

# PANOCHÉ WATER DISTRICT

## SPECIAL BOARD OF DIRECTORS MEETING

October 30, 2024 at 9:00 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. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** A quorum will be confirmed, and the Board will consider appointment of an acting Officer (s) in the event the President, Vice-President, and/or Secretary is absent from the meeting.
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.

### REPORT ITEMS

5. **SUSTAINABLE GROUNDWATER MANAGEMENT ACT: DELTA MENDOTA SUBBASIN UPDATE (LAYNE)**

## ACTION ITEMS

6. **BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FOURTH AMENDMENT TO THE CENTRAL DELTA MENDOTA REGION SUSTAIANBLE GROUNDWATER MANAGEMENT ACT SERVICES ACTIVITY AGREEMENT AND CONSENT OF SS-MOA PARTICIPANTS (LAYNE)**
7. **BOARD TO REVIEW AND CONSIDER APPROVAL OF THE SOUTHERN DELTA-MENDOTA CANAL SUBSIDENCE MANAGEMENT AREA POLICY (MCGOWAN/LAYNE)**
8. **THE BOARD TO REVIEW AND CONSIDER AUTHORIZING EXECUTION OF A PERMANENT EASEMENT TO PACIFIC GAS & ELECTRIC FOR WINSTON FARMS, TO 10E2 DITCH (CADENA)**
9. **THE BOARD TO REVIEW AND CONSIDER AUTHORIZING EXECUTION OF A PERMANENT EASEMENT TO PACIFIC GAS & ELECTRIC FOR TURLOCK FRUIT COMPANY, TO T-CANAL (CADENA)**
10. **FUTURE MEETING DATES**
  - A. Next regular meeting date: November 12th, 2024
11. **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/>.



## MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: John Brodie, Water Resources Program Manager  
Lauren D. Layne, Baker Manock & Jensen  
Fernando A. Almaraz, Baker Manock & Jensen

DATE: October 10, 2024

RE: Board of Directors to Consider Authorizing Execution of Fourth Amendment to Central Delta-Mendota Region Sustainable Groundwater Management Act (SGMA) Services Activity Agreement, Third Amendment to Northern Delta-Mendota Region SGMA Services Activity Agreement, and Amended and Restated Cost Sharing Agreement for Delta-Mendota Subbasin Coordination

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### BACKGROUND

In July 2018, the San Luis & Delta-Mendota Water Authority (“Water Authority”) executed the Delta-Mendota Subbasin Coordination and Cost-Sharing Agreements, which established the Water Authority’s role as a coordinating partner for the 23 Groundwater Sustainability Agencies and 6 Groundwater Sustainability Plans for the Delta-Mendota Subbasin (“D-M Subbasin”). Since that time, the Water Authority staff has served as the SGMA Point of Contact for the D-M Subbasin with the California Department of Water Resources (“DWR”) and as a facilitator and program management entity for coordinated activities in the D-M Subbasin, including GSP submittal, grant preparation and coordination, and fiscal agent.

In response to DWR’s “inadequate” determination of the revised 2022 GSPs in March 2023, the 23 D-M Subbasin GSAs collectively agreed to develop a single GSP for the D-M Subbasin to address DWR’s identified deficiencies. As part of this process, the D-M Subbasin GSAs also adopted a Memorandum of Agreement Among the Delta-Mendota Subbasin Groundwater Sustainability Agencies (“MOA”) to replace the prior Coordination Agreement, which was no longer required due to the adoption of a single GSP. Furthermore, in response to DWR’s noted deficiency related to the Chronic Lowering of Groundwater Levels, the D-M Subbasin GSAs plan to implement a Well Mitigation Program to address potential impacts to domestic and small community wells. The Domestic Well Mitigation Program was incorporated into the single D-M Subbasin GSP. The single D-M Subbasin GSP was finalized in July 2024 and all but one GSA has adopted it. The final GSA is scheduled to adopt the single D-M Subbasin GSP in November 2024. The single D-M Subbasin GSP supersedes and replaces the prior six coordinated GSPs in the Subbasin.

The Well Mitigation Program is planned to be funded by Coordination Committee GSA groups pursuant to the cost split as noted in the MOA. Each group may further share the costs amongst the GSAs it represents. The funding will be held in a Joint Cost Sharing Account, which will be funded with \$300,000 over three years (\$100,000 per year). The funds within the Joint Cost Sharing Account will be invested and only those who contributed to the fund will earn interest. The Joint Cost Sharing Account funds can only be used for the construction costs of a domestic well. Each GSA in which there is a well going dry is located is responsible for investigating why the well is going dry. If the cause of the well going dry is due to the lowering of groundwater levels, then that GSA will replace the well. The GSA may use funds from the Subbasin's Joint Cost Sharing Account for those construction costs but will be required to reimburse the account within one year.

