

PANOCHÉ WATER DISTRICT

ADJOURNED REGULAR BOARD OF DIRECTORS MEETING

July 15, 2024 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. THE BOARD TO REVIEW AND CONSIDER APPROVING THE JUNE 11, 2024, REGULAR BOARD MEETING MINUTES (Reyes)

6. **FINANCIAL REPORTS (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 GIVE DIRECTION TO STAFF CONCERNING PANOCHÉ WATER DISTRICT DRAFT SOLAR POLICY (McGowan/Williams)**
8. **THE BOARD TO REVIEW AND CONSIDER ANY CHANGES TO THE CENTRAL VALLEY PROJECT WATER TRANSFER POLICY (McGowan)**
9. **THE BOARD TO REVIEW AND CONSIDER ASSET MANAGEMENT, WATER MANAGEMENT, AND ENERGY & COST OPTIMIZATION PROPOSALS FROM AGMONITOR (CADENA)**
10. **BOARD TO REVIEW AND GIVE DIRECTION TO STAFF REGARDING THE SUBSIDENCE MITIGATION POLICY ALONG THE DELTA MENDOTA CANAL WITHIN THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT'S DELTA MENDOTA SUBBASIN (McGowan)**
11. **BOARD TO REVIEW AND CONSIDER ENTERING INTO LICENSE AGREEMENT WITH THE WATER QUALITY IMPROVEMENT JOINT POWERS AGENCY FOR DOS PALOS AREA FOR CONVEYANCE OF DOMESTIC WATER THROUGH RAW WATER LINE (McGowan)**
12. **THE BOARD TO REVIEW AND CONSIDER ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH MIZUNO CONSULTING INC (McGowan)**

REPORT ITEMS

13. **DIVISION REPORTS**
 - A. Water Supply Update (Reyes)
 - B. Operations & Maintenance (Carlucci)
 - C. Domestic Water Treatment Plant (Cadena/McGowan)
 - D. Ethics, Compliance, and Risk Management Update (Marquez)
 - E. Human Resources Update (Brazil)
 - F. Other Matters
14. **THE BOARD TO RECEIVE AN UPDATE ON THE FOREFRONT SOLAR PROJECT FOR THE DISTRICT (Marquez)**
15. **THE BOARD TO RECEIVE AN UPDATE ON THE USBR WATER SMART GRANT PROJECT FOR THE CONTOUR CANAL AND EXPENSES. (McGowan/Marquez)**
16. **THE BOARD TO RECEIVE UPDATES FROM STAFF ON VARIOUS MATTERS AFFECTING THE DISTRICT (McGowan)**

- 17. GENERAL MANAGER'S REPORT (McGowan)**
- A. Outreach Efforts
 - B. Sustainable Groundwater Management Act
 - I. Central Delta Mendota SSMA
 - C. Los Vaqueros Expansion Project
 - D. North to South Transfer Program
 - E. Water Supply, Storage, and Conveyance Discussions
 - F. SLDMWA

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

19. 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

REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)

20. 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. 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
 - ii. 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
 - iii. 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
Under Negotiation: Price and Terms

Property: Water
Agency Negotiator: Patrick McGowan, General Manager
Negotiating Parties: Panoche Water District
Under Negotiations: Price and Terms

Property: Real Property
Agency Negotiator: Patrick McGowan, General Manager
Negotiating Parties: Panoche Water District, SLDMWA
Under Negotiations: Price and Terms

D. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov. Code Section 54957.6

Agency Designated Representative: Patrick McGowan, General Manager
Employee Organization: International Brotherhood of Electrical Workers

REPORT FROM CLOSED SESSION

21. FUTURE MEETING DATES

- A. Board to consider action to set special meeting date(s)
- B. Next regular meeting date: August 13, 2024

22. 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
June 11, 2024**

A regular meeting of the Board of Directors was held on June 11, 2024, starting at 10:43 am. Those present at the meeting were:

Directors: Aaron Barcellos, President
Beau Correia, Vice-President
Steve Fausone, Secretary
Wayne Western, Director

Staff : Patrick McGowan, General Manager
Marlene Brazil, Accounting Supervisor
Juan Cadena, Water Resources Manager
Chris Carlucci, Maintenance Manager
Josh Marquez, Contracts Administrator
Sandra Reyes, Water Master

Others: Palmer McCoy, GBA
Phil Williams, Legal Counsel
Mr. Makram (Mark) Hanna, Landowner
Maureen Hanna, Landowner

CALL TO ORDER

President Barcellos called the meeting to order at 10:43 am.

ROLL CALL

A quorum of the Board of Directors was present.

POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest.

PUBLIC COMMENT

Mr. Makram (Mark) Hanna at this time addressed the Board of Directors. Mr. Hanna stated that he came into the District in 2015 and had purchased a section of land on Bullard that didn't have any access to getting water delivered until just this year. Mr. Chase Hurley and Mr. Chris Carlucci worked together to get water accessible to Mr. Hanna's ground. Because of the location, the water delivered is often full of debris. Maintenance Manager Chris Carlucci pointed out that the turnout on Lateral 3 had been installed without a filter and was a contributing factor. A few of the board members gave examples of how they handle cleaning their own ditches and turnouts. Mr. Hanna explained that they are installing their own screen and acknowledged the hard work of Mr. Hurley and Mr. Carlucci to deliver him water. Mr. Hanna also addressed that 700 acres appears to have dilapidated equipment and system and that there should be some infrastructure in place. He explained that he is farming 400 acres out of the 750 due to the lack of being able to deliver water. Mr. Hanna asked the board to consider having the District provide additional turnouts and a pipeline to convey water to areas on his property. The Board of Directors requested Mr. Hanna provide a proposal/quote and that they would take that into consideration and would also be reviewing and following policy for a determination of what the District could provide.

ACTION ITEMS

THE BOARD TO REVIEW AND CONSIDER APPROVING THE MAY 21, 2024, REGULAR BOARD MEETING MINUTES

Upon a motion by Vice-President Correia and seconded by Secretary Fausone, the board approved the May 21, 2024, regular board meeting minutes that Water Master Sandra Reyes had presented.

The vote on the motion was as follows:

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

FINANCIAL REPORTS

- A. Accounts Payable**
- B. Monthly Financials**
- C. FYE 2024 Budget-to-Actual Report**
- D. Other Financial Matters Affecting the District**

Upon a motion by Vice-President Correia and seconded by Secretary Fausone, the board approved the financial reports as presented by Accounting Supervisor Mrs. Brazil. The vote on the motion was as follows:

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

THE BOARD TO REVIEW AND GIVE DIRECTION TO STAFF CONCERNING PANOCHÉ WATER DISTRICT DRAFT SOLAR POLICY

General Manager Patrick McGowan stated that this Agenda Item had already been discussed and addressed in the Panoche Drainage District board meeting.

THE BOARD TO REVIEW AND GIVE DIRECTION TO STAFF REGARDING THE SUBSIDENCE MITIGATION POLICY ALONG THE DELTA-MENDOTA CANAL WITHIN THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT'S DELTA MENDOTA SUBBASIN

General Manager Patrick McGowan informed the Board that he had recently spoken with Mr. Chase Hurley and a meeting to discuss future grower outreach will be determined soon.

THE BOARD TO DISCUSS AND CONSIDER ADOPTING RESOLUTION # 849-24 CALLING FOR A GENERAL ELECTION ON NOVEMBER 5, 2024, OF REPRESENTATIVES TO SERVE ON THE DISTRICT'S BOARD OF DIRECTORS

Contracts Administrator Josh Marquez explained that three positions will be up for re-election on November 5th. Currently the three positions are held by President Barcellos, Vice-President Correia, and Secretary Fausone.

After discussion by the board, and upon a motion by Secretary Fausone and seconded by Vice-President Correia, the Board approved Resolution # 849-24 calling for a General Election. The vote on the motion was as follows:

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

Abstain: None

DIVISION REPORTS

A. **Water Master Sandra Reyes gave the Water Supply Update as of June 1, 2024:**

San Luis Reservoir Total Storage:	<u>1,210,502 AF</u>
San Luis Reservoir Federal Storage:	<u>782,794 AF</u>
San Luis Reservoir % of Total Capacity	<u>58%</u>

Panoche Update as of June 1, 2024:

USBR 2024 Water Balance:	<u>47,738 AF</u>
USBR Resch. Water Balance	<u>0 AF</u>
May, 2024 Grower Deliveries:	<u>7,313 AF</u>
Total Deliveries to date (May):	<u>12,995 AF</u>

Ms. Reyes also reported on the following water department activities that occurred in May:

- The April O&M, Interest, and M&I billings were completed and mailed out mid-May.
- May's Billings will go out mid-June.
- Finalized the Water Inventory for the Auditor for WY 2024-25 & AJE for Resch. Water
- Colored and reported May's Water, M&I, and Transfer Usage for PWD for the DMC & SLC to SJRECWA/SLDMWA/USBR
- Need to allocate Grower transfer and well water for May Billings
- Working on the Water Payment Summaries to the USBR & SLDMWA for May
- Need to finish the PWD Board Minutes from 5-21-24
- Need to start implementing the Delinquency Policy on any past due accounts
- Need to issue credit to those that turned back their Supp'l Water
- Still working on: Tabulating Information for Crop Reports – Reconciling USBR FY2023 Water Deliveries and Charges

Water Resources Manager Juan Cadena presented the board with a water quality graph for the Main Station and another water quality graph for the T-Canal. Mr. Cadena explained that samples are being taken and monitored at two locations – the old station and station 2. Mr. Cadena also noted that the water quality graphs will be included from here on out in the board packet.

B. **Maintenance Manager Chris Carlucci reported on the following operations and maintenance activities that occurred in May:**

- General Maintenance.
- Staff installed new flow meter cage at Turnout 500 West.
- Staff made repairs to Russell weir (fixed rails for boards).
- Staff welded chains to Turnout gates 203,204 and Russell Turnout gates.
- Staff installed catwalk at Russell turnout for water treatment.
- Weed Control – Staff sprayed Contour canal and 93 ditch.
- Canal Treatments – PWD Main canal, Direct Connect, Station 2, T-Canal, T-2, T-3, Russell lift, and 11-E ditch.
- Preventative Pump Maintenance Plan. (work in progress)
- Equipment Replacement Forecast Plan. (work in progress)

- Domestic Water Treatment Plant – Ordered new Backflow apparatus for Bennett’s Chemical shop. (Location #3).
- Submitted application form for gasoline dispensing to San Joaquin Valley APCD.
- Pacheco WD – PWD staff repaired pipeline for 601 box.
- Pacheco WD Weed Control – PWD staff sprayed Pacheco solar panels.

C. **Domestic Water Treatment Plant:** There was nothing new to report for May.

D. **Contracts Administrator Josh Marquez reported on the following ethics, compliance, and risk management activities that occurred in May:**

Ethics and Compliance:

- No calls were reported on the Speak-Up Hotline for the month of May.
- Compilation of information on trainings and all updates for settlement agreement report to monitor.
- Compliance training for this month focused on the Alcohol and Drug Free Workplace District policy.

Risk Management:

- Safety Compliance Company conducted safety training on Wildfire Smoke and Valley Fever.

Contract Administration:

- Contour Canal – Registered with State Clearing House for myself and Summers Engineering to submit CEQA reports.

Other Matters: No Other Matters to report.

THE BOARD TO RECEIVE AN UPDATE ON THE FOREFRONT SOLAR PROJECT FOR THE DISTRICT

Contracts Administrator Josh Marquez provided the Board with a solar project update that meetings had been attended with Forefront Power regarding the next steps that needed to be taken. General Manager Patrick McGowan and Legal Counsel Phil Williams are to meet with the Forefront team to discuss the Purchase Power Agreement amendment that will include Board agreed upon cost increases associated with needed substation upgrades.

THE BOARD TO RECEIVE AN UPDATE ON THE USBR WATER SMART GRANT PROJECT FOR THE CONTOUR AND CANAL EXPENSES

Mr. Marquez noted that he had covered this item in his Ethics report that was given.

BOARD TO RECEIVE UPDATES FROM STAFF ON VARIOUS MATTERS AFFECTING THE DISTRICT

Staff reported on various items that had been completed, or were ongoing, on the Action Items List presented - dated May 21, 2024. General Manager Patrick McGowan reported that the District had received the AgMonitor Project Proposal. Explaining AgMonitor is an asset management program for pump efficiency with several benefits, such as energy costs and pump maintenance. AgMonitor is projecting that for every \$1 spent they are looking at \$3 in savings for you. Mr. McGowan explained that currently Mr. Cadena is working with them on going out to multiple sites. President Barcellos noted that AgMonitor can also help us to implement SGMA in the future.

GENERAL MANAGER’S REPORT

GM McGowan gave the following manager update for May:

- Outreach Efforts:** Nothing to report at this time.
- Sustainable Groundwater Management Act**

- I. **Central Delta Mendota SSMA** - Mr. McGowan reported that he had participated in a coordination meeting regarding SGMA. Mr. McGowan also noted that the public review comment period for the GSP would be ending June 28, 2024. A meeting has been scheduled for July 22, 2024, to accept the final review of the GSP. The implementation date of the GSP will be in January of 2025 and discussions are being held on the process of moving forward and implementing subsidence and pumping reduction.
- C. **Los Vaqueros Expansion Project** Mr. McGowan reported that the Project recently received the Contra Costa Water District facilities usage agreement which is in its public comment period now. The service fees and language are still being finalized and resolution has not yet been reached. Mr. McGowan explained that the goal is to have a representative come address the board over the next couple of months to help Panoche make its business case decision.
- D. **Water Storage and Conveyance Discussions:** Nothing to report at this time.
- E. **San Luis Delta Mendota Water Authority (SLDMWA)**
 Mr. McGowan reported that the SLDMWA's Board meeting was held last week and a discussion was had regarding possibly revising the SLDMWA O&M rates and that these rates would be retro-active to March 1st.
 Mr. McGowan also reported that the SLDMWA is looking at 4 individual 10 days of O'Neill outages, instead of a straight 45 day outage as originally anticipated for vital transformer rehabilitation work.
 Mr. McGowan reported that he, Mr. Chase Hurley, and Mr. Lon Martin met to have discussions on representing the Northern San Luis Unit that consists of Pacheco Water District, Panoche Water District, and San Luis Water District – to be able to have a more unified representation and voice.
- F. **Other:**
 No other matters to report.

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

No other items.

FUTURE MEETING DATES

- A. Next Adjourned Regular Meeting Date: July 15, 2024

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

At 12:57 pm, the Boards met in Closed Session to meet with legal counsel related anticipated litigation.
 At 1:18 pm, Mr. Williams reported that no reportable actions were taken in Closed session.

PANOCHÉ WATER DISTRICT CLOSED SESSION:

At 1:19 pm, the board met in closed session to have discussions with legal counsel related to anticipated and existing litigation. At 1:39 pm, Mr. Williams reported that no reportable actions were taken in Closed session.

ADJOURNMENT

With no further business, President Barcellos adjourned the meeting at 1:40 pm.

Aaron Barcellos, President

Steve Fausone, Secretary

PANOCHÉ WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 6/12/2024 thru 7/15/2024				
MECHANICS O & M CHECKING # 8566				
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
6/12/2024	42044	EAST SIDE CANAL & IRRIGATION CO.	\$ 380,520.00	630 AF OF WATER @ \$ 604.00
6/12/2024	42045	CORELOGIC INFORMATION SOLUTION	\$ 200.00	MAY 2024 APN RESEARCH
6/12/2024	42046	LAW OFFICES OF PHILIP A. WILLIAMS	\$ 5,700.00	MAY 2024 LEGAL SERVICES
6/12/2024	42047	SAGASER, WATKINS & WIELAND PC	\$ 52.50	APRIL & MAY 2024 LEGAL SERVICES
6/12/2024	42048	SAN LUIS CANAL COMPANY	\$ 61,733.57	630 AF @ \$ 97.85 WATER TRANSFER
6/12/2024	42049	SUMMERS ENGINEERING INC.	\$ 2,100.99	CONTOUR CANAL LINING PROJECT
6/12/2024	42050	WEST STANISLAUS IRRIGATION DISTRICT	\$ 937,500.00	TRANSFER OF 2,500 AF OF 24-25 PROJECT WATER
6/25/2024	42051	ACWA	\$ 70.00	HUMAN RESOURCE TRAINING (2) EMPLOYEES
6/25/2024	42052	ALL AMERICAN PLUMBING	\$ 1,043.51	REPAIRS TO DISTRICT HOUSE # 6
6/25/2024	42053	APPL, INC.	\$ 1,518.00	GBP & PWD IRRIGATION WATER SAMPLES
6/25/2024	42054	APPLIED EARTHWORKS, INC.	\$ 4,896.71	CULTURAL RESOURCE STUDY - CONTOUR CANAL
6/25/2024	42055	BACKFLOW APPARATUS & VALVE CO.	\$ 1,177.69	BACKFLOW APPARATUS - DOMESTIC PLANT
6/25/2024	42056	JUSTIN'S TIRE AND AUTO	\$ 515.37	REPAIRS TO #2, # 4B & # 44
6/25/2024	42057	BRYANT L. JOLLEY	\$ 2,625.00	WORK ON FY2024 AUDIT
6/25/2024	42058	ELECTRIC DRIVES	\$ 958.94	SERVICE STATION T4
6/25/2024	42059	FEDERAL EXPRESS	\$ 418.10	SHIPPING FOR WATER SAMPLES - GBP
6/25/2024	42060	FIREBAUGH CANAL WATER DISTRICT	\$ 370,980.63	WELL WATER 656 AF @ \$ 441.73 AND 185 AF @ \$ 438.95
6/25/2024	42061	GRASSLAND BASIN AUTHORITY	\$ 7,886.24	EQUIPMENT RENTAL 5/23/24 - 6/5/24 (REBILL MAVERICK)
6/25/2024	42062	LOOPUP	\$ 27.32	CONFERENCE LINE MAY 2024
6/25/2024	42063	MARFAB	\$ 216.20	SUPPLIES FOR CHEMICAL DEPARTMENT
6/25/2024	42064	MANUEL'S TIRE SERVICE	\$ 1,115.27	TIRES FOR # 42
6/25/2024	42065	NAPA AUTO PARTS	\$ 481.85	OIL & FUEL FILTERS & FUEL PUMP - DEDUCT FROM GBA RENTAL BILL
6/25/2024	42066	AMANDA NAVARRO	\$ 130.60	REIMBURSEMENT FOR BOARD MEETING LUNCH
6/25/2024	42067	PACIFIC GAS & ELECTRIC	\$ 32.08	JUNE 2024 ELECTRICAL POWER - REBILL GBA
6/25/2024	42068	PITNEY BOWES	\$ 489.85	QUARTERLY POSTAGE METER FEES
6/25/2024	42069	PRICE PAIGE & COMPANY	\$ 1,520.00	WORK IN PROGRESS AUDIT FY24
6/25/2024	42070	SAFETY COMPLIANCE COMPANY	\$ 275.00	SAFETY MEETING
6/25/2024	42071	SAN LUIS DELTA MENDOTA WATER AUTHORITY	\$ 8.00	COORDINATION COSTS FOR AMENDMENT FOR SGMA ROUND 1 IMPLEMENTATION GRANT
6/25/2024	42072	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	\$ 211.50	ANNUAL PERMIT GAS OPERATING, ENGINEERING FEES & FILING FEES
6/25/2024	42073	SANTOS FORD	\$ 534.82	REPAIRS TO # 40
6/25/2024	42074	SAVEMART SUPERMARKET	\$ 652.90	OFFICE SUPPLIES
6/25/2024	42075	UNWIRED BROADBAND, INC.	\$ 779.98	INTERNET SERVICE (2) MONTHS
6/25/2024	42076	VALLEY IRON INC.	\$ 3,239.73	IRON FOR WELDING SHOP
6/25/2024	42077	WATER RECLAMATION	\$ 2,850.94	PARTS FOR # 10E2, YARD LIGHT HOUSE # 6, PULL PUMP/MOTOR FOR LP-2, CHECK VFD PANEL #12E-3, PARTS FOR DOMESTIC PLANT, REPLACE 2 OIL DRIPPERS STA 6E PUMP 1 & 4, CHECK AUTOMATIC SETUP & INSTALL ELECTRODE STA #2 & CHECK VFD & ADJUST SENSOR RUSSELL LIFT PUMP # 1 & # 2
6/25/2024	42078	WESTAIR GASES & EQUIP, INC.	\$ 357.94	OXYGEN & ACETYLENE FOR SHOP
6/25/2024	42079	WESTSIDE WATER CONDITIONING	\$ 5,503.73	DROUGHT REPORT, BACTERIAL REPORT & WEEKLY SERVICES
6/25/2024	42080	WINDECKER INC.	\$ 5,386.72	1,450 GALLONS DYED DIESEL @ \$ 3.71
7/15/2024	42081	ACWA	\$ 17,986.47	2ND QUARTER 2024 WORKERS COMPENSATION INSURANCE
7/15/2024	42082	ACWA/JPIA	\$ 34,233.87	AUGUST 2024 INSURANCE - HEALTH \$ 31,705.84, DENTAL \$ 2,086.99, VISION \$ 352.64 & LIFE \$ 88.40
7/15/2024	42083	ALL AMERICAN PLUMBING	\$ 537.18	REPAIR DISTRICT HOUSE # 5
7/15/2024	42084	APPL, INC.	\$ 594.00	WATER SAMPLES - IRRIGATION & TURLOCK FRUIT (REBILL)
7/15/2024	42085	APEX ANNEX HEALTH CENTER, INC.	\$ 250.00	EMPLOYEE DOT EXAM
7/15/2024	42086	ASBURY ENVIRONMENTAL SERVICE	\$ 401.15	USED OIL, USED OIL SOLIDS & USED FILTERS PICKUP

