

AGENDA
PANOCHÉ WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
March 14, 2023 – 9:30 a.m.

MEETING LOCATION
Panoche Water District Boardroom
52027 West Althea Ave.
Firebaugh, CA 93622

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.

6. DIVISION REPORTS:

- A. Water Operations & Maintenance – Juan Cadena
- B. Administration – Ara Azhderian
- C. Ethics, Compliance, & Human Resources – Lorena Chagoya

7. PANOCHÉ WATER & DRAINAGE DISTRICTS JOINT CLOSED SESSION: Conference with Legal Counsel.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Three

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

- i. PCFFA v. Glaser, et. al.
US District Court, E.D. Cal, Case No. 2:11-cv-02980

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

9. CLOSED SESSION

C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Four

D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

- ii. Imani Percoats & Chris Bettencourt vs. Panoche Water District
Fresno County Superior Court Case No. 18CECG01651
- iii. Center for Biological Diversity, et al. v. United States, et al.
US District Court, E.D. Cal, Case No. 1:20-CV-00760 DAD-EPG
- v. North Coast Rivers Alliance, et al. v. Kenneth Salazar, et al.
US District Court, E.D. Cal., Case No. 1:16-cv-00307-DAD-SKO
- vi. Firebaugh Canal Water District & Central California Water District v. United States, et al.
US District Court, E.D. Cal., Case 1:88-cv-00634-LJO-SKO

E. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Section 54957.6:

Agency Designated Representative: Ara Azhderian, General Manager

Employee Organization: International Brotherhood of Electrical Workers Local 1245

10. REPORT FROM CLOSED SESSION

11. 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 2):

- Approving DRAFT minutes from the November 8, 2022, regular meeting of the Board;
- Approving DRAFT minutes from the February 14, 2023, regular meeting of the Board;
- Approving DRAFT minutes from the March 1, 2023, special meeting of the Board;
- Accepting the monthly financial statements for the period ending February 28, 2023;
- ~~Accepting the Director's Monthly Credit Card Usage Report.~~

ACTION ITEMS

- 12.** The Board to review and consider a Resolution adopting certain findings under the California Environmental Quality Act and authorizing execution of a Water Transfer Agreement with the East Side Canal & Irrigation Company and San Luis Canal Company (Azhderian/Williams – Tab 3);
- 13.** The Board to review and consider authorizing execution of a land lease with the Linneman Trust for the District's Solar Project #2 (Azhderian – Tab 4);
- 14.** The Board to review and consider approval of executive compensation for the General Manager (Azhderian – Tab 5);
- 15.** The Board to review and consider amending the 2023-24 fiscal-year budget and the Central Valley Project and supplemental water rates (Azhderian – Tab 6);
- 16.** The Board to review and consider approving the District's revised and updated Emergency Action and Evacuation Plan (Azhderian/Chagoya – Tab 7);
- 17.** The Board to review and consider approving the District's revised and updated Code of Safe Practices (Azhderian/Chagoya – Tab 8);
- 18.** The Board to review and consider approving the accounts payable (Azhderian – Tab 9).

REPORT ITEMS

- 19. FINANCIAL REPORTS (Tab 10)**
 - A. FYE 2023 Budget-to-Actual Report;
 - B. Other financial matters affecting the District.
- 20. REPORTS UNDER DISTRICT POLICIES (Tab 11)**
 - 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.

21. GENERAL MANAGER’S REPORT (Tab 12)

- A. Water Supplies, Deliveries, and Quality;
- B. Domestic Water Treatment Plant;
- C. Sustainable Groundwater Management Act;
- D. Los Vaqueros Expansion Project;
- E. B.F. Sisk Expansion Project;
- F. Other Matters Affecting the District.

22. REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)

23. FUTURE MEETING DATES

- A. Board to Consider Action to Set Special Meeting Date(s): *March 28, 2023.*
- B. Next Regular Meeting Date: April 18, 2023.

24. 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.

Investment Information Disclaimer: This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq., and has not been prepared with a view to informing an investment decision in any of the District’s bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the District’s bonds, notes or other obligations and investors and potential investors should rely only on information filed by the District on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

**PANOCHÉ WATER DISTRICT MEETING MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
November 08, 2022, at 9:30 A.M.**

A meeting of the Board of Directors was held pursuant to Assembly Bill 361 authorizing the District’s legislative body to hold meetings by web and teleconference, and to make meetings accessible to the public electronically. Those present at the meeting were:

- Directors Present: John Bennett, President
Aaron Barcellos, Vice-President
Steve Fausone, Secretary
Wayne Western, Director
- Directors Absent: Beau Correia, Director
- District Staff Present: Ara Azhderian, General Manager
- Others Present: Philip Williams, General Counsel
Josh Giosa, Price Paige & Company
Larisa Murren, Price Paige & Company

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

Pursuant to the Brown Act, President Bennett announced that Directors do not receive compensation or a stipend for simultaneous or serial order meetings of Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

CALL TO ORDER

President Bennett called the regular meeting to order at 9:36 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

Director Correia was absent. A quorum of the Board and presence of the District’s Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

General Manager Azhderian noted that this was going to be President Bennett’s last regular meeting following his decision to retire from the Board at the end of his current term. His fellow Board members expressed their appreciation for his years of service and wished John well.

DIVISION REPORTS

No reports were given.

THE BOARD TO REVIEW AND CONSIDER ACCEPTING AS FINAL THE PRICE, PAIGE, & COMPANY DRAFT FINANCIAL AUDIT FOR THE FISCAL-YEAR ENDING FEBRUARY 28, 2022, SUBJECT TO ANY FURTHER BOARD DIRECTION

General Manager Azhderian presented the draft audited financial statement and introduced Principal Auditor Josh Giosa. Giosa reviewed the auditors’ report with the Board, explaining what was done, respective responsibilities during the audit, and the auditors’ opinion, which was clean and unmodified. Giosa said the audit examined the financial statements prepared by management, the District’s internal controls for errors and fraud, interviewed select staff, Directors, and consultants, and found no material internal control issues. Giosa noted the significant improvement the District has made over the past few years to implement new financial systems and controls. Lastly, Giosa reviewed the significant changes in the financial statement and responded to questions from the Board. After consideration, on a motion by Director Fausone, seconded by Director Western, the Board accepted the draft audited financial statements as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Fausone, Western
Nays:	None
Abstain:	None
Absent:	Correia

CONSENT CALENDAR

General Manager Azhderian presented the Consent Calendar, which included draft minutes from the September 14, 2021, regular meeting, the September 28, 2021, special meeting, the October 12, 2021, regular meeting, the November 02, 2021, special meeting, the November 09, 2021, regular meeting, the November 16, 2021, special meeting, the November 23, 2021, special meeting, the December 14, 2021, regular meeting, and the December 21, 2021, special meeting of the Board; the monthly financial statements for the period ending October 31, 2022; and the Director’s Monthly Credit Card Usage Report. Directors Bennett and Fausone affirmed the minutes for those not in attendance at the various meetings. After consideration, on a motion by Director Fausone, seconded by Director Western, the Board accepted the Consent Calendar as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Fausone, Western
Nays:	None
Abstain:	None
Absent:	Correia

THE BOARD TO REVIEW AND CONSIDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO SAN LUIS & DELTA- MENDOTA WATER AUTHORITY LONG TERM NORTH-TO-SOUTH WATER TRANSFER PROGRAM ACTIVITY AGREEMENT

General Manager Azhderian presented the First Amendment. He explained the purpose of the Amendment was to update the cost allocation ratios to account for participation in the Program by the Contra Costa Water District and the East Bay Municipal Utility District and to provide for a “true-up” of the Activity Agreement expenses based upon the amount of water actually delivered to a participant through the program as opposed based upon to contract quantity. After consideration, on a motion by Director Western, seconded by Director Fausone, the Board authorized execution of the Amendment as presented.

The vote on the matter was as follows:

Ayes: Bennett, Barcellos, Fausone, Western
 Nays: None
 Abstain: None
 Absent: Correia

THE BOARD TO REVIEW AND CONSIDER AUTHORIZING AWARD OF CONTRACT TO MCELVANY, INC., FOR THE CONTOUR CANAL TERMINAL PUMP STATION TRAVELING WATER SCREEN PROJECT, AND MAKING CERTAIN FINDINGS OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

General Manager Azhderian presented a memorandum recommending the award of a contract to McElvany Inc. to install a traveling water screen at Pump Station 6E on the Contour Canal. He explained the District had issued an Invitation for Bids and received two responses, of which McElvany was the lowest cost responsible bidder. General Counsel Williams reported the Project is exempt from CEQA under the “Common Sense” provision in CEQA Guidelines section 15061(b)(3), as there is no possibility that it may have a significant impact on the environment. He noted the Project simply involves upgrading the existing trash screen at Pump Station 6E. Williams said the Project is also categorically exempt from CEQA, pursuant to CEQA Guidelines section 15301, because it involves operations of existing facilities with negligible expansion of use. After consideration, on a motion by Director Fausone, seconded by Director Western, the Board found that the proposed Project was exempt from CEQA and authorized award of the Contract to McElvany Inc.

The vote on the matter was as follows:

Ayes: Bennett, Barcellos, Fausone, Western
 Nays: None
 Abstain: None
 Absent: Correia

THE BOARD TO REVIEW AND CONSIDER AMENDING THE PROPERTY RELATED FEES & CHARGES DELINQUENCY POLICY

General Manager Azhderian presented the draft amendments to the Policy. He explained the Policy as originally adopted allows the District to suspend water service to lands that are delinquent in paying land-based fees and charges and that the purpose of the amendments is to clarify that those fees and charges include the Panoche Drainage District’s Drainage Service Fees. After consideration, on a motion by Director Fausone, seconded by Director Western, the Board approved the Policy amendments as presented.

The vote on the matter was as follows:

Ayes: Bennett, Barcellos, Fausone, Western
 Nays: None
 Abstain: None
 Absent: Correia

THE BOARD TO REVIEW AND CONSIDER NAMING DISTRICT REPRESENTATIVES TO VOTE IN THE ASSOCIATION OF CALIFORNIA WATER AGENCIES GENERAL SESSION MEMBERSHIP MEETING ON PROPOSED AMENDED AND RESTATED BYLAWS

General Manager Azhderian explained the Association of California Water Agencies’ Board of Directors would be considering amendments to its Bylaws and that the District needed to name a representative and alternate to attend the November 30, 2022, General Session membership meeting to

vote on the District’s behalf. Azhderian reported that both he and Director Correia were planning to attend the conference. After consideration, on a motion by Director Western, seconded by Director Fausone, the Board named Director Correia as the District’s representative and General Manager Azhderian as the alternate.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Fausone, Western
Nays:	None
Abstain:	None
Absent:	Correia

THE BOARD TO REVIEW AND CONSIDER CLAIM BY GENERAL MANAGER FOR LOST PROPERTY DAMAGES

General Manager Azhderian recused himself from the meeting. General Counsel Williams presented the claim to the Board. After consideration, on a motion by Director Western, seconded by Director Fausone, the Board payment of the claim as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Fausone, Western
Nays:	None
Abstain:	None
Absent:	Correia

THE BOARD TO REVIEW AND CONSIDER ACCEPTING THE TREASURER’S QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2022

General Manager Azhderian presented the Treasurer’s Report. He reported that as of September 30, 2022, the majority of the District’s funds were invested in the State of California Local Agency Investment Fund and the remaining funds were deposited in Federal Deposit Insurance Corporation insured accounts at Mechanics Bank. Azhderian said the District’s financial portfolio was in compliance with the District’s Statement of Investment Policy and that 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. After consideration, on a motion by Director Fausone, seconded by Director Western, the Board accepted the Treasurer’s Report as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Fausone, Western
Nays:	None
Abstain:	None
Absent:	Correia

THE BOARD TO REVIEW AND CONSIDER APPROVING PAYMENT OF BILLS

General Manager Azhderian presented the Board with the District’s accounts payable. After consideration, on a motion by Director Fausone, seconded by Director Western, the Board approved payment of the bills as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Fausone, Western
Nays:	None
Abstain:	None

Absent: Correia

FINANCIAL REPORTS

General Manager Azhderian presented the Board the Budget-to-Actual report. He noted that overall, actual expenses were tracking closely with the budget projections.

REPORTS UNDER DISTRICT POLICIES

General Manager Azhderian reported on attendance at various Brown Act meetings, including at the San Luis & Delta-Mendota Water Authority, San Joaquin Valley Drainage Authority, and the Grassland Basin Authority.

GENERAL MANAGER'S REPORT

General Manager Azhderian presented the Board on the District's water supply and water quality reports and the November Central Valley Project Operations report prepared by Tom Boardman with Westlands Water District.

PANOCHÉ WATER & DRAINAGE DISTRICTS' JOINT CLOSED SESSION

General Counsel Williams announced that the Panoche Water and Drainage Districts Boards would meet jointly in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (2) or (3).

At approximately 11:02 a.m., President Bennett called the joint closed session to order.

At approximately 11:10 a.m., President Bennett adjourned the joint closed session.

JOINT CLOSED SESSION REPORT

General Counsel Williams reported the Boards met jointly with legal counsel in closed session and no reportable action was taken.

CLOSED SESSION

General Counsel Williams announced that the Board would meet in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (1), (2), or (3), and a conference with labor negotiators pursuant to Government Code Section 54957.6.

At approximately 11:11 a.m., President Bennett called the closed session to order.

At approximately 11:34 a.m., President Bennett adjourned the closed session.

CLOSED SESSION REPORT

General Counsel Williams reported the Board met with legal counsel in closed session and no reportable action was taken.

REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(A)(3)

No reports were given.

FUTURE MEETING DATES

The next regular Board meeting was scheduled for 9:30 a.m. on December 13, 2022.

ADJOURNMENT

With no further business on the agenda, President Bennett adjourned the meeting at 11:35 a.m.

John Bennett, President

Steve Fausone, Secretary

DRAFT

**PANOCHÉ WATER DISTRICT MEETING MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
February 14, 2023, at 9:30 A.M.**

A regular meeting of the Board of Directors was held pursuant to Assembly Bill 361 authorizing the District’s legislative body to hold meetings by web and teleconference, and to make meetings accessible to the public electronically. Those present at the meeting were:

- Directors Present: Aaron Barcellos, President
Beau Correia, Vice-President
Steve Fausone, Secretary
Wayne Western, Director
Neill Callis, Director
- Directors Absent: None
- District Staff Present: Ara Azhderian, General Manager
Juan Cadena, Water Resources Manager
- Others Present: Philip Williams, General Counsel
Palmer McCoy, Grassland Basin Authority
Will Gleason, West Hills Farm Services

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

Pursuant to the Brown Act, President Barcellos announced that Directors do not receive compensation or a stipend for simultaneous or serial order meetings of Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

CALL TO ORDER

President Barcellos called the regular meeting to order at 9:30 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

A quorum of the Board and presence of the District’s Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

DIVISION REPORTS

- A. Water Resources Manager Juan Cadena reported January water deliveries of only 15 acre-feet and that current deliveries were averaging only 5 cubic-feet per second. He reported on flood

management activities resulting for the recent storms and said maintenance staff had installed 5 new canal gates, pulled pump #2 from station TC-2, and cleaned 1.5 miles of the Contour Canal.

- B. General Manager Azhderian reported that accounting staff had completed the calendar year-end tax reports and were continuing the FYE 2023 budget preparation. He said the Watermaster was assisting growers with new CVP contract year forms and processing the January ag and M&I water billings and the monthly reporting of water usage and payments to the San Luis & Delta-Mendota Water Authority and Reclamation. For the Drainage District, staff was assisting Price Paige with the audit of the FYE 2022 financial statements.

PANOCHÉ WATER & DRAINAGE DISTRICTS’ JOINT CLOSED SESSION

General Counsel Williams announced that the Panoche Water and Drainage Districts Boards would meet jointly in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (2) or (3).

At approximately 9:33 a.m., President Barcellos called the joint closed session to order.

At approximately 9:49 a.m., President Barcellos adjourned the joint closed session.

JOINT CLOSED SESSION REPORT

General Counsel Williams reported the Boards met jointly with legal counsel in closed session and no reportable action was taken.

CLOSED SESSION

General Counsel Williams announced that the Board would meet in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (1), (2), or (3); a conference with labor negotiators pursuant to Government Code Section 54957.6; and a conference with real property negotiators.

At approximately 9:50 a.m., President Barcellos called the closed session to order.

At approximately 10:58 a.m., President Barcellos adjourned the closed session.

CLOSED SESSION REPORT

General Counsel Williams reported the Board met with legal counsel in closed session and no reportable action was taken.

CONSENT CALENDAR

General Manager Azhderian presented the Board with the Consent Calendar, which included draft minutes from the January 17, 2023, adjourned regular meeting and the January 31, 2023, special meeting of the Board; the monthly financial statements for the period ending January 31, 2023; the Treasurer’s Quarterly Investment Report for the period ending December 31, 2022; and the Director’s Monthly Credit Card Usage Report. After consideration, on a motion by Director Callis, seconded by Director Western, the Board accepted the Consent Calendar as presented.

The vote on the matter was as follows:

Ayes:	Barcellos, Correia, Fausone, Western, Callis
Nays:	None

Abstain: None
 Absent: None

THE BOARD TO REVIEW AND CONSIDER ADOPTING A RESOLUTION AUTHORIZING RENEWAL OF A WARREN ACT CONTRACT WITH THE BUREAU OF RECLAMATION FOR THE DELTA-MENDOTA CANAL GROUNDWATER PUMP-IN PROGRAM AND MAKING CERTAIN FINDINGS OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

General Manager Azhderian presented the draft Resolution and explained that Reclamation was allowing districts to enter into a one-year Warren Act Contract for the Delta-Mendota Canal pump-in program. He said in addition to authorizing execution of a new Contract, the Resolution authorizes execution of the attendant Letter Agreement, which provides for the District’s reimbursement to Reclamation for the costs it incurs related to the Contract. General Counsel Williams reviewed the California Environmental Quality Act exemption findings. After consideration, on a motion by Director Western, seconded by Director Callis, the Board found that execution of the Contract was exempt from CEQA and adopted the Resolution as presented.

The vote on the matter was as follows:

Ayes: Barcellos, Correia, Fausone, Western, Callis
 Nays: None
 Abstain: None
 Absent: None

THE BOARD TO REVIEW AND CONSIDER AUTHORIZING EXECUTION OF A SPECIAL PROJECT AGREEMENT WITH THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY FOR THE DISTRICT’S PROPORTIONATE SHARE OF ADMINISTRATIVE COSTS ASSOCIATED WITH IMPLEMENTATION OF A DEPARTMENT OF WATER RESOURCES SUSTAINABLE GROUNDWATER MANAGEMENT ACT GRANT (NO. 4600014644)

General Manager Azhderian presented a memorandum and the proposed Agreement. He explained the District is a participant in a number of SGMA activities in the Delta-Mendota Subbasin and that much of the work is performed by the SLDMWA and/or other participants. Participants in the Delta-Mendota Subbasin were awarded a SGMA Implementation Grant by the Department of Water Resources, he said, and the grant is being administered by the Del Puerto Water District. The purpose of the proposed agreement is to allocate and recover grant administration costs proportionate to the grant award for each participant. Azhderian noted the District is not receiving funds from this grant, so its allocated administrative costs are nominal. After consideration, on a motion by Director Callis, seconded by Director Western, the Board authorized execution of the Agreement.

The vote on the matter was as follows:

Ayes: Barcellos, Correia, Fausone, Western, Callis
 Nays: None
 Abstain: None
 Absent: None

THE BOARD TO REVIEW AND CONSIDER AUTHORIZING EXECUTION OF A LAND LEASE WITH PANOCHÉ DRAINAGE DISTRICT

General Manager Azhderian explained the District had been working with its solar provider, ForeFront Power, and various landowners for almost a year trying to establish a location for its 2nd one megawatt solar project. He explained a location near Reclamation’s Demonstration Treatment Plant was preferred because Pacific Gas & Electric’s existing infrastructure at that location was robust and that

would minimize interconnection costs and delays. He said the original plan to demonstrate contiguousness of property from the preferred location to the District's T-Canal was to enter into leases with landowners along the Koda and Russell lifts; however, one landowner was concerned about the lease arrangement and requested the District pursue a title transfer instead. Azhderian noted in the long-run, that would be the best approach; however, with the end of the Net Energy Metering 2 tariff being only about 60 days away, there was not enough time to pursue the more permanent solution. So, as an expedient alternative, Azhderian said the District is proposing to lease lands in the San Joaquin River Improvement Project owned by the Panoche Drainage District and Firebaugh Canal Water District that connect from the preferred location to the Main Canal to satisfy the contiguous property requirement. The proposal was first brought to the Drainage District Board on January 17th at which time they directed staff to work with the Grassland Basin Authority to address concerns with the proposed lease. District staff met with the GBA Board on January 24th at which time the GBA Board directed its General Manager, Palmer McCoy, to work with the District to resolve any concerns. Azhderian reported the lease presented today is the result of that effort and GBA General Manager McCoy concurred. After consideration, on a motion by Director Correia, seconded by Director Callis, the Board authorized execution of the Lease.

The vote on the matter was as follows:

Ayes:	Barcellos, Correia, Fausone, Western, Callis
Nays:	None
Abstain:	None
Absent:	None

THE BOARD TO REVIEW AND CONSIDER AMENDING THE DISTRICT'S GROUNDWATER CONVEYANCE POLICY

General Manager Azhderian presented the District's Groundwater Conveyance Policy in response to the Board's previous request to review its water quality standards and consider the potential to restrict groundwater conveyance in light of the District potentially receiving adequate surface water supply from the Central Valley Project in the 2023-24 contract water year. After consideration, the Board elected to maintain the Policy as is. No further action was taken on the item.

