

AGENDA MATERIALS TRI-DAM PROJECT



TRI-DAM POWER AUTHORITY

BOARD MEETING

September 21, 2023

REGULAR BOARD MEETING AGENDA TRI-DAM PROJECT of THE OAKDALE IRRIGATION DISTRICT and THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT SEPTEMBER 21, 2023 9:00 A.M.

Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (<u>www.oakdaleirrigation.com</u>) ON MONDAY, SEPTEMBER 18, 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 (<u>www.oakdaleirrigation.com</u>).

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 <u>https://us02web.zoom.us/j/3585721867</u>

or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. 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 jhassell@oakdaleirrigation.com by 4:30 p.m., Wednesday, September 20, 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) 840-5502, 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.

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

CONSENT CALENDAR

- 1. Approve the regular board meeting minutes of August 17, 2023.
- 2. Approve the Financial Statements of the seven months ending July 31, 2023.
- 3. Approve the August statement of obligations.
- 4. Approve renewal of Anthem Medical Plan Insurance Coverage effective January 1, 2024.
- 5. Approve renewal of Delta Dental Insurance Plan Coverage effective January 1, 2024.
- 6. Approve renewal of Vision Services Plan Insurance Coverage effective January 1, 2024.

ACTION CALENDAR

ITEMS 7 - 13

- 7. Discussion and possible action regarding Application 2023-28, Variance Request for the Shoreline Management Plan for a private facility to extend beyond the 40 ft. maximum distance from the 510' elevation contour. Property is located within the Poker Flat Subdivision at 524 Thomson Lane, Copperopolis, CA 95228, APN 064-035-003.
- 8. Discussion and possible action to authorize the replacement of Tulloch Cottage 2 ducted air conditioner with a ductless mini-split, to include a capital budget amendment authorization.
- 9. Discussion and possible action to approve the purchase of a 4 stroke Lowe Boat Motor, to include a capital budget amendment authorization.
- 10. Discussion and possible action to authorize purchase of replacement tire chains.
- 11. Discussion and possible action to authorize the General Manager to execute Professional Services Agreement with Western Hydrologic Systems for stream gaging services for water years 2024 through 2025.
- 12. Discussion and possible action to approve 2023/2024 SDRMA insurance policy. *This item will be hand carried*.

To Be Discussed Following Closed Session

13. Discussion and possible action to consider claim presented by Cari McCormick et al v. CalPERS Employers.

DISCUSSION

ITEM 14

ITEMS 15 – 18

14. Discussion regarding the Me-Wuk Tribe extension of time to complete CEQA in the OID water transfer agreement.

COMMUNICATIONS

- 15. Staff reports as follows:
 - a. General Manager Report
 - b. Operations Report
 - c. Maintenance Report
 - d. Compliance Report
- 16. Generation Report
- 17. Fisheries studies on the Lower Stanislaus River

CLOSED SESSION

ITEM 19

- 19. 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
 - 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) Two (2) cases
 - c. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Initiation of Litigation Government Code §54956.9(d)(4) One (1) case

ADJOURNMENT

ITEM 20

20. Adjourn to the next regularly scheduled meeting

Date: 9/21/2023 Staff: Genna Modrell

SUBJECT: Tri-Dam Project August 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of August 21, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

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

August 17, 2023 Manteca, 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 in Manteca, 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 Weststeyn called the meeting to order at 9:00 a.m.

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS LINDA SANTOS TOM ORVIS BRAD DEBOER HERMAN DOORNENBAL GLENN SPYKSMA MIKE WESTSTEYN DAVID KAMPER DAVID ROOS

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; Genna Modrell, Finance Asst., 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; Sonya Williams, Finance & Admin. Manager, SSJID

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of July 20, 2023.

ITEM #2 Approve the July statement of obligations.

Director Tobias moved to approve items one and two as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote: AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn NOES: None ABSTAINING: None ABSENT: Holbrook

ACTION CALENDAR

ITEM #3 Discussion and possible action regarding District Distribution and Maintenance Fund transfer pursuant Tri-Dam Project Resolution #2013-01.

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 <u>\$15,980,000</u> 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:

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

The motion passed by the following roll call vote: AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn NOES: None ABSTAINING: None ABSENT: Holbrook

ITEM #4 Discussion and possible action to approve the United States Geological Survey (USGS) Streamgaging agreement for fiscal year 2023.

Summer Nicotero presented the US Geological Survey Streamgaging agreement for operation and maintenance of reservoir level data for Donnells, Beardsley and Tulloch for FY 2024 including an amount not to exceed \$60,470.

Director Orvis moved to approve as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote: AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn NOES: None ABSTAINING: None ABSENT: Holbrook

ITEM #5 Discussion and possible action to approve 2023 Annual FERC Administrative Fees.

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

The motion passed by the following roll call vote: AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn NOES: None ABSTAINING: None ABSENT: Holbrook

ITEM #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.

Summer Nicotero reminded the Board that phase 1 was previously approved. Phases 2 and 3 will have additional work that will be required to prepare for public bid. Director DeBoer suggested designing the front half so that it could be leased out while Director Tobias suggested maintaining plenty of space for future growth. Finally, Director Weststeyn suggested putting together a design committee.

Director Santos moved to approve as presented including a capital budget amendment not to exceed \$125,000. Director Kamper seconded the motion.

The motion passed by the following roll call vote: AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn NOES: None ABSTAINING: None ABSENT: Holbrook

COMMUNICATIONS

ITEM #7 Staff Reports:

- A. General Manager, Summer Nicotero
 - Summer Nicotero added an update regarding recent FERC site inspections with only one notation.
- B. Interim Maintenance Supervisor, Daniel Hogue
 - Nothing to add.
- C. Interim Operations Supervisor, Brett Gordon
 - Nothing to add.

- D. Interim License Compliance Coordinator, Justin Calbert
 - Nothing to add.

ITEM #8 Generation Report

No report.

ITEM #9 Fisheries Studies on the Lower Stanislaus River No report.

ITEM #10 Directors Comments

The Directors thanked Summer for her efforts.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 9:39 a.m.

The Tri-Dam Project meeting resumed at 9:43 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Weststeyn announced before closed session that the following items would be discussed. The Board took a brief recess at 9:43 a.m. and convened to Closed Session at 10:16 a.m.

ITEM #11 Closed Session

- 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
 - 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) General Manager

At the hour of 12:57 p.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 Weststeyn adjourned the meeting at 12:58 p.m.

The next regular board meeting is scheduled for September 21, 2023, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary Tri-Dam Project

Date: 09/21/2023 Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Financial Statements for the Seven Months ending July 31, 2023

RECOMMENDED ACTION: Approve the Financial Statements for the Seven Months ending July 31. 2023.

BACKGROUND AND/OR HISTORY:

As of the financial statement date of July 31, 2023, the Tri-Dam Project (TDP) cash and investments increased by \$4.5M combined over the prior year due primarily to the increase in power sales over the prior year. Reserve Funds in investments total \$14.2M for a combined total of \$15.3M in the two entities.

TDP has realized 122.7% of its year-to-date budgeted operating revenues for 2023, and utilized 44.8% of its budgeted operating expenses. Investment earnings are currently 283.4% of the annual budget.

Further details are available in the attachments

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 7/31/2023 (unaudited)

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 Net Position July 31, 2023 (unaudited)



		 July 31, 2023		July 31, 2022
	Assets			
1	Cash	\$ 23,275,056	\$	18,997,754
2	Investment Securities & Money Market	14,126,762		13,887,981
3	Accounts Receivable	7,773,183		3,654,482
4	Due from Tri-Dam Power Authority	236,627		229,361
5	Prepaid Expenses	246,050		157,590
6	Capital Assets	117,352,474		112,067,336
7	Accumulated Depreciation	(57,519,591)		(55,393,778)
8	Intangible Assets	8,213,938		8,213,938
9	Accumulated Amortization - Intangibles	(2,994,015)		(2,682,640)
10	Deferred Outflows - Pension Related	2,064,993.00		610,452
11	Total Assets & Deferred Outflows	112,775,477		99,742,476
	Liabilities			
12	Accounts Payable	3,696		10,064
12	Unearned Revenue	5,090		75,049
14	Deposits	68,000		83,000
15	Other Current Liabilities	180,382		201,463
16	Long-Term Liabilities	606,142		1,464,143
17	Net Pension Liability	3,635,864		459,338
18	Deferred Inflows - Pension & Leases	838,658		547,447
19	Total Liabilities & Deferred Inflows	 5,332,742		2,840,504
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20	Net Position			
21	Net Position - Beginning of Year	89,023,629		90,868,089
22	Distributions	(8,760,000)		(8,000,000)
23	YTD Net Revenues	27,179,105		14,033,883
24	Total Net Position	 107,442,734		96,901,972
25	Total Liabilities and Net Position	\$ 112,775,477	\$	99,742,476

Tri-Dam Project Statement of Revenues and Expenses



Month to Date for July 31, 2023

	TRI-DAM PROJECT	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1	Operating Revenues							
2	Power Sales	\$ 2,166,667	\$ 4,913,650	\$ 2,746,983	126.8%	\$ 2,450,134	\$ 2,463,516	100.5%
4	Headwater Benefit	30,000.00	30,000	-	0.0%	-	30,000	0.0%
5	Total Operating Revenues	2,196,667	4,943,650	2,746,983	125.1%	2,450,134	2,493,516	102%
6								
7	Operating Expenses							
8	Salaries and Wages	223,442	154,967	(68,475)	-30.6%	147,230	7,737	5.3%
9	Benefits and Overhead	148,567	156,169	7,602	5.1%	473,114	(316,945)	-67.0%
10	Operations	86,458	22,079	(64,379)	-74.5%	9,171	12,908	140.7%
11	Maintenance	139,157	62,563	(76,594)	-55.0%	29,605	32,958	111.3%
12	General & Administrative	265,892	180,148	(85,744)	-32.2%	431,188	(251,040)	-58.2%
13	Depreciation & Amortization	187,500	187,468	(32)	0.0%	160,211	27,257	17.0%
14	Total Operating Expenses	1,051,015	763,394	(287,621)	-27.4%	1,250,519	(487,125)	-39%
15								
16	Net Income From Operations	1,145,652	4,180,256	3,034,604	264.9%	1,199,615	2,980,641	248.5%
17								
18	Nonoperating Revenues (Expenses)							
19	Investment Earnings (Expenses)	11,083	23,576	12,493	112.7%	51,655	(28,079)	-54.4%
20	Lawsuit Settlement Proceeds	-	-	-	0.0%	1,550,500	(1,550,500)	-100.0%
21	Change in Market Value of Investments	-		-	0.0%	-	-	0.0%
22	Water Sales	16,667		(16,667)	-100.0%	-	-	0.0%
23	Rental Income	8,167	328	(7,839)	-96.0%	43,502	(43,174)	-99.2%
24	Gain/(Loss) on Asset Disposal	-	-	-	0.0%	8,850	(8,850)	-100.0%
25	Reimbursements/Govt Entities	20,000	29,841	9,841	49.2%	-	29,841	0.0%
26	Other Nonoperating Revenue	2,000	3,033	1,033	51.7%	2,340	693	29.6%
27	Total Nonoperating Revenues (Expenses)	57,917	56,778	(1,139)	-2.0%	1,656,847	(1,600,069)	-97%
28								
29	Net Revenues	\$ 1,203,568	\$ 4,237,034	\$ 3,033,466	252%	\$ 2,856,462	\$ 1,380,572	48.3%
30								



Tri-Dam Project Statement of Revenues and Expenses

Year to Date for the Period Ending July 31, 2023

		YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1	Operating Revenues							
2	Power Sales	\$ 15,166,667	\$ 31,904,563	\$ 16,737,896	110.4%	\$ 20,606,592	\$ 11,297,971	54.8%
3	Headwater Benefit	210,000	210,000	-	0.0%	180,000	30,000	16.7%
4	Total Operating Revenues	15,376,667	32,114,563	16,737,896	108.9%	20,786,592	11,327,971	54%
	Operating Expenses							
4	Salaries and Wages	223,442	1,160,470	937,028	419.4%	1,215,266	(54,796)	-4.5%
5	Benefits and Overhead	1,039,967	853,739	(186,228)	-17.9%	1,960,322	(1,106,583)	-56.4%
6	Operations	605,208	533,808	(71,400)	-11.8%	62,658	471,150	751.9%
7	Maintenance	974,097	381,348	(592,749)	-60.9%	281,833	99,515	35.3%
8	General & Administrative	1,861,242	1,403,012	(458,230)	-24.6%	2,062,807	(659,795)	-32.0%
9	Depreciation & Amortization	1,312,500	1,312,276	(224)	0.0%	1,186,319	125,957	10.6%
10	Total Operating Expenses	6,016,455	5,644,653	(371,802)	-6.2%	6,769,205	(1,124,552)	-17%
11	Net Income From Operations	9,360,212	26,469,910	17,109,698	182.8%	14,017,387	12,452,523	88.8%
12	Nonoperating Revenues (Expenses)							
13	Investment Earnings (Losses)	77,583	376,944	299,361	385.9%	(114,768)	491,712	-428.4%
14	Lawsuit Settlement Proceeds	-		-	0.0%	1,550,500	(1,550,500)	
14	Change in Market Value of Investments	-		-	0.0%		-	0.0%
15	Water Sales	116,667	100,000	(16,667)	-14.3%	83,000	17,000	20.5%
16	Rental Income	57,167	94,161	36,994	64.7%	56,831	37,330	65.7%
17	Gain/(Loss) on Asset Disposal	-	9,102	9,102	0.0%	18,900	(9,798)	-51.8%
18	Reimbursements/Govt Entities	140,000	110,640	(29,360)	-21.0%	96,591	14,049	14.5%
19	Other Nonoperating Revenue	14,000	18,348	4,348	31.1%	31,046	(12,698)	-40.9%
20	Total Nonoperating Revenues (Expenses)	405,417	709,195	303,778	74.9%	1,722,100	(1,012,905)	-59%
21	Net Revenues	\$ 9,765,628	\$ 27,179,105	\$ 17,413,477	178%	\$ 15,739,487	\$ 11,439,618	72.7%

Tri-Dam Project Capital Expenditures 2023 Amended Budget

	2023 Amended	2023 Actual	Remaining
Expenditure	Budget	Expenditures	Budget
Spare SS Transformer 480V-240V	5,000	Experiancia	5,000
Beardsley water tank	100,000	6,094	93,906
Equipment-Milling Machine	30,000	14,557	15,443
Equipment-Trucks (4) - 1 tons	495,000	384,927	110,073
Equipment-Replacement GM Vehicle	65,000	65,000	-
Upgrade SCADA RTU / RTAC/ RTU Migration	170,000	14,868	155,132
Goodwin Upgrade SCADA RTU / RTAC	25,000	14,000	25,000
Blk Crk Gate, Pole replacement, Antenna cable, conduit	,	18,937	(11,437)
Beardsley Dam Gate 1 Trunnion Pin Repair	100,000	10,001	100,000
Division Tower and Comm site install	400,000		400,000
O'Byrnes (Tulloch) Recreation Site	100,000	28,708	71,292
Tulloch skimmer Gate actuator	35,000	20,100	35,000
Tulloch Shoreline Erosion Project- Site #3	500,000		500,000
Tulloch Spillway	362,165	28,909	333,256
Tulloch Barge Removal	100,000		100,000
Electric Operators for shop doors	10,000		10,000
Donnells Solar Power	88,000		88,000
EGEN Replacement-Donnells	45,000		45,000
Beardsley Meters Upgrade	40,000		40,000
Tulloch Meters Upgrade	40,000		40,000
EGEN Replacement	30,000		30,000
Crane Scale-SF6Gas Scale	6,800		6,800
Equipment-Boat Motor-DDM	5,000		5,000
Equipment- Forklift for Strawberry	40,000	36,258	3,742
Equipment- Truck Replc F450 Intl Dump Truck	120,000		120,000
Donnells Gov. Upgrade to new Hardware	10,000	61	9,939
GM House Deck, Flooring and Exterior Improvements	20,000	56,593	(36,593)
Gov. Modernization change to Woodward	10,000	1,871	8,129
Donnells Log Booms	25,000	18,313	6,687
Cyberlock Project	50,000	103,221	(53,221)
Sonora Office Project (Purchase, Design & build)	125,000	1,302,961	(1,177,961)
FEMA 4N88 Site 1- Rock Slide	-	6,738	(6,738)
Digital Dynamometer	-	7,133	(7,133)
MCC Beardsley, Donnells & Tulloch	-	21,038	(21,038)
	3,159,465	2,116,187	2,256,148

Date: 9/21/2023 Staff: Genna Modrell

SUBJECT: Tri-Dam Project August Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of August Statement of Obligations

BACKGROUND AND/OR HISTORY:

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

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

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

August 1, 2023 to August 31, 2023

TRI-DAM PROJECT STATEMENT OF OBLIGATIONS Period Covered August 1, 2023 to August 31, 2023

One-Half Oakdale Irrigation District	\$ 852,689.14
One-Half South San Joaquin Irrigation Distict	\$ 852,689.15
Total Obligations	\$ 1,705,378.29

CERTIFICATION

OAKDALE IRRIGATION DISTRICT SOU

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 DI PRESIDENT,	STRICT	SOUTH SAN JOAQUIN PRESIDENT,	IRRIGATION DISTRICT
Thomas D. Orvis		Mike Weststeyn	
SECRETARY,		SECRETARY,	
Scot A. Moody	Date	Peter M. Rietkerk	Date