	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	NAME
7/15/2024	42087	BAKER SUPPLIES	\$ 317.02	PARTS FOR CHAINSAW & HEDGER
7/15/2024	42088	AARON BARCELLOS	\$ 500.00	BOARD STIPEND JULY 2024
7/15/2024	42089	BCT CONSULTING	\$ 1,843.02	IT SERVICES JUNE 2024
7/15/2024	42090	JUSTIN'S TIRE AND AUTO	\$ 218.06	SERVICE # 6B & REPAIR # 7A
7/15/2024	42091	BRENNTAG PACIFIC, INC.	\$ 1,377.09	5 DRUMS OF CHLORINE FOR THE DOMESTIC PLANT
7/15/2024	42092	BRYANT L. JOLLEY	\$ 3,625.00	WORK ON YEAR END AUDIT INFORMATION & WATER INVENTORY
7/15/2024	42093	EDWARD NEILL CALLIS	\$ 500.00	BOARD STIPEND JULY 2024
7/15/2024	42094	CLARK PEST CONTROL	\$ 685.00	SHOP & OFFICE PEST CONTROL
7/15/2024	42095	BEAU CORREIA	\$ 500.00	BOARD STIPEND JULY 2024
7/15/2024	42096	DATCO SERVICE CORPORATION	\$ 162.20	DRUG TEST FEE FOR 3RD QUARTER & POST ACCIDENT DRUG TEST
7/15/2024	42097	FEDERAL EXPRESS	\$ 451.72	SHIPPING - WATER SAMPLES GBP
7/15/2024	42098	STEVE FAUSONE	\$ 500.00	BOARD STIPEND JULY 2024
7/15/2024	42099	CORELOGIC INFORMATION SOLUTION	\$ 200.00	JUNE 2024 APN RESEARCH
7/15/2024	42100	FRONTIER COMMUNICATION	\$ 450.17	JUNE 2024 TELEPHONE SERVICE
7/15/2024	42101	PAUL FUJITANI	\$ 2,000.00	JULY 2024 CONSULTING SERVICE
7/15/2024	42102	GILTON SOLID WASTE INC.	\$ 405.22	JUNE 2024 WASTE SERVICE
7/15/2024	42103	GRASSLAND BASIN AUTHORITY	\$ 7,920.00	EQUIPMENT RENTAL 6/6/2024 THRU 6/19/2024 (REBILL MAVERICK)
7/15/2024	42104	HOLT OF CALIFORNIA	\$ 247.69	PARTS FOR # 23 & # 25
7/15/2024	42105	HOME DEPOT CREDIT SERVICES	\$ 1,406.63	DISTRICT SUPPLIES
7/15/2024	42106	KRONICK	\$ 5,637.50	MAY 2024 LEGAL SERVICES
7/15/2024	42107	MARFAB	\$ 68.74	SAFETY GLASSES
7/15/2024	42108	MCGUIRE BOTTLED WATER	\$ 221.95	DRINKING WATER
7/15/2024	42109	DIANA MOSES	\$ 21.35	MILEAGE REIMBURSEMENT
7/15/2024	42110	NAPA AUTO PARTS	\$ 733.21	PARTS FOR # 86C, # 65, TRACTOR RENTAL (DEDUCT FROM EQUIP RENT - GBA) & DEF & GREASE
7/15/2024	42111	PACIFIC GAS & ELECTRIC	\$ 236,881.74	JUNE 2024 ELECTRICAL POWER
7/15/2024	42112	SAFETY COMPLIANCE COMPANY	\$ 250.00	SAFETY MEETING
7/15/2024	42113	SUMMERS ENGINEERING INC.	\$ 12,399.31	CONTOUR CANAL LINING PROJECT
7/15/2024	42114	TEE-DEE-US AUTO	\$ 748.78	SERVICE # 42
7/15/2024	42115	UNWIRED BROADBAND, INC.	\$ 389.99	INTERNET SERVICE
7/15/2024	42116	VERIZON WIRELESS	\$ 959.46	JUNE 2024 CELL SERVICE
7/15/2024	42117	PLATFORM TECHNOLOGY ADVISORS (WALPOLE)	\$ 87.50	HELP DARRYL SMITH ADJUST ACCOUNTS RECEIVABLES INVOICES THAT WERE CHANGED TO NOTE RECEIVABLE
7/15/2024	42118	WATER RECLAMATION	\$ 3,598.05	CHECK FILTER SYSTEM, REPLACE BACKWASH VALVE & NEW BLADDER TANK FOR CAMBRIA & DMC, CHECK ELECTRICAL-1 PUMP #3, SPRINKLER PARTS FOR OFFICE & REPAIR AIR VENT FROM OD PUMP
7/15/2024	42119	WAYNE WESTERN JR.	\$ 500.00	BOARD STIPEND JULY 2024
7/15/2024	42120	WESTSIDE WATER CONDITIONING	\$ 5,473.62	RECALIBRATION, CCR REPORT, BACTERIA TEST & WEEKLY SERVICE CALLS
7/15/2024	42121	WINDECKER INC.	\$ 8,868.08	900 GALS UNLEADED @ \$ 3.79, 800 GALS DYED DIESEL @ \$ 3.32 & 740 GALS DYED DIESEL @ \$ 3.51
7/15/2024	42122	XEROX FINANCIAL SERVICES	\$ 1,271.30	COPIER LEASE (2 MONTHS)
7/15/2024	42123	YOUNG'S AIR CONDITIONING	\$ 15,722.02	REPAIR AC - HOUSE # 4, NEW AIR CONDITIONER HOUSE # 4 & NEW AC FOR SERVER ROOM
7/15/2024	42124	ALEX AUTO DIAGNOSTICS	\$ 1,094.01	REPAIR # 4B & # 12C
6/3/2024	W000000936	WESTAMERICA VISA	\$ 12,346.91	SUPPLIES, LODGING FOR COMPLIANCE ACADEMY, QAC PREP TEST, CASTER WHEELS FOR WELDING SHOP, NOTEBOOKS FOR CANALMEN, ICE - GBP, LUNCH FOR BOARD MEETING, SAM ACCOUNT RENEWAL, ICE FOR EMPLOYEES, KEYFOB FOR # 18A, FUEL FOR # 18A, PRINTED HATS & SAFETY SHIRTS FOR EMPLOYEES, CAR WASH FOR # 18A, OIL CONTAINMENT UNITS FOR # 75A & # 75D, MONTHLY CHARGE FOR CHATGPT, CARD & GIFT CARD FOR M GARDNER & NEW ICE MACHINE
6/10/2024	W000000934	ISOLVED BENEFIT SERVICE	\$ 106.49	APRIL 2024 SAGE TIME SUPPORT
6/14/2024	W000000931	SLDM WATER AUTHORITY	\$ 229,819.14	MAY 2024 SLDMWA CONVEYANCE COSTS SLC \$ 198,058.20 & DMC \$ 31,760.94
6/14/2024	W000000932	U.S. BUREAU OF RECLAMATION	\$ 207,822.94	MAY 2024 USBR WATER COSTS SLC \$ 138,547.09 & DMC \$ 17,627.01, RESTORATION WATER COSTS FOR SLC \$ 45,694.87 & DMC \$ 5,953.97
6/18/2024	JE-90	TRANSFER FUNDS FOR PAYROLL	\$ 60,000.00	PAYROLL DATED 6/20/2024
6/18/2024	JE-91	TRANSFER FUNDS FOR PAYROLL	\$ 20,000.00	PAYROLL DATED 6/20/2024

	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	NAME
6/28/2024	W000000935	WESTAMERICA BANK	\$ 949.99	AMAZON - OFFICE & DISTRICT SUPPLIES, DISTRICT EMAILS, WATER JUG, FUEL FOR # 18A, MEALS, PARKING & HOTEL FOR ACWA CONFERENCE, SUPPLIES FOR METER SHOP, PARTS FOR SANDBLASTER, LUNCH FOR BOARD MEETING, MORTAR - BILLED PACHECO, MONTHLY CHARGE FOR CHATGPT & CREDIT FROM REDEEMING REWARD POINTS
7/2/2024	JE-102	TRANSFER FUNDS FOR PAYROLL	\$ 70,000.00	PAYROLL DATED 7/5/2024
		TOTAL	\$ 2,776,995.25	
MECHANICS PAYROLL CHECKING # 7895				
	CHECK			
DATE	NUMBER	NAME		MEMO
6/18/2024	PR-1508	NET PAYROLL	\$ 44,451.83	PAYROLL DATED 6/20/2024
6/19/2024	JE-92	EMPLOYMENT DEVELOPMENT	\$ 2,841.30	STATE PAYROLL TAX DEPOSIT
6/19/2024	JE-93	INTERNAL REVENUE SERVICE	\$ 15,183.75	FEDERAL PAYROLL TAX DEPOSIT
6/19/2024	JE-94	JOHN HANCOCK	\$ 7,240.49	401K RETIREMENT
6/18/2024	3362	PRINCIPAL LIFE INSURANCE COMPANY	\$ 475.10	JULY 2024 EMPLOYEE PAID INSURANCE
7/3/2024	JE-104	EMPLOYMENT DEVELOPMENT	\$ 2,848.30	STATE PAYROLL TAX DEPOSIT
7/3/2024	JE-105	INTERNAL REVENUE SERVICE	\$ 15,363.26	FEDERAL PAYROLL TAX DEPOSIT
7/3/2024	JE-106	JOHN HANCOCK	\$ 7,300.51	401K RETIREMENT
7/3/2024	PR1509	NET PAYROLL	\$ 46,549.31	PAYROLL DATED 7/5/2024
		TOTAL	\$ 142,253.85	

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

	INTEREST RATE	<u>June 30, 2024</u>	<u>May 31, 2024</u>
CURRENT LIABILITIES			
ACCOUNTS PAYABLE		\$1,083,298	\$225,253
TOTAL CURRENT LIABILITIES		\$1,083,298	\$225,253
CASH AND INVESTMENT ACCOUNTS			
MECHANICS BANK O&M CHECKING		\$323,523	\$38,551
MECHANICS BANK PAYROLL CHECKING		\$17,904	\$5,608
MECHANICS BANK MONEY MARKET	4.70%	\$10,697,439	\$11,178,256
MECHANICS BANK CONTRACTUAL OBLIGATION FUND MM (OVERCOLLECTION)	4.70%	\$1,923,610	\$1,916,846
LAIF	4.27%	\$1,627	\$1,627
2021 REVENUE BONDS - LAIF RESTRICTED (RATE STABILIZATION FUND)	4.27%	\$1,167,000	\$1,167,000
TOTAL CASH AND INVESTMENTS		\$14,131,102	\$14,307,888
ACCOUNTS RECEIVABLES			
WATER		\$816,383	\$3,002,202
GROUNDWATER MANAGEMENT FEE		-	-
DELINQUENT ACCOUNT CHARGES		\$607,266	\$318,696
OTHER		\$565	\$1,816
GBA NOTE RECEIVABLE (5 YEARS @ 1.75%)		\$167,487	\$188,423
PDD NOTE RECEIVABLE (1/2 AR) \$ 716,521 (5 YEARS @ 3.00%)		\$103,000	\$115,875
PDD NOTE RECEIVABLE ON ORIGINAL \$ 712,930 (5 YEARS @ 3.00%)		\$76,194	\$88,783
CASH ADVANCE - PROP 84		\$1,263,043	\$1,216,043
TOTAL ACCOUNTS RECEIVABLES		\$3,033,937	\$4,931,837
TOTAL CURRENT UNAUDITED ASSETS		\$17,165,039	\$19,239,725
NET CURRENT UNAUDITED ASSETS (NET CASH POSITION)		\$16,081,741	\$19,014,471

General Ledger Detail Report
Summary Report for Period 04 Ending 6/30/2024

PANOCHÉ WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000 MECHANIC CKNG #*****8566	38,551.28	2,997,718.08	2,712,746.72	284,971.36	323,522.64
13132-000 MECHANIC MM # 2305	11178255.80	39,183.32	520,000.00	480,816.68-	10697439.12
13412-000 MECHANIC PR#*****7895	5,607.75	160,000.00	147,704.16	12,295.84	17,903.59
13465-000 2021 REVENUE BONDS - LAIF	1,167,000.00	0.00	0.00	0.00	1,167,000.00
13470-000 CONTRACTUAL OBLIGATION FUND #9745	1,916,845.50	6,764.10	0.00	6,764.10	1,923,609.60
13520-000 LOCAL AGENCY INVESTMENT FD	1,627.34	0.00	0.00	0.00	1,627.34
Report Total:	14307887.67	3,203,665.50	3,380,450.88	176,785.38-	14131102.29

INTER-DISTRICT ACCOUNT RECONCILIATION
NON-AUDITED
July 15, 2024

PWD	
PANOCHÉ WATER DISTRICT ACCOUNTS/NOTES RECEIVABLE	
GBA NOTE PAYABLE (1.75% INTEREST OVER 5 YEARS)	\$ 1,125,024
PANOCHÉ DRAINAGE DISTRICT OUTSTANDING INVOICES (AR)	\$ 704,845
PANOCHÉ DRAINAGE DISTRICT NOTE PAYABLE FOR 1/2 OUTSTANDING INVOICES (3.00% INTEREST OVER 5 YEARS)	\$ 672,020
PROP 84 CASH ADVANCES	\$ 1,263,043
PDD NOTE PAYABLE ON ORIGINAL \$ 712,930.00 (6 MONTHLY PYMTS LEFT - 3.00% INTEREST)	\$ 76,194
Balance	\$ 3,841,126

PDD	
PANOCHÉ DRAINAGE DISTRICT ACCOUNTS/NOTES PAYABLE	
PANOCHÉ DRAINAGE DISTRICT OUTSTANDING INVOICES	\$ 704,845
PANOCHÉ DRAINAGE DISTRICT NOTE PAYABLE FOR 1/2 OUTSTANDING INVOICES (3.00% INTEREST OVER 5 YEARS)	\$ 672,020
PDD NOTE PAYABLE ON ORIGINAL \$ 712,930.00 (8 MONTHLY PYMTS LEFT - 3.00% INTEREST)	\$ 76,194
Balance	\$ 1,453,059

PDD/PROP 84	
PROP 84 ACCOUNTS PAYABLE	
PANOCHÉ WATER DISTRICT	\$ 1,263,043
Balance	\$ 1,263,043

PDD PROP 84 FUNDING STATUS	
GRANT AMOUNT	\$ 34,162,400
REQUESTED FUNDS (THRU INVOICE # 23)	\$ 17,409,874
FUNDS AVAILABLE	\$ 16,752,526

PROP 218 BOND RECONCILIATION ACT # 13470

	AMOUNT	AMOUNT COLLECTED	AMOUNT COLLECTED	TOTAL	OVER
FISCAL YEAR	PAID	1ST INSTALL	2ND INSTALL	COLLECTED	COLLECTED
2021-2022	\$ 408,037.24	\$ 781,500.48	\$ 578,240.97	\$ 1,359,741.45	\$ 951,704.21
2022-2023	\$ 928,836.50	\$ 732,241.77	\$ 669,778.73	\$ 1,402,020.50	\$ 473,184.00
2023-2024	\$ 929,477.02	\$ 719,997.07	\$ 648,571.47	\$ 1,368,568.54	\$ 439,091.52
	\$ 2,266,350.76			\$ 4,130,330.49	\$ 1,863,979.73
CHECKING ACCOUNT BALANCE WITH INTEREST 6.30.2024					\$ 1,923,609.60

2024 - 2025 ESTIMATED TAX ASSESSMENT COLLECTIONS & PAYMENTS

NEXT PAYMENT 8/31/2024	\$ 653,895.75
1ST INSTALL TAX ASSESSMENT 2024-2025 1/31/2025	\$ 744,579.77 AVERAGE
PAYMENT DUE 2/28/2025	\$ 276,255.75
2ND INSTALL TAX ASSESSMENT 2024-2025 5/1/2025	\$ 630,000.00
24.25 ESTIMATED OVERCOLLECTION	\$ 444,428.27

ORIGINAL BOND AMOUNT JULY 2021		
2021A BOND	\$	10,290,000
2021B BOND	\$	8,110,000
	\$	18,400,000

\$1,916,845.50 MAY 2024 BALANCE

\$54,584.87 INTEREST @ 4.44%

\$5,045.00 FUNDS TO START ACCOUNT

\$1,863,979.73 OVERCOLLECTION

\$1,923,609.60

MONEY MARKET FUND EARNING 4.4% INTEREST

6.11.2024

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: DARRYL SMITH

SUBJECT: PROP 218 WIIN ACT

DATE: JULY 15TH, 2024

CC: PATRICK MCGOWAN, GENERAL MANAGER

This is a discussion on the relative merits of processing a refund of the over collection of Prop218 WIIN Act assessments collected and paid us by the Fresno County Tax Assessor through that agency or whether the District should credit landowners themselves. We have contacted Fresno County Special Assessments division for their requirements and are awaiting their response. In the meantime, we put forward a number of items to consider.

Pros for using Fresno County.

They will refund based on the APN number. We tell them how much we want to have refunded and they will do the processing for a fee. We will either pay them or they will reduce their following assessment payment to us. We do not have to consider whether the landowner has outstanding amounts owed for unpaid taxes. That would be between the landowner and the Assessor. It is also not our concern to refund original owners in the case of land sales. The Assessor will refund based on the APN.

Cons for using Fresno County.

The fee they charge us may be high, between \$6000 and \$20,000. Also, do we give out the knowledge we are overcharging and thus create an expectation that there will be a refund each year.

Pros for refunding landowners ourselves.

We maintain the opportunity to credit the landowners through our accounts receivable system. Those who have a zero balance would get refunded the credit amount and those who owe the district unpaid water assessments would have their amount owing reduced. This gives us more control of the money going out. This is an at-will refund in the amount and timing we choose.