THE BOARD TO REVIEW AND CONSIDER ADOPTING A 2023-24 FISCAL-YEAR BUDGET AND OPERATIONS & MAINTENANCE RATES

General Manager Azhderian presented the third-draft budget for the 2023-24 fiscal-year. He reviewed the proposed costs and the potential modification of the method to recover necessary Operations & Maintenance costs from a water based only rate to a mixed approach of both water and land-based rates. The Board considered eliminating its health insurance benefit and replacing it with a monthly stipend to help cover meeting attendance costs. They also considered storage planning and labor costs. With respect to the potential change in cost recovery, staff updated the Board on the potential Proposition 218 implications. Staff received direction from the Board and the matter was table for further consideration at the next meeting. No further action was taken on the item.

THE BOARD TO REVIEW AND CONSIDER APPROVING PAYMENT OF BILLS

General Manager Azhderian presented the Board with the District's accounts payable. After consideration, on a motion by Director Western, seconded by Director Correia, the Board approved payment of the bills as presented.

The vote on the matter was as follows:

Ayes: Barcellos, Correia, Fausone, Western, Callis
Nays: None
Abstain: None
Absent: None

FINANCIAL REPORTS

No reports were given.

REPORTS UNDER DISTRICT POLICIES

No report was given.

GENERAL MANAGER’S REPORT

No report was given.

REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(A)(3)

No reports were given.

FUTURE MEETING DATES

A special meeting of the Board was scheduled for 9:30 a.m. on March 1, 2023. The next regular meeting of the Board was scheduled for 9:30 a.m. on March 14, 2023.

ADJOURNMENT

With no further business on the agenda, President Barcellos adjourned the meeting at 12:00 p.m.

Aaron Barcellos, President

Steve Fausone, Secretary

**PANOCHÉ WATER DISTRICT MEETING MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
March 01, 2023, at 9:00 A.M.**

A meeting of the Board of Directors was held 52027 West Althea Ave., Firebaugh, CA 93622. Those present at the meeting were:

- Directors Present: Aaron Barcellos, President
Beau Correia, Vice-President
Steve Fausone, Secretary
Wayne Western, Director
Neill Callis, Director
- Directors Absent: None
- District Staff Present: Ara Azhderian, General Manager
- Others Present: Philip Williams, General Counsel
Palmer McCoy, Grassland Basin Authority

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

Pursuant to the Brown Act, President Barcellos announced that Directors do not receive compensation or a stipend for simultaneous or serial order meetings of Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

CALL TO ORDER

President Barcellos called the meeting to order at 9:04 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

A quorum of the Board and presence of the District’s Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

PANOCHÉ WATER & DRAINAGE DISTRICTS’ JOINT CLOSED SESSION

General Counsel Williams announced that the Panoche Water and Drainage Districts’ Boards would meet jointly in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (2) or (3).

At approximately 9:07 a.m., President Barcellos called the joint closed session to order.

At approximately 10:04 a.m., President Barcellos adjourned the joint closed session.

JOINT CLOSED SESSION REPORT

General Counsel Williams reported the Boards met jointly with legal counsel in closed session and no reportable action was taken.

CLOSED SESSION

General Counsel Williams announced that the Board would meet in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (1), (2), or (3); a conference with labor negotiators pursuant to Government Code Section 54957.6; and a conference with real property negotiators.

At approximately 10:09 a.m., President Barcellos called the closed session to order.

At approximately 11:13 a.m., President Barcellos adjourned the closed session.

CLOSED SESSION REPORT

General Counsel Williams reported the Board met in closed session with real property negotiators and authorized execution of water purchase agreements with the West Stanislaus Irrigation District and the East Side Canal & Irrigation Company. No other reportable action was taken.

THE BOARD TO REVIEW AND CONSIDER ADOPTING A RESOLUTION AMENDING THE PANOCHÉ WATER DISTRICT’S BY-LAWS TO PROVIDE FOR OFFICERS’ COMPENSATION

General Manager Azhderian presented the draft Resolution. He explained that in order to implement the Board’s direction to initiate a stipend in lieu of the health insurance benefits the Board previously received, it was necessary for the Board to amend the District’s Bylaws and consider naming two additional executive officers, a Tax Assessor and Tax Collector, as provided for by the existing Bylaws. Azhderian noted that with recent adoption of the 2021 Special Benefits Assessment and the prospective implementation of a land-based Operations & Maintenance rate, naming such officers was appropriate at this time. General Counsel Williams reviewed the applicable California Water Code sections and the proposed amendments in detail. After consideration, on a motion by Director Correia, seconded by Director Callis, the Board adopted the Resolution as presented and named Neill Callis the Tax Assessor and Wayne Western the Tax Collector.

The vote on the matter was as follows:

- Ayes: Barcellos, Correia, Fausone, Western, Callis
- Nays: None
- Abstain: None
- Absent: None

THE BOARD TO REVIEW AND CONSIDER ADOPTING A 2023-24 FISCAL-YEAR BUDGET AND OPERATIONS & MAINTENANCE RATES

General Manager Azhderian presented the fourth-draft budget for the 2023-24 fiscal-year. He reviewed the proposed costs and the potential modification of the method to recover necessary Operations & Maintenance costs from a water based only rate to a mixed approach of both water and land-based rates. The Board directed staff to reduce the legal budget to \$250,000, requested review of the projected fuel costs and revision if overstated, and suggested implementing a capital improvement fund in next year’s budget. With respect to the proposed mixed rate structure, the Board decided to

split Repair & Maintenance costs equally between water and land based rates. Azhderian said following adoption of the budget and approval of the proposed change in the necessary cost recovery method, the District would send landowners a letter informing them of the 45-day comment period culminating with a public hearing on April 18th, after which the Board would make its final decision. He also said the District would hold a growers’ workshop on March 28th to answer questions about the proposed changes and the Proposition 218 majority protest process. After consideration, on a motion by Director Callis, seconded by Director Fausone, the Board adopted the 2023-24 fiscal year budget as modified and approved distribution of the proposed rate modification, as modified.

The vote on the matter was as follows:

Ayes:	Barcellos, Correia, Fausone, Western, Callis
Nays:	None
Abstain:	None
Absent:	None

FUTURE MEETING DATES

A special meeting of the Board was scheduled for 9:30 a.m. on March 28, 2023. The next regular meeting of the Board was adjourned from 9:30 a.m. on April 11th to 9:30 a.m. on April 18, 2023.

ADJOURNMENT

With no further business on the agenda, President Barcellos adjourned the meeting at 12:00 p.m.

Aaron Barcellos, President

Steve Fausone, Secretary

PANOCHÉ WATER DISTRICT		
TREASURER'S MONTHLY FINANCIAL REPORT		
BALANCE SHEET-CURRENT ASSETS & LIABILITIES		
	<u>February 28, 2023</u>	<u>January 31, 2023</u>
<u>CURRENT LIABILITIES</u>		
ACCOUNTS PAYABLE	\$152,973	\$172,573
PREPAYMENTS/CREDIT ACCOUNTS	(\$236,353)	(\$297,500)
TOTAL CURRENT LIABILITIES	-\$83,380	-\$124,927
<u>CASH AND INVESTMENT ACCOUNTS</u>		
O&M CHECKING	\$191,704	\$438,159
PAYROLL CHECKING	\$23,848	\$9,508
CONTRACTUAL OBLIGATION FUND MONEY MARKET	\$760,413	\$1,041,436
LAIF	\$4,194,981	\$4,394,981
2021 REVENUE BONDS - LAIF RESTRICTED	\$1,181,119	\$1,181,119
TOTAL CASH AND INVESTMENTS	\$6,352,065	\$7,065,204
<u>ACCOUNTS RECEIVABLES</u>		
WATER	(\$292,196)	\$7,759
GROUNDWATER MANAGEMENT FEE	-	-
DELINQUENT ACCOUNT CHARGES	\$202,366	\$201,812
OTHER	\$8,032	\$7,876
GBA NOTE RECEIVABLE	\$0	\$17,092
PDD NOTE RECEIVABLE	\$0	\$12,065
CASH ADVANCE - PROP 84	\$2,310,000	\$2,310,000
TOTAL ACCOUNTS RECEIVABLES	\$2,228,202	\$2,556,604
TOTAL CURRENT UNAUDITED ASSETS	\$8,580,267	\$9,621,808
NET CURRENT UNAUDITED ASSETS (NET CASH POSITION)	\$8,663,648	\$9,746,735

General Ledger Detail Report
 Mar 14, 2023 - PWD Regular Board Meeting - PACKET
Summary Report for Period 01 Thru 12 Ending 2/28/2023




PANOCHÉ WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	142,411.21	26,224,840.59	26,175,547.34	49,293.25	191,704.46
13412-000					
MECHANIC PR#*****7895	28,911.18	1,692,255.45	1,697,319.09	5,063.64-	23,847.54
13465-000					
2021 REVENUE BONDS - LAIF	1,167,888.30	13,231.11	0.00	13,231.11	1,181,119.41
13470-000					
CONTRACTUAL OBLIGATION FUND #9745	346,609.19	1,342,640.38	928,836.50	413,803.88	760,413.07
13520-000					
LOCAL AGENCY INVESTMENT FD	3,973,256.98	6,821,723.81	6,600,000.00	221,723.81	4,194,980.79
Report Total:	5,659,076.86	36,094,691.34	35,401,702.93	692,988.41	6,352,065.27

RETURN SERVICE REQUESTED

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

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All loans and credit products subject to program eligibility, collateral, underwriting approval and credit approval. Offer is for new lines of credit and does not apply to renewing lines of credit. Subject to change or cancellation without notice. Offer is effective as of 3/17/2022 and subject to change or cancellation without notice. Prime Rate is defined as "the Prime Rate as published daily in the Money Rates section of the Wall Street Journal." For the current Prime Rate, talk to a banker or visit <https://www.wsj.com/market-data/bonds/moneyrates>.

WATCH OUT FOR SWEEPSTAKES/LOTTERY SCAMS

Criminals claim that you've won a lottery or sweepstakes (sometimes from a foreign country), but you need to pay a fee to access the winnings. **Learn how to spot this scam at www.MechanicsBank.com/Security.**




Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX8566	\$225,201.28

RETURN SERVICE REQUESTED

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

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APR

LIMITED TIME OFFER
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WATCH OUT FOR SWEEPSTAKES/LOTTERY SCAMS

Criminals claim that you've won a lottery or sweepstakes (sometimes from a foreign country), but you need to pay a fee to access the winnings. **Learn how to spot this scam at www.MechanicsBank.com/Security.**




Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX7895	\$23,853.62

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT
 CONTRACTUAL OBLIGATION FUND
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

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**BUSINESS LINE OF CREDIT
 UP TO \$100,000**

Prime +0%
APR

LIMITED TIME OFFER

www.MechanicsBank.com/GrowIt

All loans and credit products subject to program eligibility, collateral, underwriting approval and credit approval. Offer is for new lines of credit and does not apply to renewing lines of credit. Subject to change or cancellation without notice. Offer is effective as of 3/17/2022 and subject to change or cancellation without notice. Prime Rate is defined as "the Prime Rate as published daily in the Money Rates section of the Wall Street Journal." For the current Prime Rate, talk to a banker or visit <https://www.wsj.com/market-data/bonds/moneyrates>.

The "Per Check Charge" defined on your statement represents a \$15 charge for each check that exceeds the six check limitation on your account. Refer to Mechanics Bank's Account Agreement for additional information.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXXX9745	\$760,413.07

PANOCHÉ WATER DISTRICT
AGED ACCOUNTS RECEIVABLE - Delinquent
As Of 2/28/2023

Name	31-60 Days	61-90 Days	Over 90 Days	Total A/R
Brown, Lupe	-	-	2.53	2.53
Cecilia Echeveste Survivor's Trust	536.86	1,910.37	41,371.68	43,818.91
Imperial Merchants USA, LLC	3.53	3.53	263.39	270.45
Olam West Coast, Inc. (OSVI)	13.01	7.66	402.34	423.01
	553.40	1,921.56	42,039.94	44,514.90
<u>Other</u>				
Camp 13 Drainage District	-	-	57,050.97	57,050.97
Central California Irrigation District	-	-	71,456.33	71,456.33
Grassland Basin Authority	303.44	-	29,039.88	29,343.32
	303.44	-	157,547.18	157,850.62
Total Accounts - Delinquent	856.84	1,921.56	199,587.12	202,365.52

PANOCHÉ WATER DISTRICT RESOLUTION NO. 834-23

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT FOR THE EXCHANGE OF WATER BETWEEN EAST SIDE CANAL & IRRIGATION COMPANY, SAN LUIS CANAL COMPANY, AND PANOCHÉ WATER DISTRICT (THE “TRANSFER AGREEMENT”)

WHEREAS, the East Side Canal & Irrigation Company (“East Side”), San Luis Canal Company (“San Luis”), and Panoche Water District (“Panoche”) (collectively, the “Parties”) have negotiated terms for an agreement for the exchange and transfer of water as reflected in the Transfer Agreement; and

WHEREAS, the State Water Resources Control Board (the “State Water Board”) recently approved a change petition for a long-term transfer of up to 5,000 acre-feet of water per year from Stevenson Water District and East Side Canal & Irrigation Company to San Luis Canal Company (respectively, the “ESCC Transfer” and the “Transfer Order”); and

WHEREAS, in approving the Transfer Order, the State Water Board, as a responsible agency under the California Environmental Quality Act, considered the Notice of Exemption filed by the applicants finding the ESCC Transfer to be categorically exempt under the Class 1 exemption for existing facilities (Cal. Code Regs., tit. 14, § 15301), Class 4 exemption for minor alterations to land (Cal. Code Regs., tit 14, § 15304) and under the common sense exemption for activities that will not have a significant effect on the environment (Cal. Code Regs., tit. 14 § 15061, subd. (b)(3).); and

WHEREAS, the Transfer Agreement is substantially similar in terms of delivery of water and the amounts thereof to a previous ten-year agreement between the Parties that provided for the exchange and transfer of water from 2011 through 2020 (the “2011 Transfer Agreement”); and

WHEREAS, Panoche has reviewed the Transfer Agreement, the Transfer Order, and the provisions of CEQA and has considered whether any direct or indirect physical change to the environment will result from the Transfer Agreement, and has considered whether entering the Transfer Agreement may possibly have a significant effect on the environment.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.

2. Executing the Transfer Agreement is categorically exempt from CEQA through the “Existing Facilities” exemption (Section 15301), the “Minor Alterations” exemption (Section 15304), and the “Common Sense” exemption (Section 15061(b)(3).) Nor does the Transfer Agreement present unusual circumstances or create any effects or impacts specified in Title 14 f the California Code of Regulations, Section 15300.2.

3. The District shall prepare and file a Notice of Exemption as provided for in Title 14 of the California Code of Regulations, Section 15062 (c)(2).

4. The Board hereby authorizes and directs the General Manager of Panoche Water District to execute the Transfer Agreement and to negotiate any additional terms necessary or appropriate with the other Parties to carry out the intent of this Resolution and the Transfer Agreement.

5. The District’s officers, staff, and consultants are hereby authorized and directed to take all additional actions they deem necessary or appropriate to carry out the intent of this Resolution and the Transfer Agreement.

PASSED AND ADOPTED this 14th day of March 2023, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:
Nays:
Abstain:
Absent:

BACK

Aaron Barcellos, President

Attest: _____
Steve Fausone, Secretary

DRAFT

**CERTIFICATE OF SECRETARY
OF
PANOCHÉ WATER DISTRICT,
A California Water District**

I, Steve Fausone, do hereby certify that I am the duly authorized and appointed Secretary of the Panoche Water District, a California Water District (the “District”); that the foregoing is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 14th day of March 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this _____ day of March 2023.

Steve Fausone, Secretary

DRAFT

**WATER TRANSFER AGREEMENT BETWEEN
EAST SIDE CANAL & IRRIGATION COMPANY, PANOCHÉ WATER DISTRICT,
AND SAN LUIS CANAL COMPANY**

This Water Transfer Agreement (“Agreement”) is effective on April 1st, 2023, (the “Effective Date”) by and between East Side Canal & Irrigation Company (“ESCC”), Panoche Water District (“PWD” or “Purchaser”) and San Luis Canal Company (“SLCC”), collectively referred to as the “Parties.”

RECITALS

WHEREAS ESCC is a California Corporation formed and operating in accordance with California law and is authorized to transfer water as provided in this Agreement. ESCC holds appropriative water rights from streams that intersect the East Side Canal in various locations within Merced County. Water conservation projects completed by ESCC and Stevinson Water District (“SWD”) would provide one source of water transferred under this Agreement. Specifically, approximately 60,400 linear feet of open ditches within ESCC’s historic service area have been piped by ESCC/SWD and private landowners. These piping projects have eliminated seepage and evaporation losses in the open ditches, conserving an estimated 6,200 acre-feet of water annually (“AFA”). Prior to this lining project, that volume of water was lost to deep percolation.

WHEREAS PWD is a California Water District duly organized, existing and acting pursuant to California Water Code section 34000, *et seq.*, authorized to enter into contracts with other public agencies and private parties, including mutual water companies, to carry out its express and implied purposes, including acquiring and managing the water supply available to it for the benefit of its landowners and water users. PWD is entitled to receive water that it can beneficially use from the Central Valley Project (“CVP”) pursuant to that certain contract for Project water service, Contract No. 14-06-200-7864A-IR1-P (the “CVP Contract”), delivered through the Delta, but which is subject to shortages due to hydrological conditions and regulatory constraints in the Delta. Pursuant to its CVP Contract, PWD may enter transfers or exchanges to obtain additional supplies of CVP water for conveyance and storage with the consent of the Department of Interior, Bureau of Reclamation (“Reclamation”).

WHEREAS SLCC is a mutual water company, formed and operated under the laws of the State of California, authorized to enter contracts to manage the water supply available to it for the benefit of its shareholders. SLCC is entitled to receive water that it can beneficially use from the CVP pursuant to that certain Second Amended Contract for Exchange of Waters Contract Ilr-1144, entered into and administered by Reclamation, the allocation of which is coordinated through the San Joaquin River Exchange Contractors Water Authority (“SJRECWA”).

WHEREAS, section 5 of the Central Valley Project Improvement Act (Public Law 102-575, Section 3405) (the “CVPIA”) provides that districts which receive Central Valley Project water under water service or repayment contracts, water rights settlement

contracts, or exchange contracts are authorized to transfer a portion of the water subject to such contract to another California water agency for project purposes and subject, in part, to the condition that the water so transferred is limited to water that would have been consumptively used or irretrievably lost to beneficial during the year or years of the transfer in question.

WHEREAS, water delivered under this Agreement beyond the Point of Delivery, as defined herein, must be conveyed to SLCC via a canal located on private property under a separate agreement between SLCC and the property owner. PWD and ESCC are not parties to the conveyance agreement and do not retain rights or possess any authority related to the use of that canal. For the 2023 water year, however, ESC and SLCC have entered into a water conveyance agreement with the property owner which has secured the right to convey water on behalf of PWD. PWD acknowledges this Agreement is contingent upon SLCC successfully maintaining its ability to convey the water this Agreement contemplates. PWD also acknowledges that the terms and conditions of the conveyance agreement are limited to the 2023 water year ending December 31, 2023, and that ESC and SLCC cannot provide assurances this conveyance will be available in subsequent years. PWD, ESC, and SLCC will confer when warranted to consider future conveyance options, including alternative routes.

WHEREAS, on August 10, 2010, the PWD Board of Directors approved the execution of a long-term transfer agreement with terms substantially similar to those in this Agreement and delegated authority to the General Manager to continue to negotiate terms that were substantially similar to the long-term transfer agreement preceding before it. This Agreement is substantially similar to that previous long-term transfer agreement, except that the transfer of water under this Agreement shall occur from April 1, 2023 through December 31, 2026, unless otherwise amended. This Agreement therefore contemplates the same activity as that considered and approved by the PWD Board of Directors previously. Accordingly, on March 14, 2023, the PWD Board of Directors found that the transfer of water contemplated by this Agreement is categorically exempt from the California Environmental Quality Act (“CEQA”) under Public Resource Code sections 15301, 15304, and 15061 (b)(6), and is statutorily exempt from CEQA under Public Resource Code section 15261.

WHEREAS, on the terms and conditions set forth below, the Parties enter this Agreement for the purposes of facilitating a four-year water transfer program with a five-year option.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The above Recitals are true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall become effective as of April 1st, 2023, and shall remain in effect through December 31, 2026 (the “Term”); *provided*, however, that any yet-to-be-performed obligations under this Agreement shall survive the expiration of the term of this Agreement and shall be fully enforceable by any Party.

2.1 **Term Extension Negotiation.** 60 days prior to the expiration of the Term, the Parties shall engage in informal discussions to determine whether or not to extend the Term for an additional five (5) years or any other period, which the Parties may agree to in writing. Other than set forth in this section, no right of renewal or right to enter into extensions of this Agreement or to enter into any new water transfer agreement is expressly granted hereunder to any Party, nor may such a right be implied from the execution of this Agreement.

3. Water Transfer. Water transferred or otherwise made available by or to the Parties in accordance with this Agreement shall occur from April 1, 2023, through December 31, 2026.

3.1 **Transfer Water.** ESCC shall transfer of up to 5,000 acre-feet per year (“AFA”) of water to SLCC. Water transferred from ESCC in accordance with this Agreement will be delivered by gravity and through an existing siphon under the Eastside Bypass to a canal located on privately owned land and then to the SLCC service area (the “Transfer Water”). The point at which the existing siphon connects to said canal is referred to herein as the “Point of Delivery.” SLCC will beneficially use the Transfer Water for agricultural purposes within its boundaries.

3.2 **Exchange Water.** SLCC shall make an equivalent volume of CVP water available for exchange (“Exchange Water”) to PWD as was transferred to SLCC from ESCC in accordance with Paragraph 3.1. PWD shall take delivery of Exchange Water from the Delta-Mendota Canal, the San Luis Canal, or other mutually-agreed upon facility. The transfer of Exchange Water shall meet the consumptive use condition of the CVPIA.

