

PANOCHÉ WATER DISTRICT

BOARD OF DIRECTORS MEETING

October 10, 2023 at 9:30 am

MEETING LOCATION

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

AGENDA

PRESIDENT'S ANNOUNCEMENT: Pursuant to Government Code Section 54952.3, Water Code sections 34740 and 34741, and the District's Bylaws, let it be known that Board members may receive either: A \$100.00 stipend as compensation for participation in today's meeting and for each day's service rendered as a Director, not to exceed a total of \$600.00 in any calendar month, or, as an Executive Officer of the District, a \$500.00 per month stipend as compensation for their service to the District.

1. **CALL TO ORDER**

2. **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.

3. **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]

4. **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.

ACTION ITEMS

5. **BOARD TO REVIEW AND CONSIDER APPROVING THE SEPTEMBER 18, 2023 ADJOURNED BOARD MEETING MINUTES** (Reyes)

6. **FINANCIAL REPORT (Brazil)**
 - A. **Accounts Payable**
 - B. **Monthly Financials**
 - C. **FYE 2024 Budget-to-Actual Report**
 - D. **Other financial matters affecting the District**

7. **THE BOARD TO REVIEW AND CONSIDER APPROVING RESOLUTION # 841-23 TO ADOPT THE THE CORONAVIRUS (COVID-19) PREVENTION PROCEDURES POLICY AND ITS REVISIONS.**
(McGowan)

8. **THE BOARD TO REVIEW AND CONSIDER APPROVING RESOLUTION # 842-23 AUTHORIZING EXECUTION OF SAN LUIS & DELTA-MENDOTA WATER AUTHORITY LONG-TERM NORTH TO SOUTH WATER TRANSFER PROGRAM ACTIVITY AGREEMENT AND RELATED ACTIONS**
(McGowan)

9. **THE BOARD TO REVIEW AND CONSIDER APPROVING EMPLOYEE’S REQUEST FOR A REIMBURSEMENT FOR THE LOST PERSONAL PROPERTY WHILE ON DUTY IN THE AMOUNT OF \$889.98 (Chagoya)**

10. **THE BOARD TO REVIEW AND CONSIDER APPROVING THE AGREEMENT ADDENDUM FOR J. GARTUNG CONSULTING (McGowan)**

REPORT ITEMS

11. **DIVISION REPORTS**
 - A. Water Supply Update (Reyes)
 - B. Operations & Maintenance (Carlucci)
 - C. Domestic Water Treatment Plant (Cadena/Carlucci)
 - D. Ethics, Compliance, & Human Resources (Chagoya)

12. **THE BOARD TO RECEIVE AN UPDATE ON THE USBR WATER SMART GRANT PROJECT FOR THE CONTOUR CANAL AND AN ANTICIPATED COST BREAKDOWN. (Marquez)**

13. **THE BOARD TO RECEIVE UPDATES FROM STAFF ON VARIOUS MATTERS AFFECTING THE DISTRICT (McGowan)**

14. **GENERAL MANAGER’S REPORT (McGowan)**
 - A. Sustainable Groundwater Management Act
 - B. Los Vaqueros Expansion Project
 - C. Water Storage and Conveyance Discussions
 - I. West Stanislaus Irrigation District
 - II. Arvin Edison Water Storage District
 - D. San Luis Delta Mendota Water Authority
 - I. South of Delta Drought Contingency Plan
 - II. Exchange Contractors Transfer Program
 - III. North of Delta Transfer Program

F. Other Matters

15. REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)**16. 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

17. REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)**18. FUTURE MEETING DATES**

A. Board to consider action to set special meeting date(s)

B. Next regular meeting date: November 14, 2023

19. PANOCHÉ WATER DISTRICT CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Number of Cases: Four

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Section 54956.9(d)(1):

Names of Cases:i. Imani Percoats & Chris Bettencourt vs. Panoche Water District Fresno County Superior Court Case No. 18CECG01651ii. Center for Biological Diversity, et al. v. United States, et al. US District Court, E.D. Cal, Case No. 1:20-CV-00760 DAD-EPGiii. North Coast Rivers Alliance, et al. v. Kenneth Salazar, et al. US District Court, E.D. Cal., Case No. 1:16-cv-00307-DAD-SKOiv. 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

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8

Property: Land and Associated Infrastructure
 Agency Negotiator: Patrick McGowan, General Manager
 Negotiating Parties: Panoche Water District, ForeFront
 Under Negotiation: Price and Terms

20. REPORT FROM CLOSED SESSION

21. 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
BOARD OF DIRECTORS
MEETING MINUTES
SEPTEMBER 18, 2023**

An adjourned meeting of the Board of Directors was held on September 18, 2023, at 10:02 am. Those present at the meeting were:

Directors: Aaron Barcellos, President
 Neill Callis, Director
 Steve Fausone, Director
 Wayne Western, Director

Staff: Marlene Brazil
 Chris Carlucci
 Lorena Chagoya
 Josh Marquez
 Patrick McGowan
 Sandra Reyes

Others: Steve Creighton, Landowner Representative
 Chase Hurley, Water & Land Solutions, LLC
 Michael Linneman, Linneman Ranches
 Palmer McCoy, GBA
 Phil Williams, Legal Counsel

CALL TO ORDER

President Barcellos called the meeting to order at 10:02 am.

ROLL CALL

A quorum of the Board of Directors was present.

POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest.

PUBLIC COMMENT

There was no public comment.

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FOLLOWING BOARD MEETING MINUTES

On a motion by Director Fausone and seconded by Director Barcellos, the Board approved the minutes of the September 13, 2022, Regular Meeting and the October 11, 2022, Regular Meeting.

The vote on the matter was as follows:

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

On a motion by Director Western and seconded by Director Fausone, the Board approved the August 8, 2023, Regular Meeting minutes.

The vote on the matter was as follows:

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

FINANCIAL REPORT

- A. Accounts Payable
- B. Monthly Financials
- C. FYE 2024 Budget-to-Actual Report

Upon a motion by Director Western and seconded by Director Callis, the board approved the financial report as presented by Ms. Brazil. The vote on the matter was as follows:

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

BOARD TO REVIEW AND CONSIDER ADOPTING RESOLUTION #840-23, REVISING THE DISTRICTS AUTHORIZED BANK SIGNED

Upon a motion by Director Callis, and seconded by Director Western, the board approved Resolution #840-23. The vote on the matter was as follows:

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

DIVISION REPORTS

- A. Ms. Reyes gave the Water Supply Update as of September 1, 2023:

| | |
|--|---------------------|
| San Luis Reservoir Total Storage: | <u>1,768,024 AF</u> |
| San Luis Reservoir Federal Storage: | <u>790,268 AF</u> |
| San Luis Reservoir % of Total Capacity | <u>45%</u> |
| Shasta Storage: | <u>3,531,000 AF</u> |

Panoche Update as of September 1, 2023:

| | |
|-------------------------------------|------------------|
| USBR 2023 Water Balance: | <u>83,615 AF</u> |
| August 2023 Deliveries: | <u>8,888 AF</u> |
| Total Deliveries to date (MAR-AUG): | <u>40,499 AF</u> |

Ms. Reyes also reported on the following water department activities that occurred in August: The August O&M, Interest, and M&I billings were completed and mailed out. The Final Installment of the Water Cost Billing for both the USBR and Supplemental Water were completed and mailed out, as well.

- B. Mr. Carlucci reported on the following operations and maintenance activities that occurred in August:
- General Maintenance
 - Made new stairs to G-21 pipeline.
 - Installed new pump at 12E-3 pump 1.
 - Repaired head gate and trash rack on lateral 1, turnout 101A.
 - Graded Contour Canal Herndon South to 6E.

- Made repairs on Old Station 1 pipeline Pump 1.
 - Made air vent cover for Lateral 3 main gate.
 - **Weed Control:** Sprayed the following locations - Contour Canal, Lateral #2 treatment, Spray treatment, 83 box treatment, 11E treatment, Main Canal treatment, T-Canal treatment.
- C. Mr. McGowan reported on the Domestic Water Treatment Plant. He explained that the cross connection survey was being conducted by Westside Water and their recommendations for where backflows will be needed within the District's systems will be coming soon.
- D. Ms. Chagoya reported on the following compliance, risk management and human resources activities that occurred in August:
- No calls were reported on the SpeakUp Hotline.
 - Updates on an outstanding liability claim for damaged property including a total loss of a vehicle with an anticipated insurance reimbursement of \$27,480.75.
 - Updates on outstanding worker's compensation claims
 - Two new and unrelated COVID-19 cases were reported and resolved.
 - Interviews for a canal operator position has been scheduled.
 - Continuation of Mr. McGowan's on-boarding process.
- E. Mr. Marquez reported on the surplus disposal activities that occurred in August. He provided the Board with a surplus vehicle report, which listed vehicle identification numbers, millage, and net amount sold for each vehicle. He indicated that all sales have been via public auction on www.govdeals.com.

THE BOARD TO RECEIVE AN UPDATE ON THE USBR WATER SMART GRANT PROJECT FOR THE COUNTOUR CANAL

Mr. Marquez gave an update to the board noting the USBR has reviewed and approved the Districts timeline and budget for the Contour Canal Lining project and are expecting to present an agreement to the District. Response and execution of the agreement are expected no later than 9/22/23. The Board gave directions to General Manager McGowan giving him authority to sign and enter into agreement with the USBR for this grant.

GENERAL MANAGER'S REPORT

At the request of Mr. McGowan, Mr. Hurley gave the following manager update:

A. Sustainable Groundwater Management Act

The latest conference call with State Water Resources Control Board (SWRCB) staff during the week of September 11th to review the status of the new Groundwater Sustainability Plan (GSP) mainly covered the topics of a Domestic Well Mitigation Program and baseline Water Quality objectives. The SWRCB is continuing to hold a very strong opinion that irrigated ag, is responsible for all domestic well issues (both from a water level and quality perspective). This is creating a lot of heartburn within the Delta Mendota subbasin. The staff is also holding firm that existing groundwater water quality in the subbasin, even if it has always been saline and non-usable, is still the responsibility of irrigated to not degrade the water quality further. This is creating a lot of issues, because there are pockets of the subbasin that groundwater wells don't exist because of historical bad water quality, but the SWRCB staff is still pushing that any further degradation of the quality is the responsibility of the subbasin irrigators. The Delta

Mendota subbasin coordination committee is going to push hard to get all five SWRCB members out to the service area for a thorough site tour to work through these issues within the months of October and November.

B. Los Vaqueros Expansion Project

Staff is continuing to work with Del Puerto Water District and Westlands Water District on the Joint Powers Agreement for the expansion project as it relates to the conveyance portion of the project. The Joint Powers Authority hopes to have enough details out to the participants by the end of October for individual water districts to make their final business decision on if they can proceed with their pro-rata share of the construction financing.

C. Water Storage and Conveyance Discussions

Mr. Hurley gave an update on the following:

1. Arvin Edison Water Storage District: Staff continues to work with the Hallmark group and Arvin Edison on the multi-year 30,00 Acre Foot exchange of surplus CVP water supplies in various water year types. The goal is to have a more thorough discussion on the topic at the October 2023 board meeting.
2. West Stanislaus Irrigation District (WSID): Staff reviewed a draft bullet point Memorandum of Understanding that had comments from WSID. Mr. Hurley stated that most of the revisions made by WSID were straight forward and something that Panoche could agree with. Yet, the financial obligations that Panoche had to agree to in order to “reserve” capacity in the pipeline were very expensive on a \$/Acre Foot basis. There was much discussion on the topic and ultimately the board gave direction to Mr. McGowan to meet with Mr. Pierce of WSID and let him know that the proposed conveyance rates as drafted were too expensive for Panoche to move forward.

D. San Luis Delta Mendota Water Authority

1. South of Delta Drought Contingency Plan

The Exchange Contractors and the Bureau of Reclamation continue to work with the Friant Contractors on the potential to store carryover water in San Luis Reservoir for the purpose of meeting dry year water supply scenarios. Mr. Hurley explained that the current position of the Bureau as it relates to managing westside CVP supplies under their proposal creates too much risk for contractors such as Panoche Water District. The proposal is also severely limited until the Bureau can find other locations to store excess CVP supplies on an annual basis other than in San Luis Reservoir. The board gave direction to staff to be very careful on giving the Bureau or the Exchange Contractors a sense that they can store or adaptively manage CVP westside supplies unless it is clearly laid out that there is zero risk to losing any of that water.

2. Exchange Contractors Transfer Program

The SLDWMA activity agreement members, of which Panoche is a participant, is continuing to meet with Chris White of the Exchange Contractors on negotiations of a two year conserved water transfer program. The board reminded staff that Panoche’s growers dealt with three consecutive years of drought and depressed commodity prices and aren’t in the mode to spend a lot of money over the next couple of years on supplemental water. They would like the negotiating team to push back very hard for a pricing schematic that focuses on much cheaper water than the 2023 program.

3. North of Delta Transfer Program

The SLDMWA is moving forward with an updated activity agreement that will cover a 2024 transfer program along with a program in 2025 that will be covered with a new twenty-year EIR/EIS environmental document. Mr. Hurley reviewed various aspects of the updated activity agreement and asked the board for approval of the document. The board agreed

with the latest draft and gave direction to Mr. McGowan to contact the SLDMWA management and let them know that Panoche is in agreement.

- E. Other:** Mr. Hurley updated the board that an appraisal is currently in progress on the District owned house on Althea Avenue east of the District's headquarters.

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

No other items.

FUTURE MEETING DATES

- A. Next Regular Meeting Date: November 14, 2023

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

At 1:12pm

- 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

REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1) at 1:49pm

The Board met in Closed Session and there was no recordable action taken.

PANOCHÉ WATER DISTRICT CLOSED SESSION at 1:20 pm

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Number of Cases: Four

- B. 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

REPORT FROM CLOSED SESSION

The Board met in closed session and took no recordable action.

ADJOURNMENT

With no further business, President Barcellos adjourned the meeting at 1:33 pm.

Aaron Barcellos, President

Steve Fausone, Secretary

DRAFT

| PANOCHÉ WATER DISTRICT | | | | |
|---|--------------|--|---------------|---|
| ACCOUNTS PAYABLE LIST | | | | |
| PAYMENTS RUN FROM 9/19/2023 THRU 10/10/2023 | | | | |
| MECHANICS O & M CHECKING # 8566 | | | | |
| DATE | CHECK NUMBER | NAME | CHECK AMOUNT | MEMO |
| 9/19/2023 | 41417 | AARON BARCELLOS | \$ 500.00 | AUGUST 2023 DIRECTOR STIPEND |
| 9/19/2023 | 41418 | EDWARD NEILL CALLIS | \$ 500.00 | AUGUST 2023 DIRECTOR STIPEND |
| 9/19/2023 | 41419 | BEAU CORREIA | \$ 500.00 | AUGUST 2023 DIRECTOR STIPEND |
| 9/19/2023 | 41420 | LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC. | \$ 432.00 | JULY 2023 LEGAL CONSULTANT |
| 9/19/2023 | 41421 | FENTON & KELLER | \$ 4,155.26 | JULY 2023 LEGAL SERVICES |
| 9/19/2023 | 41422 | STEVE FAUSONE | \$ 500.00 | AUGUST 2023 DIRECTOR STIPEND |
| 9/19/2023 | 41423 | LAW OFFICES OF PHILIP A. WILLIAMS | \$ 4,875.00 | AUGUST 2023 LEGAL SERVICES |
| 9/19/2023 | 41424 | SAGASER, WATKINS & WIELAND PC | \$ 525.00 | APRIL, MAY & JULY 2023 LEGAL SERVICES |
| 9/19/2023 | 41425 | WAYNE WESTERN JR. | \$ 500.00 | AUGUST 2023 DIRECTOR STIPEND |
| 9/19/2023 | 41426 | BEAU CORREIA | \$ 1,346.98 | MILEAGE & MEALS REIMBURSEMENT ACWA CONFERENCE & REIMBURSEMENT FOR ARA'S DINNER |
| 9/25/2023 | 41427 | AAA BUSINESS SUPPLIES & INTERIORS | \$ 170.06 | COPY PAPER |
| 9/25/2023 | 41428 | APPL, INC. | \$ 882.00 | WATER SAMPLES - PWD & GBP |
| 9/25/2023 | 41429 | BCT CONSULTING | \$ 307.24 | SEPTEMBER 2023 IT SERVICES & SOFTWARE |
| 9/25/2023 | 41430 | JUSTIN'S TIRE & AUTO | \$ 249.96 | SERVICE # 6B & # 42 |
| 9/25/2023 | 41431 | FIREBAUGH CANAL WATER DISTRICT | \$ 400,401.18 | BASIC WELL WATER 250 AF & \$90.04 AND 889.70 AF @ \$ 424.74 |
| 9/25/2023 | 41432 | CORELOGIC INFORMATION SOLUTION | \$ 200.00 | AUGUST 2023 APN RESEARCH |
| 9/25/2023 | 41433 | GRASSLAND BASIN AUTHORITY | \$ 35.70 | REIMBURSEMENT FOR PG&E ACCOUNT CLOSURE |
| 9/25/2023 | 41434 | HOFFMAN SECURITY | \$ 347.40 | OFFICE, SHOP & DISTRICT SECURITY |
| 9/25/2023 | 41435 | HOME DEPOT CREDIT SERVICES | \$ 805.50 | REPLACEMENT TOOLS LOST WHEN TRUCK WENT INTO CANAL (INSURANCE REIMBURSED) |
| 9/25/2023 | 41436 | NAPA AUTO PARTS | \$ 230.36 | PART FOR # 42 |
| 9/25/2023 | 41437 | NUTRIEN AG SOLUTIONS, INC. | \$ 22,267.61 | 250 GALLONS OF CAPSTONE @ \$ 61.50/GALLON & 260 GALLONS OF MAD DOG @ \$ 20.35 |
| 9/25/2023 | 41438 | PACIFIC PRODUCTS & SERVICES LLC | \$ 3,358.48 | STOP SIGNS & POLES - SLD |
| 9/25/2023 | 41439 | PIPKIN DETECTIVE AGENCY, INC. | \$ 175.00 | EMPLOYEE PRE-EMPLOYMENT BACKGROUND CHECK |
| 9/25/2023 | 41440 | PRICE PAIGE & COMPANY | \$ 21,500.00 | WORK IN PROGRESS AUDIT 2/28/2023 |
| 9/25/2023 | 41441 | SAN LUIS CANAL COMPANY | \$ 127,585.00 | WATER TRANSFER - ESC 1,343 AF @ \$ 95.00 |
| 9/25/2023 | 41442 | SORENSEN'S TRUE VALUE | \$ 76.08 | DISTRICT SUPPLIES |
| 9/25/2023 | 41443 | SUMMER'S ENGINEERING INC. | \$ 3,177.36 | AUGUST 2023 ENGINEERING SERVICE - CANAL LINING PROJECT & TERMINAL PS MODIFICATION |
| 9/25/2023 | 41444 | VALLEY IRON INC. | \$ 2,378.40 | MATERIALS FOR WEIRS & STRUCTURES |
| 9/25/2023 | 41445 | WATER RECLAMATION EQUIPMENT | \$ 5,703.73 | CHECK VFD # 12E3 PUMP # 1, PARTS FOR PORTABLE AIR COMPRESSOR, PULL PUMP FOR REPAIRS T2 PUMP # 2 & CHECK ELECTRICAL PANEL RECIRCULATION PUMP # 1 |
| 9/25/2023 | 41446 | WINDECKER INC. | \$ 86.10 | GASOLINE NOZZLE |
| 10/10/2023 | 41447 | ACWA/JPIA | \$ 17,040.16 | 3RD QTR 2023 WORKER'S COMPENSATION INSURANCE |
| 10/10/2023 | 41448 | ACWA/JPIA | \$ 32,000.41 | NOVEMBER 2023 INSURANCE-HEALTH \$ 29,520.46, DENTAL \$ 2,039.11, VISION \$ 352.64 & LIFE \$88.20 |
| 10/10/2023 | 41449 | APPL, INC. | \$ 36.00 | WATER SAMPLES - GBP |
| 10/10/2023 | 41450 | AARON BARCELLOS | \$ 500.00 | SEPTEMBER 2023 DIRECTOR STIPEND |
| 10/10/2023 | 41451 | BCT CONSULTING | \$ 1,661.04 | OCTOBER 2023 IT SERVICES |
| 10/10/2023 | 41452 | EDWARD NEILL CALLIS | \$ 500.00 | SEPTEMBER 2023 DIRECTOR STIPEND |
| 10/10/2023 | 41453 | BEAU CORREIA | \$ 500.00 | SEPTEMBER 2023 DIRECTOR STIPEND |
| 10/10/2023 | 41454 | CORREIA-XAVIER, INC. | \$ 1,500.00 | BALANCE DUE FOR ALTHEA HOUSE APPRAISAL |
| 10/10/2023 | 41455 | CRIMSONCO LLC | \$ 1,327.87 | CUSTOMER REFUND |
| 10/10/2023 | 41456 | EAST SIDE CANAL & IRRIGATION CO. | \$ 58,572.40 | 254 AF WATER SALES @ \$ 230.60 |
| 10/10/2023 | 41457 | FEDERAL EXPRESS | \$ 456.48 | WATER SAMPLES - GBP |
| 10/10/2023 | 41458 | STEVE FAUSONE | \$ 500.00 | SEPTEMBER 2023 DIRECTOR STIPEND |

