

AGENDA

**PANOCHÉ WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
May 11, 2021 – 9:00 a.m.**

**JOIN THE OPEN SESSION MEETING FROM YOUR COMPUTER, TABLET OR SMARTPHONE
THROUGH THE FOLLOWING MEANS:**

<https://global.gotomeeting.com/join/175158005>

AND PLEASE DIAL

Conference call in number: (844) 783-6236 Passcode: 209 364 6136

PRESIDENT’S ANNOUNCEMENT: Pursuant to Government Code Section 54952.3, let it be known that Board Members receive no compensation or stipend for simultaneous or serial order meetings of the Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

1. CALL TO ORDER

2. REVIEW OF AGENDA: The Board will consider corrections and/or additions to the Agenda of items requiring immediate action that came to the attention of the Board after the Agenda was posted.

3. ROLL CALL: A quorum will be confirmed and the Board will consider appointment of an acting Officer(s) in the event the President, Vice-President, and/or Secretary is absent from the meeting.

4. POTENTIAL CONFLICTS OF INTEREST: Any Board member who has a potential conflict of interest may now identify the Agenda Item and recuse themselves from discussing and voting on the matter. [Government Code Section 87105]

5. PUBLIC COMMENT: The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. The public will be given the opportunity to address the Board on any item in the Agenda at this time or before the Board’s consideration of that item. If members of the public desire to address the Board relative to a particular Agenda item at the time it is to be considered, they should so notify the President of the Board at this time. Please note, California Law prohibits the Board from taking action on any matter during a regular meeting that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified in Government Code Section 54954.2. During a special meeting, the Board may not take action on any matter that is not on the posted Agenda. The President may limit the total amount of time allocated for public comment on particular issues to 3 minutes for each individual speaker.

At approximately 9:05 a.m., it is anticipated President Bennett will suspend the Panoche Drainage District meeting and continue the Panoche Water District-ONLY meeting.

6. PROPOSITION 218 GROWERS' WORKSHOP (Tab 2)

At approximately 10:00 a.m., it is anticipated President Bennett will call a 15-minute break, then continue the Panoche Water District meeting.

7. DIVISION REPORTS:

- A. Water Operations & Maintenance – Juan Cadena
- B. Administration – John Paul Otollo
- C. Ethics, Compliance, & Human Resources – Lorena Chagoya/German Rodriguez

8. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an Action Item at this meeting. The Board will review and consider (Tab 3):

- Acceptance of the monthly financial statements for the period ending April 30, 2021;
- Acceptance of Director's Monthly Credit Card Usage Report.

ACTION ITEMS

- 9. The Board to review and consider approving a request from Turlock Fruit Company to transfer 100 acre-feet to San Luis Water District (Azhderian – Tab 4);
- 10. The Board to review and consider authorizing execution of a Water Transfer Agreement with the San Joaquin River Exchange Contractors Water Authority (Azhderian – Tab 5);
- 11. The Board to review and consider accepting the Treasurer's Quarterly Investment Report for the period ending March 31, 2020 (Otollo – Tab 6);
- 12. The Board to review and consider adopting a budget and Operations & Maintenance rate for the 2021-22 fiscal-year (Azhderian/Otollo – Tab 7);
- 13. The Board to review and consider approving payment of bills (Otollo – Tab 8).

REPORT ITEMS

- 14. **CONTROLLER'S REPORT** (Tab 9)
 - A. FY 2021-22 Expense Report;
 - B. Other financial matters affecting the District.

15. REPORTS UNDER DISTRICT POLICIES

- A. Emergency COVID-19 Pandemic Response Policy
- B. Report(s) on Brown Act Meetings & Conferences Attended at District Expense (may be written or oral and may be joint for multiple attendees);
- C. Board to Consider Update(s) or Approval(s) Required Under Any Other District Policies.

16. GENERAL MANAGER’S REPORT (Tab 10)

- A. Water Supplies & Deliveries;
- B. Supplemental Water;
- C. Water Quality Report;
- D. Domestic Water Treatment Plant;
- E. Sustainable Groundwater Management;
- F. Other Matters Affecting the District.

17. PANOCHÉ WATER DISTRICT-ONLY CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9:

Number of Cases: Three

18. REPORT FROM PANOCHÉ WATER DISTRICT-ONLY CLOSED SESSION

At approximately 11:15 a.m., it is anticipated President Bennett will resume the Panoche Drainage District meeting for a JOINT meeting of the Panoche Water and Drainage Districts.

19. JOINT CLOSED SESSION: Conference with Legal Counsel.

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of Cases:

- i. Stephen W. Sloan vs. Panoche Water District
Fresno County Superior Court Case No. 18CECG00511;
- ii. Imani Percoats & Chris Bettencourt vs. Panoche Water District
Fresno County Superior Court Case No. 18CECG01651;
- iii. Greenhouse Ranch v. Panoche Water District, et al.
Merced County Superior Court Case No. 21CV-01348

- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9:

Number of Cases: Ten

20. REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)

21. REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)**22. FUTURE MEETING DATES**

- A. Board to Consider Action to Set Special Meeting Date(s): *No staff request.*
- B. Next Regular Meeting Date: June 8, 2021

23. ADJOURNMENT

- ❖ Items on the Agenda may be taken in any order.
- ❖ Action may be taken on any item listed on the Agenda.
- ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

Americans with Disabilities Act of 1990: Under this Act, a qualifying person may request that the District provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for assistance shall be made in person, in written form, or via telephone by calling (209) 364-6136. Requests must be received at least 18 hours prior to a scheduled public meeting.

Panoche Water District

2021 Assessment Election

2nd Growers' Workshop

May 11, 2021

Assessment Election – Why now?

- 2016 – President Obama signs the Water Infrastructure Improvements for the Nation Act (WIIN Act);
- The WIIN Act provides the opportunity for districts, like Panoche, to convert termed water service contracts into permanent contracts;
- In December 2020, the District’s Board of Directors authorized execution of a permanent CVP contract;
- The permanent contract becomes effective on July 1 and requires a payment within 60 days – either a lump-sum or 1st of 4 installments
- A lump-sum payment will alleviate Reclamation Reform Act acreage limitations and reporting requirements for 2022 and beyond.

Assessment Election – The Prop 218 Process

- In November 1996, the California voters approved Proposition 218, the "Right to Vote on Taxes Act";
- Proposition 218 imposes requirements for the levying of assessments by public agencies, including the District:

Preparation of an Engineer’s Report: March 23, 2021	Notice to each landowner of proposed assessment: April 16, 2021	Notice to each landowner of a public hearing on the assessment: April 16, 2021
Mail each assessor’s parcel landowner a ballot: April 16, 2021	Schedule a Public Hearing not less than 45 days after Notice: June 2, 2021	Count Ballots: June 2, 2021

Assessment Election – Ballot Review Page 1

NOTICE

- Ballots must be received by Noon on June 2, 2021
- Ballots can be mailed or hand delivered to the District office.
- Ballots received by Noon, June 2 will be counted at the June 2 public hearing
- Simple majority (50% plus one) decides outcome of assessments

NOTICE IS HEREBY GIVEN that the Panoche Water District will hold a public hearing on the proposed assessments below at 9:00 a.m. on June 2nd, 2021, at the District's headquarters at 52027 W. Althea Ave., Firebaugh, CA 93622.

In accordance with Article XIII D, section 4, all completed ballots must be properly filled out and returned to the District.

Completed ballots may either be hand-delivered or mailed to the District at:

Panoche Water District
52027 W. Althea Ave.
Firebaugh, CA 93622.

Only ballots that are received by 12:00 p.m., June 2nd, 2021, or by the close of public testimony at the public hearing on June 2nd, 2021, **whichever is later**, will be counted.

A proposed assessment shall not be imposed if the ballots submitted, and not withdrawn, in opposition to the relevant proposed assessment exceed the ballots submitted, and not withdrawn, in favor of the relevant proposed assessment, with ballots weighted to the proportional financial obligation of the affected property for each relevant proposed assessment, i.e., one vote for each assessed dollar, rounded up to the nearest dollar.

Assessment Election – Ballot Review Page 2

- Ballot consists of two questions:
 - Yes or No: Assessment Regarding Contractual Obligations
 - Yes or No: Proposed Assessment Regarding Future Modernization Projects
- Proposed Assessment Regarding Contractual Obligations
 - How (not whether) to pay for Repayment Contract and Settlement Agreement with the United States
 - Assessment = up to \$38.09 per year per each irrigable acre for 30 years
 - Landowners may pre-pay full assessment amount if the District is notified by June 8, 2021.

BALLOT

PROPOSED ASSESSMENTS:

If both of the proposed assessments below are approved, the total amount of the proposed assessments against all irrigable acres in the District is \$ 2,291,303 per year. This total amount is comprised of: 1) a proposed assessment of \$1,454,595 per year for debt service on a 30-year bond to fund the District’s obligations under its Repayment Contract and the District’s obligations under its Settlement Agreement with the United States; and 2) a proposed assessment of \$836,707 per year to fund to-be-identified water system modernization projects.

Proposed Assessment Regarding Contractual Obligations:

The District proposes an assessment to pay the debt service on a 30-year bond to fund the District’s obligations under its Repayment Contract and the District’s obligations under its Settlement Agreement with the United States, for which the District proposes to assess each irrigable acre in the District up to \$38.09 per year for thirty (30) years. The total amount for this proposed assessment against all irrigable acres in the District is \$1,454,595 per year. If approved, this proposed assessment will be collected annually, on the property tax roll, for a period of thirty (30) years.

QUESTION: Are you in favor of authorizing the Panoche Water District to assess up to \$38.09 per irrigable acre per year for thirty (30) years to pay the debt service on a 30-year bond necessary to facilitate the conversion of its interim water service contract with United States Bureau of Reclamation (USBR) to a repayment contract?

If you are in favor of this proposed assessment, vote YES by checking the “YES” box below. If you are against this proposed assessment, vote NO by checking the “NO” box below.

Please mark one box (Yes or No), sign and print name below.

This ballot will be void if the “Certificate of Entitlement” is not signed.

YES. I am In Favor of the Proposed Assessment Regarding Contractual Obligations.

NO. I am Opposed to the Proposed Assessment Regarding Contractual Obligations.

Assessment Election – Ballot Review Page 3

- Proposed Assessment Regarding Future Modernization Projects
 - Ability for District to fund future to-be-determined water system modernization projects
 - Assessment = up to \$21.91 each irrigable acre in the District per year until project is paid
 - Landowners will only be assessed after a project is identified, noticed to landowners, deliberated in public hearing, and approved by the Board

Proposed Assessment Regarding Future Modernization Projects:

The District proposes an assessment to fund certain to-be-identified water system modernization projects which will be designed to produce a high return on investment, and for which the District proposes to assess each irrigable acre in the District up to \$21.91 per year for as long as is needed to fund any of the identified water system modernization projects. This proposed assessment will be capped at \$21.91 per year and will only be imposed after any water system modernization projects have been identified and approved by the District’s Board of Directors.

QUESTION: Are you in favor of authorizing the Panoche Water District to assess up to \$21.91 per irrigable acre per year to fund to-be-identified water system modernization projects?

If you are in favor of this proposed assessment, vote YES by checking the “YES” box below. If you are against this proposed assessment, vote NO by checking the “NO” box below.

Please mark one box (Yes or No), sign and print name below.

This ballot will be void if the “Certificate of Entitlement” is not signed.

YES. I am In Favor of Proposed Assessment Regarding Future Modernization Projects.

NO. I am Opposed to Proposed Assessment Regarding Future Modernization Projects.

Assessment Election – What am I voting for?

