

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

**PURSUANT TO AB 361, THE OPEN SESSION OF THIS MEETING MAY BE JOINED FROM
YOUR COMPUTER, TABLET OR SMARTPHONE THROUGH THE FOLLOWING MEANS:**

<https://meet.goto.com/325026821>

AND PLEASE DIAL

Conference call in number: (866) 705-2554 Passcode: 148 890

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

- 1. CALL TO ORDER**
- 2. REVIEW OF AGENDA:** The Board will consider corrections and/or additions to the Agenda of items requiring immediate action that came to the attention of the Board after the Agenda was posted.
- 3. ROLL CALL:** A quorum will be confirmed and the Board will consider appointment of an acting Officer(s) in the event the President, Vice-President, and/or Secretary is absent from the meeting.
- 4. POTENTIAL CONFLICTS OF INTEREST:** Any Board member who has a potential conflict of interest may now identify the Agenda Item and recuse themselves from discussing and voting on the matter. [Government Code Section 87105]
- 5. PUBLIC COMMENT:** The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. The public will be given the opportunity to address the Board on any item in the Agenda at this time or before the Board’s consideration of that item. If members of the public desire to address the Board relative to a particular Agenda item at the time it is to be considered, they should so notify the President of the Board at this time. Please note, California Law prohibits the Board from taking action on any matter during a regular meeting that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified in Government Code Section 54954.2. During a special meeting, the Board may not take action on any matter that is not on the posted Agenda. The President may limit the total amount of time allocated for public comment on particular issues to 3 minutes for each individual speaker.

6. DIVISION REPORTS:

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

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

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Number of Cases: Three

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

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

8. REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)**9. CLOSED SESSION**

C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Number of Cases: Four

D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

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

E. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Section 54957.6:

Agency Designated Representative: Ara Azhderian, General Manager

Employee Organization: International Brotherhood of Electrical Workers Local 1245

- F. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 Property: Irrigation Water
 Agency Negotiator: Ara Azhderian, General Manager
 Negotiating Parties: Unknown
 Under Negotiation: Price and terms.

10. REPORT FROM CLOSED SESSION

11. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an Action Item at this meeting. The Board will review and consider (Tab 2):

- Approving DRAFT minutes from the January 17, 2023, adjourned regular meeting of the Board;
- Approving DRAFT minutes from the January 31, 2023, special meeting of the Board;
- Accepting the monthly financial statements for the period ending January 31, 2023;
- Accepting the Treasurer’s Quarterly Investment Report for the period ending December 31, 2022.
- Accepting the Director’s Monthly Credit Card Usage Report.

ACTION ITEMS

- 12.** The Board to review and consider adopting a Resolution authorizing renewal of a Warren Act Contract with the Bureau of Reclamation for the Delta-Mendota Canal Groundwater Pump-In Program and making certain findings of exemption under the California Environmental Quality Act (Azhderian/Williams – Tab 3);
- 13.** The Board to review and consider authorizing execution of a Special Project Agreement with the San Luis & Delta-Mendota Water Authority for the District’s proportionate share of administrative costs associated with implementation of a Department of Water Resources Sustainable Groundwater Management Act grant (No. 4600014644) (Azhderian – Tab 4);
- 14.** The Board to review and consider authorizing execution of a land lease with Panoche Drainage District (Azhderian – Tab 5);
- 15.** The Board to review and consider amending the District’s Groundwater Conveyance Policy (Azhderian – Tab 6);
- 16.** The Board to review and consider adopting a 2023-24 fiscal-year budget and Operations & Maintenance Rates (Azhderian – Tab 7);
- 17.** The Board to review and consider approving the accounts payable (Azhderian – Tab 8).

REPORT ITEMS

- 18. FINANCIAL REPORTS (Tab 9)**
- A. FYE 2023 Budget-to-Actual Report;
 - B. Other financial matters affecting the District.
- 19. REPORTS UNDER DISTRICT POLICIES (Tab 10)**
- A. Emergency COVID-19 Pandemic Response Policy;
 - B. Report(s) on Brown Act Meetings & Conferences Attended at District Expense (may be written or oral and may be joint for multiple attendees);
 - C. Board to Consider Update(s) or Approval(s) Required Under Any Other District Policies.
- 20. GENERAL MANAGER’S REPORT (Tab 11)**
- A. Water Supplies, Deliveries, and Quality;
 - B. Domestic Water Treatment Plant;
 - C. Sustainable Groundwater Management Act;
 - D. Los Vaqueros Expansion Project;
 - E. B.F. Sisk Expansion Project;
 - F. Other Matters Affecting the District.
- 21. REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)**
- 22. FUTURE MEETING DATES**
- A. Board to Consider Action to Set Special Meeting Date(s): *March 1, 2023.*
 - B. Next Regular Meeting Date: *March 14, 2023.*
- 23. ADJOURNMENT**
- ❖ Items on the Agenda may be taken in any order.
 - ❖ Action may be taken on any item listed on the Agenda.
 - ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

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

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

**PANOCHÉ WATER DISTRICT MEETING MINUTES
ADJOURNED REGULAR MEETING OF THE BOARD OF DIRECTORS
January 17, 2023, at 9:30 A.M.**

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

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

- Directors Absent: Beau Correia, Vice-President

- District Staff Present: Ara Azhderian, General Manager
 Juan Cadena, Water Resources Manager
 Lorena Chagoya, Ethics & Compliance Officer

- Others Present: Philip Williams, General Counsel
 Palmer McCoy, Grassland Basin Authority

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

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

CALL TO ORDER

President Barcellos called the regular meeting to order at 9:46 a.m.

DETERMINATION

General Manager Azhderian presented the Board a Resolution and explained it was identical to previous COVID-19 determinations adopted by the Board except that it extended the proclaimed state of emergency and ability for the Board and public to meet virtually until February 16, 2023. Azhderian said the State had passed a new set of rules governing virtual meetings that would go into effect on March 1, so he expected this to be the last COVID-19 determination to be made by the Board. After consideration, on a motion by Director Callis, seconded by Director Western, the Board unanimously adopted the Resolution as presented.

The vote on the matter was as follows:

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

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

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

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

DIVISION REPORTS

No reports were given.

PANOCHÉ WATER & DRAINAGE DISTRICTS’ JOINT CLOSED SESSION

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

At approximately 9:48 a.m., President Barcellos called the joint closed session to order.

At approximately 11:19 a.m., President Barcellos adjourned the joint closed session.

JOINT CLOSED SESSION REPORT

General Counsel Williams reported the Boards met jointly with legal counsel in closed session and authorized execution of a Settlement Agreement and Mutual Release with Michael L. Dresick. No other reportable action was taken.

CLOSED SESSION

General Counsel Williams announced there was no need for a Water District only Closed Session.

CONSENT CALENDAR

General Manager Azhderian presented the Board with the Consent Calendar, which included draft minutes from the December 13, 2022, regular meeting of the Board; the monthly financial statements for the period ending December 31, 2022; and the Director’s Monthly Credit Card Usage Report. After consideration, on a motion by Director Western, seconded by Director Callis, the Board accepted the Consent Calendar as presented.

The vote on the matter was as follows:

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

THE BOARD TO REVIEW AND CONSIDER APPROVING PAYMENT OF BILLS

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

The vote on the matter was as follows:

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

FINANCIAL REPORTS

General Manager Azhderian presented the Board the Budget-to-Actual report. Azhderian also reviewed a draft fiscal-year ending 2024 budget. The Board discussed utilizing a 5% Central Valley Project contract allocation scenario, the potential refund of the 2021 CVP Bond assessment coverage, modifying the Directors benefits to include only a meeting stipend, a range of repair and maintenance activities, and the potential implementation of land based service fees.

REPORTS UNDER DISTRICT POLICIES

No report was given

GENERAL MANAGER'S REPORT

General Manager Azhderian updated the Board on water supply and water supply projects. Azhderian also reported that construction of the District's western one-megawatt solar project would be delayed by perhaps a couple of years due to the need for Pacific Gas & Electric to resolve transmission congestion at the Oro Loma substation. He noted that, as of now, there is not an expected reduction in projected economics of the project but that could change if the delay exceeds the 3-year implementation timeframe set by the California Public Utilities Commission and commissioning the project prior to energization becomes necessary. Azhderian said more would be known in the fall after PG&E completes its congestion study.

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

No reports were given.

FUTURE MEETING DATES

A special meeting of the Board was scheduled for 9:30 a.m. on January 31, 2023. The next regular meeting of the Board was scheduled for 9:30 a.m. on February 14, 2023.

ADJOURNMENT

With no further business on the agenda, President Barcellos adjourned the meeting at 12:32 p.m.

Aaron Barcellos, President

Steve Fausone, Secretary

**PANOCHÉ WATER DISTRICT MEETING MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
January 31, 2023, at 9:30 A.M.**

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

- Directors Present: Aaron Barcellos, President
Beau Correia, Vice-President
Steve Fausone, Secretary
Wayne Western, Director
Neill Callis, Director
- Directors Absent: None
- District Staff Present: Ara Azhderian, General Manager
Juan Cadena, Water Resources Manager
Lorena Chagoya, Ethics & Compliance Officer
Marlene Brazil, Treasurer/Accounting Supervisor
- Others Present: Philip Williams, General Counsel
Palmer McCoy, Grassland Basin Authority

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

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

CALL TO ORDER

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

REVIEW OF AGENDA

General Manager Azhderian announced Agenda Item 8 had been corrected to notice the making of certain findings of exemption under the California Environmental Quality Act.

ROLL CALL

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

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

General Counsel Williams announced the Panoche Water District Board would meet jointly in closed session for a conference with legal counsel on anticipated and existing litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (1), (2), and/or (3), and with the District's Real Property Negotiator to discuss price and terms of a potential irrigation water purchase.

At approximately 9:32 a.m., President Barcellos called the joint closed session to order.

At approximately 10:43 a.m., President Barcellos adjourned the joint closed session.

CLOSED SESSION REPORT

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

THE BOARD TO REVIEW AND CONSIDER ADOPTING A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE BUREAU OF RECLAMATION FOR SECTION 215 WATER SERVICE AND MAKING CERTAIN FINDINGS OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

General Manager Azhderian reported Reclamation had announced it would be seeking a Temporary Urgency Change Petition from the State Water Resources Control Board to allow for its Westside San Joaquin Valley Central Valley Project contractors to divert temporary flood flows from the San Joaquin River. He explained the District could bring such water in for delivery through both the Firebaugh Canal Water District and Central California Irrigation District direct connections. Azhderian said the amount of water that may be available would likely be very limited due to conveyance and demand constraints and the fact that the water is not storable. However, he noted, a little more is better than none so he requested the Board adopt the Resolution absent a Section 215 Water Service Contract so that when, and if, Reclamation makes such water available, the District is immediately ready to take delivery of it. General Counsel Williams reviewed the CEQA exemptions findings with the Board. After consideration, on a motion by Director Western, seconded by Director Callis, the Board adopted the Resolution as presented.

The vote on the matter was as follows:

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

REVIEW OF PANOCHÉ'S ACTIVITIES

General Manager Azhderian presented the Board an overview of the services the District provides to the Charleston Drainage District, Mercy Springs Water District, Panoche Drainage District, Panoche Financing Authority, Panoche Resource Conservation District, and San Luis & Delta-Mendota Water Authority. After the overview, the Board and staff discussed current staffing levels and responsibilities, employee tasks and skill alignments, and unmet staffing needs. Azhderian also presented information on the District cash reserves and assets, debt and borrowing capacity, grants in application or being administered, and water supply resources. After discussion, the Board requested staff schedule another special meeting date to continue consideration of the District's strategic priorities.