Cons for refunding landowners ourselves

We will have to do the detail work ourselves. This may be complicated as far as land that has sold in the interim. Also, we will need to check on the legality of refunding the over collection of assessment ourselves.

In summary, it comes down to a decision of cost and control. Do we want to pay the assessor to do something we can do ourselves. Especially where we maintain control of the process of when and how much we desire to refund.

PANOCHÉ WATER DISTRICT
 FY 2024 - 2025
 BUDGET TO ACTUAL
 MARCH 1, 2024 - FEBRUARY 28, 2025

WATER REVENUE

Supplemental Water
 USBR Rescheduled Water (WY 24-25)
 CVP Ag Water Contract (35%)
 Other Revenue
TOTAL WATER REVENUE

BUDGET	ACTUAL THRU 6.30.2024	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/25	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
\$7,220,199	\$ 890,151	12%	\$6,330,048	\$6,330,048	\$6,330,048	88%
\$641,201	\$ 906,478	141%	-\$265,277	-\$265,277	-\$265,277	-41%
\$3,548,448	\$ 2,054,403	58%	\$1,494,045	\$1,494,045	\$1,494,045	42%
\$780,000	\$ 821,028	105%	-\$41,028	-\$41,028	-\$41,028	-5%
\$12,189,848	\$4,672,060	38%	\$7,517,788	\$7,517,788	\$7,517,788	62%

WATER EXPENSES

Supplemental Water
 USBR Rescheduled Water (WY24-25)
 CVP Ag Water Contract (35%)
 Planning & Engineering
 Los Vaqueros Expansion
TOTAL WATER EXPENSES

BUDGET	ACTUAL THRU 6.30.2024	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/25	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
\$7,220,199	\$ 2,570,190	36%	\$4,650,009	\$4,650,009	\$4,650,009	64%
\$641,201	\$ 882,498	138%	-\$241,297	-\$241,297	-\$241,297	-38%
\$3,548,448	\$ 572,226	16%	\$2,976,222	\$2,976,222	\$2,976,222	84%
\$85,000	\$ 3,857	5%	\$81,143	\$81,143	\$81,143	95%
\$250,952	\$ 1,576	1%	\$249,376	\$249,376	\$249,376	99%
\$11,745,800	\$4,030,347	34%	\$7,715,453	\$7,715,453	\$7,715,453	66%

NET REVENUE/(DEFICIT)

\$444,048	\$641,713		(\$197,665)	(\$197,665)	(\$197,665)	
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O & M REVENUE

Operations & Maintenance
 Fresno/Merced Counties - 2021 CVP Bond
 Labor Reimbursement
 Reimbursed Expenses
 Domestic Water Treatment Plant
 Sustainable Groundwater Management
 Grant Revenue (Contour Canal)
 PWD Reserves (Contour Canal)
 PWD Reserves (Pumps & Structures Repairs)
 PDD Note Receivable \$ 712,930 2/1/2020 Less: Interest
 GBA Note Receivable \$ 1,201,924 3/1/2024 Less: Interest
 PDD Note Receivable \$ 716,521.50 2/29/2024 Less: Interest
TOTAL O & M REVENUE

BUDGET	ACTUAL THRU 6.30.2024	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/25	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
\$4,306,960	\$ 1,291,731	30%	\$3,015,229	\$3,015,229	\$3,015,229	70%
\$1,390,000	\$ 648,571	47%	\$741,429	\$741,429	\$741,429	53%
\$175,000	\$ 96,297	55%	\$78,703	\$78,703	\$78,703	45%
\$125,000	\$ 149,705	120%	-\$24,705	-\$24,705	-\$24,705	-20%
\$208,600	\$ 35,683	17%	\$172,917	\$172,917	\$172,917	83%
\$3,846	\$ 24,997	650%	(\$21,151)	(\$21,151)	(\$21,151)	-550%
\$1,347,382	\$ -	0%	\$1,347,382	\$1,347,382	\$1,347,382	100%
\$1,273,986	\$ -	0%	\$1,273,986	\$1,273,986	\$1,273,986	100%
\$250,000	\$ -	0%	\$250,000	\$250,000	\$250,000	100%
\$138,792	\$ 50,041	36%	\$88,751	\$88,751	\$88,751	64%
\$232,052	\$ 76,900	33%	\$155,152	\$155,152	\$155,152	67%
\$112,092	\$ 44,501	40%	\$67,591	\$134,848	\$67,591	60%
\$9,563,710	\$2,418,426	25%	\$7,145,284	\$7,212,541	\$7,145,284	75%

ADMINISTRATION EXPENSES

	BUDGET	ACTUAL THRU 6.30.2024	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/25	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
Legal Costs	\$115,200	\$ 37,718	33%	\$77,482	\$77,482	\$77,482	67%
2021 Bond Payment	\$930,152	\$ -	0%	\$930,152	\$930,152	\$930,152	100%
2021 CVP Bond Assessment Refund	-	\$ -	0%	-	-	-	100%
Salaries and Wages	\$667,170	\$ 212,955	32%	\$454,215	\$454,215	\$454,215	68%
Employees' Benefits	\$206,026	\$ 73,515	36%	\$132,511	\$132,511	\$132,511	64%
Payroll Burden	\$76,535	\$ 27,211	36%	\$49,324	\$49,324	\$49,324	64%
SLDMWA Activity Agreements	\$151,820	\$ 63,337	42%	\$88,483	\$88,483	\$88,483	58%
SLDMWA DHCCP Bond Payment	\$134,347	\$ -	0%	\$134,347	\$134,347	\$134,347	100%
Directors' Benefits	\$30,000	\$ 10,000	33%	\$20,000	\$20,000	\$20,000	67%
Insurance Costs	\$100,946	\$ 49,697	49%	\$51,249	\$51,249	\$51,249	51%
SWRCB Water Rights Fee	\$125,000	\$ -	0%	\$125,000	\$125,000	\$125,000	100%
Other Supplies & Services	\$100,000	\$ 45,813	46%	\$54,187	\$54,187	\$54,187	54%
Professional Services	\$50,000	\$ 10,575	21%	\$39,425	\$39,425	\$39,425	79%
Annual Audits	\$40,000	\$ 5,740	14%	\$34,260	\$34,260	\$34,260	86%
Communication Costs	\$42,000	\$ 17,846	42%	\$24,154	\$24,154	\$24,154	58%
Conferences and Training Costs	\$25,500	\$ 4,517	18%	\$20,983	\$20,983	\$20,983	82%
Utilities	\$40,000	\$ 13,711	34%	\$26,289	\$26,289	\$26,289	66%
TOTAL ADMINISTRATION EXPENSES	\$2,834,696	\$572,635	20%	\$2,262,061	\$2,262,061	\$2,262,061	80%

OPERATIONS & MAINTENANCE EXPENSES

	BUDGET	ACTUAL THRU 6.30.2024	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/25	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
Energy Costs	\$1,416,000	\$507,980	36%	\$908,020	\$908,020	\$908,020	64%
Salaries and Wages	\$847,882	\$271,034	32%	\$576,848	\$576,848	\$576,848	68%
Employees' Benefits	\$300,504	\$93,564	31%	\$206,940	\$206,940	\$206,940	69%
Payroll Burden	\$127,054	\$34,632	27%	\$92,422	\$92,422	\$92,422	73%
Reimbursable Expenses	\$125,000	\$77,397	62%	\$47,603	\$47,603	\$47,603	38%
Chemical Application	\$128,000	\$44,432	35%	\$83,568	\$83,568	\$83,568	65%
Domestic Water Treatment Plant	\$208,600	\$85,015	41%	\$123,585	\$123,585	\$123,585	59%
Fuel & Oil costs	\$100,000	\$47,848	48%	\$52,152	\$52,152	\$52,152	52%
Capital Cost - Depreciation	-	-	0%	-	-	-	100%
Equipment leases & rental	\$90,000	-	0%	\$90,000	\$90,000	\$90,000	100%
Pumps & Structures Repairs	\$282,960	\$71,158	25%	\$211,802	\$211,802	\$211,802	75%
Equipment repairs	\$85,000	\$23,961	28%	\$61,039	\$61,039	\$61,039	72%
Vehicle repairs & Maintenance	\$45,000	\$11,760	26%	\$33,240	\$33,240	\$33,240	74%
Buildings Repairs & Maintenance	\$60,000	\$16,888	28%	\$43,112	\$43,112	\$43,112	72%
Sustainable Groundwater Management	\$3,846	\$7,363	191%	(\$3,517)	(\$3,517)	(\$3,517)	-91%
Laboratory - Water Testing	\$22,000	\$3,295	15%	\$18,705	\$18,705	\$18,705	85%
Grant Expenses (Contour Canal)	\$1,347,382	-	0%	\$1,347,382	\$1,347,382	\$1,347,382	100%
PWD Expenses (Contour Canal)	\$1,273,986	\$53,739	4%	\$1,220,247	\$1,220,247	\$1,220,247	96%
PWD Reserves (Pumps & Structures Repairs)	\$250,000	-	0%	\$250,000	\$250,000	\$250,000	100%
TOTAL OPERATIONS & MAINTENANCE EXPENSES	\$6,713,214	\$1,350,066	20%	\$5,363,148	\$5,363,148	\$5,363,148	80%

TOTAL EXPENSES

\$9,547,910	\$1,922,701	\$7,625,209	\$7,625,209	\$7,625,209
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NET REVENUE/(DEFICIT)

\$15,800	\$495,725	-\$479,925	-\$412,668	-\$479,925
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Steve Fausone

July 8, 2024

Review Period: 4/5/2024 – 5/7/2024

Statement and documentation made available: 7/1/2024

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

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

Mr. Patrick McGowan – General Manager

Mr. Juan Cadena – Director of Operations

Mr. Chis Carlucci – Equipment Operations Manager

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

Sincerely,



Steve Fausone

Aaron Barcellos

July 1, 2024

Review Period 05/08/2024 – 06/08/2024

Statement and documentation made available: 07/01/2024

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. Patrick McGowan – General Manager

Mr. Juan Cadena – Director of Operations

Mr. Chris Carlucci

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

Sincerely,



Aaron Barcellos

PANOCHE WATER DISTRICT
AGED ACCOUNTS RECEIVABLE, BY DUE DATE
As of 6/30/2024

Delinquency Notification Steps

Name	L Day + 1 Month 31-60 Days		L Day + 2 Months 61-90 Days		L Day + 75 Days		L Day + 3 Months Over 90 Days		Total A/R
Azhderian, Ara	-		-				562.50		562.50
Cecilia Echeveste Survivor's Trust	17,114.76	✓							17,114.76
Correia, Bean and Katherine	2,647.50	✓							2,647.50
Correia 2015 Living Trust	9,470.96	✓	283.94				19,812.02		29,566.92
CSU Farms, LLC	43,691.72	✓							43,691.72
Hanna M&M Family Trust	53,141.40	✓							53,141.40
Harvest Point, LLC	34,430.40	✓							34,430.40
Helena Agri Enterprises, LLC	1,118.88	✓							1,118.88
Imperial Merchants							31.85		31.85
KB Family Farm	22,680.00	✓							22,680.00
Kenneth Bethel 2015 Trust	25,773.12	✓							25,773.12
Nyman Family		✓	452.40				25,995.60		26,448.00
Nyman, Brad & Kristi	35,745.81	✓	4,331.17				77,824.57		117,901.55
Nyman, Ms. Rebecca	42,661.00	✓	338.50				137,240.27		180,239.77
USC Farms, LLC	51,917.44	✓							51,917.44
Total:	340,392.99		5,406.01				261,466.81	\$	607,265.81
	Re-Issue Invoice		Re-Issue Invoice		Re-Issue Invoice		Re-Issue Invoice		
	Send Copy of Policy		Send Copy of Policy		Send Copy of Policy		Send Copy of Policy		
			Notify Owner & Wtr User		Notify Owner & Wtr User		Notify Owner & Wtr User		
			Deny New Wtr Orders		Deny New Wtr Orders		Deny New Wtr Orders		
			GM to call		GM to call		GM to call		
					15 Day Notice to Service		15 Day Notice to Service		
					Assign 1.5% Interest		Assign 1.5% Interest		
							Discontinue Wtr Service		
							May Discontinue Drainage		
							May Lien Property		

NOTES:

Patrick talked with Nyman & sent him the delinquency policy

Need to write off Ara's bill

Echeveste - Talked to him & e-mailed him his invoicing 7/3/2024 / Sending out check for \$10,000 today 7/10- another payment next week

Received a check from Bethel 7/10/2024 for \$ 9,216

Panoche Entity	Acct	Inv Date	Inv #	Amt	Pmt Details	
Water District	66822	9/7/2023		(30.00)	7/17/2024	147,781.68
Water District	66817	9/14/2023	43115	66,051.00	Acct 66822	11,001.60
Water District	66817	9/14/2023	43190	47,724.00	Acct 66736	21,749.06
Water District	66822	9/20/2023	43292	11,031.60	Acct 66817	114,217.89
Water District	66817	9/30/2023	43388	442.89	Acct 66818	813.13
Water District	66818	9/30/2023	43389	813.13		
Drainage District	66736	10/11/2023	23649	21,749.06		
Drainage District	66737	10/11/2023	23650	16,995.23	8/17/2024	133,933.40
Water District	66817	10/13/2023	43359	2,761.75	Acct 66822	15,416.40
Water District	66818	10/13/2023	43360	33,693.35	Acct 66736	724.68
Water District	66822	10/16/2023	43399	7,690.80	Acct 66737	17,419.97
Water District	66818	10/16/2023	43400	3,942.67	Acct 66817	23,360.88
Water District	66817	10/31/2023	43541	170.68	Acct 66818	77,011.47
Water District	66818	10/31/2023	43542	423.91		
Water District	66822	11/17/2023	43554	2,853.60		
Water District	66818	11/17/2023	43555	1,509.05		
Water District	66817	11/30/2023	43709	41.43		
Drainage District	66736	11/30/2023	23720	181.17		
Water District	66818	11/30/2023	43710	564.54		
Drainage District	66737	11/30/2023	23721	141.58		
Water District	66817	12/1/2023	43624	8,315.59		
Water District	66818	12/1/2023	43625	6,494.08		
Water District	66817	12/15/2023	43688	2,430.34		
Water District	66818	12/15/2023	43689	3,093.16		
Water District	66822	12/19/2023	43723	2,470.80		
Water District	66818	12/19/2023	43725	1,648.21		
Water District	66817	12/31/2023	43764	41.43		
Drainage District	66736	12/31/2023	23733	181.17		
Water District	66818	12/31/2023	43765	587.18		
Drainage District	66737	12/31/2023	23734	141.58		
Water District	66817	1/16/2024	43748	9,058.54		
Water District	66818	1/16/2024	43749	21,915.80		
Water District	66822	1/17/2024	43774	1,948.80		
Water District	66818	1/17/2024	43775	2,383.80		
Water District	66817	1/31/2024	43823	202.62		
Drainage District	66736	1/31/2024	23743	181.17		
Water District	66818	1/31/2024	43824	755.72		
Drainage District	66737	1/31/2024	23744	141.58		
Water District	66822	2/29/2024	43874	452.40		
Water District	66817	2/29/2024	43861	338.50		
Drainage District	66736	2/29/2024	23752	181.17		
Water District	66818	2/29/2024	43862	1,120.22	9/17/2024	134,987.94
Water District	66818	2/29/2024	43879	1,852.58	Acct 66822	4,797.80
Water District	66818	2/29/2024	43883	1,358.37	Acct 66736	25,097.49
Drainage District	66737	2/29/2024	23753	141.58	Acct 66737	19,753.35
Water District	66817	3/31/2024	43987	338.50	Acct 66817	42,999.50
Drainage District	66736	3/31/2024	23761	181.17	Acct 66818	42,339.80
Water District	66818	3/31/2024	43988	1,120.22		
Drainage District	66737	3/31/2024	23762	141.58		
Water District	66818	4/18/2024	43993	1,573.81		
Drainage District	66736	4/19/2024	23830	24,735.15		
Drainage District	66737	4/19/2024	23831	19,328.61		
Water District	66817	4/24/2024	44098	42,322.50		
Water District	66818	4/24/2024	44099	33,051.78		
Water District	66817	4/30/2024	44340	338.50		
Drainage District	66736	4/30/2024	23888	181.17		
Water District	66818	4/30/2024	44341	1,168.38		
Drainage District	66737	4/30/2024	23889	141.58		
Water District	66822	5/15/2024	44347	797.80		
Water District	66818	5/15/2024	44348	1,094.44		

Panoche Water District and Panoche Drainage District
Joint Solar Energy Policy

The Districts’ Objectives

Through this Joint Solar Energy Policy (“Joint Solar Policy”), the Panoche Water District and the Panoche Drainage District (collectively, the “Districts”) intend to ensure landowners within the Districts are able to repurpose their irrigable lands while retaining their irrigable allotment despite the conversion of the land to non-irrigation purposes. Through this Joint Solar Policy the Districts intend to support sustainable development by facilitating solar energy projects on agricultural lands within the Districts while ensuring the conservation of agricultural resources and compliance with environmental standards.

Scope

This Joint Solar Policy supersedes any previously-adopted policy by either District related to the use of solar or the development of solar energy projects on lands within the Districts to the extent the language in this Joint Solar Policy directly conflicts with language in any previously-adopted District policy. To the extent any provision in this Joint Solar Policy directly conflicts with the Water District’s policy regarding the transfer of water (*see, e.g.*, the Water District’s CVP Transfer Policy) or the Districts’ policies regarding delinquency (*see, e.g.*, the Districts’ Joint Delinquency Policy), the terms in this Joint Solar Policy shall control. The Board of Directors retains the authority to apply this Joint Solar Policy or grant any exceptions thereto and to reconcile any conflict with other District policies.

The following definitions shall apply to this Solar Policy:

“Exchange” shall mean the transfer of water from one Parcel within either of the Districts to another Parcel ~~owned by the same Landowner~~ within either of the Districts.

“Landowner” shall mean any person(s) or entity(ies) that or who holds title to real property within either District.

“Parcel” shall mean any real property within either District that has a unique Assessor’s Parcel Number.

“Solar Energy Generation” shall mean the active production of solar energy, such as through the use of photovoltaic solar devices.

“Solar Energy Storage” shall mean the storage of energy created by Solar Energy Generation.

“Solar Energy Transmission” shall mean the transmission of energy initially created by Solar Energy Generation.

*Panoche Water District and Panoche Drainage District
Joint Solar Policy*

Adopted: _____

“Solar Operator” shall mean the entity that has primary responsibility for operating, maintaining, and/ or managing a Solar Project on a Parcel.

“Solar Project(s)” shall mean projects on lands within either District that are devoted to Solar Energy Generation, ~~and/or~~ Solar Energy Storage, or Solar Energy Transmission, or two or more of each.

“Solar Project Parcel” shall mean a Parcel that can receive an agricultural water allocation, where at least ~~ten~~ three (103) acres of said Parcel are proposed for or contain a Solar Project; *provided*, however, that a Solar Project that directly offsets a common Landowner’s power usage is not subject to the ~~ten~~ three (103) acre minimum and may still qualify as a Solar Project Parcel.

Solar Energy Policy

Any Parcel that is eligible for an agricultural water allocation shall not lose such eligibility so long as such Parcel qualifies as a Solar Project Parcel as defined in this Joint Solar Policy. Subject to the requirements below and the Water District’s CVP Water Transfer Policy, adopted April 14, 2020, (the “CVP Water Transfer Policy”), Landowners of Solar Project Parcels shall be allowed to Exchange ~~any portion~~ of a CVP agricultural water allocation to (an)other Parcel(s) ~~owned by the same Landowner~~ within either District as may be provided for below.