Project August Checks

Vendor

Check



Number	No	Vendor Name	Check Date	Description	Amount
A CIT	10010		0.0 /0.0 /0.0 0.0		51,000,20
ACH	10813	ACWA Joint Powers Insurance Authority	08/23/2023	Health Benefits	51,089.39
ACH	10183	Cal PERS S457 Plan	08/23/2023	EE Retirement Plan	1,743.41
ACH	10815	Cal PERS System	08/23/2023	EE/ER Retirement Plan	18,792.52
ACH	10811	IBEW	08/23/2023	EE Union Dues	1,264.66
ACH	10812	Nationwide Retirement Solution	08/23/2023	EE Retirement Plan	3,453.32
130194	10183	Cal PERS S457 Plan	08/03/2023	EE Retirement Plan	1,175.00
130195	10815	Cal PERS System	08/03/2023	EE/ER Retirement Plan	19,510.09
130196	10811	IBEW	08/03/2023	EE Union Dues EE Retirement Plan	1,264.66 3,466.80
130197	10812	Nationwide Retirement Solution	08/03/2023		4,600.00
130198 130199	11475	Alley Tree & Landscape	08/03/2023 08/03/2023	Day Use Maintenance/Janitorial	210.51
	11457	AT&T - CalNet			150.00
130200	11086	Benefit Resource, LLC	08/03/2023	Battarias for DBU BBU TBU Dontoon & 21.1 Brake Cleaner DEE	2,056.24
130201	11459	C & R Royal SVC, Inc.	08/03/2023	Batteries for DPH, BPH, TPH, Pontoon & 21-1, Brake Cleaner, DEF	641.83
130202 130203	11010 10184	Calaveras County Water District Clark Pest Control of Stockton Inc.	08/03/2023		160.00
130203	10184	Data Path, Inc.	08/03/2023 08/03/2023	Network Support	3,194.75
130204	10933	Del Oro Water Co. Inc.		Network Support	776.49
			08/03/2023	Annual Subscription Web Development	6,420.00
130206	11479	Digital Deployment, Inc., DBA Streamline		Annual Subscription, Web Development	9,433.20
130207	10250	Downey Brand Attorneys LLP.	08/03/2023	Tulloch Litigation & New Building Purchase	234.48
130208	11233	Fibrobec, Inc.	08/03/2023		234.48 395.60
130209	10320	General Supply Co. Grainger Inc. W. W.	08/03/2023		15.10
130210	10333	-	08/03/2023		290.46
130211	10938	Great America Financial Svcs.	08/03/2023		196.62
130212	11049	Hunt & Sons, Inc.	08/03/2023		965.58
130213	11430	Landrum, Inc.	08/03/2023		
130214	10004	LK Lehman Trucking Inc.	08/03/2023		176.96 847.95
130215 130216	10879	Lowe's M C I	08/03/2023		28.94
130210	10428 10439		08/03/2023		312.57
		McMaster-Carr Supply Co.	08/03/2023	Stool various projects	2,964.08
130218	10454	Modesto Steel Co.	08/03/2023	Steel - various projects	463.75
130219	10466	Mountain Oasis Water Systems & Btl Co L			403.7 <i>3</i> 98.96
130220 130221	11353	Nates Saw and Mower, LLC Hydra Pro	08/03/2023	Janitorial Services for June/July	1,400.00
130221	11396	-	08/03/2023	Water Rights	9,480.00
130222	11343 11004	Tim O'Laughlin, PLC Pacific Gas & Electric	08/03/2023 08/03/2023	water Rights	165.74
130223	11004	Pacific Gas & Electric		Utilities	3,420.88
130224	11438	Pacific Gas & Electric	08/03/2023	Oundes	65.37
130225	10514	Pacific Gas & Electric Co.	08/03/2023 08/03/2023	Utilities	8,342.61
130220	10514	Provost & Pritchard	08/03/2023	Beardsley Spillway Rockfall & Tulloch Spillway Ph 2	54,691.75
130227	10933	Smile Business Products	08/03/2023	Beardshey Spiniway Rockian & Funden Spiniway Fir 2	187.64
130228	10933	Sonora Rentals & Sales	08/03/2023		662.29
130229	10749	UPS	08/03/2023		152.60
130230	10749	Watermark Engineering Inc.	08/03/2023	Streamgaging	6,250.00
130231	11475	Alley Tree & Landscape	08/09/2023	Landscape maintenance - New Building	2,500.00
130232	11473	Alliant Insurance Services Inc.	08/09/2023	Commercial Property Insurance	726,803.39
130233 130234	11413	Archer Energy Solutions, LLC	08/09/2023	Cybersecurity Audit	4,160.00
		AT&T Teleconference Services		Cybersecurity Addit	2.82
130235	10866		08/09/2023		2.82 96.53
130236	10084	Banks Glass	08/09/2023		96.55 226.29
130237 130238	10154	Calaveras Telephone Co.	08/09/2023	Tulloch Portormance Danceit Defund	3,000.00
	11364	Paul Friant	08/09/2023	Tulloch Performance Deposit Refund	
130239	10320	General Supply Co.	08/09/2023		16.08 95.84
130240	11049	Hunt & Sons, Inc.	08/09/2023	Utilities	95.84 1,166.42
130241	11489	JS West Propane Gas	08/09/2023		
130242	11397	K.W. Emerson, Inc.	08/09/2023	Tulloch Day Use	20,923.52
130243	10513	Pacific Gas & Elec - Non Util	08/09/2023		168.28

130244	11488	Robert Half Inc.	08/09/2023	Temp. A
130245	11473	Staples	08/09/2023	
130246	10776	Waste Mgmt of Cal Sierra Inc.	08/09/2023	
130247	10043	American Textile & Supply, Inc.	08/16/2023	
130248	11428	Boutin Jones Inc.	08/16/2023	
130249	10986	Cal-Waste Recovery Systems, LLC	08/16/2023	
130250	10184	Clark Pest Control of Stockton Inc.	08/16/2023	
130251	10185	Clark Pest Control of Stockton Inc.	08/16/2023	
130252	10935	Data Path, Inc.	08/16/2023	Ruckus p
130252	10294	FISHBIO	08/16/2023	F
130254	11379	Foust Heat Air Refrigeration	08/16/2023	
130255	10347	HDR Engineering Inc.	08/16/2023	
130256	10399	JS West Propane Gas	08/16/2023	
130257	11430	Landrum, Inc.	08/16/2023	
130258	11165	Donald Larson	08/16/2023	El
130259	10428	MCI	08/16/2023	
130260	10500	OID ~ Routine	08/16/2023	Project Fin
130261	11472	Pacific Gas & Electric	08/16/2023	
130262	10536	Pitney Bowes Purchase Power Inc.	08/16/2023	
130263	10575	Rocky Mountain Power Services Inc.	08/16/2023	Exciter / Rea
130264	10618	Sierra Motors	08/16/2023	
130265	10641	Sonora Airco Gas & Gear	08/16/2023	
130266	11005	Sonora Lumber Company	08/16/2023	Lumber, Screws, Jigs
130267	10749	UPS	08/16/2023	
130268	11478	Upstream PBC	08/16/2023	Hy
130269	11205	Jordan Wylie	08/16/2023	El
130270	11443	American Crane Rental, Inc.	08/24/2023	Re
130271	11457	AT&T - CalNet	08/24/2023	
130272	11392	Ben Brady	08/24/2023	EF
130273	11459	C & R Royal SVC, Inc.	08/24/2023	
130274	10184	Clark Pest Control of Stockton Inc.	08/24/2023	
130275	10192	Columbia Comms. Inc ~ Radio	08/24/2023	Tullash I it
130276	10250	Downey Brand Attorneys LLP.	08/24/2023	Tulloch Lit
130277	11379	Foust Heat Air Refrigeration	08/24/2023	
130278	10320	General Supply Co.	08/24/2023	Cumi
130279	11487	Geobrugg North America, LLC Landrum, Inc.	08/24/2023	Suppl
130280 130281	11430 10004	LK Lehman Trucking Inc.	08/24/2023 08/24/2023	
130281	10004	McMaster-Carr Supply Co.	08/24/2023	
130282	11464	Susan Muston-Bohbot	08/24/2023	Tulloch
130283	11404	Nor Cal Fire, Inc.	08/24/2023	Annual Trai
130285	11004	Pacific Gas & Electric	08/24/2023	
130286	11011	Pacific Gas & Electric	08/24/2023	
130287	11438	Pacific Gas & Electric	08/24/2023	
130288	10514	Pacific Gas & Electric Co.	08/24/2023	
130289	11050	Nicholas Payne	08/24/2023	EI
130290	11488	Robert Half Inc.	08/24/2023	Temp. Acco
130291	10942	Gary Sawyer	08/24/2023	EE Rei
130292	10632	Slakey Brothers Inc.	08/24/2023	
130293	10649	Sonora Rentals & Sales	08/24/2023	
130294	10679	Stiles Truck Body & Equip. Inc.	08/24/2023	Transfer ut
130295	10068	AT&T Corp - Data Link	08/29/2023	
130296	10227	Del Oro Water Co. Inc.	08/29/2023	
130297	10333	Grainger Inc. W. W.	08/29/2023	
130298	11049	Hunt & Sons, Inc.	08/29/2023	
130299	11397	K.W. Emerson, Inc.	08/29/2023	Tul
130300	10439	McMaster-Carr Supply Co.	08/29/2023	
130301	10454	Modesto Steel Co.	08/29/2023	Support Beams/m
130302	11414	Provost & Pritchard	08/29/2023	Contr
130303	10618	Sierra Motors	08/29/2023	
130304	10749	UPS	08/29/2023	
130305	10891	Wagner & Bonsignore Consulting Civil En	•	
130306	11212	Doug's Dockworks	08/29/2023	Tul
20230005	11435	VISA	08/08/2023	Airfare/training, diagnost
20230006	11474	UpYurts Fodoral Energy Reg. Commission	08/22/2023	Beardsley
20230007	10289	Federal Energy Reg. Commission	08/22/2023	

Temp. Accounting Support w/e 8/4/23	2,773.00
	827.76
	658.70
	903.41
	522.50
	29.37
	262.00
	123.00
Ruckus ports, bracade switches/ modules	6,133.21
Fish Studies	22,770.36
T ish Studies	840.50
SPCC Plan Update	4,156.31
Si ee i iai opuae	28.77
	562.09
EE Travel Reimbursement	776.28
	27.95
Project Finance/Admin Reimbursement July	4,854.16
	490.46
	20.00
Exciter / Reactive Capability Testing - Tulloch	19,006.98
g	165.93
	25.95
umber, Screws, Jigsaw blades, Isopropryl Alcohol, Respirators	2,277.72
	34.66
Hydro Forecast Subscription	7,500.00
EE Travel Reimbursement	577.01
Reset bridge below spillway	27,497.50
	229.34
EE Reimbursement - Boots	246.68
	483.36
	80.00
	123.33
Tulloch Litigation & New Building Purchase	1,520.59
	358.75
	194.28
Supplies for Rockfall Stabilization	4,615.29
	73.77
	150.15
	71.61
Tulloch Performance Deposit Refund	3,000.00
Annual Training and Fire Ext. Reconditioning	4,117.40
	721.10
Utilities	3,210.29
	66.39
Utilities	8,210.11
EE Travel Reimbursement	360.09
Temp. Accounting Support w/e 8/11 & 8/18/23	7,729.00
EE Reimbursement - Safety Glasses	400.00
	462.25
	228.50
Transfer utility body to new electrician Truck	7,201.29
	296.62
	767.50
	590.16
Fuel	6,238.61
Tulloch Day Use - Retention	72,639.46
	425.69
Support Beams/materials for Bearsley Water Tower Roof	3,900.17
Contract Admin Support Services	53,891.14
	129.90
	48.87 123.18
Tulloch Compliance Exposes	123.18
Tulloch Compliance Expense re/training, diagnostic renewal, printer/RTU, seatcovers/ floor liners	6,813.60 6,145.48
Beardsley Water Tank Roof Final payment	6,057.55
Administrative Fees	109,284.60
	107,201.00

Report Total: \$ 1,395,423.65

Tri Dam Project Statement of Obligations

Period Covered From To August 1, 2023 to August 31, 2023

				<u>No. Chks.</u>	<u>Amount</u>
Vendor Check Register Report (Please see attached Check Listing)				121	\$1,395,423.65
Payrolls - Net Ch	arges				
Pay Date	Type	Pay	yroll Amount		
3-Aug-23	Payroll	\$	100,053.78		
17-Aug-23	Payroll	\$	102,463.05		
31-Aug-23	Payroll	\$	107,437.81		
Total Net Payroll		\$	309,954.64		\$ 309,954.64
Total Disbursem	ents for the Period				 \$1,705,378.29
Distribution Betw					
Oakdale Irrigation	District				\$ 852,689.14
South San Joaqui	n Irrigation District				\$ 852,689.15
Total Districts					\$ 1,705,378.29

Date: 9/21/2023 Staff: Genna Modrell

SUBJECT: APPROVE RENEWAL OF ANTHEM MEDICAL PLAN INSURANCE COVERAGE EFFECTIVE JANUARY 1, 2024

RECOMMENDED ACTION: Approve Renewal of Anthem Classic PPO Medical Insurance Coverage Effective January 1, 2024

BACKGROUND AND/OR HISTORY:

As a member of ACWA, Tri-Dam is able to take advantage of the negotiated group rates for health benefit coverage through the Joint Powers Insurance Agency (JPIA).

Tri-Dam's medical coverage through ACWA JPIA will renew on January 1, 2024. The coverage period is January 1, 2024 through December 31, 2024. Policy year 2024 Anthem PPO pricing reflects a 12% increase compared to 2023. The plan premiums are below:

	Employee	Employee <u>+One</u>	<u>Family</u>				
ACWA JPIA 2024 renewal monthly rates	\$943.63	\$1,887.26	\$2,500.62				
FISCAL IMPACT: Increase of 12% compared to 2023							
ATTACHMENTS: ACWA JPIA 2024 Anthem Medical Rates							
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)							

ACWA/JPIA 2024 Medical Plan Rates

OTHER NORTHERN CALIFORNIA

Alpine, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Plumas, San Benito, Shasta, Sierra, Siskiyou, Stanislaus, Tehama, Trinity & Tuolumne Counties

		Standard Rates				ployee Cost	:	Employer Cost					
Anthem Blue Cross	Single	Two-Party	Family	Single	Т	wo-Party	Family		Single	Two-Party	Family		
Classic PPO	\$ 943.63	\$ 1,887.26	\$ 2,500.62	\$-	\$	188.73	\$ 311.40	\$	943.63	\$ 1,698.53	\$ 2,189.22		
Advantage PPO	\$ 830.40	\$ 1,660.80	\$ 2,200.56										
Consumer Driven Health Plan (CDHP)	\$ 754.90	\$ 1,509.80	\$ 2,000.49										
CalCare HMO	\$ 1,330.74	\$ 2,661.48	\$ 3,526.45										
Value HMO	\$ 1,225.32	\$ 2,450.64	\$ 3,247.10										

		Standard Rate	s			Employee Cost			Employer Cost				
Kaiser North	Single	Two-Party		Family		Single	Two-Party	Family	Single	Two-Party	Family		
HMO with Chiro	\$ 917.60	\$ 1,835.20	\$	2,550.93	ſ								
HMO with Chiro & Optical	\$ 933.82	\$ 1,867.64	\$	2,596.01	Ē								
Value HMO with Chiro	\$ 848.29	\$ 1,696.59	\$	2,358.25	ſ								
Consumer Driven Health Plan	\$ 702.55	\$ 1,405.11	\$	1,953.10	ſ								
Senior Advantage with Chiro	\$ 293.27	\$ 586.54	\$	1,347.12									
United Healthcare	Single	Two-Party		Family		Single	Two-Party	Family	Single	Two-Party	Family		
Medicare Advantage PPO	\$ 412.45	\$ 824.90	\$	1,237.35									

Date: 9/21/2023 Staff: Genna Modrell

SUBJECT: APPROVE RENEWAL OF DELTA DENTAL PLAN INSURANCE COVERAGE EFFECTIVE JANUARY 1, 2024

RECOMMENDED ACTION: Approve Renewal of Delta Dental Plan Insurance Coverage Effective January 1, 2024

BACKGROUND AND/OR HISTORY:

Tri-Dam's dental insurance coverage (Delta Dental) through ACWA JPIA will renew on January 1, 2024. The coverage period is January 1, 2024 through December 31, 2024. There have been no premium increases since 2015. The plan premiums are:

	<u>Employee</u>	Employee <u>+One</u>	<u>Family</u>				
ACWA JPIA 2024 renewal monthly rates	\$31.20	\$60.16	\$97.81				
FISCAL IMPACT: No change compared to 202	23						
ATTACHMENTS: None							
Board Motion:							
Motion by: S	econd 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)							

ACWA/JPIA 2024 Delta Dental PPO Rates Use Member Agency Filter to select District Dental Options and use instructions at the bottom to complete form. Only complete for your district. If you have any questions email benefits@acwajpia.com to ask.

							E	Employee Co	ost	E	mployer Co	st
Member Agency	Plan Type	Group	Division	Single	Two-Party	Family	Single	2-Party	Family	Single	2-Party	Family
Tri-Dam Project	PPO	399	1001	31.20	60.16	97.81	\$-	\$ -	\$ -	\$ 31.20	\$ 60.16	\$ 97.81

Date: 9/21/2023 Staff: Genna Modrell

SUBJECT: APPROVE RENEWAL OF VISION SERVICE PLAN INSURANCE COVERAGE EFFECTIVE JANUARY 1, 2024

RECOMMENDED ACTION: Approve Renewal of Vision Service Plan Insurance Coverage Effective January 1, 2024

BACKGROUND AND/OR HISTORY:

Tri-Dam's vision insurance coverage (Vision Service Plan) through ACWA JPIA will renew on January 1, 2024. The coverage period is January 1, 2024 through December 31, 2024. There have been no premium increases since 2013. The plan premiums are:

ACWA JPIA 2024 renewal monthly rates	<u>Employee</u> \$28.65	Employee <u>+One</u> \$28.65	<u>Family</u> \$28.65				
FISCAL IMPACT: No change compared to 20 ATTACHMENTS: None	023						
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)							

ACWA/JPIA 2024 Vision Service Plan (VSP) Rates

Use Member Agency Filter to select District Vision Option and use instructions at the bottom to complete form. Only complete for your district. If you have any questions email benefits@acwajpia.com to ask.

	Group Number	Division						Em	ployee C	ost			Ę	imployer C	ost	
Member Agency	Group Number	DIVISION	Single	Т	wo-Party	Family	Single	e T	wo-Party	y	Fami	ly	Single	Two-Part	y F	amily
Tri-Dam Project	22	4005	\$ 28.65	\$	28.65	\$ 28.65	\$ -	0,	-	\$) -		\$ 28.65	\$ 28.65	, \$	28.65

Date: 9/21/23 Staff: Summer Nicotero

SUBJECT: Application #2023-28, Variance Request from the Shoreline Management Plan for a Private Facility located within the Poker Flat to extend beyond the 40 ft maximum distance from the 510' elevation contour. Property is located within the Poker Flats Subdivision at 524 Thomson Lane, Copperopolis, CA 95228, APN 064-035-003.

