



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

September 15, 2022

REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
SEPTEMBER 15, 2022
9:00 A.M.

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC COMMENT AND PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, SEPTEMBER 15, 2022 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE OF EMERGENCY

(Effective 3/27/2020 – until further notice):

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

*The location of the Tri-Dam meeting will be at the office of the Oakdale Irrigation District, 1205 East F Street, Oakdale and will be open to the public based on a reservation system. Be advised these facilities only have 3 – 4 seats available for public access due to implemented protection measures for the COVID-19 virus.

****Public members who wish to participate, listen to, and provide comment on agenda items can do so 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 nfiez@oakdaleirrigation.com by 4:30 p.m., Wednesday, September 14, 2022.

In addition to the mandatory conditions set forth above, the Tri-Dam Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings.

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) 840-5504, 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, Bob Holmes, Dave Kamper, Glenn Spyksma, Mike Weststeyn
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 - 6

1. Discuss and consider adoption of Resolution TDP 2022-15 to implement teleconferencing requirements during a proclaimed state of emergency.
 2. Approve the regular board meeting minutes of August 25, 2022.
 3. Approve the June, July, August statement of obligations.
 4. Approve renewal of Anthem Medical Plan Insurance Coverage effective January 1, 2023.
 5. Approve renewal of Delta Dental Insurance Plan Coverage effective January 1, 2023.
 6. Approve renewal of Vision Services Plan Insurance Coverage effective January 1, 2023.
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ACTION CALENDAR

ITEMS 7 - 13

7. Consider approval of the 2021 Audited Financial Statements – Presentation by Fedak & Brown LLP.
8. Review and take possible action to approve the Financial Statements for the six months ending June 30, 2022.
9. Review and take possible action to approve Resolution TDP 2022-16 District Distribution.
10. Review and take possible actions to authorize the Interim General Manager to sign a Professional Services Agreement with Provost & Pritchard for roadway design along Hells Half Acre Roadway (5N95) – USFS.
11. Review and take possible action to authorize the Interim General Manager to sign a Professional Services Agreement with Provost & Pritchard for Design and Engineering Services for the Tulloch Spillway Road Project – Phase 1.
12. Review and take possible action to approve PG&E Islanding Letter Agreement

13. Review and take possible action to approve an amendment to the budget to include the reroofing of both Donnell's Powerhouse and Cottage, and authorize the General Manager to solicit competitive bids and award to the lowest qualifying bidder.

COMMUNICATIONS

ITEMS 14 - 17

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

CLOSED SESSION

ITEM 18

18. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *Lee Tyler et al. v Oakdale Irrigation; et al.*
Calaveras Superior Court Case No. 17CV42319
 2. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Possible Initiation of Litigation
Government Code § 54956.9(d)(4)
Four (4) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
Two (2) cases
- d. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
 1. General Manager
 2. Finance & Administrative Manager

ADJOURNMENT

ITEM 19

19. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 9/15/2022

Staff: Mia Brown

SUBJECT: Resolution TDP 2022-15 to Implement Teleconferencing Requirements during a Proclaimed State of Emergency

RECOMMENDED ACTION: Approve Resolution TDP 2022-15 proclaiming a local emergency, which authorizes remote teleconference meetings.

BACKGROUND AND/OR HISTORY:

On September 17, 2021 Assembly Bill 361 (AB 361) was signed and took effect on October 1, 2021. AB 361 replaced some provisions of Executive Order N-29-20, which allows local legislative bodies to hold remote teleconference meetings. The resolution will allow the Project a thirty (30) day period to continue remote meetings, or until conditions improve or the Executive Order is cancelled. A subsequent resolution will need to be passed every thirty days to continue the remote meetings.

FISCAL IMPACT: None

ATTACHMENTS: Resolution TDP 2022-15

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

**TRI-DAM PROJECT
RESOLUTION No. TDP 2022-15
RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS
DURING A PROCLAIMED STATE OF EMERGENCY**

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the Board of Directors of the Tri-Dam Project 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. The Board of Directors ("Board") of the Tri-Dam Project ("TDP") finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency; and
 - b. State or local officials have imposed or recommended measures to promote social distancing.

3. TDP staff is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
4. That this Resolution shall take effect immediately and shall remain in effect for thirty (30) days thereafter, provided the conditions set forth in Section 2 remain.

PASSED AND ADOPTED by the Board of Directors of the Tri-Dam Project this 15th day of September, 2022, by the following vote:

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

AYES:

NOES:

ABSENT:

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Tom D. Orvis, President

Robert A. Holmes, President

Scot A. Moody, Secretary

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Dawn Driesen

SUBJECT: Tri-Dam Project August 2022 Minutes

RECOMMENDED ACTION: Recommend Approval of August 25, 2022 Minutes

BACKGROUND AND/OR HISTORY:

FISCAL IMPACT: None

ATTACHMENTS: August 25, 2022 Minutes

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

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

August 25, 2022
Strawberry, California

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

President Holmes called the meeting to order at 9:05 a.m.

DIRECTORS PRESENT:

OID DIRECTORS

BRAD DeBOER
HERMAN DOORNENBAL
ED TOBIAS

SSJID DIRECTORS

BOB HOLMES
GLENN SPYKSMA
MIKE WESTSTEYN

Also Present:

Jeff Shields, Interim General Manager, Tri-Dam Project; Scot A. Moody, General Manager, OID; Peter Rietkerk, General Manager, SSJID; Sharon Cisneros, Chief Financial Officer, OID; Sonya Williams, Finance and Administration Manager, SSJID; Mia Brown, General Counsel, SSJID; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project.

PUBLIC COMMENT

None.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of July 21, 2022.

ITEM #2 Approve adoption of Resolution TDP 2022-12 to implement teleconferencing requirements during a proclaimed state of emergency.

TRI-DAM PROJECT RESOLUTION No. TDP 2022-12
RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS
DURING A PROCLAIMED STATE OF EMERGENCY

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the Board of Directors of the Tri-Dam Project 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. The Board of Directors ("Board") of the Tri-Dam Project ("TDP") finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency; and
 - b. State or local officials have imposed or recommended measures to promote social distancing.
3. TDP staff is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.

4. That this Resolution shall take effect immediately and shall remain in effect for thirty (30) days thereafter, provided the conditions set forth in Section 2 remain.

Director Doornenbal noted that a correction was need in the July 21, 2022 minutes. Director DeBoer arrived at 9:19, not Director Doornenbal.

Director DeBoer moved to approve the consent calendar with the noted correction. Director Spyksma seconded the motion.

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

ACTION CALENDAR

ITEM #3 Review and Take Possible Action to Adopt Resolution TDP 2022-13 for Designation of Bank Account Signatories on the Oak Valley Community Bank and the US Bank accounts.

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

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

TRI-DAM PROJECT
Oakdale Irrigation District
South San Joaquin Irrigation District

RESOLUTION NO. TDP 2022-13

DESIGNATION OF BANK ACCOUNTS AND SIGNATORIES

WHEREAS, the Joint Board of Directors of said Tri-Dam Project desires that specific persons be authorized to deposit funds in and withdraw funds from said accounts, with the full power to endorse and sign documents required to accomplish such purposes.

NOW THEREFORE, BE IT RESOLVED, that the specific accounts referred to and the persons designated to sign on each of said accounts together with their respective official titles, are as follows:

BANK: Oak Valley Community Bank (All accounts) US Bank (All accounts)

CHECK SIGNATORIES:

Peter M. Rietkerk, General Manager, South San Joaquin Irrigation District
Scot A. Moody, General Manager, Oakdale Irrigation District
Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District
Sonya Williams, Finance and Administration Manager, South San Joaquin Irrigation District
Jeffrey K. Shields, Interim General Manager, Tri-Dam Project

BE IT FURTHER RESOLVED, that two signatures from the “CHECK SIGNATORIES” listed above are required on checks.

ITEM #4 Review and Take Possible Action to Adopt Resolution TDP 2022-14 for Designation of Bank Account Signatories on the California Local Agency Investment Fund (LAIF) accounts.

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

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

TRI-DAM PROJECT
Oakdale Irrigation District
South San Joaquin Irrigation District

RESOLUTION NO. TDP 2022-14

AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

AGENCY ADDRESS: 31885 Old Strawberry Road AGENCY PHONE NUMBER: 209-965-3996
Strawberry, CA 95375

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the joint Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Tri-Dam Project;

NOW THEREFORE, BE IT RESOLVED, that the joint Board of Directors hereby authorizes the deposit and withdrawal of the Tri-Dam Projects monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Oakdale Irrigation District, and South San Joaquin Irrigation District officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transaction contemplated hereby.

ITEM #5 Review and Take Possible Action to Approve 2022 Annual FERC Administrative Fees.

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

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

ITEM #6 Discussion and update on the Status of the 2021 Audited Financial Report and other Finance Activities.

Jeff Shields gave an update on the current situation. He stated that staff has been very helpful. The 2021 Audited Financial Report has been finalized and will be presented to the Board by the auditors at a later date. Sharon Cisneros stated that the Financial Statements would be presented at the next meeting.

COMMUNICATIONS

ITEM #7 Staff Reports

A. Interim General Manager, Jeff Shields

- Mr. Shields stated that Tri-Dam staff has reached a safety milestone. As of August 9, 2022, they have reached 1,000 consecutive days without a lost time injury.
- Mr. Shields recently had a conference call with the Z Global representatives regarding their services related to power marketing for the expiring SVP Power Purchase Agreement.
- He is redrafting the Finance and Administration job description.
- He is currently reviewing security and safety issues concerning the Tri-Dam facilities.
- Mr. Shields discussed PG&E's request to release more water in September.

b. Operations and Maintenance Manager, Chris Tuggle

- Mr. Tuggle stated that they recently had trespassers at Tulloch Dam.
- Recently had an inspection of the Beardsley Tunnel.
- Mr. Tuggle recently attended the monthly operations coordination meeting with PG&E.
- Mr. Tuggle gave an update on the current and future maintenance projects. He stated that he would be bringing several projects to the Board for approval.
- A relieve valve at Beardsley was inoperable and, thanks to the Tri-Dam staff, it has been repaired.

c. License Compliance Coordinator, Susan Larson

- Day use site is close to being done and the security is functional.
- Road that was damaged from floods is being rebuilt. Provost & Pritchard are preparing a design that is wider and decreases the steepness.
- Ms. Larson stated that they are moving forward with proposals for the Tulloch spillway road.

ITEM #8 GENERATION REPORT

No Discussion

ITEM #9 FISHERIES STUDIES ON LOWER STANISLAUS RIVER

No Discussion

ITEM #10 DIRECTOR'S COMMENTS

Director Tobias thanked the staff and appreciates them keeping things moving. All Directors also thanked them.

Recess to Tri-Dam Power Authority

Director Doornenbal recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:09 a.m.

The Tri-Dam Project meeting resumed at 10:12 a.m. after the Tri-Dam Power Authority meeting adjourned.

Director Holmes announced before closed session that the following items would be discussed.

ITEM #11 CLOSED SESSION

11. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code § 54956.9(d)(1)
 1. *Tri-Dam v. MWH Americas, Inc., et al.*
Tuolumne County Superior Court, Case No. CV61638
 2. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Possible Initiation of Litigation Government Code § 54956.9(d)(4) Four (4) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation Government Code § 54956.9(d)(2) Two (2) cases
- d. PUBLIC EMPLOYMENT Government Code sec. 54957(b)
 1. General Manager
 2. Finance & Administrative Manager

At the hour of 12:21 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

Director Holmes adjourned the meeting at 12:21 p.m.

The next regular board meeting is scheduled for September 15, 2022, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST

Jeff Shields, Interim Secretary
Tri-Dam Project

DRAFT

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Genna Modrell

SUBJECT: Tri-Dam Project Statement of Obligations June, July & August

RECOMMENDED ACTION: Recommend Approval of June, July & August Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the June, July & 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) Holmes (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Project

Statement of Obligations

Period Covered

June 1, 2022 to June 30, 2022

Tri Dam Project Statement of Obligations

Period Covered
From To
June 1, 2022 to June 30, 2022

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	65	\$534,168.08
 <u>Payrolls - Net Charges</u>		
<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>
09-Jun-22	Payroll	\$ 113,665.15
23-Jun-22	Payroll	\$ 121,675.71
 Total Net Payroll		 <u>\$ 235,340.86</u>
 Total Disbursements for the Period		 <u><u>\$769,508.94</u></u>
 Distribution Between Districts ~		
Oakdale Irrigation District		\$ 384,754.47
South San Joaquin Irrigation District		\$ 384,754.47
 Total Districts		 <u><u>\$ 769,508.94</u></u>

Project

June Checks by Amount



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
128934	10133	CA Dept. Water Resources	06/03/2022	Annual Dam Fees	291,717.00
128980	11244	Arthur J. Gallagher & Co.	06/17/2022	Insurance	71,099.36
128983	10900	Chase Cardmember Service	06/17/2022	Fuel, small tools, meals, USSD conference, travel, batteries	35,024.39
128977	11343	Tim O'Laughlin, PLC	06/16/2022	Legal Fees	21,395.00
128973	10815	Cal PERS System	06/09/2022	EE/ER Retirement Plan	19,178.92
128978	11389	Paris Kincaid Wasiewski	06/16/2022	Legal Fees	12,530.00
128952	10946	EnerSys Delaware Inc.	06/09/2022	Microwave Battery Bank - DPH, TPH, SPH	9,787.84
128938	10250	Downey Brand Attorneys LLP.	06/03/2022	Tulloch Litigaton	6,712.70
128939	10946	EnerSys Delaware Inc.	06/03/2022	Batteries - Strawberry	6,405.12
128945	10778	Watermark Engineering Inc.	06/03/2022	Streamgaging	6,175.00
128992	10908	McMillen Jacobs Associates	06/17/2022	FERC Part 12D Inspections & Reporting	5,940.00
128975	10812	Nationwide Retirement Solution	06/09/2022	EE Retirement Plan	4,561.59
128986	10993	Dillon and Murphy Consulting Civil Engine	06/17/2022	Tulloch Receation Site	3,908.00
128971	10813	ACWA Joint Powers Insurance Authority	06/09/2022	EE Health Benefits	3,061.32
128990	11411	Richard & Leslie & Sheryl Heida	06/17/2022	Tulloch Performanc Deposit Refund	3,000.00
128984	10935	Data Path, Inc.	06/17/2022	Network Support	2,708.00
128944	10771	W.D. Edwards Co. LLC	06/03/2022	Tuloch Spillway Erosion & Dam Safety	2,600.00
128954	11379	Foust Heat Air Refrigeration	06/09/2022	Finish Ductless Installation - Ops & Maint. Mgr., Strawberry	2,150.00
128969	10776	Waste Mgmt of Cal Sierra Inc.	06/09/2022	Disposal	1,993.50
128974	10811	IBEW	06/09/2022	EE Union Dues	1,330.46
128965	11274	PAR Environmental Services, Inc.	06/09/2022	Hells Half Acre Access	1,292.50
128989	10347	HDR Engineering Inc.	06/17/2022	Data Recoery - Beardsley	1,264.64
128993	11128	Pape Kenworth	06/17/2022	Sensor Repair - Dump Truck	1,249.32
128964	11128	Pape Kenworth	06/09/2022	Sensor Repair - Water Truck	1,227.30
128940	10439	McMaster-Carr Supply Co.	06/03/2022	Terminal cover, end block & stop, small tools	1,226.59
128979	10891	Wagner & Bonsignore Consulting Civil En	06/16/2022	Water Rights Reporting	1,170.75
128991	10879	Lowe's	06/17/2022	Paint, small tools, locks, bbq & accessories	1,096.82
128936	10225	Debco Automotive Supply Inc.	06/03/2022	Bearing & seal repair 88-1T, coupler & air hoses 20-3	1,096.52
128941	11396	Hydra Pro	06/03/2022	Office Cleaning	1,000.00
128946	11365	West Coast Energy Systems LLC	06/03/2022		970.90
128972	10183	Cal PERS S457 Plan	06/09/2022		925.00
128955	10319	General Plumbing Supply Co Inc.	06/09/2022		795.65
128962	10439	McMaster-Carr Supply Co.	06/09/2022		764.06
128976	10663	Standard Insurance Co.	06/09/2022		760.10
128959	11049	Hunt & Sons, Inc.	06/09/2022		634.84
128937	10227	Del Oro Water Co. Inc.	06/03/2022		611.81
128956	10320	General Supply Co.	06/09/2022		598.30
128960	10364	Hurst Ranch Feed	06/09/2022		537.97
128997	10718	Tractor Supply Credit Plan	06/17/2022		477.16
128947	10013	Acme Rigging and Supply Co. Inc.	06/09/2022		457.19
128996	10665	Staples	06/17/2022		426.63
128951	10264	El Dorado Septic Serv Inc.	06/09/2022		418.28
128949	11010	Calaveras County Water District	06/09/2022		393.62
128958	10938	Great America Financial Svcs.	06/09/2022		358.42
128998	10776	Waste Mgmt of Cal Sierra Inc.	06/17/2022		332.97
128981	10068	AT&T Corp - Data Link	06/17/2022		293.15
128985	10225	Debco Automotive Supply Inc.	06/17/2022		278.04
128953	11048	Fastenal (Vending)	06/09/2022		235.12
128943	11258	Verizon	06/03/2022		212.35
128963	10466	Mountain Oasis Water Systems & Btl Co L	06/09/2022		201.00
128994	10904	Sonora Ford	06/17/2022		187.49
128942	10696	T & C Signs	06/03/2022		179.30
128966	10623	Sierra Rock Products Inc.	06/09/2022		169.00
128982	10866	AT&T Teleconference Services	06/17/2022		163.72
128935	10184	Clark Pest Control - Pest	06/03/2022		160.00

128988	10288	Fastenal Co.	06/17/2022	134.04
128970	11322	Weidmann Electrical Technology Inc.	06/09/2022	132.50
128948	11086	Benefit Resource, Inc.	06/09/2022	125.00
128950	10154	Calaveras Telephone Co.	06/09/2022	114.48
128957	10333	Grainger Inc. W. W.	06/09/2022	65.21
128987	11048	Fastenal (Vending)	06/17/2022	49.46
128995	11005	Sonora Lumber Company	06/17/2022	39.24
128967	11005	Sonora Lumber Company	06/09/2022	30.20
128961	10399	JS West Propane Gas	06/09/2022	22.22
128968	10749	UPS	06/09/2022	11.02

Report Total: \$ 534,168.08

Tri-Dam Project

Statement of Obligations

Period Covered

July 1, 2022 to July 31, 2022

Tri Dam Project Statement of Obligations

Period Covered
From To
July 1, 2022 to July 31, 2022

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	104	\$1,156,181.71
 <u>Payrolls - Net Charges</u>		
<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>
07-Jul-22	Payroll	\$ 124,452.50
21-Jul-22	Payroll	\$ 116,706.12
 Total Net Payroll		 <u>\$ 241,158.62</u>
 Total Disbursements for the Period		 <u><u>\$1,397,340.33</u></u>
 Distribution Between Districts ~		
Oakdale Irrigation District		\$ 698,670.16
South San Joaquin Irrigation District		\$ 698,670.17
 Total Districts		 <u><u>\$ 1,397,340.33</u></u>

Project

July Checks by Amount



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
129102	10815	Cal PERS System	07/26/2022	Annual Unfunded Liability	292,172.00
129104	11413	Alliant Insurance Services Inc.	07/26/2022	Insurance	210,526.31
129056	10294	FISHBIO Environmental LLC	07/21/2022	Fish Studies	128,398.48
129054	11397	K.W. Emerson, Inc.	07/13/2022	Tulloch Recreation Site	87,398.11
129090	10813	ACWA Joint Powers Insurance Authority	07/20/2022	Health Benefits - June	59,153.69
129096	10813	ACWA Joint Powers Insurance Authority	07/20/2022	Health Benefits - July	59,033.99
129000	10011	ADS LLC	07/01/2022	Flowmeter Consoles (2)	55,311.50
129075	10908	McMillen Jacobs Associates	07/20/2022	FERC Part 12D Inspections & Reporting	22,847.08
129098	10815	Cal PERS System	07/20/2022	EE/ER Retirement Plan	19,169.11
129050	10815	Cal PERS System	07/11/2022	EE/ER Retirement Plan	18,186.33
129092	10815	Cal PERS System	07/20/2022	EE/ER Retirement Plan	17,979.95
129057	11343	Tim O'Laughlin, PLC	07/20/2022	Legal Fees	14,805.00
129010	11049	Hunt & Sons, Inc.	07/01/2022	Fuel	13,664.67
129006	10946	EnerSys Delaware Inc.	07/01/2022	Batteries (12) - multiple locations	10,702.22
129088	10771	W.D. Edwards Co. LLC	07/20/2022	FERC Part 12D Reports & PFMA Reviews	8,944.91
129058	11389	Paris Kincaid Wasiewski	07/21/2022	Legal Fees	8,290.00
129011	11402	ISP Supplies LLC	07/01/2022	Self Supporting Tower - Black Creek	8,001.45
129041	10611	Sierra Controls LLC	07/11/2022	Line Protectors - Abay Stilling Well	7,845.01
129055	10250	Downey Brand Attorneys LLP.	07/21/2022	Tulloch Litigaton	7,666.50
129037	10514	Pacific Gas & Electric Co.	07/11/2022	Utilities	6,535.67
129047	10778	Watermark Engineering Inc.	07/11/2022	Streamgaging	6,175.00
129040	11409	Radyn, Inc.	07/11/2022	Mt. Elizabeth Tower Surveying & Consulting	5,245.00
129067	10288	Fastenal Co.	07/20/2022	Safety ladders, mounting brackts, fall protection kit & accessories	5,070.36
129001	10067	AT&T - SBC - Pac Bell	07/01/2022	Telephone	4,543.26
129059	10067	AT&T - SBC - Pac Bell	07/20/2022	Telephone	4,524.28
129100	10812	Nationwide Retirement Solution	07/20/2022	EE Retirement Plan	3,926.85
129086	11327	Ulteig Engineers Inc.	07/20/2022	RIG Reconfiguration for CAISO	3,882.00
129052	10812	Nationwide Retirement Solution	07/11/2022	EE Retirement Plan	3,875.41
129094	10812	Nationwide Retirement Solution	07/20/2022	EE Retirement Plan	3,875.41
129071	10347	HDR Engineering Inc.	07/20/2022	Data Recovery Cultural Resource - Bearsley	3,748.16
129046	10776	Waste Mgmt of Cal Sierra Inc.	07/11/2022	Disposal	3,370.63
129036	11011	Pacific Gas & Electric	07/11/2022	Utilities	3,227.34
129103	10900	Chase Cardmember Service	07/03/2022	AED pads, meals, fuel, travel and supplies	3,152.62
129048	10813	ACWA Joint Powers Insurance Authority	07/11/2022	EE Health Benefit	3,061.32
129064	10935	Data Path, Inc.	07/20/2022	Network Support	2,708.00
129068	11333	Fedak & Brown LLP	07/20/2022	2021 Audit	2,412.00
129089	10891	Wagner & Bonsignore Consulting Civil Enginee	07/20/2022	Water Rights Reporting	1,757.40
129026	10225	Debcu Automotive Supply Inc.	07/11/2022	Batteries - boat, Donnells dam cottage, Goodwin, Equip. Building	1,622.05
129063	10202	Condor Earth Technologies	07/20/2022	Tulloch Day Use Site	1,600.30
129093	10811	IBEW	07/20/2022	EE Union Dues	1,400.96
129009	10333	Grainger Inc. W. W.	07/01/2022	New Pump - Tulloch	1,334.84
129019	10577	Rolyan Buoys	07/01/2022	Buoys - Tulloch	1,333.72
129099	10811	IBEW	07/20/2022	EE Union Dues	1,330.46
129083	10665	Staples	07/20/2022	Misc. office supplies	1,269.76
129028	10993	Dillon and Murphy Consulting Civil Engineers	07/11/2022	Tulloch Day Use Site Progress Meeting	1,260.00
129051	10811	IBEW	07/11/2022	EE Union Dues	1,259.95
129029	10245	Doherty Tire of Sonora Inc.	07/11/2022	Tires	1,100.74
129021	10904	Sonora Ford	07/01/2022	Repair 12-1 manifold, gasket, hose, valve, thermostat	1,088.79
129038	11274	PAR Environmental Services, Inc.	07/11/2022	Hells Half Acre Road	1,000.00
129049	10183	Cal PERS S457 Plan	07/11/2022		925.00
129091	10183	Cal PERS S457 Plan	07/20/2022		925.00
129097	10183	Cal PERS S457 Plan	07/20/2022		925.00
129084	10718	Tractor Supply Credit Plan	07/20/2022		898.17
129043	10904	Sonora Ford	07/11/2022		871.91
129035	11396	Hydra Pro	07/11/2022		800.00

129033	11049	Hunt & Sons, Inc.	07/11/2022		795.36
129101	10663	Standard Insurance Co.	07/20/2022		760.10
129053	10663	Standard Insurance Co.	07/11/2022		736.06
129073	10879	Lowe's	07/20/2022		709.07
129095	10663	Standard Insurance Co.	07/20/2022		695.60
129065	10225	Debco Automotive Supply Inc.	07/20/2022		641.83
129027	10227	Del Oro Water Co. Inc.	07/11/2022		624.60
129082	11005	Sonora Lumber Company	07/20/2022		606.45
129066	11048	Fastenal (Vending)	07/20/2022		509.58
129002	11093	Justin Calbert	07/01/2022	EE Travel Reimbursement	499.99
129081	10904	Sonora Ford	07/20/2022		471.75
129031	10320	General Supply Co.	07/11/2022		471.22
129077	11079	Oakdale Locksmith	07/20/2022		449.76
129008	11233	Fibrobec, Inc.	07/01/2022		412.71
129070	10333	Grainger Inc. W. W.	07/20/2022		403.24
129085	10735	Tuolumne Co. Tax Collector	07/20/2022		395.60
129034	10466	Mountain Oasis Water Systems & Btl Co LLC	07/11/2022		363.35
129032	10938	Great America Financial Svcs.	07/11/2022		358.42
129042	10641	Sonora Airco Gas & Gear	07/11/2022		328.99
129069	10319	General Plumbing Supply Co Inc.	07/20/2022		308.58
129060	10068	AT&T Corp - Data Link	07/20/2022		293.15
129079	11004	Pacific Gas & Electric	07/20/2022		286.51
129005	10225	Debco Automotive Supply Inc.	07/01/2022		256.83
129039	10535	Pitney Bowes GFS LLC	07/11/2022		237.96
129018	10709	Tidy Tech	07/01/2022		211.69
129020	10933	Smile Business Products	07/01/2022		185.47
129080	10933	Smile Business Products	07/20/2022		185.47
129045	11258	Verizon	07/11/2022		171.06
129015	10513	Pacific Gas & Elec - Non Util	07/01/2022		168.28
129078	10513	Pacific Gas & Elec - Non Util	07/20/2022		168.28
129004	10184	Clark Pest Control - Pest	07/01/2022		168.00
129076	11353	Nates Saw and Mower, LLC	07/20/2022		153.42
129061	10866	AT&T Teleconference Services	07/20/2022		144.60
129023	11086	Benefit Resource, LLC	07/11/2022		125.00
129024	10154	Calaveras Telephone Co.	07/11/2022		115.36
129025	10185	Clark Pest Control - Termite	07/11/2022		107.00
129016	11004	Pacific Gas & Electric	07/01/2022		84.76
129044	11036	UPS Supply Chain Solutions, Inc.	07/11/2022		74.47
129030	10319	General Plumbing Supply Co Inc.	07/11/2022		60.39
129014	10439	McMaster-Carr Supply Co.	07/01/2022		49.73
129022	10776	Waste Mgmt of Cal Sierra Inc.	07/01/2022		46.77
129074	10428	M C I	07/20/2022		41.56
129072	10399	JS West Propane Gas	07/20/2022		38.00
129013	10428	M C I	07/01/2022		33.29
129062	10986	Cal-Waste Recovery Systems, LLC	07/20/2022		27.64
129003	10986	Cal-Waste Recovery Systems, LLC	07/01/2022		25.49
129012	10399	JS West Propane Gas	07/01/2022		22.72
129087	10749	UPS	07/20/2022		13.35
129017	11147	Pacific Gas & Electric	07/01/2022		9.53

Report Total:

\$ 1,156,181.71

Tri-Dam Project

Statement of Obligations

Period Covered

August 1, 2022 to August 31, 2022

**TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS
Period Covered
August 1, 2022 to August 31, 2022**

One-Half Oakdale Irrigation District	\$ 853,509.63
One-Half South San Joaquin Irrigation District	\$ 853,509.64
Total Obligations	<u>\$ 1,707,019.27</u>