- A vote on Contractual Obligations will only determine whether a land-based assessment will be implemented to recover the District's costs to repay the United States for the construction of the Central Valley Project and for the unreported diversion of water between 2009 and 2015;
- The election DOES NOT determine whether these costs will be incurred – these are costs owed by the District – the question is, “how will they be paid?”;
- If the assessment passes, the costs will be spread over 30 years at a rate of \$38.09 per acre beginning in fall 2021;
- If the assessment fails, the Board of Directors will have to decide whether to recover the costs per acre and/or per acre-foot, over the next five years.

Assessment Election – What do I get?

- A permanent Central Valley Project contract for water supply;
- Perpetual access to the CVP for conveyance and storage;
- Alleviation of Reclamation Reform Act acreage limitations, full-cost water rates, and annual reporting requirements;
- Certainty and reduced cost compared to Interim Renewal Contracts;
- Certainty and reduced cost to address the unreported diversions of water;
- Reduced CVP Cost of Service Rate;
- Lowest annual cost to repay these existing obligations.

EXAMPLE REDUCTION IN CVP WATER RATE AFTER CAPITAL REPAYMENT

- Delta-Mendota Canal

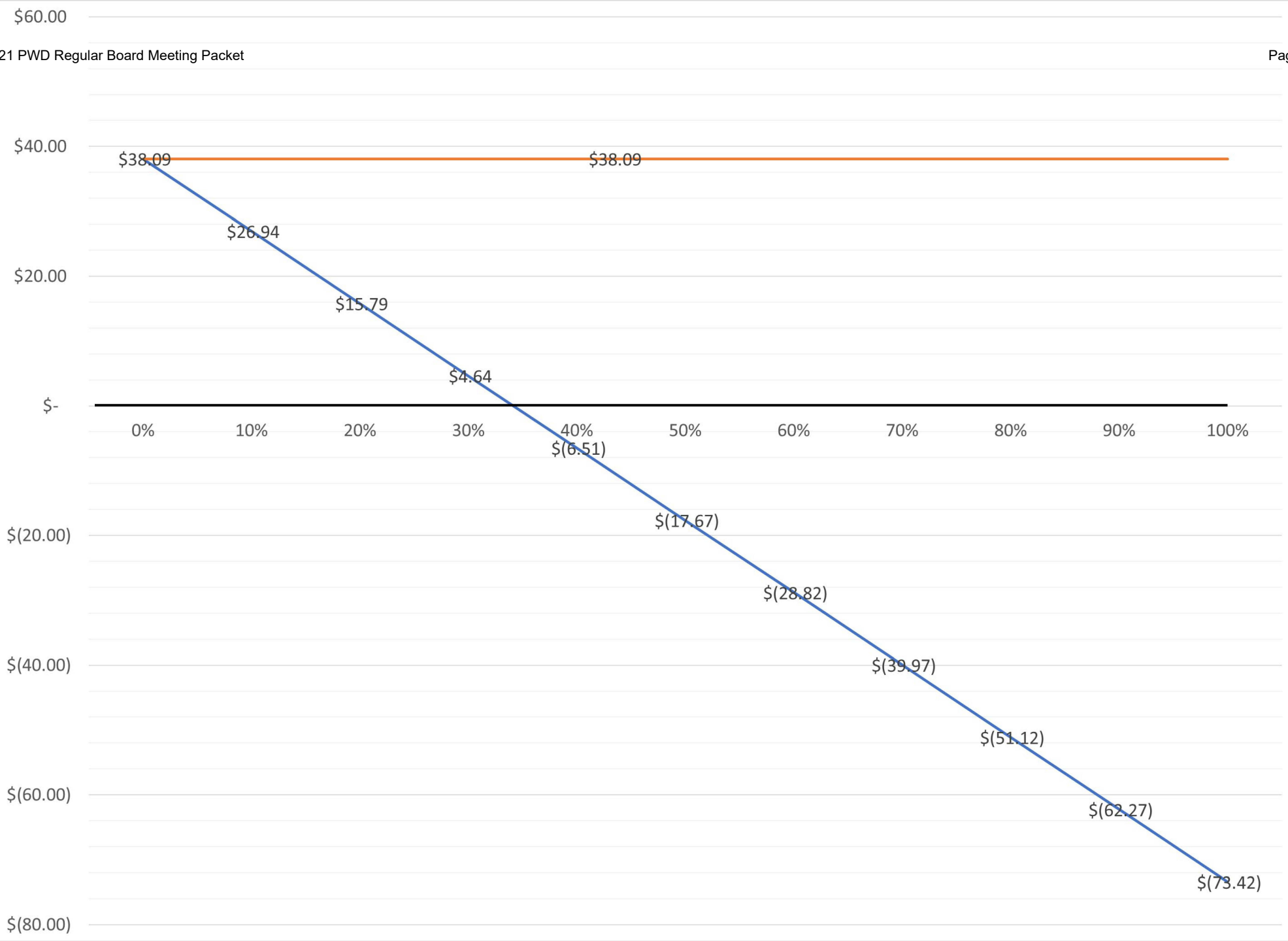
• 2021 Cost of Service Rate	\$50.20 per af
• Less Construction Capital	-\$21.82 per af
• <u>New Cost of Service Rate</u>	<u>\$28.38 per af</u>

- San Luis Canal

• 2021 Cost of Service Rate	\$81.91 per af
• Less Construction Capital	-\$53.48 per af
• <u>New Cost of Service Rate</u>	<u>\$28.43 per af</u>

Assessment Cost vs. CVP Capital Savings

			DMC	SLC									
		2021	\$ (21.82)	\$ (53.48)									
		Historic Delivery Split	25%	75%									
		CVP Contract Quantity	94,000	Acre-Feet									
		District Acreage	38,410	Acres									
		Proposed CVP Assessment	\$ 38.09	Per Acre									
						10-YR CVP AVG							
	CVP Allocation	0%	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%	
	CVP Allocation (AF)	-	9,400	18,800	28,200	37,600	47,000	56,400	65,800	75,200	84,600	94,000	
	CVP AF/PWD AC	0.00	0.24	0.49	0.73	0.98	1.22	1.47	1.71	1.96	2.20	2.45	
	Delivered from the DMC	-	2,350	4,700	7,050	9,400	11,750	14,100	16,450	18,800	21,150	23,500	
	Delivered from the SLC	-	7,050	14,100	21,150	28,200	35,250	42,300	49,350	56,400	63,450	70,500	
	Forgone DMC Capital Cost	\$ -	\$ 51,277	\$ 102,554	\$ 153,831	\$ 205,108	\$ 256,385	\$ 307,662	\$ 358,939	\$ 410,216	\$ 461,493	\$ 512,770	
	Forgone SLC Capital Cost	\$ -	\$ 377,034	\$ 754,068	\$ 1,131,102	\$ 1,508,136	\$ 1,885,170	\$ 2,262,204	\$ 2,639,238	\$ 3,016,272	\$ 3,393,306	\$ 3,770,340	
	Total CVP Capital Cost	\$ -	\$ 428,311	\$ 856,622	\$ 1,284,933	\$ 1,713,244	\$ 2,141,555	\$ 2,569,866	\$ 2,998,177	\$ 3,426,488	\$ 3,854,799	\$ 4,283,110	
	Total PWD Assessment Cost/YR	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	\$ 1,463,037	
	Assessment less CVP Capital	\$ 1,463,037	\$ 1,034,726	\$ 606,415	\$ 178,104	\$ (250,207)	\$ (678,518)	\$ (1,106,829)	\$ (1,535,140)	\$ (1,963,451)	\$ (2,391,762)	\$ (2,820,073)	
	Change in Cost per Acre	\$ 38.09	\$ 26.94	\$ 15.79	\$ 4.64	\$ (6.51)	\$ (17.67)	\$ (28.82)	\$ (39.97)	\$ (51.12)	\$ (62.27)	\$ (73.42)	



Next Steps – If Assessment DOES NOT pass

- PWD Board will meet in late-June to reassess 2021-22 land based and/or water based rates;
- District will issue notice of revised rates and invoices in early July;
- District will makes its 1st installment payments to the United States per the terms of the permanent contract and water diversion agreement.

Installment Payment Option vs. Assessment - Permanent Contract

- Estimated Installment Payment Options

- \$2,843,314 per year
 - Land-based charge = ~\$74.83 per acre for 4 years **OR**
 - Water-based charge ranging from ~\$73.85 to ~\$38.68 per acre-foot, depending on water supply

- Estimated Lump Sum Payment Option

- \$11,172,832
 - Land-based assessment for 30 year bond = ~\$21.77 per acre

Installment Payment Option vs. Assessment - Water Agreement

- Estimated Installment Payment Options
 - \$1,652,292 per year
 - Land-based charge = ~\$43.48 per acre for 5 years **OR**
 - Water-based charge ranging from ~\$42.92 to ~\$22.48 per acre-foot, depending on water supply
- Estimated Lump Sum Payment Option
 - \$ 8,261,461
 - Land-based assessment for 30 year bond = ~\$13.11 per acre

Next Steps – If Assessment DOES pass

- Apply for a credit rating from Standard & Poor's – early June;
- PWD and Panoche Financing Authority Boards approve “Offering Statement” – mid-June;
- Provide “Offering Statement” to potential investors after rating report is issued – late June;
- Offering expected to close in early July;
- Make lump-sum payment to the United States – August.

Assessment Election – Modernization Projects

- A “YES” vote on Modernization Projects will NOT result in immediate assessment;
- A “YES” vote on Modernization Project only provides authority to assess when appropriate;
- A “NO” vote does not preclude modernization; rather, it will just require another election when appropriate;
- Landowners will only be assessed after a project(s) is identified, notice is given to landowners, feedback is deliberated at a public Board of Directors meeting, and the project(s) is approved by the Board;
- The District currently estimates a 2-3 year planning horizon.

Most of the District's infrastructure is 50 to 70 years old



Deep channels allow seepage and degrade water quality



Old pumps and pipes are oversized and costly



More canal lining will reduce loss, saving water and cost



More automation will lessen operational spill and cost



Antiquated check structures unresponsive to today's demand



Manual gate operation limits flexibility, increases labor



Questions & Answers

[BACK](#)

PANOCHÉ WATER DISTRICT		
TREASURER'S MONTHLY FINANCIAL REPORT		
BALANCE SHEET-CURRENT ASSETS & LIABILITIES		
DATE AS OF	<u>April 30, 2021</u>	<u>March 31, 2021</u>
<u>CURRENT LIABILITIES</u>		
ACCOUNTS PAYABLE	\$307,526	\$535,708
PREPAYMENTS/CREDIT ACCOUNTS	\$108,010	\$122,313
TOTAL CURRENT LIABILITIES	\$415,536	\$658,021
<u>CASH AND INVESTMENT ACCOUNTS</u>		
O&M CHECKING	\$787,597	\$1,715,111
LAIF	\$4,215,377	\$4,211,686
PAYROLL CHECKING	\$11,005	\$53,448
TOTAL CASH AND INVESTMENTS	\$5,013,979	\$5,980,245
<u>ACCOUNTS RECEIVABLES</u>		
WATER	\$416,692	\$404,145
GROUNDWATER MANAGEMENT FEE	\$1,056	\$1,056
DELINQUENT ACCOUNT CHARGES	\$2,772	\$2,772
OTHER	\$95,797	\$81,820
PDD SJRIP CASH ADVANCE	\$166,860	\$183,412
PDD CASH ADVANCE	\$110,655	\$127,207
CASH ADVANCE - PROP 84	\$700,000	\$700,000
TOTAL ACCOUNTS RECEIVABLES	\$1,493,832	\$1,500,412
TOTAL CURRENT ASSETS	\$6,507,811	\$7,480,657
NET CURRENT ASSETS (NET CASH POSITION)	\$6,092,275	\$6,822,636

