



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

September 19, 2024

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
SEPTEMBER 19, 2024
9:00 A.M.**

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

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com) ON MONDAY, SEPTEMBER 16, 2024 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 TRI-DAM PROJECT WEB SITE (www.tridamproject.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://us02web.zoom.us/j/3585721867> or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing gmodrell@tridamproject.com by 3:00 p.m., Wednesday, September 18, 2024.

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) 965-3996 ext. 113, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

INTRODUCTION OF OPERATIONS & MAINTENANCE MANAGER

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 - 3

1. Approve the Regular Board Meeting Minutes of August 15, 2024
 2. Approve the Financial Statements for the six months ending June 30, 2024
 3. Approve the August 2024 Statement of Obligations
-

ACTION CALENDAR

ITEMS 4 - 7

4. Discussion and possible action on renewal of Health Insurance Coverage
 5. Consider approval to purchase a replacement of the Donnells Powerhouse fire hydrant and approval of a corresponding capital budget adjustment
 6. Consider approval of Mission Square Retirement Health Savings Participation Agreement, Declaration of Trust, and adoption of Resolution 2024-07
 7. Consider approval of the United States Geological Survey (USGS) Streamgaging Agreement for FY 2025
-

COMMUNICATIONS

ITEMS 8 - 11

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

ADJOURNMENT

ITEM 12

12. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 9/19/2024

Staff: Genna Modrell

SUBJECT: Tri-Dam Project August 2024 Minutes

RECOMMENDED ACTION: Approve the regular board meeting minutes of August 15, 2024.

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

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

VOTE:

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

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

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

August 15, 2024
Manteca, California

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

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

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS
TOM ORVIS
BRAD DEBOER
LINDA SANTOS
HERMAN DOORNENBAL

MIKE WESTSTEYN
DAVE KAMPER
JOHN HOLBROOK
GLEN SPYKSMA

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Genna Modrell, Executive Asst., Tri-Dam Project; Scot Moody, General Manager, OID; Peter Rietkerk, General Manager, SSJID; Sonya Williams, Finance & Admin. Manager, SSJID; Katie Patterson, Public & Govt. Relations, SSJID; Tara Maloli, CV Strategies; Forrest Killingsworth, Engineering Manager, SSJID; Mia Brown, Legal Counsel, SSJID; Matt Weber, Counsel, Downey Brand; Andrea Fuller, FishBio; Matt Peterson, FishBio

PUBLIC COMMENT

None.

CONSENT CALENDAR

ITEM #1 Approve the special board meeting minutes of July 16, 2024.

ITEM #2 Approve the July statement of obligations

Director Weststeyn requested Mia Brown and Peter Rietkerk be added in attendance when they joined for closed session and requested clarification on item 7 related to “big change” and how it’s defined.

Director Spysma moved to approve items one and two with the amendment. Director Tobias seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Spysma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Roos

ACTION CALENDAR

ITEM #3 Receive presentation from staff and consultant on proposed community outreach strategy and timeline for the Canyon Tunnel Project and provide additional staff direction for consideration in plan development

The Canyon Tunnel Project is nearing completion of design for construction of a 2-mile segment of tunnel that would convey OID and SSJID diverted water, moving away from the use of the upper supply canal, and opting to convey water through a newly constructed tunnel to avoid a hazardous stretch of canal. Katie Patterson along with Tara Maloli, CVStrategies, presented a community outreach strategy to enhance communication with community members about the construction and timeframe of this project, and to help prepare the community for what to expect from the related activities.

ITEM #4 Stanislaus-San Joaquin Native Fish Studies Presentation by FishBio

Andrea Fuller and Matt Peterson presented the findings of the predation study combined with other studies and discovered a large number of clipped steelhead from the Mokelumne River Hatchery and a high level of findings on consumption, where predation occurs between McHenry and Ripon. The first draft report on predation should be out in December for review. Andrea added FishBio's final report is due at the end of 2025 plus two reports from National Marine Fisheries Service. Matt added he would be presenting this data at the fall ACWA conference.

ITEM #5 Consider Approval of Annual/Multi-Year SCADA System Licensing and Support Agreement

Summer Nicotero presented the 2-year SCADA licensing and support renewal and responded to Director questions.

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, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Roos

ITEM #6 Consider Adoption of TDP Resolution 2024-06 Surplus Property

TRI-DAM PROJECT RESOLUTION NO. TDP 2024-06
OAKDALE IRRIGATION DISTRICT
SOUTH SAN JOAQUIN IRRIGATION DISTRICT

RESOLUTION AUTHORIZING
SALE 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

- #1 (14-1) 2014 Ford F250 4x4 (License 1437591) - 145,662 miles
- #2 (16-1) 2016 Ford F150 4x4 (License 1474746) - 150,510 miles and,

WHEREAS, the Tri-Dam staff has previously successfully disposed of vehicles through public auction.

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 by public auction to the highest qualifying bidder;
2. Authorizes Tri-Dam Project staff to dispose of, by any reasonable and appropriate means, any said property not sold by public auction.

Director Kamper moved to adopt resolution TDP 2024-06 Surplus Property as presented. Director Doornenbal seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Roos

ITEM #7 Consider Authorizing the General Manager to Contract with an Information Technology Services Provider – to be hand carried

Summer Nicotero stated we are at the end of life on our equipment, presented the estimates, responded to Directors questions, and confirmed this is for business services only and would also be able to assist with the move to the Sonora office.

Director Tobias moved to approve authorizing the General Manager to contract with VC3 for a term of three years excluding the Rapid Recovery option. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Roos

ITEM #8 Consider Approval of the 2024 Unrepresented Employee Cost of Living Adjustment and Approval of the 2024 Unrepresented Employee Pay Schedule

Summer Nicotero stated the schedule represented 3.96% cost of living increase, April 2023 to April 2024. Summer explained the previous salary schedule was 7 steps and the difference between steps and positions was inconsistent. She consolidated down to a typical 5 step schedule, 5% between steps, and aligned it with what the market was showing a typical rate for the positions. It's actually a 2.75% increase due to the shifting of the steps.

Director Spyksma requested the methodology. Summer explained she tried different approaches such as taking away the first 2 steps and using steps 3 thru 7; or taking away steps 1 and 7. In the end, she kept it so no one took a loss, but some positions (O&M Mgr.) were below market so step 3 became step 1, some of the other positions made more sense to take away steps 1 and 7.

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, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Roos

COMMUNICATIONS

ITEM #9 Staff Reports:

A. General Manager, Summer Nicotero

- In addition to her report, Summer added she is in the process of hiring an Operations and Maintenance Manager, who is a civil engineer with dam safety experience.

B. Operations Report, Brett Gordon

- No discussion.

C. Maintenance Report, Daniel Hogue

- No discussion.

D. Compliance Report, Tracey McKnight

- Tracey highlighted a litigation matter had been closed from 2022.

ITEM #10 Generation Report

Summer Nicotero responded to Director questions.

ITEM #11 Fisheries Studies on the Lower Stanislaus River

No discussion.

ITEM #12 Directors Comments

None.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:59 a.m.

The Tri-Dam Project meeting resumed at 11:04 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Weststeyn announced before closed session that the following items would be discussed.

The Board took a brief recess at 11:04 a.m. and convened to Closed Session at 11:20 a.m.

ITEM #13 Closed Session

13. 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. *Vera Whittenburg v. Tri-Dam Project, Oakdale Irrigation District, South San Joaquin Irrigation District*
County of San Joaquin Superior Court
Case No. STK-CV-UWT-2023-0013574

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

- c. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code §54656.8
Property: Canyon Tunnel
Agency Negotiator: SSJID General Manager
Negotiating Parties: Mangante, Rancheria Del Rio Estanislau, LLC
Under Negotiation: Price and Terms of Payment of Sale

At the hour of 1:00 p.m., the Board reconvened to open session.

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

ADJOURNMENT

President Weststeyn adjourned the meeting at 1:01 p.m.

The next regular board meeting is scheduled for September 19, 2024, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

BOARD AGENDA REPORT

Date: September 19, 2024

Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Financial Statements for the Six Months ending June 30, 2024

RECOMMENDED ACTION: Approve the Financial Statements for the Six Months ending June 30, 2024.

BACKGROUND AND/OR HISTORY:

As of the financial statement date of June 30, 2024, the Tri-Dam Project (TDP) cash and investments decreased by \$4.6M combined due to an increase in major road repairs, a decrease in power sales, and a decrease in nonoperating revenues. A grant reimbursement for a portion of the major road repairs expenditures is anticipated later this year.

TDP has realized 75.7% of its year-to-date budgeted operating revenues for 2024 and utilized 47.5% of its budgeted operating expenses.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 6/30/2024 (unaudited)

Board Motion:

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

VOTE:

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

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



Tri-Dam Project

Statement of Net Position

June 30, 2024 and 2023
(unaudited)

	<u>2024</u>	<u>2023</u>
Assets		
1 Cash	\$ 13,884,179	\$ 19,141,436
2 Investment Securities & Money Market	14,646,748	14,054,750
3 Accounts Receivable	13,035,808	7,838,412
4 Due from Tri-Dam Power Authority	-	158,526
5 Prepaid Expenses	314,054	156,952
6 Capital Assets	118,240,943	117,286,744
7 Accumulated Depreciation	(59,220,679)	(57,351,584)
8 Intangible Assets	8,213,938	8,213,938
9 Accumulated Amortization - Intangibles	(3,208,087)	(2,974,555)
10 Deferred Outflows - Pension Related	1,792,007	2,064,993
11 Total Assets & Deferred Outflows	<u>107,698,911</u>	<u>108,589,612</u>
Liabilities		
12 Accounts Payable	114,109	22,857
13 Unearned Revenue	-	-
14 Deposits	84,000	71,000
15 Other Current Liabilities	178,532	195,756
16 Long-Term Liabilities	578,614	621,515
17 Net Pension Liability	3,985,887	3,635,864
18 Deferred Inflows - Pension & Leases	385,796	838,658
19 Total Liabilities & Deferred Inflows	<u>5,326,938</u>	<u>5,385,650</u>
Net Position		
21 Net Position - Beginning of Year	104,677,763	89,023,631
22 Distributions	(21,768,000)	(8,760,000)
23 YTD Net Revenues	19,462,210	22,940,331
24 Total Net Position	<u>102,371,973</u>	<u>103,203,962</u>
25 Total Liabilities and Net Position	<u>\$ 107,698,911</u>	<u>\$ 108,589,612</u>



Tri-Dam Project

Statement of Revenues and Expenses

Month to Date for June 30, 2024

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 2,741,667	\$ 6,578,248	\$ 3,836,581	139.9%	\$ 4,909,618	\$ 1,668,630	34.0%
3 Headwater Benefit	34,666.67	(37,711)	(72,378)	-208.8%	30,000	(67,711)	-225.7%
4 Total Operating Revenues	<u>2,776,333</u>	<u>6,540,537</u>	<u>3,764,204</u>	<u>135.6%</u>	<u>4,939,618</u>	<u>1,600,919</u>	<u>32%</u>
5							
6 Operating Expenses							
7 Salaries and Wages	232,969	155,641	(77,328)	-33.2%	157,042	(1,401)	-0.9%
8 Benefits and Overhead	154,605	142,514	(12,091)	-7.8%	95,546	46,968	49.2%
9 Operations	102,763	175,811	73,049	71.1%	183,644	(7,833)	-4.3%
10 Maintenance	155,417	59,462	(95,955)	-61.7%	32,573	26,889	82.5%
11 General & Administrative	250,208	45,735	(204,473)	-81.7%	155,372	(109,637)	-70.6%
12 Depreciation & Amortization	194,250	197,461	3,211	1.7%	187,468	9,993	5.3%
13 Total Operating Expenses	<u>1,090,211</u>	<u>776,624</u>	<u>(313,587)</u>	<u>-28.8%</u>	<u>811,645</u>	<u>(35,021)</u>	<u>-4%</u>
14							
15 Net Income From Operations	1,686,123	5,763,913	4,077,791	241.8%	4,127,973	1,635,940	39.6%
16							
17 Nonoperating Revenues (Expenses)							
18 Investment Earnings (Expenses)	26,167	34,451	8,284	31.7%	22,325	12,126	54.3%
19 Tulloch Encroachment Permits	-	700	700	0.0%	1,300	(600)	-46.2%
20 Water Sales	16,667		(16,667)	-100.0%	16,667	(16,667)	-100.0%
21 Rental Income	8,333	(2,892)	(11,225)	-134.7%	15,695	(18,587)	-118.4%
22 Gain/(Loss) on Asset Disposal	-		-	0.0%	-	-	0.0%
23 Operating Cost Recovery	145,833	128,766	(17,067)	-11.7%		128,766	0.0%
24 Other Nonoperating Revenue	750	2,083	1,333	177.7%	382	1,701	445.3%
25 Total Nonoperating Revenues (Expenses)	<u>197,750</u>	<u>163,108</u>	<u>(34,642)</u>	<u>-17.5%</u>	<u>56,369</u>	<u>106,739</u>	<u>189%</u>
26							
27 Net Revenues	<u>\$ 1,883,873</u>	<u>\$ 5,927,021</u>	<u>\$ 4,043,149</u>	<u>215%</u>	<u>\$ 4,184,342</u>	<u>\$ 1,742,679</u>	<u>41.6%</u>