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

Ed Tobias

Linda Santos

Herman Doornenbal

Brad DeBoer

John Holbrook

Robert A. Holmes

Dave Kamper

Glenn Spyksma

Mike Weststeyn

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

**OAKDALE IRRIGATION DISTRICT
PRESIDENT,**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,**

Thomas D. Orvis

Robert A. Holmes

SECRETARY,

SECRETARY,

Scot A. Moody

Date

Peter M. Rietkerk

Date

Tri Dam Project Statement of Obligations

Period Covered

From To

August 1, 2022 to August 31, 2022

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	103	\$1,499,991.70
 <u>Payrolls - Net Charges</u>		
<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>
04-Jul-22	Payroll	\$ 97,584.58
18-Jul-22	Payroll	\$ 109,442.99
 Total Net Payroll		 <u>\$ 207,027.57</u>
 Total Disbursements for the Period		 <u><u>\$1,707,019.27</u></u>
 Distribution Between Districts ~		
Oakdale Irrigation District		\$ 853,509.63
South San Joaquin Irrigation District		\$ 853,509.64
 Total Districts		 <u><u>\$ 1,707,019.27</u></u>

Project

August Checks by Amount



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
129182	11413	Alliant Insurance Services Inc.	08/25/2022	Insurance	679,824.75
129173	11397	K.W. Emerson, Inc.	08/12/2022	Tulloch Recreation Site	209,999.74
129190	10289	Federal Energy Reg. Commission	08/25/2022	Annual Land Use Fees	144,990.76
129106	11413	Alliant Insurance Services Inc.	08/03/2022	Insurance	53,646.84
129174	10813	ACWA Joint Powers Insurance Authority	08/24/2022	Health Benefits	48,802.48
129127	11274	PAR Environmental Services, Inc.	08/03/2022	Hells Half Acre Data Recovery	36,997.06
129154	10294	FISHBIO Environmental LLC	08/11/2022	Fish Studies	35,332.04
129153	10250	Downey Brand Attorneys LLP.	08/11/2022	Tulloch Litigaton	30,684.50
129165	11343	Tim O'Laughlin, PLC	08/11/2022	Legal Fees	25,720.00
129181	10011	ADS LLC	08/25/2022	Commissioning of multiple flowmeter consoles	23,980.00
129139	10815	Cal PERS System	08/11/2022	EE/ER Retirement Plan	17,178.52
129176	10815	Cal PERS System	08/24/2022	EE/ER Retirement Plan	16,462.90
129162	10908	McMillen Jacobs Associates	08/11/2022	FERC Part 12D Inspections & Reporting	15,671.85
129180	11418	ABC Supply Co. Inc.	08/25/2022	Mill Creek Bridge eplacement materials	15,542.05
129186	10163	Canepa & Son's Inc.	08/25/2022	Well Pump Replacement - Tulloch Houses	9,865.00
129126	10514	Pacific Gas & Electric Co.	08/03/2022	Utilities	8,951.71
129119	11049	Hunt & Sons, Inc.	08/03/2022	Fuel	8,868.85
129194	11049	Hunt & Sons, Inc.	08/25/2022	Fuel	8,214.08
129193	10347	HDR Engineering Inc.	08/25/2022	PMF Study	6,693.00
129136	10778	Watermark Engineering Inc.	08/03/2022	Streamgaging	6,175.00
129187	10935	Data Path, Inc.	08/25/2022	Network Support	5,950.96
129158	10347	HDR Engineering Inc.	08/11/2022	Tulloch Seismicity / Donnells Analysis Coord.	5,825.47
129189	10250	Downey Brand Attorneys LLP.	08/25/2022	Tulloch Litigaton	5,585.05
129184	10067	AT&T - SBC - Pac Bell	08/25/2022	Telephone	5,361.56
129167	11389	Paris Kincaid Wasiewski	08/11/2022	Legal Fees	4,367.50
129198	10135	NewsData LLC	08/25/2022	Annual CA Energy Market Publication	4,200.00
129135	10891	Wagner & Bonsignore Consulting Civil Engineer	08/03/2022	Water Rights Reporting	3,707.25
129178	10812	Nationwide Retirement Solution	08/24/2022	EE Retirement Plan	3,600.42
129141	10812	Nationwide Retirement Solution	08/11/2022	EE Retirement Plan	3,575.42
129105	10900	Chase Cardmember Service	08/03/2022	Batteries, shop supplies, small tools, fuel	3,219.59
129124	11011	Pacific Gas & Electric	08/03/2022	Utilities	3,206.70
129200	11011	Pacific Gas & Electric	08/25/2022	Utilities	3,028.90
129192	11417	Ernie and Andria Giotinis	08/25/2022	Tulloch Performance Refund	3,000.00
129206	11420	John A. Weber	08/25/2022	Tulloch Performance Refund	3,000.00
129137	10813	ACWA Joint Powers Insurance Authority	08/11/2022	EE Health Benefits	2,906.85
129113	11333	Fedak & Brown LLP	08/03/2022	2021 Audit	2,412.00
129151	10935	Data Path, Inc.	08/11/2022	Network Support	2,400.00
129120	11415	Keystone Power Services, LLC	08/03/2022	Consulting - PPA	1,600.00
129130	10577	Rolyan Buoys	08/03/2022	Buoys (6) - Tulloch	1,427.41
129188	10225	Debco Automotive Supply Inc.	08/25/2022	oil, transmission fluid, shop supplies, oil & fuel filters	1,336.52
129140	10811	IBEW	08/11/2022	EE Union Dues	1,330.46
129177	10811	IBEW	08/24/2022	EE Union Dues	1,330.46
129183	11182	Apex Safety Supply, Inc.	08/25/2022	Gas Detector Sensors	1,233.06
129129	11414	Provost & Pritchard	08/03/2022	Dam Safety Consulting	1,128.00
129171	11170	Van De Pol Petroleum	08/11/2022	1 Drum T35 Shell Turbo Oil	1,083.77
129123	10484	New Pig	08/03/2022	Absorbant pads & mats - Tulloch	1,059.58
129152	10225	Debco Automotive Supply Inc.	08/11/2022	Brakes, rotors, oil, filters air & oil, coolant	1,045.57
129164	11396	Hyrdra Pro	08/11/2022	Office Cleaning	1,000.00
129138	10183	Cal PERS S457 Plan	08/11/2022		925.00
129175	10183	Cal PERS S457 Plan	08/24/2022		925.00
129191	10319	General Plumbing Supply Co Inc.	08/25/2022		787.93
129118	10360	HOLT of California	08/03/2022		775.28
129150	10204	Consolidated Electrical Dist.	08/11/2022		734.66
129161	10879	Lowe's	08/11/2022		727.15
129142	10663	Standard Insurance Co.	08/11/2022		654.24

129179	10663	Standard Insurance Co.	08/24/2022		654.24
129111	10227	Del Oro Water Co. Inc.	08/03/2022		620.05
129146	11010	Calaveras County Water District	08/11/2022		598.50
129197	11038	Juan Martinez Catering	08/25/2022		560.50
129133	11005	Sonora Lumber Company	08/03/2022		529.14
129168	10904	Sonora Ford	08/11/2022		527.44
129156	10568	George Reed Inc.	08/11/2022		521.07
129132	10641	Sonora Airco Gas & Gear	08/03/2022		501.41
129114	11379	Foust Heat Air Refrigeration	08/03/2022		480.00
129143	10043	American Textile Supply	08/11/2022		457.35
129172	10776	Waste Mgmt of Cal Sierra Inc.	08/11/2022		456.50
129112	11083	Eric Everhart	08/03/2022	EE Reimbursement - Safety Rx Glasses	400.00
129115	10320	General Supply Co.	08/03/2022		375.41
129117	10938	Great America Financial Svcs.	08/03/2022		358.42
129110	10225	Debco Automotive Supply Inc.	08/03/2022		331.07
129185	10068	AT&T Corp - Data Link	08/25/2022		320.77
129107	10068	AT&T Corp - Data Link	08/03/2022		314.93
129207	11322	Weidmann Electrical Technology Inc.	08/25/2022		302.50
129199	11004	Pacific Gas & Electric	08/25/2022		297.17
129203	10665	Staples	08/25/2022		259.13
129159	11049	Hunt & Sons, Inc.	08/11/2022		254.33
129128	10709	Tidy Tech	08/03/2022		250.68
129147	10154	Calaveras Telephone Co.	08/11/2022		221.23
129122	10466	Mountain Oasis Water Systems & Btl Co LLC	08/03/2022		210.50
129202	10933	Smile Business Products	08/25/2022		185.47
129134	11258	Verizon	08/03/2022		172.36
129169	11005	Sonora Lumber Company	08/11/2022		171.23
129166	10513	Pacific Gas & Elec - Non Util	08/11/2022		168.28
129149	10184	Clark Pest Control - Pest	08/11/2022		168.00
129155	10320	General Supply Co.	08/11/2022		152.26
129116	10333	Grainger Inc. W. W.	08/03/2022		134.79
129204	10881	TuCARE (Tuolumne Co. Alliance for Resource:	08/25/2022		130.00
129170	10718	Tractor Supply Credit Plan	08/11/2022		128.65
129195	10004	LK Lehman Trucking Inc.	08/25/2022		125.48
129108	11086	Benefit Resource, LLC	08/03/2022		125.00
129157	10846	H & S Parts & Service	08/11/2022		85.08
129109	10184	Clark Pest Control - Pest	08/03/2022		80.00
129131	10632	Slakey Brothers Inc.	08/03/2022		54.10
129121	10984	Longson Document & Paper Shredding	08/03/2022		52.70
129160	10399	JS West Propane Gas	08/11/2022		37.81
129163	11353	Nates Saw and Mower, LLC	08/11/2022		34.07
129144	10866	AT&T Teleconference Services	08/11/2022		30.17
129148	10986	Cal-Waste Recovery Systems, LLC	08/11/2022		27.14
129196	10428	M C I	08/25/2022		26.17
129205	10749	UPS	08/25/2022		19.51
129125	11147	Pacific Gas & Electric	08/03/2022		10.84
129201	11147	Pacific Gas & Electric	08/25/2022		9.86
129145	10132	CA Dept of Toxic Substances Control	08/11/2022		7.50

Report Total:

1,499,991.70

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Genna Modrell

**SUBJECT: APPROVE RENEWAL OF ANTHEM MEDICAL PLAN INSURANCE COVERAGE
EFFECTIVE JANUARY 1, 2023**

RECOMMENDED ACTION: Approve Renewal of Anthem Classic PPO Medical Insurance Coverage
Effective January 1, 2023

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, 2023. The coverage period is January 1, 2023 through December 31, 2023. Policy year 2023 Anthem PPO pricing reflects a 10% decrease compared to 2022. The plan premiums are below:

	<u>Employee</u>	<u>Employee +One</u>	<u>Family</u>
ACWA JPIA 2023 renewal monthly rates	\$842.53	\$1,685.06	\$2,232.70

FISCAL IMPACT: Decrease of 10% compared to 2022

ATTACHMENTS: ACWA JPIA 2023 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) Holmes (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

ACWA JPIA 2023 Medical Plan Monthly 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, Sutter, Tehama, Trinity & Tuolumne Counties

Anthem Blue Cross	Standard Rates			Incentive Rates (-4%)			Change to Rates
	Single	Two-Party	Family	Single	Two-Party	Family	
Classic PPO	842.53	1,685.06	2,232.70	808.83	1,617.66	2,143.40	-10.0%
Advantage PPO	741.43	1,482.86	1,964.79	711.77	1,423.54	1,886.19	-10.0%
Consumer Driven Health Plan (CDHP)	674.02	1,348.04	1,786.15	647.06	1,294.12	1,714.71	-10.0%
CalCare HMO	1,261.65	2,523.30	3,343.37	1,211.18	2,422.36	3,209.63	5.5%
Value HMO	1,161.71	2,323.42	3,078.53	1,115.24	2,230.48	2,955.39	5.5%
Kaiser North	Standard Rates			New! Incentive Rates (-4%)			Std / Inc
Traditional HMO	834.61	1,669.22	2,320.22	801.23	1,602.46	2,227.42	
HMO with Optical	849.36	1,698.72	2,361.22	815.39	1,630.78	2,266.78	+2.8% / -1.3%
Value HMO	771.57	1,543.14	2,144.96	740.71	1,481.42	2,059.17	+2.8% / -1.3%
Consumer Driven Health Plan (CDHP)	644.38	1,288.76	1,791.38	618.60	1,237.20	1,719.71	+2.8% / -1.3%
Medicare Advantage							
Kaiser Senior Advantage	255.12	510.24	1,190.92				-11.5%
United Healthcare PPO	404.70	809.40	1,214.10				3.1%
Mixed Medicare ^{1,2}			³				⁴
Classic PPO		1,247.23	1,794.87		1,213.53	1,739.27	-5.8%
Advantage PPO		1,146.13	1,628.06		1,116.47	1,579.12	-5.8%
Consumer Driven Health Plan (CDHP)		1,078.72	1,516.83		1,051.76	1,472.35	-5.5%
CalCare HMO		1,666.35	2,486.42		1,615.88	2,403.15	4.8%
Value HMO		1,566.41	2,321.52		1,519.94	2,244.85	4.8%
Kaiser Traditional HMO + Senior Advantage ⁵		1,089.73	1,740.73		1,056.35	1,681.31	0.6%

¹ Mixed Medicare rates are for enrollments that include one retiree with Medicare and one without Medicare.

² Kaiser enrollments cannot mix with UHC enrollments. It must be Anthem+UHC or Kaiser+Kaiser.

³ Kaiser Mixed Medicare rates vary based on a variety of combinations. Email benefits@acwajpia.com to request a scenario-specific rate.

⁴ Family Mixed Medicare rates are for one adult with Medicare, plus one adult and child without Medicare.

⁵ Change to Mixed Medicare rates shown is a comparison of Two-Party Standard rates.

If you have questions or would like additional information, please email benefits@acwajpia.com.

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Genna Modrell

**SUBJECT: APPROVE RENEWAL OF DELTA DENTAL PLAN INSURANCE COVERAGE
EFFECTIVE JANUARY 1, 2023**

RECOMMENDED ACTION: Approve Renewal of Delta Dental Plan Insurance Coverage Effective
January 1, 2023

BACKGROUND AND/OR HISTORY:

Tri-Dam's dental insurance coverage (Delta Dental) through ACWA JPIA will renew on January 1, 2023. The coverage period is January 1, 2023 through December 31, 2023. There have been no premium increases since 2015. The plan premiums are:

	<u>Employee</u>	<u>Employee +One</u>	<u>Family</u>
ACWA JPIA 2023 renewal monthly rates	\$31.20	\$60.16	\$97.81

FISCAL IMPACT: No change compared to 2022

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

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Genna Modrell

**SUBJECT: APPROVE RENEWAL OF VISION SERVICE PLAN INSURANCE COVERAGE
EFFECTIVE JANUARY 1, 2023**

RECOMMENDED ACTION: Approve Renewal of Vision Service Plan Insurance Coverage Effective January 1, 2023

BACKGROUND AND/OR HISTORY:

Tri-Dam's vision insurance coverage (Vision Service Plan) through ACWA JPIA will renew on January 1, 2023. The coverage period is January 1, 2023 through December 31, 2023. There have been no premium increases since 2013. The plan premiums are:

	<u>Employee</u>	<u>Employee +One</u>	<u>Family</u>
ACWA JPIA 2023 renewal monthly rates	\$28.65	\$28.65	\$28.65

FISCAL IMPACT: No change compared to 2022

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

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Fiscal Year 2021 Audited Financial Statements

RECOMMENDED ACTION: Recommend Approval of Fiscal Year 2021 Audited Financial Statements

BACKGROUND AND/OR HISTORY:

Annually, the Tri-Dam Project Financial Statements are audited by an independent, outside accounting firm. For Fiscal Year 2021, the accounting firm Fedak & Brown, LLP performed the audit for both Tri-Dam Project and Tri-Dam Power Authority.

A draft of the Financial Statements will be distributed separately.

FISCAL IMPACT: N/A

ATTACHMENTS: Tri-Dam Project Fiscal Year 2021 Draft Audited Financial Statements

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

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Financial Statements for the Six Months ending June 30, 2022

RECOMMENDED ACTION: Review and take possible action to approve the Financial Statements for the six months ending June 30, 2022

BACKGROUND AND/OR HISTORY:

As of the financial statement date of June 30, 2022, the Tri-Dam Project (TDP) cash and investments increased by \$5.5M over the prior year due to an increase in power sales of \$7.5M compared to June 2021. This increase in sales was offset by an increase in expenses and capital projects over the prior year.

TDP has realized 67% of its year to date budgeted operating revenues for 2022, and only utilized 40% of its budgeted operating expenses.

Presentation is only of the year-to-date financial statements because of the volume of entries completed as of June 30, 2022, that represented January through June activity for investment accounts, revenue and expense accounts that distorted the monthly results.

Further details are available in the attachments.

FISCAL IMPACT: None

ATTACHMENTS: 2022 Year-to-Date Financial Report (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) Holmes (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Tri-Dam Project

Statement of Net Position

(unaudited)

	June 30, 2022	June 30, 2021
1 Assets		
2 Cash	\$ 14,508,794	\$ 8,162,667
3 Investment Securities & Money Market	13,837,604	14,681,698
4 Accounts Receivable	5,490,278	2,492,124
5 Due from Tri-Dam Power Authority	233,004	
6 Prepaid Expenses	232,693	844,570
7 Capital Assets	116,449,106	107,733,632
8 Accumulated Depreciation	(58,321,423)	(53,349,013)
9 Intangible Assets	8,213,938	8,213,938
10 Accumulated Amortization - Intangibles	(2,682,640)	(2,492,407)
11 Other Assets	42,068	22,105
12 Deferred Outflows - Pension Related	610,452	3,095,459
13 Total Assets & Deferred Outflows	98,613,874	89,404,771
14		
15		
16 Liabilities		
17 Accounts Payable	115,456	11,963
Unearned Revenue	75,049	149,466
18 Deposits	74,000	95,000
19 Other Current Liabilities	138,173	169,596
20 Long-Term Liabilities	1,492,409	916,560
21 Net Pension Liability	459,338	3,331,950
22 Deferred Inflows - Pension Related	547,447	2,576,399
23 Total Liabilities & Deferred Inflows	2,901,872	7,250,934
24		
25 Net Position		
26 Net Position - Beginning of Year	90,868,089	80,796,717
27 Contributed Capital - Districts	-	602,963
28 Distributions	(8,000,000)	(5,506,000)
29 YTD Net Revenues	12,843,913	6,260,157
30 Total Net Position	95,712,002	82,153,837
31		
32		
33 Total Liabilities and Net Position	\$ 98,613,874	\$ 89,404,771



Tri-Dam Project
Statement of Revenues and Expenses
 Period Ending June 30, 2022

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %	2022 Budget
1 Operating Revenues								
2 Power Sales	\$ 13,491,390	\$ 18,156,457	\$ 4,665,067	34.6%	\$ 10,618,416	\$ 7,538,041	71.0%	\$ 26,982,780
4 Headwater Benefit	184,426	180,000	(4,426)	-2.4%	180,000	-	-	368,852
5 Total Operating Revenues	13,675,816	18,336,457	4,660,641	34.1%	10,798,416	7,538,041	70%	27,351,632
6								
7 Operating Expenses								
8 Salaries and Wages	1,083,774	1,092,609	8,835	0.8%	1,075,648	16,961	1.6%	2,561,648
9 Benefits and Overhead	1,707,336	1,497,106	(210,230)	-12.3%	861,797	635,309	73.7%	2,664,671
10 Operations	259,553	54,958	(204,595)	-78.8%	26,930	28,028	104.1%	519,105
11 Maintenance	682,150	250,376	(431,774)	-63.3%	334,683	(84,307)	-25.2%	1,364,300
12 General & Administrative	2,344,180	1,643,616	(700,564)	-29.9%	1,575,862	67,754	4.3%	4,688,360
13 Depreciation & Amortization	1,063,923	1,026,488	(37,435)	-3.5%	1,054,706	(28,218)	(0)	2,127,846
14 Total Operating Expenses	7,140,915	5,565,153	(1,575,762)	-22.1%	4,929,626	635,527	13%	13,925,930
15								
16 Net Income From Operations	6,534,901	12,771,304	6,236,403	95.4%	5,868,790	6,902,514	117.6%	13,425,702
17								
18 Nonoperating Revenues (Expenses)								
19 Investment Earnings	69,750	78,282	8,532	12.2%	11,826	66,456	561.9%	139,500
20 Change in Market Value of Investments	-	(237,340)	(237,340)	0.0%	(11,527)	(225,813)	1959.0%	-
21 Water Sales	94,030	83,000	(11,030)	-11.7%	83,000	-	0.0%	188,059
22 Equipment Rental	-	2,400	2,400	0.0%	-	2,400	0.0%	-
23 Gain/(Loss) on Asset Disposal	-	10,050	10,050	0.0%	1,150	8,900	773.9%	-
24 Reimbursements	105,667	96,591	(9,076)	-8.6%	106,797	(10,206)	-9.6%	211,333
25 Other Nonoperating Revenue	40,443	39,626	(817)	-2.0%	200,121	(160,495)	(1)	80,886
26 Total Nonoperating Revenues (Expenses)	309,889	72,609	(237,280)	-76.6%	391,367	(318,758)	-81%	619,778
27								
28 Net Revenues	\$ 6,844,790	\$ 12,843,913	\$ 5,999,123	\$ 1	\$ 6,260,157	\$ 6,583,756	105.2%	\$ 14,045,480
29								
30								
	YTD Budget	YTD Actual	YTD Budget Variance					2022 Budget
31 Memo:								
32 Capital Expenditures	\$ 1,368,413	\$ 242,732	\$ (1,125,681)		\$ 47,632			\$ 2,736,825
33 Tulloch Day Use Site	\$ 768,663	\$ 1,051,555	\$ 282,893		\$ 51,451			\$ 1,537,325
34 Major Repairs - Hells Half Acre & 4700 Roads	\$ 110,000	\$ -	\$ (110,000)					\$ 220,000
35 Major Repairs - Tulloch Unit 3 Access Rd	\$ 125,000	\$ -	\$ (125,000)					\$ 250,000
Net Revenue after Capital Expenditures		\$ 11,549,626			\$ 6,161,074			
Transfer from Reserves	\$ 2,150,000	\$ 2,150,000						\$ 2,150,000

BOARD AGENDA REPORT

Date: September 15, 2022
Staff: Sharon Cisneros

SUBJECT: Review and Take Possible Action to Approve the Resolution 2022-16 Authorizing Staff to Make the Tri-Dam Project Semi-Annual Distribution

RECOMMENDED ACTION: Recommend approval of Resolution TDP 2022-16 authorizing Staff to make the Semi-Annual Distribution to Oakdale Irrigation District and South San Joaquin Irrigation District

BACKGROUND AND/OR HISTORY:

At the Tri-Dam Project Joint Board of Directors meeting held on February 17, 2022, the Joint Board adopted Tri-Dam Project Resolution 2022-04, to revise the Reserve funds by combining the reserve funds into one account and setting the fully funded amount at \$15 million.

Available funds were defined as all cash and investments held by Tri-Dam, less Reserve funds plus day-to-day operating cash requirements of \$2.0 million.

Resolution 2022-04 further provided that semi-annually, in January and July, available funds will first be used to replenish the Reserve Fund in an amount equal to the lesser of \$750,000, or the amount which will bring the total reserves to \$15 million. A Distribution will be made to the Districts from all remaining Available Funds in equal shares.

FISCAL IMPACT: \$11,700,000

ATTACHMENTS: Tri-Dam Project 2022 Distribution Worksheet
Tri-Dam Project Resolution TDP 2022-16

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



Tri-Dam Project September 2022 Distribution

1	Cash and Investments	6/30/2022	12/31/2021
2	Cash in Bank (OVCB)	14,452,468	10,632,126
3	LAIF	-	39,128
4	Reserves (market value)	13,837,604	15,419,945
5	Total Cash & Investments	28,290,072	26,091,199
6			
7	Less:		
8	Reserves (market value)	(13,837,604)	(15,419,945)
9	Day-to-Day Operating Cash	(2,000,000)	(2,000,000)
10		(15,837,604)	(17,419,945)
11			
12	Available Funds	12,452,468	8,671,254
13	Less Repayment to Maintenance Reserve	(750,000)	(750,000)
14	Total District Distribution	11,702,468	7,921,254
15			
16	Distribution per District (rounded)	5,850,000	4,000,000

19	Total Distributions - Project					
20	2016	2017	2018	2019	2020	2021
21	15,918,176	32,773,000	21,119,000	18,252,000	25,142,000	10,958,000
22	Total Distributions - Authority					
23	-	1,384,000	7,383,000	4,868,000	6,439,000	2,504,000
24	Combined Distributions					
25	15,918,176	34,157,000	28,502,000	23,120,000	31,581,000	13,462,000

**TRI-DAM PROJECT
RESOLUTION NO. TDP 2022-16
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 \$11,700,000 are available for distribution to the Districts;
3. Directs that such distribution shall be made no later than September 30, 2022.
4. Directs the Tri-Dam Project Interim General Manager and Interim Finance Manager to make such distribution, one-half to each District (\$5,850,000 each) 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 15th day of September, 2022, by the following vote:

OAKDALE IRRIGATION DISTRICT

AYES:

NOES:

ABSENT:

OAKDALE IRRIGATION DISTRICT

Tom D. Orvis, President

Scot A. Moody, Secretary

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Robert A. Holmes, President

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: September 15, 2022
Staff: Susan Larson

SUBJECT: Hells Half Acre Road—Roadway Design Services

RECOMMENDED ACTION: Review and authorize the Interim General Manager to sign the Professional Services Agreement with Provost & Pritchard for roadway design along Hells Half Acre Roadway (5N95)—USFS

BACKGROUND AND/OR HISTORY:

Hells Half Acre roadway sustained significant damage during the winter of 2017's catastrophic storm events. A portion of this roadway was washed away, making the road impassable. During this time, access to Donnells was accomplished by helicopter, crews on foot and off-road vehicles.

Plans for the emergency road repairs were undertaken immediately following consultation with FERC and the USFS. Given the severity of the road damage, construction of a "temporary by-pass road" was chosen to go around the washed-out section. Plans were prepared by Condor, and approved by the USFS. The alignment of the by-pass roadway skirted several recorded cultural resource sites, thus the USFS required cultural resources studies prior to construction. Approval of the studies then required approval from the State Office of Historic Preservation. Tri-Dam was also required that to have cultural resources monitor onsite at all times during construction.

Unfortunately, direction was given to increase the road width in several areas without authorization. The USFS issued a stop work notice, and suspended the cultural resources monitor and consulting firm (HDR) from working on the Stanislaus Region for a period of time, until it could be demonstrated that they took no part in violating the permit provisions.

The emergency road repairs were then completed, and the USFS Forest Supervisor required that Tri-Dam provide an engineering analysis of four (4) alternatives for the permanent roadway. That work was performed by Condor and submitted to the USFS. Tri-Dam received authorization in August 2019 that the USFS elected to move forward Alternative 4; to improve the by-pass and to abandon the damaged portions of 5N95. (Letter Attached) Three (3) additional steps were defined, as noted in the August 2019 letter:

1. Tri-Dam must proceed with the State Historic Preservation (SHPO) process. A Memorandum of Understanding (MOU) with mitigation is likely.
Status: Evaluation and reporting process is nearing completion, with work being done by PAR Environmental, Tri-Dam's cultural resources consultant.
Estimated completion time is 3 to 5 months (Dec. 2022 to Feb. 2023).
2. Tri-Dam shall complete a National Environmental Policy Act process. While there is no Categorical Exclusion category related to roads, a streamlined Environmental Assessment is possible. The actual decision authority rests with the Forest Supervisor.
Status: The USFS was to provide a template for a streamlined environmental document, however, that process is being re-evaluated as biological and wildlife studies have been previously prepared for other projects undertaken within the vicinity. This was presented during the onsite meeting conducted by Tri-Dam, USFS and Scott Lewis (Provost & Pritchard) on May 24, 2022, thus completion of the cultural resources mitigation plan noted in Item 1 may fulfill this requirement.

3. Once the SHPO and NEPA processes are complete, the Forest Supervisor will make the final decision regarding the long-term use of 5N95 as the permanent road, assigning the correct operational level.

Status: After preparing several alternatives for presentation to the USFS, and as part of completing the permanent by-pass roadway, widening in several sections and decreasing the slope is needed to provide for increased safety, particularly during winter months. The USFS has conceptually agreed to this work, subject to formal completion of this work by Provost & Pritchard. (Note—early versions of the design work were prepared by Condor, but the principles are now employed by P&P)

Given that other elements of the project are nearing successful completion, it is now time to complete the design work needed to obtain formal USFS approval. Following approval of the plans, the project could then proceed to construction.

2022 Hells Half Acre Studies Budget:	\$120,000.00
Provost & Pritchard Design Proposal:	\$ 37,800.00

ATTACHMENTS: Draft PSA with Provost & Pritchard Proposal

Board Motion:

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

VOTE:

Holmes (Yes/No) Holbrook (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

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

Action(s) to be taken:

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of September 15, 2022, (the "Effective Date") by and between the **Tri-Dam Project**, a partnership 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 **Provost & Pritchard**, a California corporation ("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: Final Design for the Hells Half Acre Road Repair Project. Services to be provided by Consultant ("Services") and other work to be performed ("Work") are specifically described in the Proposal, released August 25, 2022, which is incorporated herein by reference.

