

Steve Webb  
Frank Clark  
Gary Osmundson  
Herman Doornenbal  
Al Barios  
Oakdale Irrigation District Board of Directors

Dear Steve Webb,

This letter is to call your attention to what I believe was a substantial violation of a central provision of the Ralph M. Brown Act, one which may jeopardize the finality of the action taken by Oakdale Irrigation District Board of Directors.

The nature of the violation is as follows: The contract dated September 29, 2015 by Oakdale Irrigation District was never authorized by the Oakdale Irrigation District Directors or ratified by them as well. Nor was it ever agendized, giving the opportunity for the public to have comment and input as to the sale of Oakdale Irrigation District's water. Attached as Exhibit A is a summary of events and documentation relating to the violation.

The action taken was not in compliance with the Brown Act because there was no adequate notice to the public on an Oakdale Irrigation District posted agenda that the matter acted upon would be discussed, and there was no finding of fact made by the Oakdale Irrigation District's Board of Directors that urgent action was necessary on a matter unforeseen at the time the agenda was posted.

In the event it appears to you that the conduct of the Oakdale Irrigation District Board of Directors specified herein did not amount to the taking of action, I call your attention to Section 54952.6, which defines "action taken" for the purposes of the Act expansively, i.e. as "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance."

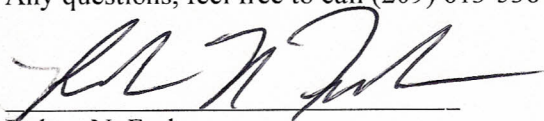
As you are aware, the Brown Act creates specific agenda obligations for notifying the public with a "brief description" of each item to be discussed or acted upon, and also creates a legal remedy for illegally taken actions—namely, the judicial invalidation of them upon proper findings of fact and conclusions of law.

Pursuant to that provision (Government Code Section 54960.1), demand is hereby made that the Oakdale Irrigation District Board of Directors cure and correct the illegal action taken as follows: immediately withdraw from any commitment made for the sale of the 11,500 acre/feet of water entered into by contract dated September 29, 2015, provide the public with the awareness and the opportunity to comment which it was deprived, a disclosure at a subsequent meeting of why individual members of the legislative body took the positions — by vote or otherwise — that they did, accompanied by the full opportunity for informed comment by members of the public at the same meeting, notice of which is properly included on the posted agenda. Any and all documents in the possession of Oakdale Irrigation District related to the action taken must be made available to the public on request.

As provided by Section 54960.1, you have 30 days from the receipt of this demand to either cure or correct the challenged action or inform me of your decision not to do so. If you fail to cure or correct as demanded, such inaction may leave me no recourse but to seek a judicial invalidation of the challenged

action pursuant to Section 54960.1, in which case I would also ask the court to order you to pay my court costs and reasonable attorney fees in this matter, pursuant to Section 54960.5.

Any questions, feel free to call (209) 613-5384.



Robert N. Frobose  
4333 Claus Rd.  
Modesto, Ca 95320

cc Bob Fores, Esq.

cc Tim O'Laughlin, Esq.