Tri-Dam Project
Statement of Revenues and Expenses
Year to Date for the Period Ending June 30, 2024

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 16,450,000	\$ 25,217,564	\$ 8,767,564	53.3%	\$ 26,990,913	\$ (1,773,349)	-6.6%
3 Headwater Benefit	208,000	-	(208,000)	-100.0%	180,000	(180,000)	-100.0%
4 Total Operating Revenues	16,658,000	25,217,564	8,559,564	51.4%	27,170,913	(1,953,349)	-7%
5							
6 Operating Expenses							
7 Salaries and Wages	1,397,812	904,515	(493,297)	-35.3%	1,005,503	(100,988)	-10.0%
8 Benefits and Overhead	927,628	780,404	(147,224)	-15.9%	697,571	82,833	11.9%
9 Operations	616,575	713,268	96,693	15.7%	511,729	201,539	39.4%
10 Maintenance	932,500	1,507,087	574,587	61.6%	320,525	1,186,562	370.2%
11 General & Administrative	1,501,250	1,119,514	(381,736)	-25.4%	1,222,864	(103,350)	-8.5%
12 Depreciation & Amortization	1,165,500	1,184,766	19,266	1.7%	1,124,808	59,958	5.3%
13 Total Operating Expenses	6,541,265	6,209,554	(331,711)	-5.1%	4,883,000	1,326,554	27%
14							
15 Net Income From Operations	10,116,735	19,008,010	8,891,275	87.9%	22,287,913	(3,279,903)	-14.7%
16							
17 Nonoperating Revenues (Expenses)							
18 Investment Earnings (Losses)	157,000	262,034	105,034	66.9%	362,469	(100,435)	-27.7%
19 Tulloch Encroachment Permits	12,500	7,400	(5,100)	-40.8%	10,500	(3,100)	
20 Water Sales	100,000	-	(100,000)	-100.0%	100,000	(100,000)	-100.0%
21 Rental Income	50,000	15,894	(34,106)	-68.2%	93,834	(77,940)	-83.1%
22 Gain/(Loss) on Asset Disposal	-	31,150	31,150	0.0%	-	31,150	0.0%
23 Operating Cost Recovery	875,000	128,766	(746,234)	-85.3%	80,799	47,967	59.4%
24 Other Nonoperating Revenue	4,500	8,956	4,456	99.0%	4,816	4,140	86.0%
25 Total Nonoperating Revenues (Expenses)	1,199,000	454,200	(744,800)	-62.1%	652,418	(198,218)	-30%
26							
27 Net Revenues	\$ 11,315,735	\$ 19,462,210	\$ 8,146,475	72%	\$ 22,940,331	\$ (3,478,121)	-15.2%

**Tri-Dam Project
Capital Expenditures
2024 Budget to Actuals**

Expenditure	2024 Amended Budget	2024 Actual Expenditures	Remaining Budget
16 Cyberlock Project	45,000	-	45,000
17 Lowe Boat Motor Replacement	11,191	11,229	(38)
20 Controls Network Switches Upgrade	50,000	31,650	18,350
21 Tulloch Powerhouse Control Room HVAC	12,000	10,696	1,304
23 Upgrade SCADA RTU / RTAC/ RTU Migration	60,000	18,372	41,628
24 Beardsley Dam Gate 1 Trunnion Pin Repair	306,000	11,448	294,552
25 Division Tower and Comm site install	400,000		400,000
26 O'Byrnes (Tulloch) Recreation Site	100,000		100,000
27 Tulloch skimmer Gate actuator	50,000		50,000
28 Donnell's Solar Power Supply (engineering, etc.)	100,000		100,000
29 Equipment-Manlift	150,000		150,000
30 Tulloch Shoreline Erosion Project- Site #3	800,000		800,000
31 Tulloch Spillway	350,000	54,487	295,513
32 Tulloch Barge Removal	20,000		20,000
33 Electric Operators for shop doors	15,000		15,000
34 EGEN Replacement	3,000		3,000
35 Beardsley Meters Upgrade	40,000	9,568	30,432
36 Tulloch Meters Upgrade	40,000	9,568	30,432
37 EGEN Replacement	30,000		30,000
38 High Bay LED Lighting	48,000		48,000
39 Sonora Headquarters	2,000,000	3,680	1,996,320
41 Renovate BPH Kitchen	6,000		6,000
42 Replace 12-1 4x4 Pickup	55,000	49,436	5,564
43 Replace 13-2 4x4 Pickup	55,000	49,436	5,564
45 Tulloch 1 and 2 Gateshaft Gov retrofit	300,000		300,000
46 Path Boxes to align microwave dishes	25,000		25,000
47 Beardsley Lathe Refurbishment	10,000		10,000
48 Exciter/Bridge Replacement	400,000		400,000
49 Halatron Fire extinguishes for control/MCC all locations	10,000		10,000
50 Fire supression trailer (Water Buffalo)	14,000		14,000
51 Tulloch PLC Screens, Processor, and I/O Module	40,000		40,000
52 Radio and dish replacement DDM to SPK Link	60,000		60,000
53 Radio and dish replacement Mt Liz to Division Link	60,000		60,000
54 Radio and dish replacement Tulloch to Goodwin	60,000		60,000
55 Convault Fuel Containment	10,000		10,000
56 Quincy Rotary Screw Air Compressor (2 units)	30,000		30,000
57 Tulloch GSU work, Drain Filter repair	200,000		200,000
58 GraphEX-OI interface TPH 1 &2	40,000		40,000
59 Carbon Dust Collection System (Amd 4/18/24)	60,000		60,000
60 Megger Insulation Resistance Tester (Amd 1/18/24)	9,600	9,438	162
Total Capital	6,074,791	269,008	5,805,783

BOARD AGENDA REPORT

Date: 9/19/2024

Staff: Genna Modrell

SUBJECT: Tri-Dam Project August Statement of Obligations

RECOMMENDED ACTION: Approve the August 2024 Statement of Obligations.

BACKGROUND AND/OR HISTORY:

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

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

Board Motion:

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

VOTE:

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

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

Tri-Dam Project

Statement of Obligations

Period Covered

August 1, 2024 to August 31, 2024

Tri-Dam Project Statement of Obligations

Period Covered
From To
August 1, 2024 to August 31, 2024

<u>Vendor Check Register Report</u>	<u>No. Chks.</u>		<u>Amount</u>
(Please see attached Check Listing)	79	\$	724,464.02

Payrolls - Net Charges

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>		
1-Aug-24	Payroll	\$ 100,116.01		
15-Aug-24	Payroll	\$ 110,392.84		
29-Aug-24	Payroll	\$ 112,117.02		
Total Net Payroll		\$ 322,625.87	\$	322,625.87

Total Disbursements for the Period	\$ 1,047,089.89
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District Portion~	
Oakdale Irrigation District	\$ 523,544.94
South San Joaquin Irrigation District	\$ 523,544.95
Total Districts	\$ 1,047,089.89

Project

August Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
ACH	10183	Cal PERS S457 Plan	08/15/2024	EE Retirement Plan	1,990.07
ACH	10815	Cal PERS System	08/15/2024	EE/ER Retirement Plan	19,291.63
131181	11413	AIS Trust Account, DBA Alliant Insurance Svcs.	08/15/2024	Zurich Commercial Property Insurance 24-25 Renewal	300,107.13
131182	11475	Alley Tree & Landscape	08/15/2024	Sonora & Tulloch Landscaping/Janitorial	6,300.00
131183	11511	Amazon Capital Services, Inc.	08/15/2024	Day Use Signage, Johnson Parts, Munson supplies, EAP supplies	1,152.32
131184	11532	American Trainco LLC	08/15/2024	ARV Flash Electrical Safety Training	1,495.00
131185	11406	Basler Services, LLC	08/15/2024	Flex 500 Bulkhead Mount	9,953.60
131186	11086	Benefit Resource, LLC	08/15/2024		150.00
131187	11459	C & R Royal SVC, Inc.	08/15/2024		794.17
131188	10154	Calaveras Telephone Co.	08/15/2024		115.19
131189	10935	Data Path, Inc.	08/15/2024	Network Support	3,202.80
131190	11479	Digital Deployment, Inc.	08/15/2024	Website Maintenance	8,352.00
131191	10294	FISHBIO	08/15/2024	Fish Studies	29,685.00
131192	11074	Gannett Fleming, Inc.	08/15/2024	Dam Safety Program Support July	12,527.02
131193	10938	Great America Financial Svcs.	08/15/2024		290.46
131194	11049	Hunt & Sons, LLC	08/15/2024	Unleaded & Diesel Fuel	10,360.67
131195	11049	Hunt & Sons, LLC	08/15/2024		218.46
131196	10879	Lowe's	08/15/2024	AC Units for BPH/TPH, shackles for Day Use, Thermocoupler Donnels	1,346.37
131197	11038	Juan Martinez Catering	08/15/2024		450.00
131198	11500	JTM Cleaning Co.	08/15/2024		495.00
131199	11012	Virginia Modrell	08/15/2024		65.66
131200	10466	Mountain Oasis Purified Water LLC	08/15/2024		478.00
131201	10485	Newark Corporation	08/15/2024		571.44
131202	10500	OID ~ Routine	08/15/2024	Finance/Admin Reimbursement July	9,338.32
131203	11160	Pape Machinery	08/15/2024	Loader Maintenance	1,038.10
131204	10536	Pitney Bowes Purchase Power Inc.	08/15/2024		49.32
131205	11530	Prolec-GE Waukesha, Inc.	08/15/2024	DDM N2 Regulator Panel, Coefficient Heater	3,405.16
131206	11414	Provost & Pritchard	08/15/2024	Contract Support, HHA, Shoreline Mgmt	2,276.30
131207	10618	Sierra Motors	08/15/2024		320.63
131208	11495	William Slightam	08/15/2024	Streamgaging	6,250.00
131209	11473	Staples	08/15/2024		620.37
131210	11435	VISA	08/15/2024	Floor liners & Seat covers for new trucks, Airlines JM, GM training	4,710.80
131211	10776	Waste Mgmt of Cal Sierra Inc.	08/15/2024		836.00
131212	11269	Matthew Wearin	08/15/2024	Travel Reimbursement for Switching & Grounding Training	1,218.63
131213	11454	Wright Motors Marine, LLC	08/15/2024		967.64
131214	10813	ACWA Joint Powers Insurance Authority	08/15/2024	Health Benefits	52,939.07
131215	10811	IBEW	08/15/2024	Union Dues	1,431.40
131216	10812	Nationwide Retirement Solution	08/15/2024	EE Retirement Plan	6,511.64
131217	10663	Standard Insurance Co.	08/15/2024		618.50
131218	11333	C.J. Brown & Company, CPAs	08/23/2024	Audit Services	1,412.00
131219	11489	JS West Propane Gas	08/23/2024		362.79
131220	11169	Liebert Cassidy Whitmore	08/23/2024		422.00
131221	11414	Provost & Pritchard	08/23/2024	Contract Suppor Services, Road Repairs	4,931.75
131222	11072	Sierra Consultants, Inc. DBA Land & Structure	08/23/2024	Progress Billing Sonora Office Remodel	3,670.00
131223	11313	Tim O'Laughlin, PLC	08/23/2024	Legal Fees, Water Rights	15,017.50
131224	10811	IBEW	08/29/2024	Union Dues	1,431.41
131225	10812	Nationwide Retirement Solution	08/29/2024	EE Retirement Plan	6,513.59
131226	10663	Standard Insurance Co.	08/29/2024		620.43
131227	11413	AIS Trust Account, DBA Alliant Insurance Svcs.	08/29/2024	Swiss Commercial Property Insurance 24-25 Renewal	111,492.00
131228	10959	Alhambra	08/29/2024		297.79
131229	11511	Amazon Capital Services, Inc.	08/29/2024		814.76
131230	11457	AT&T - CalNet	08/29/2024		241.34
131231	10068	AT&T Corp - Data Link	08/29/2024		320.01
131232	10184	Clark Pest Control of Stockton Inc.	08/29/2024		363.00
131233	10185	Clark Pest Control of Stockton Inc.	08/29/2024		130.00
131234	10250	Downey Brand Attorneys LLP.	08/29/2024	Legal services	12,772.00
131235	11379	Foust Heat Air Refrigeration	08/29/2024	AC Unit BPH, DPH	10,071.00
131236	11098	Government Finance Officers Assoc.	08/29/2024		160.00
131237	11049	Hunt & Sons, LLC	08/29/2024		185.10
131238	11535	Joshua Martens	08/29/2024		979.30
131239	11494	Megger Systems & Services, Inc.	08/29/2024		319.50

