution 12/31/2022</b>
<b>Cash and Investments</b>		
Cash in Bank (OVCB)	17,980,000	11,137,874
Reserves (market value)	15,181,000	14,623,045
Total Cash & Investments	33,161,000	25,760,919
<b>Less:</b>		
Reserves (market value)	(15,181,000)	(14,623,045)
Day-to-Day Operating Cash	(2,000,000)	(2,000,000)
	(17,181,000)	(16,623,045)
<b>Available Funds</b>	15,980,000	9,137,874
Less Repayment to Reserve	-	(376,955)
Total District Distribution	15,980,000	8,760,919
<b>Distribution per District (rounded)</b>	<b>7,990,000</b>	<b>4,380,000</b>

#### Total Cash Distributions - Project

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	32,773,000	21,119,000	18,252,000	25,142,000	10,958,000	19,700,000
<b>Total Distributions - Authority</b>	1,384,000	7,383,000	4,868,000	6,439,000	2,504,000	800,000
<b>Combined Distributions</b>	34,157,000	28,502,000	23,120,000	31,581,000	13,462,000	20,500,000

	<u>6/30/2023</u>	<u>Transfer</u>	<u>Reserve Balance after Transfer</u>
<b>Reserves</b>			
Project	\$ 15,181,000		\$ 15,181,000

**TRI-DAM PROJECT  
RESOLUTION NO. TDP 2023-08  
RESOLUTION AUTHORIZING SEMI-ANNUAL  
FUND DISTRIBUTIONS**

**BE IT RESOLVED**, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District (“Joint Boards” and “Districts”) meeting as the Joint Boards of Directors of the Tri-Dam Project (Project) adopt this Resolution.

**WHEREAS**, the Joint Boards have adopted Tri-Dam Project Resolution 2022-04, dated February 17, 2022 rescinding and superseding all previous resolutions and,

**WHEREAS**, the Joint Boards have received and reviewed written information pertaining to the amount of current financial reserves of Tri-Dam Project and,

**WHEREAS**, the Joint Boards finds that the requirements of Resolution 2022-04 have been met and,

**WHEREAS**, the Joint Boards finds that funds are being held by Tri-Dam Project that are in excess of the Project’s current and near-term business needs and,

**WHEREAS**, the Joint Boards finds that such excess funds may be more beneficially applied to District needs and requirements.

**NOW THEREFORE**, the Joint Boards of Directors hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. Determines that funds in the total amount of \$15,980,000 are available for distribution to the Districts;
3. Directs that such distribution shall be made no later than August 31, 2023.
4. Directs the Tri-Dam Project General Manager and Interim Finance Manager to make such distribution, one-half (\$7,990,000) to each District, in a time and manner as is reasonably practical pursuant to the terms of this Resolution.

**PASSED AND ADOPTED** by the Joint Board of Directors of the OAKDALE IRRIGATION DISTRICT and of the SOUTH SAN JOAQUIN IRRIGATION DISTRICT for the TRI-DAM PROJECT this 17th day of August, 2023, by the following vote:

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

**AYES:**

**NOES:**

**ABSENT:**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

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Tom D. Orvis, President

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Mike Weststeyn, President

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Scot A. Moody, Secretary

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Peter M. Rietkerk, Secretary

# BOARD AGENDA REPORT

Date: 8/17/2023  
Staff: Summer Nicotero

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**SUBJECT: USGS Fiscal Year 2024 Streamgaging Agreement**

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**RECOMMENDED ACTION:** Discussion and possible action to approve the United States Geological Survey (USGS) Streamgaging Agreement for FY2024.

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

Under Article 8 of the Beardsley/Donnells and Tulloch FERC licenses, Tri-Dam has the requirement to install and maintain gages and streamgaging stations for the purpose of determining the stage and flow of the streams on which the project is located, the amount of water held in and withdrawn from storage, and the effective head on the turbines. The installation of gages, the rating of said streams, and the determination of flow, shall be under the supervision of the District Engineer of the USGS, and the Licensee shall advance to the USGS the amount of funds estimated to be necessary for such supervision, or cooperation for such periods as may mutually be agreed upon. These fees are for reservoir, river and stream level monitoring, as well as the end of year full-record review of all data.

In FY23, funds to USGS for these services was in the amount of \$59,840. This rate will increase in FY24 to \$60,470.

The Authority portion is \$6,750 and is not included for Board approval as it's within the General Managers approval.

**FISCAL IMPACT:** Budgeted \$70,082                  GL 1-1-01-96-59645  
                         Budgeted \$6,500                                  GL 2-1-05-96-59650

**ATTACHMENTS:** USGS Joint Funding Agreement  
                         USGS Funding Summary \$60,470

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## **Board Motion:**

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

## **VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



**United States Department of the Interior**

U.S. GEOLOGICAL SURVEY  
California Water Science Center  
6000 J Street, Placer Hall  
California State University  
Sacramento, California 95819-6129  
Phone: (916) 278-3000 Fax: (916) 278-3070  
<https://ca.water.usgs.gov>

July 25, 2023

Summer Nicotero, General Manager  
Tri-Dam Project of the Oakdale and South San Joaquin  
Irrigation District  
Post Office Box 1158  
Pinecrest, California 95364

Re: Streamgaging Program for FERC Licenses 2005, 2067, and 2975

Dear Summer Nicotero:

This letter of acceptance serves as an agreement between the Tri-Dam Project of the Oakdale and South San Joaquin Irrigation District and the U.S. Geological Survey (USGS). Upon receipt of this signed letter of acceptance by the USGS, a bill will be prepared in advance for operation costs from October 1, 2023 through September 30, 2024 for the streamgages listed in Table 1 beginning on page 3.

Federal Energy Regulatory Commission Project Nos. 2005, 2067, and 2975 provide authority for this gaging activity. The total costs for operation of this program will be \$60,470.

The USGS appreciates that Tri-Dam is willing to help support these streamgages. The results of USGS's work under this agreement will be available for publication by USGS and use in related work.

The USGS requests that your finalized 2024 water year records be furnished to the USGS by December 15, 2024. Your prompt attention to this request will ensure that your records will be incorporated in to the Review/Approval process by USGS personnel as quickly as possible.

Enclosed is an original of this letter with an acceptance line for the Licensee below the USGS signature. If you are in agreement with this proposed program, please return the fully executed electronically signed copy to CAgageADMIN@usgs.gov (preferred) or send one fully executed paper copy to the address in the letter head.

**Customer Number:** 3000002080

**Customer TIN:** 94-6032551

Summer Nicotero, **General Manager, Tri-Dam Project**

**Agreement Number:** 24ZGFERC0400013

**USGS DUNS #:** 1761-38857

**USGS Authority:** 43 USC 50 and 43 USC 50b

**Fixed Cost Agreement:** Yes

The USGS is pleased to perform this work for the Tri-Dam Project. The agreement will terminate on September 30, 2024 but may be amended at any time by mutual consent of the parties. Any party may cancel or terminate this agreement by providing 60 days written notice to the other party. When an accepted agreement is terminated, the USGS shall be authorized to collect costs incurred prior to the termination of the agreement plus any termination costs.

If you have any questions concerning this program please contact Travis Hiett, Sacramento Field Office Chief, at (916) 801-9329 or [trhiett@usgs.gov](mailto:trhiett@usgs.gov). If you have any administrative questions please contact Cade Castro at [ccastro@usgs.gov](mailto:ccastro@usgs.gov).

DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY

By:

**ANKE MUELLER-SOLGER** Digitally signed by ANKE MUELLER-SOLGER  
Date: 2023.07.26 17:39:40 -07'00'

Anke Mueller-Solger, Director  
USGS California Water Science Center

Date: 7-26-2023

Tri-Dam Project of the Oakdale and South San Joaquin Irrigation District

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

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

cc: Al Caldwell, USGS CAWSC

Paul Honeywell, USGS CAWSC

**Tri-Dam Project of the Oakdale & South San Joaquin Irrigation District**  
Attachment for 24ZGFERC0400013  
2023-10-01 to 2024-09-30

SURFACE WATER							
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. OTHER CASH FUNDS	TOTAL COST
11292600	DONNELL LK NR DARDANELLE CA Storage, Continuous	STORCONT	1	1		\$9,200	
				<b>SW Total:</b>			<b>\$9,200</b>
11292610	DONNELL PH NR STRAWBERRY CA Powerhouse record	QFURN-PH	1	1		\$560	
				<b>SW Total:</b>			<b>\$560</b>
11292615	MF STANISLAUS R LOW FLOW REL BL DONNELL LAKE AVM quality assurance check-review	QFURN-AVM	1	1		\$1,500	
				<b>SW Total:</b>			<b>\$1,500</b>
11292700	MF STANISLAUS R A HELLS HALF ACRE BRIDGE CA Streamflow, Full Record Review	QFURN	1	1		\$6,190	
				<b>SW Total:</b>			<b>\$6,190</b>
11292800	BEARDSLEY LAKE NEAR STRAWBERRY CA Storage, Continuous	STORCONT	1	1		\$9,200	
				<b>SW Total:</b>			<b>\$9,200</b>
11292820	BEARDSLEY PH NR STRAWBERRY CA Powerhouse record	QFURN-PH	1	1		\$560	
				<b>SW Total:</b>			<b>\$560</b>
11292860	JW SOUTHERN PP A SND BAR DIV DAM NR LNG BRN CA Powerhouse record	QFURN-PH	1	1		\$560	
				<b>SW Total:</b>			<b>\$560</b>
11292900	MF STANISLAUS R BL BEARDSLEY DAM CA Streamflow, Full Record Review	QFURN	1	1		\$6,190	
				<b>SW Total:</b>			<b>\$6,190</b>
11299995	TULLOCH RES NR KNIGHTS FERRY CA Storage, Continuous	STORCONT	1	1		\$9,200	
				<b>SW Total:</b>			<b>\$9,200</b>
11299996	TULLOCH PH NR KNIGHTS FERRY CA Powerhouse record	QFURN-PH	1	1		\$560	
				<b>SW Total:</b>			<b>\$560</b>
11300500	S SAN JOAQUIN CN NR KNIGHTS FERRY CA Canal Record	QFURN-canal	1	1		\$5,280	
				<b>SW Total:</b>			<b>\$5,280</b>
11301000	OAKDALE CN NR KNIGHTS FERRY CA Canal Record	QFURN-canal	1	1		\$5,280	
				<b>SW Total:</b>			<b>\$5,280</b>
11302000	STANISLAUS R BL GOODWIN DAM NR KNIGHTS FERRY CA Streamflow, Full Record Review	QFURN	1	1		\$6,190	
				<b>SW Total:</b>			<b>\$6,190</b>
<b>SW Grand Total:</b>						<b>\$60,470</b>	<b>\$60,470</b>

SUMMARY FOR				
TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)		\$60,470		\$60,470

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GRAND TOTAL

\$60,470



# BOARD AGENDA REPORT

Date: 8/17/2023  
Staff: Summer Nicotero

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**SUBJECT: FERC Annual Administrative Fees**

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**RECOMMENDED ACTION:** Approve the FERC annual administrative charges for 2023

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**BACKGROUND AND/OR HISTORY:**

Article 201 of the Tri-Dam FERC licenses states that the Commission collects annual charges from licensees for administration of the Federal Power Act. These fees are separate from the land use fees that are also required to be paid to FERC for use of government lands. The administration fees are based on installed capacity of the generating units, in addition to other administrative charges. The 2023 invoice has decreased \$35,706.16 over the prior year.