**General Ledger Detail Report
Summary Report for Period 02 Ending 4/30/2021**




PANOCHÉ WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	1,715,111.26	409,915.93	1,337,430.67	927,514.74-	787,596.52
13412-000					
MECHANIC PR#*****7895	53,447.58	150,416.67	192,858.77	42,442.10-	11,005.48
13520-000					
LOCAL AGENCY INVESTMENT FD	3,373,541.20	0.00	0.00	0.00	3,373,541.20
13521-000					
LAIF-RESTRICTED	841,836.13	0.00	0.00	0.00	841,836.13
Report Total:	5,983,936.17	560,332.60	1,530,289.44	969,956.84-	5,013,979.33

RETURN SERVICE REQUESTED

PANOCHE WATER DISTRICT
 O & M ACCOUNT
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXXX8566	\$992,992.04

PUBLIC CHECKING-XXXXXXXX8566

Account Summary

Date	Description	Amount
04/01/2021	Beginning Balance	\$1,731,864.57
	16 Credit(s) This Period	\$406,304.76
	83 Debit(s) This Period	\$1,145,177.29
04/30/2021	Ending Balance	\$992,992.04

Electronic Credits

Date	Description	Amount
04/01/2021	Remote Deposit	\$109,053.97
04/02/2021	Remote Deposit	\$18,697.84
04/06/2021	Remote Deposit	\$40,834.95
04/08/2021	Infinisource0706 PC Mar21 714043	\$925.43
04/12/2021	GRASSLAND BASIN ACH Pmt 5280714694	\$17,419.00
04/13/2021	Remote Deposit	\$106,048.73
04/14/2021	JE-7. JE-44 LOAN INSTALL PYMT	\$12,810.00
04/16/2021	Remote Deposit	\$30,336.67
04/19/2021	Remote Deposit	\$29,817.58
04/20/2021	Remote Deposit	\$367.84
04/21/2021	Remote Deposit	\$776.08
04/22/2021	Remote Deposit	\$6,474.97
04/27/2021	Remote Deposit	\$2,389.05
04/27/2021	PYMT INV # 40469 & 40530	\$18,840.89
04/28/2021	Remote Deposit	\$4,067.76
04/29/2021	Remote Deposit	\$7,444.00




Electronic Debits

Date	Description	Amount
04/01/2021	CARDMEMBER SERV ELECT PYMT ***** 8512	\$4,476.71
04/02/2021	JE-28 TRANSFER FUNDS FOR PAYROLL	\$80,000.00
04/05/2021	Wire/Out/121137726//SAN LUIS DELTA MENDOTA WATER AUTHOR/CNTRL VAL COM BK	\$54,303.25
04/13/2021	PAI Services PAI 2221871	\$164.75
04/14/2021	Wire/Out/21030004//US BUREAU OF RECLAMATION/FEDERAL RESERVE BA	\$129,407.74

RETURN SERVICE REQUESTED

PANOCHE WATER DISTRICT
 PAYROLL ACCOUNT
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXX7895	\$18,987.19

PUBLIC CHECKING-XXXXXXXXX7895

Account Summary

Date	Description	Amount
04/01/2021	Beginning Balance	\$81,320.04
	2 Credit(s) This Period	\$150,000.00
	35 Debit(s) This Period	\$212,332.85
04/30/2021	Ending Balance	\$18,987.19

Electronic Credits

Date	Description	Amount
04/02/2021	JE-28 TRANSFER FUNDS FOR PAYROLL	\$80,000.00
04/16/2021	JE-46 TRANSFER FUNDS FOR PAYROLL	\$70,000.00

Electronic Debits

Date	Description	Amount
04/02/2021	IRS USATAXPYMT 270149291311518	\$20,071.41
04/05/2021	EMPLOYMENT DEVEL EDD EFTPMT 1541974560	\$53.44
04/05/2021	IRS USATAXPYMT 270149514476690	\$304.14
04/05/2021	EXPERTPAY EXPERTPAY 941198679	\$1,004.09
04/05/2021	IRS USATAXPYMT 270149535866241	\$1,611.37
04/05/2021	EMPLOYMENT DEVEL EDD EFTPMT 1597622816	\$3,753.75
04/05/2021	PANOCHEWATERDIST PE03/31/21 XXXXX2036	\$5,583.66
04/05/2021	PANOCHEWATERDIST PE03/31/21 XXXXX2036	\$44,165.24
04/06/2021	EMPLOYMENT DEVEL EDD EFTPMT 304486944	\$316.12
04/06/2021	JOHN HANCOCK ACH DEBIT 0046568	\$10,985.15
04/12/2021	IRS USATAXPYMT 270150291038131	\$12.86
04/13/2021	EMPLOYMENT DEVEL EDD EFTPMT 231774752	\$5.04
04/19/2021	IRS USATAXPYMT 270150985265082	\$21,242.67
04/20/2021	EXPERTPAY EXPERTPAY 941198679	\$1,047.38
04/20/2021	EMPLOYMENT DEVEL EDD EFTPMT 1873951264	\$3,951.46
04/20/2021	PANOCHEWATERDIST PE04/15/21 XXXXX2036	\$48,313.38
04/21/2021	JOHN HANCOCK ACH DEBIT 0046568	\$11,008.73

PANOCHÉ WATER DISTRICT			
Account Receivable Report			
Fiscal Year 03/01/2021 - 02/28/2022			
Report Period 3/31/21 - 4/12/21			
Report Date: 4/13/21			
	Total	Water	Others
Receivable Balance as of March 31, 2021	\$ 516,317	\$ 420,520	\$ 95,797
Billings:	\$ -	\$ -	\$ -
Total Billings:	\$ -	\$ -	\$ -
Payments received:			
Payments received:	\$ 31,203	\$ 31,203	\$ -
Total Payments Received:	\$ 31,203	\$ 31,203	\$ -
Receivable Balance as of April 12, 2021	\$ 485,114	\$ 389,317	\$ 95,797
Outstanding Accounts:			
Total current accounts receivables	\$ 347,664	\$ 251,867	\$ 95,797
Delinquent accounts receivables	\$ 137,450	\$ 137,450	\$ -
	\$ 485,114	\$ 389,317	\$ 95,797
Non current receivables - Prior Years	\$ 4,957,043	\$ 1,145,351	\$ 3,811,692

PANOCHÉ WATER DISTRICT					
AGED ACCOUNTS RECEIVABLE, BY INVOICE DATE					
As Of 4/30/2021, Sorted by Account #					
Name	31-60 Days	61-90 Days	Over 90 Days	Total A/R	
1 Schouten Priscilla	-	-	7,505.64	7,505.64	
2 Thiel Air-Care, Inc.	-	-	28.69	28.69	
3 Olam West Coast, Inc. (OSVI)	-	-	510.42	510.42	
4 Sisters Ranch, LP	-	26,640.00	-	26,640.00	
5 Imperial Merchants USA, LLC	-	333.87	94,723.20	95,057.07	
6 Correia 2015 Living Trust dated Sept.17, 2015	-	-	4,405.38	4,405.38	
7 Camp 13 Drainage District	-	-	3,302.63	3,302.63	
	-	26,973.87	110,475.96	137,449.83	
<u>Non Current Water Accounts</u>					
1 John S. Diedrich Farms,	-	-	59,359.03	59,359.03	
2 Dresick Farms	-	-	376,715.64	376,715.64	
3 Panoche Drainage District	-	-	613,167.91	613,167.91	
4 Carbajal, Sylvia	-	-	28.83	28.83	
5 B & C Farms c/o Francisco & Romelia Nunez	-	-	5,592.78	5,592.78	
6 Ravand, LLC	-	-	28,253.86	28,253.86	
7 Mancebo Farms, Jeff	-	-	62,203.05	62,203.05	
8 Ortiz Jorge L.	-	-	30.26	30.26	
	-	-	1,145,351.36	1,145,351.36	PY
<u>Non Current Other Accounts</u>					
1 Panoche Drainage District	-	-	1,111,093.85	1,111,093.85	
2 Panoche Drainage District(SJRIP)	-	-	2,700,597.74	2,700,597.74	
	-	-	3,811,691.59	3,811,691.59	PY
Grand Total	\$ -	\$ -	\$ 4,957,042.95	\$ 4,957,042.95	

Michael Linneman

May 6, 2021

Review period: 03/06/2021- 04/06/2021

Statement and documentation made available: 05/06/2021

I have reviewed the credit card documentation for the Westamerica Community VISA Account (-8512).

Included in the packet were credit card statement detail and supporting documentation. Activity for this time period include charges from the following cardholders:

Mr. Ara Azhderian – General Manager

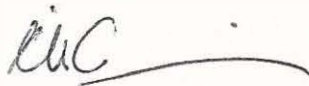
Mr. Juan Cadena – Water Resources Manager

Mr. John P. Otollo – Controller *Michael Linneman*

All charges examined appear valid employer related expenses with complete supporting documents.

Sincerely,

Michael Linneman

A handwritten signature in black ink, appearing to read "MLC", with a horizontal line extending to the right.

BACK

PANOCHÉ WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



MAY 11, 2021, REGULAR BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 9
REQUEST FOR TRANSFER

DATE: MAY 10, 2021

CC: JUAN CADENA, WATER RESOURCES MANAGER

Below is a request from Turlock Fruit Company to transfer 100 acre-feet of water into San Luis Water District. The Panoche Water District CVP Water Transfer Policy generally prohibits transfers out of the District during years of water supply shortage, such as this one; however, it also allows for consideration by the Board of Directors in case of hardship. If allowed, the Policy also directs that the District's Operations & Maintenance rate be applied to the transfer cost to prevent the adverse impact of redirected costs due to diminished water delivery caused by the transfer.

FROM Turlock Fruit Company:

All,

I would like the opportunity to transfer 100 AF to our cherry orchard in San Luis Water District. We plan to transfer over 700 AF into the district from the outside. Thank you for your consideration.

Best regards,
Stephen H Smith
209.604.9936

BACK

CVP Water Transfer Policy

Board Adopted – April 14, 2020

District's Objectives

The District holds a contract with the United States Bureau of Reclamation for a Central Valley Project agricultural water supply (CVP Water). The District allocates the CVP Water to eligible landowners or water users on a pro-rata acreage basis. The quantity of CVP Water made available to the District from this contract is chronically deficient and supplemental surface water supplies can be prohibitively costly and unreliable. Notwithstanding, the District also often seeks to secure supplemental sources of water supply to meet in-District water supply demands. This Water Transfer Policy (Policy) seeks to address the challenge of chronic shortages by balancing the potential benefits of transferring water with the District's need to ensure the District's water supply is protected and that the costs associated with the implementation of this Policy are appropriately allocated and recovered.

Scope

This Policy shall apply to the transfer of CVP Water. Supplemental surface water supplies, and groundwater supplies, whether developed by the District, individual landowners, or water users, are not eligible for transfer. All transfers out of the District shall require approval by the Board of Directors.

Policy

It is the Policy of the District to generally allow for the transfer of CVP Water, provided:

- 1) If the District's water supply, including CVP Water, is insufficient to meet historic in-District water supply demands, as defined by the District, water transfers out of the District will be generally prohibited. However, landowners and water users may request consideration by the Board of Directors in case of hardship. A written request for consideration explaining the hardship must be submitted to the General Manager and will be considered by the Board at its next regularly scheduled meeting.
- 2) If the District's water supply, including CVP Water, is sufficient to meet historic in-District water supply demands, as defined by the District, the transfer of CVP Water out of the District may be allowed.
 - a. All transfers must take place during the water year (March through February) in which the water was allocated. The transfer of water rescheduled into a subsequent water year is subject to the terms of the Bureau of Reclamations then current Rescheduling Guidelines.
 - b. Prior to transfer, the transferee shall pay for each acre-foot of CVP Water requested for transfer: 1) the then current CVP Water supply rate and, 2) the District's Operations & Maintenance rate, each as determined by the District and approved by the Board of Directors.