131240	11012	Virginia Modrell	08/29/2024		81.47
131241	10466	Mountain Oasis Purified Water LLC	08/29/2024		398.75
131242	11353	Nates Saw and Mower, LLC	08/29/2024		827.26
131243	10513	Pacific Gas & Elec - Non Util	08/29/2024		168.28
131244	11011	Pacific Gas & Electric	08/29/2024	Utilities	3,350.91
131245	11438	Pacific Gas & Electric	08/29/2024		89.43
131246	11472	Pacific Gas & Electric	08/29/2024		418.57
131247	10514	Pacific Gas & Electric Co.	08/29/2024	Utilities	10,274.28
131248	10168	Petty Cash	08/29/2024		114.03
131249	10892	Siemens Industry, Inc.	08/29/2024	Annual License & Support Agreement Yr 1 of 2	26,600.00
131250	10618	Sierra Motors	08/29/2024		740.30
131251	10933	Smile Business Products	08/29/2024		325.21
131252	10641	Sonora Airco Gas & Gear	08/29/2024		21.43
131253	11482	Stockton Fence & Material Co.	08/29/2024		516.45
131254	11534	Teleli Golf Club	08/29/2024		300.00
131255	11490	TouchDown Fire, Inc.	08/29/2024	Annual Fire Extinguisher Service	5,680.31
131256	11261	Jay Wallace Plumbing & Backflow	08/29/2024		65.00
131257	11509	Zoro Tools, Inc.	08/29/2024		41.20
					\$724,464.02

BOARD AGENDA REPORT

Date: 9/19/2024
Staff: Summer Nicotero

SUBJECT: RENEWAL OF 2025 HEALTH INSURANCE COVERAGES

RECOMMENDED ACTION: Discussion and Possible Action on Renewal of Health Insurance Coverage

BACKGROUND AND/OR HISTORY:

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

Tri-Dam's medical coverage through ACWA JPIA will renew on January 1, 2025. Policy year 2025 Anthem PPO pricing reflects a 10% increase compared to 2024. There have been no dental premium increases since 2015 and no vision premium increase since 2013. A review of other benefit offerings has been conducted. The initial review has found significant increases in benefit costs for similar coverages. When ACWA's JPIA annual benefit rates are combined with ACWA dues (~\$20,000 a year) the costs are much more comparable. However, the increase in costs to employees would be significant as Tri-Dam currently absorbs the dues portion of the ACWA expenditures each year. Staff recommends that the Advisory Committee review the options at the next scheduled meeting and a final recommendation on benefit plans be submitted for Board approval in October.

The plan premiums are:

	<u>Employee</u>	<u>Employee +One</u>	<u>Family</u>
ACWA JPIA 2025 renewal medical rates	\$1,037.99	\$2,075.98	\$2,750.67
ACWA JPIA 2025 renewal dental rates	\$ 31.20	\$ 60.16	\$ 97.81
ACWA JPIA 2025 renewal vision rates	\$ 28.65	\$ 28.65	\$ 28.65

FISCAL IMPACT: Medical Increase of 10% compared to 2024
Dental – No change over 2024
Vision – No change over 2024

ATTACHMENTS: Anthem Medical Rates
Delta Dental Rates
Vision Service Plan Rates

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

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

ACWA/JPIA 2025 Medical Plan Rates

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

Anthem Blue Cross	Standard Rates			Employee Cost			Employer Cost		
	Single	Two-Party	Family	Single	Two-Party	Family	Single	Two-Party	Family
Classic PPO	\$ 1,037.99	\$ 2,075.98	\$ 2,750.67	\$ -	\$ 207.60	\$ 342.54	\$ 1,037.99	\$ 1,868.38	\$ 2,408.13

ACWA/JPIA 2025 Medical Plan Rates

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

Anthem Blue Cross	Standard Rates			Employee Cost			Employer Cost		
	Single	Two-Party	Family	Single	Two-Party	Family	Single	Two-Party	Family
Classic PPO	\$ 1,037.99	\$ 2,075.98	\$ 2,750.67	\$ -	\$ 207.60	\$ 330.08	\$ 1,037.99	\$ 1,868.38	\$ 2,420.59

ACWA/JPIA 2025 Delta Dental PPO Rates

Use Member Agency Filter to select District Dental Options and use instructions at the bottom to complete form.

Only complete for your district. If you have any questions email benefits@acwajpia.com to ask.

Member Agency	Plan Type	Group	Division	Employee Cost			Employer Cost					
				Single	Two-Party	Family	Single	2-Party	Family			
Tri-Dam Project	PPO	399	1001	31.20	60.16	97.81	\$ -	\$ -	\$ -	\$ 31.20	\$ 60.16	\$ 97.81

ACWA/JPIA 2025 Vision Service Plan (VSP) Rates

Use Member Agency Filter to select District Vision Option and use instructions at the bottom to complete form.

Only complete for your district. If you have any questions email benefits@acwajpia.com to ask.

Member Agency	Group Number	Division	Employee Cost						Employer Cost		
			Single	Two-Party	Family	Single	Two-Party	Family	Single	Two-Party	Family
Tri-Dam Project	22	4005	\$ 28.65	\$ 28.65	\$ 28.65	\$ -	\$ -	\$ -	\$ 28.65	\$ 28.65	\$ 28.65

BOARD AGENDA REPORT

Date: 9/19/2024
Staff: Summer Nicotero

SUBJECT: Donnells Powerhouse Fire Hydrant

RECOMMENDED ACTION: Consider approval to purchase a replacement of the Donnells Powerhouse fire hydrant and approval of a corresponding capital budget adjustment

BACKGROUND AND/OR HISTORY:

A fire hydrant at the Donnells powerhouse has failed. Maintenance staff have repaired this hydrant many times over the years and have finally exhausted all efforts. Rebuild kits are no longer available for this specific hydrant or valve assembly. Staff recommends approving the purchase of a new dry barrel fire hydrant capable of handling the freezing temperatures at the powerhouse. The General Supply quote is the recommended vendor as they are local and will not incur any shipping costs. Staff recommends a capital budget adjustment as the total cost to purchase the hydrant and for staff to install is above the \$5,000 capital threshold.

FISCAL IMPACT: Increase capital budget \$8,000 to account for the purchase and installation

ATTACHMENTS:	General Plumbing Supply Quote	\$6,203.01
	Ferguson Waterworks Quote	\$6,321.95
	Core & Main Quote	\$6,572.05

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)

**** QUOTATION ****

GENERAL PLUMBING SUPPLY
P.O. BOX 3304
12720 MONO WAY
SONORA, CA 95370
209-532-5573 Fax 209-533-1280

QUOTE DATE	QUOTE NUMBER
09/10/24	S6227138
PRINTED	
10:25:27 11 SEP 2024	

BILL TO:
TRI DAM PROJECT
P O BOX 1158
PINECREST, CA 95364

SHIP TO:
TRI DAM PROJECT
P O BOX 1158
PINECREST, CA 95364
209-965-3996

ORDER DATE	ORDERED BY	PO# / JOB#	TERMS	ACCOUNT
09/10/24	GARY SAWYER	HYDRANT	2% 10th Net 25th	2389
GOOD THROUGH	SALESPERSON	RELEASE #	FREIGHT	PAGE
	JEFF COSTELLO (2)		No	1 of 1

LINE	ORDER QTY	DESCRIPTION	UNIT PRICE	NET AMOUNT
1	1ea	KENNEDY K-81D-5-1/4-42" 2H 1-PUMPER L/ACC YELLOW W/6" BOOT FIRE HYD 15463356151029 "YELLOW 02"	3954.792	3954.79
2	1ea	KENNEDY 8572 6" GATE VALVE FLGXMJ 6 L/ACC (OLD #-4572) 10106008572ZSS	1114.903	1114.90
3	3ea	ROMAC GRAP-DI-6IN DI & C900 GRIP RING	119.479	358.44
4	20FT	PIPE PVC C900 CL235 6" DR18 G/E	17.778	355.56
Subtotal				5783.69
Sales Tax				419.32
S&H CHGS				0.00
Amount Due				6203.01



FERGUSON #3302 (MODESTO)
 1600 LONE PALM AVE
 MODESTO, CA 95351-1578

Phone: 209-577-3333
 Fax: 209-529-6520

Deliver To:	
From:	Jeff Wilson jeff.wilson@ferguson.com
Comments:	

18:38:19 SEP 04 2024

Page 1 of 1

FERGUSON WATERWORKS #2777

Price Quotation
 Phone: 209-577-3333
 Fax: 209-529-6520

Bid No: B004287
Bid Date: 09/04/24
Quoted By: JCW

Cust Phone: 209-577-3333
Terms: CASH ON DEMAND

Customer: CASH SALES #3302
 1600 LONE PALM AVE
 MODESTO, CA 95351-1578

Ship To: CUSTOMER PICK-UP

Cust PO#:

Job Name: TRIDAM PROJECT

Item	Description	Quantity	Net Price	UM	Total
AFCB84BLAOL6MJN	5-1/4 B84B HYD 3'6 OL 6 MJ L/A	1	3930.438	EA	3930.44
C264006301191009	6 MJ X MJ GATE VLV W/ SS STEM *X	1	1451.196	EA	1451.20
SSLCEP6	6 PVC WDG REST GLND PK *ONELOK	3	114.280	EA	342.84
CG5	G-5BOX VLV BX NO LID	1	77.638	EA	77.64
CG5C	G-5C VLV BX CI LID WTR	1	58.330	EA	58.33
Net Total:					\$5860.45
Tax:					\$461.50
Freight:					\$0.00
Total:					\$6321.95

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3302&on=2595>



Bid Proposal for Tridam Project - Strawberry, CA

CASH SALE

Job Location: Strawberry, CA

Bid Date: 08/29/2024

Core & Main Bid #: 3730890

Core & Main

1268 Vanderbilt Circle

Manteca, CA 95337

Phone: 2098237500

Fax: 2098237550

Seq#	Qty	Description	Units	Price	Ext Price
10	1	F2545-2D MED 2'6" STOCKTON VERT BTM 4PN 1-1/4 PENT NUT OL	EA	6,127.79	6,127.79
				Sub Total	6,127.79
				Tax 444.20 0.00	
				Total	6,127.79
					<i>6572.05</i>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

BOARD AGENDA REPORT

Date: 9/19/2024
Staff: Summer Nicotero

SUBJECT: MISSIONSQUARE RETIREMENT HEALTH SAVINGS

RECOMMENDED ACTION: Consider approval of MissionSquare Retirement Health Savings Participation Agreement, Declaration of Trust, and adoption of Resolution 2024-07

BACKGROUND AND/OR HISTORY:

As part of the recent IBEW MOU negotiations, Tri Dam agreed to participate in a Retiree Health Savings Plan in lieu of the annual performance incentive. This plan will provide represented employees with an investment account for qualified retiree medical expenses on a tax-free basis. MissionSquare has a history of providing these plans for the public sector. In fact, OID has the same program for their represented employees.

Per the MOU, Tri Dam will contribute \$75 per pay period for each represented employee. In addition, on June 30, any vacation accrual over 300 hours will be cashed out and rolled into each employee's MissionSquare account. Represented employees have the option to choose a set amount to contribute on their own, but must decide collectively on an amount each year.

FISCAL IMPACT: Estimated \$45,000 annually depending on number of employees and amount of vacation accrual.

ATTACHMENTS: TDP Resolution 2024-07
Declaration of Trust
Retirement Health Savings Participation Agreement

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

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

RESOLUTION NO. 2024-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF TRI-DAM PROJECT FOR
ADOPTION OF THE MISSIONSQUARE RETIREMENT HEALTH SAVINGS (RHS)
PROGRAM**

Plan Number: 8 _____

Name of Employer: Tri-Dam Project State: California

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing, increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby adopts the MissionSquare Retirement Health Savings Program ("Program") through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan").

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee:

the Employer
the following position within the Employer: General Manager
(insert title of individual acting as trustee)

For the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the Tri-Dam Project Integral Part Trust in the form:

The sample trust made available by MissionSquare Retirement

BE IT FURTHER RESOLVED, that the General Manager shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

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 19th day of September 2024 by the following vote:

OAKDALE IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

OAKDALE IRRIGATION DISTRICT

SO. SAN JOAQUIN IRRIGATION DISTRICT

Tom D. Orvis, President

Mike Weststeyn, President

Scot Moody, Secretary

Peter M. Rietkerk, Secretary

Declaration of Trust of the

Tri-Dam Project

Name of Employer

Integral Part Trust

**Declaration of Trust of the
Tri-Dam Project**

(Name of Employer)

Integral Part Trust

Declaration of Trust made as of the 19 day of September, 2024, by and between
the (Name of Employer) Tri-Dam Project, (State) California

a (Type of Entity) Joint Venture between Oakdale Irrigation District & So. San Joaquin Irrigation District

(hereinafter referred to as the "Employer") and (Name or Title of Trustee) Board President

or its designee (hereinafter referred to as the "Trustee").