Eligibility Requirements for Solar Project Parcels of ~~Ten~~ Three (103) Acres or Larger

A Landowner(s) of a Solar Project Parcel that is proposed to contain or contains a Solar Project of ~~ten~~ three (103) acres or larger shall comply with the following in order to retain the Parcel’s eligibility to receive a CVP agricultural water allocation and/ or be allowed to Exchange any portion of such CVP agricultural water allocation to (an)other Parcel(s):

1. Except as provided for otherwise in this Solar Policy, the Landowner(s) of a Solar Project Parcel shall timely execute a Water Management Agreement. For existing Solar Projects as of the date this Solar Policy is adopted by the District, the District will provide a Landowner(s) of a Solar Project Parcel sixty (60) calendar days to execute a Water Management Agreement. After the sixtieth (60th) day, and in accordance with the timelines and notices in the District’s Delinquency Policy, the General Manager shall discontinue District services to any Solar Project Parcel the Landowner(s) of which have not entered a Water Management Agreement with the District. The Water Management Agreement shall:
 - a. Unless otherwise excused by the General Manager in the case of an already-existing Solar Project(s) as of the time this Solar Policy is adopted, be entered and executed prior to any permitting, design, or construction activity related to the Solar Project;
 - b. Provide proof to the satisfaction of the General Manager that the Landowner(s) is in good standing with the District;

*Panoche Water District and Panoche Drainage District
Joint Solar Policy*

Adopted: _____

- c. Provide proof to the satisfaction of the General Manager that the Landowner(s) has been issued or is in the process of being issued a Conditional Use Permit and/ or any other similar permit by the relevant County;
 - d. Include an agreement that the Landowner(s) shall ensure all District assessments, fees, charges, etc., have been, are, and shall be timely paid;
 - e. Acknowledge that any agricultural water allocation being Exchanged by the Landowner(s) from a Solar Project Parcel shall only be Exchanged to (an)other Parcel(s) owned by the same Landowner in the District;
 - f. Provide provisions that, to the satisfaction of the General Manager, incorporate strategies, either through operational practices or post-project decommissioning plans, to maintain or restore the Parcel’s agricultural utility, including:
 - i. Removal plans for Solar Project infrastructure, excluding major electrical transmission components, to restore and ensure the land’s agricultural capability; and
 - ii. Financial assurances, such as performance bonds, that secure the execution of decommissioning plans to the satisfaction of the local approval authority, or, if no such authority exists, to the satisfaction of the General Manager, to restore and ensure the land’s agricultural capability.
 - g. Contain any other terms the General Manager deems appropriate.
2. All District levies, assessments, fees, charges, etc., remain the responsibility of the Landowner of any Solar Project Parcel. The General Manager may refuse an Exchange of water under this Joint Solar Policy if such payments are not timely paid according to the Districts’ policies.
3. At the discretion of the General Manager, a Landowner(s) whose Parcel contains an active agricultural operation dependent on the District’s CVP agricultural water supply may, upon written request, be relieved of the requirement in Paragraph 1 above to execute a Water Management Agreement subject to the following:
- a. The requesting Landowner(s) must demonstrate to the satisfaction of the General Manager that the requesting Landowner(s) holds title to the Solar Project Parcel and at least one other Parcel that has a history of and is currently capable of receiving the District’s agricultural water service. Periodic fallowing of any Parcel shall not of itself be grounds to remove this condition; *provided*, however, any fallowed Parcel shall have been, and must continue to be, disced and tilled at least every three (3) years;

b. The requesting Landowner must demonstrate to the satisfaction of the General Manager that the requesting Landowner is responsible for providing the Solar Operator with access to District agricultural water supply service to satisfy the water needs of the Solar Project; and

~~c. A Landowner(s) of a Parcel where District CVP agricultural water service is used by the Landowner(s) on that Parcel for the sole purpose of livestock operations shall not be eligible for the exemption from the requirement of Paragraph 1 above to execute a Water Management Agreement.~~

e. Nothing in this Joint Solar Policy is intended to, nor does it, restrict the Board's authority, regardless of anything in the foregoing to the contrary, to determine whether a Parcel qualifies as a Solar Energy Parcel or whether water may be Exchanged due to a Parcel's qualification as a Solar Energy Parcel.

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Panoche Water District and Panoche Drainage District
Joint Solar Energy Policy

The Districts’ Objectives

Through this Joint Solar Energy Policy (“Joint Solar Policy”), the Panoche Water District and the Panoche Drainage District (collectively, the “Districts”) intend to ensure landowners within the Districts are able to repurpose their irrigable lands while retaining their irrigable allotment despite the conversion of the land to non-irrigation purposes. Through this Joint Solar Policy the Districts intend to support sustainable development by facilitating solar energy projects on agricultural lands within the Districts while ensuring the conservation of agricultural resources and compliance with environmental standards.

Scope

This Joint Solar Policy supersedes any previously-adopted policy by either District related to the use of solar or the development of solar energy projects on lands within the Districts to the extent the language in this Joint Solar Policy directly conflicts with language in any previously-adopted District policy. To the extent any provision in this Joint Solar Policy directly conflicts with the Water District’s policy regarding the transfer of water (*see, e.g.*, the Water District’s CVP Transfer Policy) or the Districts’ policies regarding delinquency (*see, e.g.*, the Districts’ Joint Delinquency Policy), the terms in this Joint Solar Policy shall control. The Board of Directors retains the authority to apply this Joint Solar Policy or grant any exceptions thereto and to reconcile any conflict with other District policies.

The following definitions shall apply to this Solar Policy:

“Exchange” shall mean the transfer of water from one Parcel within either of the Districts to another Parcel within either of the Districts.

“Landowner” shall mean any person(s) or entity(ies) that or who holds title to real property within either District.

“Parcel” shall mean any real property within either District that has a unique Assessor’s Parcel Number.

“Solar Energy Generation” shall mean the active production of solar energy, such as through the use of photovoltaic solar devices.

“Solar Energy Storage” shall mean the storage of energy created by Solar Energy Generation.

“Solar Energy Transmission” shall mean the transmission of energy initially created by Solar Energy Generation.

“Solar Operator” shall mean the entity that has primary responsibility for operating, maintaining, and/ or managing a Solar Project on a Parcel.

“Solar Project(s)” shall mean projects on lands within either District that are devoted to Solar Energy Generation, Solar Energy Storage, or Solar Energy Transmission, or two or more of each.

“Solar Project Parcel” shall mean a Parcel that can receive an agricultural water allocation, where at least ten (10) acres of said Parcel are proposed for or contain a Solar Project; *provided*, however, that a Solar Project that directly offsets a common Landowner’s power usage is not subject to the ten (10) acre minimum and may still qualify as a Solar Project Parcel.

Solar Energy Policy

Any Parcel that is eligible for an agricultural water allocation shall not lose such eligibility so long as such Parcel qualifies as a Solar Project Parcel as defined in this Joint Solar Policy. Subject to the requirements below and the Water District’s CVP Water Transfer Policy, adopted April 14, 2020, (the “CVP Water Transfer Policy”), Landowners of Solar Project Parcels shall be allowed to Exchange any portion of a CVP agricultural water allocation to (an)other Parcel(s) owned by the same Landowner within either District as may be provided for below.

Eligibility Requirements for Solar Project Parcels of Ten (10) Acres or Larger

A Landowner(s) of a Solar Project Parcel that is proposed to contain or contains a Solar Project of three (3) acres or larger shall comply with the following in order to retain the Parcel’s eligibility to receive a CVP agricultural water allocation and/ or be allowed to Exchange any portion of such CVP agricultural water allocation to (an)other Parcel(s):

1. Except as provided for otherwise in this Solar Policy, the Landowner(s) of a Solar Project Parcel shall timely execute a Water Management Agreement. For existing Solar Projects as of the date this Solar Policy is adopted by the District, the District will provide a Landowner(s) of a Solar Project Parcel sixty (60) calendar days to execute a Water Management Agreement. After the sixtieth (60th) day, and in accordance with the timelines and notices in the District’s Delinquency Policy, the General Manager shall discontinue District services to any Solar Project Parcel the Landowner(s) of which have not entered a Water Management Agreement with the District. The Water Management Agreement shall:
 - a. Unless otherwise excused by the General Manager in the case of an already-existing Solar Project(s) as of the time this Solar Policy is adopted, be entered and executed prior to any permitting, design, or construction activity related to the Solar Project;
 - b. Provide proof to the satisfaction of the General Manager that the Landowner(s) is in good standing with the District;

- c. Provide proof to the satisfaction of the General Manager that the Landowner(s) has been issued or is in the process of being issued a Conditional Use Permit and/ or any other similar permit by the relevant County;
 - d. Include an agreement that the Landowner(s) shall ensure all District assessments, fees, charges, etc., have been, are, and shall be timely paid;
 - e. Acknowledge that any agricultural water allocation being Exchanged by the Landowner(s) from a Solar Project Parcel shall only be Exchanged to (an)other Parcel(s) owned by the same Landowner in the District;
 - f. Provide provisions that, to the satisfaction of the General Manager, incorporate strategies, either through operational practices or post-project decommissioning plans, to maintain or restore the Parcel’s agricultural utility, including:
 - i. Removal plans for Solar Project infrastructure, excluding major electrical transmission components, to restore and ensure the land’s agricultural capability; and
 - ii. Financial assurances, such as performance bonds, that secure the execution of decommissioning plans to the satisfaction of the local approval authority, or, if no such authority exists, to the satisfaction of the General Manager, to restore and ensure the land’s agricultural capability.
 - g. Contain any other terms the General Manager deems appropriate.
2. All District levies, assessments, fees, charges, etc., remain the responsibility of the Landowner of any Solar Project Parcel. The General Manager may refuse an Exchange of water under this Joint Solar Policy if such payments are not timely paid according to the Districts’ policies.
 3. At the discretion of the General Manager, a Landowner(s) whose Parcel contains an active agricultural operation dependent on the District’s CVP agricultural water supply may, upon written request, be relieved of the requirement in Paragraph 1 above to execute a Water Management Agreement subject to the following:
 - a. The requesting Landowner(s) must demonstrate to the satisfaction of the General Manager that the requesting Landowner(s) holds title to the Solar Project Parcel and at least one other Parcel that has a history of and is currently capable of receiving the District’s agricultural water service. Periodic fallowing of any Parcel shall not of itself be grounds to remove this condition; *provided*, however, any fallowed Parcel shall have been, and must continue to be, disced and tilled at least every three (3) years;

- b. The requesting Landowner must demonstrate to the satisfaction of the General Manager that the requesting Landowner is responsible for providing the Solar Operator with access to District agricultural water supply service to satisfy the water needs of the Solar Project; and
- c. Nothing in this Joint Solar Policy is intended to, nor does it, restrict the Board's authority regardless of anything in the foregoing to the contrary, to determine whether a Parcel qualifies as a Solar Energy Parcel or whether water may be Exchanged due to a Parcel qualification as a Solar Energy Parcel.

PANOCHÉ WATER DISTRICT	CURRENT VERSION DATES 4/14/2020	LAST REVIEW DATE 4/12/2022
	RESPONSIBLE FUNCTION: General Manager	
Central Valley Project Water Transfer Policy	APPROVED BY: Board of Directors	
	ORIGINAL ISSUE DATE 4/14/2020	NEXT REVIEW DATE 4/11/2023

CVP Water Transfer Policy

Board Adopted – April 14, 2020

District's Objectives

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

Scope

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

Policy

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

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

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

Review

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

Panoche Water District

CVP Water Transfer Policy
(Board Adopted – April 14, 2020)

The District’s Objectives

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

Scope

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

The following definitions shall apply to this CVP Water Transfer Policy:

“CVP Water” shall mean water developed by the United States as part of the Central Valley Project and delivered to the District in accordance with the District’s CVP water contract with the United States and through the San Luis Unit and Delta Division.

“Transfer” shall mean the exchange of CVP Water from lands within the District to lands outside the District. The exchange of water between lands or landowners within the District is not a “Transfer” for purposes of this Policy.

Policy

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

- 1) If the District’s water supply, including CVP Water, is insufficient to meet historic in-District water supply demands, as defined by the District, water transfers out of the District will be generally prohibited. However, landowners and water users may request consideration by the Board of Directors in case of hardship. A written request for

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*Panoche Water District
CVP Water Transfer Policy*

Adopted: _____

consideration explaining the hardship must be submitted to the General Manager and will be considered by the Board at its next regularly scheduled meeting.

- 2) If the District's water supply, including CVP Water, is sufficient to meet historic in-District water supply demands, as defined by the District, the ~~T~~transfer of CVP Water out of the District may be allowed.
 - a. All ~~T~~transfers must take place during the water year (March through February) in which the water was allocated. The ~~T~~transfer of water rescheduled into a subsequent water year is subject to the terms of the Bureau of Reclamations then current Rescheduling Guidelines.
 - b. Prior to ~~T~~transfer, the transferee shall pay for each acre-foot of CVP Water requested for transfer: 1) the then current CVP Water supply rate and, 2) the District's Operations & Maintenance rate, each as determined by the District and approved by the Board of Directors.

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

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Review

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

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Established in the 1950's, Panoche Water District operates with a mission of providing prompt, dependable, and economically feasible water services to landowners and water users



AgMonitor project Proposal to Panoche Water District

Matt Nunes, Sales Engineering Manager

Olivier Jerphagnon, Founder & CEO

Web: <https://agmonitor.com>; Telephone: (415) 658 - 7125

Who we are: AgMonitor

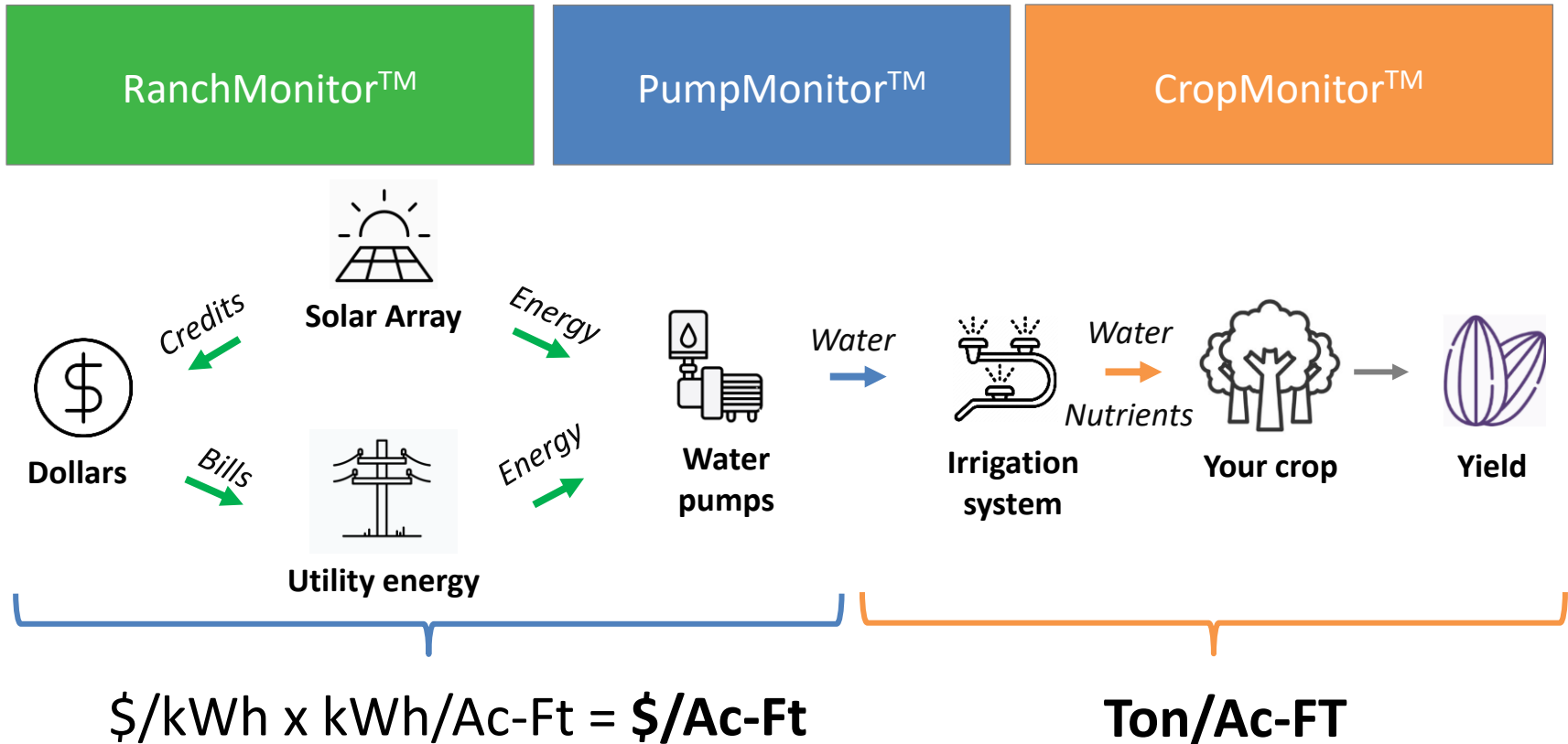
- Software company focused on improving crop yield while reducing the cost of water, nutrient and energy inputs
- Dual culture in Ag and Tech with offices in Fresno & San Mateo
- Founded in 2013
 - Deployed on over 250,000 acres in California (doubling each year);
 - 6 patents and more than 24 data partners to simplify farming operation;
 - Existing partnerships with growers, utilities (PG&E, SCE, etc.), districts (HMRD), farms (Bowles, Terranova, etc.) and UC system (research)



Our team



What we do: help produce more with less



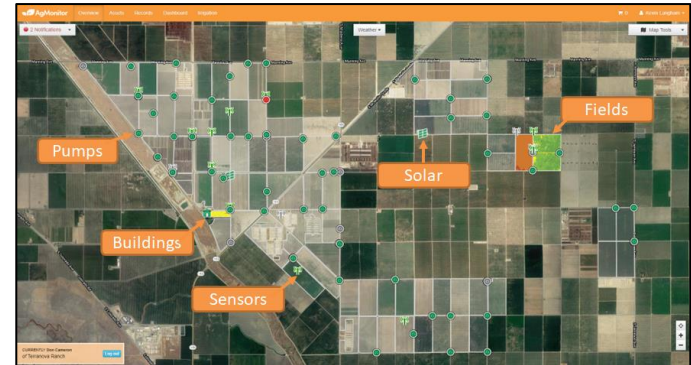
Manage your energy and water assets to reduce operational costs and report on sustainability (water, energy, and GHG)

Manage your crop to improve water use efficiency and profits by closing the loop in irrigation