GENERAL MANAGER'S REPORT

General Manager Azhderian updated the Board on water supply forecasts noting that while analysts with Westlands Water District were predicting a potential initial allocation of CVP water between

15 and 35% of contract, representatives of the Department of Interior speaking at the recent Mid-Pacific Water Users Conference were taking a much more cautious tone noting that storage in Shasta and Trinity reservoirs remained low, Jones Pumping Plant would be subject to D-1641 outflow and salinity standards, as well as fisheries regulations, through mid-June, and that while 2022 also got off to a great start, it turned dry thereafter and, if the same happened this year, the wet season would fall well below average. Azhderian noted the chief operator of the CVP stated that, unfortunately, 2023 allocations could still range between 0 and 100%. He noted the key dates upcoming would be February 8th when the Department of Water Resources is expect to update its Bulletin 120 Water Supply Forecast, February 15th when Reclamation is expected to announce its initial Shasta Critical declaration, and February 20th when Reclamation is expected to announce its initial CVP contractors allocations. Azhderian predicted the initial allocation would be in the 5 to 15% range and that the final allocation would not be know until June, once the Shasta Reservoir dependent salmon temperature management plan was known.

FUTURE MEETING DATES

The Board requested staff schedule a special meeting during the first week of March. The next regular meeting of the Board was scheduled for 9:30 a.m. on February 14, 2023.

ADJOURNMENT

With no further business on the agenda, President Barcellos adjourned the meeting at 11:43 a.m.

Aaron Barcellos, President

Steve Fausone, Secretary

PANOCHÉ WATER DISTRICT		
TREASURER'S MONTHLY FINANCIAL REPORT		
BALANCE SHEET-CURRENT ASSETS & LIABILITIES		
	<u>January 31, 2023</u>	<u>December 31, 2023</u>
<u>CURRENT LIABILITIES</u>		
ACCOUNTS PAYABLE	\$172,573	\$307,698
PREPAYMENTS/CREDIT ACCOUNTS	-\$297,500	-
TOTAL CURRENT LIABILITIES	-\$124,927	\$307,698
<u>CASH AND INVESTMENT ACCOUNTS</u>		
O&M CHECKING	\$438,159	\$121,764
PAYROLL CHECKING	\$9,508	\$29,634
CONTRACTUAL OBLIGATION FUND MONEY MARKET	\$1,041,436	\$321,385
LAIF	\$4,394,981	\$4,766,311
2021 REVENUE BONDS - LAIF RESTRICTED	\$1,181,119	\$1,174,981
TOTAL CASH AND INVESTMENTS	\$7,065,204	\$6,414,076
<u>ACCOUNTS RECEIVABLES</u>		
WATER	\$7,759	\$73,195
GROUNDWATER MANAGEMENT FEE	-	-
DELINQUENT ACCOUNT CHARGES	\$201,812	\$233,561
OTHER	\$7,876	\$304
GBA NOTE RECEIVABLE	\$17,092	\$34,159
PDD NOTE RECEIVABLE	\$12,065	\$24,100
CASH ADVANCE - PROP 84	\$2,310,000	\$2,310,000
TOTAL ACCOUNTS RECEIVABLES	\$2,556,604	\$2,675,319
TOTAL CURRENT UNAUDITED ASSETS	\$9,621,808	\$9,089,395
NET CURRENT UNAUDITED ASSETS (NET CASH POSITION)	\$9,746,735	\$8,781,697

General Ledger Detail Report
Summary Report for Period 01 Thru 11 Ending 1/31/2023




PANOCHÉ WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	142,411.21	25599334.44	25303586.59	295,747.85	438,159.06
13412-000					
MECHANIC PR#*****7895	28,911.18	1,542,255.45	1,561,658.45	19,403.00-	9,508.18
13465-000					
2021 REVENUE BONDS - LAIF	1,167,888.30	13,231.11	0.00	13,231.11	1,181,119.41
13470-000					
CONTRACTUAL OBLIGATION FUND #9745	346,609.19	1,342,610.58	647,783.35	694,827.23	1,041,436.42
13520-000					
LOCAL AGENCY INVESTMENT FD	3,973,256.98	6,821,723.81	6,400,000.00	421,723.81	4,394,980.79
Report Total:	5,659,076.86	35,319,155.39	33,913,028.39	1,406,127.00	7,065,203.86

RETURN SERVICE REQUESTED

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

Managing Your Accounts

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



BUSINESS LINE OF CREDIT
UP TO \$100,000
Prime +0%
APR

LIMITED TIME OFFER
www.MechanicsBank.com/GrowIt

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




Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX8566	\$650,491.81

RETURN SERVICE REQUESTED

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

Managing Your Accounts

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



BUSINESS LINE OF CREDIT
UP TO \$100,000
Prime +0%
APR

LIMITED TIME OFFER
www.MechanicsBank.com/GrowIt

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




Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX7895	\$10,645.96

RETURN SERVICE REQUESTED

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

Managing Your Accounts

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



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

Prime +0%
APR

LIMITED TIME OFFER
www.MechanicsBank.com/GrowIt

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

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

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXX9745	\$321,384.75

PANOCHÉ WATER DISTRICT
AGED ACCOUNTS RECEIVABLE - Delinquent
As Of 1/31/2023

Name	31-60 Days	61-90 Days	Over 90 Days	Total A/R
Brown, Lupe	-	2.53	-	2.53
Cecilia Echeveste Survivor's Trust	1,910.37	6,003.94	35,367.74	43,282.05
Imperial Merchants USA, LLC	3.53	3.53	259.86	266.92
Olam West Coast, Inc. (OSVI)	7.66	364.04	38.30	410.00
	1,921.56	6,374.04	35,665.90	43,961.50
<u>Other</u>				
Camp 13 Drainage District	-	-	57,050.97	57,050.97
Central California Irrigation District	-	-	71,456.33	71,456.33
Grassland Basin Authority	303.44	-	29,039.88	29,343.32
	303.44	-	157,547.18	157,850.62
Total Accounts - Delinquent	2,225.00	6,374.04	193,213.08	201,812.12

PANOCHÉ WATER DISTRICT

**2022 Quarterly Investment Report
For Quarter Ending December 31, 2022**

DATE: February 14, 2023
 TO: Board of Directors
 FROM: Marlene Brazil

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

	MECHANICS BANK (3 ACCTS)	LAIF	TOTAL
INVESTMENT BALANCES December 31, 2022	*\$ 472,783.26	\$ 5,976,100.20	\$ 6,448,883.46

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

General Ledger Detail Report
 Feb 14, 2023 - PWD Regular Board Meeting - PACKET
 Summary Report for Period 01 Thru 10 Ending 12/31/2022

PANOCHÉ WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	142,411.21	24444655.68	24465302.51	20,646.83-	121,764.38
13412-000					
MECHANIC PR#*****7895	28,911.18	1,422,255.45	1,421,532.50	722.95	29,634.13
13465-000					
2021 REVENUE BONDS - LAIF	1,167,888.30	13,231.11	0.00	13,231.11	1,181,119.41
13470-000					
CONTRACTUAL OBLIGATION FUND #9745	346,609.19	622,558.91	647,783.35	25,224.44-	321,384.75
13520-000					
LOCAL AGENCY INVESTMENT FD	3,973,256.98	6,821,723.81	6,000,000.00	821,723.81	4,794,980.79
Report Total:	5,659,076.86	33,324,424.96	32,534,618.36	789,806.60	6,448,883.46

PANOCHÉ WATER DISTRICT QUARTERLY FINANCIAL STATUS	
CASH BOOK ACCOUNTS AS OF 12/31/2022	
PANOCHÉ WATER DISTRICT	
Balance as per bank statement	\$184,014
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$62,250
Balance as reported in the general ledger account	\$121,764
PANOCHÉ WATER DISTRICT PAYROLL	
Balance as per bank statement	\$32,640
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$3,006
Balance as reported in the general ledger account	\$29,634
PANOCHÉ WATER DISTRICT 2021 BOND ACQUISITION FUND	
Balance as per bank statement	\$321,385
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	-
Balance as reported in the general ledger account	\$321,385
PANOCHÉ WATER DISTRICT LAIF ACCOUNT	
LAIF Account balance as of 12/31/2022	\$4,794,981
PANOCHÉ WATER DISTRICT 2021 LAIF REVENUE BONDS	
LAIF Account balance as of 12/31/2022	\$1,181,119
TOTAL OF GENERAL LEDGER ACCOUNT BALANCES AND LAIF	\$6,448,883



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

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

As of 01/13/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2022.

Earnings Ratio		.00005680946709337
Interest Rate		2.07%
Dollar Day Total	\$	504,661,109.46
Quarter End Principal Balance	\$	4,766,311.26
Quarterly Interest Earned	\$	28,669.53



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

2021 REVENUE BONDS

Agency Name

PANOCHÉ WATER DISTRICT

Account Number

11-10-004




As of 01/13/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2022.

Earnings Ratio		.00005680946709337
Interest Rate		2.07%
Dollar Day Total	\$	108,046,486.09
Quarter End Principal Balance	\$	1,174,981.35
Quarterly Interest Earned	\$	6,138.06

RETURN SERVICE REQUESTED

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

Managing Your Accounts

-  Client Services 800.797.6324
-  Online www.mechanicsbank.com
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**BUSINESS LINE OF CREDIT
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All loans and credit products subject to program eligibility, collateral, underwriting approval and credit approval. Offer is for new lines of credit and does not apply to renewing lines of credit. Subject to change or cancellation without notice. Offer is effective as of 3/17/2022 and subject to change or cancellation without notice. Prime Rate is defined as "the Prime Rate as published daily in the Money Rates section of the Wall Street Journal." For the current Prime Rate, talk to a banker or visit <https://www.wsj.com/market-data/bonds/moneyrates>.

WATCH OUT FOR CARD OR ACCOUNT LOCKED SCAMS

Criminals contact you via phone, text or email pretending to be your bank or a credit card company, and tell you that your account is "locked" or "frozen" from fraudulent attempts to access it. They then ask for your card number, account number, password or PIN to "unlock" the account. **Learn how to spot this scam at www.MechanicsBank.com/Security.**




Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX8566	\$184,014.26

RETURN SERVICE REQUESTED

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

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Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXX7895	\$32,640.21

RETURN SERVICE REQUESTED

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

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

Prime +0%
APR

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

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

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXX9745	\$321,384.75

HOLD FOR DCCR

PANOCHÉ WATER DISTRICT RESOLUTION NO. 832-23

A RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A 1-YEAR CONTRACT BETWEEN THE UNITED STATES AND PANOCHÉ WATER DISTRICT PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER, PURSUANT TO WARREN ACT, MAKING CERTAIN FINDINGS OF EXEMPTION, AND AUTHORIZING RELATED ACTIONS

WHEREAS, since approximately 1990, the Panoche Water District (the “District”) has suffered chronic shortages in the water supply available from the Central Valley Project (“CVP”) to the District pursuant to its water service contract with the United States.

WHEREAS, the District’s CVP contract supply is a supplemental supply, providing up to 94,000 acre-feet for irrigation at full contract quantity, which is an inadequate supply for many crops.

WHEREAS, Reclamation’s final allocation for CVP water service contractors for irrigation for the contract year commencing March 1, 2022, is 0%; the 2022 water year has been determined to be “critical”; significant regulatory constraints on CVP operations affecting the water supply available to the District are expected; Reclamation has not yet indicated an initial allocation of CVP water for the 2023 contract year; and, under current forecasts, the District’s 2023 water service contract allocation for irrigation is not expected to reach the full contract quantity.

WHEREAS, that certain Temporary Contract Between the United States and Panoche Water District Providing for Storage and/or Conveyance of Non-Project Water, Contract No. 20-WC-20-5643, of up to 10,000 acre-feet per year from specified identified sources that are made available or acquired by and delivered to the District over a five-year term (the “2018-2023 Warren Act Contract”) is set to expire on February 28, 2023.

WHEREAS, the District anticipates that Reclamation will offer the District to enter into a 2023-2024 Warren Act Contract under substantially similar terms and conditions as those in the 2018-2023 Warren Act Contract.

WHEREAS, the District’s action in negotiating and executing the 2023-2024 Warren Act Contract will allow for conveyance of non-project water in federal facilities when and if such water is developed or acquired by the District to help offset shortages in District supplies.