3.3 **Limitations on Water Availability.** ESCC and SLCC retain the sole and absolute discretion to limit or make adjustments to the flow rate of delivery and/or volume of Transfer Water made available to the Purchaser and/or to the schedule to deliver Transfer Water, based upon the limitations described below. Such adjustments may be made on an annual basis or on a temporary/interim basis, as the case may be. If any of ESCC sources of water are potentially impacted as a result of the State Water Resources Control Board (the “SWRCB”) issuing a Notice of Unavailability or Notice of Curtailment that affects ESCC’S ability to divert water under its water rights, or if the

Merced Irrigation District reduces deliveries to SWD pursuant to Paragraph 6 of the Decree of the Superior Court, Merced County, No. 6179, entered February 11, 1930, ESCC may declare an inability to deliver any or all of the water contemplated in this Agreement. In such an event, all Parties are relieved from their obligations under this Agreement for that year; provided, however, that any obligations incurred in accordance with this Agreement prior to such event remain enforceable.

3.4 State Water Resources Control Board Approval. PWD recognizes the transfer of water from April 1, 2023 through December 31, 2026, is possible in part as a result of the SWRCB's approval for a 10-year long term change petition (the "Change Petition"). temporary change for the transfer of water under ESCC license 5940 (Application 5724) on March 2, 2023. This 10-year long term petition for change was approved retroactively to 2022. Additionally, if at any time during the term of this Agreement or subsequent agreements, the SWRCB revokes approval of any relevant change petition, issues regulations or takes action that restricts or prohibits ESCC's ability to transfer water, ESCC shall be excused of all further obligations under this Agreement subsequent to the SWRCB's adverse action.

3.5 Conveyance of Transfer Water. The Parties shall be excused of all obligations under this Agreement in the event ESCC cannot convey Transfer Water beyond the Point of Delivery.

3.6 Force Majeure. If the Parties are delayed or prevented from the performance of any act required hereunder by reasons of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States, the State of California or any political subdivision thereof, or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay but not beyond the end of the term of this Agreement; *provided*, however, that if the period of delay would otherwise obligate ESCC and SLCC to make water available after the end of any year, performance by ESCC and SLCC shall be excused and this Agreement as to that year shall not be further enforced as to Transfer Water not exchanged because of the force majeure event. Further, the Parties shall be excused of all obligations under this contract in the event Reclamation or any other agency with jurisdiction does not approve the transfer and exchange, or any private landowner as described above withholds the right to convey Transfer Water.

4. Payments for Exchange Water. For each acre-foot ("AF") of water transferred to SLCC and exchanged with PWD, PWD shall pay to ESCC the following price per AF, as indicated in the table below and as adjusted annually, based upon Reclamation's South of Delta CVP agricultural contract allocation ("SOD Ag Allocation") as of July 1st of each year during the Term of this Agreement.

ESCC SLIDING SCALE				
SOD Ag	WATER YEAR			
Allocation	2023	2024	2025	2026
0%	\$ 768.8	\$ 788.0	\$ 807.7	\$ 827.9
5%	\$ 768.8	\$ 788.0	\$ 807.7	\$ 827.9
10%	\$ 743.1	\$ 761.7	\$ 780.7	\$ 800.3
15%	\$ 717.5	\$ 735.4	\$ 753.8	\$ 772.7
20%	\$ 691.9	\$ 709.2	\$ 726.9	\$ 745.1
25%	\$ 666.3	\$ 682.9	\$ 700.0	\$ 717.5
30%	\$ 640.6	\$ 656.6	\$ 673.1	\$ 689.9
35%	\$ 615.0	\$ 630.4	\$ 646.1	\$ 662.3
40%	\$ 589.4	\$ 604.1	\$ 619.2	\$ 634.7
45%	\$ 563.8	\$ 577.8	\$ 592.3	\$ 607.1
50%	\$ 512.5	\$ 525.3	\$ 538.4	\$ 551.9
55%	\$ 512.5	\$ 525.3	\$ 538.4	\$ 551.9
60%	\$ 461.3	\$ 472.8	\$ 484.6	\$ 496.7
65%	\$ 410.0	\$ 420.3	\$ 430.8	\$ 441.5
70%	\$ 358.8	\$ 367.7	\$ 376.9	\$ 386.3
75%	\$ 333.1	\$ 341.5	\$ 350.0	\$ 358.7
80%	\$ 230.6	\$ 236.4	\$ 242.3	\$ 248.4
85%	\$ 230.6	\$ 236.4	\$ 242.3	\$ 248.4
90%	\$ 230.6	\$ 236.4	\$ 242.3	\$ 248.4
95%	\$ 230.6	\$ 236.4	\$ 242.3	\$ 248.4
100%	\$ 230.6	\$ 236.4	\$ 242.3	\$ 248.4

Additionally, PWD agrees to pay SLCC an exchange fee of \$95 per AF of water transferred to SLCC and exchanged with PWD (the “Exchange Fee”) in 2023, escalated by 3% each year for the remainder of the term. The Parties agree that the Exchange Fee may be subject to change; provided, however, that any such change to the Exchange Fee be mutually agreeable to PWD and SLCC and memorialized in writing. ESCC will invoice PWD directly on a month-after basis for the Exchange Water. Payment for each invoice shall be received no later than thirty (30) days after receipt of invoice. SLCC agrees to confer with PWD if the terms and conditions of any agreement between SLCC and private landowners affecting the ability to deliver water under this Agreement should change during the Term of this Agreement.

4.1 Notices and Payments. The Parties shall send all notices and payment checks to the addresses set forth in Section 20. ESCC shall invoice PWD for Transfer Water delivered at the Point of Delivery. SLCC shall invoice the Exchange Fee to PWD for Exchange Water based on the amount of Transfer Water delivered at the Point of Delivery. The invoicing shall be made in monthly installments commencing in the first month after ESCC makes Transfer Water available. PWD will pay the invoiced amounts to ESCC and SLCC within 30 days from the date of the invoices. Payments not made within the 30-day period shall accrue interest at the Contract Interest Rate (the rate of

interest paid monthly by the Local Agency Investment Fund, calculated from the date 30 days after the date of the invoice for the delinquent payment), compounded monthly.

4.2 Breach of Agreement. Notwithstanding any other provision of this Agreement, it is understood by PWD that once ESCC makes the Transfer Water available at the Point of Delivery under the terms of this Agreement, such water cannot be feasibly returned to ESCC, and therefore, in the event of failure to pay the amounts due in accordance with this Agreement, PWD hereby waives any claim, theory or defense based on the assertion that ESCC has any duty whatsoever to mitigate damages in the event of breach of this Agreement by PWD.

4.3 Availability of Transfer Water. ESCC shall use its best efforts to make Transfer Water available at the Point of Delivery. Failure by ESCC to make Transfer Water available at the Point of Delivery as provided for under this Agreement due to events beyond the control of ESCC will reduce PWD's obligation to make payments for Transfer Water on a per-acre-foot basis.

4.4 Payment for Transfer Water. Purchaser understands and agrees that ESCC is making Transfer Water available on a "take-or-pay" basis. Purchaser agrees to pay for the entire amount of Transfer Water whether or not Purchaser actually calls on any or all of said Transfer Water. However, to the extent ESCC makes less Transfer Water available than it is contractually obligated to under this Agreement, Purchaser shall only be responsible to pay for Transfer Water actually made available in that year. Absent notification by ESCC that it is limiting or reducing the amount of Transfer Water available in any year, Purchaser shall be responsible for ordering and paying for the entire amount of Transfer Water under this Agreement.

5. Conditions Precedent, Regulatory and Related Costs. ESCC, SLCC, and PWD agree to work together cooperatively and in good faith to secure any other required approvals by local, state, or federal agencies with jurisdiction over the Water Transfer.

6. Water Rights Not Affected. Consistent with the provisions of California Water Code sections 109, 475, 1011, 1244, and 11961, nothing in this Agreement confers 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 ESCC or SWD to their full deliveries of water after the expiration of the Agreement, and this Agreement shall in no way prejudice any of ESCC's rights thereto. The Parties agree that the Water Transfer is considered a beneficial use of water under California law.

7. Water Transferred, Delivery Conditions, and Point of Delivery. ESCC warrants that the quality of the water transferred hereunder is sufficient to support agricultural beneficial uses. The Transfer Water quality to SLCC shall not exceed 450 parts per million of total dissolved solids. ESCC shall be responsible to obtain all necessary environmental and permit approvals for the delivery of water to SLCC as contemplated in this Agreement, subject, however, to the force majeure provisions

above. PWD shall be responsible to obtain all necessary and permit approvals for the exchange of water from SLCC to PWD.

7.1 Approval and Coordination. As soon as practicable, PWD shall submit to SLCC for approval by SLCC its requested schedule and the method preferred for delivery. SLCC shall review such schedule and work in good faith with PWD on a final estimated delivery schedule through December 31st, 2023. The Parties acknowledge and agree that for water delivered through the Outside Canal, they will coordinate with and obtain the approval of Central California Irrigation District (“CCID”); for deliveries from San Luis Reservoir, they will coordinate with and obtain the approval of Reclamation and, as appropriate, of Department of Water Resources (“DWR”). The Parties further agree that in the event changes to an agreed schedule are imposed by CCID, Reclamation or Department of Water Resources, the Parties shall utilize their best efforts to agree upon a revised schedule to assure that the water is delivered from any available Point of Delivery.

7.2 Delivery Schedule. Delivery shall be a continuous flow of between 20 and 40 cubic feet per second as mutually agreed to by ESCC and SLCC during the months of May, June, July, August, and September. This delivery schedule and delivery amount is subject to existing capacity limitations and any future limitations including but not limited to subsidence restraints. The Parties may, by mutual agreement, modify the delivery schedule. SLCC shall provide ESCC with 72 hours’ notice of the start of deliveries and shall also provide 72 hours’ notice of the cessation of deliveries. Notice required by this section shall be communicated by telephone or email. A 5% loss factor shall be applied to all water delivered to and exchanged by SLCC.

7.3 Measurement Station. The measurement station, upon which the water will be delivered and measured for billing purposes as well as daily operations, will be located at the head of what is commonly referred to as the “rubber ditch” and (coordinates 37.12’1.84 N, -120.41’40.60 W) via a SCADA measuring system owned and maintained by SLCC. SLCC agrees to provide measurement information in a timely manner.

8. Joint Indemnity. Except as specifically provided for herein, each Party agrees to indemnify and hold harmless the other Parties, their directors, officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands and causes of action of every kind and character, without limitation by enumeration, occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or nonperformance by the indemnifying Party hereunder.

9. Obligations Prior to Termination. Notwithstanding any other provision in this Agreement, the obligations of the Parties incurred pursuant to this Agreement prior to the termination of this Agreement, including without limitation, the obligation to make payments for Transfer and Exchange Water and to make refunds as required, shall survive its termination.

10. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

11. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of California.

12. Modifications. This Agreement can only be modified by a written instrument executed by all Parties.

13. Entire Agreement. This Agreement contains the entire understanding of the Parties related to their interests, obligations, and rights in connection with the subject matter set forth herein. All prior communications, negotiations, stipulations, and understandings, whether oral or written, are of no force or effect, and are superseded, except as referenced herein.

14. No Third-Party Beneficiary. The Parties to this Agreement do not intend to create any third-party beneficiaries to this Agreement, and expressly deny the creation of any third-party beneficiary rights hereunder toward any person or entity.

15. Time of the Essence. Time is of the essence in the performance of each and every term of this Agreement.

16. Waiver. The waiver or failure to declare a breach as a result of the violation of any term of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel, forgiveness or waiver by any Party to that term or condition.

17. Attorneys' Fees. If it becomes necessary for any Party hereto to commence legal action or arbitration to enforce the terms and provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, expenses and costs incurred therein. The expenses and costs incurred shall include, without limitation to other reasonable expenses and costs, the costs of any experts employed in either the preparation or presentation of any evidence in such proceedings.

18. Caption. The section and subsection captions in this Agreement are for convenience only and shall not be used in construing the Agreement.

19. Additional Documents. Each Party agrees to make, execute, and deliver any and all documents and to join in any application or other action reasonably required to implement this Agreement.

20. Counterparts: Facsimile Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except for having an additional signature page executed by any other party. Each Party

agrees that each other Party may rely upon the facsimile signature of any party on this Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement as fully as if this Agreement contained the original ink signature of the Party supplying a facsimile signature.

21. Notice. Any and all communications and/or notices in connection with this Agreement shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

East Side Canal & Irrigation Company
P.O. Box 818
Newman, CA 95360
Attn.: Robert Kelley, Jr.
Phone: (209) 634-4908 Email: rdk@jjsranch.com

San Luis Canal Company
11704 W. Henry Miller Ave.
Dos Palos, CA 95320
Attn: John Wiersma
Phone: (209) 826-5112 Email: jwiersma@hmrdrd.net

Panoche Water District
52027 W. Althea
Firebaugh, CA 93622
Attn: Ara Azhderian
Phone: (209) 364-6136 Email: aazhderian@panochewd.org

22. Authority to Enter Agreement. The undersigned Party representatives all have secured the authority necessary to enter this Agreement on behalf of their respective Party.

(Balance of this page intentionally left blank - Signature Page to follow.)

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

EAST SIDE CANAL & IRRIGATION COMPANY

By: _____

Title

SAN LUIS CANAL COMPANY

By: _____

Title

PANOCHÉ WATER DISTRICT

By: _____

Title

BACK



PANOCHÉ WATER DISTRICT

52027 West Althea Ave., Firebaugh, CA 93622 – (209) 364-6136 – panochewd.specialdistrict.org

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) entered into on February 1, 2023 (“Effective Date”), by and between Linneman James E Trustee hereinafter referred to as “Lessor”, and Panoche Water District, hereinafter referred to as “Lessee”, referred to collectively as “Parties”.

IT IS AGREED between the Parties hereto as follows:

1) **Description of Land:** Lessor does hereby lease to Lessee and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, that certain tract of land containing approximately 83.00 acres located in Merced County, described as Assessor Parcel Number(s) (“APN”) 090-150-002 (“Parcel”), and more particularly the water conveyance facilities situated thereon, as illustrated in Exhibit A (“Premises”).

2) **Term:** The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years (“Term”), with an option to extend the term by mutual agreement of the Parties.

3) **Rent:** Lessee promises and agrees to pay as rental of all the aforesaid Premises, the sum of Four Thousand, Eight Hundred Dollars (\$4,800.00) per year. The lease rate shall be increased by 1.50% per year starting with the first anniversary of the commencement of the lease. The entire amount first year amount is due and payable by Lessee directly to Lessor upon execution and thereafter on or before February 1st of each year during the Term. Lessee shall reimburse Lessor for Fresno County property taxes and the Panoche Drainage District’s Drainage Service Fees associated with the Premises within thirty days (30) of receipt of invoice and supporting documentation from Lessor.

4) **Care of Premises:** Lessee promises and agrees to keep said Premises, conveyance facilities, pumping stations, and appurtenances, now located or hereafter placed thereon, in good condition and repair. In this connection, Lessee promises and agrees to furnish all tools, materials, equipment, and labor necessary for said care.

5) **Power Costs:** Lessee promises and agrees to pay all costs of power, fuel, or other utilities used by Lessee upon said Premises during the Term, as and when said charges shall fall due.

6) **Reservation of Rights:** Notwithstanding the foregoing, Lessor expressly reserves all rights, privileges, obligations, and liabilities associated with all the above listed APNs except: Lessee shall construct, operate and maintain a solar project on the Premises situated on approximately 6 acres in the north-western corner of Assessor’s Parcel Number 004-120-22S, as illustrated in Exhibit A. At all times during the Term, Lessor expressly reserves the right and privilege of going upon the Premises for the purpose of ingress, egress, or inspection.

7) **Insurance:** Lessee promises and agrees, upon the execution hereof and at its sole expense, to obtain and to keep in full force and effect during the Term (or any extensions thereof), policies of insurance adequately protecting and indemnifying said Lessor from any claims or actions arising by reason of injuries to persons or property sustained upon or arising out of the use of the Premises during the Term, and further, to hold Lessor fully harmless with reference to any such claims or actions.

8) **Default:** Should default be made in the payment of any of the portions of the rent when due, or in the keeping of any of the covenants or agreements herein stated to be kept and performed by the Lessee, then Lessor shall have all remedies permitted by California law resulting from any breach thereof. Any and all remedies herein or by law provided in the event of default on the part of Lessee shall be cumulative and not exclusive of any other remedies exercised by Lessor. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent term, covenant or condition herein contained.

9) **Quiet Enjoyment:** The Lessor does hereby covenant and agree that the Lessee paying the rent and performing the covenants and agreements aforesaid, shall and may at all times during the Term peaceably and quietly have, hold and enjoy the said Premises, without any manner of suit or hindrance of or from the Lessor or any other person or persons under the control of the Lessor.

10) **Others Bound:** It is further agreed that all the terms and provisions of this Agreement shall extend to and include the heirs, executors, administrators, and assigns of the respective Parties hereto. Lessor shall provide this Agreement to any such heirs, executors, administrators, or assigns. The Parties agree to record a Memorandum of Agreement regarding this Agreement with Fresno County, at the sole cost of the Lessee.

11) **Attorney's Fees:** Should it be necessary to file any suit or suits to enforce any provision or covenant of this Agreement, then the prevailing party shall, in addition to any other remedies or relief, be entitled to reasonable attorney's fees and costs, as fixed by the court.

12) **Entire Agreement:** This Agreement contains all the terms and conditions made between the Parties to this Agreement, and the same shall not be modified orally or in any other manner than by agreement in writing signed by all the Parties or their respective representatives or successors in interest.

13) **Warranty:** The undersigned warrant that they have authority to bind their respective party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms and conditions set above:

LESSOR

Signature: _____

Date: _____

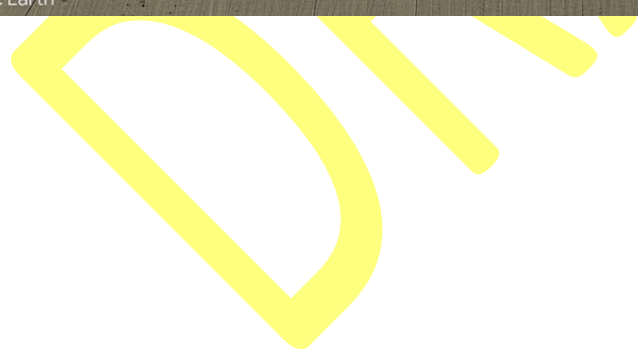
LESSEE

Signature: _____

Date: _____

Ara Azhderian, General Manager

EXHIBIT A



BACK

PANOCHÉ WATER DISTRICT

52027 West Althea Ave., Firebaugh, CA 93622 – (209) 364-6136 – panochewd.specialdistrict.org



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 14
GENERAL MANAGER COMPENSATION

DATE: MARCH 14, 2023

CC: MARLENE BRAZIL, ACCOUNTING SUPERVISOR

Recommendation: The Board approve a 10% increase in the General Manager’s compensation.

Background: As part of its 2023-24 fiscal-year budget preparation, the Board has considered potential adjustments in the compensation of all District employees. At its March 1, 2023, special meeting, the Board adopted the 2023-24 fiscal-year budget, which includes funding sufficient to implement the overall salary recommendations. The compensation of a “local agency executive”, i.e. the General Manager, cannot be considered during a special meeting [Gov. Code section 54956 (b)]. In order to implement the recommended increase in the General Manager’s compensation, the Board must take action in open session during a regularly scheduled meeting. The last increase of the General Manager’s compensation was in April 2018.

BACK

PANOCHÉ WATER DISTRICT

52027 West Althea Ave., Firebaugh, CA 93622 – (209) 364-6136 – panochewd.specialdistrict.org



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 15
FYE2024 BUDGET AMENDMENTS

DATE: MARCH 14, 2023

CC: JUAN CADENA, WATER RESOURCES MANAGER

Recommendation: The Board approve the proposed amendments to the FYE 2024 budget.

Background: On March 1, 2023, the Board adopted the fiscal-year ending 2024 budget that included Central Valley Project and supplemental water costs based upon the operation and maintenance rates then established by the San Luis & Delta-Mendota Water Authority for the Delta-Mendota and San Luis canals. Subsequently, on March 9th, the Water Authority revised its operations and maintenance rates to reflect Reclamation's current 35% allocation of CVP water. This change results in a reduction to the DMC delivery cost of \$5.93 per acre-foot and to the SLC delivery cost of \$40.85 per acre-foot. Following the Authority's action, staff has updated the District's CVP and supplemental water expenses and revenues as presented in the proposed budget amendment. The reduction in the Authority's operations and maintenance rates translates into a reduction in the District's water supply costs of \$38 per acre-foot for CVP water and \$35 per acre-foot for supplemental supplies. It is possible the Water Authority will again revise rates later in the year if Reclamation further increases the CVP allocation and forecasted demands support a further reduction.



