



**AGENDA MATERIALS**  
**TRI-DAM PROJECT**



**TRI-DAM POWER**  
**AUTHORITY**



**BOARD MEETING**

**June 15, 2023**

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**REGULAR BOARD MEETING  
AGENDA  
TRI-DAM PROJECT  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
JUNE 15, 2023  
9:00 A.M.**

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

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A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)) ON MONDAY, JUNE 12, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)).

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

Members of the public may also submit public comments in advance by e-mailing [dbarney@ssjid.com](mailto:dbarney@ssjid.com) by 4:30 p.m., Wednesday, June 14, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

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

**PUBLIC COMMENT**

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**CONSENT CALENDAR**

**ITEMS 1 - 2**

1. Approve the regular board meeting minutes of May 17, 2023.

2. Approve the May statement of obligations.
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## **ACTION CALENDAR**

## **ITEMS 3 - 15**

3. Discussion and possible action to approve 2022 Audited Financial Statements – Presentation by C.J. Brown & Company.
  4. Discussion and possible action to approve selected 2023/2024 insurance policies – Presentation by Alliant Insurance Services.
  5. Discussion and possible action to approve the 2023 unrepresented employee cost of living adjustment.
  6. Discussion and possible action to authorize the General Manager to obtain a design consultant to scope the remodel of the Sonora office space.
  7. Discussion and possible action to approve the FERC annual headwater benefit assessment.
  8. Discussion and possible action to authorize the General Manager to sign the Power of Attorney and approve the disposal of surplus property and consider adoption of Resolution TDP 2023-05 Surplus Property.
  9. Consider adoption of Resolution TDP 2023-06 Surplus Property
  10. Discussion and possible action to approve the purchase of log booms for Donnell's and approve a capital budget increase.
  11. Discussion and possible action to approve WECC/NERC Compliance Audit – Rocky Mountain Power Service, Inc.
  12. Discussion and possible action to approve Tulloch generator and exciter testing – Rocky Mountain Power Service, Inc.
  13. Discussion and possible action to approve a Capital Project to Install a CyberLock Security System and approve the purchase of additional CyberLocks.
  14. Discussion and possible action to approve the purchase of five (5) truck replacements.
  15. Consider adoption of Resolution TDP 2023-07 authorizing the General Manager to execute all necessary documents related to the acquisition of the property at 14800 & 14830 Mono Way, Sonora, CA (APN # 043-110-026 & 043-110-032) *This item will be taken after closed session.*
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## **COMMUNICATIONS**

## **ITEMS 16 - 19**

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

**CLOSED SESSION**

**ITEM 20**

20. 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. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*  
County of Sacramento Superior Court

Case No. JCCP 5013

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

- c. PUBLIC EMPLOYMENT  
Government Code sec. 54957(b)  
1. Unrepresented Employees

- d. REAL PROPERTY NEGOTIATIONS  
Government Code § 54956.8  
Property: 043-110-026 and 043-110-032  
Agency Negotiator: General Manager  
Negotiating Parties: Billie Jean Tichenor Trust  
Under Negotiation: Price and Terms

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**ADJOURNMENT**

**ITEM 21**

21. Adjourn to the next regularly scheduled meeting

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Genna Modrell

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

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

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**BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

**FISCAL IMPACT:** None

**ATTACHMENTS:** May 17, 2023 Minutes

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**Board Motion:**

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

**VOTE:**

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

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

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

May 17, 2023  
Oakdale, 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 Oakdale Irrigation District in Oakdale, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

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

**OID DIRECTORS**

**SSJID DIRECTORS**

***DIRECTORS PRESENT:***

ED TOBIAS  
BRAD DeBOER  
TOM ORVIS  
HERMAN DOORNENBAL  
LINDA SANTOS

JOHN HOLBROOK  
MIKE WESTSTEYN  
GLENN SPYKSMA  
DAVID ROOS  
DAVID KAMPER

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Vera Whittenburg, Finance Manager, Tri-Dam Project; Mia Brown, Counsel, SSJID; Tim O'Laughlin, Counsel; Scott Lewis, Provost & Pritchard; Kim Tarantino, Provost & Pritchard

**PUBLIC COMMENT**

No public comment.

*President Orvis announced that item 12 has been removed from the action calendar.*

**CONSENT CALENDAR**

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

**ITEM #2 Approve the April statement of obligations.**

Director Spyksma moved to approve items one and two as presented. Director Doornenbal seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

## **ACTION CALENDAR**

### **ITEM #3 Discussion and possible action to authorize the General Manager to sign a Professional Services Agreement with Provost & Pritchard for Design, Engineering Services, Hydraulic Modeling and Technical Support Services (Phase 2 through 6) for Tulloch Spillway Road Project, including authorization of a budget amendment.**

Scott Lewis, Provost & Pritchard, along with Susan Larson provided a presentation including the project history for new Directors, explained what types of testing will be conducted and Scott and Susan responded to Director questions.

Director Spyksma moved to approve phases 2 through 6 for \$351,500 and the budget amendment of \$172,165.29 as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

### **ITEM #4 Discussion and possible action to authorize the Board Presidents and General Manager to sign the Notice of Completion for the Tulloch Day Use Project.**

Susan Larson presented the Notice of Completion and advised that a temporary certificate of occupancy had already been issued.

Director Doornenbal moved to approve as presented and include the final certificate from the county. Director Weststeyn seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

### **ITEM #5 Discussion and possible action to set the date for the ribbon cutting ceremony for the Tulloch Day Use Area.**

Susan Larson suggested the ribbon cutting coincide with the Strawberry meeting date.

Director Kamper moved to hold the ribbon cutting concurrent with the Strawberry meeting and not to exceed \$750. Director Doornenbal seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

### **ITEM #6 Discussion and possible action to designate the date of one Tri-Dam Project regular meeting in Strawberry.**

President Orvis asked if there was a preference. After a brief discussion, Director Weststeyn moved to hold the Strawberry meeting on July 20, 2023. Director Santos seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #7 Discussion and possible action to adopt Resolution TDP 2023-04 Designation of Bank Signatories on the California Local Agency Investment Fund (LAIF) accounts.**

Summer Nicotero presented Resolution TDP 2023-04 Designation of Bank Account Signatories on the LAIF Account adding Finance Manager Vera Whittenburg and removing General Managers Peter Rietkerk and Scot Moody.

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

RESOLUTION NO. TDP 2023-04

**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:

\_\_\_\_\_  
Summer Nicotero  
\_\_\_\_\_  
(NAME)  
General Manager/Secretary  
Tri-Dam Project  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
Vera Whittenburg  
\_\_\_\_\_  
(NAME)  
Finance Manager  
Tri-Dam Project  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(SIGNATURE)



\_\_\_\_\_  
Sonya Williams  
\_\_\_\_\_  
(NAME)  
Finance and Administration Manager  
South San Joaquin Irrigation District  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
Sharon Cisneros  
\_\_\_\_\_  
(NAME)  
Chief Financial Officer  
Oakdale Irrigation District  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(SIGNATURE)

Section 2. This resolution shall remain in full force and effect until rescinded by the joint Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #8 Discussion and possible action to approve the Microwave Networks Training courses.**

Summer Nicotero reminded the Board it had previously approved the system support last month and advised this training will be conducted on site to reduce the cost and will also include cyber security. Staff will investigate if there is any other agencies nearby that would like to participate.

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

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #9 Discussion and possible action to approve replacing the forklift in Strawberry.**

Summer Nicotero presented the new quotes for an electric forklift and included the prior gas quotes for cost comparison. Staff recommended purchasing the new JM forklift.

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

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #10 Discussion and possible action to approve the 2023 represented employee wage increase.**

Summer Nicotero presented the IBEW represented employee wage schedule and increase effective for the full pay period that includes June 1, 2023.

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

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #11 Discussion and possible action to authorize the addition of the Maintenance and Hydro Operations Supervisor Positions.**

Summer Nicotero advised she would like to offer these positions internally to promote succession, while offering a six month rotation and training. The salary for these positions will be 10% over the highest paid person in the work group they would supervise, as previously recommended in salary surveys.

|                             |  |
|-----------------------------|--|
| Hydro Operations Supervisor | \$68.29 per hour (Operations Lead \$62.08) |
| Maintenance Supervisor      | \$72.23 per hour (Technician Lead \$65.66) |

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

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #12 Review and approve JRP documents and Declaratory Relief preparation.**

*This item was pulled from the action calendar.*

**COMMUNICATIONS**

**ITEM #13 Staff Reports:**

- A. General Manager, Summer Nicotero
  - Summer Nicotero provided a brief summary of her report.
- B. Operations and Maintenance Manager, Summer Nicotero
  - Summer Nicotero did not have anything to add to her report.
- C. License Compliance Coordinator, Susan Larson
  - Susan Larson did not have anything to add to her report.

**ITEM #14 Generation Report**

No report.

**ITEM #15 Fisheries Studies on the Lower Stanislaus River**

No report.

**ITEM #16 Directors Comments**

The Directors commended Summer on a great job thus far and thanked staff for their efforts.

*President Orvis recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:48 a.m.*

The Tri-Dam Project meeting resumed at 10:52 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Orvis announced before closed session that the following items would be discussed. The Board took a brief recess at 10:53 a.m. and convened to Closed Session at 11:06 a.m.

**ITEM #17 Closed Session**

- 17. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code § 54956.9(d)(1)
  - 1. *Lee Tyler et al. v. Oakdale Irrigation; et al.*  
Calaveras Superior Court Case No. 17CV42319
  - 2. *Tri-Dam v. Scott Frazier*  
Eastern District of California No: 1:20-CV-00408-SKO
  - 3. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*  
County of Sacramento Superior Court  
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation  
Government Code § 54956.9(d)(2)  
One (1) case
- c. PUBLIC EMPLOYMENT  
Government Code sec. 54957(b)
  - 1. License Compliance Coordinator
- d. REAL PROPERTY NEGOTIATIONS  
Government Code § 54956.8  
Property: 043-110-026 and 043-110-032  
Agency Negotiator: General Manager  
Negotiating Parties: Billie Jean Tichenor Trust  
Under Negotiation: Price and Terms

At the hour of 12:13 p.m., the Board reconvened to open session.

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

**ADJOURNMENT**

President Orvis adjourned the meeting at 12:14 p.m.

The next regular board meeting is scheduled for June 15, 2023, at the offices of South San Joaquin Irrigation District beginning at 9:00 a.m.

ATTEST:

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Summer Nicotero, Secretary  
Tri-Dam Project

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Genna Modrell

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

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

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**BACKGROUND AND/OR HISTORY:**

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

**FISCAL IMPACT:** See Attachments

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

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**Board Motion:**

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

**VOTE:**

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

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

# Tri-Dam Project

## Statement of Obligations

Period Covered

**May 1, 2023 to May 31, 2023**

**TRI-DAM PROJECT  
STATEMENT OF OBLIGATIONS**

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

|   |                             |
|---|-----------------------------|
| <b>One-Half Oakdale Irrigation District</b>           | <b>\$ 305,529.69</b>        |
| <b>One-Half South San Joaquin Irrigation District</b> | <b>\$ 305,529.70</b>        |
| <b>Total Obligations</b>                              | <b><u>\$ 611,059.39</u></b> |

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

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

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

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

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

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

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

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

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

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

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

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

**OAKDALE IRRIGATION DISTRICT  
PRESIDENT,**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
PRESIDENT,**

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

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

**SECRETARY,**

**SECRETARY,**

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

Date

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

Date

# Tri Dam Project Statement of Obligations

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

|   | <u>No. Chks.</u>   | <u>Amount</u>                |
|---|--------------------|------------------------------|
| <b><u>Vendor Check Register Report</u></b><br>(Please see attached Check Listing) | 96                 | \$407,135.21                 |
| <br><b><u>Payrolls - Net Charges</u></b>  |                    |                              |
| <b><u>Pay Date</u></b>  | <b><u>Type</u></b> | <b><u>Payroll Amount</u></b> |
| 11-May-23   | Payroll            | \$ 101,006.53                |
| 25-May-23   | Payroll            | \$ 102,917.65                |
| Total Net Payroll   |                    | \$ 203,924.18                |
| <b>Total Disbursements for the Period</b>   |                    | <b>\$611,059.39</b>          |
| <br><b>Distribution Between Districts ~</b>                                       |                    |                              |
| Oakdale Irrigation District   |                    | \$ 305,529.69                |
| South San Joaquin Irrigation District   |                    | \$ 305,529.70                |
| <b>Total Districts</b>  |                    | <b>\$ 611,059.39</b>         |

# Project

## May Checks



| Check Number | Vendor No | Vendor Name                             | Check Date | Description                                     | Amount    |
|--------------|-----------|---|------------|---|-----------|
| 129921       | 11403     | Analynk Wireless, LLC                   | 05/03/2023 | Donnells Dam SCADA update                       | 3,683.19  |
| 129922       | 10813     | ACWA Joint Powers Insurance Authority   | 05/01/2023 | Health Benefits - April                         | 51,390.29 |
| 129923       | 10183     | Cal PERS S457 Plan                      | 05/01/2023 | EE Retirement Plan                              | 1,275.00  |
| 129924       | 10815     | Cal PERS System                         | 05/01/2023 | EE/ER Retirement Plan                           | 19,164.04 |
| 129925       | 10811     | IBEW                                    | 05/01/2023 | EE Union Dues                                   | 1,287.76  |
| 129926       | 10812     | Nationwide Retirement Solution          | 05/01/2023 | EE Retirement Plan                              | 3,799.44  |
| 129927       | 10663     | Standard Insurance Co.                  | 05/01/2023 | STD/LTD Insurance                               | 1,319.58  |
| 129928       | 11449     | A & P Helicopters, Inc.                 | 05/03/2023 | Access Donnells Dam for communication repair    | 12,600.00 |
| 129929       | 10013     | Acme Rigging and Supply Co. Inc.        | 05/03/2023 |   | 10.27     |
| 129930       | 11307     | ALLDATA                                 | 05/03/2023 | Annual Vehicle Software Update                  | 2,148.00  |
| 129931       | 11240     | Arnett Industries, LLC                  | 05/03/2023 | Glove testing / replacement                     | 1,501.29  |
| 129932       | 11086     | Benefit Resource, LLC                   | 05/03/2023 |   | 150.00    |
| 129933       | 11448     | Dan's Machine Tool, Inc                 | 05/03/2023 | Bridgeport Milling Machine - final              | 12,045.17 |
| 129934       | 10935     | Data Path, Inc.                         | 05/03/2023 | Network Support                                 | 3,194.75  |
| 129935       | 10225     | Debco Automotive Supply Inc.            | 05/03/2023 |   | 179.74    |
| 129936       | 10227     | Del Oro Water Co. Inc.                  | 05/03/2023 |   | 610.98    |
| 129937       | 10245     | Doherty Tire of Sonora Inc.             | 05/03/2023 |   | 52.11     |
| 129938       | 10938     | Great America Financial Svcs.           | 05/03/2023 |   | 290.46    |
| 129939       | 10439     | McMaster-Carr Supply Co.                | 05/03/2023 |   | 671.85    |
| 129940       | 10466     | Mountain Oasis Water Systems & Btl Co L | 05/03/2023 |   | 58.75     |
| 129941       | 10467     | Mouser Electronics Inc.                 | 05/03/2023 | VOID  | 0.00      |
| 129942       | 11353     | Nates Saw and Mower, LLC                | 05/03/2023 |   | 100.97    |
| 129943       | 11343     | Tim O'Laughlin, PLC                     | 05/03/2023 | Legal Fees                                      | 4,320.00  |
| 129944       | 10618     | Sierra Motors                           | 05/03/2023 |   | 362.50    |
| 129945       | 10933     | Smile Business Products                 | 05/03/2023 |   | 187.64    |
| 129946       | 10641     | Sonora Airco Gas & Gear                 | 05/03/2023 |   | 30.97     |
| 129947       | 10904     | Sonora Ford                             | 05/03/2023 |   | 123.40    |
| 129948       | 11258     | Verizon                                 | 05/03/2023 |   | 176.91    |
| 129949       | 10778     | Watermark Engineering Inc.              | 05/03/2023 | Streamgaging                                    | 6,250.00  |
| 129950       | 10183     | Cal PERS S457 Plan                      | 05/10/2023 | EE Retirement Plan                              | 1,175.00  |
| 129951       | 10815     | Cal PERS System                         | 05/10/2023 | EE/ER Retirement Plan                           | 17,573.83 |
| 129952       | 10811     | IBEW                                    | 05/10/2023 | EE Union Dues                                   | 1,209.40  |
| 129953       | 10812     | Nationwide Retirement Solution          | 05/10/2023 | EE Retirement Plan                              | 3,189.50  |
| 129954       | 10067     | AT&T - SBC - Pac Bell                   | 05/16/2023 | Telephone                                       | 5,320.42  |
| 129955       | 10866     | AT&T Teleconference Services            | 05/16/2023 |   | 2.57      |
| 129956       | 10154     | Calaveras Telephone Co.                 | 05/16/2023 |   | 228.93    |
| 129957       | 10986     | Cal-Waste Recovery Systems, LLC         | 05/16/2023 |   | 27.14     |
| 129958       | 10185     | Clark Pest Control - Termite            | 05/16/2023 |   | 123.00    |
| 129959       | 11451     | DILO Company, Inc.                      | 05/16/2023 | SF6 Scale & Case                                | 5,070.19  |
| 129960       | 11048     | Fastenal (Vending)                      | 05/16/2023 |   | 640.43    |
| 129961       | 10320     | General Supply Co.                      | 05/16/2023 | Misc. supplies, rodent repair, lighting upgrade | 1,273.34  |
| 129962       | 10333     | Grainger Inc. W. W.                     | 05/16/2023 |   | 97.96     |
| 129963       | 11049     | Hunt & Sons, Inc.                       | 05/16/2023 |   | 283.38    |
| 129964       | 11165     | Donald Larson                           | 05/16/2023 | EE Travel Reimbursement                         | 676.07    |
| 129965       | 11445     | Ryan Mercado                            | 05/16/2023 | Weed mapping - Tulloch                          | 500.00    |
| 129966       | 11396     | Hydra Pro                               | 05/16/2023 |   | 800.00    |
| 129967       | 10500     | OID ~ Routine                           | 05/16/2023 | Admin / Finance Services                        | 15,806.66 |
| 129968       | 10641     | Sonora Airco Gas & Gear                 | 05/16/2023 |   | 264.55    |
| 129969       | 10665     | Staples                                 | 05/16/2023 |   | 505.74    |
| 129970       | 10776     | Waste Mgmt of Cal Sierra Inc.           | 05/16/2023 |   | 499.44    |
| 129971       | 11322     | Weidmann Electrical Technology Inc.     | 05/16/2023 |   | 306.50    |
| 129972       | 11454     | Wright Motors Marine                    | 05/16/2023 | Yamaha Outboard Motor                           | 2,800.84  |
| 129973       | 11182     | Apex Safety Supply, Inc.                | 05/19/2023 |   | 309.75    |
| 129974       | 11333     | C.J. Brown & Company, CPAs              | 05/19/2023 | Auditing Services                               | 3,857.00  |
| 129975       | 10184     | Clark Pest Control - Pest               | 05/19/2023 |   | 80.00     |



|          |       |                                       |            |  |           |
|----------|-------|---------------------------------------|------------|--|-----------|
| 129976   | 10245 | Doherty Tire of Sonora Inc.           | 05/19/2023 |  | 42.80     |
| 129977   | 10250 | Downey Brand Attorneys LLP.           | 05/19/2023 | Tulloch Litigation   | 30,544.50 |
| 129978   | 10294 | FISHBIO Environmental LLC             | 05/19/2023 | Fish Studies   | 57,456.19 |
| 129979   | 10319 | General Plumbing Supply Co Inc.       | 05/19/2023 |  | 57.08     |
| 129980   | 11049 | Hunt & Sons, Inc.                     | 05/19/2023 |  | 470.42    |
| 129981   | 10395 | J.M. Equipment Co. Inc.               | 05/19/2023 |  | 151.44    |
| 129982   | 10399 | JS West Propane Gas                   | 05/19/2023 |  | 63.78     |
| 129983   | 10402 | Kamps - High Country Propane          | 05/19/2023 |  | 606.99    |
| 129984   | 10879 | Lowe's                                | 05/19/2023 | Tulloch misc repairs & supplies, GM house repairs, J-boxes, spill kit supplies | 2,010.55  |
| 129985   | 10439 | McMaster-Carr Supply Co.              | 05/19/2023 |  | 211.37    |
| 129986   | 11353 | Nates Saw and Mower, LLC              | 05/19/2023 |  | 281.79    |
| 129987   | 11004 | Pacific Gas & Electric                | 05/19/2023 |  | 89.97     |
| 129988   | 11160 | Pape Machinery                        | 05/19/2023 |  | 940.58    |
| 129989   | 11274 | PAR Environmental Services, Inc.      | 05/19/2023 |  | 865.00    |
| 129990   | 10845 | Sierra Office Supply & Printing       | 05/19/2023 |  | 40.59     |
| 129991   | 10665 | Staples                               | 05/19/2023 |  | 281.95    |
| 129992   | 10068 | AT&T Corp - Data Link                 | 05/25/2023 |  | 313.34    |
| 129993   | 10184 | Clark Pest Control - Pest             | 05/25/2023 |  | 80.00     |
| 129994   | 11048 | Fastenal (Vending)                    | 05/25/2023 |  | 418.72    |
| 129995   | 10288 | Fastenal Co.                          | 05/25/2023 |  | 72.48     |
| 129996   | 11379 | Foust Heat Air Refrigeration          | 05/25/2023 |  | 890.00    |
| 129997   | 10333 | Grainger Inc. W. W.                   | 05/25/2023 |  | 556.00    |
| 129998   | 10347 | HDR Engineering Inc.                  | 05/25/2023 | SPCC Plan Update   | 5,779.69  |
| 129999   | 10428 | M C I                                 | 05/25/2023 |  | 26.89     |
| 130000   | 10439 | McMaster-Carr Supply Co.              | 05/25/2023 |  | 514.64    |
| 130001   | 11293 | Microwave Networks, Inc.              | 05/25/2023 | Annual Support Services  | 15,223.00 |
| 130002   | 11339 | Pace Supply Corp.                     | 05/25/2023 |  | 609.86    |
| 130003   | 10513 | Pacific Gas & Elec - Non Util         | 05/25/2023 |  | 168.28    |
| 130004   | 11011 | Pacific Gas & Electric                | 05/25/2023 | Utilities  | 3,105.66  |
| 130005   | 11438 | Pacific Gas & Electric                | 05/25/2023 |  | 37.43     |
| 130006   | 10749 | UPS                                   | 05/25/2023 |  | 57.23     |
| 130007   | 11446 | Walsh Marine Products, Inc.           | 05/25/2023 | Buoys - Tulloch  | 1,641.35  |
| 130008   | 10794 | Wille Electric Supply Co. Inc.        | 05/25/2023 |  | 376.51    |
| 130009   | 10813 | ACWA Joint Powers Insurance Authority | 05/25/2023 | Health Benefits - May  | 56,525.31 |
| 130010   | 10183 | Cal PERS S457 Plan                    | 05/25/2023 | EE Retirement Plan   | 1,175.00  |
| 130011   | 10815 | Cal PERS System                       | 05/25/2023 | EE/ER Retirement Plan  | 17,559.01 |
| 130012   | 10811 | IBEW                                  | 05/25/2023 | EE Union Dues  | 1,209.40  |
| 130013   | 10812 | Nationwide Retirement Solution        | 05/25/2023 | EE Retirement Plan   | 3,199.03  |
| 130014   | 10663 | Standard Insurance Co.                | 05/25/2023 | STD/LTD Insurance  | 1,209.47  |
| 20230001 | 11435 | VISA                                  | 05/11/2023 | travel, safety gear, ERO PPE, 2 laptops, day use signage, fuel, meals          | 12,205.11 |
| 20230002 | 10900 | Chase Cardmember Service              | 05/19/2023 |  | 460.10    |

Report Total: \$ 407,135.21

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Sharon Cisneros

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**SUBJECT: Tri-Dam Project Fiscal Year 2022 Audited Financial Statements**

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**RECOMMENDED ACTION:** Recommend Approval of Fiscal Year 2022 Audited Financial Statements

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**BACKGROUND AND/OR HISTORY:**

Annually, the Tri-Dam Project Financial Statements are audited by an independent, outside accounting firm. The accounting firm C.J. Brown & Company CPAs (formerly Fedak & Brown, LLP) performed the audit for both Tri-Dam Project and Tri-Dam Power Authority. The purpose of the audit is to state an opinion with regards to the accuracy of the financial statements and results of operations.

A draft of the Financial Statements will be distributed separately.

**FISCAL IMPACT:** While there is no direct fiscal impact, receiving an unqualified audit opinion and reporting award is an indicator to external parties such as bond underwriters, granting agencies, and vendors of the Project's financial policies and practices.

**ATTACHMENTS:** 2022 Annual Financial Report will be distributed under separate cover and will be available on our website once final.