Additionally, upon the adoption of the single D-M Subbasin GSP, the MOA updates the D-M Subbasin Coordination Committee organization and cost sharing. Specifically, the Coordination Committee will be adjusted to 7 voting members from the current 8 voting members, and costs will be split amongst those seven voting members equally. The Cost Sharing Agreement has been updated to reflect these revisions and the transition to a single GSP.

The Activity Agreements with the Central Delta-Mendota Region GSA Group and the Northern Delta-Mendota Region GSA Group have been similarly updated to reflect the adoption of a single GSP, the MOA, and a Domestic Well Mitigation Program.

The Water Authority's legal and accounting departments indicated that the creation of a "Cost Sharing Account" was outside of the parameters of the existing Activity Agreements between the Subbasin GSAs and the Water Authority. As a result, the Coordination Committee needed to amend the Cost Sharing Agreement and further action is needed from the Water Authority Board to permit the funds to be held in trust.

Legal counsel prepared amendments to the Activity Agreements and an Amended and Restated Cost Sharing Agreement for the Water Authority Board of Directors to consider and adopt.

**ISSUE FOR DECISION**

Whether the Board of Directors should authorize execution of the amendments to the Central D-M Region SGMA Services and Northern D-M Region SGMA Services Activity Agreements and Amended and Restated Cost Sharing Agreement to establish the funding structure needed to fund the Domestic Well Mitigation Program and reflect the revised cost sharing structure of the D-M Subbasin Coordination Committee.

**RECOMMENDATION**

Staff recommends the Board execution of the Fourth Amendment to Central D-M Region SGMA Services Activity Agreement, the Third Amendment to the Northern D-M Region SGMA Services Activity Agreement, and the Amended and Restated Cost Sharing Agreement.

## **ANALYSIS**

### **1. AMENDMENTS TO SGMA ACTIVITY AGREEMENTS**

The Activity Agreements with the Central Delta-Mendota Region GSAs and the Northern Delta-Mendota Region GSAs were generally amended to authorize the creation of a Joint Cost Sharing Account to fund the Domestic Well Mitigation Policy. This account will be held in trust by the Water Authority and funded according to each Activity Participant's Participating Percentage, as outlined in the Activity Agreement. Amendments to the Activity Agreements must be in writing and approved by the Water Authority, the Activity Agreement Members, and the SS-MOA Participants.

The amendments also introduced definitions for "Coordination Committee," "Domestic Well Mitigation Policy," and "Joint Costs Sharing Account." Additionally, a new subsection was added to authorize the establishment of the Joint Cost Sharing Account, to detail how the Domestic Well Mitigation Policy will be funded, and to require strict accountability for all funds in the account. The amendments clarified that Activity Participants will be billed, including for contributions to the Joint Cost Sharing Account, according to the same schedule used for membership dues. An amendment also specified that withdrawing from the MOA does not release an Activity Participant from responsibility for funds already withdrawn from the Joint Cost Sharing Account.

### **2. AMENDMENTS TO COST SHARING AGREEMENT**

References to "GSP Groups" were generally updated to "GSA Groups," references to the "Coordination Agreement" were replaced with "MOA," and the structure and cost sharing of the Coordination Committee was revised to reflect the terms of the MOA.

The Recitals were revised to include a reference to the single GSP and updated to identify the sharing of costs associated with the coordination activities as described in the Cost Sharing Agreement and the MOA. Section 3 ("Participating Percentages"), subsection b, was amended to clarify that Participation Percentages may not be evaluated more than once per year. Section 8 ("Records") was amended to specify that only GSA Parties and their designated agents who have made a contribution have the right to inspect all records associated with the Agreement.

Section 15 ("Withdrawal"), subsection b, was amended to reduce the written withdrawal notification period from sixty (60) days to thirty (30) days. Section 21 ("Procedures for Resolving Conflicts") was amended to clarify that this section does not apply to disputes arising from the Coordination Committee's inability to reach a unanimous decision. Finally, Exhibit A ("GSA Groups and Responsible Agencies to Invoice") was amended to change the Participation Percentage from "16.7%" to "1/7."

## **BUDGET**

The Coordination Committee GSA groups will fund, according to their Participation Share, a total of \$300,000 into an interest-bearing Joint Cost Sharing Account for Domestic Well Mitigation. This account will be funded with \$100,000 per year for the first three years. Thereafter, the

Coordination Committee will annually review the Policy to determine if additional funding is required. In the event additional funds are needed, a unanimous vote of the Coordination Committee will be required to increase the funding beyond \$300,000.