San Luis & Delta-Mendota Water Authority

Proposed Revision WY23 O&M Rates

Using Member Projection of WY23 Deliveries, based on 35% Ag Allocation

FAC 03.06.23/BOD 03.09.23

	<u>WY 2023 Rate</u> 3/1/23-2/28/24 <u>Revised</u> WY2023	<u>WY 2023 Rate</u> 3/1/23-2/28/24 <u>Current</u> WY2023	Variance
WATER SUPPLY			
Irrigation	35%	10%	25%
M&I	75%	60%	15%
Refuge	100%	100%	0%
Exchange/Water Rights	100%	100%	0%
RATES			
Upper DMC	\$15.91	\$21.17	(\$5.26)
Upper DMC - Exchange/Wtr Rts	\$15.21	\$20.36	(\$5.15)
Lower DMC/Pool	\$18.34	\$24.27	(\$5.93)
Lower DMC/Pool - Exchange/Wtr Rts	\$17.64	\$23.46	(\$5.82)
San Felipe	\$21.42	\$32.02	(\$10.60)
SLC Above Dos Amigos	\$38.63	\$67.26	(\$28.63)
SLC Below Dos Amigos	\$50.30	\$91.15	(\$40.85)
Volta Wells	\$29.14	\$29.14	\$0.00
San Luis Drain	\$0.36	\$0.76	(\$0.40)

PANOCHÉ WATER DISTRICT						
BUDGET (March 1, 2023 - February 28, 2024)						
<u>BOD Adopted Mar. 1, 2023</u>	Proposed Budget 2023-2024	Budget 2022-2023	2022-2023 Actual - Jan 31	Proposed Change	Δ	
Operating Revenues						
1	Supplemental Water	\$ 8,625,643	\$ 10,362,366	\$ 9,338,121	\$ (1,736,723)	-17%
2	Operation & Maintenance	\$ 5,784,364	\$ 5,861,058	\$ 4,326,461	\$ (76,694)	-1%
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,303,892	\$ 1,509,263	\$ 1,371,976	\$ (205,371)	-14%
4	Labor Reimbursements	\$ 350,079	\$ 583,740	\$ 182,485	\$ (233,661)	-40%
5	Other Revenue	\$ 125,416	\$ 250,000	\$ 514,901	\$ (124,584)	-50%
6	Reimbursed Expenses	\$ 340,000	\$ 200,000	\$ 349,476	\$ 140,000	70%
7	Domestic Water Treatment Plant	\$ 174,000	\$ 140,000	\$ 129,184	\$ 34,000	24%
8	Sustainable Groundwater Management ¹	\$ 4,852	\$ 46,497	\$ 46,726	\$ (41,645)	-90%
9	CVP AG Water Contract (35%)	\$ 3,237,300	\$ -	\$ 159,600	\$ 3,237,300	
Total Revenue		\$ 19,945,546	\$ 18,952,924	\$ 16,418,930	\$ 992,621	5%
Operating Expenses						
Water Costs						
10	Supplemental Water	\$ 8,625,643	\$ 10,362,366	\$ 8,672,172	\$ (1,736,723)	-17%
11	Planning & Engineering	\$ 57,000	\$ 52,000	\$ 74,423	\$ 5,000	10%
12	Los Vaqueros Expansion	\$ 224,500	\$ 98,000	\$ 97,640	\$ 126,500	129%
13	BF Sisk Expansion	\$ 366,500	\$ -	\$ 51,998	\$ 366,500	
14	Central Delta-Mendota Region SGMA ¹	\$ 4,852	\$ 46,497	\$ 14,893	\$ (41,645)	-90%
15	CVP AG Water Contract (35%)	\$ 3,237,300	\$ -	\$ 76,918	\$ 3,237,300	
		\$ 12,515,795	\$ 10,558,863	\$ 8,988,044	\$ 1,956,932	19%
Administration						
16	2021 CVP Bond Payment	\$ 929,978	\$ 928,866	\$ 930,566	\$ 1,112	0%
17	Legal Costs	\$ 250,000	\$ 600,000	\$ 189,425	\$ (350,000)	-58%
18	2021 CVP Bond Assessment Refund	\$ -	\$ 580,397	\$ -	\$ (580,397)	
19	Salaries and Wages	\$ 686,975	\$ 569,425	\$ 491,866	\$ 117,550	21%
20	Employees' Benefits	\$ 198,151	\$ 202,961	\$ 173,325	\$ (4,810)	-2%
21	SLDMWA Activity Agreements	\$ 106,863	\$ 186,146	\$ 178,220	\$ (79,283)	-43%
22	SLDMWA DHCCP Bond Payment	\$ 148,592	\$ 148,592	\$ 44,876	\$ -	0%
23	Directors' Benefits	\$ 36,000	\$ 138,352	\$ 74,519	\$ (102,352)	-74%
24	Insurance Costs	\$ 95,000	\$ 127,750	\$ 90,889	\$ (32,750)	-26%
25	SWRCB Water Rights Fee	\$ 125,000	\$ 125,000	\$ 124,262	\$ -	0%
26	Other Supplies & Services	\$ 106,500	\$ 105,000	\$ 111,034	\$ 1,500	1%
27	Payroll Burden	\$ 85,268	\$ 68,642	\$ 79,353	\$ 16,626	24%
28	Professional Services	\$ 78,000	\$ 60,000	\$ 79,613	\$ 18,000	30%
29	Annual Audits	\$ 40,000	\$ 50,000	\$ 47,650	\$ (10,000)	-20%
30	Communications, IT, and Software	\$ 45,000	\$ 45,000	\$ 42,751	\$ -	0%
31	Conferences and Training Costs	\$ 45,000	\$ 45,000	\$ 31,967	\$ -	0%
32	Utilities	\$ 45,000	\$ 30,000	\$ 39,137	\$ 15,000	50%
		\$ 3,021,328	\$ 4,011,132	\$ 2,729,453	\$ (989,804)	-25%

BOD Adopted Mar. 1, 2023		Proposed Budget 2023-2024	Budget 2022-2023	2022-2023 Actual - Dec 31	Proposed Change	Δ
Operations & Maintenance						
33	Energy Costs	\$ 1,795,500	\$ 1,440,000	\$ 1,378,543	\$ 355,500	25%
34	Salaries and Wages	\$ 915,001	\$ 1,258,610	\$ 737,799	\$ (343,609)	-27%
35	Employees' Benefits	\$ 325,888	\$ 431,839	\$ 259,988	\$ (105,951)	-25%
36	Pumps & Structures Repairs	\$ 241,000	\$ 250,000	\$ 266,427	\$ (9,000)	-4%
37	Payroll Burden	\$ 153,734	\$ 197,481	\$ 119,030	\$ (43,747)	-22%
38	Reimbursable Expenses	\$ 340,000	\$ 200,000	\$ 148,507	\$ 140,000	70%
39	Weed Control	\$ 111,000	\$ 170,000	\$ 104,914	\$ (59,000)	-35%
40	Domestic Water Treatment Plant	\$ 174,000	\$ 140,000	\$ 154,494	\$ 34,000	24%
41	Fuel & Oil costs	\$ 145,000	\$ 90,000	\$ 205,683	\$ 55,000	61%
42	Capital Cost - Depreciation	\$ -	\$ 75,000	\$ -	\$ (75,000)	-100%
43	Equipment Repair & Maintenance	\$ 100,000	\$ 50,000	\$ 64,763	\$ 50,000	100%
44	Vehicle repairs & Maintenance	\$ 40,000	\$ 45,000	\$ 33,503	\$ (5,000)	-11%
45	Buildings Repairs & Maintenance	\$ 50,000	\$ 20,000	\$ 34,597	\$ 30,000	150%
46	Laboratory - Water Testing	\$ 17,300	\$ 15,000	\$ 16,471	\$ 2,300	15%
		\$ 4,408,423	\$ 4,382,929	\$ 3,524,719	\$ 25,493	1%
Total Expenses		\$ 19,945,546	\$ 18,952,924	\$ 15,242,216	\$ 992,621	5%
Net Revenue/(Deficit)		0	(0)			
Operations & Maintenance Rate ²		\$ 160.68	\$ 182.30			
¹ SGMA Costs historically billed on an pro-rata acreage basis; costs include SLDMWA and CDMGSA JPA ² FYE 2023 assumes 32,150 acre-feet of deliveries, FYE 2024 assume 36,000						

**Panoche Water District
 WY 2023-24 Total Water Deliveries
 Scenario 3 - Non Critical Year
 Based on 35% USBR Allocation (Tentatively)**

District Water	Allocation	AF/Cost	Water Cost
Rescheduled Water (WY 22-23)	1,300	\$ 551	\$ 716,300
Transfer 1 Rescheduled	361	\$ 413	\$ 149,093
USBR CVP WY 2023-24 35% Allocation	32,700	\$ 99	\$ 3,237,300
Transfer 2	3,000	\$ 443	\$ 1,329,000
Transfer 3	4,750	\$ 795	\$ 3,776,250
Transfer 7	500	\$ -	\$ -
Transfer 10	7,500	\$ 354	\$ 2,655,000
Accretions / Gains WY 2023-24	1,100	\$ -	\$ -
Subtotal	51,211	\$ 232	\$ 11,862,943
Acre-feet per Acre	1.34		

Grower Water	Allocation	AF/Cost	Water Cost
Rescheduled Water on Grower's Books	7,000	\$ 532	\$ 3,724,000
PWD Grower Wells for Credit	4,000	\$ -	\$ -
Grower Transfers In	3,000	\$ 27	\$ 81,000
Transfer 9	3,000	\$ 527	\$ 1,581,000
Subtotal	17,000		

Total	68,211		
Acre-feet per Acre	1.78		

USBR CVP 35% Allocation	32,700	\$ 99	.85 AF/AC
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Supplemental Water Allocation	18,511	\$ 466	.48 AF/AC
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BACK



PANOCHÉ WATER DISTRICT

Emergency Action and Evacuation Plan

52027 West Althea Ave., Firebaugh, CA 93622

(209) 364-6136

March 2023

Panoche Water District	Emergency Action and Evacuation Plan	Reviewed: 3/2023
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In compliance with:
California Code of Regulations
Title 8, Section 3220

This Emergency Action and Evacuation Plan will be reviewed annually in: **March**

Introduction

An Emergency Action and Evacuation Plan (herein referred to as an EAP) covers designated actions employers and employees must take to ensure employee safety from emergencies. [Cal/OSHA regulations](#) require employers to establish, implement, and maintain an EAP. The program must be in writing and include the following elements:

- The preferred means of reporting fires and other emergencies
- A system to alert and notify employees of an emergency
- Evacuation types, procedures and emergency escape routes
- Procedures for employees who remain to operate critical plant operations before they evacuate
- A procedure to account for all employees after an emergency evacuation is completed
- Rescue and medical duties for those employees who are able to perform them
- Names or regular job titles of persons or Districts who can be contacted for further information or explanation of duties under the plan

District Contact Information

This EAP has been prepared for Panoche Water District. The plan is intended to comply with California Code of Regulations, Title 8, Section 3220.

Panoche Water District

(Office Name)

52027 West Althea Avenue, Firebaugh, California 93622

(Office Location)

209-364-6136

(Phone)

Ara Azhderian

(General Manager)

209-364-6136

(Phone)

aazhderian@panochewd.org

(email)

Lorena Chagoya

(Primary Designated Safety Contact - Ethics & Compliance Officer)

209-752-4734

(Phone)

lochagoya@panochewd.org

(email)

Chris Carlucci

(Alternate Designated Safety Contact – Maintenance Manager)

209-509-9951

ccarlucci@panochewd.org

Juan Cadena

(Alternate Designated Safety Contact – Water Resources Manager)

559-474-0541

(Phone)

icadena@panochewd.org

(email)

Emergency Contact Information

Emergency Contact Numbers	Emergency	Non-Emergency
<u>Los Banos</u>		
Fire Department Station	911	(209) 827-7020
Fire Department Station II		(209) 827-7025
Medical Assistance	911	(209) 826-0591
Police Department	911	(209) 827-7070
Ambulance	911	
<u>Dos Palos</u>		
Fire Department Station 76	911	(209) 392-2081
Police Department	911	(209) 392-2176
Ambulance	911	
<u>Firebaugh</u>		
Fire Department	911	(559) 659-2061
Police Department	911	(559) 659-3051
Ambulance	911	
<u>Sheriff's Department</u>		
Merced County		(209) 385-7445
Fresno County		(559) 600-3111
<u>California Highway Patrol</u>		
Fresno County		(559) 705-2200 (559) 277-7250
Los Banos (Merced County)		(209) 826-3811
Poison Control		
1-800-222-1222		
Pacific, Gas and Electric Company (PG&E)		
1-800-743-5000		

Emergency Protocols-Alert and Notification

Reporting Emergencies

In the event of an emergency, employees should contact **9-1-1** from a landline or a cell phone. Management should be notified as soon as possible that 9-1-1 has been called.

You should call 9-1-1

- In the event of a medical emergency
- To report all fire incidents, ***even if the fire is extinguished***
- To report criminal or suspicious behavior
- If you are in doubt about the seriousness of a situation, such as any possible situation that you believe may be serious and that may result in injury, death, loss of property, apprehension of a suspected criminal, or prevention of a crime that is about to occur.

Provide the following information

- Where you are
- The address or location of the event
- Nature of emergency

Alert and Notification of Employees

The District has a variety of ways to alert employees, contractors, and visitors to emergencies and provide direction. These may include:

- Audible alarms
- Visual alarms/signals
- Verbal notification
- Alert system _____
- Social media _____

The District itself will use the following methods to provide alerts and notifications to its employees, contractors, and visitors:

Primary Method: Verbal notification

Additional notifications:

- For All Evacuations: Saying “Evacuate the building!”
- For Earthquakes: Saying “Earthquake, take shelter!”
- Use land line or cell phone to call employees on their mobile phones.
- Use land line or cell phone to call visitors/contractors using the Visitor’s Log Contact Information sheet.

Emergency Protocols-Evacuation

Evacuation Procedures and Routes

Many incidents (e.g. building fire, police response) could require the evacuation of all or part of buildings. All employees must evacuate the building when notified to do so. The type of evacuation or protective measure may be specified as part of the notification.

Evacuation Types

- **Evacuation:** Evacuation of the total building or partial building evacuation due to conditions making it no longer safe to remain inside a building or a specific area in a building. This level of evacuation requires occupants to move out and away from the building being evacuated.
- **Controlled Evacuation:** Controlled evacuation is total building or partial building evacuation due to safety conditions or an armed intruder making it no longer safe to remain inside a building or specific area in a building. This level of evacuation requires occupants to move out and away from the building once notified.
- **Shelter-in-Place:** Shelter-in-place means selecting a small interior room, with no or few windows, and taking refuge there; it does not mean sealing off your entire office. Shelter-in-place is used in emergency situations where hazardous materials have been released into the atmosphere or in emergencies related to civil unrest or violent demonstrations.
- **Lock Down:** Lockdown is the temporary sheltering technique utilized to limit exposure to an armed intruder or similar incident. When alerted, occupants of a building within the area of concern will lock all doors and windows, not allowing entry or exit to anyone until the all-clear has been sounded. If you are in a ground floor office or common area, take precautions and move away from glass windows or doors and seek shelter in a locked room of office.

Prior to Exiting

After being notified to evacuate, stop all work activities and evacuate immediately. Securely close exit doors behind you. Remember that you may not be allowed back into your office or the building for an extended time.

Evacuation Routes/Exiting the Building

During an emergency evacuation, use the nearest door or stairway if available. Each employee needs to be aware of at least two exit routes in their main building in the event one is compromised.

Persons involved with developing the EAP need to address how to evacuate employees and visitors with special needs that are unable to evacuate on their own. Training and any equipment will be provided to assist in the evacuation of individuals who need

assistance during an emergency. This is not always easy to do. People using wheelchairs or those with other visible disabilities come to mind immediately. However, others may require assistance, but may not appear to have a disability or people who may not even realize they need assistance. Many employees do not think they will require assistance, but may have a condition like asthma, heart disease, or pregnancy which can reduce stamina to the point of needing help in an actual emergency.

Assembly Areas

After exiting the building, all employees, contractors, and visitors should follow the evacuation route to the pre-arranged assembly area.

The Ethics & Compliance Officer (ECO) will assign an Area Supervisor or Designated Personnel as the Assembly Area Manager to each evacuation location. List all buildings in which the Assembly Area Managers are assigned space and the corresponding assembly areas.

Building Name:	Meeting Locations:	Assembly Area Manager:
Water Treatment Plant	1: Althea Ave.	Water Resources Manager or Designee
	2: Behind tanks, yard area by canal	Water Resources Manager or Designee
Main Office	1: Front parking lot	Accounting Supervisor or Designee
	2: Yard area, side of trailer	ECO or Designee
Supply Room Trailer	1: Yard Area, side of trailer	ECO or Designee
	2: Yard area, behind main office	Chemical Applications Manager or Designee
(Same Meeting Locations)		
Old O&M Shop	1: Yard area, behind of main office	Chemical Applications Manager or Designee
Welding Shop		
	2: Yard area, side of trailer	ECO or Designee
Meter Shop & Records Room	1: Yard area, behind of main office	Chemical Applications Manager or Designee
	2: Yard area, at rolling gate	Maintenance Manager or Designee

New O&M Shop	1: Yard area at rolling gate	Maintenance Manager or Designee
	2: Bone yard area	Maintenance Manager or Designee

All employees should stay within your respective group at the Assembly Area. No one should leave the area until notified by the First Responders, Assembly Area Manager/Designee, or Designated Safety Contact (DSC).

Assigned Job Responsibilities

Assembly Area Manager Duties

It is recommended that the senior employee or their designee acts as the Assembly Area Manager. The Assembly Area Manager should be responsible for taking roll call and therefore it is imperative that *before* an emergency the ECO and Assembly Area Manager work together to ensure an updated employee roll call sheet is available and accessible at the time of the emergency. Ideally, the person responsible for roll call will take a personnel list (use attached form or alternate) before leaving the building. The Assembly Area Manager should report any injuries in need of immediate care to First Responders. Any other minor injuries should be documented and reported to the ECO at 209-752-4734.

Assembly Area Managers are responsible for sharing information as it becomes available to the evacuated persons. The Assembly Area Manager *should not leave* the assembly area; therefore, it is suggested the Assembly Area Manager assign a liaison to the First Responders.

Responder Liaison Duties

The Responder Liaison ensures important communication and information exchange between the First and Second Responders (e.g. Fire, Police, Facilities), and the Area Assembly Manager. The Responder Liaison (who may be the DSC, if present) is responsible for informing the on-scene Incident Commander of the status of District employees and visitors. Responder Liaisons should be prepared to provide the following information (if known):

- Nature of the emergency (e.g. fire)
- Location of the emergency
- Number of persons trapped
- Number of persons hurt
- Number of persons unaccounted for

After a major incident, building occupants may not re-enter buildings until cleared by a first responder or management official.

Procedures for Employees Who Remain to Operate Critical Operations

Safety is a top priority and there are no critical operations worth risking one's welfare to perform.

CPR/First Aid/AED Training

The district provides Fire Aid/CPR training to employees to assist with offering medical assistance until First Responders arrive. It may be useful to document employees in your District who have specialized training.

Employee Name:	Certification:	Issued	Expires
Chris Carlucci	CPR/First Aid/AED	06/29/2021	06/29/2023
Lorena Chagoya	CPR/First Aid/AED	06/29/2021	06/29/2023
Miguel (Mike) Gonzalez	CPR/First Aid/AED	06/29/2021	06/29/2023
Amanda Navarro	CPR/First Aid/AED	06/29/2021	06/29/2023
Jose Pimentel	CPR/First Aid/AED	06/29/2021	06/29/2023
Anthony Zavala Sr.	CPR/First Aid/AED	06/29/2021	06/29/2023

The individuals listed above should not practice outside their scope of training, and are not expected or required to assist in any emergency or medical situation.

The ECO is responsible for implementing essential elements including planning, evaluating, and implementing the EAP. The following duties must be performed to maintain an effective EAP:

- Review and update the EAP annually or as needed.
- Maintain, update, and distribute an Emergency Call List.
- Train employees on the location of emergency exits, fire extinguishers, manual pull stations, first aid kits, and AEDs if applicable.
- Ensure evacuation routes are posted and walkways remain clear at all times.
- Train employees annually on the EAP, including the "Additional Training" sections. Ensure all new hires are familiar with the procedures and a copy of the plan is made available. **Document all training.**
- Train the Area Supervisors, Responder Liaisons, and Alternate District Safety Contact. Confirm they understand their duties as assigned in the plan.
- Exercise your District's EAP annually. It is recommended you exercise your plan in the following order:
 1. **Conduct a Tabletop Exercise.** This will allow Districts to use their training on the EAP, as well as to work through any inefficiencies **before** an emergency. Examples would be [The Great Shakeout](#) drill held annually in October.
 2. **Schedule a Building Evacuation.** The District will perform an annual building evacuation of each staffed building. Advanced notice and coordination between the Districts that share your building **before** the exercise is critical. If possible, contact the local fire authority to encourage their participation.