cc South San Joaquin Irrigation District

cc Tri-Dam

cc Stanislaus County Board of Supervisors

cc Stanislaus County District Attorney

## EXHIBIT A

1. The water sale contract entered into on September 29, 2015 by OID was never put on an OID calendar year 2015 meeting agenda. Reviewing the minutes from the Tri-Dam Project meeting of August 20, 2016, Item 6 does not mention anything clearly about a water sale.
2. On the August 20, 2015 Tri-Dam Project Regular Board Meeting Agenda Action Calendar, Item 6 states "Discussion and Possible Action Regarding a Fall Water Release in Cooperation with State and Federal Agencies." *How would the public have known that this item was relating to a water sale, especially given the fact that Tri-Dam has no water to sell?*
3. The minutes of August 20, 2015 clearly state in part "for the purpose of conducting business of the TRI-DAM PROJECT." *Therefore, again, giving the public an assumption that there would be no discussion of an OID water sale when it is a Tri-Dam business only and Tri-Dam has no water to sell.*
4. Around approximately October 12, 2015 the water sale began to break out in certain news agencies. One of the agencies, the Modesto Bee, quoted Steve Knell as saying, "It would not be good politics for us (to discuss publicly) because people are going to ask questions, we agreed we would do it all at the Tri-Dam."
5. On October 18, 2015 the Oakdale Irrigation District paid to put in a letter to the public signed by Steve Knell. One of the statements in the letter was, "The outline of the deal was presented to the Tri-Dam board in August. That 10 man board is made up of all the directors from the OID and SSJID. A unanimous vote directed staff to proceed with making such a deal. That was a public disclosure in open session.
6. Public minutes from November 14, 2000 Oakdale Irrigation District board meeting clearly shows then Frank Clark was fully aware of the Brown Act and its requirements, based upon the public comment he made.
7. I, Robert Frobose, on the Oakdale Irrigation District board meeting dated October 20, 2015 pointed out in public comment that it wouldn't have taken several months to make a water sale. Attorney Tim O'Laughlin was present in the meeting and responded to my comment later when he was giving a presentation that the reason it took several months to do this was because of all the people involved, regulations, and regulatory agencies to get this through. It is clearly the one regulation of the Brown Act that they didn't follow.
8. Based on all the evidence stated herein, it appears that this wasn't just an accidental Brown Act violation, but a carefully crafted plan to circumvent the Brown Act and to keep this away from the public having the ability to comment on it.
9. Also attached is a copy of the September 29, 2015 contract, as well as the agenda and minutes from the August 20, 2015 Tri-Dam Project meeting.
10. As you can clearly see on the contract, this is an OID and SSJID contract *not* a Tri-Dam contract.

**AGREEMENT TO PURCHASE RELEASE OF WATER BY AND AMONG THE  
OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN  
IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER  
AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER  
RESOURCES**  
SWPAO #15-022

This Agreement is entered into this 29<sup>th</sup> day of September, 2015, by and among the Oakdale Irrigation District (OID), the South San Joaquin Irrigation District (SSJID), (collectively the Districts), the San Luis & Delta-Mendota Water Authority (SLDMWA), and the Department of Water Resources (DWR) of the State of California.

**RECITALS**

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

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

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

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

WHEREAS, 26 of the SLDMWA's 28 member agencies receive water from the federal Central Valley Project ("CVP") under water service or exchange contracts; and

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

WHEREAS, the past three years of below normal hydrology resulted in critical drought conditions and the Governor issuing a drought declaration for 2014 and 2015; and

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

**AGREEMENT**

1. **DEFINITIONS:** The following definitions shall govern this Agreement:
  - (a) "Parties" means the Districts, SLDMWA, and DWR.
  - (b) "Delivery" means Districts' water made available to U.S. Bureau of Reclamation (USBR) at New Melones Reservoir in September 2015 to be released at Goodwin Dam on the schedule developed pursuant to Paragraph 12 of this Agreement. This definition is intended to include the grammatical variations of the term "delivery" including "deliver" and "delivered," where such term references water.
  
2. **TERM:** This Agreement shall become effective upon execution by all parties, and shall terminate on December 31, 2015 or upon final payment by SLDMWA and DWR of all costs attributable to this Agreement, whichever occurs later.
  
3. **WATER AVAILABLE FOR PURCHASE:** Pursuant to this Agreement:
  - (a) The Districts will make the Water available to USBR in September 2015 in an amount up to 23,000 acre-feet , and
  - (b) The water for which there has been a Delivery will be released by USBR in accordance with the requirements set forth in Paragraph 12. Benefits of water released will be made available to USBR and DWR and will be shared equally 50/50 pursuant to a separate operations agreement between DWR and USBR.
  
4. **COMPLIANCE WITH APPLICABLE LAWS AND OBTAINING APPROVALS:**
  - (a) The Districts shall comply with all applicable laws and regulations including but not limited to the California Environmental Quality Act (CEQA), California Endangered Species Act (CESA), the Federal Endangered Species Act (FESA) and shall secure any required consents, permits, reports, and orders and shall provide DWR with copies of the same prior to providing the Delivery under this Agreement.
  - (b) Districts have determined the Project is categorically exempt from the CEQA because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of Regulations Section 15301(i) and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to 14 California Code of Regulations, section 15301 (Class 1).
  - (c) Districts shall be responsible for obtaining any necessary approval from any relevant government entities for providing the Delivery. The Districts shall

email to DWR any submissions related to this Agreement that the Districts make to any government entity.