The existing accounts managed by the Water Authority for the benefit of the Delta-Mendota Subbasin Activity Agreement Participants and the D-M Subbasin Coordination Committee will remain in effect. The cost sharing and invoicing associated with those funds of the Coordination Committee will be updated to reflect the Amended and Restated Cost Sharing Agreement.

Attachments: Fourth Amendment to Central D-M Region SGMA Services Activity Agreement  
Third Amendment to Northern D-M Region SGMA Services Activity Agreement  
Amended & Restated Cost Sharing Agreement for Delta-Mendota Subbasin

**FOURTH AMENDMENT TO  
CENTRAL DELTA-MENDOTA REGION  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT  
SERVICES ACTIVITY AGREEMENT  
AND CONSENT OF SS-MOA PARTICIPANTS**

**RECITALS**

A. **WHEREAS**, the San Luis & Delta-Mendota Water Authority (“Authority”) and its members Eagle Field Water District, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Oro Loma Water District, Tranquillity Irrigation District, and Fresno Slough Water District (the “Activity Agreement Members”) have executed that certain Central Delta-Mendota Region Sustainable Groundwater Management Act (“SGMA”) Services Activity Agreement (“Activity Agreement”), made effective as of February 15, 2017, that certain First Amendment, made effective as of November 17, 2017 (the “First Amendment”), that certain Second Amendment, made effective November 1, 2018 (the “Second Amendment”), and that certain Third Amendment, made effective August 30, 2021 (the “Third Amendment”); and

B. **WHEREAS**, the County of Fresno, the County of Merced, Santa Nella County Water District, Widren Water District and the Central Delta-Mendota GSA (the “SS-MOA Participants”), are non-members of the Authority and have executed Memoranda of Agreement to participate in the Activity Agreement as SS-MOA Participants; and

C. **WHEREAS**, effective August 28, 2019, Eagle Field Water District, County of Fresno, Fresno Slough Water District, County of Merced, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Santa Nella County Water District, and Tranquillity Irrigation District formed a joint power authority known as the Central Delta-Mendota Groundwater Sustainability Agency; and

D. **WHEREAS**, the Central Delta-Mendota Groundwater Sustainability Agency replaced the multi-agency Groundwater Sustainability Agencies (“GSAs”) formed pursuant to a prior memorandum of agreement amongst the same Parties; and

E. **WHEREAS**, Oro Loma Water District and Widren Water District are each GSAs within the Delta-Mendota Subbasin; and

F. **WHEREAS**, the GSAs in the Delta-Mendota Groundwater Subbasin (“Subbasin”) have historically worked with disadvantaged communities to improve drinking water access; and

G. **WHEREAS**, the Coordination Committee for the Subbasin developed a Domestic Well Mitigation Policy (the “Policy”), which was approved by all of the GSAs in the Subbasin as part of the adoption of a single Groundwater Sustainability Plan (“GSP”); and

H. **WHEREAS**, the purpose of the Policy is to mitigate the effects that may be felt by domestic water users whose wells have gone dry or are in imminent threat of going dry due to groundwater levels dropping as a result of groundwater management in the Subbasin; and

I. **WHEREAS**, the Policy is intended to serve as a last line of defense to protect domestic groundwater users in the unlikely event that the Subbasin GSAs' efforts fail to maintain those Minimum Threshold ("MT") groundwater levels set in the single GSP; and

J. **WHEREAS**, the Parties desire to enter into this Fourth Amendment to the Activity Agreement to establish the authority to create a Joint Cost Sharing Account to fund the Policy; and

K. **WHEREAS**, Section 19.1 of the Activity Agreement authorizes the amendment of the Activity Agreement if completed in writing by the Authority and the Activity Agreement Members, with approval from the SS-MOA Participants.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, which are hereby incorporated herein, the Activity Agreement Members and the Authority agree as follows:

1. The Activity Agreement Members hereby agree to establish a Joint Cost Sharing Account maintained in trust by the Authority and funded based on the Activity Participants' Participation Percentages as set forth in the Activity Agreement.
2. The terms of the Activity Agreement as modified by the First Amendment, Second Amendment, and the Third Amendment remain in full force and effect, except as modified by this Fourth Amendment.
3. This Fourth Amendment shall become effective once it has been executed by an authorized representative of the Authority and a majority of the Activity Agreement Members with the consent of the SS-MOA Participants, which consent may be accomplished by execution of the form attached hereto as Exhibit "A."
4. **AMENDMENT TO SECTION 2.** The Parties hereby agree to add the following three definitions to Section 2 of the Activity Agreement:

"Coordination Committee" shall mean the seven-member Delta-Mendota Subbasin Coordination Committee composed of the Northern Delta-Mendota GSA Group, the Central Delta-Mendota GSA Group, the San Joaquin River Exchange Contractors Water Authority GSA Group, the Grassland GSA Group, the Farmers Water District GSA Group, the Fresno County GSA Group, and the Aliso Water District GSA Group, created to provide overall guidance and resolve conflicts among the GSAs.