WHEREAS, the District has policies in place to discourage the production of drainwater, to manage subsurface drainage, and to promote the efficient use of water to meet crop demand within the District, and use of water transferred into the District will not increase drainage production, degrade existing groundwater, cause the conversion of lands not previously farmed or increase the supply of water utilized within the District above the District’s historic crop demand. Furthermore, Panoche Drainage District has programs in place to monitor groundwater quality and depth to groundwater for its wells that may pump into the DMC under a Warren Act Contract.

WHEREAS, Reclamation’s policy requires the District to reimburse certain costs incurred by Reclamation at the request of the District, such as costs associated with development and administration of Warren Act contracts.

WHEREAS, the Board of Directors of the District has previously considered the standard form of Letter Agreement historically required by Reclamation (“Letter Agreement”), the terms of which provide for the District to reimburse Reclamation for costs associated with the analysis, development and administration of Warren Act contract requests made by the District, including the Warren Act contract mentioned hereinabove.

WHEREAS, the District has reviewed the 2018-2023 Warren Act Contract in light of its expectations for no substantive changes between that contract and the expected 2023-2024 Warren Act Contract and the provisions of CEQA and has considered whether any direct or indirect physical change to the environment will result from entering into the 2023-2024 Warren Act Contract, and has considered whether entering into the 2023-2024 Warren Act Contract may possibly have a significant effect on the environment.

WHEREAS, entry into the 2023-2024 Warren Act contract for purposes of stabilizing the supply available under the District’s CVP contract will result in continued operation of existing facilities with no expansion of use.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. Declaration of Board. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.
2. CEQA Exemption Findings. Executing the 2023-2024 Warren Act Contract is statutorily exempt from compliance with CEQA as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, subdivision (a), because it is merely a continuation of a project approved, funded, and fully operated prior to November 23, 1970, and no modification or alteration in the CVP or the amount of CVP Water delivered is proposed. Execution of the 2023-2024 Warren Act Contract is categorically exempt from CEQA as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it provides for the continued operation of existing facilities with no expansion of the District’s current water use or infrastructure.
3. Contract for Conveyance of Non-Project Water. The President and Secretary of the District are hereby authorized to execute and deliver a 2023-2024 Warren Act Contract in substantially the form of Contract No. 20-WC-20-5643, subject to such further revisions, omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.
4. Letter Agreement for Reimbursement of Costs. If required by Reclamation, the President and Secretary of the District are hereby authorized to execute and deliver a Letter Agreement on substantially similar terms historically presented by Reclamation to the District, subject to such revisions,

omissions and deletions as the President and Secretary may require prior to execution, said execution providing conclusive proof of the approval of said executing officers.

5. Resolution to be Conformed. Should Reclamation require any specific material change in language to the 2023-2024 Warren Act Contract or additional information to be set forth in this Resolution, such language and information is deemed incorporated here as though fully set forth, with the requirement of amendment or re-adoption of this Resolution.

6. Further Action. The President, Secretary, and General Manager, or any staff member of the District authorized by the General Manager, are hereby authorized to do any and all things and to execute and deliver any and all documents, which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution, the 2023-24 Warren Act Contract and the Letter Agreement or any successors or amendments thereto. The General Manager is further directed and authorized to prepare and file a Notice of Exemption with the Fresno County Clerk consistent with the findings in this Resolution.

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

Ayes:
Nays: None
Abstain: None
Absent: None

BACK

Aaron Barcellos, President

Attest: _____
Steve Fausone, Secretary

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

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

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

Steve Fausone, Secretary

DRAFT

Temporary Warren Act Contract – Year 2023
 Irrigation and M&I
 Contract No. 23-WC-20-6069

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 Delta Division and San Luis Unit, Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES
AND
PANOCHÉ WATER DISTRICT
PROVIDING FOR STORAGE AND CONVEYANCE OF NON-PROJECT WATER

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Temporary Warren Act Contract – Year 2023
Irrigation and M&I
Contract No. 23-WC-20-6069

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16 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and
17 the San Joaquin River and their tributaries; and

18 [2nd] WHEREAS, the Contractor asserts a right to a Non-Project Water supply for
19 irrigation and M&I purposes and has requested the United States convey said Non-Project Water
20 through Excess Capacity in the Delta-Mendota Canal and associated facilities, features of the
21 Delta Division and San Luis Unit, Central Valley Project; and

22 [3rd] WHEREAS, the United States is willing to store and/or convey said Non-Project
23 Water to the Contractor through Excess Capacity in said Project Facilities in accordance with the
24 terms and conditions hereinafter stated; and

25 [4th] WHEREAS, pursuant to the terms and conditions of this Contract and in
26 accordance with Section 14 of the Reclamation Project Act of 1939, the United States is willing
27 to store and/or convey Non-Project Water in the San Luis Reservoir via an exchange of Project
28 Water in the Delta-Mendota Canal; and

29 [5th] WHEREAS, the environmental compliance requirements for the execution of this
30 Contract have been met by Environmental Assessment (EA) Number 18-007 entitled “Delta-
31 Mendota Canal Groundwater Pump-in Program Revised Design Constraints,” which resulted in a
32 Finding of No Significant Impact dated May 7, 2018.

33 NOW, THEREFORE, in consideration of the covenants herein contained, the parties
34 agree as follows:

35 DEFINITIONS

36 1. When used herein unless otherwise distinctly expressed, or manifestly
37 incompatible with the intent of the parties as expressed in this Contract, the term:

38 (a) “Calendar Year” shall mean the period January 1 through December 31,
39 both dates inclusive;

40 (b) “Contracting Officer” shall mean the Secretary of the Interior’s duly
41 authorized representative acting pursuant to this Contract or applicable Reclamation law or
42 regulation;

43 (c) “Contractor’s Boundaries” shall mean the geographic area within which
44 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be
45 modified in accordance with Article 24, without amendment of this Contract;

46 (d) “Eligible Lands” shall mean all lands to which Irrigation Water may be
47 delivered in accordance with Section 204 of the RRA;

48 (e) “Excess Capacity” shall mean capacity in the Project Facilities in excess
49 of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting
50 Officer, which may be made available to convey and deliver Non-Project Water;

51 (f) “Full-Cost Lands” shall mean landholdings described in Sections
52 205(a)(3) and 202(3) of the RRA;

53 (g) “Incremental Fee” shall mean the fee, as set forth in Exhibit B, to be paid
54 to the United States pursuant to the acreage limitation provisions of the Federal Reclamation
55 laws for Non-Project Water conveyed through Project Facilities that will be used to irrigate
56 Ineligible Lands;

57 (h) “Ineligible Lands” shall mean all lands to which Irrigation Water may not
58 be delivered in accordance with Section 204 of the RRA;

59 (i) “Irrigation Water” shall mean Non-Project Water used to irrigate land
60 primarily for the production of commercial agricultural crops or livestock, and domestic and

61 other uses that are incidental thereto. It does not include uses such as watering golf courses;
62 lawns and ornamental shrubbery used in residential and commercial landscaping, household
63 gardens, parks and other recreational facilities; pasture for animals raised for personal purposes
64 or for nonagricultural commercial purposes; cemeteries; and similar uses (except to the extent
65 that some of these uses may be incidental to uses that are primarily agricultural). It also does not
66 include commercial agricultural uses that do not require irrigation, such as fish farms and
67 livestock production in confined feeding or brooding operations;

68 (j) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water
69 used for municipal, industrial, and miscellaneous purposes not falling under the definition of
70 “Irrigation Water” described in subdivision (i) of this Article 1 or within another category of
71 water use under an applicable Federal authority;

72 (k) “Non-Project Water” shall mean water acquired by or available to the
73 Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired
74 by the United States;

75 (l) “Operating Non-Federal Entity” shall mean the San Luis & Delta-
76 Mendota Water Authority, its successors or assigns, a non-Federal entity that has the obligation
77 pursuant to a separate agreement with the United States to operate and maintain all or a portion
78 of the Project Facilities, and which may have funding obligations with respect thereto;

79 (m) “Project” shall mean the Central Valley Project, owned by the United
80 States and managed by the Department of the Interior, Bureau of Reclamation;

81 (n) “Project Facilities” shall mean the Delta-Mendota Canal, Delta-Mendota
82 California Aqueduct Intertie, O’Neill Forebay, San Luis Reservoir and associated facilities,
83 constructed as features of the Delta Division and San Luis Unit, Central Valley Project;

84 (o) “Project-Use Power” is that electrical energy, and its associated ancillary
85 service components, required to provide the full electrical service needed to operate and maintain
86 Project Facilities, and to provide electric service for Project purposes and loads in conformance
87 with the Reclamation Project authorization. Project-Use Power is not available to pump
88 Non-Project Water, to operate pumps that were not built as Federal facilities as part of the
89 Project, to pump Project Water outside the authorized service area, or provide for on-farm uses;

90 (p) “Project Water” shall mean all water that is developed, diverted, stored, or
91 delivered by the Secretary in accordance with the statutes authorizing the Project and in
92 accordance with the terms and conditions of water rights acquired pursuant to California law;

93 (q) “Rates” shall mean the amount to be paid to the United States by the
94 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made
95 available pursuant to this Contract;

96 (r) “RRA” shall mean the Reclamation Reform Act of October 12, 1982
97 (96 Stat. 1263), as amended;

98 (s) “Secretary” shall mean the Secretary of the Interior, a duly appointed
99 successor, or an authorized representative acting pursuant to any authority of the Secretary and
100 through any agency of the Department of the Interior; and

101 (t) “Year” shall mean the period from and including March 1 of the Calendar
102 Year through the last day of February of the following Calendar Year.

103 TERM OF CONTRACT

104 2. This Contract shall become effective on the date hereinabove written and shall
105 remain in effect through February 29, 2024: Provided, That upon written notice to the
106 Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the

107 Contracting Officer determines that the Contractor has not been complying with one or more
108 terms or conditions of this Contract.

109 INTRODUCTION, CONVEYANCE, AND DELIVERY OF NON-PROJECT WATER

110 3. (a) During the term of this Contract, the Contractor may introduce up to
111 10,000 acre-feet each Year of Non-Project Water from the source(s) identified in Exhibit C into
112 the Project Facilities at points identified on Exhibit C. In addition, the Contractor may store
113 and/or convey Non-Project Water pursuant to this Contract, which Non-Project water was
114 previously introduced into the Project Facilities pursuant to Contract No. 20-WC-20-5643 in
115 Year 2022: [A1] Provided, That at the exclusive discretion of the Contracting Officer, the
116 maximum Contract quantity under this Contract may be changed without amendment to this
117 Contract; and Provided further, That the volume of water pumped in any combination by the
118 contractors participating in the Delta-Mendota Canal groundwater pump-in program, shall not
119 exceed, cumulatively, 50,000 acre-feet as analyzed in EA Number 18-007. The United States or
120 the designated Operating Non-Federal Entity shall convey Non-Project Water through Excess
121 Capacity in the Project Facilities from said point(s) of introduction for delivery to the Contractor
122 at the points identified on Exhibit C or other location(s) mutually agreed to in writing by the
123 Contracting Officer and the Contractor, in accordance with an approved schedule submitted by
124 the Contractor pursuant to subdivision (d) of this Article: Provided, That the quantity of Non-
125 Project Water to be delivered to the Contractor from Project Facilities shall not exceed the
126 quantity of Non-Project Water previously introduced into the Project Facilities by the Contractor
127 at said point(s) of introduction, less 5% percent for conveyance losses.

128 (b) Exhibit C may be modified or replaced by mutual agreement of the
129 Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project water

130 without amendment of this Contract: Provided, however, That no such modification or
131 replacement shall be approved by the Contracting Officer absent the completion of all
132 appropriate environmental documentation, including but not limited to documents prepared
133 pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species
134 Act of 1973 (ESA), as amended.

135 (c) All Non-Project Water conveyed and delivered to the Contractor pursuant
136 to this Contract shall be used for irrigation or M&I purposes.