RECOMMENDED ACTION: Discussion and possible action on variance application.

BACKGROUND AND/OR HISTORY:

The Shoreline Management Plan (SMP), a part of Tri-Dam's FERC license states that, "requests for variances from these guidelines will be considered on a case-by-case basis subject to demonstration that the proposed variance results from a physical constraint or other limitation which results in a substantial hardship to the applicant if imposed. Furthermore, it must be demonstrated that approval of the variance would not conflict with any other standard or create conflicts with adjoining properties or other reservoir use."

The SMP also states that, "applicants may be required to redesign or otherwise alter their proposals in order for the shoreline development project to be approved." These provisions were intended to ensure that variances were the rare exception and granted on an extremely limited basis. Consistent with the SMP and legal provisions, in July 2019, the Board affirmed the procedure for variance requests. Variance applications must include the submittal of an application, plans and narrative description to provide justification of the hardships that exist and explanation of alternatives considered. All variance requests require action by the Board.

Attached is the variance request submittal. This project involves a request to construct a new singlefamily residence on a currently vacant lot in the Poker Flat Subdivision. The entire width of the parcel was excavated many years ago, without a Tri-Dam Project issued permit, significantly changing the historical and natural 510' elevation contour, and creating a new one. A FERC issued letter dated February 2, 1979, authorized the Heart Federal Savings and Loan Association, "to develop and sell lands within the Lake Tulloch Shores Subdivision" and discusses how this development "would include extending certain residential structures below the 515-foot contour."

This project intends to construct a shotcrete soil nail retaining wall to stabilize the existing upper cut bank and construct 14 poured in place concrete footings on the lakebed (in the dry) with poured concrete columns rising from the footings to above the water line. In addition, a concrete footing will be constructed adjacent to the upper cut slope. Following this, a house will be constructed on the foundations and a floating dock will be attached to the columns beneath the house, The foundation work is planned to take place during the annual drawdown of Tulloch Reservoir between the months of October 2023 and March 2024.

This purposed variance is to 1) allow the limits of construction for a proposed two-level house to extend up to 48' from the existing 510' elevation contour line. 2) Allow a future boat dock to be constructed under the proposed house and extend up to 46' from the existing 510' elevation contour

line. 3) Allow the construction of a dock access platform (189 sq. ft.) with a surface at 512.5' +/- to extend up to 48' from the existing 510' elevation contour line.

Section 4.3.3 of the current SMP states that "1) All facilities shall be designed to ensure that the facilities are located as close to the shoreline as possible, and shall not extend more than 40 ft from the reservoir NMWSE" (510' elevation contour). "An owner may apply for a facility that extends further than 40 ft if it can be demonstrated that the 40-ft restriction would make the facility unfeasible given environmental considerations such as topography or terrain. In addition, it must be demonstrated that the facility would not obstruct or interfere with the access of adjacent parcels and public lake use." The design of this residence has gone through many revisions to get to its current rendition where the furthermost point of the structure does not extend more that 40' from the estimated 'historical' 510' elevation contour, based on survey data of surrounding properties. The proposed site plan overlayed on current satellite imagery, shows that this structure would not extend out into the reservoir more so than the previously approved and/or grandfathered facilities that surround it.

FISCAL IMPACT: None

ATTACHMENTS: Variance submittal, including exhibits and photographs.

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)

Timpano Variance request

Owners:	Joel & Lisa Timpano
	321 Palm Ave,
	Milbrae, Ca. 94030
	Ph 650.589.3996

Site Information

Address:	524 Thomson Ln, Copperopolis
APN:	064-035-003-000
Legal Desc:	Lot 62, Poker Flat, 4 sub 14
Area:	0.16 ac
Zoning:	R1
Date:	9/5/23

Site description

The site is comprised of a narrow strip of land between Thompson Ln and the water which drops steeply from the road to the 510' line within approximately 18' of the front property line. The 515' line is located in the road right of way, above the front property line.

The entire width of the parcel was excavated in the past (no Tridam permit or records available) to create two large benches, the lower one at approximately 503' and the upper bench at approximately 510'. There are two near vertical cut banks, each 10'-12' tall, that comprise these benches. It is estimated that this excavation was done in the late 1970's.

There are no existing structures or docks on the property. The site is served by public water and sewer and PG&E power.

A topographic survey of the site was performed by David Ragland, PLS/CE and has been augmented by Land & Structure. The survey delineates the property lines, building setbacks, topography, 510' line and 515' line.

The 7.5' drainage and public utility easement that is shown on the side property lines on the record map is in the process of being abandoned through Calaveras County.

This property is located in a 5 mph cove area that is approximately 300' wide, shoreline to shoreline.

Surveying has been done on the parcels adjacent to this parcel and historical aerial images have been reviewed to provide a representation of where the historical 510' line would have been on this parcel, prior to the unpermitted dig-out.

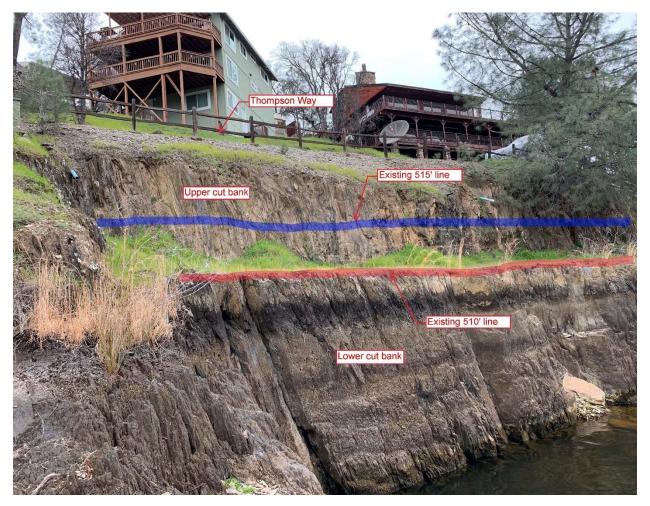


Image of existing site

Aerial image of existing site



Proposed Project Description

The proposed project consists of a single family dwelling comprising 3 bedrooms, 3 bathrooms, 2 half bathrooms, living, kitchen, dining, two car garage, utility room contained on two stories. The main floor is accessed from street level at approximately 532' and the lower floor is at approximately 522'.

The house is proposed to be built out over the water on 11 concrete piers that will have foundations in the lakebed and columns rising out of the water supporting steel beams on which the house will be constructed.

Each floor level has a deck of approximately 350 sq ft facing the lake and the lower floor deck has a stair that accesses a platform at 512.5' which then accesses a proposed future boat dock located under the house. The future boat dock will be anchored to the columns that support the house with slides that allow for vertical movement.

A geotechnical consultant has reviewed the site and the proposed house design and has recommended the stabilization of the upper cut slope with a soil nail retaining wall. This will be integrated with a portion

of the house foundation to tie the house into the hillside and provide lateral stability. The soil nail wall is approximately 10 - 12' tall and extends the full width of the property along the cut slope that is near the 515' line.

Sewer piping located under the house will be protected per code requirements to reduce the risk of spills. The piping will run to a pump tank located next to the soil nail retaining wall. The tank will be inside the Tridam jurisdiction but will sit at approximately 515.5'. The tank will pump to the public sewer and will also be installed with leak protections per code requirements.

The lower dock access platform (at approx. 512.5') will be supported by four concrete columns separate from the house supports. This platform allows for the stairway landing from the house and gangway attachment to access the dock.

The project does include excavation associated with the foundation construction but does not include any further 'dig-out' for the dock.

Due to some miscommunications, the house was originally designed to extend almost to the Pier Head Line (PHL) which is shown on the Subdivision Map, which is approximately 50' from the existing 510' line. During the Tridam permit application process it was discovered that the PHL is not recognized by Tridam and that a variance would be required to extend beyond 40' from the existing 510'.

Following the survey that was done to establish the historical location of the 510', two feet was removed from the house decks so that they would fit within the 40' offset of the historical 510'.



Image of proposed project

Current permitting Status

During the past months, the following permits have been processed:

- 1. Calaveras County pending Tridam approval
- 2. Army Corps of Engineers approved
- 3. State Dept Fish & Wildlife approved
- 4. State Waterboard approved
- 5. Regional Water Quality Control Board approved.

Variance request

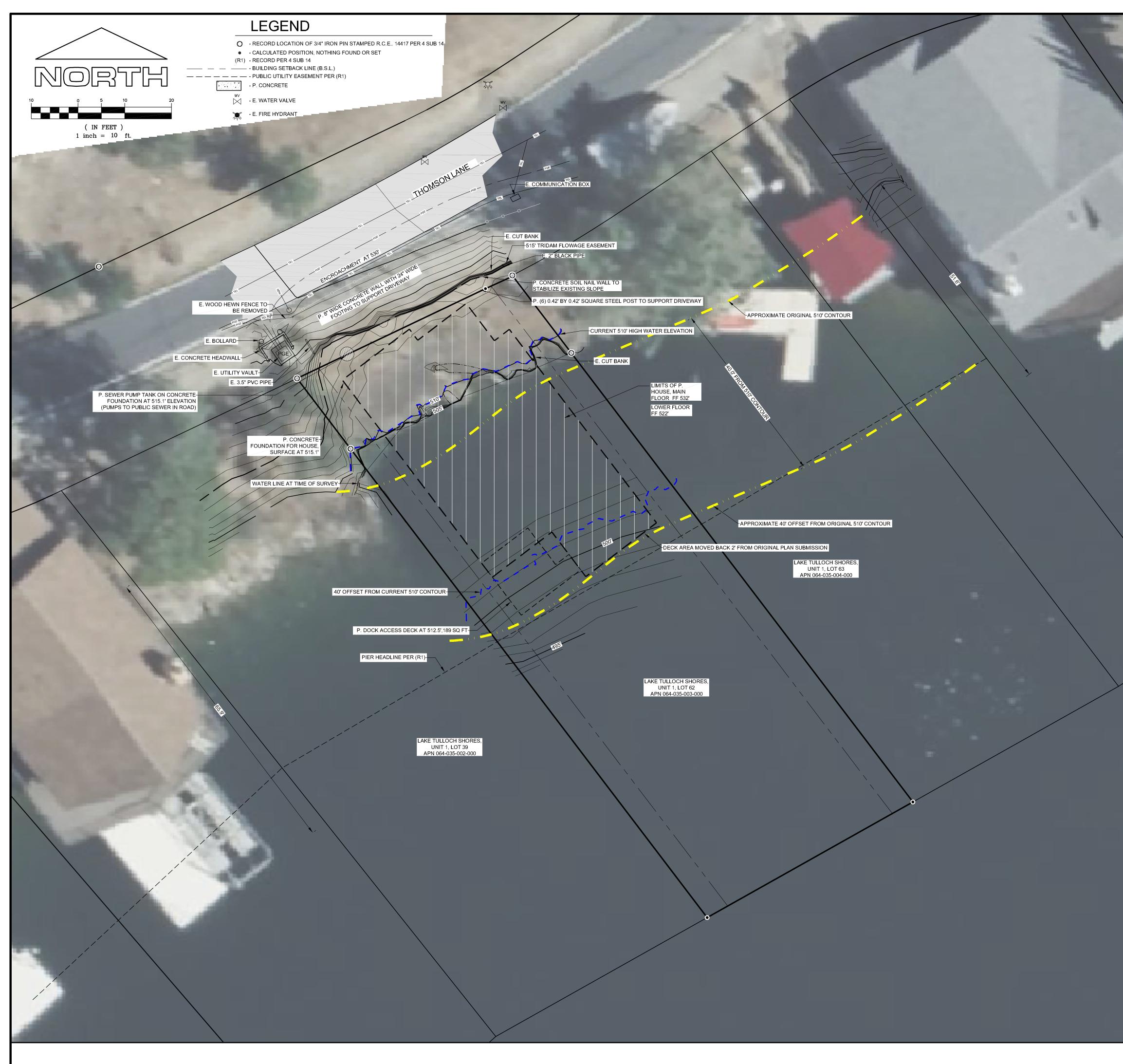
- 1. Allow the limits of construction for a proposed two level house to extend up to 48' from the existing 510' line at 524 Thomson Ln.
- 2. Allow a future boat dock to be constructed under the proposed house and extend up to 46' from the existing 510' (within the footprint of the house above).
- 3. Allow the construction of a dock access platform (189 sq ft) with a surface at 512.5' +/- to extend up to 48' from the existing 510'.

Hardship description

- If this site had not been excavated in the past without a permit, the natural 510' line would have been further out in the lake than where it is now. The 40' offset from the historical 510' would also be further out in the lake, allowing the construction limits to extend further into the lake. The previous unpermitted excavation of this property has reduced the buildable limits of the parcel to be less than those of the adjacent parcels and placed a greater burden on the design.
- 2. If a future house was to be built on the vacant parcel to the West of the project, it's building limit would be based on the natural, historic 510' which would then match the proposed variance for this project.
- 3. There is no roadside parking on Thomson Lane so this project is providing a driveway that can park two cars and a garage that can park two cars. The provision of this parking space contributes to the restriction of the buildable space within the 40' offset.
- 4. Other properties that have been developed to the East and West of this property have improvements extending beyond the 40' offset of the 510'. This proposed project would not be out of character with adjoining properties.

Attachments

- 1. Tridam site plan
- 2. Tridam variance application exhibit
- 3. House floor plans and elevations
- 4. House 3-D rendering



	Displaying Situation Displaying Situation Displaying Situation Displaying Image: S
	REVISIONS:
	rev date description
	•
	OWNER INFORMATION: JOEL TIMPANO 321 PALM AVE MILLBRAE, CA 94030 Ph (650) 589-3996
	SITE INFORMATION: APN 064-035-003 524 THOMSON LANE COPPEROPOLIS, CA 95228-9455
	PROJECT INFORMATION:
	LANE LANE S, CA 95228
	A SITE PLAN FOR: JOEL TIMPANO 524 THOMSON LANE COPPEROPOLIS, CA Ph (650) 589-3996
	ENGINEER OF RECORD:
	No 69194 No 69194 EXPL 06/30/24 No 69194 Development with the engineer and shall not be used on any other work except by agreement with the engineer Written dimensions shall take preference over scaled dimensions and shall be verified on site. Any discrepancy shall be brought to the
	ISSUE DATE: 09/06/2023
	DRAWN BY: TAH/MBG
	CHECKED BY: ZPG
	SCALE: 1"= 10'
	DRAWING: SITE PLAN
	PROJECT NO:22-06.17SHEET:OF:
SITE PLAN	1 1

Date: 9/21/2023 Staff: Summer Nicotero

SUBJECT: Tulloch Cottage Air Conditioner Replacement

RECOMMENDED ACTION: Discussion and possible action to authorize the replacement of Tulloch Cottage 2 ducted air conditioner with a ductless mini-split, to include a capital budget amendment authorization.

BACKGROUND AND/OR HISTORY:

Tulloch Cottage 2 (Yellow House) air conditioner is out of service. We called a local AC repair company to quote repair and they told us that the unit is beyond its usable life and were unable to acquire parts (manufacture date is 1996 based on BDP Serial #). We would like to completely decommission the current installation (except power feeds and disconnects) and replace with a Ductless Mini Split.

FISCAL IMPACT: Unbudgeted

ATTACHMENTS:	Foust quote	\$18,230
	J	\$28,880
	Comfort Experts quote	\$37,200

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)





PO Box 413 Columbia, CA 95310 209-588-0207 Lic #841677

ALL ESTIMATE ARE \$125.00 DUE AND PAYABLE AT TIME OF SERVICE. IF YOU ACCEPTED OUR ESTIMATE \$125.00 WILL BE CREDITED TO YOUR ACCOUNT.

Estimate

 Date
 Estimate #

 8/17/2023
 2113-554

Name / Address	Install At	WARRANTY LABOR 1 YEAR
Tri-Dam 13852 Tulloch Dam Rd Jamestown, CA 95327	Tri-Dam 13852 Tulloch Dam Rd Jamestown, CA 95327	PARTS 10 YEAR HEAT EXCHANGER LIFETIME

ALL PAYMENTS MADE BY CREDIT CARD WILL BE CHARGED A 3% FEE- ESTIMATES ARE NOT ACCEPTED UNTIL WE RECEIVE A SIGNED COPY AND THE REQUIRED 10% DEPOSIT.

We hereby submit specification and estimates, subject to all terms and conditions as set forth on both sides, as follows: If customer cancels after estimate is signed there will be a 25% administrative fee deducted

Description	Qty	Rate	Total
SUPPLY AND INSTALL (1) NEW DUCTLESS MINI SPLIT SYSTEM INSTALL (1) 18,000 BTU HI WALL IN MAIN LIVING AREA INSTALL 9,000 BTU HI WALL IN EACH OF THE BEDROOMS (TOTAL OF 0F 3) USE EXISTING POWER FROM OLD PACKAGE UNIT INSTALL LINESET,LINESET CHANNEL AND DRAIN LINES TEST RUN NEW SYSTEM HAUL OLD UNIT M#38MGRQ36D3 Equipment Labor - Install (Prevailing Wage)		10,730.00 7,500.00	10,730.00 7,500.00
We propose hereby to furnish material and labor complete in accordance with the specifications and sum total.	above	Total	\$18,230.00

Note: This estimate may be withdrawn by us if not accepted within 30 days.