| DATE | CHECK NUMBER | NAME | AMOUNT | MEMO |
|--------------|--------------|-----------------------------|------------------------|---|
| 10/10/2023 | 41459 | FRONTIER COMMUNICATION | \$ 442.30 | SEPTEMBER 2023 TELEPHONE |
| 10/10/2023 | 41460 | LINE X | \$ 712.68 | BED LINER FOR # 48 |
| 10/10/2023 | 41461 | PACIFIC GAS & ELECTRIC | \$ 203,111.00 | SEPTEMBER 2023 ELECTRICAL CHARGES |
| 10/10/2023 | 41462 | PEGBOARD | \$ 70.43 | BUSINESS CARDS |
| 10/10/2023 | 41463 | PITNEY BOWES | \$ 489.85 | POSTAGE METER CHARGES |
| 10/10/2023 | 41464 | PROVOST & PRITCHARD | \$ 2,932.90 | AUGUST 2023 ENGINEERING SERVICE - 5 YR WATER MGMT PLAN & CONTROL SURVEY |
| 10/10/2023 | 41465 | SORENSEN'S TRUE VALUE | \$ 5.85 | KEYS |
| 10/10/2023 | 41466 | UNWIRED BROADBAND, INC. | \$ 549.99 | OCTOBER 2023 INTERNET SERVICES |
| 10/10/2023 | 41467 | WALPOLE & CO. | \$ 175.00 | COMPUTER SUPPORT SERVICES |
| 10/10/2023 | 41468 | WESTAIR GASES & EQUIP, INC. | \$ 300.67 | OXYGEN & ACETYLENE FOR SHOP |
| 10/10/2023 | 41469 | WAYNE WESTERN JR. | \$ 500.00 | SEPTEMBER 2023 DIRECTOR STIPEND |
| 10/10/2023 | 41470 | WINDECKER INC. | \$ 6,788.69 | 1,400 GALLONS UNLEADED GAS @ \$ 4.85 |
| 10/10/2023 | 41471 | XIO, INC. | \$ 94.00 | CLOUD BASED MONITORING SERVICE - DOMESTIC SYSTEM |
| 10/10/2023 | 41472 | YOUNG'S AIR CONDITIONING | \$ 1,531.00 | DISTRICT SEMI ANNUAL MAINTENANCE FOR OFFICE & DISTRICT HOUSES & HOUSE # 6 REPAIRS |
| 9/27/2023 | W000000879 | U.S. BUREAU OF RECLAMATION | \$ 101,062.28 | JUNE 2023 REVISE USBR WATER COSTS SLC \$ 16,595.88, RESTORATION WATER COSTS \$ 5,878.11, JULY 2023 REVISE USBR WATER COSTS SLC \$ 6,631.48, REVISE RESTORATION WATER COSTS SLC \$ 2,348.81, AUGUST 2023 REVISED RESTORATION WATER COSTS SLC \$ 17,038.00, REVISE USBR WATER COSTS SLC \$ 52,570.00, RE-COLORED CONTRA COSTA WD TRANSFER OUT BACK TO AUGUST FOR 1,400 AF & SJRECWA 5 YEAR TRANSFER OUT DECREASED FROM 3,007 AF TO 1,270 AF. HAD TO RE-COLOR SJRECWA TRANSFER WATER TO AG WATER BEING USED. |
| 9/28/2023 | W000000880 | WESTAMERICA VISA | \$ 3,663.90 | CREDIT FOR OVERCHARGE ON FREIGHT, FUEL FOR # 12C, ICE FOR GBP, CHART FOR RECORDER PAPER - GBP, DISTRICT EMAILS, FUEL FOR # 18A, DETAIL # 18A, WASHER FLUID FOR # 18A, SPILL CONTAINMENT UNITS FOR NEW O & M SHOP & VEHICLES, OFFICE SUPPLIES & (2) ADOBE PRO LICENSES |
| TOTAL | | | \$ 1,040,796.30 | |

| MECHANICS PAYROLL CHECKING # 7895 | | | | |
|-----------------------------------|--------------|-----------------------------------|----------------------|-----------------------------|
| DATE | CHECK NUMBER | NAME | AMOUNT | MEMO |
| 9/19/2023 | JE-177 | EMPLOYMENT DEVELOPMENT DEPARTMENT | \$ 3,160.25 | STATE PAYROLL TAX DEPOSIT |
| 9/19/2023 | JE-178 | INTERNAL REVENUE SERVICE | \$ 15,291.39 | FEDERAL PAYROLL TAX DEPOSIT |
| 9/19/2023 | JE-179 | JOHN HANCOCK | \$ 6,560.57 | 401K RETIREMENT |
| 9/19/2023 | PR-1485 | NET PAYROLL | \$ 42,575.13 | PAYROLL DATED 9/20/2023 |
| 9/20/2023 | 3277 | PRINCIPAL LIFE INSURANCE COMPANY | \$ 568.76 | EMPLOYEE PAID INSURANCE |
| 10/4/2023 | JE-193 | EMPLOYMENT DEVELOPMENT DEPARTMENT | \$ 2,369.17 | STATE PAYROLL TAX DEPOSIT |
| 10/4/2023 | JE-194 | INTERNAL REVENUE SERVICE | \$ 13,582.38 | FEDERAL PAYROLL TAX DEPOSIT |
| 10/4/2023 | JE-195 | JOHN HANCOCK | \$ 6,204.92 | 401K RETIREMENT |
| 10/4/2023 | PR-1486 | NET PAYROLL | \$ 40,064.31 | PAYROLL DATED 10/5/223 |
| TOTAL | | | \$ 130,376.88 | |

PANOCHÉ WATER DISTRICT
TREASURER'S MONTHLY FINANCIAL REPORT
BALANCE SHEET-CURRENT ASSETS & LIABILITIES

| | INTEREST RATE | <u>September 30, 2023</u> | <u>August 31, 2023</u> |
|---|---------------|---------------------------|------------------------|
| CURRENT LIABILITIES | | | |
| ACCOUNTS PAYABLE | | \$404,732 | \$1,144,117 |
| PREPAYMENTS/CREDIT ACCOUNTS | | - | - |
| TOTAL CURRENT LIABILITIES | | \$404,732 | \$1,144,117 |
| CASH AND INVESTMENT ACCOUNTS | | | |
| O&M CHECKING | | \$384,755 | \$509,548 |
| PAYROLL CHECKING | | \$27,800 | \$87,969 |
| MONEY MARKET | 3.76% | \$264,769 | \$862,477 |
| CONTRACTUAL OBLIGATION FUND MONEY MARKET | 3.76% | \$792,813 | \$790,489 |
| LAIF | 3.434% | \$154,895 | \$154,895 |
| 2021 REVENUE BONDS - LAIF RESTRICTED | 3.434% | \$1,198,416 | \$1,198,416 |
| TOTAL CASH AND INVESTMENTS | | \$2,823,448 | \$3,603,794 |
| ACCOUNTS RECEIVABLES | | | |
| WATER | | | \$828,245 |
| GROUNDWATER MANAGEMENT FEE | | \$6,101,678 | - |
| DELINQUENT ACCOUNT CHARGES | | \$202,988 | \$239,764 |
| OTHER | | \$391 | \$8,012 |
| GBA NOTE RECEIVABLE | | \$86,716 | \$103,983 |
| PDD NOTE RECEIVABLE | | \$61,851 | \$74,129 |
| CASH ADVANCE - PROP 84 | | \$5,716,043 | \$5,716,043 |
| TOTAL ACCOUNTS RECEIVABLES | | \$12,169,667 | \$6,970,176 |
| TOTAL CURRENT UNAUDITED ASSETS | | \$14,993,115 | \$10,573,970 |
| NET CURRENT UNAUDITED ASSETS (NET CASH POSITION) | | \$14,588,383 | \$9,429,853 |

| PANOCHÉ WATER DISTRICT | | | | | |
|--|---|---------------------------------|----------------------------------|---------------------|-------|
| Budget to Actual March 1, 2023 thru September 30, 2023 - 58% | | | | | |
| BOD Approved Mar. 1, 2023 BOD Adopted Apr. 18, 2023, after Prop 218 Process | | Approved Budget 2023-2024 | Actual thru September 2023 | Remaining | |
| Operating Revenues | | | | | |
| 1 | Supplemental Water | \$ 8,937,467 | \$ 9,019,878 | \$ (82,411) | -1% |
| 2 | Operation & Maintenance | \$ 5,784,364 | \$ 4,880,712 | \$ 903,652 | 16% |
| 3 | Fresno/Merced Counties - 2021 CVP Bond | \$ 1,303,892 | \$ 669,028 | \$ 634,864 | 49% |
| 4 | Labor Reimbursements | \$ 350,079 | \$ 82,883 | \$ 267,196 | 76% |
| 5 | Other Revenue | \$ 125,416 | \$ 397,087 | \$ (271,671) | -217% |
| 6 | Reimbursed Expenses | \$ 340,000 | \$ 96,754 | \$ 243,246 | 72% |
| 7 | Domestic Water Treatment Plant | \$ 174,000 | \$ 82,900 | \$ 91,100 | 52% |
| 8 | Sustainable Groundwater Management ¹ | \$ 4,852 | \$ - | \$ 4,852 | 100% |
| 9 | CVP AG Water Contract (80%) | \$ 6,075,000 | \$ 2,237,085 | \$ 3,837,915 | 63% |
| Total Revenue | | \$ 23,095,070 | \$ 17,466,327 | \$ 5,628,743 | |
| Operating Expenses | | | | | |
| Water Costs | | | | | |
| 10 | Supplemental Water | \$ 8,937,467 | \$ 6,547,636 | \$ 2,389,831 | 27% |
| 11 | Planning & Engineering | \$ 57,000 | \$ 23,216 | \$ 33,784 | 59% |
| 12 | Los Vaqueros Expansion | \$ 224,500 | \$ 337,793 | \$ (113,293) | -50% |
| 13 | BF Sisk Expansion | \$ 366,500 | \$ 2,301 | \$ 364,199 | 99% |
| 14 | Central Delta-Mendota Region SGMA ¹ | \$ 4,852 | \$ (3,136) | \$ 7,988 | 165% |
| 15 | CVP AG Water Contract (80%) | \$ 6,075,000 | \$ 514,117 | \$ 5,560,883 | 92% |
| | | \$ 15,665,319 | \$ 7,421,927 | \$ 8,243,392 | |
| Administration | | | | | |
| 16 | 2021 CVP Bond Payment | \$ 929,978 | \$ 651,082 | \$ 278,896 | 30% |
| 17 | Legal Costs | \$ 250,000 | \$ 302,368 | \$ (52,368) | -21% |
| 18 | 2021 CVP Bond Assessment Refund | \$ - | \$ - | \$ - | 0% |
| 19 | Salaries and Wages | \$ 686,975 | \$ 312,460 | \$ 374,516 | 55% |
| 20 | Employees' Benefits | \$ 198,151 | \$ 98,394 | \$ 99,757 | 50% |
| 21 | SLDMWA Activity Agreements | \$ 106,863 | \$ 106,620 | \$ 243 | 0% |
| 22 | SLDMWA DHCCP Bond Payment | \$ 148,592 | \$ 22,117 | \$ 126,475 | 85% |
| 23 | Directors' Benefits | \$ 36,000 | \$ 17,500 | \$ 18,500 | 51% |
| 24 | Insurance Costs | \$ 95,000 | \$ 64,762 | \$ 30,238 | 32% |
| 25 | SWRCB Water Rights Fee | \$ 125,000 | \$ - | \$ 125,000 | 100% |
| 26 | Other Supplies & Services | \$ 106,500 | \$ 337,677 | \$ (231,177) | -217% |
| 27 | Payroll Burden | \$ 85,268 | \$ 46,020 | \$ 39,248 | 46% |
| 28 | Professional Services | \$ 78,000 | \$ 123,129 | \$ (45,129) | -58% |
| 29 | Annual Audits | \$ 40,000 | \$ 31,000 | \$ 9,000 | 23% |
| 30 | Communication Costs | \$ 45,000 | \$ 30,352 | \$ 14,648 | 33% |
| 31 | Conferences and Training Costs | \$ 45,000 | \$ 5,956 | \$ 39,044 | 87% |
| 32 | Utilities | \$ 45,000 | \$ 26,688 | \$ 18,312 | 41% |
| | | \$ 3,021,328 | \$ 2,176,125 | \$ 845,203 | |

| BOD Approved Mar. 1, 2023 BOD Adopted Apr. 18, 2023, after Prop 218 Process | | Proposed Budget 2023-2024 | Actual thru September 2023 | Remaining | |
|--|---------------------------------|--|---|---------------------------------|-----|
| Operations & Maintenance | | | | | |
| 33 | Energy Costs | \$ 1,795,500 | \$ 904,525 | \$ 890,975 | 50% |
| 34 | Salaries and Wages | \$ 915,001 | \$ 466,174 | \$ 448,827 | 49% |
| 35 | Employees' Benefits | \$ 325,888 | \$ 146,799 | \$ 179,089 | 55% |
| 36 | Pumps & Structures Repairs | \$ 241,000 | \$ 156,297 | \$ 84,703 | 35% |
| 37 | Payroll Burden | \$ 153,734 | \$ 68,660 | \$ 85,074 | 55% |
| 38 | Reimbursable Expenses | \$ 340,000 | \$ 53,432 | \$ 286,568 | 84% |
| 39 | Chemical Application | \$ 111,000 | \$ 81,494 | \$ 29,506 | 27% |
| 40 | Domestic Water Treatment Plant | \$ 174,000 | \$ 94,536 | \$ 79,464 | 46% |
| 41 | Fuel & Oil costs | \$ 145,000 | \$ 48,694 | \$ 96,306 | 66% |
| 42 | Capital Cost - Depreciation | \$ - | \$ - | \$ - | 0% |
| 43 | Equipment repairs | \$ 100,000 | \$ 59,856 | \$ 40,144 | 40% |
| 44 | Vehicle repairs & Maintenance | \$ 40,000 | \$ 20,334 | \$ 19,666 | 49% |
| 45 | Buildings Repairs & Maintenance | \$ 50,000 | \$ 21,896 | \$ 28,104 | 56% |
| 46 | Laboratory - Water Testing | \$ 17,300 | \$ 2,323 | \$ 14,977 | 87% |
| | | \$ 4,408,423 | \$ 2,125,020 | \$ 2,283,403 | |
| Total Expenses | | \$ 23,095,070 | \$ 11,723,072 | \$ 11,371,997 | |
| Net Revenue/(Deficit) | | \$ - | \$ 5,743,255 | \$ (5,743,255) | |
| | | Current O&M² | Water Rate³ | Acreage Rate⁴ | |
| Water Cost | | \$ 128.54 | \$ 110.47 | \$ 21.22 | |
| Total Delivered Water Cost | | | \$ 246.00 | | |
| | | | \$ 356.47 | | |
| ¹ SGMA costs historically billed on an acreage basis ² FYE 2023-24 proposed O&M Rate assumes 45,000 acre-feet of deliveries ³ Potential Water Rate assumes 45,000 acre-feet of deliveries ⁴ Potential Acreage Rate assumes 38,317 acres | | | | | |

Aaron Barcellos

Sep 28, 2023

Review Period 8/8/2023 – 9/7/2023

Statement and documentation made available: 9/28/2023

I have reviewed the credit card documentation for the Westamerica Bank VISA account ending in 8512.

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

Mr. Ara Azhderian – General Manager


Mr. Juan Cadena – Director of Operations

Mr. Chris Carlucci

Ms. Lorena Chagoya

All charges reviewed appear to be valid district related expenses complete with supporting documents.

Sincerely,



Aaron Barcellos

General Ledger Detail Report
 Summary Report for Period 01 Thru 07 Ending 9/30/2023




PANOCHÉ WATER DISTRICT (PWD)

| Account Number/Description | Beginning Balance | Debit | Credit | Net Change | Ending Balance |
|-----------------------------------|---------------------|--------------------|--------------------|----------------------|---------------------|
| 13112-000 | | | | | |
| MECHANIC CKNG #*****8566 | 191,704.46 | 17072652.88 | 16879602.21 | 193,050.67 | 384,755.13 |
| 13132-000 | | | | | |
| MECHANIC MM # 2305 | 0.00 | 2,312,768.68 | 2,048,000.00 | 264,768.68 | 264,768.68 |
| 13412-000 | | | | | |
| MECHANIC PR#*****7895 | 23,847.54 | 940,136.93 | 936,184.49 | 3,952.44 | 27,799.98 |
| 13465-000 | | | | | |
| 2021 REVENUE BONDS - LAIF | 1,181,119.41 | 17,296.49 | 0.00 | 17,296.49 | 1,198,415.90 |
| 13470-000 | | | | | |
| CONTRACTUAL OBLIGATION FUND #9745 | 760,413.07 | 683,329.46 | 650,929.55 | 32,399.91 | 792,812.98 |
| 13520-000 | | | | | |
| LOCAL AGENCY INVESTMENT FD | 4,194,980.79 | 44,914.47 | 4,085,000.00 | 4,040,085.53- | 154,895.26 |
| Report Total: | 6,352,065.27 | 21071098.91 | 24599716.25 | 3,528,617.34- | 2,823,447.93 |

RETURN SERVICE REQUESTED

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

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1) Loans and credit products subject to credit approval. 2) Merchant Services and Payroll Services are offered by a third party service provider unaffiliated with Mechanics Bank. Programs, products and services are subject to change.