Any rate components that the District is not required to pay on transferred supplies, or any incremental chargers assessed by the Bureau of Reclamation for use of facilities to effectuate the transfer, shall be calculated and credited or paid prior to the District's request for transfer.

Review

The District's Board of Directors will review and consider this Policy at least annually, and more frequently if circumstances warrant. District staff will provide the Board a report on CVP Water transfers out of the District on a monthly basis.

WATER TRANSFER AGREEMENT 2021 WATER YEAR

THIS WATER TRANSFER AGREEMENT (“**Agreement**”) is made this day of May, 2021 (“**Effective Date**”), by and between PANOCHE WATER DISTRICT, a California Water District (“**Buyer**”), and SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY, a California Joint Powers Authority consisting of its members Central California Irrigation District (CCID), San Luis Canal Company (SLCC), Columbia Canal Company (CCC) and Firebaugh Canal Water District (FCWD) (“**Seller**”). Buyer and Seller may be collectively referred to herein as the “Parties,” and each individually as a “Party.”

RECITALS.

A. Seller is a California Joint Powers Authority formed and existing under Section 6500, *et seq.*, of the California Government Code and is empowered to sell and transfer water to Buyer as provided in this Agreement.

B. Buyer is a California Water ~~Distrieted~~District formed and existing under the California Water Code, and is empowered to purchase water from Seller, as provided in this Agreement.

C. ~~Because of~~Current hydrologic conditions and ~~or~~ regulatory constraints, ~~have resulted in~~ Buyer’s allocation of its Central Valley Project contractual supply ~~allocation~~ from the United States Bureau of Reclamation (“Reclamation”) for the 2021 water year ~~is currently to be placed~~ “on hold”, and current projections show any allocation will be made late in season ~~and will be extremely low, if at all, thereby rendering it unavailable~~ for the 2021 crop irrigation- season.

D. Seller holds certain pre-1914 rights to divert flows of the San Joaquin River, as well as rights pursuant to the Second Amended Exchange Contract to a substitute supply of water provided by Reclamation via the Delta-Mendota Canal and San Luis Reservoir.

E. Seller is party to an Agreement with Rosedale-Rio Bravo Water Storage District (“Rosedale-Rio Bravo”) pursuant to which Seller may store water in the Rosedale-Rio Bravo groundwater bank and call for a return of quantities of Seller water stored therein.

F. Seller is willing to make water available for sale and delivery to Buyer during the 2021 water year by calling for a return of Seller water stored in the Rosedale-Rio Bravo groundwater bank in the quantities, and subject to the terms and conditions, set forth in this Agreement.

G. Buyer intends through this Agreement to obtain a supplemental water supply for reasonable and beneficial use during the 2021 water year.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS.** The following definitions shall govern this Agreement:

a. “Agreement Water” is the surface water transferred and made available by Seller pursuant to this Agreement as a result of Seller’s call for a return of water banked in the Rosedale – Rio Bravo groundwater bank.

b. “Point of Delivery” means O’Neill Forebay of the San Luis Reservoir.

2. **TERM.** The term of this Agreement will be from the Effective Date through December 31, 2021 (“**Term**”) unless terminated sooner by written agreement of the Parties pursuant to the provisions set forth herein; *provided however*, that any obligations under this Agreement to be performed after December 31, 2021, shall survive the expiration of this term and shall be fully enforceable thereafter.

3. **PURCHASE AND SALE.** Seller agrees to sell and make available at the Point of Delivery, and Buyer agrees to purchase at the Point of Delivery, Agreement Water subject to the terms and conditions of this Agreement.

4. **QUANTITY AND SCHEDULE FOR DELIVERY.**

a. **Quantity.** Seller agrees to sell and make available at the Point of Delivery to Buyer up to six hundred twenty-nine (629) acre feet of Agreement Water. Seller will undertake reasonable efforts to make the full quantity of Agreement Water available at the Point of Delivery but does not guarantee full delivery and shall not be liable for any deficiency in quantity of Agreement Water made available, except that Seller will not be compensated for any quantity of Agreement Water not delivered at the Point of Delivery.

b. **Schedule.** Seller agrees to use reasonable efforts to schedule and deliver Agreement Water at the Point of Delivery pursuant to the estimated monthly schedule set forth in **Attachment A** hereto.

c. **Operational/ Regulatory Limitations on Seller’s Ability to Schedule or Deliver.** Seller will undertake reasonable efforts to deliver water in accordance with the Schedule set forth in **Attachment A** but does not guarantee delivery in accordance with said Schedule. So long as Agreement Water is made available prior to September 1, 2021, the failure to deliver water in accordance with the Schedule set forth in **Attachment A** shall not be an excuse for nonpayment, nor be considered a default giving rise to a Buyer right to terminate the Agreement. Notwithstanding the foregoing, Buyer shall not be obligated to pay for any Agreement ~~water~~**Water** that is not made available to Seller at the Point of Delivery by or before September 1, 2021.

5. **PURCHASE PRICE AND PAYMENT.**

a. Buyer agrees to purchase three hundred twenty-six (326) acre-feet of Agreement Water at the price of Seven Hundred Twenty-Five Dollars per acre-foot (\$725/af)

b. Buyer agrees to purchase three hundred three (303) acre-feet of Agreement Water at the price of Nine Hundred Fifty Dollars per acre foot (\$950/af) (the rates set forth in subdivisions a, and b of this section shall be the “Purchase Price”).

c. The Purchase Price shall be exclusive of any costs due and payable for administration, handling, or conveyance of Agreement Water from and after the Point of Delivery, which costs shall be the sole responsibility of Buyer. Without limiting the generality of the foregoing:

(i) Buyer shall pay all charges due to the San Luis & Delta Mendota Water Authority for administration, conveyance, or handling of the Agreement Water.

(ii) Buyer shall pay all charges due to Reclamation for the administration, conveyance, or handling of Agreement Water.

d. Seller shall invoice Buyer monthly for the amount of water delivered during the preceding month, and the amount invoiced and delivered shall be payable by Buyer within thirty (30) days of billing. If payment shall not be made within thirty (30) days, interest shall be charged on the unpaid amount at the legal rate of interest in the State of California until paid.

6. CONDITIONS PRECEDENT/APPROVALS.

a. The Parties’ performance under this Agreement is contingent on the Parties obtaining any and all necessary approvals from third party agencies required for the performance of this Agreement. Without limiting the generality of the foregoing, it shall be a condition precedent to Seller’s obligations under this Agreement:

(i) That Reclamation shall grant any and all necessary approvals for the transfer, sale, delivery, and use of Agreement Water pursuant to this Agreement. Such approvals may include those required pursuant to the Central Valley Project Improvement Act (CVPIA); and

(ii) That the California Department of Water Resources (DWR), Rosedale-Rio Bravo Water Storage District, and the Kern County Water Authority Agency, shall grant any and all necessary approvals for those aspects of this Agreement subject to their respective jurisdictions, if any.

b. Seller shall be responsible for using reasonable efforts to obtain necessary approvals from Reclamation, DWR, Kern County Water Authority Agency, and Rosedale-Rio Bravo Water Storage District to transfer, sell, and schedule Agreement Water such that Agreement Water is available to Seller at the Point of Delivery. Buyer shall be responsible for obtaining all authorization from Reclamation and San Luis Delta Mendota Water Authority (SLDMWA) for conveyance and delivery of Agreement Water from the Point of Delivery to Buyer’s place(s) of use.

7. **ENVIRONMENTAL COMPLIANCE.** The Parties acknowledge that they have completed the necessary reviews under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for the transfer accomplished by this Agreement.

8. **ADMINISTRATIVE AND LITIGATION EXPENSES.**

a. Each party shall bear their own out-of-pocket expenses, including legal and engineering consultants' expenses incurred in preparing, negotiating, administering, implementing, and supporting this agreement, except as otherwise expressly stated herein.

b. In the event of litigation or an administrative challenge related to this Agreement, Seller and Buyer will promptly meet and confer to perform a risk assessment of the litigation/challenge and cooperate in good faith to determine ~~whether to terminate~~ the future of the Agreement due to in light of the challenge. If either party elects to terminate the Agreement, Buyer shall still be obligated to pay for all of the Agreement Water made available at the Point of Delivery prior to such termination, and for any litigation expenses in having the proceeding dismissed or otherwise resolved. Regardless of whether the Agreement is terminated, and except as set forth in subsection 9.b., below, if litigation is pending, Buyer shall have primary responsibility for defending against such litigation on behalf of both Buyer and Seller, either as a defendant, respondent, real party in interest, or intervenor, and Seller shall participate in defending against such litigation to the extent it deems necessary or appropriate, in Seller's sole discretion. Buyer shall bear its own costs of litigation and shall pay any monetary award, the costs of any remedial actions and any award of challenger's attorneys' fees associated therewith, whether levied against Buyer or Seller. Buyer shall reimburse 100% of Seller's out-of-pocket expenses incurred in defending any litigation/challenge subject to this Paragraph 9.b.

c. As to claims challenging the validity of the Exchange Contractors' water rights, or the legality of transfer of Exchange Contractors' water rights, Seller shall have primary, and at its election, exclusive, responsibility and right to defend and prosecute such claims. Seller shall bear its own fees and costs of defending against such claims and shall pay all monetary awards associated with claims challenging the Exchange Contractors' water rights.

d. To the extent litigation includes multiple claims, the Parties agree to meet and confer in good faith to determine whether the action includes claims described under Paragraph 9.c. The Parties agree that any claim so identified shall be subject to Paragraph 9.c., and the balance of such claims shall be subject to Paragraph 9.b. In such cases, Buyer and Seller shall adhere to Paragraphs 9.b. and 9.c. in the responsibility and cost of defending such litigation.

9. **WATER RIGHTS.** The Agreement Water transferred under this Agreement is a portion of the surface water available to Seller pursuant to its various water rights. Consistent with the provisions of California Water Code sections 109, 475, 1011, 1244, and 11961, the water transfer performed under this Agreement shall not confer any appropriative, public trust or other right to water on any person or entity. Nothing in this Agreement shall act as a forfeiture, diminution or impairment of any rights of Seller to its full diversion of water after the expiration of the Agreement, and this Agreement shall in no way prejudice any of Seller's rights thereto. The

Parties agree that the water transferred under this Agreement is considered a beneficial use of water under California law.

10. COOPERATION. To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

11. ASSIGNMENT. This Agreement is entered into in reliance on water supplies available to Seller, the credit of Buyer, and Buyer's need for water, and therefore any assignment of this Agreement in whole or in part without the prior written consent of the other Party hereto is prohibited.

12. WAIVER. Any waiver, at any time, by a Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

13. OTHER AGREEMENTS. Nothing contained herein restricts the Seller from providing water services and sales to others as authorized by law which do not unreasonably interfere with Seller's obligations hereunder.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Seller and Buyer and supersedes any oral agreement, statement or promise between them relating to the specific subject matter of this Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by both Parties to be effective.