- (d) DWR will file a Notice of Exemption based on CEQA Guidelines Section 15301 (Existing Facilities) upon execution of this Agreement with the State Clearinghouse.
- (e) SLDMWA has determined the Project is categorically exempt from CEQA because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of Regulations Section 15301(i) and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to 14 California Code of Regulations, section 15301 (Class 1).
- (f) If a Party is required to pay a fine or civil penalty for any of its actions related to this Agreement, then that Party alone shall be responsible for paying the fine or penalty.

5. **PURCHASE PRICE:** SLDMWA and DWR agree to pay five hundred dollars (\$500) per acre foot of water Delivered.

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

7. **WATER MEASUREMENT AND DELIVERY:** DWR and SLDMWA are paying Districts to provide up to 23,000 acre-feet to USBR in New Melones Reservoir. The payment shall be based on the actual flows released by USBR from Goodwin Dam in accordance with the October "pulse flow" identified in the Stanislaus River Minimum Fish Flow Schedule for critically dry year types per Appendix 2-E of the June 2009 National Marine Fishery Service (NMFS) Biological Opinion on the long-term operations of the Central Valley Project and State Water Project. For the purposes of this agreement the "pulse flow" volume will be measured as the Godwin release exceeding a base flow of 200 cfs. Through concurrence with NMFS the timing of the pulse flow period may be shifted to overlap into early November. Delivery released from Goodwin Dam shall be measured on a daily basis by USBR at the Goodwin Gauge and confirmed by USBR and DWR. The Districts and SLDMWA acknowledge that USBR shall be responsible for determining the flow and schedule of the Delivery and DWR shall be responsible for verifying the flow and schedule of the Delivery.

8. **PAYMENT:**

- (a) Districts shall invoice SLDMWA and DWR each 50% of the Delivery up to a total of 23,000 af provided at the price identified in Paragraph 5 above after USBR and DWR have confirmed the amount of water released by USBR from Goodwin Dam in accordance with Paragraph 7.
- (b) SLDMWA shall pay within 60 days of receipt of the invoice.

(c) Districts shall submit a copy of each invoice to (1) DWR contact listed in Paragraph 20 Notices; and (2) DWR Accounting Office, Contracts Payable Unit, P.O. Box 942836, Sacramento, California, 94236-0001. DWR shall pay undisputed invoices within 45 days of the date received by the Accounting Office, pursuant to the Prompt Payment Act as specified in Government Code, Chapter 4.5 (commencing with Section 927).

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

10. **DISTRICTS LIMITING CONDITIONS:**

(a) The Districts' obligations to make available the quantity of water specified in Paragraph 3 of this Agreement will, at all times, be subject and subordinate to the following conditions:

- 1) the terms and conditions of their water rights as they currently exist;
- 2) the 1988 Agreement and Stipulation with Reclamation (the "1988 Agreement");
- 3) the Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time;
- 4) the Goodwin Agreement, as it now exists and as modified from time to time;
- 5) the terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing including, but not limited to, those held for Tulloch and Goodwin Dams;
- 6) the rights of landowners, within the boundaries of OID or SSJID as of the initial delivery of water purchased pursuant to this Agreement hereunder, to the beneficial use of their respective District's water;
- 7) applicable federal and state laws now in existence and as modified from time to time, affecting the Districts' rights or obligations, and
- 8) the rights of the cities of Lathrop, Manteca, Escalon and Tracy pursuant to each city's Water Supply Development Agreement with SSJID.

(b) The conditions described in 1-8, inclusive, above, are collectively referred to as the District Limiting Conditions. Nothing in this Agreement shall be

construed so as to contradict, conflict with or otherwise be contrary to the provisions of any of the District Limiting Conditions; and in the event of any conflict between any of the District Limiting Conditions and this Agreement, the District Limiting Condition(s) shall control, and Districts shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for SLDMWA and DWR, required to ensure compliance with any of the District Limiting Conditions.

11. **SLDMWA and DWR LIMITING CONDITIONS:** The obligations of Districts to Deliver water to USBR and of SLDMWA and DWR to pay for Delivery are at all times subject to the approval of this Agreement for Release of Water and subordinate to USBR approval of the use of facilities that it owns. If the Districts do not obtain this approval, this Agreement shall automatically terminate and SLDMWA and DWR shall have no further obligations.