WATCH OUT FOR GRANDPARENT SCAMS

Criminals pose as a relative (usually a child or a grandchild) claiming to be in some kind of trouble that requires immediate financial support. [Learn how to spot this scam at www.MechanicsBank.com/Security.](http://www.MechanicsBank.com/Security)

Summary of Accounts

| Account Type | Account Number | Ending Balance |
|-----------------|----------------|----------------|
| PUBLIC CHECKING | XXXXXXXX8566 | \$987,033.96 |

PUBLIC CHECKING-XXXXXXXX8566

Account Summary

| Date | Description | Amount |
|------------|--------------------------|----------------|
| 09/01/2023 | Beginning Balance | \$721,286.76 |
| | 12 Credit(s) This Period | \$1,865,704.48 |
| | 66 Debit(s) This Period | \$1,599,957.28 |
| 09/29/2023 | Ending Balance | \$987,033.96 |

Electronic Credits




| Date | Description | Amount |
|------------|--------------------------------|-------------|
| 09/06/2023 | Remote Deposit | \$87,307.13 |
| 09/08/2023 | GDUSFSSACH 10L GOVDEALS REF* \ | \$8,125.00 |



RETURN SERVICE REQUESTED

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

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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 | XXXXXXXX9745 | \$792,812.98 |

PUBLIC MONEY MARKET-XXXXXXXX9745

Account Summary

| Date | Description | Amount |
|------------|--------------------------|---------------------|
| 09/01/2023 | Beginning Balance | \$790,489.16 |
| | 1 Credit(s) This Period | \$2,323.82 |
| | 0 Debit(s) This Period | \$0.00 |
| 09/29/2023 | Ending Balance | \$792,812.98 |

Interest Summary




| Description | Amount |
|--|-------------|
| Interest Earned From 09/01/2023 Through 09/29/2023 | |
| Annual Percentage Yield Earned | 3.76% |
| Interest Days | 29 |
| Interest Earned | \$2,323.82 |
| Interest Paid This Period | \$2,323.82 |
| Interest Paid Year-to-Date | \$14,352.79 |



RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT
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 FIREBAUGH CA 93622-9401

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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 | XXXXXXXX2305 | \$264,768.68 |

PUBLIC MONEY MARKET-XXXXXXXX2305




| Account Summary | | | Interest Summary | |
|-----------------|--------------------------|---------------------|--|-------------|
| Date | Description | Amount | Description | Amount |
| 09/01/2023 | Beginning Balance | \$862,476.52 | Interest Earned From 09/01/2023 Through 09/29/2023 | |
| | 1 Credit(s) This Period | \$2,292.16 | Annual Percentage Yield Earned | 3.76% |
| | 1 Debit(s) This Period | \$600,000.00 | Interest Days | 29 |
| 09/29/2023 | Ending Balance | \$264,768.68 | Interest Earned | \$2,292.16 |
| | | | Interest Paid This Period | \$2,292.16 |
| | | | Interest Paid Year-to-Date | \$12,768.68 |



RETURN SERVICE REQUESTED

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

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Criminals pose as a relative (usually a child or a grandchild) claiming to be in some kind of trouble that requires immediate financial support. [Learn how to spot this scam at www.MechanicsBank.com/Security.](http://www.MechanicsBank.com/Security)

Summary of Accounts

| Account Type | Account Number | Ending Balance |
|-----------------|----------------|----------------|
| PUBLIC CHECKING | XXXXXXXX7895 | \$28,374.82 |

PUBLIC CHECKING-XXXXXXXX7895

Account Summary

| Date | Description | Amount |
|------------|--------------------------|--------------------|
| 09/01/2023 | Beginning Balance | \$88,543.92 |
| | 1 Credit(s) This Period | \$70,000.00 |
| | 15 Debit(s) This Period | \$130,169.10 |
| 09/29/2023 | Ending Balance | \$28,374.82 |

Electronic Credits

| Date | Description | Amount |
|------------|-----------------------------------|-------------|
| 09/18/2023 | JE-171 Transfer funds for payroll | \$70,000.00 |



PANOCHÉ WATER DISTRICT
AGED ACCOUNTS RECEIVABLE - Delinquent
As Of 9/30/2023

| Name | 31-60 Days | 61-90 Days | Over 90 Days | Total A/R |
|------------------------------------|-------------------|-------------------|---------------------|-------------------|
| Brown, Lupe | - | 21.96 | 2.53 | 24.49 |
| Carrillo, Jose A | - | 197.98 | - | 197.98 |
| Cecilia Echeveste Survivor's Trust | 5,307.63 | 7,081.12 | 50,693.63 | 63,082.38 |
| Correia 2015 Living Trust | 9.66 | 9.66 | 653.46 | 672.78 |
| Enrico Irrevocable Trust of 1994 | - | 1,435.64 | - | 1,435.64 |
| Imperial Merchants USA, LLC | 3.53 | 3.53 | 288.10 | 295.16 |
| John S. Diedrich Farms | 43.13 | - | 17,712.00 | 17,755.13 |
| McGrath Trust, Mary K. | - | 1,516.06 | - | 1,516.06 |
| Nyman Family | 4,245.60 | - | - | 4,245.60 |
| Nyman, Brad and Kristi | 28,721.60 | 7,852.86 | - | 36,574.46 |
| Nyman, Ms. Rebecca | 10,420.64 | 8,315.59 | - | 18,736.23 |
| Olam West Coast, Inc. | - | 3,099.30 | 40,467.00 | 43,566.30 |
| Terra Bella Farm Co. & I. Matson | - | 13,291.04 | - | 13,291.04 |
| | 48,751.79 | 42,824.74 | 109,816.72 | 201,393.25 |
| <u>Other</u> | | | | |
| Grassland Basin Authority | - | - | 1,594.30 | 1,594.30 |
| | - | - | 1,594.30 | 1,594.30 |
| Total Accounts - Delinquent | 48,751.79 | 42,824.74 | 111,411.02 | 202,987.55 |

Notes:

Talked to Palmer and we are in agreement with the balance remaining on GBA / Payment is on it's way

Talked to Echeveste / Property in Escrow - when closed will pay in full / Rec'd Payment of \$15,000 9/26/23

PANOCHÉ WATER DISTRICT

RESOLUTION NO. 841-23

RESOLUTION ADOPTING THE DISTRICT’S REVISED COVID-19 PREVENTION PROCEDURES

WHEREAS, Panoche Water District (the “District”) is a California water district established in 1953 with statutory authority pursuant to California Water District Law (Water Code sections 34000-38500) to provide water service to users spanning over 38,000 acres in the Central Valley of California. The District is a multi-county district located on the west side of the San Joaquin Valley, spanning portions of Merced and Fresno Counties, and is authorized, pursuant to the California Constitution, to levy rates and charges for the services the District provides; and

WHEREAS, the District’s Board of Directors (the “Board”) has adopted previous versions of the District’s COVID-19 Prevention Procedure on January 12, 2021; July 8, 2021; February 8, 2022; November 8, 2022; and April 18, 2023; and

WHEREAS, the District desires to continue to keep its employees, landowners, and the public safe from the risk COVID-19 may still present and to continue to deliver essential services to its water users; and

WHEREAS, the Board has considered the attached revision to the COVID-19 Protection Procedure (the “Revised CPP”, and attached as Exhibit A reflecting as redline edits the proposed revisions).

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the Panoche Water District that:

1. The Board finds that the above Recitals are true and correct.
2. The Board finds that adopting the Revised CPP and adhering to its terms is in the best interests of the District.
3. The Board hereby adopts the Revised CPP, as may be immaterially amended by the General Manager, and directs and authorizes the General Manager or his delegee to adhere to the Revised CPP and to take such additional steps as may be required or reasonably necessary to implement the Revised CPP.

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PASSED AND ADOPTED this 10th day of October, 2023, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Aaron Barcellos, President
Panoche Water District

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 following 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 10th day of October, 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 10th day of October, 2023.

STEVE FAUSONE
Secretary of Panoche Water District

DRAFT

| | | |
|--------------------------------------|--|--|
| <p>Panoche Water District</p> | <p>Coronavirus/COVID-19 Prevention Procedures</p> | <p>Date: Adopted January 12, 2021; Revised July 8, 2021; Revised February 8, 2022; Revised November 8, 2022; Revised April 18, 2023; Revised October 10, 2023</p> |
|--------------------------------------|--|--|

This CPP (COVID-19 Prevention Procedures) is Panoche Water District’s policy and procedures designed as an important component of our Injury and Illness Prevention Program (IIPP) to control exposures to the SARS-CoV-2 virus that may occur in our workplace. All of the District’s prior COVID-19 policies are rescinded and replaced by this CPP. These COVID-19 Prevention Procedures are intended to meet the requirements of the California Code of Regulations, Title 8, section 3205 et. seq., and also is based on CDC (Center for Disease Control), California DPH (Department of Public Health), Cal/OSHA industry guidance documents and other guidance issued from the state of California or the US Federal Government.

This CPP is applicable to all places of employment unless no contact and no potential infection of/with other employees occurs while performing work, or employees are working from home or another remote work location that is not under the control of **Panoche Water District**. The CPP is a living document and as such, will need to be adjusted for new findings and facts for each specific location. Ex: Review/update as part of annual IIPP review, or as Local Health Departments make specific requirements or recommendations, and as periodic assessments identify infection hazards not addressed in the current procedures. We stay informed on the virus presence in our community as well as recommendations made by national and local health agencies. We review and update this plan as necessary. This plan was last reviewed and updated on **October 10, 2023**.

The District will endeavor to keep these procedures up to date and based on the latest regulations and guidance. However, even if this plan is not updated, the District will abide by the latest, in effect regulations and guidance notwithstanding the fact that this plan has not been updated.

Authority, Responsibility, and Communication

The General Manager or authorized designee has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about these procedures in a language they understand.

- All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment.
- Reporting symptoms and COVID-19 hazards is required of all employees. If employees report symptoms, then they will not be penalized and the information will be treated as a confidential medical report and used only for permitted purposes such as management of COVID-19 risk, contact tracing, medical leave and workers compensation claim processing, and workplace accommodation.
- Employees will have access to testing during paid time when required by these procedures during outbreaks or close contact/potential exposure at the workplace at no cost to the employee. The District will make COVID-19 testing available at no cost to employees with COVID-19 symptoms during employees’ paid time.

- Employees and other people who visit the workplace will be notified of these policies and procedures.
- COVID-19 hazards include notice of COVID-19 exposure depending on the situation, including other employers who work at the site.

Panoche Water District's goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand. Employees should report COVID-19 symptoms and possible hazards to the supervisor first; then to the General Manager if they do not receive an answer from their supervisor. Our communication includes the following information:

- That employees are required to report symptoms, possible close contacts, and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness. Employees who wish to request or discuss a workplace accommodation should contact their supervisor or the General Manager.
- Where testing is required, how employees can access COVID-19 testing. Covid-19 testing is provided at no cost during paid work time to all employees of the District who had a close contact in the workplace.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

Application of the Panoche Water District Injury and Illness Prevention Program (IIPP)

COVID-19 is a recognized hazard in our workplace that is addressed through our IIPP, which will be effectively implemented and maintained to ensure the following:

- 1. When determining measures to prevent COVID-19 transmission and identifying and correcting COVID-19 hazards in our workplace:**
 - a. All persons in our workplace are treated as potentially infectious, regardless of symptoms, vaccination status, or negative COVID-19 test results.
 - b. COVID-19 is treated as an airborne infectious disease. Applicable State of California and local health department orders and guidance will be reviewed when determining measures to prevent transmission and identifying and correcting COVID-19 hazards. When applicable, COVID-19 prevention controls include:
 - i. Remote work.
 - ii. Physical distancing.
 - iii. Reducing population density indoors.
 - iv. Hand washing and sanitizing.
 - v. Cleaning and disinfecting the workplace
 - vi. Moving indoor tasks outside.
 - vii. Implementing separate shifts and/or break times.
 - viii. Restricting access to work areas.
 - ix. Wearing masks.
 - x. Employee self-screening for COVID-19 symptoms.

- xi. Employee reporting of COVID-19 symptoms in the workplace.
- xii. Offering testing at no cost during paid time to employees who had a close contact (with limited exceptions for recently returned cases, in an outbreak or in a major outbreak).
- xiii. Excluding infected employees from the workplace.

2. Training and instruction on COVID-19 prevention is provided in accordance with section 3203(a)(7):

- a. When this CPP was first established.
- b. To new employees.
- c. To employees given a new job assignment involving COVID-19 hazards and they have not been previously trained.
- d. Whenever new COVID-19 hazards are introduced.
- e. When we are made aware of new or previously unrecognized COVID-19 hazards.
- f. For supervisors to familiarize themselves with the COVID-19 hazards to which employees under their immediate direction and control may be exposed.

Appendix A COVID-19 **Training Roster** will be used to document this training.

3. Procedures to investigate COVID-19 illnesses at the workplace include:

- a. Determining the day and time a COVID-19 case was last present; the date of the positive COVID-19 tests or diagnosis; and the date the COVID-10 case first had one or more COVID-19 symptoms. Appendix B Investigating COVID-19 Cases will be used to document this information.
- b. Effectively identifying and responding to persons with COVID-19 symptoms at the workplace. **Panoche Water District** will investigate all interactions and areas where a COVID-19 positive case could have infected another worker including non-work common areas and document who and locations of potential exposure/close contact. Supervisors or their designees will seek information from employees regarding COVID-19 cases, close contacts, COVID-19 test results, and the onset of COVID-19 symptoms. Employees are required to report to their supervisor or the General Manager if they are experiencing COVID-19 symptoms, if they notice that any other employees or individuals in the workplace appear to be experiencing COVID-19 symptoms, if they have been in close contact with a COVID-19 positive individual, and if they have tested positive for COVID-19.

Where there is a COVID-19 case or close contact in the workplace, **Panoche Water District** limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until return-to-work requirements are met.
 - Reviewing current CDPH guidance for persons who had close contacts, including any guidance regarding quarantine or other measures to reduce transmission.
 - As explained further below, employees who are excluded from the workplace will be provided with information on available benefits.
- c. Encouraging employees to report COVID-19 symptoms and to stay home when ill.

Screening prior work beginning each day and staying home. Panoche Water District advises that all

employees self-monitor for temperature or symptoms prior to arrival at work. Anyone with a fever of 100.4 °F or greater (or reported feelings of feverishness), respiratory symptoms, or other Covid-19 symptoms in the prior 24 hours must not come to work.

Reporting COVID-19 symptoms. Employees are required to report to the General Manager or designee if they are experiencing COVID-19 symptoms, if they notice that any other employees or individuals in the workplace appear to be experiencing COVID-19 symptoms, if they have been in close contact with a COVID-19 positive individual, and if they have tested positive for COVID-19.

4. Effective procedures for responding to COVID-19 cases at the workplace include:

- a. Immediately excluding COVID-19 cases (including employees excluded under CCR, Title 8, section 3205.1) according to the following requirements:
 - i. COVID-19 cases who do not develop COVID-19 symptoms will not return to work during the infectious period.
 - ii. COVID-19 cases who develop COVID-19 symptoms will not return to work during the shorter of either of the following:
 - a. The infectious period.
 - b. Through 10 days after the onset of symptoms and at least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medication.
 - iii. Regardless of vaccination status, previous infection, or lack of COVID-19 symptoms, a COVID-19 case must wear a face covering in the workplace until 10 days have passed since the date that COVID-19 symptoms began or, if the person did not have COVID-19 symptoms, from the date of their first positive COVID-19 test.
 - iv. Elements i. and ii. apply regardless of whether an employee has been previously excluded or other precautions were taken in response to an employee's close contact or membership in an exposed group.
- b. Reviewing current **California Department of Public Health (CDPH)** guidance for persons who had close contacts, including any guidance regarding quarantine or other measures to reduce transmission.
- c. The following effective policies will be developed, implemented, and maintained to prevent transmission of COVID-19 by persons who had close contacts. **Panoche Water District** will investigate all interactions and areas where a COVID-19 positive case could have infected another worker including non-work common areas and document who and locations of potential exposure/close contact. Supervisor or their designees will seek information from employees regarding COVID-19 cases, close contacts, COVID-19 test results, and the onset of COVID-19 symptoms. Employees are required to report to the Ethics & Compliance Officer if they are experiencing COVID-19 symptoms, if they have been in close contact with a COVID-19 positive individual, and if they have tested positive for COVID-19. Employees that had a close contact with a positive COVID-19 case will be offered COVID-19 testing at no cost during their working hours, except for recently returned employee COVID-19 cases ("returned cases") without symptoms.
 - o Returned cases, means a COVID-19 case who was excluded from work but returned pursuant to subsection 3205(c)(5)(A) and did not develop any COVID-19 symptoms after returning. A person shall only be considered a returned case for 30 days after the initial onset of COVID-19 symptoms or, if the person never developed COVID-19 symptoms, for 30 days after the first positive test. If a period of other than 30 days is required by a CDPH regulation or order, that period shall apply.

We consider contact to be a "close contact" if it meets the definition in section 3205(b)(1), unless it is otherwise defined by CDPH; "infectious period" meets the definition in 3205(b)(9), unless it is otherwise defined by CDPH; and "worksite" meets the section 3205(b)(12) definition.

The District's investigation will include documenting the day and time of symptoms, when the individual tested positive, when the positive case was present at work, and where exposure could have occurred and been reduced. The COVID-19 positive case status, including testing and symptom timing and on-set, will be monitored..

Close contacts should wear a well-fitting mask around others for a total of 10 days, especially in indoor settings and when near those at higher risk for severe COVID-19 disease.

Confidentiality of cases and records shall be maintained unless required by a government entity or by written consent of the positive case.

- d. If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.
- e. If removal of an employee would create undue risk to a community's health, Panoche Water District may submit a request for a waiver to Cal/OSHA in writing to rs@dir.ca.gov to allow employees to return to work if it does not violate local or state health official orders for isolation, quarantine, or exclusion. In such cases, the District will implement and maintain effective control measures to prevent transmission of COVID-19 in the workplace including providing isolation for the employee at the workplace and, if isolation is not feasible, the use of respirators in the workplace.
- f. Upon excluding an employee from the workplace based on COVID-19 or a close contact investigation findings, Panoche Water District will provide excluded employees information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick leave, workers' compensation law, local governmental requirements, and District leave policies, exclusion pay, and leave guaranteed by contract. Supervisors or their designees will provide such information to employees, and answer any questions by employees regarding COVID-19 related benefits.
- g. If the finding of the investigation concludes that the employee did not contract COVID-19 or had a close contract at the workplace, the employee will not be eligible for exclusion pay and the employee must use his or her accrued sick leave and or vacation benefits for the duration of the exclusion period.

Testing of Close Contacts

COVID-19 tests are available at no cost, during paid time, to all employees who had a close contact in the workplace. These employees will be provided with the information outlined in paragraph (4)(f), above.

Exceptions are returned cases as defined in CCR, Title 8, section 3205(b)(11).

Notice of COVID-19 Cases

Employees and independent contractors who had a close contact, as well as any employer with an employee who had a close contact, will be notified as soon as possible, and in no case longer than the time required to ensure that the exclusion requirements of paragraph (4)(a) above, are met.