Exhibit A includes the proposal and scope of services.

- 2. Term of Agreement.** This Agreement shall commence on September 15, 2022 and terminate on December 31, 2023, unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
- 3. Schedule for Performance.** Consultant shall perform the Services 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 Services shall be on a time and materials basis in accordance with the Scope of Services and Fee Schedule, according to Provost & Pritchard's Standard Fee Schedule approved in 2022-PSA—0602-01, shall be effective for the duration of performance of the Services, 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. Attached as **Exhibit B**.

Total compensation to Consultant for Services performed under this Agreement, including fees and expenses, shall not exceed Thirty-Seven Thousand, Eight Hundred Dollars and 00/100 (\$37,800.00).

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

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

"CLIENT"

Tri-Dam Project

P.O. Box 1158
Pinecrest, California, 95364-0158
Attn: Jeff Shields, Interim General Manager
Telephone: (209) 965-3996
Facsimile: (209) 965-4235

"CONSULTANT"

Provost & Pritchard

19969 Greenley Road, Suite J
Sonora, CA 95370
Attn: Alex Collins
Telephone: (866) 776-6200

With courtesy copies to:

Oakdale Irrigation District

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

South San Joaquin Irrigation District

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

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

7. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:
- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
 - b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.

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

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

9. Potential Conflicts of Interest.

- a. Consultant shall disclose its involvement in any projects that 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. Client 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 Client. 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 Client pursuant to Section 6 of this Agreement.

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

- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use

all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.

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

11. Indemnification. Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify Client, 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 subcontractors 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 Services. 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 subcontractor retained by Consultant shall maintain at their own expense the following insurance:

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

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

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

- a. **Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.
 1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
 2. **Limits:** Consultant shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. "The Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees, and volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied

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

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

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

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

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Services 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 Services. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.
- f. Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

- 13. Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.
- 14. Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.
- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.
 - b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.
- 15. Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either irrigation 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 Client'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 Client upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).
- 17. Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
- 18. Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.

- 19. Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:
- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
 - b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

- 20. Liquidated Damages.** In the event that Consultant terminates this Agreement pursuant to Section 19, Consultant acknowledges that Client may be irreparably harmed by Consultant's failure to deliver the final Work Product to Client. Consultant further acknowledges that the amount of damages may be difficult to quantify. As such, Consultant agrees that in the event Client contracts with a third party to complete the Work Product due to Consultant's termination, Client shall be compensated by Consultant for any amounts expended in excess of the amount contemplated by this agreement as liquidated damages.

For the purpose of this Section 20, "cause" shall be defined as a circumstance or condition whereby Consultant is unable to perform the Work due to Client's failure to provide appropriate information or resources in a timely manner, and said circumstance or condition remains uncured after 30 days.

- 21. 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.

- 22. 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 Stanislaus.

- 23. 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.

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

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

CLIENT

CONSULTANT

Tri-Dam Project

Provost & Pritchard

Jeff Shields Date
Interim General Manager

Alex Collins Date
Director of Operations

EXHIBIT "A"
SCOPE OF WORK

Attached, Proposal for Final Design
Hells Half Acre Road Repair Project
Proposal No. 22-326
Dated: August 25, 2022

Proposal No. 22-326

August 25, 2022

Jeff Shields
Susan Larson
Tri-Dam Project
PO Box 1158
Pinecrest, CA 95364-0158

**Subject: Proposal for Final Design
Hells Half Acre Road Repair Project**

Dear Mr. Shields and Ms. Larson:

Thank you for the opportunity to submit this Proposal to Tri-Dam Project (TDP) for the Hells Half Acre Road Repair Project. This Proposal discusses our understanding of the project, recommends a scope of services together with associated fees, establishes deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Note that previous work was performed by staff employed by Condor Earth (Condor), some of whom are now employed by Provost & Pritchard Consulting Group (P&P).

Project Understanding

Personnel previously employed by Condor prepared a Report of Road Alternatives dated November 12, 2018 following the construction of an emergency bypass road to avoid the landslide and washed out area of Hell Half Acre Road. We understand that TDP is working with the US Forest Service (USFS) to provide a permanent road to TDP's facilities according to Alternative No. 3 in the report titled "Bypass Improvements – Profile Flattening and Roadway Widening". We are anticipating site constraints for archeological boundaries will be provided by the USFS.

We understand that the existing emergency bypass road needs to be widened and the slope needs to be flattened to increase safety for travel during winter months. TDP's goal is to increase the width of the road to 20-feet where possible, and to a minimum of 14 feet throughout the entire alignment of new roadway. TDP would also like to flatten the slope of the roadway from approximately 16% to no more than 10% where possible. We understand that TDP has an available rockfill source area that P&P can consider in the overall design and repair cost estimate.

Our design team will visit the site with TDP personnel to document current conditions and discuss the proposed repairs. We will then prepare 100% design drawings to submit to the USFS for acceptance and work with you and other TDP personnel to address the USFS concerns/comments.

Scope of Services

The scope of this Proposal includes the following:

- One site visit by Principal Tunneling Consultant, Principal Engineer and Senior Engineer with TDP personnel to review existing conditions and confirm final design details
- Prepare 100% Design Drawings and submit to TDP for submittal to the USFS
- Assist TDP with the USFS concerns/comments

The scope of work proposed herein is subdivided into two primary tasks as follows:

- Phase 1 – Site Visits
- Phase 2 – Final Design

A discussion of each of these tasks is provided by work phase, followed by a summary of estimated fees for each task. Project management and coordination is budgeted for within each task. Additional services anticipated after acceptance of the design from the USFS is also detailed below.

Phase 1 – Site Visits

One site visit will include P&P's Principal Tunneling Consultant, Principal Engineer and Senior Engineer with TDP personnel to update conditions, compile data and confirm design details in the field. Compile file notes and documentation for use during Phase 2.

Phase 2 – Final Design

The final (100%) design work will be prepared to submit to the USFS. P&P will update the Drawings, as needed, after comments are received by the USFS. Our scope of work includes one round of revisions and resubmittal to the USFS.

We are anticipating using the existing survey base map from the Report of Road Alternatives to prepare the design and no additional survey will be required. The design will be based on the attached "Profile Flattening and Road Widening" Exhibit Figures 1 and 2.

Two virtual project meetings for design coordination and review of progress are anticipated and included herein for budgeting purposes.

Deliverables: Final Plans in PDF Format

Professional Fees

Provost & Pritchard Consulting Group proposes to perform the work on a time-and-expenses basis, according to our Standard Fee Schedule approved in 2022-PSA-0602-1 and attached. These fees will be invoiced monthly as they are accrued, and the estimated total fee will not be exceeded without prior authorization by TDP.

Proposed Fee – Hells Half Acre Road Repair	
Phase	Estimated Fee
Phase 1 – Site Visit	\$9,000
Phase 2 – Final Design	\$28,800
Total Estimated Fee:	\$37,800

Schedule

P&P's work for Hells Half Acre Repair Project can start immediately following a Notice-to-Proceed or as directed. The site visit for Phase 1 will be scheduled with TDP personnel to take place as early as possible. We will prepare final design within 8 to 10 weeks (sooner if possible) to submit to the USFS for approval. Agency review time is beyond our control. We will be prepared to respond to comments and resubmit final plans within 4 weeks upon receipt of agency comments.

Additional Services

We anticipate the following additional work scope once TDP receives approval from the USFS:

- Prepare construction documents for bid including contract documents and technical specifications
- Prepare an Opinion of Probable Construction Cost
- Provide assistance with contractor bidding
- Construction Management Services

We will prepare a fee estimate for additional services after approval of the 100% design.

Terms and Conditions

If this Proposal is acceptable, please prepare a Profession Services Agreement and Purchase Order to authorize our work. These documents will serve as our Notice to Proceed. This Proposal is valid for 60 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



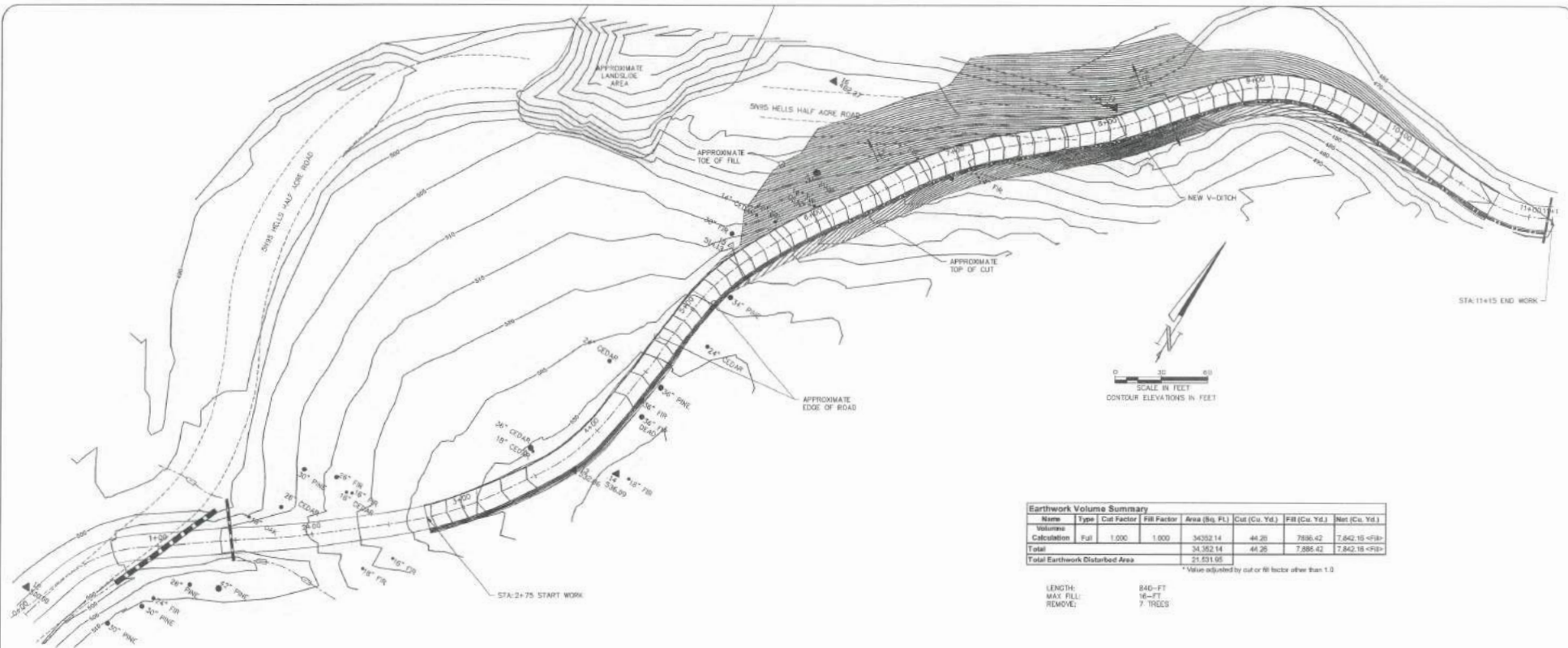
Scott W. Lewis, CEG No. 1835
Principal Tunneling Consultant



Jeffery Dorn, CE No. 76749
Director of Operations

Exhibit

Figure 1 and Figure 2 – Profile Flattening and Road Widening
2022 Standard Fee Schedule



Earthwork Volume Summary

Name	Type	Cut Factor	Fill Factor	Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Volume							
Calculation	Full	1.000	1.000	34,332.14	44.25	7,885.42	7,842.15 <FIR>
Total					44.25	7,885.42	7,842.15 <FIR>
Total Earthwork Disturbed Area				21,631.95	*Value adjusted by cut or fill factor other than 1.0		

LENGTH: 840-FT
 MAX FILL: 16-FT
 REMOVE: 7 TREES

DISCLAIMER: THIS MAP REPRESENTS FEATURES FOR ILLUSTRATION PURPOSES ONLY. IT IS NOT A LEGAL SURVEY OR CONSTRUCTION DOCUMENT AND IS NOT INTENDED FOR USE IN DETERMINING BOUNDARIES OR DIMENSIONS. ANY USE OF THIS MAP FOR PURPOSES OTHER THAN FOR APPROXIMATE LOCATION OF FEATURES IS DONE SO AT THE USER'S RISK AND WITHOUT THE CONSENT OF CONDOR EARTH.

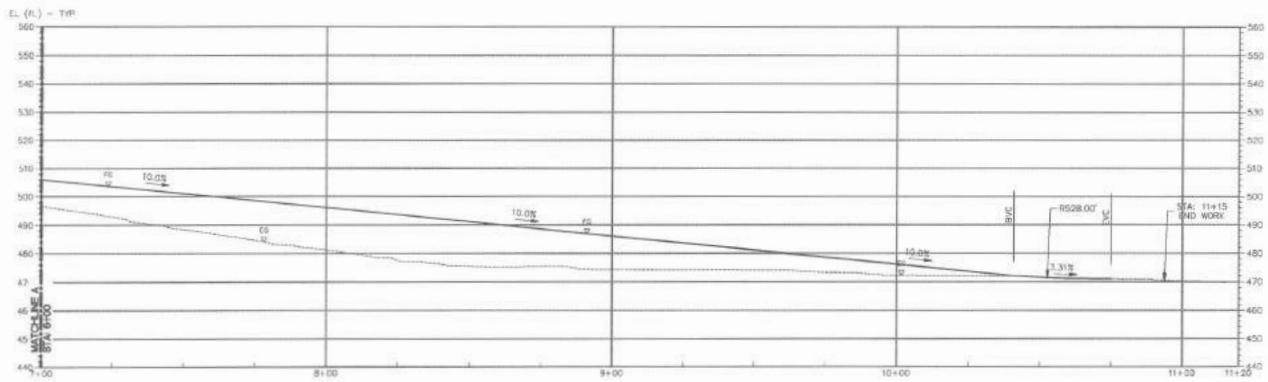
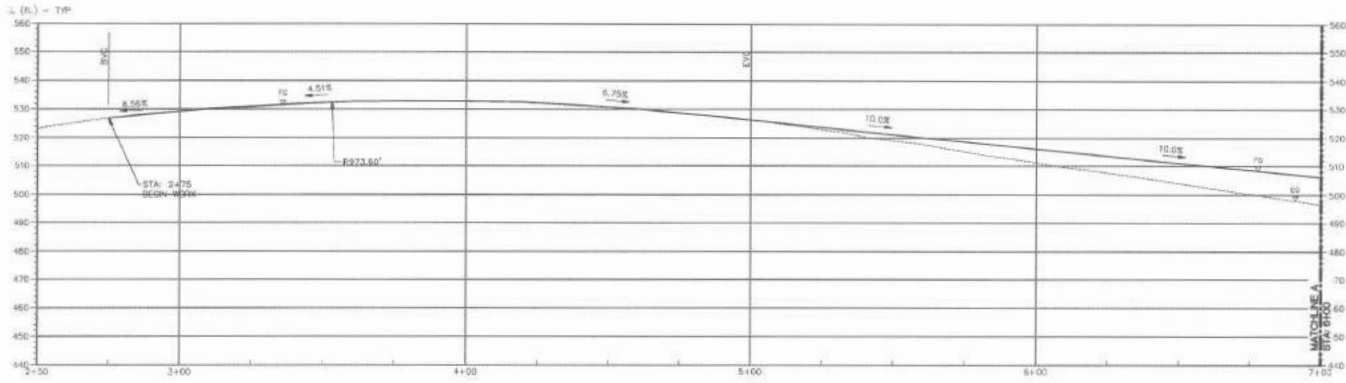
CONDOR EARTH
 51851 Sola Loop
 P.O. Box 3905
 Irvine, CA 92618
 (949) 333-0201
 Fax: (949) 333-0700
 www.condorearth.com

7/2020
 10 OCT 2018
 AS SHOWN
 KOM | JSC

TRI-DAM PROJECT
5N95 HELLS HALF ACRE ROAD
PROFILE FLATTENING AND ROAD
WIDENING

FIGURE
1

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1 NEW ROAD GRADE PROFILE SCALE: N.T.S.

CONDOR EARTH
 77628
 3100 West Loop
 P.O. Box 1050
 Newark, CA 94550
 (925) 632-5300
 FAX: (925) 632-9773
 www.condorearth.com

TRI-DAM PROJECT
5N95 HELLS HALF ACRE ROAD
FLATTENING AND ROAD WIDENING
PROFILE

FIGURE
2

C:\Projects\7000_001\2008_11-20\5n95\5n95 Flattening and Road Widening\5n95 Flattening and Road Widening Profile.dwg 10-10-08 10:34:52 PM mshahar

EXHIBIT "B"
STANDARD FEE SCHEDULE
Attached

2022 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2022.

Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range
Engineering Staff	
Assistant Engineer	\$97.00 – \$125.00
Associate Engineer	\$115.00 – \$147.00
Senior Engineer	\$153.00 – \$184.00
Principal Engineer	\$195.00 – \$235.00
Associate Structural Engineer	\$120.00 – \$146.00
Senior Structural Engineer	\$150.00 – \$170.00
Principal Structural Engineer	\$180.00 – \$230.00
Specialists	
Associate Biologist	\$95.00 – \$115.00
Assistant Environmental Specialist	\$90.00 – \$120.00
Associate Environmental Specialist	\$126.00 – \$155.00
Senior Environmental Specialist	\$155.00 – \$185.00
Principal Environmental Specialist	\$195.00 – \$235.00
Assistant GIS Specialist	\$75.00 – \$93.00
Associate GIS Specialist	\$100.00 – \$127.00
Senior GIS Specialist	\$135.00 – \$170.00
Assistant Geologist/Hydrogeologist	\$95.00 – \$113.00
Associate Geologist/Hydrogeologist	\$120.00 – \$150.00
Senior Geologist/Hydrogeologist	\$150.00 – \$180.00
Principal Geologist/Hydrogeologist	\$195.00 – \$235.00
Associate Water Resources Specialist	\$105.00 – \$130.00
Senior Water Resources Specialist	\$135.00 – \$160.00
Environmental & Roof Specialist	\$120.00 – \$200.00
External Affairs Specialist	\$98.00 – \$128.00
Principal Tunneling Consultant	\$235.00 – \$255.00
Planning Staff	
Assistant Planner/CEQA-NEPA Specialist	\$85.00 – \$105.00
Associate Planner/CEQA-NEPA Specialist	\$110.00 – \$133.00
Senior Planner/CEQA-NEPA Specialist	\$140.00 – \$168.00
Principal Planner/CEQA-NEPA Specialist	\$173.00 – \$196.00
Technical Staff	
Assistant Technician	\$75.00 – \$97.00
Associate Technician	\$102.00 – \$125.00

Staff Type	Fee Range
Senior Technician	\$130.00 – \$150.00
Construction Services Staff	
Associate Construction Manager	\$120.00 – \$140.00
Senior Construction Manager	\$145.00 – \$167.00
Principal Construction Manager	\$180.00 – \$210.00
Construction Inspector ⁽¹⁾	\$152.00 – \$177.00
Construction Inspector ⁽²⁾	\$187.00 – \$218.00
Support Staff	
Administrative Assistant	\$70.00 – \$90.00
Project Administrator	\$80.00 – \$105.00
Senior Project Administrator	\$115.00 – \$200.00
Intern	\$65.00 – \$80.00
Surveying Services Staff	
Assistant Surveyor	\$95.00 – \$115.00
Licensed Surveyor	\$145.00 – \$175.00
1-Man Survey Crew	\$175.00/\$200.00 ⁽¹⁾
2-Man Survey Crew	\$245.00/\$285.00 ⁽¹⁾
2-Man Survey Crew including LS	\$280.00/\$295.00 ⁽¹⁾
UAV (Drone) Services	\$210.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small>	
<small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>	

Additional Fees

Expert Witness / GIS Training: *As quoted.*

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

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

"CONSULTANT"

By: _____ Dated: _____

Name: _____

Title: _____

BOARD AGENDA REPORT

Date: September 15, 2022
Staff: Susan Larson

SUBJECT: Tulloch Spillway Road—Design and Engineering Services-Phase I

RECOMMENDED ACTION: Review and authorize the Interim General Manager to sign a Professional Services Agreement with Provost & Pritchard for Design and Engineering Services for the Tulloch Spillway Road Project-Phase I.

BACKGROUND AND/OR HISTORY:

The Tulloch Spillway Roadway sustained major damage in May 2017. Following resolution of the issues associated with the scope of repairs, causation and responsibility for the roadway failures, Tri-Dam is now ready to move forward with the repair project.

Employees of Provost & Pritchard (formerly of Condor) provided guidance regarding emergency mitigation from the onset of the events in 2017, and have provided input on potential solution, stability and general engineering support services in past years. Now that the project is ready to move forward with the actual repair, Provost & Pritchard has prepared the Design and Engineering Proposal (Attached).

This proposal describes all seven (7) anticipated phases of the project, however, the initial Phase I is needed to facilitate the most cost-effective approach to this project. Phase I will also be useful to fully delineate the engineering design, as well as the regulatory and environmental process, to ensure that the project is implemented in the most effective and efficient manner.

Provost & Pritchard design engineers are well equipped to provide these services, given their past performance and experience.

2022 Tulloch Spillway Studies Budget:	\$250,000.00
Provost & Pritchard Design Proposal—Phase I:	\$ 36,200.00

ATTACHMENTS: Draft PSA and Provost & Pritchard Proposal

Board Motion:

Motion by: _____ Second by: _____

VOTE:

Holmes (Yes/No) Holbrook (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

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

Action(s) to be taken:

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of September 15, 2022, (the "Effective Date") by and between the **Tri-Dam Project**, a partnership 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 **Provost & Pritchard**, a California corporation ("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: Design and Engineering Services for the Tulloch Spillway Repair Project-Phase I. Services to be provided by Consultant ("Services") and other work to be performed ("Work") are specifically described in the Proposal, released August 25, 2022, which is incorporated herein by reference.

Exhibit A includes the proposal and scope of services.

- 2. Term of Agreement.** This Agreement shall commence on September 15, 2022 and terminate on December 31, 2023, unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
- 3. Schedule for Performance.** Consultant shall perform the Services 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 Services shall be on a time and materials basis in accordance with the Scope of Services and Fee Schedule, according to Provost & Pritchard's Standard Fee Schedule approved in 2022-PSA—0602-01, shall be effective for the duration of performance of the Services, 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. Attached as **Exhibit B**.

Total compensation to Consultant for Services performed under this Agreement—Phase I, including fees and expenses, shall not exceed Thirty-Six Thousand, Two Hundred Dollars and 00/100 (\$36,200.00).

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

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

"CLIENT"

Tri-Dam Project

P.O. Box 1158
Pinecrest, California, 95364-0158
Attn: Jeff Shields, Interim General Manager
Telephone: (209) 965-3996
Facsimile: (209) 965-4235

"CONSULTANT"

Provost & Pritchard

19969 Greenley Road, Suite J
Sonora, CA 95370
Attn: Alex Collins
Telephone: (866) 776-6200

With courtesy copies to:

Oakdale Irrigation District

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

South San Joaquin Irrigation District

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

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

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

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

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

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

9. Potential Conflicts of Interest.

- a. Consultant shall disclose its involvement in any projects that 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. Client 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 Client. 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 Client pursuant to Section 6 of this Agreement.

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

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

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

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

11. Indemnification. Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify Client, 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 subcontractors 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 Services. 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 subcontractor retained by Consultant shall maintain at their own expense the following insurance:

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

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

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

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

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
2. **Limits:** Consultant shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. "The Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees, and volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by

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

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

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

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

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Services 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 Services. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.
- f. Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

- 13. Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.
- 14. Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.
- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.
 - b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.
- 15. Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either irrigation 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 Client'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 Client upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).
- 17. Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
- 18. Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.

- 19. Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:
- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
 - b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

- 20. Liquidated Damages.** In the event that Consultant terminates this Agreement pursuant to Section 19, Consultant acknowledges that Client may be irreparably harmed by Consultant's failure to deliver the final Work Product to Client. Consultant further acknowledges that the amount of damages may be difficult to quantify. As such, Consultant agrees that in the event Client contracts with a third party to complete the Work Product due to Consultant's termination, Client shall be compensated by Consultant for any amounts expended in excess of the amount contemplated by this agreement as liquidated damages.

For the purpose of this Section 20, "cause" shall be defined as a circumstance or condition whereby Consultant is unable to perform the Work due to Client's failure to provide appropriate information or resources in a timely manner, and said circumstance or condition remains uncured after 30 days.

- 21. 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.

- 22. 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 Stanislaus.

- 23. 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.

EXHIBIT "A"
SCOPE OF WORK

Attached, Proposal for Final Design
Hells Half Acre Road Repair Project
Proposal No. 22-326
Dated: August 25, 2022

Exhibit A



19969 Greenley Road, Suite J
Sonora, CA 95370
Tel: (866) 776-6200

www.provostandpritchard.com

Proposal No. 22-327

August 25, 2022

Jeff Shields
Susan Larson
Tri-Dam Project
PO Box 1158
Pinecrest, CA 95364-0158

**Subject: Proposal for Design and Engineering Services
Tulloch Spillway Repair Project**

Dear Mr. Shields and Ms. Larson:

Thank you for the opportunity to submit this Proposal to Tri-Dam Project (TDP) for the Tulloch Spillway Repair Project. This Proposal discusses our understanding of the project, recommends a scope of services together with associated fees, establishes deliverables and approximate schedules, sets forth our assumptions and discusses other services that we can provide as the project proceeds. Qualifications of key personnel are described at the end of this Proposal and resumes are attached.

Note that previous work on the spillway project was performed by Provost & Pritchard Consulting Group (P&P) staff previously employed by Condor Earth (Condor). Additional P&P personnel are identified and qualifications are provided to complete our proposed additional scope/phases for this project.

Project Understanding

Previously 50% design drawings dated August 5, 2020 and a Preliminary Construction Cost Estimate dated August 11, 2020 were prepared to support TDP with mediation efforts. We understand that mediation is being resolved and TDP would like to move forward with this repair project.

We have limited our fee estimate for the initial work in Phase 1 to facilitate the most cost-effective approach to this project. P&P has presented our scope for anticipated phases and will confirm our anticipated scope and provide fee estimates as the project progresses.

We understand that the work will not require an application for repairs with the Department of Safety of Dams (DSOD) but will require approval by Federal Energy Regulatory Commission (FERC). We understand that FERC's primary concerns will be regarding the stability of the spillway and dam, as well as the design flow being used for design of the repairs.

Scope of Services

Our initial scope for this project will include a site visit by P&P key personnel with TDP personnel to review the details of the 50% design drawings, document current conditions and design changes anticipated to be discussed in the field with you and your staff. During this phase, we will

also compile the relevant historical data (provided by you and historical files from Condor) and develop the additional work scope with your input.

We anticipate the following phases of work for this project:

- Phase 1 – Consultation, Site Visit and Data Compilation
- Phase 2 – Design and Drawings for Submittal
- Phase 3 – Regulatory Agency Consultation and Support
- Phase 4 – 100% Engineer's Opinion of Probable Construction Cost
- Phase 5 – Contract and Technical Specification Documents
- Phase 6 – Bidding Support Services
- Phase 7 – Services during Construction

A discussion of each of these phases is provided below.

Phase 1 – Consultation, Site Visit and Data Compilation

The scope of this Proposal includes a fee estimate for Phase 1 only. The site visit will include attendance of key personnel from P&P to meet on site with TDP personnel. Key personnel will include P&P's Principal Tunneling Consultant, three Principal Engineers in specialized fields of engineering, and one Senior Engineer. We will meet with TDP personnel to update conditions, compile data and confirm 50% design details in the field.

This phase will also include compilation of historical files and internal review of data provided by TDP and received from Condor. We have also included consultation hours for support in working with TDP staff to develop design criteria and details, confirming the scope for the entirety of the project, project management and administrative support.

Deliverables: Design criteria and scope of work memo in PDF format.

Phase 2 – Design and Drawings for Submittal

This phase will include three phases of design, from the current 50% design to 75% for initial comments and review by TDP. After TDP's review of 75% design, P&P will move forward with 95% design drawings for submittal and approval by FERC. This phase will also include revisions after FERC's review and anticipated comments. Our final deliverable will provide 100% design drawings that will be used for bidding.

P&P key personnel for this phase is identified below along with a brief summary of experience, full resumes are included as an attachment to this Proposal.

Phase 3 – Regulatory Agency Consultation and Support

P&P's scope for Phase 3 is anticipated to include hydraulic modeling and analysis as confirmed by TDP to support discussions and ultimate approval by FERC. We anticipate that FERC will require a QA/QC plan and will provide this plan under Phase 3.

P&P key personnel for this phase is identified below along with a brief summary of experience, full resumes are included as an attachment to this Proposal.

Phase 4 – 100% Engineer’s Opinion of Probable Construction Cost

The previous Opinion of Probable Construction Cost was published in August 2020 using 2021 dollars. Phase 4 will consist of preparing a construction cost estimate reflecting the 100% Drawings prepared in Phase 2. This task will include review of and updating the unit prices and quantities. A letter report will be provided for documentation.