"Domestic Well Mitigation Policy" shall mean the Policy adopted by the Delta-Mendota Subbasin GSAs as part of the single GSP for the Delta-Mendota Subbasin, to mitigate the effects that may be felt by domestic water users whose wells have gone dry or are in imminent threat of going dry due to groundwater levels dropping as a result of groundwater management in the Delta-Mendota Subbasin.



“Joint Cost Sharing Account” shall mean an account maintained in trust by the Authority funded by Activity Participants based on their corresponding Participation Percentage, specifically to fund activities in accordance with the Delta-Mendota Subbasin Domestic Well Mitigation Policy.’

5. **AMENDMENT TO SECTION 2.** All definitions within Section 2 of the Activity Agreement, including the newly added definitions, are hereby renumbered sequentially to reflect the proper order. Any references to definition numbers throughout the Activity Agreement shall be deemed to refer to the appropriate renumbered definition.

6. **AMENDMENT TO SECTION 4.2** The Parties hereby agree to add the following to Section 4.2 of the Activity Agreement:

“(i) To establish, manage, and maintain a Joint Cost Sharing Account funded by the Delta-Mendota Subbasin GSAs, including members of this Activity Agreement, specifically to create a prudent reserve to fund activities in accordance with the Domestic Well Mitigation Policy. The total amount to be deposited into the Joint Cost Sharing Account shall be \$300,000, funded over three years (\$100,000 per year for the first three years). Procedures for funding and use of the Joint Cost Sharing Account shall be developed as part of a separate procedures document.”

7. **AMENDMENT TO SECTION 5.2** The Parties hereby agree to add the following to Section 5.2 of the Activity Agreement:

“(g) To conduct all necessary research and investigations in accordance with the Delta-Mendota Subbasin Domestic Well Mitigation Policy.”

8. **AMENDMENT TO SECTION 8** The Parties hereby agree to add the following to Section 8 of the Activity Agreement:

“8.4 Domestic Well Mitigation Policy Funding. To fund the Domestic Well Mitigation Program, the Coordination Committee GSA groups agree to fund, according to their Participation Share, a total of \$300,000 into an interest-bearing Joint Cost Sharing Account. This account shall be funded with \$100,000 per year, for the first three years. Thereafter, the Coordination Committee shall annually review this Policy to determine if that fund is adequate or if additional funds are required. In the event additional funds are needed, a unanimous vote of the Coordination Committee will be required to increase the funding beyond \$300,000.

GSAs may request use of the funds pursuant to the Domestic Well Mitigation Policy. Thereafter, the account shall be reimbursed by the GSA in whose jurisdiction the funds were expended for mitigation pursuant to the Domestic Well Mitigation Policy.”

9. **AMENDMENT TO SECTION 9.** The Parties hereby agree to delete Section 9 of the Activity Agreement in its entirety and replace Section 9 with the following:

**“9. ACCOUNTABILITY, REPORTS AND AUDITS**

9.1. Full books and accounts for this Activity Agreement, including the Joint Cost Sharing Account, shall be maintained by the 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 shall be open to inspection by the Activity Participants at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

9.2. There shall be strict accountability of all funds deposited on behalf of the Activity Agreement with the Authority. The Authority shall manage and maintain a Joint Cost Sharing Account ledger detailing funds deposited and expensed in accordance with the Domestic Well Mitigation Policy. The Treasurer of the Authority, directly or acting through its Accounting Department, shall provide regular reports of Activity Agreement accounts. Funds of the Activity Agreement shall be subject to audit by the official auditor of the Authority. An Activity Participant may request an independent audit of the Activity Agreement funds, including those in the Joint Cost Sharing Account; any such audit shall be conducted at the expense of the requesting Activity Participant.”