15. NOTICES. Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or sent by Electronic Transmission (subject to confirmation of such transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) three Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PST) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PST) on any Business Day, or on any day other than a Business Day, or (iv) five Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email, or to such other address or addresses or email as such party may subsequently designate to the other parties by notice given hereunder:

BUYER: Panoche Water District
 Attention: _____ Ara Azhderian, General Manager
 52027 W. Althea Ave.
 Firebaugh, CA 93622
 Phone: (209) 364-461366136
 Email: _____ aazhderian@panochewd.org

SELLER: San Joaquin River Exchange Contractors Water Authority
Attention: Chris White
541 H Street
Post Office Box 2115
Los Banos, CA 93635
Phone: (209) 827-8616
Email: cwhite@sjrecwa.net

As used herein, “**Business Day**” means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

16. **AGREEMENT NOT PRECEDENT.** The Parties acknowledge and agree that nothing in this Agreement shall be considered precedent for any agreements for purchase and sale of water between the Parties in any future year, or for any other reason whatsoever.

17. **DISPUTE RESOLUTION.** The Parties agree that if any dispute should arise under the terms and provisions of this Agreement, each Party waives any right to commence legal action or arbitration other than as provided under the terms of this Agreement, and this Agreement shall provide the sole and exclusive remedy for resolution of disputes.

a. The determination of the Arbitrator will be final and binding upon each Party, and each Party specifically waives any right to claim that the Arbitrator has exceeded the scope of the arbitration, has disregarded evidence or principles of law, and further waives any right to disclaim the qualification or function of the arbitrator in any manner or fashion. Notwithstanding the foregoing, the Arbitrator shall have no jurisdiction nor authority concerning the water rights of the Exchange Contractors or Seller’s rights to transfer such water rights from time to time.

b. Appointment of the Arbitrator shall be made by mutual agreement of the Parties. If the Parties cannot agree upon the identification of the Arbitrator within thirty (30) days from the mailing of the notice of objection or dispute, a petition for appointment of Arbitrator shall be filed with the Superior Court of the County of MERCED.

c. The Arbitrator's fees and fees and costs of petitioning for the appointment of the Arbitrator shall be paid by one or both Parties to the arbitration in accordance with the determination of the Arbitrator as to the fair apportionment of such fees and costs. The Arbitrator upon rendering its award shall determine the Party that prevailed based upon written statements made by each Party at the commencement of the arbitration as to the position of the Parties and their alternatives for settling the matter. A statement of a proposed settlement shall not be binding upon any Party and shall not be considered as evidence by the Arbitrator except to the extent that the Arbitrator, upon making its sole and independent determination shall determine the Party which prevailed based upon the proposals for settlement of the matter made by each Party and shall determine that the non-prevailing Party shall pay some or all of the costs of arbitration including any costs incurred by the Arbitrator and in employing experts to advise the Arbitrator in regard to specific subjects or questions. The Arbitrator may further award the cost of attorneys'

fees or expert witnesses consulted or employed in the preparation or presentation of evidence to the Arbitrator by the prevailing Party if, in the Arbitrator's determination, the position of the non-prevailing Party was not reasonably taken or maintained or was based upon a failure to properly exchange or communicate information with the prevailing Party in regard to the subject submitted to arbitration.

d. The Arbitrator's determination may further provide for prospective enforcement and directions for the Parties to comply with. Under such circumstances, the rulings of the Arbitrator shall be binding upon the parties and shall be undertaken and performed by each of the Parties until (a) such time as the Arbitrator's directions to the Party shall lapse by their terms, (b) the Arbitrator shall notify the Parties that those terms are no longer in force or effect, or (c) the Arbitrator shall modify those terms.

18. COUNTERPART SIGNATURES. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one set of counterparts.

IN WITNESS THEREOF, the Parties, through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

SELLER:

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY**

By: _____

CHRIS WHITE, Executive Director

BUYER:

PANOCHE WATER DISTRICT

By: _____

Ara Azhderian, General Manager

ATTACHMENT A

DELIVERY SCHEDULE

MONTH	QUANTITY DELIVERED
May 2021	209 acre feet
June 2021	210 acre feet
July 2021	210 Acre Feet

BACK

DRAFT

PANOCHÉ WATER DISTRICT

2021 Quarterly Investment Report
 For Quarter Ending March 31, 2021

DATE: May 11, 2021

TO: Board of Directors

FROM: JP Otollo

In accordance with Government Code Section 53646 and the Panoche Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Panoche Water District:

	MECHANICS BANK (2 ACCTS)	LAIF	TOTAL
INVESTMENT BALANCES March 31, 2021	\$ 1,768,558.84	\$ 4,215,377.33*	\$ 5,983,936.17

1. As of the date of the report, the majority* of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts Mechanics Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District.
3. The portfolio of the District is in compliance with the District’s Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and reimbursements from other agencies.

**General Ledger Detail Report
Summary Report for Period 01 Ending 3/31/2021**

PANOCHE WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANICS BANK CKNG #*****8566	1,193,993.19	2,570,306.52	2,049,188.45	521,118.07	1,715,111.26
13412-000					
MECHANICS BANK PR#*****7895	42,846.06	190,000.00	179,398.48	10,601.52	53,447.58
13520-000					
LOCAL AGENCY INVESTMENT FD	2,369,849.38	1,003,691.82	0.00	1,003,691.82	3,373,541.20
13521-000					
LAIF-RESTRICTED	841,836.13	0.00	0.00	0.00	841,836.13
Report Total:	4,448,542.76	3,763,998.34	2,228,586.93	1,535,411.41	5,983,936.17



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	PANOCHE WATER DISTRICT
Account Number	90-10-005

As of 04/15/2021, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2021.




Earnings Ratio		.00001214175683392
Interest Rate		0.44%
Dollar Day Total	\$	304,059,726.82
Quarter End Principal Balance	\$	4,211,685.51
Quarterly Interest Earned	\$	3,691.82

P.O. Box 6010
 Santa Maria, CA 93456-6010
 800.797.6324
 www.mechanicsbank.com

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT
 O & M ACCOUNT
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXX8566	\$1,731,864.57

PUBLIC CHECKING-XXXXXXXXX8566
Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$1,284,589.58
	19 Credit(s) This Period	\$2,576,524.02
	126 Debit(s) This Period	\$2,129,249.03
03/31/2021	Ending Balance	\$1,731,864.57

Electronic Credits

Date	Description	Amount
03/02/2021	Remote Deposit	\$274,795.70
03/04/2021	Remote Deposit	\$117,630.51
03/05/2021	LINCOLN G FARMS LINCOLN GR PADRDI	\$6,217.50
03/08/2021	Peri & Sons Farm AP PANWAT	\$7,761.49
03/08/2021	Remote Deposit	\$188,655.75
03/09/2021	Infinisource0706 PC Feb21 709030	\$1,850.84
03/10/2021	W00525 LOAN INSTALL PYMT	\$12,810.00
03/10/2021	W00526 PAY MULTIPLE INVOICES	\$90,465.74
03/12/2021	GRASSLAND BASIN ACH Pmt 5277557390	\$17,419.00
03/12/2021	Remote Deposit	\$262,424.75
03/15/2021	Remote Deposit	\$621,062.71
03/16/2021	Remote Deposit	\$577,327.00
03/18/2021	Remote Deposit	\$110,706.52
03/22/2021	Remote Deposit	\$4,460.32
03/23/2021	Remote Deposit	\$6,929.63
03/26/2021	Remote Deposit	\$16,642.50
03/29/2021	Remote Deposit	\$63,940.96
03/30/2021	Remote Deposit	\$187,970.75
03/31/2021	Remote Deposit	\$7,452.35




Electronic Debits

Date	Description	Amount
03/03/2021	JE-1 TRANSFER FUNDS FOR PAYROLL	\$100,000.00
03/09/2021	Customer paid the wrong district (Maricopa)	\$6,217.50
03/12/2021	Wire/Out/21030004//US BUREAU OF RECLAMATION/FEDERAL RESERVE BA	\$3,625.97

RETURN SERVICE REQUESTED

PANOCHE WATER DISTRICT
 PAYROLL ACCOUNT
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
-  Mobile Download Our Mobile Apps

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXXX7895	\$81,320.04

PUBLIC CHECKING-XXXXXXXX7895

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$74,057.43
	2 Credit(s) This Period	\$190,000.00
	31 Debit(s) This Period	\$182,737.39
03/31/2021	Ending Balance	\$81,320.04

Electronic Credits

Date	Description	Amount
03/03/2021	JE-1 TRANSFER FUNDS FOR PAYROLL	\$100,000.00
03/17/2021	JE-10 TRANSFER FUNDS FOR PAYROLL	\$90,000.00

Electronic Debits

Date	Description	Amount
03/04/2021	EXPERTPAY EXPERTPAY 941198679	\$995.01
03/04/2021	IRS USATAXPYMT 270146355025972	\$19,849.30
03/05/2021	EMPLOYMENT DEVEL EDD EFTPMT 1897173536	\$3,813.38
03/05/2021	PANOCHWATERDIST PE02/28/21 XXXXX2036	\$46,223.83
03/08/2021	JOHN HANCOCK ACH DEBIT 0046568	\$9,051.63
03/19/2021	EXPERTPAY EXPERTPAY 941198679	\$1,030.34
03/19/2021	IRS USATAXPYMT 270147891732744	\$20,350.76
03/19/2021	PANOCHWATERDIST PE03/15/21 XXXXX2036	\$46,543.93
03/22/2021	EMPLOYMENT DEVEL EDD EFTPMT 57930272	\$3,709.02
03/23/2021	EMPLOYMENT DEVEL EDD EFTPMT 1673032224	\$7.25
03/23/2021	IRS USATAXPYMT 270148265325712	\$18.48
03/23/2021	PANOCHWATERDIST PE03/15/21 XXXXX2036	\$110.06
03/23/2021	JOHN HANCOCK ACH DEBIT 0046568	\$10,262.90

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
2827	03/22/2021	\$300.00	2898	03/03/2021	\$575.91	2902	03/09/2021	\$970.00
2894*	03/01/2021	\$1,799.16	2899	03/08/2021	\$1,840.33	2903	03/08/2021	\$1,074.59
2896*	03/01/2021	\$1,694.88	2900	03/08/2021	\$1,647.17	2904	03/08/2021	\$1,536.64
2897	03/01/2021	\$220.32	2901	03/22/2021	\$354.12	2905	03/10/2021	\$790.80

PANOCHÉ WATER DISTRICT QUARTERLY FINANCIAL STATUS	
CASH BOOK ACCOUNTS AS OF 03/31/2021	
PANOCHÉ WATER DISTRICT	
Balance as per bank statement	\$1,731,865
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$16,753
Balance as reported in the general ledger account	1,715,111
PANOCHÉ WATER DISTRICT PAYROLL	
Balance as per bank statement	\$81,320
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$27,872
Balance as reported in the general ledger account	\$53,448
PANOCHÉ WATER DISTRICT LAIF ACCOUNT	
LAIF Account balance as of 3/31/2021	\$4,215,377
TOTAL OF GENERAL LEDGER ACCOUNT BALANCES AND LAIF	
	\$5,983,936

BACK

PANOCHE WATER DISTRICT (PWD)
BUDGET (March 1, 2021 - February 28, 2022)