Phase 5 – Contract and Technical Specification Documents

Phase 5 work will be produced in phases starting with preparing 50% technical specifications. After TDP review and approval, we will prepare 100% contract and technical specification documents to be used for bidding. Our fee estimate will assume the use of previously accepted contract document templates that have been used for past TDP projects.

For-Bid Contract Documents will include Divisions 00, 01, 02 and 03 and Drawings.

Phase 6 – Bidding Support Services

Phase 6 will consist of providing support to TDP staff during the bidding and contractor selection process. The phase will include:

- **Contractor Pre-bid Preparation and Bid Walk** – P&P will assist TDP staff in identifying potential contractors, advertising, noticing and presenting the project to interested bidders. P&P will participate in a mandatory pre-bid walk to be attended by all bidders.
- **Contractor Pre-bid Response/Consultation** – P&P will assist TDP staff in responding to contractor requests for information and preparation of addenda if needed as a result of such inquiries.
- **Post-bid Contractor Review/Selection/Consultation** – P&P will assist TDP staff in reviewing bids for completeness and meeting qualifications. P&P will meet with TDP staff at your office and provide recommendations for contractor selection.
- **Post-bid Contractor Administration/Consultation** – P&P will compile executed contract documents, combine into one electronic file for distribution and provide one hard copy for the selected Contractor and TDP. P&P will also assist TDP staff preparing and distributing the Notice-of-Award and Notice-to-Proceed.

Phase 7 – Services during Construction

P&P’s Phase 7 scope of work will include construction management, engineering oversight and quality assurance services. These tasks will include:

- Pre-Construction: Mobilization and Submittal Reviews
- Construction: Management, Engineering Oversight and Quality Assurance
- Post-Construction: Demobilization and Project Closeout

We anticipate that pre-construction services will begin with Notice of Award through construction start date and will include attending a preconstruction meeting with TDP and the selected Contractor, reviewing and responding to Contractor submittals, and monitoring Contractor mobilization progress.

Construction services will include services from start of construction through substantial completion and will include tasks such as leading, attending and documenting weekly project

meetings; daily on-site monitoring of construction and progress and documenting progress in daily and weekly reports distributed to TDP in a timely manner; construction phase engineering and observations; materials testing and inspections and laboratory services; administrative support and project management.

Post construction services would begin from Substantial Completion to Final Completion and will include project closeout efforts, monitoring demobilization of the contractor, preparation and submittal of final reports to TDP for file and for submittal to FERC.

Fee estimates for Phases 2 through 7 will be prepared as the project progresses. We anticipate the next estimate will be for Phases 2 through 4 but will confirm as we work with you in Phase 1. When submitting future fee estimates, additional details may be provided on the scope of work for Phases 2 through 7.

Professional Fees

P&P proposes to perform the work on a time-and-expenses basis, according to our Standard Fee Schedule approved in 2022-PSA-0602-1 and attached. The estimated total fee will not be exceeded without prior authorization by TDP. The fees for Phase 1 include 10% contingency.

Proposed Fee – Tulloch Spillway Repair	
Phase	Estimated Fee
Phase 1 – Consultation, Site Visit and Data Compilation	\$36,200
Total Estimated Fee:	\$36,200

Schedule

P&P's work for Tulloch Spillway Road Repair Project can start immediately following a Notice-to-Proceed or as directed. The site visit for Phase 1 will be scheduled with TDP personnel to take place as early as possible. We will compile historical data and provide an update via a virtual meeting within 2 weeks of our site visit with you and your team.

Qualifications

P&P works with municipal, private and agricultural clients to improve infrastructure for their land and communities. We provide consultation, feasibility, design, survey and drone services for roads, water and wastewater facilities for cities, counties, water and irrigation districts, dairies and private clients.

Project Personnel

P&P has assigned experienced professionals to this project to meet the technical and management requirements for completing the work in a competent and cost-effective manner. The following lead professionals will conduct the work with the support of staff and associate engineers, computer-aided drafting, word processing, and accounting personnel as needed.

Scott W. Lewis, PG, CEG – California Certified Engineering Geologist and Principal Tunneling Consultant. Mr. Lewis has over 35 years of experience in geologic investigations and design/construction/repairs of tunnels and cut/cover structures, structural foundations, landslides, slope stability, dams, spillways and other engineering works. He has served as the project

manager and/or principal investigator on numerous dam, tunnel, water conveyance and other heavy construction projects. His specialty is in coordinating and performing field investigations, evaluation, construction plans and specifications preparation, and construction management and supervision. Mr. Lewis will be responsible for evaluating site conditions, design, reporting, controlling the budget and schedule, and ensuring the timely completion of the work.

Mr. Lewis continues to work with South San Joaquin and Oakdale Irrigation Districts (SSJID and OID) for over 20 years and has worked successfully with the TDP team on many projects in the last 10 years.

Andrew Kositsky, GE – California Registered Civil and Principal Geotechnical Engineer. Mr. Kositsky has over 30 years of experience in geotechnical and geostructural engineering, and serves as P&P's lead professional engineer for tunnel and dam design and construction projects. His typical assignments include directing explorations of soil, bedrock, and groundwater conditions beneath sites; evaluating site conditions, evaluation of geologic hazards and mitigation options; evaluation and design of geostructural systems; and directing construction monitoring. He personally provides, and supervises staff, for the geotechnical and design engineering for a wide variety of projects, including irrigation canals and tunnels, dams, wine caves, rehabilitation of underground structures (tunnels and mines), shoring, office buildings, public schools, residential developments, landslide repairs, and solid waste landfills.

Mr. Kositsky has worked with SSJID, OID and TDP on many rehabilitation and new construction projects over the past 10 years.

Jeffrey Dorn, PE, TE, QSD – California Civil and Traffic Engineer; Qualified SWPPP Developer and Senior Civil Engineer. Mr. Dorn is a senior engineer at P&P with 16 years of civil engineering and project management experience. His experience has been focused on transportation infrastructure design and providing ongoing consulting services for various public agencies. Mr. Dorn's design experience includes geometric, pavement section, grading and drainage design of roads, design of ADA-accessible sidewalks and curb ramps, bike/pedestrian trail design, utility relocation, and water, sewer, and storm water system repair and replacement. His experience also includes grant writing, engineering report writing, front end and technical specifications, cost estimating, project management, and coordination with Railroads, Caltrans, other public agencies and utility companies.

Brian E. Ehlers, PE – California Civil Engineer and Principal Engineer. With over 40 years of engineering experience, Mr. Ehlers is a principal water resources engineer at P&P. His experience includes planning, design and construction management of water supply and distribution systems for cities and water districts throughout the state. Mr. Ehlers' is also skilled in feasibility studies, groundwater studies, and technical review of conveyance and pumping facilities for both agricultural and domestic water systems. Additionally, his areas of expertise include managing and performing hydrologic, hydraulic, soil and rock stability, and flood inundation studies, as well as computer modeling associated with such analyses.

Mr. Ehlers currently serves as District Engineer for seven water districts and provides services include water supply planning, water conservation programs, and capital improvements. Mr. Ehlers recently worked with SSJID on the Woodward Reservoir spillway project.

Prior to entering the consulting profession, Mr. Ehlers was an employee with the United States Bureau of Reclamation and held positions in Sacramento, Tucson, Phoenix and the Denver Federal Center. Mr. Ehlers while stationed in Phoenix and the Denver Federal Center was

assigned to the Safety of Dams program and worked on the modifications for the Stewart Mountain Dam and Theodore Roosevelt Dam on the Salt River Project.

Owen E. Kubit, PE, PG, CHG, CFM – California Civil Engineer, Professional Geologist, Certified Hydrogeologist and Certified Floodplain Manager and Principal Water Resources Engineer. Mr. Kubit is a principal water resources engineer at P&P with 25 years of broad-based experience in the planning, design, construction, and management of various water resources projects. He has worked for public and private clients throughout the United States and overseas, including over 80 water supply agencies in California. He has an interdisciplinary background with experience and professional licenses in both civil engineering and geology. Mr. Kubit has extensive knowledge in the fields of dam inspection and rehabilitation, groundwater recharge, groundwater management, water balance analysis, water resources planning, floodplain management and surface water hydrology. Mr. Kubit recently worked with SSJID on the Woodward Reservoir spillway project with surface water modeling and assistance with submittal documents to DSOD.

Kim Tarantino – Senior Project Administrator. Ms. Tarantino serves as project administrator and coordinator for P&P and is responsible for assisting with project management, coordination of all aspects of project from submittals to design and field services, preparing documents for construction contracts, monitoring and tracking budgets and deadlines, and all aspects of administrative support from feasibility to construction management.

Ms. Tarantino has worked with SSJID, OID and TDP on many rehabilitation and new construction projects over the past 20 years.

Limitations

P&P offers a range of investigative and engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive investigations, assessment yield more information, which may help understand and manage the degree of risk. Because such detailed services involve greater expense, our clients participate in determining the level of service that will provide adequate information for their purposes at an acceptable level of risk. P&P may, during the preparation of the work product review and reference work conducted by others include the Client. P&P is not responsible to independently verify work prepared by others intended to be utilized under this contract, when said work products is represented as true, accurate and precise for intended use. Verification can be provided by P&P upon request and with additional scope and fee authorized by the client.

Acceptance of this Proposal will indicate that the client has reviewed the scope of service and determined that it does not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a change in fees.

P&P will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Regulations and professional standards applicable to P&P's services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably

adopt different approaches to similar problems. Therefore, no warranty or guarantee, expressed or implied, will be included in P&P's scope of service.

Terms and Conditions

If this Proposal is acceptable, please prepare a Profession Services Agreement and Purchase Order to authorize our work. These documents will serve as our Notice to Proceed. This Proposal is valid for 60 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



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



Jeffery Dorn, CE No. 76749, TE No. 2945
Director of Operations

Attachments

2022 Standard Fee Schedule
Resumes of Key Personnel

Scott Lewis

PG, CEG

Principal Tunneling Consultant

Education

- ✓ M.S., Geosciences, Structural Geology and Tectonics, University of Arizona, Tucson
- ✓ B.S., Geological Sciences, University of Southern California, Los Angeles

Registration/Certifications

- ✓ Professional Geologist, California, #5772
- ✓ Certified Engineering Geologist, California, #1835

Affiliations

- ✓ Association of Engineering Geologists
- ✓ Underground Construction Association of SME

Areas of Expertise

- ✓ Project Management
- ✓ Tunnel feasibility, design and construction
- ✓ Construction Management
- ✓ Water resources development, including dam and reservoirs
- ✓ Dam/spillway safety and stabilization evaluation and rehabilitation
- ✓ Mine Reclamation
- ✓ Landslide investigations and remediation



Professional Summary

Mr. Lewis has over 35 years of experience in geologic investigations and design/construction/repairs of tunnels and cut/cover structures, structural foundations, landslides, slope stability, dams, spillways and other engineering works. He has served as the project manager and/or principal investigator on numerous dam, tunnel, water conveyance and other heavy construction projects. His specialty is in coordinating and performing field investigations, evaluation, construction plans and specifications preparation, and construction management and supervision.

He has extensive experience in project design, engineering geology and construction management applied to site exploration, design, and construction of hydroelectric, water resources, and conventional, SEM and TBM tunneling projects. Refer to the attached list of selected project experience for project details. His wide range of experience has made him particularly suited to reach practical and cost-effective solutions to design and geological issues related to engineering works.

Mr. Lewis has further provided leadership in communicating geological findings to reach consensus among interested parties on a course of action for projects with difficult geological conditions. This includes presentations and discussions with public agencies such as the California Division of Safety of Dams and the project Boards of Consultants. Mr. Lewis has also served as an expert consultant during construction dispute resolution and litigation. The combination of both technical and management skills makes Mr. Lewis an ideal candidate for assignments ranging from field related technical interpretation to report writing, consensus building, and presentation to boards and management.

Relevant Experience

DAMS & SPILLWAYS

Tri-Dam Hydroelectric Project - Tulloch Powerhouse Unit 3 - Contractor's temporary shoring design engineering and construction observations.

Tri-Dam Project – Beardsley Afterbay Dam – Consultation, seepage investigation, documentation report, rehabilitation design.

Tri-Dam Project – Tulloch Dam Spillway – Emergency mitigation support, design, construction observation.

Twain Harte Dam - Rehabilitation of multiple arch concrete dam. Exploration, foundation mapping, abutment stability, instrumentation, repairs design and construction management.

City and County of San Francisco – Hetch Hetchy - 2,000' pipeline bypass across existing reservoir. Contractor's design of shoring and tunnel connection details

New Spicer Meadow - Concrete faced rockfill; 260' high; 2,000' crest length; side spillway (ungated overflow); granitic rock. Plinth/foundation mapping, plinth stability, consolidation and curtain grouting, instrumentation

McKays Point - Double curvature thin arch; 240' high; 380' crest length; center spillway (ungated overflow) with plunge pool; granitic/ metamorphic rock. Exploration, foundation mapping, abutment stability (rock bolts/drainage), instrumentation, consolidation and curtain grouting, joint grouting, foundation drainage

North Fork - Concrete gravity; 50' high; 200' crest length; center spillway (ungated overflow); granitic rock. Foundation mapping, consolidation and curtain grouting.

Beaver Creek - Concrete gravity; 40' high; 200' crest length; center spillway (ungated overflow); granitic rock. Foundation mapping, abutment stability (rock bolts/drainage/buttress), consolidation and curtain grouting.

Balsam Meadow - Concrete faced rockfill; 130' high; 1,000' crest length; side spillway (ungated overflow); granitic rock. Foundation mapping, consolidation and curtain grouting.

New Lyons - Conceptual design for concrete faced rockfill and concrete gravity; 300' high; 800' crest length; side/center/glory hole spillway alternatives; granitic rock. Exploration, feasibility, conceptual design.

Seven Oaks - Earth core rockfill; 550' high; 2,000' crest length; side spillway (ungated overflow). Prebid analysis of spillway construction.

Long Gulch - Earthfill; 150' high; 800' crest length; side spillway (ungated overflow). Exploration, preliminary design

US Borax - Earthfill impoundment; 30' high; 15,000' crest length. Exploration, preliminary design.

Cal Asbestos - Earthfill; 30' high; 100' crest length; side spillway (ungated overflow). Dam breach repair design and construction management.

Ferrari-Carano - Earth fill; 25' high, 300' crest length. Exploration, design review.

Indian Spring Vineyards - Existing Reservoir. Evaluation of seepage impacts.

Calaveras County Water District – White Pines Dam – Annual inspection, instrumentation evaluation, repair recommendations.

Tuolumne Utilities District - Lakewood Dam - Repairs design for flood-damaged dam and spillway.

Various Dam Owners – Dam Inundation Studies. State-mandated potential flooding hazard analysis for existing dams.

Previous Experience

Condor Earth Technologies, Inc. (1989 – 2021), Principal Engineering Geologist/Tunneling Consultant – Project Director/Manager in the Geoengineering Division. Project lead on over 300 tunnel, dam, canal, slope stabilization and rehabilitation projects, including feasibility, geotechnical investigations, design and construction management. Additional positions held at Condor include serving on the company Board of Directors from 1993 to 2021, Operations Manager for the Sonora office from 1994 to 1996, in addition to project management and technical professional duties.

Electrowatt Engineering Services, Ltd (1985 – 1989), Project Geologist/Chief Site Geologist – representing the design/build team for the North Fork of the Stanislaus River Hydroelectric Project, Calaveras County, and California. Primarily responsible for the evaluation of the stability and suitability of the foundations of engineered structures and other excavations which include a concrete arch dam, a concrete face rockfill dam, two concrete gravity dams, two powerhouses, and approximately ten miles of bored and conventionally excavated tunnels and shafts.

Southern California Edison Co. (1984 – 1985), Staff geologist. Worked with the construction management team on the Balsam Meadow Hydroelectric Project. Responsible for the reporting and solving of geological problems encountered during construction of the underground powerhouse and associated tunnel works.

U.S. Department of Energy (1983), Graduate thesis work supported by DOE grant and Rockwell Hanford Operations – Large-scale landslide investigation associated with the Basalt Waste Isolation Project.

Union Oil Company of California (1982), Exploration geologist with the Frontier District – Duties included evaluation and report preparation for natural gas prospects in northern California, Oregon and Washington.

University of Arizona (1981 – 1982) Responsible for teaching Structural and Physical Geology laboratory courses for undergraduates.

Union Oil Company of California (1981), Development geologist with the Southern Alaska District. Primary project entailed the evaluation of an oil field in the Cook Inlet.

Homestake Mining Company (1980) Responsible for accumulating and interpreting data, based on literature research, on gold mines in California, Nevada, New Mexico, North Carolina, and South Carolina.

Publications & Presentations

Collins, B.D., Lewis, S.W., and others, 2018, **Thermal influences on spontaneous rock dome exfoliation**, Nature Communications (2018-9.762), DOI: 10.1038/s41467-017-02728-1

Lewis, S.W., 2018, **Spontaneous Exfoliation of Granitic Dome Damages Overlying Concrete Dam – Case History**, Abstract and Presentation, Association of Environmental & Engineering Geologists, San Francisco 2018, XIII IAEG Congress – Engineering Geology for a Sustainable World

Lewis, S. and Kositsky, A., 2016, **Seismic Performance of Wine Caves**, 2016 World Tunnel Congress proceedings, Society for Mining, Metallurgy & Exploration

Lewis, S.W., and Leech, W.D., 2004, **Wine Caves Beneath the Northern California Vineyards**, Tunnel Business Magazine, February 2004 issue, V. 7, No. 1, p. 22 – 24

Burtleson, A., and Lewis, S.W., 2002, **Over Thirty Years of Cave Construction in California's Wine County**, North American Tunneling Conference, May 20, 2002, Seattle, Washington.

Lewis, S.W., Kaldenbach, G., 1999, **Historic Nortonville Mine Hazard Abatement**, 1999 Annual Conference, California Mining Association, Lake Tahoe, California.

Skaggs, R.L., Lewis, S.W., and others, 1995, **Main canal embankment slope restoration for a 100-year old California irrigation system**: WaterPower '95 proceedings, American Society of Civil Engineers, San Francisco, California.

Lewis, D.C., and Lewis, S.W., 1995, **How a problematic operation can complicate reclamation: a case history: Mine Closure Conference proceedings**, Nevada Mining Association, Sparks, Nevada.

Lewis, S.W., and Hillman, B.A., 1992, **New Lyons Dam feasibility and conceptual design**: Presentation to Mountain Counties Water Resources Association, Sonora, California.

Lewis, S.W., and Lewis, D.C., 1988, **North Fork Stanislaus Hydroelectric Project construction**: Presentation to the Association of Engineering Geologists, San Francisco, California.

Naruk, S.J., Lewis, S.W., and others, 1986, **Kink folding in an extended Terrane: Tortilla Mountains, Southeastern Arizona**: *Geology*, Vol. 14, No. 12, p. 1012-1015.

Naruk, S.J., Lewis, S.W., and others, 1986, **Replies to Comments on Kink folding in an Extended Terrane: Tortilla Mountains, Southeastern Arizona**: *Geology*, Vol. 14, No. 9, p. 871-873.

Lewis, S.W., 1984, **The Corfu landslide: a large-scale prehistoric compound-complex landslide in southcentral Washington**: Presentation to Geosciences Conference, University of Arizona, Tucson.

Naruk, S.J., Lewis, S.W., and others, 1983, **Kink Folding in an Extensional Terrane (Abstr.)**: *Geol. Soc. Amer. Abstr. with Programs*, V. 15, No. 5, p. 404.

Lewis, S.W., and others, 1981, **Folding and normal faulting related to inferred strike-slip faulting on Santa Catalina Island; its implications for the inception of the San Andreas Fault system (Abstr.)**: *Geol. Soc. Amer. Abstr. With Programs*, V. 13, No. 2, p. 66.

Andrew S. Kositsky

PE, GE

Principal Geotechnical Engineer

Education

- ✓ M.S., Geotechnical Engineering, University of California Berkeley, Berkeley, California
- ✓ B.S., Civil Engineering, Drexel University, Philadelphia, Pennsylvania

Registration/Certifications

- ✓ Civil Engineer, California #55758
- ✓ Geotechnical Engineer, California #2532

Affiliations

- ✓ American Society of Civil Engineering
- ✓ Geotechnical Institute

Areas of Expertise

- ✓ Retaining Wall Design
- ✓ Tunnel design and construction
- ✓ Geotechnical studies and investigations
- ✓ Water resources development, including dam and reservoirs



Professional Summary

Andrew Kositsky is a Principal Geotechnical Engineer who has 30 years of experience in geotechnical engineering and engineering design and construction for retaining walls, earthwork, foundations, slope stabilization, and landslide repairs. Mr. Kositsky has worked for public and private-sector clients on their projects. For such projects, he has developed and overseen field investigations, performed engineering evaluations and analyses, evaluated repair options, prepared construction cost estimates, drawings and specifications, and has performed engineering oversight during construction.

Relevant Experience

Tri-Dam Project – Beardsley Afterbay Dam – Consultation, seepage investigation, documentation report, rehabilitation design and engineer of record for project.

Tri-Dam Project – Tulloch Dam Spillway – Emergency mitigation support, design, construction observation.

Tuolumne Utilities District - Lakewood Dam - Repairs design for flood-damaged dam and spillway.

Landslide Repairs along Eureka Ditch, Tuolumne Utilities District, Tuolumne County – Performed geotechnical consultation for the engineering department of TUD that damaged water-supply conveyance improvements and a road adjacent to a water-supply canal. One evaluation was for an approximately 400-foot-long segment of a canal/pipeline that had been damaged by downslope ground movements. Provided recommendations for monitoring and for a buttress fill for a portion where a pipe had moved from ground movements. Designed a geogrid-reinforced buttress fill with subdrains placed over a landslide scarp that undermined a road.

Joint Main Canal, South San Joaquin Irrigation District, San Joaquin County, California – Conducted a geologic hazards study, alternatives repair analysis, and a preliminary bypass tunnel design for this 3½ mile long irrigation canal. The result of the study is a decision-making tool for the District's capital improvement planning. The study included evaluating and ranking the various sections of canal with respect to physical condition and potential hazards. Hazard ranking included landslide, canal retaining wall, and tunnel failure hazards. The project included developing and evaluating repair and mitigation measure alternatives and recommending the most appropriate alternative for repairs based on cost and hazard reduction. The study was comprehensive and included geologic mapping; consideration of contingency plans and bypass tunnels, developing several repair options for each hazard zone and hazard type, and considering alternative conveyance systems (such as new canals, pipelines, pump stations, and reservoirs). Finally, preliminary construction cost estimating, and hazard

reduction estimating were provided in a comprehensive report of findings. Performed preliminary design work for a bypass tunnel.

Sewer Evaluation, Tuolumne Utilities District, Tuolumne County – Evaluated the ability of an asbestos-concrete sewer main pipe to carry loads from a proposed railroad spur above it. The evaluation included performing a site investigation, calculating surcharge loads, and geotechnical and structural analysis of the pipe stability.

East Big Hill and Brentwood Bypass Waterlines, Tuolumne Utilities District, Tuolumne County – Reviewed the geotechnical aspects of the plans and specifications and provided oversight and compaction testing services during construction of these multi-water line projects. The project consisted of placing over three miles of pipe in mountainous terrain. Condor also assessed slope stability concerns associated with the Big Hill line.

Independence and Ridge Road Water Line Repair and Subgrade Stabilization, Glencoe, California – Provided consultation during design and construction of this project for the County Public Works Department. The project consisted of repairing a leaking water line, backfilling the trench made to repair the line, and stabilizing the wet soil subgrade beneath the pavement at this road intersection. Evaluated the effects of the water line leak on pavement distress.

Highway 26 Transmission Line Extension, Calaveras County Water District, Calaveras County, California – Performed a geotechnical consultation for final design and during construction of this 2,300-foot long underground waterline project. Addressed the appropriateness of the geotechnical aspects of the project design, recommended design revisions, and evaluated trench stability during construction.

Panko Hotel, Pan Pacific Ocean, LLC, San Francisco, California – Managed a subsurface investigation and provided design

Previous Experience

Condor Earth Technologies, Inc., Senior Geotechnical Engineer – Responsible for directing subsurface investigations, developing geotechnical recommendations and designs for earthwork, retaining walls, tunnels and foundations; and designing retaining walls and tunnel ground support. (2005 – 2021)

Kleinfelder, Inc., Project Geotechnical Engineer – Responsible for geotechnical investigations and geotechnical observation and testing services for construction of public schools. (2004 – 2005)

Treadwell & Rollo, Inc., Senior Project Geotechnical Engineer – Responsible for subsurface investigations and design of building foundations and temporary shoring (1998 – 2003)

Hallenbeck and Associates, Geotechnical Engineer – Responsible for foundation design and slope stability analyses and preparing geotechnical investigation reports. Monitored foundation construction and grading. (1995 – 1998)

Geotech, Inc., Geosyntec Consultants, Harza Engineering Company of CA, Staff Geotechnical Engineer – Responsible for earthwork and landfill liner quality control observation and testing, geotechnical laboratory testing and reporting, geotechnical site and subsurface investigations, and geotechnical design analyses and evaluations. (1989 – 1995)

Jeffrey Dorn

PE, TE, QSD

Senior Civil Engineer

Education

- ✓ B.S. Civil Engineering,
California State University, Fresno

Registration/Certifications

- ✓ Civil Engineer, California #76749
- ✓ Traffic Engineer, California #2945
- ✓ Qualified SWPPP Developer (QSD)
#21456

Areas of Expertise

- ✓ Pavement Rehabilitation
- ✓ ADA-Accessible Design of Sidewalks and Curb Ramps
- ✓ Geometric Design of Roadways and Intersections
- ✓ Grading and Drainage Design of Roadways, Intersections, Sidewalks, Curb and Gutter
- ✓ Water, Sewer, and Storm Water System Repair and Replacement
- ✓ Utility Relocation
- ✓ Coordination with Caltrans and Railroads
- ✓ Federal, State, and Local Funding Compliance

PROFESSIONAL SUMMARY

Jeff Dorn is a senior engineer at Provost & Pritchard with 16 years of civil engineering and project management experience. His experience has been focused on transportation infrastructure design and providing ongoing consulting services for various public agencies. Mr. Dorn's design experience includes geometric, pavement section, grading and drainage design of roads, design of ADA-accessible sidewalks and curb ramps, bike/pedestrian trail design, utility relocation, and water, sewer, and storm water system repair and replacement. His experience also includes grant writing, engineering report writing, front end and technical specifications, cost estimating, project management, and coordination with railroads, Caltrans, other public agencies and utility companies.

RELEVANT EXPERIENCE

Transportation

Pleasant Avenue Improvements Project, City of Tulare, California, Project Manager – Mr. Dorn is currently serving as the project manager providing the City of Tulare with civil engineering design services for water, sewer, storm drain, and pavement rehabilitation improvements along 1.7 miles of Pleasant Avenue from Enterprise Street to H Street. The improvements include AC pavement rehabilitation using grind and overlay, full depth reclamation, and complete pavement reconstruction, installation of new water, sewer and storm drain facilities, replacement of damaged curb, gutter and sidewalk, replacement of existing curb ramps, and alley and drive approaches to meet current ADA standards, and signing and striping. The project also included the redesign of the West and Pleasant intersection. Conceptual layouts for both a roundabout and a traffic signal were prepared. Ultimately, the traffic signal alternative was selected, and construction plans, and specifications were prepared.

O Street Improvements Project, City of Tulare, California, Project Manager – Mr. Dorn served as the project manager providing the City of Tulare with civil engineering design services for water, sewer, storm drain, and pavement rehabilitation improvements along 1.5 miles of "O" Street from Pleasant Avenue to Bardsley Avenue. The improvements include AC pavement rehabilitation using grind and overlay, full depth reclamation (FDR), and complete pavement reconstruction, installation of new water, sewer and storm drain mains, services, laterals, manholes and drain inlets, replacement of damaged curb, gutter and sidewalk, replacement of existing curb ramps, alley and drive approaches, and trail crossings to meet current ADA standards, loop detector replacement, signal modifications, and signing and striping. The project also included coordination with Caltrans to obtain an encroachment permit for the State Highway that crosses the project.

South Van Ness Industrial Roads Project, City of Fresno, California, Project Manager - Mr. Dorn recently served as the project manager providing the City of Fresno with civil engineering design services for

two (2) miles of roadway improvements to California Ave, East Ave, Hamilton Ave, and Pearl Street in a heavily developed industrial area of south Fresno. The improvements included the construction of new curb, gutter, sidewalk, curb ramps and drive approaches to replace the existing dirt shoulders, pavement rehabilitation and widening, utility relocation, street lighting, signing and striping. The improvements were designed to improve pedestrian safety while allowing storm water to surface flow to nearby storm drain inlets and reducing the persistent ponding that occurred in the dirt shoulders. Existing private improvements and utilities conflicting with the new improvements were relocated. Mr. Dorn coordinated with both UPRR and BNSF railroads to obtain design approval and acquire right of entry permits for the nine (9) active railroad crossings. Mr. Dorn also coordinated with PG&E, AT&T, and Comcast to relocate their facilities outside the new improvements.