When Labor Code section 6409.6 or any successor law is in effect, Panoche Water District will:

- Provide notice of a COVID-19 case, in a form readily understandable to employees. The notice will be given to all employees, employers, and independent contractors at the worksite.
- Provide the notice to the authorized representative, if any of:
 - The COVID-19 case and of any employee who had a close contact.
 - All employees on the premises at the same worksite as the COVID-19 case within the infectious period.

The above will be completed by the General Manager, the relevant supervisor, or one of their designees, using Appendix B for documentation purposes, in accordance with the applicable law.

Face Coverings

Employees will be provided face coverings and required to wear them when required by a CDPH regulation or order. This includes spaces within vehicles when a CDPH regulation or order requires face coverings indoors. Face coverings will be clean, undamaged, and worn over the nose and mouth.

The following exceptions apply:

1. When an employee is alone in a room or vehicle.
2. While eating or drinking at the workplace, provided employees are at least six feet apart and, if indoors, the supply of outside or filtered air has been maximized to the extent feasible.
3. While employees are wearing respirators required by the employer and used in compliance with CCR, Title 8 section 5144.
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Such employees shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if the condition or disability permits it.
5. During specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

If an employee is not wearing a face covering due to exceptions (4) and (5), above, the COVID-19 hazards will be assessed, and action taken as necessary.

Employees will not be prevented from wearing a face covering, including a respirator, when not required by this section, unless it creates a safety hazard.

Respirators

Respirators will be provided for voluntary use to employees who request them and who are working indoors or in vehicles with more than one person. Employees who request respirators for voluntary use will be:

- Encouraged to use them.
- Provided with a respirator of the correct size.
- Trained on:
 - How to properly wear the respirator provided.
 - How to perform a user seal check according to the manufacturer's instructions each time a respirator is worn.
 - The fact that facial hair interferes with a seal.

The requirements of CCR, Title 8 section 5144(c)(2) will be complied with according to the type of respirator (disposable filtering face piece or elastomeric re-usable) provided to employees.

Ventilation

For our indoor workplaces we will:

- Review CDPH and Cal/OSHA guidance regarding ventilation, including the CDPH **Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments**. Panoche Water District will develop, implement, and maintain effective methods to prevent transmission of COVID-19, including one or more of the following actions to improve ventilation:
 - Maximize the supply of outside air to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.
 - In buildings and structures with mechanical ventilation, filter circulated air through filters at least as protective as Minimum Efficiency Reporting Value (MERV)-13, or the highest level of filtration efficiency compatible with the existing mechanical ventilation system.
 - Use High Efficiency Particulate Air (HEPA) filtration units in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission.
- Determine if our workplace is subject to CCR, Title 8 section 5142 Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation, or section 5143 General Requirements of Mechanical Ventilation Systems, and comply as required.

In vehicles, we will maximize the supply of outside air to the extent feasible, except when doing so would cause a hazard to employees or expose them to inclement weather. Reporting Recordkeeping and Access.

Appendix B **Investigating COVID-19 Cases** will be used to keep a record of and track all COVID-19 cases. These records will be kept by the Ethics and Compliance Officer and retained for two years beyond the period in which it is necessary to meet the requirements of CCR, Title 8, sections 3205, 3205.1, 3205.2, and 3205.3.

The notices required by subsection 3205(e) will be kept in accordance with Labor Code section 6409.6 or any successor law.

The District will:

- Report information about COVID-19 cases and outbreaks at our workplace to Cal/OSHA and the local health department whenever required by law, and provide any related information requested by the local health department.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Procedures (CPP).
- The CPP will be available to employees, authorized employee representatives, and to representatives of Cal/OSHA.
- Document and keep a record of and track all Covid-19 cases.
- Maintain the confidentiality of private medical information.

This CPP is approved by Panoche Water District's General Manager:

Signature: _____

Date: October 10, 2023

Print: Patrick McGowan

See the Appendixes and Addendum Policies attached to this CPP for more details regarding training, investigating COVID-19 cases, COVID-19 outbreaks, and COVID-19 prevention in employer-provided transportation.

Appendix A: Panoche Water District COVID-19 Training Roster

Date training completed: _____

Person that conducted the training: _____

Type: Initial Training Annual Training Changes/Updates

| Employee Name | Signature |
|---------------|-----------|
| | |
| | |
| | |
| | |
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| | |
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| | |

| Employee Name | Signature |
|----------------------|------------------|
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Appendix A: Panoche Water District COVID-19 Training Roster, 4.2023

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Appendix B: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee required medical records will be kept confidential unless disclosure is required or permitted by law. Unredacted information on COVID-19 cases will be provided to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH) immediately upon request, and when required by law.

Date COVID-19 case (suspect or confirmed) became known:

Date investigation was initiated:

Name of person(s) conducting the investigation: Lorena Chagoya

COVID-19 Case Summary

| Name | Contact Info | Occupation | Location | Last day and time present | Date of positive test and/or diagnosis | Date of first symptoms |
|------|--------------|------------|----------|---------------------------|--|------------------------|
| | | | | | | |

Summary of employees, independent contractors, and employees of other employers that came in close contact.

| Name | Contact Info | Date notified | Date offered COVID-19 testing (employees only) |
|------|--------------|---------------|--|
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

Summary notice of a COVID-19 case (employees, employers, independent contractors) – during the infectious period and regardless of a close contact occurring.

| Name | Date notified |
|------|---------------|
| | |

| Name | Date notified |
|-------------|----------------------|
| | |
| | |
| | |
| | |

Summary notice of a COVID-19 case (authorized representative of the COVID-19 case and employee who had close contact).

| Name | Date notified |
|-------------|----------------------|
| | |
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| | |
| | |
| | |

What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?

Employee contracted outside of work.

What could be done to reduce exposure to COVID-19?

Employee contracted outside of work.

Was local health department notified? Date?

- Yes** **Date:** _____
- No**

Addendum 1- COVID-19 Outbreaks

This addendum applies if three or more employee COVID-19 cases within an exposed group visited the workplace during their infectious period at any time during a 14-day period, unless a CDPH regulation or order defines outbreak using a different number of COVID-19 cases and/or a different time period.

This addendum will stay in effect until there are one or fewer new COVID-19 cases detected in the exposed group for a 14-day period.

COVID-19 Testing

We immediately provide COVID-19 testing available at no cost to our employees within the exposed group, regardless of vaccination status, during employees' paid time, except for returned cases and employees who were not present at the workplace during the relevant 14-day period(s).

Additional testing is made available on a weekly basis to all employees in the exposed group who remain at the workplace.

Employees who had close contacts will have a negative COVID-19 test taken within three to five days after the close contact or will be excluded and follow our return-to-work requirements starting from the date of the last known close contact.

Face Coverings

Employees in the exposed group, regardless of vaccination status, will wear face coverings when indoors, or when outdoors and less than six feet from another person, unless one of the exceptions in our CPP applies.

Respirators

Employees will be notified of their right to request and receive a respirator for voluntary use, as stipulated in our CPP.

COVID-19 investigation, review, and hazard correction

Panoche Water District will perform a review of potentially relevant COVID-19 policies, procedures and controls, and implement changes as needed to prevent further spread of COVID-19 when this addendum initially applies and periodically thereafter. The investigation, review, and changes will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient supply of outdoor air to indoor workplaces.
 - Insufficient air filtration.
 - Insufficient physical distancing.
- Review updated every 30 days that CCR, Title 8 section 3205.1 continues to apply:
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Any changes implemented to reduce the transmission of COVID-19 based on the investigation and review, which may include:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing the outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing to the extent feasible.
 - Requiring respiratory protection in compliance with CCR, Title 8 section 5144.
 - Other applicable controls.

Ventilation

Buildings or structures with mechanical ventilation will have recirculated air filtered with Minimum Efficiency Reporting Value (MERV)-13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, filters with the highest compatible filtering efficiency will be used. High Efficiency Particulate Air (HEPA) air filtration units will be used in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission.

Major Outbreaks

The following will be done while CCR, Title 8 section 3205.1 applies if 20 or more employee COVID-19 cases in an exposed group visited the worksite during their infectious period within a 30-day period:

The COVID-19 testing will be required of all employees in the exposed group, regardless of vaccination status, twice a week or more frequently if recommended by the local health department. Employees in the exposed group will be tested or excluded and follow our CPP return to work requirements. The twice a week testing requirement ends when there are fewer than three new COVID-19 cases in the exposed group for a 14-day period. We will then follow weekly testing requirement until there are one or fewer new COVID-19 cases in the exposed group for a 14-day period.

Report the outbreak to Cal/OSHA.

- Provide respirators for voluntary use to employees in the exposed group, encourage their use, and train employees according to CCR, Title 8 section 5144(c)(2) requirements.
- Any employees in the exposed group who are not wearing respirators as required will be separated from other persons by at least six feet, except where it can be demonstrated that at least six feet of separation is not feasible, and except for momentary exposure while persons are in movement. Methods of physical distancing include:
 - Telework or other remote work arrangements.
 - Reducing the number of persons in an area at one time, including visitors.
 - Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel
 - Staggered arrival, departure, work, and break times.
 - Adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.

When it is not feasible to maintain a distance of at least six feet, individuals will be as far apart as feasible.

This addendum will apply if there is employer-provided motor vehicle transportation to and from work, during the course and scope of employment, which is provided, arranged for, or secured by an employer regardless of the travel distance or duration involved.

The requirements of our CPP will be complied with within a vehicle, including how a COVID-19 case will be responded to.

Assignment of transportation

To the extent feasible:

- Transportation will be assigned such that cohorts travel and work together, separate from other workers.
- Employees who usually maintain a household together shall travel together.

PANOCHE WATER DISTRICT**RESOLUTION NO. 842-23****RESOLUTION AUTHORIZING EXECUTION OF SAN LUIS & DELTA-MENDOTA WATER AUTHORITY LONG-TERM NORTH TO SOUTH WATER TRANSFER PROGRAM ACTIVITY AGREEMENT AND RELATED ACTIONS**

WHEREAS, Panoche Water District (the “District”) is a California water district established in 1953 with statutory authority pursuant to California Water District Law (Water Code sections 34000-38500) to provide water service to users spanning over 38,000 acres in the Central Valley of California. The District is a multi-county district located on the west side of the San Joaquin Valley, spanning portions of Merced and Fresno Counties, and is authorized, pursuant to the California Constitution, to levy rates and charges for the services the District provides; and

WHEREAS, since approximately 1990, the District has suffered chronic shortages in the water supply available from the Central Valley Project (“CVP”) to the District pursuant to its water service and water repayment contracts with the United States; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that shortages in the 94,000 acre-feet of water available to the District under its existing repayment contract for Central Valley Project water are likely to continue to occur in most years; and

WHEREAS, to help offset these shortages, the District participates in water transfers made available to the District through the San Luis & Delta-Mendota Water Authority (the “Water Authority”), of which the District is a member; and

WHEREAS, in October 2012, the Water Authority Board of Directors adopted Resolution No. 2012-356, which authorized execution of a Long-Term North to South Water Transfer Program Activity Agreement, which, as amended, provided for water transfers through 2024, and of which the District is a Participant; and

WHEREAS, the Water Authority has joined with the United States Bureau of Reclamation (“Reclamation”) to conduct environmental reviews under the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”) for a long-term program to transfer water after 2024 from willing sellers to participants in a subsequent activity agreement; and

WHEREAS, the Water Authority has developed a new North to South Water Transfers Activity Agreement (the “2025 North to South Transfers Activity Agreement”), attached hereto as Exhibit A, for participating Water Authority members who desire to participate in the water transfers covered by the 2025 North to South Transfers Activity Agreement and the pending environmental review above; and

WHEREAS, the 2025 North to South Transfers Activity Agreement authorizes annual coordination of water transfer activities and specifies that the costs of the water transfers, including preparation, defense, or both of the documents prepared pursuant to NEPA and CEQA will be paid by 2025 North to South Transfer Activity Agreement Participants; and

WHEREAS, on September 14, 2023, the Water Authority Board of Directors authorized execution of the 2025 North to South Transfers Activity Agreement; and

WHEREAS, the Board has considered the 2025 North to South Transfers Activity Agreement; and

WHEREAS, the Board authorizing execution of the 2025 North to South Transfers Activity Agreement does not legally bind or otherwise commit the District to participate in or otherwise proceed with water transfers; and

WHEREAS, the Board has reviewed NEPA and CEQA, including their relevant implementing regulations.

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the Panoche Water District that:

1. The Board finds that the above Recitals are true and correct.
2. The District executing the 2025 North to South Transfers Activity Agreement is an administrative and organizational action that will not result in a direct change in the environment or a reasonably foreseeable indirect change to the environment, and thus does not constitute a project as defined by CEQA as provided for by CEQA Guidelines section 15378(b)(5).
3. The Board hereby authorizes and directs the General Manager to execute the 2025 North to South Transfers Activity Agreement in substantially the form presented in Exhibit A, subject to any immaterial additions, deletions, or other revisions the General Manager shall approve prior to execution; *provided*, however, that any such immaterial changes are determined by the District’s General Counsel to be consistent with this Resolution.
4. The General Manager, or his delegee, is authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to complete the action authorized by this Resolution.

PASSED AND ADOPTED this 10th day of October, 2023, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

AYES: _____
 NOES: _____
 ABSENT: _____
 ABSTAIN: _____

Aaron Barcellos, President
Panoche Water District

Attest:

Steve Fausone, Secretary

**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 following 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 10th day of October, 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 10th day of October, 2023.

STEVE FAUSONE
Secretary of Panoche Water District

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
NORTH TO SOUTH WATER TRANSFERS
ACTIVITY AGREEMENT

This Activity Agreement (“**Activity Agreement**”) is entered into as of this ____ day of ____ 2023, by and among the San Luis & Delta-Mendota Water Authority (“**Water Authority**”), a joint powers agency of the State of California, and its members who execute this Agreement, who are hereinafter referred to jointly by the plural term “**Activity Agreement Members.**” Capitalized terms used in this Activity Agreement will have the meanings set forth in Section 2 below.

1. RECITALS

A. The parties to this Activity Agreement, together with certain other local agencies have entered into an amended and restated Joint Exercise of Powers Agreement - San Luis & Delta-Mendota Water Authority dated as of January 1, 1992 (the “**JPA**” or “**JPA Agreement**”), by and among the parties indicated therein, establishing the Water Authority for the purpose of exercising the common powers of the members, including the powers described in this Activity Agreement.

B. The Activity Agreement Members each are empowered, among other powers, to provide water service to lands within their boundaries; to contract with the United States, the State and other public agencies, mutual water companies, and other private parties for such purposes; to control the quality of water accepted into their respective systems; to transfer water and to purchase water in order to maximize the efficient, beneficial use of the water supplies available; and to adopt rules and regulations necessary to exercise such powers.

C. The Activity Agreement Members have each entered into repayment contracts with the United States for water service from the Central Valley Project (“**CVP**”) for irrigation and/or M&I purposes within their respective jurisdictional areas and receive water conveyed through the Delta-Mendota Canal, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

D. Since 1992, the Activity Agreement Members in most years have received less than the full contract allocations provided for in their CVP repayment contracts because of hydrologic conditions and/or regulatory constraints, and the Bureau of Reclamation (“**Reclamation**”) has projected continued shortages of such allocations in the future.

E. To plan more efficiently in advance for water shortages, the Water Authority is cooperating with Reclamation and local agencies to prepare environmental review documents under the California Environmental Quality Act (“CEQA”) and the National Environmental Protection Act (“NEPA”) that would facilitate water transfers to supplement irrigation and/or municipal and industrial water supplies during years of south-of-Delta water shortages.

F. The proposed North to South Water Transfers Environmental Impact Statement/Environmental Impact Report (“**Water Transfers EIS/EIR**”) is intended to provide the environmental analysis and coverage for annual water transfers from willing sellers north of the Delta and from tributaries of the San Joaquin River, as will be more particularly described in the EIS/EIR, to willing buyers south of the Delta and in the San Francisco Bay Area, as will be more particularly described in the EIS/EIR; the EIS/EIR would analyze supplemental water transfer agreements.

G. While the Water Transfers EIS/EIR will consider the environmental effects of a prescribed quantity of potential annual water transfers developed and delivered in accordance within specific parameters, individual transfers made pursuant to the EIS/EIR will be negotiated separately by the Water Authority or by individual Activity Agreement Members and each seller.

H. Water transfers arranged by the Water Authority for the benefit of the Activity Agreement Members through water transfer agreements covered by the Water Transfers EIS/EIR will be administered according to the terms of this Activity Agreement, and consistent with the provisions of those individual water transfer agreements.

I. Water transfers arranged by individual Activity Agreement Members for their own respective benefit through water transfer agreements covered by the Water Transfers EIS/EIR will be administered by the respective Activity Agreement Member(s) and will not be subject to this Activity Agreement, except with respect to Activity Agreement Expenses applicable to the Water Transfers EIS/EIR and the provisions of Section 8.A. below.

J. Each of the participants of this Agreement desires to join in the benefits and is willing to incur the obligations of preparing and if necessary, defending, the Water Transfers EIS/EIR and of receiving the benefits and incurring obligations necessary to arrange and implement water transfers covered by the Water Transfers EIS/EIR.

K. Nothing in this agreement restricts Activity Agreement members from pursuing water transfers that are not covered by the Water Transfers EIS/EIR.

L. The Water Authority and each of the Activity Agreement Members have shared, and continue to share, a common interest in sharing information and resources reasonably necessary to accomplish the purpose in this Activity Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Activity Agreement Members and the Water Authority agree as follows:

2. DEFINITIONS

A. “**Activity Agreement**” or “**Agreement**” will mean this North to South Water Transfers Activity Agreement.

B. “**Activity Agreement Expenses**” will mean the direct expenses described in this subsection that are incurred by the Water Authority in order to implement this Activity Agreement, together with a share of Water Authority Administration Costs allocable to members of this Agreement; “**Activity Agreement Expenses**” will expressly include, but not be limited to the following categories of expenses:

i. Costs and fees incurred by the Water Authority to prepare, approve and certify the Water Transfers EIS/EIR, including related consultant and legal expenses;

ii. Costs and fees incurred by the Water Authority to defend the Water Transfers EIS/EIR, including related consultant and legal expenses, e.g. attorneys’ fees, court filing fees, and out-of-pocket expenses (“**Litigation Costs**”);

iii. Other Water Authority costs and fees associated with the Water Transfers EIS/EIR;

iv. Costs and fees associated with developing, implementing, maintaining, amending or terminating this Activity Agreement; and

v. All costs incurred by the Water Authority in pursuing, negotiating, providing environmental review, defending litigation, holding third parties harmless or administering any executed or proposed Water Authority Transfer Agreement.

C. “**Activity Agreement Member**” will mean a member of the Water Authority who is signatory to this Agreement. Water Authority members must inform the Water Authority by mail, e-mail or fax of their decision to participate in this Agreement on or before October 31, 2023.

The Activity Agreement Members are listed on Exhibit “A” attached hereto, as updated by agreement of the Activity Agreement Members from time to time; such updated Exhibit “A” shall be attached hereto and replace all prior versions of Exhibit “A”.

D. “**Administration Agreement(s)**” will mean those certain agreements between the Water Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA.