137 (d) Prior to the introduction of Non-Project Water into the Project Facilities,
138 the Contractor shall submit a schedule to the Contracting Officer and the designated Operating
139 Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the
140 Project Facilities, and the desired time or times for delivery of said Non-Project Water:
141 Provided, That the Contractor is not required to initially schedule delivery of the maximum
142 quantity of Non-Project Water for which the Contractor desires conveyance during the term of
143 this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the
144 Contracting Officer and shall be submitted at such times and in such manner as determined by
145 the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project
146 Facilities unless and until the schedule and any revision(s) thereof have been approved by the
147 Contracting Officer.

148 (e) All Non-Project Water remaining in the Project Facilities at the end of the
149 Year, shall incur annually, the appropriate Rates pursuant to Exhibit B of this Contract, which
150 shall be updated annually.

151 (1) All Non-Project Water introduced, but not taken directly by the
152 contractor within 30 days, is deemed to be stored in Project Facilities. Any stored Non-Project

153 Water requested by the Contractor and not taken directly by the Contractor within 30 days after
154 such release or conveyance shall be deemed to be unused water donated to the United States for
155 Project purposes. Further, all Non-Project Water made available for delivery to the Contractor
156 from the Project Facilities and not accepted by the Contractor shall be deemed to be unused
157 water donated to the United States for Project purposes.

158 (2) All Non-Project Water remaining in Project Facilities at
159 Contract termination, shall be deemed to be unused water donated to the United States for
160 Project purposes unless the Contractor has requested in writing a subsequent contract instrument
161 at least 90 days prior to termination of this Contract.

162 (3) In the event that the Federal share of San Luis Reservoir fills
163 and capacity is no longer available for the Non-Project Water, the Non-Project Water in the
164 Federal share of San Luis Reservoir shall be deemed to be the first water spilled, in accordance
165 with the then-current Rescheduling Guidelines: Provided, That the Contracting Officer will to
166 the extent possible inform the Contractor by written notice, or otherwise, of any impending spill
167 from the Federal share of San Luis Reservoir.

168 (f) Unless otherwise agreed to in writing by the Contracting Officer, the Non-
169 Project Water shall be introduced into and delivered to the Contractor through existing Project
170 Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of
171 Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the
172 Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all
173 appropriate environmental documents, necessary rights-of-way for such facilities, including the
174 appropriate right of-use agreement(s) or other authorizations issued by the United States for any
175 such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own

176 cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing,
177 replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the
178 Contracting Officer and the Operating Non-Federal Entity access, for the purpose of this
179 Contract, to all temporary inflow and delivery facilities installed by the Contractor.

180 (g) The introduction, storage, conveyance, and delivery of Non-Project Water
181 pursuant to this Contract will not be supported with Project-Use Power. If electrical power is
182 required to convey or pump the Non-Project Water into, through or from the Project Facilities,
183 the Contractor shall: (i) be responsible for the acquisition and payment of all electrical power and
184 associated transmission service charges, and provide a copy of a power contract and copies of
185 payment documents to the Contracting Officer as evidence that such electrical power has been
186 contracted and paid for prior to the introduction, storage, conveyance, and delivery of any Non-
187 Project Water; and/or (ii) prior to the introduction, storage, conveyance, and delivery of any
188 Non-Project Water, enter into a letter of agreement with the United States that provides for the
189 payment of all actual energy costs and fees incurred in the introduction, storage, conveyance and
190 delivery of the Non-Project Water.

191 (h) The Contractor shall have no rights to any benefits from incidental power
192 generation that may result from the conveyance of the Non-Project Water through Excess
193 Capacity in the Project Facilities authorized pursuant to this Contract.

194 (i) The introduction of Non-Project Water into the Project Facilities by the
195 Contractor shall be conditioned upon compliance by the Contractor with the environmental
196 measures described in the environmental documentation prepared in connection with the
197 execution of this Contract and with the terms of the applicable operations procedures approved
198 by the Contracting Officer.

199 MEASUREMENT OF NON-PROJECT WATER

200 4. (a) All Non-Project Water shall be measured and recorded at the point(s) of
201 introduction and point(s) of delivery established pursuant to Article 3 herein with measurement
202 devices acceptable to the Contracting Officer and the methods used to make such measurements
203 shall be in accordance with sound engineering practices.

204 (b) Unless otherwise agreed to in writing by the Contracting Officer, the
205 Contractor, at its own cost and expense, shall be responsible for providing, installing, operating,
206 maintaining, repairing, replacing, and removing all measurement devices required under this
207 Contract in accordance with any right-of-use agreement(s) or other requisite authorization(s)
208 issued by the United States. The Contractor shall be responsible for all costs associated with the
209 issuance of such right-of-use agreement(s) and authorization(s).

210 (c) The Contractor shall maintain accurate records of the quantity of Non-
211 Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at
212 said authorized point(s) of introduction and delivery and shall provide such records to the
213 Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as
214 determined by the Contracting Officer.

215 (d) Upon the request of either party to this Contract, the Contracting Officer
216 shall investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy
217 of all measurements of Non-Project Water required by this Contract. If the investigation
218 discloses errors in the recorded measurements, such errors shall be promptly corrected. If the
219 investigation discloses that measurement devices are defective or inoperative, the Contracting
220 Officer shall take any necessary actions to ensure that the responsible party makes the
221 appropriate adjustments, repairs, or replacements to the measurement devices. In the event the

222 Contractor, as the responsible party, neglects or fails to make such adjustments, repairs, or
223 replacements to the measurement devices within a reasonable time and to the reasonable
224 satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments,
225 repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and
226 the Contractor shall pay said charges to the United States immediately upon receipt of a detailed
227 billing. For any period of time during which accurate measurements of the Non-Project Water
228 have not been made, the Contracting Officer shall consult with the Contractor and the Operating
229 Non-Federal Entity prior to making a determination of the quantity of Non-Project Water
230 introduced, stored, conveyed and delivered for that period of time and such determination by the
231 Contracting Officer shall be final and binding on the Contractor.

232 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

233 5. (a) The operation and maintenance (O&M) of a portion of the Project
234 Facilities to be used to introduce, convey and deliver the Non-Project Water to the Contractor,
235 and responsibility for funding a portion of the costs of such O&M, have been transferred from
236 the United States to the San Luis & Delta-Mendota Water Authority, the designated Operating
237 Non-Federal Entity, pursuant to a separate agreement, identified as Agreement No. 8-07-20-
238 X0354-X, as amended. That separate agreement shall not interfere with or affect the rights or
239 obligations of the Contractor or the United States hereunder.

240 (b) The Contractor shall pay directly to the San Luis & Delta-Mendota Water
241 Authority, or to any successor approved by the Contracting Officer under the terms and
242 conditions of the separate agreement described in subdivision (a) of this Article 5, all rates,
243 charges, or assessments of any kind, including any assessment for reserve funds, that the San
244 Luis & Delta-Mendota Water Authority or such successor determines, sets, or establishes for the

245 O&M of the portion of the Project Facilities operated and maintained by the San Luis & Delta-
246 Mendota Water Authority or such successor used to convey and deliver the Non-Project Water to
247 the Contractor.

248 (c) For so long as the O&M of any portion of the Project Facilities used to
249 convey and deliver the Non-Project Water to the Contractor is performed by the San Luis &
250 Delta-Mendota Water Authority, or any successor thereto, the Contracting Officer shall adjust
251 those components of the Rates for the Non-Project Water conveyed under this Contract by
252 deleting the costs associated with the activity being performed by the San Luis & Delta-Mendota
253 Water Authority or its successor.

254 (d) In the event the United States reassumes O&M of any portion of the
255 Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify
256 the Contractor, in writing, and shall revise the Rates on Exhibit B to include the costs associated
257 with the O&M activities reassumed by the United States. The Contractor shall, thereafter, in the
258 absence of written notification from the Contracting Officer to the contrary, pay the Rates,
259 specified in the revised Exhibit B directly to the United States in compliance with Article 6 of
260 this Contract.

261 PAYMENTS AND ADJUSTMENTS

262 6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof
263 pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance
264 payment to the United States equal to the total amount payable pursuant to the applicable Rates
265 shown on Exhibit B for each acre-foot of Non-Project Water to be introduced into the Project
266 Facilities. Non-Project Water shall not be introduced into Project Facilities by the Contractor
267 prior to such payment being received by the United States.

268 (b) In the event the quantity of water delivered to the Contractor exceeds the
269 quantity of Non-Project Water authorized pursuant to subdivision (a) of Article 3 of this
270 Contract, that additional amount of water shall be deemed Project water delivered to the
271 Contractor, and an equivalent quantity of water shall be deducted from the Contractor’s Project
272 water supply available thereafter under that certain “Contract Between the United States and
273 Panoche Water District Providing for Project Water Service San Luis Unit and Delta
274 Division and Facilities Repayment,” as amended, designated Contract No. 14-06-200-7864A-
275 IR1-P, with an effective date of July 1, 2021, and payment shall be made at the applicable rate
276 identified on Exhibit B to said contract. The provisions of this subdivision are not exclusive and
277 shall not prohibit the United States from exercising any other remedy, including the early
278 termination of this Contract pursuant to Article 2 of this Contract.

279 (c) The amount of any overpayment by the Contractor by reason of the
280 quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to
281 this Contract, as conclusively determined by the Contracting Officer, having been less than the
282 quantity which the Contractor otherwise under the provisions of this Contract would have been
283 required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract
284 then due and owing to the United States by the Contractor. Any amount of such overpayment
285 then remaining shall be refunded to the Contractor: Provided, however, That no refund shall be
286 made by the United States to the Contractor for any quantity of Non-Project Water deemed to be
287 unused water donated to the United States for Project purposes pursuant to subdivision (e) of
288 Article 3 of this Contract.

289 (d) All payments made by the Contractor pursuant to subdivision (a) of this
290 Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of
291 February 21, 1911 (36 Stat. 925).

292 (e) The payment of the Rates set forth in this Article 6 for the use of Excess
293 Capacity are exclusive of O&M costs to be paid directly to the Operating Non-Federal Entity by
294 the Contractor, and any additional charges that the Contractor may assess its water users. In
295 accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on
296 its water users any charge for the use of Excess Capacity that exceeds the total amount paid to
297 the United States and to the Operating Non-Federal Entity: Provided, That the Contractor may
298 also charge its water users such additional amounts as are necessary to cover the Contractor's
299 reasonable administrative costs in contracting with the United States for the use of Excess
300 Capacity in the Project Facilities.

301 MEDIUM FOR TRANSMITTING PAYMENTS

302 7. (a) All payments from the Contractor to the United States under this Contract
303 shall be by the medium requested by the United States on or before the date payment is due. The
304 required method of payment may include checks, wire transfers, or other types of payment
305 specified by the United States.

306 (b) Upon execution of the Contract, the Contractor shall furnish the
307 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
308 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
309 out of the Contractor's relationship with the United States.

310 EXCESS CAPACITY

311 8. (a) The availability of Excess Capacity shall be determined solely by the
312 Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States
313 from utilizing available capacity in the Project Facilities for the storage and conveyance of
314 Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for
315 using Excess Capacity in the Project Facilities for the storage and conveyance of any other
316 supplies of Non-Project Water.

317 (b) The Contracting Officer and the Operating Non-Federal Entity shall not be
318 obligated to convey Non-Project Water during periods of maintenance or for other operating
319 requirements.

320 (c) If at any time the Contracting Officer determines that there will not be
321 Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be
322 introduced into, conveyed, and delivered in accordance with an approved schedule submitted by
323 the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours
324 of said notice, the Contractor shall revise its schedule accordingly.

325 (d) No provision of this Contract shall be construed in any way as a basis for
326 the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the
327 Project Facilities nor to set a precedent to obligate the United States to enter into contracts with
328 any other entities or individuals for the conveyance or storage of Non-Project Water.

329 ACREAGE LIMITATION PROVISIONS

330 9. (a) The Non-Project Water introduced, stored and/or conveyed, and delivered
331 pursuant to this Contract cannot be furnished to irrigate more than 160 acres of Eligible Lands
332 owned directly or indirectly by any one person unless that person has become subject to the

333 discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible
334 Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost
335 205(a)(3) on Exhibit B.