12. **DELIVERY:** Consistent with Paragraph 7, Districts will make Delivery to USBR in September 2015 in the amount and based on a schedule developed by the Districts and USBR. USBR will release the Delivery consistent with that schedule subject to the limitations described in Paragraphs 10 and 11 of this Agreement. No subsequent changes to the schedule, regulatory conditions or other intervening matters, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts shall modify the obligations of the Parties with respect to water so delivered.

13. **WATER SUPPLY REDUCTIONS:** The Districts may reduce the Delivery for any of the following reasons: the Limiting Conditions; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts. Districts shall make good faith efforts to avoid such reductions, but SLDMWA and DWR agree that Districts shall not be liable for reductions of supply in this Agreement due to such causes. SLDMWA and DWR shall have no obligation to pay for water not Delivered because of a reduction caused by factors listed in this Paragraph.

14. **APPROVALS AND COSTS:** SLDMWA and DWR are solely responsible for any costs associated with the USBR release of Delivery from New Melones Reservoir. This Paragraph survives termination or expiration of this Agreement.

15. **LITIGATION COSTS:** Districts agree to defend their own interests in any litigation or regulatory action challenging the validity of Districts' water rights. The Parties shall each defend their own interests in litigation or regulatory action involving this Agreement, including environmental compliance and purchase of the Delivery. All Parties agree to reasonably cooperate with each other in the defense of any litigation that may be filed as a result of this Agreement. This Paragraph survives termination or expiration of this Agreement.
16. **EXPENSES:** Districts shall be responsible for all expenses, including but not limited to legal, environmental, engineering consultant's fees, expenses incurred to obtain any and all necessary approvals and to satisfy all environmental requirements, including CEQA and/or NEPA, required to effectuate the Agreement, and to defend against any litigation challenging the Agreement or the approvals, water rights or environmental reviews associated with the Agreement. This Paragraph survives termination or expiration of this Agreement.
17. **COOPERATION:** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.
18. **WAIVER OR RIGHTS:** Any waiver, at any time, by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
19. **ASSIGNMENT:** This Agreement is entered into in reliance on water supplies available to Districts in 2015 and USBR's need for water in 2015 to meet the pulse flow during October and November 2015 provided under the 2009 Biological Opinion issued by the National Marine Fisheries Service for Coordinated Operations of the CVP and SWP OCAP-BO, and therefore any attempted assignment of this Agreement in whole or in part without the prior written consent of all Parties hereto is void.
20. **NOTICES:** All notices that are required, either expressly or by implication, to be given by any Party to the other under this Agreement shall be signed for by Districts and SLDMWA and DWR by such officers as they may, from time to time, authorize in writing to so act.

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

**OAKDALE IRRIGATION DISTRICT**

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

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

Jeff Shields, General Manager/Secretary  
South San Joaquin Irrigation District  
11011 East Highway 120  
Manteca, CA 95336  
Email: [jshields@ssjid.com](mailto:jshields@ssjid.com)  
Phone: (209) 249-4645

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

Daniel G. Nelson, Executive Director  
P.O. Box 2157  
Los Banos, CA 95635  
Email: [dan.nelson@sldmwa.org](mailto:dan.nelson@sldmwa.org)  
Phone: 209-826-9696

**CALIFORNIA DEPARTMENT OF WATER RESOURCES**

Robert B. Cooke, Chief  
State Water Project Analysis Office  
Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Email: [robert.cooke@water.ca.gov](mailto:robert.cooke@water.ca.gov)  
Phone: 916-653-4313

Notice shall be deemed given (a) two (2) calendar days following mailing via regular or certified mail, return receipt requested, (b) one (1) business day after deposit with any one-day delivery service assuring "next day" delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile, whichever is earlier. The Parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

21. **APPROVALS:** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any Party, such terms are

not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

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

23. **OTHER AGREEMENTS:** Nothing contained herein restricts the Districts from providing water services and sales to others as authorized by law which do not unreasonably interfere with Districts' obligation hereunder.

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

25. **UNIQUENESS OF AGREEMENT:** This Agreement is unique because of the critically dry year conditions and shall not be considered to set a precedent for future agreements or DWR activities.

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

27. **SIGNATURE CLAUSE:**

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

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

28. **GENERAL INTERPRETATION:** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed


2015 OID/SSJID PURCHASE AGREEMENT  
SWPAO #15-022

to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party.