E. “**Allocation Ratio**” will mean an Activity Agreement Member’s respective share of benefits and obligations under this Agreement and will be based upon each Activity Member’s respective CVP water supply contract quantity for irrigation (including contract assignment quantities) as of the date hereof compared to the total CVP water supply contract quantity for irrigation (including contract assignment quantities) of Activity Agreement Members sharing in the specified benefit or obligation. “Allocation Ratio” for Transfer Participants is further described in Section 8.D of this Agreement.

F. “**Board of Directors**” will mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

G. “**Fiscal Year**” will mean the Water Authority’s March 1 through February 28/29 fiscal year.

H. “**Independent Covered Sacramento River Transfer**” will mean a Transfer from one of the potential Sacramento River sellers identified in the Water Transfers EIS/EIR’s “Sacramento River Area of Analysis” that relies on the Water Transfers EIS/EIR, and that an Activity Agreement member intends to, or does in fact pursue and/or implement, independent of the Water Authority.

I. “**JPA**” or “**JPA Agreement**” will mean that certain Amended and Restated Joint Exercise of Powers Agreement effective January 1, 1992, establishing the Water Authority.

J. “**Transfer Agreement**” and “**Transfer(s)**” and “**Transfer Water**” will mean or refer to a transfer agreement or the water acquired by means of a transfer agreement with a seller identified in the Water Transfers EIS/EIR.

K. “**Transfer Costs**” will mean any and all annual costs, such as option payments or payments for water purchased and Water Authority Administration Costs that are incurred by the Water Authority to acquire water in any Water Year under the terms of a Transfer Agreement.

L. **“Transfer Participant”** means an Activity Agreement Member that has elected to participate for the respective Water Year in a Transfer Agreement and **“Transfer Participants”** means the group of such Activity Agreement Members.

M. **“Water Authority”** will mean the San Luis & Delta-Mendota Water Authority.

N. **“Water Authority Administration Costs”** will mean Water Authority general administration expenses, including rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums salaries and wages of employees including payment in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers, and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses, a percentage of which will be allocated to this Activity Agreement by the Water Authority.

O. **“Water Year”** will mean the period March 1-February 28/29.

P. **“Year”** will mean a calendar year.

Q. All other capitalized terms used herein will have the meanings ascribed to them in this Activity Agreement, and capitalized terms in any of the water transfer agreements being pooled for administration under this Activity Agreement will have the meanings ascribed under such individual agreement; provided, that in the event of any conflicts, the terms of this Activity Agreement will prevail to determine such meanings.

3. PURPOSE OF AGREEMENT

A. The purpose of this Activity Agreement is to allow, through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate, the Activity Agreement Members to participate through the Water Authority in the benefits, and to share the obligations of, preparing, adopting, and defending environmental documentation for Transfer Agreements under the terms set forth herein and as set forth in each of the Transfer Agreements, respectively.

B. The parties acknowledge and agree that the Water Authority’s role in this Activity Agreement is to: (1) provide the umbrella joint powers agreement pursuant to which the parties may exercise their common powers and to provide services at the expense of the Activity Agreement Members; (2) facilitate environmental reviews for potential annual north to south Transfers; and (3) provide administrative services relating to acquiring Transfer Water pursuant to NORTH TO SOUTH WATER TRANSFERS ACTIVITY AGREEMENT

this Activity Agreement, including, but not limited to, providing notices; negotiating and acquiring the purchase of Transfer Water; coordinating and executing conveyance/forbearance agreements; calculating water allocations; collecting and submitting schedules from Activity Agreement Members to the California Department of Water Resources (“DWR”) or Reclamation if necessary under any of the Transfer Agreements anticipated herein; providing advance funding for water acquired through said agreements; and providing billing and accounting services to the Activity Agreement Members during the term thereof.

C. Transfers arranged by individual Activity Agreement Members for their own respective benefit from sellers other than the Independent Covered Sacramento River Transfers that are covered by the Water Transfers EIS/EIR will be administered by the respective Activity Agreement Member(s) and will not be subject to this Agreement, except that such Activity Agreement Members will remain obligated to pay their Allocation Ratios of Activity Agreement Expenses.

4. ORGANIZATION

A. The business of this Activity Agreement will be conducted by the Water Authority at large and therefore governed by the Board of Directors. However, it is recognized that at some time in the future the Activity Agreement Members may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement. Within twenty-four (24) months of the Effective Date, the Activity Agreement Members will evaluate whether to facilitate the formation of an Activity Agreement steering committee. If the Activity Agreement Members unanimously agree, upon that agreement, the Board of Directors of the Authority will consider establishing the organizational structure proposed by the Activity Agreement Members, which will be described in an amendment to this Activity Agreement, and that organizational structure may then serve as the governing body for this Activity Agreement.

5. POWERS RESERVED TO BOARD OF DIRECTORS AND LIMITATIONS THEREON

A. The Board of Directors will have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of staff and approval of the Activity Agreement Members; provided, the Board of Directors may only alter an Activity Agreement annual budget in a manner consistent with the Activity Agreement Members’ recommendation.

B. The Board of Directors will have the right, upon recommendation of or in consultation with staff and the approval of Activity Agreement Members, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement; providing, that no amendment of this Activity Agreement will be required to add new Activity Agreement Members prior to completion of the Water Transfers EIS/EIR.

C. The Board of Directors will have the right, upon the recommendation of or in consultation with staff, and the approval of the Activity Agreement Members, in the form of formal Board action, to authorize execution of all Transfer Agreements pursuant to this Activity Agreement.

D. The Board of Directors will have the right, upon the recommendation of or in consultation with staff, and the approval of the Activity Agreement Members, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Water Authority arising from this Activity Agreement; provided if that action is taken at the request of the Activity Agreement Members then the costs for such action will be borne by the Activity Agreement Members.

E. The Board of Directors delegates to staff the power to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement, without the required approval of the Board of Directors except as specifically provided in this Section 5. This delegation will specifically include, but not be limited to, the power to enter into contracts within approved Activity Agreement budgets.

6. ACCOUNTABILITY, REPORTS, AND AUDITS

A. Full books and accounts for this Activity Agreement will be maintained by the Water Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records will be open to inspection by Activity Agreement Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

B. There will be strict accountability of all funds deposited on behalf of the Activity Agreement with the Water Authority. The Treasurer of the Water Authority, directly or acting through its Accounting Department, will provide regular reports of Activity Agreement accounts. Funds of the Activity Agreement will be subject to audit by the official auditor of the Water Authority. An Activity Agreement Member may request an independent audit of the Activity Agreement.

NORTH TO SOUTH WATER TRANSFERS ACTIVITY AGREEMENT
Page 7 of 19

Agreement funds; such audit will be conducted at the expense of the requesting Activity Agreement Member.

7. AUTHORIZATION TO ALLOCATE ACTIVITY AGREEMENT EXPENSES

Each member of the Water Authority has entered into an Administration Agreement which authorizes agreement(s) by and among the Water Authority and any of its members or other entities (including Friends of the Water Authority) to provide for undertaking and sharing costs and benefits of any authorized activity of the Water Authority.

A. The Water Authority and the Activity Agreement Members agree that all Activity Agreement Expenses incurred by the Water Authority under this Agreement are the expenses of the Activity Agreement Members, and not of the Water Authority, and will be paid by the Activity Agreement Members based upon the terms of this Agreement and their respective Allocation Ratios for such costs.

B. The Activity Agreement Members agree that Transfer Costs are the expenses of the Transfer Participants of each respective Transfer Agreement during a particular Water Year and not of non-participating Activity Agreement Members or of the Water Authority; such costs will be paid by the Transfer Participants of each respective Transfer Agreement based upon the terms of this Agreement and their respective Allocation Ratios for such costs.

8. PARTICIPATION IN ANNUAL TRANSFERS

A. Process for Participation:

i. On or before January 1, the Water Authority will conduct by written instrument a survey of the Activity Agreement Members to determine the preliminary quantity of Transfer Water desired by such Activity Agreement Member during such Water Year. Included in the survey response, each Activity Agreement Member shall include a notice of intent (affirmative or negative) to conduct an Independent Covered Sacramento River Transfer. Activity Agreement Member(s) responding in the affirmative will not be included in any negotiations or development of terms or conditions of potential Water Authority Transfers with sellers in the Sacramento River Area of Analysis included in the Water Transfers EIS/EIR. However, without compromising the confidentiality of negotiations with the Activity Agreement Members not seeking an Independent Covered Sacramento River Transfer, the Water Authority may coordinate with the Activity Agreement Member(s) seeking such Independent Covered Sacramento River Transfer. The

response to surveys will be the basis for the Water Authority to initiate activities to obtain transfers needed to meet the preliminary quantity desired by Activity Agreement Members.

ii. On or before March 1 of each Water Year, those Activity Agreement Members seeking an Independent Covered Sacramento River Transfer shall provide final written notice of their intent to conduct such a Transfer. If any member provides affirmative notice to conduct such a Transfer(s), it shall be excluded from any Water Authority Water Transfer(s) from potential sellers in the Sacramento River Area of Analysis included in the Water Transfers EIS/EIR for that Water Year.

iii. On or before April 15 of each Water Year, each Activity Agreement Member will notify the Water Authority of its election to participate in or to opt out of each Transfer available for such Water Year, and the total quantity of water it desires to acquire through such Transfer(s).

iv. For Activity Agreement Members seeking to acquire water hereunder during a particular Water Year, the Water Authority will allocate shares of water under each respective Transfer for such Water Year, until the requested amounts have been fully allocated or until no Transfer Water remains.

B. Negotiation for Transfer Agreements:

i. After obtaining information from potential sellers, the Water Authority will: (1) circulate to the Activity Agreement Members proposed term sheets for each proposed Transfer for such Water Year, (2) consult with Activity Agreement Members as to their interest in each proposed Transfer for such year, and (3) obtain their directions for any counter-proposals. These steps may be repeated until the Water Authority has sufficient information to proceed to negotiate final terms with proposed sellers.

ii. The Water Authority will execute any Transfer Agreement only when it has the commitment in writing of at least one Activity Agreement Member to participate in such agreement to the full extent of the required purchase of such Transfer Water.

C. Election Binds Transfer Participants: Except for costs identified as Activity Agreement Expenses and as otherwise set forth in this Section C, once an Activity Agreement Member has provided notice of its election to participate in specific Transfers for such Water Year, it becomes a Transfer Participant for such Transfers and is obligated to pay for its Allocation Ratio of the Annual Costs for such Transfers for that Water Year.

Any Transfer Participant may be relieved of its obligations under any particular Transfer Agreement if it obtains the written agreement of one or more Activity Agreement Members, with notice to the Water Authority, to fully assume the Allocation Ratio of obligations and benefits of such Activity Agreement Member relating to the particular Transfer for such Water Year.

D. Allocation Ratio for Transfers: Transfer Water and Transfer Costs for each Transfer during the Water Year will be allocated among the Transfer Participants that have given notice of their election to participate in the respective transfers based upon the Allocation Ratio for each Transfer Participant obtained by dividing such participant's Exhibit "A" Contract Quantity by the total of the Exhibit "A" Contract Quantities for all the Transfer Participants in each such Transfer in that Water Year.

E. Documentation of Transfers: It is the intent of the Water Authority and the Activity Agreement Members to enter into Transfer Agreements with willing sellers as opportunities arise. A copy of each Transfer Agreement will be provided to an Activity Agreement Member upon request. Additional supplemental Transfer Water will be administered and allocated amongst the Activity Agreement Members according to the terms set forth in this Agreement without further action required by the Water Authority, its Board of Directors, or the Activity Agreement Members.

9. SCHEDULING

The Water Authority, in consultation with Reclamation and/or DWR and the Activity Agreement Members, will develop a process for the scheduling of the water allocated that will be subject to modification from time to time by agreement of the parties, without formal amendment of this Agreement being required.

10. PAYMENT FOR ACTIVITY AGREEMENT EXPENSES AND FOR TRANSFER COSTS

A. The Water Authority, in consultation with the Activity Agreement Members, will develop a process for payment of costs and timing of payments based on the principles set forth below.

i. Following annual budget approval, the Water Authority will bill each Activity Agreement Member for approved Activity Agreement Expenses as part of the first billing it prepares for such Activity Agreement Member each year, and payment will be due at the same

time as payment for all other amounts included on such billing. Additional Activity Agreement Expenses will be included in subsequent billings as approved and/or incurred, on a quarterly basis.

ii. The Water Authority will bill each Activity Agreement Member for Activity Agreement Expenses relating to the Water Transfers EIS/EIR, including Litigation Costs, as incurred, in accordance with the allocation ratios identified in Exhibit “A.”

iii. The Water Authority will bill the respective Transfer Participants in each Transfer Agreement set forth in Exhibit “B” for a particular Water Year for the Transfer Costs for all Transfers in which such Transfer Participant is participating. The Water Authority will provide a monthly billing to each such Transfer Participant and each such Transfer Participant will remit payment within thirty (30) days of receipt of such bill. The Water Authority will promptly remit such sums to the appropriate selling agency consistent with each respective seller’s Transfer Agreement. Complete details for pricing and payments required under each of the Transfer Agreements, and the timing of those payments, is set forth in each respective Transfer Agreement. Terms for payment to the Water Authority may be adjusted annually without formal amendment of this Agreement.

iv. The Water Authority will bill each Transfer Participant for DWR wheeling charges and energy charges allocated to such Transfer Participants share of Transfer Water promptly following receipt of invoices for such charges. Payment will be due within ten (10) days of such billing, and the Water Authority will promptly remit such sums as appropriate.

B. In the event a Transfer Participant obtains the agreement of one or more Activity Agreement Members to fully assume the Allocation Ratio of such Transfer Participant as discussed in Section 8.C, the Water Authority will have no responsibility to track resulting changes in allocations of Transfer Water or Transfer Costs until it receives a copy of the writing memorializing the allocation adjustment.

C. Within sixty (60) days following the end of each Fiscal Year during the term of this Activity Agreement, the Water Authority will calculate adjustments to take into account differences between amounts collected from each Activity Agreement Member and actual expenditures made pursuant to the Activity Agreement, including Activity Agreement Expenses and Transfer Costs, on behalf of such Activity Agreement Member. Immediately following such calculation of adjustments, the Water Authority will provide notice of credits or bills for additional charges to the Activity Agreement Members. Each Activity Agreement Member may elect to

obtain refunds or to apply any credit balance and will remit payment of bills for additional amounts within thirty (30) days.

D. Litigation Costs will be billed to the Activity Agreement Members consistent with the Allocation Ratio identified in Exhibit “A” to the Activity Agreement in all years in which litigation is pending.

E. Within sixty (60) days following the end of each Fiscal Year during the term of this Activity Agreement, each Activity Agreement Member will report to the Water Authority and all other Activity Agreement Members the total quantity of water delivered to that Activity Agreement Member in the prior Fiscal Year pursuant to the Water Transfers EIS/EIR, including Transfers made outside of the Water Authority’s Transfer activities, including but not limited to Independent Covered Sacramento River Transfer(s).

F. Within sixty (60) days following the final resolution of any litigation relating to the Water Transfers EIS/EIR, the Water Authority will calculate the total amount of Litigation Costs for that litigation. The amount of Litigation Costs allocated to each Activity Agreement Member will be based on the total quantity of water delivered to each Activity Agreement Member. The Water Authority will then make adjustments to each Activity Agreement Member’s share of such Litigation Costs. Immediately following such calculation of adjustments, the Water Authority will provide notice of credits or bills for additional charges to the Activity Agreement Members. Each Activity Agreement Member may elect to obtain refunds or to apply any credit balance and will remit payment of bills for additional amounts within thirty (30) days.

11. SOURCE OF PAYMENTS

Each Activity Agreement Member agrees that it will at all times have sufficient money to meet its obligations hereunder and under the JPA Agreement. Each Activity Agreement Member hereby confirms that the Water Authority and other Activity Agreement Members are third party beneficiaries of such Activity Agreement Member’s obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

12. INDEMNIFICATION OF AUTHORITY MEMBERS WHO DO NOT PARTICIPATE IN THIS ACTIVITY AGREEMENT

The Activity Agreement Members will hold the Water Authority and each of its members who is not an Activity Agreement Member, free and harmless from and indemnify each of them

against any and all costs, losses, damages, claims and liabilities arising from this Agreement. This indemnification obligation includes the obligation of the Activity Agreement Members to defend the Water Authority, and all members of the Water Authority that are not participants in this Activity Agreement, at the sole expense of the Activity Agreement Members, in any action or proceeding brought against the Water Authority or any of its members not participating in this Activity Agreement to recover any such costs, losses, damages, claims or liabilities arising from this Activity Agreement, as well as the obligation to pay for any and all costs of litigation incurred by the Water Authority as a result of entering into this Agreement. Such costs may include, but are not limited to, attorney's fees and costs incurred by the Water Authority pursuant to approved budgets to defend the Water Transfers EIR/EIS, to defend any action of the Water Authority relating to acquisition of any Transfer Water, any award of attorneys' fees and/or costs of litigation awarded to a complaining party, and any other costs of litigation or defense, including any such costs incurred by the Water Authority arising under any of the water transfer agreements.

13. TERM

This Agreement will take effect on **November 13, 2023 ("Effective Date")**, assuming execution by the Water Authority and at least **two (2)** Water Authority members prior to that date, and will be retroactive for costs incurred in pursuit of the Water Transfers EIS/EIR or the development of this Activity Agreement and will remain in full force and effect through the term of the Water Transfers EIS/EIR, or until all obligations arising under each of the water transfer agreements have been satisfied, whichever comes later.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

A. **An Activity Agreement Member may withdraw from this Agreement at any time by obtaining the agreement of one or more other Activity Agreement Members to fully assume the benefits and the obligations pertaining to the withdrawing Activity Agreement Member and by satisfying the process and requirements set forth in this Section 14.**

B. Notice and Effective Date: An Activity Agreement Member may withdraw from this Activity Agreement at any time by providing written notice to the Authority and the other Activity Agreement Members. The withdrawal shall be effective thirty (30) days after sending the written notice.

C. Payment of Obligations: Withdrawal is conditioned upon the withdrawing Activity Agreement Member ensuring to the satisfaction of the other Activity Agreement Members that there are no adverse impacts to those members from the withdrawal. This may occur via the withdrawing Activity Agreement Member's payment or agreement to pay its share of all debts, liabilities, and obligations of the Water Authority pursuant to this Activity Agreement and incurred prior to the effective date of such withdrawal. A withdrawing party shall, within thirty (30) days of the withdrawal date, pay all such Activity Agreement Member's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement or enter into an agreement acceptable to the Authority for continuing payment of such obligations until fully paid.

D. Rights Following Withdrawal: As of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Agreement Member.

E. Obligations Following Withdrawal: Withdrawal shall not excuse the withdrawing Activity Agreement Member's performance of obligations imposed upon that party by any judgment which has been entered by a court of competent jurisdiction or regulation to which the Authority or the Activity Agreement Members are subject and that arise from or are related to activities of the Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Activity Agreement. Furthermore, the indemnification obligations set forth in Section 12 of this Activity Agreement shall survive a party's withdrawal from this Activity Agreement for activities under this Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Agreement.