AgMonitor platform helps in three steps

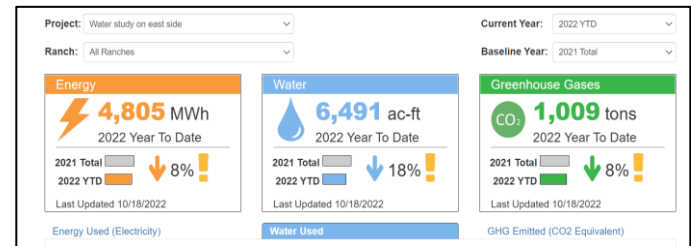
1. Digitize

- Accurate digital copy of all farm and irrigation assets



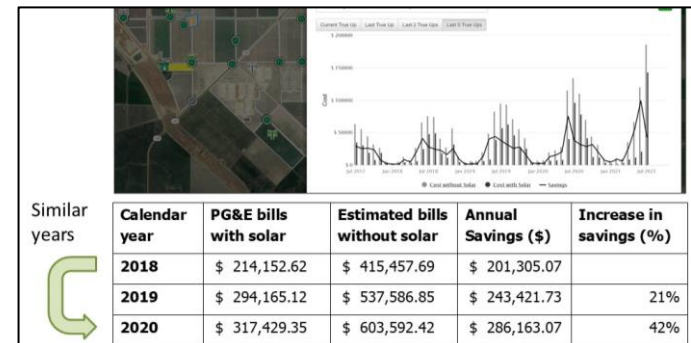
2. Measure

- Connect assets to real data for water, energy, cost and GHG emissions



3. Optimize

- Save time, money and make better decisions

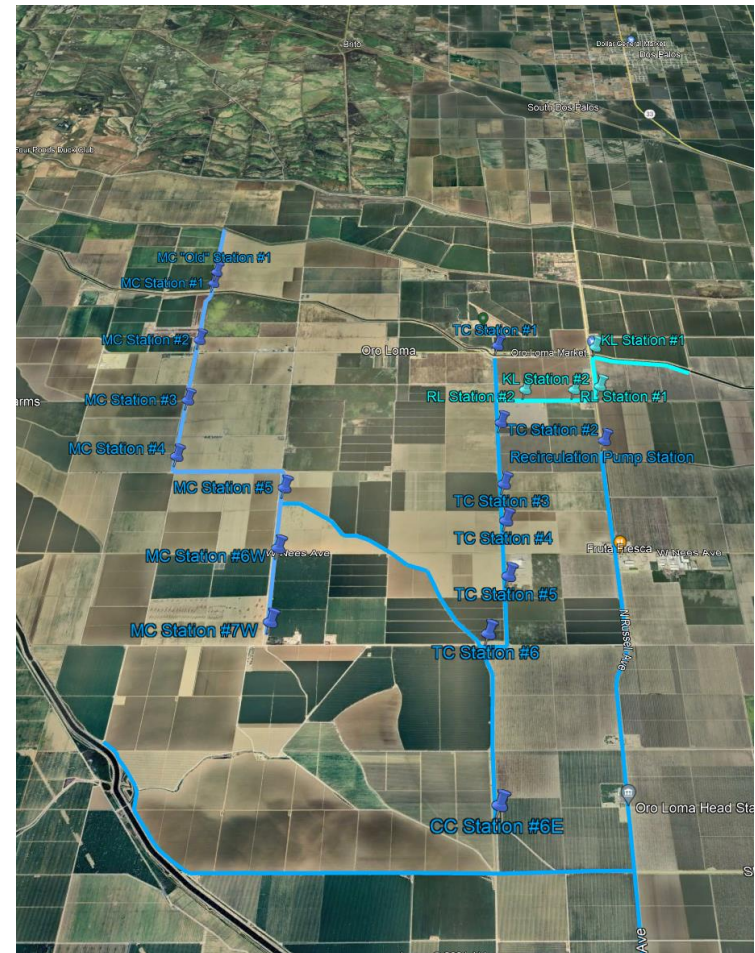


Project scope for Panoche WD

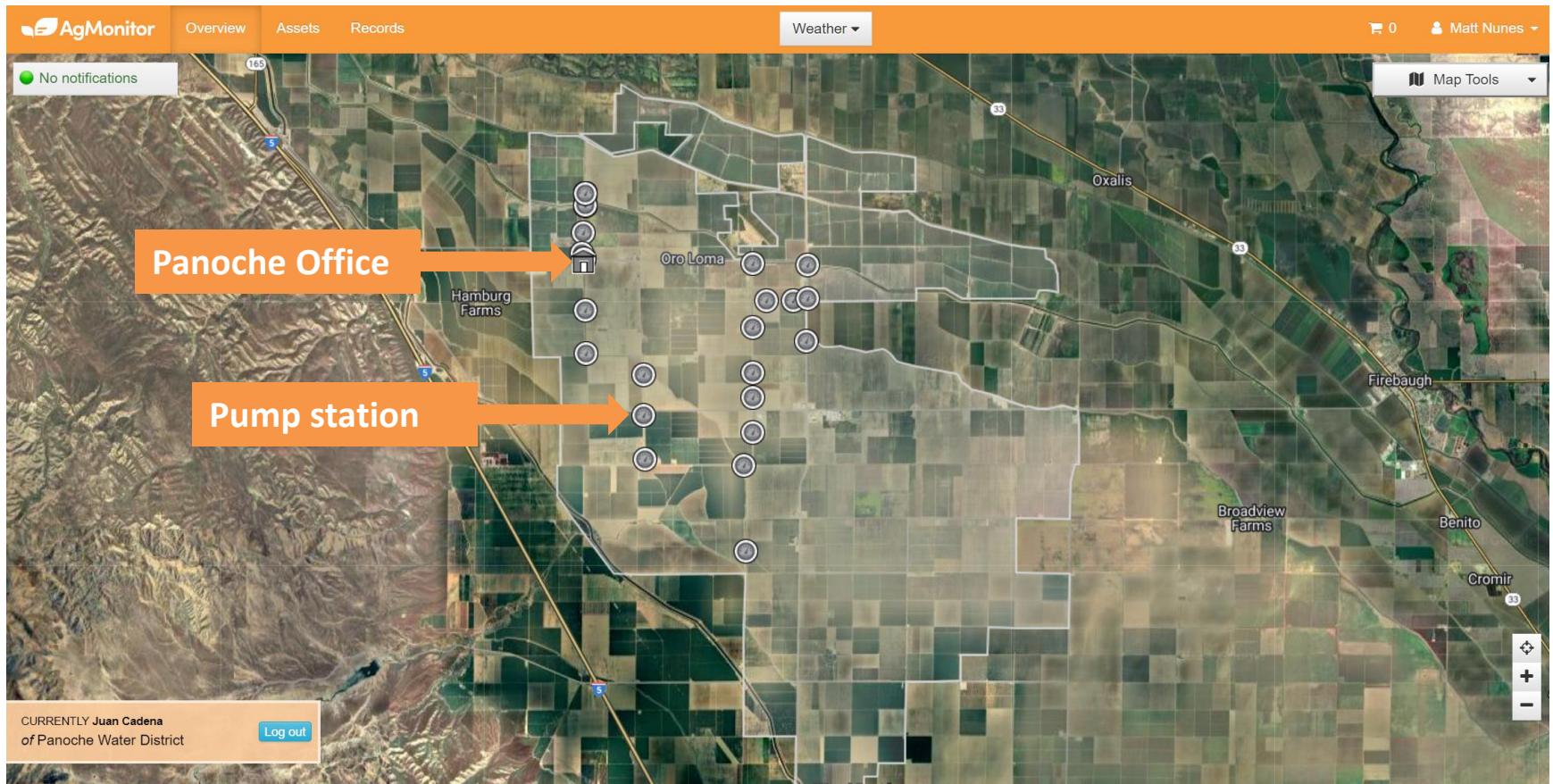
After visit entering map and pumps

Summary of Panoche WD needs

- **Digital copy of the district:**
 - District boundaries
 - Location of pumps and other assets
- **Integration of solar:**
 - AgMonitor improves ROI by 30% compared to projects not managed
 - Meter rate changes
- **Pump tracking:**
 - Pump alerts to simplify maintenance
 - Water measurement methods approved by State Water Bd
 - All water, energy, cost data in one place



Digital Copy in AgMonitor: 22 utility meters



💧 100% coverage for water records

- AgMonitor can leverage multiple methods to ensure you get 100% coverage of total pumped water
 - **Method #1:** Patented algorithm to turn energy meter records into certified water records
 - **Method #2:** Integration of flow meter through telemetry
 - **Method #3:** *new method using Run Time and certified flow rate*

SmartMeter



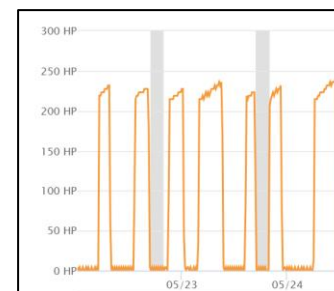
Method #1

Flow Meter



Method #2

Run Time



Method #3

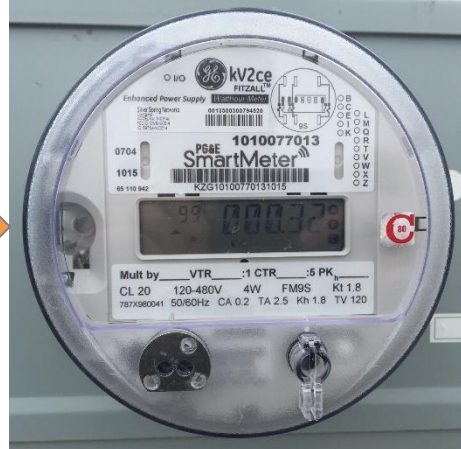


1 meter : 1 pump

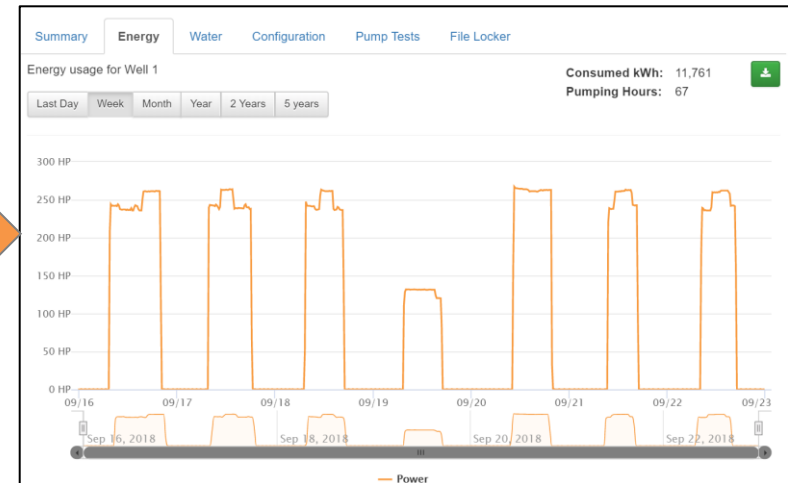
Well Pump



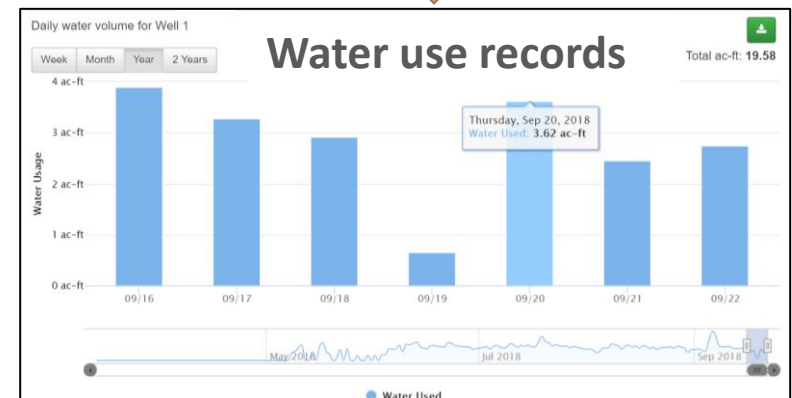
Utility smart meter



Energy data + 3-point pump test



- Water measurement made possible by AgMonitor's patented algorithms
- Cost reduction of 50-75% compared to other solutions because telemetry is already there and paid by utility
- Mean error is +/- 3% and max error is less than 10%



Lift Station with 3 pumps : 1 meter

- Multiple pumps share the same PGE meter
 - Unable to measure water from PGE meter
 - We can add LoRa box to track each flow meter
- Telemetry required for water measurement
 - You can use Pacheco gateway in 2024
 - You should in 2025 budget a gateway for Pacheco (around \$2,500)



Cost proposal

Two options

Option 1: digital copy with energy assets and small water trial with two pumps

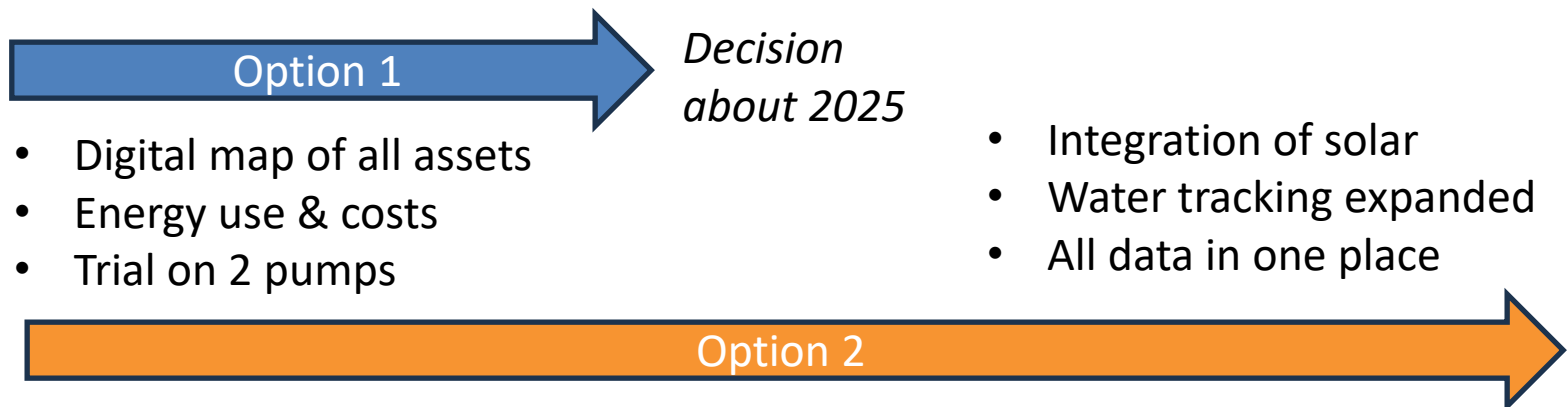
- **RanchMonitor**
 - Asset management, energy, and cost optimization
 - Number of meters: 22
 - Cost: 22 x \$350/ meter = **\$7,700**
- **PumpMonitor**
 - Need to select 2 pumps for trial using Smart Meter method
 - One pump can also be measured with flow meter on LoRa network (\$600)
 - Water measurement and pump alerts
 - It requires a 3-point pump test (\$300)
 - Pump health reports with cost of water (\$/acre-ft)
 - Cost: 2 x \$350/ meter = **\$700**
 - Pump test costs not included. LoRa gateway from Pacheco
- **Total: \$8,400**

Option 2: 17-month contract for 2024/25 for complete energy/water management

- Long term project for solar delivery in 2025 and comprehensive water tracking across district:
 - It includes work in Option 1 from Aug 1 to Dec 31
 - It adds water measurement with mix of Flow Meters and Pump Tests
 - Audit of water use with comparison with satellite data (baseline)
 - Integration solar including rate optimization and cleaning schedule
- Cost summary for 2025 agreement:
 - **Onboarding cost** including all energy & water assets: \$3,000
 - Energy baseline with CISR form (get data since 2019 like we did at Pacheco)
 - Water baseline across district since 2019 using OpenET (satellite data)
 - **RanchMonitor**: \$250/meter/year
 - Pro-rated for last 5 months of 2024, and full price for 2025
 - **PumpMonitor**: \$250/meter/year
 - \$100 for each sensor integrated like well depth sensor of flow meter
 - Pump tests and hardware cost not included
- Estimated cost: **\$16,000**

Summary

- AgMonitor is only platform that support all 4 water measurement methods by SWRCB
 - Your water records will be approved for SB-88 and SGMA
- AgMonitor was funded by California Energy Commission and close relationship with utility
 - We will save you money on utility bill (rates, solar, etc.)
- Two options below for shorter-term contract or longer-term contract depending your needs and budgets



We empower the next generation farm



Optimize your water and energy.
Grow better food.

Let's Talk

AgMonitor provides a farming decision-support tool that leverages machine learning to solve practical problems in agriculture. It is perfectly suited for growers who want to increase their profit margins and pass a sustainable farm onto the next generation.



CENTRAL DELTA-MENDOTA GROUNDWATER SUSTAINABILITY AGENCY SUBSIDENCE POLICY

**POLICY TITLE: SOUTHERN DELTA-MENDOTA CANAL SUBSIDENCE
MANAGEMENT AREA POLICY**

POLICY NUMBER: 1001

EFFECTIVE DATE: APRIL 1, 2024

PURPOSE:

Along the Delta-Mendota Canal (“DMC”), the area from approximately mile post 89.71 to 98.73 has experienced subsidence at a rate that exceeds adjacent reaches. The current rate of subsidence in this area is not consistent with the approved Sustainable Groundwater Management Act Groundwater Sustainability Plan (“GSP”) requiring specific groundwater pumping goals. By implementing the stated pumping goals and objectives, the expectation is to reduce the rate of subsidence to be consistent with the GSP.

BACKGROUND:

The Southern DMC Subsidence Management Area (“SSMA”) provided as Exhibit A includes portions of Central California Irrigation District, Eagle Field Water District, Firebaugh Canal Water District, Mercy Springs Water District, Oro Loma Water District, Pacheco Water District, Panoche Water District, and San Luis Water District (collectively, the “Districts”). The objective is for all Districts to adopt and implement this policy to provide uniform regional response and equity for all landowners. This policy will focus on all wells (including composite wells) that pump groundwater from below the Corcoran Clay Layer (“CCL”).

DATA AND STATISTICS:

SSMA Acreage: 24,720 acres

Safe Yield Pumping from below the CCL

Corrective pumping (“Corrective”) limit: 0.25 acre-foot to the acre

Maintenance pumping (“Maintenance”) limit: 0.50 acre-foot to the acre

The SSMA is further divided into three regions to expand or contract policy implementation based on the subsidence degradation rate and overall goal of the GSP. Exhibit A identifies the Region boundaries.

Region A – 0.5 mile from either side of the DMC. (approx. 5,740 acres)

Region B – from 0.5 to 1.0 mile from either side of the DMC. (approx. 5,710 acres)

Region C – from 1.0 miles to the boundary of the SSMA on either side of the DMC.

POLICY:

Well Construction: The construction of new or replacement wells below the CCL is prohibited within the SSMA.

Existing Wells Below CCL: It is assumed all wells within the SSMA are below the CCL unless the landowner, in cooperation with the home district, can provide a well driller's log showing the well perforations are above the CCL. If a well driller's log is not available, then a well video inspection or other approved method must be conducted to determine that the depth of the well is above the CCL. When pumping a well that extracts water from below the CCL, a landowner is only eligible to deliver groundwater to their parcels (under the same ownership as the parcel with the well) and pumping shall not exceed an annual equivalent volume provided in Tables 1 or 2.

Replacement Water "Subsidence Pool": Every year each District will contribute surface water to develop a pool of Replacement Water that will be made available to landowners subject to the safe yield restriction. The Subsidence Pool is first made available to those landowners subject to the Corrective safe yield restriction and any remaining water will be made available to the other Regions not subject to the Corrective safe yield restriction. The Subsidence Pool will be administered according to the following guidelines:

- To be eligible for the Subsidence Pool, landowners must show proof of purchase or application of their home District Central Valley Project ("CVP") allocation, railroad commission water, supplemental water, or other surface water programs for the parcels subject to the Corrective or Maintenance safe yield restriction. Also, landowners must be in good standing with the home District's rules and regulations.
- If the Subsidence Pool is over subscribed the water will be prorated based on applicant's acreage owned or leased.
- Each District will contribute water to the Subsidence Pool and a blended rate will be developed. The price for the Subsidence Pool water will target a blended rate not greater than the Exchange Contractor's Conserved water price structure based on that year's CVP allocation, plus 10%. At the end of the water year, participants will be subject to a true-up based on actual cost of each water supply that could increase or decrease the blended rate.
- Home District Subsidence Pool Participation – Each home District shall contribute an amount of Subsidence Pool water equal to 0.25 acre-foot to the acre of District land within each Region subject to Corrective pumping limitations. The cost of water a home District is providing may not exceed the Exchange Contractor's Conserved water price plus 10% ("Price Cap"). Any home District that does not have a well (district owned or privately owned) below the CCL is not required to supply water, but is encouraged to participate.
- If the Exchange Contractor Conserved Water program is not available (Shasta Critical water year), the home Districts will implement a subscription program. The subscription program average water price may exceed the Price Cap. Home districts are relieved of the 0.25 acre-foot to the acre minimum contribution but shall make every effort to secure water for the subscription program. Landowners

will be provided an application for the subscription program and a landowner is obligated to purchase the subscription water upon submittal of a signed application form to their home District.