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

**PARTIES:**

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By:   
Daniel G. Nelson, Executive Director

Date \_\_\_\_\_

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: \_\_\_\_\_  
Carl Torgersen, Deputy Director

Date \_\_\_\_\_

OAKDALE IRRIGATION DISTRICT

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

Date \_\_\_\_\_

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: \_\_\_\_\_  
Jeff Shields, General Manager

Date \_\_\_\_\_

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

PARTIES:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: \_\_\_\_\_  
Daniel G. Nelson, Executive Director

Date \_\_\_\_\_

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: Mark E. Anderson  
FOR Carl A. Torgersen, Deputy Director

Date 9/29/15

OAKDALE IRRIGATION DISTRICT

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

Date \_\_\_\_\_

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: \_\_\_\_\_  
Jeff Shields, General Manager

Date \_\_\_\_\_

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

**PARTIES:**

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: \_\_\_\_\_  
Daniel G. Nelson, Executive Director


Date \_\_\_\_\_

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: \_\_\_\_\_  
Carl Torgersen, Deputy Director

Date \_\_\_\_\_

OAKDALE IRRIGATION DISTRICT

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

Date 9/28/2015

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: \_\_\_\_\_  
Jeff Shields, General Manager

Date \_\_\_\_\_

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

**PARTIES:**

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

By: \_\_\_\_\_  
Daniel G. Nelson, Executive Director

Date \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF WATER RESOURCES**

By: \_\_\_\_\_  
Carl Torgersen, Deputy Director

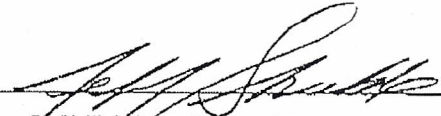
Date \_\_\_\_\_

**OAKDALE IRRIGATION DISTRICT**

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

Date \_\_\_\_\_

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

By:   
Jeff Shields, General Manager

Date SEPTEMBER 26, 2015

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**REGULAR BOARD MEETING**  
**AGENDA**  
**TRI-DAM PROJECT**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
**AUGUST 20, 2015**  
**8:00 A.M.**

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**CALL TO ORDER:** South San Joaquin Irrigation District  
11011 Hwy 120  
Manteca, California

**FLAG SALUTE - PLEDGE OF ALLEGIANCE**

**ROLL CALL:** John Holbrook, Bob Holmes, Dave Kamper, Dale Kuil, Ralph Roos,  
Al Bairos Jr., Frank Clark, Herman Doornenbal, Steve Webb, Gary Osmundson

**PUBLIC COMMENT:** The Joint Board of Directors encourages public participation at Board meetings. Matters affecting the operation of the Tri-Dam Project and under the jurisdiction of the Joint Districts and not posted on the Agenda may be addressed by the public. California law prohibits the Board from taking action on any matter that is not on the posted Agenda unless the Board determines that it is a situation specified in Government Code Subsection 54954.2.

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**CLOSED SESSION**

**ITEM 1**

1. a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Section 54956.8  
Property: Water  
Agency Negotiator: General Managers  
Negotiating Parties: Federal and State Contractors  
Under Negotiation: Price and Terms
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9  
(Multiple potential cases)
- c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9) - 4 cases
  1. Tri-Dam Project v. Keller
  2. Tri-Dam Project v. Michael, et al.
  3. Tri-Dam Project v. Yick
  4. Tri-Dam Project v. Holman
- d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9 - 1 case
- e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9  
(Multiple potential cases)

- f. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Section 54957.6  
Agency Negotiator: General Manager and Finance Manager  
Employee Organization: IBEW

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**ACTION CALENDAR**

**ITEMS 2 – 6**

2. Approve the Special Board Meeting Minutes of July 22, 2015
3. Approve July 2015 Financial Statements & Statement of Obligations
  - a. Review Investment Portfolio & Reserve Fund Status
4. Approve CalPERS Lump Sum Unfunded Liability Payment for Fiscal Year 2015/2016
5. Discussion and Possible Action - 2.7 Acre Tulloch Public Access Site and Authorization to Engage HDR for Conceptual Design Services – Purchase Authorization 2015.08.01
6. Discussion and Possible Action Regarding a Fall Water Release in Cooperation with State and Federal Agencies