	GATEWOOD HEATING & AIR INC. P.0. BOX 4676 Sonora, CA 95370 Lic. #961679 PHONE (209) 532 -1473 FAX (209) 532 - 6825						
PROPOSAL SUBMIT Tri-Dam Project STREET 13852 Tulloch Rd. CITY, STATE & ZIP (Jamestown, CA 95327	209-743-2720 <u>JOB NA</u> Fujitsu	DATE 8/14/2023 ME OCATION					
 Remove and dispose Install new Fujitsu A Install 1 new Fujitsu Install 3 new Fujitsu Run all new copper Install new 220V fu Set outdoor unit on 	ajitsu 3.5-ton multi-zone ductless heat p e of existing package unit and ductwork. AOU45RLXFZ, 3.5-ton, 19-SEER, 220V, ASUH24LPAS, 2-ton, indoor wall mount ASUH09LPAS, ¾-ton, indoor wall mount refrigerant lines, PVC condensates, and 1 sible service disconnect and connect to connew prefabricated condenser pad. eanup and system startup/operations check on prevailing wages.	, outdoor heat pump con nted unit with wireless r inted unit with wireless r 14/4 control wire. Cover ondenser with liquid tigh	denser. emote control (living/kitchen). remote controls (3 bedrooms). all outside lines with hat channel.				
	QUOTE: \$	\$28,880.00					
	uilding permit/3 rd party HERS verificatio n comes with a 1 year 100% parts and						
Payment to be made as f 10% down, 100% upon o *Credit Card fee 2% ove	completion.						
We may withdraw this p	Authorized Signature:						
authorized to do the w	I – The above prices, specifications and co ork as specified. Payment will be made as ject to a 1.5% SERVICE FEE per month.	s outlined above. All bal					
Signature:	Signature:		Date:				

COMFORT EXPERTS	SERVICE DATE	Aug 30, 2023 Upon receipt	
	AMOUNT DUE	\$	37,200.00
Comfort Experts Heating and Air			
GARY SAWYER	CONTACT US		
13852 Tulloch Rd	PO box 1225		
Jamestown, CA 95327	Oakdale, CA 953	361	
L (209) 743-2720	 【 (209) 571-90 ™ mycomfortex 	00 perts@aol.com	
INVOICE			
Services	qty	unit price	amount
Custom Quote	1.0	\$37,200.00	\$37,200.00

INVOICE

Gree Unit

1) Mini Split System with 3 head units mounted inside bedrooms. \$19,950

1) Mini Split System with 2 head units mounted inside living and dining room. \$17,250

Brand new line set for each unit (5) total

Removal of existing equipment and debris

Service Agreement:

- first 2 years of service included with systems

- 4) tune ups total: two in the spring & two in the fall

Warranty:

- 10 years full parts and labor (see warranty)

- 10 year compressor guarantee

- 10 year condenser coil guarantee

Total

\$37,200.00

#18443

Thank you for being a loyal customer, we look forward to serving you in the future.

Date: 09/21/2023 Staff: Summer Nicotero

SUBJECT: 70 Horse Power Lowe Boat Motor Replacement

RECOMMENDED ACTION: Discussion and possible action to approve the purchase of a 4 stroke Lowe Boat Motor, to include a capital budget amendment authorization.

BACKGROUND AND/OR HISTORY:

The Lowe Boat primary function is pulling. Mostly pulling debris like logs to shore, so they can be cut and removed, or log booms either on new installations like Goodwin or opening the booms in the spring to let debris pass through the spillway.

This year while reconnecting the Beardsley log booms the Lowe's 2 Stroke, 1997, 70 horse power motor failed. During diagnostics at our shop a small hole was discovered in the block indicating substantial internal failure. It's our determination that it is damaged beyond repair.

FISCAL IMPACT: Budgeted \$11,190.92 in Expense, Move to Capital

ATTACHMENTS:	Wrights Motors Marine	\$11,190.92
	RMI Outdoors	\$11,242.86
	Boat Specialists	\$11,667.86

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)



Genna Modrell

From:	Richard Wright <wrightmotorsmarine@sbcglobal.net></wrightmotorsmarine@sbcglobal.net>
Sent:	Wednesday, August 2, 2023 2:29 PM
То:	Alex Flud
Subject:	Yamaha Outboard Quote

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Hello Alex,

Below is the quote for the 70 hp. Yamaha outboard we talked about. Please let me know if you have any questions.

1- Yamaha F70 LA		8625.00
1- Binnacle Control Box		350.00
1- Main Wiring Harness		150.00
1- Ignition Switch Kit		179.00
1- Aluminum Propeller		185.00
2- Shift / Throttle Cables	55.00 ea. 110.00	
		9599.00
	Sales tax	791.92
	Labor / Installation	800.00
	Total	11,190.92

Richard Wright Wright Motors Marine 209-333-7855

RMI OUTDOORS

1240 Broadway Eureka, CA 95501

Phone (707) 443-7029 Fax (707) 443-5946

	(707) 443-702		•	
Tridam Project		Home Phone 209-753-800	Date Date 8/2/2023	
Address		Work Phone	50 (Adaiii) 6/2/2023 Fax	
21885 old Strawberry Rd				
Strawberry Ca 95375				
Strawberry, Ca 95375 Mailing Address				
Color Jet	Serial No.		Proposed Delivery Date	
Make of Boat Year	Model & Size		Serial No.	
Make of Engine Year	Model & Size		New Serial No.	
	3 F70LA		TBA New	\$8,900.00
Make of Engine Year	Model & Size		Serial No.	
Make of Trailer Year	Model & Size		Serial No.	
			New	
			Total Purchase Above	\$8,900.00
OPTIONAL EQUIPMENT AND ACC	ESSORIES		Optional Equipment	\$1,390.95
Control box		\$339.99	Sub Total	\$10,290.95
Keyswitch			Doc Fee	
20" main harness			Loan Fee	
prop			Custom CF Letters	
Commandlink guage		\$399.99		\$10,290.95
Control cables		\$120.00	Sales Tax 9.25%	\$951.91
-			DMV	
			Extended Warranty	
				<u> </u>
			Grand Total of Purchase	\$11,242.86
			Tanda la Alleurence	
			Trade-In Allowance	
			NON-REFUNDABLE DEPOSIT	
			Cash Down Payment	
			Less Total Credits	\$0.00
			Unpaid Bal. of Cash Sale Price	
			to Buyer when Buyer has made payment in equipment	full for the
			The parties to this Agreement are aware that	t the trade in
			allowance or the purchase price shown above	
			- Martin and martin and the time many delement of mer	
Optional Equipmen	t Carried Forward	\$1,390,95	adjustment pursuant to the provisions of par	• •
Optional Equipmen	t Carried Forward	\$1,390.95	and 11 of the Terms and Conditions on the	• •
Remarks:	It Carried Forward	<mark>\$1,390.95</mark>		Reverse side of
	t Carried Forward	\$1,390.95	and 11 of the Terms and Conditions on the this document.	Reverse side of
Remarks:	It Carried Forward	\$1,390.95	and 11 of the Terms and Conditions on the this document. Buyer certifies that he/she has read the Terms and Conditi document and agrees that they shall be incorporated as pa Buyer certifies the following: 1) he/she is of legal age to er	Reverse side of ons or the back of this art of this Agreement. hter into this
Remarks: Quote good for 30 days	t Carried Forward	\$1,390.95	and 11 of the Terms and Conditions on the this document. Buyer certifies that he/she has read the Terms and Conditi document and agrees that they shall be incorporated as pa Buyer certifies the following: 1) he/she is of legal age to er agreement; 2) the above described equipment and insurar	Reverse side of ons or the back of this art of this Agreement. her into this ace (if applicable) have
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Remarks: Quote good for 30 days	t Carried Forward	\$1,390.95	and 11 of the Terms and Conditions on the this document. Buyer certifies that he/she has read the Terms and Conditi document and agrees that they shall be incorporated as particular Buyer certifies the following: 1) he/she is of legal age to er agreement; 2) the above described equipment and insurar been purchased voluntarily; 3) the trade-in is free from all Buyer Agrees that all provisions to this Agreement (includi Conditions on the reverse side hereof) are severable. If all	Reverse side of ons or the back of this art of this Agreement. ther into this ce (if applicable) have liens and ng the Terms and nd provision is held to
Remarks: Quote good for 30 days Lien Holder:			and 11 of the Terms and Conditions on the this document. Buyer certifies that he/she has read the Terms and Conditi document and agrees that they shall be incorporated as pa Buyer certifies the following: 1) he/she is of legal age to er agreement; 2) the above described equipment and insurar been purchased voluntarily; 3) the trade-in is free from all Buyer Agrees that all provisions to this Agreement (includi Conditions on the reverse side hereof) are severable. If an be invalid, it shall not affect the other provisions which sha and effect.	Reverse side of ons or the back of this art of this Agreement. here into this ice (if applicable) have liens and ing the Terms and ind provision is held to ill be given full force
Remarks: Quote good for 30 days	I, OR WE, HEREBY A	ACKNOWLEDGE	and 11 of the Terms and Conditions on the this document. Buyer certifies that he/she has read the Terms and Conditi document and agrees that they shall be incorporated as particular Buyer certifies the following: 1) he/she is of legal age to er agreement; 2) the above described equipment and insurar been purchased voluntarily; 3) the trade-in is free from all Buyer Agrees that all provisions to this Agreement (includi Conditions on the reverse side hereof) are severable. If at be invalid, it shall not affect the other provisions which she and effect. RECEIPT OF A COPY OF THIS ORDER AND THA	Reverse side of ons or the back of this art of this Agreement. here into this icce (if applicable) have liens and ing the Terms and ind provision is held to ill be given full force
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Remarks: Quote good for 30 days Lien Holder:	I, OR WE, HEREBY A READ THE BACK OF I, OR WE, ALSO AGF	ACKNOWLEDGE THIS AGREEMI REE THAT THE E	and 11 of the Terms and Conditions on the this document. Buyer certifies that he/she has read the Terms and Conditi document and agrees that they shall be incorporated as pa Buyer certifies the following: 1) he/she is of legal age to er agreement; 2) the above described equipment and insurar been purchased voluntarily; 3) the trade-in is free from all Buyer Agrees that all provisions to this Agreement (includi Conditions on the reverse side hereof) are severable. If al be invalid, it shall not affect the other provisions which sha and effect. RECEIPT OF A COPY OF THIS ORDER AND THA ENT. BALANCE WILL BE PAID BYCashBank Draft	Reverse side of ions or the back of this art of this Agreement. iter into this ice (if applicable) have liens and ing the Terms and ind provision is held to all be given full force II, OR WE HAVE tCertified Check
Remarks: Quote good for 30 days Lien Holder: Redwood Marine, Inc.	I, OR WE, HEREBY A READ THE BACK OF I, OR WE, ALSO AGF or by the Execution of	ACKNOWLEDGE THIS AGREEMI REE THAT THE E of a Retail Install	and 11 of the Terms and Conditions on the this document. Buyer certifies that he/she has read the Terms and Conditi document and agrees that they shall be incorporated as pa Buyer certifies the following: 1) he/she is of legal age to er agreement; 2) the above described equipment and insurar been purchased voluntarily; 3) the trade-in is free from all Buyer Agrees that all provisions to this Agreement (includi Conditions on the reverse side hereof) are severable. If al be invalid, it shall not affect the other provisions which sha and effect. RECEIPT OF A COPY OF THIS ORDER AND THA ENT. BALANCE WILL BE PAID BYCashBank Draft	Reverse side of ions or the back of this art of this Agreement. iter into this ince (if applicable) have liens and ng the Terms and nd provision is held to ill be given full force II, OR WE HAVE tCertified Check



QUOTE **Customer Info:** Ship To Address: All quotes valid for 14 days from date of invoice/quote. Flud, Alex Order #: + Salesman: **Elaine Palmer** H: Invoice Date: 08/02/2023 C:209-753-8008 **Delivery Date:** O: New/U Year Make Model Serial No. MSRP Discount Price 1 Yamaha F70LA 6CJL1114178 \$310.00 \$10,020.00 New \$10,330.00

Manufacturer + Customer Add-Ons:

Major Unit Total	\$10,020.00
Dealer Prep / PDI	\$275.00
Promotion Fees	\$0.00
Shop Supplies	\$0.00
Extended Warranty	\$0.00
Customer Add-Ons	\$0.00
Cash Price	\$10,295.00
Sales Tax	\$797.86
Incoming/Outgoing Freight	\$575.00
Title/License/Registration Fees	\$0.00
Document/Admin Fees	\$0.00
Service Fee	\$0.00
Sub Total	\$11,667.86
Trade Allowance	\$0.00
Down Payment/Deposit	\$0.00
Amount to Pay	\$11,667.86

Notes:

Trade Information

Draw Schedule Minimums: 20% Deposit / 50% of Balance Upon Start of Build / 100% of Balance Upon Pickup or Delivery. Prices reflect cash/check/wire-transfer discounts. Credit-card-processing/Service-Fee of 3-5% applies, dependent on credit card type. No refunds once buyer takes possession of unit(s). Customer represents all Trade-In units are free of all liens and encumbrances except as noted. Respective manufacturer warranties apply. Used Units have a 30 day warranty. All labor/installations have a 60 day limited warranty from delivery date.

Dealer Signature

Date: 09/21/2023 Staff: Summer Nicotero

SUBJECT: Grader/Loader Snow Chain replacement

RECOMMENDED ACTION: Authorize purchase of replacement tire chains.

BACKGROUND AND/OR HISTORY:

The Grader and 2 loaders are our most used snow removal pieces of equipment. The snow chains are critical to maintaining safe traction on the snow and ice.

The current chains have reached the end of their serviceable life (last purchased 2018) and need to be replaced prior to winter. Last winter was particularly hard on the equipment due to the heavy snows and the snow blower breakdown. Chain life expectancy is 5-8 years.

FISCAL IMPACT:	Budgeted	\$ 50,433.79	Account:1-2-07-97-59730
ATTACHMENTS:	Midwest Cha	•	\$50,433.79 includes tax & delivery \$52,397.22 excludes tax & shipping \$56,196.02 includes tax & shipping
Board Motion:			
Motion by:		Secon	d by:
VOTE: OID: DeBoer (Yes	s/No) Doorner	nbal (Yes/No) Orvis	(Yes/No) Santos (Yes/No) Tobias (Yes/No)
SSJID: Holbrook (Yes/No)	(Yes/No) Kam	per (Yes/No) Roos	(Yes/No) Spyksma (Yes/No) Weststeyn

Pl	Please Remit To Home Office: 50 North State Street Ukiah, CA 95482 hone: (707) 462-0567 Fax: (707) 462-1658		Supply Co.	PAGE NO: 1 Branch Location: 3901 Commerce Street West Sacramento, CA 95691 Phone: (916) 443-3355 Fax: (916) 443-3362
SOLD TO:	TRI-DAM PROJECT PO BOX 1158 PINECREST	CA 95364	CUSTOMER NO: 3761 TERMS: NET 30 DAYS PURCHASE ORDER: - JOB NO: 000	DATE / TIME: 8/30/23 7:29 CLERK / TERM: RW 555 SALESPERSON: JEFF ROTH TAX CODE: ST CALIFORNIA
				ESTIMATE: 412180

EXTENSION PRICE /PER UNITS SUGG ITEM DESCRIPTION QUANTITY UM 19,239.99 3 6413.33 EA 3 EA MI30 #69156 PEWAG UNIVERSAL ED 10MM 14X24 PEWAG SQUARE LINK DIAMOND PATTERN CHAINS WITH WEAR BARS 27,784.52 6946.13 EA #69160 PEWAG UNIVERSAL ED 12MM 4 4 EA MI30 17.5X25 PEWAG SQUARE LINK DIAMOND PATTERN CHAINS WITH WEAR BARS EA N/C ***NO RETURNS ON SPECIAL ORDERS*** 1 1 EA NRSO FREIGHT ALLOWED ΕA N/C ***NO RETURNS ON SPECIAL ORDERS*** 1 1 EA NRSO TAXABLE 47024.51

(ACCOUNTS PAYABLE)

NON-TAXABLE SUB-TOTAL

TAX AMOUNT TOTAL AMOUNT

3409.28 50433.79

0.00 47024.51



Х

Received By



14 items in your shopping cart

Item		Price	Qty	Cost	YOUR TOTAL	
(Test	QUALITY CHAIN Trygg 11.5mm Swiss Flexi 14.00-24 Grader Tire Chains	\$3,727.23	6	\$22,363.38	Subtotal	\$52,397.22
Size: 14.00-24 SKU: TR570760				Discounts	\$0.00	
a top of	Remove				Shipping & Handling	\$0.00
and the second s					Estimated Tax	\$0.00
(Tage	QUALITY CHAIN Trygg 11.5mm Swiss Flexi 17.5-25 Grader Tire Chains	\$3,754.23	8	\$30,033.84	Estimated Total	\$52,397.22
Part -	Size: 17.5-25 SKU: TR570762-1CR				SECURE CHE	скоит
the street of	Remove				CONTINUE SHO	PPING

Your Cart

Shipping costs updated.

	Product	Price	Quantity	Subtotal
×	Trygg Swiss Flexi Alloy Grader Tire Chains Tire Size: 17.5-25 Thickness: 11.5mm Chain Material: Alloy steel	\$3,754.23	8 🗘	\$30,033.84
×	Trygg Swiss Flexi Alloy Grader Tire Chains Tire Size: 14.00-24 Thickness: 11.5mm Chain Material: Alloy steel	\$3,727.23	6 🗘	\$22,363.38

Update cart

Cart totals

Subtotal	\$52,397.22		
Shipping	Free shipping		
	Shipping to strawberry, CA 95375.		
	Change address		
Tax	\$3,798.80		
Total	\$56,196.02		

Proceed to checkout

Date: 9/21/2023 Staff: Summer Nicotero

SUBJECT: Western Hydrologic Stream Gaging Services

RECOMMENDED ACTION: Approve the PSA with Western Hydrologic for two years, with the option for 3 one-year renewals

BACKGROUND AND/OR HISTORY:

In the context of the Project's operations, it is important to adhere to the flow rate requirements stipulated in our FERC license for each river and to ensure we provide proper flow rates for irrigation to the respective districts. Our previous contract for stream gaging services was held with Watermark Engineering, led by Patrick Stiehr, who made the decision to retire following the conclusion of the 2021 water year.

During the 2020 water year, Western Hydrologic, under the leadership of Bill Slightham, began working in collaboration with Mr. Stiehr as part of a transitional process in anticipation of his retirement. These services, and the accuracy they entail, play a pivotal role in the seamless functioning of our project. They encompass the provision of authentic data, the creation of rating tables for flow rates, adjustments to ratings as needed, and close coordination with the United States Geological Survey (USGS) to validate datasets. These datasets are subsequently submitted to the Federal Energy Regulatory Commission (FERC).

By granting authorization for the Professional Services Agreement (PSA) with Western Hydrologic, the Project stands to gain the assurance of maintaining the precision and reliability of our waterrelated data.