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**Board Motion:**

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

**VOTE:**

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

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

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Summer Nicotero

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**SUBJECT: Insurance Renewal 2023/2024 – Approval of Selected Policies**

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**RECOMMENDED ACTION:** Discussion and possible action to approve selected 2023/2024 insurance policies; authorize General Manager to sign JPRIMA Agreement to Join

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**BACKGROUND AND/OR HISTORY:**

Our insurance broker, Alliant Insurance Services, was faced with the challenge of a non-renewal on our casualty coverage. In addition, we had to find a new worker's compensation carrier and test the market for a better excess liability ladder. Alliant is still waiting on several quotes for these additional policies and will be presenting the coverages at our board meeting.

The casualty program has been finalized and will be presented through Allied Public Risk. As a condition of the renewal we will need to join the CalMutual JPRIMA risk pool. The associated agreement is attached. Approval of the policy renewal with Allied will require Tri Dam to join the JPRIMA at a cost of approximately \$15,000 annually.

**FISCAL IMPACT:** To be determined

**ATTACHMENTS:** JPRIMA Member Agreement  
JPRIMA Agreement to Join

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**Board Motion:**

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

**VOTE:**

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

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

**AGREEMENT TO BECOME A PARTY TO THE  
AMENDED JOINT POWERS AGREEMENT  
CREATING THE  
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

\_\_\_\_\_ [insert name of company or district]  
(referred to as "Member") hereby agrees to become a party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (the "Authority"), in the form attached hereto as Exhibit A, and agrees to abide by the terms and conditions of that agreement.

Member hereby represents that its action to become a party to the above-referenced agreement and to participate in the Authority has been duly authorized by action of its governing board taken at a duly called and noticed meeting.

Executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ at  
\_\_\_\_\_, California.

\_\_\_\_\_  
[Company or District name]

By \_\_\_\_\_

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

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

**Amended Joint Powers Agreement  
Creating the  
California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority**

THIS AGREEMENT is made and entered into in the County of Los Angeles, State of California, by and among the Companies and Districts, as defined herein, organized and existing under the laws of the State of California, which are parties signatory to this Agreement and listed in Appendix "A," which is attached hereto and made a part hereof. Said Companies and Districts are sometimes referred to herein as "parties" or "Members."

**RECITALS**

WHEREAS, subdivision (a) of California Government Code Section 6525 authorizes a mutual water company and a public agency to enter into a joint powers agreement for the purpose of jointly exercising any power common to those contracting parties, and, effective January 1, 2016, subdivision (b)(1) of California Government Code Section 6525 provides that a mutual water company and a public agency may enter into a joint powers agreement for the purpose of risk-pooling in accordance with Government Code Section 990.8; and

WHEREAS, California Government Code Section 990 authorizes the self-insurance against tort liabilities and inverse condemnation by public entities and California Labor Code Section 3700 provides for self-insurance of liabilities imposed by Labor Code Section 3200, et seq.; and

WHEREAS, California Government Code Section 990.8 states that a mutual water company and a public agency may, by a joint powers agreement, provide coverage for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties desire to establish a structure to provide such coverage products at contributions competitive with the insurance market and in a manner that alleviates risk through coverage products that are reinsured; and

WHEREAS, the parties to this Agreement desire to join together for the purpose of purchasing insurance or reinsurance at reduced rates and to provide technical support, continuing education, safety engineering, and operational and managerial advisory assistance to said parties in order to reduce risk liabilities and further the technical, managerial and financial capacity of those parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

#### **Article I — Definitions**

The following definitions shall apply to the provisions of this Agreement:

- (a) **"Association"** shall mean the California Association of Mutual Water Companies.
- (b) **"Auditor/Controller"** shall mean that person designated by the Board of Directors who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority.
- (c) **"Authority"** shall mean the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (CAMWC-JPRIMA) created by this Agreement.
- (d) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.
- (e) **"Chief Executive Officer"** shall mean that employee or other agent of the Authority who is so appointed by the Board of Directors.
- (f) **"Company"** shall mean a mutual water company, as defined in California Corporations Code Section 14300, which is a "Regular Member" of the Association, as defined in Article III, Section 1(a) of the Association's Bylaws; or a ditch company that is formed and operates as a non-profit mutual benefit corporation under California law and is an "Affiliate Member" of the Association, as defined in Article III, Section 1(c) of the Association's Bylaws.
- (g) **"Director"** shall mean an individual elected by the Members to serve on the Authority's Board of Directors.
- (h) **"District"** shall mean any public agency that is an "Associate Member" or "Affiliate Member" of the Association, as defined in the Association's Bylaws.
- (i) **"Duly Constituted Board Meeting"** shall mean any Board of Directors meeting noticed and held in the required manner and at which a quorum was determined to be present at the beginning of the meeting.
- (j) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of Members appointed by the Board President and ratified by the Board of Directors.
- (k) **"Fiscal Year"** shall mean the calendar year.
- (l) **"Insurance"** shall mean any Program of the Authority providing

coverage against losses to Members who are participants in the Program, regardless of the exact nature of the coverage to be provided by or on behalf of the Authority.

(m) **"Insurance Program Administrator"** shall mean the individual or firm retained by the Board of Directors to administer the Authority's Programs.

(n) **"Member"** shall mean any **"Company"** or **"District"** which is a signatory to this Agreement.

(o) **"Program"** or **"Programs"** means the specific type of insurance as set forth in the terms, conditions and exclusions of any coverage documents for insurance provided to a Member.

(p) **"Re-Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members against catastrophic losses.

(q) **"Secretary"** shall mean the person appointed by the Board of Directors to record or cause to be recorded, and keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may order, a book of minutes of actions taken at all meetings of the Board of Directors.

(r) **"Services"** shall mean various services and programs offered from time to time or on an ongoing basis by or on behalf of the Authority to increase Members' technical, managerial and financial capacity, and to reduce risks of losses.

(s) **"Treasurer"** shall mean the person appointed by the Board of Directors to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority and who will act as a liaison with the Authority's outside auditor in preparing the Authority's annual audit.

## **Article 2 — Purposes**

This Agreement is entered into by the Members pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.*, in order to provide comprehensive and economical general liability, public liability, property damage, auto liability, boiler and machinery, directors' and officers' errors and omissions, employment practices, employee dishonesty, employee benefits liability coverage, workers' compensation coverage, and coverage for such other risks as the Board of Directors may determine from time to time; and to allow the Authority to undertake necessary administrative actions pursuant to Government Code Section 6525(a) in advance of the effective date of AB 656 on January 1, 2016.

Additional purposes are to reduce the amount and frequency of losses, to decrease the cost incurred by Members in the handling and litigation of claims and to assist the Members through the Services in building their technical, managerial and financial capacity. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of the Authority as a separate entity in accordance with applicable law.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and members of the Authority, subject to approval by the Board of Directors as set forth herein.

### **Article 3 — Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories to this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 19 or Article 20, shall not be considered the completion of the purpose of this Agreement or affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining. All parties to this Agreement must be either a Company or a District.

### **Article 4 — Term of Agreement**

This Agreement became effective January 1, 2016, and it shall continue until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of any initial contribution as the Board of Directors may determine. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

### **Article 5 — Creation of Authority**

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall be solely its own, no District member shall be responsible for the underlying debts or liabilities of the Authority, and such debts, liabilities or obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any Company or District. Such Company and District Members shall be fully indemnified by the Authority against such debts, liabilities or obligations, to the extent permitted by law, specifically including Government Code Section 6525(b)(1). The Authority exists separately and apart from the Member Agencies.

The Authority is not an insurer, and the Programs offered by or on behalf of the Authority are to be interpreted in conformance with Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* and contract law. The laws of insurance shall not apply.



## **Article 6 — Powers of Authority**

(a) The Authority shall have the powers common to Members and the powers set forth in Government Code Section 6525(b), and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To incur debts, liabilities or obligations as necessary, including to finance any Programs and Services offered to Members;
- (3) To receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (4) To acquire, hold, lease or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (5) To employ agents and employees, and/or to contract for services rendered by such agents and employees;
- (6) To sue and be sued in its own name;
- (7) To exercise all powers and perform all acts as otherwise provided for in the Bylaws; and
- (8) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law. In accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers applicable to North of the River Municipal Water District.

## **Article 7 — Board of Directors**

(a) Subject to the limitations of this Agreement and the laws of the State of California, the Authority shall be governed by a Board of Directors which is hereby established and designated to administer this Agreement pursuant to Government Code Section 6506. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify bylaws and other policies and procedures for that purpose and for the conduct of its meetings as it may deem proper.

(b) The Board of Directors shall be composed of between five (5) and nine (9) directors, as determined upon the formation of the Authority by the initial Members and thereafter determined by the Board of Directors from time to time. The initial Board of Directors shall be appointed by the original Members and upon expiration of that initial term, the directors shall be elected by the Members who have executed this Agreement, as it

may be amended. The terms of directors, procedures for election of directors and procedures for meetings shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

(c) The Board of Directors shall meet as specified in the Bylaws. All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 *et seq.*

#### **Article 8 — Powers of the Board of Directors**

The Board of Directors of the Authority shall have the powers and functions as set forth in the Bylaws.

#### **Article 9 — Officers of the Authority**

The officers of the Authority shall be a President, Vice President, Chief Executive Officer, Secretary, Treasurer and Auditor/Controller, whose duties shall be as set forth in the Bylaws or as prescribed by applicable provisions of law. The position of Treasurer and Auditor/Controller may be held by the same person concurrently.

#### **Article 10 — Standing Committees**

The Bylaws shall establish standing committees deemed necessary for the management of the Authority. In addition to those standing committees established in the Bylaws, the Board of Directors may establish other standing or temporary committees from time to time, as provided in the Bylaws.

#### **Article 11 — Insurance Program Administrator and Other Staff**

(a) **Insurance Program Administrator.** The Board of Directors shall appoint an Insurance Program Administrator who shall be responsible for the general administration of the Authority's Programs and related activities as directed by the Board of Directors.

(b) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the Authority.

(c) **Other Staff.** The Board of Directors shall provide for such other staff of the Authority, to be hired by the Chief Executive Officer, as may be necessary for the efficient and productive administration and operation of the Authority.

#### **Article 12 — Insurance Coverage**

(a) The Authority shall provide for such types and levels of coverage for Programs as the Board of Directors, with the advice of the Authority's Advisory Committee, shall determine.

(b) The Programs provided for Members by or on behalf of the Authority may include protection for comprehensive and economical general liability, public liability, property damage, directors' and officers' errors and omissions, auto liability, boiler and machinery, employment practices, employee benefits liability coverage, workers' compensation, and/or coverage for other risks which the Board of Directors may determine to be advisable. The Board of Directors may arrange for the purchase of insurance or Reinsurance.

#### **Article 13 — Accounts and Records**

(a) **Annual Budget.** The Board shall annually adopt an operating budget. As deemed appropriate by the Board of Directors, that budget may include separate budgets for individual Programs and individual types of Services to be provided to the Members.

(b) **Funds and Accounts.** The Treasurer shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members as otherwise required by law. Quarterly unaudited financial statements shall be produced and distributed to all Members. The Authority shall adhere to the standard of strict accountability set forth in Government Code Section 6505.

(c) **Financial Reports.** The Auditor-Controller shall present a complete written report of all financial and investment activities of the Authority for the most recently completed fiscal year to the Board of Directors and to all Members no later than ninety (90) days after completion of the Authority's fiscal year, and shall prepare quarterly reports as required under Government Code Section 53646, and such reports as are required by law.

(d) **Annual Audit.** The Auditor/Controller shall cause to be made by an outside certified public accountant experienced in local governmental agency auditing an annual audit of the accounts and records of the Authority, which audit shall conform to generally accepted auditing standards. Such report shall be presented to the Board of Directors for approval and concurrence. Costs of the audit shall be considered a general expense of the Authority.

#### **Article 14 — Responsibility for Monies**

(a) The Auditor-Controller shall have the authority to delegate the signatory function of the Auditor-Controller to such persons as are authorized by resolution of the Board of Directors.

(b) The Auditor-Controller shall perform, and to the extent allowed by law, may cause to be performed, all duties set forth in Government Code Section 6505.5.

(c) A bond in an amount determined adequate by the Board of Directors shall be required of all officers and personnel authorized to disburse funds of the Authority. The premium for such bond shall be paid for by the Authority.

(d) **The Treasurer of the Authority shall assume the duties described in California Government Code Section 6505.5, including:**

- (1) **Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority;**
- (2) **Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;**
- (3) **Pay, when due, out of money of the Authority so held by him or her, all sums payable on any outstanding bonds or other liabilities of the Authority;**
- (4) **Pay any other sums due from Authority money only upon checks, warrants, or electronic payments approved by the Chief Executive Officer or his or her designee. The checks, warrants, or electronic payments shall be reviewed by the President of the Board and either the Treasurer or the Chair of the Finance and Audit Committee.**

#### **Article 15 — Services Provided by the Authority**

The Authority may provide, at the sole discretion of the Board of Directors, the following services to the Members:

- (a) **Establish Programs through which Members shall procure coverage as necessary.**
- (b) **Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks faced by Members in their ordinary course of business.**
- (c) **Provide, or cause to be provided, the Services to Members, as well as loss prevention and safety consulting services, as required.**
- (d) **Review Member contracts to determine sufficiency of indemnity and insurance provisions when requested.**
- (h) **Conduct risk assessments for each Member.**
- (i) **The Authority shall provide such other services and have such other responsibilities as deemed necessary by the Board of Directors.**

## **Article 16 — Responsibilities of Members**

Members shall have the following responsibilities:

- (a) Each Member shall appoint an employee or other representative of the Member to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.
- (b) Each Member shall maintain an active safety program through a designated safety officer.
- (c) Each Member shall timely pay its contributions for any Programs.
- (e) Each Member shall cooperate fully with the Authority and any insurer or reinsurer under any Program in determining the causes of losses, in the settlement of losses and in any other matters relating to this Agreement.
- (f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement.
- (g) Each Member shall comply with all Bylaws and policies and procedures adopted by the Board of Directors.
- (h) Each Member shall remain a "Regular Member," "Affiliate Member" or "Associate Member," as defined in the Association's Bylaws and as applicable in relation to that Member's entity status, in good standing of the Association.

## **Article 17 - Programs and Services**

The Authority may develop and implement Programs and provide Services the Authority deems necessary, advisable and beneficial to Members. The Authority, through the Board of Directors, shall use its best efforts to develop outside funding sources to avoid imposing on the Members any monetary obligations other than contributions to be paid as consideration for participation in the Programs. Each Member may apply for membership and participation in any Program conducted by the Authority and to receive any Service provided by the Authority, but acceptance in any Program shall be subject to the approval of the Insurance Program Administrator or the Board of Directors.

## **Article 18 — New Members**

The Authority shall allow new Members to join the Authority and participate in the Programs and receive the Services upon approval by the Board of Directors, and upon any conditions or limitations that the Board deems appropriate. Members entering under this Article may be required to pay their share of the Authority's organizational expenses as determined by the Board of Directors. Any such new Member must be a "Regular

Member," "Associate Member" or "Affiliate Member" of the Association, as may be applicable. Any new Member of the Authority must commit to membership for an initial term of three (3) years, subject to earlier withdrawal only in accordance with the provisions of Article 19, below.

#### **Article 19 — Withdrawal**

(a) A Member may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never been a participant in any Program, or if it has withdrawn from all Programs in which it was a participant in accordance with subdivision (b), below; provided, however, that no Member may withdraw before the expiration of its initial three (3) year membership term unless: (i) there is an increase of fifteen percent (15%) or more in any single year in that Member's contribution(s) for any particular Program(s) that does not result from the Member's actions or misconduct; or (ii) the Insurance Program Administrator in place at the time the Member joined the Authority separates from the Authority for any reason, including, but not limited to, the Authority's termination of the Insurance Program Administrator's engagement with the Authority or the Insurance Program Administrator's resignation from the Authority.

(b) Subject to the provisions of subdivision (a), above, after becoming a participant in a Program, a Member may withdraw from that Program only at the end of a coverage year, or as may otherwise be allowed by the Board of Directors; and only if the Member has given the Authority at least six (6) months' advance written notice of that proposed withdrawal.

(c) A former Member who again desires to participate in an Authority Program after having withdrawn from that Program must again join the Authority as a new Member before it may participate in that Program. The terms of each Program shall determine whether any benefits will be held over from that Member's former status as a previous Program participant.

(d) A Member may not withdraw as a party to this Agreement nor as a member of the Authority until it has withdrawn from all of the Programs of the Authority.

(e) Notwithstanding any other provision of this Article 19, a District that is the only District that is a Member of the Authority at a particular time may not withdraw from the Authority until the first of the following occurs: (i) six (6) months have elapsed since that District has given the Authority written notice of its desire to withdraw; or (ii) the Authority has secured a written commitment from another District to join the Authority.

#### **Article 20 — Cancellation by Authority of Membership or Participation**

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to cancel any Member's participation in any Program upon a two-thirds vote of the Directors present at any Duly Constituted Board Meeting, provided that a reasonable time shall be afforded, at the discretion of the Board of Directors, to place coverage

elsewhere before that cancellation shall be effective. For purposes of this subdivision, a reasonable time shall consist of at least ninety (90) days' prior written notice, unless the cancellation results from a material increase in hazard as a result of the Member's operations, in which case at least ten (10) days' written notice shall be provided. Such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs and receiving any of the Services, shall cease and be canceled automatically at the end of the next complete coverage year for each Program and Service whenever such Member's membership in the Association ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member, including participation in any of the Authority's Programs and Services, may be canceled at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere. Any such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

#### **Article 21 — Effect of Withdrawal or Cancellation**

(a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the Agreement and a Member by withdrawing or being canceled shall not be entitled to payment or return of any contribution, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 22(c).

(b) The withdrawal or cancellation of any Member after the effective date of any Program shall not terminate its responsibility to pay its share of the costs of that Program until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved.

#### **Article 22 — Termination and Distribution**

(a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) of the Members, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distributing assets and all other functions necessary to wind up the affairs of the Authority. This Agreement shall also terminate if a District that is the only District then a Member of the Authority withdraws in accordance with Section 19(e), above, and no other District becomes a Member of the Authority before that withdrawal becomes effective.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.

(c) Upon termination of this Agreement, all properties and cash of the Authority shall be distributed only among the Members that have been signatories hereto, including any of those Members which previously withdrew pursuant to Article 19(d) or were canceled pursuant to Article 20 of this Agreement, in accordance with and proportionate to their cash contributions (including payments and property contributions at market value when received) made during the term of this Agreement. The Board of Directors shall determine such distribution within six (6) months after satisfaction of the last remaining liability of the Authority.

(d) In the absence of a Board of Directors, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or, in the absence of a Board of Directors, the Chief Executive Officer under this Article shall be final.

#### **Article 23 -- Enforcement**

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

#### **Article 24 -- Non-liability of Directors, Officers and Employees**

In accordance with Government Code Sections 825 et seq., the Board of Directors, and the officers and employees of the Authority, including former Directors, officers and employees, shall not be liable to the Authority, to any Member or former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder, for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such Director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its Directors, officers and employees, including former Directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such Directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or former Members, against any such acts or omissions by its Directors, officers and employees, including former Directors, officers and employees.



#### **Article 25 — Provision for Bylaws and Mission Statement**

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed Authority Bylaws and a Mission Statement.

#### **Article 26 — Notices**

Notices to Members hereunder shall be sufficient if delivered to the principal office of the respective Member.

#### **Article 27 — Amendment**

This Agreement may be amended at any time by a majority vote of the Members, and any such amendment shall be binding on the Members to the extent allowed by law.

#### **Article 28 — Prohibition against Assignment**

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

#### **Article 29 — Counterparts**

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

#### **Article 30 — California Law**

This Agreement shall be governed by and construed under the laws of the State of California.

#### **Article 31 -- Severability**

Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

#### **Article 32 — Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, this Amended Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Risk and Insurance Management Authority was unanimously approved pursuant to Article 27 of the original Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Insurance Authority (the "Authority") by the Authority's Board of Directors, by action taken at a duly noticed and held public meeting on January 28, 2016.

By   
James M. Byerrum, President of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

By   
Kenneth S. Bradbury, Secretary of the  
California Association of Mutual  
Water Companies Joint Powers Risk  
and Insurance Management Authority

**APPENDIX A**

**INITIAL MEMBERS OF THE  
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

North of the River Municipal Water District (public agency member)

Bellflower-Somerset Mutual Water Company (mutual water company member)

California Domestic Water Company (mutual water company member)

Covina Irrigating Company (mutual water company member)

Montebello Land & Water Company (mutual water company member)

Oildale Mutual Water Company (mutual water company member)

Rubio Cañon Land and Water Association (mutual water company member)

South Mesa Water Company (mutual water company member)

Sunny Slope Water Company (mutual water company member)

Valencia Heights Water Company (mutual water company member)

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Summer Nicotero

---

**SUBJECT: Tri-Dam Project Non-Represented Employee Cost of Living Adjustment**

---

**RECOMMENDED ACTION:** Discussion and possible action to approve adjustments to the non-represented employee wage grades.

---

**BACKGROUND AND/OR HISTORY:**

Annually, the wage grades for non-represented employees are reviewed and compared to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The CPI-W measures the average change over time in the prices paid by urban wage earners and clerical workers for a market basket of consumer goods and services.

The attached table shows the CPI-W data for the years 2022–2023. Based on the data, the increase from 2022 to 2023 is 3.56%. As such, the recommendation is to adjust the wage grades for non-represented employees by a corresponding amount effective the pay period including July 1.

The current and proposed wage grade schedules are attached.

**FISCAL IMPACT:** \$20,000 (annualized) and potentially offset by the License Compliance Coordinator Replacement

**ATTACHMENTS:** CPI-W Monthly Data, 2013 – 2023  
Current and Proposed Wage Grades for Non-represented Employees

---

**Board Motion:**

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

**VOTE:**

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

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

**Step Increase Based on CPI as of June 1, 2022**

**April-to-April CPI Increase:**

**6.53%**

*Urban Wage Earners & Clerical Workers - San Francisco-Oakland-Hayward*

(most recent available)

|   |         | 1         | 2         | 3         | 4         | 5         | 6         | 7         |
|---|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Administrative and Financial Assistant</b> | Monthly | \$ 5,546  | \$ 5,832  | \$ 6,117  | \$ 6,405  | \$ 6,690  | \$ 6,975  | \$ 7,261  |
|   | Hourly  | \$ 32.00  | \$ 33.65  | \$ 35.29  | \$ 36.95  | \$ 38.60  | \$ 40.24  | \$ 41.89  |
| <b>Finance &amp; Administrative Manager</b>   | Monthly | \$ 11,664 | \$ 12,163 | \$ 12,660 | \$ 13,159 | \$ 13,657 | \$ 14,156 | \$ 14,653 |
|   | Hourly  | \$ 67.29  | \$ 70.17  | \$ 73.04  | \$ 75.92  | \$ 78.79  | \$ 81.67  | \$ 84.54  |
| <b>FERC License Compliance Coordinator</b>    | Monthly | \$ 8,973  | \$ 9,346  | \$ 9,719  | \$ 10,092 | \$ 10,465 | \$ 10,838 | \$ 11,211 |
|   | Hourly  | \$ 51.77  | \$ 53.92  | \$ 56.07  | \$ 58.22  | \$ 60.38  | \$ 62.53  | \$ 64.68  |
| <b>Operations and Maintenance Manager</b>     | Monthly | \$ 12,423 | \$ 13,101 | \$ 13,779 | \$ 14,457 | \$ 15,135 | \$ 15,812 | \$ 16,490 |
|   | Hourly  | \$ 71.67  | \$ 75.58  | \$ 79.50  | \$ 83.41  | \$ 87.32  | \$ 91.23  | \$ 95.14  |
| <b>Finance Clerk</b>                          | Monthly | \$ 4,117  | \$ 4,307  | \$ 4,497  | \$ 4,685  | \$ 4,875  | \$ 5,065  | \$ 5,255  |
|   | Hourly  | \$ 23.75  | \$ 24.85  | \$ 25.94  | \$ 27.03  | \$ 28.13  | \$ 29.22  | \$ 30.31  |

| Year | CPI Index | % Change |
|------|-----------|----------|
| 2009 | 218.587   | -        |
| 2010 | 223.821   | 2.39%    |
| 2011 | 231.600   | 3.48%    |
| 2012 | 236.626   | 2.17%    |
| 2013 | 241.764   | 2.17%    |
| 2014 | 247.932   | 2.55%    |
| 2015 | 252.875   | 1.99%    |
| 2016 | 259.386   | 2.57%    |
| 2017 | 268.896   | 3.67%    |
| 2018 | 278.039   | 3.40%    |
| 2019 | 288.266   | 3.68%    |
| 2020 | 290.304   | 0.71%    |
| 2021 | 302.294   | 4.13%    |
| 2022 | 322.021   | 6.53%    |

**Step Increase Based on CPI as of June 1, 2023**

**April-to-April CPI Increase:**

**3.56%**

*Proposed*

*Urban Wage Earners & Clerical Workers - San Francisco-Oakland-Hayward*

(most recent available)

|  |         | 1         | 2         | 3         | 4         | 5         | 6         | 7         |
|--|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Administrative and Financial Assistant</b>                                  | Monthly | \$ 5,743  | \$ 6,040  | \$ 6,335  | \$ 6,633  | \$ 6,928  | \$ 7,223  | \$ 7,519  |
|  | Hourly  | \$ 33.14  | \$ 34.84  | \$ 36.55  | \$ 38.27  | \$ 39.97  | \$ 41.67  | \$ 43.38  |
| <b>Finance Manager</b>   | Monthly | \$ 12,079 | \$ 12,596 | \$ 13,111 | \$ 13,627 | \$ 14,143 | \$ 14,660 | \$ 15,175 |
|  | Hourly  | \$ 69.69  | \$ 72.67  | \$ 75.64  | \$ 78.62  | \$ 81.60  | \$ 84.58  | \$ 87.55  |
| <b>FERC License Compliance Coordinator</b>                                     | Monthly | \$ 9,292  | \$ 9,679  | \$ 10,065 | \$ 10,451 | \$ 10,838 | \$ 11,224 | \$ 11,610 |
|  | Hourly  | \$ 53.61  | \$ 55.84  | \$ 58.07  | \$ 60.30  | \$ 62.52  | \$ 64.75  | \$ 66.98  |
| <b>Operations and Maintenance Manager</b><br>Vacant                            | Monthly | \$ 12,865 | \$ 13,567 | \$ 14,270 | \$ 14,972 | \$ 15,674 | \$ 16,375 | \$ 17,077 |
|  | Hourly  | \$ 74.22  | \$ 78.27  | \$ 82.33  | \$ 86.38  | \$ 90.42  | \$ 94.47  | \$ 98.52  |
| <b>Finance Clerk</b>   | Monthly | \$ 4,264  | \$ 4,460  | \$ 4,657  | \$ 4,852  | \$ 5,049  | \$ 5,245  | \$ 5,442  |
|  | Hourly  | \$ 24.60  | \$ 25.73  | \$ 26.87  | \$ 27.99  | \$ 29.13  | \$ 30.26  | \$ 31.39  |
| <b>Temporary Maintenance Supervisor</b><br>(Previously Approved, not adjusted) | Monthly | \$ 11,837 |           |           |           |           |           |           |
|  | Hourly  | \$ 68.29  |           |           |           |           |           |           |
| <b>Temporary Operations Supervisor</b><br>(Previously Approved, not adjusted)  | Monthly | \$ 12,520 |           |           |           |           |           |           |
|  | Hourly  | \$ 72.23  |           |           |           |           |           |           |
| <b>General Manager</b><br>(Contract, not adjusted)                             | Monthly | \$ 17,917 |           |           |           |           |           |           |
|  | Hourly  | \$ 103.37 |           |           |           |           |           |           |

| Year | CPI Index | % Change |
|------|-----------|----------|
| 2009 | 218.587   | -        |
| 2010 | 223.821   | 2.39%    |
| 2011 | 231.600   | 3.48%    |
| 2012 | 236.626   | 2.17%    |
| 2013 | 241.764   | 2.17%    |
| 2014 | 247.932   | 2.55%    |
| 2015 | 252.875   | 1.99%    |
| 2016 | 259.386   | 2.57%    |
| 2017 | 268.896   | 3.67%    |
| 2018 | 278.039   | 3.40%    |
| 2019 | 288.266   | 3.68%    |
| 2020 | 290.304   | 0.71%    |
| 2021 | 302.294   | 4.13%    |
| 2022 | 322.021   | 6.53%    |
| 2023 | 333.478   | 3.56%    |



# BOARD AGENDA REPORT

Date: June 15, 2023  
Staff: Summer Nicotero

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**SUBJECT:** Sonora Office Space Design Consultant

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**RECOMMENDED ACTION:** Authorize General Manager to Obtain Design Consultant to Scope Remodel of Sonora Office Space

---

**BACKGROUND AND/OR HISTORY:**

In anticipation of the purchase of the proposed office space in Sonora, staff would like to begin work with a designer to scope the interior remodel as quickly as possible in anticipation of the winter months.