Ward and Las Palmas Avenue Pedestrian Safety Project, City of Patterson, California, Project Manager – Mr. Dorn recently served as the Project Manager for the City of Patterson’s Ward and Las Palmas Pedestrian Safety project. The City was awarded Active Transportation Program funding to construct bike lanes, curb, gutter, sidewalk, curb ramps, enhanced pedestrian crossings including pedestrian activated solar powered flashing warning signs, and plant street trees along the east side of Ward Avenue and the north side of Las Palmas Avenue. The project filled gaps in pedestrian and bicycle facilities along these routes adjacent to Patterson High School and Las Palmas Elementary School and improve drainage. The new sidewalk was constructed so that the existing mature palm trees along the entire stretch of Las Palmas Avenue were protected in place.

Las Palmas Overlay, City of Patterson, California, Project Manager – Mr. Dorn is currently serving as the project manager for the City of Patterson’s rehabilitation of Las Palmas Avenue between Highway 33 and the east end of the City limits (approximately 3,200 feet of road). The pavement rehabilitation incorporates the use of rubberized hot mix asphalt and an asphalt rubber chip seal to address the deteriorated pavement. Our design team is also coordinating with Caltrans District 10 and California Northern Railroad to obtain encroachment and right of entry permits for the project construction. The improvements also include the reconstruction of curb ramps and crosswalks which do not meet current ADA standards, replacement of existing detector loops, installation of a new sewer main and laterals, road striping, and adjustment of existing manholes and valve covers to finished grade.

Ninth Street Realignment Project, City of Patterson, California, Project Manager – Mr. Dorn recently served as the Project Manager for the City of Patterson’s Ninth Street Realignment project. The City was awarded Active Transportation Program funding to realign Ninth Street east of Ward Avenue to create a 4-leg intersection with Heartland Ranch Avenue. The improvements included new pavement, curb, gutter, sidewalk, curb ramps, drive approaches, electrical service and streetlights, street trees and irrigation, signing and striping, and the relocation of existing fencing and mailboxes. The project included preparing a separate demolition and tree removal bid package for the involvement of the California Conservation Corps and the Greater Valley Conservation Corps.

North Fork Road Bridge, Cornerstone Engineering, County of Fresno, Project Manager – Mr. Dorn is currently serving as the project manager providing design services for the construction of a 700-foot bridge over the San Joaquin River and 1300 feet of roadway transition for the new bridge alignment. Project improvements include roadway reconstruction, curb, gutter, sidewalk, asphalt dike, guard rail, storm drainage facilities, and signing and striping. The work includes include design of vertical and horizontal alignment, roadway grading and drainage, pavement design, and coordination of structural, hydraulic, and utility relocation components.

City of Fresno Road Rehabilitation Projects, Project Manager – Mr. Dorn served as the project manager for six separate ½ to 1 mile long road rehabilitation projects along Blackstone Avenue, Chestnut Avenue, and Inyo Street for the City of Fresno. Each project consists of grinding and overlaying a majority of the existing asphalt pavement with dig outs and complete pavement section replacement in areas where severe pavement deterioration exists. Also included in each project is the reconstruction of curb ramps and median island noses to meet current ADA standards, minor traffic signal improvements such as replacement and upgrade of existing signal loop detectors and pedestrian push buttons, redesign of existing signing and striping, and adjustment or relocation of existing utilities.

Brian E. Ehlers, PE

Principal Engineer

Education

- ✓ B.S. Civil Engineering, California State University, Fresno
- ✓ M.S. Civil Engineering, University of Arizona, Tucson

Registration/Certifications

- ✓ Civil Engineer, California #40655

Affiliations

- ✓ American Society of Civil Engineers (ASCE)
- ✓ Groundwater Resources Association of California (GRAC)
- ✓ United States of Committee on Irrigation & Drainage (USCID)

Areas of Expertise

- ✓ Water/Irrigation District Engineering
- ✓ Groundwater Banking
- ✓ Water Supply Investigations
- ✓ Major Conveyance Facility Construction and Operations
- ✓ Safety of Dams

Professional Summary

With over 40 years of engineering experience, Brian Ehlers is a principal water resources engineer at Provost & Pritchard. His experience includes planning, design and construction management of water supply and distribution systems for cities and water districts throughout the state. Mr. Ehlers' is also skilled in feasibility studies, groundwater studies, and technical review of conveyance and pumping facilities for both agricultural and domestic water systems. Additionally, his areas of expertise include managing and performing hydrologic, hydraulic, soil and rock stability, and flood inundation studies, as well as computer modeling associated with such analyses.

Relevant Experience

Woodward Reservoir, South San Joaquin Irrigation District, Manteca California, Project Manager - Mr. Ehlers served as the project manager on to review the Safety of Dams correspondence and related information on the construction and modifications to the Woodward Reservoir Dam. This included review of past analysis, perform calculations in support of determining existing spillway capacity and develop solutions for adding additional spillway capacity for passing the design storm.

Goodwin Dam, South San Joaquin Irrigation District, Manteca California, Principal - Mr. Ehlers was responsible for the Provost & Pritchard staff on the coordinated effort with other district consultants on evaluating the hydraulic control structures on the Goodwin Dam serving the joint canal serving the district and the Oakdale irrigation district. The joint canal is proposed to be replaced by the Canyon Tunnel and alternatives for the control of the diversion and flow through the tunnel were investigated.

Malibou Lake Dam, Malibou Lake Mountain Club, Cornell California, Project Manager - Mr. Ehlers was responsible to provide guidance to the client on the repair of the dam. The Malibou Lake is a historic property and the dam and surrounding lands have enjoyed the recreation and aesthetic amenities the lake has afforded the properties for many years. The dam is onstream and the water supply accrues from annual rainfall in the watershed above the development. Over the past 100 years, the dam has operated successfully, and it is understood that the low-level outlet valve got taken out in a large flood event, was replaced, and subsequently got damaged in another flood event and lost again. The design consisted of redesign of the outlet works so as to afford operation of a new low-level outlet works while protecting the valve from overpour of the spillway.

Friant Dam Power Plant, Orange Cove Irrigation District, Friant, California, Project Manager - Project tasks included researching and obtaining data, preparing the preliminary design, and obtaining a Federal Energy Regulatory Commission (FERC) permit to add a new 2 MW power plant connected to the 20-foot diameter penstocks at the base of Friant Dam.

Stockton Dam, Mariposa Public Utility District, Mariposa California, Project Manager - Mr. Ehlers is responsible for the Provost & Pritchard staff working to provide evaluation of the low-level outlet work on the dam and provide documentation that the outlet works has the operational capability to drain the reservoir consistent with Division of Safety of Dams criteria.

Auberry Mill Pond Dam, Private Client, Auberry California, Project Manager - Mr. Ehlers was responsible for the Provost & Pritchard staff working to provide evaluation of the dam and the spillway and determine the ability to pass the 100 year flood event. Hydraulic analysis was performed as well as routing the 100 year event through the reservoir and downstream. Plans were prepared and a new spillway constructed to pass the 100 year event.

Topaz Lake, Walker River Irrigation District, Yearington, Nevada, Project Manager – Mr. Ehlers was responsible for the development of hydrological data for use in the design of improvements to the dam, which is capable of storing 60,000 acre-feet. The purpose was to bring the dam into compliance with Division of Safety of Dams requirements.

100-Year Flood Flow Estimate, Madera County, California, Project Manager – Mr. Ehlers was responsible for a hydrologic evaluation of the 100-year regulated flood flow downstream of Friant Dam. The evaluation consisted of operations modeling of the upper watershed, probability of rainfall occurrence, and Monte Carlo simulation of critical factors.

Little Johns Creek, Oakdale Irrigation District, Oakdale, California, Project Manager – Existing flows in the North Main Canal are delivered through the Joint Main Canal with South San Joaquin Irrigation District. Approximately 3.5 miles downstream of Goodwin Dam, the joint facilities terminate at the diversion works. The Oakdale Irrigation District's supply is diverted north and utilizes the conveyance capacity of the Little Johns Creek for a number of miles until reaching Little Johns Creek Dam. The headworks for the North Main Canal is part of the existing Little John Creek dam structure and is located in Section 18, T1S, R12E, MDB&M. The purpose of the structure upgrade was to provide flow monitoring capabilities, and control of flows diverted from Little Johns Creek into the North Main Canal. The upgrade included the replacement of the existing slide gates with four new motor-operated gates, SCADA links with remote flow control, trash/debris control facility, and construction of flow rate monitoring capabilities.

James Weir Reconstruction, James Irrigation District, San Joaquin, California, Principal-in-Charge – Severe flooding on the Kings River in 1995 caused damage and undermining of the existing concrete weir. Studies were performed to determine the extent of damage potential for failure and develop solutions. Reconstruction consisted of construction of a sloping apron with rock armoring to limit head cutting and dissipation of hydraulic energy. Work was required to conform to Corps of Engineers requirements.

Flood Levee Replacement, Reclamation District 1606, Kings River, San Joaquin, California, Project Manager – Mr. Ehlers was responsible for developing solutions to repair a failed levee and 60-inch inverted siphon. Scouring downstream of the control weir (500 feet in length) threatened the integrity of the structure. The project included the preparation of alternatives, production of plans and specifications, and the overseeing of construction. Work had to be in compliance with federal permitting requirements.

James Weir, James Irrigation District, Kings River, California, Principal-in-Charge – This project consisted of conducting a feasibility study, and design and construction management of a new weir on the Fresno Slough By-Pass with a capacity of 2,000 cfs.

United States Bureau of Reclamation, Central Arizona Project, Phoenix, Arizona, Design Engineer, 1984-1987, Design Engineer – Mr. Ehlers performed a hydraulic analysis and prepared designs for spillway modifications to Stewart Mountain Dam and Theodore Roosevelt Dam on the Salt River. Other responsibilities included design and construction activities for Reach 3 of the Tucson Aqueduct.

Owen E. Kubit

PE, PG, CHG, CFM

Principal Water Resources Engineer

Education

- ✓ M.S. Geology, California State University, Fresno
- ✓ M.S. Civil Engineering (Water Resources), University of Iowa
- ✓ B.S. Civil Engineering, Colorado School of Mines, Golden

Registration/Certifications

- ✓ Civil Engineer, California #66552
- ✓ Professional Geologist, California #9373
- ✓ Certified Hydrogeologist #1041
- ✓ Certified Floodplain Manager, US-13-07187

Affiliations

- ✓ United States Committee on Irrigation and Drainage
- ✓ Association of State Floodplain Managers

Areas of Expertise

- ✓ Dam Rehabilitation
- ✓ Surface Water Hydrology
- ✓ Groundwater Hydrology
- ✓ Water Resources Planning & Management
- ✓ Floodplain Management
- ✓ Grant Writing

Professional Summary

Owen Kubit is a principal water resources engineer at Provost & Pritchard with 25 years of experience in the planning, design, construction, and management of various water resources projects. He has an interdisciplinary background with experience and professional licenses in both civil engineering and geology. Mr. Kubit has extensive knowledge in the fields of dam inspection and rehabilitation, surface water hydrology, water balance analysis and water resources planning.

Relevant Experience

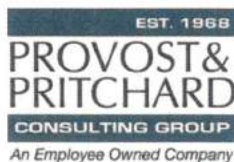
South San Joaquin Irrigation District, Woodward Dam Spillway Study, San Joaquin County, CA, Project Engineer – Mr. Kubit was responsible for evaluating several hydrologic scenarios for Woodward Dam, a 65-foot high earth dam used to store water for urban and agricultural uses. The analyses supported the design of a new spillway required by the California Division of Safety of Dams. Responsibilities included a review of state requirements for dams, and performing reservoir simulations for storms ranging from the 35,000-year storm event to the 100 million-year storm event.

Berrenda Mesa Dam Emergency Action Plan, Berrenda Mesa Water District, Kern County, CA, Project Engineer – Mr. Kubit was responsible for preparing an Emergency Action Plan for a regulation reservoir that has multiple failure modes. The Emergency Action Plan includes flood inundation maps, detailed dam information, procedures for identifying and responding to emergency situations, response flowcharts, detailed contact information, and various forms. (on-going)

Irrigation Reservoir, Confidential Client, Monterey County, California, Project Manager – Project Manager for a conceptual study to design a 350 AF off-channel reservoir for an irrigated pasture. Special considerations included project aesthetics since the reservoir was located in the coastal viewshed. Also researched permitting, environmental documentation and grant funding opportunities (on-going).

Apex Ranch Dam Improvements, Kings County Water District, Kings County, California, Project Engineer – Mr. Kubit assisted with conceptual designs for repairs to five small earth dams used to impound and recharge water in an abandoned river channel. Design features included catwalks, intakes, outlet pipes, filling eroded sections, and relocation and reconstruction of one breached dam. (2011)

Simoni Dam Repairs, James V. Simoni, Santa Clara County, California, Project Engineer – Mr. Kubit was responsible for the inspection of a 45-foot high earthfill dam. He performed design services for a new trench drain, spillway riprap protection, and burrowing animal control. Mr. Kubit was successful in gaining approval for the design and construction from the California Division of Safety of Dams and Natural Resources Conservation Service, who funded part of the work. (2008)



Irrigation Dam 2011-2 Emergency Action Plan, City of Bakersfield, California, Project Manager – Mr. Kubit was project manager for preparing an Emergency Action Plan for a nine-cell high-hazard earth dam at the City of Bakersfield wastewater treatment plant. The Emergency Action Plan includes flood inundation maps, procedures for identifying and responding to emergency situations, response flowcharts, detailed contact information, and various forms. (2015-2016)

Upper Wilcox Dam Rehabilitation, CBS Development, Coarsegold, California, Project Engineer – This project consisted of monitoring the rehabilitation of a 50-foot high earth fill dam to be in compliance with Department of Safety of Dam requirements. Mr. Kubit performed general construction management, reviewed submittals, and monitored construction of the toe drain and earth fill buttress. (2003-2004)

Off-Channel Reservoir Studies, Dudley Ridge Water District, California, Project Engineer – Mr. Kubit performed water availability studies, preliminary design, and cost estimates for two off-channel earth dams. As part of this project, he also performed spillway flood studies using HEC-HMS. (2002-2003)

Siiru Dam Rehabilitation, United States Embassy, Ghana, Project Engineer – This project consisted of monitoring the reconstruction of a breached earthfill dam, rehabilitation of spillways and construction of toe drain. Mr. Kubit also educated the local community in principles of dam inspection and maintenance.

Dry Creek Flood Control Improvement Project, Fresno Metropolitan Flood Control District, Fresno County, California, Project Engineer – Mr. Kubit estimated potential flood damage from a piping failure at Big Dry Creek Dam, a 45-foot high homogenous earthfill dam. Damage estimates were provided for residential homes, apartments, commercial buildings, industrial buildings, critical facilities such as fire and police stations, and damage to the dam embankment. He also identified other non-monetized impacts from a dam failure, performed a benefit cost analysis for installing a toe drain to reduce the risk of dam failure, and assessed flood damage reduction from installing three new stormwater basins in the district. (2012-2013)

Stony River Dam Investigation, Interstate Commission on the Potomac River Basin, West Virginia, Project Engineer – This project consisted of conducting a study that evaluated the needs, costs and benefits for three municipal water agencies to acquire a hollow buttress water supply dam. This study also evaluated the benefits to the water supply system and alternatives for rehabilitation, replacement, and decommissioning.

Middle Branch Dam Rehabilitation, City of New York, New York, Civil Engineer – This project included the rehabilitation of an earthfill dam. Mr. Kubit aided in hydraulic analyses and design of a roller compacted concrete/fuse-plug spillway, seepage collection system, flood retaining wall and access roads, and oversaw permitting efforts.

Wolverine Power Spillway Expansion Study, Wolverine Power Company, Michigan, Project Engineer – Mr. Kubit provided design engineering services for a spillway expansion feasibility study for six dams on the Tittabawassee River in Michigan. Work included examination of roller compacted concrete, grassed overlay, fuse plug and ogee expansion alternatives. Recommendations on the selected alternative and cost estimates were prepared. (1995)

Hydrologic Analysis, Liberty Groves, LLC, Fresno County, California, Project Manager – Mr. Kubit performed a hydrologic analysis of three streams using HEC-HMS to determine 200-year flood peaks in a proposed residential development. Work also included a review of past hydrologic studies, and recommendations to improve the accuracy of peak flow estimates. In addition, he performed a field review of local streams and recommended channel improvements to convey design storms. (2010)

Hydrologic Analysis at Gateway Village Development, Castle and Cooke, Inc., Madera, California, Project Engineer – This project consisted of performing a hydrologic analysis of Root Creek watershed using HEC-HMS to evaluate the impact of a 2,400-acre development on total runoff, peak flow rates, and flood inundation

boundaries. Mr. Kubit was responsible for the preliminary design of a parkway flood channel and the assessment and partial restoration of a small creek.

White Fox Creek Hydrologic Analysis, JPI, Inc., Fresno County, California, Project Manager – Mr. Kubit performed a hydrologic analysis of an intermittent stream using HEC-HMS. This included estimating peak flows for the 100-year storm in support of a FEMA Letter of Map Revision. (2011)

Hydropower Expansion Study, Orange Cove Irrigation District, Orange Cove, California, Project Engineer – Mr. Kubit assisted with conducting a study that evaluated the potential for expanding a small hydropower plant located at Friant Dam. Mr. Kubit also oversaw preparation of a draft Federal Energy Regulatory Commission application for a 2 MW power plant expansion. (2002-2006)

EXHIBIT "B"
STANDARD FEE SCHEDULE
Attached

2022 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2022.

Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range
Engineering Staff	
Assistant Engineer	\$97.00 – \$125.00
Associate Engineer	\$115.00 – \$147.00
Senior Engineer	\$153.00 – \$184.00
Principal Engineer	\$195.00 – \$235.00
Associate Structural Engineer	\$120.00 – \$146.00
Senior Structural Engineer	\$150.00 – \$170.00
Principal Structural Engineer	\$180.00 – \$230.00
Specialists	
Associate Biologist	\$95.00 – \$115.00
Assistant Environmental Specialist	\$90.00 – \$120.00
Associate Environmental Specialist	\$126.00 – \$155.00
Senior Environmental Specialist	\$155.00 – \$185.00
Principal Environmental Specialist	\$195.00 – \$235.00
Assistant GIS Specialist	\$75.00 – \$93.00
Associate GIS Specialist	\$100.00 – \$127.00
Senior GIS Specialist	\$135.00 – \$170.00
Assistant Geologist/Hydrogeologist	\$95.00 – \$113.00
Associate Geologist/Hydrogeologist	\$120.00 – \$150.00
Senior Geologist/Hydrogeologist	\$150.00 – \$180.00
Principal Geologist/Hydrogeologist	\$195.00 – \$235.00
Associate Water Resources Specialist	\$105.00 – \$130.00
Senior Water Resources Specialist	\$135.00 – \$160.00
Environmental & Roof Specialist	\$120.00 – \$200.00
External Affairs Specialist	\$98.00 – \$128.00
Principal Tunneling Consultant	\$235.00 – \$255.00
Planning Staff	
Assistant Planner/CEQA-NEPA Specialist	\$85.00 – \$105.00
Associate Planner/CEQA-NEPA Specialist	\$110.00 – \$133.00
Senior Planner/CEQA-NEPA Specialist	\$140.00 – \$168.00
Principal Planner/CEQA-NEPA Specialist	\$173.00 – \$196.00
Technical Staff	
Assistant Technician	\$75.00 – \$97.00
Associate Technician	\$102.00 – \$125.00

Staff Type	Fee Range
Senior Technician	\$130.00 – \$150.00
Construction Services Staff	
Associate Construction Manager	\$120.00 – \$140.00
Senior Construction Manager	\$145.00 – \$167.00
Principal Construction Manager	\$180.00 – \$210.00
Construction Inspector ⁽¹⁾	\$152.00 – \$177.00
Construction Inspector ⁽²⁾	\$187.00 – \$218.00
Support Staff	
Administrative Assistant	\$70.00 – \$90.00
Project Administrator	\$80.00 – \$105.00
Senior Project Administrator	\$115.00 – \$200.00
Intern	\$65.00 – \$80.00
Surveying Services Staff	
Assistant Surveyor	\$95.00 – \$115.00
Licensed Surveyor	\$145.00 – \$175.00
1-Man Survey Crew	\$175.00/\$200.00 ⁽¹⁾
2-Man Survey Crew	\$245.00/\$285.00 ⁽¹⁾
2-Man Survey Crew including LS	\$280.00/\$295.00 ⁽¹⁾
UAV (Drone) Services	\$210.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small>	
<small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>	

Additional Fees

Expert Witness / GIS Training: As quoted.

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

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

"CONSULTANT"

By: _____ Dated: _____

Name: _____

Title: _____

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Jeff Shields

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

RECOMMENDED ACTION: Authorize Interim General Manager to execute agreement

BACKGROUND AND/OR HISTORY:

PG&E has relied on Tri-Dam generation historically to serve local needs during scheduled or emergency outages for short durations (1-10 days). Jarom had worked with PG&E and SVP to put together a Letter Agreement that serves all parties needs. I received the attached "final" Letter Agreement and confirmed with SVP that they are okay with the language. Generally, Tri-Dam will receive financial benefit in the form of cost recovery as well as benefits of receiving power at our facilities in the local area during an outage. SVP will receive lost revenue in the form of market-based prices for energy not available to them during an Islanding event.

I have reviewed this agreement and discussed it with PG&E and SVP. I recommend the Board approve this agreement.

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



Martin Wyspianski
Vice President, Electric Engineering, Asset & Regulatory
300 Lakeside Drive
Oakland, CA 94612
Phone: 415.265.2902
Email: martin.wyspianski@pge.com

September 7, 2022

Jeff Shields
Interim General Manager
Tri-Dam Project
31885 Old Strawberry Rd.
Strawberry, CA 95375

Dear Mr. Shields,

Pacific Gas and Electric Company ("PG&E") and the Tri-Dam Project ("Tri-Dam") are entering into this Letter Agreement on October ____, 2022 ("Agreement"). PG&E and Tri-Dam, sometimes referred to individually as a "Party" or referred to collectively as the "Parties", agree to the terms and conditions set forth below to facilitate the separation of certain PG&E load from the California Independent System Operator Corporation ("CAISO") operated electrical grid ("Grid") during 2022-2023 to complete replacement of PG&E poles, switches, and structures on the transmission system.

1. PG&E, Tri-Dam, and the CAISO shall cooperate to coordinate the switching arrangement required to isolate the Islanding Area, as agreed upon by the Parties and CAISO, by opening the required switch consistent with Good Utility Practice so that no power is transferred from the CAISO Grid to the Islanding Area.
2. This Letter Agreement shall be in effect from October 1, 2022 to December 31, 2023, or any other hours and dates agreed to by the Parties' respective operating representatives. The ("Islanding Period") shall be defined as the period during which the PG&E load is separated from the CAISO Controlled Grid to support PG&E maintenance activities, and Donnell's or other Tri-Dam facilities supply power to such load. At all times during the Islanding Period, Tri-Dam's Donnell's Power Plant and PG&E load in the Islanding Area will operate as an island such that any connection to the CAISO Grid is open and the Donnell's Power Plant is the sole supplier of electric energy and capacity to the islanding area.
3. Tri-Dam's Beardsley Power Plant will be made available to support the Islanding Area when loading permits its use. Because there are minimum flow requirements on Beardsley, PG&E will use Beardsley in combination with Donnell's when possible. Any generation from Beardsley during the Islanding Period will be totaled with load served by Donnell's Power Plant. In conditions during the Islanding Period that don't support both generators, Donnell's will be used, and Tri-Dam will be compensated for the minimum flows required through Beardsley at a rate of \$185/hr of islanding due to the loss of generation at Beardsley in a dry year with flow requirements of 50 cfs.

- a. PG&E agrees to pay Tri-Dam hourly for generation of power during the Islanding Period as follows:
 - i. Generation provided will be paid hourly based upon the hourly resource specific Locational Marginal Price (LMP).
 - ii. For the hours during the Islanding Period the Locational Marginal Price (LMP) of each resource is less than \$80/MWh, then the calculation will be \$96/MWh multiplied by the actual MWh of generation sold to PG&E during the islanding events.
 - iii. For the hours during the Islanding Period that the Locational Marginal Price (LMP) of each resource is greater than \$80/MWh and less than \$1,000/MWh, then the calculation will be \$96/MWh plus the positive difference of the LMP minus \$80/MWh multiplied by the actual MWh of generation sold to PG&E.
 - iv. For the hours during the Islanding Period that the Locational Marginal Price (LMP) of each resource is greater than \$1,000/MWh, then the calculation will be \$1,000/MWh multiplied by the actual MWh of generation sold to PG&E.
 - v. Any Islanding Period longer than two (2) days, 10% will be added to the LMP.
- b. \$110/hour for one employee to staff the Donnells Power Plant during the requested outage time as submitted and approved by the CAISO prior to the outage start with two hours added on each end of the outage time to account for the need for a Tri-Dam employee to be there before and after the outage to perform start/stop actions.
- c. A one-time charge of \$2,500 to recover the costs associated with doing relay protection setting changes required for the islanding.

Tri-Dam to issue the invoice for the power generated and used to serve PG&E load during the Islanding Period with supporting documentation for PG&E's review and payment.

Please return one fully executed original of this Agreement to me.

Sincerely,

Martin Wyspianski

Vice President, Electric Engineering, Asset & Regulatory

Accepted and Agreed to on Behalf of an Authorized Representative of Tri-Dam Project:

Name: (Printed): _____

Title: _____

Date: _____

BOARD AGENDA REPORT

Date: 9/15/22
Staff: Jeff Shields
Chris Tuggle

SUBJECT: Re-roof Donnells Powerhouse and Cottage

RECOMMENDED ACTION: Approve an amendment to the budget to include the reroofing of both the Donnells Powerhouse and the Cottage, also at the Powerhouse, and authorize the General Manager to solicit competitive bids and award to the lowest qualifying bidder.

BACKGROUND AND/OR HISTORY:

The Donnells Powerhouse and Cottage reroofing was originally approved by the Board in the 2022 Budget. Water is leaking into both the powerhouse and the cottage during rain and snow events and leaks are endangering the generator and the power equipment. The cabin which houses an employee in the event we have a communication failure and has also been used by contractors doing work on the powerhouse has leaks that will continue to damage the interior. It makes sense to have a roofing company repair both facilities while at the location. I would like to have the work done prior to this winter.

Attached is a single bid that is valid to October 5th. If the Board approves the budget amendment, you have the ability to authorize the General Manager to solicit competitive bids and award the job to the lowest responsible bidder.

FISCAL IMPACT: \$136,410.00

ATTACHMENTS: Quote provided by Summit Roofing Services.

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



August 2, 2022

Mr. Daniel Hogue
Tri-Dam Project / Tri-Dam Power Authority
P.O. Box 1158
Pinecrest, Ca 95364

RE: Donnells Power House

Dear Mr. Hogue,

We are pleased to present this proposal to you for the installation of a new Sarnafil 60-Mil FB Single Ply Roof System at the referenced location.

The total cost of all labor, materials, equipment, insurance and supervision is as follows in the scope of work,

Roof areas, Main Power House and The Cottage

1. Prepare the existing roof system to accept the new Sarnafil Single Ply Roof System, remove the debris from the site and as non-asbestos containing roofing materials.
2. On the power house roof areas; starting at the low points of the roof install the single ply roof membrane in shingle fashion over lapping each sheet and set into an application of Sarnacol OM Feltback Membrane Adhesive. Hot air weld each sheet together in the head and end laps.
3. On the cottage roof; install a cover board and the single ply membrane mechanically attached over the existing shingle roof.
4. Install one layer of flashing membrane on all parapet walls, vertical curbs and roof to wall curbs. Set the flashing membrane into bonding adhesive and terminate the top of the flashing membrane with a termination bar and sealant
5. On all perimeter edges install clad metal edge and seal the roof flange with a stripping membrane hot air welded to the field membrane.
6. At all parapet walls over the flashing membrane install 22-gauge sheet metal lock strip and a 4" face Sarnaclad metal edging mechanically. Install a 6-inch stripping membrane to seal the metal flange of the metal to the flashing membrane.
7. Install new boot flashings at all roof projections.
8. Install membrane flashing sheets at all roof drains.
9. Provide a contractor's 5-year and Sarnafil's 20-year warranty system warranty.

Roof Replacement Cost, \$136,410.00

Unit Cost

- a. Labor: \$132.00 per man per hour
- b. Materials: Cost plus 25%
- c. Truck and Equipment Fee: \$285.00 per day
- d. Walk Way Mats: \$47.50 per lineal foot

Please feel free to contact me if you have any questions or if we can be of further service to you.