15. ADMISSION OF NEW MEMBERS

No additional members of the Water Authority may become participants of this Agreement without the written consent of all of the other Activity Agreement Members and of the Board of Directors. The admission of any Activity Agreement Member pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement. Upon admission of a new Activity Agreement Member, the parties shall agree to the participation percentage of such new Activity Agreement Member, to be documented in an amendment to this Activity Agreement and Exhibit "B" to this Activity Agreement.

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16. MISCELLANEOUS

A. California Environmental Quality Act: The physical, operational, and financial details of the identified range of potential annual north to south water transfers over a ten to 20-year period will be analyzed by the Water Authority as lead agency pursuant to the California Environmental Quality Act (“CEQA”) in its planned Water Transfers EIS/EIR prepared with Reclamation. The Water Authority has not yet prepared or certified an EIR, but plans to do so in the future. The Water Authority plans to concurrently consider adoption of CEQA Findings of Fact, Mitigation Measures, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations. The Water Authority and/or Activity Agreement Members may be responsible agencies under CEQA for actions related to water transfers; however, the actions contemplated by this Activity Agreement have no potential for physical effects on the environment. Each potential activity subject to this Activity Agreement or other related agreements has been or will be fully evaluated in compliance with CEQA, as applicable. This Activity Agreement does not, and is not intended to, bind any party to a definite course of action or limit in any manner the discretion of the Water Authority and/or Activity Agreement Members, or any other public agency, as applicable, in connection with the consideration Transfer Agreements, including without limitation, all required environmental review, all required public notice and proceedings, consideration of comments received, and the Water Authority’s and/or Activity Agreement Members’ or other public agencies’ evaluation of mitigation measures and alternatives including the “no project” alternative.

B. Amendments: This Activity Agreement may be amended in writing by the parties hereto.

C. Assignment: Binding on Successors: Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Agreement Members may not be assigned or delegated without the written consent of the Water Authority. Any attempt to assign or delegate such rights or duties in contravention of this Agreement will be null and void. Any approved assignment or delegation will be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Water Authority then in effect. This Activity Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the Water Authority and the Activity Agreement Members.

D. Counterparts: This Activity Agreement may be executed by the Water Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed an on one original.

E. Choice of Law: This Activity Agreement will be governed by the laws of the State of California.

F. Severability: If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement will be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Water Authority that the remainder of the Activity Agreement will not be affected thereby.

G. Headings: The titles of sections of this Activity Agreement are for convenience only and no presumption or implication of the Intent of the parties as to the construction of this Activity Agreement will be drawn therefrom.

H. Reasonable Cooperation: Activity Agreement Members will reasonably cooperate with each other and the Water Authority to perform the obligations under this Activity Agreement, assist the Water Authority, when necessary, in carrying out its obligations under any and all of the water transfer agreements contemplated herein, and to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the Activity Agreement Members and the Water Authority have executed this Activity Agreement as of the date appearing next to their respective signature lines:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: _____ Agency Name: _____

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A
ACTIVITY AGREEMENT MEMBERS AND ALLOCATION RATIOS

| Activity Agreement Member | Activity Agreement Member Contract Quantity (AF) | Allocation Ratio of Members (%) |
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| TOTAL: | | 100% |

PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: MIGUEL GONZALEZ, CANAL OPERATOR

SUBJECT: REIMBURSEMENT REQUEST FOR DAMAGED/LOST PERSONAL PROPERTY

DATE: OCTOBER 10, 2023

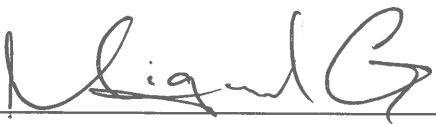
CC: LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

On August 21, 2023, I was in a vehicle accident while on duty and driving a District vehicle. I would like to request for reimbursement for the following personal property that I lost due to the accident:

1. 1 pair of Spy sunglasses valued at \$141.38
2. 1 iPhone 12 Pro Max 128GB smart phone valued at \$748.60

Total: \$889.98


Thank you,



Chris Carlucci

From: Mike Gonzalez
Sent: Monday, September 11, 2023 9:29 AM
To: Chris Carlucci
Subject: Lost personal items price

The image is a screenshot of an Amazon order summary for a pair of sunglasses. The order is titled "Buy now: Spy Optic Discord Crypto, Square Sunglasses, Color an..." and is set to arrive on September 19, 2023. The order is sold by SPY OPTIC and includes free Prime delivery. The shipping address is for Miguel A Gonzalez at 436 N Mercey Springs Rd SPC 64, Los Banos, CA. The payment method is a Visa card ending in *1865. The total price is \$141.38, including tax. A yellow "Place your order" button is visible at the bottom right of the summary. The background shows a blurred view of the sunglasses product page.

| | |
|---|---|
|  | Arriving Sep 19, 2023 FREE Prime Delivery Ships from Amazon.com Sold by SPY OPTIC |
| Ship to | Miguel A Gonzalez 436 N MERCEY SPRINGS RD SPC 64, LOS BANOS, CA, 93635-3031, ... |
| Pay with | Visa *1865 |
| Total | \$141.38 (includes tax) |

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

Place your order

Your bag total is \$748.60.

Free delivery and free returns.

Check Out



**Refurbished iPhone 12 Pro Max
128GB - Gold (Unlocked)**

1

\$679.00

[Remove](#)

Carrier:

Connect with any carrier after you get your new iPhone

Add AppleCare+ for iPhone 12 Pro Max for \$199.00

[Add](#)

- Unlimited repairs for accidental damage protection
- Apple-certified repairs using genuine Apple parts
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Gartung Consulting

CLIENT: Panoche Water District
52027 West Althea Avenue
Firebaugh, CA 93622
(209) 364-6136

CONSULTANT: Gartung Consulting - PE C42136
1333 E. Richert Ave., Fresno, CA 93704
Phone: 559-907-9327
Email: jgartung@sbcglobal.net

ADDENDUM NO. 1 TO CLIENT-CONSULTANT AGREEMENT FOR ENGINEERING SERVICES

ORIGINAL CONTRACT NO.: 2022-PWD-2 **ORIGINAL CONTRACT DATE:** May 24, 2022

This ADDENDUM shall amend the Original Contract Agreement between CLIENT and CONSULTANT (hereafter referred to as the "AGREEMENT") between the parties named herein and shall be binding unto the parties as part of the whole. The provisions of this Addendum supersede and void all inconsistent provisions in the AGREEMENT and in any prior contract between the parties for the services to be performed hereunder. This Addendum does not limit in any way the terms and conditions set forth in the AGREEMENT, but shall amend the AGREEMENT to include the following:

ADDENDUM NO. 1 DESCRIPTION: Completion of the Preliminary Engineering Report (PER) for the New Water Treatment Facility, per State Water Resources Control Board (SWRCB) requirements.

INCLUDED DESIGN SERVICES:

PHASES OF DESIGN WORK:

1. Engineering Report: Work Tasks to be performed, collaborating with the Client as needed:
 - Corresponding with SWRCB and developing responses to SWRCB comments and concerns
 - Making revisions and additions to the PER based on SWRCB requirements
 - Explore design criteria and space planning for the project based on the updated PER
 - Coordinate with Thomas Galindo to analyze field investigation data collected of water use within the district, domestic versus industrial/agricultural, in order to determine the minimum sizing for the water treatment plant capacity. The goal for this is to maximize the potential for grant funding for the construction of the water treatment plant.
 - Investigation of potential for grant funding for water meter/pipeline infrastructure improvements. A primary goal of this work would be to develop data useful for the management of the water system treatment and distribution.

TO BE PROVIDED BY CLIENT: Work with Gartung Consulting to finalize design requirements for the project. Provide all fees such as Governmental, Testing and Inspection Reports, etc. Provide Drawings of the existing Facility and Underground Utilities, Environmental Reports, Testing Reports, State Orders, etc.

COMPENSATION:

1. The Addendum No. 1 Included Design Services for this Agreement shall be compensated on an hourly basis with an amended not to exceed amount from **\$20,000.00** increased to **\$50,000.00**.

Note: The CONSULTANT has already begun to provide these services to avoid delays to the project. If the CLIENT determines that all or parts of these services are not required and elects to discontinue these services, the CLIENT must promptly notify the CONSULTANT and compensate the CONSULTANT for the services provided prior to the CONSULTANT'S receipt of the CLIENT'S notice.

CONSULTANT Signature

Date

By signing below, the client authorizes Gartung Consulting to proceed with the work outlined in this proposal.

CLIENT Signature

Date

Gartung Consulting
 1333 East Richert Avenue, Fresno, CA 93704
 Phone: 559-907-9327 | Email: jgartung@sbcglobal.net

TO: Juan Cadena, Water Resources Manager for Panoche Water District, Client

FROM: Jim Gartung, PE-CE, Gartung Consulting

DATE: April 25, 2022

PROJECT ADDRESS: 52027 West Althea Avenue, Firebaugh, CA 93622

The following proposal is made pursuant to discussions with Juan Cadena and shall become the Agreement to provide the services described when an executed copy is returned to Gartung Consulting.

DESCRIPTION OF PROJECT: New Water Treatment Facility to replace the Existing Water Treatment Facility for the PWD Community Water System.

INCLUDED ENGINEERING SERVICES:

PHASES OF ENGINEERING WORK:

1. **Engineering Report:** Create an Engineering Report, which will include the items in Section 1 from the "Technical Application Instructions (Construction)" (see attached), with assistance from PWD personnel. Coordinate/correspond with SWRCB personnel as needed to complete the report.

From Section 1 of the Instructions:

- a) Executive Summary
- b) Background project information
- c) Problem description
- d) Consolidation analysis
- e) Alternative analysis
- f) Selected project
- g) Detailed cost estimate for the selected project
- h) Proposed schedule
- i) Schematic and map of system's proposed facilities
- j) Comprehensive response to climate change
- k) Copy of any permits required as part of this project
- l) Supplemental Information Form (Consolidation projects only)

2. **Completion of the Technical Application (Construction):** **Not part of this Proposal.** This proposal does not include the following elements of the application information package. (Drawings and documents for these phases to be included in separate agreements.)

Section 1 – Technical Information

- I. Technical, Managerial, and Financial (TMF) Assessment
- II. Professional Engineering Services Contract
- III. Plans and Specifications (final)

Section 2 – Project Summary

Section 3 – Water Rights

Section 4 – Comprehensive Response to Climate Change

Section 5 – Attachment Checklist

TO BE PROVIDED BY CLIENT: Work with Gartung Consulting to finalize design requirements for the project. Provide all fees such as Governmental, Testing and Inspection Reports, etc. Provide all data/information as required for the completion of the Engineering Report.

ADDITIONAL SERVICES: Drawings and documents not listed in the Included Design Services that become necessary for the project due to agency comment or are discovered through the project design process shall be compensated as Additional Services. Additional drawings or documents may be required to be prepared by other designers/engineers, i.e., Land Surveyor, Environmental Consultant, Structural Engineer, Fire Protection Engineer, etc. CLIENT authorization to hire other designers/engineers shall be in writing and reimbursable.

COMPENSATION:

1. The Included Engineering Services, Engineering Report, for this Agreement shall be compensated on an hourly basis with a not to exceed amount of **\$20,000**. Rate for Engineering at **\$140.00** per hour and for Drafting/Technical Support/Travel Time at **\$70.00** per hour. Mileage reimbursement at **\$0.60/mile**.
2. Any Scope of Services not listed within the Included Engineering Services as outlined in this agreement will be considered Additional Services. Any Additional Services authorized by the Client shall be compensated at the same rates as shown in Item #1 and shall include reimbursable expenses at actual Cost + 15%.
3. Invoices shall be submitted to the Client monthly; payments are due and payable within 15 days of the invoice date. Payments made by check shall be made payable to **Gartung Consulting**. Undisputed amounts unpaid after 30 days from the invoice date shall bear interest from the date payments are due at a rate of 2% per month. NOTE: If a check has been returned for insufficient funds, an invoice reflecting the unpaid invoice as well as the bank's service charge will be billed to the Client and immediate payment is expected upon receipt of Gartung Consulting Invoice.

TERMINATION OF SERVICES:

This agreement may be terminated by the Client or Gartung Consulting should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Gartung Consulting for all services rendered to date of the termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS:

All documents produced by Gartung Consulting under this agreement shall remain the property of Gartung Consulting and may not be used by the Client for any other endeavor without the written consent of Gartung Consulting.

Gartung Consulting appreciates the opportunity to provide a proposal for your project and looks forward to collaborating with you toward the successful completion of this project.



Jim Gartung, PE-CE, Gartung Consulting

April 25, 2022
Date

By signing below, the client authorizes Gartung Consulting to proceed with the work outlined in this proposal.



Ara Azhdarian, Panoche Water District, Client

May 24, 2022
Date

PANOACHE WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: SANDRA REYES, WATER MASTER

SUBJECT: SEPTEMBER DIVISION REPORT – WATER DEPARTMENT

DATE: 10/6/2023

CC : JUAN CADENA, WATER RESOURCES MANAGER
PATRICK MCGOWAN, GENERAL MANAGER

Water Supply Update as of October 1, 2023:

| | |
|--|-------------------|
| San Luis Reservoir Total Storage | 1,656,587 AF |
| San Luis Reservoir Federal Storage | <u>788,022 AF</u> |
| San Luis Reservoir % of Total Capacity | <u>47%</u> |

Panoche Water Supply as of October 1, 2023:

| | |
|--------------------------------------|------------------|
| USBR 2023 Water Balance | <u>79,870 AF</u> |
| September, 2023 Grower Deliveries | <u>4,724 AF</u> |
| Total Deliveries to Date (Mar-Sept.) | <u>45,223 AF</u> |

(This would be 223 AF over the delivery O&M base set of 45,000 AF)

Water Updates:

The SLDMWA & the SJRECWA let us know that the 5yr Water Transfer that had been subscribed to by the growers (this being the 5th and last year) decreased from 3,007 AF for WY 2023-24 to 1,270 AF – with the approval of all the participating Districts. For our growers, this would mean a credit coming for the water cost paid for the AF difference in this subscription and the chance to utilize more of their 45,000 AF supply that they have been billed the water cost on already.

Billings:

The September O&M, Interest, and M&I billings will be completed and mailed out on 10/15/2023.
(PDD Assessments for the 2nd Installment of the Drainage Service Fees will be billed this week.)

PANOCHÉ WATER DISTRICT WATER ACCOUNTING

Month: September, 2023

| Water Supply | | | | | | | | | | | | | | | | | | |
|---------------------------------|----------------|------------|--------------|--------------|--------------|---------------|---------------|--------------|----------|----------|----------|----------|----------|---------------|---------------------------------|--------------|----------|---------------|
| District Water | Annual | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2024 | 2024 | YTD | Transfers | Not | Stored | Remaining |
| March, 2023 - Feb, 2024 | AF | March | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Usage | Out | Pumped | | Balance |
| Grower Transfer Ins | 0 | | | | | | | | | | | | | 0 | | | | 0 |
| Transfer 2 | 3,000 | | | | 985 | 930 | 1,085 | | | | | | | 3,000 | | | | 0 |
| Transfer 3 | 2,733 | | | | 750 | 855 | 657 | 471 | | | | | | 2,733 | | | | 0 |
| Transfer 6 | 750 | | | | | 250 | 250 | 250 | | | | | | 750 | | | | 0 |
| PWD Grower Wells f/Crdt | 97 | 81 | | 9 | 7 | | | | | | | | | 97 | | | | 0 |
| Gains or Losses | 2,741 | 3 | 85 | 538 | 566 | 650 | 862 | 37 | | | | | | 2,741 | | | | 0 |
| District Water Total | 9,321 | 84 | 85 | 547 | 2,308 | 2,685 | 2,854 | 758 | 0 | 0 | 0 | 0 | 0 | 9,321 | | | | 0 |
| | | | | | | | | | | | | | | | | | | |
| Bureau Water | Annual | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2023 | 2024 | 2024 | YTD | Transfers | Loss | Stored | Remaining |
| March, 2023 - Feb, 2024 | AF | March | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Usage | Out | | | Balance |
| Rescheduled Water | 9,757 | 894 | 2,895 | 5,443 | 313 | | | | | | | | | 9,545 | | (212) | | 0 |
| 2023-2024 100% USBR | 94,000 | | | | 3,155 | 3,575 | 3,655 | 3,745 | | | | | | 14,130 | 1,400 | | | 78,470 |
| Transfer 3 | 2,267 | | | | 750 | 1,145 | 343 | 29 | | | | | | 2,267 | | | | 0 |
| Transfer 4 | 7,500 | | | | 1,875 | 4,000 | 1,625 | | | | | | | 7,500 | | | | 0 |
| Transfer 5 | 1,270 | | | | 354 | 140 | 411 | 192 | | | | | | 1,097 | | | | 173 |
| Transfer 6 | 250 | | | | 250 | | | | | | | | | 250 | | | | 0 |
| Transfer 7 | 295 | | | | 295 | | | | | | | | | 295 | | | | 0 |
| Grower Transfers In | 913 | | | 421 | 492 | | | | | | | | | 913 | | | | 0 |
| Bureau Water Total | 116,252 | 894 | 2,895 | 5,864 | 7,484 | 8,860 | 6,034 | 3,966 | 0 | 0 | 0 | 0 | 0 | 35,997 | 1,400 | (212) | 0 | 78,643 |
| | | | | | | | | | | | | | | | | | | |
| Total Water Supply | 125,573 | 978 | 2,980 | 6,411 | 9,792 | 11,545 | 8,888 | 4,724 | 0 | 0 | 0 | 0 | 0 | 45,318 | 1,400 | (212) | 0 | 78,643 |
| | | | | | | | | | | | | | | | | | | |
| Usage | | | | | | | | | | | | | | | | | | |
| Growers | | 978 | 2,980 | 6,411 | 9,792 | 11,545 | 8,888 | 4,724 | | | | | | 45,318 | | | | |
| Transfers Out/Sales | | 0 | 0 | 0 | 0 | 0 | 1,400 | 0 | | | | | | 1,400 | | | | |
| Total Usage/Transfers | | 978 | 2,980 | 6,411 | 9,792 | 11,545 | 10,288 | 4,724 | 0 | 0 | 0 | 0 | 0 | 46,718 | | | | |
| | | | | | | | | | | | | | | | | | | |
| Diff/Losses: % of Supply | % | 1% | 3% | 9% | 6% | 6% | 10% | 1% | | | | | | 7% | | | | |
| | | | | | | | | | | | | | | | | | | |
| Budget to Actual - AF | 45,000 | 899 | 2,980 | 6,402 | 9,785 | 11,545 | 8,888 | 4,724 | | | | | | 45,223 | Estimate / Use Oct-Feb 8,607 AF | | | -223 |