336 (b) The Non-Project Water conveyed pursuant to this Contract can be
337 furnished to Ineligible Lands only if the Contractor pays the Incremental Fee specified on
338 Exhibit B.

339 RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER SALE, TRANSFER, OR
340 EXCHANGE OF NON-PROJECT WATER

341 10. (a) The parties hereto acknowledge that this Contract does not grant any
342 permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the
343 source(s) described on Exhibit C or to change the nature or place of use of its rights to said Non-
344 Project Water in any way. It is the responsibility of the Contractor to comply with all applicable
345 Federal, State, and local laws, rules and regulations, including, but not limited to, State water law
346 in relation to the Non-Project Water. It is expressly understood by the parties that the United
347 States is only providing conveyance capacity for the Non-Project Water and does not claim any
348 interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth
349 in this Contract.

350 (b) The Contracting Officer makes no representations as to the accuracy of the
351 description or of the validity of the Contractor's rights to the Non-Project Water described in
352 Exhibit C.

353 (c) No sale, transfer, or exchange of Non-Project Water conveyed under this
354 Contract may take place without the prior written approval of the Contracting Officer.

355 WATER CONSERVATION

356 11. (a) Prior to the delivery of water provided from or conveyed through federally
357 constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop
358 a water conservation plan consistent with the plans required by subsection 210(b) of the
359 Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and
360 Regulations).

361 (b) The parties hereto acknowledge and agree that pursuant to Contract No.
362 14-06-200-7864A-IR1-P, “Contract Between the United States and Panoche Water District
363 Providing for Project Water Service San Luis Unit and Delta Division and Facilities
364 Repayment,” as amended, with an effective date of July 1, 2021, the Contractor has
365 implemented an effective water conservation plan that has been approved by the Contracting
366 Officer. Said water conservation plan shall be deemed to meet the requirements of subdivision
367 (a) of this Article 11: Provided, That the Contractor, prior to execution of this Contract,
368 documents to the satisfaction of the Contracting Officer that the quantity of Non-Project Water to
369 be conveyed pursuant to this Contract has been included in its approved water conservation plan
370 and that all Non-Project Water conveyed pursuant to this Contract shall be subject to the same
371 water conservation requirements as the Project Water under Contract No. 14-06-200-7864A-IR1-
372 P.

373 UNITED STATES NOT LIABLE

374 12. (a) The United States, its officers, agents and employees, including the
375 Operating Non-Federal Entity, shall not be responsible for the control, care, or distribution of the
376 Non-Project Water before it is introduced into or after it is delivered from the Project Facilities.
377 It is specifically understood by the parties hereto that the United States is only providing
378 conveyance capacity for the Non-Project Water and does not claim any interest in the Non-
379 Project Water beyond the terms specifically set forth in this Contract.

380 (b) The Contractor shall indemnify and hold harmless the United States, its
381 officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage
382 and from any liability on account of personal injury, death, or property damage, or claims for
383 personal injury, death, or property damage, of any nature whatsoever arising out of any actions

384 or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under
385 this Contract, including the manner or method in which the Non-Project Water identified on
386 Exhibit C is introduced into and delivered from the Project Facilities. The Contractor further
387 releases the United States, its officers, agents and employees, and the Operating Non-Federal
388 Entity, from every claim for injury to persons, death, or property damage, direct or indirect,
389 resulting from the Contracting Officer's determination of the quantity of Excess Capacity
390 available in the Project Facilities for conveyance of the Contractor's Non-Project Water, the
391 determination that the Non-Project Water introduced into Project Facilities must be terminated,
392 and the elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in
393 this Article shall be construed as an assumption of liability by the Contractor with respect to such
394 matters.

395 RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

396 13. (a) The parties agree that the delivery of water or the use of Federal facilities
397 pursuant to this contract is subject to Federal reclamation law, as amended and supplemented,
398 and the rules and regulations promulgated by the Secretary of the Interior under Federal
399 reclamation law.

400 (b) The Contracting Officer shall have the right to make determinations
401 necessary to administer this Contract that are consistent with the provisions of this Contract, the
402 laws of the United States and the State of California, and the rules and regulations promulgated
403 by the Secretary. Such determinations shall be made in consultation with the Contractor to the
404 extent reasonably practicable.

405 (c) Where the terms of this Contract provide for actions to be based upon the
406 opinion or determination of either party to this Contract, said terms shall not be construed as
407 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
408 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
409 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
410 or unreasonable opinion or determination. Each opinion or determination by either party shall be

411 provided in a timely manner. Nothing in subdivision (c) of this Article 13 is intended to or shall
412 affect or alter the standard of judicial review applicable under Federal law to any opinion or
413 determination implementing a specific provision of Federal law embodied in statute or
414 regulation.

415 PROTECTION OF WATER AND AIR QUALITY

416 14. (a) Project Facilities used to make available and deliver Non-Project Water to
417 the Contractor shall be operated and maintained in the most practical manner to maintain the
418 quality of the Non-Project Water at the highest level possible as determined by the Contracting
419 Officer: Provided, That the United States does not warrant the quality of the Non-Project Water
420 delivered to the Contractor and is under no obligation to furnish or construct water treatment
421 facilities to maintain or improve the quality of the Non-Project Water delivered to the
422 Contractor.

423 (b) The Contractor shall comply with all applicable water and air pollution
424 laws and regulations of the United States and the State of California; and shall obtain all required
425 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
426 delivery of Non-Project Water by the Contractor; and shall be responsible for compliance with
427 all Federal, State, and local water quality standards applicable to surface and subsurface drainage
428 and/or discharges generated through the use of Project Facilities or Contractor facilities or Non-
429 Project Water provided by the Contractor within the Contractor's Boundaries.

430 (c) This Article 14 shall not affect or alter any legal obligations of the
431 Secretary to provide drainage or other discharge services.

432 (d) The Non-Project Water introduced into the Project Facilities shall be of
433 such quality, as determined solely by the Contracting Officer, as to not significantly degrade the
434 quality of the Project Water. If it is determined by the Contracting Officer that the quality of the
435 Non-Project Water from any source(s) identified in Exhibit C will significantly degrade the
436 quality of Project Water in or introduced into the Project Facilities, the Contractor shall, upon
437 receipt of a written notice from the Contracting Officer, arrange for the immediate termination of
438 the introduction of Non-Project Water from such sources(s) into the Project Facilities, and
439 Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

440 (e) At all times during the term of this Contract, the Contractor shall be in
441 compliance with the requirements of the then-current Quality Assurance Project Plan (Plan)
442 prepared by the Contracting Officer to monitor Non-Project Water introduced into and conveyed
443 through the Project Facilities. The Plan describes the sample collection procedures, water testing
444 methods, and data review process, including quality control/quality assurance protocols, to verify
445 analytical results. The Contractor is responsible for sampling and analytical costs associated
446 with evaluating the quality of the Non-Project Water. Non-Project Water introduced into Project
447 Facilities for purposes of water quality testing is considered Project Water.

448 (f) The Contracting Officer reserves the right to require additional analyses to
449 ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance
450 criteria.

451 CHARGES FOR DELINQUENT PAYMENTS

452 15. (a) The Contractor shall be subject to interest, administrative, and penalty
453 charges on delinquent payments. If a payment is not received by the due date, the Contractor
454 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
455 beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest
456 charge, the Contractor shall pay an administrative charge to cover additional costs of billing and
457 processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to
458 the interest and administrative charges, the Contractor shall pay a penalty charge for each day the
459 payment is delinquent beyond the due date, based on the remaining balance of the payment due
460 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt
461 collection services associated with a delinquent payment.

462 (b) The interest charge rate shall be the greater of either the rate prescribed
463 quarterly in the Federal Register by the Department of the Treasury for application to overdue
464 payments or the interest rate of 0.5 percent per month. The interest charge rate will be
465 determined as of the due date and remain fixed for the duration of the delinquent period.

466 (c) When a partial payment on a delinquent account is received, the amount
467 received shall be applied first to the penalty charges, second to the administrative charges, third
468 to the accrued interest, and finally to the overdue payment.

469

EQUAL EMPLOYMENT OPPORTUNITY

470 The following language is required by Executive Order No. 11246 of September 24,
471 1965, in all government contracts unless and until it is superseded or amended.

472 16. During the performance of this Contract, the Contractor agrees as follows:

473 (a) The Contractor will not discriminate against any employee or applicant for
474 employment because of race, color, religion, sex, disability, or national origin. The Contractor
475 will take affirmative action to ensure that applicants are employed, and that employees are
476 treated during employment, without regard to their race, color, religion, sex, disability, or
477 national origin. Such action shall include, but not be limited to the following: employment,
478 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;
479 rates of pay or other forms of compensation; and selection for training, including apprenticeship.
480 The Contractor agrees to post in conspicuous places, available to employees and applicants for
481 employment, notices to be provided by the Contracting Officer setting forth the provisions of this
482 nondiscrimination clause.

483 (b) The Contractor will, in all solicitations or advertisements for employees
484 placed by or on behalf of the Contractor, state that all qualified applicants will receive
485 consideration for employment without regard to race, color, religion, sex, disability, or national
486 origin.

487 (c) The contractor will not discharge or in any other manner discriminate
488 against any employee or applicant for employment because such employee or applicant has
489 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
490 employee or applicant. This provision shall not apply to instances in which an employee who has
491 access to the compensation information of other employees or applicants as a part of such
492 employee's essential job functions discloses the compensation of such other employees or
493 applicants to individuals who do not otherwise have access to such information, unless such
494 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
495 proceeding, hearing, or action, including an investigation conducted by the employer, or is
496 consistent with the contractor's legal duty to furnish information.

497 (d) The Contractor will send to each labor union or representative of workers
498 with which it has a collective bargaining agreement or other contract or understanding, a notice,
499 to be provided by the Contracting Officer, advising the labor union or workers' representative of
500 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,
501 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to
502 employees and applicants for employment.

503 (e) The Contractor will comply with all provisions of EO 11246, and of the
504 rules, regulations, and relevant orders of the Secretary of Labor.

505 (f) The Contractor will furnish all information and reports required by EO
506 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,
507 and will permit access to his books, records, and accounts by the Contracting Agency and the

508 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
509 regulations, and orders.

510 (g) In the event of the Contractor's noncompliance with the nondiscrimination
511 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
512 canceled, terminated or suspended in whole or in part and the Contractor may be declared
513 ineligible for further Government contracts in accordance with procedures authorized in EO
514 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246
515 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

516 (h) The Contractor will include the provisions of paragraphs (a) through (h) in
517 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
518 Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be
519 binding upon each subcontractor or vendor. The Contractor will take such action with respect to
520 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of
521 enforcing such provisions, including sanctions for noncompliance: Provided, however, That in
522 the event the Contractor becomes involved in, or is threatened with, litigation with a
523 subcontractor or vendor as a result of such direction, the Contractor may request the United
524 States to enter into such litigation to protect the interests of the United States.

525 CERTIFICATION OF NONSEGREGATED FACILITIES

526 17. The Contractor hereby certifies that it does not maintain or provide for its
527 employees any segregated facilities at any of its establishments and that it does not permit its
528 employees to perform their services at any location under its control where segregated facilities
529 are maintained. It certifies further that it will not maintain or provide for its employees any
530 segregated facilities at any of its establishments and that it will not permit its employees to
531 perform their services at any location under its control where segregated facilities are
532 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
533 Employment Opportunity clause in this Contract. As used in this certification, the term
534 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
535 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
536 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
537 facilities provided for employees which are segregated by explicit directive or are in fact
538 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
539 disability, or otherwise. The Contractor further agrees that (except where it has obtained
540 identical certifications from proposed subcontractors for specific time periods) it will obtain
541 identical certifications from proposed subcontractors prior to the award of subcontracts
542 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
543 Opportunity clause; that it will retain such certifications in its files; and that it will forward the
544 following notice to such proposed subcontractors (except where the proposed subcontractors
545 have submitted identical certifications for specific time periods):

546 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
547 CERTIFICATIONS OF NONSEGREGATED FACILITIES

548 A Certification of Nonsegregated Facilities must be submitted prior to the award
549 of a subcontract exceeding \$10,000 which is not exempt from the provisions of
550 the Equal Employment Opportunity clause. The certification may be submitted
551 either for each subcontract or for all subcontracts during a period (i.e., quarterly,
552 semiannually, or annually). Note: The penalty for making false statements in
553 offers is prescribed in 18 U.S.C. 1001.