	<b>2022</b>	<b>2023</b>
Tulloch	\$ 24,892.98	\$ 18,762.71
Beardsley/Donnells	<u>\$120,097.78</u>	<u>\$ 90,521.89</u>
	\$144,990.76	\$109,284.60

**FISCAL IMPACT:** Budgeted \$248,000      GL 1-1-04-96-59620

**ATTACHMENTS:** FERC Invoice \$109,284.60

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**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



## FEDERAL ENERGY REGULATORY COMMISSION

### HYDROPOWER ANNUAL CHARGES SUMMARY OF BILLS FOR ADMINISTRATIVE CHARGES FOR BILL YEAR 2023

Payment must be received by: 09/08/2023

Company ID: 013937

OAKDALE/S.SAN JOAQUIN IRR. DIST.  
c/o TRI DAM PROJECT  
Rick Dodge  
P.O.BOX 1158  
PINECREST, CA 95364

Bill Number	Project-id	Amount Due	PLEASE INDICATE AMOUNT PAID
H23107-00	02005	90,521.89	_____
H23121-00	02067	18,762.71	_____
<b>TOTAL AMOUNT DUE</b>		<b>\$ 109,284.60</b>	

Please indicate amount paid by project/bill by completing the last column entitled AMOUNT PAID. The total AMOUNT PAID should equal the total of the check(s) being submitted.

**RETURN THIS COMPLETED FORM WITH REMITTANCE(S) TO:**

Federal Energy Regulatory Commission  
P.O. Box 979010  
St. Louis, MO 63197-9000



## FEDERAL ENERGY REGULATORY COMMISSION

STATEMENT OF ANNUAL CHARGES FOR  
ADMINISTRATION, GOVERNMENT DAMS AND INDIAN LANDS  
FOR BILL YEAR 2023

PAYMENT MUST BE RECEIVED BY: 09/08/2023		DATE OF STATEMENT: 07/25/2023	
BILL NO: H23107-00		PROJECT NO: 02005	
OAKDALE/S.SAN JOAQUIN IRR. DIST.  c/o TRI DAM PROJECT Rick Dodge P.O.BOX 1158 PINECREST, CA 95364		PROJ. LOCATION: TUOLUMNE, CA  AUTHORIZED KW: 82,500 HP-CAPACITY: 82,500 KWH GEN: 0 KWH PMP: 0	
LIC. EFFECTIVE: 01/01/2006	LIC. ISSUED: 02/21/1955	LIC. TYPE: Conventional	
FERC ADMINISTRATIVE CHARGES (FY 2023)		AMOUNT DUE	FERC USE
1. ADMINISTRATIVE CHARGE			
Conventional	82,500 KW	\$99,604.73	
2. FIXED CHARGE			
	0.00	\$0.00	
ADJUSTMENT OF FERC ADMINISTRATIVE CHARGE (FY22)		(\$17,302.56)	
OTHER FEDERAL AGENCIES ADMINISTRATIVE CHARGE (FY22)		\$8,219.72	
GOVERNMENT DAM CHARGE (FY22)		\$0.00	
OFFICE OF PUBLIC PARTICIPATION CHARGE (FY22)		\$0.00	
<b>SUBTOTAL:</b>		<b>\$90,521.89</b>	
CREDIT ADJUSTMENT FOR FERC ADMINISTRATIVE CHARGES		\$0.00	
CREDIT ADJUSTMENT FOR OTHER FEDERAL AGENCIES CHARGE		\$0.00	
CREDIT ADJUSTMENT FOR GOVERNMENT DAM CHARGE		\$0.00	
CREDIT ADJUSTMENT FOR OFFICE OF PUBLIC PARTICIPATION CHARGE		\$0.00	
<b>TOTAL CHARGE DUE:</b>		<b>\$90,521.89</b>	
<b>REMARKS:</b>			



## FEDERAL ENERGY REGULATORY COMMISSION

STATEMENT OF ANNUAL CHARGES FOR  
ADMINISTRATION, GOVERNMENT DAMS AND INDIAN LANDS  
FOR BILL YEAR 2023

PAYMENT MUST BE RECEIVED BY: 09/08/2023		DATE OF STATEMENT: 07/25/2023	
BILL NO: H23121-00		PROJECT NO: 02067	
OAKDALE/S.SAN JOAQUIN IRR. DIST.		PROJ. LOCATION: CALAVERAS, CA	
c/o TRI DAM PROJECT Rick Dodge P.O.BOX 1158 PINECREST, CA 95364		AUTHORIZED KW: 17,100 HP-CAPACITY: 17,100 KWH GEN: 0 KWH PMP: 0	
LIC. EFFECTIVE: 02/01/2006	LIC. ISSUED: 04/01/1955	LIC. TYPE: Conventional	
FERC ADMINISTRATIVE CHARGES (FY 2023)		AMOUNT DUE	FERC USE
1. ADMINISTRATIVE CHARGE			
Conventional	17,100 KW	\$20,645.34	
2. FIXED CHARGE		0.00	
ADJUSTMENT OF FERC ADMINISTRATIVE CHARGE (FY22)		(\$3,586.35)	
OTHER FEDERAL AGENCIES ADMINISTRATIVE CHARGE (FY22)		\$1,703.72	
GOVERNMENT DAM CHARGE (FY22)		\$0.00	
OFFICE OF PUBLIC PARTICIPATION CHARGE (FY22)		\$0.00	
<b>SUBTOTAL:</b>		<b>\$18,762.71</b>	
CREDIT ADJUSTMENT FOR FERC ADMINISTRATIVE CHARGES		\$0.00	
CREDIT ADJUSTMENT FOR OTHER FEDERAL AGENCIES CHARGE		\$0.00	
CREDIT ADJUSTMENT FOR GOVERNMENT DAM CHARGE		\$0.00	
CREDIT ADJUSTMENT FOR OFFICE OF PUBLIC PARTICIPATION CHARGE		\$0.00	
<b>TOTAL CHARGE DUE:</b>		<b>\$18,762.71</b>	
<b>REMARKS:</b>			

# BOARD AGENDA REPORT

Date: August 17, 2023  
Staff: Summer Nicotero

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**SUBJECT:** Sonora Office Space Construction Documentation Support

---

**RECOMMENDED ACTION:** Authorize General Manager to Execute Agreement with Land and Structure to Prepare Documents for Sonora Office Remodel

---

**BACKGROUND AND/OR HISTORY:**

The Project has contracted with Land Design Architects (LDA) to prepare plans for the new office space in Sonora, as previously authorized by the Board. Phases 2 and 3 of this project have not yet been authorized by the board. The attached proposal details the additional work that will be required to prepare the remodel for public bid.

This process is estimated to take approximately 8-10 months in order to be ready for permitting and construction bidding.

**FISCAL IMPACT:** Capital Budget Adjustment Not to Exceed \$125,000

**ATTACHMENTS:** Contract for Services, Land and Structure Proposal

---

**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



## Tridam Project, Sonora office remodel Construction Documentation Proposal

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**Date:** July 19<sup>th</sup>, 2023

**To:** Ms. Summer Nicotero  
General Manager  
Tridam Project

**Project:** Sonora office remodel

**Location:** Sonora, Ca.

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**Submitted by:** Land and Structure - Engineering, Survey and Design

**Contact:** Reuben Chirnside  
Project Manager

**Address:** 105 South Stewart St  
Sonora, CA. 95370

**Phone:** (209) 532 5173

**Fax:** (209) 532 5220

**Email:** [reuben@landstruc.com](mailto:reuben@landstruc.com)

---

**Submitted to:** Ms. Summer Nicotero  
snicotero@tridamproject.com

**CC:** None

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## Project Understanding

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The Tridam Project has purchased the old Bank of America building located at 14830 Mono Way in Sonora, California. The existing building is approximately 6700 sq ft and has fully functioning electrical, mechanical and plumbing systems, parking lot and landscape. The banking fixtures have been removed from the interior.

The proposed project will a remodel of the interior finished, some relatively minor interior wall additions to create a conference room, break room, secure entry foyer, and separate operations area. The bathrooms will also require some modification. There will be modification to the mechanical, electrical, plumbing and fire protection systems associated with the new partition walls. Interior finishes such as flooring, paint, cabinetry, fittings and fixture will be redone. Minimal changes to the exterior will be required but may include the removal of the roof over the drive-thru, new exterior signage, and possibly an outdoor employee break area. Code upgrades associated with building accessibility have not been assessed but will be a requirement.

The building will remain a 'B' (business) occupancy from a building code point of view.

Plans and documentation will be produced to a standard typically accepted for permit review by Tuolumne County. Documentation will be required for a public bid, including written specifications.

The proposed project schedule includes design and permitting during 2023 and early 2024 and construction starting in Summer of 2024.

---

## Scope of Work

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Land & Structure would provide the following services:

### **Planning Phase**

1. Prepare plans for the existing building including floor plan, exterior elevations, existing mechanical, electrical and plumbing (MEP), reflected ceiling plan, cross sections, finish schedules, door and window schedules.
2. Develop revised floor plans and exterior and interior elevations of the building to a level sufficient for the approval of the Client.
3. Provide a surveyed site plan for the property for development site improvements and accessibility review.
4. Meetings and correspondence.



**Construction documentation phase**

1. Hiring of subconsultants
2. Development of architectural plans including floor plans, egress, exterior and interior elevations, roof plans, reflected ceiling plans, ADA Accessibility, door, window and finish schedules, cross sections, building code analysis, construction details and notes.
3. Development of structural plans and engineering calculations for any structural modifications, connection details, notes.
4. Structural analysis for equipment anchorage as required by building code.
5. Preparation of civil plans for any site alterations / accessibility improvements. Excluding any site utility improvements, which are not anticipated.
6. Coordination with a subconsultant to provide mechanical, electrical and plumbing plans, calculations and specifications for the permitting of the building, including backup power generation.
7. Coordination with a subconsultant for the provision of the required title 24 energy compliance documentation for the building.
8. Coordination with a subconsultant to provide fire sprinkler system revision design and fire alarm design (if required).
9. Preparation of written specifications for architectural, structural and MEP for use in the public bid process, excluding front end contracting documents.
10. Address plan check revisions.
11. Printing of plans sets and documentation.
12. Meetings and correspondence.