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

Panoche Water District

DELIVERIES, RECYCLED, POWER CHARGES REPORT

| DISTRICT DELIVERIES | | | | | | RETURN FLOWS | | | | | RUSSELL RECIRCULATION Energy Charges | | | | | PG&E CHARGES | | | | |
|---------------------|---------------|---------------|---------------|---------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------------------------------|-------------------|-------------------|-------------------|------------------|---------------------|---------------------|---------------------|---------------------|-------------------|
| 2019 | 2020 | 2021 | 2022 | 2023 | | 2019 | 2020 | 2021 | 2022 | 2023 | 2019 | 2020 | 2021 | 2022 | 2023 | 2019 | 2020 | 2021 | 2022 | 2023 |
| MAR | 2,594 | 2,964 | 1,610 | 982 | 978 | (82) | 38 | (102) | 130 | 3 | \$ 114 | \$ 126 | \$ 61 | \$ 63 | \$ 49 | \$ 53,663 | \$ 83,213 | \$ 45,539 | \$ 38,061 | \$ 20,336 |
| APR | 5,237 | 3,657 | 2,773 | 2,303 | 2,980 | 290 | 42 | (123) | 556 | 85 | \$ 91 | \$ 99 | \$ 5,811 | \$ 128 | \$ 920 | \$ 83,024 | \$ 75,857 | \$ 115,722 | \$ 95,409 | \$ 60,283 |
| MAY | 7,172 | 6,681 | 5,082 | 3,839 | 6,411 | 99 | 12 | 811 | 728 | 538 | \$ 13,338 | \$ 2,851 | \$ 16,042 | \$ 1,413 | \$ 1,266 | \$ 140,840 | \$ 130,817 | \$ 92,000 | \$ 103,548 | \$ 76,265 |
| JUN | 10,812 | 9,767 | 6,871 | 5,434 | 9,792 | 600 | 584 | 976 | 782 | 566 | \$ 23,541 | \$ 22,899 | \$ 21,611 | \$ 27,615 | \$ 11,491 | \$ 202,742 | \$ 194,558 | \$ 150,006 | \$ 148,032 | \$ 115,412 |
| JUL | 12,273 | 10,140 | 6,251 | 5,612 | 11,545 | 1,393 | 231 | 249 | 83 | 650 | \$ 30,850 | \$ 24,811 | \$ 36,326 | \$ 46,544 | \$ 12,039 | \$ 204,302 | \$ 216,355 | \$ 191,489 | \$ 209,145 | \$ 213,325 |
| AUG | 8,437 | 5,985 | 3,953 | 4,165 | 8,888 | 516 | 20 | 541 | (253) | 862 | \$ 43,554 | \$ 41,688 | \$ 39,615 | \$ 36,685 | \$ 28,407 | \$ 214,317 | \$ 201,997 | \$ 181,291 | \$ 179,674 | \$ 203,428 |
| SEP | 3,940 | 3,328 | 2,764 | 2,790 | 4,724 | 490 | 504 | 862 | (240) | 37 | \$ 32,727 | \$ 48,288 | \$ 25,346 | \$ 22,748 | \$ 39,151 | \$ 192,139 | \$ 168,372 | \$ 125,375 | \$ 143,734 | \$ 163,960 |
| OCT | 2,708 | 2,695 | 1,141 | 1,693 | | 835 | 219 | 121 | (171) | | \$ 159 | \$ 18,975 | \$ 186 | \$ 8,034 | | \$ 139,437 | \$ 107,389 | \$ 103,445 | \$ 82,107 | |
| NOV | 1,649 | 742 | 469 | 266 | | 122 | 111 | 119 | (161) | | \$ 120 | \$ 108 | \$ 6,239 | \$ 7,014 | | \$ 79,316 | \$ 65,990 | \$ 57,789 | \$ 202,938 | |
| DEC | 88 | 119 | 85 | 89 | | (239) | (47) | 34 | (15) | | \$ 97 | \$ 72 | \$ 116 | \$ 113 | | \$ 48,581 | \$ 25,942 | \$ 32,400 | \$ 33,649 | |
| JAN | 565 | 211 | 291 | 15 | | (51) | (58) | 261 | (83) | | \$ 119 | \$ 70 | \$ 105 | \$ 93 | | \$ 33,480 | \$ 16,234 | \$ 23,831 | \$ 25,041 | |
| FEB | 3,968 | 1,121 | 1,668 | 743 | | 75 | (102) | 558 | 137 | | \$ 97 | \$ 70 | \$ 125 | \$ 101 | | \$ 50,635 | \$ 35,030 | \$ 73,629 | \$ 31,647 | |
| Total | 59,443 | 47,410 | 32,958 | 27,931 | 45,318 | 4,048 | 1,554 | 4,307 | 1,493 | 2,741 | \$ 144,808 | \$ 160,058 | \$ 151,583 | \$ 150,552 | \$ 93,322 | \$ 1,442,476 | \$ 1,321,754 | \$ 1,192,517 | \$ 1,292,985 | \$ 853,008 |
| YEAR TO DATE | 50,465 | 42,522 | 29,304 | 25,125 | 45,318 | 3,306 | 1,431 | 3,214 | 1,786 | 2,741 | \$ 144,216 | \$ 140,762 | \$ 144,812 | \$ 135,198 | \$ 93,322 | \$ 1,091,026 | \$ 1,071,170 | \$ 901,422 | \$ 917,603 | \$ 853,008 |

| Water Year | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 5 Yr. Average |
|--------------------------|---------|---------|---------|---------|---------|---------------|
| USBR Allocation | 75.00% | 20.00% | 0.00% | 0.00% | 80.00% | 35% |
| Total Alloc. Acreage | 37,442 | 37,442 | 37,442 | 38,202 | 38,317 | 37,769 |
| A/F / acre | 1.59 | 1.27 | 0.88 | 0.73 | 1.18 | 1.13 |
| Effective Precip. | 0.20 | 0.28 | 0.13 | 0.31 | 0.12 | 0.21 |
| Total Applied a/f | 1.79 | 1.54 | 1.01 | 1.04 | 1.30 | 1.34 |

Total Precip. Inches 4.77 6.69 3.17 7.34 2.87 (From March 1 on)

Total rainfall /2/12 Mike Gonzalez

Total Rainfall from Oct. 2022 to today is 9.58 inches.

PANOCHÉ WATER DISTRICT
12 Month Cash Flow Analysis

| Water Revenues | MAR | APR | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | Totals |
|----------------------------------|---------------------|------------------------|----------------------|---------------------|---------------------|-----------------------|------------------------|-----------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|
| Water Cost Billings | \$ 62,825.47 | \$ 5,534,385.00 | | | | | \$ 5,534,385.00 | | | | | | \$ 11,131,595.47 |
| Monthly Water Billings | | | \$ 14,760.00 | \$ 42,034.57 | \$ 92,034.16 | \$ (211,444.88) | \$ (139,916.11) | \$ 125,127.55 | \$ 35,802.00 | \$ 31,500.00 | \$ 32,400.00 | \$ 72,495.00 | \$ 94,792.29 |
| Other Water Revenues SJRECWA 5yr | | | \$ 327,375.00 | | | | | \$ (168,625.00) | | | | | \$ 158,750.00 |
| Water Refunds SLDMWA WY21 | | | | | | \$ 132,918.25 | | | | | | | \$ 132,918.25 |
| Total Water Revenues | \$ 62,825.47 | \$ 5,534,385.00 | \$ 342,135.00 | \$ 42,034.57 | \$ 92,034.16 | \$ (78,526.63) | \$ 5,394,468.89 | \$ (43,497.45) | \$ 35,802.00 | \$ 31,500.00 | \$ 32,400.00 | \$ 72,495.00 | \$ 11,518,056.01 |

Water Expenses

| | | | | | | | | | | | | | |
|--|--------------------------|------------------------|------------------------|------------------------|--------------------------|--------------------------|--------------------------|------------------------|------------------------|-----------------------|-----------------------|------------------------|--------------------------|
| Water Cost: | | | | | | | | | | | | | |
| Rescheduled Water | \$ (82,100.20) | | | | | | | | | | | \$ (103,400.00) | \$ (185,500.20) |
| Refuge Leve 2 Water Rescheduled | \$ (3,140.70) | | | | | | | | | | | | \$ (3,140.70) |
| CCID/FCWD Water Purchase (3,000 AF) | | | | | \$ (343,062.50) | \$ (323,906.72) | \$ (377,891.18) | | \$ (229,359.60) | | | | \$ (1,274,220.00) |
| SLCC/Eastside Water Transfer (5,000 AF) | | | | \$ (253,728.75) | \$ (407,671.45) | \$ (649,386.30) | \$ (368,268.20) | \$ (24,158.90) | | | | \$ (52,478.00) | \$ (1,755,691.60) |
| West Stanislaus Irrigation District (7,500 AF) | \$ (1,125,000.00) | \$ (348,750.00) | \$ (562,500.00) | | \$ (281,250.00) | | | | | | | | \$ (2,317,500.00) |
| Firebaugh Canal WD (1,000 AF) | | | | | \$ (22,510.00) | \$ (22,500.00) | \$ (22,510.00) | \$ (22,510.00) | | | | | \$ (90,030.00) |
| USBR Water & Transportation Costs | | \$ (123,944.00) | \$ (178,153.86) | \$ (205,599.19) | \$ (168,633.37) | \$ (88,141.04) | \$ (179,965.06) | \$ (167,608.12) | \$ (66,086.00) | \$ (68,600.00) | \$ (63,700.00) | \$ (107,800.00) | \$ (1,418,230.64) |
| SLDMWA O&M Water Costs | | \$ (62,321.16) | \$ (152,796.82) | \$ (166,957.20) | \$ (237,474.95) | \$ (113,893.38) | \$ (75,044.89) | \$ (74,951.03) | \$ (37,279.00) | \$ (145.00) | \$ (20,500.00) | \$ (63,800.00) | \$ (1,005,163.43) |
| Other Water Costs SJRECWA 5yr (1,270 AF) | | | | | \$ (75,363.48) | \$ (29,983.32) | | | \$ (9,004.00) | | | | \$ (114,350.80) |
| Total Water Expenses | \$ (1,210,240.90) | \$ (535,015.16) | \$ (893,450.68) | \$ (626,285.14) | \$ (1,535,965.75) | \$ (1,227,810.76) | \$ (1,023,679.33) | \$ (289,228.05) | \$ (341,728.60) | \$ (68,745.00) | \$ (84,200.00) | \$ (327,478.00) | \$ (8,163,827.37) |

| | | | | | | | | | | | | | |
|-------------------|--------------------------|------------------------|------------------------|------------------------|--------------------------|--------------------------|------------------------|------------------------|------------------------|-----------------------|-----------------------|------------------------|------------------------|
| Net Totals | \$ (1,147,415.43) | \$ 4,999,369.84 | \$ (551,315.68) | \$ (584,250.57) | \$ (1,443,931.59) | \$ (1,306,337.39) | \$ 4,370,789.56 | \$ (332,725.50) | \$ (305,926.60) | \$ (37,245.00) | \$ (51,800.00) | \$ (254,983.00) | \$ 3,354,228.64 |
|-------------------|--------------------------|------------------------|------------------------|------------------------|--------------------------|--------------------------|------------------------|------------------------|------------------------|-----------------------|-----------------------|------------------------|------------------------|

Credit will be issued for the SJRECWA 5yr transfer AF difference.
All Costs have already been paid for this water transfer

PANOCHE WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: CHRIS CARLUCCI, OPERATIONS & MAINTENANCE MANAGER

SUBJECT: DIVISION REPORT – OPERATIONS & MAINTENANCE

DATE: OCTOBER 10TH, 2023

CC: PATRICK MCGOWAN, GENERAL MANAGER

For the month of September, the following operations and maintenance activities occurred as follows:

- General Maintenance.
- Made Metal lids for 10E-2 pipeline.
- Repaired 204B head gate.
- Repaired head gate on 11E turnout.
- Made new trash rack for Lateral 1, turnout 101A.
- Made spill pipe for turnout 22 for Oxford crossing.
- Weed Control – Sprayed Locations
 - a) **PWD:** PWD Yard, Lateral 2,3,4 & 5, 500 Ditch, 7W pipeline, Contour Canal. Canal Treatments- T- Canal- T-1 & T-3, Russell Turnout.
 - b) **Pacheco Water District:** Lateral 4,5,6, & 7, Pacheco drains and ponds, Pacheco lifts, Pacheco pipeline.
 - All materials are billed from ounces and gallons.
 - Equipment and labor billed by the hour.

PACHECO WATER DISTRICT

SPRAYED LOCATIONS BY PWD

- LATERAL # 4,5,6 & 7
- PACHECO DRAINS AND PONDS
- PACHECO LIFTS
- PACHECO PIPELINE

All Material that was used was billed from Ounces and Gallons and the Equipment & Labor was billed by the hour.

PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

SUBJECT: DIVISION REPORT - ETHICS, COMPLIANCE, AND HUMAN RESOURCES

DATE: OCTOBER 10, 2023

CC: PATRICK MCGOWAN, GENERAL MANAGER

For the month of September, the following compliance, risk management, and human resources activities occurred as follows:

- **Compliance and Risk Management**
 1. SpeakUp Hotline – No calls reported.
 2. Liability – No new claims reported.
 - a. Claim # 23-0773 closed and resolved.
 - b. Claim # 24-0131 closed and resolved.
 3. Worker's Compensation – No new claims reported.
 - a. Two claims remain open.
 - b. One employee remains on leave until November.
- **Human Resources**
 1. COVID-19 cases – one new positive case was reported and resolved.
 2. The District is pleased to introduce and welcome a new canal operator, Mr. Roger Candelaria, to the District.
 3. ECO's resignation announcement and delegation of responsibilities plan.

Panoche Water District - Contour Canal Lining Project Budget Schedule

| | Budget | Q1: Oct - Dec 2023 | Q2: Jan-Mar 2024 | Q3: Apr-June 2024 | Q4: Jul-Sep 2024 | Q5: Oct-Dec 2024 | Q5: Jan-Mar 2025 | Q5: Jan-Mar 2025 |
|------------------------------|-----------------------|-----------------------|---------------------|----------------------|---------------------|---------------------|-----------------------|---------------------|
| Design | | | | | | | | |
| Surveying | \$28,000.00 | \$21,000.00 | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 | \$2,000.00 | \$0.00 |
| Engineering Design | \$60,000.00 | \$3,000.00 | \$18,000.00 | \$18,000.00 | \$6,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Construction | | | | | | | | |
| Cleanup and Site Prep | \$37,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$37,500.00 | \$0.00 | \$0.00 |
| Lined Canal | \$1,683,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,683,000.00 | \$0.00 |
| Compacted Embankment | \$1,066,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$266,500.00 | \$799,500.00 | \$0.00 |
| Road Crossing | \$45,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$45,000.00 | \$0.00 |
| Check Structure | \$372,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$372,000.00 | \$0.00 |
| Turnouts | \$270,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$270,000.00 | \$0.00 |
| Headwalls | \$205,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$205,500.00 | \$0.00 |
| NEPA Compliance | | | | | | | | |
| Engineering Review | \$10,000.00 | \$1,000.00 | \$2,000.00 | \$5,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 |
| Biological | \$2,000.00 | \$0.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Cultural | \$50,000.00 | \$25,000.00 | \$20,000.00 | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Administration | | | | | | | | |
| Contract Administrator | \$4,127.00 | \$412.70 | \$825.40 | \$412.70 | \$825.40 | \$412.70 | \$412.70 | \$825.40 |
| Invoicing and Reports | \$1,500.00 | \$0.00 | \$300.00 | \$0.00 | \$300.00 | \$0.00 | \$150.00 | \$750.00 |
| Totals: | \$3,834,627.00 | \$50,412.70 | \$43,125.40 | \$28,412.70 | \$9,125.40 | \$314,412.70 | \$3,382,562.70 | \$6,575.40 |
| Panoche Funds (Match) | \$1,946,804.00 | \$50,412.70 | \$43,125.40 | \$28,412.70 | \$9,125.40 | \$47,912.70 | \$1,761,239.70 | \$6,575.40 |
| USBR Funds (Grant) | \$1,887,823.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$266,500.00 | \$1,621,323.00 | \$0.00 |

Panochw WD Fiscal Year Mar-Feb 2024 \$93,538.10
 Mar-Feb 2025 \$1,853,265.90

PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: PATRICK MCGOWAN, GENERAL MANAGER

SUBJECT: REPORT ITEM # 13- THE BOARD TO RECEIVE UPDATES FROM STAFF ON VARIOUS MATTERS AFFECTING THE DISTRICT

DATE: OCTOBER 10, 2023

CC: LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

At the September 18, 2023 Board Meeting, the Board had the following questions and requests as listed below. On October 10, 2023, the General Manager, McGowan, and District staff have responded as follows:

1. Send out Water Supply update to PWD landowners/water users. **Patrick/Sandra**
2. Lay out next steps for Annexation of Nelson Property for October board meeting. **Patrick/Juan**
3. Consultant Paul Fujitani: Have him available for the November board meeting either via zoom or in person to review current work on water operations related to potential legal action from Valley Water. **Chase/Patrick**
4. Request the GBA attorney draft a 1–2-page settlement agreement that covers the \$1.7M debt owed to PWD and agreed upon by the members of the GBA. The draft settlement agreement should be sent directly to Patrick and Phil for review. Goal is to have agreement in final draft for review and approval at October board meeting. **Patrick**
5. Work on timelines and cash flow analysis for PWD cost share (\$1.9M) for the Contour Canal Lining Grant Project. How would this cash flow work within the confines of both 2024 and 2025 PWD O&M Budgets? **Josh/Marlene**
Attached 5.1-5.3
6. Prop 84 Reimbursement requests to DWR. Make sure that PWD is submitting them to DWR monthly. **Josh/Chris L**
7. Can PWD work with Westlands WD on potential transfer of PWD excess USBR 2023 supplies for recharge in either WWD facilities or their private grower facilities. If so, what benefits could

PWD accrue from such a transfer? Make a call to WWD staff. Either Jose Gutierrez or Russ Freeman. **Chase/Patrick/Juan**

Spoke to Russ Freeman, he doesn't have any room for additional water. His growers are returning their water to the District.

8. Work with Ara to get terms/conditions for paying him the agreed upon consulting fee as agreed upon in his contract. Want to finalize the payment schedule at October board meeting. **Patrick**
9. Work on list of 2023/2024 O&M capital related projects (deferred maintenance) that need to be done in next 12-18 months. Need to prioritize the projects and work that into the 2024 budget discussions. **Chris C**
Attached.
10. Get rental agreement drafted for the Althea Avenue house owned by PWD that is currently being lived in rent free. Use the lease agreement template that is being used for PWD employee housing. Need to let Ricardo Ram at Water Reclamation know that PWD will be expecting to sign a lease agreement with current residents and that the house is being appraised so that PWD can decide on if it wants to maintain ownership or sell it. **Juan**
Attached is a rental agreement draft and talked to Ricardo regarding the Althea Ave. house.
11. Have the Althea Avenue house appraisal completed by October board meeting so that it can be on the agenda. **Juan**
Appraisal Attached.
12. Need to have the PWD management agreements updated with Charleston Drainage District, Mercy Springs WD and Panoche Drainage District. Bring them all up for review and have them negotiated and finalized prior to the new water year (March 1, 2024) **Josh**
13. Have the PWD updated crop map (Permanent Crops), including the projected water demand, developed by Juan on the October agenda for review/discussion. **Juan/Sandra**
Crop Map Attached.
14. PWD to have an ACTION ITEM added to every monthly agenda to thoroughly update the board on each month's action items. **Lorena/Sandra**
This is a reporting item in the PWD Agenda.