Signatures

This EAP has been reviewed and approved by the following individuals:

Lorena Chagoya – Ethics & Compliance Officer
(Primary Safety Contact (PSC) – Job Title)

(Date)

The Safety Contact and Alternate are aware of their responsibilities as described in this plan:

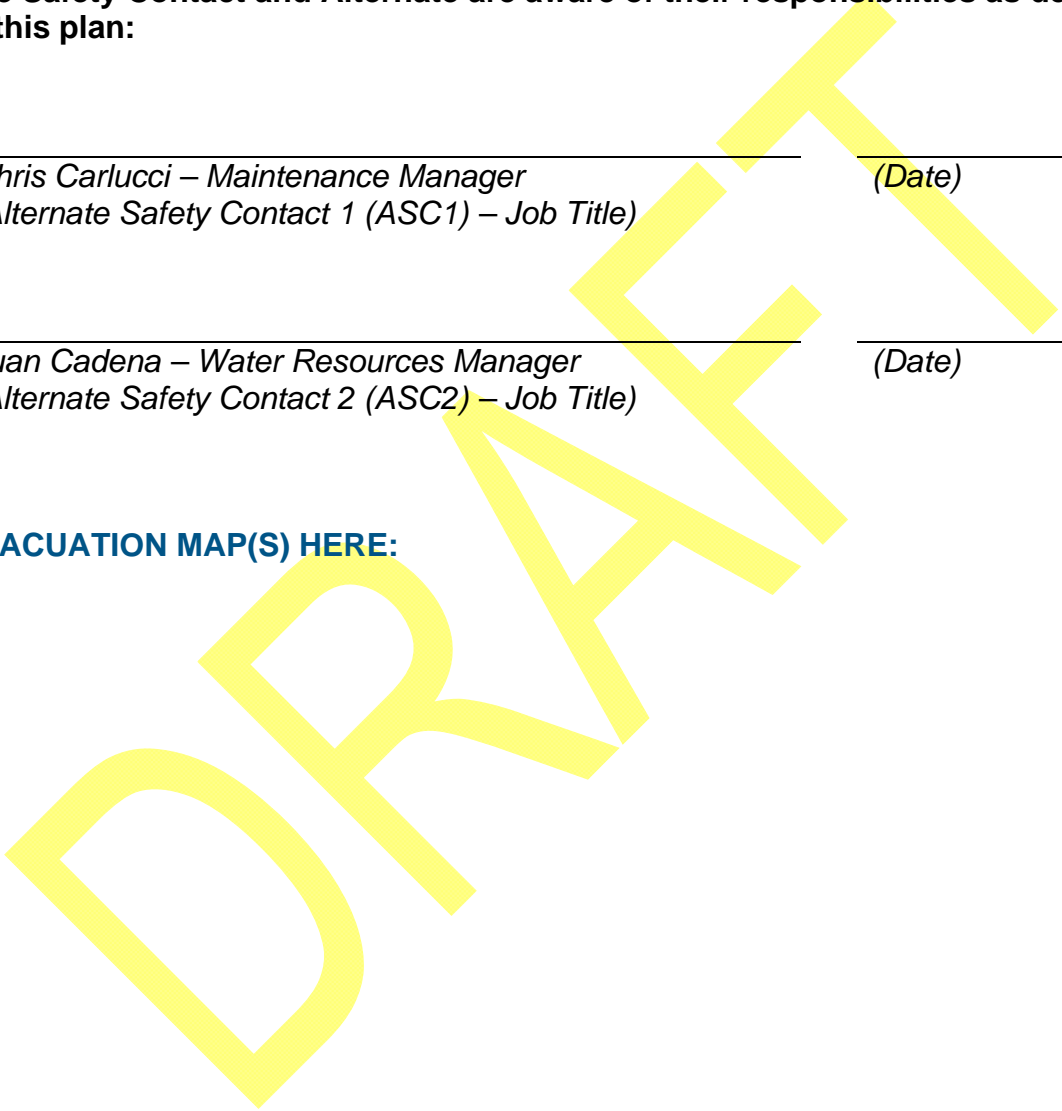
Chris Carlucci – Maintenance Manager
(Alternate Safety Contact 1 (ASC1) – Job Title)

(Date)

Juan Cadena – Water Resources Manager
(Alternate Safety Contact 2 (ASC2) – Job Title)

(Date)

EVACUATION MAP(S) HERE:



EVACUATION MAP Panoche Water District Facility Name: Water Treatment Plant

Updated on: 3/2023












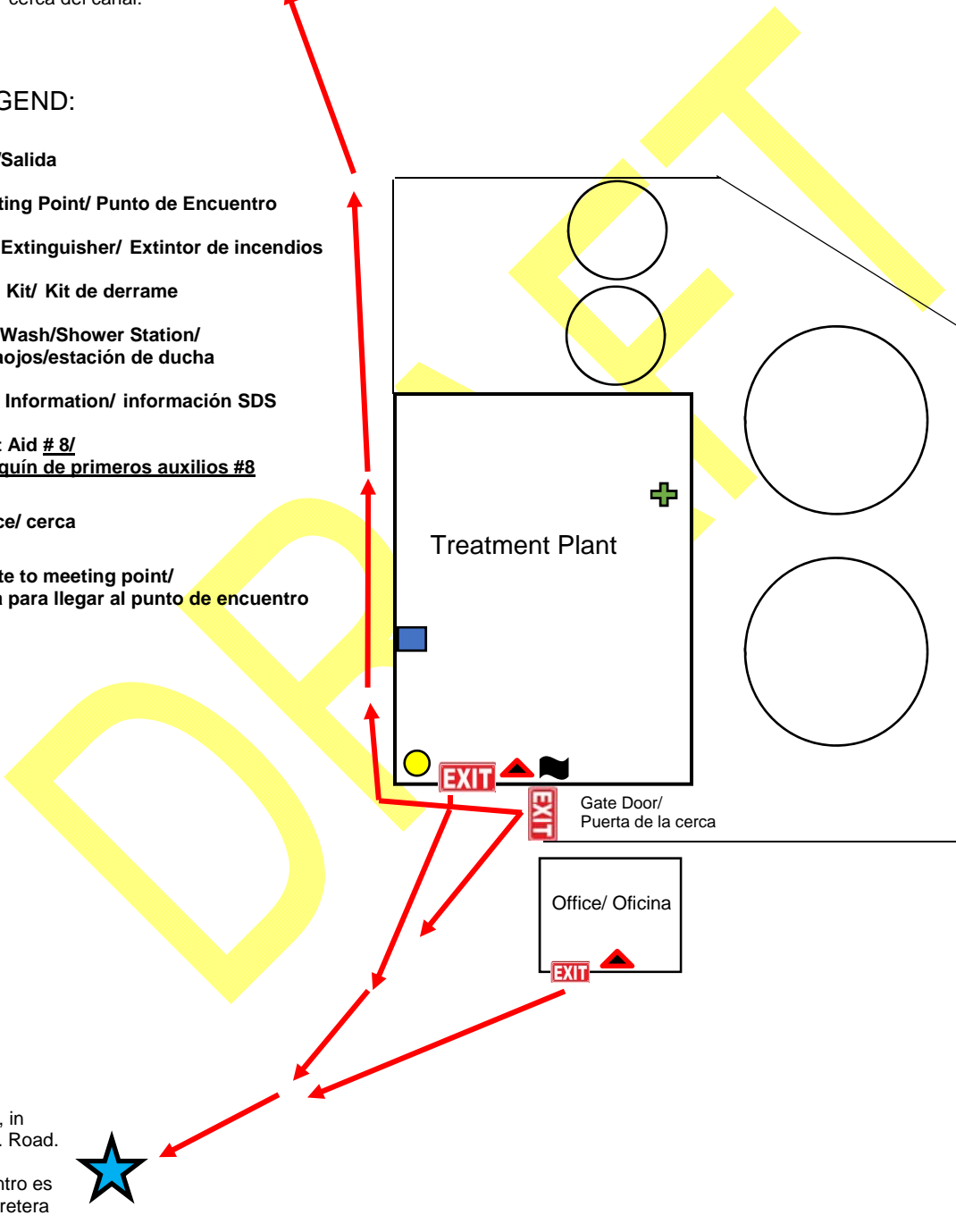
Meeting point here, behind tanks, near canal.

Punto de encuentro aquí, detrás de los tanques, cerca del canal.



LEGEND:

-  **EXIT/Salida**
-  **Meeting Point/ Punto de Encuentro**
-  **Fire Extinguisher/ Extintor de incendios**
-  **Spill Kit/ Kit de derrame**
-  **Eye Wash/Shower Station/ Lavaojos/estación de ducha**
-  **SDS Information/ información SDS**
-  **First Aid # 8/ Botiquín de primeros auxilios #8**
-  **Fence/ cerca**
-  **Route to meeting point/ Ruta para llegar al punto de encuentro**



Meeting point here, in front of Althea Ave. Road.



El punto de encuentro es aquí frente a la carretera Althea Ave.



Althea Ave.

EVACUATION MAP
EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: Water Treatment Plant
Updated on: 3/2023

LEGEND:

-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro



BACK

EVACUATION MAP








Panoche Water District

Facility Name: Main Office

Updated on: 3/2023

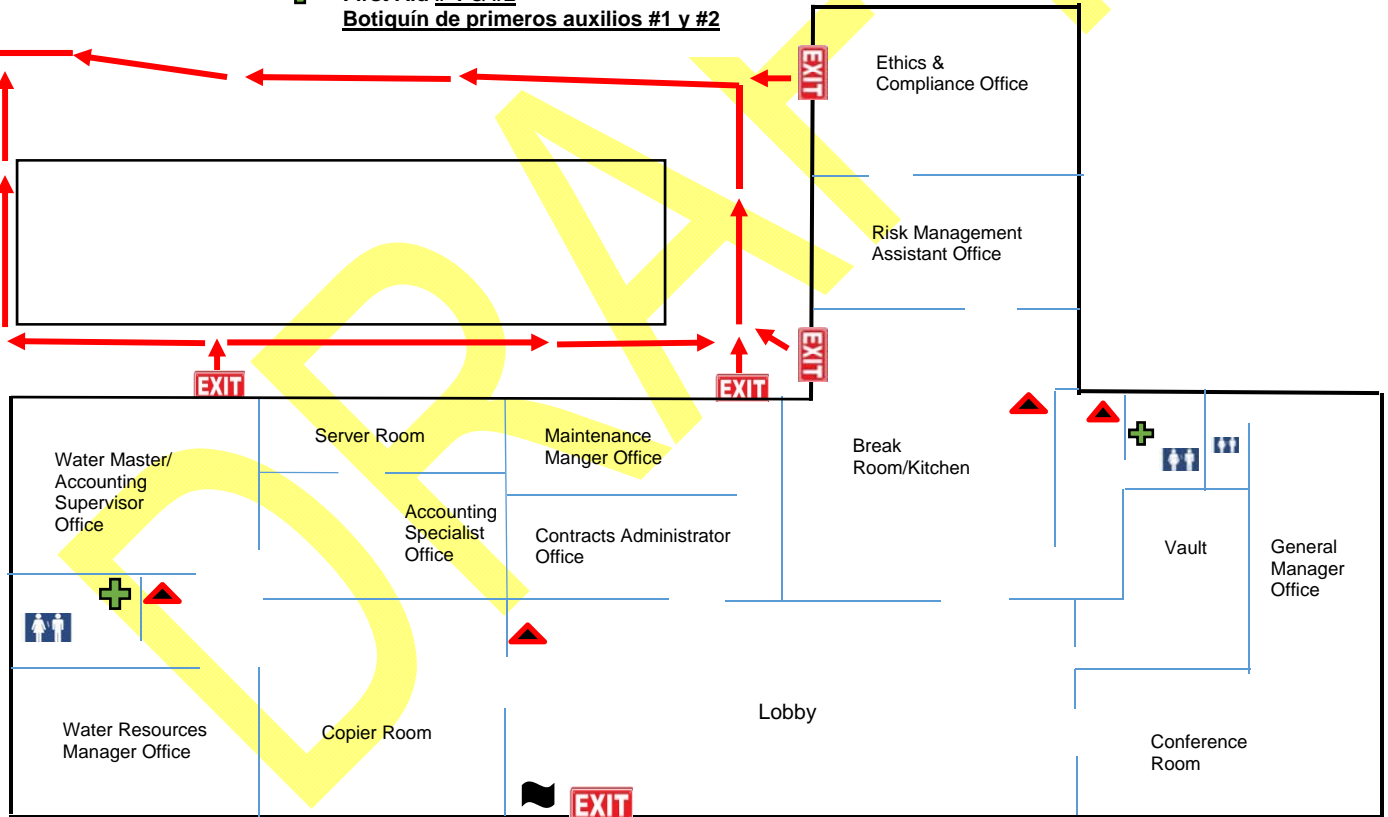


LEGEND:

-  Exit/Salida
-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro
-  Fire Extinguisher/ Extintor de incendios
-  Bathroom/ Banos
-  SDS Information/ información SDS
-  First Aid # 1 & #2
Botiquín de primeros auxilios #1 y #2

Meeting point here, yard area to side of Trailer.

Punto de encuentro aquí, área del patio al costado del remolque



Meeting point here, in front of the main office parking lot.



Punto de encuentro Aquí, frente al estacionamiento de la oficina.

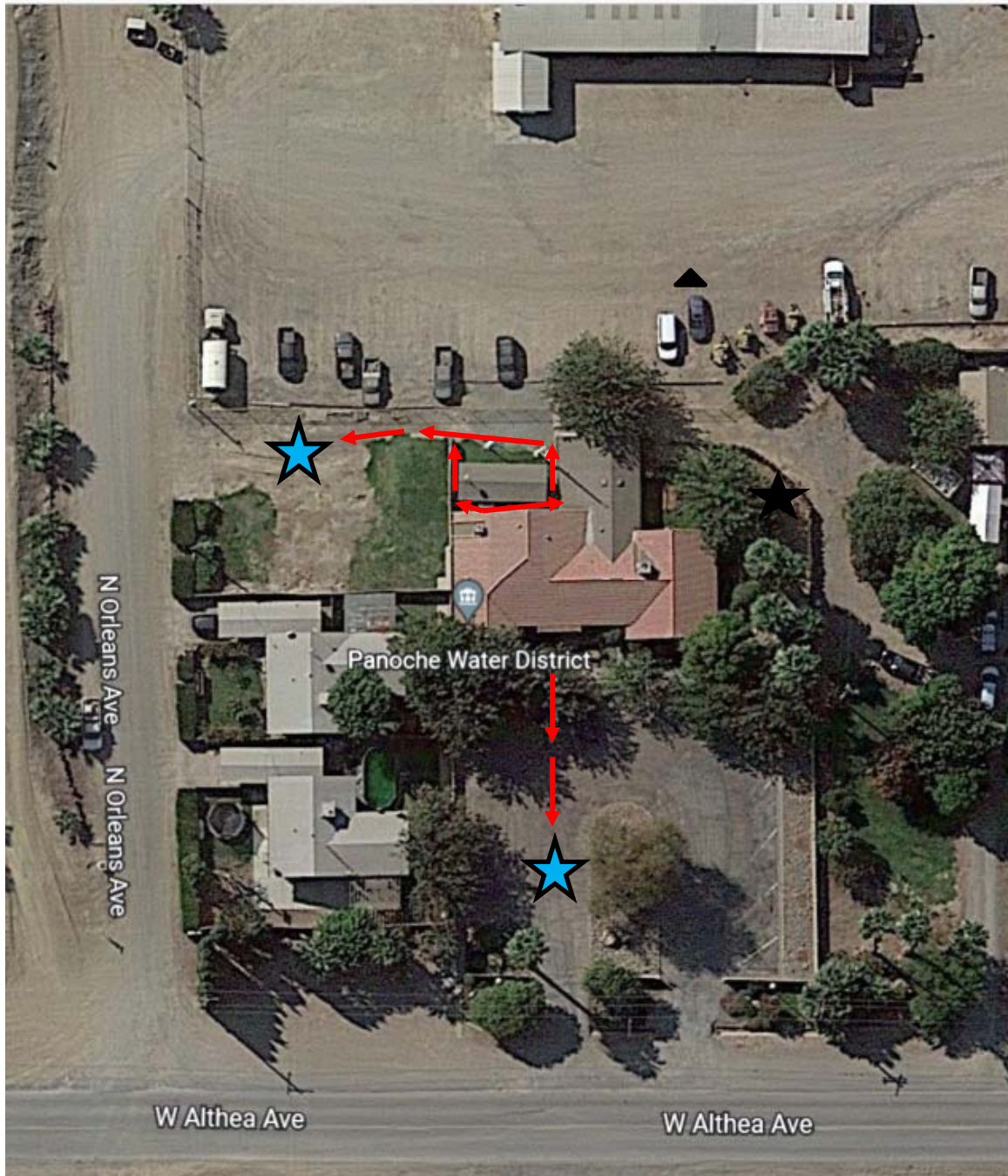


EVACUATION MAP
EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: Main Office

Updated on: 3/2023

LEGEND:

-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro









EVACUATION MAP Panoche Water District Facility Name: Supply Room Trailer

Updated on: 3/2023

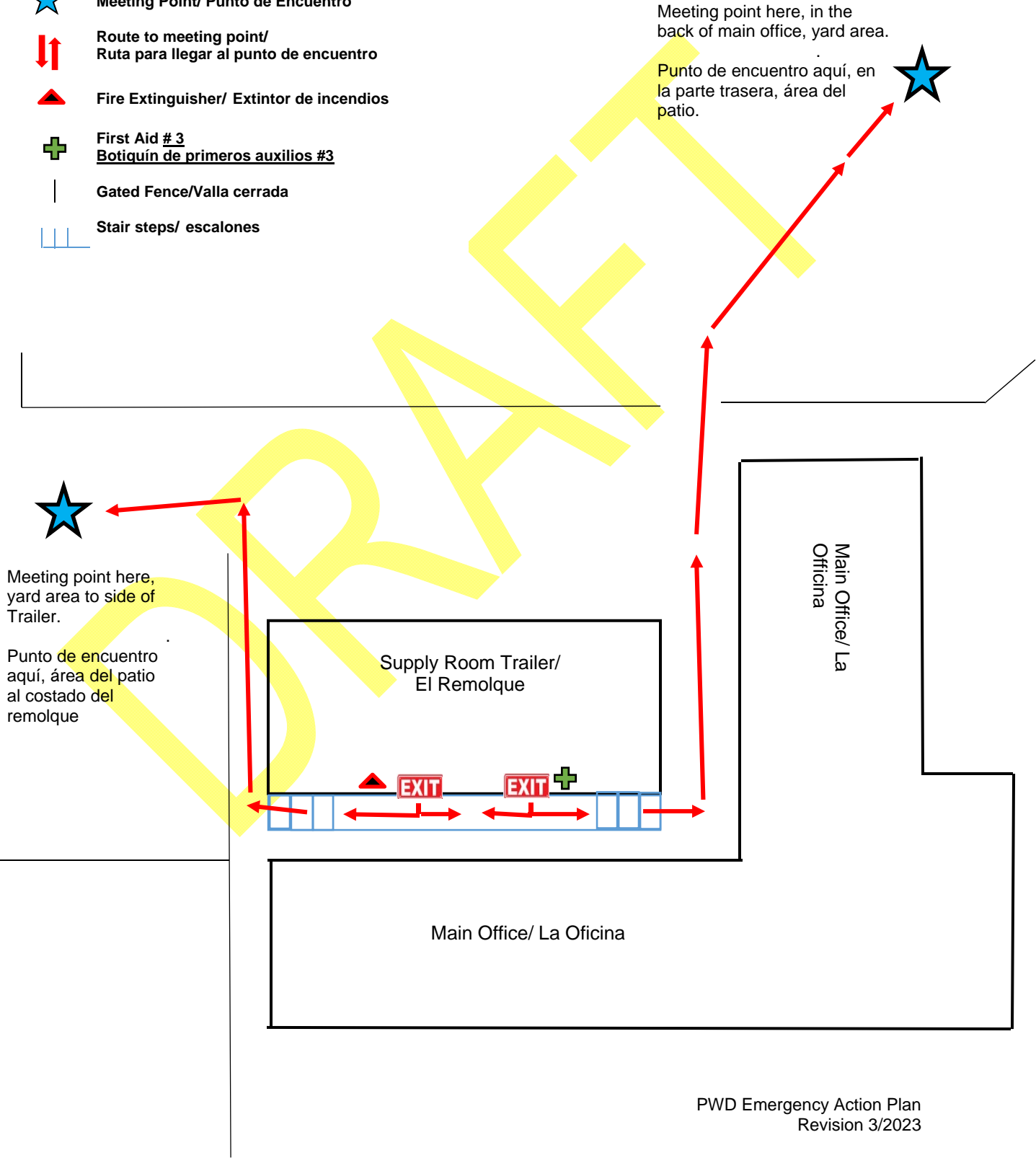


LEGEND:

-  Exit/Salida
-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro
-  Fire Extinguisher/ Extintor de incendios
-  First Aid #3
Botiquín de primeros auxilios #3
- Gated Fence/Valla cerrada
-  Stair steps/ escalones

Meeting point here, in the back of main office, yard area.

Punto de encuentro aquí, en la parte trasera, área del patio.



Meeting point here, yard area to side of Trailer.

Punto de encuentro aquí, área del patio al costado del remolque

Supply Room Trailer/
El Remolque

EXIT EXIT +



Main Office/ La
Oficina

Main Office/ La Oficina

Orleans Ave.