This scope will be used in the RFP for contractors to build out the site. LDA Partners has visited the site and is able to provide the services requested. Due to the short window of opportunity, I do not have a proposal for their services to include in the packet but hope to have that by the day of the meeting.

**FISCAL IMPACT:** Capital Budget Adjustment Not to Exceed \$50,000

**ATTACHMENTS:** None

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**Board Motion:**

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

**VOTE:**

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

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

# BOARD AGENDA REPORT

Date: 6/15/2022  
Staff: Summer Nicotero

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**SUBJECT: FERC Annual Headwater Benefits - Tulloch**

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**RECOMMENDED ACTION:** Discussion and possible action to approve the FERC annual headwater benefit assessment

---

**BACKGROUND AND/OR HISTORY:**

The Federal Power Act and the Tulloch FERC license require that projects reimburse entities for benefits from headwater improvements. New Melones Reservoir benefits the Tulloch Project with additional energy gains, by smoothing out the Spring inflows and extending them throughout the entire year, minimizing spills past the Tulloch generating units and prolonging the power production period. The energy gains are calculated by FERC using the Commission's Headwater Benefits Energy Gain (HWBEG) model. This model calculates the energy gains by assembling streamflows that would have been theoretically available for energy production under varying conditions of operating the New Melones Reservoir. Headwater benefits in 2022 were \$91,429.

**FISCAL IMPACT:** Budgeted \$92,000 GL 1-0-00-00-23509

**ATTACHMENTS:** FERC Invoice \$91,599

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**Board Motion:**

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

**VOTE:**

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

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



FEDERAL ENERGY REGULATORY COMMISSION  
Washington, D.C. 20426

OFFICE OF ENERGY PROJECTS

Annual Headwater Benefits Assessment  
Stanislaus River Basin  
Docket No. HB43-23A-44  
Oakdale & South San Joaquin Irrigation District

April 10, 2023

VIA Certified Mail and Return Receipt

Mr. Jaram Zimmerman  
General Manager  
Tri-Dam Project  
P.O. Box 1158  
Pinecrest, CA 95364

Subject: 2023 Annual Headwater Benefits Assessment Stanislaus River Basin,  
Docket No. HB43-23A-44

Dear Mr. Zimmerman:

By order issued October 1, 1993, Docket No. HB43-93-2-000,<sup>1</sup> the Commission established annual fees for benefits derived from headwater projects in the Stanislaus River Basin. The New Melones Federal Reservoir benefits your project. The table below represents the headwater benefits assessment for the period January 1, 2022 through December 31, 2022:

| Downstream Project Name | FERC Project No. | Headwater Benefits Assessment |
|-------------------------|------------------|-------------------------------|
| Tulloch                 | 2067A            | \$87,932.00                   |
| Admin. Charges to FERC  |                  | \$3,667.00                    |
| <b>Total</b>            |                  | <b>\$91,599.00</b>            |

<sup>1</sup> *South San Joaquin Irrigation District, and Oakdale Irrigation District*. 65 FERC ¶ 62,003 (1993).

# BOARD AGENDA REPORT

Date: June 15, 2023  
Staff: Vera Whittenburg

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**SUBJECT: Disposal of Surplus Property**

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**RECOMMENDED ACTION:** Authorize General Manager to sign Power of Attorney and Approve disposal of surplus property

---

**BACKGROUND AND/OR HISTORY:**

On March 10, 2023, a Tri-Dam vehicle (asset 2017122-07) slid while turning into the parking lot and hit a tree. On May 2, 2023, Tri-Dam staff was notified by our insurance company that the vehicle had been deemed a total loss.

The settlement for the vehicle is \$58,010.00 as was derived by the following:

|                |              |
|----------------|--------------|
| CCC Valuation: | \$54,652.00  |
| Taxes:         | \$4,358.00   |
| Deductible:    | (\$1,000.00) |

The vehicle, a 2018 Chevy Silverado 3500 4x4 Crew Cab, was purchased in 2017 for \$54,183.37. On the day of the incident the odometer read 94,026 miles.

In order to collect the insurance funds, the General Manager requires authorization to sign a Power of Attorney to release the vehicle to the insurance company.

**FISCAL IMPACT:** Unbudgeted revenue of \$58,010 to be offset by the purchase of a replacement vehicle.

**ATTACHMENTS:**

- Resolution TDP 2023-05
- 

**Board Motion:**

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

**VOTE:**

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

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

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

**RESOLUTION NO. TDP 2023-05**

**RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY**

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

**WHEREAS**, the Tri-Dam Project, hereinafter referred to as the "Project" may, under the provisions of Section 22500 of the Water Code, dispose of property of the PROJECT which it finds no longer necessary for PROJECT purposes; and

**WHEREAS**, the Joint Board of Directors find that the property listed is no longer necessary for PROJECT purposes, and that it is in the best interest of the PROJECT to dispose of the surplus property identified as:

#1 (2017122-07) 2018 Chevy Silverado 3500 VIN # 1GB5KYCY7JZ168929 -- 94,026 miles

**WHEREAS**, the vehicle is in "totaled" conditioned and insurance has an adjusted settlement value of \$58,010

**NOW THEREFORE BE IT RESOLVED** that the Joint Board of Directors

1. Authorizes Tri-Dam Project staff to dispose of said surplus and salvage property through the insurance settlement.

**PASSED AND ADOPTED**, this 15th day of June 2023 by the following vote.

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom D. Orvis, President

\_\_\_\_\_  
Mike Weststeyn, President

\_\_\_\_\_  
Scot A. Moody, Secretary

\_\_\_\_\_  
Peter M. Rietkerk, Secretary

# BOARD AGENDA REPORT

Date: June 15, 2023  
Staff: Vera Whittenburg

---

**SUBJECT:** Disposal of Surplus Property

---

**RECOMMENDED ACTION:** Consider adoption of Resolution 2023-06 Surplus Property

---

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

On April 20, 2023, the board approved the purchase of a new used milling machine. Staff purchased and installed the newly acquired milling machine and determined it will meet the Project needs. The old ENCO Milling Machine is in poor condition, is not desirable to a reseller and is recommended for scrap.

**FISCAL IMPACT:** None, the old machine was fully depreciated

## **ATTACHMENTS:**

- Resolution TDP 2023-06
- 

## **Board Motion:**

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

## **VOTE:**

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

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

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

**RESOLUTION NO. TDP 2023-06**

**RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY**

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

**WHEREAS**, the Tri-Dam Project, hereinafter referred to as the "Project" may, under the provisions of Section 22500 of the Water Code, dispose of property of the PROJECT which it finds no longer necessary for PROJECT purposes; and

**WHEREAS**, the Joint Board of Directors find that the property listed is no longer necessary for PROJECT purposes, and that it is in the best interest of the PROJECT to dispose of the surplus property identified as:

#1 (2012055) ENCO Milling Machine

**WHEREAS**, the milling machine is in "poor" condition,

**NOW THEREFORE BE IT RESOLVED** that the Joint Board of Directors

1. Authorizes Tri-Dam Project staff to dispose of said surplus and salvage property

**PASSED AND ADOPTED**, this 15th day of June 2023 by the following vote.

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom D. Orvis, President

\_\_\_\_\_  
Mike Weststeyn, President

\_\_\_\_\_  
Scot A. Moody, Secretary

\_\_\_\_\_  
Peter M. Rietkerk, Secretary

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Summer Nicotero

---

**SUBJECT:** Donnells Dam Log Booms

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**RECOMMENDED ACTION:** Discussion and possible action to approve the purchase of log booms for Donnells and approve a capital budget increase.

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**BACKGROUND AND/OR HISTORY:**

During years characterized by deep snowpacks and heavy rain fall, it is expected to receive high runoff flows when the snow begins to melt. Each year we make efforts to plan and prepare for the potential debris flows and how to best manage them. Our license requires that we return to the river, when possible, the debris that is caught in each reservoir. This year we separated the middle section of the log booms at Donnells Dam to ease the load of the predicted debris. However, as a result of the high flows and amount of material, the remaining log booms on the north side suffered a mechanical failure and were swept through the spillway. The attached quote from Worthington Tuffbooms are designed with shackle-free connections to limit shackle failures and will provide the visibility needed for public safety. This should prevent similar failures in the future.

This is a sole-source quote from the manufacturer that will integrate with our existing booms.

**Fiscal Impact:** Capital Budget Increase \$25,000

**ATTACHMENTS:** Worthington Tuffboom Waterway Barriers \$17,074.76

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**Board Motion:**

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

**VOTE:**

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

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



**Quote Issued To:**

Brett Gordon  
Interim Operations Supervisor  
**Tri-Dam Project**  
31885 Old Strawberry Rd  
Strawberry, CA 95372  
Tel: 209-965-3214  
Email: bgordon@tridamproject.com

| Quote No.  | Quote Date | Quote Expiration | Quote Currency | Payment Terms | Project Reference |
|------------|------------|------------------|----------------|---------------|-------------------|
| MW230605-1 | 06/05/2023 | 07/05/2023       | USD            | 30 Days       |                   |

| Description  | Quantity | Unit Price | Tax excl.    |
|--|----------|------------|--------------|
| TUFFBOOM WATERWAY BARRIER with Self Rescue Handle, Orange, No Graphics. Supplied c/w with Patent-Pending Shackle-Free 90-kip Cast Steel screen bottom connector plates w/ debris screen mounting lugs and 3-Link chain pre-assembled to booms prior to shipment. | 14 Units | 960.34     | \$ 13,444.80 |
| Shipping & Handling Charges  | 1 Units  | 3,630.00   | \$ 3,630.00  |

**Total (USD)** \$ 17,074.76

**QUESTIONS? We're here to help.**

Your personal contact: **Melanie Whorten**  
Phone: +1 330-452-7400  
Email: [melanie@tuffboom.com](mailto:melanie@tuffboom.com)

Comments:

Lead Time 2-3 Weeks, Transit Time 5-7 days



**REDUCE**  
Dam Safety Risk

**INCREASE**  
Power Generation

**LOWER**  
Public Safety Liability

TUFFBOOM, the world's first polymer log boom introduced in 1994 is installed in over 63 countries. The TUFFBOOM Series booms reduce dam safety risk and increase power generation output by deflecting surface debris, trash and vegetation away from water intake and spillgate structures.

For Public Safety, TUFFBOOM series barriers provide a visible headpond deterrent to clearly define dangerous zones and prevent boaters from getting too close to water intakes, spillways, spillgates, and other critical water structures.





# Worthington | TUFFBOOM Series



## Standard Features

- Shackle-Free Connections (no more shackle failures!)
- Alloy chain interconnections.
- Heavy-wall impact resistant polyethylene with max. UV resistance.
- Unsinkable solid internal core of non-water absorbing foam fill. Maintains buoyancy even when punctured.
- High load bearing internal steel member provides strength and ballast, resists horizontal and vertical loads.
- Zero-gap fine debris option available.
- 15 to 20-year design life.
- Mold-in Graphics™ with standard or customized warnings.
- Exceptional debris load capacity.
- Standard Color: Safety Yellow. Also available in International Orange, Log Boom Brown, Forest Green, and others.
- High Visibility, high buoyancy for maximum freeboard visibility.



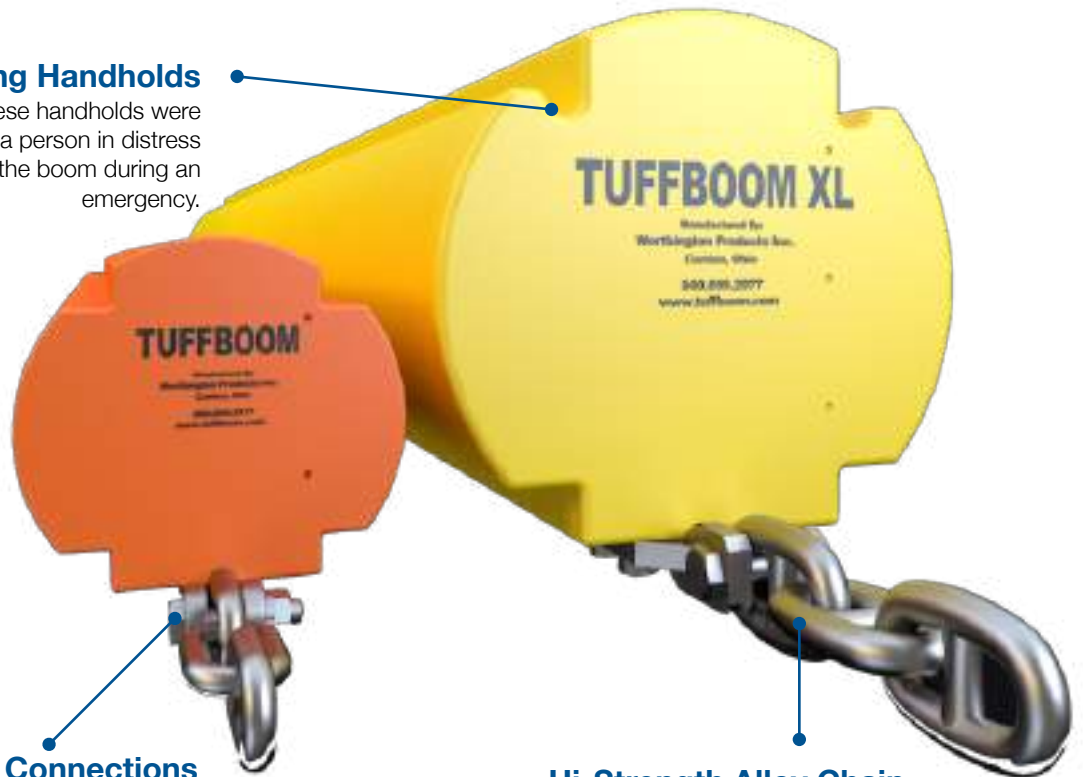
|  | TUFFBOOM Standard      | TUFFBOOM XL          |
|--|------------------------|----------------------|
| Diameter   | 40.6 cm (16 in)        | 61 cm (24 in)        |
| Float Length   | 305 cm (120 in)        | 457 cm (15 ft)       |
| Center to Center Length when connected to additional units | 340 cm. (134 in)       | 510 cm (16.75 ft)    |
| Weight (dry)   | 64 kg. (141 lbs)       | 219 kg (482 lbs)     |
| Buoyancy   | 317 kg (700 lbs)       | 1,020 kg (2,250 lbs) |
| Freeboard  | 30.5 cm. (12 in)       | 47.6 cm (19 in)      |
| Design Strength  | 130 kips               | 180 kips             |
| Spacing Between Units                                      | 39 cm. (15.5 in)       | 50.8 cm. (20 in)     |
| Internal Construction                                      | C4 Channel w/ EPS Foam | W6 Beam w/ EPS Foam  |



# Worthington | TUFFBOOM Series

## Patented Life-Saving Handholds

Built into each unit, these handholds were ergonomically designed so that a person in distress can grab hold of and hang on to the boom during an emergency.

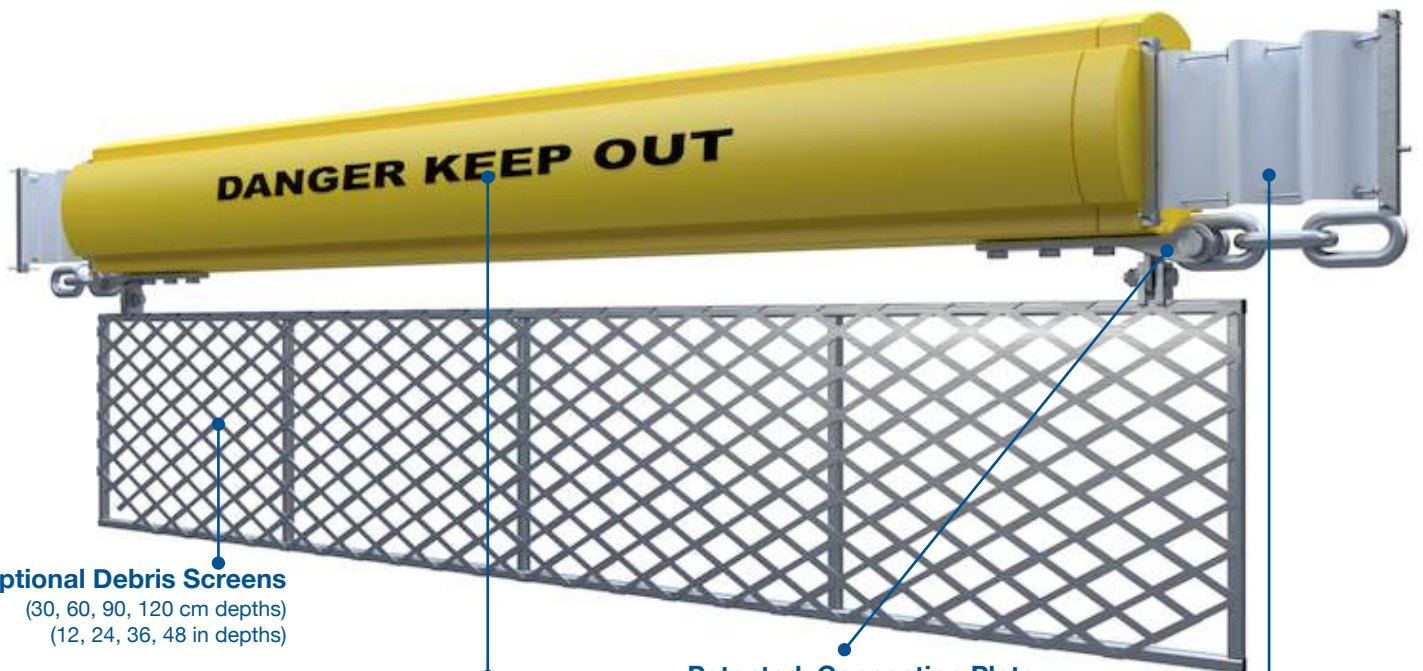


## Patented Shackle Free Connections

We eliminated the shackle. We nearly tripled the design strength. We stopped bottom plate "ovaling". In short, we revolutionized how booms are connected.

## Hi-Strength Alloy Chain

Provides interboom connection integrity, low wear, and high load bearing capacity.



## Optional Debris Screens

(30, 60, 90, 120 cm depths)  
(12, 24, 36, 48 in depths)

## Optional Permanent Graphics

## Patented Connection Plate

## Optional Fine Debris Panels

(Same color as boom)



# Worthington | TUFFBOOM Series

Discover more with these informative YouTube videos

<https://www.youtube.com/c/Tuffboom>



## FEATURED VIDEO

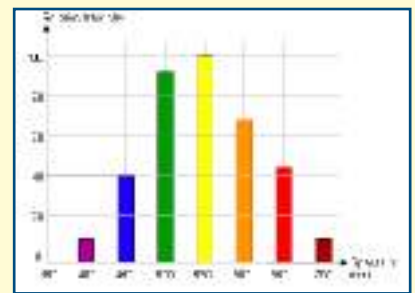
Planning for & Mitigating the Impacts of Wildfires in your watershed.



<https://www.youtube.com/c/Tuffboom>

## YELLOW - The New Orange

At Worthington, we constantly ask questions because that leads to better solutions. When our researchers discovered orange is just 63% as visible as yellow. When we learned 8% of males and 2% of females are colorblind seeing orange as grayish but seeing yellow - well - as yellow. When we learned orange is hard to see in low light conditions, we took action. **Barriers made by Worthington today are safer, more visible than ever before because today's barriers are yellow - the new orange!**



1520 Wood Ave SE  
East Canton, OH 44730 (USA)  
Tel: 330-452-7400  
Email: [support@tuffboom.com](mailto:support@tuffboom.com)

[www.tuffboom.com](http://www.tuffboom.com)

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Summer Nicotero

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**SUBJECT:** WECC/NERC Compliance Update

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**RECOMMENDED ACTION:** Approve the quote for a WECC/NERC compliance update.

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**BACKGROUND AND/OR HISTORY:**

WECC and NERC compliance standards help maintain the reliability of the electrical grid. By adhering to WECC and NERC regulations, this ensures our hydroelectric plants operate in a manner that minimizes the risk of disruptions and blackouts, maintaining grid stability and reliability. This compliance update will include an analysis of our facility interconnections, ratings, system protections and standards that define our obligations and requirements and to meet the data reporting needs of the CAISO.

Rocky Mountain Power Service, Inc. possesses knowledge of our equipment and compliance requirements, simplifying the testing and update processes, enabling a comprehensive analysis of Tri-Dam Project.

**Fiscal Impact:** Budgeted \$35,000                      1-1-04-97-59700

**ATTACHMENTS:**

|   |                      |          |
|---|----------------------|----------|
| Rocky Mountain Power Services, Inc. quote | WECC/NERC Compliance | \$15,000 |
|   | Gap Analysis         | \$12,500 |

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**Board Motion:**

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

**VOTE:**

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

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

# ROCKY MOUNTAIN POWER SERVICES, INC.

Mr. Brett Gordon  
Tri Dam Project  
P.O. Box 1158  
Pinecrest, CA 95364

May 25, 2023

Subject: WECC / NERC Compliance Assistance

Mr. Gordon,

I would like to thank you for giving Rocky Mountain Power Services, Inc. (RMPS) the opportunity to provide our proposal to provide assistance with Tri Dam Project's NERC/WECC Compliance.

Tri Dam Project is due for an onsite Compliance Audit. It is imperative that NERC/WECC Compliance remains a priority within the project.

## SCOPE OF SERVICES

RMPS will review NERC and WECC Reliability Compliance standards applicable to Tri Dam Project.

RMPS will review and update Tri Dam Projects Reliability Compliance Program.

RMPS will review and assist with request for information from WECC and NERC.