**Construction phase**

1. Plan revisions
2. Jobsite meetings and inspections
3. Review of shop drawings, submittals and RFI's
4. Coordination with owner and contractor

Please note that it is our experience that our level of time involvement required during construction can be significantly impacted by the contractor(s) involved and the methods of construction required by the final design. We can estimate these fees but billing would be based on the time incurred.



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## Fees

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Planning phase, fixed fee	\$40,000.00
Construction documentation phase, fixed fee	\$105,000.00
Construction phase, time and materials, not to exceed	\$20,000.00
<hr/>	
Total fee estimate	\$165,000.00

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## Schedule Commitment

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- It is our intention to work with the owner to meet reasonable schedule requirements. Currently our workload would allow us to start on this project within 4 weeks of being given the go ahead. It would be expected that a project like this could take 8 – 10 months to be ready for permit submittal and construction bidding.

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## Additional Comments

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### *Type of construction*

No occupancy change or square footage modification is anticipated for this project so it is assumed that the existing construction type will be adequate for the permitting of the project.

### *Utility system capacities*

No modification of the existing utility capacities (water, sewer, electrical, propane) are anticipated as part of this project.

### *Subconsultant team*

We have selected the following subconsultants to be part of our design team on this project, all of which we have worked with before on various projects.

1. DC Engineering – provide mechanical, electrical and plumbing design and we have teamed with them on projects including the Sonora Armory, the Marval Foods grocery store expansion in Groveland, the Pine Mountain lake marina building and the Frontporch office building remodel in Sonora.
2. Cisco Fire Sprinklers – based near Sonora, this company provides design and installation of most of our local commercial fire sprinkler needs.

**Project Experience**

Our previous project experience that specifically relates to this project includes:

1. The Sonora Armory – redevelopment of a site in Sonora to contain a bar, restaurant, concert hall, commercial kitchen and courtyard dining with a mezzanine.
2. Pine Mountain Lake Marina Building – a new construction that included a commercial kitchen, office space and outdoor dining area.
3. Frontporch office building remodel – a full interior and exterior remodel of a two story commercial building in Sonora.
4. UV Skinz office and distribution center – a new construction project involving a rigid frame metal building that contains the corporate office and distribution center for a local clothing company.
5. Chicken Ranch Casino Fire Station – civil, architectural, structural and MEP plans for a new fire station.
6. Civil plans for the Pinecrest traffic circulation improvements.
7. Survey and civil plan development for the entitlement of the proposed Terra Vi Lodge near Groveland.
8. Civil plan development for the entitlement of the proposed Yonder Yosemite lodging development near Groveland.

**Exclusions**

1. Storm Water Pollution Prevention Plan (not anticipated for this project).
2. As built drawings.
3. T24 energy compliance services during construction.
4. Permitting agency fees.
5. Computer network systems design.
6. Internet connection.
7. Building signage design and permitting.
8. ALTA survey.
9. Re-monumentation of boundary.

## Authorization

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The above proposal for the design and construction documentation for the Tridam Sonora office remodel project is submitted by Land and Structure. Fees are valid for a period of six (6) months from the date of the proposal signature below.



7/19/23

---

Reuben Chirside  
Project Manager  
Sierra Consultants Inc  
dba Land and Structure

---

Date

## PROFESSIONAL SERVICES AGREEMENT

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**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is effective as of August 17, 2023 (the “Effective Date”) by and between the **Tri-Dam Project**, a joint venture of the **Oakdale** and **South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, “Client”); and **Sierra Consultants, Inc. dba Land and Structure** (“Consultant”).

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

1. **Services:** Client and Consultant agree Consultant will perform the following general services: **Administration Building Construction Documentation and Construction Oversight**

Services to be provided by Consultant and other work to be performed by Consultant (“Work”) are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference.

2. **Term of Agreement.** This Agreement shall be effective immediately and shall remain in effect unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.

3. **Schedule for Performance.** Consultant shall perform the Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Work shall be on a flat fee basis in accordance with the Proposal attached hereto as **Exhibit B**. The Proposal shall be effective for the duration of performance of the Work, unless otherwise negotiated by the parties, approved by Client’s Board of Directors, and consented to in writing by Client as an amendment to this Agreement.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of: **One Hundred Five Thousand Dollars (\$105,000) for the Construction Documentation Phase, and Twenty Thousand Dollars (\$20,000) for the Construction Management Phase.**

5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client’s Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days’ approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

**6. Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

**“CLIENT”**

**Tri-Dam Project**

P.O. Box 1158  
Pinecrest, California 95364-0158  
Attn: Summer Nicotero, General Manager  
Telephone: (209) 965-3996  
Email: snicotero@tridamproject.com

**“CONSULTANT”**

Sierra Consultants, Inc  
dba Land and Structure  
105 South Stewart Street  
Sonora, CA 95370  
Attn: Zachariah P. Garman  
Telephone: (209) 532-5173

With courtesy copies to:

**Oakdale Irrigation District**

1205 E. F Street  
Oakdale, California 95361  
Attn: Scot Moody, General Manager  
Telephone: (209)847-0341  
Facsimile: (209)847-3468

**South San Joaquin Irrigation District**

P.O. Box 747  
Ripon, California 95366-0747  
Attn: Peter M. Rietkerk, General Manager  
Telephone: (209) 249-4600  
Facsimile: (209) 249-4688

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

**7. Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:

- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
- b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.
- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.

- d. Consultant shall not be entitled to any benefits payable to employees of Client.
- e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
- f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
- g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**8. Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Work performed by Consultant.

**9. Potential Conflicts of Interest.**

- a. Consultant shall disclose its involvement in any projects which may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
- b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. District reserves the right to require Consultant to submit a financial disclosure statement.
- c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from District. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to District pursuant to Section 6 of this Agreement.

**10. Ownership of Work Product.** All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").

- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement.

Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.

- b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
- c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

**11. Indemnification.** Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify District, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subconsultants engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

**12. Insurance.** During the performance of the Services under this Agreement, Consultant and each subconsultant retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit C**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name “**the Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees and volunteers**” as additional insureds on the General Commercial Liability and Automobile Liability policies.

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

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office (“ISO”) Commercial General Liability Coverage (Occurrence Form CG 0001); and
- ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

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

- i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

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

- i. “The Tri-Dam Project, Oakdale Irrigation District, South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer’s equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased,



hired or borrowed by Consultant.” The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;

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

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

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

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

**c. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.

**d. Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.

**e. Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.

**f. Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

- 13. Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.
- 14. Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.
- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.
  - b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.
- 15. Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either District or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.
- 16. Compliance With Laws; Labor Code Provisions.** It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at District's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by District upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).
- 17. Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
- 18. Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.
- 19. Termination.** Either party shall have the right to terminate this Agreement at any time by

serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:

- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
- b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

**20. No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

**21. Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Tuolumne.

**22. Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.

**23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

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

**CLIENT**

**CONSULTANT**

**TRI-DAM PROJECT**

**SIERRA CONSULTANTS, INC,  
dba LAND AND STRUCTURE**

\_\_\_\_\_  
Summer Nicotero,  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zachariah P. Garman,  
President

\_\_\_\_\_  
Date

## **EXHIBIT "A"** **SCOPE OF WORK**

### **Construction documentation phase**

1. Hiring of subconsultants.
2. Development of architectural plans including floor plans, egress, exterior and interior elevations, roof plans, reflected ceiling plans, ADA Accessibility, door, window and finish schedules, cross sections, building code analysis, construction details and notes.
3. Development of structural plans and engineering calculations for any structural modifications, connection details, notes.
4. Structural analysis for equipment anchorage as required by building code.
5. Preparation of civil plans for any site alterations / accessibility improvements. Excluding any site utility improvements, which are not anticipated.
6. Coordination with a subconsultant to provide mechanical, electrical and plumbing plans, calculations and specifications for the permitting of the building, including backup power generation.
7. Coordination with a subconsultant for the provision of the required Title 24 energy compliance documentation for the building.
8. Coordination with a subconsultant to provide fire sprinkler system revision design and fire alarm design (if required).
9. Preparation of written specifications for architectural, structural and MEP for use in the public bid process, excluding front end contracting documents.
10. Address plan check revisions.
11. Printing of plans sets and documentation.
12. Meetings and correspondence.

### **Construction phase**

1. Plan revisions.
2. Jobsite meetings and inspections.
3. Review of shop drawings, submittals and RFI's.
4. Coordination with owner and contractor.

Please note that it is our experience that our level of time involvement required during construction can be significantly impacted by the contractor(s) involved and the methods of construction required by the final design. We can estimate these fees but billing will be based on the actual time incurred.

## **EXHIBIT "B"**

### **FEES**

Construction documentation phase, fixed fee \$105,000.00

Construction phase, time and materials basis, not to exceed \$20,000.00

## EXHIBIT "C" WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . ."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

"CONSULTANT"

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

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

Title: \_\_\_\_\_

## GENERAL MANAGER BOARD REPORT

Summer Nicotero

August 17, 2023

1. We completed our annual FERC dam safety inspections in July. We anticipate receiving the inspection reports in the coming months but do not expect any significant findings.
2. I have started the process of converting our webpage to Streamline, a more simplified, user-friendly platform. I expect we will go live in September and will work to customize and update all our webpages, hoping to bring a more user-friendly webpage to the public.
3. Our FERC Cyber-Audit data submission was filed last week. We are working on updating policies as we prepare for the on-site FERC auditors at the end of the month. Staff has completed cyber-audit specific trainings and is prepared for the site visit.
4. I am working with Provost and Pritchard on bidding packages for quite a few projects. We anticipate bidding out the FEMA storm repair work, Hell's Half Acre, Tulloch Shoreline Erosion Work, Sandbar Power Pole Replacement, and Beardsley Trunion Pin Repair in the next few weeks. The Power Pole Replacement may have to wait until next year if we can't find a contractor that can work within our outage schedule. There are a couple of smaller capital projects budgeted this year that I will begin working on bidding as well but won't require the support of Provost and Pritchard.
5. The team is working with both districts to ensure we are aligned on all our downstream flows for the remainder of this water year. The storms that hit late in the year as well as the continued snow melt have presented challenges that we normally don't encounter. The communication has been appreciated. I hope to create a new annual water planning meeting that all three entities will participate in sometime in April next year to continue the communication and information sharing.
6. Our insurance renewals were successful. The three-month extension on our Worker's Compensation policy is expiring in September. SDRMA has not yet returned a quote, but I expect an answer from them in the coming week.
7. The next Advisory Committee meeting would be scheduled for Monday, September 4 at the OID offices at 3 pm. This meeting falls on the Labor Day holiday. I propose moving this meeting to Monday, September 11 at the OID offices at 3 pm.