EVACUATION MAP
EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: Supply Room Trailer
Updated on: 3/2023

LEGEND:

-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro



EVACUATION MAP










Panoche Water District

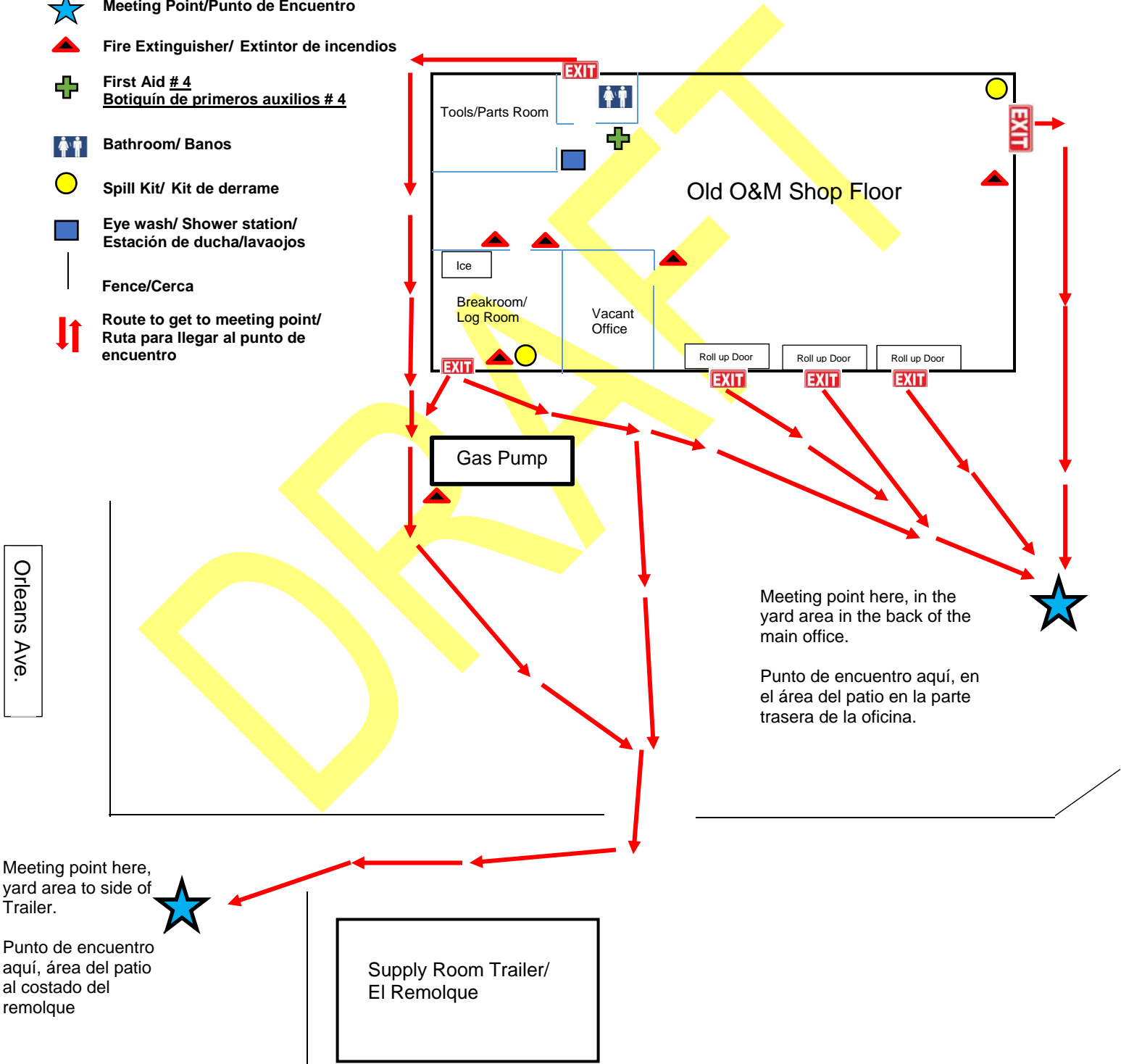
Facility Name: Old O&M Shop

Updated on: 3/2023





LEGEND:

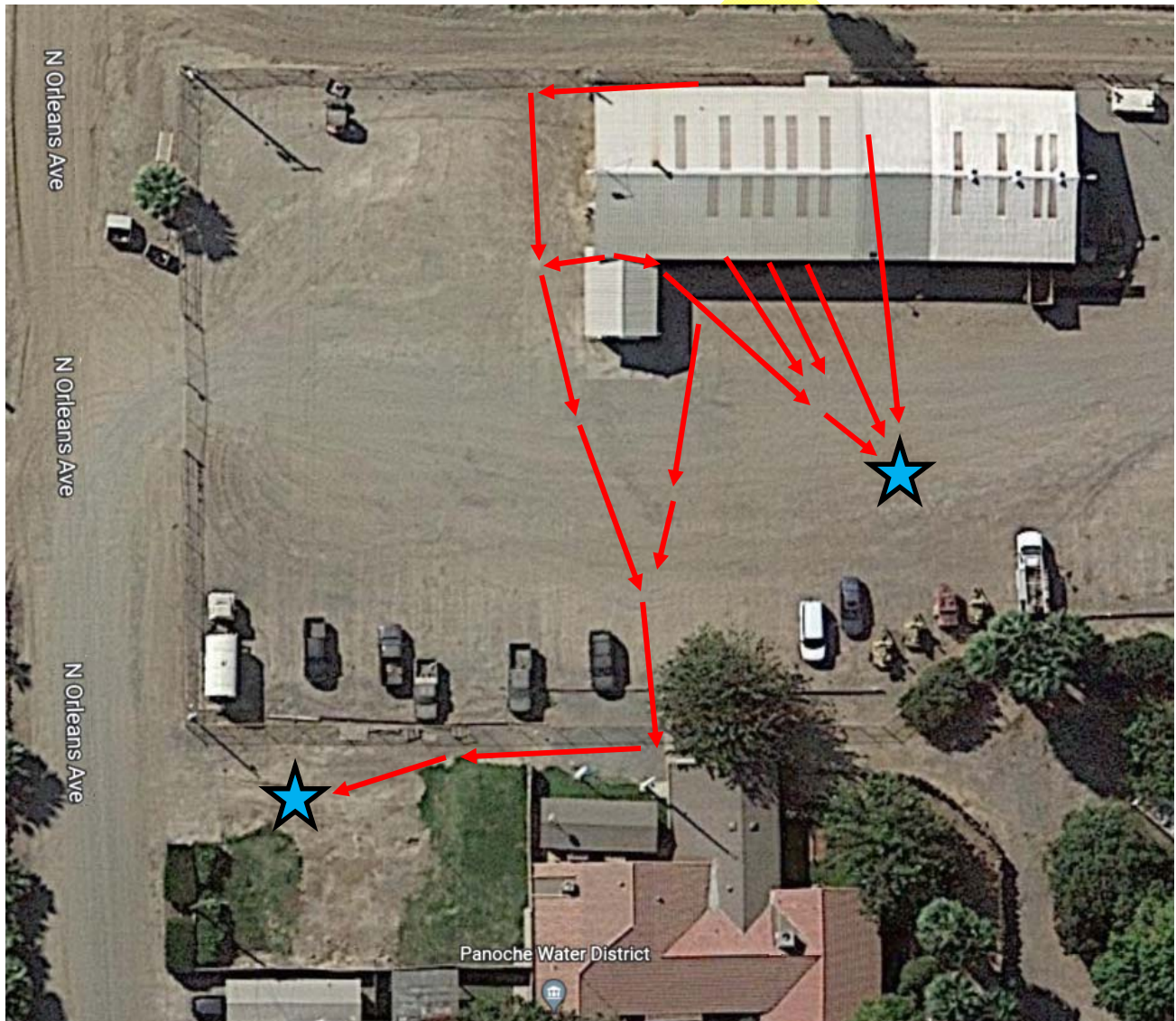
-  **EXIT/Salida**
-  **Meeting Point/Punto de Encuentro**
-  **Fire Extinguisher/ Extintor de incendios**
-  **First Aid #4
Botiquín de primeros auxilios # 4**
-  **Bathroom/ Banos**
-  **Spill Kit/ Kit de derrame**
-  **Eye wash/ Shower station/
Estación de ducha/lavaojos**
-  **Fence/Cerca**
-  **Route to get to meeting point/
Ruta para llegar al punto de encuentro**



EVACUATION MAP
EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: Old O&M Shop
Updated on: 3/2023

LEGEND:

-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro



EVACUATION MAP







Panoche Water District

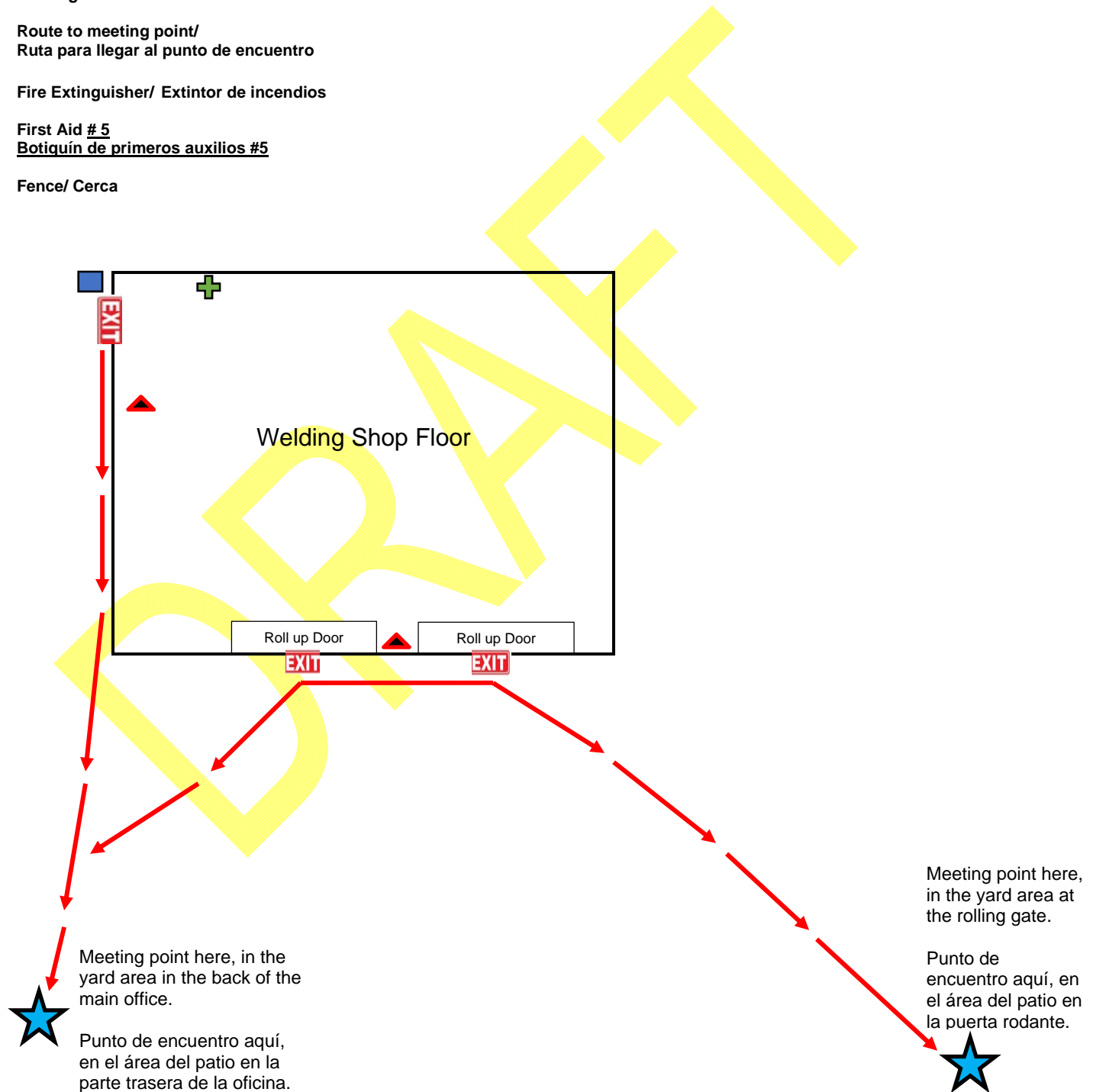
Facility Name: Welding Shop

Updated on: 3/2023



LEGEND:

-  Exit/Salida
-  Meeting Point/Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro
-  Fire Extinguisher/ Extintor de incendios
-  First Aid #5
Botiquín de primeros auxilios #5
-  Fence/ Cerca



Meeting point here, in the yard area in the back of the main office.



Punto de encuentro aquí, en el área del patio en la parte trasera de la oficina.

Meeting point here, in the yard area at the rolling gate.

Punto de encuentro aquí, en el área del patio en la puerta rodante.

EVACUATION MAP
EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: Welding Shop
Updated on: 3/2023

LEGEND:

-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro



EVACUATION MAP







Panoche Water District

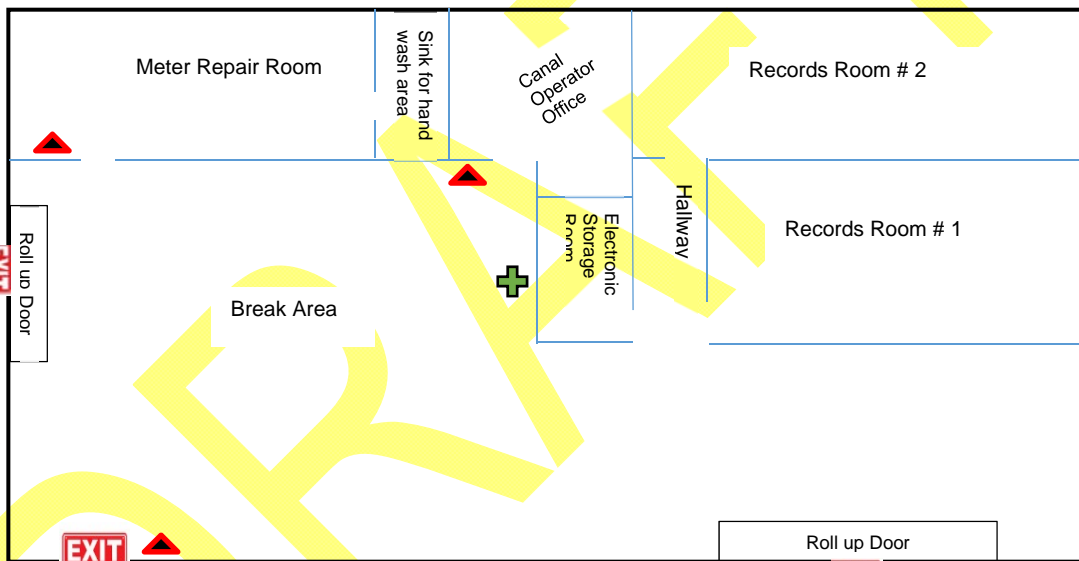
Facility Name: Meter Shop & Records Room





Updated on: 3/2023

LEGEND:


-  Exit/Salida
-  Meeting Point/Punto de Encuentro
-  Route to get to meeting point/
Ruta para llegar al punto de encuentro
-  Fire Extinguisher/ Extintor de incendios
-  First Aid #6
Botiquín de primeros auxilios #6
-  Fence/ Cerca



 Roll up Door


 Meeting point here, in the yard area in the back of the main office.

Punto de encuentro aquí, en el área del patio en la parte

 Roll up Door



Meeting point here, in the yard area at the rolling gate.

Punto de encuentro aquí, en el área del patio en la puerta rodante.



EVACUATION MAP
EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: Meter Shop & Records Room
Updated on: 3/2023

LEGEND:

-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro



EVACUATION MAP

Panoche Water District

Facility Name: New O&M Shop

Updated on: 3/2023












Bone Yard Area

Meeting point here, in the Bone yard area at the rolling gate.

Punto de encuentro aquí, en el área del patio en la puerta rodante de la Bone vard.

LEGEND:

-  Exit/Salida
-  Meeting Point/Punto de Encuentro
-  Route to get to meeting point/
Ruta para llegar al punto de encuentro
-  Fire Extinguisher/ Extintor de incendios
-  First Aid # 7
Botiquín de primeros auxilios #7
-  Bathroom/ Banos
-  Spill Kit/ Kit de derrame
-  Eye wash/ Shower station/
Estación de ducha/lavajos
-  Fence/Cerca



Meeting point here, in the yard area at the rolling gate.

Punto de encuentro aquí, en el área del patio en la puerta rodante.

Bone Yard Area

EVACUATION MAP
EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: New O&M Shop
Updated on: 3/2023

LEGEND:

-  Meeting Point/ Punto de Encuentro
-  Route to meeting point/
Ruta para llegar al punto de encuentro



Roll Call Sheet**Date:** _____**Panoche Water District****Office Location: 52027 West Althea Avenue Firebaugh, California 93622**

The Ethics & Compliance Officer is responsible for maintaining a current list of personnel in the District. DSC's should have a copy to complete roll call during an emergency.

Maintenance Department

Employee Name	Work Mobile Phone	Building	Status/Location
Chris Carlucci	209-509-9951	All	
Miguel Arroyo	209-704-0009	All	
Arnold Jorge	209-628-1874	All	
Rafael (Ralph) Marquez	209-704-3074	All	
Priscilla Torrez	209-660-6593	All	
Joseph (Joey) Westbrook	209-704-6163	All	

Chemical Applications Department

Employee Name	Work Mobile Phone	Building	Status/Location
Anthony Zavala Sr.	209-509-5359	All	
Jose Pimentel	559-514-1981	All	

Water Operations Department

Employee Name	Work Mobile Phone	Building	Status/Location
Juan Cadena	559-474-0541	All	
Raul Covarrubias	209-509-5780	Main, Meter Shop	
Miguel (Mike) Gonzalez	209-617-2946	Main, Meter Shop	
Sandra Reyes	209-704-3445	Main Office	

PAGE 1 of 2 Roll Call Sheet

Ethics & Compliance Department

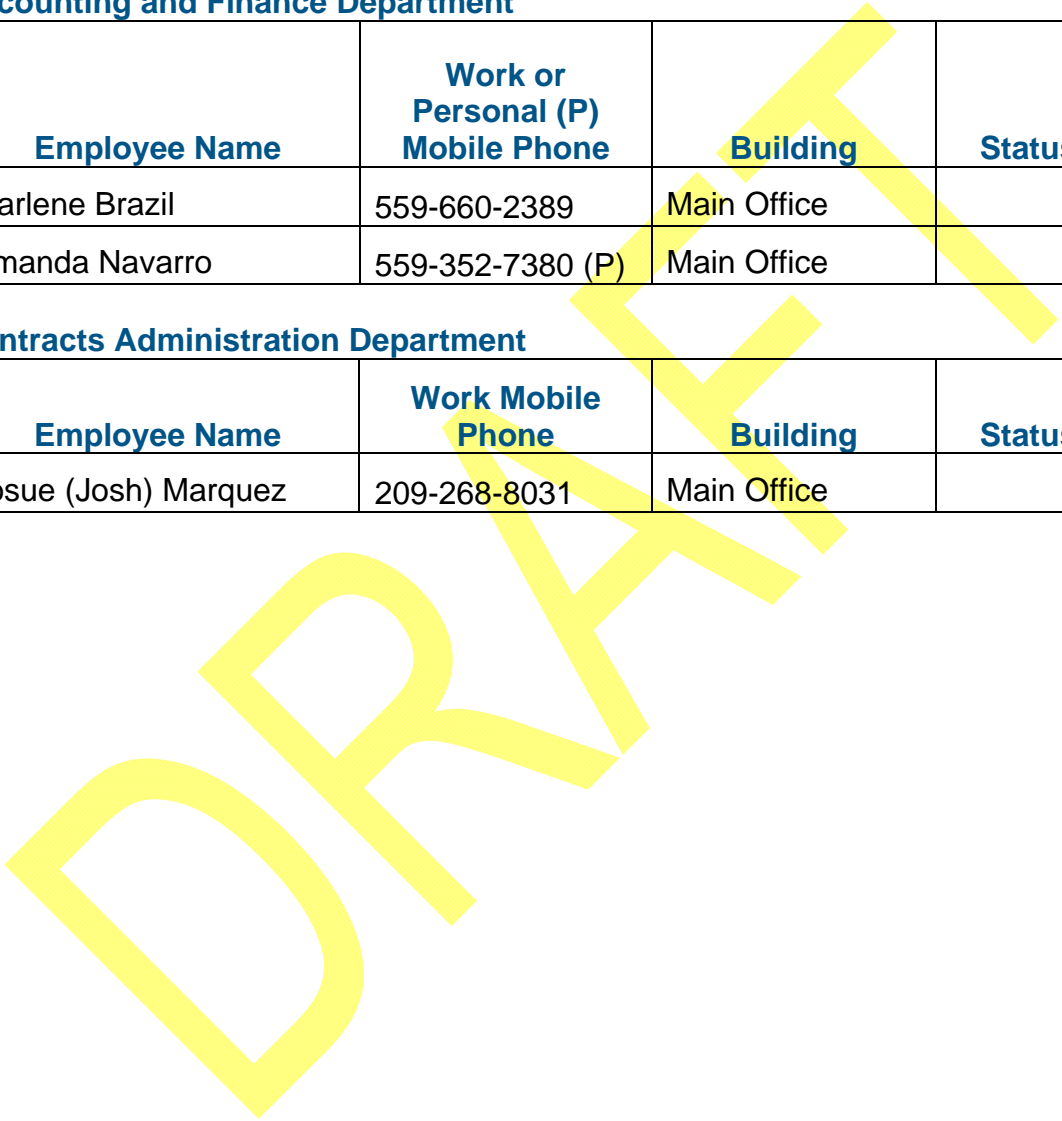
Employee Name	Work Mobile Phone	Building	Status/Location
Lorena Chagoya	209-752-4734	Main Office	
Diana Moses	209-600-1916	Main Office	

Accounting and Finance Department

Employee Name	Work or Personal (P) Mobile Phone	Building	Status/Location
Marlene Brazil	559-660-2389	Main Office	
Amanda Navarro	559-352-7380 (P)	Main Office	

Contracts Administration Department

Employee Name	Work Mobile Phone	Building	Status/Location
Josue (Josh) Marquez	209-268-8031	Main Office	



Training Topics

Fire Emergency Procedures

- a. Remove anyone in immediate danger.
- b. Once an employee is alerted to the fire danger, he/she will go to the nearest exit, activate the fire alarm (if present), exit the building according to the emergency action plan, and proceed directly to the designated assembly point.
- c. Confine the fire to the room/area by closing the door to the area where the fire is located and by ensuring all doors leading to the main hallways are closed.
- d. Attempt to extinguish the fire only if you have received training on the use of portable fire extinguishers, the fire is in its beginning stage, and it can be extinguished safely.
- e. Disabled and non-ambulatory (unable to walk personnel) should request assistance from those nearest to them. Guide the Emergency Services Personnel of personnel trapped who may require assistance to evacuate.

Earthquake Emergency Procedures

- a. If you are indoors, stay there. Take shelter under a desk, table, or in a doorway. If you cannot get under something sturdy or stand in a doorway, get on your hands and knees, and cover your head with your hands and arms.
- b. If you are outdoors, go to an open area away from trees, buildings, walls, roadways, and power lines.
- c. If the building is evacuated, do not return until authorized.
- d. Beware of potential dangers after an earthquake such as escaping gas, unstable building structures, electrical hazards, etc. Also, beware of aftershocks.