Fiscal Impact: 2024WY \$75.000.00 2025WY \$75,748.00

ATTACHMENTS: Western Hydrologic Proposal Western Hydrologic Professional Services Agreement

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)

DRAFT

WESTERN HYDROLOGIC SYSTEMS

3652 Camino Hills Dr. Camino, CA 95709 www.westernhydro.net Office: 530-647-9477 Cell: 530-391-1512

August 16, 2023

Summer Nicotero GM TRI- DAM Project,

Subject: Proposal for the continuation of Stream Gaging Services for Water Years 2024 through 2028

As requested, Western Hydrologic Systems (WHS) has prepared this proposal for the continued stream gaging services on the TRI-DAM project which is a partnership with Oakdale and South San Joaquin Irrigation Districts. WHS started working on the project during the 2020WY alongside Watermark Engineering who has been supporting the TRI-DAM project for over 25 years and decided to retire after the 2021WY which at that time WHS took full responsibility for the continued efforts to service the associated stream flow gages and year-end review with the USGS. WHS consists of two Hydrographers in Bill Slightam who is the owner since 2004 and has over 25 years' experience working with the USGS with building and maintaining stream and reservoir gages throughout the Northern and Southern California areas. Ian Spencer joined WHS during 2016 while still in the Engineering program at California State University, Chico and became full-time upon graduation of 2021. WHS makes monthly field visits to all gages to perform the necessary discharge measurements needed for confirmation of existing rating tables and provide the Operators with Stage Shifts when needed and any requests for data when requested. This proposal is for five years which has been the normal to my understanding for several years but can easily be changed to one through five or whatever the district feels comfortable with. Please see the cost breakdown for each gage for Water Year 2024 through 2028. WHS is prepared to not increase the yearly cost from 2023WY to the 2024WY with a 1% increase for the 2025WY, no increase for the 2026WY, a 1% increase for the 2027WY and no increase for the 2028WY. We hope the district and WHS can continue the working relationship that we have had over the past few years and look forward to answering any questions or concerns the district may have.

Sincerely,

William R. Slightam (Owner / Hydrographer) Western Hydrologic Systems

TRIDAM	USGS	STATION NAME	WY	WY	WY	WY	WY
ID	GAGE #		2024	2025	2026	2027	2028
S-87	11-292615	MF Stanislaus Release below Donnell Res.	\$2,200	\$2,222	\$2,222	\$2,244	\$2,244
S-88	11-292700	MF Stanislaus Flow Below Hells Half Acre	\$15,200	\$15,352	\$15,352	\$15,505	\$15,505
S-89	11-292900	MF Stanislaus Flow Below Beardsley Dam	\$13,200	\$13,332	\$13,332	\$13,465	\$13,465
S-96	11-300500	OID Canal near Knights Ferry	\$8,100	\$8,181	\$8,181	\$8,262	\$8,262
S-97U	11-301000	South San Joaquin Irrigation Canal	\$8,100	\$8,181	\$8,181	\$8,262	\$8,262
S-98	11-302000	Stanislaus River below Goodwin Dam	\$13,600	\$13,736	\$13,736	\$13,873	\$13,873
S-99	NA	SSJID Main Canal below Division	\$7,300	\$7,372	\$7,372	\$7,445	\$7,445
S-101	NA	OID North Main Canal below Division	\$7,300	\$7,372	\$7,372	\$7,445	\$7,445
		Water Year Total	\$75,000	\$75,748	\$75,748	\$76,501	\$76,501

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of October 1, 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 **Western Hydrologic Systems** ("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: Streamgaging Services

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 for two years unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein. Both parties agree this contract may be renewed for three consecutive one year terms.
- **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: Seventy Five Thousand Dollars (\$75,000) for Water Year 2024 and Seventy Five Thousand Seven Hundred and Forty Eight Dollars (\$75,748) for Water Year 2025.

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.

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

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" Western Hydrologic Systems 3652 Camino Hills Dr Camino, California +5709 Attn: William R. Slightam, Owner Telephone: (530) 647-9477 Email: westernhydrologics@comcast.net

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.

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

- 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

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> 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.

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- (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

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

> 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 subcontractors 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.

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- **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

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

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.

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

10/01/2023

CLIENT

CONSULTANT

TRI-DAM PROJECT

WESTERN HYDROLOGIC SYSTEMS

<u> 09/12/2023</u> Date With A Stepham,

Owner

General Manager

Summer Nicotero,

Date

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

EXHIBIT "A" SCOPE OF WORK

Continuation of Tri-dam's streamgaging program, to include streamflow monitoring and compilation of data as required under our FERC license. Date and records to be furnished in accordance with USGS guidelines. Specific station sites and related costs detailed in Exhibit B.

Western Hydrologic Services Professional Services Agreement 2023-PSA-09

EXHIBIT "B"

FEES

TRIDAM	USGS	STATION NAME	WY	WY	WY	WY	WY
ID	GAGE #		2024	2025	2026	2027	2028
S-87	11-292615	MF Stanislaus Release below Donnell Res.	\$2,200	\$2,222	\$2,222	\$2,244	\$2,244
S-88	11-292700	MF Stanislaus Flow Below Hells Half Acre	\$15,200	\$15,352	\$15,352	\$15,505	\$15,505
S-89	11-292900	MF Stanislaus Flow Below Beardsley Dam	\$13,200	\$13,332	\$13,332	\$13,465	\$13,465
S-96	11-300500	OID Canal near Knights Ferry	\$8,100	\$8,181	\$8,181	\$8,262	\$8,262
S-97U	11-301000	South San Joaquin Irrigation Canal	\$8,100	\$8,181	\$8,181	\$8.262	\$8,262
S-98	11-302000	Stanislaus River below Goodwin Dam	\$13,600	\$13,736	\$13,736	\$13,873	\$13,873
S-99	NA	SSJID Main Canal below Division	\$7,300	\$7,372	\$7,372	\$7,445	\$7,445
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		Water Year Total	\$75,000	\$75,748	\$75,748	\$76,501	\$76,501

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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"

Dated: 09/12/2023 By Name: Title: 🕐

Date: 9/21/2023 Staff: Summer Nicotero

SUBJECT: 2023/2024 SDRMA Insurance Policy

RECOMMENDED ACTION:

BACKGROUND AND/OR HISTORY:

This item will be hand carried

FISCAL IMPACT: TBD

ATTACHMENTS: None

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)



Workers Compensation

Carrier	New Hampshire Insurance Company	California State Fund		
First Named Insured	Tri-Dam Project	Tri-Dam Project		
Term	7.1.2022-23	10/1/2023-4/1/2024		
	22-23 Policy 024-50-1343	23-24 Quote		
Premium	\$39,292	\$41,255.74		
EMOD	1.14	1.12		
Limits		4		
Coverage A - Workers Compensation	Statutory by State - CA	Statutory by State - CA		
Coverage B - Employers Liability Limits:				
BI by Accident - Each Accident	\$1,000,000	\$1,000,000		
BI by Disease - Policy Limit	\$1,000,000	\$1,000,000		
BI by Disease - Each Employee	\$1,000,000	\$1,000,000		
Coverage C - Other States:	AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, WV	AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, WV		
Forms				
Premium Discount Endt	WC000406	To be confirmed		
Catastrophe Premium Endt	WC000421E	To be confirmed		
TRIPRA Disclosure Endt	WC000422C	To be confirmed		
Notice Reg Office of Foreign Asset CTRL	WC0FACA	To be confirmed		
Privacy Policy	107437A	To be confirmed		
CA Fraud Assessment	55154WC	To be confirmed		
Policyholder Notice	PN049901H	To be confirmed		
CA Policyholder Notice - WC Laws	PN049902B	To be confirmed		
CA Policyholder Notice - CIGA Surcharge	PN049904	To be confirmed		
CA AB 5 Independent Cont	PN049908	To be confirmed		
CA not Avail Accdnt Prevent Consult Serv	PN990401A	To be confirmed		
CA Discl of Financial Interest Fund Asmnt	PN990406	To be confirmed		
CA - PH Not - Excl of Qualified Inds	PN990408	To be confirmed		
CA - Administration Revolving Fund Asmnt	WC040002A	To be confirmed		
CA - Policy Amendatory Endt	WC040301D	To be confirmed		
CA - Duty to Defend	WC040310	To be confirmed		
CA Employee Insured By Gen Employer Excl	WC040317B	To be confirmed		

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Date: 9/21/2023 Staff: Summer Nicotero

SUBJECT: Tri-Dam Project / PG&E Islanding Letter Agreement

RECOMMENDED ACTION: Authorize General Manager to Execute Renewal of Islanding Letter of Agreement with Silicon Valley Power

BACKGROUND AND/OR HISTORY:

Historically PG&E has relied on Tri-Dam generation to serve local power needs during scheduled or emergency outages for short durations (1-10 days). Our most recent letter of agreement with Silicon Valley Power, which allowed Tri Dam to continue to provide this service, expired at the end of 2022. PG&E has requested an islanding event at the end of September. In order to accommodate the request, we need to renew our agreement with Silicon Valley Power. The renewal contains the same terms of payment as the previous agreement and will extend through the end of this calendar year.

FISCAL IMPACT: Net positive economic impact that provides \$2,500 per event for costs associated with our staff time and costs. \$110 per hour per employee per occurrence and \$185 per hour due to lost generation.

ATTACHMENTS: Islanding Letter Agreement

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) Roos (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Letter of Agreement

Mrs. Summer Nicotero General Manager Tri-Dam Project and Tri-Dam Power Authority 31885 Old Strawberry Rd Strawberry, CA 95375

Dear Mrs. Nicotero,

This letter agreement (LOA) is entered into among the City of Santa Clara, a chartered California municipal corporation (CITY), and the Tri-Dam Project, a joint venture between Oakdale Irrigation District and South San Joaquin Irrigation District, and Tri-Dam Power Authority, a California Joint Powers Authority between the Oakdale Irrigation District and the South San Joaquin Irrigation District. The Tri-Dam Project and Tri-Dam Authority are collectively referred herein as "Tri-Dam". CITY and Tri-Dam are individually referred herein as Party and collectively as Parties.

A. The Parties executed a Power Purchase Agreement (PPA) on October 8, 2013 for the "Product", as defined in the PPA, from the Donnells Powerhouse, Tulloch Powerhouse, Beardsley Powerhouse and the Southern Powerhouse.

B. Pacific Gas & Electric Company (PG&E) often submits planned transmission outages with the California Independent System Operator Corporation (CAISO) to perform maintenance or repairs that require Donnells and Beardsley Powerhouses to support local load. On occasion, there will even be emergency repair work that will require local load to be supported by the islanding of Donnells and Beardsley Powerhouses.

C. These planned transmission outages and emergency outages may electrically island the Beardsley Powerhouse and the Donnells Powerhouse from the rest of the CAISO grid, and render PG&E unable to serve PG&E load within the islanded area during the outage.

D. In order to serve its load that will be electrically islanded during the described outages, PG&E has requested from Tri-Dam that the PG&E load be served by the Donnells Powerhouse resource, and potentially the Beardsley Powerhouse resource. The estimated load for each of these Islanding Period (as defined in October 3, 2022 Letter Agreement between Tri-Dam and PG&E) will be agreed upon by Tri-Dam, CITY, and PG&E prior to approval.



E. The PPA is clear that all Net Electrical Output, Capacity Attributes, Installed Capacity and any Renewable Electricity and Environmental Attributes (as such terms are defined in the PPA) that may be available from the Beardsley and Donnells Powerhouses is to be sold exclusively to CITY.

F. Tri-Dam recognizes and acknowledges that providing any part of the Product, as that term is defined in the PPA, to any entity other than CITY is a breach of the PPA. CITY is willing to waive any remedy it may have for this instance of breach in exchange for compensation equivalent to the financial impact, including the opportunity cost, of Tri-Dam providing a portion of the Product to serve PG&E load during an Islanding Period subject to the terms and conditions set forth below.

This LOA provides the terms and conditions under which Tri-Dam will compensate CITY for the financial impact, including the opportunity cost, which will be incurred by CITY during an Islanding Period affecting either the Beardsley Powerhouse or the Donnells Powerhouse.

- 1. Determination of Financial Impact/Opportunity Cost Due to Islanding:
 - 1.1 The financial impact/opportunity cost to CITY as a result of islanding the Beardsley Powerhouse or the Donnells Powerhouse resources during an Islanding Period shall not exceed two (2) calendar days and will be calculated as \$16/MWh multiplied by the actual MWh of generation sold to PG&E during an Island Period.
 - 1.2 Notwithstanding section 1.1 above, in the event that the Real Time Locational Marginal Price (LMP) of each resource is greater than \$80/MWh and less than \$1,000/MWh, then the calculation will be \$16/MWh plus the positive difference of the LMP minus \$80/MWh multiplied by the actual MWh of generation sold to PG&E during an Islanding Period.
 - 1.3 If any Islanding Period extends longer than two (2) days, 10% will be added to the LMP.
- 2. <u>Payment</u>: Tri-Dam will include a credit, for the total of Paragraph 1.1, 1.2 and 1.3 above, on the monthly PPA invoice issued to CITY for the Product delivered in the next billing cycle following the islanding event.
- 3. <u>Effective Date</u>: This LOA shall become effective on the date that this LOA has been signed by both CITY and Tri-Dam, and expire on December 31, 2023
- 4. <u>Joint Authorship</u>: CITY and Tri-Dam agree that this LOA reflects the joint drafting efforts of both Parties. In the event any dispute, disagreement or controversy



arises regarding this LOA, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

5. <u>Entire Agreement</u>: This LOA constitutes the final written expression of all of the terms of this agreement between the Parties and is a complete and exclusive statement of those terms, superseding all prior arrangements and agreements. This LOA may not be amended or modified except by a written instrument signed by the Parties. Each Party acknowledges that no representations or promises not expressly contained in this LOA have been made by a Party or by the agents or representatives of a Party.

If you are in agreement with the terms and conditions written above, please indicate your approval by signing and dating below and returning to the CITY at jisaacson@santaclaraca.gov.

If you have any questions, please contact Jared Isaacson at (408) 615-2715 or jisaacson@santaclaraca.gov.

Sincerely,

Signature:

Manuel Pineda Chief Electric Utility Officer

Tri-Dam Project and Tri-Dam Power Authority

0	
Signature:	
orginataro.	

Ву: _____

Title:_____

Date: _____

Date: 9/21/2023 Staff: Scot Moody

SUBJECT: Me-Wuk Time Extension Request

RECOMMENDED ACTION:

BACKGROUND AND/OR HISTORY:

FISCAL IMPACT:

ATTACHMENTS:

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)

Date: Item Number: APN:

September 12, 2023 18 N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION REGARDING OID POTENTIALLY **GRANTING THE ME-WUK TRIBE AN EXTENSION OF TIME TO COMPLETE CEQA** IN OUR WATER TRANSFER AGREEMENT

RECOMMENDED ACTION: Approval of Extension of time.

BACKGROUND AND/OR HISTORY:

As the Board may be aware, the Me-Wuk Tribe has had some unfortunate setbacks in the construction of their new casino. These issues must be rectified before the Tribe can complete CEQA on our joint water transfer agreement. The Tribe is asking for a two-year extension of time to execute this agreement.

FISCAL IMPACT: Minimal revenue that would have been generated by water sales

ATTACHMENTS: Communications from Jeanne Zolezzi

Board Motion:

Motion by: _____ Second by: _____

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

Action(s) to be taken:



Jeanne M. Zolezzi jzolezzi@herumcrabtree.com

VIA ELECTRONIC TRANSMISSION

August 15, 2023

Mr. Scot Moody General Manager Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361 Mr. Peter Rietkerk General Manager South San Joaquin Irrigation District Post Office Box 747 Ripon, CA 95366

Re: Water Transfer Agreement

Gentlemen:

I am writing in regards to the Water Transfer Agreement by and Between the Oakdale Irrigation District, South San Joaquin Irrigation District, and the Chicken Ranch Rancheria of Me-Wuk Indians of California dated September 8, 2022 ("**Agreement**"). We are so appreciative that the districts have executed the agreement, and the tribe is doing everything within its power to bring it to fruition.

Section 15 of the Agreement makes compliance with CEQA a condition precedent to delivery under the Agreement. Section 16.A of the Agreement provides that if regulatory approval and final CEQA action are not satisfied by December 31, 2024, either party may terminate this Agreement by written notice to the other Party. We want to ensure that Agreement is implemented, and wanted to bring to your attention that we have not been able to meet our anticipated CEQA schedule due to other pressing issues facing the tribe.

We would respectfully request that we execute an amendment to the Agreement to allow the tribe a two year extension of its obligation to obtain regulatory approval and final CEQA actions under the Agreement. I have enclosed such an amendment for your consideration. I look forward to hearing from you.

Very truly yours,

HERUM CRABTREE SUNTAG

JEANNE M. ZOLEZZI Attorney-at-Law

5757 PACIFIC AVENUE STOCKTON, CA 95207 PH 209 472 7700 MODESTO PH 209 525 8444 FX 209 472 7986 APC

FIRST AMENDMENT TO WATER TRANSFER AGREEMENT

This FIRST AMENDMENT TO WATER TRANSFER AGREEMENT ("Amendment") is entered into this _____ day of September, 2023 as an amendment to that Water Transfer Agreement by and Between the Oakdale Irrigation District, South San Joaquin Irrigation District, and the Chicken Ranch Rancheria of Me-Wuk Indians of California dated September, 8, 2022 ("Agreement"). Capitalized terms not defined in this Amendment shall have the meanings assigned to them in the Agreement.

1. RECITALS.

A. Section 15 of the Agreement makes compliance with CEQA a condition precedent to delivery under the Agreement.

B. Section 16.A of the Agreement provides that if regulatory approval and final CEQA action are not satisfied by December 31, 2024, either party may terminate this Agreement by written notice to the other Party.