OPERATIONS SUPERVISOR BOARD REPORT

August 17, 2023

**OPERATIONS:**

**Reservoir Data (A/F):**

<b>FACILITY</b>	<b>STORAGE</b>	<b>MONTH CHANGE</b>
Donnells	62,334	3,562
Beardsley	93,197	11,159
Tulloch	64,600	37
New Melones	2,032,817	(5255)

**Outages:**

<b>Plant</b>	<b>Dates</b>	<b>Duration</b>	<b>Cause</b>
Tulloch #3	7/5-7/6	46min	Lost comms to #3, found bad battery charger to comm switch. Temped in for the night, then final repair the next day.

**Operations Report:**

**New Melones Inflows:**

Total inflows for water year 22/23 as of July 31: 2,200,132 A/F.

**District Usage:**

Total District usage for the water year 22/23 as of July 31: 278,215 A/F.

**Precipitation:**

Total precipitation for the month of July: 0.00 inches.

**Other Activities:**

1. Daily checks all powerhouses.
2. Completed FERC inspections of all dams and powerhouses.
3. Providing ongoing weekend recreation flows for the Stanislaus River.
4. Monthly coordinated operations meeting with PG&E.

**BEARDSLEY PRECIPITATION**

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	0.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30
2022-23	0.00	0.29	2.27	0.02	3.83	12.65	21.85	5.43	15.48	0.22	1.12	1.10	64.26
2023-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.15	5.88	3.38	1.88	0.63	38.87
2022-23 +/-	(0.15)	(0.21)	(0.74)	(2.23)	(4.70)	(6.18)	(6.74)	(6.15)	(5.88)	(3.38)	(1.88)	(0.63)	(38.87)

ANNUAL AVERAGE **38.87**

INCHES +/- ANNUAL AVERAGE **(38.87)**

Updated as of 9-Aug-23

PERCENT OF ANNUAL AVERAGE **0%**

## MAINTENANCE SUPERVISOR BOARD REPORT

Daniel Hogue  
August 17, 2023

1. Re-Roofed Donnell's Powerhouse and Station attendant residence with Sika Sarnfil PVC overlay. Final inspection 14August2023.
2. Removed and replaced faulty diesel fuel pump in Strawberry.
3. Replaced bird damaged siding and window trim at the General Managers residence. More to come 2024
4. Experienced mis-operations of the oil detector in the drainage sump at Beardsley. Calibrated oil detector antenna in accordance with the Agar calibration procedure.
5. Initial Clean-up of lot adjacent to Bank of America.
6. Set Beardsley Spillway Bridge and re-rocked and re-installed log booms for public safety. China flat day use area now re-opened to the public.
7. Cleared trees out of road to access material stored at TUFA pit (spoils pile located on Beardsley Road).
8. Mount Elizabeth Air Conditioning vent fabricated to more effectively cool the space. Also, faulty fan motor removed and replaced.
9. Analog point verification sent to Siemens for RTU Project. Siemens to arrive onsite 05Sept2023 and we will work with them and the Scada group on the Donnell's Dam replacement first to see how integration goes.
10. Debris removal Beardsley A-bay Dam. Large timbers cut and allow to move downstream.
11. Vegetation removal Sandbar, Mt Elizabeth, and Strawberry Peak.
12. Routine Tulloch reservoir maintenance. Ie. Buoys verified to be in place in accordance with buoy map. Damaged or missing buoys replaced with new. Any floating debris found was removed.

## REGULATORY AFFAIRS BOARD REPORT

Justin Calbert  
August 17, 2023

### FERC Compliance

- Updating of ODSP and EAP.
- Annual Tulloch Invasive Plant Species site visits and updating of survey map.

### Permit and Other Assignments

- Work on permits, site reviews, and compliance questions for various properties at Tulloch.
- Respond to daily inquiries from the public.
- Permits, inspections and file documentation. To date, 24 applications have been issued in the 2023 calendar year. For current Board Meeting Period (July 20-August 17): 5 new Tulloch encroachment permits issued. 2 permit final inspections passed. 5 applications in process, awaiting proper submittal requirements.
- Numerous Tulloch compliance matters photographed and identified. Researching associated APN's, previous permits (if applicable) and identifying current property owners. Initial compliance violation letters in progress.
- Scanning of all previously issued Tulloch encroachment permits, corresponding documentation and creation of electronic files uploaded to server approximately 80% complete.
- Working on pending litigation matters, as required.
- Relocation of Tulloch Compliance Office back up to Strawberry.



## Tri-Dam Project Generation & Revenue Report 2023

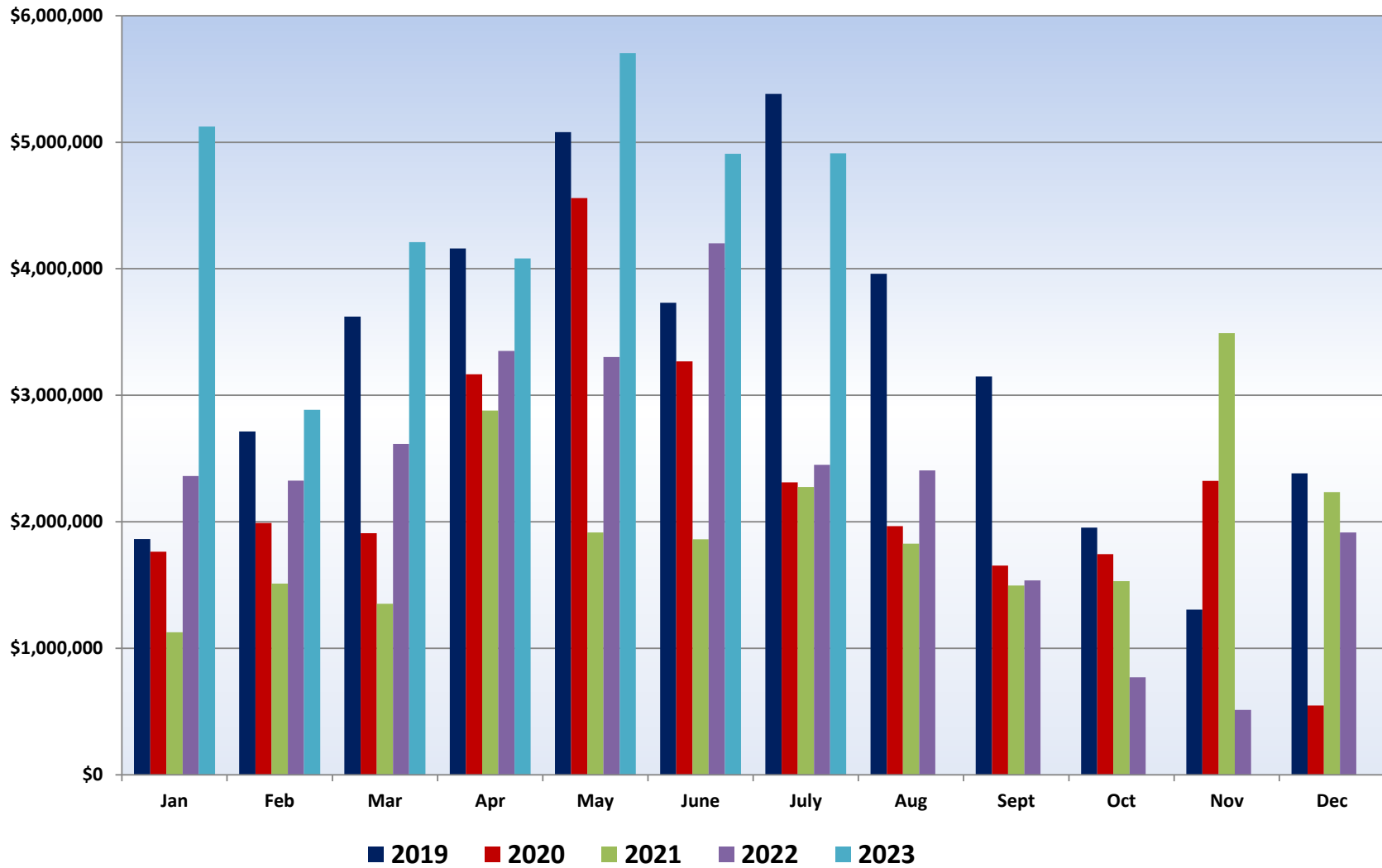
	<b>Donnells</b>				<b>Beardsley</b>				<b>Tulloch</b>				<b>Project Total</b>			
	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue
JAN	17,389,989	50,302,120	-	\$4,024,170	3,150,048	8,075,579	\$646,046	4,271,885	5,667,702	\$453,416	24,811,922	64,045,400	\$5,123,632	24,811,922	64,045,400	\$5,123,632
FEB	17,229,608	26,972,429	-	\$2,157,794	2,927,753	7,428,960	\$594,317	5,024,913	1,668,267	\$133,461	25,182,274	36,069,657	\$2,885,573	25,182,274	36,069,657	\$2,885,573
MAR	23,070,659	34,546,717	-	\$2,763,737	3,584,274	8,181,638	\$654,531	7,580,691	9,910,971	\$792,878	34,235,623	52,639,326	\$4,211,146	34,235,623	52,639,326	\$4,211,146
APR	31,686,865	27,387,689	1,040,000	\$2,274,215	4,717,464	8,113,601	\$649,088	10,811,027	14,474,823	\$1,157,986	47,215,356	49,976,113	\$4,081,289	47,215,356	49,976,113	\$4,081,289
MAY	41,216,149	25,033,384	21,620,370	\$3,732,300	5,799,593	8,186,918	\$654,953	12,131,040	16,481,291	\$1,318,503	59,146,782	49,701,593	\$5,705,757	59,146,782	49,701,593	\$5,705,757
JUN	42,555,036	35,463,600	-	\$2,837,088	6,336,073	8,112,548	\$649,004	12,084,818	17,794,079	\$1,423,526	60,975,928	61,370,227	\$4,909,618	60,975,928	61,370,227	\$4,909,618
JUL	36,444,466	34,600,702	-	\$2,768,056	6,629,514	8,390,128	\$671,210	12,609,174	18,429,795	\$1,474,384	55,683,154	61,420,625	\$4,913,650	55,683,154	61,420,625	\$4,913,650
AUG	27,568,740	-	-	\$0	6,269,748	-	\$0	11,868,293	-	\$0	45,706,781	-	\$0	45,706,781	-	\$0
SEP	20,111,167	-	-	\$0	5,223,523	-	\$0	8,577,620	-	\$0	33,912,310	-	\$0	33,912,310	-	\$0
OCT	12,743,535	-	-	\$0	3,752,220	-	\$0	4,664,124	-	\$0	21,159,879	-	\$0	21,159,879	-	\$0
NOV	12,042,987	-	-	\$0	2,794,775	-	\$0	2,487,256	-	\$0	17,325,019	-	\$0	17,325,019	-	\$0
DEC	14,354,891	-	-	\$0	3,713,920	-	\$0	3,288,702	-	\$0	21,357,513	-	\$0	21,357,513	-	\$0
<b>Total</b>	<b>296,414,092</b>	<b>234,306,642</b>	<b>22,660,370</b>	<b>\$20,557,361</b>	<b>54,898,907</b>	<b>56,489,371</b>	<b>\$4,519,150</b>	<b>95,399,542</b>	<b>84,426,928</b>	<b>\$6,754,154</b>	<b>446,712,540</b>	<b>375,222,940</b>	<b>\$31,830,665</b>	<b>446,712,540</b>	<b>375,222,940</b>	<b>\$31,830,665</b>