Sincerely,

Tom Asbury

Tom Asbury
President

**** Due to the volatile raw products, asphalt, metal markets, wood, general building products, manufacturing and supply trail this proposal is subject to change after October 5, 2022.**

INTERIM GENERAL MANAGER BOARD REPORT

Jeff Shields

September 15, 2022

1. I am meeting today (Sept. 9th) at Tulloch Reservoir Dam with Charlie Evans, President of Cal Crush to inspect the sunken barge that we have to remove when the reservoir is lowered to inspect the gates. The barge was purchased as part of a legal settlement for \$1 in 2017 and moved to Tri-Dam property on south shore by the dam. When the reservoir was refilled following the last gate inspection, the barge took on water and was submerged. Today it rests approximately 20 feet below the 506 ft. elevation. FERC has required we remove the 50' X 36' X 4' (100 ton) barge.
2. The representative that is managing the GM recruitment at Ralph Anderson & Associates has been at a conference and unavailable for an update. I need to get the agenda packet completed and mailed this morning so I will have a full status report for the Board at the meeting.
3. Z Global continues the initiative to bid the Power Purchase Agreement. Together we have established a list of approximately 95 entities to solicit their interest. I am providing an early draft of the bid terms and we can discuss those at the Board meeting. Please realize these terms are being discussed internally and will change in the next week. Some of Z Global's numbers are not correct and some of the terms are still not settled.
4. TuCARE's Annual Natural Resources Tour is scheduled for Thursday, October 6th. They asked that I meet a group of about 50 local agency, business and political officials to initiate their day at 8:30 AM at Tulloch Dam. Tri-Dam is a member of TuCARE and any Board member or staff that want to attend is certainly welcome. I do not plan to attend the entire day but will speak to them at Tulloch and provide a tour.
5. I am attaching the 2022/2023 Tulloch Reservoir Draw Down schedule we received yesterday from the Bureau. I mentioned earlier that I am meeting this afternoon with Cal Crush to look at options for removing the sunken barge. I do not believe we will be able to get this done when the lake is at the 498' level but Cal Crush may have some suggestions to get that done.
6. Susan and I met with the USFS at Pinecrest and were able to expedite the closure permit necessary to repair the Mill Creek Bridge. That closure is approved from September 6th - 23rd. Chris will update the Board on the status of the repairs at the meeting.

September 6, 2022

Request for Bids for Products Produced by Tri-Dam Hydroelectric Resources

TriDam is soliciting offers for standard term sale contracts for buyers of products from TriDam’s hydroelectric powerhouses as shown below.

- 1. Donnells Powerhouse 72 MW
- 2. Beardsley Powerhouse 9.99 MW
- 3. Sand Bar Powerhouse 16.2 MW
- 4. Tulloch Powerhouse 30.6 MW
 - a. Unit 1 11.7 MW
 - b. Unit 2 11.7 MW
 - c. Unit 3 7.2 MW

Combined capacity of the four powerhouses is 128.79 MW, all of which are located in northern California. The products for solicitation include the following:

Powerhouse	Bundled Energy	PCC1 Renewable Energy Credits	Resource Adequacy	Ancillary Services – Spin	Ancillary Services – Non-spin	Ancillary Services - Regulation
Donnells	Yes	No	Yes	Yes	Yes	Yes
Beardsley	Yes	Yes	Yes	Yes	Yes	No
Sand Bar	Yes	Yes	Yes	Yes	Yes	No
Tulloch	Yes	Yes	Yes	Yes	Yes	Yes

NOTE - I included Ancillary Services as a product but guessed at what the units were certified for. We can discuss, as you mentioned in your email last week that the units were getting beat up with all the changes to output level. So, we may not want to include ancillary services.

To be discussed

Tri-Dam is considering offers for stand-alone or bundled products for terms varying from 3 years to 5-years.

If your organization intends to submit a response to this RFB, please submit the spreadsheet accompanying the RFB (Bid Sheet). Your response in the form of a completed Bid Sheet must be received by ZGlobal on behalf of Tri-Dam via email at rfpresponse@zglobal.biz by Friday, October 7, 2022, 5:00 PM Pacific Prevailing Time.

If you have any questions concerning this RFB, please submit via email to rfpresponse@zglobal.biz by Friday, September 23, 2022. Responses will be posted at _____.

Sincerely,

Jeff Shields
General Manager

Tri-Dam
Request for Bids (“RFB”)
Sale of Renewable Energy Portfolio Content Category 1 and Capacity
From Hydroelectric Project Powerhouses
September 6, 2022

RFB Responses are to be received no later than
October 7, 2022 at 5:00 PM Pacific Time

Delivered to:
Email: rfpresponse@zglobal.biz

1 Background

Tri-Dam Project is a partnership between the Oakdale Irrigation District and the South San Joaquin Irrigation District. Together they developed, operate and maintain the Donnells, Beardsley and Tulloch projects including the dams, tunnels, penstocks, powerhouses, communications systems, and general offices. These facilities are located on the Middle Fork of the Stanislaus River in Tuolumne County, California.

The “Upper Works” include Donnells and Beardsley dams, reservoirs, powerhouses and associated facilities. The “Lower Works” refer to the Tulloch development below Jamestown reaching into both Calaveras and Tuolumne Counties.

Tri-Dam Project is governed by a joint board of directors composed of the five member boards of the two Districts. The day-to-day activities of Tri-Dam Project and Tri-Dam Power Authority are managed by a General Manager who reports to the board.

2 Powerhouses

The 4 powerhouses have a combined capacity rating of 128.79 MW. Products from each of the powerhouses is summarized in the table below.

Powerhouse	Bundled Energy	PCC1 Renewable Energy Credits	Resource Adequacy	Ancillary Services – Spin	Ancillary Services – Non-spin	Ancillary Services - Regulation
Donnells	Yes	No	Yes	Yes	Yes	Yes
Beardsley	Yes	Yes	Yes	Yes	Yes	No

Sand Bar	Yes	Yes	Yes	Yes	Yes	No
Tulloch	Yes	Yes	Yes	Yes	Yes	Yes

Table 1 – Powerhouse Products

NOTE – Same comment as on the Cover Letter.

To be discussed

The four powerhouses are located on the Middle Fork of the Stanislaus River as shown below¹

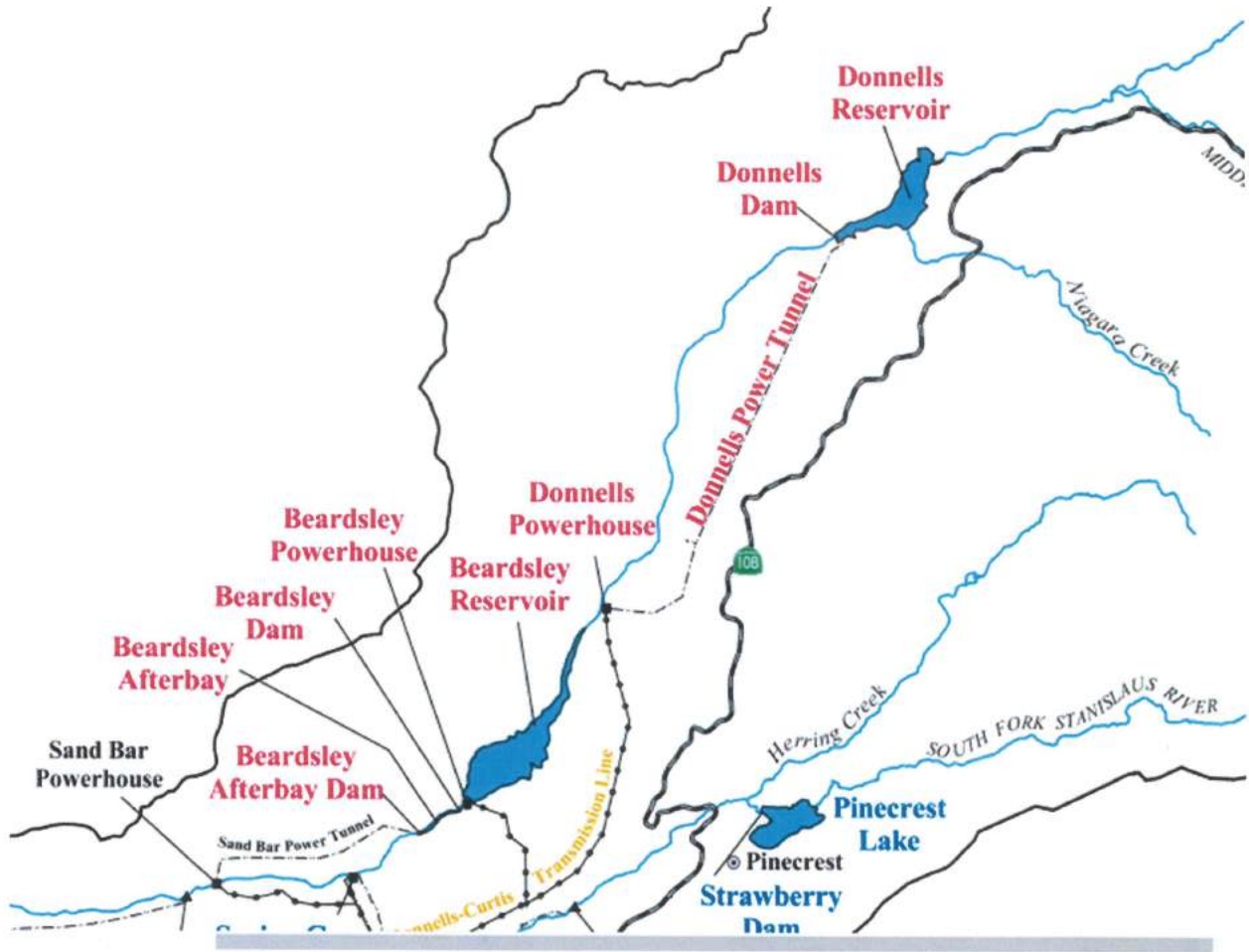


Figure 1 – Upper Works Donnell's and Beardsley

¹ Diagram is from TriDam at [Tri-Dam vicinity map of project.pdf \(tridamproject.com\)](http://tridamproject.com)

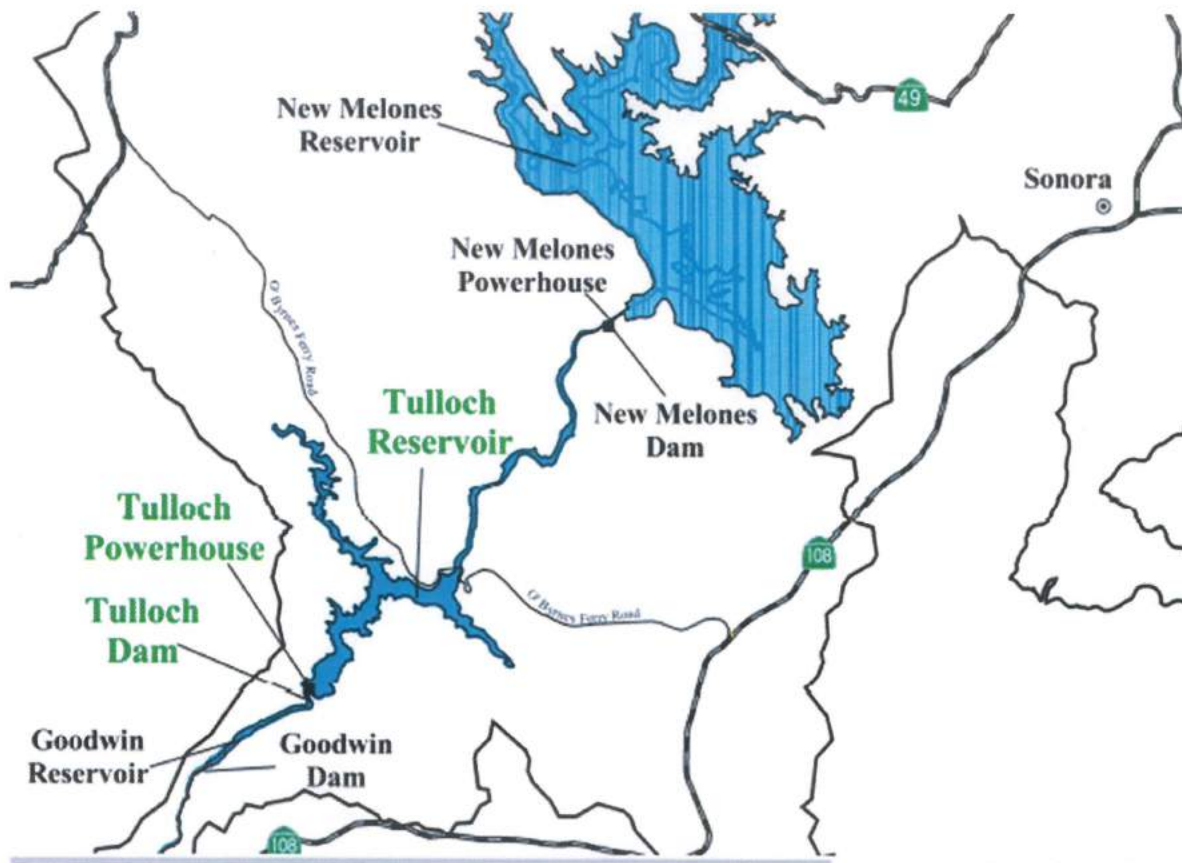


Figure 2 – Lower Works Tulloch

PROFILE - MIDDLE FORK STANISLAUS RIVER

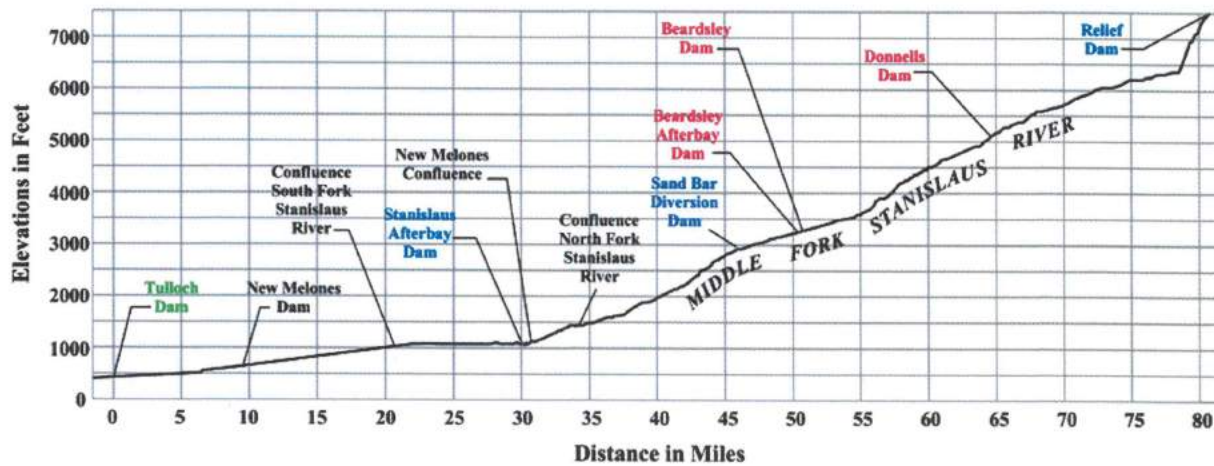


Figure 3 – Elevation Profile

The diagrams and table below summarize the characteristics of the powerhouses and watershed.

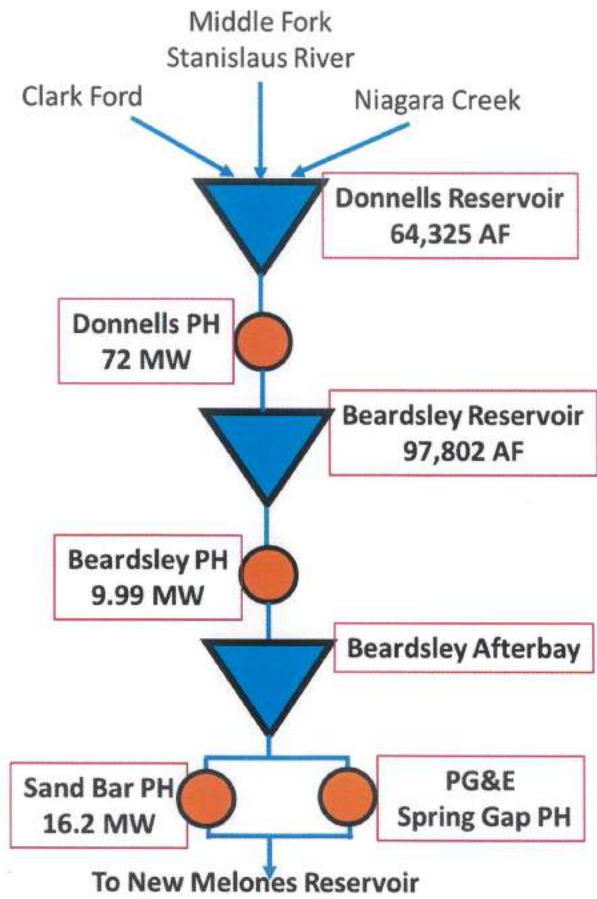


Figure 4 – Upper Works Schematic Diagram

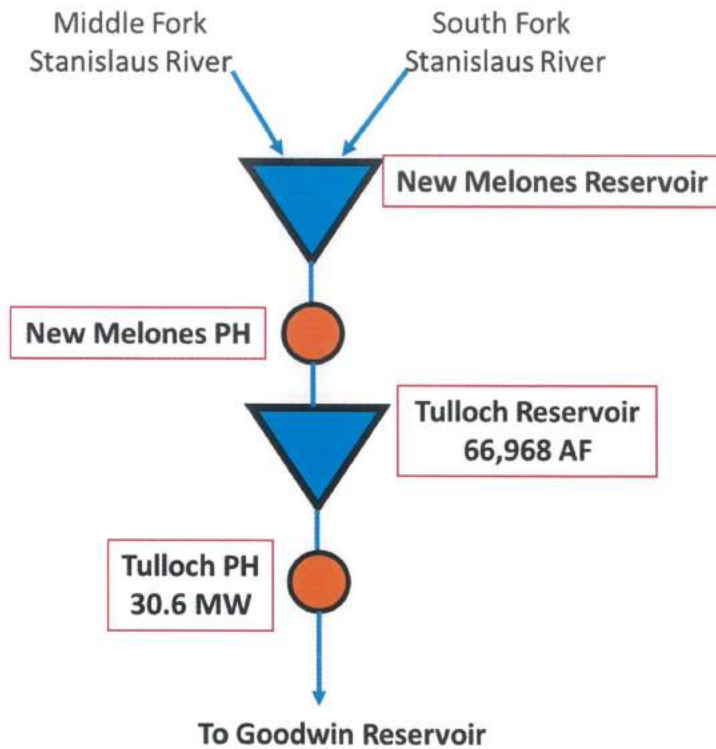


Figure 5 – Lower Works Schematic Diagram

RES_ID	CAPACITY (MW)	RES_NAME	PNODE
BEARDS_7_UNIT 1	9.99	Beardsley Hydro	BEARDSLY_7_B1
DONNLS_7_UNIT	72.00	Donnells Hydro	DONNELLS_7_B1
SNDBAR_7_UNIT 1	16.20	SANDBAR	SANDBAR_7_B1
TULLCK_7_UNIT 1	11.70	TULLOCH Unit 1	TULLOCH_7_B1
TULLCK_7_UNIT 2	11.70	TULLOCH Unit 2	TULLOCH_7_B4
TULLCK_7_UNIT 3	7.20	TULLOCH HYDRO AGGREGATE	TULLOCH_7_B2

Table 2 – Powerhouse Capacity and Pnodes

Resource ID	Local Area	Generator Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
BEARDS_7_UNIT 1	Stockton	Beardsley Hydro	4.06	2.74	2.4	7.74	9.08	9.14	9.18	6.76	3.16	2.56	0.8	5.1
DONNLS_7_UNIT	Stockton	Donnells Hydro	65.95	66.32	67.86	65.21	70.1	72	72	72	72	70.02	67.92	66.81
SANDBAR_7_UNIT 1	Stockton	SANDBAR	7.87	4.54	6.52	11.89	12.15	11.75	12.25	11.56	6.36	1.55	3.72	8.66
TULLCK_7_UNITS	Stockton	Tulloch Hydro	5.75	11.91	13.97	19.87	23.12	22.92	18.34	17.86	13.85	10.43	3.57	5.73

Table 3 – Powerhouse Resource Adequacy Capacity for 2022

Powerhouse	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Donnells	162,035	199,371	301,738	128,885	433,447	329,482	143,129	134,645	207,855	205,195
Beardsley	21,026	0	0	53,193	83,860	63,361	18,742	15,166	34,568	33,699
Sand Bar	33,807	44,448	107,575	73,939	126,135	95,011	28,329	20,034	54,772	55,855
Tulloch	113,836	118,566	144,985	112,188	139,574	85,312	69,293	91,457	107,520	113,893
Total	330,704	362,385	554,298	368,205	783,016	573,166	259,493	261,302	404,715	408,642

Table 4 – Powerhouse Annual Energy Production 2012-2021

The powerhouses are interconnected through Pacific Gas and Electric Company’s transmission system. Renewable Energy Credits (RECs) are tracked and transferred via the Western Renewable Energy Generation Information System (WREGIS). Resource Adequacy supply plan containing powerhouse information is submitted to the CAISO via its CIRA interface prior to the RA showing month.

3 Term

Tri-Dam is seeking a 3-5-year term.

4 Products – Unit Contingent

1. Energy bundled with Portfolio Content Category 1 (PCC1) Renewable Energy Credits (RECs) for Beardsley, Sand Bar and Tulloch powerhouses
2. Non-renewable energy for Donnells Powerhouse
3. Capacity (RA) for all 4 powerhouses
4. Ancillary services for

NOTE – Same comment as on the Cover Letter.

To be discussed

5 Quantity

Energy, RECs and RA capacity are unit contingent based on water availability and CAISO determination of RA capacity.

6 Scheduling, Settlement and REC Transfer

- a) Seller shall be responsible for providing Scheduling Coordinator services.
- b) Invoices and payment will be submitted monthly.
- c) Seller shall transfer the RECs to Buyer’s designated WREGIS account.
- d) Seller shall submit RA Supply Plan consistent with RA timelines.

NOTE – I set this as the Seller is responsible for SC services to give TriDam more control. But we can have the Buyer as SC or make it optional.

To be discussed

7 Contract Price

Prices can be submitted for individual products or bundled as shown below.

1. Fixed price in \$/MWh for bundled product, energy, RA and RECs
2. Fixed price for RA alone in \$/kW-month
3. Index plus price for bundled energy and PCC1 RECs in \$/MWh

By submitting an offer, Buyer's representative acknowledges that he or she is authorized to transact on Buyer's behalf for products specified in this RFB and in the dollar amount submitted to purchase products.

8 Credit Requirements

All transactions are contingent upon the Buyer meeting and maintaining the credit requirements as described below.

- a) Buyer must have a credit rating _____ or higher by Standard and Poor's or _____ or higher by Moody's Investor Services. If a Buyer is not rated, or Buyer's credit is lower than the thresholds listed above, then Buyer must provide security in the form of Letter of Credit or cash in the amount equal 4 months of product value.

NOTE – I don't know what counterparty credit requirements TriDam has.

To be discussed

9 Evaluation Criteria

Responses to this RFB shall be evaluated based on the following:

- Total Revenue and per unit price.
- Buyer's financial position.

10 Timeline

Task	Scheduled Period
1. Issue RFB	September 6-30
2. Document questions and responses	September 6-30
3. Rate and document bidders responses to RFB	October 3-7
4. Determine short list of bidders	October 10-11
5. Notify short list entities	October 14
6. Negotiate terms with short list	October 17-November 18
7. Finalize PPA with winning entity	November 21-December 15

11 Offer Submittal

Please include the following with your response to this RFB.

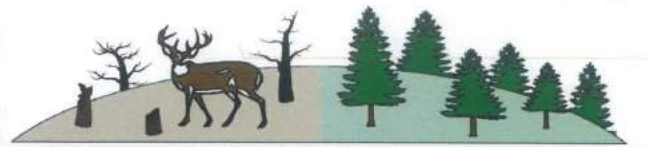
Contact Information

- Name
- Title
- Phone
- Email
- Affirmation that contact is authorized to submit binding offers to this RFB

12 Miscellaneous

- a) TriDam reserves the right to edit or cancel this RFB for any reason.
- b) This RFB shall not be construed as a firm offer to sell product.

TuCARE



Tuolumne County Alliance for Resources and Environment

DRAFT

“Tuolumne County Renewable Resources Tour”

TuCARE’s Annual Natural Resources Tour

Thursday, October 6th, 2022

- 7:45 a.m. Check-in at Mother Lode Fairgrounds
- 8:00 Buses depart from Fairgrounds
- Travel*
- 8:30 – 9:30 **WATER/ENERGY: Tulloch Dam - TRI DAM Project**
Speaker: Jeff Shields, Interim General Manager
- Travel*
- 10:00 – 11:00 **BIOMASS/ENERGY: UltraPower Biomass Facility**
Speaker: Rick Carter, Plant Manager
- Travel*
- 11:30 – 1:15 LUNCH – Gaiser’s Ranch
- LIVESTOCK:** Speakers: Ranchers Sherri Brennan/Dick Gaiser;
PRODUCE: Farms of Tuolumne County, Allen Zimmerly
- Travel*
- 2:00 – 3:00 **MINERALS: Blue Mountain Minerals**
Speaker: John Salkowski, President/CFO
- Travel*
- 3:45 – 4:45 **WOOD PRODUCTS: Sierra Pacific Industries – Standard Bark Plant**
Speaker: Ryan Land, Operations Manager
- Travel*
- 5:00 Drop off at Fairgrounds

THANK YOU FOR ATTENDING OUR TOUR!

Tuolumne County Alliance for Resources & Environment

P. O. Box 1056 Twain Harte, CA 95383 (209) 586-7816 www.tucare.com tucare@mlode.com

Jeff Shields

From: MANZA, PEGGY L <PManza@usbr.gov>
Sent: Thursday, September 8, 2022 10:48 AM
To: Aaron Miller; Amardeep Singh; Amerit Sandhu; Anderson, Craig; ANDERSON, LARRY D; Andrieux, Jessica M; Andy Chu; barbara.byrne; Becker, Amanda H; BOR CVO 650 EMPLOYEES; BOR CVO-400 EMPLOYEES; BOR MPR All Public Affairs Employees MP-140; Brian Belitz; Bryant Giorgi; Callejo, Russell D; Cartier, Emmett EAC; COE Distribution List; Purdy, Colin@Wildlife; Conant, Ernest A; Dan Pope; Yamanaka, Dan@DWR; Davenport, Cynthia A; Domenic Giudice; Duane Johnson; duane.linander@wildlife.ca.gov; DWR Dispatch; DWR OCO_Export_Management; DWR Supply Mgt Section; dwrforecasters; EMAMI, JAY S; Frances Mizuno; G Anderson; Guerrero, Zarela R; Hill, James A CIV USARMY CESPK (US); Hilldale, Robert C; Hunt, Shane D; J Tankersley; J Tapia; Jackson, Zachary; Jessee, Zachary J; Joe Borla; John Leahigh; Johnson, Levi E; Joni Hirabayashi; Jarom Zimmerman; Kabir, Jobaid N; Ryan.Kok; Kundargi, Kenneth@Wildlife; LeBlanc, David E; Lisa Dolling; Loi Tran; Caramanian, Lori L; Mark Bettencourt; Mark Jacobs; Marshall, Spencer R; Martin, Ramon; McQuirk, Jacob; MELAVIC, STEVEN B; Michael Carilli; Michael@Wildlife Sutton; miles.bettencourt@cdcr.ca.gov; Molly White; Mooney, David M; Quinn, Nigel; DWR OCO_Modeling; Perrin, Sarah M; Peter outside contact Rietkerk; Quinn, Nigel W; Reza Shahcheraghi; Rick Fields; River Forecast Center; Wilbur, Ryan; Smith, Lori; WAPA Resources; Stayer, Dave@CDCR; Steve Knell; Strait, Daniel H; Susan Larson; Thom Hardie; Tim Heyne; Tracy Pettit; Operator; tbui@water.ca.gov; Wang, Jun; WASHBURN, THUY T; Wenli Yin; White, Kristin N; Wikert, John; Zach Gardner; Raineri, Nancy or Mike; Paul Autry; Mitchell, Allison B; Holland, Matthew@Waterboards; diane.riddle; Stefani, Rosemary A (Moved); Buttermore, Elissa N; anderson@fishsciences.net
Subject: 2022 Tulloch Lake Fall Drawdown Schedule - CORRECTION

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.

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 inflow during rain events or facility and operational constraints.

**DRAWDOWN SCHEDULE FOR TULLOCH RESERVOIR
2022/2023 OPERATION SCHEDULE**

DATE	ELEVATION RANGE	
	FROM	TO
01 Jun to 19 Sep	506.5	509.5
20 Sep to 26 Sep	505	508
27 Sep to 03 Oct	503.5	507
04 Oct to 10 Oct	502	506
11 Oct to 17 Oct	501	505
18 Oct to 24 Oct	500	504
25 Oct to 31 Oct	499	503
01 Nov to 20 Mar	498	501.6

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT

Chris Tuggle

September 15, 2022

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	47,426	(12,004)
Beardsley	86,163	8,213
Tulloch	64,344	(1,192)
New Melones	640,705	(70,443)

Outages:

Plant	Dates	Duration	Cause
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Operations Report:

New Melones Inflows:

Total inflows for water year 21/22 as of August 30: 569,231 A/F.