554 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

555 18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
556 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
557 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
558 Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub.
559 L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
560 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
561 Interior and/or Bureau of Reclamation.

562 (b) These statutes prohibit any person in the United States from being
563 excluded from participation in, being denied the benefits of, or being otherwise subjected to
564 discrimination under any program or activity receiving financial assistance from the Bureau of
565 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
566 contract, the Contractor agrees to immediately take any measures necessary to implement this
567 obligation, including permitting officials of the United States to inspect premises, programs, and
568 documents.

569 (c) The Contractor makes this agreement in consideration of and for the
570 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
571 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
572 Reclamation, including installment payments after such date on account of arrangements for
573 Federal financial assistance which were approved before such date. The Contractor recognizes
574 and agrees that such Federal assistance will be extended in reliance on the representations and
575 agreements made in this Article and that the United States reserves the right to seek judicial
576 enforcement thereof.

577 (d) Complaints of discrimination against the Contractor shall be investigated
578 by the Contracting Officer's Office of Civil Rights.

579 COMPLIANCE WITH FEDERAL RECLAMATION LAWS

580 19. The parties agree that the delivery of irrigation water or use of Federal facilities
581 pursuant to this contract is subject to Federal reclamation law, including but not limited to the
582 Reclamation Reform Act of 1982 (43 U.S.C. 390aa, et seq.), as amended and supplemented, and
583 the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation
584 law.

585 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

586 20. (a) The obligation of the Contractor to pay the United States as provided in
587 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
588 obligation may be distributed among the Contractor's water users and notwithstanding the
589 default of individual water users in their obligation to the Contractor.

590 (b) The payment of charges becoming due pursuant to this Contract is a
591 condition precedent to receiving benefits under this Contract. The United States shall not make
592 Non-Project Water available to the Contractor through Project Facilities during any period in
593 which the Contractor is in arrears in the advance payment of Rates and charges due the United
594 States. The Contractor shall not deliver Non-Project Water under the terms and conditions of
595 this Contract for lands or parties that are in arrears in the advance payment of rates and charges
596 as levied or established by the Contractor.

597 BOOKS, RECORDS, AND REPORTS

598 21. (a) The Contractor shall establish and maintain accounts and other books and
599 records pertaining to administration of the terms and conditions of this contract, including the
600 Contractor's financial transactions; water supply data; Project operation, maintenance, and
601 replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop
602 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
603 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
604 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
605 and regulations, each party to this contract shall have the right during office hours to examine
606 and make copies of the other party's books and records relating to matters covered by this
607 contract.

608 (b) Nothing in this Article 20 shall be construed to limit or constrain the
609 ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in
610 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised
611 November 20, 2014, as may be further revised, amended, modified, or superseded.

612 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

613 22. The expenditure or advance of any money or the performance of any obligation of
614 the United States under this contract shall be contingent upon appropriation or allotment of
615 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
616 obligations under this contract. No liability shall accrue to the United States in case funds are
617 not appropriated or allotted.

618 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

619 23. The provisions of this Contract shall apply to and bind the successors and assigns
620 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
621 by either party shall be valid until approved in writing by the other party.

622 OFFICIALS NOT TO BENEFIT

623 24. No Member of or Delegate to the Congress, Resident Commissioner, or official of
624 the Contractor shall benefit from this Contract other than as a water user or landowner in the
625 same manner as other water users or landowners.

626 CHANGES IN CONTRACTOR’S ORGANIZATION

627 25. While this Contract is in effect, no change may be made in the Contractor’s
628 organization, by inclusion or exclusion of lands or by any other changes which may affect the
629 respective rights, obligations, privileges, and duties of either the United States or the Contractor
630 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
631 upon the Contracting Officer’s written consent.

632 CONFIRMATION OF CONTRACT

633 26. Promptly after the execution of this contract, the Contractor will provide to the
634 Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the
635 State of California, confirming the proceedings on the part of the Contractor for the authorization
636 of the execution of this contract. This contract will not be binding on the United States until the
637 Contractor secures a final decree.

638 NOTICES

639 27. Any notice, demand, or request authorized or required by this Contract shall be
640 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
641 delivered to Bureau of Reclamation, South-Central California Area Office, 1243 N Street,
642 Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or
643 delivered to Panoche Water District, 52027 West Althea Avenue, Firebaugh, CA 93622. The
644 designation of the addressee or the address may be changed by notice given in the same manner
645 as provided in this Article for other notices.

646 INCORPORATION OF EXHIBITS

647 28. Exhibits A through D are attached hereto and incorporated herein by reference.

648 CONTRACT DRAFTING CONSIDERATIONS

649 29. This Contract has been negotiated and reviewed by the parties hereto, each of
650 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles
651 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party

652 shall be considered to have drafted the stated articles. Single-spaced articles are standard articles
653 pursuant to Reclamation policy.

654 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
655 the day and year first above written.

656 UNITED STATES OF AMERICA

657 By: _____
658 Area Manager
659 South-Central California Area Office
660 California-Great Basin Region
661 Bureau of Reclamation

662 PANOCHÉ WATER DISTRICT
663 (SEAL)

664 By: _____
665 President of the Board of Directors
666 Attest:

667 By: _____
668 Secretary of the Board of Directors

Temporary Warren Act Contract – Year 2023
Irrigation and M&I
Contract No. 23-WC-20-6069

EXHIBIT A

CONTRACTOR'S BOUNDARY MAP

This is a placeholder page. The Contractor's Boundary Map is to be designated as Exhibit A and appended to the contract.

Temporary Warren Act Contract – Year 2023
 Irrigation and M&I
 Contract No. 23-WC-20-6069

EXHIBIT B
PANOCHÉ WATER DISTRICT
YEAR 2023
STORAGE AND CONVEYANCE RATES
(Per Acre-Foot)

Cost Component	Irrigation¹ Cost of Service	RRA² Full Cost 202(3)	RRA³ Full Cost 205(a)(3)	Incremental⁴ Fee	M&I⁵ Cost of Service
Water Marketing					
Conveyance O&M*					
Conveyance O&M Sub-Total:					
Other Costs					
Conveyance Construction					
Sub-Total Conveyance:					
Water Marketing and Conveyance Total:					
Conveyance Pumping Construction Sub-Total:					
Storage O&M					
Storage Construction					
Storage Sub-Total:					
Total Marketing, Conveyance and Storage:					

*Conveyance operation and maintenance costs were removed for ratesetting purposes and are billed directly by the Operating Non-Federal Entity.

NOTE: If the Non-Project Water is being conveyed through the Contractor’s 9(d) distribution system, a separate rate will be developed for that system.

Additional details of rate components are available on the internet at <http://www.usbr.gov/mp/cvpwaterrates/ratebooks/>

¹ The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation Water at other than a Full-Cost Rate.

² The RRA Section 202(3) Full Cost Rate is applicable to a Qualified Recipient or to a Limited Recipient (as those terms are defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981.

³ The RRA Section 205(a)(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) that did not receive Irrigation Water on or before October 1, 1981, and those prior law landholders leasing land in excess of their entitlement.

⁴ The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15.)

⁵ The M&I Cost of Service Rate is applicable to Non-Project Water conveyed and diverted for municipal and industrial purposes. See definition of “Municipal and Industrial Water” in subdivision (j) of Article 1 of this Contract.

Temporary Warren Act Contract – Year 2023
Irrigation and M&I
Contract No. 23-WC-20-6069

EXHIBIT C

SOURCE(S) OF CONTRACTOR’S NON-PROJECT WATER PANOCHÉ WATER DISTRICT

The source of the Contractor’s Non-Project Water Supply is groundwater from wells located on the Delta-Mendota Canal (DMC) and San Luis Canal (SLC), as described herein below:

Points of Introduction: For the period March 1, 2023 through February 29, 2024, based upon the availability of Excess Capacity in the DMC the Contractor is authorized to pump into the DMC up to 10,000 acre-feet of Groundwater (Non-Project Water) at the following points of introduction:

MP-80.03L, MP-80.03R, MP-99.24L, MP-100.70L

Points of Delivery: In accordance with an approved schedule, Reclamation will convey the Contractor’s Non-Project Water in the DMC and SLC for direct delivery to the Contractor and/or to Project Facilities for Storage and future delivery via an exchange of an equivalent amount of Project Water in the DMC at the following Milepost(s):

DMC: MP-93.25R, MP-26.70R

SLC: MP-92.16L, MP-96.15L, MP-97.51L, MP-100.48L, MP-102.64L

Temporary Warren Act Contract – Year 2023
Irrigation and M&I
Contract No. 23-WC-20-6069

EXHIBIT D

WATER QUALITY STANDARDS

This is a placeholder page. The water quality monitoring requirements applicable to the specific Project facilities to be used to convey the Non-Project Water are to be identified as Exhibit D and appended to the Contract.

BACK

PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 12
SELECTION OF DISTRICT OFFICERS

DATE: DECEMBER 13, 2022

CC: JUAN CADENA, WATER RESOURCES MANAGER

Recommendation: The Board authorize execution of the San Luis & Delta-Mendota Water Authority (SLDMWA) Sustainable Groundwater Management Act (SGMA) Implementation Grant Special Project Agreement.

Background: The District is a participant in a number of SGMA activities relating to the sustainable management of the Delta-Mendota Subbasin. Much of the work is performed by the SLDMWA and/or other participants. Participants in the Delta-Mendota Subbasin were awarded a SGMA Implementation Grant by the Department of Water Resources. The grant is being administered by the Del Puerto Water District. The purpose of the proposed agreement is to allocate and recover grant administration costs proportionate to the grant award for each participant. The District is not receiving funds from this grant, so its allocated administrative costs are nominal.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**DELTA-MENDOTA SUBBASIN****SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)****IMPLEMENTATION GRANT****SPECIAL PROJECT AGREEMENT**

THIS SPECIAL PROJECT AGREEMENT (this “Special Project Agreement”) is entered into this 10th day of October, 2022 (the “Effective Date”), by and among (i) the San Luis & Delta-Mendota Water Authority (the “Authority”), and (ii) Del Puerto Water District, a California water district (“DPWD”); Aliso Water District, a California water district (“AWD”); Central California Irrigation District, a California irrigation district (“CCID”); Farmers Water District, a California water District; Fresno County, a California local government; Grassland Water District, a California water district (“GWD”); San Joaquin River Exchange Contractors Water Authority, a California joint powers authority (“SJRECWA”); San Luis Water District, a California water district (“SLWD”); West Stanislaus Irrigation District, a California irrigation district (“WSID”); Patterson Irrigation District, a California irrigation district; Oak Flat Water District, a California water district; City of Patterson, a California local government; Merced County, a California local government; Stanislaus County, a California local government; Panoche Water District, a California water district; Tranquillity Irrigation District, a California irrigation district; Fresno Slough Water District, a California Water District; Eagle Field Water District, a California water district; Pacheco Water District, a California water district; Santa Nella County Water District, a County water district; Mercy Springs Water District, a California water district; Widren Water District, a California water district; Ora Loma Water District, a California water district (collectively, the “Special Project Participants”). The Authority and the Special Project Participants may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Special Project Participants, through their participation in their respective Groundwater Sustainability Agencies (“GSAs”) have entered into that certain Delta-Mendota Subbasin Coordination Agreement (the “Coordination Agreement”); and

WHEREAS, the GSAs have adopted multiple Groundwater Sustainability Plans (“GSPs”) within the Delta-Mendota Subbasin, and the purpose of the Coordination Agreement is to ensure that such GSPs are developed and implemented utilizing the same methodologies and assumptions, and that the elements of the GSPs are appropriately coordinated to support sustainable management for compliance with the Sustainable Groundwater Management Act (“SGMA”); and