Note: Price per MWh is \$80.00

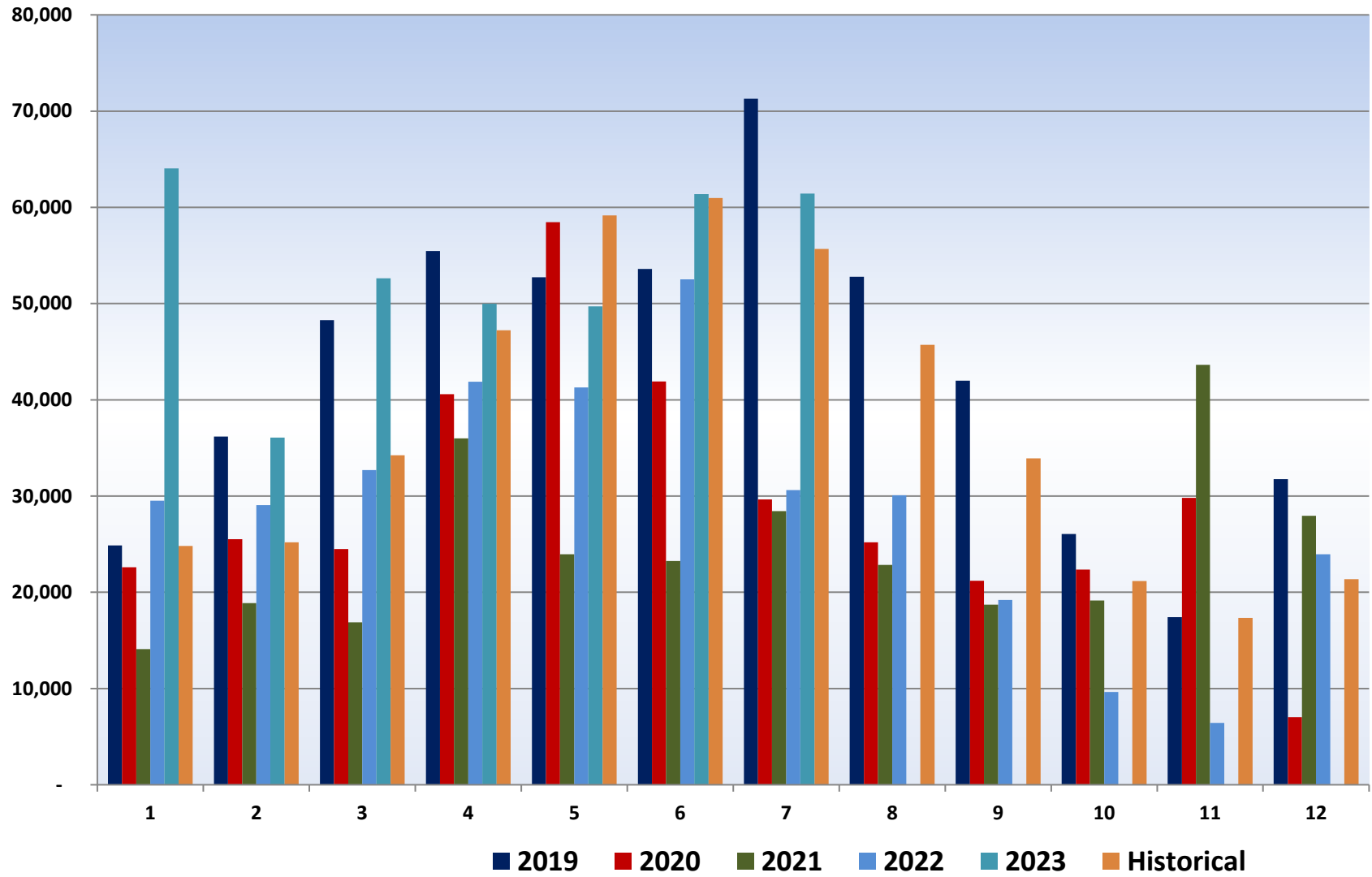
### Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,625,894	-	\$930,072	\$0	\$930,072
FEB	3,946,606	10,595,708	-	\$847,657	\$0	\$847,657
MAR	5,290,014	11,889,429	-	\$951,154	\$0	\$951,154
APR	6,873,822	10,211,311	1,325,750	\$922,965	\$0	\$922,965
MAY	8,065,189	11,577,399	-	\$926,192	\$0	\$926,192
JUN	8,750,023	11,516,386	-	\$921,311	\$0	\$921,311
JUL	9,133,101	11,900,588	-	\$952,047	\$0	\$952,047
AUG	8,560,581	-	-	\$0	\$0	\$0
SEP	6,928,285	-	-	\$0	\$0	\$0
OCT	4,898,944	-	-	\$0	\$0	\$0
NOV	2,947,604	-	-	\$0	\$0	\$0
DEC	5,554,123	-	-	\$0	\$0	\$0
<b>Total</b>	<b>75,611,948</b>	<b>79,316,715</b>	<b>1,325,750</b>	<b>\$6,451,397</b>	<b>\$0</b>	<b>\$6,451,397</b>

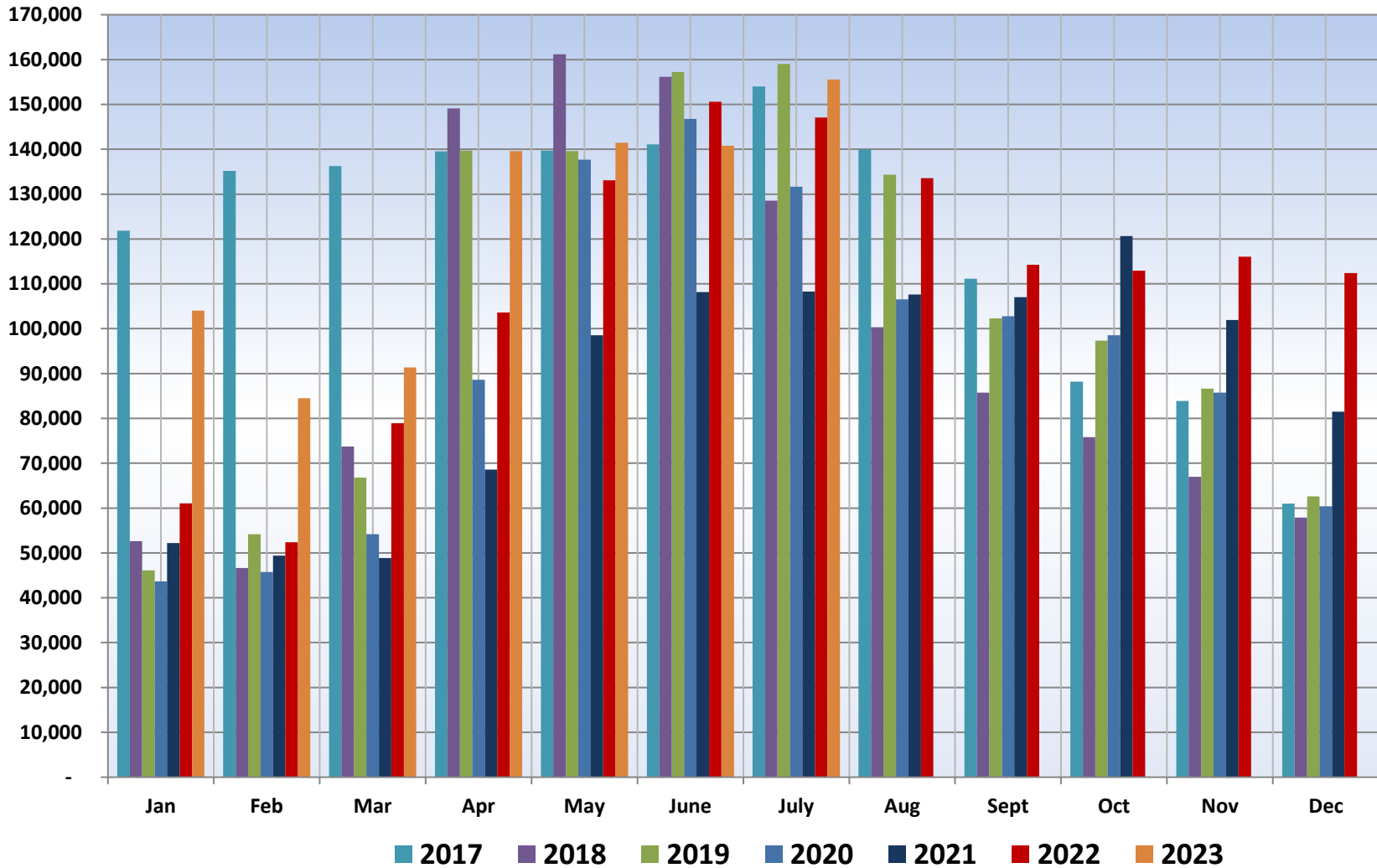
## Tri-Dam Project Generation Revenue



# Tri-Dam Project Total Generation - MWh



## Tri-Dam Project Storage AF - Donnellis & Beardsley





## WESTERN PRICE SURVEY

### [7] Continuing Heat Fails to Support Prices

Despite ongoing heat in California, demand and energy prices generally sagged as the calendar page flipped to August.

Natural gas used for power generation in California was down 0.3 Bcf per day, or 9 percent, week over week, “despite continuing high temperatures” that were 34 cooling degree days above normal in the greater Riverside area, the U.S. Energy Information Administration said.

California Independent System Operator grid demand reached 38,978 MW Aug. 1—4,102 MW less than the 43,080-MW high on July 25.

The majority of Western natural gas hub prices lost value, down between 8 cents and \$1.82. SoCal CityGate dropped \$1.82 to a regional high price of \$8.42/MMBtu. Alberta natural gas proved the exception, adding 15 cents to reach \$2.43/MMBtu. Henry Hub natural gas shed a penny across trading, ending at \$2.48/MMBtu.