	Proposed Budget 2021-2022	FY 2020 -2021	FY 2019 -2020
	BUDGET	Actual	Actual
	(12months)	12 Months	12 Months
Operating Revenues			
CVP AG Water Contract	2,003,406	5,300,467	7,419,044
Supplemental Water	7,870,065	10,593,766	3,596,350
O & M Revenue	6,400,000	5,022,467	7,545,928
SLDMWA - SGMA Revenue***(\$1.43 per Acre)	54,151	69,384	25,996
Other Revenue	250,000	266,405	746,787
Labor Reimbursements	275,000	1,264,543	2,632,602
Other Reimbursements	200,000	382,885	1,109,026
Total Revenue	\$ 17,052,622	\$ 22,899,916	\$ 23,075,732
Operating Expenses			
Water Costs			
CVP AG Water Contract	2,003,406	3,705,626	6,886,495
Supplemental Water	7,870,065	10,030,675	4,743,070
SLDMWA-SGMA***	54,151	69,381	26,023
Other Water costs	190,000	237,759	189,710
	\$ 10,117,622	\$ 14,043,441	\$ 11,845,298
Operation & Maintenance Costs			
Salaries and Wages	1,753,010	2,375,133	2,846,115
Payroll Taxes	138,453	226,730	385,252
Employee Benefits	760,766	1,875,480	1,579,358
DHCCP Interest	110,548	112,452	-
Water rights	110,000	105,217	-
Legal Costs	600,000	867,580	828,367
Annual Audits	75,000	95,285	94,258
Professional Services	85,000	109,568	58,810
Utilities	35,000	33,023	69,613
Communication Costs	80,000	78,046	85,882
Conferences and Training Costs	45,000	40,962	189,292
Insurance Costs	125,000	120,237	53,386
Other Supplies & Services	120,000	148,127	136,787
	\$ 4,037,777	\$ 6,187,840	\$ 6,327,120
Direct O & M Costs			
SLDMWA-Membership & assessments	166,382	169,269	79,582
Energy Costs	1,703,069	1,419,224	1,694,734
Chemical Application	170,000	227,682	205,773
Domestic water plant maintenance	140,000	133,506	93,102
Laboratory - Water Testing	17,134	13,153	21,115
Equipment repairs	50,000	46,641	28,972
Pumps & Structures Repairs	250,000	435,928	236,015
Fuel & Oil costs	60,000	59,632	123,688
Vehicle repairs & Maintenance	65,000	120,172	47,157
Office, Houses, Shops Repairs & Maintenance	35,000	34,976	84,323
Other Districts overhead costs	154,811	240,870	408,752
Capital Cost - Depreciation	75,000	1,205,840	1,205,840
	\$ 2,886,396	\$ 4,106,891	\$ 4,229,053
Total Operating Expenses	\$ 17,041,795	\$ 24,338,172	\$ 22,401,471
Net Revenue/(Deficit)	\$ 10,827	\$ (1,438,257)	\$ 674,261
Calculated O&M Rate	\$ 161	\$ 154	\$ 122
Proposed O&M rate	\$ 160		

BACK

PANOCHÉ WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 4/14/2021 TO 5/11/2021				
	MECHANICS O & M CHECKING # 8566			
	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
4/14/2021	39357	FARM PUMP & IRRIGATION CO., INC.	\$ 19,750.66	REPAIR TRAVELING SCREEN RECIRCULATION SYSTEM
4/14/2021	39358	PRICE PAIGE & COMPANY	\$ 4,460.00	AUDIT COMPLETION 2/28/2020
4/14/2021	39359	ROTO-ROOTER PLUMBERS	\$ 1,010.00	REPAIRS FOR HOUSE # 4 & OFFICE
4/14/2021	39360	SAVEMART SUPERMARKETS	\$ 699.31	OFFICE SNACKS
4/14/2021	39361	WATERMAN INDUSTRIES	\$ 7,277.64	GATES - GBP
4/26/2021	39362	ACWA	\$ 22,516.19	JAN - MAR 2021 WORKERS COMPENSATION
4/26/2021	39363	AMAZON/SYNCH	\$ 836.39	OFFICE & MISC DISTRICT SUPPLIES
4/26/2021	39364	APPL, INC.	\$ 1,628.00	IRRIGATION WATER SAMPLES & SAMPLES FOR GBP
4/26/2021	39365	ANDERSON PUMP	\$ 7,911.18	REWIND MOTOR MAIN CANAL STATION # 2 PUMP # 3
4/26/2021	39366	BAKER SUPPLIES	\$ 582.85	CHAINSAW
4/26/2021	39367	BAKER MANOCK & JENSEN	\$ 1,767.50	LEGAL SERVICES MAR 2021
4/26/2021	39368	BOB'S TIRE	\$ 106.88	REPAIRS # 16B & # 18
4/26/2021	39369	CYGNET ENTERPRISES WEST	\$ 92,620.96	1,000 GALS TETON
4/26/2021	39370	LORENA CHAGOYA	\$ 38.37	REIMBURSEMENT LUNCH MEETING
4/26/2021	39371	CENTRAL DELTA MENDOTA GSA	\$ 3,700.00	MEMBERSHIP CONTRIBUTION 21/22
4/26/2021	39372	CLARK PEST CONTROL	\$ 9.00	DISTRICT PEST CONTROL
4/26/2021	39373	CPU TREND	\$ 3,669.56	IT SERVICES
4/26/2021	39374	LIGHTHOUSE DOCUMENT TECHNOLOGIES	\$ 561.00	LEGAL CONSULTANT NOV 2020 & MAR 2021
4/26/2021	39375	FENNEMORE DOWLING AARON	\$ 180.00	LEGAL SERVICES MAR 2021
4/26/2021	39376	FEDERAL EXPRESS	\$ 272.56	WATER SAMPLES GBP
4/26/2021	39377	FENTON & KELLER	\$ 20,181.72	LEGAL SERVICES FEB 2021
4/26/2021	39378	CORELOGIC INFORMATION SOLUTIONS	\$ 200.00	APN RESEARCH
4/26/2021	39379	FOX ROTHSCHILD LLP	\$ 2,044.50	LEGAL SERVICE MAR 2021
4/26/2021	39380	FRAISIER IRRIGATION	\$ 834.62	PARTS FOR ORO LOMA WELL # 43
4/26/2021	39381	HALLMARK GROUP	\$ 5,301.20	CONSULTANT JAN - MAR 2021
4/26/2021	39382	HOFFMAN SECURITY	\$ 341.40	SECURITY SERVICES
4/26/2021	39383	HOME DEPOT CREDIT SERVICES	\$ 629.40	DISTRICT SUPPLIES
4/26/2021	39384	LAW OFFICES OF WILLIAM C. HAHESEY	\$ 1,435.00	LEGAL SERVICES MAR 2021
4/26/2021	39385	LINNEMAN LAW, LLP	\$ 14,440.25	LEGAL SERVICES NOV & DEC 2021
4/26/2021	39386	JOSUE MARQUEZ	\$ 72.55	REIMBURSEMENT FOR NOTARY SUPPLIES
4/26/2021	39387	MCCORMICK BARSTOW LLP	\$ 3,647.70	LEGAL SERVICES MAR 2021
4/26/2021	39388	DANIEL MILLER	\$ 235.00	REIMBURSEMENT FOR TEST
4/26/2021	39389	PANOCHÉ DRAINAGE DISTRICT/SJRIP	\$ 2,889.39	REIMBURSE FOR REPAIRS PAID BY SJRIP
4/26/2021	39390	PIONEER LAW GROUP, LLP	\$ 1,765.50	LEGAL SERVICES FEB 2021
4/26/2021	39391	PROVOST & PRITCHARD	\$ 3,629.00	CONSULTANT FEB 2021
4/26/2021	39392	SANTOS FORD	\$ 505.53	REPAIRS # 30, # 2B & # 2
4/26/2021	39393	THE SAQUI LAW GROUP	\$ 118.50	LEGAL SERVICES MAR 2021
4/26/2021	39394	SORENSEN'S TRUE VALUE	\$ 88.93	MISC SUPPLIES
4/26/2021	39395	SUMMERS ENGINEERING INC.	\$ 1,971.84	SWTP REVIEW & CONSTRUCTION
4/26/2021	39396	THOMASON TRACTOR	\$ 738.31	POLE PRUNNER & MISC PARTS

	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
4/26/2021	39397	TORO PETROLEUM CORPORATION	\$ 5,652.51	55 GALS PUMP OIL & 1,511 GALS UNLEADED@ \$ 3.45
4/26/2021	39398	UNWIRED BROADBAND, INC.	\$ 549.99	INTERNET SERVICES
4/26/2021	39399	WALPOLE & CO.	\$ 218.75	COMPUTER SUPPORT
4/26/2021	39400	WATER RECLAMATION	\$ 1,960.34	MANUFACTURE PIPE FOR METER WELL # 43
4/26/2021	39401	WESTSIDE WATER	\$ 5,304.55	CHECK DOMESTIC SYSTEM WEEKLY & PULL WIRES TO BOOSTER PUMP # 1 - DOMESTIC PLANT
4/26/2021	39402	WORLD OIL ENVIRONMENTAL SERVICES	\$ 55.00	DISPOSAL OF USED METAL OIL & GAS FILTERS
4/26/2021	39403	XIO, INC.	\$ 74.00	CLOUD BASED MONITORING SERVICE
4/26/2021	39404	YOUNG'S AIR CONDITIONING	\$ 178.00	REPAIR HOUSE # 2 & OFFICE
4/26/2021	39405	ALEX AUTO & SMOG	\$ 85.00	DIAGNOSTICS FEE # 7
4/26/2021	39406	LIEBERT CASSIDY WHITMORE	\$ 684.00	LEGAL SERVICES FEB 21
4/29/2021	39407	CHRIS CARLUCCI	\$ 235.00	REIMBURSEMENT FOR TEST
4/29/2021	39408	WELTY WEAVER & CURRIE	\$ 20,668.75	LEGAL SERVICES MAR 21
5/11/2021	39409	ACWA/JPIA HEALTH BENEFITS	\$ 65,913.41	JUNE 2021 INSURANCE HEALTH \$ 61,324.00, DENTAL \$ 3,821.37, VISION \$ 612.48 & LIFE \$ 155.56
5/11/2021	39410	ALL AMERICAN PLUMBING	\$ 69.00	REPAIRS TO MAINLINE AT OFFICE
5/11/2021	39411	APPL, INC.	\$ 584.00	WATER SAMPLES - GBP & IRRIGATION
5/11/2021	39412	BOB'S TIRE	\$ 626.58	REPAIR # 12, # 04B, # 13A & # 07B
5/11/2021	39413	JUAN CADENA	\$ 30.00	FUEL # 12 C
5/11/2021	39414	COPY SHIPPING SOLUTIONS	\$ 50.35	ENVELOPE PRINTING
5/11/2021	39415	DEPARTMENT OF MOTOR VEHICLES	\$ 23.00	NON OP # 73A
5/11/2021	39416	FEDERAL EXPRESS	\$ 204.33	SHIPPING - GPB
5/11/2021	39417	FRONTIER COMMUNICATION	\$ 420.00	TELEPHONE
5/11/2021	39418	GILTON SOLID WASTE INC.	\$ 405.22	WASTE DISPOSAL
5/11/2021	39419	ISC-CARGO CLEAN-CA, LLC	\$ 3,350.00	CHEMICAL FREIGHT CHARGES
5/11/2021	39420	INTRADO ENTERPRISE COLLABORATION, INC.	\$ 337.34	CONFERENCE CALLS
5/11/2021	39421	LIGHTHOUSE SERVICES, INC.	\$ 270.00	LEGAL CONSULTANTS
5/11/2021	39422	NAPA AUTO PARTS	\$ 315.18	PARTS FOR # 65A
5/11/2021	39423	PACIFIC GAS & ELECTRIC	\$ 76,476.58	ELECTRICAL POWER
5/11/2021	39424	PURCHASE POWER	\$ 357.99	POSTAGE
5/11/2021	39425	PROVOST & PRITCHARD	\$ 3,479.00	5 YEAR WATER MANAGEMENT PLAN
5/11/2021	39426	SORENSEN'S TRUE VALUE	\$ 91.37	MISC SUPPLIES
5/11/2021	39427	STREAMLINE	\$ 100.00	PFA WEBSITE MANAGEMENT (2 MONTHS)
5/11/2021	39428	TF TIRE & SERVICE	\$ 2,108.16	REPLACE TIRE # 70B & # 67T
5/11/2021	39429	THARP'S FARM SUPPLY	\$ 115.35	SUPPLIES FOR PWD WELL # 43
5/11/2021	39430	WATER RECLAMATION	\$ 2,471.67	PARTS FOR DOMESTIC PLANT, BASTIAN METER, CHECK ELECTRICAL PANEL STATION 6D PUMP # 1 & LINNEMAN DRAIN PUMP, REPAIRS # SJ40, OILERS FOR PUMP STATIONS & PARTS FOR WELL # 43
5/11/2021	39431	WELLS FARGO VENDOR FIN SERV	\$ 348.76	COPIER LEASE
5/11/2021	39432	YONKERS & JOHNSON	\$ 54.46	GREASE FOR EQUIPMENT
5/11/2021	39433	ALEX AUTO & SMOG	\$ 85.00	PART FOR # 05B
W00694	4/14/2021	PAI SERVICES	\$ 164.75	SAGE TIME MAR 2021
W00695	4/14/2021	SLDM WATER AUTHORITY	\$ 201,244.62	MAR 2021 SLC DLDMWA CONVEYANCE COSTS
W00696	4/14/2021	US BUREAU OF RECLAMATION	\$ 129,407.74	MAR 2021 SLC & DMC RESTORATION WATER COSTS
W00697	4/26/2021	WESTAMERICA VISA	\$ 1,247.86	ICE FOR SAMPLES - GBP, FUEL, BUSINESS LUNCH, USB CHARGER, UPS & POSTING ELECTRICIAN JOB
W00698	4/26/2021	SLDM WATER AUTHORITY	\$ 942.44	OCT 2020 WATER QUALITY SAMPLING
JE-46	4/16/2021	TRANSFER FOR PAYROLL	\$ 70,000.00	PAYROLL 4/20/2021
JE-55	5/3/2021	TRANSFER FOR PAYROLL	\$ 90,000.00	PAYROLL 5/5/2021
		TOTAL	\$ 917,628.44	