WHEREAS, a purpose of the Coordination Agreement is to provide the contractual basis for its signatories to utilize the resources of the Authority to allow for coordinated access to administrative resources, technical resources, and other services, and to provide mechanisms for sharing the benefits and expenses of obtaining such resources; and

WHEREAS, the Coordination Agreement further defines the role of the Authority and describes the services and designated functions to be performed by the Authority, contingent upon the execution and performance of a separate cost sharing agreement among the participating parties; and

WHEREAS, the Authority and two of the Special Project Participants, DPWD and WSID, are also parties to that Northern Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (“Northern DM SGMA Activity Agreement”)

WHEREAS, the Authority and one of the Special Project Participants, SLWD, are also parties to that certain Central Delta-Mendota Region Sustainable Groundwater Management Act Services Activity Agreement (the “Central DM SGMA Activity Agreement”);

WHEREAS, pursuant to the Northern DM SGMA Activity Agreement and the Central DM SGMA Activity Agreement, the Authority and Activity Agreement participants may enter into a Special Project Agreements to carry out special projects that are not carried out by the rest of the Activity Agreement Participants;

WHEREAS, the Special Project Participants were awarded funding under the SGMA Implementation Grant (the “Grant”) and Del Puerto Water District is entering into Grant Agreement Number 4600014644 on behalf of the Parties with the Department of Water Resources (“DWR”) for this Grant funding; and

WHEREAS, the Special Project Participants each desire to enter into this Special Project Agreement with the Authority for the purposes of sharing Grant administration expenses, consistent with the Coordination Agreement and as appropriate, the Northern DM SGMA Activity Agreement and Central DM SGMA Activity Agreement, and pursuant to the terms described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Coordination Agreement, the Parties hereto agree as follow s:

1. **Title.** The title of this special project is “Delta-Mendota Subbasin Planning and Projects SGMA Implementation Grant.”
2. **Funding Source.** The Authority shall provide accounting and billing services to collect from the Special Project Participants in accordance with this Special Project Agreement, the terms of the Coordination Agreement, and as appropriate, the Northern DM SGMA Activity Agreement and Central DM SGMA Activity Agreement.
3. **Funding Shares.** Costs for grant administration services provided by Woodard & Curran will be shared by Special Project Participants based on shares proportional to the grant award for each Party. The total funding amount for Woodard & Curran’s grant administration services for Fiscal Year 2023 for the Grant is \$64,293.00. Additional funding will be required for future Fiscal Years. Additional support and coordination will be provided by Baker, Manock & Jensen, and Authority staff with such costs to be split proportionally by all Special Project Participants.
4. **Description.** Woodard & Curran will coordinate necessary Grant reporting and invoicing processes consistent with requirements outlined in the Grant Agreement. Authority staff will provide additional support and coordination with DWR as needed.
5. **CEQA Compliance.** Compliance with the California Environmental Quality Act (“CEQA”) for the Special Project identified in the Grant Agreement is outlined in the Grant

Agreement, including, but not limited to, the ability to apply for CEQA suspension as described in the Governor’s Executive Order N-7-22, Action 13, or is not required, because it will not result in a direct or indirect physical change in the environment and is therefore not a “project” as defined under Public Resources Code section 21065 and CEQA Guidelines section 15378.

6. **Participation.** The Authority will assist the Special Project Participants by soliciting and accepting a proposal from Woodard & Curran. The Authority has previously entered into a master service’s agreement with Woodard & Curran. The Authority will provide all administrative services to the Special Project Participants in accordance with the Coordination Agreement. The Special Project Participants shall cooperate with each other to achieve the purposes of this Special Project Agreement.

7. **Special Project Expense Share.** The Special Project Participants shall pay, in shares proportional to the grant award for each Funding Area, all of the expenses and costs of activities performed under this Special Project Agreement. Furthermore, any individual Special Project Participant requesting an amendment to this Special Project Agreement or other sub-contractor agreement, shall bear the sole cost and expense of preparing and finalizing such amendment. The Special Project Participants agree that all expenses and costs incurred by the Authority under this Special Project Agreement are the expenses and costs of the Special Project Participants only, and not of the Authority or of any other party not participating in this Special Project.

8. **Participation Obligations.** The Special Project Participants shall hold the Authority, and all Authority members and other third-parties that are not participating in this Special Project Agreement, free and harmless from liability and shall indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from performance of this Special Project Agreement.

9. **Term and Termination.** This Special Project Agreement shall remain in effect once executed and for the duration of performance of special project services. This Special Project Agreement shall terminate at the conclusion of implementation of the special project services pursuant to the Grant.

10. **Information Access.** The Special Project Participants shall have reasonable access to all compiled monitoring data, draft documents, reports, records and other such information that is developed and submitted to the Authority.

11. **Interpretation of Documents.** As to matters addressed by this Special Project Agreement, in the event of any conflict or inconsistency between the terms of the Special Project Agreement and Coordination Agreement, or the terms of the Special Project Agreement and the Northern DM SGMA Activity Agreement or the Central DM SGMA Activity Agreement, this Special Project Agreement shall govern. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them by the Coordination Agreement.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

SPECIAL PROJECT PARTICIPANTS

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

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Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
MARCH 1, 2023 - FEBRUARY 28, 2024
SGMA ACTIVITIES - COORDINATED COST-SHARE AGREEMENT
COORDINATED (FUND 63)**

FY23 Projections & FY24 Budget Draft Draft 2 - Revised 1/4/23 WRC 1/9/23	FY23 Budget 3/1/22 - 2/28/23	FY23 Projected Actual @ 2/28/23	FY24 Budget 3/1/23 - 2/28/24	
EXPENDITURES				
Legal:				
Baker Manock & Jensen	\$ 10,000	\$ 64,000	\$ 30,960	
Other Professional Services:				
GSP Implementation Contracts				
Coordinated Annual Report Activities				
(Common Chapter, Water Level Contouring)	\$ 50,579	\$ 50,000	\$ 146,093	
DMS Hosting, Augmentation and Support	\$ 10,306	\$ 8,000	\$ 11,367	
GSP Approval - DWR Response to Comments	\$ 10,000	\$ 52,569	\$ -	
Staff Augmentation Support (EKI)	\$ 51,241	\$ 44,364	\$ 65,000	
DAC Outreach and Coordination	\$ -	\$ -	\$ 30,000	
SGMA Implementation Grant Round 1 SPA (A9)	\$ -	\$ -	\$ 75,560	1
SGMA Implementation Grant Round 2 SPA (A10)	\$ -	\$ -	\$ 75,560	2
Proposition 68 Grant Administration)				
Component 1 (Grant Administration)	\$ 39,150	\$ 42,508	\$ -	
Component 2 (Technical Assistance)	\$ 10,000	\$ -	\$ -	
Component 10 (Well Census and Inventory)	\$ 10,000	\$ -	\$ -	
Component 11 (Subsidence Characterization)	\$ 10,000	\$ -	\$ -	
Other:				
Executive Director	\$ 2,383	\$ 500	\$ 2,364	
General Counsel	\$ 4,210	\$ 1,000	\$ 4,082	
Water Policy Director	\$ 4,128	\$ 5,468	\$ 7,100	
Water Resources Program Manager	\$ 44,277	\$ 46,373	\$ 62,400	
Accounting	\$ 4,207	\$ 3,000	\$ 2,916	
License & Continuing Education	\$ 500	\$ -	\$ 500	
Los Banos Administrative Office (LBAO)	\$ 500	\$ -	\$ -	
Conferences & Training	\$ 2,500	\$ 1,000	\$ 1,000	
Travel/Mileage	\$ 7,500	\$ 500	\$ 2,500	
Group Meetings	\$ 1,000	\$ 386	\$ 1,000	
Telephone	\$ 2,500	\$ 104	\$ 500	
Software	\$ 2,500	\$ -	\$ 780	
Equipment and Tools	\$ 5,350	\$ -	\$ 5,650	
Total Expenditures	\$ 282,831	\$ 319,772	\$ 525,332	
REVENUES				
Fund Balance	\$ (15,248)	\$ (210,431)	\$ (200,021)	
Grant Revenues		* \$ 62,099	\$ -	
Membership Dues	\$ 298,079	\$ 268,083	\$ 725,353	
Total Revenues	\$ 282,831	\$ 119,751	\$ 525,332	
FUND BALANCE:				
End of FY 22 (Budget Estimated)	\$ (15,248)			
End of FY 22 (Unaudited)		\$ (210,431)		
End of FY 23 (Budget Estimated)	\$ -			
End of FY 23 (Estimated)			\$ (200,021)	
End of FY 24 (Estimated)			\$ -	
		Available/(Required)	\$ (200,021)	

PRIOR YEAR:		FY21		FY22		FY23		FY24
BUDGET	\$	-	\$	260,696	\$	282,831	\$	525,332
MEMBERSHIP DUES	\$	-	\$	260,696	\$	298,079	\$	725,353

* Projected grant revenue equals projected grant costs

FY24 Budget ASSUMPTIONS:

- 1 - Coordination committee to determine allocation.
- 2 - Grant reimbursed, not allocated to participants; collected after award to participants

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
MARCH 1, 2022 - FEBRUARY 28, 2023
SGMA ACTIVITIES - COORDINATED COST-SHARE AGREEMENT