2023/2024 O&M CAPITAL RELATED PROJECTS

1. LATERAL 2 TURNOUT – McElvany will be doing this project. (Cost \$18,701.00)
2. TURNOUT # 17 PWD MAIN CANAL- (Cost \$12,000) includes labor. (PWD CREW)
3. TURNOUT # 55 T-CANAL- (Cost \$ 15,000) includes labor. (PWD CREW)
4. PWD/CCID INLET BANK REPAIR- (Cost \$ 5,500) includes labor. (PWD CREW)
5. STATION 1 PWD MAIN CANAL- HEAD WALL REPAIR OR REPLACE (Cost \$?) Still waiting for quote.
6. OLD STATION 1 REPAIR- PIPELINE (Cost \$?)
7. LATERAL 3 / MILLIX DITCH REPLACEMENT- (Cost \$119,850)- \$47 per LFT @ 2,550 FT.
8. SABBATTI DRAINPIPE CROSSING (PDD) SLDMWA CANAL- (Cost \$18,600) includes labor (PWD CREW)
9. T-42 Turnout needs Box Repair and a New 24” Gate (Cost \$ 2,600) includes labor (PWD CREW)
10. Turnout 22 PWD Main Canal – Needs new 24” Gate (Cost \$ 3,000) includes labor (PWD CREW)
11. T-52 Turnout needs New 18” Gate (Cost \$2,400) includes labor (PWD CREW)
12. Turnout 21 PWD Main Canal New 24” Gate (Cost \$ 3,000) (PWD CREW)
13. Russell Ditch (North of Shields Ave to Lateral 3) 5 Breaks (Cost \$ 10,000) includes labor (PWD CREW)
14. Russell Turnout – 5 Breaks (Cost \$5,000) includes labor (PWD CREW)
15. Turnout 509A Needs concrete Repair (Cost \$2,500) Includes labor (PWD CREW)

Panoche Water District RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (this "Agreement") made and entered into this 1st day of September, 20232, by and between PANOCHÉ WATER DISTRICT, a California water district ("Landlord") and ? Mr. Jose Pimentel, an individual ("Tenant").

RECITALS

A. WHEREAS, Landlord is the fee owner of a residence located on certain real property situated in Fresno County, California, such residence having a street address of 508212017 West Althea Ave., Firebaugh, CA 93622 (the "Premises").

B. WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein, and Tenant desires to lease the Premises from Landlord on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term.** This Agreement shall commence on September 1st, 20222023, (the "Commencement Date"), and continue for a term of one year ending August 31st, 20232024, unless otherwise terminated early. At the termination of this Agreement, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; or (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. If Landlord accepts from Tenant new Rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by giving the other party not less than 30-days' notice of termination. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. **Rent.**

(a.) **Monthly Rent; Amount; Compensation.** Tenant agrees to pay rent for the Premises in the amount of \$? **per month** for the Term of the Agreement (the "Rent"). The Rent shall be based on reasonable fair market rental value as determined annually by an independent third-party appraiser with knowledge of real estate in the area. The current fair market rental value determination is attached as **EXHIBIT "A"**. In the event the annual evaluation results in a change in rental value, Landlord shall provide Tenant with thirty (30) days' notice in writing of the new Rent value, and such rent adjustment shall take effect on the first day of the month following the expiration of the thirty (30)-day notice period.

(b.) **Rent Due Date.** The due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the

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1st day of each calendar month, Rent shall be considered overdue and delinquent on the 15th day of each calendar month. If the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

(c.) Rent Payment. Acceptable forms of payment of Rent to Landlord shall be by check, money order, or electronic transfer. Payment of the Rent shall be made by (i) mailing or personally delivering the Rent to the Landlord's office located at 52027 West Althea Avenue, Firebaugh, California 93622; or (ii) by electronic funds transfer.

3. Late Charges. Should Tenant fail to timely pay Rent for any month during the Term, and if such failure exceeds the 15th day of the month in question, Tenant shall be subject to a late charge in the amount of FIFTY and No/100 Dollars (\$50.00). Tenant and Landlord agree that this amount constitutes a fair and reasonable amount related to the burdens Landlord will endure if Tenant does not pay Rent timely and agree that this amount is not a penalty for failure to timely pay. Late charges shall be paid in the same manner and to the same address and addressee as Rent payments are made pursuant to Section 2 above. If Landlord does not receive any Rent and/or any applicable late charge within the times provided for herein, Tenant shall be in breach of this Agreement, and Landlord may, at its discretion, terminate this Agreement or take any other legal action afforded to Landlord by this Agreement or at law.

4. Damage Deposit. Upon the due execution of this Agreement, Tenant shall have on deposit with Landlord the sum of FIVE HUNDRED and No/100 Dollars (~~\$500.00?~~) as security for any damage caused to the Premises during the term of this Agreement (the "**Damage Deposit**"). If this Agreement is not accepted by Landlord within five (5) business days of its execution by Tenant, the Damage Deposit shall be refunded at Tenant's written election. The Damage Deposit shall be held by Landlord as security for the performance of Tenant's obligations under this Agreement. Landlord shall not be obligated to pay interest on the Damage Deposit. Landlord will hold the Damage Deposit for the full and timely performance by Tenant of Tenant's obligations under this Agreement, including payment of Rent, utilities, and cleaning, maintaining, and repairing the Premises after surrender. If all or any portion of Tenant's Damage Deposit is applied by Landlord during the term of this Agreement, Landlord may demand that Tenant replenish the full amount applied. Tenant's failure to replenish the amount within five (5) days after written demand will constitute a breach of this Agreement. The balance of all deposits shall be refunded no later than 21 calendar days from the date possession is delivered to Landlord or Landlord's agent, together with a statement showing any charges made against the deposits by Landlord.

5. Use of Premises. The Premises shall be used and occupied by Tenant and the Tenant's immediate family (parents, spouse, children, siblings), exclusively, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for carrying on any business, profession, or trade of any kind or for any purpose other than as a private single-family dwelling, excepting therefrom Tenant's duties to Landlord or secure, oversee, and monitor the Premises during non-business hours. Tenant shall not allow any other person, other than Tenant's immediate family to use or occupy the Premises for any period of more than seven (7) days without first obtaining Landlord's written consent to such use. Tenant shall comply with all laws, ordinances, rules, and orders of all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.

6. Condition of Premises. Tenant stipulates, represents and warrants that Tenant has been residing on the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenable condition.

7. Assignment and Sub-Letting. Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises, or any part thereof, without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

8. Alterations and Improvements. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. All alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, shall be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

9. Non-Delivery of Possession. In the event Landlord cannot deliver possession of the Premises to Tenant upon the Commencement Date, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the Rent herein provided shall abate until possession is given. Landlord or its agents shall have 30 days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the Rent herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

10. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. Utilities. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, including, without limitation, electric, gas, water, sewer, telephone service, trash and cable service.

12. Maintenance and Repair; Rules. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a.) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b.) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c.) Not obstruct the doors;
- (d.) Not leave windows or doors in an open position during any inclement weather;
- (e.) Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f.) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

(g.) Keep all air conditioning filters clean and free from dirt;

(h.) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(i.) Tenant's family and guests shall always maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb neighbors;

(j.) Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with neighbors;

(k.) Deposit all trash, garbage, rubbish, or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building; and

(l.) Locks may not be added or changed without the prior written agreement between both Parties

(m.) Abide by and be bound by all rules and regulations affecting the Premises.

13. Damage to Premises. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. If Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Agreement continue according to its terms.

14. Inspection of Premises. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within 60 days before the expiration of this Agreement. The right of entry shall likewise exist for removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. Subordination of Lease. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including,

but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. Tenant's Holdover. If Tenant remains in possession of the Premises with the consent of Landlord after the expiration of the Term of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof except that such tenancy shall be terminable upon 30 days' written notice served by either party.

17. Surrender of Premises. Upon the expiration of the Term or earlier termination of this Agreement as permitted, Tenant shall surrender the Premises in as good a state and condition as they were at the Commencement Date, reasonable use and wear and tear thereof and damages by the elements excepted.

18. Compliance with Laws. Tenant shall comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use of the Premises. Without limitation of the foregoing sentence, Tenant agrees that Tenant and Tenant's guests, invitees and licensees shall not (i) engage in any criminal activity; (ii) engage in any drug-related criminal activity on or off the Premises; (iii) illegally use any drug; (iv) engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises; (v) permit the Premises to be used for or to facilitate, criminal activity, including drug-related criminal activity; or (vi) the possess, use, manufacture, sell, or distribute of cannabis or marijuana, regardless of whether Tenant is a participant in the Medical Marijuana Program administered by the California Department of Public Health, or other similar program. For purposes of this Section, "drug-related criminal activity" includes, without limitation, the illegal possession, use, manufacture, sale, or distribution of a controlled substance, or possession with the intent to use, manufacture, sell, or distribute a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802).

19. Pets; Smoking. Unless otherwise provided in California Civil Code §54.2, Tenant shall keep no animal or pet on or about the Premises. Further, Tenant shall not permit any smoking within the buildings located on the Premises.

Commented [JC1]: Current Tenant has pets

20. Utilities. For all separable utilities and services to or for the Premises, such as gas, electricity, and telephone, Tenant shall pay the appropriate utility service provider directly. For utilities providing inseparable services to multiple structures of Panoche Water District, the Landlord shall prorate the charges at a reasonable rate in accordance with applicable standards for calculation of utility services or other reasonable rate based upon average charges for the locality. Such rates shall be revised from time to time, and shall be applicable only if there is not an individualized utility account for the Premises or if the Landlord is unable to determine actual use for the Premises. **EXHIBIT B APPLICABLE CHARGES FOR UTILITY SERVICES** enumerates the Premises specific utilities and identifies where Tenant is responsible for such specific costs.

21. Renter's Insurance. Tenant acknowledges that the Landlord does not carry insurance coverage for Tenant's personal property located on the Premises. Tenant shall at all times maintain a renter's insurance policy, which also provides for public liability coverage in a minimum amount of One Hundred Thousand Dollars together with adequate coverage on Tenant's personal property located on the Premises. Tenant shall provide the Landlord with proof of coverage upon execution of this Agreement.

22. Mailbox. Tenant is responsible for obtaining his/her own mailbox to the building which he/she is assigned. The Tenant is solely responsible to take care of their keys, and replacement keys if

lost. Tenant shall be responsible for contacting local United States Postal Services (USPS) and arrange for any changes, concerns, replacement keys or upon termination of lease.

23. Quiet Enjoyment. Tenant, upon payment of all the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

24. Indemnification. Landlord shall not be liable for any damage or injury of or to Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from all claims or assertions of every kind and nature.

25. Default. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay Rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within thirty (30) days (or such longer period as may be required by law) after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate this Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay Rent when due and the default continues for thirty (30) days (or such longer period as may be required by law) thereafter, Landlord may, at Landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may immediately terminate this Agreement.

If Tenant defaults, following the notice described above, Landlord may also elect to:

- (a.) Continue the Agreement in effect, and enforce all Landlord's rights and remedies under this Agreement, including the right to recover the Rent as it becomes due; or,
- (b.) At any time, terminate all of Tenant's rights under this Agreement, and recover from Tenant all damages Landlord may incur by reason of the breach of this Agreement, including the cost of recovering the Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that the Tenant proves could be reasonably voided.

In addition to any other rights and remedies allowed by this Agreement or by law, Landlord shall have the remedies as set forth in Civil Code sections 1951.2 and 1951.4.

26. Abandonment. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may

dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

27. Attorneys' Fees. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fees and court costs.

28. Recording of Agreement. Tenant shall not record this Agreement on the Public Records of any public office. If Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

29. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

30. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

31. Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

32. Headings. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

33. Construction. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

34. Non-Waiver. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

35. Modification. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all the parties hereto.

36. Notice. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Panoche Water District
52027 West Althea Avenue
Firebaugh, California 93622

If to Tenant to:

~~Jose Pimentel~~

~~52017-50821~~ West Althea Avenue
Firebaugh, California 93622

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Section by written notice thereof to the other party.

37. Database Disclosure. NOTICE – The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

38. Joint and Individual Obligations. If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.

39. Application and Credit Report. Tenant acknowledges that in connection with the leasing of the Premises the Tenant has provided the Landlord with various information, including credit and employment information. Tenant agrees that any material misrepresentation or omission made by Tenant in connection with such information constitutes a non-curable default under this Agreement. Further, Tenant hereby authorizes Landlord, and Landlord's agents, to obtain any credit reports on Tenant that Landlord may reasonably deem necessary during the term of this Agreement.

Executed in duplicate at Firebaugh, California.

Dated: _____, ~~2022~~2023

"Landlord"

By: _____
~~Ara Azhderian~~Patrick McGowan
General Manager

Dated: _____,

"Tenant"

By: _____
_____~~Jose Pimentel~~

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**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure:

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below:

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord

Tenant

Date: _____

Date: _____

**MOLD DISCLOSURE HOME INSPECTION,
MOLD INSPECTION, AND WAIVER**

Landlord discloses that the Premises may contain Mold contaminants or Mold Spores of which the Landlord is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, air conditioning units, insulation, or where there has been flooding; these conditions may be identified with a home inspection or mold inspection before Tenant occupies the Premises. Landlord recommends to Tenant to obtain a home inspection and/or mold inspection to better determine the condition of the Premises. Landlord is not an expert in the field of mold contaminants or other hazardous contamination. In the event suspect mold contamination is discovered, or if any testing is desired, it is recommended that Tenant satisfy themselves as to property condition by having a mold inspection, home inspection, or any other inspection desired, prior to occupying the Premises. The cost and quality of such inspections may vary. Information may be found by consulting the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent environmental/health services agency.

EXHIBIT "A"
CURRENT FAIR MARKET VALUE DETERMINATION

\$ ~~650~~ .00 per month

Per attached Coldwell Banker/Kaljia & Associates Opinion dated ~~January~~ October 27, 2024.

EXHIBIT "B"
APPLICABLE CHARGES FOR UTILITY SERVICES

Listed below are the utility services, responsible Parties, and rates applicable in circumstances where there is not an individualized utility account for the Premises or the Landlord is unable determine actual use of utility services to multiple Panoche Water District residences. Tenant hereby acknowledges that, in some circumstances, Landlord is the Customer of Record for the provided utility, and that Tenant will reimburse the Landlord on a monthly basis, as a part of and in addition to the monthly rent payment, the amounts listed below. If Landlord is the Customer of Record, Landlord may revised the rates below at any time; provided, Landlord shall provide Tenant with thirty (30) days' notice in writing of the new utility rate, and such rate adjustment shall take effect on the first day of the month following the expiration of the thirty (30)-day notice period.

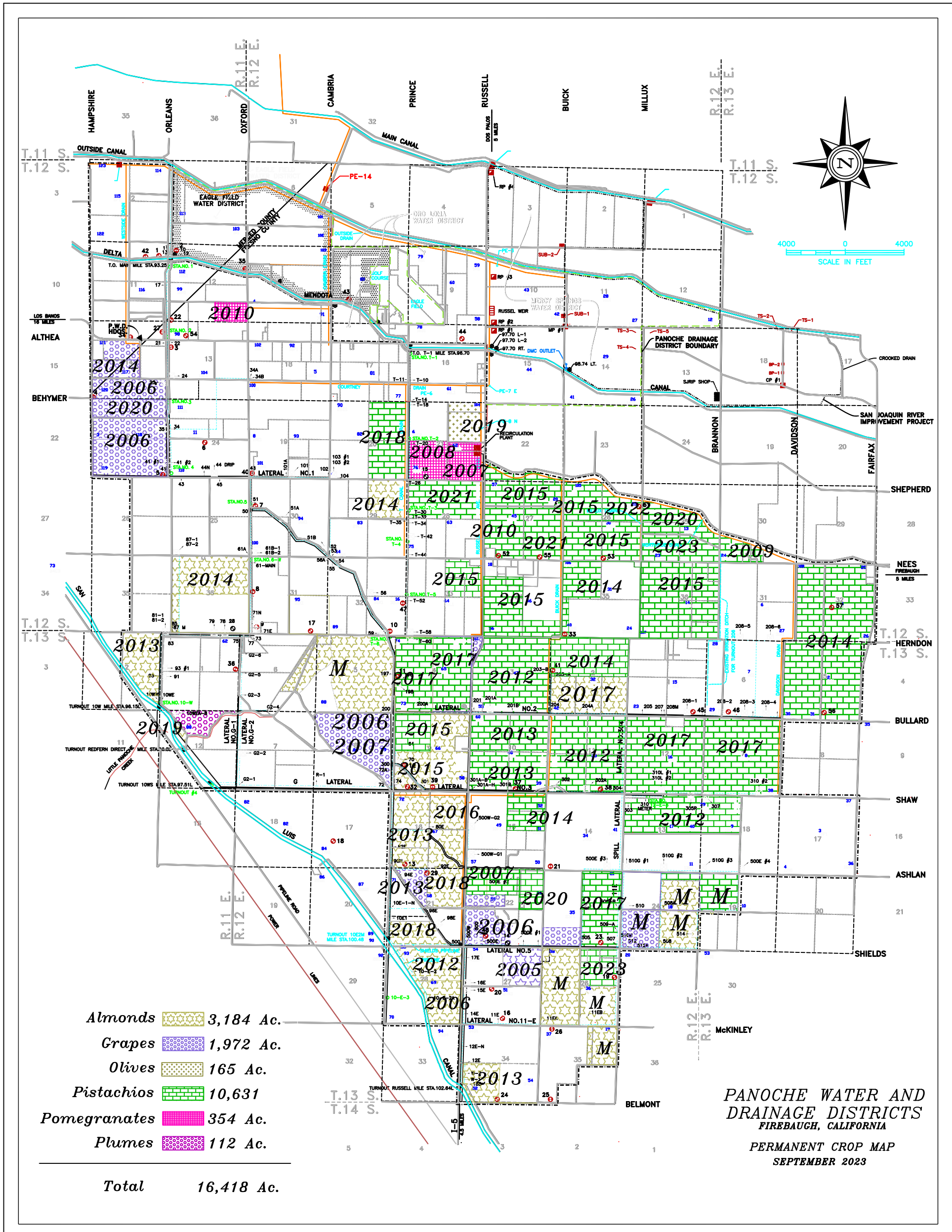
| <u>Utility/Service</u> | <u>Customer of Record</u> | <u>Rate</u> |
|------------------------|----------------------------|----------------|
| Electricity | Tenant | na |
| Propane | Tenant | na |
| Telephone | Tenant | na |
| Internet/Entertainment | Tenant | na |
| Water | Landlord Tenant | _____ \$25/mo. |
| Sewage | Landlord | \$30/mo. |
| Garbage | Landlord Tenant | _____ \$40/mo. |

Commented [JC2]: ?

Landlord

Tenant

Date: _____ Date: _____



Panoche Water District
Annual Water Demand
 2023-24

| Crop | Acres | Year 1-3 | Year 4-10 | Year 11-15 | Year 16+ |
|--------------|---------------|------------|--------------|--------------|--------------|
| Almonds | 3,184 | | 997 | 1,366 | 821 |
| Grapes | 1,972 | | 281 | | 1,692 |
| Olives | 165 | | 165 | | |
| Pistachios | 10,631 | 937 | 5,640 | 2,904 | 1,149 |
| Pomegranates | 354 | | | 204 | 150 |
| Prunes | 112 | | 112 | | |
| | 16,418 | 937 | 7,195 | 4,474 | 3,811 |

Annual Water Demand (AF/AC)

| | | | | |
|---------------|-------|---------------|--------|--------|
| | 1,171 | 22,305 | 15,659 | 13,340 |
| Surface Water | | 52,475 | | |
| Well Water | | 10,253 | | |
| Total | | 42,222 | | |