MECHANICS PAYROLL CHECKING # 7895				
	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
4/19/2021	PR-1389	NET PAYROLL	\$ 56,428.06	PAYROLL DATED 4/20/2021
4/20/2021	JE-49	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,951.46	STATE PAYROLL TAX DEPOSIT
4/20/2021	JE-50	INTERNAL REVENUE SERVICE	\$ 21,242.67	FEDERAL PAYROLL TAX DEPOSIT
4/20/2021	JE-51	CALIFORNIA STATE DISBURSEMENT PYMT	\$ 1,047.38	CHILD SUPPORT
4/20/2021	JE-52	401K JOHN HANCOCK	\$ 11,008.73	RETIREMENT
4/21/2021	2929	PRINCIPAL LIFE INSURANCE COMPANY	\$ 1,454.08	EMPLOYEE PAID LIFE, CRITICAL CARE & DISABILITY INSURANCE
5/4/2021	PR-1390	NET PAYROLL	\$ 56,111.55	PAYROLL DATED 5/5/2021
5/5/2021	JE-56	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,891.94	STATE PAYROLL TAX DEPOSIT
5/5/2021	JE-57	INTERNAL REVENUE SERVICE	\$ 21,189.74	FEDERAL PAYROLL TAX DEPOSIT
5/5/2021	JE-58	401K JOHN HANCOCK	\$ 10,939.06	RETIREMENT
5/5/2021	JE-59	CALIFORNIA STATE DISBURSEMENT PYMT	\$ 883.99	CHILD SUPPORT
		TOTAL	\$ 188,148.66	

BACK

PANOCHÉ WATER DISTRICT (PWD)						
Revenue and Expenses Report for the 2 Months ending April 30, 2021						
	FY 2021 - 2022 (2 Months)	Mar 1, 2020 - Feb 28, 2021 (12 Months)		Budget Vs Actual 2021		FYE 2020
	ACTUAL	ACTUAL	BUDGET	%ages		ACTUAL
Operating Revenues						
Water Revenue	\$ 38,177	\$ 15,243,903	\$ 12,057,497	126%		\$ 11,015,394
O & M Revenue	256,085	5,134,747	5,072,613	101%		7,545,928
Other Revenue	21,470	378,853	750,000	51%		772,783
Reimbursements From Other Districts	44,626	1,723,342	2,475,000	70%		3,741,628
Total Revenue	\$ 360,357	\$ 22,480,845	\$ 20,355,110	110%		\$ 23,075,732
Operating Expenses						
Water Purchases Costs	\$ 1,030,636	\$ 14,284,863	\$ 12,237,044	117%		\$ 11,845,298
Operation & Maintenance Costs	\$ 996,691	\$ 9,472,922	\$ 9,237,242	103%		\$ 9,350,331
Total Expenses	\$ 2,027,327	\$ 23,757,786	\$ 21,474,286	111%		\$ 21,195,629
Net Revenue/(Deficit)	\$ (1,666,970)	\$ (1,276,941)	\$ (1,119,176)			\$ 1,880,104

PANOCHÉ WATER DISTRICT (PWD)						
Revenue and Expenses Report for the 2 Months ending April 30, 2021						
		FY 2021 - 2022 (2 Months)	Mar 1, 2020 - Feb 28, 2021 (12 Months)		Budget Vs Actual	FYE 2020
Operating Revenues		ACTUAL	ACTUAL	BUDGET	%ages	ACTUAL
	CVP AG Water Contract	21,602	5,552,297	4,455,600	125%	7,419,044
	Supplemental Water	16,575	9,691,606	7,601,897	127%	3,596,350
	O & M Revenue	256,085	5,134,747	5,072,613	101%	7,545,928
	SLDMWA-SGMA Revenue	-	69,384	179,547	39%	
	Other Revenue	21,470	309,469	570,453	54%	772,783
	Labor Reimbursements	35,477	1,332,749	1,850,000	72%	2,632,602
	Other Reimbursements	9,148	390,593	625,000	62%	1,109,026
	Total Revenue	\$ 360,357	\$ 22,480,845	\$ 20,355,110	110%	\$ 23,075,732

PANOCHÉ WATER DISTRICT (PWD)						
Revenue and Expenses Report for the 2 Months ending April 30, 2021						
	FY 2021 - 2022 (2 Months)	Mar 1, 2020 - Feb 28, 2021 (12 Months)		Budget Vs Actual 2021	FYE 2020	
Water Costs	ACTUAL	ACTUAL	BUDGET	%ages	ACTUAL	
CVP AG Water Contract	-	3,931,650	4,455,600	88%	6,886,495	
Supplemental Water	948,586	10,040,717	7,411,897	135%	4,743,070	
SLDMWA -SGMA	27,747	69,381	179,547	39%	-	
Other Water costs	54,303	243,115	190,000	128%	102,427	
Total Water Purchases Costs	\$ 1,030,636	\$ 14,284,863	\$ 12,237,044	117%	\$ 11,731,992	

PANOCHÉ WATER DISTRICT (PWD)						
Revenue and Expenses Report for the 2 Months ending April 30, 2021						
	FY 2021 - 2022 (2 Months)	Mar 1, 2020 - Feb 28, 2021 (12 Months)		Budget Vs Actual 2021		FYE 2020
Operation & Maintenance Costs	ACTUAL	ACTUAL	BUDGET	%ages		ACTUAL
Salaries and Wages	\$ 320,308	\$ 2,375,133	\$ 2,602,161	91%		\$ 2,846,115
Payroll Taxes	25,977	226,730	216,433	105%		385,252
Employee Benefits	171,154	1,386,172	1,437,252	96%		1,579,358
Vacation adjustment payout	-	489,309	-	0%		-
Interest Expenses - DHCCP	110,548	112,452	114,000	99%		113,306
Legal Costs	30,348	945,288	750,000	126%		828,367
Annual Audits	-	104,285	90,000	116%		94,258
Professional Services	12,360	274,002	150,000	183%		58,810
Utilities	705	35,121	71,000	49%		69,613
Communication Costs	12,653	80,649	87,000	93%		85,882
Conferences and Training Costs	4,885	40,962	90,000	46%		189,292
Insurance Costs	71,888	120,237	115,000	105%		53,386
Other Supplies & Services	39,639	150,555	142,500	106%		136,787
SLDMWA-Membership & assessments	83,541	169,269	169,675	100%		79,582
Energy Costs	31,289	1,446,122	1,864,207	78%		1,694,734
Chemical Application	570	228,078	210,000	109%		205,773
Domestic water plant maintenance	10,193	148,827	95,000	157%		93,102
Laboratory - Water Testing	2,702	13,153	24,000	55%		21,115
Other Districts overhead costs	10,884	243,439	296,000	82%		408,752
Equipment Repairs & Maintenance Costs	57,047	883,140	713,014	124%		520,154
Total Operation & Maintenance Costs	\$ 996,691	\$ 9,472,922	\$ 9,237,242	103%		\$ 9,463,636

PANOCHÉ WATER DISTRICT (PWD) Revenue and Expenses Report for the 2 Months ending April 30, 2021							
	FY 2021 - 2022 (2 Months)	Mar 1, 2020 - Feb 28, 2021 (12 Months)		Budget Vs Actual 2021		FYE 2020	
Equipment Repairs & Maintenance Costs							
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>			<u>Actual</u>	
Equipment repairs	4,651	51,441	47,500	108%		26,308	
Engineering costs	-	-	5,000	0%		2,664	
Pumps & Structures Repairs	31,564	453,555	210,000	216%		236,015	
Vehicle repairs & Maintenance	11,705	193,093	205,014	94%		170,845	
Office, Houses, Shops Repairs & Maintenance	9,128	35,050	95,500	37%		84,323	
Capital Cost - Depreciation	-	150,000	150,000	100%		-	
Total Equipment Repairs & Maintenance Costs	\$ 57,047	\$ 883,140	\$ 713,014	124%		\$ 520,154	

BACK

Water Supply																		
District Water	Annual	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2022	2022	YTD	Transfers	Not	Remaining
March, 2021 - Feb, 2022	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out	Pumped	Balance	
Transfer 1 - DC	3,000		230											230			2,770	
Transfer 2 - DC	5,000													0			5,000	
Transfer 3 - DC	629													0			629	
Panoche DD Wells	0													0			0	
SJRIP Lease Agreement	113	10	103											113			0	
Grower Transfer Ins	0													0			0	
CCID Grower Wells f/Crdt	0													0			0	
PWD Grower Wells f/Crdt	559	189	370											559			0	
Gains or Losses	(225)	(102)	(123)											(225)			0	
District Water Total	9,076	97	580	0	0	0	0	0	0	0	0	0	0	677	0		8,399	
Bureau Water	Annual	2021	2021	2021	2021	2021	2021	2021	2021	2021	2021	2022	2022	YTD	Transfers	Loss	Remaining	
March, 2021 - Feb, 2022	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out		Balance	
2020-2021 Rescheduled	9,231	11	34											45	307	(92)	8,787	
2021-2022 0% USBR	0													0			0	
Grower Transfer Ins	1,092		1,092											1,092			0	
CCID Grower Wells f/Crdt	105		105											105			0	
CVP 3F Wtr - Rescheduled	4,980	1,502	962											2,464		(35)	2,481	
CVP 3F Wtr - 2021-22	4,192													0		(1,257)	2,935	
Bureau Water Total	19,600	1,513	2,193	0	0	0	0	0	0	0	0	0	0	3,706	307	(1,384)	14,203	
Total Water Supply	28,676	1,610	2,773	0	0	0	0	0	0	0	0	0	0	4,383	307	(1,384)	22,602	
Usage																		
Growers		1,610	2,773											4,383				
Transfers Out/Sales			307											307				
Total Usage/Transfers		1,610	3,080	0	0	0	0	0	0	0	0	0	0	4,690				
Diff/Losses: % of Supply	%	-6%	-5%											-5%				
Budget to Actual - AF		1,501	2,714											4,215				

* Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual *



Westlands Water District

MEMORANDUM

TO: SLDMWA BOARD OF DIRECTORS
FROM: TOM BOARDMAN, WATER RESOURCES ENGINEER
SUBJECT: MAY OPERATIONS UPDATE
DATE: APRIL 30, 2021

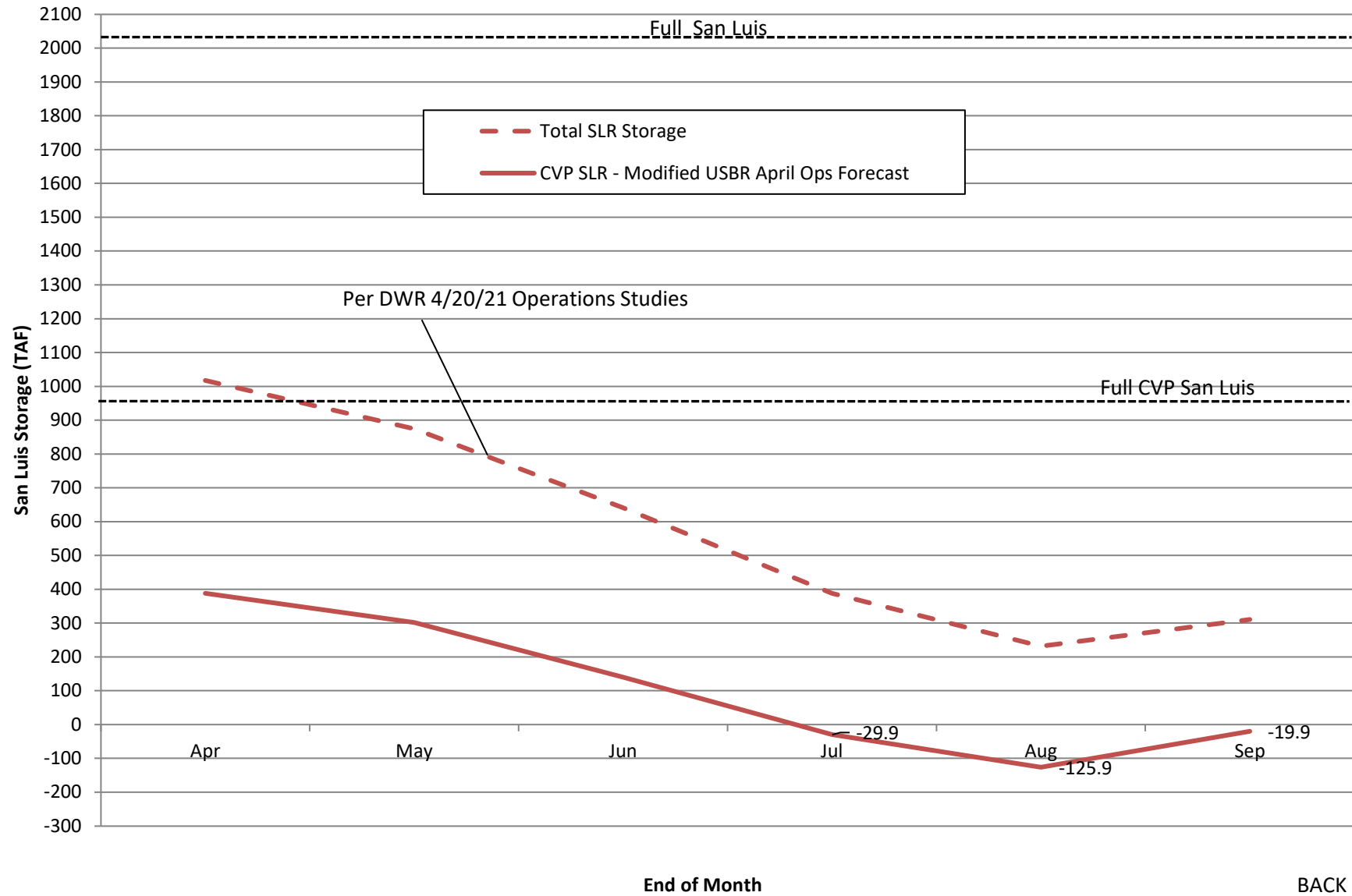
Project Operations

- The Jones pumping plant fell short of a single unit operation during April by about 100 cfs due to cycling a unit for several days in order to meet the Delta outflow requirement per D1641. A single pump operation of 800 cfs is on-going with Reclamation stating that it will avoid further pump cycling to prevent a failure at the pumping plant.
- Banks pumping has averaged near its minimum rate of 300 cfs for the past several weeks in efforts to meet the Delta outflow standard while conserving limited storage in Oroville. DWR's latest operations forecast shows minimum pumping persisting into the fall months due to limited Oroville storage and expected delta requirements per D1641.
- Reclamation's latest conservative forecast projects that the SWP will owe the CVP about 205 TAF by the end of August under the accounting for the Coordinated Operations Agreement (COA). The COA debt is comprised of increased CVP releases and reduced CVP exports necessary to help meet the SWP share of in-basin demands. Reclamation and DWR are prepared to coordinate storage in San Luis reservoir. The latest San Luis projection shows that the CVP may borrow about 142 TAF from the State's share by the end of August.
- The current storage in Shasta is about 2.3 MAF with inflows declining due to a low snow-pack – currently at 27% of average. Storage has decreased by almost 100 TAF since the reservoir began drawing down during the first week of April. Reclamation's most recent conservative operations forecast projects storage by the end of September to be about 1.2 MAF – the second lowest carry over storage in the past 20 years. Reclamation is working closely with State Board staff and stakeholders to develop the most efficient plan to manage the limited cold-water pool for salmon and contractual commitments.
- Folsom storage is at 356 TAF or about 50% of the 15-year average. Reservoir storage normally would be increasing this time of year because of snow melt. But, with the current snowpack at 35% of average, storage has been remained relatively flat during the past month. Releases were recently cut from 2,000 cfs to 1,000 to conserve storage. Releases may drop to 500 cfs by early May when the delta outflow requirement is reduced to 4,000 cfs – down from 7,100 cfs in April.
- CVP demands were about 90 TAF during April; about 60% of the 15-year average.

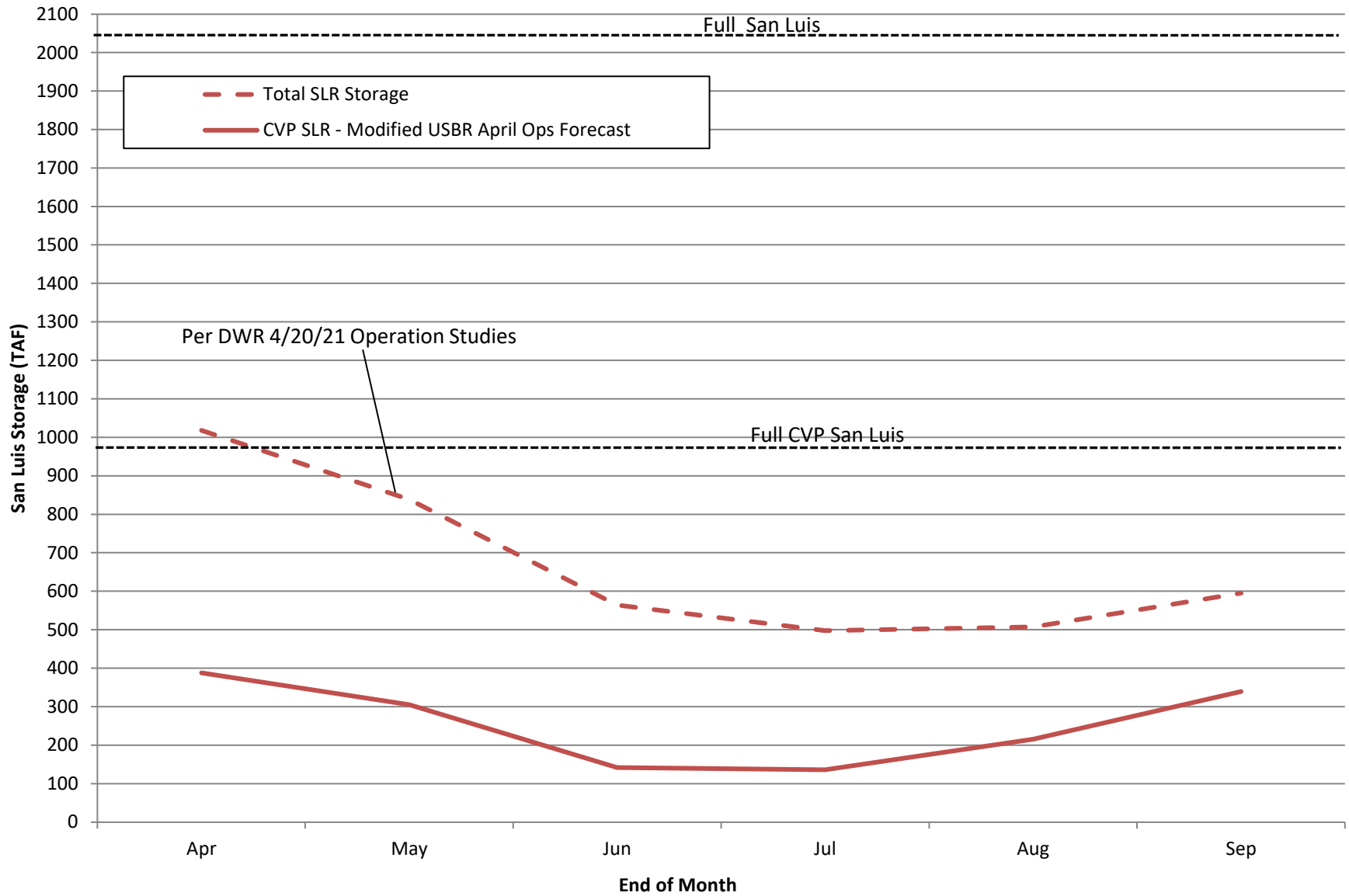
2021 San Luis Reservoir Operations

The CVP share of San Luis storage dropped by 50 TAF during April to 390 TAF. The current storage is trending close to Reclamation's latest conservative operations forecast which projects that the CVP share of San Luis could drop to -142 TAF by the end of August. The storage projection reflects meeting Reclamation's 2021 allocation commitments to water rights, refuge, and urban contractors. Reclamation also assumes meeting demands for rescheduled water. DWR's latest conservative operation forecast, based on a 5% allocation reduction, shows that the State share of San Luis will be about 340 TAF at the end of August. As shown on the attached San Luis projection chart under 90% exceedance conditions, the expected low point for combined State and Federal shares is expected to be about 240 TAF.

2020-21 San Luis Storage Projection 90% Exceedance Hydrology



2020-21 San Luis Storage Projection 50% Exceedance Hydrology



Estimated O&M cost \$ 6,400,000 \$ 160.00 per acre-foot

	AF		AF/AC
2021 Delivery Forecast	(40,000)		
2020 Rescheduled Water	14,211	amount will vary account by account	0.37
Fixed Supplemental	8,000	allocated on pro-rate acreage basis	0.21
CVP Allocation	-	allocated on pro-rate acreage basis	-
2nd Supplemental Pool *	13,235	subscription basis	0.35
3rd Supplemental Pool *	6,000	allocation basis undetermined	0.16
Growers Transfers-In	7,759	amounts will vary account by account	0.20
		* Estimated quantities - not yet secured	
Difference	9,205	acre-feet per acre in aggregate	1.29

Panoche Water District Main Station Water Quality April