The region continues to face constraints. Southern California Gas Co. Line 225 remains off line for unplanned maintenance through Aug. 11.

National working natural gas in storage was 3,001 Bcf as of July 28, according to the EIA. This is a net increase of 14 Bcf compared with the previous week.

Total U.S. natural gas use increased by 0.7 Bcfd, or 0.9 percent, according to the EIA. The amount of gas used for power generation grew by 0.5 Bcfd, or 1.2 percent, week over week.

Most Western peak power values dropped across trading. Palo Verde daytime power posted the greatest loss, down \$132.65 to \$100/MWh by Aug. 3. California-Oregon Border peak power values added \$6 to reach \$116/MWh, the highest daytime price. Off-peak power prices fell by between \$2.60 and as much as \$41.35. Palo Verde nighttime power tumbled by \$41.35 to \$68.50/MWh.

Palo Verde Generating Station Unit 3 is returning to service following repairs. All three units were last operating at full capacity July 18, according to the U.S. Nuclear Regulatory Commission.

“While waiting on cooler temperatures to address the closure of a main turbine control valve, a condenser cooling leak was observed,” APS spokesperson Mike Philipsen told California Energy Markets via email.

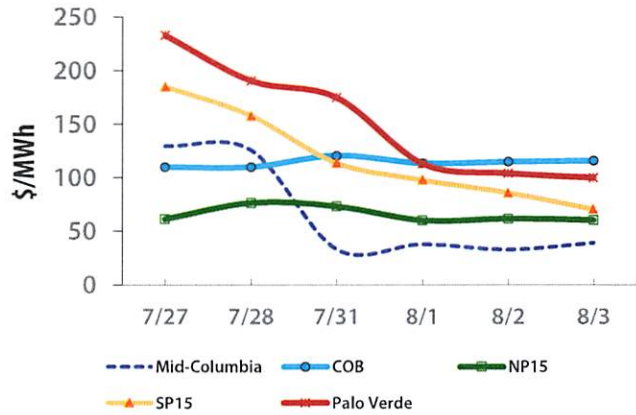
“Therefore, power was reduced further to address both issues, which are now complete.” As of Aug. 4, Unit 3 was operating at 93 percent, according to the NRC.

**In July, the average high peak price** at Henry Hub was \$2.68/MMBtu, \$6.65 less than in 2022, when the hub value peaked at \$9.33/MMBtu (see “Price Trends,” next page). Western natural gas hub prices also dropped, by between \$2.71 and \$4.40. PG&E CityGate fell \$4.40 year over year, from \$10.01/MMBtu in 2022 to \$5.61/MMBtu.

Average Western peak power prices for July generally lost value compared with the year prior, when heat had supported prices. North of Path 15 daytime power dropped the most value, down \$17.20 to \$85.20/MWh; however, Palo Verde daytime power ticked up \$97.65 to \$232.65/MWh and South of Path 15 gained \$79.60 year over year to \$184.85/MWh. —**Linda Dailey Paulson**

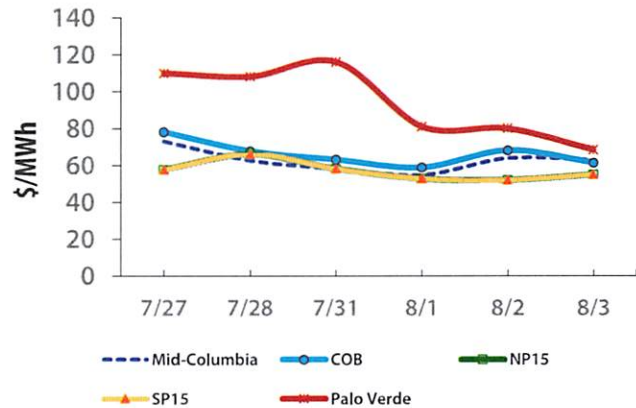
#### Average Peak Power Prices

Thurs., 07/27 - Thurs., 08/03



#### Average Off-Peak Prices

Thurs., 07/27 - Thurs., 08/03



#### Average Natural Gas Prices (\$/MMBtu)

	Thurs. 07/27	Tues. 08/01	Thurs. 08/03
Henry Hub	2.49	2.50	2.48
Sumas	4.46	3.89	3.77
Alberta	2.28	2.39	2.43
Malin	4.54	3.93	3.94
Opal/Kern	4.65	3.85	3.78
Stanfield	4.53	3.88	3.80
PG&E CityGate	5.47	5.08	5.31
SoCal Border	7.08	4.68	5.26
SoCal CityGate	9.99	7.78	8.42
EP-Permian	2.20	2.22	2.12
EP-San Juan	4.70	2.99	3.65

Power/gas prices courtesy Enerfax

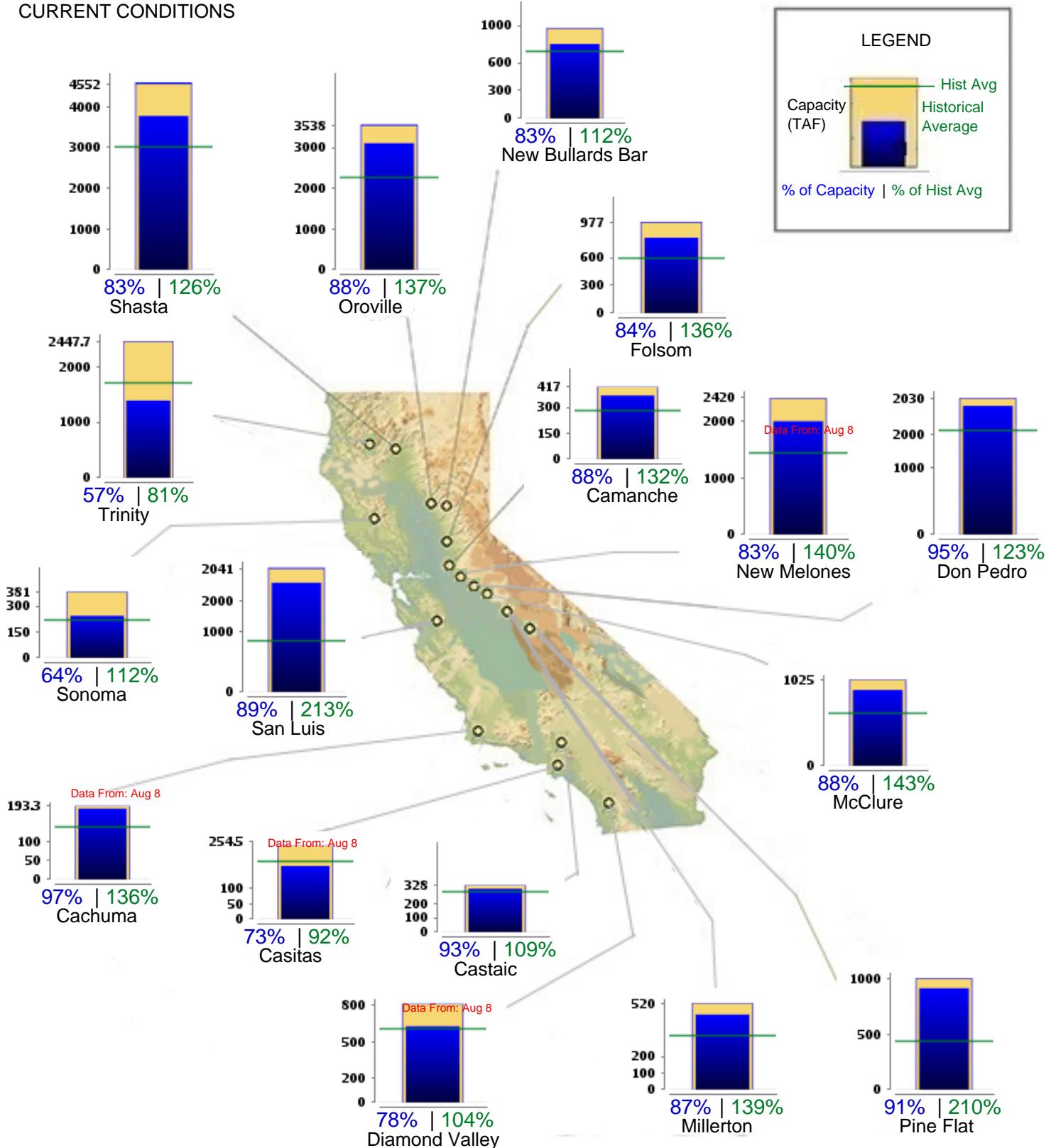


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - August 9, 2023

### CURRENT CONDITIONS







1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

August 8, 2023

Tri Dam Project  
Summer Nicotero  
P.O. Box 1158  
Pinecrest, CA 95364

**Re: July 2023 Invoices**

Dear Miss Nicotero:

Enclosed are invoices for consulting services provided by FISHBIO during July. Services provided for each project are summarized below.

**Non-Native Investigation/ Predator Study**

With the completion of field sampling in June, effort during July focused on data management and processing samples collected for analysis of this year's data.

**Stock-recruit Analysis**

During July we met with Dr. Korman to review and discuss initial findings of modeling juvenile production under the historical, stepped release plan, and 40% unimpaired flow scenarios. Additional analyses were identified based on discussion of the initial results and these are in progress along with development of the report of findings.

**Budget Summary**

2023	RST		O. mykiss		Total
	Monitoring	Non-natives	Census	Stock-recruit	
Jan	\$ 18,005.00	\$ 25,460.00	\$ -	\$ 2,182.50	\$ 45,647.50
Feb	\$ 23,655.85	\$ 67,771.62	\$ -	\$ 2,712.50	\$ 94,139.97
Mar	\$ 16,625.93	\$ 69,349.50	\$ -	\$ 1,360.00	\$ 87,335.43
Apr	\$ 16,800.77	\$ 36,640.42	\$ -	\$ 4,015.00	\$ 57,456.19
May	\$ 9,883.39	\$ 42,236.12	\$ -	\$ 14,345.00	\$ 66,464.51
Jun	\$ 5,379.89	\$ 62,191.32	\$ -	\$ 28,385.00	\$ 95,956.21
Jul	\$ -	\$ 18,410.36	\$ -	\$ 4,360.00	\$ 22,770.36
<b>TOTAL</b>	<b>\$ 90,350.83</b>	<b>\$ 322,059.34</b>	<b>\$ -</b>	<b>\$ 57,360.00</b>	<b>\$ 469,770.17</b>
Estimated 2023	\$ 90,000.00	\$ 450,000.00	\$ 60,000.00	\$ 165,000.00	\$ 765,000.00
Remaining	\$ (350.83)	\$ 127,940.66	\$ 60,000.00	\$ 107,640.00	\$ 295,229.83

Sincerely,

  
Andrea Fuller

## SJB July Field Report

The Calaveras River RST operated 7 days in July before the season concluded July 14. Four Age 1+ ( $\geq 100$  mm) *O. mykiss* were captured, increasing the combined season total to 1,055 (Figure 1a). Zero Chinook were captured during July and 17 salmon were captured during the season. A total of 444 *O. mykiss* were implanted with Passive Integrated Transponder (PIT) tags this season. PIT tagged fish were released upstream of the RST to estimate trap efficiency. A total of 61 tagged fish were recaptured during the season resulting in a 13.7% trap efficiency rate.