Recitals

WHEREAS, the Employer is a political subdivision of the State of (state) California exempt from federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post- retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this sample Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the sample

Declaration of Trust of the (Name of Employer) Tri-Dam Project

Integral Part Trust (hereinafter referred to as the "Trust"), and agree that the following constitute the sample Declaration of Trust (hereinafter referred to as the "Declaration"):

Article I

Definitions

- 1.1 **Definitions.** For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.
- (a) **"Account"** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
 - (b) **"Administrator"** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
 - (c) **"Beneficiary"** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must revert in accordance with the Employer's election under Section VIII of the MissionSquare RHS Adoption Agreement.
 - (d) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.
 - (e) **"Dependent"** means (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
 - (f) **"Investment Fund"** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
 - (g) **"Nonforfeitable Interest"** means the interest of the Participant or the Participant's Spouse and Dependent (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.
 - (h) **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married.
 - (i) **"Trust"** means the trust established by this Declaration.
 - (j) **"Trustee"** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

Article II

Establishment of Trust

- 2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

Article III

Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of California.
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

Article IV

Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This Trust may reimburse the Employer, or the Administrator for insurance premiums.

Article V

General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

Article VI

Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein)

the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:

- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
 - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
 - (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
 - (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.
- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will

be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

Article VII

Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

Article VIII

Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

Article IX

Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

Article X

Accounting

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

Article XI

Miscellaneous Provisions

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

Article XII

Amendment and Termination

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

Article XIII

Successor Trustees

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

Article XIV

Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

Article XV

Protective Clause

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER:

By: _____ Title: General Manager

TRUSTEE(S):

By: _____ Title: OID Board President

By: _____ Title: SSJID Board President

By: _____ Title: _____

VantageTrust II Participation Agreement

VantageTrust II Multiple Collective Investment Funds Trust Participation Agreement

This Participation Agreement is by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and is effective as of the date of the authorized signature at the end of this Agreement (the "Retirement Trust").

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed MissionSquare Retirement, or its wholly owned subsidiary, MissionSquare Investments, investment advisors registered under the Investment Advisers Act of 1940, as an investment advisor, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer acknowledges that the Trust Company has appointed MissionSquare Retirement to perform various administrative functions of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of MissionSquare Retirement.
2. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.
3. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.

4. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (17) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.
5. **Term and Termination.** This Agreement shall be in effect from the day specified at the end of this Agreement until termination by Employer or Trust Company upon ninety (90) days prior written notice.
6. **Termination Restriction.** Employer acknowledges and agrees that, consistent with the terms applicable to the MissionSquare PLUS Fund as outlined in the Disclosure Memorandum, MissionSquare Investments retains full discretion to defer Employer-initiated withdrawals from the MissionSquare PLUS Fund for a period of not more than 12 months following notice of termination of this Agreement.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:
 - A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
 - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - iii. Section 401(a)(24) governmental plans; or
 - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
 - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
 - B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to,

- and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100, as amended or clarified from time to time;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
 - D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made;
 - E. Employer will not transmit, or cause to be transmitted, any order for purchase or redemption of units of the MissionSquare PLUS Fund that are not based on instructions communicated in proper form by Retirement Plan participants; and
 - F. Employer will not use the MissionSquare PLUS Fund as a temporary holding account, default investment, or investment account for employer level accounts including revenue sharing accounts or any other non-participant account. Notwithstanding the foregoing, the Employer can use the MissionSquare PLUS Fund in a forfeiture account.
2. Employer hereby represents and acknowledges the following:
- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.
 - B. The Declaration of Trust, any addenda thereto, the Disclosure Memorandum, any applicable Fund Fact Sheets, and any additional materials and information requested by the Employer describing the Trust and its business and operation have been made available to the Employer and have been reviewed by the Employer, and that in making a prudent investment decision with respect to the contribution of assets to Trust in exchange for units and the current or future selection of one or more Funds, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
 - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
 - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
 - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
 - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given

to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

4. Upon reasonable request by the Trust Company, Employer agrees to provide the Trust Company with a list of all Employer affiliates that provide financial services to Employer, including any broker-dealer.
5. Employer acknowledges that the Trust may invest in a range of securities, whether directly or indirectly through another pooled investment vehicle. Employer acknowledges and agrees that it is solely responsible for determining that the Retirement Trust's investment in the Trust will not contravene any provision of existing law or regulations applicable to the Retirement Trust, or of the organizational or governing documents of the Retirement Trust.

FEES AND EXPENSES

1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

MISCELLANEOUS

1. **Consent to Electronic Delivery.** By submitting an email address on the signature page of this Agreement, the Employer hereby authorizes, and agrees to the use of electronic mail or web-based availability to deliver all documents required to be delivered by, or on behalf of, the Fund to the Employer under applicable law or regulation and pursuant to the Declaration of Trust, such delivery or notice of web-based availability to be sent to the email address listed on the signature page of this Agreement, unless Employer otherwise notifies Trust Company in writing. The Employer may elect not to receive such documents by electronic means by submitting a written request to Trust Company.
2. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
3. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
4. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
5. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

6. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Employee Retirement Income Security Act of 1974 ("ERISA"), Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
7. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.
8. **Notice.** All notices under this Participation Agreement must be sent in writing to the below address:

VantageTrust Company, LLC
c/o MissionSquare Retirement
Attn: Legal Department
777 North Capitol Street, NE
Washington, DC 20002

9. **Electronic Signatures.** The parties agree that this document may be electronically signed and that any electronic signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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BOARD AGENDA REPORT

Date: 9/19/2024
Staff: Summer Nicotero

SUBJECT: USGS Fiscal Year 2025 Streamgaging Agreement

RECOMMENDED ACTION: Consider approval of the United States Geological Survey (USGS) Streamgaging Agreement for FY2025.

BACKGROUND AND/OR HISTORY:

Under Article 8 of the Beardsley/Donnells and Tulloch FERC licenses, Tri-Dam is required to install and maintain gages and streamgaging stations for the purpose of determining the stage and flow of the streams on which the project is located, the amount of water held in and withdrawn from storage, and the effective head on the turbines. The installation of gages, the rating of said streams, and the determination of flow, shall be under the supervision of the District Engineer of the USGS, and the Licensee shall advance to the USGS the amount of funds estimated to be necessary for such supervision, or cooperation for such periods as may mutually be agreed upon. These fees are for reservoir, river and stream level monitoring, as well as the end of year full-record review of all data. The prior agreement was authorized last year for \$60,470. This rate will increase by 6% in FY25 to \$64,080. The Authority portion of this total is \$7,150 and is not included for Board approval as it is within the General Managers approval limit.

Fiscal Impact: \$56,930 for October 2024 through September 2025. Included in budget

ATTACHMENTS: USGS Joint Funding Agreement USGS Funding Summary \$64,080

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 of the Oakdale & South San Joaquin Irrigation District
Attachment for 25ZGFERC0400013
2024-10-01 to 2025-09-30

SURFACE WATER

SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. OTHER CASH FUNDS	TOTAL COST
11292600	DONNELL LK NR DARDANELLE CA						
	Storage, Continuous	STORCONT	1	1		\$9,750	
				SW Total:			\$9,750
11292610	DONNELL PH NR STRAWBERRY CA						
	Powerhouse record	QFURN-PH	1	1		\$590	
				SW Total:			\$590
11292615	MF STANISLAUS R LOW FLOW REL BL DONNELL LAKE						
	AVM quality assurance check-review	QFURN-AVM	1	1		\$1,590	
				SW Total:			\$1,590
11292700	MF STANISLAUS R A HELLS HALF ACRE BRIDGE CA						
	Streamflow, Full Record Review	QFURN	1	1		\$6,560	
				SW Total:			\$6,560
11292800	BEARDSLEY LAKE NEAR STRAWBERRY CA						
	Storage, Continuous	STORCONT	1	1		\$9,750	
				SW Total:			\$9,750
11292820	BEARDSLEY PH NR STRAWBERRY CA						
	Powerhouse record	QFURN-PH	1	1		\$590	
				SW Total:			\$590
11292860	JW SOUTHERN PP A SND BAR DIV DAM NR LNG BRN CA						
	Powerhouse record	QFURN-PH	1	1		\$590	
				SW Total:			\$590
11292900	MF STANISLAUS R BL BEARDSLEY DAM CA						
	Streamflow, Full Record Review	QFURN	1	1		\$6,560	
				SW Total:			\$6,560
11299995	TULLOCH RES NR KNIGHTS FERRY CA						
	Storage, Continuous	STORCONT	1	1		\$9,750	
				SW Total:			\$9,750
11299996	TULLOCH PH NR KNIGHTS FERRY CA						
	Powerhouse record	QFURN-PH	1	1		\$590	
				SW Total:			\$590
11300500	S SAN JOAQUIN CN NR KNIGHTS FERRY CA						
	Canal Record	QFURN-canal	1	1		\$5,600	
				SW Total:			\$5,600
11301000	OAKDALE CN NR KNIGHTS FERRY CA						
	Canal Record	QFURN-canal	1	1		\$5,600	
				SW Total:			\$5,600
11302000	STANISLAUS R BL GOODWIN DAM NR KNIGHTS FERRY CA						
	Streamflow, Full Record Review	QFURN	1	1	\$6,560		
	SW Total:						\$6,560

SW Grand Total: \$64,080 \$64,080

SUMMARY FOR				
TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)		\$64,080		\$64,080
GRAND TOTAL				\$64,080

GENERAL MANAGER BOARD REPORT

Summer Nicotero
September 19, 2024

1. Welcome to Alex Brown! Alex brings an extensive background in dam safety, most recently working for PG&E in dam safety and engineering and formerly working with the Federal Bureau of Reclamation, the Army Corps of Engineers, the California Department of Water Resources, and South Feather Water and Power. He has taken on this opportunity to build an in-house dam safety program whole-heartedly and is diving right in. He resides in Redding and is staying in the GM house while he house hunts and begins the relocation process. We are very excited to welcome Alex aboard!
2. The functional EAP was a success! We incorporated as many Tri-Dam personnel as we could to ensure there was a level of involvement in the process that allowed for learning while enacting an emergency response to a complex set of circumstances. It was a great day. We especially appreciate the attendance of Tuolumne and Calaveras County Sheriff's Departments, CalTrans, USFS, FERC, and Calaveras OES.
3. Our annual Christmas party is in the planning stages with a date of December 6th at 6 pm. This will be the day following the last day of the ACWA fall conference. The dinner will be held at Teleli Golf Course in Sonora. We will be sending out invitations shortly. We look forward to celebrating the close of a fantastic year.
4. I coordinated efforts with our Leads to conduct employee reviews for the entire organization. We have one left to complete and one on the horizon for a probationary employee. I value the one-on-one opportunity to discuss each person's contribution to the Project, areas to focus on in the coming year, and their input on what they would like to contribute as well.
5. We are working closely with SVP as we head into the final months of 2024. Our storage targets are being met and will continue to be monitored in the coming months. PG&E has a string of outages at the beginning of October that will take various plants offline. The second week of October we will be islanding for PG&E for several days. Once the outages are complete, we will review our storage levels and ensure we will meet all targets while keeping our maintenance outage schedules on track. Beardsley and Sand Bar will be on maintenance outage beginning in early November and wrapping up in time for Thanksgiving. Donnells will be on maintenance outage for the first two weeks of December.
6. Congratulations to Donald Larson for taking on a new role as Technician. Donald has been with Tri-Dam for 9 years focusing his efforts on Operations. He has taken the initiative to switch gears and learn the Communications side of the Project. We are excited to foster his interest and look forward to supporting his growth.
7. The October advisory meeting is tentatively scheduled for Monday, October 7th at SSJID. I will take input on the time to ensure it doesn't conflict with committee member schedules.

OPERATIONS BOARD REPORT

Brett Gordon

September 19, 2024

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	55,803	(2,602)
Beardsley	49,069	(24,676)
Tulloch	64,809	1,544
New Melones	1,865,952	(67,579)

Outages:

Plant	Dates	Duration	Cause
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No outages to report

Operations Report:

New Melones Inflows:

Total inflows for water year 23/24 as of August 31: 920,368 A/F.

District Usage:

Total District usage for the water year 23/24 as of August 31: 390,304 A/F.

Precipitation:

Total precipitation for the month of August: 0.06 inches.