C. Chicken Ranch has been unable to meet its anticipated CEQA schedule due to other pressing issues facing the tribe.

D. Chicken Ranch has requested an amendment to the Agreement to allow it a two year extension of its obligation to obtain regulatory approval and final CEQA actions under the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

2. **SECTION 5**. The following Build-Up Schedule is hereby substituted for the original Build-Up Table included in Section 5 of the Agreement:

YEAR	M&I	AG	TOTAL
1	75	0	75
2	190	0	190
3	200	300	500
4	210	300	510
5	220	300	520
6	230	300	530
7	240	300	540
8	250	600	850
9	260	600	860
10	270	600	870
11	280	600	880
12	290	600	890
13	300	900	1,200
14	300	900	1,200

15	300	900	1,200
16	300	900	1,200
17	300	900	1,200
18	300	1,200	1,500
19	300	1,200	1,500
20	300	1,200	1,500
21	300	1,200	1,500
22	300	1,200	1,500
23	300	1,200	1,500
24	300	1,200	1,500
25	300	1,200	1,500

3. **SECTION 16.A**. Section 16.A of the Agreement is hereby withdrawn and replaced in its entirety with the following language:

A. Prior to water delivery under this Agreement, if regulatory approvals and final CEQA action are not satisfied by December 31, 2026, either Party may terminate this Agreement by written notice to the other Party;

4. **CONTINUING VALIDITY**. **VALIDITY**. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and affect and govern this transaction.

5. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Amendment may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same agreement, notwithstanding that the signatures of each Party or their respective representatives do not appear on the same page of this Amendment. The Parties hereby acknowledge and agree that electronic signatures, facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures), or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. The Parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date.

OAKDALE IRRIGATION DISTRICT

By: _

Scot A. Moody, General Manager

Attest: <u>Secretary</u>

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By:

Peter Rietkerk, General Manager

Attest:

Secretary

CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA

By:

Lloyd Mathiesen, Chairman

GENERAL MANAGER BOARD REPORT Summer Nicotero September 21, 2023

- 1. Our new website is set to go-live at the end of the month. In addition to a cleaner, more accessible format, we will also have the ability to accept online submissions and payments. This may be a very helpful option for our permitting process. After our go-live date, staff will work with the new functionality to explore possibilities for increasing communications, providing e-filing opportunities, etc.
- 2. We completed our cyber-audit and anticipate a response from FERC in the next couple of weeks. We expect the main findings to revolve around further developing current policies and procedures as well as developing cyber-security specific policies and procedures. Our contract with the consulting firm Archer will address many of these findings.
- 3. We have distributed the Tulloch drawdown schedule to all required parties. I have attached the schedule to this report for your reference. We are scheduled for our three-year gate cycling inspections in 2024 so the drawdown will be extra low and extend for the month of January.
- 4. We conducted the Microwave Networks onsite training that was approved by the Board earlier this year. Daniel highlights this in his Maintenance report but I also wanted to mention how great it was to bring a vendor onsite to conduct training on our equipment. We were able to partner with our neighbors, Hetch-Hetchy, on this training as they sent six participants to Strawberry. As a result, we have some new contacts and will be touring some of their facilities to learn how they utilize similar equipment in their operations.
- 5. I am still awaiting a quote from SDRMA for Worker's Compensation Insurance. In the meantime, we are pricing the State Fund plan as a backup plan.
- 6. The next Advisory Committee meeting is scheduled on Monday, October 2 at 3:00 pm at the SSJID offices.

The fall drawdown schedule for Tulloch Reservoir is provided below. This schedule complies with U.S. Army Corps of Engineers flood control requirements. The reservoir will generally be managed to the target elevation range, however some variation may occur due to large local inflows.

DRAWDOWN SCHEDULE FOR TULLOCH RESERVOIR 2023/2024 OPERATION SCHEDULE

	ELEVATION	N RANGE
DATE	FROM	ТО
01 Jun to 19 Sep	506.5	509.5
20 Sep to 26 Sep	505	508
27 Sep to 03 Oct	503	506
04 Oct to 10 Oct	501	504
11 Oct to 17 Oct	499	502
18 Oct to 24 Oct	497	500
25 Oct to 31 Oct	495	498
01 Nov to 07 Nov	493	496
08 Nov to 14 Nov	491	494
15 Nov to 21 Nov	489	492
22 Nov to 28 Nov	487	490
29 Nov to 05 Dec	485	488
06 Dec to 12 Dec	483	486
13 Dec to 19 Dec	481	484
20 Dec to 26 Dec	479	482
27 Dec to 02 Jan 2024	477	480
03 Jan to 30 Jan	475	478
31 Jan to 06 Feb	478	483
07 Feb to 13 Feb	483	488
14 Feb to 20 Feb	488	493
21 Feb to 27 Feb	493	498

Note: WY 2023/2024 is a deeper drawdown to allow for maintenance work.

For additional Tulloch information, please see <u>http://tridamproject.com/tulloch</u>

Issued by: P. Manza

OPERATIONS SUPERVISOR BOARD REPORT September 21, 2023

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	59,747	(2,587)
Beardsley	81,034	(12,163)
Tulloch	65,758	1,158
New Melones	1,919,896	(112,921)

Outages:

Plant	Dates	Duration	Cause						
Tulloch #1	8/18	10:35hrs	Intake gate drifted off upper limit switch.						
Tulloch #3	8/25	1:36hrs	Thrust bearing RTD failing caused a false spike in temp tripping the plant.						
Operations Repor	<u>t:</u>								
New Melones Inflo	DWS:								
Total inflows for wat	er year 22/23 as of Au	gust 31:	2,269,541 A/F.						
District Usage:	District Usage:								
Total District usage for the water year 22/23 as of August 31: 357,205 A/F.									

1.27 inches.

Precipitation:

Total precipitation for the month of August:

Other Activities:

- 1. Daily checks all powerhouses.
- 2. Providing ongoing weekend recreation flows for the Stanislaus River.

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 :		0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64	
1960-61 :		0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10	
1961-62 :		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 : 1963-64 :		0.16 0.44	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74 1.64	40.54	
1963-64 : 1964-65 :		0.44	0.59 0.34	2.63 2.08	7.81 7.40	0.81 17.93	5.84 5.90	0.21 1.34	3.02 2.44	2.01 5.27	2.44 0.32	0.29	27.44 43.31	
1965-66		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 :		0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02		2.04	1.05	49.24	
1967-68 :		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 :		0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04	
1969-70 : 1970-71 :		0.00 0.00	0.55 0.00	3.41 0.91	2.98 10.71	6.46 8.44	17.06 2.83	3.11 1.16	3.43 4.87	2.50 1.49	0.00 1.80	3.17 0.77	42.67 32.98	
1971-72		0.00	0.00	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99	
1972-73 :		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 :		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 :		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 : 1977-78 :		2.43 0.00	1.00 0.58	0.93 0.24	1.54 4.76	0.24 9.72	2.50 10.85	2.68 8.31	2.06 8.67	0.25 7.97	4.65 0.19	0.38 0.23	51.52	RECORD LOW
1978-79		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 :		0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16	
1980-81 :		0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90	
1981-82 :		0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67	
1982-83 : 1983-84 :		0.02 0.09	4.02 3.86	8.78 1.35	11.30 16.44	7.32 12.75	10.83 0.27	14.34 5.51	12.86 3.56	6.29 2.70	0.74 0.84	0.12 1.31	48.69	RECORD HIGH
1984-85		0.05	0.73	3.97	10.44	2.58	1.52	3.13	5.84	0.86	0.04	0.28	29.31	
1985-86		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	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83	
1988-89 :		0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80	
1989-90 : 1990-91 :		0.33 0.11	3.28 0.59	4.30 0.41	3.02 1.62	0.00 1.30	4.75 0.40	3.40 1.79	2.75 16.08	1.66 1.74	3.46 2.54	0.21 1.54	27.16 28.12	
1991-92		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		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	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13	
1994-95 :		0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13	
1995-96 : 1996-97 :		0.00 0.01	0.00 0.23	0.00 2.55	0.35 7.14	9.13 16.19	10.32 18.16	11.17 0.80	6.81 0.53	3.94 0.82	5.51 0.51	1.24 1.24	48.52 48.23	
1997-98		0.00	0.23	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.24	59.18	
1998-99		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 :		0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25	
2000-01 :		0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73	
2001-02 :		0.00	0.60	1.17	6.97 7.42	9.75	2.56	2.13	6.88 2.91	2.29	2.02	0.00	34.39	
2002-03 : 2003-04 :		1.32	0.09 0.06	0.00	7.42 2.88	9.97	2.79	3.50 8.52	3.81 1.07	9.36 0.17	2.69 0.55	0.00 0.02	39.16 27.44	
2004-05 :		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 :		0.00	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 : 2009-10 :	0.00	0.00 0.10	0.00 0.00	1.65 4.37	6.17 1.31	5.08 5.89	5.88 7.97	6.98 5.86	6.78 4.92	1.97 6.66	3.37 3.65	0.79 0.06	38.67 40.79	
2010-11 :		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	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	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83	
2013-14 :		0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75	
2014-15 : 2015-16 :		0.03 0.00	1.03 0.11	0.15 2.26	3.72 5.36	7.25 9.74	0.13 9.53	4.49 1.74	0.43 9.19	3.08 3.13	2.75 1.82	0.80 0.34	24.38 43.61	
2015-16		0.00	0.00	7.26	3.19	9.74 8.30	9.55 22.25	20.47	9.19 5.49	8.06	0.59	0.34	76.07	
2017-18		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 2021-22	0.00 0.09	0.23 0.00	0.10 0.18	0.00 7.51	2.38 0.95	3.40 13.37	7.28 0.04	2.44 0.36	2.83 0.96	1.31 4.14	0.18 0.39	0.00 0.31	20.15 28.30	
2021-22	0.09	0.00	2.27	0.02	0.95 3.83	12.65	21.85	0.36 5.43	0.96 15.48	4.14 0.22	1.12	1.10	28.30 64.26	
2023-24	0.00	1.27	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		Current Year
Average 2022-23 +/-	0.15 (0.15)	0.21 1.06	0.74	2.23	4.70 (4.70)	6.18	6.74 (6.74)	6.15	5.88 (5.88)	3.38	1.88	0.63 (0.63)	38.87 (37.60)	
2022-23 +/-	(0.13)	1.00	(0.74)	(2.23)	(4.70)	(6.18)	(0.74)	(0.13)	(0.00)	(0.00)	(1.88)	(0.03)	(37.00)	,
					~~~~									

#### ANNUAL AVERAGE

INCHES +/- ANNUAL AVERAGE

PERCENT OF ANNUAL AVERAGE

**(37.60)** 3%

38.87

Updated as of 13-Sep-23

# MAINTENANCE SUPERVISOR BOARD REPORT Daniel Hogue September 21, 2023

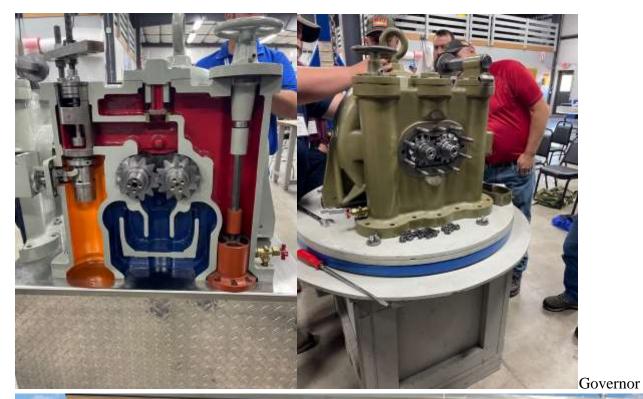
- 1. Tulloch main transformer oil samples taken and sent to Weidmann for analysis. Samples being taken at a 6 month interval as per Weidmann analytics.
- 2. Completed Sandbar Accusonic flow meter commissioning. The Accusonic technician was able to adjust 4 of the 6 sensors for accurate measurement. 2 sensors replaced and aligned. We will get a test report from them with any other recommendations they may have to keep our flow signal stable. Photos attached.
- 3. Routine Tulloch reservoir maintenance. Ie. Buoys verified to be in place in accordance with buoy map. Damaged or missing buoys replaced with new. New to this month was rope swing removal. Attached is a picture of some of this month's bounty.
- 4. 3 members of the maintenance team went to Wisconsin for Emerson's Hydro Governor Training. They were able to attend a combination of classroom and hands on training in a variety of aspects of Governor systems including Pumps, Hydraulics, Digital upgrades, PMGs, and troubleshooting.
- 5. Tulloch Unit 1 relayed offline. Cause was that the intake gate began to drift closed. After investigation found that the motor brake was slipping. Adjusted motor brake and put unit back online.
- 6. Tri-Dam hosted MNI (Microwave Networks) Training. This 3 day class consisted of Network fundamentals and cybersecurity, fundamentals of Microwave radio, and Proteus MX/MXD installation and commissioning. They were 6 Hetch Hetchy water and power employees, 1 from OID, and 3 from Tri-Dam.
- 7. 2 day FERC cyber security audit. Audit consisted of Project Overview, Documentation review, and site inspection of Tulloch.
- 8. Sandbar Air conditioner found faulty. Our normal AC contractor was unable to show up but he was able to supply us parts for repair. AC now returned to service.
- 9. Began work on water tank frost Barrier. Fabricated I beam pockets and premade frost barrier at the shop. All in preparation for roof arrive estimated end of August.
- 10. Work on FEMA site 5 is in progress. Loose debris scaling completed. Anchor holes drilled (19 holes, 2 feet deep, 2 inches in diameter). Anchors have been placed in holes and grout inspection was performed by P&P. Grout set-up time 7 days then on to cable and netting.
- 11. On the 31st of August Tuolumne County experienced a major interruption in Lan line phone, cell phone, and internet services leaving the strawberry operator almost isolated. Fortunately, we were able to keep in communication using our internal voice radio system, upgraded in 2018.



Accusonic Flow Meter Commissioning



Tulloch Debris Removal





School



Tri Dam Microwave Networks Training

# REGULATORY AFFAIRS BOARD REPORT Justin Calbert September 21, 2023

# FERC Compliance

- Updated of ODSP and EAP.
- Annual Tulloch Invasive Plant Species site visits and updated survey map.
- Tulloch drawdown schedule notifications sent out.
- Removal of non-compliant slide, dock, gangway and water pump pipe from Tulloch.

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, 27 applications have been issued in the 2023 calendar year. For current Board Meeting Period (August 17-September 21): 4 new Tulloch encroachment permits issued. 1 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 sent out.
- Scanning of all previously issued Tulloch encroachment permits, corresponding documentation and creation of electronic files uploaded to server complete.
- Working on pending litigation matters, as required.
- Removal of three rope swings located on the north side of O'Byrnes Ferry bridge.
- Notifications of Tulloch SMP compliance violations sent out to property owners.
- Attended Shoreline Management Conference in Hot Springs, Arkansas.
- Variance Application 524 Thompson Lane.



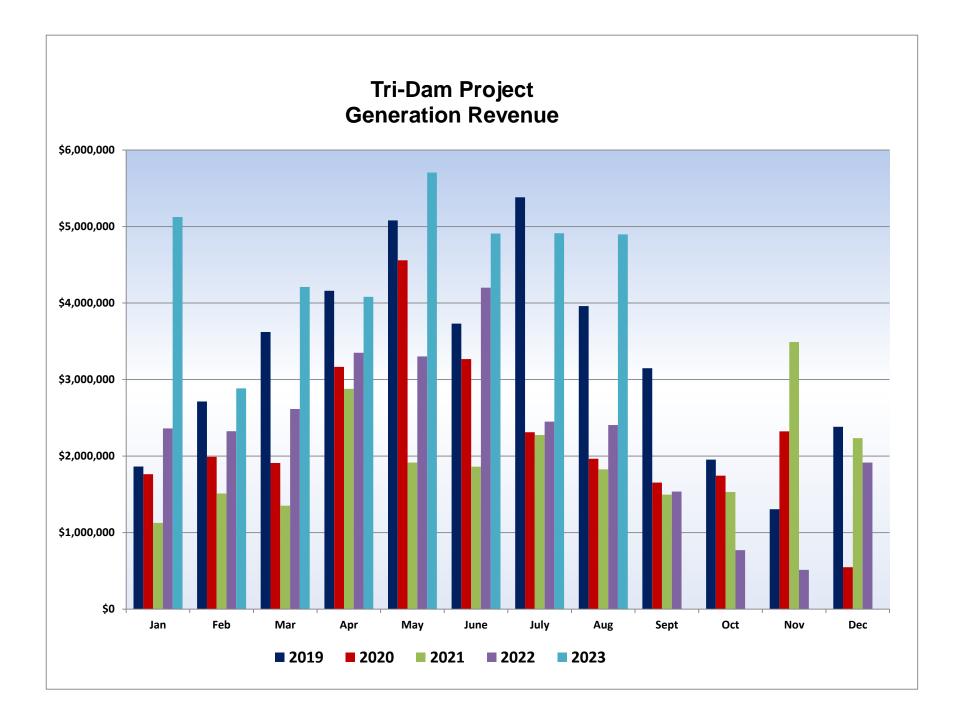
# Tri-Dam Project Generation & Revenue Report 2023