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**DISCUSSION**

**ITEMS 7 – 8**

7. Save the Stan Campaign Update
8. Cloud Seeding Program 2015/2016 Water Year

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**COMMUNICATIONS**

**ITEMS 9 – 11**

9. Staff reports as follows:
  - a. General Manager Report
  - b. Maintenance Report
  - c. Operations Report
  - d. Compliance Report
10. Generation Report
11. Fisheries Studies on the Lower Stanislaus River

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**ADJOURNMENT**

**ITEMS 12 – 13**

12. Directors' Comments
13. Adjourn to the next regularly scheduled meeting

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- Items on the Agenda may be taken in any order.
  - Action may be taken on any item listed on the agenda.
  - Writings relating to an open session agenda item that are distributed to members of the Board of Directors will be available for inspection at the Tri-Dam Project office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Act.
  - ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Clerk at (209) 965-3996 ext. 110. Notification 48 hours prior to meeting will enable the Project to make reasonable arrangements to ensure accessibility to this meeting.
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**TRI-DAM PROJECT  
MINUTES OF THE JOINT BOARD  
OF DIRECTORS REGULAR MEETING**

August 20, 2015  
Manteca, California

The Joint Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of the South San Joaquin Irrigation District located in Manteca, California on the above date for the purpose of conducting business of the TRI-DAM PROJECT, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

The regular meeting was called to order at 8:00 A.M. by President Holmes.

**OID DIRECTORS**

**SSJID DIRECTORS**

***DIRECTORS PRESENT:***

FRANK CLARK  
HERMAN DOORNENBAL  
STEVE WEBB  
GARY OSMUNDSON  
AL BAIROS, JR. (arrived at 8:56)

BOB HOLMES  
RALPH ROOS  
DALE KUIL  
JOHN HOLBROOK  
DAVE KAMPER

***DIRECTORS ABSENT:***

***ALSO PRESENT:***

Ron Berry, General Manager and Secretary, Tri-Dam Project; Rick Dodge, Finance Manager, Tri-Dam Project; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Assistant, Tri-Dam Project; Tim Townsend, Operations Supervisor, Tri-Dam Project; Steve Knell, General Manager, OID; Bere Lindley, Finance Manager, SSJID; Tim O'Laughlin, Counsel, OID; David Lyghtle, MHD Group; Marcia Herrmann, MHD Group; Maria Carlson, MHD Group

***PUBLIC COMMENT***

John Martin requested discussion on the 2.7 acres. President Holmes stated he could be heard under item #5 on the agenda.

***ITEM #1 CLOSED SESSION***

GM Berry announced before closed session that the following items would be discussed:

1. a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Section 54956.8  
Property: Water  
Agency Negotiator: General Managers  
Negotiating Parties: Federal and State Contractors  
Under Negotiation: Price and Terms

- c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9) - 4 cases
  - 1. Tri-Dam Project v. Keller
  - 2. Tri-Dam Project v. Michael, et al.
  - 3. Tri-Dam Project v. Yick
  - 4. Tri-Dam Project v. Holman
- d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9 - 1 case
- e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9  
(Multiple potential cases)
- f. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Section 54957.6  
Agency Negotiator: General Manager and Finance Manager  
Employee Organization: IBEW

President Holmes announced out of closed session that no reportable action was taken.

Director Webb moved to take item #5 out of order due to public interest. Seconded by Director Holbrook. The motion passed 10-0.

***ITEM #5 DISCUSSION AND POSSIBLE ACTION – 2.7 ACRES TULLOCH PUBLIC ACCESS SITE AND AUTHORIZATION TO ENGAGE HDR FOR CONCEPTUAL DESIGN SERVICES – PA# 2015.08.01***

License Compliance Coordinator Larson provided an update on the status of meetings with members of adjacent communities and businesses. She advised the Board that the next step in the process is to have a conceptual plan prepared for submittal to FERC. A proposal from HDR was obtained, given that they were integral in obtaining the license and could perform the work most efficient. Counsel Emrick expressed that opinion as well. Rod Atterbery, Attorney for Connor Estates indicated that they would like to have this item continued to allow for an additional meeting with staff. He expressed his opinion that the sight was not suited to satisfy FERC requirements. John Martin, Drifters Marina also expressed his opinion that the parking area that is part of the subject property should be available to his customers. His agent, Sue Andrus also expressed her opinion that the Merle Holman property was also available for purchase. Director Webb asked why either Connor Estates or Drifters Marina had not purchased the property when it was for sale. Director Bairos asked about the cost of the proposal and Staff advised that that was a not to exceed amount. Ms. Larson stated that she would meet with Mr. Atterbery.