Other Activities:

1. Daily checks all powerhouses
2. Attended the Emergency Action Plan functional as required by the FERC

BEARDSLEY PRECIPITATION

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	0.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30
2022-23	0.00	0.29	2.27	0.02	3.83	12.65	21.85	5.43	15.48	0.22	1.12	1.10	64.26
2023-24	0.00	1.27	1.51	0.25	2.64	3.16	6.69	10.49	8.71	3.08	1.59	0.00	39.39
2024-25	0.00	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.15	5.88	3.38	1.88	0.63	38.87
2024-25 +/-	(0.15)	(0.15)	(0.74)	(2.23)	(4.70)	(6.18)	(6.74)	(6.15)	(5.88)	(3.38)	(1.88)	(0.63)	(38.81)

ANNUAL AVERAGE

38.87

INCHES +/- ANNUAL AVERAGE

(38.81)

Updated as of 10-Sep-24

PERCENT OF ANNUAL AVERAGE

0%

MAINTENANCE BOARD REPORT

Stewart / Hogue
September 19, 2024

1. Posted new Tulloch day use signage, repaired sprinkler boxes and installed locks on toilet paper dispensers. Also repaired the electric road gate after it was vandalized.
2. Moved division control from telemetry (Sierra Controls) to microwave due to increased instability due to unpredictable interference. The microwave link has been, at least for now, more stable. These issues should be resolved once the Jordon well site tower is completed, and equipment/antennas are moved
3. Completed weekly Tulloch reservoir maintenance and debris removal. Replaced broken/sunken buoys and removed garbage.
4. Participated in hazardous materials spill clean-up effort after the semi-truck crash on O'Byrnes Ferry Road Bridge. The accident caused diesel fuel from the saddle tanks to spill onto the bridge and into the water.
5. Personnel completed a 2-day NFPA 70E arc flash electrical safety training program.
6. Removed and replaced the Donnells Dam Generator. This generator is the main power supply for the dam and is the sole source of power for critical components such as the spill gates, low level outlet valves, and intake gates. Also took the opportunity to modernize the breaker panels and wiring.
7. Tulloch primary CAISO revenue meter has failed. We were able to fail over to our back-up meter. Both primary and B/U meters have been on order with Ulteig for months but there have been supply chain issues and have not received the replacements yet.
8. Performed the FERC required noxious weed survey with Strange Resource Management within the FERC boundaries of Tulloch.
9. Maintenance participated in the EAP (Emergency Action Plan) functional exercise. We now have a much better understating in the role we would play in the event of an actual emergency and how the EAP is implemented.
10. Maintenance staff participated and attended the Tri-Dam safety week where we covered a variety of topics to include, but no limited to, cultural resources, spill prevention control and countermeasures (SPCC), bomb threat, workplace violence, arc flash, CPR, etc.
11. Per FERC recommendation, completed the Donnells brush and tree removal of both crotches of the downstream faces of the dam.
12. Met with TCB contractors for a job walk to go over job scope and planning for upcoming Beardsley Dam trunnion pin job that is scheduled to start in September.
13. Conducted Technician interviews. An internal applicant, Donald Larson, was awarded the position.



Aquatic Weed Survey



Tulloch Debris Removal



Donnells Vegetation Clearing



Beardsley Spillway Maintenance

REGULATORY AFFAIRS BOARD REPORT

Tracey McKnight
September 19, 2024

FERC Compliance:

- **5-Year Noxious Plant Report (P. 2005):** We are currently drafting our updated report to FERC, which will incorporate the latest developments and improvements from our recent field monitoring and survey conducted on July 30th. This comprehensive update will include recent field observations, enhanced methodologies, and a reaffirmation of our commitment to environmental stewardship.
- **15-Year Western Pond Turtle Habitat and Presence Survey:** In July, Terry Strange of Strange Resource Management conducted the 15-Year Western Pond Turtle Habitat and Presence Survey at Tulloch Reservoir. We are now awaiting the full report, which is expected by the end of October. Once the report is received, I will begin drafting our comprehensive update for FERC, ensuring that the latest findings and insights are fully integrated into our submission.
- **Aquatic Nuisance Vegetation Management Plan (P. 2067):** We successfully completed the invasive weed surveys at Tulloch Reservoir. Terry Strange of Strange Resource Management conducted a thorough survey, rechecking numerous locations to ensure the accuracy and comprehensiveness of the weed identification. He plans to confirm the identification of invasive plant species and provided valuable insights into their distribution and impact.

Special thanks are extended to Gary Sawyer and Jordan Wylie for their significant contributions; they assisted Terry by operating the boat during the survey and meticulously logging the necessary information. Terry will be providing a report by the end of October. I will integrate the detailed survey results and finalize the draft for submission to FERC, ensuring that our compliance and environmental management efforts are thoroughly documented.

- **Emergency Action Plan (EAP):** We recently completed our scheduled Emergency Action Plan (EAP) functional exercise on Tuesday, August 20, 2024, at 18440 Striker Court, Sonora. Gannett Fleming served as the consultant for this event. The event saw great attendance from key stakeholders, including law enforcement, fire departments, the Office of Emergency Services (OES), Cal-Trans, US Forrest Service and, importantly, our Tri-Dam staff. The participation from these groups was exceptional and contributed significantly to the success of the exercise.

Our Tri-Dam staff performed admirably during the interactive EAP exercise, demonstrating a solid understanding of the emergency procedures and effectively engaging with the process. They excelled in practicing critical decision-making and comprehending the procedures required for various emergency scenarios. During the exercise, it was noted that we were able to identify areas where the EAP binders and information required updates and improvements. This feedback will be invaluable as we work to enhance and refine our Emergency Action Plan to better address potential challenges and ensure continued readiness.

Permit and Other Assignments Update:

- Our Safety Week, held from September 3 to September 5, 2024, was highly successful and well-received by all staff members. The training program covered a broad range of essential safety topics, ensuring that all team members were well-prepared and informed. The agenda included an introduction to safety and security, cultural and biological resources training, spill prevention and control, and an annual USFS overview. Additional sessions focused on personal protective equipment, service awards, workplace violence policy, and a refresher on HR and online safety training.

REGULATORY AFFAIRS BOARD REPORT

Tracey McKnight
September 19, 2024

The second day featured critical reviews of bomb threats and sabotage, ARC flash training, and CPR/First Aid certification. The final day included training on the Owner's Dam Safety Program and hearing tests.

Overall, the week was a comprehensive and effective training experience, enhancing our team's safety knowledge and readiness. The engagement and participation of all staff contributed to the success of the program, underscoring our commitment to maintaining a safe and secure work environment.

I would also like to highlight the exceptional efforts of our General Manager, Summer Nicotero, whose leadership was instrumental in the success of Safety Week. Her dedication and organization ensured that the program was not only thorough but also well-received by the Tri-Dam staff.

- **Stakeholder Engagement:** The annual Lake Tulloch Shores Association event, held on Saturday, August 31, was a resounding success. The gathering saw strong participation from key stakeholders, including Copper Fire, the Calaveras County Boat Patrol Marine Division, the Calaveras County Water District, and various external vendors. Tri-Dam's information and engagement with the Tulloch Shores Association residents were exceptionally well received.

The event offered a valuable opportunity for public engagement. I addressed residents' permitting questions and fostered a greater understanding of our initiatives. Tri-Dam distributed information, answered numerous questions related to permitting, and made valuable connections by putting faces to names. Our vegetation management efforts were highlighted through a demonstration of our weed barrier mats, and four applications were handed out to interested parties. Additionally, I conducted a five-minute information session for the crowd, during which I addressed public questions. This session was well received and contributed to the overall success of the event, enhancing our community outreach and underscoring our commitment to effective public communication.

- **Tulloch Day Use Update:** We are continuing to enhance signage and work with Calaveras County Sheriff's Office and Copper Fire to improve law enforcement presence and fire lane management. We are getting quotes for fire line striping in the parking lot and add a Day Use kiosk that important signage can be displayed including signage that will highlight the Copper Fire program for loaning out life jackets to those in need of one while they use the Day Use Facilities.
- **Permit Progression:**
The Compliance Coordinator is actively managing open permits, addressing non-compliance issues, conducting site reviews, and handling permit processing inquiries for various properties at Tulloch. Notably, 20 permit applications have been approved within the 2024 calendar year. Since the last board meeting:
 - **2 new Tulloch encroachment permits** applications including a request for **modification** on an open permit has been received.
 - **1 final inspection** has been successfully completed.

Generation & Revenue Report

August 2024



Donnells							
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Avoided Generation (kWh)	Resource Adequacy (kW)	Ancillary Services	2024 Budget	2024 Energy Revenue
JAN	17,389,989	13,451,010	-	72,000	65,660	\$1,770,582	\$1,551,192
FEB	17,229,608	15,496,866	-	72,000	63,710	\$1,782,992	\$1,642,956
MAR	23,070,659	18,883,610	-	72,000	63,690	\$1,513,854	\$1,881,262
APR	31,686,865	29,203,254	-	72,000	63,571	\$2,045,889	\$2,717,035
MAY	41,216,149	24,289,400	21,509,200	72,000	63,165	\$2,119,856	\$4,132,852
JUN	42,555,036	36,230,794	7,655,870	72,000	65,670	\$1,975,938	\$4,124,490
JUL	36,444,466	17,370,659	-	72,000	67,000	\$2,421,488	\$1,407,023
AUG	27,568,740	6,795,569	-	72,000	67,000	2,194,478	\$550,441
SEP	20,111,167		-				\$0
OCT	12,743,535		-				\$0
NOV	12,042,987		-				\$0
DEC	14,354,891		-				\$0
Total	296,414,092	161,721,162	29,165,070	576,000	519,466	\$15,825,077	\$18,007,251

Beardsley					
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	2024 Budget	2024 Energy Revenue
JAN	3,150,048	2,526,874	4,300	\$210,026	\$240,961
FEB	2,927,753	2,602,705	2,740	\$137,175	\$236,163
MAR	3,584,274	3,947,943	2,000	\$132,375	\$347,523
APR	4,717,464	6,051,314	6,540	\$303,908	\$546,573
MAY	5,799,593	8,150,655	5,960	\$316,614	\$730,756
JUN	6,336,073	8,118,103	9,100	\$343,475	\$761,857
JUL	6,629,514	8,225,723	5,540	\$368,142	\$707,412
AUG	6,269,748	6,478,657	5,940	\$307,532	\$557,164
SEP	5,223,523				\$0
OCT	3,752,220				\$0
NOV	2,794,775				\$0
DEC	3,713,920				\$0
Total	54,898,907	46,101,973	42,120	\$2,119,247	\$4,128,410

Tulloch					
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	2024 Budget	2024 Energy Revenue
JAN	4,271,885	5,772,875	3,870	\$298,186	\$517,752
FEB	5,024,913	8,080,003	7,970	\$320,156	\$730,745
MAR	7,580,691	12,945,175	12,420	\$322,441	\$1,162,965
APR	10,811,027	11,597,756	16,580	\$346,041	\$1,063,727
MAY	12,131,040	17,158,754	20,510	\$382,161	\$1,578,203
JUN	12,084,818	17,782,494	23,230	\$427,001	\$1,691,904
JUL	12,609,174	16,456,471	20,550	\$449,961	\$1,415,257
AUG	11,868,293	12,421,592	18,150	498,741	\$1,068,257
SEP	8,577,620				\$0
OCT	4,664,124				\$0
NOV	2,487,256				\$0
DEC	3,288,702				\$0
Total	95,399,542	102,215,121	123,280	\$3,044,688	\$9,228,810

*August generation is estimated

Generation & Revenue Report (cont'd)

August 2024



Project Total						
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	Ancillary Services	2024 Budget	2024 Energy Revenue
JAN	24,811,922	21,750,759	80,170	65,660	\$ 2,278,794	\$2,309,905
FEB	25,182,274	26,179,573	82,710	63,710	\$ 2,240,323	\$2,609,864
MAR	34,235,623	35,776,728	86,420	63,690	\$ 1,968,670	\$3,391,751
APR	47,215,356	46,852,324	95,120	63,571	\$ 2,695,838	\$4,327,335
MAY	59,146,782	71,108,009	98,470	63,165	\$ 2,818,631	\$6,441,811
JUN	60,975,928	69,787,260	104,330	65,670	\$ 2,746,414	\$6,578,251
JUL	55,683,154	42,052,854	98,090	67,000	\$ 3,239,591	\$3,529,692
AUG	45,706,781	25,695,818	96,090	67,000	\$ 3,000,751	\$2,175,863
SEP	33,912,310	-	-	-	\$ -	\$0
OCT	21,159,879	-	-	-	\$ -	\$0
NOV	17,325,019	-	-	-	\$ -	\$0
DEC	21,357,513	-	-	-	\$ -	\$0
Total	446,712,540	339,203,325	741,400	519,466	\$20,989,012	\$31,364,471