## PRICING

The following is a Time and Material price for WECC/ NERC Compliance support including updating compliance manual:

**Fifteen Thousand dollars.....\$ 15,000.00**

The following is a Time and Material price for Protection Study to perform PRC 25, 26, 27 and VAR-005-WECC-3:

**Twelve Thousand Five Hundred dollars.....\$ 12,500.00**

## DELIVERABLES

Upon completion of the evaluation, RMPS will provide:

- Report with findings and recommendations
- Updated Reliability Compliance Program

# ROCKY MOUNTAIN

## POWER SERVICES, INC.

### CLARIFICATIONS

1. Work performed outside of the defined work scope of our proposal will be approved by the client and performed at RMPS established rates.
2. Tri Dam Project will provide access to personnel and facility documentation required for the project.
3. This pricing will be valid for work completed during the 2023 calendar year.

RMPS would like to thank you for the opportunity to present this proposal. If you find our proposal acceptable, we would appreciate notification as soon as possible for the scheduling of personnel. Should you have any questions regarding this proposal or require additional information please call me at (406) 871-0490.

Sincerely,

*Matthew Fulk*

Matthew Fulk  
NERC Reliability Compliance Specialist  
Senior Field Service Engineer



# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Summer Nicotero

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**SUBJECT:** Tulloch generator and exciter testing for all 3 units.

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**RECOMMENDED ACTION:** Approve the quote to test and evaluate generators and excitation systems on all 3 units.

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**BACKGROUND AND/OR HISTORY:**

The purpose, regarding the generator active and reactive power capability testing, is to ensure that accurate information on generator gross and net real and reactive power capability is available for planning models used to assess the bulk electric system reliability. This testing brings us into compliance as per CAISO request. They had requested this work be completed in 2021-22 but we have been unable to comply due to water constraints. We would like to complete all this testing this year as we have the water to do so.

Rocky Mountain Power Service, Inc. is familiar with our equipment, and compliance standards. Our history working together will provide improved efficiency of these tests and accuracy of the reports.

**Fiscal Impact:** Budgeted \$30,000

1-1-04-97-59700

**ATTACHMENTS:** Rocky Mountain Power Services, Inc. quote. \$19,500

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**Board Motion:**

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

**VOTE:**

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

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

# ROCKY MOUNTAIN POWER SERVICES, INC.

Mr. Brett Gordon  
Tri Dam Project  
P.O. Box 1158  
Pinecrest, CA 95364

Subject: Tulloch Generator and Exciter Testing

May 25, 2023

Dear Mr. Gordon,

I would like to thank you for giving Rocky Mountain Power Services, Inc. (RMPSINC) the opportunity to provide our proposal for the onsite inspection and evaluation of Tulloch Hydro generators and excitation systems. CALISO has requested this testing in 2021-2022, but could not be completed due to water.

## SCOPE OF SERVICES

- Inspection and Evaluation
  - RMPSINC will perform an onsite inspection and evaluation of the 5 Unit's excitation systems.
  - All limiter and timer modules will be calibrated and function checked
  - All other available modules will be calibrated and function checked
  - Local and remote alarms will be function checked
  - Thermal imaging inspection of all power components
  - Generator Stator and Rotor Insulation Testing (PI)
  - A report will be provided including the following:
    - Regulator Settings
    - Limiter Pick Up and Timing
      - OEL
      - UEL
      - V/Hz
    - Regulator Gain and Time Constants (based on controller setting)
    - Capability Curves with Limiters Shown
  - Perform MOD- 25 & 26 testing and report

## PRICING

Onsite Inspection and Evaluation:

The following is a not to exceed T & M pricing

**Nineteen Thousand Five Hundred dollars.....\$ 19,500.00**

The above pricing is based on Travel to site on Sunday, 4(10 hour) days on site, travel, and living expenses.



# ROCKY MOUNTAIN POWER SERVICES, INC.

## DELIVERABLES

Upon completion of the evaluation of the existing system, RMPSINC will provide:

- Report with findings and recommendations

## CLARIFICATIONS

1. Work performed outside of the defined work scope of our proposal will be approved by the client and performed at RMPSINC's established rates.
2. Tri Dam Project will provide access to personnel and facility documentation required for the project.
3. Tri Dam Project will provide all required spare parts.
4. This pricing will be valid for work completed during the 2023 calendar year.

RMPSINC would like to thank you for the opportunity to present this proposal. If you find our proposal acceptable, we would appreciate notification as soon as possible for the scheduling of personnel. Should you have any questions regarding this proposal or require additional information please call me at (406) 871-0490.

Sincerely,

*Matthew Fulk*

Matthew Fulk  
NERC Reliability Compliance Specialist  
Field Service Engineer

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Vera Whittenburg

**SUBJECT: CyberLock Security Rekey**

**RECOMMENDED ACTION:** Approve Capital Project to Install CyberLocks; Approve Purchase of Additional CyberLocks

## BACKGROUND AND/OR HISTORY:

In October 2022, the board approved a CyberLock purchase in the amount of \$79,317.52. There was no budget approved for the installation of the locks. We are requesting a capital budget adjustment of \$42,000 (390 hours) for the labor and overhead necessary to complete the setup and installation of the CyberLock system.

In addition, it was discovered that several critical security locations were overlooked when the system was initially purchased. The switchyards were not taken into consideration when this project was initially proposed. Below are two options for the board to consider to rectify the security issues at the switchyards.

- Option One: Lock the entrance to the switchyards. Once inside if anything were to happen, we would know who the last person was in the switchyard, but not the individual cabinet.
- Option Two: Lock each individual cabinet so that once inside the switchyards we would know who the last person was in each individual cabinet.

| Item                           | QTY | \$ Each     | Extended \$  | Totals       |
|--------------------------------|-----|-------------|--------------|--------------|
| SE-200 Server(Spare)           | 1   | \$ 6,000.00 | \$ 6,000.00  |              |
| Web Authorizer (Spare)         | 1   | \$ 1,000.00 | \$ 1,000.00  |              |
| PLZ-HP1 (South Main)           | 1   | \$ 400.00   | \$ 400.00    |              |
| Knobs (Various locations)      | 13  | \$ 316.00   | \$ 4,108.00  |              |
| Deadbolts (Various Locations)  | 7   | \$ 321.00   | \$ 2,247.00  |              |
| Keys (Spare)                   | 5   | \$ 173.00   | \$ 865.00    | \$ 14,620.00 |
|                                |     |             | 7.25%        | \$ 1,059.95  |
|                                |     |             |              | \$ 15,679.95 |
| Option 1                       |     |             |              |              |
| Locks (Switch yard access/TDM) | 28  | \$ 339.00   | \$ 9,492.00  |              |
|                                | 27  | \$ 344.00   | \$ 9,288.00  | \$ 18,780.00 |
|                                |     |             | 7.25%        | \$ 1,361.55  |
| Or                             |     |             |              | \$ 20,141.55 |
| Option 2                       |     |             |              |              |
| Locks (entire switchyards)     | 61  | \$ 339.00   | \$ 20,679.00 |              |
|                                | 60  | \$ 344.00   | \$ 20,640.00 | \$ 41,319.00 |
|                                |     |             | 7.25%        | \$ 2,995.63  |
|                                |     |             |              | \$ 44,314.63 |

| Staff Labor and O/H         |                         | Hours | \$ 105.00    |
|-----------------------------|-------------------------|-------|--------------|
| DDM, BFVH, Surge chamber    | 2 staff members 1 day   | 20    |              |
| Donnells PH                 | 2 staff members 1 day   | 20    |              |
| Beardsley PH                | 2 staff members 1 day   | 20    |              |
| Sandbar PH                  | 2 staff members 1 day   | 20    |              |
| Tulloch PH                  | 2 staff members 1 day   | 20    |              |
| Goodwin                     | 2 staff members 1 day   | 20    |              |
| Division                    | 2 staff members 1 day   | 20    |              |
| Equipment building          | 2 staff members 1/2 day | 10    |              |
| Various road gates          | 2 Guys and 10 days*     | 200   |              |
| Additional programming      | 2 days                  | 40    |              |
|                             |                         | 390   | \$ 40,950.00 |
| *an estimate, could be less |                         |       |              |

**FISCAL IMPACT:** Approved Budget 2023 of \$79,317.52 (no additional impact) GL-1-8-00-23-69933  
Option 1: \$15,679.95 + \$20,141.55 total of \$35,821.50  
Option 2: \$15,679.95 + \$44,314.63 total of \$59,994.58  
Staff Labor and O/H \$40,950.00

Total Capital Project Cost Including Previous Purchases: \$180,265 (assuming highest cost option)

Budget Adjustment for 2023 Increased Costs: Option 1: \$160,000  
Option 2: \$140,000

**ATTACHMENTS:** Updated Price Sheet from CyberLocks

**Board Motion:**

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

**VOTE:**


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

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

# CyberLock Pricelist



|                  |           |   |   |          |
|------------------|-----------|---|---|----------|
| <b>CyberKeys</b> | CKR-X2    | CyberKey User Key Replaceable Battery                   |  | \$173.00 |
|                  | CK-USB    | CyberKey USB Rechargeable Battery                       |  | \$119.00 |
|                  | CKR-GO    | CyberKey Go Bluetooth Enabled Replaceable Battery       |  | \$193.00 |
|                  | CKR-BLUE3 | CyberKey BLUE3 Bluetooth Enabled Rechargeable Battery   |  | \$166.00 |
|                  | CK-AIR2   | CyberKey with display WiFi Enabled Rechargeable Battery |  | \$264.00 |
|                  | CKR-X2C   | X2 Control Key for IC Core Replaceable Battery          |  | \$174.00 |

|                      |              |                            |   |            |
|----------------------|--------------|----------------------------|---|------------|
| <b>Communicators</b> | CKB-IR10     | IR Encoder 10              |  | \$137.00   |
|                      | CKSR-020     | USB Station with USB Cable |  | \$294.00   |
|                      | CLP-200      | CyberLock Programmer II    |  | \$296.00   |
|                      | AHG2R-W1     | Authorizer Hub             |  | \$1,008.00 |
|                      | AKG2R-01     | Authorizer Keypoint        |  | \$698.00   |
|                      | CKS-V02 PLUS | ValidiKey 2 PLUS Station   |  | \$2,109.00 |

|                   |                              |   |   |          |
|-------------------|------------------------------|---|---|----------|
| <b>CyberLocks</b> | CL-6P1                       | 6-pin, Schlage Format   |    | \$216.00 |
|                   | CL-6P3WR                     | 6-pin, WR Padlock Cylinder  |    | \$348.00 |
|                   | CL-M2                        | Mortise Cylinder, 1.125"  |    | \$273.00 |
|                   | CL-M4                        | Mortise Cylinder, 1.25"   |    | \$273.00 |
|                   | CL-R1                        | Rim Cylinder, Standard  |    | \$275.00 |
|                   | CL-SF03                      | Small Format IC Core, Best 7P   |    | \$292.00 |
|                   | CL-LF01                      | Large Format IC Core, Schlage *20 Piece Minimum (made-to-order)                       |   | \$484.00 |
|                   | CL-C6N                       | Cam Lock, 1/4" tenon, multiple latches  |  | \$219.00 |
|                   | CP-05                        | Cyber Point   |  | \$79.00  |
|                   | PL-01                        | CyberLock Padlock 1" Shackle  |  | \$339.00 |
| PL-02             | CyberLock Padlock 2" Shackle |  | \$344.00  |          |
| PL-03             | CyberLock Padlock 3" Shackle |  | \$348.00  |          |

|                       |          |   |   |            |
|-----------------------|----------|---|---|------------|
| CyberLock Flex System | FSR-SH02 | Flex II System Hub<br>(Requires 9.4 or newer) |  | \$1,283.00 |
|                       | FSR-DE01 | Flex II Door Expander                         |  | \$748.00   |
|                       | FS-CV02  | CyberKey Vault WR<br>Flex System II           |  | \$748.00   |
|                       | FSR-FR01 | Flex II Flash Reader                          |  | \$430.00   |
|                       | FS-KD01  | Keypad Display Module                         |  | \$624.00   |
|                       | FS-MP01  | Flex Mini Keypoint                            |  | \$311.00   |
|                       | FS-RH02  | 13Mhz RFID Reader<br>-with Beeper             |  | \$363.00   |
|                       | FS-DC01  | Door Controller, Flex System                  |  | \$250.00   |

|                     |                                      |   |   |          |
|---------------------|--------------------------------------|---|---|----------|
| Accessories & Parts | BRUSH                                | Lock and key pin cleaning brush, stainless steel bristles                           |  | \$12.00  |
|                     | BRUSH-D                              | Lock and key pin cleaning brush, stainless steel bristles, Dremel                   |  | \$20.00  |
|                     | TIP-001                              | Replaceable Tip<br>-for CKR-X2  |  | \$16.00  |
|                     | TIP-002                              | Replacement Tip<br>w/ key body, for CKR-X2  |  | \$24.00  |
|                     | TWC-016                              | Standard USB to Micro<br>USB Cable for USB<br>Enabled CyberKeys                     |  | \$26.00  |
|                     | RFC-010                              | RFID Card, 13.56 MHz<br>-pack of 10   |  | \$112.00 |
|                     | PP-01                                | Power Port, Mini CyberKey<br>Charger  |  | \$38.00  |
|                     | CKS-010                              | 1-Key Charging Station<br>120v, 60Hz  |  | \$79.00  |
| CKS-016             | 6-Key Charging Station<br>120v, 60Hz |  | \$401.00  |          |

|        |              |   |   |            |
|--------|--------------|---|---|------------|
| Vaults | CKV-V20      | ValidiKey 20 Vault<br>(Requires 8.0 or newer)     |  | \$7,695.00 |
|        | CKV-V02 PLUS | ValidiKey 2 PLUS Vault<br>(Requires 8.0 or newer) |  | \$2,095.00 |

|                         |                         |                   |                 |
|-------------------------|-------------------------|-------------------|-----------------|
| CyberAudit-Web Software | <b>CAW Enterprise 9</b> |                   |                 |
|                         | Number of Users:        | Software License: | Annual Support: |
|                         | 50                      | \$2,634.00        | \$969.00        |
|                         | 100                     | \$3,394.00        | \$1,058.00      |
|                         | 200                     | \$4,618.00        | \$1,212.00      |
|                         | 400                     | \$6,502.00        | \$1,488.00      |
|                         | 800                     | \$9,137.00        | \$1,929.00      |
|                         | 1600                    | \$12,002.00       | \$2,414.00      |
| 3200                    | \$13,215.00             | \$2,617.00        |                 |

All prices listed are subject to change without notice.

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Summer Nicotero

---

**SUBJECT:** Discussion and Possible Action to Approve the Purchase of Five Truck Replacements

---

**RECOMMENDED ACTION:** Approve the replacement of five fleet trucks

---

**BACKGROUND AND/OR HISTORY:** Many of our fleet trucks are at or near the end of their useful lives. We have been on waiting lists for replacement Chevrolet vehicles for over a year. In an effort to update the fleet prior to a complete failure and to avoid continued repairs, we have opted to move to Ford vehicles. Staff have contacted several Ford dealers and recommend approving the purchases from Rush and Sonora Ford as detailed below.

- Truck Replacement 1: 2014 Technician Truck w/ 140,000 miles
- Truck Replacement 2: 2012 Electrician Truck w/ 145,000 miles
- Truck Replacement 4: 2011 Welders Vehicle w/ 178,000 miles
- Truck Replacement 5: 2013 Welders Vehicle w/ 175,000 miles

Two truck replacements were approved in the 2023 Budget, and two in 2022. These trucks are the next in the cycle of our replacement cycle. Replacement 1 also needs a Space Cap. The 2022 Chevys were on order but were postponed until 2024 per the dealership.

Truck Replacement 1: Total Cost \$90,000  
\$67,185.61 (Sonora truck quote) plus \$19,530 (Space Cap) plus \$1,415.93 (Sales tax on Space Cap)

Truck Replacements 2,4,5: Total Cost each: \$95,000 (Rush quote) with Stiles bed.

Truck Replacement 3: Total Cost \$95,000 (Rush quote) minus \$58,010 (Insurance reimbursement) with Stiles bed for a net cost of \$37,000

**FISCAL IMPACT:** \$437,000 net of insurance proceeds

|  |           |                    |
|--|-----------|--------------------|
| Truck Replacement 1 & 2: Approved in 2023 Budget               | \$200,000 | GL 1-8-22-17-69917 |
| Truck Replacement 3: Capital Budget Adjustment of              | \$95,000  |                    |
| Truck Replacement 4 & 5: Approved Carry Forward of 2022 budget | \$200,000 |                    |

**ATTACHMENTS:**

- Space Cap for Truck 1 - Quote 1
  - Space Cap for Truck 1 - Quote 2
  - Space Cap for Truck 1 - Quote 3
  - Truck Replacement 1 - Quote 1 Haidlen
  - Truck Replacement 1 - Quote 2 Rush
  - Truck Replacement 1 - Quote 2a Rush In-stock
  - Truck Replacement 1 - Quote 3 Sonora
  - Truck Replacement 2 and 3 - Quote 1 Haidlen
  - Truck Replacement 2 and 3 - Quote 2 Rush
  - Truck Replacement 2 and 3 - Quote 3 Sonora
-

---

**Board Motion:**

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

**VOTE:**

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

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



**Fibrobec Inc.**

219, St-Georges


Beloeil QC (Canada) J3G 4N4

TEL: (450) 467-8611 FAX: (450) 467-1890

**PROPOSAL**

**230503020**

Valid for 30 days

| VENDU À - BILL TO  |   | LIVRÉ À - SHIP TO   |                |                         |            |
|--|---|---|----------------|-------------------------|------------|
| TRI DAM PROJECT<br>31885 OLD STRAWBERRY ROAD<br>STRAWBERRY CA US 95375 |   | TRI DAM PROJECT<br>31885 OLD STRAWBERRY ROAD<br>STRAWBERRY CA 95375 |                |                         |            |
| Project Name   |   | Shipped By  | Contact Name   | Email Address           | Cust #     |
|  |   | Third Party   | ALEX           | aflud@tridamproject.com | 1812120001 |
| Terms  | Salesperson   | Bill To Tel   | Ship To Tel    | Date                    | Pages      |
| Net 30 jr/Days   | West  | (209) 728-7522  | (209) 728-7522 | 2023-05-03              | 1 of 2     |
| Qty  | Description   | Retail Price  | Discount       | Net Price               | Extension  |
| 1  | 03-1800 DIABLO 8 FOOT FOR YOUR FORD F-250/350 RD 8' Reg. 2023  | 9,735.00  |                | 9,735.00                |            |
| 1  | 33-0002 SINGLE DROP-DOWN RACK DIABLO PS P-ERGO **FOR ONE EXTENSION LADDER**   | 2,985.00  |                | 2,985.00                |            |
| 1  | 31-0263 PLUMBER ELECTRICIAN PACKAGE DIABLO 8'   | 4,325.00  |                | 4,325.00                |            |
| 1  | 35-0002 24" ALUMINUM FOOTSTEP   | 260.00  |                | 260.00                  |            |
| 1  | 91-0358 2023+ F250/F350 REGULAR BACKUP CAMERA   | 405.00  |                | 405.00                  |            |
| 1  | 70-0189 METAL INSTALLATION KIT (A)  | 420.00  |                | 420.00                  |            |
| 1  | TRSP Transport **FINAL COST DETERMINED AT THE TIME OF SHIPPING**  | 1,400.00  |                | 1,400.00                |            |
| <b>TOTAL PER UNIT:</b>   |   | 19,530.00   |                | 19,530.00               |            |

CONDITIONS

LES INDUSTRIES FIBROBEC IN. (FIBROBEC) remains the sole and only owner of the above mentioned goods until full payment by the customer in capital and interest. The customer releases FIBROBEC of any claim in damages regarding any manufacturing or intallation defect, FIBROBEC's liability being only limited, at its option, to the repairing or replacement of said goods. Any return of goods shall be necessarily preauthorized by FIBROBEC. An interest of 24% per year (2%per month) will be charged on all overdue accounts.

**Signature:** \_\_\_\_\_





**Fibrobec Inc.**  
 219, St-Georges  
 Beloeil QC (Canada) J3G 4N4  
 TEL: (450) 467-8611 FAX: (450) 467-1890

**PROPOSAL**

**230503020**

Valid for 30 days

| VENDU À - BILL TO  |                  |              | LIVRÉ À - SHIP TO   |                         |            |            |
|--|------------------|--------------|---|-------------------------|------------|------------|
| TRI DAM PROJECT<br>31885 OLD STRAWBERRY ROAD<br>STRAWBERRY CA US 95375 |                  |              | TRI DAM PROJECT<br>31885 OLD STRAWBERRY ROAD<br>STRAWBERRY CA 95375 |                         |            |            |
| Project Name   |                  | Shipped By   | Contact Name  | Email Address           |            | Cust #     |
|  |                  | Third Party  | ALEX  | aflud@tridamproject.com |            | 1812120001 |
| Terms  | Salesperson      |              | Bill To Tel   | Ship To Tel             | Date       | Pages      |
| Net 30 jr/Days   | West             |              | (209) 728-7522  | (209) 728-7522          | 2023-05-03 | 2 of 2     |
| Qty  | Description      | Retail Price | Discount  | Net Price               | Extension  |            |
|  | Proposal Summary |              |   |                         |            |            |
| 1  | DIABLO 8 FOOT    | 19,530.00    |   | 19,530.00               | 19,530.00  |            |

CONDITIONS

LES INDUSTRIES FIBROBEC IN. (FIBROBEC) remains the sole and only owner of the above mentioned goods until full payment by the customer in capital and interest. The customer releases FIBROBEC of any claim in damages regarding any manufacturing or intallation defect, FIBROBEC's liability being only limited, at its option, to the repairing or replacement of said goods. Any return of goods shall be necessarily preauthorized by FIBROBEC. An interest of 24% per year (2%per month) will be charged on all overdue accounts.

**Signature:** \_\_\_\_\_

|            |                 |                  |
|------------|-----------------|------------------|
|            | <b>SubTotal</b> | <b>19,530.00</b> |
|            |                 |                  |
| <b>USD</b> | <b>TOTAL</b>    | <b>19,530.00</b> |



Quote ID: Q16604

Rev: 0

P.O. Box 3265  
Des Moines, IA 50316

Quote Date: 5/30/2023

Quote Valid Until: 6/6/2023

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 1 of 1

Customer: 99999

Tri Dam Project  
31885 Old Strawberry Road

Strawberry, CA 95375

Contact: Alex Flud

Phone: (209) 728-8522

Email: aflud@tridamproject.com

Salesperson: Inside Sales

|                   |                         |                        |                     |
|-------------------|-------------------------|------------------------|---------------------|
| <b>Make:</b> Ford | <b>Model:</b> SuperDuty | <b>Year:</b> 2023      | <b>Single/Dual:</b> |
| <b>Cab Type:</b>  | <b>Wheelbase:</b> 0     | <b>Cab-to-Axle:</b> 56 | <b>VIN:</b>         |

FURNISH ONLY:

- (1) 03-1800 SPACE KAP DIABLO NET PRICE: \$10,630.00
  - (1) 33-0002 SINGLE DROP-DOWN LADDER RACK  
DIABLO PS P-ERGO (EXTENSION LADDER) NET PRICE: \$ 3,285.00
  - (1) 31-0263 PLUMBER ELECTRICIAN PACKAGE NET PRICE: \$ 4,450.00
  - (1) 35-0002 24" ALUMINUM FOOTSTEP NET PRICE: \$ 260.00
  - (1) 91-0358 REGULAR BACK UP CAMERA-23 FORD SD NET PRICE: \$ 405.00
  - (1) 70-0189 METAL INSTALLATION KIT NET PRICE: \$ 420.00
  - (1) TRANSPORTATION TO CALIFORNIA \*\*ESTIMATE ONLY\*\* NET PRICE: \$ 1,400.00
- SUB TOTAL: \$20,850.00**

**PAYMENT IN FULL REQUIRED PRIOR TO SHIPMENT.**

Customer must fill out the information below before the order can be processed...

|              |  |
|--------------|--|
| Accepted by: |  |
| Date:        |  |
| P.O. Number: |  |

\* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

\* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

\* Sales Tax is not included unless otherwise noted.