District Usage:

Total District usage for the water year 21/22 as of August 30: 416,625 A/F.

Precipitation:

Total precipitation for the month of August was .29 inches.

Other Activities:

- TDP met with PG&E at the Strawberry Office for an Outage Coordination Meeting.
- The Operations Department conducted the External Penstock Inspection for Donnells.
- TDP attended the PG&E monthly water coordination meeting.
- PFMA review with McMillan Jacobs and Dam Safety Engineer Wayne Edwards.
- Operations had a meeting with McMillan Jacobs in regards to our Ten-Year Radial Gate Inspection.
- TDP had safety-training week, which covered CPR, AED, Fire Extinguishers, and the Annual Hearing Test.
- Operators conducted a tour of the Tulloch Dam and Powerhouse.

MAINTENANCE:

Donnell:

1. Equipment in service.

Beardsley:

1. Equipment in service.

Sandbar:

1. Equipment in service.

Tulloch:

1. Equipment in service.

Misc.:

- Ray's Radio was onsite to evaluate our microwave radio equipment.
- Accusonic was onsite to commission the upgraded flow meters.
- Contractors (Sierra Hardwood, Abbey Carpet & McCurley's National Flooring) were onsite to quote new flooring for the General Manager's house.
- Stephens Mechanical was onsite for the Beardsley PRV kick-off meeting.
- Installed and started monitoring the Tulloch Day Use Camera.

BEARDSLEY PRECIPITATION

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	0.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30
2022-23	0.00	0.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.29 Current Year
Average	0.15	0.21	0.70	2.23	4.64	5.98	6.39	6.07	5.64	3.38	1.87	0.62	37.87
2021-22 +/-	(0.15)	0.08	(0.70)	(2.23)	(4.64)	(5.98)	(6.39)	(6.07)	(5.64)	(3.38)	(1.87)	(0.62)	(37.58)

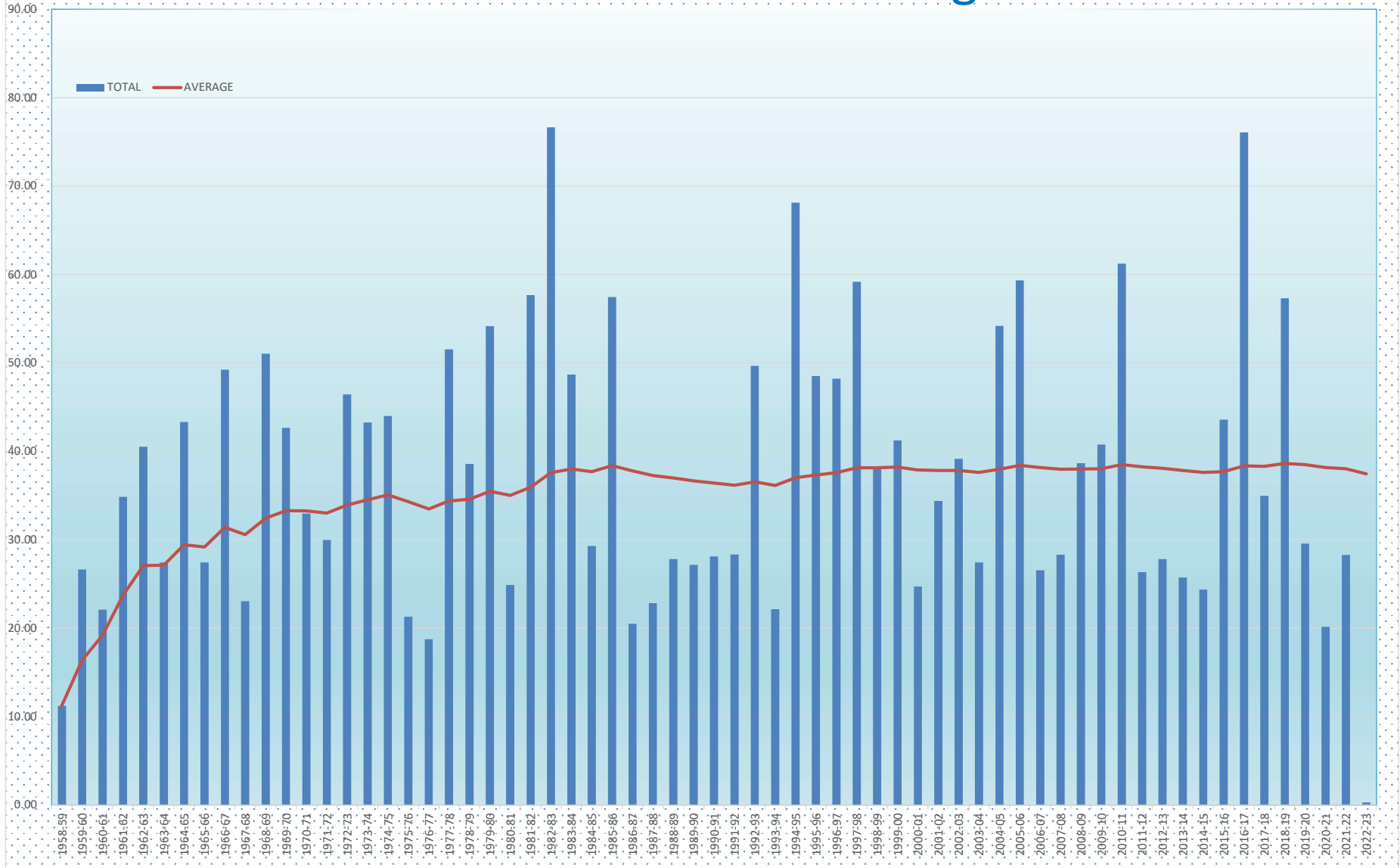
ANNUAL AVERAGE **37.87**

INCHES +/- ANNUAL AVERAGE **(37.58)**

Updated as of 1-Sep-22

PERCENT OF ANNUAL AVERAGE **1%**

Historical Rain VS Average



REGULATORY AFFAIRS BOARD REPORT

Susan Larson

September 15, 2022

FERC Compliance

- Work continues at the Day Use Recreation Site; however, the project is not complete. The contractor is working on scheduling of the “punch list” of correction items provided in late August. The security system is now operational, with one camera while the second has been ordered and will be installed on September 7, 2022. Installation of the offsite water line is not complete, nor have the required County inspections been requested nor performed.
- Hells Half Acre. Given that the cultural resources work is nearing completion, Staff is proceeding to have the final road work design prepared by P&P Engineering (Action Item for today’s Board Meeting).
- Tulloch Spillway Road. Now that the prior matters have been resolved, we are proceeding with the design work needed to begin the repair of the roadway. (Action Item for today’s Board Meeting).
- Annual Cultural Resources Monitoring. Tri-Dam’s FERC licenses for Donnell’s/Beardsley and Tulloch contain requirements for annual monitoring of sites at Beardsley and Tulloch pursuant to the adopted HPMP (Historic Properties Management Plan). PAR Environmental is scheduling and performing those inspections this month and next, to meet license timing requirements.
- Coordination of license requirements for all licenses for inspection provisions within the D2SI (San Francisco Regional Office), and DHAC (Washington DC), to ensure proper coordination of pending requirements for gate inspections, shoreline erosion and other dam safety follow up, including Part 12 D follow up.

Permit and Other Assignments

- Work on permits, site reviews and compliance questions for various properties at Tulloch. Respond to daily inquiries from the public, and coordination with Calaveras and Tuolumne Marine Safety Units. Permits, inspections and file documentation.
- Tulloch compliance matters, as required, using the data compiled during the shoreline audit.
- Working on pending litigation matters, as required.



Tri-Dam Project Generation & Revenue Report 2022

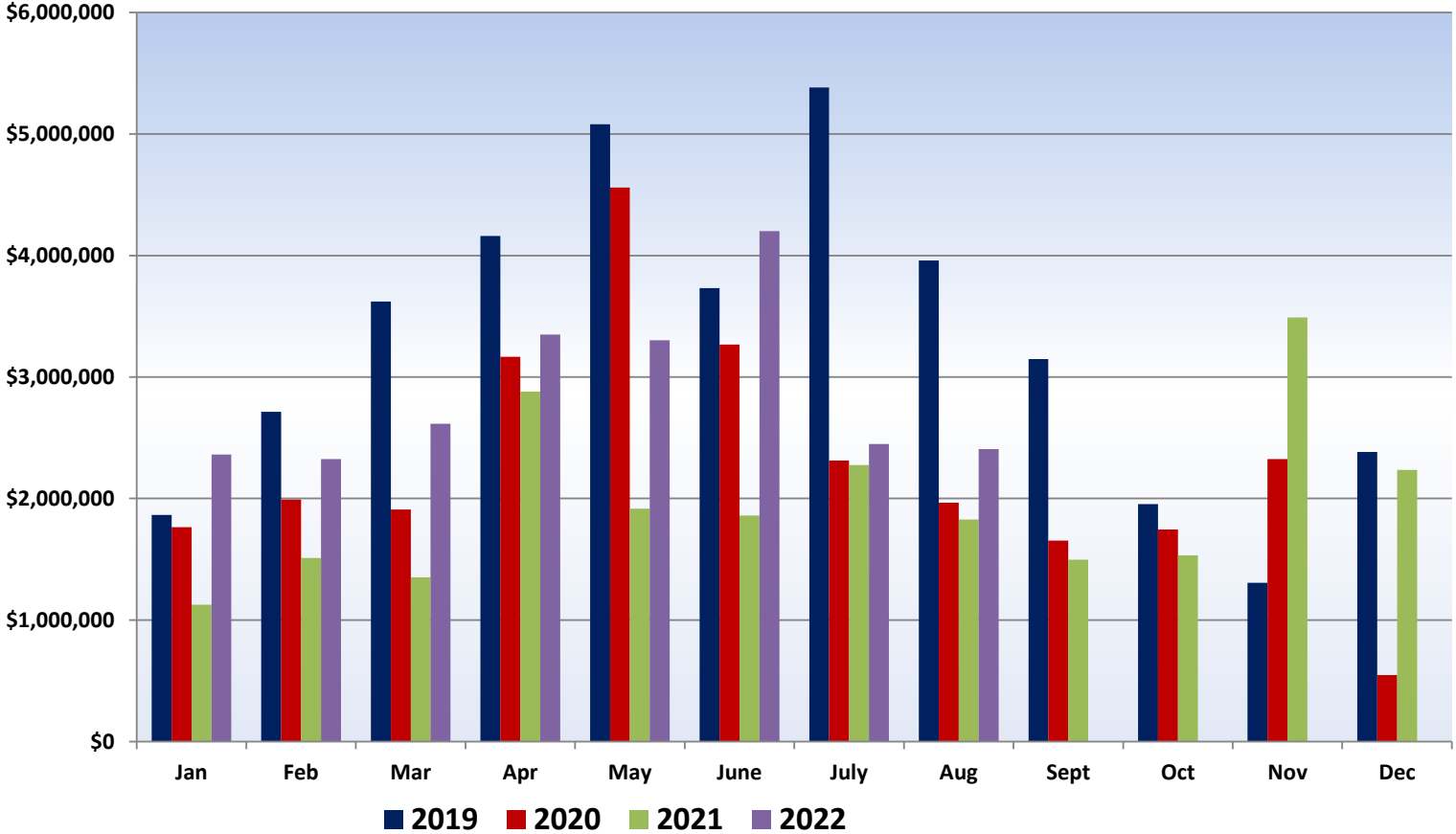
	Donnells				Beardsley				Tulloch				Project Total			
	Average Generation (1958-2018)	2022 Net Generation (kWh)	Avoided Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue
JAN	17,389,989	22,065,962	-	\$1,765,277	3,150,048	6,346,979	\$507,758	4,271,885	1,105,497	\$88,440	24,811,922	29,518,438	\$2,361,475	24,811,922	29,518,438	\$2,361,475
FEB	17,229,608	20,356,500	-	\$1,628,520	2,927,753	4,160,159	\$332,813	5,024,913	4,542,830	\$363,426	25,182,274	29,059,489	\$2,324,759	25,182,274	29,059,489	\$2,324,759
MAR	23,070,659	21,199,698	-	\$1,695,976	3,584,274	712,429	\$56,994	7,580,691	10,794,631	\$863,570	34,235,623	32,706,757	\$2,616,541	34,235,623	32,706,757	\$2,616,541
APR	31,686,865	25,641,336	-	\$2,051,307	4,717,464	6,239,458	\$499,157	10,811,027	9,993,391	\$799,471	47,215,356	41,874,184	\$3,349,935	47,215,356	41,874,184	\$3,349,935
MAY	41,216,149	23,096,110	-	\$1,847,689	5,799,593	3,884,238	\$310,739	12,131,040	14,298,993	\$1,143,919	59,146,782	41,279,340	\$3,302,347	59,146,782	41,279,340	\$3,302,347
JUN	42,555,036	30,939,288	-	\$2,475,143	6,336,073	6,160,441	\$492,835	12,084,818	15,417,779	\$1,233,422	60,975,928	52,517,508	\$4,201,401	60,975,928	52,517,508	\$4,201,401
JUL	36,444,466	12,729,928	-	\$1,018,394	6,629,514	4,981,005	\$398,480	12,609,174	12,915,743	\$1,033,259	55,683,154	30,626,677	\$2,450,134	55,683,154	30,626,677	\$2,450,134
AUG	27,568,740	17,237,748	-	\$1,379,020	6,269,748	1,317,251	\$105,380	11,868,293	11,530,563	\$922,445	45,706,781	30,085,561	\$2,406,845	45,706,781	30,085,561	\$2,406,845
SEP	20,111,167	-	-	\$0	5,223,523	-	\$0	8,577,620	-	\$0	33,912,310	-	\$0	33,912,310	-	\$0
OCT	12,743,535	-	-	\$0	3,752,220	-	\$0	4,664,124	-	\$0	21,159,879	-	\$0	21,159,879	-	\$0
NOV	12,042,987	-	-	\$0	2,794,775	-	\$0	2,487,256	-	\$0	17,325,019	-	\$0	17,325,019	-	\$0
DEC	14,354,891	-	-	\$0	3,713,920	-	\$0	3,288,702	-	\$0	21,357,513	-	\$0	21,357,513	-	\$0
Total	296,414,092	173,266,571	-	\$13,861,326	54,898,907	33,801,958	\$2,704,157	95,399,542	80,599,427	\$6,447,954	446,712,540	287,667,955	\$23,013,436	446,712,540	287,667,955	\$23,013,436

Note: Price per MWh is \$80.00

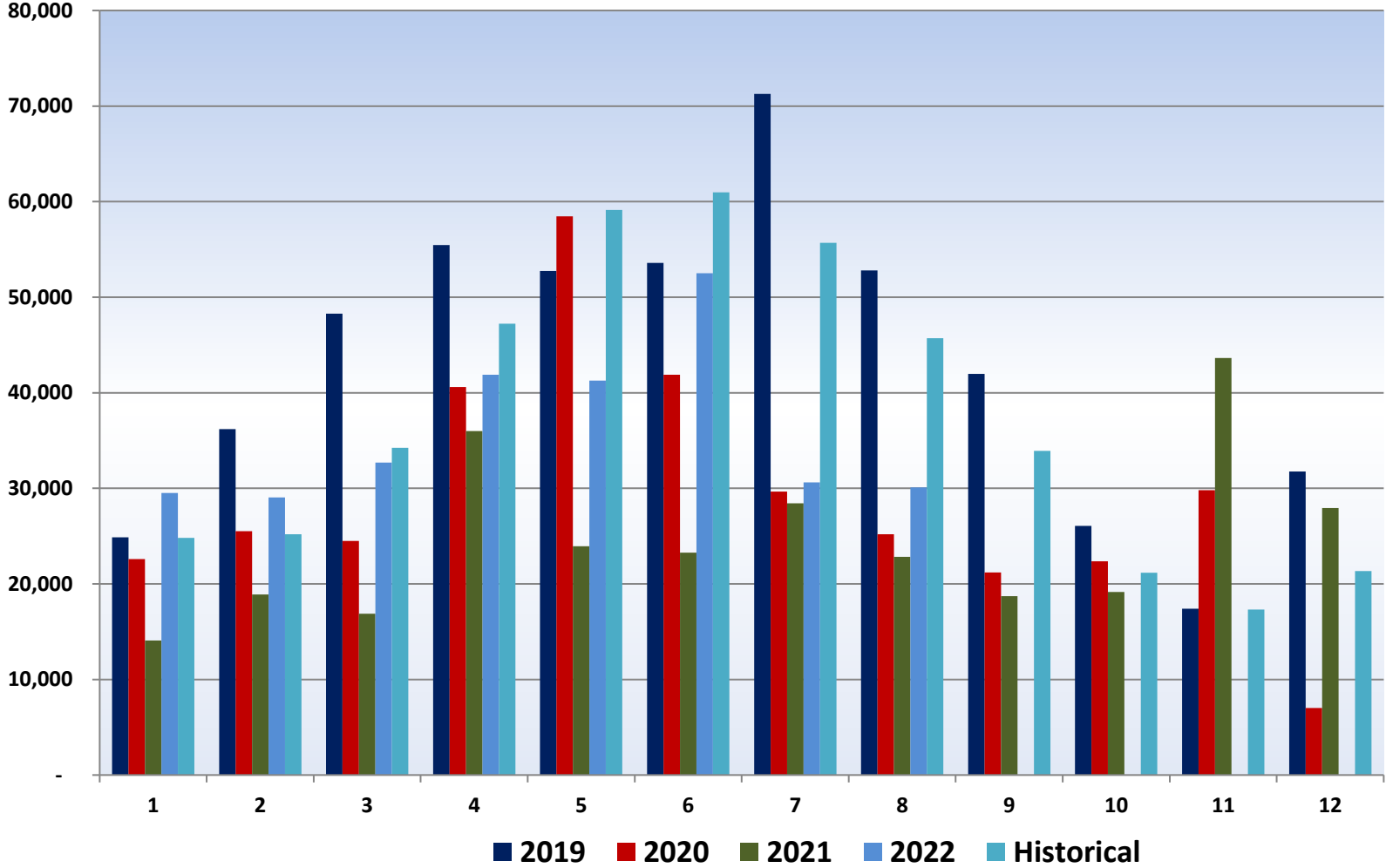
Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,591,430	\$927,314	\$0	\$927,314
FEB	3,946,606	7,422,672	\$593,814	\$0	\$593,814
MAR	5,290,014	-	\$0	\$0	\$0
APR	6,873,822	7,146,240	\$571,699	\$0	\$571,699
MAY	8,065,189	7,151,326	\$572,106	\$0	\$572,106
JUN	8,750,023	8,488,900	\$679,112	\$0	\$679,112
JUL	9,133,101	6,996,309	\$559,705	\$0	\$559,705
AUG	8,560,581	1,083,010	\$86,641	\$0	\$86,641
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	49,879,885	\$3,990,391	\$0	\$3,990,391

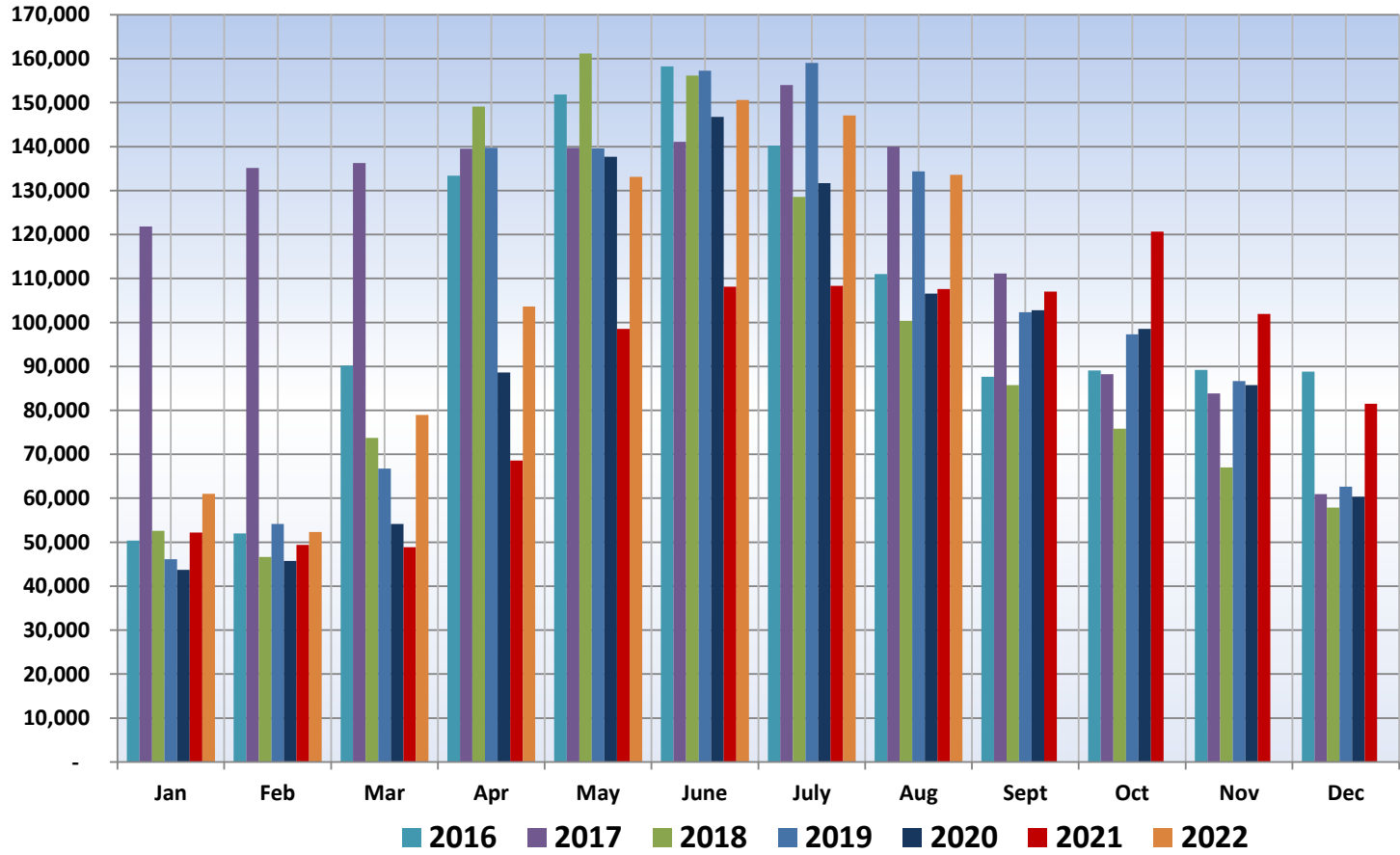
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnell's & Beardsley



WESTERN PRICE SURVEY

[7] Blistering Heat Propels Power Prices, Prompts Alerts and Restrictions

Another system of extreme heat—expected to barbecue much of the western U.S. through the holiday weekend—caused a sharp uptick in demand and a stratospheric spike in most regional energy prices.

Forecasters expect “extreme heat over the Labor Day weekend,” according to the U.S. Energy Information Administration. Average temperatures in Riverside, California, for example, were already 11 degrees above normal by Aug. 30 at 90 degrees Fahrenheit.

The forecast prompted the California Independent System Operator on Aug. 31 to request an emergency proclamation from Gov. Gavin Newsom “to open up more resources,” which he issued.

“Wildfires could threaten or knock out generation and transmission, and a reduction of energy imports could affect power supplies,” the grid operator said.

CAISO demand shot up by 4,850 MW week over week, increasing from 42,032 MW Aug. 23 to 46,882 MW Sept. 1. The grid operator anticipates the Sept. 6 peak to reach 49,058 MW.

Additionally, Southern California Gas Co. issued a natural gas curtailment watch for the SoCalGas and San Diego Gas & Electric service territories starting Aug. 30, in effect until further notice.

Palo Verde daytime power saw the most dramatic climb in pricing for regional hubs between Aug. 25 and Sept. 1, up \$824 to \$925/MWh. Not far behind was California-Oregon Border peak power, which rocketed \$595.75 to \$726.25/MWh. The outlier was Mid-Columbia peak power, which shed \$3.70 to \$109.10/MWh. This was also the lowest regional price for daytime power.

Off-peak power values gained between roughly \$42 and \$87 in trading. COB nighttime power added the most, up \$87.15 to \$162.40/MWh. By Sept. 1, all the hub values were above \$100.

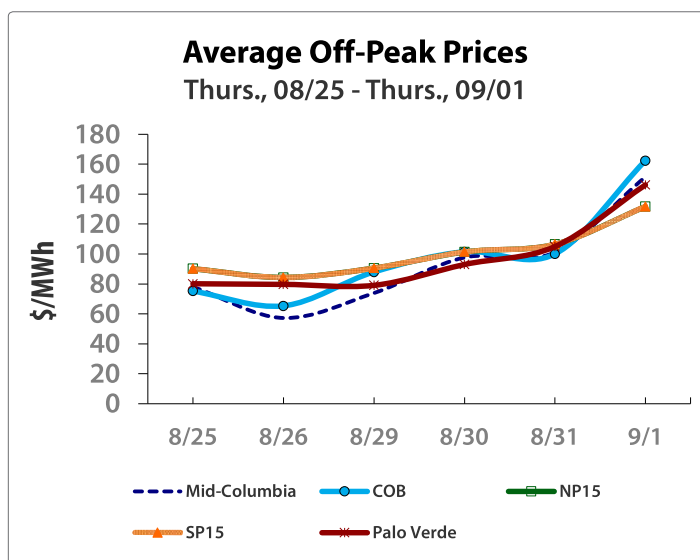
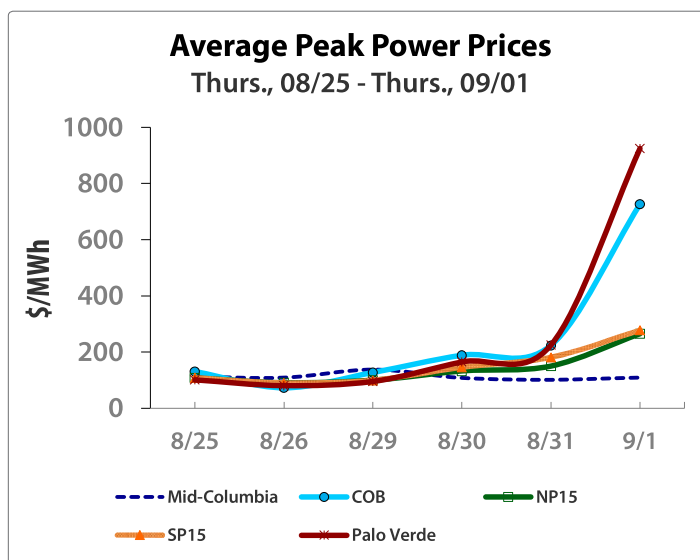
Western natural gas values increased by between 13 cents and as much as \$4.02 over Aug. 25 to Sept. 1 trading. Southern California Border gained the most, up \$4.02 to \$13.63/MMBtu, which was also the highest regional price. Prices for SoCal CityGate and PG&E CityGate were not available, according to Enerfax.

The EIA said natural gas use by the power sector in California increased by 0.7 Bcf per day, or 36 percent, in its Wednesday-to-Wednesday report week.

In August, the average high peak price at Henry Hub was \$9.86/MMBtu, \$5.53 more than in 2021 (see “Price Trends,” next page).

Key Western natural gas hubs gained \$4 to \$5, led by SoCal Border gas, which jumped \$5.11 to \$10.74/MMBtu. PG&E CityGate posted the highest price of the month at \$11.79/MMBtu.