149%

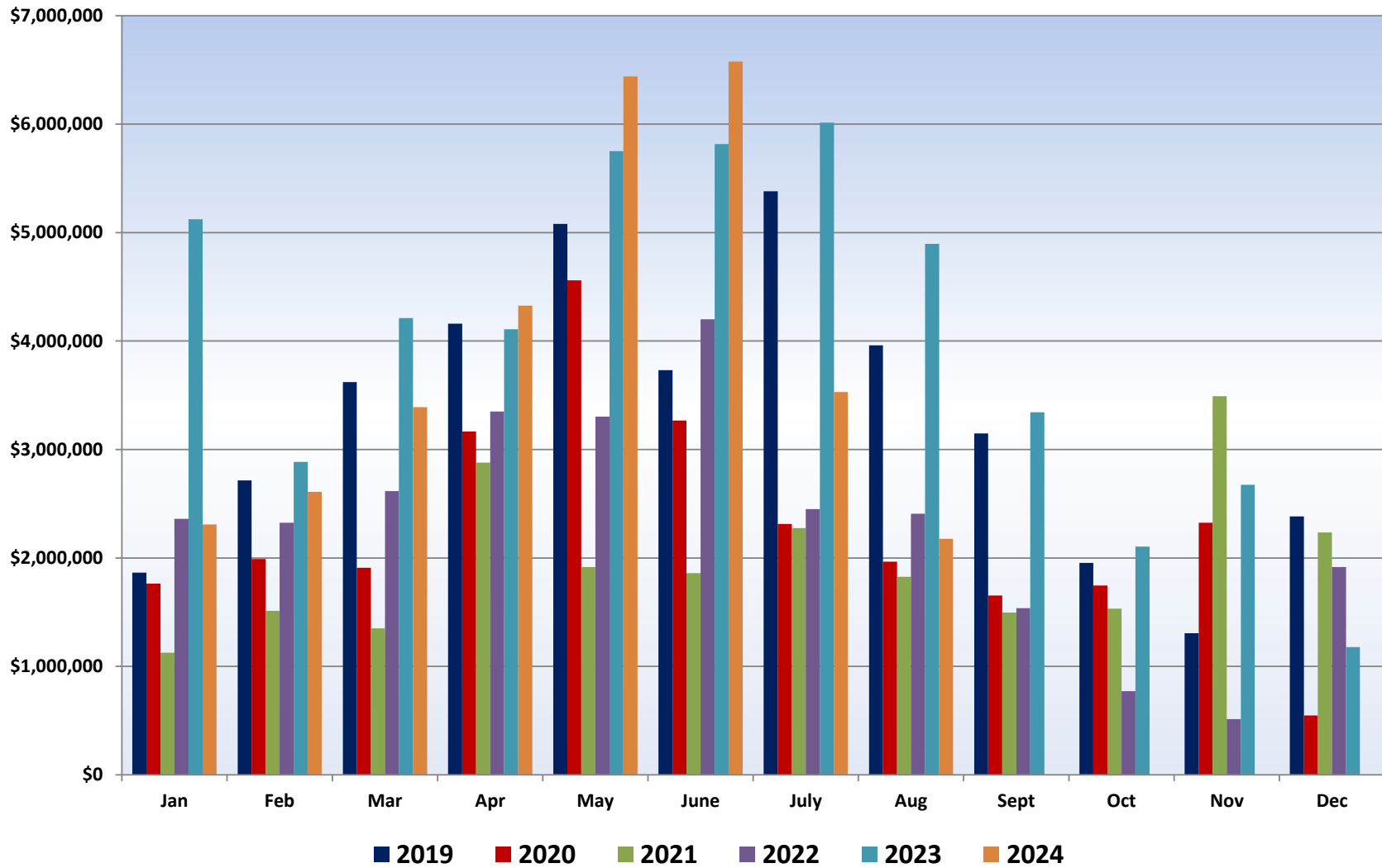
Tri-Dam Power Authority - Sandbar

	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	2024 Budget	2024 Energy Revenue
JAN	4,663,654	3,192,570	8,920	\$524,092	\$323,621
FEB	3,946,606	3,693,906	4,250	\$293,227	\$336,801
MAR	5,290,014	6,368,842	680	\$269,419	\$550,440
APR	6,873,822	9,305,525	6,470	\$588,271	\$826,155
MAY	8,065,189	11,394,752	6,640	\$639,604	\$1,013,149
JUN	8,750,023	10,830,143	6,600	\$634,702	\$977,592
JUL	9,133,101	11,222,018	5,420	\$667,954	\$965,560
AUG	8,560,581	8,967,641	3,570	569,914	\$771,524
SEP	6,928,285				\$0
OCT	4,898,944				\$0
NOV	2,947,604				\$0
DEC	5,554,123				\$0
Total	75,611,948	64,975,398	42,550	\$4,187,183	\$5,764,842

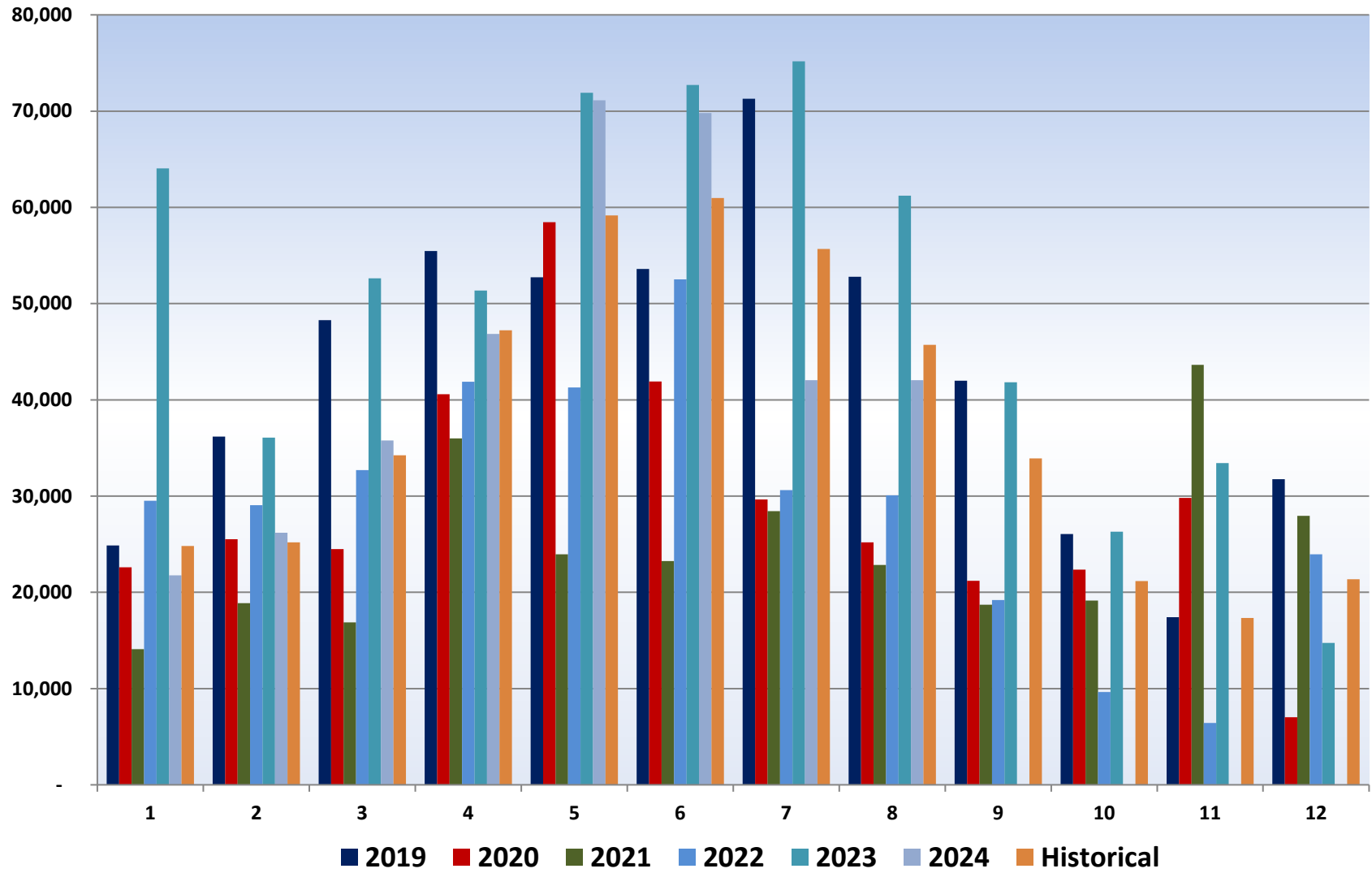
138%

Note: Price per MWh is \$81 at Donnells and \$86 at all other plants

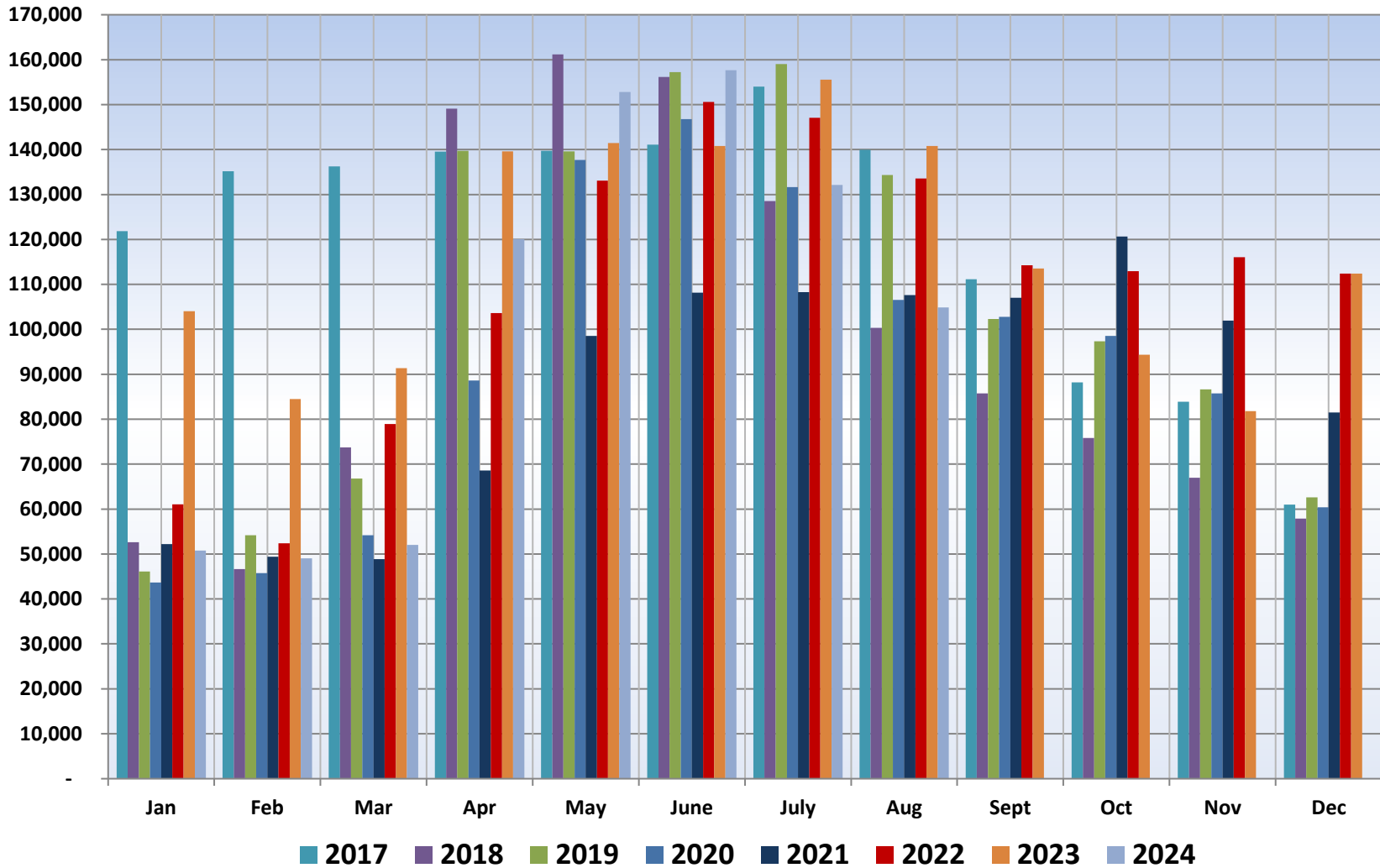
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnellis & Beardsley