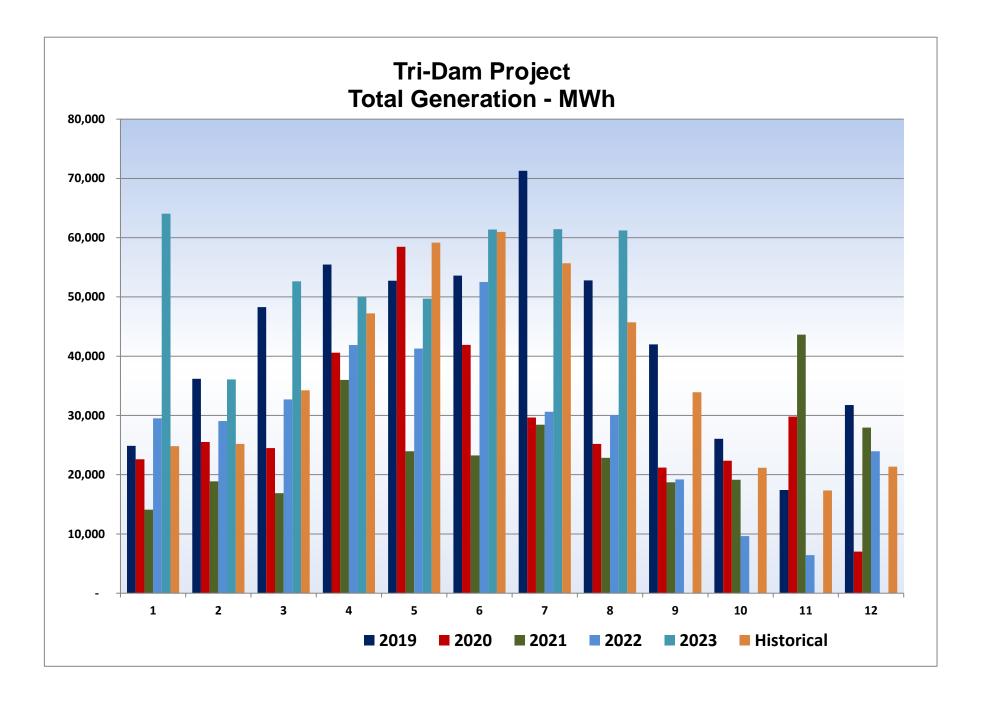
	Donnells				Beardsley			Tulloch			Project Tota	I	
	Average	2023 Net	Avoided	2023	Average	2023 Net	2023	Average	2023 Net	2023	Average	2023 Net	2023
	Generation	Generation	Generation	Energy	Generation	Generation	Energy	Generation	Generation	Energy	Generation	Generation	Energy
	(1958-2018)	(kWh)	(kWh)	Revenue	(1958-2018)	(kWh)	Revenue	(1958-2018)	(kWh)	Revenue	(1958-2018)	(kWh)	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
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
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
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
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
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
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
AUG	27,568,740	34,539,443	-	\$2,763,155	6,269,748	8,342,300	\$667,384	11,868,293	18,323,532	\$1,465,883	45,706,781	61,205,275	\$4,896,422
SEP	20,111,167		-	\$0	5,223,523		\$0	8,577,620		\$0	33,912,310	-	\$0
OCT	12,743,535		-	\$0	3,752,220		\$0	4,664,124		\$0	21,159,879	-	\$0
NOV	12,042,987		-	\$0	2,794,775		\$0	2,487,256		\$0	17,325,019	-	\$0
DEC	14,354,891		-	\$0	3,713,920		\$0	3,288,702		\$0	21,357,513	-	\$0
Total	296,414,092	268,846,084	22,660,370	\$23,320,516	54,898,907	64,831,671	\$5,186,534	95,399,542	102,750,460	\$8,220,037	446,712,540	436,428,215	\$36,727,087

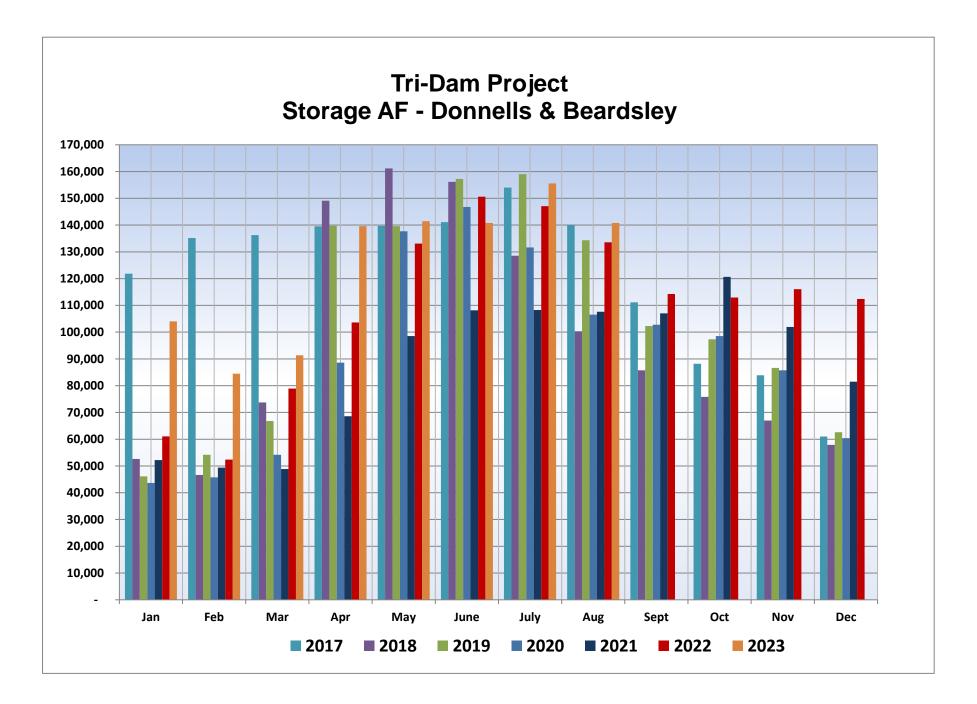
Note: Price per MWh is \$80.00

# Tri-Dam Power Authority - Sand Bar

	Average	2023 Net	Avoided	2023	PG&E	
	Generation	Generation	Generation	Energy	Coordination	
	(1958-2018)	(kWh)	(kWh)	Revenue	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	11,898,964		\$951,917	\$0	\$951,917
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
Total	75,611,948	91,215,679	1,325,750	\$7,403,314	\$0	\$7,403,314







# WESTERN PRICE SURVEY

# [7] Demand, Constraints Temporarily Boost Regional Natural Gas Prices

Increased demand and pipeline constraints temporarily pushed some Western natural gas prices higher during the last week of August; however, energy prices generally fell by month's end.

Capacity constraints tightened Southwest supplies into southern California, but—despite gas storage capacity limitations—the region finally erased its storage deficit.

The U.S. Energy Information Administration in its weekly report said ongoing maintenance in New Mexico by El Paso Natural Gas led to capacity constraints for gas flowing westbound into southern California. Regional prices reached an intraweek daily high of \$4.23/MMBtu in the Desert Southwest and \$10.02/MMBtu at SoCal City-Gate on Aug. 28 "as temperature-related demand in the region rose amid maintenance constraints," the EIA said.

SoCal CityGate failed to maintain that high price, falling \$1.26 to \$3.21/MMBtu in Aug. 24 to Aug. 31 trading the greatest regional price drop. Alberta and El Paso-Permian natural gas added 14 cents and 19 cents to arrive at \$2.56/MMBtu and \$2.16/MMBtu, respectively.

Aliso Canyon, which currently has a 41-Bcf capacity, has been full since Aug. 14, according to Southern California Gas Co. maintenance records. The latest maintenance schedule, posted to ENVOY Aug. 31, said the status was expected to change a minute before the calendar changed to September—most likely in response to the California Public Utilities Commission's approval of Sempra's capacity-increase request for Aliso Canyon (see story at [8]).

A total of 6 Bcf was added to Pacific region natural gas storage as of Aug. 25, according to the EIA, bringing the amount of storage to 248 Bcf—up 2.9 percent compared with the year prior, when there was 241 Bcf available.

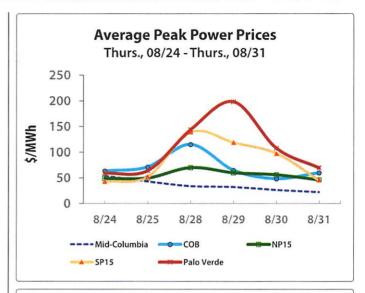
Northwest peak power prices fell by between \$3.50 and as much as \$31.90 at Mid-Columbia, which ended at \$21.95/MWh. Palo Verde peak power gained \$10.50 to reach \$69.50/MWh by Aug. 31. Off-peak power values also sagged, with California-Oregon Border nighttime power shedding the most—down \$3 to \$44/MWh.

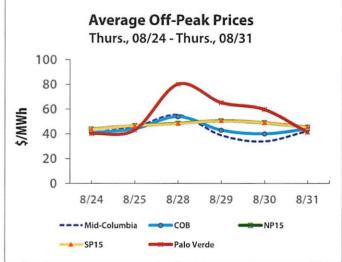
California Independent System Operator grid demand rose from 39,923 MW Aug. 23 to 42,604 MW Aug. 28, which was expected to be the week's high. That same day, thermal generation peaked at 23,815 MW. Total renewables on the CAISO grid reached 18,808 MW Aug. 25.

In August, the average high peak price at Henry Hub was \$2.91/MMBtu, almost \$7 less than in 2022, when it reached \$9.86/MMBtu (see "Price Trends," next page).

Western natural gas hub values lost roughly \$5 year over year. PG&E CityGate dropped the most, down \$5.51 to \$6.28/MMBtu.

Average Western peak power prices in August were generally higher compared with the year prior. COB skyrocketed to \$1,009/MWh, a gain of \$785 compared with 2022. Palo Verde also added more than \$700 in August, climbing \$774 to \$999/MWh. Mid-C daytime power values tumbled \$83.60 year over year to \$53.85/MWh. –Linda Dailey Paulson





# Average Natural Gas Prices (\$/MMBtu)

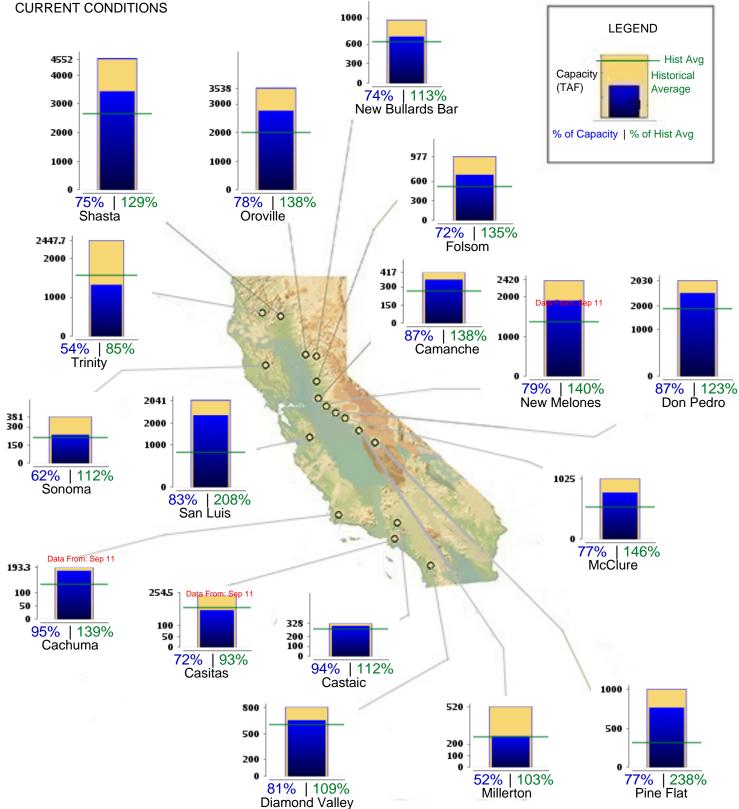
	Thurs.08/24	Tues. 08/29	Thurs. 08/31
Henry Hub	2.43	2.51	2.57
Sumas	2.33	2.75	2.25
Alberta	2.42	2.62	2.56
Malin	2.39	3.04	2.35
Opal/Kern	2.40	3.09	2.37
Stanfield	2.40	2.91	2.35
PG&E CityGate	4.16	4.79	3.63
SoCal Border	2.80	3.78	2.76
SoCal CityGate	4.47	6.45	3.21
EP-Permian	1.97	2.24	2.16
EP-San Juan	2.32	2.92	2.24
Deverte and in the second	the second s		

Power/gas prices courtesy Enerfax

# CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS







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

September 8, 2023

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

#### Re: <u>August 2023 Invoices</u>

Dear Miss Nicotero:

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

#### Non-Native Investigation/ Predator Study

With the completion of field sampling in June, effort during August continued to focus on data management and processing samples collected for analysis of this year's data. Hourly recording thermographs deployed throughout the lower river were also downloaded to provide water temperature data for analyses. Results of genetic analyses of diet samples have been received from the lab and data will be entered and analyzed.

#### Stock-recruit Analysis

In late August we received updated analyses and methods for the report from Dr. Korman. We also corresponded with Dan Steiner to clarify our understanding of the flow and reservoir storage modeling results he provided for use in our simulations. Developing the report of findings is a priority in September.

Buager Summ					
2023	RST	Non-natives	O. mykiss	Stock-recruit	Total
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
Aug	\$-	\$ 20,175.48	\$ -	\$ 13,970.00	\$ 34,145.48
TOTAL	\$ 90,350.83	\$ 342,234.82	\$-	\$ 71,330.00	\$ 503,915.65
Estimated		,		,	
2023	\$ 90,000.00	\$ 450,000.00	\$ 60,000.00	\$ 165,000.00	\$ 765,000.00
Remaining	\$ (350.83)	\$ 107,765.18	\$ 60,000.00	\$ 93,670.00	\$ 261,084.35

#### **Budget Summary**

Sincerely,

Andrea Faller

Andrea Fuller



# SJB August Field Report

Preliminary production estimates were recently calculated for the 2023 juvenile Chinook salmon outmigration season in the Stanislaus and Tuolumne rivers (Figure 1-3). A total of 580,833 juvenile salmon were estimated to have passed the Oakdale RST on the Stanislaus River between late-January and June, with the majority (71%) migrating as fry (<50 mm). Production in the Stanislaus River in 2023 was slightly higher than the previous year.

The Caswell RSTs near the mouth of the Stanislaus River are operated by Pacific States Marine Fisheries Commission (PSMFC) and abundance estimates were not available as of the time of this report.

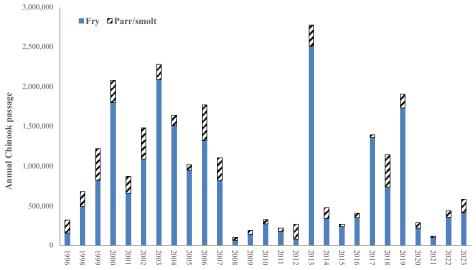


Figure 1. Annual Chinook passage at the Stanislaus River rotary screw trap at Oakdale, 1996-2023.

Sampling at the Waterford RST on the Tuolumne River occurred from January to June and was dominated by the fry lifestage. A total of 176,957 juvenile salmon were estimated to have passed the Waterford RST in 2023, and 93% consisted of fry-sized salmon (Figure 2). Production in the Tuolumne River in 2023 was almost 15 times greater than the previous outmigration season (Figure 2).

Sampling at the Grayson RSTs near the mouth of the Tuolumne River occurred from January through June and was dominated by the fry lifestage. A total of 56,858 juvenile salmon were estimated to have passed the Grayson RSTs in 2023 (Figure 3). Juvenile outmigration during 2023 was predominately fry-sized salmon (89%).



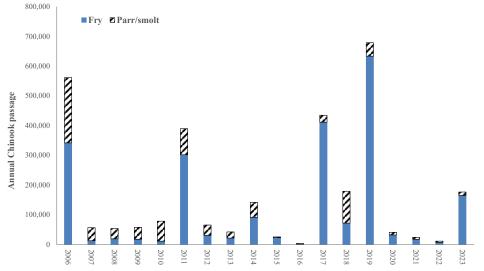


Figure 2. Annual Chinook Passage at the Tuolumne River rotary screw trap at Waterford, 2006-2023.

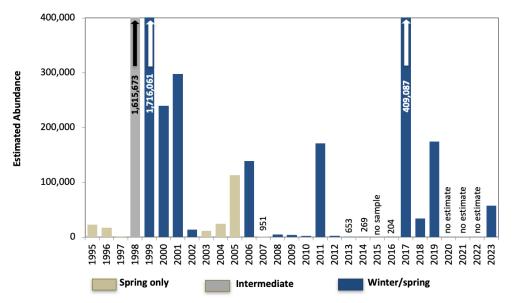


Figure 3. Annual Chinook Passage at the Tuolumne River rotary screw trap at Grayson, 1995-2023.

Preliminary estimates for YOY and Age 1+ *O. mykiss* were calculated for the 2022-23 migration season at the Calaveras RST. A total of 1,674 YOY and 8,004 Age 1+ *O. mykiss* were estimated to have migrated past the Calaveras RST between November 2, 2022 and July 14, 2023. Total passage ranked 8th highest since the trap began sampling in 2002 (Figure 4).



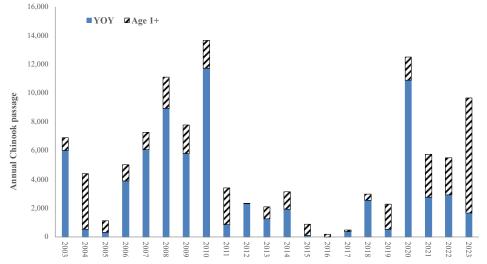


Figure 4. Annual O. mykiss passage at the Calaveras River rotary screw trap by lifestage, 2003-2023.

# Fall-run Adult Migration Monitoring

The 2023 monitoring season for adult fall-run Chinook is upon us in the San Joaquin Basin. The Stanislaus River weir was installed on September 5-6. Tuolumne River weir installation is tentatively planned for the week of September 11, but work in the river will be flow dependent.

# Stanislaus O. mykiss Sampling

The U.S. Bureau of Reclamation recently awarded FISHBIO a new contract to continue collecting data on *O. mykiss* in the Stanislaus River. Previously, *O. mykiss* data (PIT tag and tissue/scale samples) were only collected from fish captured at the Stanislaus weir and Oakdale RST. To increase the number of fish sampled in the Stanislaus River, the new contract includes hook-and-line surveys. The first monthly Stanislaus River hook-and-line survey was conducted on September 7 from Knights Ferry to Horseshoe. A total of 12 *O. mykiss* were captured, including two fish that were previously tagged. Total length of fish captured ranged from 296 mm (11.6 inches) to 454 mm (17.8 inches). Tissue and scale samples were collected from all "new" fish. They also received a PIT tag before being released in good condition in the same area they were captured.





Figure 5. A 17.8-inch O. mykiss recaptured during the hook-and-line surveys.

# Summer Snorkel Surveys

Snorkel surveys were conducted on the Calaveras River from August 21–August 31 from New Hogan Dam to Shelton Road. All lifestages were observed in all reaches snorkeled except in the Shelton Road reach where abundance was also the lowest observed. Preliminary data suggests the highest densities of *O. mykiss* (primarily juveniles, <300 mm) were observed between the Dam and Jenny Lind Bridge. Preliminary *O. mykiss* abundance estimates should be available in the coming months.

Snorkel surveys will be conducted on the Stanislaus River from September 8–September 20 between Goodwin Dam and Orange Blossom Bridge, excluding the canyon reach. Snorkel surveys in the Tuolumne River are tentatively scheduled from late September/early October but dependent on river flows.