237 South Main St  
 East Windsor, CT 06088  
 Phone: 860-968-7934 Fax: 860-623-4109

# Quotation

DATE 5/30/2023

Quotation For: Tri Dam Project 31885 Old Strawberry Rd Strawberry, CA 95375

Quotation valid until: 6/29/2023

Prepared by: Mike



| SALESPERSON | VIN# | YEAR MAKE | MODEL   | CAB STYLE | BED LENGTH |
|-------------|------|-----------|---------|-----------|------------|
| Mike        |      | FORD      | 250/350 | REG       | 8'         |

| QUANTITY | DESCRIPTION  | PART #    | UNIT PRICE   | TAXABLE? | AMOUNT       |
|----------|--|-----------|--------------|----------|--------------|
| 1        | DIABLO WALK IN UNIT FOR 8' BED                                   | 03-1800   | \$ 10,425.00 |          | \$ 10,425.00 |
| 1        | SINGLE EXTENSION DROP DOWN LADDER RACK                           | 33-0002   | \$ 3,315.00  |          | \$ 3,315.00  |
| 1        | PLUMBER/ELECTRICIAN PACKAGE DIABLO 8'                            | 31-0263   | \$ 4,500.00  |          | \$ 4,500.00  |
| 1        | 24" ALUMINUM FOOTSTEP  | 35-0002   | \$ 260.00    |          | \$ 260.00    |
| 1        | 2023+ F250/F350 REGULAR BACK UP CAMERA                           | 91-0358   | \$ 405.00    |          | \$ 405.00    |
| 1        | METAL INSTALLATION KIT   | 70-0189   | \$ 420.00    |          | \$ 420.00    |
| 1        | TRSP TRANSPORT **FINAL COST DETERMINED AT THE TIME OF SHIPPING** | TRANSPORT | \$ 1,400.00  |          | \$ 1,400.00  |
|          |  |           |              |          |              |
|          |  |           |              |          |              |
|          |  |           |              |          |              |
|          |  |           |              |          |              |
|          |  |           |              |          |              |
|          |  |           |              |          |              |
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|          |  |           |              |          |              |
|          |  |           |              |          |              |
|          |  |           |              |          |              |
|          |  |           |              |          |              |

|           |              |
|-----------|--------------|
| SUBTOTAL  | \$ 20,725.00 |
| TAX RATE  | 6.35%        |
| SALES TAX | \$ -         |
| OTHER     | \$ -         |
| TOTAL     | \$ 20,725.00 |

A 50% DEPOSIT IS REQUIRED ON ALL RETAIL ORDERS

Please sign and date to approve quote: X \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

# Business Office

## TRI-DAM PROJECT DISTRICT

PO BX 1158, 31885 OLD STRAWBERRY RD, PINECREST, CA, 95364

Home: (209) 753-8008 Cell:

Email:

County: TUOLUMNE



Stock #

| APR  | Finance Chg | Amt Financed | Total Payments | Tot Sale Price |
|------|-------------|--------------|----------------|----------------|
| .000 | .00         | 70,027.74    | 70,027.74      | 70,027.74      |

1 Payments of 70,027.74  
Beginning 05/08/23  
Total Down .00

| Item          | Amount    | Item        | Amount     |
|---------------|-----------|-------------|------------|
| Selling Price | 65,170.00 | TUOLUMNE CO | 4,730.99 ^ |
| Document Fee  | 85.00     | Tire Tax    | 8.75       |
| EVR           | 33.00     |             |            |



**Preview Order 3343 - X3B 4x4 Super Cab SRW :** Order Summary Time of Preview: 05/08/2023 10:41:19 Receipt: 5/8/2023

**Dealership Name :** Haidlen Ford, Inc.

**Sales Code :** F72500

|                      |               |                      |        |                     |           |                    |      |
|----------------------|---------------|----------------------|--------|---------------------|-----------|--------------------|------|
| <b>Dealer Rep.</b>   | ERICH HIDLLEN | <b>Type</b>          | Retail | <b>Vehicle Line</b> | Superduty | <b>Order Code</b>  | 3343 |
| <b>Customer Name</b> | I TRIDAM      | <b>Priority Code</b> | 19     | <b>Model Year</b>   | 2023      | <b>Price Level</b> | 340  |

| <b>DESCRIPTION</b>            | <b>MSRP</b> | <b>DESCRIPTION</b>             | <b>MSRP</b> |
|-------------------------------|-------------|--------------------------------|-------------|
| F350 4X4 SUPERCAB PICKUP/164  | \$50345     | 11300# GVWR PACKAGE            | \$0         |
| 164 INCH WHEELBASE            | \$0         | RAPID HEAT SUPPLEMENTAL HEATER | \$250       |
| OXFORD WHITE                  | \$0         | 50 STATE EMISSIONS             | \$0         |
| VINYL 40/20/40 SEATS          | \$0         | 120V/400W OUTLET               | \$175       |
| MEDIUM DARK SLATE             | \$0         | SNOWPLOW PREP/CAMPER PACKAGE   | \$305       |
| PREFERRED EQUIPMENT PKG.610A  | \$0         | INTERIOR WORK SURFACE          | \$140       |
| .XL TRIM                      | \$0         | JACK                           | \$0         |
| .AIR CONDITIONING -- CFC FREE | \$0         | UPFITTER SWITCHES              | \$165       |
| .AM/FM STEREO MP3/CLK         | \$0         | 410 AMP ALTERNATOR             | \$0         |
| 6.7L POWER STROKE V8 DIESEL   | \$9995      | REMOTE START SYSTEM            | \$250       |
| 10-SPEED AUTO TORQSHIFT       | \$0         | DUAL BATTERY                   | \$0         |
| 3.55 ELECTRONIC-LOCKING AXLE  | \$430       | XL CHROME PACKAGE              | \$225       |
| JOB #2 ORDER                  | \$0         | .FOG LAMPS                     | \$0         |
| CV LOT MANAGEMENT             | \$0         | .BOXLINK                       | \$0         |
| XL OFF-ROAD PACKAGE           | \$995       | FUEL CHARGE                    | \$0         |
| .33" OFF ROAD LT285/70R17 AT  | \$0         | PRICED DORA                    | \$0         |
| .SKID PLATES                  | \$0         | DESTINATION & DELIVERY         | \$1895      |

|                        | <b>MSRP</b> |
|------------------------|-------------|
| TOTAL BASE AND OPTIONS | \$65170     |
| DISCOUNTS              | NA          |
| TOTAL                  | \$65170     |

**This order has not been submitted to the order bank.**

**This is not an invoice.**



**Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres**

1720 Hemdon Rd  
Ceres, CA 95307-4421  
205-541-3673

**Customer Proposal Letter**

Tri-Dam Project  
31985 Old Strawberry Rd  
Strawberry, CA 95375

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

**VEHICLE INFORMATION**

Year 2022 Make Ford Model F-350 Stock # 154029f Serial # 1FT7W3BT4NEG05249

| Quantity                               |                     | Total               |
|--|---------------------|---------------------|
| Truck Price per Unit                   | \$ 67,030.00        | \$ 67,030.00        |
| F.F.T. (Factory & Dealer Paid)         | \$ 0.00             |                     |
| <b>Net Sales Price</b>                 | <b>\$ 67,030.00</b> | <b>\$ 67,030.00</b> |
| Optional Extended Warranty(ies)        |                     |                     |
| State Sales Tax                        | \$ 4,887.32         | \$ 4,887.32         |
| Registration Fee                       | \$ 1,112.00         | \$ 1,112.00         |
| Documentary Fee                        | \$ 80.00            | \$ 80.00            |
| Administration Fee                     | \$ 250.00           | \$ 250.00           |
| Electronic Filing                      | \$ 33.00            | \$ 33.00            |
| Time Recycling Program                 | \$ 8.75             | \$ 8.75             |
| <b>Total Sales Price</b>               | <b>\$ 73,401.07</b> | <b>\$ 73,401.07</b> |
| Trade Allowance (see DISCLAIMER Below) |                     |                     |
| Deposit / Down Payment                 |                     |                     |
| <b>Unpaid Balance Due on Delivery</b>  | <b>\$ 73,401.07</b> | <b>\$ 73,401.07</b> |

Sales Representative

Signature

Adrian Sakado Bravo

Printed Name

5-31-2023

Date

Purchaser

Signature

Printed Name / Title

Title

Accepted by Sales Manager  
or General Manager

Signature

Printed Name

Title

Quote good until 6/30/2023

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order placed on this Proposal is subject to Customer accepting Dealer's standard form Retail Sales Order and other required documents incorporated by its attached terms. An additional fee (FET, State Tax, Title, registration) is additional has not been included and change. This Proposal is based upon Dealer's current standard inventory, which is subject to change. Dealer is not obligated to have any specific vehicle in stock and may change specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event of a vehicle or a vehicle with requested delivery schedule. Manufacturer has reserved the right to change the order to Dealer of any price not covered in Dealer's stock, without notice to Dealer. Dealer reserves the right to change Dealer's total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in processing or inability to provide quoted vehicles. Above listed trade value based upon current approved TrueCar vehicle. Dealer may adjust Trade Value of Trade Vehicle(s) to reflect change in condition and/or change of Trade Vehicle(s) between date of initial approval and date of Trade Vehicle(s) delivery.

\*1 Includes subscription period for 120 days. \*\* Customer's use of RushCard Service is governed by the RushCard User Agreement located at [www.rushcard.com/customer-service](http://www.rushcard.com/customer-service). \*\*\* Customer's use of Trade-In Service is governed by separate 3<sup>rd</sup> party company and Rush is not liable for the "Merchandise Service". \*\*\*\* Cash coverage is provided and administered by an unaffiliated 3<sup>rd</sup> party provider under a separate contract directly between Customer and the 3<sup>rd</sup> party provider.



# Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Hemlock Rd  
Ceres, CA 95307-4421  
209-541-3673

## Customer Proposal Letter

Til-Cam Project  
31885 Old Strawberry Rd  
Strawberry, CA 95375

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

### VEHICLE INFORMATION

Year 2023 Make Ford Model F-350 Stock # TBD Serial # TBD

| Quantity                               |                     | Total               |
|--|---------------------|---------------------|
| Truck Price per Unit                   | \$ 86,626.25        | \$ 86,626.25        |
| F.E.T. (Factory & Dealer Paid)         | \$ 0.00             |                     |
| Net Sales Price                        | \$ 86,626.25        | \$ 86,626.25        |
| Optional Extended Warranty(s)          |                     |                     |
| State Sales Tax                        | \$ 6,308.04         | \$ 6,308.04         |
| Documentary Fee                        | \$ 80.00            | \$ 80.00            |
| Administration Fee                     | \$ 250.00           | \$ 250.00           |
| Electronic Filing                      | \$ 37.00            | \$ 37.00            |
| Tire Recycling Program                 | \$ 10.75            | \$ 10.75            |
| <b>Total Sales Price</b>               | <b>\$ 93,308.04</b> | <b>\$ 93,308.04</b> |
| Trade Allowance (see DISCLAIMER Below) |                     |                     |
| Deposit / Down Payment                 |                     |                     |
| Unpaid Balance Due on Delivery         | \$ 93,308.04        | \$ 93,308.04        |

Sales Representative

Signature

Adnan Saicedo Bravo

Printed Name

Date

5-31-2023

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager  
or General Manager

Signature

Printed Name

Date

Quote good until 6/30/2023

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: This quotation and this Proposal is subject to conditions including Dealer's standard Retail Sales Order and other required documents incorporating the above terms. Any commentary, text, FRT, state or, title, registration and license fees subject to administrative change. This Proposal is subject to Dealer's standard suggested financing, which is subject to change. Dealer is not obligated to honor any specific vehicle stock nor maintain specific inventory levels. Dealer shall not be obligated to fulfill this Proposal to any specific vehicle(s) or to any specific delivery schedule. Manufacturer has reserved the right to change this offer to Dealer at any vehicle not currently in Dealer's stock without notice. Dealer and Dealer's reserves the right to change Dealer's credit terms and any other conditions here stated at any time. Dealer's credit is subject to pre-qualification and may be provided (Guaranteed) through Dealer's credit department approval. Dealer's credit terms may reflect Trade Value of Trade Vehicles, corrected changes in condition and/or changes in Trade Vehicle's condition. Dealer's credit approval and acceptance of this Trade Vehicle by Customer.

1. Invoiced/collected prior or at specified month. 2. Customer credit of Retail Sales Order is governed by the Retail Sales Order Agreement located at the time you purchase your vehicle and is not applicable. 3. Dealer's use of Trade Vehicle. Service agreement by vehicle's 3<sup>rd</sup> party manufacturer and Dealer is not liable for the Trade Vehicle. 4. Gas coverage is provided and is provided by an independent 3<sup>rd</sup> party provider and depends on local dealer's policies. Dealer and the 3<sup>rd</sup> party provider.



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Herndon Rd
Ceres, CA 95307-4421
209-541-3673

Customer Proposal Letter

Tri-Dam Project
31885 Old Strawberry Rd
Strawberry, CA 95375

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2023 Make Ford Model F-350 Stock # TBD Serial # TBD

Table with 3 columns: Description, Price per Unit, Total. Rows include Quantity, Truck Price per Unit (\$66,680.00), F.E.T. (\$0.00), Net Sales Price (\$66,680.00), State Sales Tax (\$4,861.94), Registration Fee (\$1,324.00), Documentary Fee (\$80.00), Administration Fee (\$250.00), Electronic Filing (\$33.00), Tire Recycling Program (\$10.75), Total Sales Price (\$73,239.69), Unpaid Balance Due on Delivery (\$73,239.69).

Sales Representative: Adrian SalcedoBravo
Purchaser:
Accepted by Sales Manager or General Manager:

Quote good until 6/30/2023 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



NO Scelzi Bed

| BUYER  | CO-BUYER     | Deal #:     | 13551      |
|--|--------------|-------------|------------|
| TRI-DAM PROJECT<br>PO BOX 1158<br>PINECREST, CA 95364-0158 |              | Deal Type:  | Retail     |
| Cell #: (209) 965-3998                                     |              | Deal Date:  | 05/08/2023 |
| Email: AFLUD@TRIDAMPROJECT.COM                             | Salesperson: | Print Time: | 02:02pm    |

| VEHICLE                                 |              |                 |      |          |
|---|--------------|-----------------|------|----------|
| New <input checked="" type="checkbox"/> | Stock #:     | Description:    | VIN: | Mileage: |
| Used <input type="checkbox"/>           | TRI-DAMORDER | 2023 FORD F-350 |      | 15       |
| Demo <input type="checkbox"/>           |              |                 |      |          |

| TRADE |  |
|-------|--|
|       |  |

| AFTERMARKETS               |              |                                 |              |
|----------------------------|--------------|---------------------------------|--------------|
|                            |              | Sale Price:                     | \$ 62,520.00 |
|                            |              | Total Financed Aftermarkets:    | \$ 0.00      |
|                            |              | Total Trade Allowance:          | \$ 0.00      |
|                            |              | Trade Difference:               | \$ 62,520.00 |
|                            |              | Doc Fee:                        | \$ 85.00     |
|                            |              | State & Local Taxes:            | \$ 4,538.86  |
|                            |              | Total License and Fees:         | \$ 41.75     |
|                            |              | Total Cash Prices:              | \$ 67,185.61 |
|                            |              | Total Trade Payoff:             | \$ 0.00      |
| <b>Total Aftermarkets:</b> | \$ 0.00      | <b>Delivered Price:</b>         | \$ 67,185.61 |
|                            |              | Cash Down Payment + Deposit:    | \$ 0.00      |
|                            |              | <b>Sub Total:</b>               | \$ 67,185.61 |
|                            |              | Service Agreement:              | \$ 0.00      |
|                            |              | Maintenance Agreement:          | \$ 0.00      |
|                            |              | GAP Insurance:                  | \$ 0.00      |
|                            |              | Credit Life, Accident & Health: | \$ 0.00      |
|                            |              | Other:                          | \$ 0.00      |
| Rate:                      |              | <b>Amount Financed:</b>         | \$ 67,185.61 |
| Amount Financed:           | \$ 67,185.61 |                                 |              |

# Business Office

## TRI-DAM PROJECT DISTRICT

PO BX 1158, 31885 OLD STRAWBERRY RD, PINECREST, CA, 95364

Home: (209) 753-8008 Cell:

Email:

County: TUOLUMNE



Stock #

| APR  | Finance Chg | Amt Financed | Total Payments | Tot Sale Price |
|------|-------------|--------------|----------------|----------------|
| .000 | .00         | 94,305.13    | 94,305.13      | 94,305.13      |

1 Payments of 94,305.13  
Beginning 05/08/23  
Total Down .00

| Item          | Amount    | Item        | Amount     |
|---------------|-----------|-------------|------------|
| Selling Price | 87,803.00 | TUOLUMNE CO | 6,371.88 ^ |
| Document Fee  | 85.00     | Tire Tax    | 12.25      |
| EVR           | 33.00     |             |            |



Preview Order 3344 - X3D 4x4 Super Cab DRW : Order Summary Time of Preview: 05/08/2023 10:40:50 Receipt: NA

Dealership Name : Haidlen Ford, Inc.

Sales Code : F72500

|               |               |               |        |              |           |             |      |
|---------------|---------------|---------------|--------|--------------|-----------|-------------|------|
| Dealer Rep.   | ERICH HIDLLEN | Type          | Retail | Vehicle Line | Superduty | Order Code  | 3344 |
| Customer Name | X XXXXX       | Priority Code | 19     | Model Year   | 2023      | Price Level | 340  |

| DESCRIPTION                   | MSRP    | DESCRIPTION                    | MSRP        |
|-------------------------------|---------|--------------------------------|-------------|
| F350 4X4 SUPERCAB PU DRW/164  | \$51830 | 14000# GVWR PACKAGE            | \$0         |
| 164 INCH WHEELBASE            | \$0     | RAPID HEAT SUPPLEMENTAL HEATER | \$250       |
| OXFORD WHITE                  | \$0     | 50 STATE EMISSIONS             | \$0         |
| VINYL 40/20/40 SEATS          | \$0     | 120V/400W OUTLET               | \$175       |
| MEDIUM DARK SLATE             | \$0     | SNOWPLOW PREP/CAMPER PACKAGE   | \$305       |
| PREFERRED EQUIPMENT PKG.620A  | \$0     | INTERIOR WORK SURFACE          | \$140       |
| .XL TRIM                      | \$0     | JACK                           | \$0         |
| .AIR CONDITIONING -- CFC FREE | \$0     | TRANS POWER TAKE-OFF PROVISION | \$280       |
| .AM/FM STEREO MP3/CLK         | \$0     | UPFITTER SWITCHES              | \$165       |
| 6.7L POWER STROKE V8 DIESEL   | \$9995  | 410 AMP ALTERNATOR             | \$0         |
| 10-SPEED AUTO TORQSHIFT       | \$0     | REMOTE START SYSTEM            | \$250       |
| LT245/75R17E BSW ALL-TERRAIN  | \$165   | DUAL BATTERY                   | \$0         |
| 4.10 RATIO LIMITED SLIP AXLE  | \$395   | XL CHROME PACKAGE              | \$225       |
| JOB #2 ORDER                  | \$0     | .FOG LAMPS                     | \$0         |
| CV LOT MANAGEMENT             | \$0     | .BOXLINK                       | \$0         |
| FX4 OFF-ROAD PACKAGE          | \$495   | FUEL CHARGE                    | \$0         |
| .SKID PLATES                  | \$0     | PRICED DORA                    | \$0         |
|                               |         | DESTINATION & DELIVERY         | \$1895      |
|                               |         |                                | <b>MSRP</b> |
| TOTAL BASE AND OPTIONS        |         |                                | \$66565     |
| DISCOUNTS                     |         |                                | NA          |
| TOTAL                         |         |                                | \$66565     |

This order has not been submitted to the order bank.

This is not an invoice.



Rush Medium-Duty Truck Centers of California, Inc. dba Rush Truck Center, Ceres

1720 Herndon Rd
Ceres, CA 95307-4421
209-541-3673

Customer Proposal Letter

Tri-Dam Project
31885 Old Strawberry Rd
Strawberry, CA 95375

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2023 Make Ford Model F-350 Stock # TBD Serial # TBD

Table with 3 columns: Description, Amount, Total. Rows include Quantity, Truck Price per Unit (\$86,626.25), F.E.T. (\$0.00), Net Sales Price (\$86,626.25), State Sales Tax (\$6,308.04), Documentary Fee (\$80.00), Administration Fee (\$250.00), Electronic Filing (\$33.00), Tire Recycling Program (\$10.75), Total Sales Price (\$93,308.04), and Unpaid Balance Due on Delivery (\$93,308.04).

Sales Representative: Adrian SalcedoBravo
Purchaser:
Accepted by Sales Manager or General Manager:

Quote good until 6/30/2023 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



Experience The Difference!

Date: 6/1/2023  
 Salesperson: Mike Nelson  
 Manager: Jacob Schader  
 Customer ID #: 40226353753

FOR INTERNAL USE ONLY

**BUSINESS NAME** Tri-Dam Project Home Phone : (209) 753-8008  
**CONTACT** Alex  
PO Box 1158  
 Address : PINECREST, CA 95364 Work Phone : (209) 965-3998  
TUOLUMNE  
 E-Mail : flashfludis@gmail.com Cell Phone : (209) 753-8008

**VEHICLE**

Stock # : TriDam Project New / Used : **New** VIN : \_\_\_\_\_ Mileage: \_\_\_\_\_  
 Vehicle : 2023 Ford F-350 Chassis Color : \_\_\_\_\_  
 Type : XL 4x4 SD Super Cab 168 in. WB DRW  
 Body Size : \_\_\_\_\_ Style : \_\_\_\_\_ Weight : 0 Unit Class : \_\_\_\_\_

|                            |           |
|----------------------------|-----------|
| Market Value Selling Price | 91,040.00 |
| Doc Fee                    | 85.00     |
| Tax                        | 6,606.56  |
| Non Tax Fees               | 956.75    |
| Cash Deposit               | .00       |
| Balance                    | 98,688.31 |

\*This menu is a quick reference only and is not a full summary of the terms, party responsibility, dealer cost, or Cancellation or claim procedures of any product or service. See individual product documentation for details.

Type Comments Here:

[Empty text box for comments]

# BOARD AGENDA REPORT

Date: June 15, 2023  
Staff: Summer Nicotero

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**SUBJECT:** Approve Resolution Authorizing the General Manager to Execute All Necessary Documents Related to the Acquisition of the Property at 14830 and 14800 Mono Way Sonora CA (APN # 043-110-026 & 043-110-032)

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**RECOMMENDED ACTION:** Approve Resolution 2023-07

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**BACKGROUND AND/OR HISTORY:**

In order for the Oakdale and South San Joaquin Irrigation Districts to acquire the property at 14830 and 14800 Mono Way Sonora CA. (APN# 043-110-026 & 043-110-032) the Board must delegate an individual to sign all documentation on behalf of the districts as it pertains to these properties. The following resolution designates the General Manager of the Tri Dam Project.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

- Resolution TDP 2023-07
- 

**Board Motion:**

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

**VOTE:**

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

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

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

**RESOLUTION NO. TDP 2023-07**

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY**

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

**WHEREAS**, the Oakdale Irrigation District and South San Joaquin Irrigation Districts, hereinafter referred to as the “Districts” may, under the provisions of Section 22500 of the Water Code, purchase of land/property/premises bearing APN’s 043-110-026 and 043-110-032, described as 14830 & 14800 Mono Way, Sonora, CA 95370 situated, at County of Tuolumne County, for the purpose of setting up of Tri-Dam’s Head Quarters; and

**WHEREAS**, the Districts are hereinafter referred to as “Buyer” the title holder of real property in the County of Tuolumne, hereinafter referred to as “Subject Property”; and

**WHEREAS**, The Billie Jean Tichenor Trust, hereinafter referred to as the title holder of real property in the County of Tuolumne, hereinafter referred to as “Subject Property”; pursuant to the terms approved by the Tri-Dam Board of Directors at their meeting held on June 15th, 2023; and

**WHEREAS**, it is in the best interest of the Districts that the “Subject Property” be purchased as outlined in the purchase agreement as follows:

1. Purchase price of one million, six hundred ninety-five thousand (\$1,695,000.00).
2. Buyer shall be responsible for all costs related to transfer, including but not limited to, closing costs, title fees, brokerage fees, survey costs, transfer fees, recording fees and administration costs as outlined in purchase agreement,
3. Sale to Buyer shall be not be contingent upon an appraisal and shall be in compliance with any Government Code requirements that are applicable to the proposed sale, and

**NOW, THEREFORE, BE IT RESOLVED** Summer Nicotero be and are hereby severally authorized to execute Sale Deeds & other Agreements and to sign and present the said Sale Deeds, for Registration before Sub-Registrar or any other Competent Authority, to Grant the Receipts, to sign other related papers, forms, documents, Applications of all sorts, filings, and other required statements and papers, and to do each and everything in connection with the Registration of the above said sale deeds and /or notarizing the other Deeds or Agreements on behalf of the Districts regarding the Purchase of above-referred land/property/premises.