Evacuation of the Disabled

- a. Persons with a disability (including a short term disability) limiting them from using the stairs will congregate in the lobby area by the elevator where they will be assisted by either an Emergency Responder or law enforcement personnel.
- b. If assistance is not immediately available, disabled persons should stay in the exit corridor or at the top of the stairway or landing. An Emergency Responder will advise Emergency Services Personnel of the location of the disabled person(s) in the event all other actions fail.

Serious Injury

Check the scene and the victim to determine the danger potential and the extent of the injury. Do not move a seriously injured victim unless there is an immediate danger such as fire, flood, or poisonous gas. If you must move the victim, do it as quickly and carefully as possible. If there is no immediate danger, do not move the victim and advise the bystanders the victim is not to be moved.

- a. **Call 911** immediately if the victim is unconscious. Additionally, you should call for an ambulance if the victim has trouble breathing or is breathing strangely; has pressure or pain in the chest or abdomen; is bleeding severely; has slurred speech; appears to have been poisoned; has injuries to the head, neck, or back; or has possible broken bones.
- b. Keep the victim calm and as comfortable as possible. Administer CPR or First Aid if you have been trained in those areas (A list of these employees is included at the end of this document). A First Aid kit should be used and precautions should be taken to minimize exposure to blood and other bodily fluids. Remain with the victim until emergency services personnel arrive.

Hazardous Materials

A hazardous material is a substance that presents a physical or health hazard. A health hazard refers to a substance for which there is significant evidence that health effects may occur for exposed employees.

- a. Safety Data Sheet (SDS) is required for all hazardous substances in use within the department. Employees will be provided with training on the safe use of all chemicals they will be exposed to.
- b. In the event of a hazardous material emergency:
 - i. Evacuate the area, securing access to the area when possible.
 - ii. Immediately call **911** and inform the operator of the emergency. Provide as much information as possible to the operator and refer to the SDS.

The list of chemicals regularly used in this facility and the SDS (Safety Data Sheets) are located at **52027 West Althea Avenue, Firebaugh, California 93622.**

Sheltering-in-Place

One of the instructions you may be given in an emergency is to shelter-in-place. Shelter-in-place is used mainly for hazardous materials incidents and sustained police action, or when it is more dangerous to venture outside than to remain indoors in your current location. This means you should remain indoors until authorities tell you it is safe or you are told to evacuate. The following are guidelines that should be shared with your District's employees.

General Guidelines on how to Shelter-in-Place

- Select a small, interior room, with no or few windows, ideally with a hard-wired telephone (cellular telephone equipment may be overwhelmed or damaged during an emergency).
- Close and lock all windows and exterior doors.
- Review your EAP, inspect your workplace emergency kits if you have them.
- Do not exit the building until instructed to do so by First Responders, DSC or management officials.

Specific for a Hazardous Material Incident

- Turn off all fans, heating, and air conditioning systems.
- If possible, seal all cracks around the door and any vents into the room.
- If you are in your car, close windows and turn off vents and air conditioning.

In an incident requiring you to shelter-in-place, it may take several hours before it is safe to leave your building. It is important to have food and water in your office or work location to last a minimum of 24 hours, and preferably up to 72 hours. Having a workplace preparedness kit is easy to make and a good idea.

Survival Strategies for an Active Shooter

Local law enforcement may host workshops on strategies to increase the likelihood of surviving an active shooter incident. The workshop covers the steps for increasing your chances of surviving an active shooter incident and also provides demonstrations for attacking the attacker.

Active Shooter

- a. Call the police (911) as soon as possible and relay the following information:
 - iii. Location of the incident
 - iv. Type of incident
 - v. Subject's physical description
 - vi. Subject's location and/or direction of travel
 - vii. Weapon information
- b. Stay on the phone until released by the dispatcher.
- c. If you cannot speak, dial 911 and leave the line open to allow the dispatcher to hear what is going on at your location.
- d. If you can evacuate, do so following the standard evacuation procedure.
- e. Trust your instincts.

- f. If you are **unable** to evacuate:
 - viii. Take shelter in the nearest room, office, or closet (preferably somewhere with a lockable inward opening door)
 - ix. Lock and barricade the door with anything you have available (desks, cabinets, chairs, etc.)
 - x. Cover any windows that may be in or near the door
 - xi. Look for alternate escape routes (windows, additional doors, etc.)
 - xii. Stay low to the ground and remain as quiet as possible, remember to silence your cell phone. Do not answer the door for anyone

In the training, Survival Strategies for an Active Shooter, participants should be aware that the presentation deals with a very sensitive subject and may use actual audio tape from the 9-1-1 calls. Participants may also see different types of firearms and should be prepared to hear what an actual gunshot sounds like.

Bomb Threats

If you receive a bomb threat or discover a possible bomb or suspicious object(s), immediately notify your supervisor and **Law Enforcement at 911**. The supervisor shall immediately notify the department head of the situation.

- a. In the event of a bomb threat by telephone:
 - i. Get someone's attention and convey the nature of the call. Have them make the above notifications.
 - ii. Get as much information as possible from the caller. Ask the following questions:
 - 1. Where is the bomb?
 - 2. When is it going to explode?
 - 3. What does it look like?
 - 4. What kind of bomb is it?
 - 5. What is the person's name or organization?
 - iii. Record the following information:
 - 1. Date and time of the call
 - 2. Exact words of the caller
 - 3. Age, sex, adult, or child
 - 4. Any speech pattern or accent
 - 5. Background noises
- b. For bomb threats by mail or for suspicious objects discovered:
 - i. Do not handle the letter, envelope, or package any further.
 - ii. Immediately **notify Police Dispatch at 911**.
 - iii. Notify your immediate supervisor or department head.
 - iv. Evacuate the immediate area if instructed to do so

Workplace Violence

When a workplace violence event occurs, keep calm, and notify your supervisor immediately about the situation.

- a. If the event is considered an emergency, **dial 911**. Please give the following information to the dispatcher:
 - i. Your location
 - ii. Person's behavior
 - iii. Person's physical description
 - iv. Person's location and direction of travel
 - v. What you saw
 - vi. Where and when it happened
- b. Stay on the phone until you are released by the dispatcher.
- c. The following characteristics may be signs of a potentially violent situation in the workplace:
 - i. Threats, threatening behavior, displays of aggression or excessive anger
 - ii. A history of threats or violent acts
 - iii. Unusual fascination with weapons
 - iv. Verbal abuse of coworkers/employees or harassment via phone/e-mail
 - v. Bizarre comments or behavior, especially if it includes violent content
 - vi. Holding grudges, inability to handle criticism, habitually making excuses and/or blaming others
 - vii. Chronic, hypersensitive complaints about persecution or injustice
 - viii. Making jokes or offensive comments about violent acts
 - ix. Significant changes in mood or behavior

Panoche Water District Training Sign-in Sheet

***All Employees need to have documented training ***

Training Topic: Emergency Action and Evacuation Plan Date: _____

Instructor/Trainer: _____

Employee Attendance:

Name:	Signature:	Date:

Panoche Water District	Code of Safe Practices	Date Reviewed: 3/2023
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Panoche Water District values safety and believe it is everyone's responsibility to work safely. We expect every employee to comply with all rules and follow these safe practices:

1. Any employee may stop District work without fear of retaliation if they believe the task is unsafe and must be evaluated by a supervisor to determine necessary safety precautions. Report conditions immediately to your supervisor and/or the Ethics & Compliance Officer.
2. Keep all exit doors and your work area clean and cleared of clutter at all times to prevent slips, trips, or falls. When possible, avoid uneven ground and be aware of the walking surface.
3. Horseplay, scuffling, and other acts that tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
 - a. Do not climb over fences or walls two feet or more in height. When possible, use gates or openings designed for passage. Use steps, stairs, ladders or ramps to climb up or down work surfaces two feet or more in height or depth.
4. All employees are only to use equipment and vehicles in which he/she have been authorized and trained to operate.
 - a. Supervisors are to ensure that employees are trained to operate appropriate tools/equipment.
 - b. Employees are to inspect equipment and vehicles for obvious damage and defects before and after use.
5. Bend your knees and use your legs to lift, push, or pull objects. Use tools to help lift and transport heavy objects. When mechanical aids are not available, seek the help of others (two-person lift) when lifting objects of heavyweight (more than 50 pounds) and/or awkward size.
6. When possible, use tools instead of hands to lift and remove lids (meters, vaults, manholes, etc.). Use tools or the instep of your foot to slide lids back in place. Avoid pinch points and getting fingers caught. Ensure that all lids are undamaged, properly seated, and secure before leaving the site.
7. Wear all personal protective equipment (PPE) appropriate for the work area, per warning signs, task-specific procedures, or tool/equipment instructions on the Safety Data Sheets (SDS).

- a. Use only tools and equipment that are in good working order, with guards in place and free from damage.
 - b. When using newly operated or rented tools/equipment for the first time, review use and safety instructions.
 - c. Report all unsafe tools/equipment to supervisor immediately and have authorized personnel to conduct a Lock-out, Tag-out (LOTO) and/or remove from service to prevent use by others.
8. Use only those hazardous chemicals that you have been trained on and that have appropriate labeling (name and hazard warning).
- a. Refer to the SDS and report it immediately to the E&C Department for any new or unfamiliar chemical or substance discovered.
 - b. Label all secondary containers immediately after hazardous chemicals are placed inside them or when the original container label has been removed or defaced.
 - c. Properly dispose of waste chemicals and containers in proper containment.
9. For all minor herbicide/pesticide applications and chemical use, follow all precautions and personal protective equipment requirements described on the herbicide/pesticide/chemical label. Check with your supervisor or the ECO if a Qualified Applicator Certificate or Qualified Applicator License is required.
10. Any employee known to be under the influence of drugs, prescription or illegal, or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed to work while in that condition.
- a. **Any employee** may be subject to urinalysis or other drug/alcohol screening during post offer pre-employment and for reasonable suspicions.
 - b. **All safety-sensitive employees** are subject to controlled substance testing and breath alcohol testing as required under the Federal Motor Carrier Safety Administration (FMCSA) of the Department of Transportation (DOT) guidelines.
11. Report your supervisor and/or the ECO immediately for:
- a. **On-the-job injuries or illnesses.** Supervisors and/or employee shall report to the Ethics & Compliance Department immediately and authorized personnel will coordinate a visit to the occupational clinic. For off-hours and weekends, contact the ECO at 209-752-4734 to report the injury and seek medical advice. If immediate medical attention is needed, call 911 to receive transport to a hospital.
 - b. **Hazards, unsafe practices, close calls, malfunctioning equipment or tools, defective personal protective equipment, or policies and procedures that you believe could create or result in a dangerous situation:** Immediately STOP WORK to recognize, evaluate, and control/correct the hazard(s). Report

- to your supervisor and/or the ECO regarding any situation that cannot be controlled or corrected.
- c. All **“close calls” or near accidents** that do not result in injuries are to be reported immediately to your supervisor and/or the ECO so that preventive measures may be taken.
12. When entering private property, request property owners to confine their dogs away from you. If an unleashed aggressive dog approaches you, do not turn your back, step back from the dog and use a meter stick or similar item to help keep the dog at a safe distance from you.
13. Follow traffic laws and rules on all public roads and inside District facilities.
- a. Cell phone use while driving is only permitted under State Law, hands-free or when paired to the vehicle.
 - b. No texting is allowed while driving.
 - c. Report all vehicle accidents to your supervisor and/or the ECO immediately.
14. If experiencing symptoms of heat illness (fatigue, headache, dizziness, nausea, cramps, hot/dry skin, and rapid pulse), seek shade in an area of open-air or an air-conditioned vehicle. If symptoms do not improve immediately or signs of heatstroke are present, call 911.
- a. Supervisors are required to notify their employees of forecasted temperatures 80 degrees and above at the start of the work shift and ask them to use caution (drink up to one quart of water per hour and seek shade for at least five minutes when experiencing symptoms of heat illness: fatigue, headache, dizziness, nausea, cramps, hot/dry skin, and rapid pulse).
 - b. Supervisors must ensure that shade and water is available near the work area (as close as practicable) at all times.
 - c. At temperatures of 95 degrees and above, all solitary workers and crew workers conducting excavations, remote and grounds maintenance work must check-in hourly with their supervisors to ensure employees are alert and not suffering from heat illness. Supervisors are to remind workers to drink plenty of water and give breaks as necessary.
 - d. When forecasted temperatures exceed 105 degrees, supervisors must schedule strenuous work activities during cooler times of the day, except for emergency job tasks that are necessary to be completed to avoid major service disruptions or impacts to public safety.
15. If person(s) identifying themselves from Cal/OSHA shows up at a worksite, ask for identification and the purpose of the visit. Contact your supervisor and the ECO for direction and assistance. Do not allow permission to enter District sites or provide any documents unless directed by your supervisor or the ECO.

Read and acknowledged the Panoche Water District Code of Safe Practices:

Signature: _____ Date: _____

Name: _____ Title: _____

Training and copy of the Code of Safe Practices provided to:

Signature: _____ Date: _____

Name: _____ Title: _____

DRAFT

BACK

PANOCHÉ WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 2/15/2023 THRU 3/14/2023				
MECHANICS O & M CHECKING # 8566				
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
2/15/2023	40944	RAUL COVARRUBIAS	\$ 150.00	BOOT REIMBURSEMENT
2/15/2023	40945	POWER ELECTRIC PRODUCTS CO.	\$ 819.13	DISTRICT SUPPLIES
2/15/2023	40946	PURCHASE POWER	\$ 36.84	POSTAGE
2/15/2023	40947	WESTSIDE WATER	\$ 21,779.28	REPLACE LEAKING BACKFLOW BY DAIRY, REPLACE AIR COMPRESSOR, CHEMICAL TESTS, BACTERIA TESTS & WEEKLY SYSTEM CHECKS
2/22/2023	40948	APPL, INC.	\$ 60.00	GBP WATER SAMPLES
2/22/2023	40949	APPLIED BEST PRACTICES	\$ 4,500.00	CDIAC CONSULTING SERVICE - ANNUAL DEBT TRANSPARENCY REPORTS
2/22/2023	40950	JUSTIN'S TIRE & AUTO	\$ 391.58	REPAIR # 13A & # 2
2/22/2023	40951	BRYANT L. JOLLEY	\$ 500.00	UPDATE FIXED ASSET SCHEDULE
2/22/2023	40952	LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.	\$ 516.00	JANUARY 2023 LEGAL CONSULTING SERVICE
2/22/2023	40953	ELECTRIC DRIVES	\$ 1,511.24	SERVICE CALL FOR VFD ON STATION #6D
2/22/2023	40954	EMPLOYERS CHOICE	\$ 6,454.59	CONTRACT LABOR - CLEANING CANALS
2/22/2023	40955	EMPRESAS DELBOSQUE, INC.	\$ 10,777.98	OVERPAYMENT REFUND
2/22/2023	40956	FASTENAL COMPANY	\$ 232.49	STOCK NUTS & BOLTS BIN
2/22/2023	40957	FEDERAL EXPRESS	\$ 443.85	GBP WATER SAMPLE SHIPPING
2/22/2023	40958	FENTON & KELLER	\$ 4,067.50	DECEMBER 2022 LEGAL SERVICES
2/22/2023	40959	CORELOGIC INFORMATION SOLUTION	\$ 200.00	JANUARY 2023 APN RESEARCH
2/22/2023	40960	HCL MACHINE WORKS INC.	\$ 675.46	PARTS FOR TRASH RACK
2/22/2023	40961	LOOPUP	\$ 115.86	JANUARY 2023 CONFERENCE LINE
2/22/2023	40962	MANUEL'S TIRE SERVICE	\$ 199.21	TIRE REPAIR # SJ14
2/22/2023	40963	NAPA AUTO PARTS	\$ 598.73	PARTS FOR # 3, # SJ55A, # SJ14B & SHOP SUPPLIES
2/22/2023	40964	PRICE PAIGE & COMPANY	\$ 530.00	COMPLETE STATE CONTROLLERS FINANCIAL TRANSACTION REPORT
2/22/2023	40965	RAIN FOR RENT	\$ 2,930.56	PICKUP MAINLINE
2/22/2023	40966	SORENSEN'S TRUE VALUE	\$ 51.08	SUPPLIES FOR # 42
2/22/2023	40967	THOMSON REUTERS	\$ 143.61	2023 WATER CODES BOOK
2/22/2023	40968	UPL NA INC.	\$ 87,890.94	1,000 GALLONS TETON @ \$ 87.89
2/22/2023	40969	VALLEY IRON INC.	\$ 2,156.54	IRON FOR TRASH RACK
2/22/2023	40970	WATER RECLAMATION	\$ 13,015.09	BOOM TRUCK TO REPLACE OFFICE YARD LIGHT, BOOM TRUCK TO PULL PUMP & INSTALL SPARE PUMP # 7W, REPAIR STOLEN WIRING STATION T-3, SUPPLIES FOR TURNOUT # 70-2, 2 INCH PVC PIPE FOR LEVEL 2 WATER, PARTS FOR DMC WELLS & BOOM TRUCK TO PULL PUMP/MOTOR RECIRCULATION #1
2/22/2023	40971	XIO, INC.	\$ 94.00	JANUARY 2023 CLOUD BASED MONITORING SERVICE - DOMESTIC SYSTEM
2/22/2023	40972	YOUNG'S AIR CONDITIONING	\$ 491.00	SERVICE HOUSE & OFFICE HEATERS
3/14/2023	40973	ACWA/JPIA	\$ 35,935.33	APRIL 2023 INSURANCE HEALTH \$ 30,989.14, DENTAL \$ 2,295.74, VISION \$ 408.32, LIFE \$ 106.30 & M LINNEMAN - PDD \$ 2,135.83
3/14/2023	40974	APPL, INC.	\$ 60.00	GPB WATER SAMPLES
3/14/2023	40975	ARA AZHDERIAN	\$ 2,500.00	REIMBURSEMENT FOR STOLEN PROPERTY
3/14/2023	40976	JUSTIN'S TIRE & AUTO	\$ 273.66	REPAIRS ON # 44, # 13B & # 30
3/14/2023	40977	CENCAL MACHINE AND FABRICATION, INC.	\$ 927.53	MATERIALS FOR TRASH RACKS
3/14/2023	40978	CLARK PEST CONTROL	\$ 467.00	DISTRICT PEST CONTROL
3/14/2023	40979	COMMERCIAL LIGHTING	\$ 588.26	LED LIGHTS FOR THE SHOP
3/14/2023	40980	LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.	\$ 204.00	DECEMBER 2022 LEGAL SERVICES
3/14/2023	40981	DON CHAPIN COMPANY	\$ 2,218.10	CONCRETE FOR RUSSELL DITCH
3/14/2023	40982	EMPLOYERS CHOICE	\$ 10,972.50	CONTRACT LABOR -CLEANING CANALS
3/14/2023	40983	FEDERAL EXPRESS	\$ 561.35	GBP WATER SAMPLE SHIPPING
3/14/2023	40984	FRONTIER COMMUNICATION	\$ 501.32	FEBRUARY 2023 TELEPHONE

DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
3/14/2023	40985	GILTON SOLID WASTE INC.	\$ 405.22	FEBRUARY 2023 WASTE DISPOSAL
3/14/2023	40986	HOFFMAN SECURITY	\$ 341.40	MARCH 2023 DISTRICT SECURITY
3/14/2023	40987	HOLT OF CALIFORNIA	\$ 2,390.28	CLEANING BUCKET FOR BACKHOE # 23
3/14/2023	40988	HOME DEPOT CREDIT SERVICES	\$ 840.49	SUPPLIES FOR OFFICE, LATERAL # 2 TURNOUT 204 BOX, WEIRS & STRUCTURES, DISTRICT & BENNETT DRAIN - BILL PDD
3/14/2023	40989	MCGUIRE BOTTLED WATER	\$ 200.05	DRINKING WATER
3/14/2023	40990	DIANA MOSES	\$ 23.58	MILEAGE REIMBURSEMENT
3/14/2023	40991	PACIFIC GAS & ELECTRIC	\$ 31,747.92	FEBRUARY 2023 ELECTRICAL POWER
3/14/2023	40992	PANOCHÉ DRAINAGE DISTRICT	\$ 10.00	2023 SOLAR LEASE
3/14/2023	40993	PURCHASE POWER	\$ 320.99	POSTAGE REFILL
3/14/2023	40994	SORENSEN'S TRUE VALUE	\$ 26.05	PAINT SUPPLIES FOR ALL STATIONS
3/14/2023	40995	STREAMLINE	\$ 600.00	22/23 WEBSITE MAINTENANCE - PFA
3/14/2023	40996	TECHNO-FLO	\$ 4,795.69	METER PARTS
3/14/2023	40997	TEE-DEE-US	\$ 1,910.21	REPAIR # 3
3/14/2023	40998	THARP'S FARM SUPPLY	\$ 17.71	PARTS FOR # SJ14B
3/14/2023	40999	TIREHUB, LLC	\$ 1,004.13	TIRES FOR # 13B
3/14/2023	41000	UNWIRED BROADBAND, INC.	\$ 549.99	MARCH 2023 INTERNET SERVICE
3/14/2023	41001	VERIZON WIRELESS	\$ 891.56	FEBRUARY 2023 CELL PHONE SERVICE
3/14/2023	41002	WALPOLE & CO.	\$ 43.75	COMPUTER SOFTWARE SUPPORT
3/14/2023	41003	WATERMAN INDUSTRIES	\$ 1,111.69	CANAL GATES
3/14/2023	41004	WATER RECLAMATION	\$ 34,843.26	CHECK ELECTRICAL T-1 PUMP #2, T-2, STATION # 1 PUMP # 2, 6W, REPAIR MOTOR WELL # 13, PULL & INSPECT MOTOR STATION #2 PUMP # 4 & PULL MOTOR FOR REPAIRS STATION # 2 PUMP # 3
3/14/2023	41005	YOUNG'S AIR CONDITIONING	\$ 375.00	ANNUAL HEATER SERVICE FOR ALL DISTRICT HOUSES
2/10/2023	W000000832	PAI SERVICES	\$ 114.71	SAGE TIME SERVICE JANUARY 2023
2/15/2023	W000000833	SLDM WATER AUTHORITY	\$ 48,540.88	JANUARY 2023 SLD MWA CONVEYANCE COSTS SLC \$ 43,752.89 & DMC \$ 4,787.99
2/15/2023	W000000834	SL & DM WATER AUTHORITY	\$ 126,332.67	DHCCP DEBT SERVICE \$ 126,276.42 & NOD WATER TRANSFER \$ 56.25
2/15/2023	W000000835	U.S. BUREAU OF RECLAMATION	\$ 19,373.35	JANUARY 2023 USBR WATER COSTS \$ 14,964.38, SLC WARREN ACT COSTS \$ 3,144.13, RESTORATION WATER COSTS FOR SLC \$ 1,204.27 & DMC \$ 60.57
2/15/2023	JE-273	TRANSFER FUNDS FOR PAYROLL	\$ 70,000.00	PAYROLL DATED 2/17/2023
2/22/2023	JE-280	US BANK N.A	\$ 172,170.70	REVENUE BOND 2021A INTEREST
2/22/2023	JE-281	US BANK N.A	\$ 108,882.45	REVENUE BOND 2021B INTEREST
3/1/2023	JE-282	TRANSFER FUNDS FOR PAYROLL	\$ 60,000.00	PAYROLL DATED 3/3/2023
3/3/2023	W000000837	WESTAMERICA VISA	\$ 4,157.40	OFFICE & SHOP SUPPLIES, STATE & FEDERAL PAYROLL TAX FILING FEES, ICE FOR WATER SAMPLES-GBP, SUPPLIES FOR OLD STATION 1 PUMP 2, SAMPLE BOTTLES-GBP, CVP CONFERENCE REGISTRATION & LODGING, LODGING FOR WEED CONFERENCE, DOT TRAINING, WATER USER CONFERENCE MEALS & LODGING, FUEL FOR # 18A, STATE & FEDERAL LABOR POSTERS, FAMILY FARM ALLIANCE ANNUAL CONFERENCE FEE & LODGING, DISTRICT EMAILS & BUSINESS LUNCH
3/6/2023	W000000836	WELTY WEAVER & CURRIE	\$ 9,275.00	JANUARY 2023 LEGAL SERVICE
			\$ 917,837.74	