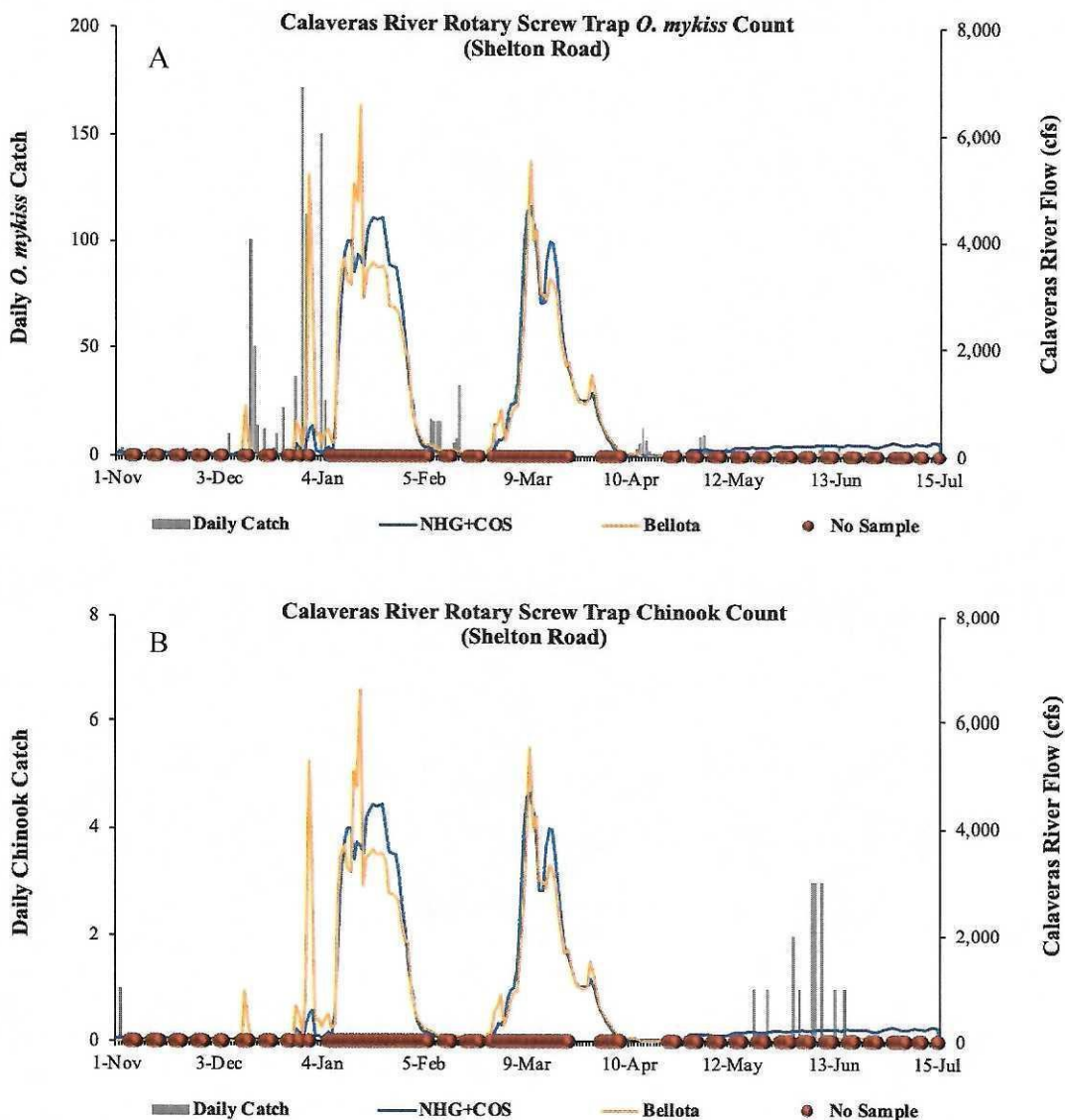


Figure 1. Daily (A) *O. mykiss* and (B) Chinook catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) and Bellota (MRS).

### **Calaveras River *O. mykiss* Life-history Investigation**

Hook-and-line surveys were conducted in the Calaveras River during July to capture and tag *O. mykiss* as part of the Calaveras River *O. mykiss* Life-history Investigation. The study has been occurring monthly since it was implemented in June 2020. The objective of the study is to estimate the abundance of *O. mykiss* and evaluate factors that drive the expression of anadromous (ocean going) or resident life history expression. A total of 2,085 *O. mykiss* have been PIT tagged to date with 75 tagged during the July event.

### **Native Fish Plan**

Data analyses of predator catch continued during the month of July. Genetic samples were sent to Humboldt State University for identification. In depth diet analyses will be conducted once the data are received.

### **Delta E-fishing**

Another electrofishing event occurred on July 5-11 in the San Joaquin River, Grant Line Canal, and Old River regions of the South Delta. A total of 21 sites (10 fixed and 11 random) were sampled during the month. Catch during the summer has largely consisted of black bass and striped bass with an occasional catfish and/or native minnow. During July, a total of 264 fish (222 black bass, 35 striped bass, five Sacramento pikeminnow, and two catfish) were captured during the month, including three recaptures (all largemouth bass). A final survey for the season is scheduled for August.

### **Summer Snorkel Surveys**

Summer snorkel surveys to estimate *O. mykiss* populations in the Stanislaus, Calaveras and Tuolumne rivers are planned for August/September as flow levels allow.

### **Fall-run Adult Migration Monitoring**

The 2023 monitoring season for adult fall-run Chinook and *O. mykiss* is approaching. FISHBIO was recently awarded a 5-year contract with the US Bureau of Reclamation to continue operating the Stanislaus River weir. The Stanislaus weir will be installed the week of September 4. Currently, flows are being reduced on the Stanislaus River on weekends to accommodate river rafters and swimmers. The flows will remain low for a couple extra days following the Labor Day weekend for weir installation. Flows will return to 1,500 cfs following installation and are expected to remain there during the week and reduce to 750 cfs on the weekends for the remainder of August. The Tuolumne River weir installation is planned for late-September/early October or as soon as flows allow.

In 2022, a total of 3,625 Chinook passed the weir (September through December), about 40% of the previous fall (6,020 individuals; Figure 5). A total of six steelhead (>16 inches;



406 mm TL) passed through the Stanislaus River weir (size range 462 - 720 mm) between September and March. All the steelhead were of hatchery origin (i.e., adipose fin clip).

Escapement to the Tuolumne River increased slightly in 2022 with 689 fall-run adult Chinook passing the weir, but was the 5<sup>th</sup> lowest count since monitoring began in 2009 (Figure 6). Escapement to the Tuolumne has been less than 1,000 individuals in 6 out of the last 14 years. Repairs and improvements to the Tuolumne River weir are underway including retrofitting the livebox to install and test a new Simsonar fish counting device that is expected to provide some advantages over the Vaki system.

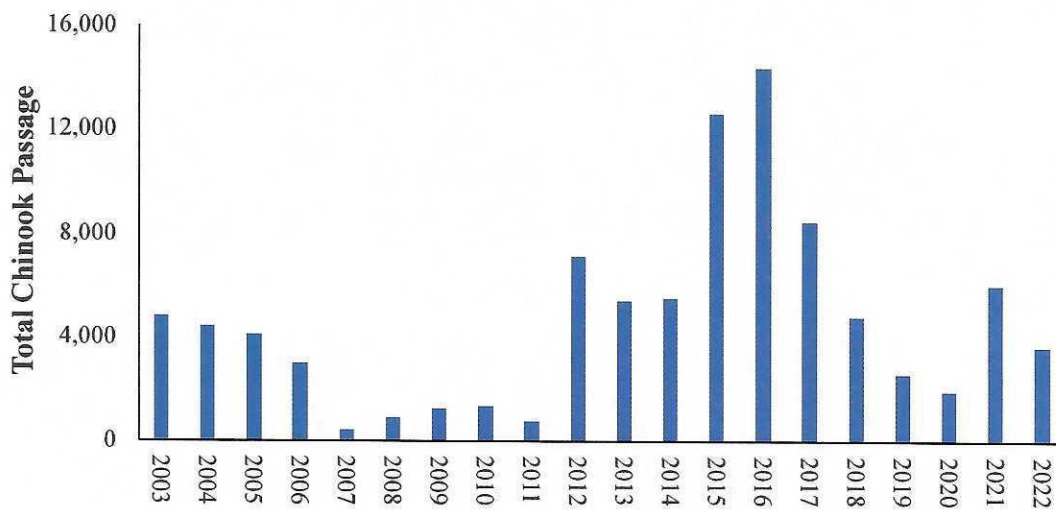


Figure 2. Annual adult Chinook salmon passages at the Stanislaus River weir, 2003-2022.

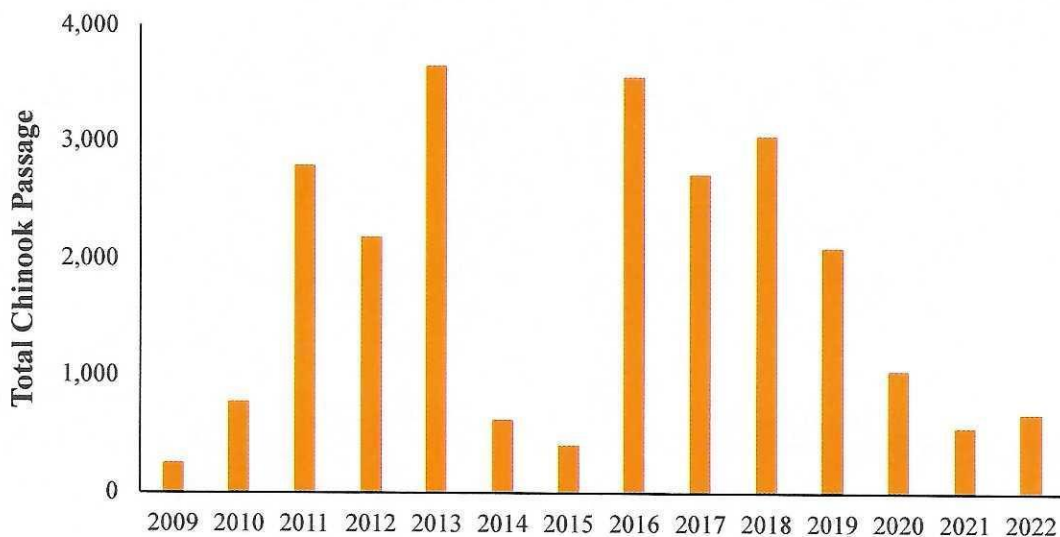


Figure 3. Annual adult Chinook salmon passages at the Tuolumne River weir, 2009-2022.