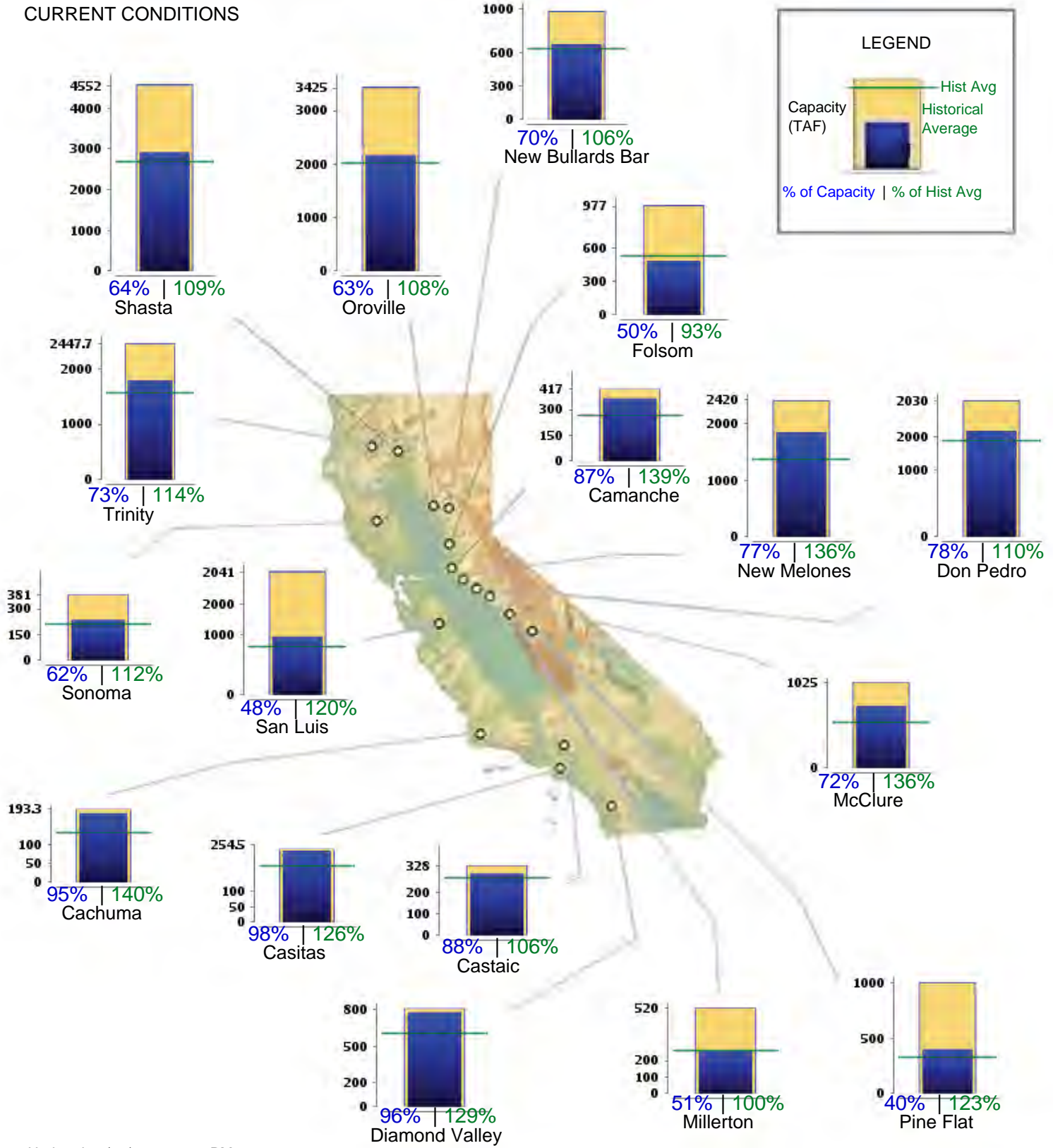
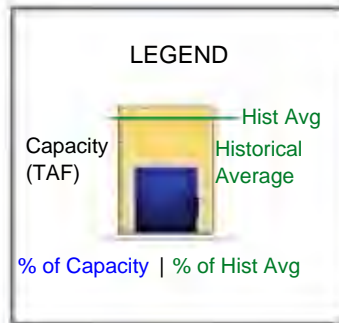


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - September 10, 2024

CURRENT CONDITIONS





September 11, 2024

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

Re: August 2024 Invoice

Dear Miss Nicotero:

Enclosed is an invoice for consulting services provided by FISHBIO during August. Effort during August focused on continued data analyses and writing in support of final project reporting for the WIIN Act Stanislaus Native Fish Plan study. Three chapters were completed during the month and are under internal review by FISHBIO staff. Preparation of the report remains on schedule for the first complete draft to be available in December.

The annual *O. mykiss* census was also completed during August. Data are under review and will be summarized and analyzed for development of the annual report.

Budget Summary

2024	<i>O. mykiss</i>			Total
	Non-natives	Census	Stock-recruit	
Jan	\$ 8,290.00	\$ -	\$ -	\$ 8,290.00
Feb	\$ 8,610.00	\$ -	\$ -	\$ 8,610.00
Mar	\$ 11,460.00	\$ -	\$ -	\$ 11,460.00
Apr	\$ 8,085.00	\$ 1,051.07	\$ 10,030.00	\$ 19,166.07
May	\$ 21,325.00	\$ 1,450.00	\$ 3,195.00	\$ 25,970.00
Jun	\$ 19,925.00	\$ -	\$ -	\$ 19,925.00
Jul	\$ 14,445.00	\$ 3,060.00	\$ 12,180.00	\$ 29,685.00
Aug	\$ 14,455.00	\$ 41,657.50	\$ -	\$ 56,112.50
TOTAL	\$ 106,595.00	\$ 47,218.57	\$ 25,405.00	\$ 179,218.57
Estimated 2024	\$ 125,000.00	\$ 60,000.00	\$ 30,000.00	\$ 215,000.00
Remaining	\$ 18,405.00	\$ 12,781.43	\$ 4,595.00	\$ 35,781.43

Sincerely,


Andrea Fuller

SJB August Field Report

Preliminary production estimates were recently calculated for the 2024 juvenile Chinook salmon outmigration season in the Tuolumne River (Figure 1-2). A total of 933,973 juvenile salmon were estimated to have passed the Waterford RST in 2024, and 95% consisted of fry-sized salmon (Figure 1). Production in the Tuolumne River in 2024 was the highest observed since monitoring began in 2006 (Figure 1).

A total of 292,721 juvenile salmon were estimated to have passed the Grayson RSTs in 2024 (Figure 2). Like Waterford, juvenile outmigration during 2024 was predominately fry-sized salmon (869%). Abundance in 2024 ranked 4th highest since monitoring began at Grayson in 1999. This past spring's abundance was similar to that observed in 2000 and 2001 when returns to the Tuolumne River were substantially higher. The escapement to the Tuolumne River in 2000 (outmigration 2001) was almost 18,000 salmon which was a modern-day record.

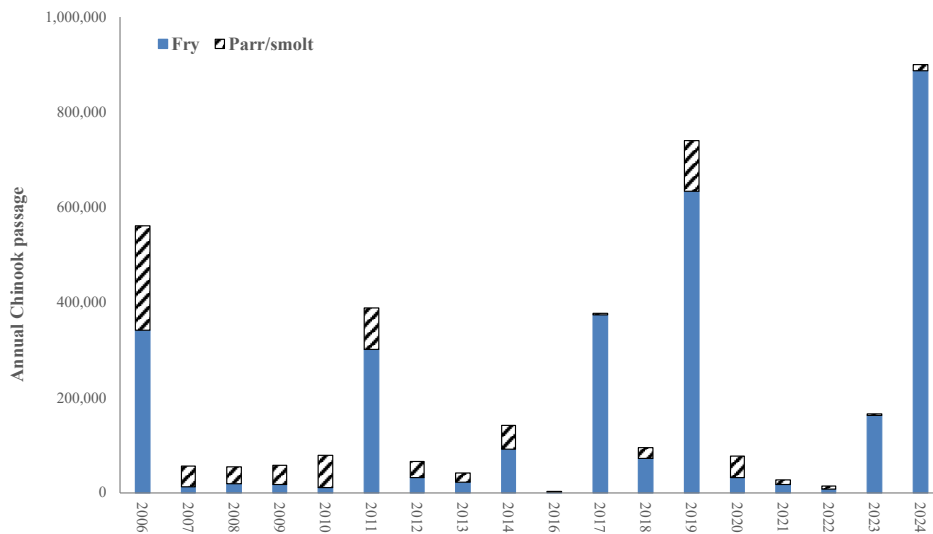


Figure 1. Annual Chinook Passage at the Tuolumne River rotary screw trap at Waterford, 2006-2024.

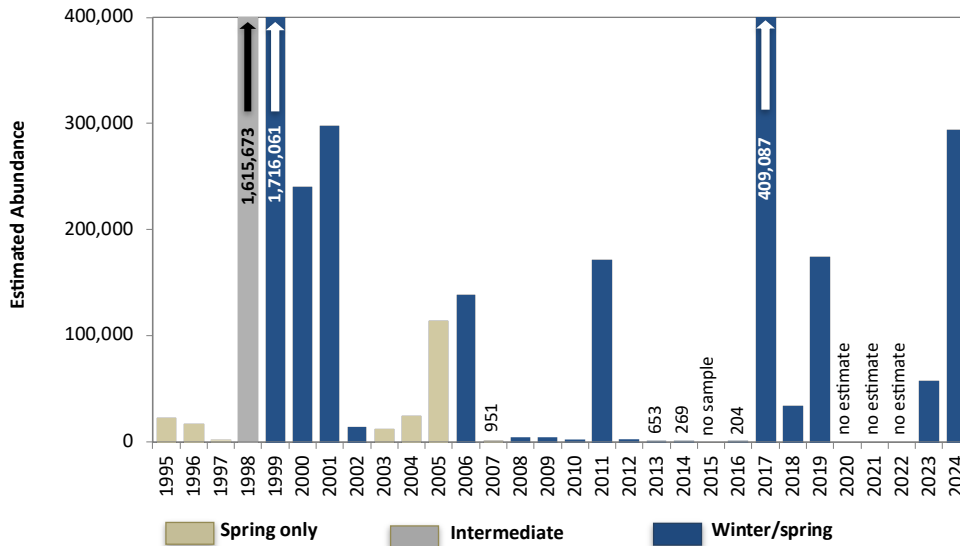


Figure 2. Annual Chinook Passage at the Tuolumne River rotary screw trap at Grayson, 1995-2024.

Preliminary estimates for YOY and Age 1+ *O. mykiss* were calculated for the 2023-24 migration season at the Calaveras RST. A total of 4,171 YOY and 2,253 Age 1+ *O. mykiss* were estimated to have migrated past the Calaveras RST between November 2, 2023 and June 28, 2024. Total passage ranked 7th highest since the trap began sampling in 2002 (Figure 3).

A total of 2,306 juvenile Chinook salmon were captured in the Calaveras RST but outmigration estimates have not yet been calculated. More than 200 adult salmon were observed passing through the Bellota weir in the fall of 2023.

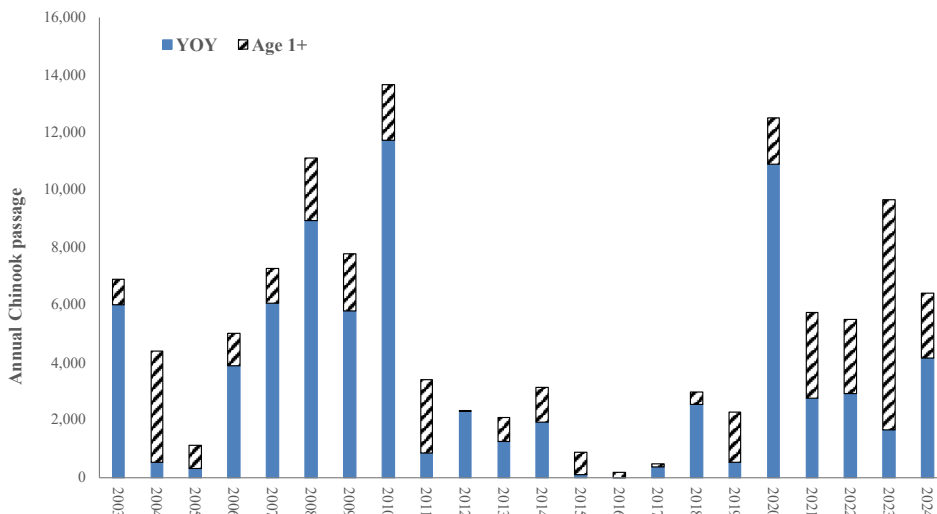


Figure 3. Annual *O. mykiss* passage at the Calaveras River rotary screw trap by lifestage, 2003-2024.

Fall-run Adult Migration Monitoring

The 2024 monitoring season for adult fall-run Chinook is upon us in the San Joaquin Basin. The Stanislaus River weir was installed on September 3-5. The Tuolumne River weir installation began on September 9.

Stanislaus *O. mykiss* Sampling

Monthly Stanislaus River hook-and-line surveys were conducted on August 13-14 from Knights Ferry to Orange Blossom Bridge. A total of 40 *O. mykiss* were captured, including one fish that was previously tagged by Cramer Fish Sciences (CFS). Total length of fish captured ranged from 114 mm (4.5 inches) to 370 mm (14.6 inches). Tissue and scale samples were collected from all “new” fish. They also received a PIT tag before being released in good condition in the same area they were captured. A total of 414 *O. mykiss* have been tagged since the project initiated last year.