10. **AMENDMENT TO SECTION 11.4.** The Parties hereby agree to delete Section 11.4 of the Activity Agreement in its entirety and replace Section 11.4 with the following:

“11.4. **Invoicing and Payment.** The Authority shall bill the Activity Participants for all Activity Agreement Expenses and Special Project Expenses, including the corresponding Joint Cost Sharing Account contribution, in their respective Participation Percentages on the same schedule as it utilizes for collecting membership dues to implement the Authority budget for each March 1 through the last day in February the following year, generally twice yearly in mid-March and August of such year. Payments are due 30 days following receipt of the Authority’s invoice.”

11. **AMENDMENT TO SECTION 14.** The Parties hereby agree to add the following to Section 14 of the Activity Agreement:

“14.5 In the event of either a voluntary withdrawal or deemed withdrawal by an Activity Participant, that Activity Participant shall remain liable for all funds withdrawn from the Joint Cost Sharing Account. Within thirty (30) days of withdrawing, the withdrawing Activity Participant shall refund all such funds withdrawn from the Joint Cost Sharing Account.”

12. In the event of any conflict between the terms of this Fourth Amendment and the Activity Agreement, First Amendment, Second Amendment, or Third Amendment the terms of this Fourth Amendment shall control.

13. This Fourth Amendment may be signed by the Parties in different counterparts and the signature pages combined to create one document binding on all parties.

IN WITNESS WHEREOF, the Members and the Authority have executed this Fourth Amendment 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: **EAGLE FIELD WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **FRESNO SLOUGH WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **MERCY SPRINGS WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **ORO LOMA WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **PACHECO WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **PANOCHE WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **SAN LUIS WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **TRANQUILLITY IRRIGATION DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**

**SS-MOA PARTICIPANT CONSENT TO FOURTH AMENDMENT  
TO THE CENTRAL DELTA-MENDOTA REGION  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT  
SERVICES ACTIVITY AGREEMENT**

The undersigned duly authorized representative of the SS-MOA Participant that has entered into a Memorandum of Agreement for Central Delta-Mendota Region Sustainable Groundwater Management Act Services with the San Luis & Delta-Mendota Water Authority hereby consents on behalf of such SS-MOA Participant to the Fourth Amendment to the Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement.

**SS-MOA PARTICIPANTS**

Agency Name: **CENTRAL DELTA-MENDOTA GSA**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **COUNTY OF FRESNO**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **COUNTY OF MERCED**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **SANTA NELLA COUNTY WATER DISTRICT**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: **WIDREN WATER DISTRICT GSA**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# PANOCHÉ WATER DISTRICT