**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 June 2023 by the following vote:

**PASSED AND ADOPTED**, this 15th day of June 2023 by the following vote.

**OAKDALE IRRIGATION DISTRICT**

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom D. Orvis, President

\_\_\_\_\_  
Scot A. Moody, Secretary

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
Mike Weststeyn, President

\_\_\_\_\_  
Peter M. Rietkerk, Secretary



GENERAL MANAGER BOARD REPORT  
Summer Nicotero  
June 15, 2023

1. I have offered the rotational Supervisor positions to Brett Gordon (Operations Supervisor) and Daniel Hogue (Maintenance Supervisor). They have accepted and are getting settled into their new roles. I am grateful for their support as we continue to take on all that comes our way.
2. Susan and I will be attending a Lake Tulloch Shores Public forum on Saturday, June 10 in an effort to launch our summer recreation reminders for recreation activities.
3. I am working with the team to finalize the power pole replacement scope of work. We will be inspecting the poles later this week to ensure our required replacements are properly identified as we ready this project to go out to bid.
4. FEMA is conducting a site visit next week to assess our storm damage locations. I am working through the required submissions and questionnaires as we prepare these projects to go to bid. We have determined that several of the roadway repairs can be completed by staff and will be tracking time and equipment for reimbursement. At this time, Donnells access road (4700) remains closed due to unsafe roadway conditions for vehicles that do not have lifted 4X4 capability.
5. I have rolled out a Cybersecurity focused training program, Curricula, to all staff. This training material focuses on NERC Cyber Security awareness and will start the process of preparing for our Cyber Audit in August. I am also working with Archer Consultants to identify potential areas for improvement and to prepare the necessary documents due to NERC in July.
6. In the coming month staff will be working to update our budget for a mid-year review. We will present this update to the board once completed.
7. According to my GM contract, I am due for a six-month review in July. Since this meeting is in Strawberry and may have time constraints, I have asked the Board Presidents to move this to August. I will be distributing the review form to all board members in advance of the August meeting date.
8. I would like to take a moment to recognize our anniversaries this year. The following employees have worked with the Tri Dam Team for five years. Thank you for your service!
  - Kyle Stewart
  - Alex Flud
  - Jordan Wylie

OPERATIONS SUPERVISOR BOARD REPORT

June 15, 2023

**OPERATIONS:**

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

| <b>FACILITY</b> | <b>STORAGE</b> | <b>MONTH CHANGE</b> |
|-----------------|----------------|---------------------|
| Donnells        | 59,471         | 536                 |
| Beardsley       | 82,011         | 1350                |
| Tulloch         | 59,681         | 3,261               |
| New Melones     | 1,840,907      | 327,398             |

**Outages:**

| <b>Plant</b> | <b>Dates</b> | <b>Duration</b> | <b>Cause</b>   |
|--------------|--------------|-----------------|--|
| Donnells     | 5/9/23       | 16:17 hrs       | PG&E line fault, found bad 159x relay abandoned in place causing a false trip on the 152tx |
| Beardsley    | 5/9/23       | 6:59 hrs        | PG&E line fault  |
| Sandbar      | 5/9/23       | 8:25 hrs        | PG&E line fault  |

**Operations Report:**

**New Melones Inflows:**

Total inflows for water year 22/23 as of May 31: 1,639,970 A/F.

**District Usage:**

Total District usage for the water year 22/23 as of May 31: 125,723 A/F.

**Precipitation:**

Total precipitation for the month of May: 1.12 inches.

**Other Activities:**

1. Began the install and implementation of our new cyberlock keys and locks.
2. Provided a tour of Tulloch dam and powerhouse for 4th graders.
3. Daily checks all powerhouses.
4. New Powerplant Operators completed initial training and now on their respective shifts.
5. Continued irrigation for the districts.
6. Supported PG&E with 10 line clearances

**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     | <b>0.00</b> | <b>0.29</b> | <b>2.27</b> | <b>0.02</b> | <b>3.83</b> | <b>12.65</b> | <b>21.85</b> | <b>5.43</b> | <b>15.48</b> | <b>0.22</b> | <b>1.12</b> | <b>0.00</b> | <b>63.16</b> Current Year |
| Average     | 0.15        | 0.21        | 0.74        | 2.23        | 4.70        | 6.18         | 6.74         | 6.15        | 5.88         | 3.38        | 1.88        | 0.62        | 38.85                     |
| 2021-22 +/- | (0.15)      | 0.08        | 1.53        | (2.21)      | (0.87)      | 6.47         | 15.11        | (0.72)      | 9.60         | (3.16)      | (0.76)      | (0.62)      | 24.31                     |

ANNUAL AVERAGE **38.85**

INCHES +/- ANNUAL AVERAGE **24.31**

Updated as of 7-Jun-23

PERCENT OF ANNUAL AVERAGE **163%**

| June 5, 2023             | DRAINAGE<br>AREA<br>SQ. MILES | DRAINAGE<br>AREA<br>ACRES | WATER<br>IN<br>FEET | WATER<br>CONTENT<br>AC-FT | RECOVERY<br>AT<br>75% | RECOVERY<br>AT<br>70% | RECOVERY<br>AT<br>65%                   | RECOVERY<br>AT<br>60% | RECOVERY<br>AT<br>55%          | RECOVERY<br>AT<br>50% |
|--------------------------|-------------------------------|---------------------------|---------------------|---------------------------|-----------------------|-----------------------|---|-----------------------|--------------------------------|-----------------------|
| NO. FORK NEAR AVERY      | 163                           | 104,320                   | 6.208               | 647,619                   | 485,714               | 453,333               | 420,952                                 | 388,571               | 356,190                        | 323,809               |
| SO. FORK                 | 67                            | 42,880                    | 6.208               | 266,199                   | 199,649               | 186,339               | 173,029                                 | 159,719               | 146,409                        | 133,100               |
| MIDDLE FORK AT DONNELLS  | 230                           | 147,200                   | 6.208               | 913,818                   | 685,363               | 639,672               | 593,981                                 | 548,291               | 502,600                        | 456,909               |
| MIDDLE FORK AT BEARDSLEY | 309                           | 197,760                   | 6.208               | 1,227,694                 | 920,771               | 859,386               | 798,001                                 | 736,616               | 675,232                        | 613,847               |
| TOTAL                    |                               | 344,960                   |                     | 2,141,512                 | 1,606,134             | 1,499,058             | 1,391,983                               | 1,284,907             | 1,177,831                      | 1,070,756             |
| MELONES DRAINAGE AREA    | 904                           | 578,560                   |                     |                           |                       |                       | MELONES INFLOW TO DATE                  | 1,639,970             | June 1, 2023                   |                       |
|                          |                               |                           |                     |                           |                       |                       | PROJECTED SNOW RUNOFF<br>(65% RECOVERY) | 1,391,983             | Projected April to July runoff |                       |
| STORAGE ON JUNE 1, 2023  | MAX STOR                      | DIFFERNCE                 |                     |                           |                       |                       | UPSTREAM STORAGE RETENTION              | 50,000                |                                |                       |
| NEW MELONES              | 1,840,907                     | 2,419,523                 | (578,616)           |                           |                       |                       | PROJECTED MELONES INFLOW                | 2,981,953             |                                |                       |
| DONNELLS                 | 59,471                        | 64,325                    | (4,854)             |                           |                       |                       |   |                       |                                |                       |
| BEARDSLEY                | 82,011                        | 97,802                    | (15,791)            |                           |                       |                       |   |                       |                                |                       |
| NEW SPICER               | 137,409                       | 189,000                   | (51,591)            |                           |                       |                       |   |                       |                                |                       |
| TOTAL                    | 278,891                       | 351,127                   | (72,236)            |                           |                       |                       |   |                       |                                |                       |

## MAINTENANCE SUPERVISOR BOARD REPORT

Daniel Hogue

June 15, 2023

1. Completed Tuolumne County environmental health inspections
2. Damaged south main actuator stem covers removed and replaced.
3. FERC Recommended Tulloch spillway apron concrete repairs completed
4. Annual Tulloch spillway vegetation removal completed
5. Tulloch gate pedestal grout repair.
6. Loader and Grader PM's completed.
7. Strawberry Peak emergency generator repaired
8. Continued work required with project re-key and Cyber Audit web programming
9. Tulloch transfer breaker trip scheme coordinating
10. Black creek tower base installation started
11. Routine summer Tulloch reservoir maintenance
12. Continued work on PGE RTU points exchange
13. DSOD Inspection Donnells Dam completed. Exercised Low level outlet valve.

## REGULATORY AFFAIRS BOARD REPORT

Susan Larson

June 15, 2023

### FERC Compliance

- Hells Half Acre Road. Tri-Dam is awaiting the official “Decision Memo” from the USFS formally approving all aspects of the project and authorizing construction of the roadway improvements. Staff is reaching out daily to the USFS staff for updates. The next step will be to have P&P prepare the bidding documents, and to prepare, for construction in the summer/early fall of 2023.
- Tulloch 5 Year invasive species update. The aquatic invasive species mapping had to be updated, as that had not been done in past years. The report and map will be circulated to agencies for a 30-day review as required by license requirements, with a deadline for comments of June 15, 2023. Staff expects to file the plan with FERC immediately following the close of comment date, in advance of the June 27, 2023 deadline.
- Tulloch Day Use Site. Following Board authorization, the Notice of Completion was filed with the County of Calaveras on May 17, 2023. The Day Use Site is officially open, and receiving positive comments from users. Contracts with qualifying firms are in place for landscaping services, being performed each week and janitorial services multiple times each week.
- Part 12D Reports. Following receipt of comments by FERC staff, Tri-Dam filed the updated plan and schedule as required. The updated filing is currently under review.
- Beardsley Non-Capacity Amendment. Tri-Dam is currently working with FERC on this matter, following receipt of initial questions from FERC about the turbine capacity, and alignment with the generator rating.

### Permit and Other Assignments

Work on permits, site reviews and compliance questions for various properties at Tulloch. Respond to daily inquiries from the public. Permits, inspections and file documentation.

- Tulloch compliance matters, as required.
- Working on pending litigation matters, as required.
- The Natural Resources Intern will start work on June 12, 2023.



# Tri-Dam Project Generation & Revenue Report 2023

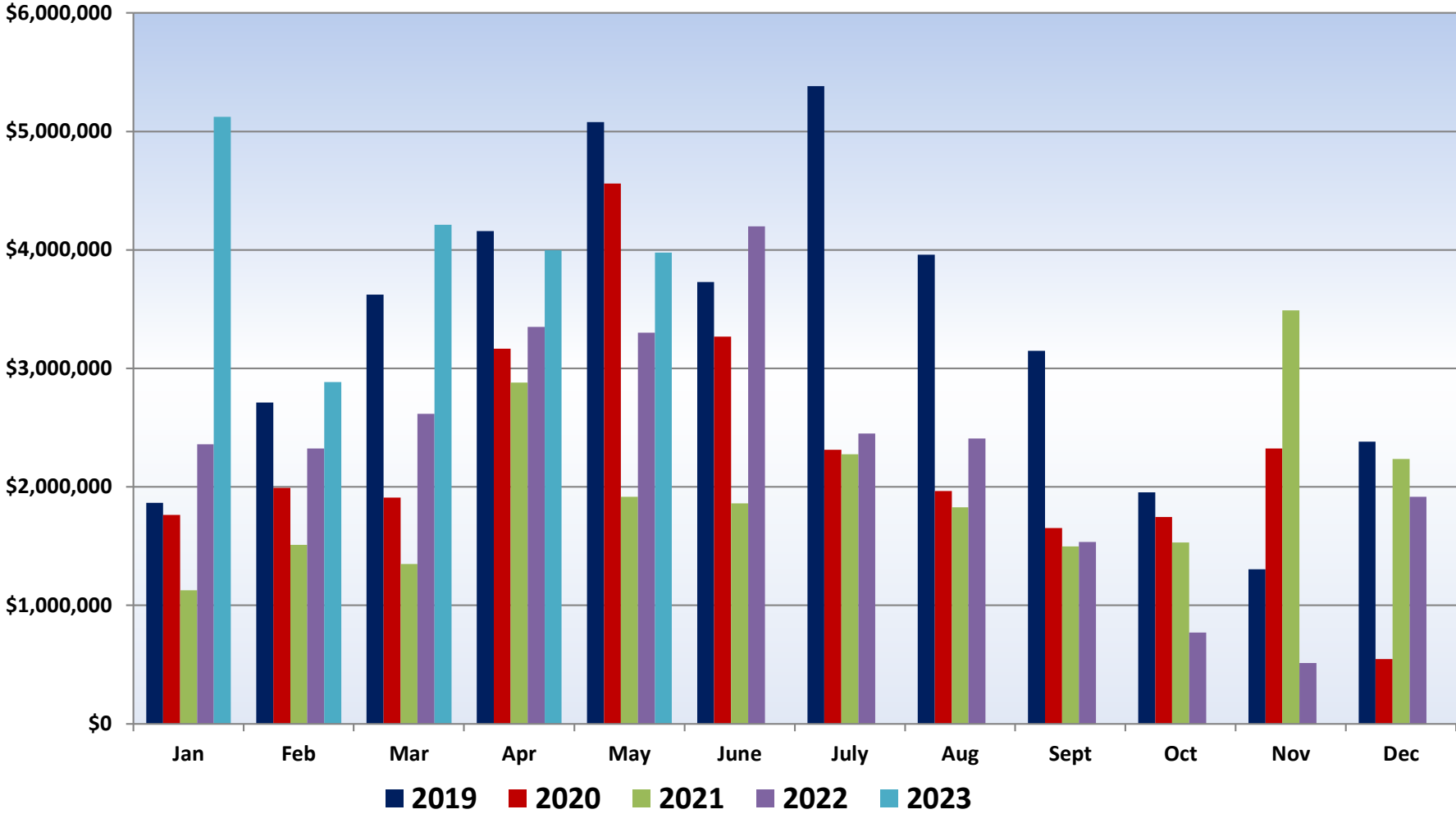
|              | <b>Donnells</b>                      |                                 |                                |                           | <b>Beardsley</b>                     |                                 |                           |                                      | <b>Tulloch</b>                  |                           |                                      |                                 | <b>Project Total</b>      |                                      |                                 |                           |
|--------------|--------------------------------------|---------------------------------|--------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------------------|---------------------------|
|              | Average<br>Generation<br>(1958-2018) | 2023 Net<br>Generation<br>(kWh) | Avoided<br>Generation<br>(kWh) | 2023<br>Energy<br>Revenue | Average<br>Generation<br>(1958-2018) | 2023 Net<br>Generation<br>(kWh) | 2023<br>Energy<br>Revenue | Average<br>Generation<br>(1958-2018) | 2023 Net<br>Generation<br>(kWh) | 2023<br>Energy<br>Revenue | Average<br>Generation<br>(1958-2018) | 2023 Net<br>Generation<br>(kWh) | 2023<br>Energy<br>Revenue | Average<br>Generation<br>(1958-2018) | 2023 Net<br>Generation<br>(kWh) | 2023<br>Energy<br>Revenue |
| JAN          | 17,389,989                           | 50,302,120                      | -                              | \$4,024,170               | 3,150,048                            | 8,075,579                       | \$646,046                 | 4,271,885                            | 5,667,702                       | \$453,416                 | 24,811,922                           | 64,045,400                      | \$5,123,632               | 24,811,922                           | 64,045,400                      | \$5,123,632               |
| FEB          | 17,229,608                           | 26,972,429                      | -                              | \$2,157,794               | 2,927,753                            | 7,428,960                       | \$594,317                 | 5,024,913                            | 1,668,267                       | \$133,461                 | 25,182,274                           | 36,069,657                      | \$2,885,573               | 25,182,274                           | 36,069,657                      | \$2,885,573               |
| MAR          | 23,070,659                           | 34,546,717                      | -                              | \$2,763,737               | 3,584,274                            | 8,181,638                       | \$654,531                 | 7,580,691                            | 9,910,971                       | \$792,878                 | 34,235,623                           | 52,639,326                      | \$4,211,146               | 34,235,623                           | 52,639,326                      | \$4,211,146               |
| APR          | 31,686,865                           | 27,387,689                      | -                              | \$2,191,015               | 4,717,464                            | 8,113,601                       | \$649,088                 | 10,811,027                           | 14,474,823                      | \$1,157,986               | 47,215,356                           | 49,976,113                      | \$3,998,089               | 47,215,356                           | 49,976,113                      | \$3,998,089               |
| MAY          | 41,216,149                           | 25,033,384                      | -                              | \$2,002,671               | 5,799,593                            | 8,186,918                       | \$654,953                 | 12,131,040                           | 16,481,291                      | \$1,318,503               | 59,146,782                           | 49,701,593                      | \$3,976,127               | 59,146,782                           | 49,701,593                      | \$3,976,127               |
| JUN          | 42,555,036                           | -                               | -                              | \$0                       | 6,336,073                            | -                               | \$0                       | 12,084,818                           | -                               | \$0                       | 60,975,928                           | -                               | \$0                       | 60,975,928                           | -                               | \$0                       |
| JUL          | 36,444,466                           | -                               | -                              | \$0                       | 6,629,514                            | -                               | \$0                       | 12,609,174                           | -                               | \$0                       | 55,683,154                           | -                               | \$0                       | 55,683,154                           | -                               | \$0                       |
| AUG          | 27,568,740                           | -                               | -                              | \$0                       | 6,269,748                            | -                               | \$0                       | 11,868,293                           | -                               | \$0                       | 45,706,781                           | -                               | \$0                       | 45,706,781                           | -                               | \$0                       |
| SEP          | 20,111,167                           | -                               | -                              | \$0                       | 5,223,523                            | -                               | \$0                       | 8,577,620                            | -                               | \$0                       | 33,912,310                           | -                               | \$0                       | 33,912,310                           | -                               | \$0                       |
| OCT          | 12,743,535                           | -                               | -                              | \$0                       | 3,752,220                            | -                               | \$0                       | 4,664,124                            | -                               | \$0                       | 21,159,879                           | -                               | \$0                       | 21,159,879                           | -                               | \$0                       |
| NOV          | 12,042,987                           | -                               | -                              | \$0                       | 2,794,775                            | -                               | \$0                       | 2,487,256                            | -                               | \$0                       | 17,325,019                           | -                               | \$0                       | 17,325,019                           | -                               | \$0                       |
| DEC          | 14,354,891                           | -                               | -                              | \$0                       | 3,713,920                            | -                               | \$0                       | 3,288,702                            | -                               | \$0                       | 21,357,513                           | -                               | \$0                       | 21,357,513                           | -                               | \$0                       |
| <b>Total</b> | <b>296,414,092</b>                   | <b>164,242,339</b>              | <b>-</b>                       | <b>\$13,139,387</b>       | <b>54,898,907</b>                    | <b>39,986,695</b>               | <b>\$3,198,936</b>        | <b>95,399,542</b>                    | <b>48,203,054</b>               | <b>\$3,856,244</b>        | <b>446,712,540</b>                   | <b>252,432,089</b>              | <b>\$20,194,567</b>       | <b>446,712,540</b>                   | <b>252,432,089</b>              | <b>\$20,194,567</b>       |

Note: Price per MWh is \$80.00

## Tri-Dam Power Authority - Sand Bar

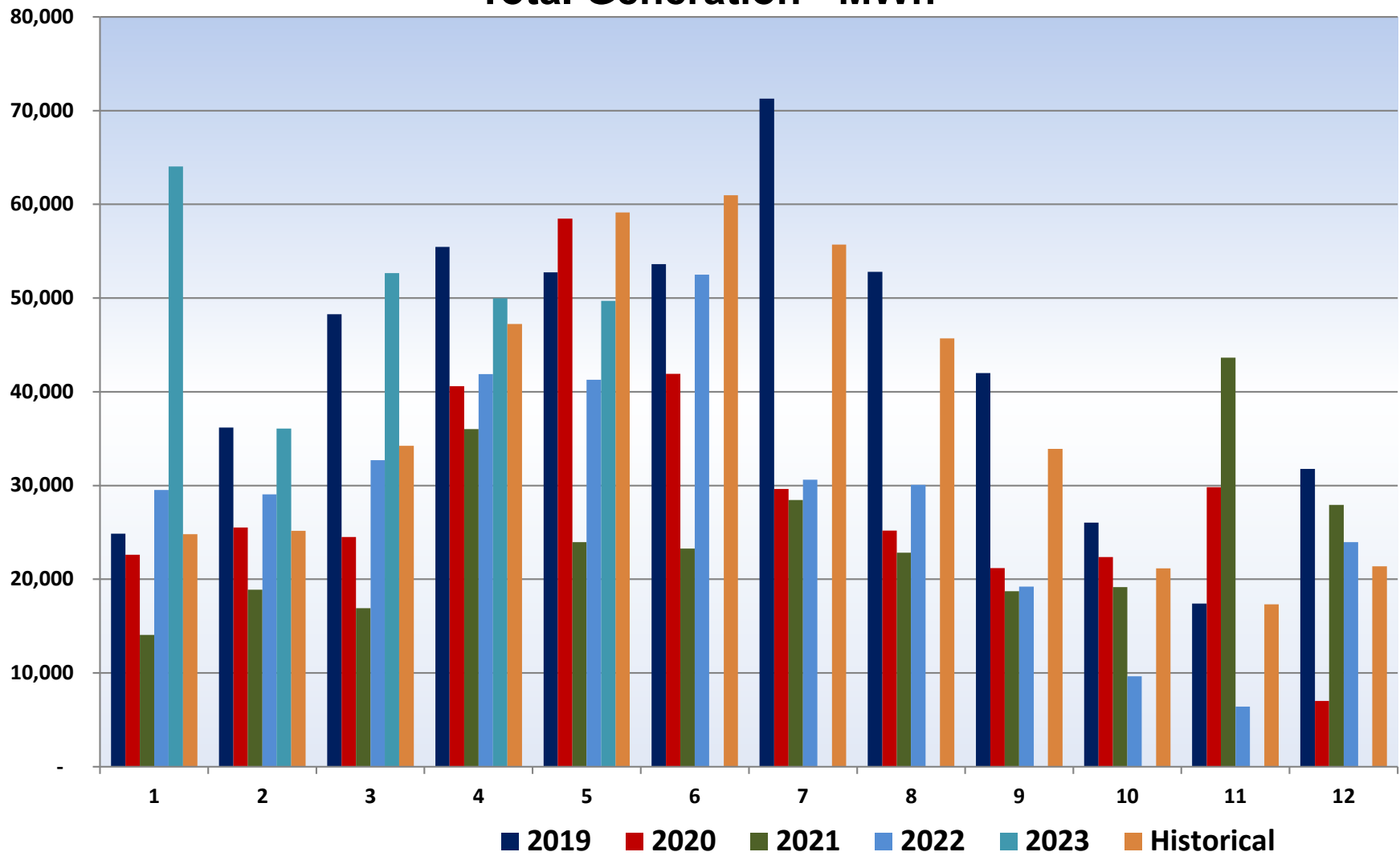
|              | Average<br>Generation<br>(1958-2018) | 2023 Net<br>Generation<br>(kWh) | 2023 Energy<br>Revenue | PG&E<br>Coordination<br>Payment | Total<br>Revenue   |
|--------------|--------------------------------------|---------------------------------|------------------------|---------------------------------|--------------------|
| JAN          | 4,663,654                            | 11,625,894                      | \$930,072              | \$0                             | \$930,072          |
| FEB          | 3,946,606                            | 10,595,708                      | \$847,657              | \$0                             | \$847,657          |
| MAR          | 5,290,014                            | 11,889,429                      | \$951,154              | \$0                             | \$951,154          |
| APR          | 6,873,822                            | 10,211,311                      | \$816,905              | \$0                             | \$816,905          |
| MAY          | 8,065,189                            | 11,577,399                      | \$926,192              | \$0                             | \$926,192          |
| JUN          | 8,750,023                            | -                               | \$0                    | \$0                             | \$0                |
| JUL          | 9,133,101                            | -                               | \$0                    | \$0                             | \$0                |
| AUG          | 8,560,581                            | -                               | \$0                    | \$0                             | \$0                |
| SEP          | 6,928,285                            | -                               | \$0                    | \$0                             | \$0                |
| OCT          | 4,898,944                            | -                               | \$0                    | \$0                             | \$0                |
| NOV          | 2,947,604                            | -                               | \$0                    | \$0                             | \$0                |
| DEC          | 5,554,123                            | -                               | \$0                    | \$0                             | \$0                |
| <b>Total</b> | <b>75,611,948</b>                    | <b>55,899,741</b>               | <b>\$4,471,979</b>     | <b>\$0</b>                      | <b>\$4,471,979</b> |

# Tri-Dam Project Generation Revenue

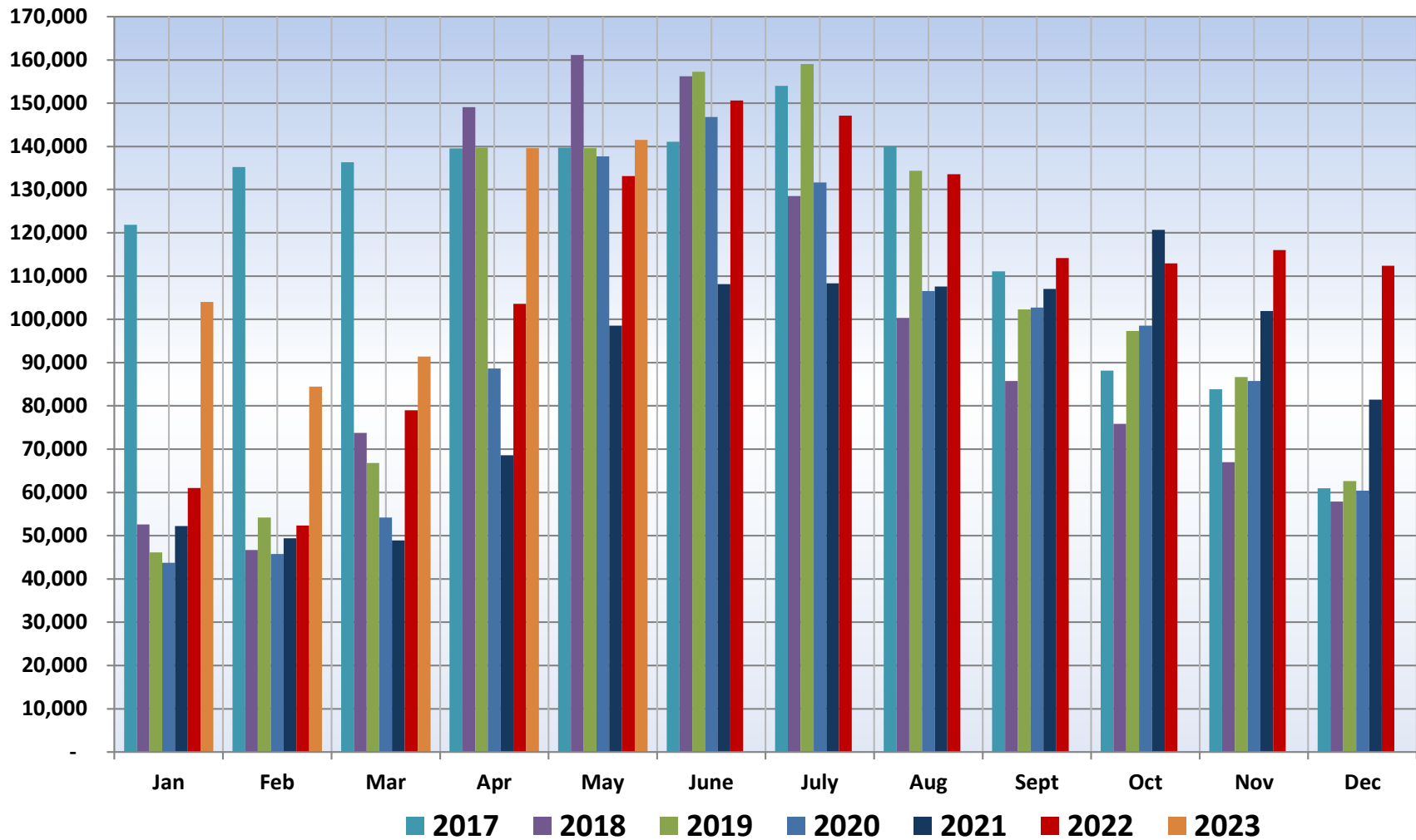




# Tri-Dam Project Total Generation - MWh



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



## WESTERN PRICE SURVEY

### [7] Energy Prices Diverge; Demand Down

Western natural gas and power prices moved in contrast to each other in the abbreviated trading period, with power prices increasing while gas values and demand decreased.