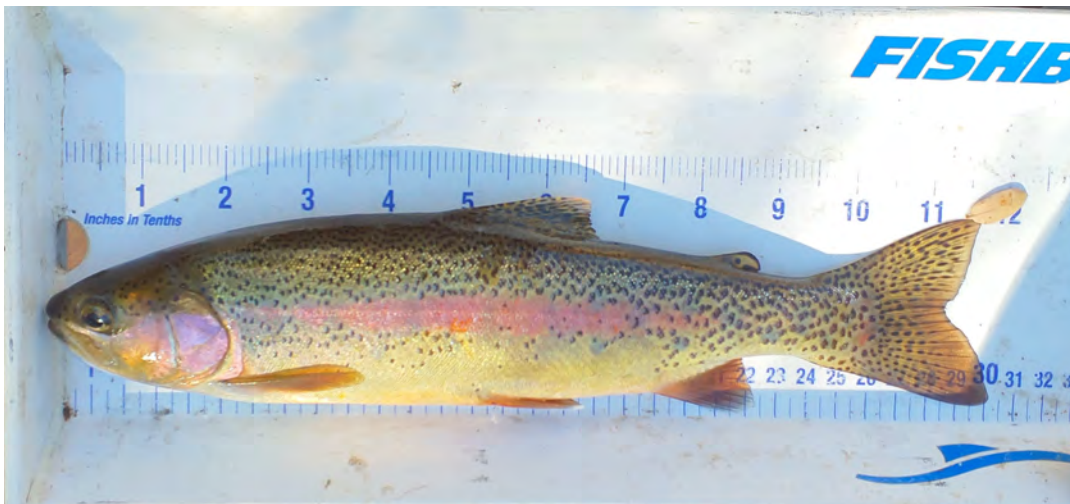


Figure 4. A 11.8-inch *O. mykiss* captured during the hook-and-line surveys.

Summer Snorkel Surveys

Snorkel surveys were conducted on the Stanislaus River from August 5-August 15 between Goodwin Dam and the Oakdale Treatment Plant.

Snorkel surveys were conducted in the Calaveras River from August 19–August 27 between New Hogan Dam and Dog Ranch Road.

Preliminary *O. mykiss* abundance estimates should be available for the Tuolumne, Stanislaus and Calaveras rivers in the coming months.

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT

September 19, 2024

Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 AM

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com) ON MONDAY, SEPTEMBER 16, 2024 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 TRI-DAM PROJECT WEB SITE (www.tridamproject.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://us02web.zoom.us/j/3585721867> or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing gmodrell@tridamproject.com by 3:00 p.m., Wednesday, September 18, 2024.

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) 965-3996 ext. 113, 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

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

1. Approve the Regular Board Meeting Minutes of August 15, 2024
 2. Approve the Financial Statements for the six months ending June 30, 2024
 3. Approve the August Statement of Obligations
-

ADJOURNMENT

ITEMS 4 - 5

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

BOARD AGENDA REPORT

Date: 9/19/2024
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority August 2024 Minutes

RECOMMENDED ACTION: Approve the regular meeting minutes of August 15, 2024.

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

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

VOTE:

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

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

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

August 15, 2024
Manteca, California

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

President Tobias called the meeting to order at 10:59 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
TOM ORVIS
BRAD DEBOER
LINDA SANTOS
HERMAN DOORNENBAL

JOHN HOLBROOK
DAVE KAMPER
MIKE WESTSTEYN
GLENN SPYKSMA

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Genna Modrell, Executive Asst., Tri-Dam Project; Scot Moody, General Manager, OID; Peter Rietkerk, General Manager, SSJID; Sonya Williams, Admin. & Finance Manager, SSJID; Matt Weber, Counsel, Downey Brand

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the special board meeting minutes of July 16, 2024.

ITEM #2 Approve the July statement of obligations

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

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Roos

ITEM 3 Commissioner Comments

Director Orvis – Happy Harvest and thanks for the keeping the lights on.

Directors DeBoer, Tobias, Holbrook & Weststeyn – Thanks to staff for taking care of things.

Director Santos – I appreciate the presentations today, I like to see the permits are moving forward. Thank you for all the work.

ADJOURNMENT

BOARD AGENDA REPORT

Date: September 19, 2024

Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Financial Statements for the Six Months ending June 30, 2024

RECOMMENDED ACTION: Approve the Financial Statements for the Six Months ending June 30, 2024

BACKGROUND AND/OR HISTORY:

As of the financial statement date of June 30, 2024, the Tri-Dam Power Authority (TDPA) cash decreased by \$3.4M from the prior year primarily due to higher distributions in January 2024 as compared to 2023 and a decrease in Power Sales Revenue.

TDPA has realized 73.2% of its annual budgeted operating revenues for 2024 and utilized 43.1% of its budgeted operating expenses.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 6/30/2024 (unaudited)

Board Motion:

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

VOTE:

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

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

Tri-Dam Power Authority

Statement of Net Position

June 30, 2024

(unaudited)

	2024	2023
Assets		
Cash	\$ 2,704,556	\$ 6,164,946
Investments	1,152,328	1,110,003
Accounts Receivable	2,102,486	930,025
Prepaid Expenses	-	-
Inventory	5,424	5,424
Capital Assets	45,525,784	45,390,788
Accumulated Depreciation	<u>(23,704,554)</u>	<u>(23,213,842)</u>
Total Assets	<u>27,786,022</u>	<u>30,387,344</u>
 Liabilities		
Accounts Payable	-	607
Due to Tri-Dam Project	-	157,843
Total Liabilities	<u>-</u>	<u>158,450</u>
 Net Position		
Net Position - Beginning of Year	33,799,906	29,672,949
Distributions	(9,490,000)	(4,400,000)
YTD Net Revenues	<u>3,476,116</u>	<u>4,955,945</u>
Total Net Position	<u>27,786,022</u>	<u>30,228,894</u>
 Total Liabilities and Net Position	 <u>\$ 27,786,022</u>	 <u>\$ 30,387,344</u>



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending June 30, 2024

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year MTD Actual	Prior Year MTD Var	Prior Year Variance %
Operating Revenues							
1 Power Sales	\$ 458,333	\$ 977,592	\$ 519,259	113.3%	\$ 921,311	\$ 56,281	6.1%
2 Other Operating Revenue	-	-	-	-	-	-	-
3 Total Operating Revenues	<u>458,333</u>	<u>977,592</u>	<u>519,259</u>	<u>113.3%</u>	<u>921,311</u>	<u>56,281</u>	<u>6.1%</u>
Operating Expenses							
4 Salaries and Wages	24,533	22,279	(2,254)	-9.2%	19,890	2,389	12.0%
5 Benefits and Overhead	9,267	7,514	(1,753)	-18.9%	7,845	(331)	-4.2%
6 Operations	917	337	(580)	-63.2%	379	(42)	-11.1%
7 Maintenance	1,333	947	(386)	-29.0%	-	947	0.0%
8 General & Administrative	43,925	2,787	(41,138)	-93.7%	5,482	(2,695)	-49.2%
9 Depreciation Expense	30,589	41,000	10,411	34.0%	40,785	215	0.5%
10 Total Operating Expenses	<u>110,564</u>	<u>74,864</u>	<u>(35,700)</u>	<u>-32.3%</u>	<u>74,381</u>	<u>483</u>	<u>0.6%</u>
11 Net Income From Operations	347,769	902,728	554,959	159.6%	846,930	55,798	6.6%
Nonoperating Revenues (Expenses)							
12 Investment Earnings	-	133	133	0.0%	8,734	(8,601)	-98.5%
13 Gain/(Loss) on Asset Disposal	-	-	-	-	-	-	0.0%
14 Other Income	-	-	-	-	-	-	-
15 Total Nonoperating Revenues (Expenses)	<u>-</u>	<u>133</u>	<u>133</u>	<u>0.0%</u>	<u>8,734</u>	<u>(8,601)</u>	<u>-98.5%</u>
16 Net Revenues	<u>\$ 347,769</u>	<u>\$ 902,861</u>	<u>\$ 555,092</u>	<u>159.6%</u>	<u>\$ 855,664</u>	<u>\$ 47,197</u>	<u>5.5%</u>



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending June 30, 2024

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 2,750,000	\$ 4,027,220	\$ 1,277,220	46.4%	\$ 5,499,350	\$ (1,472,130)	-26.8%
3 Other Revenue	-	-	-	-	-	-	-
4 Total Operating Revenues	<u>2,750,000</u>	<u>4,027,220</u>	<u>1,277,220</u>	<u>46.4%</u>	<u>5,499,350</u>	<u>(1,472,130)</u>	<u>-27%</u>
5							
6 Operating Expenses							
7 Salaries and Wages	147,200	115,373	(31,827)	-21.6%	116,703	(1,330)	-1.1%
8 Benefits and Overhead	55,600	44,101	(11,499)	-20.7%	41,065	3,036	7.4%
9 Operations	5,500	8,123	2,623	47.7%	6,851	1,272	18.6%
10 Maintenance	8,000	8,157	157	2.0%	2,545	5,612	220.5%
11 General & Administrative	263,550	149,963	(113,587)	-43.1%	168,282	(18,319)	-10.9%
12 Depreciation Expense	183,534	246,000	62,466	34.0%	244,710	1,290	0.5%
13 Total Operating Expenses	<u>663,384</u>	<u>571,717</u>	<u>(91,667)</u>	<u>-13.8%</u>	<u>580,156</u>	<u>(8,439)</u>	<u>-1.5%</u>
14							
15 Net Income From Operations	2,086,616	3,455,503	1,368,887	65.6%	4,919,194	(1,463,691)	-29.8%
16							
17 Nonoperating Revenues (Expenses)							
18 Investment Earnings	-	20,613	20,613	0.0%	36,751	(16,138)	-43.9%
19 Gain/(Loss) on Asset Disposal	-	-	-	-	-	-	0.0%
20 Other Income	-	-	-		-		
21 Total Nonoperating Revenues (Expenses)	<u>-</u>	<u>20,613</u>	<u>20,613</u>	<u>#DIV/0!</u>	<u>36,751</u>	<u>(16,138)</u>	<u>-43.9%</u>
22							
23 Net Revenues	<u>\$ 2,086,616</u>	<u>\$ 3,476,116</u>	<u>\$ 1,389,500</u>	<u>66.6%</u>	<u>\$ 4,955,945</u>	<u>\$ (1,479,829)</u>	<u>-29.9%</u>
24							

**Tri-Dam Authority
Capital Expenditures
Period ending June 30, 2024**

Account Number	Project & Purchase Description	Amended Budget 2024	2024 Actual Expenditures	Remaining Budget
1 2022 2-8-05-13-61301	Sandbar PH 115kV Pole Replace/Repair	1,000,000	1,181	998,819
2 2023 2-8-05-23-61002	Sandbar PH Bridge Board Repair	70,000	1,664	68,336
3 2023 2-8-05-23-61003	Sandbar PH Flowmeter	100,000		100,000
4 2024	Intake Trash Rack Replacement	10,000		
5 2024	Underground Beardsley PH to Sandbar Intake	750,000		
6 2024	Roof ReSeal SPH	30,000		
7 2023 2-8-05-35-63201	Upgrade SCADA RTU/RTAC	-	39,549	(39,549)
Total Capital		<u>\$ 1,960,000</u>	<u>\$ 42,394</u>	<u>\$ 1,127,606</u>

BOARD AGENDA REPORT

Date: 9/19/2024

Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority August Statement of Obligations

RECOMMENDED ACTION: Approve the August Statement of Obligations.

BACKGROUND AND/OR HISTORY:

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

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

Board Motion:

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

VOTE:

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

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

Tri-Dam Power Authority

Statement of Obligations

August 1, 2024 to August 31, 2024

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

**Period Covered
August 1, 2024 to August 31, 2024**

Total Obligations: **8** **checks** **in the amount of** **\$73,510.45**
(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,

Ed Tobias, President Date

Summer Nicotero, Secretary Date

Authority

August Checks



Check	Vendor No	Vendor	Date	Description	Amount
*131181	11413	AIS Trust Account, DBA Alliant Insur	08/15/2024	Zurich Comm. Property Ins. Renewal	31,261.16
*131187	11459	C&R Royal Service, Inc.	08/15/2024		40.70
*131202	10500	Oakdale Irrigation District	08/15/2024	Finance & Admin. Reimbursement	2,123.19
208423	11333	C.J. Brown & Company, CPAs	08/23/2024		928.00
208424	11343	Tim O'Laughlin, PLC	08/23/2024	Legal Matters	1,520.00
208425	11413	AIS Trust Account, DBA Alliant Insur	08/29/2024	Terrorism Ins. Renewal	37,164.00
208426	10516	Pacific Gas & Electric Co.	08/29/2024		360.40
*131255	11490	Touch Down Fire Inc.	08/29/2024		113.00

Report Total: \$ 73,510.45

**Payments were made through the Project account via the Due To/From GL #12410*