Average Western peak power prices for August generally trended higher compared with the year prior. Palo Verde added the most year over year, up \$93.10 in August to \$225/MWh. Mid-C daytime power proved the exception, falling \$45.10 to \$137.45/MWh. **—Linda Dailey Paulson**



	Thurs. 08/25	Tues. 08/30	Thurs. 09/01
Henry Hub	9.34	0.97	9.25
Sumas	8.50	8.69	9.32
Alberta	N/A	N/A	3.34
Malin	8.49	8.97	9.67
Opal/Kern	8.66	8.78	9.17
Stanfield	8.47	8.73	9.35
PG&E CityGate	10.16	10.26	N/A
SoCal Border	9.61	11.79	13.63
SoCal CityGate	9.95	13.60	N/A
EP-Permian	8.10	7.81	8.23
EP-San Juan	8.65	8.79	8.95

Power/gas prices courtesy Enerfax

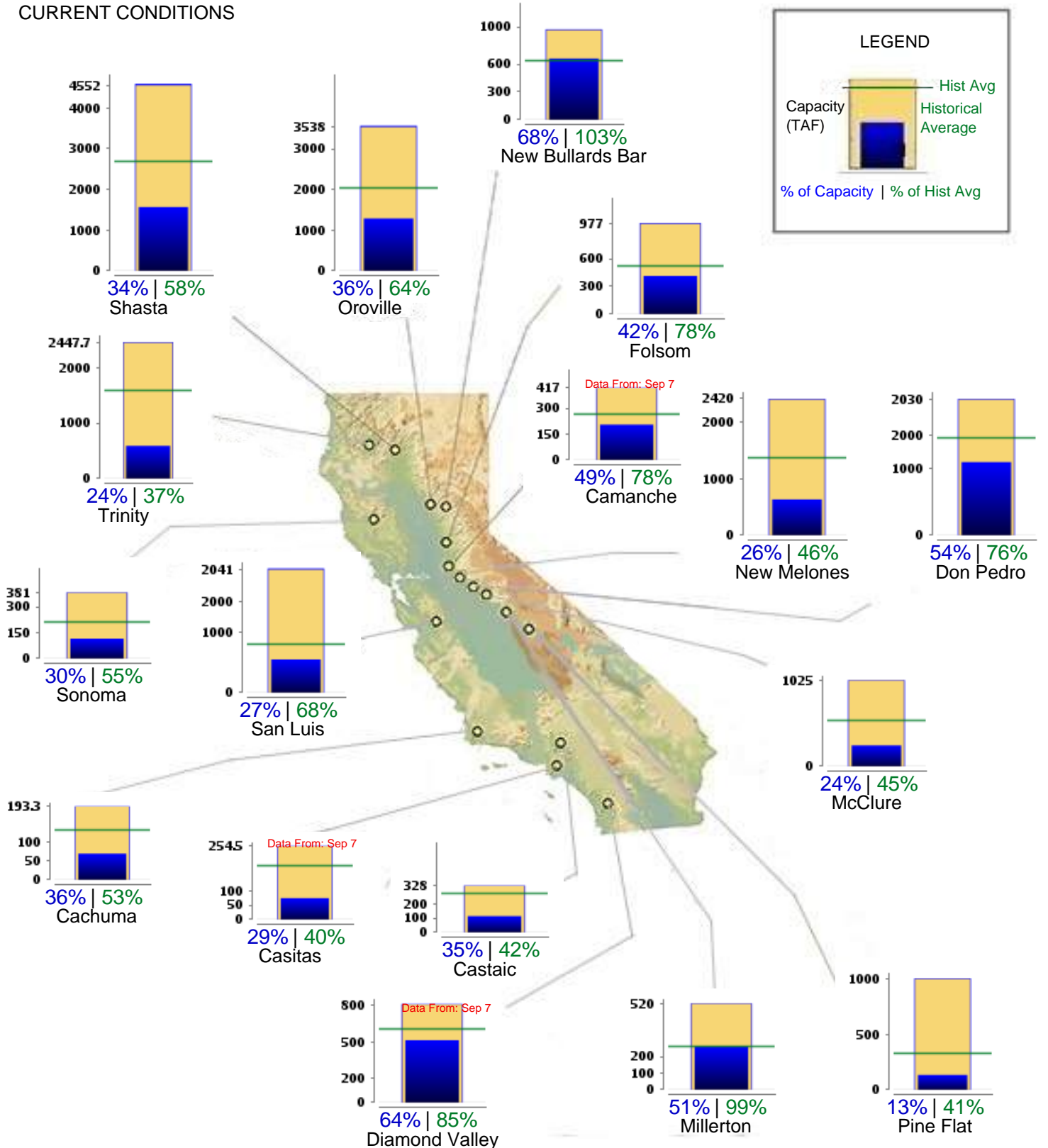


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - September 8, 2022

CURRENT CONDITIONS





September 7, 2022

Tri Dam Project
Peter Reitkerk
Scot Moody
P.O. Box 1158
Pinecrest, CA 95364

Re: July 2022 Invoices

Dear Mr. Reitkerk and Mr. Moody:

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

Lifecycle monitoring

During August we conducted the annual summer *O. mykiss* census (snorkel surveys). Similar surveys are also being conducted elsewhere in the San Joaquin Basin as described in the enclosed field report.

Publications

During August revisions to the manuscript presenting results of predator diet were completed for the paper to be submitted for publication. A manuscript regarding striped bass occupancy patterns is in final editing and will also be submitted for publication shortly thereafter.

Non-Native Investigation/ Predator Study

Analysis of predator catch data continued during *August* and data were compiled into necessary forms for required reporting in compliance with study permits. Applications to renew some permits have been submitted and others are in development in anticipation of the annual renewal period opening soon. The first three chapters of the synthesis report were sent to the technical team for review following the latest technical team meeting August 24. During the technical team meeting NMFS also indicated that they are developing a predator control study plan for the Tuolumne River in response to recent legislation which encourages NMFS “to conduct a predator control pilot program on the Tuolumne River funded by the Modesto Irrigation District, the Turlock Irrigation District, and the San Francisco Public Utilities Commission. In implementing the program, NOAA should work with appropriate State agencies and consider and, as appropriate, adopt the implementation findings from the Stanislaus program.” NMFS expected to reach out to the Tuolumne Districts soon and to share a concept draft during September.s



Budget Summary

2022	<i>Life-cycle Monitoring</i>	<i>Publications</i>	<i>Consulting</i>	<i>Non-natives</i>	TOTAL
<i>Jan</i>	\$ 14,420.93	\$ -	\$ -	\$ 41,998.79	\$ 56,419.72
<i>Feb</i>	\$ 29,685.33	\$ 19,297.50	\$ -	\$ 80,925.68	\$ 129,908.51
<i>Mar</i>	\$ 21,981.66	\$ 4,302.50	\$ -	\$ 86,368.95	\$ 112,653.11
<i>Apr</i>	\$ 22,586.65	\$ 3,945.00	\$ 150.00	\$ 76,074.51	\$ 102,756.16
<i>May</i>	\$ 10,853.61	\$ 2,885.00	\$ -	\$ 61,864.22	\$ 75,602.83
<i>Jun</i>	\$ 4,303.43	\$ 9,870.00	\$ -	\$ 38,622.22	\$ 52,795.65
<i>Jul</i>	\$ 3,905.00	\$ 9,290.00	\$ 450.00	\$ 21,687.04	\$ 35,332.04
<i>Aug</i>	\$ 36,350.64	\$ 13,402.50	\$ -	\$ 34,471.54	\$ 84,224.68
TOTAL	\$144,087.25	\$ 62,992.50	\$ 600.00	\$ 442,012.95	\$ 649,692.70
<i>Estimated 2022</i>	\$150,000.00	\$125,000.00	\$ 25,000.00	\$ 475,000.00	\$ 775,000.00
<i>Remaining</i>	\$ 5,912.75	\$ 62,007.50	\$ 24,400.00	\$ 32,987.05	\$ 125,307.30

Sincerely,

Andrea Fuller

SJB August Field Report

Fall-run Adult Migration Monitoring

The 2022 monitoring season for adult fall-run Chinook is approaching in the San Joaquin Basin. The Stanislaus River weir will be installed the week of September 12 while the Tuolumne River weir installation is planned for late-September.

Summer Snorkel Surveys

Summer snorkel surveys have been conducted on the Stanislaus and Calaveras River and will soon be conducted on the Tuolumne River for an annual census of *O. mykiss* abundance. Snorkel surveys were conducted on the Stanislaus River August 8–18 between Goodwin Dam and Orange Blossom Bridge excluding the canyon reach which will be surveyed the week of September 5. Surveys were conducted on the Calaveras River August 22 - September 2 from New Hogan Dam to Shelton Road. The Tuolumne River will be surveyed in early October after restoration work is completed at Bobcat Flat. Preliminary abundance estimates of all *O. mykiss* should be available in a few weeks following data entry and QC of the data.

San Joaquin River E-fishing

The final electrofishing survey of the season was conducted on August 15-16 in the San Joaquin River, Grant Line Canal, and Old River regions of the South Delta. Only fixed units (ten sites that are repeated every month) were sampled to increase the number of tagged fish in the system and recapture previously tagged fish to improve abundance estimates. Catch during the summer has largely consisted of black bass and sunfishes with an occasional catfish and/or striped bass. During August, a total of 264 fish (208 largemouth bass, eight striped bass, and 17 catfish) were captured during the month, plus 14 recaptures (all largemouth bass).

Based on a desire to collect additional data during low flow conditions in the San Joaquin River, a location for a stream-wide PIT antenna was identified just upstream of the BCID diversion. This antenna will provide re-sight data on tagged fish, which will help refine abundance estimates and provided more clues to striped bass movement patterns. Between August 10 – 20, eight individual fish were detected from four different projects: Native Fish Plan (NFP; Stanislaus River), San Joaquin Predator Study (fykes), Delta E-fishing Study, and San Joaquin River Restoration Program (SJRRP). Two striped bass were detected from the NFP; three channel catfish were detected from the fyke study; two largemouth bass were detected from Delta e-fishing; and two unknown species were detected from the SJRRP. The reader is scheduled to be downloaded again the end of this week.

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 15, 2022**

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**

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC
COMMENT AND PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, SEPTEMBER 15, 2022 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

**INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE
OF EMERGENCY**

(Effective 3/27/2020 – until further notice):

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

*The location of the Tri-Dam meeting will be at the office of the Oakdale Irrigation District, 1205 East F Street, Oakdale and will be open to the public based on a reservation system. Be advised these facilities only have 3 – 4 seats available for public access due to implemented protection measures for the COVID-19 virus.

****Public members who wish to participate, listen to, and provide comment on agenda items can do so 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 nfiez@oakdaleirrigation.com by 4:30 p.m., Wednesday, September 14, 2022.

In addition to the mandatory conditions set forth above, the Tri-Dam Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings.

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) 840-5504, 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, Bob Holmes, Dave Kamper, Glenn Spyksma, Mike Weststeyn
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 – 3

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. Discuss and consider adoption of Resolution TDPA 2022-13 to implement teleconferencing requirements during a proclaimed state of emergency.
2. Approve the regular board meeting minutes of August 25, 2022.
3. Approve the June, July and August statement of obligations.

ACTION CALENDAR

ITEMS 4 - 5

4. Consider approval of the 2021 Audited Financial Statements – Presentation by Fedak & Brown LLP.
5. Review and take possible action to approve the Financial Statements for the six months ending June 30, 2022.

ADJOURNMENT

ITEMS 6 - 7

6. Commissioner Comments.
7. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 9/15/2022

Staff: Mia Brown

SUBJECT: Resolution TDPA 2022-13 to Implement Teleconferencing Requirements during a Proclaimed State of Emergency

RECOMMENDED ACTION: Approve Resolution TDPA 2022-13 proclaiming a local emergency, which authorizes remote teleconference meetings.

BACKGROUND AND/OR HISTORY:

On September 17, 2021 Assembly Bill 361 (AB 361) was signed and took effect on October 1, 2021. AB 361 replaced some provisions of Executive Order N-29-20, which allows local legislative bodies to hold remote teleconference meetings. The resolution will allow the Authority a thirty (30) day period to continue remote meetings, or until conditions improve or the Executive Order is cancelled. A subsequent resolution will need to be passed every thirty days to continue the remote meetings.

FISCAL IMPACT: None

ATTACHMENTS: Resolution TDPA 2022-13

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

**TRI-DAM POWER AUTHORITY
RESOLUTION No. TDPA 2022-13
RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS
DURING A PROCLAIMED STATE OF EMERGENCY**

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the Board of Commissioners of the Tri-Dam Power Authority 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. The Board of Commissioners ("Board") of the Tri-Dam Power Authority ("TDPA") finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency; and
 - b. State or local officials have imposed or recommended measures to promote social distancing.

3. TDPA staff is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
4. That this Resolution shall take effect immediately and shall remain in effect for thirty (30) days thereafter, provided the conditions set forth in Section 2 remain.

PASSED AND ADOPTED by the Board of Commissioners of the Tri-Dam Power Authority this 15th day of September, 2022, by the following vote:

OAKDALE IRRIGATION DISTRICT

AYES:
NOES:
ABSENT:

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

AYES:
NOES:
ABSENT:

TRI-DAM POWER AUTHORITY

Herman Doornenbal, President

Jeff Shields, Interim Secretary

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Dawn Driesen

SUBJECT: Tri-Dam Power Authority August 2022 Minutes

RECOMMENDED ACTION: Review and possible approval of August 25, 2022 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) Holmes (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY
MINUTES OF REGULAR MEETING**

August 25, 2022
Strawberry, California

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

President Doornenbal called the meeting to order at 10:09 a.m.

COMMISSIONERS PRESENT:

OID COMMISSIONERS

BRAD DeBOER
HERMAN DOORNENBAL
ED TOBIAS

SSJID COMMISSIONERS

BOB HOLMES
GLENN SPYKSMA
MIKE WESTSTEYN

Also Present:

Jeff Shields, Interim General Manager, Tri-Dam Project; Scot A. Moody, General Manager, OID; Peter Rietkerk, General Manager, SSJID; Sharon Cisneros, Chief Financial Officer, OID; Sonya Williams, Finance and Administration Manager, SSJID; Mia Brown, General Counsel, SSJID; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project.

PUBLIC COMMENT

None.

CONSENT CALENDAR

ITEM #1 Discussion and possible action to approve the regular board meeting minutes of July 21, 2022.

ITEM #2 Review and Take Possible Action to Adopt Resolution TDPA 2022-10 to implement teleconferencing requirements during a proclaimed state of emergency.

TRI-DAM POWER AUTHORITY
RESOLUTION No. TDPA 2022-10
RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS
DURING A PROCLAIMED STATE OF EMERGENCY

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the Board of Commissioners of the Tri-Dam Power Authority 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. The Board of Commissioners ("Board") of the Tri-Dam Power Authority ("TDPA") finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency; and
 - b. State or local officials have imposed or recommended measures to promote social distancing.
3. TDPA staff is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
4. That this Resolution shall take effect immediately and shall remain in effect for thirty (30) days thereafter, provided the conditions set forth in Section 2 remain.

Director Tobias moved to approve the consent calendar as presented. Director Holmes seconded the motion.

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

ACTION CALENDAR

ITEM #3 Review and Take Possible Action to Adopt Resolution TDPA 2022-11 for Designation of Bank Account Signatories on the Oak Valley Community Bank and the US Bank accounts.

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

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

TRI-DAM POWER AUTHORITY

Oakdale Irrigation District

South San Joaquin Irrigation District

RESOLUTION NO. TDPA 2022-11

DESIGNATION OF BANK ACCOUNTS AND SIGNATORIES

WHEREAS, the Commissioners of said Tri-Dam Power Authority desire that specific persons be authorized to deposit funds in and withdraw funds from said accounts, with the full power to endorse and sign documents required to accomplish such purposes.

NOW THEREFORE, BE IT RESOLVED, that the specific accounts referred to and the persons designated to sign on each of said accounts together with their respective official titles, are as follows:

BANK: Oak Valley Community Bank – Oak Tree Checking - Public

CHECK SIGNATORIES:

Peter M. Rietkerk, General Manager, South San Joaquin Irrigation District
Scot A. Moody, General Manager, Oakdale Irrigation District
Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District
Sonya Williams, Finance and Administration Manager, South San Joaquin Irrigation District
Jeffrey K. Shields, Interim General Manager, Tri-Dam Project

BE IT FURTHER RESOLVED, that two signatures from the “CHECK SIGNATORIES” listed above are required on checks.

ITEM #4 Review and Take Possible Action to Adopt Resolution TDPA 2022-12 for Designation of Bank Account Signatories on the California Local Agency Investment Fund (LAIF) accounts.

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

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

TRI-DAM POWER AUTHORITY
Oakdale Irrigation District
South San Joaquin Irrigation District

RESOLUTION NO. TDPA 2022-12

AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

AGENCY ADDRESS: 31885 Old Strawberry Road AGENCY PHONE NUMBER: 209-965-3996
Strawberry, CA 95375

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Commissioners hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Tri-Dam Project;

NOW THEREFORE, BE IT RESOLVED, that Commissioners authorizes the deposit and withdrawal of the Tri-Dam Projects monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Oakdale Irrigation District, and South San Joaquin Irrigation District officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transaction contemplated hereby.

ITEM #5 Review and Take Possible Action to Approve 2022 Annual FERC Administrative Fees.

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

The motion passes by the following roll call vote:

AYES: Holmes, Spyksma, Weststeyn, DeBoer, Doornenbal, Tobias

NOES: None

ABSTAINING: None

ABSENT: Holbrook, Kamper, Orvis, Santos

ITEM #6 Discussion and update on the Status of the 2021 Audited Financial Report and other Finance Activities.

Jeff Shields gave an update on the status of the 2021 Audited Financial Report.

ITEM #7 COMMISSIONER COMMENTS

None.

ADJOURNMENT

Commissioner Holmes adjourned the meeting at 12:21 p.m.

The next Board of Commissioners meeting will be September 15, 2022 at the office of the Oakdale Irrigation District, Oakdale, California immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST

Jeff Shields, Interim Secretary
Tri-Dam Power Authority

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority Statement of Obligations June, July & August

RECOMMENDED ACTION: Recommend Approval of June, July & August Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the June, July & 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) Holmes (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Obligations

June 1, 2022 to June 30, 2022

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

Period Covered
June 1, 2022 to June 30, 2022

Total Obligations: **4** **checks** **in the amount of** **\$7,025.80**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Robert A. Holmes

Linda Santos

Dave Kamper

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

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

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Herman Doornenbal, President Date

Jeff Shields, Interim Secretary Date

Authority

June Checks by Amount



Check	Vendor No	Vendor	Date	Description	Amount
208270	11389	Paris Kincaid Wasiewski	06/16/2022	Legal Matters	4,460.00
208267	10037	American Public Power Assn.	06/09/2022	Annual Membership Dues	1,071.80
208269	11343	Tim O'Laughlin	06/16/2022		990.00
208268	11327	Ulteig Engineers Inc.	06/09/2022		504.00
Report Total:					\$ 7,025.80

Tri-Dam Power Authority

Statement of Obligations

July 1, 2022 to July 31, 2022

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

Period Covered
July 1, 2022 to July 31, 2022

Total Obligations: **6** **checks** **in the amount of** **\$53,830.89**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Robert A. Holmes

Linda Santos

Dave Kamper

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

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

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Herman Doornenbal, President Date

Jeff Shields, Interim Secretary Date

Authority

July Checks by Amount



Check	Vendor No	Vendor	Date	Description	Amount
208276	11413	Alliant Insurance Services Inc.	07/26/2022	Insurance	48,816.75
208271	11333	Fedak & Brown LLP	07/01/2022	2021 Audit	2,233.00
208272	10319	General Plumbing Supply Co Inc.	07/01/2022	Cooling Water Repair	1,785.45
208274	10439	McMaster-Carr Supply Co.	07/11/2022		544.00
208273	10454	Modesto Steel Co.	07/01/2022		226.69
208275	11343	Tim O'Laughlin, PLC	07/20/2022		225.00

Report Total: \$ 53,830.89

Tri-Dam Power Authority

Statement of Obligations

August 1, 2022 to August 31, 2022

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

**Period Covered
August 1, 2022 to August 31, 2022**

Total Obligations: **7** **checks** **in the amount of** **\$29,143.38**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Robert A. Holmes

Linda Santos

Dave Kamper

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

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

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Herman Doornenbal, President Date

Jeff Shields, Interim Secretary Date

Authority

August Checks by Amount



Check	Vendor No	Vendor	Date	Description	Amount
208282	10289	Federal Energy Reg. Commission	08/25/2022	Annual Land Use Fee	23,582.84
208281	11327	Ulteig Engineers Inc.	08/11/2022	CAISO RIG Recertification	3,086.00
208280	11343	Tim O'Laughlin, PLC	08/11/2022		945.00
208277	11333	Fedak & Brown LLP	08/11/2022		745.00
208278	10319	General Plumbing Supply Co Inc.	08/11/2022		476.73
208279	10439	McMaster-Carr Supply Co.	08/11/2022		281.73
208283	10516	Pacific Gas & Electric Co.	08/25/2022		26.08

Report Total: \$ 29,143.38

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Fiscal Year 2021 Audited Financial Statements

RECOMMENDED ACTION: Recommend Approval of Fiscal Year 2021 Audited Financial Statements

BACKGROUND AND/OR HISTORY:

Annually, the Tri-Dam Power Authority Financial Statements are audited by an independent, outside accounting firm. For Fiscal Year 2021, the accounting firm Fedak & Brown, LLP performed the audit for both Tri-Dam Project and Tri-Dam Power Authority.

A draft of the Financial Statements will be distributed separately.

FISCAL IMPACT: N/A

ATTACHMENTS: Tri-Dam Power Authority Fiscal Year 2021 Draft Audited Financial Statements

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

BOARD AGENDA REPORT

Date: 9/15/2022
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Financial Statements for the Six Months ending June 30, 2022

RECOMMENDED ACTION: Review and take possible action to approve the Financial Statements for the Six Months ending June 30, 2022

BACKGROUND AND/OR HISTORY:

As of the financial statement date of June 30, 2022, the Tri-Dam Power Authority (TDPA) cash assets increased by nearly \$3M over the prior year primarily due to an increase in power sales of \$2.5M compared to June 2021.

TDPA has realized 77% of its Year to date budgeted revenues for 2022, and only utilized 37% of its budgeted operating expenses.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Monthly Financial Report (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) Holmes (Yes/No) Kamper (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Net Position

June 30, 2022 and 2021

(unaudited)

	<u>June 30, 2022</u>	<u>June 30, 2021</u>
Assets		
Cash	\$ 5,250,955	\$ 2,253,292
Accounts Receivable	679,112	274,302
Prepaid Expenses	-	3,839
Inventory	5,424	5,424
Capital Assets	45,275,608	45,375,609
Accumulated Depreciation	(22,729,125)	(22,331,915)
Intangible Assets	-	-
Other Assets	627	-
Total Assets	<u><u>28,482,601</u></u>	<u><u>25,580,551</u></u>
Liabilities		
Accounts Payable	3,342	-
Due to Tri-Dam Project	233,004	201,988
Long-Term Liabilities	-	-
Total Liabilities	<u><u>236,346</u></u>	<u><u>201,988</u></u>
Net Position		
Net Position - Beginning of Year	26,363,000	27,642,989
Distributions	(800,000)	(2,505,000)
YTD Net Revenues	<u>2,683,255</u>	<u>240,574</u>
Total Net Position	<u><u>28,246,255</u></u>	<u><u>25,378,563</u></u>
Total Liabilities and Net Position	<u><u>\$ 28,482,601</u></u>	<u><u>\$ 25,580,551</u></u>



Tri-Dam Power Authority
Statement of Revenues and Expenses
 Period Ending June 30, 2022 (unaudited)

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %	2022 Budget
1 Operating Revenues								
2 Power Sales	\$ 2,171,813	\$ 3,344,045	\$ 1,172,232	54.0%	\$ 834,780	\$ 2,509,265	300.6%	\$ 4,343,626
3 Other Revenue	-	-	-	-	-	-	-	-
4 Total Operating Revenues	<u>2,171,813</u>	<u>3,344,045</u>	<u>1,172,232</u>	<u>54.0%</u>	<u>834,780</u>	<u>2,509,265</u>	<u>301%</u>	<u>4,343,626</u>
5								
6 Operating Expenses								
7 Salaries and Wages	178,525	134,956	(43,569)	-24.4%	131,930	3,026	2.3%	357,049
8 Benefits and Overhead	119,185	53,081	(66,104)	-55.5%	59,584	(6,503)	-10.9%	238,370
9 Operations	11,165	1,709	(9,456)	-84.7%	3,867	(2,158)	-55.8%	22,330
10 Maintenance	59,750	5,434	(54,316)	-90.9%	14,296	(8,862)	-62.0%	119,500
11 General & Administrative	169,556	130,028	(39,528)	-23.3%	142,723	(12,695)	-8.9%	339,112
12 Depreciation & Amortization	246,099	248,760	2,661	1.1%	244,875	3,885	1.6%	492,198
13 Total Operating Expenses	<u>784,280</u>	<u>573,968</u>	<u>(210,312)</u>	<u>-26.8%</u>	<u>597,275</u>	<u>(23,307)</u>	<u>-3.9%</u>	<u>1,568,559</u>
14								
15 Net Income From Operations	1,387,534	2,770,077	1,382,544	99.6%	237,505	2,532,572	1066.3%	2,775,067
16								
17 Nonoperating Revenues (Expenses)								
18 Investment Earnings	5,000	136	(4,864)	-97.3%	3,068	(2,932)	-95.6%	10,000
19 Interest Expense	-	-	-	-	-	-	0.0%	-
22 Total Nonoperating Revenues (Expenses)	<u>5,000</u>	<u>136</u>	<u>(4,864)</u>	<u>-97.3%</u>	<u>3,068</u>	<u>(2,932)</u>	<u>-95.6%</u>	<u>10,000</u>
23								
24 Net Revenues	<u>\$ 1,392,534</u>	<u>\$ 2,770,213</u>	<u>\$ 1,377,679</u>	<u>98.9%</u>	<u>\$ 240,573</u>	<u>\$ 2,529,640</u>	<u>1051.5%</u>	<u>\$ 2,785,067</u>
25								
26								
27 Memo:								
28 Capital Expenditures	<u>\$ 228,000</u>	<u>\$ 86,959</u>	<u>\$ (141,041)</u>					<u>\$ 456,000</u>



Tri-Dam Power Authority
Statement of Revenues and Expenses
 Period Ending June 30, 2022 (unaudited)

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year MTD Actual	Prior Year MTD Var	Prior Year Variance %	2022 Budget
1 Operating Revenues								
2 Power Sales	\$ 361,969	\$ 679,112	\$ 317,143	87.6%	\$ 101,948	\$ 577,164	566.1%	\$ 4,343,626
3 Other Operating Revenue	-	-	-	-	-	-	-	-
4 Total Operating Revenues	<u>361,969</u>	<u>679,112</u>	<u>317,143</u>	<u>87.6%</u>	<u>101,948</u>	<u>577,164</u>	<u>566.1%</u>	<u>4,343,626</u>
5								
6 Operating Expenses								
7 Salaries and Wages	29,754	21,725	(8,029)	-27.0%	18,347	3,378	18.4%	357,049
8 Benefits and Overhead	19,864	8,421	(11,443)	-57.6%	7,428	993	13.4%	238,370
9 Operations	1,861	-	(1,861)	-100.0%	884	(884)	-100.0%	22,330
10 Maintenance	9,958	(10,402)	(20,360)	-204.5%	236	(10,638)	-4507.6%	119,500
11 General & Administrative	28,259	15,806	(12,453)	-44.1%	35,552	(19,746)	-55.5%	339,112
12 Depreciation & Amortization	41,017	40,786	(231)	-0.6%	40,812	(26)	-0.1%	492,198
13 Total Operating Expenses	<u>130,713</u>	<u>76,336</u>	<u>(54,377)</u>	<u>-41.6%</u>	<u>103,259</u>	<u>(26,923)</u>	<u>-26.1%</u>	<u>1,568,559</u>
14								
15 Net Income From Operations	231,256	602,776	371,520	160.7%	(1,311)	604,087	-46063.6%	2,775,067
16								
17 Nonoperating Revenues (Expenses)								
18 Investment Earnings	833	17	(816)	-98.0%	390	(373)	-95.6%	10,000
19 Interest Expense	-	-	-	-	-	-	0.0%	-
22 Total Nonoperating Revenues (Expenses)	<u>833</u>	<u>17</u>	<u>(816)</u>	<u>-98.0%</u>	<u>390</u>	<u>(373)</u>	<u>-95.6%</u>	<u>10,000</u>
23								
24 Net Revenues	<u>\$ 232,089</u>	<u>\$ 602,793</u>	<u>\$ 370,704</u>	<u>159.7%</u>	<u>\$ (921)</u>	<u>\$ 603,714</u>	<u>-65520.0%</u>	<u>\$ 2,785,067</u>
25								
26								
27 Memo:								
28 Capital Expenditures	<u>\$ 38,000</u>	<u>\$ -</u>	<u>\$ (38,000)</u>					<u>\$ 456,000</u>



Tri-Dam Power Authority Cash Flow 2022

Month	Power Sales	Other Receipts	Cash Payments	Distributions	Monthly Net Cash Flow	YTD Net Cash Flow
Jan	\$ 893,736	\$ 29	\$ 8,162	\$ 800,000	\$ 85,603	\$ 85,603
Feb	927,314	21	13,697	-	913,638	999,241
Mar	593,814	14	5,198	-	588,630	1,587,870
Apr	-	4	94,475	-	(94,471)	1,493,400
May	571,699	51	20,069	-	551,680	2,045,080
June	572,106	35,811	7,026		600,891	2,645,971
July					-	2,645,971
Aug					-	2,645,971
Sept					-	2,645,971
Oct					-	2,645,971
Nov					-	2,645,971
Dec					-	2,645,971
Total	\$ 3,558,669	\$ 35,929	\$ 148,627	\$ 800,000	\$ 2,645,971	

Budget \$ 6,048,956 \$ 20,000 \$ 1,519,363

Budget	
\$ -	Debt Payments (P&I)
1,063,363	O&M Payments
456,000	Capital Payments
\$ 1,519,363	