Performance and Objectives:

Table 1 - Performance and Implementation Objectives				
Region	Implementation Year Start	Safe Yield Pumping - Corrective Limit	Replacement Water Goal	Subsidence Trigger
Region A	2024	0.25 AF/Acre	5,000 AF	Subsidence Degradation Slope greater than adjacent reaches of the DMC.
Region B	2029	0.25 AF/Acre	7,000 AF	
Region C	2034	0.25 AF/Acre	9,000 AF	

Table 2 - Relief from Performance and Implementation Objectives				
Region	Implementation Start	Safe Yield Pumping - Maintenance Limit	Replacement Water Goal	Subsidence Trigger
Region A-C	After 1 year of trigger compliance	0.5 AF/Acre	Up to approximately 9,000 AF	Subsidence Degradation Slope matches adjacent reaches of the DMC.

Monitoring and Reporting:

The home Districts will map all operational wells and differentiate wells that are above or below the CCL. All wells (above and below CCL) will be required to be fitted with a meter. The home Districts will conduct monthly meter readings for all wells, and those wells below the CCL will be monitored for operating within the safe yield restriction. Annually, the home Districts will use readily available subsidence measurements to determine the effectiveness of the pumping restrictions. Based on the Subsidence Trigger listed in Table 1, the safe yield pumping restrictions may be expanded to the next Region.

Policy Implementation Charge:

The cost for reading well meters, corresponding with the landowners, managing the Subsidence Pool, reporting to the Groundwater Sustainability Agency and any other related activity shall be charged to those landowners operating wells within the SSMA. The rate shall be set a \$5/AF of water pumped and invoiced monthly. At the end of the water year pumpers will be subject to a true-up based on actual cost incurred which could increase or decrease the rate being charged.

**LICENSE AGREEMENT BETWEEN THE PANOCHE WATER DISTRICT AND THE
WATER QUALITY IMPROVEMENT JOINT POWERS AGENCY FOR THE DOS
PALOS AREA FOR CONVEYANCE OF DOMESTIC WATER THROUGH RAW
WATER LINE**

This License Agreement (this “**Agreement**”), dated as of the ____ day of June, 2024, is by and between Panoche Water District, a California water district (hereinafter referred to as the “**District**”), and the Water Quality Improvement Joint Powers the Agency for the Dos Palos Area, a California joint powers agency (hereinafter referred to as the “**Agency**”), collectively referred to herein as the “**Parties**,” or individually, as a “**Party**”.

WHEREAS, District is a California water district organized pursuant to the California Water District Law, Water Code section 34000 et seq.;

WHEREAS, the Agency is joint powers agency organized pursuant to the Joint Exercise of Powers Act, (Government Code section 6500 et seq.) consisting of a general law city, a county and three special purpose districts, each of which are engaged in the sale and delivery of domestic water for municipal and industrial purposes;

WHEREAS, the District has a contract with the United States of America, Department of the Interior, Bureau of Reclamation, (hereinafter referred to as the “**Bureau**”), providing for water service from the federal Central Valley Project (“**CVP**”) Delta-Mendota and San Luis Canals (referred to hereinafter as “**District’s Water Service Contract**”);

WHEREAS, the Agency has a contract with the Central California Irrigation District, (referred to hereinafter as “**CCID**”), and the Bureau, (the “**the Agency’s Bureau Contract**”) which entitles the Agency to take delivery of a portion of CCID’s CVP raw water allocation, from the San Luis Canal;

WHEREAS, the Agency owns, operates and maintains a pressurized raw water line which conveys raw water from the San Luis Canal to the water treatment plant owned by the City of Dos Palos along a route which passes through the District’s boundaries (“**Raw Water Line**”);

WHEREAS, the Agency constructed the Raw Water Line using, in part, the proceeds of loans received by the Agency from the United States of America, Department of Agriculture, (hereinafter referred to as “**USDA**”), and, as security for the payment of such loans, the Agency has given USDA a lien upon the Raw Water Line;

WHEREAS, the Agency is paying the debt service to USDA and the cost of operating and maintaining the Raw Water Line by spreading the cost among the member entities of the Agency which, in turn, add that cost to the bill for water charged to their respective water customers;

WHEREAS, District’s Water Service Contract authorizes delivery of water for irrigation purposes and for domestic purposes which are incidental to agriculture;

WHEREAS, on September 14, 1999, the Parties previously entered into that certain license agreement (the “**1999 License Agreement**”), whereby the Agency granted a revocable license to District to convey water through the Agency’s Raw Water Line and to construct the facilities necessary to provide for delivery of its own domestic water supply therefrom to approximately five (5) residences located in the vicinity of Althea and Russell Avenues (the “**Original Project**”);

WHEREAS, the Original Project was constructed at locations which are within the public right of way in which the Agency’s Raw Water Line is located, at or near the intersection of Althea Avenue and Russell Avenue, which are more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference, (referred to hereinafter as the “**Original Site**”);

WHEREAS, District now desires to construct additional facilities and install a new connection point to the Raw Water Line (the “**New Project**”) to provide for delivery of its own domestic supply of water to approximately fifty-one (51) residences located in the vicinity of the District headquarters on Althea Avenue, all in reasonable proximity to the Agency’s Raw Water Line (the “**New Site**”, and together with the Original Site, the “**Sites**”);

WHEREAS, the Agency has determined that this Agreement is in the best interests of its members and serves the purposes for which the Agency was formed in that it allows the Agency to spread its cost of operating and maintaining the Raw Water Line and serving the debt incurred to construct the Raw Water Line, over as large a customer base as possible, while still preserving the capacity in that Raw Water Line to best serve its residents and water users for the future growth expected to take place within the jurisdictional boundaries of the member entities of the Agency.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. License. To the extent it is permitted to do so by the terms of the the Agency’s Bureau Contract, the Agency hereby grants to District, and District hereby accepts, a license for District to convey a portion of its CVP water supply through the Agency’s Raw Water Line and to construct additional facilities, as necessary, in a manner approved by the the Agency’s engineer, for the purpose of taking delivery from the Raw Water Line of up to a maximum of two hundred fifty (250) gallons per minute (“GPM”) of raw water through multiple connections to property within District’s jurisdictional boundaries to serve residential users which qualify as residential uses incidental to agriculture at the Sites. This license shall be non-exclusive. The license so granted to the District is subject to all of the terms and limitations of the Agency’s agreements with the Bureau, CCID, and USDA, and shall be terminable by the Agency upon notice as set forth herein.

Section 2. Ownership of Capacity. The Raw Water Line is owned by the Agency and shall continue to be owned by the Agency throughout the term of this Agreement and thereafter. Nothing herein shall be interpreted as conveying an ownership interest of any kind, a lease, or any other interest, in either the Raw Water Line itself or the capacity of the Raw Water Line. the Agency, as the owner of the Raw Water Line and appurtenant facilities, may make any

improvements to the Agency facilities as it wishes; however, subject to Section 4(b) of this Agreement, the District is not obligated to pay any direct costs toward the purchase, operation or maintenance of any additions or improvements to the Raw Water Line or its related facilities unless it has been approved in advance by the Board of Directors of the District, and in accordance with its bylaws, in advance of billing.

Section 3. Installation and Ownership of the Facilities. The District shall, at the District's sole cost and expense, purchase, install and dedicate to the Agency a backflow prevention device and water meter at the Sites in each location where District draws water from the Agency's Raw Water Line and shall also construct a connection or connections to the Raw Water Line. The design of the backflow prevention devices, meters and any and all connections to the Raw Water Line shall be of a type and design acceptable to the Agency's engineer. Such connections shall be installed at locations and in a manner which are acceptable to the Agency's engineer. The Parties acknowledge that, at present, the Agency's engineer intends to require all of the backflow prevention devices used to be pressure reducing backflow prevention devices. All water delivered to the District through the Raw Water Line shall be through one or more such backflow prevention devices and one or more such meters. Following any new construction by District and dedication to and acceptance by the Agency, the Agency shall own, operate and maintain the facilities from the Raw Water Line up to and including the back flow prevention devices and meters, and District shall have no responsibility thereafter. District or its landowners shall own, operate and maintain all water delivery improvements from but not including the water meter and back flow prevention devices and the Agency shall have no responsibility thereafter.

Section 4. Cost Allocation. The Agency shall bill and the District shall pay for the use of the Raw Water Line by making payments of four types: Operation and Maintenance of the Raw Water Line; Capital Replacement Reserve; Wheeling Charges; and Extraordinary Expenses. These payments shall be as follows:

a. Operation and Maintenance of the Raw Water Line. The Agency shall, on at least an annual basis, determine the actual cost to operate and maintain the Raw Water Line. Such costs shall include the administrative overhead, which is related to the cost of operation and maintenance, but shall not include any debt repayment, debt service, or other sums over and above actual cost. The Agency will calculate a percentage of that sum based upon the ratio of the maximum 250 GPM of capacity for which District has a license and the total capacity actually used by the Agency during the course of the prior twelve month period. This ratio is referred to hereinafter as the "**District's Proportionate Share.**"

b. Capital Replacement Reserve. The Agency may develop a capital replacement reserve ("**Capital Replacement Reserve**") for the Raw Water Line, the Agency's turnout on the San Luis Canal and the pumps at the San Luis Canal which feed the Raw Water Line. This reserve shall be set aside exclusively for the replacement of all or any portion of the Raw Water Line described herein. Notwithstanding the provisions of Sections 2 and 4(a) above, the Agency may add to the District's annual statement for the cost of operation and maintenance a sum which is exclusively for District's Proportionate Share of capital replacement of the Raw Water Line and its above-described appurtenances. This sum shall be determined in such a way that District's share of the Capital Replacement

Reserve is based on the District's Proportionate Share, as defined in Section 4(a) of this Agreement.

c. Wheeling Charge. The Agency shall, on an annual basis, determine the amount of the wheeling charge in a manner consistent with the provisions of this Section 4(c). The "**Wheeling Charge**" shall be calculated by the Agency by multiplying the District's Proportionate Share by a fraction, the numerator of which is the distance from the Agency's turnout on the San Luis Canal to the Sites and the denominator of which is the distance from the Agency's turnout on the San Luis Canal to the water treatment plant owned by the City of Dos Palos, and then multiplying the figure so derived by that portion of the Agency's annual debt service which is attributable to the cost of the Raw Water Line. Nothing in this paragraph shall be interpreted as the District acquiring an ownership interest in the Raw Water Line or its capacity by virtue of payment of the Wheeling Charge. The Parties acknowledge that the Wheeling Charge is intended only as the cost of renting capacity in the Raw Water Line.

d. Manner of Payment: Extraordinary Expenses. The Agency shall, on or before June 30 of each year this Agreement is in effect, determine for the twelve month period from the next succeeding July 1 through June 30, of the year thereafter, the sums owed to the Agency by the District under this Section 4 for Operation and Maintenance of the Pipeline, Capital Replacement Reserve and the Wheeling Charge. The Agency shall provide a statement to District of these sums and the District shall make payment for the full twelve month time period within thirty days of receipt of the the Agency's invoice. At any time during the term of this Agreement or any extension thereof, the Agency may bill the District for any extraordinary expenses incurred or to be incurred by the Agency for the benefit of the District, including but not necessarily limited to the cost of operating and maintaining the facilities dedicated to the the Agency by District pursuant to Section 3 of this Agreement. District shall pay such bills within thirty days of receipt thereof. The Agency reserves the right to bill or credit for any differences in costs discovered as part of the Agency's annual audit review. Such "true-up" costs shall be invoiced to the District prior to adoption of the audit for the period in question, and shall be due within thirty (30) days of receipt of invoice from Agency.

Section 5. Water Charges. As between the Parties, the District shall be responsible for the reading of the meters at the Sites and making whatever arrangements are necessary with the Bureau, the State of California Department of Water Resources ("**DWR**"), CCID, and all other third parties who are not parties to this Agreement, to see that the Agency is not charged for the raw water which is drawn out of the San Luis Canal for delivery to the District under the terms of this Agreement. The District will pay directly to the third parties entitled thereto all costs payable pursuant to the District's Water Service Contract for water delivered through the Raw Water Line at District's request.

Section 6. Water Allocations. All water from the Raw Water Line delivered to the District at the Sites shall be water allocated to the District under District's Water Service Contract or otherwise acquired by the District. Under no circumstances will the Agency be required to deliver to the District any water allocated to the Agency or to any third-party for delivery to the

the Agency, the Agency or by any of the member entities of the the Agency for use within the the Agency's jurisdictional boundaries.

Section 7. Interruption of Service/Restriction of Flows. Should the Agency for any reason shut down or reduce capacity of the Raw Water Line or its appurtenant facilities, it shall provide District at least seventy-two (72) hours' notice, or notice of such lesser term as the Agency may have in the event of an emergency. During such periods, including periods of high demand from the Agency's water treatment plant to serve its customers, District further agrees to reduce or restrict flows as required or requested by the Agency. the Agency will not be responsible for any failure to deliver water caused by an event beyond its control, including, without limitation, breakdowns or labor problems, nor will the Agency be responsible for any failure to deliver water for the time period the Raw Water Line is shut down, after having given notice to District as set forth herein.

Section 8. Term of this Agreement and Right to Terminate. This Agreement shall take effect on the date it is executed by the second of the Parties hereto to execute it. It shall terminate on June 30, 2039, unless it has been terminated either by the mutual consent of the Parties or pursuant to one of the early termination provisions in this Section 8.

a. On or before June 30 of any calendar year of this Agreement, the Agency may elect, with or without cause, to discontinue the license to convey water under this Agreement effective July 1 of the following year. Upon such election, the Agency will immediately notify District in writing and, after July 1 of the next succeeding year, District shall have no further right to convey water from or use of the the Agency's Raw Water Line.

b. This Agreement and the license which is granted as a part of this Agreement may be terminated for cause as set forth in this subsection. Any such termination under this subsection shall require a written notice from the non-breaching party to the party allegedly in breach setting forth the cause for termination and giving the non-breaching party at least thirty (30) days in which to either come into compliance with the terms of this Agreement or come to some mutual agreement with the non-breaching party concerning the matter which constituted the grounds for termination. If compliance with the contract or mutual agreement is reached prior to the end of the thirty (30) day time period then this Agreement shall not terminate at the end of the thirty (30) day notice time period. Good cause for termination under this Agreement shall include but is not necessarily limited to any one or more of the following: (i) the failure or refusal of District to pay when due any and all bills from the Agency when due as set forth in Section 4 of this Agreement or for the cost of any improvement which the District had previously agreed to pay; (ii) use of the raw water delivered through the the Agency's Raw Water Line is for any purpose other than a residential use incidental to agriculture; (iii) the failure of the District to reduce or restrict flows during high demand periods from the Agency's water treatment plant; and (iv) failure of the District to seek approval or otherwise comply with requirements imposed by the Agency's engineer for construction, installation and operation of the connections to the Raw Water Line; (v) failure of the District to pay professional fees required under Section

14 of this Agreement; and (vi) delivery of water to any location which would constitute a breach of either the the Agency's Bureau Contract or this Agreement.

c. Upon termination of this Agreement, the District, at its sole cost and expense, shall remove any and all physical connections which District has made to the Agency's Raw Water Line and restore any portion of the Agency's Raw Water Line where the connection or connections were made to the condition it was in prior to execution of this Agreement and the 1999 License Agreement.

d. It is acknowledged that the District may have to expend considerable capital in order to use the Agency's Raw Water Line and that, should this Agreement last for a long enough period of time, District may come to rely upon the use of the Agency's Raw Water Line to transport water to the Sites. Notwithstanding the amount of capital expended nor the reliance which the District comes to have upon its ability to use the Agency's Raw Water Line, the termination provisions set forth in this Section 8 of this Agreement shall be binding upon the Parties. In no event shall this license mature into a permanent or irrevocable right of the District and the District hereby expressly waives any and all rights to claim an ownership interest or pipeline capacity in the Raw Water Line beyond the terms set forth expressly in this Agreement.

Section 9. Intent. The District and the Agency, by this Agreement, desire to attain the following objectives and agree that any dispute between them concerning the subject matter of this Agreement shall be resolved in a manner consistent with such objectives to the fullest extent practicable:

a. The Agency owns the Raw Water Line and has no legal obligation, other than is set forth in this Agreement, to allow any party who is not a member of the Agency, including the District, to use it. Nothing in this Agreement shall be interpreted as the the Agency having dedicated all or any part of its Raw Water Line to the public or for public use or to the District.

b. Neither the Agency, nor any of its members, should be required to provide any of their water supplies to District or to District's water users or to subsidize the District's use of the Raw Water Line or its appurtenant facilities.

c. The sole purpose of the Raw Water Line and its related facilities, is to transport raw, unprocessed water, which is not necessarily potable water and not necessarily fit for human consumption without treatment, for either municipal and industrial uses to the Agency or for residential uses which arc incidental to agriculture. Nothing in this License shall be interpreted as requiring the Agency to deliver treated or potable water to the District, the Agency makes no guaranty or warranty as to the quantity, quality or availability of water to be transported or delivered under the terms of this Agreement on behalf of District.

d. The sole source of water to the Agency is the Agency's Bureau Contract and the principal source of water to the District is the District's Water Service Contract.

Should this Agreement or any part of it jeopardize either such contract with the Bureau, then this Agreement shall be terminated at once insofar as is necessary to preserve the the Agency's Bureau Contract or the District's Water Service Contract.

e. At the current time, neither the Agency nor its member entities find it necessary to repay the loans which the Agency has issued in favor of USDA at any faster rate than it is currently required to pay. Should this Agreement or any part of it jeopardize any of the Agency's contracts with USDA or cause any of the Agency's debt to USDA to be called due, then this Agreement shall be terminated at once insofar as is necessary to preserve the USDA contract or contracts and avoid acceleration of the repayment of debt.

Section 10. Mutual Obligations. It is mutually agreed by the Parties that each shall be bound by the assurances, if any, which have been given by it in the applications for grants and/or loans to the federal and state governments and by the terms of its respective contracts and agreements with the Bureau, which shall take precedence over the terms of this Agreement.

Section 11. Strict Accountability. The Parties shall provide for strict accountability of all obligations and demands incurred on behalf of the project contemplated by this Agreement. The fiscal officer acting as a depository shall provide for strict accountability of all receipts of funds and disbursements of the loan and grant monies, and shall provide such fiscal reports as are required by the District, the the Agency, the Bureau, USDA and appropriate laws and regulations.

Section 12. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest of the Parties.

Section 13. Hold Harmless and Attorneys' Fees. District agrees to defend, indemnify and hold harmless the Agency from all liability or claim on account of any action, injury or harm of any kind, arising out of this Agreement, except as to any action based on the sole negligence or willful misconduct of the Agency or its directors, officers, employees or volunteers. In the event any action is brought to enforce or interpret the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees from the losing party. Both Parties shall be responsible for compliance with all laws, regulations and rules which may apply to this Agreement, including but not limited to, Bureau regulations, environmental protection and other applicable federal and state laws. The benefits conferred on the Agency by this Section 13 shall extend, (but shall not be limited to,) third party claims, including but not necessarily limited to, claims brought by water users within the jurisdictional boundaries of District against the Agency based on any theory, (other than the sole negligence or willful misconduct of the Agency or its directors, officer employees or volunteers,) including but not necessarily limited to a theory that the water user is a third party beneficiary of this Agreement and including but not necessarily limited to liability arising out of an interruption of service in a manner consistent with the provisions of Section 7 of this Agreement or the termination of this Agreement in a manner consistent with the provisions of Section 8 of this Agreement.