**TRI-DAM**

**POWER**

**AUTHORITY**

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**REGULAR BOARD MEETING**  
**AGENDA**  
**TRI-DAM POWER AUTHORITY**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
**AUGUST 17, 2023**  
Start time is immediately following the Tri-Dam Project meeting  
which begins at 9:00 AM

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

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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 MONDAY, AUGUST 14, 2023 AT 9:00 A.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 72 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)).

**Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://ssjid.zoom.us/j/98120276218> or by telephone, by calling 1 (669) 900-6833, Meeting ID: 981-2027-6218, Password: 700546. All speakers commenting on Agenda Items are limited to five (5) minutes.**

**Members of the public may also submit public comments in advance by e-mailing [dbarney@ssjid.com](mailto:dbarney@ssjid.com) by 4:30 p.m., Wednesday, August 16, 2023.**

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) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

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**CALL TO ORDER**

**ROLL CALL:** John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn, Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

**PUBLIC COMMENT**

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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.

1. Approve the regular board meeting minutes of July 20, 2023.
2. Approve the July statement of obligations.

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**ACTION CALENDAR****ITEM 3**

3. Discussion and possible action to approve 2023 Annual FERC Administrative Fees.

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**ADJOURNMENT****ITEMS 4 - 5**

4. Commissioner Comments.
5. Adjourn to the next regularly scheduled meeting.

# BOARD AGENDA REPORT

Date: 8/17/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Power Authority July 2023 Minutes

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**RECOMMENDED ACTION:** Review and possible approval of July 20, 2023 Minutes

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**BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Draft minutes attached.

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**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY  
MINUTES OF THE JOINT BOARD  
OF COMMISSIONERS REGULAR MEETING**

July 20, 2023  
Strawberry, California

The Commissioners of the Tri-Dam Power Authority met at the office of the Tri-Dam Project in Strawberry, California, on the above date for the purpose of conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted by each of the respective Districts on October 14, 1984.

President Spyksma called the meeting to order at 10:12 a.m.

**OID COMMISSIONERS**

**SSJID COMMISSIONERS**

**COMMISSIONERS PRESENT:**

ED TOBIAS  
BRAD DE BOER  
TOM ORVIS  
LINDA SANTOS

JOHN HOLBROOK  
MIKE WESTSTEYN  
DAVID ROOS  
DAVID KAMPER  
GLENN SPYKSMA

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Vera Whittenburg, Finance Manager, Tri-Dam Project; Daniel Hogue, Interim Maintenance Supervisor, Tri-Dam Project; Brett Gordon, Interim Operations Supervisor, Tri-dam Project; Justin Calbert, Interim License Compliance, Tri-Dam Project; Mia Brown, Counsel, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID

**PUBLIC COMMENT**

No public comment.

**CONSENT CALENDAR**

- ITEM #1 Approve the regular board meeting minutes of June 15, 2023.**
- ITEM #2 Approve the January financial statements.**
- ITEM #3 Approve the June statement of obligations.**

Commissioner Holbrook moved to approve items one, two, and three on the consent calendar as presented. Commissioner Orvis seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Doornenbal

**ACTION ITEMS**

- ITEM #4 Discussion and possible to approve relay testing proposal – Granger Electrical Engineering Services.**

Summer Nicotero presented the proposal explaining the need for sole source and that the pricing remains unchanged over the last three years during this inflation.

Commissioner DeBoer moved to approve as presented. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES:, DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Doornenbal

**ITEM #5 Commissioner Comments**

None.

**ADJOURNMENT**

President Spyksma adjourned the meeting at 10:16 a.m.

The next Board of Commissioners meeting is scheduled for August 17, 2023, at the offices of South San Joaquin Irrigation District immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

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Summer Nicotero, Secretary  
Tri-Dam Power Authority

# BOARD AGENDA REPORT

Date: 8/17/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Power Authority July Statement of Obligations

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**RECOMMENDED ACTION:** Recommend Approval of the July Statement of Obligations

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**BACKGROUND AND/OR HISTORY:**

Submitted for approval is the July Statement of Obligations for Tri-Dam Power Authority.

**FISCAL IMPACT:** See Attachments

**ATTACHMENTS:** Tri-Dam Power Authority Statement of Obligations

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**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

# Tri-Dam Power Authority

## Statement of Obligations

July 1, 2023 to July 31, 2023

**TRI-DAM POWER AUTHORITY  
STATEMENT OF OBLIGATIONS**

**Period Covered**  
**July 1, 2023 to July 31, 2023**

**Total Obligations:** **5** **checks** **in the amount of** **\$12,998.78**  
(See attached Vendor Check Register Report)

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis

\_\_\_\_\_  
John Holbrook

\_\_\_\_\_  
Ed Tobias

\_\_\_\_\_  
Dave Kamper

\_\_\_\_\_  
Linda Santos

\_\_\_\_\_  
David Roos

\_\_\_\_\_  
Herman Doornenbal

\_\_\_\_\_  
Glenn Spyksma

\_\_\_\_\_  
Brad DeBoer

\_\_\_\_\_  
Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY  
PRESIDENT,

TRI-DAM POWER AUTHORITY  
SECRETARY,

\_\_\_\_\_  
Glenn Spyksma, President      Date

\_\_\_\_\_  
Summer Nicotero, Secretary      Date

# Authority

## July Checks



Check	Vendor No	Vendor	Date	Description	Amount
208356	10516	Pacific Gas & Electric Co.	07/03/2023		379.21
208357	11333	C.J. Brown & Company, CPAs	07/10/2023	Audit Services	1,432.00
208358	10500	OID ~ Routine	07/10/2023		563.59
208359	11343	Tim O'Laughlin, PLC	07/10/2023	Legal Matters	9,445.00
208360	10037	American Public Power Assn.	07/17/2023	Annual Membership	1,178.98
Report Total:					\$ 12,998.78



# BOARD AGENDA REPORT

Date: 8/17/2023  
Staff: Summer Nicotero

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**SUBJECT: Annual FERC Administrative Fees**

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**RECOMMENDED ACTION:** Approve the annual FERC administrative fees for 2023

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**BACKGROUND AND/OR HISTORY:**

Article 201 of the Tri-Dam FERC licenses states that the Commission collects annual charges from licensees for administration of the Federal Power Act. These fees are separate from the land use fees that are also required to be paid to FERC for use of government lands. The administration fees are based on installed capacity of the generating units, in addition to other administrative charges. The 2023 invoice has decreased \$5,807.63 over the prior year.

	<b>2022</b>	<b>2023</b>
<b>Sandbar</b>	\$23,582.84	\$17,775.21

**FISCAL IMPACT:** Budgeted \$34,000                      GL 2-7-05-96-59620

**ATTACHMENTS:** FERC Invoice \$17,775.21

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**Board Motion:**

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

**VOTE:**

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

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



# FEDERAL ENERGY REGULATORY COMMISSION

## HYDROPOWER ANNUAL CHARGES SUMMARY OF BILLS FOR ADMINISTRATIVE CHARGES FOR BILL YEAR 2023

Payment must be received by: 09/08/2023

Company ID: 019560

### TRI-DAM POWER AUTHORITY

Rick Dodge  
P.O. BOX 1158  
PINECREST, CA 95374

Bill Number	Project-id	Amount Due	PLEASE INDICATE AMOUNT PAID
H23438-00	02975	17,775.21	_____
<b>TOTAL AMOUNT DUE</b>		<b>\$ 17,775.21</b>	

Please indicate amount paid by project/bill by completing the last column entitled AMOUNT PAID. The total AMOUNT PAID should equal the total of the check(s) being submitted.

**RETURN THIS COMPLETED FORM WITH REMITTANCE(S) TO:**

Federal Energy Regulatory Commission  
P.O. Box 979010  
St. Louis, MO 63197-9000



## FEDERAL ENERGY REGULATORY COMMISSION

STATEMENT OF ANNUAL CHARGES FOR  
ADMINISTRATION, GOVERNMENT DAMS AND INDIAN LANDS  
FOR BILL YEAR 2023

<b>PAYMENT MUST BE RECEIVED BY:</b> 09/08/2023		<b>DATE OF STATEMENT:</b> 07/25/2023	
<b>BILL NO:</b> H23438-00		<b>PROJECT NO:</b> 02975	
<b>TRI-DAM POWER AUTHORITY</b>		<b>PROJ. LOCATION:</b> TUOLUMNE, CA	
Rick Dodge P.O.BOX 1158  PINECREST, CA 95374		<b>AUTHORIZED KW:</b> 16,200 <b>HP-CAPACITY:</b> 16,200 <b>KWH GEN:</b> 0 <b>KWH PMP:</b> 0	
<b>LIC. EFFECTIVE:</b> 09/01/1983	<b>LIC. ISSUED:</b> 09/08/1983	<b>LIC. TYPE:</b> Conventional	
<b>FERC ADMINISTRATIVE CHARGES (FY 2023)</b>		<b>AMOUNT DUE</b>	<b>FERC USE</b>
1. ADMINISTRATIVE CHARGE			
Conventional	16,200 KW	\$19,558.75	
2. FIXED CHARGE		0.00	
ADJUSTMENT OF FERC ADMINISTRATIVE CHARGE (FY22)		(\$3,397.59)	
OTHER FEDERAL AGENCIES ADMINISTRATIVE CHARGE (FY22)		\$1,614.05	
GOVERNMENT DAM CHARGE (FY22)		\$0.00	
OFFICE OF PUBLIC PARTICIPATION CHARGE (FY22)		\$0.00	
<b>SUBTOTAL:</b>		<b>\$17,775.21</b>	
CREDIT ADJUSTMENT FOR FERC ADMINISTRATIVE CHARGES		\$0.00	
CREDIT ADJUSTMENT FOR OTHER FEDERAL AGENCIES CHARGE		\$0.00	
CREDIT ADJUSTMENT FOR GOVERNMENT DAM CHARGE		\$0.00	
CREDIT ADJUSTMENT FOR OFFICE OF PUBLIC PARTICIPATION CHARGE		\$0.00	
<b>TOTAL CHARGE DUE:</b>		<b>\$17,775.21</b>	
<b>REMARKS:</b>			