Demand on the California Independent System Operator grid peaked June 1 at 28,101 MW—almost 2,400 MW less than May 22, when the demand high was 30,483 MW. Total renewables on the CAISO grid peaked at 20,489 MW May 31. That same day, imports reached 8,448 MW and thermal generation was 5,762 MW.

Markets were closed Monday, May 29, in observance of Memorial Day.

Western natural gas hubs' values were generally lower over May 25 to June 1 trading. Hubs shed between 6 cents and 26 cents. El Paso-Permian lost the most value, down 26 cents to \$1.42/MMBtu, which was the lowest regional price. PG&E CityGate and Sumas natural gas were the exceptions. At the end of trading, they ticked up pennies. PG&E added 2 cents to reach \$2.85/MMBtu, which was the highest regional price, while Sumas inched up 4 cents to \$1.59/MMBtu.

National working natural gas in storage was 2,446 Bcf as of May 26, according to the U.S. Energy Information Administration. This is a net increase of 110 Bcf compared with the previous week.

Natural gas use in California eroded by 0.2 Bcf per day, or 6 percent, in the EIA's Wednesday-to-Wednesday report week, driven by a 0.2-Bcfd, or 26-percent, drop in natural gas used for electric generation. National natural gas use declined by 1.4 Bcfd, or 2.2 percent. Use was 62 Bcfd on average. Natural gas used for power generation fell 0.5 Bcfd, or 1.5 percent, according to the EIA.

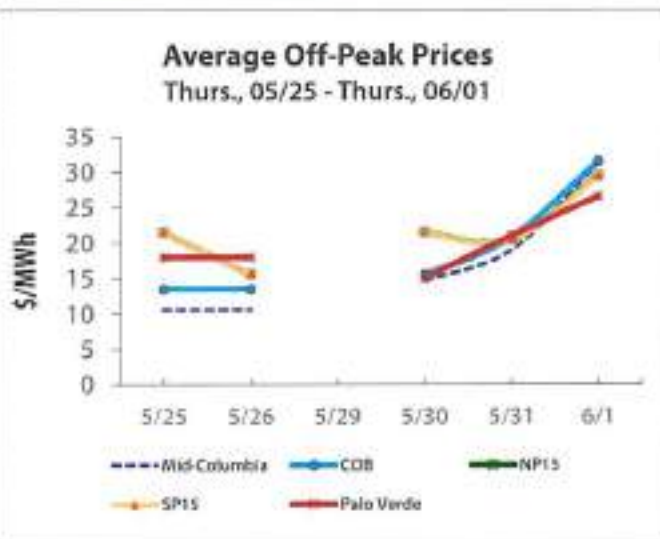
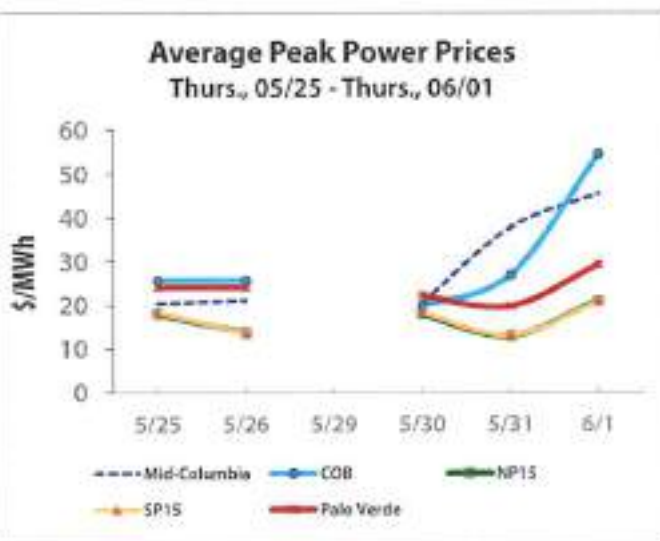
Western power prices—both peak and off-peak—perked up in the abbreviated trading period. California-Oregon Border peak power values surged, gaining \$28.75 to end at \$54.50/MWh in May 25 to June 1 trading. This was also the highest regional power price. Off-peak power values added between \$7.90 and \$20.60 in trading. Mid-Columbia added the most among Western hubs, up \$20.60 to \$31.20/MWh.

Palo Verde Unit 2 began its return to full operation at 3:20 p.m. Mountain time May 29 after being taken off line for a feed-water valve repair, according to Arizona Public Service spokesperson Mike Philipsen. It was fully operational as of June 1, according to the U.S. Nuclear Regulatory Commission.

**In May, the average high peak price at Henry Hub was \$2.59/MMBtu, \$6.91 less than in 2022 (see "Price Trends," next page).**

Western natural gas values dropped by between \$4.61 and almost \$7.80 year over year. PG&E CityGate gas lost the most value, tumbling from \$10.38/MMBtu in 2022 to a May 2023 high of \$2.57/MMBtu.

Average Western peak power prices for May also plunged compared with the year prior, when prices ranged from roughly \$88/MWh to almost \$115/MWh. Mid-C peak power fell the most year over year, down roughly \$71 to \$43.80/MWh. —*Linda Dailey Paulson*



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

|                | Thurs. 05/25 | Tues. 05/30 | Thurs. 06/01 |
|----------------|--------------|-------------|--------------|
| Henry Hub      | 2.22         | 2.11        | 1.78         |
| Sumas          | 1.55         | 1.60        | 1.59         |
| Alberta        | 2.05         | 1.96        | 1.93         |
| Malin          | 1.76         | 1.86        | 1.70         |
| Opal/Kern      | 1.74         | 1.94        | 1.61         |
| Stanfield      | 1.71         | 1.74        | 1.61         |
| PG&E CityGate  | 2.83         | 3.17        | 2.85         |
| SoCal Border   | 1.77         | 2.25        | 1.66         |
| SoCal CityGate | 1.99         | 2.54        | 1.86         |
| EP-Permian     | 1.68         | 1.74        | 1.42         |
| EP-San Juan    | 1.74         | 1.85        | 1.57         |

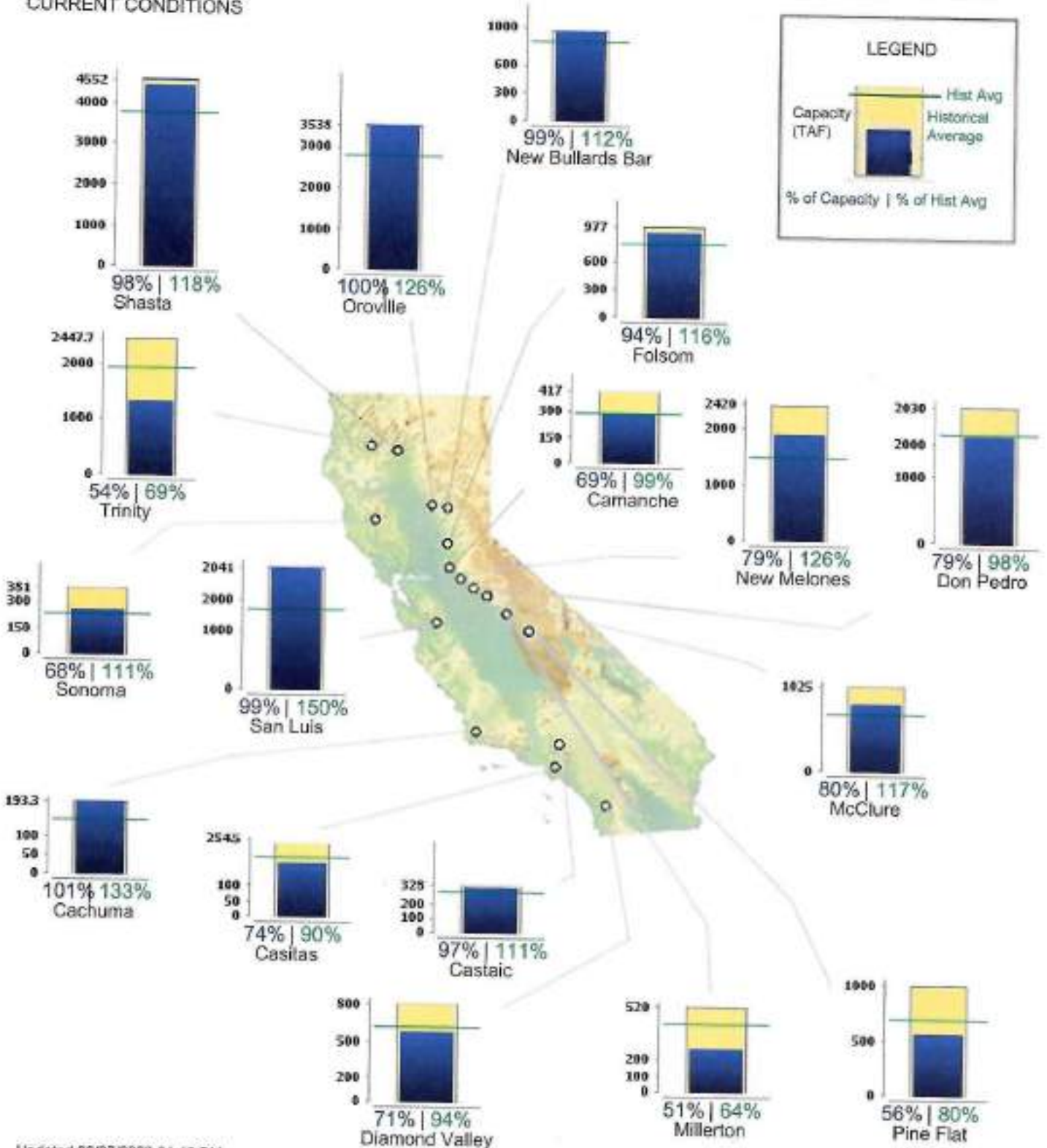
Power/gas prices courtesy Enerfax



# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS CURRENT CONDITIONS

Midnight - June 6, 2023







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1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-8300 • Fax: (209) 847-1925

June 7, 2023

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

**Re: May 2023 Invoices**

Dear Miss Nicotero:

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

**Oakdale RST Monitoring**

Rotary screw trap monitoring continued during May to estimate the abundance of juvenile Chinook salmon entering the predator study reach as available prey. More information regarding operations and catches at Oakdale is available in the enclosed San Joaquin Basin Field Report.

**Non-Native Investigation/ Predator Study**

The fourth of five planned sampling events was completed in mid-May. Sampling could not be conducted in the lowermost sites downstream of Caswell as the San Joaquin River is backed up into the Stanislaus posing risk to levees. This section remains closed to boating. The final sampling event is currently underway and expected to be completed June 9. More information regarding sampling during May is available in the enclosed San Joaquin Basin Field Report.

**Stock-recruit Analysis**

During May we continued to refine the data inputs for stock-recruit model development. Dr. Korman has fit initial models for juvenile production to Oakdale, survival from Oakdale to Caswell, and an integrated model which fits to both sites. We have reviewed and discussed preliminary results from each model and are adjusting some inputs for years when sampling was incomplete or results may be less certain due to differences in estimation methods to finalize the models.

We also received files on May 24 from the State Water Resources Control Board's preliminary stock-recruit analysis. Initial review did not identify any issues with the modeling approach. However, in addition to not considering production to Oakdale, a key difference between the models is that the SWRCB analysis only uses data through 2014, whereas our analysis includes data through 2022 reflecting the duration of the drought as well as additional wet years.

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

***Budget Summary***

| <b>2023</b>           | <b><i>RST Monitoring</i></b> | <b><i>Non-natives</i></b> | <b><i>O. mykiss Census</i></b> | <b><i>Stock-recruit</i></b> |
|-----------------------|------------------------------|---------------------------|--------------------------------|-----------------------------|
| <i>Jan</i>            | \$ 18,005.00                 | \$ 25,460.00              | \$ -                           | \$ 2,182.50                 |
| <i>Feb</i>            | \$ 23,655.85                 | \$ 67,771.62              | \$ -                           | \$ 2,712.50                 |
| <i>Mar</i>            | \$ 16,625.93                 | \$ 69,349.50              | \$ -                           | \$ 1,360.00                 |
| <i>Apr</i>            | \$ 16,800.77                 | \$ 36,640.42              | \$ -                           | \$ 4,015.00                 |
| <i>May</i>            | \$ 9,883.39                  | \$ 42,236.12              | \$ -                           | \$ 14,345.00                |
| <b>TOTAL</b>          | <b>\$ 84,970.94</b>          | <b>\$ 241,457.66</b>      | <b>\$ -</b>                    | <b>\$ 24,615.00</b>         |
| <i>Estimated 2023</i> | \$ 90,000.00                 | \$ 450,000.00             | \$ 60,000.00                   | \$ 165,000.00               |
| <i>Remaining</i>      | \$ 5,029.06                  | \$ 208,542.34             | \$ 60,000.00                   | \$ 140,385.00               |

Sincerely,

  
Andrea Fuller

## SJB May Field Report

### Juvenile Outmigration Monitoring

The Calaveras River rotary screw trap (RST) operated 17 days during May, and 54 young-of-the-year (YOY; <100 mm) and three age 1+ ( $\geq 100$  mm) *O. mykiss* were captured, increasing the combined (YOY, Age 1+ and adult) season total to 1,017 (Figure 1). A total of 411 fish have been implanted with Passive Integrated Transponder (PIT) tags this season. Additionally, four juvenile Chinook salmon were captured during the second half of May. These were the first juvenile salmon captured this year. One yearling Chinook salmon was captured in November.

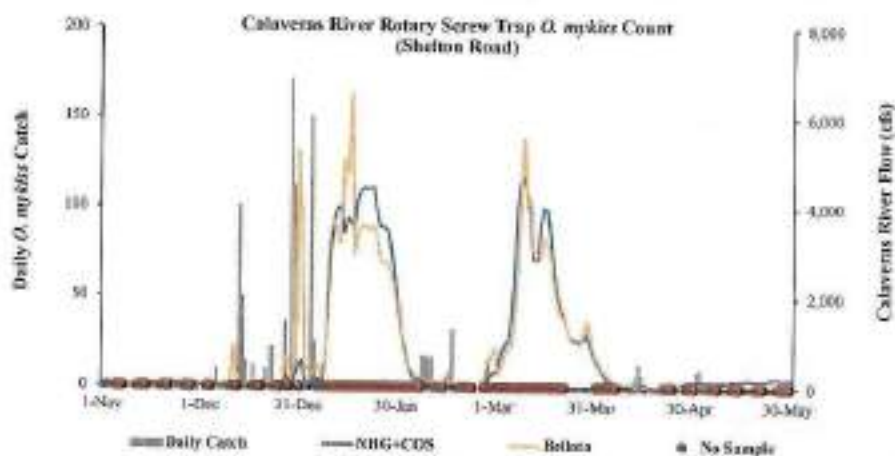


Figure 1. Daily *O. mykiss* and catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) and Bellota (MRS)

The Stanislaus River RST at Oakdale (RM 40) operated 18 days during May. A total of 801 juvenile Chinook salmon were captured during the month, increasing the season total to 55,075 (Figure 2A). Daily catch ranged from 5 to 66 Chinook during the month. During recent electrofishing surveys (NEP Study), juvenile Chinook were observed in most sites from just below the Oakdale Recreation Area downstream to Ripon. The Oakdale trap is operating during the week (M-F) and raised for the weekends.

The Stanislaus River RST at Caswell (RM 9) operated 28 days during May, and a total of 231 juvenile Chinook salmon were captured, increasing the season total to 2,205 (Figure 2B). The Caswell traps will be raised on weekends during the remainder of the sampling season as river traffic increases.

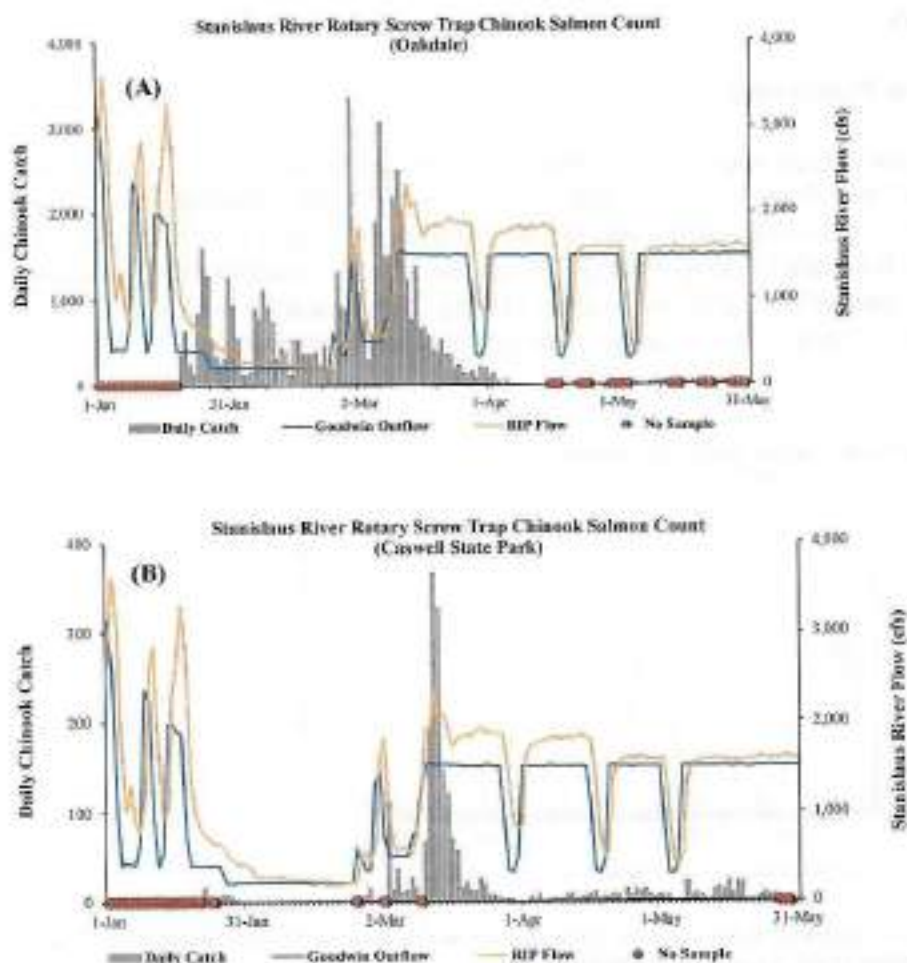


Figure 2. Daily Chinook salmon catch at the Stanislaus River rotary screw traps at Oakdale (A) and Caswell (B) and Stanislaus River flow at Goodwin Dam (GDW) and Ripon (RIP).

The Tuolumne River RST at Waterford (RM 30) operated 20 days during May. Releases from La Grange Dam were approximately 9,750 cfs throughout the month and only three juvenile Chinook salmon were captured, increasing the season total to 3,338 (Figure 3A). The Waterford trap will be raised on Fridays and lowered on Mondays for the remainder of the monitoring season.

The Tuolumne River RSTs at Grayson (RM 5) operated 20 days during May. River flow near Modesto was approximately 10,500 cfs throughout the month and only two Chinook salmon were captured, increasing the season total to 239 Chinook salmon (Figure 3B). Like the Waterford RST, the Grayson RSTs will operate during the week and will be raised on the weekends for the remainder of the season.



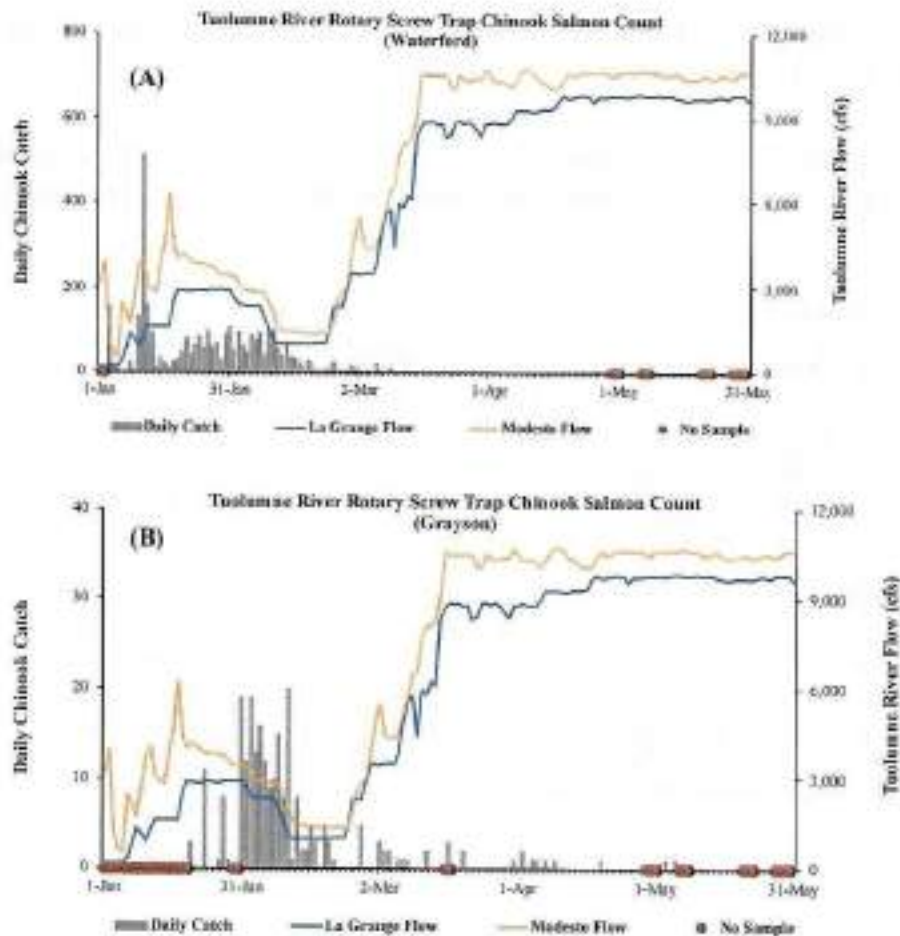


Figure 3. Daily Chinook salmon catch at the Tuolumne River rotary screw traps at Waterford (A) and Grayson (B) and Tuolumne River flow at La Grange (LGN) and Modesto (MOD).

## Native Fish Plan

### *Review of May Electrofishing*

The fourth sampling event was conducted over four days between May 9-12 using two jet boats. Only 30 units were sampled during the fourth sampling event (60 total site visits) due to river closures below Caswell (RM 9). Discharge levels at the Ripon USGS gauge averaged 1,571 cfs during the sampling events. A total of 223 target predatory fishes were captured. Of these, 93 were black bass (41%), 71 (32%) were native minnows (hardhead and pikeminnow), and 15 were striped bass (7%) (Table 1). The remainder of the fish comprised of sunfish (bluegill and redear sunfish) and catfish (bullhead, channel and white). A total of 145 predatory fish were marked with a Passive Integrated Transponder (PIT) tag during the fourth event. A total of 27 predatory fish were recaptured during the fourth sampling event. Diet samples were collected from 77 individual predators over the course of the sampling event. An additional 44 predator fish were checked but their stomachs were empty. Preliminary field observations identified several juvenile Chinook

salmon in the diet samples of striped and black bass. At least four juvenile Chinook were observed in the diet sample of one striped bass individual.