Director Holbrook moved to approve HDR proposal not to exceed \$29,000. Director Osmundson seconded the motion. The motion passed 10-0

Director Webb moved to take item #6 out of order due to public interest. Seconded by Director Kuil. The motion passed 10-0.

***ITEM #6 DISCUSSION AND POSSIBLE ACTION REGARDING A FALL WATER RELEASE IN COOPERATION WITH STATE AND FEDERAL AGENCIES***

Director Holbrook moved to approve a contract to transfer water to CVP and SWP contractors, subject to the State Water Resources Control Board's approval of the Bureau of Reclamation's plan without any material changes, and also subject to the Department of Water Resources approval of the contract without any material changes. Director Bairos seconded the motion. The motion passed 10-0.

Director Holbrook moved to take item #7 out of order. Seconded by Director Osmundson. The motion passed 10-0.

***ITEM #7 SAVE THE STAN CAMPAIGN UPDATE***

David Lyghtle, Marcia Herrmann and Maria Carlson of MHD Group provided an update on the Save the Stan media campaign, including advertising and social media efforts. Director Bairos questioned how robust the social media numbers were compared to similar campaigns, and also inquired how much contact has been made with legislators and bureaucrats. Mr. Lyghtle stated that the online portal will be up and running soon, which will provide improved tracking data directed toward water policy decision makers.

***ITEM #2 REVIEW AND APPROVE MINUTES OF THE SPECIAL MEETING***

President Holmes presented the July 22, 2015 minutes of the Special Board meeting. Director Webb moved to approve the July 22, 2015 minutes of the Special Board meeting as presented. The motion was seconded by Director Kuil. The motion passed 10-0.

***ITEM #3 FINANCIAL MATTERS***

**a) Review and Approve the Financial Statements**

Finance Manager Dodge reviewed the June financial statements, noting net revenues of \$935,000 for the month.

**b) Review Investment Portfolio and Reserve Fund Status**

Finance Manager Dodge presented the monthly activity and securities held in each of the Project's reserve funds and responded to questions.

**c) Review and Approve the Statement of Obligations**

Finance Manager Dodge reviewed the monthly statement of obligations and responded to questions.

Director Clark moved to approve the financial statements and statement of obligations. Director Roos seconded the motion. The motion passed 10-0.

***ITEM #4 APPROVE CaIPERS LUMP SUM UNFUNDED LIABILITY PAYMENT***

Finance Manager Dodge reviewed Tri-Dam's CaIPERS required employer contribution and unfunded liability, and reiterated the reasoning behind making a lump sum payment for the

2015/2016 fiscal year. Director Bairos questioned whether Tri-Dam's pension cost is being discussed during IBEW negotiations. Dodge confirmed that it was a discussion item.

Director Holbrook moved to approve the lump sum payment in the amount of \$179,260. Director Bairos seconded the motion. The motion passed 10-0.

***ITEM #8 DISCUSSION OF CLOUD SEEDING PROGRAM 2015/2016 WATER YEAR***

Mr. Dodge provided the Board with preliminary estimates for aerial and ground based proposals. GM Berry added that a study had been conducted in Wyoming and could be reviewed at <https://www.ral.ucar.edu/projects/wyoming/>. After much discussion, the Board directed staff to bring this item back to the September meeting for further consideration.

***ITEM #9 STAFF REPORTS***

No discussion

***ITEM #10 GENERATION REPORT***

No discussion

***ITEM #11 FISHBIO***

No discussion

***ITEM #12 DIRECTOR COMMENTS***

John Holbrook stated that the West Coast Hydro Users Conference was very informative and complimented Operations Supervisor Townsend for a job well done.

***ADJOURNMENT***

Director Holbrook moved to adjourn the Tri-Dam Project regular meeting. Director Bairos seconded the motion. The motion passed 10-0.

President Holmes adjourned the Tri-Dam Project Board of Directors meeting at 11:32 A.M.

The next Regular Board meeting is scheduled for September 17, 2015, at Oakdale Irrigation District in Oakdale, California beginning at 9:00 A.M.

ATTEST:

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Ron Berry  
Secretary, Tri-Dam Project