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



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## OCTOBER 30, 2024, SPECIAL BOARD MEETING MEMORANDUM

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**TO:** BOARD OF DIRECTORS

**FROM:** JUAN CADENA, WATER RESOURCES MANGER

**SUBJECT:** WINSTON FARMS REQUEST FOR PG&E EASEMENT

**DATE:** OCTOBER 30, 2024

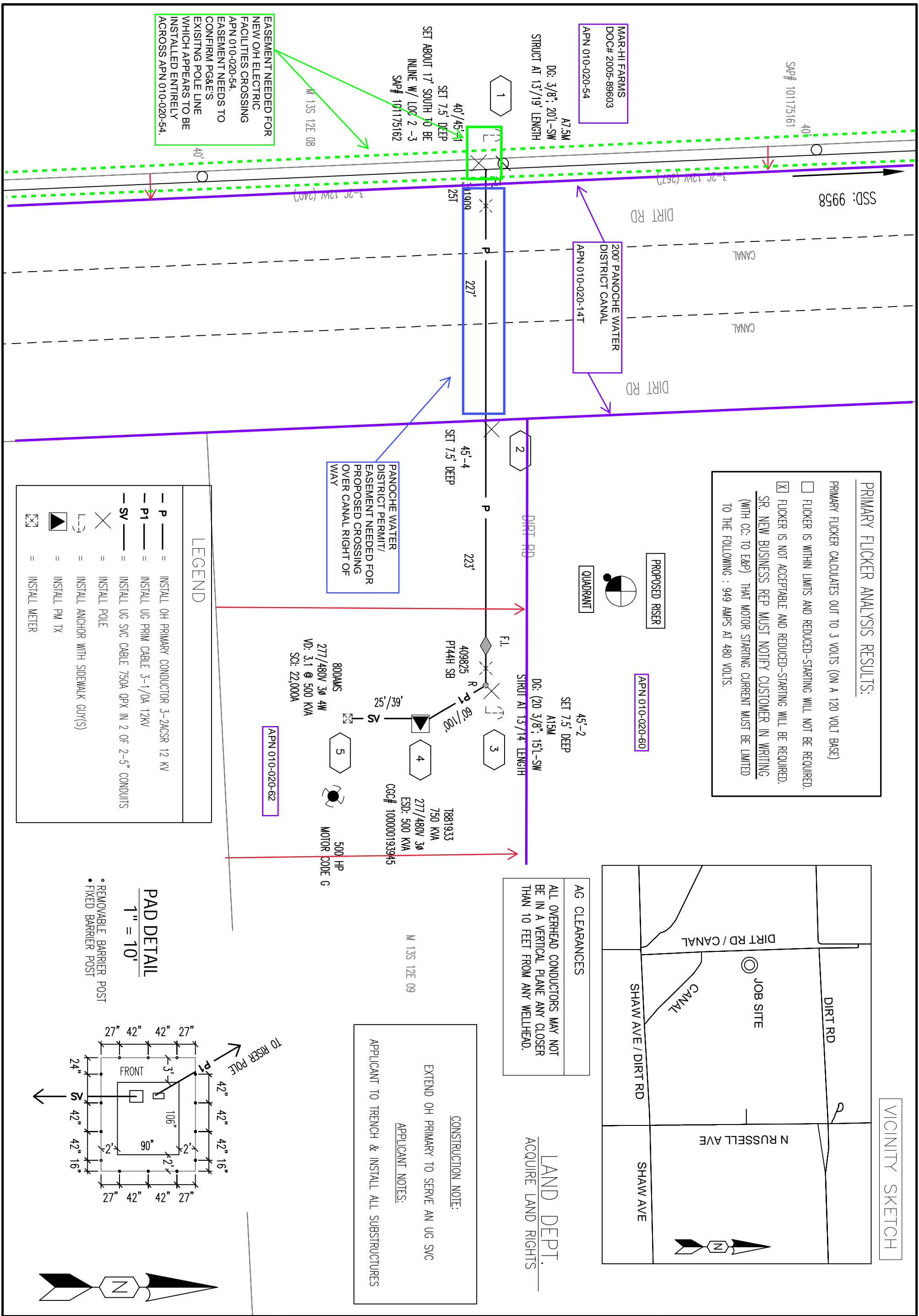
**CC:** PATRICK MCGOWAN, GENERAL MANAGER

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**BACKGROUND:** Staff has reviewed the proposed easement from Pacific Gas & Electric and inspected the proposed easement location. Water Resources Manager Juan Cadena has inspected the site and communicated with PG&E regarding the proposed location of the new power pole. He has determined that the proposed location would not interfere with District operations or maintenance.

**RECOMMENDATION:** The Board authorize execution of the permanent easement with Pacific Gas & Electric.



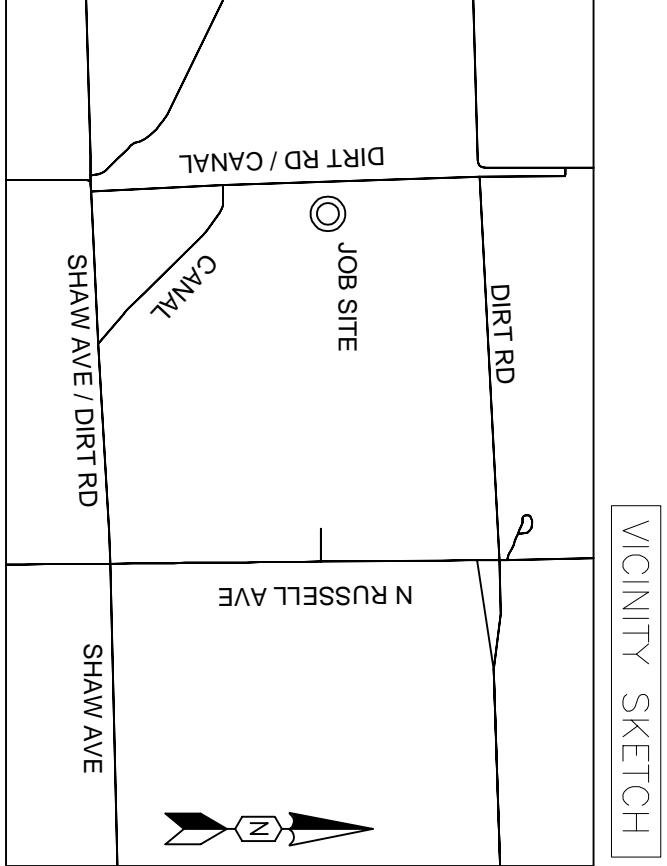


**PRIMARY FLICKER ANALYSIS RESULTS:**

PRIMARY FLICKER CALCULATES OUT TO 3 VOLTS (ON A 120 VOLT BASE)

FLICKER IS WITHIN LIMITS AND REDUCED-STARTING WILL NOT BE REQUIRED.