# **TRI-DAM**

# POWER AUTHORITY

# REGULAR BOARD MEETING AGENDA TRI-DAM POWER AUTHORITY of THE OAKDALE IRRIGATION DISTRICT and THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT SEPTEMBER 21, 2023 Start time is immediately following the Tri-Dam Project meeting which begins at 9:00 AM

# Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (<u>www.oakdaleirrigation.com</u>) ON MONDAY, SEPTEMBER 18, 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 (<u>www.oakdaleirrigation.com</u>).

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 <u>https://us02web.zoom.us/j/3585721867</u>

or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. 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 <u>jhassell@oakdaleirrigation.com</u> by 4:30 p.m., Wednesday, September 20, 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) 840-5502, 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.

# 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**

# **CONSENT CALENDAR**

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 August 17, 2023.
- 2. Approve the Financial Statements of the seven months ending July 31, 2023.
- 3. Approve the August statement of obligations.

# **ACTION CALENDAR**

4. Discussion and possible action to authorize the purchase of materials for replacement of the Sandbar Bridge driving surface and labor expenses, to include a capital budget amendment authorization.

# ADJOURNMENT

- 5. Commissioner Comments.
- 6. Adjourn to the next regularly scheduled meeting.

# **ITEM 4**

**ITEMS 5 - 6** 

# **BOARD AGENDA REPORT**

Date: 9/21/2023 Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority August 2023 Minutes

**RECOMMENDED ACTION:** Review and possible approval of August 17, 2023 Minutes

# **BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

**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

August 17, 2023 Manteca, California

The Commissioners of the Tri-Dam Power Authority met at the office of the South San Joaquin Irrigation District in Manteca, 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 9:39 a.m.

# **OID COMMISSIONERS**

# SSJID COMMISSIONERS

# **COMMISSIONERS PRESENT:**

ED TOBIAS BRAD DE BOER TOM ORVIS LINDA SANTOS HERMAN DOORNENBAL GLENN SPYKSMA MIKE WESTSTEYN DAVID ROOS DAVID KAMPER

#### 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; Genna Modrell, Finance Asst., Tri-Dam Project; Daniel Hogue, Interim Maintenance Supervisor, Tri-Dam Project; Brett Gordon, Interim Operations Supervisor, Tri-dam Project; Mia Brown, Counsel, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID; Sonya Williams, Finance & Admin. Manager, SSJID

# PUBLIC COMMENT

No public comment.

# CONSENT CALENDAR

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

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

The motion passed by the following roll call vote: AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn NOES: None ABSTAINING: None ABSENT: Holbrook

#### **ACTION ITEMS**

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

Commissioner Santos moved to approve as presented. Commissioner Kamper seconded the motion.

The motion passed by the following roll call vote: AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn NOES: None ABSTAINING: None ABSENT: Holbrook

# **ITEM #4 Commissioner Comments**

None.

# ADJOURNMENT

President Spyksma adjourned the meeting at 9:43 a.m.

The next Board of Commissioners meeting is scheduled for September 21, 2023, at the offices of Oakdale Irrigation District immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary Tri-Dam Power Authority

# **BOARD AGENDA REPORT**

Date: 09/21/2023 Staff: Sharon Cisneros

# SUBJECT: Tri-Dam Power Authority Financial Statements for the Seven Months ending July 31, 2023

**RECOMMENDED ACTION:** Approve the Financial Statements for the Seven Months ending July 31, 2023

# BACKGROUND AND/OR HISTORY:

As of the financial statement date of July 31, 2023, the Tri-Dam Power Authority (TDPA) cash increased by \$2.1M over the prior year primarily due to an increase in power sales of \$2.5M compared to the prior year. Reserve funds in investments total just over \$1.1M.

TDP has realized 143.4% of its annual budgeted operating revenues for 2023, and only utilized 46.3% of its budgeted operating expenses. With the maintenance scheduled in November and December, staff anticipates that expenses will increase in relation to the annual budget.

Further details are available in the attachments.

FISCAL IMPACT: none

**ATTACHMENTS:** Financial Statements 07/31/2023 (unaudited)

**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 Net Position

# July 31, 2023

(unaudited)

	2023	2022
Assets		
Cash	\$ 7,073,324	\$ 4,915,737
Investments	1,118,718	1,086,803
Accounts Receivable	952,047	559,705
Prepaid Expenses	-	25,034
Inventory	5,424	5,424
Capital Assets	45,390,788	45,175,608
Accumulated Depreciation	(23,254,627)	(22,666,521)
Total Assets	 31,285,673	 29,101,789
Liabilities Accounts Payable Due to Tri-Dam Project Total Liabilities	 228 236,591 236,819	 - 391,151 391,151
Net Position		
Net Position - Beginning of Year	29,672,949	26,363,000
Distributions	(4,400,000)	(800,000)
YTD Net Revenues	 5,775,904	 3,147,638
Total Net Position	 31,048,853	 28,710,638
Total Liabilities and Net Position	\$ 31,285,673	\$ 29,101,789



# **Tri-Dam Power Authority** Statement of Revenues and Expenses

Period Ending July 31, 2023

		MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year MTD Actual	Prior Year MTD Var	Prior Year Variance %
	Operating Revenues							
1	Power Sales	\$ 375,000	\$ 952,047	\$ 577,047	153.9%	\$ 559,705	\$ 392,342	70.1%
2	Other Operating Revenue	-	-	-	-	-		-
3	Total Operating Revenues	375,000	952,047	577,047	153.9%	559,705	392,342	70.1%
4	Operating Expenses							
5	Salaries and Wages	30,667	19,963	(10,703)	-34.9%	26,688	(6,725)	-25.2%
6	Benefits and Overhead	21,100	7,579	(13,521)	-64.1%	5,463	2,116	38.7%
7	Operations	892	-	(892)	-100.0%	619	(619)	-100.0%
8	Maintenance	6,542	-	(6,542)	-100.0%	544	(544)	-100.0%
9	General & Administrative	27,708	63,826	36,117	130.3%	24,008	39,817	165.8%
10	Depreciation Expense	41,250	40,785	(465)	-1.1%	40,974	(188)	-0.5%
11	Total Operating Expenses	128,158	132,153	3,995	3.1%	98,296	33,858	34.4%
12	Net Income From Operations	246,842	819,894	573,052	232.2%	461,409	358,485	77.7%
13	Nonoperating Revenues (Expenses)							
14	Investment Earnings	708	66	(642)	-90.6%	(603)	669	-111.0%
15	Gain/(Loss) on Asset Disposal	-	-	-	-	-	-	0.0%
16	Other Income	-	-	-		-		
17	Total Nonoperating Revenues (Expenses)	708	66	(642)	-90.6%	(603)	669	-111.0%
18	Net Revenues	\$ 247,550	\$ 819,960	\$ 572,410	231.2%	\$ 460,806	\$ 359,154	77.9%

Memo:

19 Capital Expenditures

\$ 90,000 \$ -

\$ - \$ (90,000)

# **Tri-Dam Power Authority**



# Statement of Revenues and Expenses

Period Ending July 31, 2023

	TRI-DAM PROJECT	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1	Operating Revenues							
2	Power Sales	\$ 2,625,00	0 \$ 6,451,397	\$ 3,826,397	145.8%	\$ 3,903,750	\$ 2,547,647	65.3%
3	Other Revenue	-	-	-	-	-	-	-
4	Total Operating Revenues	2,625,00	0 6,451,397	3,826,397	145.8%	3,903,750	2,547,647	65%
5								
6	Operating Expenses							
7	Salaries and Wages	214,66	7 136,666	(78,001)	-36.3%	161,644	(24,979)	-15.5%
8	Benefits and Overhead	147,70	0 48,643	(99,057)	-67.1%	58,543	(9,900)	-16.9%
9	Operations	6,24	2 6,851	609	9.8%	1,824	5,027	275.7%
10	Maintenance	45,79	2 2,545	(43,247)	-94.4%	6,482	(3,937)	-60.7%
11	General & Administrative	193,95	8 232,107	38,149	19.7%	154,036	78,072	50.7%
12	Depreciation Expense	288,75	0 285,497	(3,253)	-1.1%	186,157	99,340	53.4%
13	Total Operating Expenses	897,10	8 712,310	(184,799)	-20.6%	568,686	143,624	25.3%
14								
15	Net Income From Operations	1,727,89	2 5,739,087	4,011,196	232.1%	3,335,064	2,404,023	72.1%
16								
17	Nonoperating Revenues (Expenses)							
18	Investment Earnings	4,95	8 36,817	31,858	642.5%	(467)	37,284	-7980.8%
19	Gain/(Loss) on Asset Disposal	-	-	-	-	(100,000)	100,000	-100.0%
20	Other Income	-	-	-		-		
21	Total Nonoperating Revenues (Expenses)	4,95	8 36,817	31,858	642.5%	(100,467)	137,284	-136.6%
22								
23	Net Revenues	\$ 1,732,85	0 \$ 5,775,904	\$ 4,043,054	233.3%	\$ 3,234,597	\$ 2,541,307	78.6%
24								

# Tri-Dam Authority Capital Expenditures Period ending July 31, 2023

Account Numbe	Project & Purchase Description	-	Amended Idget 2023	2023 Actual Expenditures	emaining Budget
1 2-8-21-01-69901	Graphex Operator Interface	\$	20,000		\$ 20,000
3 2-8-05-23-61001	Sandbar PH 51E Mechanical Relay Replc		25,000		25,000
4 2-8-05-13-61301	Sandbar PH 115kV Pole Replace/Repair		750,000		750,000
5 2-8-05-23-61002	Sandbar PH Bridge Board Repair		100,000		100,000
6 2-8-05-23-61003	Sandbar PH Flowmeter		150,000	28,220	121,780
7 2-8-05-35-63201	Upgrade SCADA RTU/RTAC		35,000		35,000
Total Capital		\$	1,080,000	\$ 28,220	\$ 1,051,780

# **BOARD AGENDA REPORT**

Date: 9/21/2023 Staff: Genna Modrell

# SUBJECT: Tri-Dam Power Authority August Statement of Obligations

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

# **BACKGROUND AND/OR HISTORY:**

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

FISCAL IMPACT: See Attachments

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

**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

August 1, 2023 to August 31, 2023

# TRI-DAM POWER AUTHORITY STATEMENT OF OBLIGATIONS

# Period Covered August 1, 2023 to August 31, 2023

Total Obligations:	8	checks in the amount of	\$26,162.68
(See attached Vendor Check Register Rep	port)	=	
	<b>CERTIFICA</b>	<u>FION</u>	
OAKDALE IRRIGATION DISTRICT	SOUTH SAN JOA	QUIN 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:

Glenn Spyksma, President

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.

Summer Nicotero, Secretary

Date

TRI-DAM POWER AUTHORITY	TRI-DAM POWER AUTHORITY
PRESIDENT,	SECRETARY,

Date

# Authority

August Checks



Check	Vendor No	Vendor	Date		Description	Amount
208361	11343	Tim O'Laughlin	08/03/2023		Legal Matters	5,848.50
208362	10516	Pacific Gas & Electric Co.	08/03/2023			374.64
208363	10954	YSI Incorporated	08/03/2023			732.25
208364	10500	OID ~ Routine	08/16/2023			842.11
208365	10320	General Supply Co.	08/24/2023			86.37
208366	11490	Nor Cal Fire, Inc.	08/24/2023			150.00
208367	10516	Pacific Gas & Electric Co.	08/24/2023			353.60
20230008	10289	Federal Energy Reg. Commission	08/22/2023			17,775.21
				Report Total:		\$ 26,162.68

# **BOARD AGENDA REPORT**

Date: 9/21/2023 Staff: Summer Nicotero

# SUBJECT: Sandbar Bridge Board Replacement

**RECOMMENDED ACTION:** Discussion and possible action to authorize the purchase of materials for replacement of the Sandbar Bridge driving surface and labor expenses, to include a capital budget amendment authorization.

# **BACKGROUND AND/OR HISTORY:**

Sandbar Powerhouse access is over a floating bridge. The bridge has 2 layers of boards on top of the driving surface for traction as well as bridge float protection. The under layer lays atop the steel and the top layer lags to the bottom.

The current bridge boards or bridge decking is worn out and need to be replaced. (Bridge boards last replaced 2007 for \$13,421).

Additional money remains in the budget for 3 replacement spuds and downstream cables. This portion of the project will need to roll to 2024 as we don't have time and resources this year.

FISCAL IMPACT:	Budgeted	Materials Labor and C		\$27,821 \$25,000	
ATTACHMENTS:	Denair Lumb		\$30,4	21.25 49.75 65.09	
Board Motion:					
Motion by:			Secor	nd by:	
VOTE: OID: DeBoer (Yes	s/No) Doorne	nbal (Yes/No	) Orvis	(Yes/No)	) Santos (Yes/No) Tobias (Yes/No)
SSJID: Holbrook (Yes/No) Kamper (Yes/No (Yes/No)				(Yes/No)	Spyksma (Yes/No) Weststeyn





Sonora Lumber Company 730 S. Washington Street Sonora, Ca. 95370 A/R direct line: 209-890-3022 95370 209-532-7446 Fax: 209-532-1876



QUOTE

2308-177026 R2

**R2** PAGE 1 OF 1

SOLD TO	JOB ADDRESS	ACCOUNT	JOB
TRI DAM PROJECT	TRI DAM PROJECT	99594	0
PO BOX 1158	PO BOX 1158	CREATED ON	08/09/2023
PINECREST CA 95364	PINECREST CA 95364 209 532-3838	EXPIRES ON	08/16/2023
		BRANCH	2000
		CUSTOMER PO#	BRIDGE
		STATION	MO2
		CASHIER	JC
Thank you for Shopping Sonora	1	SALESPERSON	JC
Lumber Company!		ORDER ENTRY	JC
		MODIFIED BY	JC

Item	Description	D	Quantity	U/M	Price	Per	Amount
SO22	HGL8450 1/2" x 4 1/2" Lag Screw HDG SPECIAL ORDER - NON-RETURNABLE		1,300	EA	1.2400	EA	1,612.00
S022	HGW5008 1/2" Flat Washer HDG 50# (1300) bulk 50 pound carton. 1300 pieces SPECIAL ORDER - NON-RETURNABLE		1	EA	102.0000	EA	102.00
S021	SPECIAL ORDER - NON-RETURNABLE + 3X12 PT DF BRN 128/10' 170/14' 12/16' SPECIAL ORDER - NON-RETURNABLE		3,852	EA	6.1400	EA	23,651.28
					Subtotal		25,365.28
				Y 8.75% X 1.00%	Sales Tax		2,219.46 236.51 27,821.25

Buyer: SAWYER, GARY



DENAIR LUMBER COMPANY, INC.

P.O. BOX 248 4501 MAIN STREET DENAIR, CA 95316 (209) 632-2494

SOLD TO:

CONTRACTOR

# QUOTE

INVOICE #	0
ACCOUNT #	2003945
DATE	11-Aug-23
TIME	14:34
EMPLOYEE	4 - Pat N.
TERMINAL	1007
PAGE #	1

SHIP TO:

CONTRACTOR CA

ITEM	DESCRIPTION	QTY	SALE	U/M	EXT
CONTRACTOR, TRIDA	M PROJECT, 3X12PT.31, 8-11-2023,	PN OPTION	2		
Quote # 15254					
****TRIDAM PROJEC	T****				
GARY SAWYER: 209-	743-2720, gsawyer@tridamproject.c	com			
***THIS QUOTE IS	FOR D.F. PRESSURE TREATED CAC.31**	k sk			
312SOLUMBER	3X12 SPEC ORDER MISC LUMBER	3852.00	2,289.00	MBF	26451.68
3x12 PT DF TREATE	D CAC.31 =(ACQ.60): 128-10', 170-1	4', 12-16'			
12GFWASHER	1/2" GALV FOUNDATION WASHER	1300.00	0.21	EACH	273.00
so1-01613	1/2"x4-1/2" GALV. LAG SCREW	1300.00	0.89	None	1157.00
FREIGHT	FREIGHT CHARGES	1.00	100.00	EACH	100.00
Deliver to: 31885	old strawberry Rd, Strawberry, CA	95375			
ACCEPTANCE OF OUR			AVMENT TE	SECURED.	
ACCEPTANCE OF QUO	TE IS OPTIONAL WITH US AFTER 5 DAY	S UNLESS P	AYMENT IS	SECURED	

cupromu t	27.001.00
SUBTOTAL \$	27,981.68
SUBTOTAL \$ CLPA \$	~264.51680
STANISLA \$	~2203.5573
TOTAL \$	30 449 75
	50,445.75

SIGNATURE Authorized Signer

Return Policy: Please retain receipt for returns. All materials returned for credit may be subject to restock charge. Materials returned must be in saleable condition. Non stock items and special order items may not be returned for credit. WARNING: This facility sells products that contain chemicals known to the State of CA to cause cancer, birth defects or reproductive harm.

Proposition 65 Warning: Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of CA deems to cause cancer. Use a dust mask or other safeguards for personal protection. CA Health and safety code section 25249.6 Terms: Accounts are due and payable on or before the 10th of the month following purchase. A finance charge of 1 1/2% per month will be assessed on overdue accounts. Buyer agrees to pay reasonable attorney's fees and collection costs.



Calaveras Lumber Company PO Box 890 155 S. Main st. Angels Camp CA 95221 209-736-4601 Fax: 209-736-2751



QUOTE

R1 PAGE 1 OF 1 2308-177382

SOLD TO	JOB ADDRESS	ACCOUNT	JOB
PRO PRICE	TRI DAM	2	0
	PINE CREST CA 95364	CREATED ON	08/10/2023
	209-532-3938	EXPIRES ON	08/17/2023
		BRANCH	1000
		CUSTOMER PO#	
		STATION	MO2
		CASHIER	JC
Thank you for shopping with		SALESPERSON	
us!		ORDER ENTRY	JC
		MODIFIED BY	JC

ltem	Description	D	Quantity	U/M	Price	Per	Amount
12412LG	1/2X4-1/2 LAG BOLT GALV (5597)		1,300	EA	2.1510	EA	2,796.3
12WG	1/2 USS FLAT WASHER GALV (09143)		1,300	EA	0.6210	EA	807.30
SO21	+ 3X12 PT DF BRN 182/16' 64/20' SPECIAL ORDER - NON-RETURNABLE		4,192	EA	6.1600	EA	25,822.72
				I	Subtotal		29,426.32
				S 7.75%			2,280.54
			LBR TA	X 1.00%	Sales Tax		258.23
					Total		31,965.09