The fifth and final sampling event will be conducted the week of June 5. Similar to May only 30 units will be sampled due to prolonged river closures associated with high flows in the San Joaquin River.

**Table 1. Target species catch summary, 2023.**

| Species                      | Event 1<br>Jan. 31-<br>Feb. 10 | Event 2<br>Mar. 1-<br>Mar. 9 | Event 3<br>Apr. 3-<br>Apr. 6* | Event 4<br>May 9-<br>May 12* | Total | %   |
|------------------------------|--------------------------------|------------------------------|-------------------------------|------------------------------|-------|-----|
| Black bass                   | 281                            | 185                          | 46                            | 93                           | 605   | 44% |
| Hardhead (N)                 | 128                            | 98                           | 43                            | 49                           | 318   | 23% |
| Sacramento<br>pikeminnow (N) | 66                             | 71                           | 13                            | 22                           | 172   | 12% |
| Sunfish                      | 147                            | 31                           | 16                            | 35                           | 229   | 17% |
| Striped bass                 | 7                              | 7                            | 10                            | 15                           | 39    | 3%  |
| Catfish                      | 7                              | 3                            | 1                             | 6                            | 17    | 1%  |
| Sculpin (N)                  | 1                              | 3                            | 1                             | 0                            | 5     | <1% |
| Totals                       | 637                            | 398                          | 130                           | 229                          | 1,385 | -   |

N=Native; \*Sampling only from Oakdale to Caswell.

**TRI-DAM**

**POWER**

**AUTHORITY**

---

**REGULAR BOARD MEETING**  
**AGENDA**  
**TRI-DAM POWER AUTHORITY**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
**JUNE 15, 2023**  
Start time is immediately following the Tri-Dam Project meeting  
which begins at 9:00 AM

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

---

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)) ON MONDAY, JUNE 12, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)).

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

Members of the public may also submit public comments in advance by e-mailing [dbarnev@ssjid.com](mailto:dbarnev@ssjid.com) by 4:30 p.m., Wednesday, June 14, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

---

## **CALL TO ORDER**

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

## **PUBLIC COMMENT**

---

## **CONSENT CALENDAR**

## **ITEMS 1 – 2**

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

1. Approve the regular board meeting minutes of May 17, 2023.
2. Approve the May statement of obligations.

---

## **ACTION CALENDAR**

## **ITEMS 3 - 4**

3. Discussion and possible action to approve 2022 Audited Financial Statements – Presentation by C.J. Brown & Company.
4. Discussion and possible action to upgrade the GE EX2100 Exciter Control Operator Interface replacement.

---

## **ADJOURNMENT**

## **ITEMS 5 - 6**

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

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Genna Modrell

---

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

---

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

---

**BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Draft minutes attached.

---

**Board Motion:**

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

**VOTE:**

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

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

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

May 17, 2023  
Oakdale, California

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

President Spyksma called the meeting to order at 10:48 a.m.

**OID COMMISSIONERS**

**SSJID COMMISSIONERS**

**COMMISSIONERS PRESENT:**

ED TOBIAS  
HERMAN DOORNENBAL  
TOM ORVIS  
BRAD DeBOER  
LINDA SANTOS

JOHN HOLBROOK  
MIKE WESTSTEYN  
GLENN SPYKSMA  
DAVID ROOS  
DAVID KAMPER

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Vera Whittenburg, Finance Manager, Tri-Dam Project; Mia Brown, Counsel, SSJID; Tim O’Laughlin, Counsel.

**PUBLIC COMMENT**

No public comment.

**CONSENT CALENDAR**

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

**ITEM #2    Approve the April statement of obligations.**

Commissioner Weststeyn moved to approve items one and two on the consent calendar including one correction. Commissioner Doornenbal seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ACTION ITEMS**

**ITEM #3 Discussion and possible action to adopt Resolution TDPA 2023-06 for Designation of Bank Account Signatories on the California Local Agency Investment Fund (LAIF)**

President Spyksma presented Resolution TDPA 2023-06 Designation of Bank Account Signatories on the LAIF Account adding Finance Manager Vera Whittenburg and removing General Managers Peter Rietkerk and Scot Moody.

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

RESOLUTION NO. TDPA 2023-06

**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 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 Commissioners 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:

\_\_\_\_\_  
Summer Nicotero  
(NAME)  
General Manager/Secretary  
Tri-Dam Project  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
Vera Whittenburg  
(NAME)  
Finance Manager  
Tri-Dam Project  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
Sonya Williams  
(NAME)

\_\_\_\_\_  
Sharon Cisneros  
(NAME)



Finance and Administration Manager  
South San Joaquin Irrigation District

(TITLE)

(SIGNATURE)

Chief Financial Officer  
Oakdale Irrigation District

(TITLE)

(SIGNATURE)

Section 2. This resolution shall remain in full force and effect until rescinded by the Commissioners by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #4 Discussion and possible action to designate the date of one Tri-Dam Power Authority regular meeting in Strawberry.**

Glenn Spyksma presented July 20<sup>th</sup> in conjunction with the Project meeting.

Commissioner Orvis moved to approve as presented. Commissioner Doornenbal seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: None

**ITEM #5 Commissioner Comments**

None.

**ADJOURNMENT**

President Spyksma adjourned the meeting at 10:52 a.m.

The next Board of Commissioners meeting is scheduled for June 15, 2023, at the offices of South San Joaquin Irrigation District immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

\_\_\_\_\_  
Summer Nicotero, Secretary  
Tri-Dam Power Authority

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Genna Modrell

---

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

---

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

---

**BACKGROUND AND/OR HISTORY:**

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

**FISCAL IMPACT:** See Attachments

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

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**Board Motion:**

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

**VOTE:**

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

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

# Tri-Dam Power Authority

## Statement of Obligations

May 1, 2023 to May 31, 2023

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

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

**Total Obligations:** **7** **checks** **in the amount of** **\$50,331.00**  
(See attached Vendor Check Register Report)

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

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

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

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

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

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

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

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

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

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

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

To: Peter Rietkerk, SSJID General Manager:

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

TRI-DAM POWER AUTHORITY  
PRESIDENT,

TRI-DAM POWER AUTHORITY  
SECRETARY,

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

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

# Authority

## May Checks



| Check  | Vendor No | Vendor                     | Date       | Description              | Amount    |
|--------|-----------|----------------------------|------------|--------------------------|-----------|
| 208345 | 10011     | ADS LLC                    | 05/03/2023 | Flow Meter Console       | 28,220.00 |
| 208346 | 10467     | Mouser Electronics Inc.    | 05/03/2023 |                          | 135.40    |
| 208347 | 11343     | Tim O'Laughlin, PLC        | 05/03/2023 | Legal Matters            | 16,025.00 |
| 208348 | 11333     | C.J. Brown & Company, CPAs | 05/16/2023 | Audit Services           | 1,987.00  |
| 208349 | 10500     | OID ~ Routine              | 05/16/2023 | Admin / Finance Services | 3,208.80  |
| 208350 | 10516     | Pacific Gas & Electric Co. | 05/19/2023 |                          | 377.40    |
| 208351 | 10516     | Pacific Gas & Electric Co. | 05/25/2023 |                          | 377.40    |

Report Total: \$ 50,331.00

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Sharon Cisneros

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**SUBJECT: Tri-Dam Power Authority Fiscal Year 2022 Audited Financial Statements**

---

**RECOMMENDED ACTION:** Recommend Approval of Fiscal Year 2022 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 2022, the accounting firm C.J. Brown & Company CPAs (formerly Fedak & Brown, LLP) performed the audit for both Tri-Dam Project and Tri-Dam Power Authority. The purpose of the audit is to state an opinion with regards to the accuracy of the financial statements and results of operations.

A draft of the Financial Statements will be distributed separately.

**FISCAL IMPACT:** While there is no direct fiscal impact, receiving an unqualified audit opinion and reporting award is an indicator to external parties such as bond underwriters, granting agencies, and vendors of the Authority's financial policies and practices.

**ATTACHMENTS:** 2022 Annual Financial Report will be distributed under separate cover and will be available on our website once final.

---

**Board Motion:**

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

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)  
**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

# BOARD AGENDA REPORT

Date: 6/15/2023  
Staff: Summer Nicotero

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**SUBJECT:** Sandbar Powerhouse EX2100 Control Operator Interface (COI) Replacement

---

**RECOMMENDED ACTION:** Approve Capital Project to Purchase and Install OP-021836 Rev 1

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## BACKGROUND AND/OR HISTORY:

The existing GE EX2100 exciter control operator interface (COI) is obsolete and has been experiencing issues upon boot-up. The operators use this on a daily basis to adjust unit voltage as well as view alarms, watts, vars, and any other exciter control related items. Since the current COI is obsolete, GE Vernova supports the GraphEX-OI as a replacement.

This is a sole source quote. GE provides file conversion from our current COI and installs it into the GraphEX-OI. The GraphEX-OI interfaces directly with the GE EX2100.

We will not be needing item 2 optional installation services. Staff is capable of installation.

Note: Donnell's EX2100 COI has already failed and been replaced with the GraphEX-OI. TPH1 & TPH2 both have the obsolete GE EX2100 COI which we will be considering for replacement in 2024.

**Fiscal Impact:** Capital Project Budget Adjustment (was not carried over from 2022 budget) \$20,000

**ATTACHMENTS:** GE Vernova quote

---

## Board Motion:

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

## VOTE:

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

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

25 May 2023

Tri-Dam Project (Buyer)  
31885 Old Strawberry Rd.  
Strawberry Ca, 95375

**Dave Nierman**  
Senior Sales Manager  
Nexus Controls LLC  
1800 Nelson Road  
Longmont, CO 80501

**Attention:** Summer Nicotero

**Reference:** Verbal  
**Proposal:** OP-021836 Rev 1  
**Subject:** Tri-Dam Authority Sandbar Powerhouse  
EX2100 COI Replacement

Dear Eric,

Nexus Controls LLC (Seller), a General Electric business is pleased to provide this firm price quotation to Tri-Dam Authority to provide a new GraphEX-OI operator interface as replacement for the existing COI unit supporting an EX2100 on a hydroelectric generator at Sandbar Powerhouse. The details of the materials and services offered are provided in the pages following this letter.

Should you have any questions or require any additional information please do not hesitate to contact me.

Yours Sincerely,

Dave Nierman  
Senior Sales Manager  
Nexus Controls



## 1. Summary

Buyer has local Control Operator Interface (COI) unit associated with EX2100 exciter on Hydro Turbine Generator that is obsolete. Nexus Controls will provide hardware and software configured based on the unit's as-running software. This work does not include any other modifications not specifically mentioned in this proposal.

### 1.1. Hardware

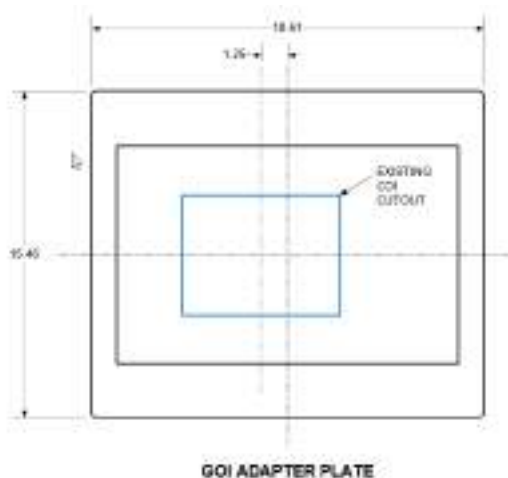
Seller will furnish one Operator Interface. The GraphEX-OI operator interface panel comes with a new graphical user interface that is easier to read, more intuitive, and optimized for touchscreen use. The 15.6 in. widescreen format allows for 45% more information to be displayed on the screen compared to previous models. Functions included with the GraphEX-OI include system monitoring, full control functions, and alarm management. The standard three screens (header bar, exciter control, and alarm) will be provided, as described in GEI-100725, section 4. The GraphEX-OI comes with a power adapter that connects Buyer provided 100-240 V AC 50/60 Hz input power to the required 24 VDC used by the GOI.



| Features                              | Benefits  |
|---------------------------------------|---|
| Enhanced graphical user interface     | Intuitive, user friendly, easier to view, and easier to operate   |
| Local or remote mounting              | Provides for monitoring and control to be located away from the generator control in a control room     |
| Full alarm monitoring                 | Maximizes the ability to see and react to alarms as they happen   |
| Generator capability curve indication | See where the generator is running and optimize generation output                                       |
| Large widescreen format               | Allows more data to be displayed on a single view, eliminating the need to page between several screens |

\*The capability curve is available at additional cost.

An adaptor plate is included to allow mounting in place of the COI using the existing panel cutout. The Buyer must verify the adaptor plate will fit the existing installation based on approximate dimensions given below:



### 1.2. Software

Seller will develop and load the GraphEX-OI with a configuration file specific to the unit.

### 1.3. Engineering

Seller will update the existing elementary and network topology drawings to reflect the COIs being upgraded to GOIs.

#### 1.4. Field Engineering Services

Field Engineering Services can optionally be provided to replace the existing unit with the new GOI, if the Buyer does not wish to self-perform the update. The Field Engineer will only disconnect and dismount the existing COI, then install the new GOI without modifying the existing panel, terminate power and ethernet, and checkout the GOI. This work can be performed while the unit is online. This proposal is based on all work, including travel, taking place on three consecutive weekdays not to exceed eight hours per day. **Note:** Due to limited scope and duration, any site-specific safety training by a third party or more than 30 minutes onsite for the Field Engineer is specifically excluded from this proposal. Additional hours or days will be billed as extra work according to the Services Rates in effect for Tier 5 at the time work is performed (2023 Services Rates attached for reference).

#### 1.5. Project Management

The Seller will provide a Project Manager as a single point of responsibility for communications to the Buyer. The Project Manager's responsibilities will include:

- a) Project scheduling and tracking for the project activities associated with the equipment upgrade
- b) Procurement and expediting of all equipment and services included in this proposal to insure a smooth project
- c) Coordination of engineering, test and startup activities for the equipment upgrade

All communication between Buyer/End-user and the Seller, including meetings, all documents, notes on drawings, instruction manuals, and submissions required under contract, shall be in the English language. Any language translation, if required, will be the responsibility of others. All meetings will be by telephone.

#### 1.6. Documentation

Instructions on how to backup and restore the GraphEX-OI are included in GEI-100725.

#### 1.7. Buyer's Responsibilities

This proposal is based on:

1. Buyer providing the as-running software from the affected unit or contracting for Services to perform the work on a Time and Materials Basis per the Services Rate Schedule (Tier 5) in effect at the time work is performed.

#### 1.8. Clarifications & Assumptions

- All additional or extra work will be performed in accordance with contract documents.
- Meetings will be by telephone.

#### 1.9. Proposed Scope and Pricing

| Item | Qty | Description                    | Price    |
|------|-----|--------------------------------|----------|
| 1    | 1   | GraphEX-OI - hardware only     | \$15,174 |
| 2    | LOT | Optional Installation Services | \$9,128  |

**Note:** The above price is in US Dollars and does not include taxes or duties.

#### 1.10. Project Schedule

Release for Shipment is expected to be 35-38 weeks after acceptance of order. Actual delivery may vary depending on the loading of the factory at the time of order.

*Please note that no design modifications, changes or adjustments are permitted beyond agreed "design freeze" date. In case Buyer insists on any such modification/change/adjustment beyond "design freeze" date, Seller shall be entitled for an appropriate price and schedule adjustment.*

#### 1.11. Delivery Terms

Seller shall deliver Products to Buyer FCA Factory (Incoterms 2020). Title and Risk of Loss shall pass to Buyer upon Delivery.

### 1.12. Terms of Payment

This proposal is based upon the following payment schedule:

#### Hardware & Engineering

|                                 |     |
|---------------------------------|-----|
| Nexus Controls Acceptance of PO | 20% |
| Delivery of Hardware            | 80% |

- a) Payment Terms are Net 30
- b) Pricing is in USD.
- c) As the Seller would like to make doing business easier, please take advantage of our Wire Transfer or ACH payment options by remitting payment using the following:

Account Name: Nexus Controls LLC (US Federal Tax ID: 27-1141938)  
Account Number: 352846304  
Bank Name: J.P. Morgan Chase Bank N.A.  
Bank Address: 1 Chase Manhattan Plaza, New York, United States, 10005  
ACH routing number: 021000021  
Wire routing number: 021000021  
SWIFT: CHASUS33  
D&B DUNS Number: 00-570-7769

### 1.13. Terms and Conditions

This proposal and commercial offer are subject to the below terms.

- General Electric Company Terms & Conditions for Sale/Licensing of Products, Parts, and/or Services (Emma) October 2022.
- General Electric Company Software License and Security Addendum to Terms & Conditions for Sale/Licensing of Products, Parts, and/or Services June 2019.

### 1.14. Purchase Order

Buyer's Purchase order shall provide the following deliverables:

- Purchase Order conforming to this proposal.

Note: Deviations from the proposal in Scope, Price, payment schedule, Terms and Conditions, Shipment Cycle, or Installation Cycle may cause delays or non-acceptance of Purchase Order.

- Site Specific Drawings and other data as detailed in this proposal.

NOTE: Submittal of these drawings prior to the Kickoff meeting will allow Seller's engineers to become familiar with the site-specific details and will make the meetings more efficient.

Buyer will issue Acknowledgement to Buyer Purchase order within 7 business days from receipt of 'acceptable' Purchase order.

The execution period of this contract starts from Seller's Order Acknowledgement date.

Upon the Buyer's decision to submit a purchase order, please address the Purchase order to:

Nexus Controls LLC  
1800 Nelson Road  
Longmont, CO 80501  
Att'n: Dave Nierman – Sales Manager

### 1.15. Validity

This Proposal will remain valid for **60** days from the date indicated in the cover page and may be modified or withdrawn at any time by the Seller prior to receipt of Buyer's acceptance.



Service rates applicable for work performed in:

United States of America

Nexus Controls LLC  
1800 Nelson Road  
Longmont, Colorado 80501

Rates Effective 3 April 2023

THIS RATE SCHEDULE PERTAINS ONLY TO THE SERVICES OFFERED IN THE FOLLOWING CONTRACT AND/OR QUOTATION, AND IS SUBJECT TO THE TERMS AND CONDITIONS THEREIN.

|  |   | Contract Number   | Quotation Number  |                  |                                 |                    |                                 |
|--|---|---|---|------------------|---------------------------------|--------------------|---------------------------------|
|  |   |   |   |                  |                                 |                    |                                 |
|  |   | <b>Published Rates</b>  |   |                  |                                 |                    |                                 |
| <b>HOURLY RATES</b>                                      | <b>Tier 5</b>                               | <ul style="list-style-type: none"> <li>Non-GeCoat Unit Control - Startup, Commissioning, Troubleshooting, Preventive Maintenance, Technical Director, Diagnostics, and Reports</li> <li>Cybersecurity - Installation &amp; Commissioning - Network Appliances (Firewall), Intrusion Detection/Prevention, Data Backup, Asset Visibility Tools) - for Power &amp; Oil &amp; Gas Markets</li> <li>Cybersecurity - Installation &amp; Commissioning - System/Operating Systems (Controlled HMI to Desktops, Backup, Patching, AV, Whitelisting, etc.) - for Power &amp; Oil &amp; Gas Markets</li> <li>Cybersecurity - Advanced Consulting Services (Asset Critical, Incident Response, Penetration Multi-Year Insulation, Ransomware) - 3rd Party executes this for cost</li> </ul> | USD 399.00  |                  |                                 |                    |                                 |
|  | <b>Tier 4</b>                               | <ul style="list-style-type: none"> <li>On-Call Unit Control - Startup, Commissioning, Troubleshooting, Preventive Maintenance, Technical Director, Diagnostics, and Reports</li> <li>Cybersecurity - Installation &amp; Commissioning - Network Appliances (Firewall), Intrusion Detection/Prevention, Data Backup, Asset Visibility Tools) - for Industrial Markets</li> <li>Cybersecurity - Installation &amp; Commissioning - System/Operating Systems (Controlled HMI to Desktops, Backup, Patching, AV, Whitelisting, etc.) - for Industrial Markets</li> </ul>  | USD 305.00  |                  |                                 |                    |                                 |
|  | <b>Tier 3</b>                               | <ul style="list-style-type: none"> <li>Installation &amp; Cell Labor Supervisor / Site Lead</li> <li>DCS - Installation, BMAP, Commissioning, Troubleshooting, Preventive Maintenance, Technical Director, Diagnostics, and Reports</li> <li>Cybersecurity - Installation &amp; Commissioning - Nexus On-Call Security Updates (Patching) - all systems</li> <li>Cybersecurity - Basic Consulting Services (Risk Red Assessment, Configuration Gap Assessments, Security Assessment, Paper Based Reports) - all markets</li> </ul>  | USD 275.00  |                  |                                 |                    |                                 |
|  | <b>Tier 2</b>                               | Cell Labor Support  | USD 215.00  |                  |                                 |                    |                                 |
|  | <b>Tier 1</b>                               | Mobilization, Job Prep & Travel   | USD 185.00  |                  |                                 |                    |                                 |
| <b>MULTIPLIERS</b>                                       | <b>Normal</b>                               | Normal work week (Monday through Friday) (non-holidays) for first 8 hours   | 1.0 x Base Rate   |                  |                                 |                    |                                 |
|  | <b>Overtime 1</b>                           | Voluntary, over 8 hours, but less than 12 hours   | 1.5 x Base Rate   |                  |                                 |                    |                                 |
|  | <b>Overtime 2</b>                           | Sundays, Public Holidays, over 12 hours, between 22:00 and 05:00 hrs  | 2.0 x Base Rate   |                  |                                 |                    |                                 |
|  | <b>Peak Season</b>                          | Peak multiplier applied to billable hours at the applicable site during the months of March, April, May, September, October and November  | 1.2 x Billable Rate   |                  |                                 |                    |                                 |
| <b>PREMIUMS</b>  | <b>Emergency Response</b>                   | When response is required within 48 hours and a support agreement is not in force   | USD 1,350.00 per event  |                  |                                 |                    |                                 |
|  | <b>Special Working Conditions:</b>          | Work on offshore platforms, vessels or work above the Arctic Circle   | USD 1,350.00 per day per employee   |                  |                                 |                    |                                 |
| <b>EXPENSES</b>  | <b>Travel Expenses (T&amp;E)</b>            | If any portion of day worked by representative responsible for providing services, includes hotel, meals, car rental or mileage   | <table border="1"> <tr> <td>49 Miles or Less</td> <td>USD 210.00 per day per employee</td> </tr> <tr> <td>More than 49 miles</td> <td>USD 460.00 per day per employee</td> </tr> </table> | 49 Miles or Less | USD 210.00 per day per employee | More than 49 miles | USD 460.00 per day per employee |
|  | 49 Miles or Less                            | USD 210.00 per day per employee   |   |                  |                                 |                    |                                 |
|  | More than 49 miles                          | USD 460.00 per day per employee   |   |                  |                                 |                    |                                 |
| <b>Commercial Transportation: Air travel &amp; train</b> |   | cost + 30% admin expense  |   |                  |                                 |                    |                                 |
| <b>Freight: Includes Shipping, and Excess Baggage</b>    |   | cost + 30% admin expense  |   |                  |                                 |                    |                                 |
| <b>FEES</b>  | <b>Labor for After Hours Parts Shipment</b> | Monday - Friday, 7:30pm - 7:00am Central Time, or all day on weekends/holidays  | USD 1,350.00 per event  |                  |                                 |                    |                                 |
|  | <b>Minimum Charge</b>                       |   | Eight (8) hours labor and T&E   |                  |                                 |                    |                                 |

**Terms and Conditions:**

- The quotation is for offer to sell and is based exclusively upon the items below and the Force Majeure, PRODUCTS AND/OR SERVICES TERMS AND CONDITIONS AND SOFTWARE LICENSE AND SOFTWARE LICENSE ADDENDUM TO PRODUCTS AND/OR SERVICES TERMS AND CONDITIONS (PSTC). Any order for services placed with Nexus Controls shall be considered an acceptance of the offer. Any additional terms or conditions in which a client will not be accepted. If you desire different terms, those terms must be negotiated prior to entering services.
- Hourly rates are subject to Rate Multipliers, Expenses and Special Premiums.
- Workweek shall consist of five (5) eight (8) hour days, only 110 hours per week, typically from 8:00 to 17:00 hrs, but may fall between 6:00 and 16:00 hrs depending on the customer's normal workweek.
- Weekends or holidays not worked but covered over, shall carry four (4) hours (two per day for each day/night), plus expenses.
- Standby for any 24 hour day or part thereof will be charged at 0 hours + applicable rate multiplier.
- Travel fees will be charged if the applicable hourly rate for the Field Service Representative's point of origin to the job site not return.
- Nexus Controls Field Service rates for MVI, MVA and ESD100 are only applicable when purchased in conjunction with an equipment purchase as part of a control system retrofit and to the location of the emergency center.
- Purchased Labor and Materials (PL&M) will be billed at cost plus 25%, including contract labor.
- Administrative fees for special complicated fees include involving preparation, involving requiring special test, special documentation, authorization codes, and/or parts upgrade are subject to an administrative fee per event.