MECHANICS PAYROLL CHECKING # 7895				
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
2/16/2023	JE-274	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 2,869.35	STATE PAYROLL TAX DEPOSIT
2/16/2023	JE-275	INTERNAL REVENUE SERVICE	\$ 14,524.80	FEDERAL PAYROLL TAX DEPOSIT
2/16/2023	JE-276	JOHN HANCOCK	\$ 7,115.43	401K RETIREMENT
2/16/2023	PR-1467	NET PAYROLL	\$ 40,942.14	PAYROLL DATED 2/17/2023
3/1/2023	3223	PAI SERVICES, INC.	\$ 631.70	EE PAID INSURANCE
3/2/2023	JE-1	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 2,169.73	STATE PAYROLL TAX DEPOSIT
3/2/2023	JE-2	INTERNAL REVENUE SERVICE	\$ 13,400.47	FEDERAL PAYROLL TAX DEPOSIT
3/2/2023	JE-3	JOHN HANCOCK	\$ 6,777.07	401K RETIREMENT

3/2/2023	PR-1468	NET PAYROLL	\$ 39,365.53	PAYROLL DATED 3/3/2023
			\$ 127,796.22	

BACK

PANOCHÉ WATER DISTRICT FYE 2023 BUDGET (March 1, 2022 - February 28, 2023) - Adopted Feb 22, 2022							
March thru February 2023 - 100%		Budget		Actual		REMAINING BALANCE	
Operating Revenues							
1	Supplemental Water	\$ 10,362,366	\$ 9,327,343	\$ 1,035,023	90%		
2	Operations & Maintenance	\$ 5,861,058	\$ 4,338,478	\$ 1,522,580	74%		
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,509,263	\$ 1,371,976	\$ 137,287	91%		
4	Labor Reimbursements	\$ 583,740	\$ 212,319	\$ 371,421	36%		
5	Other Revenues	\$ 250,000	\$ 518,424	\$ (268,424)	207%		
6	Reimbursed Expenses	\$ 200,000	\$ 392,503	\$ (192,503)	196%		
7	Domestic Water Treatment Plant	\$ 140,000	\$ 137,056	\$ 2,944	98%		
8	Sustainable Groundwater Management ¹	\$ 46,497	\$ 46,726	\$ (229)	100%		
9	CVP AG Water Contract	\$ -	\$ 159,600	\$ (159,600)	0%		
Total Revenue		\$ 18,952,924	\$ 16,504,425	\$ 2,448,499	87%		
Operating Expenses							
Water		Budget	Actual	REMAINING BALANCE			
10	Supplemental Water	\$ 10,362,366	\$ 8,738,261	\$ 1,624,105	84%		
11	Planning & Engineering	\$ 150,000	\$ 174,423	\$ (24,423)	116%		
12	CVP Water Contract	\$ -	\$ 78,744	\$ (78,744)			
		\$ 10,512,366	\$ 8,991,428	\$ 1,520,938	86%		
Administration							
13	2021 CVP Bond	\$ 928,866	\$ 930,566	\$ (1,700)	100%		
14	Legal	\$ 600,000	\$ 203,488	\$ 396,512	34%		
15	2021 CVP Bond Assessment Refund	\$ 580,397	\$ -	\$ 580,397	0%		
16	Salaries and Wages	\$ 569,425	\$ 540,115	\$ 29,310	95%		
17	Employees' Benefits	\$ 202,961	\$ 220,543	\$ (17,582)	109%		
18	SLDMWA Activity Agreements	\$ 186,146	\$ 178,220	\$ 7,926	96%		
19	SLDMWA DHCCP Bond Payment	\$ 148,592	\$ 44,876	\$ 103,716	30%		
20	Directors' Benefits	\$ 138,352	\$ 78,262	\$ 60,091	57%		
21	Insurance	\$ 127,750	\$ 90,889	\$ 36,861	71%		
22	SWRCB Water Rights Fee	\$ 125,000	\$ 124,262	\$ 738	99%		
23	Other Supplies & Services	\$ 105,000	\$ 115,049	\$ (10,049)	110%		
24	Payroll Burden	\$ 68,642	\$ 87,344	\$ (18,702)	127%		
25	Professional Services	\$ 60,000	\$ 83,905	\$ (23,905)	140%		
26	Annual Audits	\$ 50,000	\$ 47,650	\$ 2,350	95%		
27	Central Delta-Mendota Region SGMA ¹	\$ 46,497	\$ 14,893	\$ 31,604	32%		
28	Communications	\$ 45,000	\$ 45,693	\$ (693)	102%		
29	Conferences and Trainings	\$ 45,000	\$ 32,413	\$ 12,587	72%		
30	Utilities	\$ 30,000	\$ 42,160	\$ (12,160)	141%		
		\$ 4,057,629	\$ 2,880,328	\$ 1,177,301	71%		

March thru February 2023		Budget	Actual	REMAINING BALANCE	
Operations & Maintenance					
31	Energy	\$ 1,440,000	\$ 1,423,250	\$ 16,750	99%
32	Salaries and Wages	\$ 1,258,610	\$ 789,755	\$ 468,855	63%
33	Employees' Benefits	\$ 431,839	\$ 322,477	\$ 109,362	75%
34	Pumps & Structures Repairs	\$ 250,000	\$ 328,520	\$ (78,520)	131%
35	Payroll Burden	\$ 197,481	\$ 127,714	\$ 69,767	65%
36	Reimbursable Expenses	\$ 200,000	\$ 154,022	\$ 45,978	77%
37	Chemical Application	\$ 170,000	\$ 104,914	\$ 65,086	62%
38	Domestic Water Treatment Plant	\$ 140,000	\$ 177,995	\$ (37,995)	127%
39	Fuel & Oil	\$ 90,000	\$ 209,927	\$ (119,927)	233%
40	Capital Cost - Depreciation	\$ 75,000	\$ -	\$ 75,000	0%
41	Equipment Repairs	\$ 50,000	\$ 74,164	\$ (24,164)	148%
42	Vehicle Repairs & Maintenance	\$ 45,000	\$ 36,142	\$ 8,858	80%
43	Buildings Repairs & Maintenance	\$ 20,000	\$ 39,616	\$ (19,616)	198%
44	Laboratory - Water Testing	\$ 15,000	\$ 16,471	\$ (1,471)	110%
		\$ 4,382,929	\$ 3,804,967	\$ 577,963	87%
Total Expenses		\$ 18,952,924	\$ 15,676,723	\$ 3,276,202	83%
Net Revenue/(Deficit)			\$ 827,702		

¹ SGMA Costs historically billed on an pro-rata acreage basis

From: Jackie Rech [<mailto:jrech@acwajpia.com>]
Sent: Friday, March 03, 2023 2:22 PM
To: Lorena Chagoya <lchagoya@panochewd.org>
Subject: RE: Directors Benefits

This message was sent securely using Zix®

Hi, Lorena – Directors may waive coverage (if they have other medical coverage), but anyone who remains covered needs to continue receiving the same district contributions for coverage as employees. In other words, Directors can’t pay more for benefits or less for benefits than employees. We don’t allow self-pay. Attached are our participation requirements. Below are the applicable screenshots:

- Directors **may** be covered in addition to employees, at the district's option. Directors alone may not be covered. If Directors are covered, they are subject to the same participation requirements as Active employees.

EMPLOYER CONTRIBUTION TO PREMIUM

- Contribution shall be no less than the employee-only portion of the premium for the least expensive JPIA medical plan for which the active employee or Director is eligible.
- Contribution for single coverage shall be the same for Directors as it is for employees. If retirees are covered, the employer contribution may be as little as 25% of the retired single retiree rate for the least cost plan for which the retiree is eligible.
- Contribution to coverage for dependents of active employees and dependents of Directors must be identical, but may be less for dependents of retirees.
- District may not be reimbursed for the full cost of coverage by an active or retired participant. This is considered "self-pay," which is prohibited, with COBRA being the only exception.

I’ve attached the waiver form for Directors who may wish to waive benefits. We allow Directors to waive without any impact to an agency’s waiver percentage or Incentive rates (if they are on the incentive rate program). Let me know if you have any questions.



BACK

Jackie Rech
ACWA JPIA
 Employee Benefits Specialist
 CA License # 0E82941
 (916) 474-1773 (Direct) | (800) 736-2292 (JPIA)
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PANOCHÉ WATER DISTRICT WATER ACCOUNTING

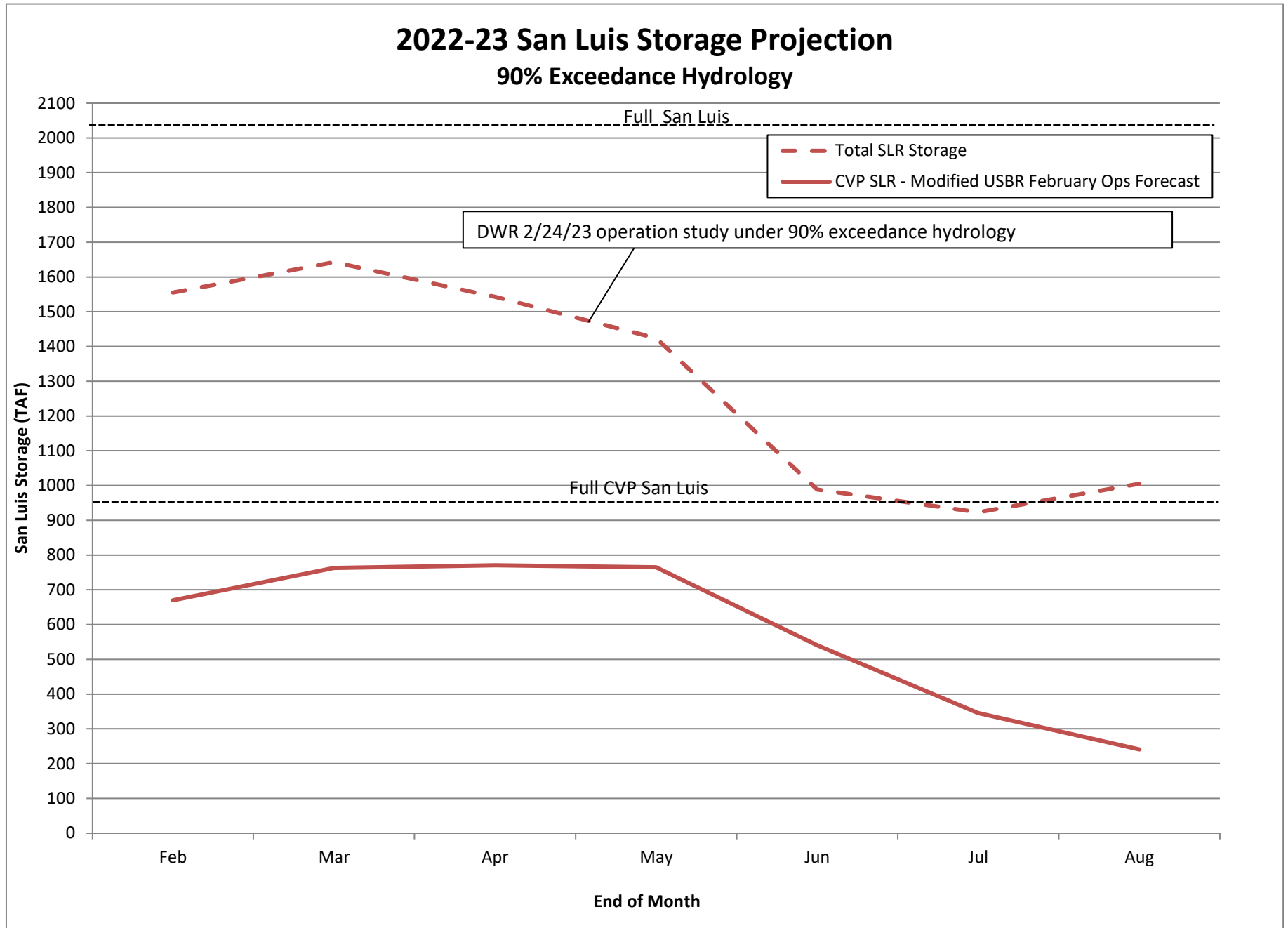
Month: February, 2023

3/7/2023

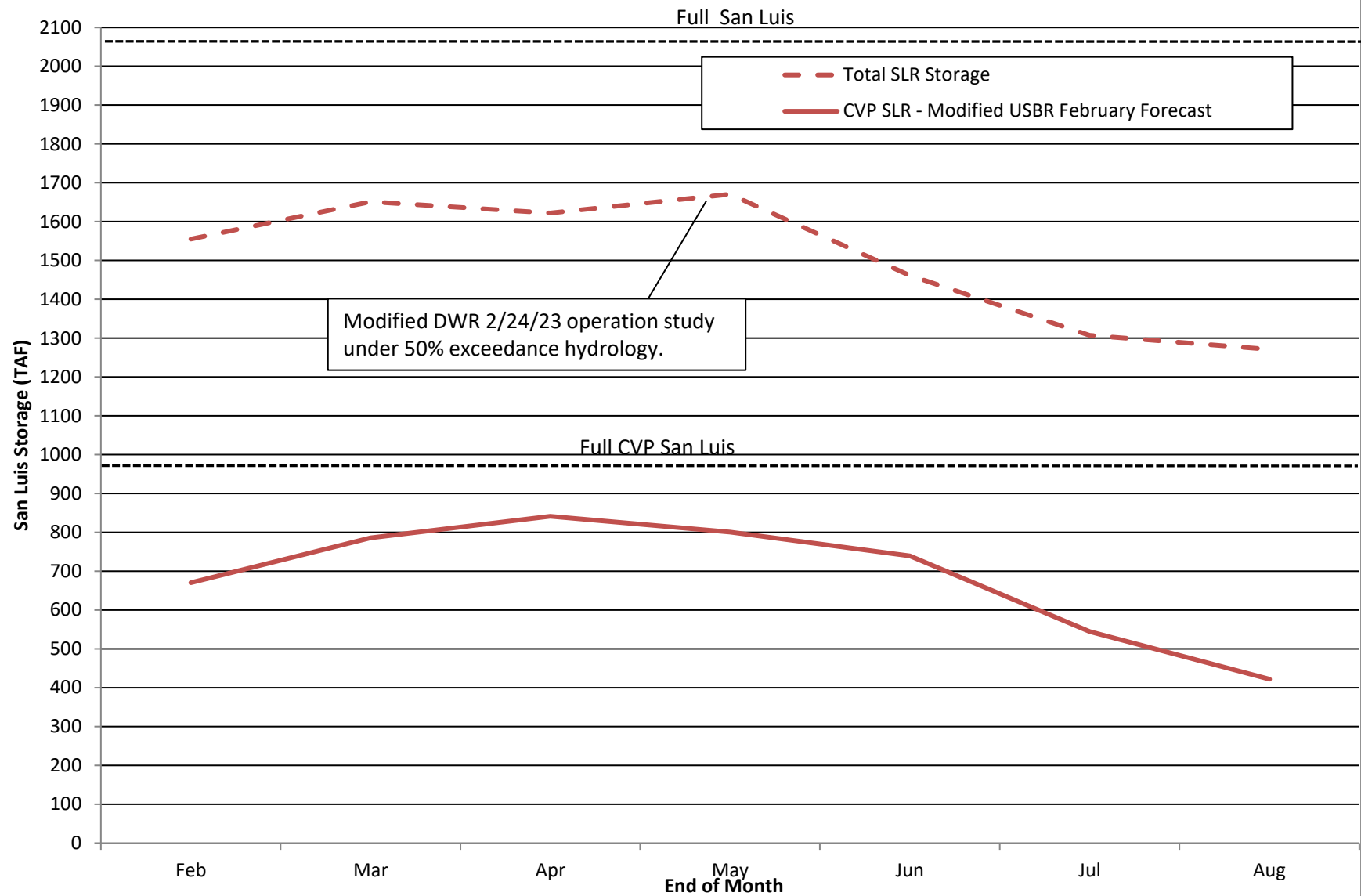
Water Supply																				
District Water	Annual	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2023	2023	YTD	Transfers	Not	Stored	Remaining		
March, 2022 - Feb, 2023	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out	Pumped		Balance		
Transfer 2 - DC	2,065			116	949	500	500							2,065				0		
Transfer 6 - DC	100			12	88									100				0		
Transfer 7 - DC	1,383					509	569	305						1,383				0		
Grower Transfer Ins	2,834			377	487	660	700	370	240					2,834				0		
PWD Grower Wells f/Crdt	7,612	386	733	1,052	1,015	1,288	891	1,082	990	141	34			7,612				0		
Gains or Losses	1,493	130	556	728	782	83	(253)	(240)	(171)	(161)	(15)	(83)	137	1,493				0		
District Water Total	15,487	516	1,289	2,285	3,321	3,040	2,407	1,517	1,059	(20)	19	(83)	137	15,487				0		
Bureau Water	Annual	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2023	2023	YTD	Transfers	Loss	Stored	Remaining	PWD's	MSWD's
March, 2022 - Feb, 2023	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out			Balance	Resch	Resch
Public Health & Safety	121													0		(121)		0	0	0
2022-2023 0% USBR	0													0				0	0	0
CVP 3F Wtr -20-21 Resch	4,251	173	818	41	17	614	1,198	920	254					4,035		(216)		0	0	0
CVP 3F Wtr -21-22 Resch	1,334	84							367	88	62	98	524	1,223		(111)		0	0	0
Transfer 1 Rescheduled	6,913	209											82	291		(701)		5,921	5,921	0
Transfer 3 Rescheduled	293													0				293	0	293
Grower Transfer Ins	2,343		196	460	595	382	183	308	13	198	8			2,343				0	0	0
Transfer 2	935			684	251									935				0	0	0
Transfer 4	664													0	(140)	(42)	482	482	1,833	0
Transfer 5	2,190													0		(548)		1,642	1,642	0
Transfer 7	3,617			369	1,250	1,576	377	45						3,617				0	0	0
Transfer 8	64													0		(16)		48	0	48
Transfer 9	350													0			361	361	361	0
Bureau Water Total	23,075	466	1,014	1,554	2,113	2,572	1,758	1,273	634	286	70	98	606	12,444	(140)	(1,755)	843	8,747	9,757	341
Total Water Supply	38,562	982	2,303	3,839	5,434	5,612	4,165	2,790	1,693	266	89	15	743	27,931	(140)	(1,755)		8,747		
Usage																				
Growers		982	2,303	3,839	5,434	5,612	4,165	2,790	1,693	266	89	15	743	27,931						
Transfers Out/Sales		0	0	0	0	0	0	0	0	0	0	0	0	0						
Total Usage/Transfers		982	2,303	3,839	5,434	5,612	4,165	2,790	1,693	266	89	15	743	27,931						
Diff/Losses: % of Supply	%	13%	24%	19%	15%	2%	-7%	-8%	-11%	-38%	-15%	-85%	19%	6%						
Budget to Actual - AF	32,150	849	1,946	3,341	4,439	5,068	4,076	2,167	1,189	248	89	7	743	24,162				7,988		

** Estimate

* Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual * /*Remaining Balance of Warren Act Wtr Only Includes PWD's share of 482 AF - Not all Warren Act Water of 1,833 AF Being Rescheduled. *



2022-23 San Luis Storage Projection 50% Exceedance Hydrology



Panoche Water District Main Station Water Quality FEBRUARY