Section 14. Reimbursement of Professional Fees. District agrees that it shall reimburse the Agency's legal fees incurred in the preparation of and review of this Agreement and in the subsequent work necessary for any new construction or other improvements contemplated by this

Agreement. District further agrees to reimburse the Agency's engineering fees incurred in the preparation of this Agreement and any engineering fees incurred in the review of Districts plans and specifications for any new construction described herein. District further agrees to reimburse any fees incurred by the Agency from its accountant, if any, for the development of the information necessary to formulate the formula set forth in this Agreement for the billing and collection of District by the Agency. Such attorney, engineering, and accounting fees will be billed by the the Agency to the District upon the execution of this Agreement. The District shall pay such bills within thirty days after receipt thereof.

Section 15. Severability. Should any part, term or provision of this Agreement be declared by a court of appropriate jurisdiction to be illegal or in conflict of any law of the State of California or the United States of America or otherwise rendered unenforceable and ineffectual, the validity of the remaining portions of the provisions shall not be affected thereby, and as necessary to fulfill the purpose of this Agreement, the remaining portions shall be construed as a whole and not strictly but liberally in order to carry out the purposes of this Agreement.

Section 16. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements between the District and the Agency concerning the subject matter of this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement may be amended only by another written instrument. It may not be amended without the consent of a majority of the members of the governing board of District and the consent of a majority of the members of the governing board of the Agency.

Section 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 18. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by electronic mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 19. Headings. The section titles contained herein are for convenience only and do not define, limit, or construe the interpretation of any of the contents of such sections.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and have, thereby, evidenced their knowledge of its content and their agreement to be bound thereby.

**WATER QUALITY IMPROVEMENT
JOINT POWERS AGENCY FOR THE
DOS PALOS AREA (the "Agency")**

By: _____
BARRY MALM, Chairman

**PANOCHÉ WATER DISTRICT (the
“District”)**

By: _____
[Name], President

DRAFT
6-17-24

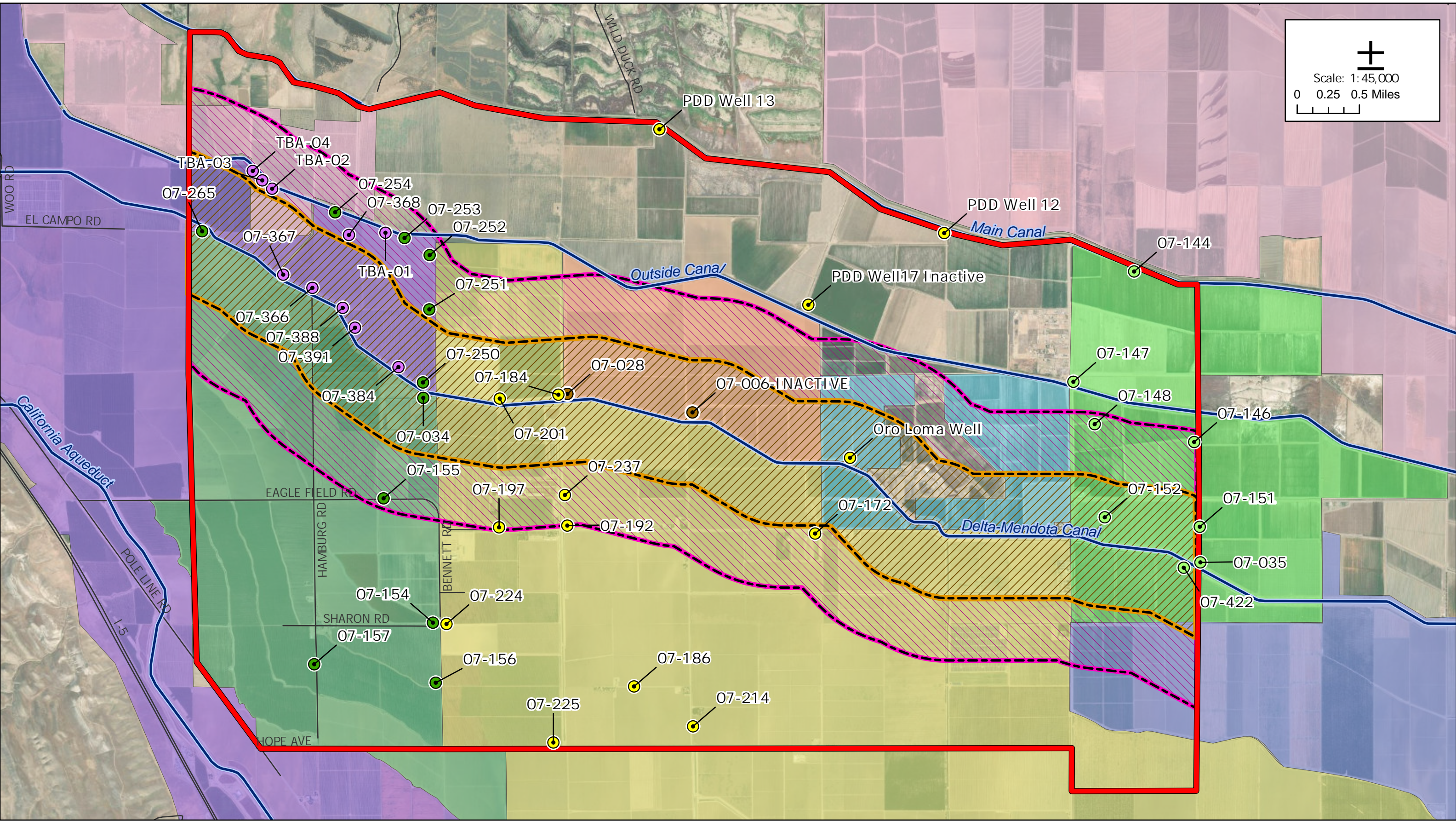
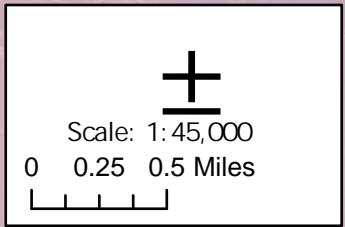
EXHIBIT A
Original Project and Site

DRAFT
6-17-24

EXHIBIT B
New Project and Site

DRAFT
6-17-24

EXHIBIT B



	Subsidence Management Area (24,720 ac)	Deep Well	Central California Irrigation District	Oro Loma Water District
	0.5 mile from DMC (5,740 ac)	EFWD	Eagle Field Water District	Pacheco Water District
0.5-1 mile from DMC (5,710 ac)	MSWD	Firebaugh Canal Water District	Panoche Water District	San Luis Water District
	PAC	Mercy Springs Water District		
	PAN			
	SLWD			

Subsidence Management Area Map
SGMA-DMC Mitigation Project
 Spatial Reference: NAD 1983
 CA State Plane Zone III
 Created by: Water & Land Solutions
 Date exported: 2/5/2024

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (“Agreement”) is entered into and made effective this day of June, 2024, by and between the PANOCHE WATER DISTRICT, (“PWD”), and, MIZUNO CONSULTING INC., (“Consultant”) an independent Consultant. PWD and Consultant may be referred to herein individually as a Party, or jointly as the Parties.

ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will become effective on the date stated above and will continue in effect until the services contemplated herein have been performed or until terminated in writing by either of the parties hereto.

ARTICLE 2. SCOPE OF SERVICES

2.01. This Agreement will consist of the individual projects defined by Task Orders entered into by the Parties during the term of and pursuant to this Agreement. Each Task Order will be numbered sequentially and will be similar in format to Exhibit A, entitled “Task Order Format,” attached hereto and incorporated herein by this reference. Each Task Order will specifically define the scope of work for each specific project on which PWD desires to retain Consultant’s services. Each Task Order will also specify (1) the date on which the work covered by the Task Order is to begin; (2) the date on which the work covered by the Task Order is to be completed; (3) the estimated charges that PWD can expect to pay to Consultant for Consultant’s services pursuant to such Task Order; and (4) the names of the persons who will be PWD’s and Consultant’s respective principal representatives for the management and performance of the specific services covered by said Task Order.

2.02 The specific services covered by each separate Task Order will be undertaken by Consultant only upon receipt of a Task Order signed by an authorized representative of PWD and accepted by an authorized representative of Consultant.

2.03 Consultant will coordinate with PWD’s General Manager or his designee to determine the method, details, and means of performing services, as requested. To the extent that there is a deliverable work product(s) associated with a service requested, the Consultant will be so notified.

2.04. Consultant or PWD may, from time to time, request modification or changes to services requested. To the extent that the services to be performed by Consultant are adjusted, any associated schedule may also be equitably adjusted. Such changes may be written or oral, as may be appropriate.

2.05. Consultant enters into this Agreement, and will remain throughout the term of the Agreement, as an independent Consultant. Consultant agrees that as a result of this Agreement, she is not entitled to the rights or benefits afforded to PWD's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant is responsible for providing, at her own expense, disability, unemployment, and other insurance such as errors and omissions, professional and general liability, workers' compensation, training, permits, and licenses for herself and her employees and sub Consultants. This paragraph does not change or affect any existing rights or benefits currently received from PWD.

ARTICLE 3. COMPENSATION

3.01. Consultant will submit to PWD a standard monthly invoice describing services rendered together with actual expenses during the preceding month. PWD agrees to pay any undisputed amount within 30 days. PWD agrees to provide Consultant with written notice of any disputed amount within 15 days from receipt of the billing. The parties agree to cooperate reasonably and in good faith in resolving any such dispute. Consultant's hourly rate for all services to be provided hereunder shall be at the following rates:

- a. For all consulting services contemplated hereunder - \$350.00 per hour.

3.02. Consultant will be reimbursed for all reasonable travel expenses if required to perform work, as approved by the PWD's General Manager. The preferred method of communication will be electronically or telephonically and travel will only be required as a last resort, which will be approved by PWD.

3.04. In the event payment for services has not been made within 60 calendar days from the date of the invoice, and PWD has not notified Consultant of any disputed amount, Consultant may, after giving 5 business days' written notice and without penalty or liability of any nature, suspend all or any part of the services contemplated hereunder.

3.03. Consultant is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by PWD to Consultant for services under this Agreement. Consultant agrees to indemnify and hold PWD harmless for any claims, costs, losses, fees, penalties, interest, or damages suffered by PWD resulting from Consultant's failure to comply with this provision.

ARTICLE 4. OBLIGATIONS OF CONSULTANT

4.01. Consultant represents that she has the professional qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of PWD. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement.

4.02. The standard of care applicable to Consultants services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location of services are performed.

4.03. Consultant shall perform work as requested, and agrees to perform in a prompt and timely fashion, consistent with any direction and applicable time frames provided by PWD.

4.04. Consultant may represent, perform services for, and contract with as many additional clients, persons, or companies as Consultant, in his or her sole discretion, sees fit so long as those services do not conflict with the services required of Consultant pursuant to this Agreement. In the event of any potential or actual conflict, Consultant agrees to notify the PWD General Manager immediately and shall cooperate in determining the most appropriate resolution.

4.05. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of PWD, which may be withheld in PWD's sole and absolute discretion.

4.06. Consultant shall furnish to PWD copies of insurance certificates evidencing that it maintains coverages at all times while performing services contemplated hereunder, including but not limited to professional and general liability coverage, and errors and omissions coverage in an amount no less than \$1,000,000 per claim made. Consultant will verify upon request and provide appropriate documentation that the insurance carrier will provide PWD with 30 days prior written notice of insurance cancellation or reduction below the requirements provided herein. Consultant shall list PWD as an additional insured for purposes of Commercial General Liability and Auto Liability insurance.

4.07. Consultant agrees to indemnify, defend, and hold PWD and its officers, directors and employees free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that PWD may incur as a result of Consultant's negligent performance of services hereunder.

ARTICLE 5. OBLIGATIONS OF PWD

5.01. PWD agrees to comply with all reasonable requests of Consultant and provide access to documents and data reasonably necessary to the performance of Consultant's duties. If Consultant needs information that is in PWD's control, Consultant will work with the PWD's General Manager to obtain this information in order to complete the assignment.

5.02. Unless otherwise agreed to, either orally or in writing, PWD will provide 10- days written notification of its intention to call for deliverable work products assigned hereunder, and assign any duties or obligations under this agreement and the scope of services that may have been assigned by PWD to the Consultant to another Consultant or to an PWD employee.

5.03. PWD agrees to indemnify, defend, and hold Consultant free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that Consultant may incur to the extent that any of the above arise out of, pertain to, or relate to the negligence or willful misconduct or breach of this Agreement by PWD or anyone acting under its direction or control or on its behalf in the course of its performance under this agreement other than Consultant. PWD's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and PWD shall employ counsel reasonably acceptable to Consultant for this defense obligation. PWD shall not be obligated under the agreement to indemnify Consultant to the extent that the damage is caused by the negligence or willful misconduct of Consultant or its agent or breach of this Agreement by Consultant.

ARTICLE 6. TERMINATION OF AGREEMENT

6.01. Notwithstanding any other provision herein, Consultant may terminate this Agreement at any time by giving 30-days written notice to PWD, and PWD may terminate this Agreement at any time by giving 10 days' written notice to Consultant. Upon termination, Consultant will be entitled to compensation for services performed up to the effective date of termination. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the services provided for have been fully and completely performed.

6.02. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. In the event of an alleged breach by PWD, Consultant agrees to provide PWD with no less than 15 days' notice of the alleged breach and an opportunity to cure. In the event of a breach by Consultant, termination will take effect immediately on receipt of notice or five days after mailing notice, whichever occurs first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following:

- (a) PWD's failure to pay Consultant any undisputed compensation due.
- (b) Consultant's failure to competently complete services requested.
- (c) Consultant's material breach of any representation or agreement contained in Article 4.
- (d) PWD's material breach of any representation or agreement contained in Article 5.

ARTICLE 7. PROPRIETARY RIGHTS AND CONFIDENTIALITY

7.01. Consultant agrees that all rights, title and interest in and to the work product or methodologies provided to or developed by Consultant, including but not limited to all designs,

plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Consultant while performing services under this Agreement shall be the sole and exclusive property of PWD. On request and at PWD's expense, Consultant agrees to help PWD obtain patents and copyrights for any new developments.

This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting PWD in completing any required application or registration.

7.02. Any information furnished by PWD for Consultant's use or developed by Consultant for PWD shall be the sole property of PWD and shall be treated as Confidential Information. Confidential Information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning PWD's employees, products, services, prices, operations, and subsidiaries. Confidential Information shall not be disclosed to any 3rd party, other than Consultants sub-consultants or sub consultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Consultant from disclosing information that is already in the public domain, or where disclosure is required by a court of law. In the event of a request for disclosure of information, Consultant agrees to provide PWD with immediate notice and further agrees to fully cooperate with PWD in the event that PWD, in its sole discretion, determines to limit such disclosure.

ARTICLE 8. GENERAL PROVISIONS

8.01. Any notices required to be given under this Agreement by either party to the other may be affected by email, personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses provided below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Panoche Water District:

Panoche Water District
Attn: General Manager
52027 W Althea Ave, Firebaugh, CA 93622
Email: pmcgowan@panochewd.org

Consultant:

Mizuno Consulting
Frances Mizuno, Principal
8925 Velma Lane
Tracy, CA 95304
Email: MizunoConsulting@gmail.com

8.02. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Consultant for PWD and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding.

8.03. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

8.04. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will continue in full force and effect without being impaired or invalidated in any way.

8.05. Any controversy or claim arising out of or relating to this Agreement or the breach of the Agreement will be settled by mediation prior to initiating any court action.

8.06. This Agreement will be governed by and construed in accordance with the laws of the State of California, and venue shall be in the Superior Court of Merced County.

8.07. Provisions of this Agreement relating to indemnification, data rights and confidentiality, governing law and venue shall survive completion of the services contemplated hereunder and termination or expiration of this Agreement.

8.08. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and PWD. Each party has availed itself of such legal advice and counsel as it, respectively, as deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement.

Executed at Firebaugh, California, on the date first written above.

PANOCHE WATER DISTRICT

CONSULTANT

By: _____
Patrick McGowan, General Manager

By: _____
Frances C. Mizuno, Principal

TASK ORDER

**In accordance with the June __, 2024 Contract Between
Panoche Water District and
Mizuno Consulting, Inc. ("Consultant")
For Consulting Services**

This Task Order, issued in accordance with the above-referenced Contract ("Agreement"), authorizes and directs Provider to perform the following Services, as further defined in the Agreement:

Task Order No:	01		
Provide Consultant Services:			
Mizuno Consulting will assist Panoche Water District (SNCWD) in evaluating Panoche's business case for participating in the Los Vaqueros Reservoir Expansion Project.			
Authorized Reimbursable Expenses: Travel and meals			
Project Name/Location:	Evaluation for Participation in the Los Vaqueros Reservoir Expansion Project		
Maximum Authorized Budget:	\$350 per hour and up to \$10,000 based on time and material		
Start Date:	June __, 2024		
Completion Date:	TBD		
Consultant's Project Contact:	Frances Mizuno	mizunoconsulting@gmail.com	(209) 321-0851
Consultant's Project Contact:	Patrick McGowan	pmcgowan@panochewd.org	(209) _____
Additional specific terms:			

Accepted by:

Mizuno Consulting, Inc.

Panoche Water District

By: _____

By: _____

Title: Principal

Title: General Manager

Date: _____

Date: _____



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: SANDRA REYES, WATER MASTER
SUBJECT: JUNE DIVISION REPORT – WATER DEPARTMENT
DATE: 07/10/2024
CC : JUAN CADENA, WATER RESOURCES MANAGER
PATRICK MCGOWAN, GENERAL MANAGER

Water Supply as of July 1, 2024:

San Luis Reservoir Total Storage	<u>1,001,165 AF</u>
San Luis Reservoir Federal Storage	<u>655,086 AF</u>
San Luis Reservoir % of Total Capacity	<u>49 %</u>

Panoche Water Supply as of July 1, 2024:

USBR 2024 Water Balance	<u>47,557 AF</u>
USBR Resch. Water Balance	<u>0 AF</u>
June, 2024 Grower Deliveries	<u>10,019 AF</u>
Total Deliveries to Date (June)	<u>23,014 AF</u>

Water Department Updates:

The May O&M, Interest, and M&I billings were completed & mailed out mid-June.

June's Billings will go out 7/16.