FLICKER IS NOT ACCEPTABLE AND REDUCED-STARTING WILL BE REQUIRED.  
 SR- NEW BUSINESS REP MUST NOTIFY CUSTOMER IN WRITING (WITH CC: TO E&P) THAT MOTOR STARTING CURRENT MUST BE LIMITED TO THE FOLLOWING : 949 AMPS AT 480 VOLTS.



AG CLEARANCES

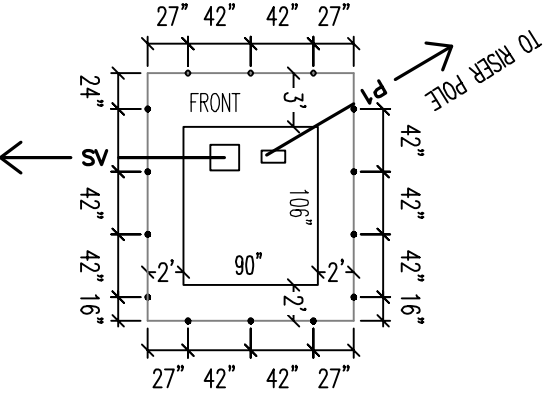
ALL OVERHEAD CONDUCTORS MAY NOT BE IN A VERTICAL PLANE ANY CLOSER THAN 10 FEET FROM ANY WELLHEAD.

LAND DEPT.  
ACQUIRE LAND RIGHTS.

CONSTRUCTION NOTE:  
EXTEND OH PRIMARY TO SERVE AN UG SVC

APPLICANT NOTES:  
APPLICANT TO TRENCH & INSTALL ALL SUBSTRUCTURES

PADD DETAIL  
1" = 10'



EASEMENT NEEDED FOR NEW O/H ELECTRIC FACILITIES CROSSING APN 010-020-54. EASEMENT NEEDS TO CONFIRM PG&E'S EXISTING POLE LINE WHICH APPEARS TO BE INSTALLED ENTIRELY ACROSS APN 010-020-54.

PANOCHÉ WATER DISTRICT PERMIT/ EASEMENT NEEDED FOR PROPOSED CROSSING OVER CANAL RIGHT OF WAY

**LEGEND**

- P** ——— = INSTALL OH PRIMARY CONDUCTOR 3-2ACSR 12 KV
- P1** ——— = INSTALL UG PRIM CABLE 3-1/0A 12KV
- SV** ——— = INSTALL UG SVC CABLE 750A QPX IN 2 OF 2-5" CONDUITS
- X** = INSTALL POLE
- ⊕** = INSTALL ANCHOR WITH SIDEWALK GUY(S)
- ⬤** = INSTALL PM TX
- ⊠** = INSTALL METER

PRIMARY VOLTAGE: 12 kV	VOLTAGE AREA: 2
LATITUDE: 36.81576	LONGITUDE: -120.67341
SOURCE SIDE DEVICE: 9958	
SUB & CIRCUIT: ORO LOMA 1118	
DSGN SAG: LT	RAPTOR ZONE: YES
LOADING AREA: LIGHT	ARRESTER DIST: 2
CORROSION AREA: NON	INSULATION DIST: B
EXEMPT EQUIP. INST.: N/A	FIRE AREA: LRA-TIER 1

## CONSTRUCTION SKETCH

### R88G+6M4 WOOD RANCH, CA

### FIREBAUGH

EST: PA HOUA VANG	559-341-2251
ADE: RICHARD PETINAK	559-417-9020
SUPV: HENRY DIAZ	559-341-5283
REP: TRENT MILLSAP	209-561-6070
PLNR: JAY PATEL	209-932-6448
NOTIF: 127116999	JPA#: N/A
SCALE: NTS	DATE: 1/5/2024
PM: 35514900	SHEET: 1 OF 1 REV. 0

**811 Know what's below. Call before you dig.**

NO ENVIRONMENTAL ISSUES

GAS CONFLICT: NO

NEAR LOC:

# PANOCHÉ WATER DISTRICT

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



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## OCTOBER 30, 2024, SPECIAL BOARD MEETING MEMORANDUM

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**TO:** BOARD OF DIRECTORS

**FROM:** JUAN CADENA, WATER RESOURCES MANGER

**SUBJECT:** TURLOCK FRUIT COMPANY REQUEST FOR PG&E EASEMENT

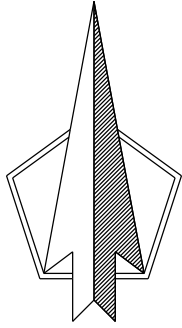
**DATE:** OCTOBER 30, 2024

**CC:** PATRICK MCGOWAN, GENERAL MANAGER

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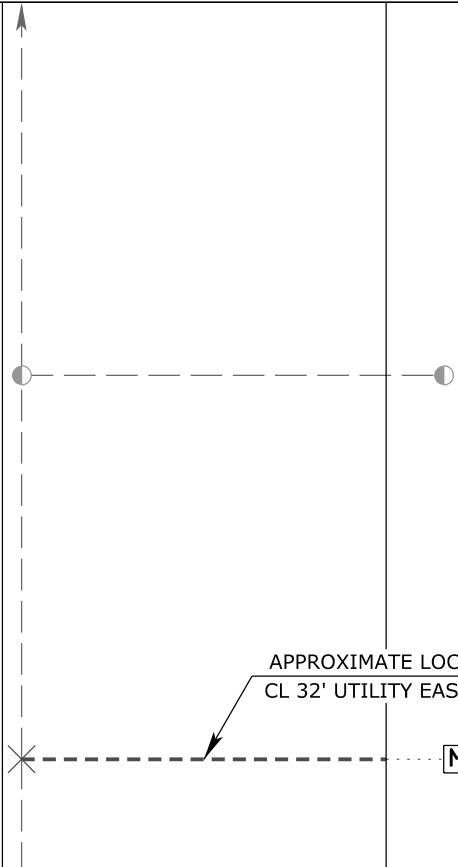
**BACKGROUND:** Staff has reviewed the proposed easement from Pacific Gas & Electric and inspected the proposed easement location. Water Resources Manager Juan Cadena has inspected the site and communicated with PG&E regarding the proposed location of the new power pole. He has determined that the proposed location would not interfere with District operations or maintenance.

**RECOMMENDATION:** The Board authorize execution of the permanent easement with Pacific Gas & Electric.

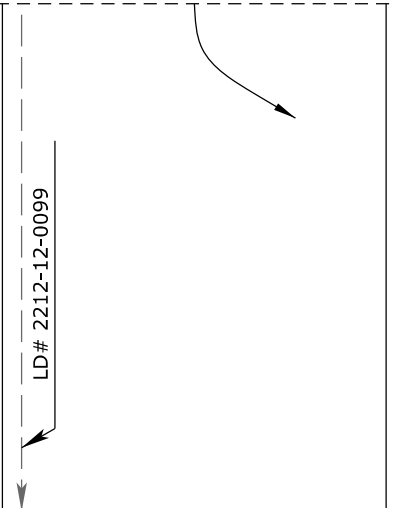
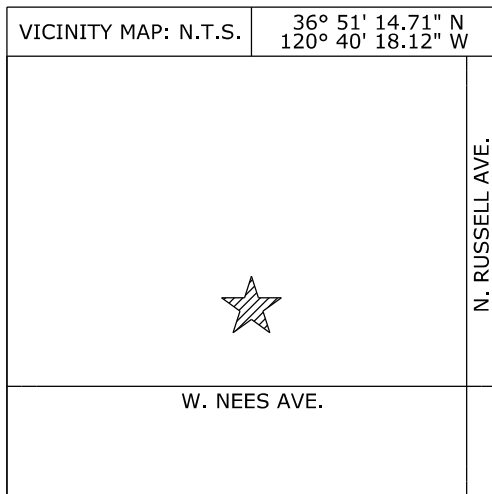


APN: 005-080-09

APN: 005-070-07



PANOCHÉ WATER DISTRICT  
APN: 005-070-06T



UNLESS OTHERWISE SHOWN  
ALL COURSES EXTEND TO OR  
ALONG ALL BOUNDARIES OR LINES

LEGEND	
	EXISTING POLE
	NEW POLE
	NEW METER BOX
	NEW OH CONDUCTOR
	EXISTING OH CONDUCTOR
	EASEMENT DELINEATION
	GRANTOR'S PROPERTY LINE
	PROPERTY LINE

**SECTION 28, SW¼ OF SW¼**

APPLICANT: STEVE SMITH TURLOCK, CA 95381				SCALE N. T. S.	DATE 02/06/2024
SECTION 28	TOWNSHIP 12S	RANGE 12E	MERIDIAN MDB&M	COUNTY: FRESNO	CITY OF: N/A
PLAT MAP REFERENCES: ELECTRIC MAP: AY129-C18(E) LD# 2212-12-0099				F.B.: N.A.	DR.BY: A7HO CH.BY: JYPX
<b>PG&amp;E</b>		FRESNO DIVISION	127354616 AUTHORIZ	35521793 DRAWING NO.	