E-mailed and hard copy mailed the Delinquency Policy to all the Growers/Landowners

Mailed out a grower request letter for the additional 10% USBR Allocation

Need to allocate the add'l 10% and process the water cost billing

Processed the 1st Installment O&M Billing for PWD

Colored and reported June's Water, M&I, and Transfer Usage for PWD for the DMC & DLC to SJRECWA/SLDMWA/USBR

Need to allocate Grower transfer and well water for June billings

Working on the Water Payment Summaries to the USBR& SLDMWA for June

Need to finish the PWD Board Minutes from last month's meeting

PANOCHÉ WATER DISTRICT WATER ACCOUNTING

Month: June, 2024

7/10/2024

Water Supply															YTD	Transfers	Not	Stored	Remaining
District Water	Annual	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2025	2025	Usage	Out	Pumped		Balance	
March, 2024 - Feb, 2025	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb						
Grower Transfer Ins	175		175											175				0	
Transfer 1	2,800			800	1,100									1,900				900	
Transfer 2	3,500			146	682									828				2,672	
Transfer 4	1,500			185	270									455				1,045	
Transfer 5	2,150			287	232									519				1,631	
Grower Well Water	330			58	272									330				0	
Gains or Losses	1,701	(164)	90	747	1,028									1,701	Add'l 601 AF - Est. 1,100 AF for Supp'l			0	
District Water Total	12,156	(164)	265	2,223	3,584	0	0	0	0	0	0	0	0	5,908				6,248	
Bureau Water	Annual	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2025	2025	YTD	Transfers	Loss	Stored	Remaining	
March, 2024 - Feb, 2025	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out			Balance	
Rescheduled Water	9,400	2,156	3,425	3,710										9,291		(109)		0	
2024-2025 50% USBR	47,000			247	2,620									2,867	1,731			42,402	
USBR Drought Program	2,350													0				2,350	
Transfer 1	200													0				200	
Transfer 2	1,500			485	677									1,162				338	
Transfer 3	2,500				2,500									2,500				0	
Grower Transfers In	1,286			648	638									1,286				0	
Bureau Water Total	64,236	2,156	3,425	5,090	6,435	0	0	0	0	0	0	0	0	17,106	1,731	(109)	0	45,290	
Total Water Supply	76,392	1,992	3,690	7,313	10,019	0	0	0	0	0	0	0	0	23,014	1,731	(109)	0	51,538	
Usage																			
Growers		1,992	3,690	7,313	10,019									23,014					
Transfers Out/Sales					1,731									1,731					
Total Usage/Transfers		1,992	3,690	7,313	11,750	0	0	0	0	0	0	0	0	24,745					
Diff/Losses: % of Supply	%	-7%	3%	11%	11%									8%					
Budget to Actual - AF	48,000	1,992	3,690	7,259	9,891									22,832				25,168	

* Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual * / * USBR Allocation Increased from 40% to 50% *

Panoche Water District

DELIVERIES, RECYCLED, POWER CHARGES REPORT

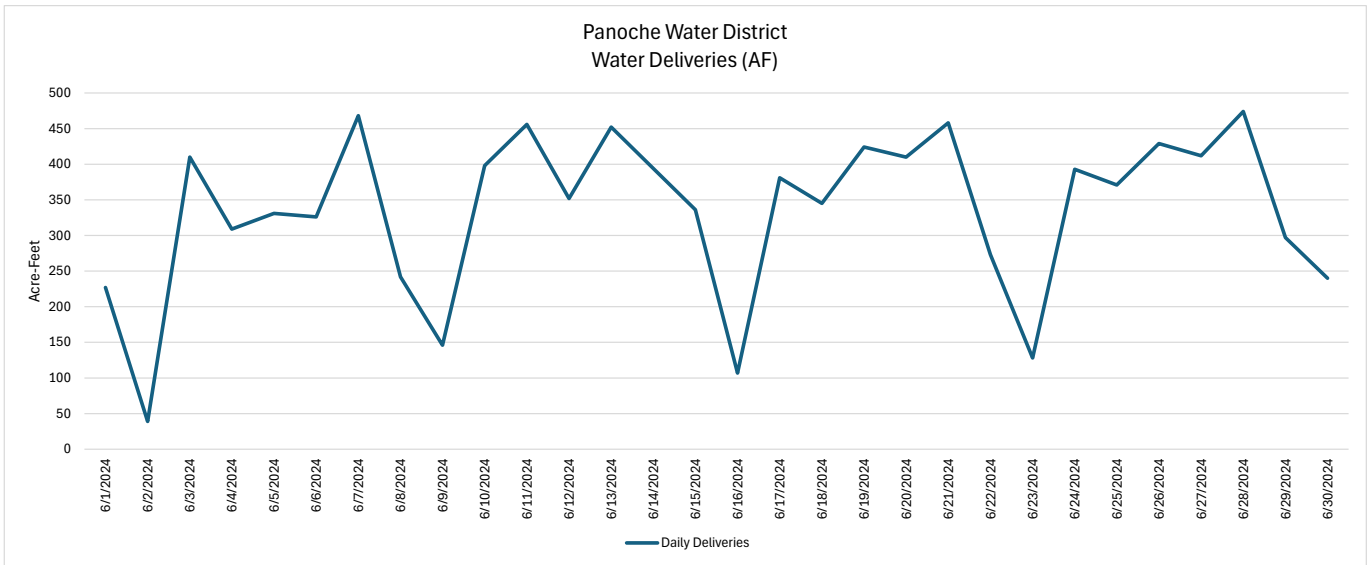
DISTRICT DELIVERIES					RETURN FLOWS					RUSSELL RECIRCULATION Energy Charges					PG&E CHARGES					
2020	2021	2022	2023	2024	2020	2021	2022	2023	2024	2020	2021	2022	2023	2024	2020	2021	2022	2023	2023	
MAR	2,964	1,610	982	978	1,992	38	(102)	130	3	(164)	\$ 126	\$ 61	\$ 63	\$ 49	\$ 104	\$ 83,213	\$ 45,539	\$ 38,061	\$ 20,336	\$ 30,342
APR	3,657	2,773	2,303	2,980	3,690	42	(123)	556	85	90	\$ 99	\$ 5,811	\$ 128	\$ 920	\$ 236	\$ 75,857	\$ 115,722	\$ 95,409	\$ 60,283	\$ 100,923
MAY	6,681	5,082	3,839	6,411	7,313	12	811	728	538	747	\$ 2,851	\$ 16,042	\$ 1,413	\$ 1,266	\$ 24,408	\$ 130,817	\$ 92,000	\$ 103,548	\$ 76,265	\$ 131,564
JUN	9,767	6,871	5,434	9,792	10,019	584	976	782	566	1,028	\$ 22,899	\$ 21,611	\$ 27,615	\$ 11,491	\$ 54,027	\$ 194,558	\$ 150,006	\$ 148,032	\$ 115,412	\$ 182,855
JUL	10,140	6,251	5,612	11,545		231	249	83	650		\$ 24,811	\$ 36,326	\$ 46,544	\$ 12,039		\$ 216,355	\$ 191,489	\$ 209,145	\$ 213,325	
AUG	5,985	3,953	4,165	8,888		20	541	(253)	862		\$ 41,688	\$ 39,615	\$ 36,685	\$ 28,407		\$ 201,997	\$ 181,291	\$ 179,674	\$ 203,428	
SEP	3,328	2,764	2,790	4,724		504	862	(240)	37		\$ 48,288	\$ 25,346	\$ 22,748	\$ 39,151		\$ 168,372	\$ 125,375	\$ 143,734	\$ 163,960	
OCT	2,695	1,141	1,693	2,790		219	121	(171)	223		\$ 18,975	\$ 186	\$ 8,034	\$ 2,365		\$ 107,389	\$ 103,445	\$ 82,107	\$ 119,971	
NOV	742	469	266	1,134		111	119	(161)	(107)		\$ 108	\$ 6,239	\$ 7,014	\$ 202		\$ 65,990	\$ 57,789	\$ 202,938	\$ 86,638	
DEC	119	85	89	1,223		(47)	34	(15)	(58)		\$ 72	\$ 116	\$ 113	\$ 211		\$ 25,942	\$ 32,400	\$ 33,649	\$ 64,191	
JAN	211	291	15	1,860		(58)	261	(83)	98		\$ 70	\$ 105	\$ 93	\$ 222		\$ 16,234	\$ 23,831	\$ 25,041	\$ 70,825	
FEB	1,121	1,668	743	1,827		(102)	558	137	16		\$ 70	\$ 125	\$ 101	\$ 311		\$ 35,030	\$ 73,629	\$ 31,647	\$ 54,764	
Total	47,410	32,958	27,931	54,152	23,014	1,554	4,307	1,493	2,913	1,701	\$ 160,058	\$ 151,583	\$ 150,552	\$ 96,633	\$ 78,775	\$ 1,321,754	\$ 1,192,517	\$ 1,292,985	\$ 1,249,397	\$ 445,684
YEAR TO DATE	23,069	16,336	12,558	20,161	23,014	676	1,562	2,196	1,192	1,701	\$ 25,975	\$ 43,525	\$ 29,220	\$ 13,725	\$ 78,775	\$ 484,445	\$ 403,267	\$ 385,050	\$ 272,295	\$ 445,684

Water Year	2020-21	2021-22	2022-23	2023-24	2024-25	5 Yr. Average
USBR Allocation	20.00%	0.00%	0.00%	80.00%	35.00%	27%
Total Alloc. Acreage	37,442	37,442	38,202	38,317	38,317	37,944
A/F / acre	1.27	0.88	0.73	1.41	0.60	0.98
Effective Precip.	0.28	0.13	0.31	0.41	0.08	0.24
Total Applied af	1.54	1.01	1.04	1.82	0.68	1.22

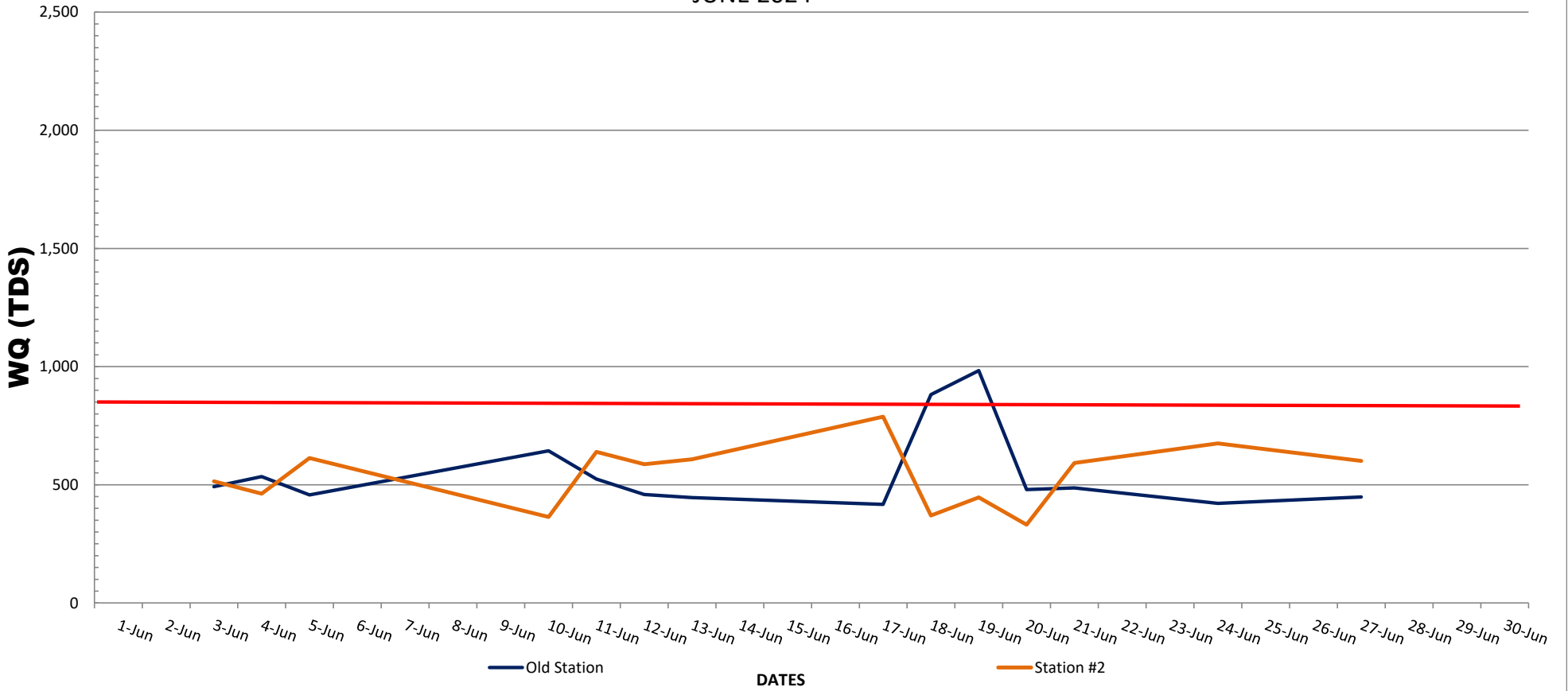
Total Precip. Inches 6.69 3.17 7.34 9.73 1.93 (From 3/1 thru 7/10)

Total rainfall /2/12

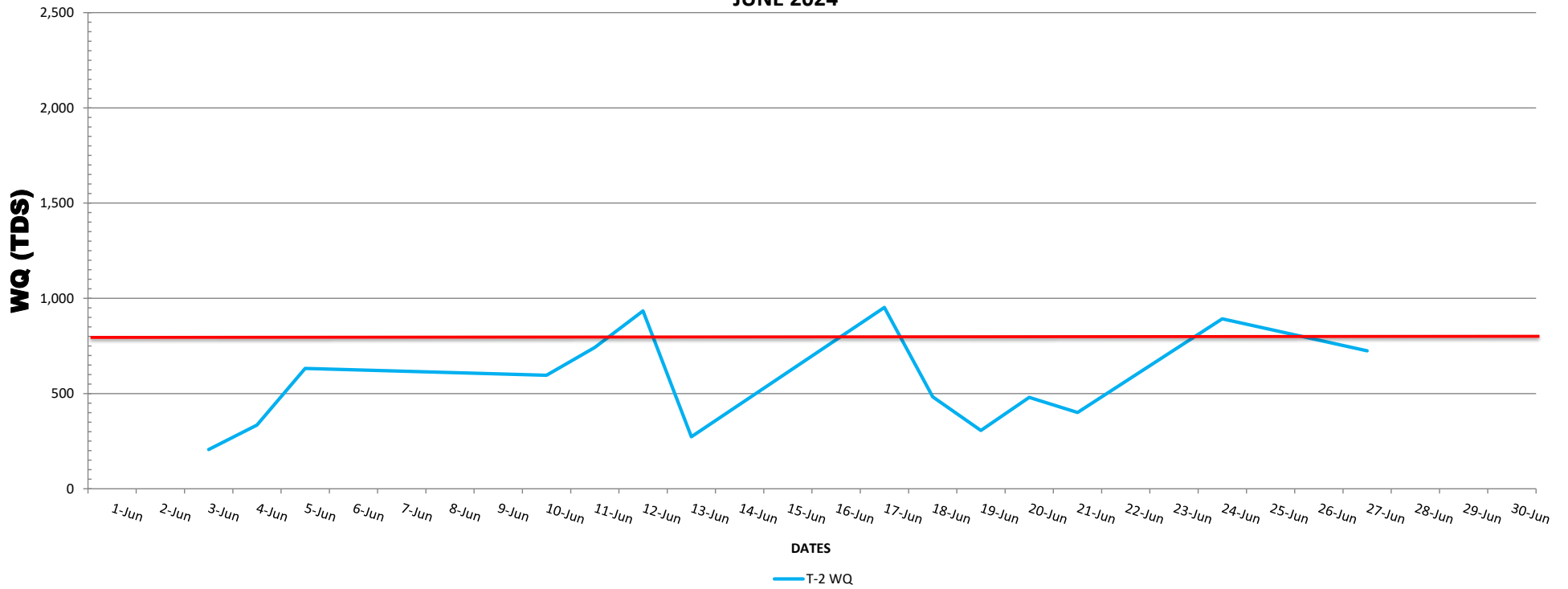
Total Rainfall from Oct. 2023 to today is 8.79 inches.



Panoche Water District
Main Station Water Quality
JUNE 2024



Panoche Water District
T-2 Water Quality
JUNE 2024



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: CHRIS CARLUCCI, OPERATIONS & MAINTENANCE MANAGER

SUBJECT: DIVISION REPORT – OPERATIONS & MAINTENANCE

DATE: JULY 15TH, 2024

CC: PATRICK MCGOWAN, GENERAL MANAGER

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

- General Maintenance.
- Staff installed 2 new box covers for Lateral 2 – 209 boxes.
- Staff made repairs to 70 ditch trash racks.
- Staff installed catwalk at 11E-2 filter station and for water treatment.
- Weed Control- Staff sprayed PWD Main Canal, T- Canal, Contour Canal, Lateral 2 & 3 ditch, 10E-2 ditch and 85 box. For Canal Water Treatment Staff did- T- Canal T-2 & T-3, Direct Connect, PWD Main Station 1 & 4, Lateral 2&3, Russell Lift, 10E-2 ditch and Shaw & 79 box.
- Preventative Pump Maintenance Plan. (work in progress)
- Equipment Replacement Forecast Plan. (work in progress)
- Pacheco WD weed control- PWD staff sprayed Pacheco Extension, Pacheco drain, Ponds, Master drain and Lateral 2,3,4,5,6 & 7.
- GBA Ponds- PWD staff excavated northside pond bank. Staff moved approximately 12,000 cu yds of dirt for GBA pipeline.



PANOCHÉ WATERDISTRICT

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JULY 15, 2024 BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: JOSH MARQUEZ, ETHICS & COMPLIANCE / RISK MANAGEMENT/
CONTRACTS ADMINISTRATOR

SUBJECT: JUNE 2024 UPDATE

DATE: JULY 15, 2024

CC: PATRICK MCGOWAN, GENERAL MANAGER

ETHICS & COMPLIANCE:

- No calls were reported to the hotline for the month of June.
- Correspondence with monitor regarding annual review.
- Compliance training for this month focused on District policy: Care and Return of District Property.
- Elections – Correspondence with Merced and Fresno Counties. Declaration of candidacy forms available at District office.

RISK MANAGEMENT:

- Safety Compliance Company conducted safety training on ergonomics and hand safety.
- Review draft procurement policy.

CONTRACT ADMIN:

- Contour Canal – Correspondence with USBR regarding next steps.
- Interconnection agreement signed and submitted to PG&E. Juan will be filing CEQA NOE. Forefront will be conducting a geotechnical investigation which will include drilling at phase 1 site.

SUMMERS ENGINEERING

887 N. Irwin St. – PO Box 1122
Hanford, CA 93232

MEMORANDUM

TO: The Panoche Water District Board of Directors,
FROM: Chris Linneman
DATE: June 25, 2024
SUBJECT: Contour Canal Lining Project – Project Status Update

Today, Reclamation staff presented an update of the status of the environmental compliance efforts as it relates to the Contour Canal Lining Project NEPA compliance. Reclamation staff indicated that they could not finish the biological review until (at the earliest) September. They expect to submit the results of their review to USFWS, which has another 60 days to review and comment.

The nature of the Contour Canal Lining Project is such that construction must occur between November and February in order to have the canal operational during the irrigation season. This requires that the construction documents be put out to bid no later than September 15th. Based on Reclamation's NEPA timeline (and assuming it does not slip further), the soonest the project would have environmental clearance under NEPA would be late November, which will effectively delay the project by one year.

We will continue to coordinate with Reclamation staff on the NEPA efforts, however it is expected that the project will now go out for bids in September of 2025.

PWD
June 11th, 2024
BOARD MEETING ACTION ITEMS

1. Write off bad debt, trash enclosure. **MARLENE**
2. Transfer policy on July agenda for review with proposed draft solar policy. **SANDRA**
3. Bond overcollection return to Growers in good standing list. **JUAN**
4. Identify Federal Share percentage off San Luis Reservoir in monthly report. **SANDRA**
5. Simplify agenda redundancy. **PATRICK**
6. Review of PDD procurement policy, to tailor a similar updated PWD procurement policy. **JOSH**
7. Distribute new delinquency policies to all growers and landowners. **SANDRA**
8. Expense overages identified in red and revenue overages in green on financial sheets. **MARLENE**
9. AgMonitor proposal review and presentation to BOD for July meeting. **JUAN**
10. Prepare to assist District grower once contacted regarding potential solutions for water delivery issues. **CHRIS**
11. Develop District solar policy ensuring District water transfer policy aligns. Remove acre limitation. **PATRICK & PHIL**
12. New truck proposals to bring to Board. **CHRIS**
13. Investigate existing reclamation policies/laws on delivering water to parcels. **PHIL & PATRICK**
14. Amend SLDMWA O&M rate charged to Growers. **SANDRA**
15. Investigate MSWD consolidation into PWD. **PATRICK**
16. Research and develop potable new potable water agreements with residents. **PATRICK**
17. SSMA outreach to Growers. **PATRICK & CHASE**