FY23 Projections & FY24 Budget Draft
 Draft 2 - Revised 1/4/23 WRC 1/9/23

	Central DM Multi Agency GSA			SGMA Coord	Legal, Other Prof., Other	SGMA Rd 1 (Grant Admin)	SGMA Rd 2 (Grant Admin)
	Total Acres	Acres	%			1	2
DIVISION 1				\$ 725,353	\$ 574,233	\$ 75,560	\$ 75,560
1. Banta-Carbona ID			0.000%	\$ -	\$ -		
2. City of Tracy			0.000%	\$ -	\$ -		
3. Del Puerto Water District (DPWD 52,570 ac + Oak Flat 4,503 ac)	57,073	0	1.667%	\$ 12,384	\$ 9,571	\$ 2,813	
3A. Del Puerto (92% of DPWD GSA Cost)			0.000%	\$ 11,393	\$ 8,805	\$ 2,588	
3B. Oak Flat (8% of DPWD GSA Cost)			0.000%	\$ 991	\$ 766	\$ 225	
4. Patterson Irrigation District (PID 13,067 ac + Twin Oaks 2,629 ac)	15,696	0	1.667%	\$ 9,676	\$ 9,570	\$ 106	
5. Byron Bethany Irrigation District			0.000%	\$ -	\$ -	\$ -	
6. West Stanislaus ID (WSID 21,299 ac + Grayson/Westley 246 ac)	21,545	0	1.667%	\$ 11,944	\$ 9,571	\$ 2,373	
Total Division 1	94,314	0	5.000%	\$ 34,004	\$ 28,712	\$ 5,292	\$ -
DIVISION 2							
1. Panoche Water District	38,317	38,317	0.694%	\$ 4,032	\$ 3,988	\$ 44	
2. San Luis Water District	55,316	55,316	0.694%	\$ 13,974	\$ 3,988	\$ 9,986	
3. Westlands Water District (1)			0.000%	\$ -	\$ -	\$ -	
4. Charleston Drainage District			0.000%	\$ -	\$ -	\$ -	
5. Panoche Drainage District			0.000%	\$ -	\$ -	\$ -	
6. Pleasant Valley			0.000%	\$ -	\$ -	\$ -	
Total Division 2	93,633	93,633	1.389%	\$ 18,006	\$ 7,975	\$ 10,030	\$ -
DIVISION 3							
1. Central California Irrigation District			0.000%	\$ -	\$ -	\$ -	
2. Firebaugh Canal Water District			0.000%	\$ -	\$ -	\$ -	
3. Grassland Water District			16.667%	\$ 111,057	\$ 95,705	\$ 15,352	
4. HMRD #2131			0.000%	\$ -	\$ -	\$ -	
5. Columbia Canal Company (Friend Member)			0.000%	\$ -	\$ -	\$ -	
6. Camp 13 Drainers			0.000%	\$ -	\$ -	\$ -	
Total Division 3	0	0	16.667%	\$ 111,057	\$ 95,705	\$ 15,352	\$ -
DIVISION 4							
1. San Benito County Water District			0.000%	\$ -	\$ -	\$ -	
2. Santa Clara Valley Water District (2)			0.000%	\$ -	\$ -	\$ -	
Total Division 4	0	0	0.000%	\$ -	\$ -	\$ -	\$ -
DIVISION 5							
1. Broadview Water District			0.000%	\$ -	\$ -	\$ -	
2. Eagle Field Water District	1,325	1,325	0.694%	\$ 4,032	\$ 3,987	\$ 44	
3. Fresno Slough WD	1,459	1,459	0.694%	\$ 4,032	\$ 3,987	\$ 45	
4. James Irrigation District			0.000%	\$ -	\$ -	\$ -	
5. Laguna Water District			0.000%	\$ -	\$ -	\$ -	
6. Mercy Springs Water District	3,840	3,840	0.694%	\$ 4,031	\$ 3,987	\$ 44	
7. Oro Loma Water District	1,258		0.694%	\$ 4,031	\$ 3,987	\$ 44	
8. Pacheco Water District	4,999	4,999	0.694%	\$ 4,032	\$ 3,987	\$ 44	
9. Reclamation District 1606			0.000%	\$ -	\$ -	\$ -	
10. Tranquillity ID	10,750	10,750	0.694%	\$ 4,032	\$ 3,987	\$ 44	
11. Turner Island Water District		0	0.000%	\$ -	\$ -	\$ -	
Total Division 5	23,631	22,373	3.472%	\$ 24,189	\$ 23,924	\$ 265	\$ -
OTHER							
1. San Joaquin River Exchange Contractors**			16.667%	\$ 111,009	\$ 95,706	\$ 15,303	
2. Northwestern Delta Mendota Subbasin GSA (Stan. Cty 56,766 ac + Merced Cnty 3,035 ac)	59,801	0	1.667%	\$ 9,677	\$ 9,571	\$ 106	
2a. Merced County (5% of Northwestern DM GSA Cost)				\$ 484	\$ 479	\$ 5	
2b. Stanislaus County (95% of Northwestern DM GSA Cost)				\$ 9,193	\$ 9,092	\$ 101	
3. City of Patterson GSA	6,140	0	1.667%	\$ 9,677	\$ 9,571	\$ 106	
4. Fresno County (Fresno County Management Area A/E)	29,728	29,728	17.361%	\$ 103,572	\$ 99,693	\$ 3,879	
5. Merced County (Central DM Portion)	14,176	14,176	0.694%	\$ 4,033	\$ 3,988	\$ 44	
6. Santa Nella County Water District	1,488	1,488	0.694%	\$ 4,032	\$ 3,988	\$ 44	
7. Aliso Water District			16.667%	\$ 108,990	\$ 95,706	\$ 13,284	
8. Farmers Water District			16.667%	\$ 107,517	\$ 95,706	\$ 11,811	
9. Widren GSA	877		0.694%	\$ 4,032	\$ 3,988	\$ 44	
Total Other	112,210	45,392	22.083%	\$ 462,537	\$ 417,916	\$ 44,621	\$ -
Total	323,788	161,398	48.61%	\$ 649,793	\$ 574,233	\$ 75,560	\$ -

**Note: San Joaquin River Exchange Contractors to allocate to GSP Region participants.

1,2 - Refer to Budget Assumptions 3-15

BACK

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into on January 1, 2023 (the "Effective Date"), by and between Panoche Drainage District, hereinafter referred to as the "Lessor", and Panoche Water District, hereinafter referred to as the "Lessee" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties enter this Agreement for the purpose of establishing a solar project in accordance with the Energy Savings Agreement between Panoche Water District and FFP BTM SOLAR, LLC, (the "Solar Project");

WHEREAS, the Parties expect that the solar panels to be constructed and installed on the Premises shall only encompass approximately 6 acres of land and not the entire 1,887.92 acres of the Premises; and

WHEREAS, all of the 1,887.92 acres of the Premises is necessary to aggregate account meters to permit net energy metering, to facilitate the solar generation project to be constructed, and other necessary and incidental uses related thereto ("Permitted Uses"). Lessee may not erect any facilities or use any property or equipment on the Premises that is not expressly permitted under the terms of this Agreement without first obtaining consent from Lessor, in consultation with the Grassland Basin Authority, which consent shall not be unreasonably withheld, delayed or conditioned.;

IT IS AGREED between the Parties as follows:

1. **Description of the Premises:** Lessor does hereby lease to Lessee and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, that certain tract of contiguous land containing approximately 1,887.92 acres located in Fresno and Merced Counties, State of California, as described in Exhibit A (the "Premises"). The placement of the solar panels shall be in accordance with the description in Exhibit A.
2. **Term:** The term of the Agreement shall commence on the Effective Date and shall continue for twenty-five (25) years (the "Term"), unless extended by mutual agreement of the Parties.
3. **Rent:** Lessee promises and agrees to pay as rental of all the Premises, the sum of Ten Dollars (\$10.00) per year. The entire amount is due and payable by Lessee directly to Lessor upon execution and thereafter on or before January 1st of each year during the Term.
4. **Default:** Should default be made in the payment of the rent when due, or in the keeping of any of the covenants or agreements herein stated to be kept and performed by the Lessee, then Lessor shall have all remedies permitted by California law resulting from any breach thereof. Any and all remedies herein or by law provided in the event of default on the part of Lessee shall be cumulative and not exclusive of any other remedies exercised by Lessor. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent term, covenant, or condition herein contained.
5. **Quiet Enjoyment:** The Lessor does hereby covenant and agree that the Lessee paying the rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term peaceably and quietly have, hold, and enjoy the Premises, without any manner of suit or hindrance of

or from the Lessor or any other person or persons under the control of the Lessor, for the Permitted Uses.

- 6. **No Third-Party Beneficiaries:** This Agreement is intended solely for the benefit of the Parties and nothing herein is intended by the Parties to confer upon any other person or entity any legal or equitable right, remedy, benefit, or obligation.
- 7. **Non-Interference With Existing Rights:** Nothing in this Agreement shall be construed to limit or infringe upon the rights of any other person or entity to the Premises.
- 8. **Others Bound:** It is further agreed that all the terms and provisions of the Agreement shall extend to and include the heirs, executors, administrators, and assigns of the respective Parties. Lessor shall provide this Agreement to any such heirs, executors, administrators, or assigns.
- 9. **Attorney's Fees:** Should it be necessary to file any suit or suits to enforce any provision or covenant of this Agreement, then the prevailing party shall, in addition to any other remedies or relief, be entitled to reasonable attorney's fees and costs, as fixed by the court.
- 10. **Entire Agreement:** This Agreement contains all the terms and conditions made between the Parties to this Agreement, and the same shall not be modified orally or in any other manner than by agreement in writing signed by all the Parties or their respective representatives or successors in interest.
- 11. **Warranty:** The undersigned each warrant that they have authority to bind their respective party to the terms of this Agreement.

BACK

IN WITNESS WHEREOF, the parties hereto agree to the terms above:

LESSOR

Signature: _____ **Date:** _____

Ara Azhderian
General Manager
Panoche Water District

LESSEE

Signature: _____ **Date:** _____

Ara Azhderian
General Manager
Panoche Water District

Groundwater Conveyance Policy

Board Adopted – April 14, 2020

Revised January 12, 2021

District's Objectives

The District's Central Valley Project contract supply is chronically deficient and supplemental surface water supplies can be prohibitively costly and unreliable. This Groundwater Conveyance Policy (Policy) seeks to address these challenges by balancing the benefits of producing groundwater and utilizing District facilities to convey that groundwater, with the need to ensure water quality is protected, and that the costs associated with the implementation of this Policy are appropriately allocated and recovered.

Scope

This Policy applies to all landowners or water users wishing to use the District's facilities to convey groundwater. All wells affected by this Policy are subject to the Sustainable Groundwater Management Act. Landowners or water users (Requester) wishing to use the District's facilities must request to do so beforehand and agree to abide by this Policy and applicable law. Prior to use of the District's facilities, a Requester and the District will meet to inspect the Requester's well and appurtenances, review the District's policy, and to schedule a water quality test and meter calibration. The District may require modification of a Requester's facilities to address metering, safety and/or maintenance concerns prior to testing for water quality.

If a Requester qualifies to use the District's facilities to convey groundwater, the Requester will be required to sign a Groundwater Conveyance License Agreement authorizing the terms and conditions for the District's control and regulation of the use of its and the Requester's facilities.

Policy

It is the Policy of the District to allow use of District facilities to convey groundwater developed by the District and Requesters for use within the District, provided:

- 1) WATER QUALITY: The District will sample water quality once at each well-head to determine pump-in eligibility and priority, and will further test, generally daily for salinity and as appropriate for boron, at multiple sites throughout the District's to monitor blended water quality on an ongoing basis. The District assumes no responsibility for the bacterial quality of water delivered or any other constituent. This water is not intended for human consumption. The District will strive to operate in a manner that enhances the opportunity to produce groundwater by balancing water users demands, water quality, and well production by blending with surface water supplies, if available.

All Requesters must be able to meet the following water quality standards:

- a) Well Head:
 - i. Salinity: $\leq 1,500$ total dissolved solids (tds).
- b) When the District's Central Valley Project contract allocation is $>25\%$, blended water quality in the District's facilities shall not exceed:

- i. Salinity: ≤ 800 tds at the first turnout downstream of a well discharge location;
 - ii. Boron: ≤ 5 ppm at the first turnout downstream of a well discharge location.
- c) When the District's Central Valley Project contract allocation is $\leq 25\%$, blended water quality in the District's facilities shall not exceed:
- i. Salinity: $\leq 1,000$ tds at the first turnout downstream of a well discharge location;
 - ii. Boron: ≤ 1.0 ppm at the first turnout downstream of a well discharge location.
- d) When the District's Central Valley Project contract allocation is $\leq 10\%$, blended water quality in the District's facilities shall not exceed:
- i. Salinity: $\leq 1,200$ tds at the first turnout downstream of a well discharge location;
 - ii. Boron: ≤ 1.2 ppm at the first turnout downstream of a well discharge location.

If these water quality standards are not met, then the District may require a Requester to terminate use of the District's facilities based upon the water quality priority established below in Section 3(b).

Upon request, the District will work with individual growers to attempt to address particularly sensitive crops and/or stages of development, for example germination.

2) GROUNDWATER SUPPLY:

- a) District's Wells: The District may elect to develop groundwater from its wells to supplement water supply to meet in-District demands. Groundwater developed by the District will be allocated to all District water users on a pro-rata acreage basis.
 - b) Requester's well(s): Those that qualify may use the District's conveyance facilities to convey groundwater to meet their crop demands in the then current water contract year (March through February). A Requester may develop groundwater at a rate greater than its instantaneous demand, providing pre-approval by the District, but may not develop more groundwater than a Requester can use in any given water contract year. Those using the District's conveyance facilities will be subject to a 10% loss factor. Groundwater cannot be pumped for transfer out of the District, groundwater substitution, or to reschedule. Requesters may develop groundwater for sale to the District and/or other District water users to help meet in-District crop demands in the then current water contract year. Groundwater purchased by the District will be at terms and a price approved by the Board of Directors.
- 3) PRIORITY: Groundwater can only be pumped when authorized by the District. The District will consider if it has sufficient demand and capacity to assimilate the groundwater and meet blended well water quality standards, location specific conveyance capacity and/or water quality constraints, and any other factors that may adversely impact District operations. The District will prioritize usage of its surface water supplies.
- a) Beneficiary:
 - i. Groundwater developed by the District for all water users, allocated on a pro-rata acreage basis;

- ii. Groundwater developed by a Requester from well(s) within the District for sale to the District for delivery to all water users, allocated on a pro-rata acreage basis;
 - iii. Groundwater developed by a Requester from well(s) within the District for delivery to the Requester's land within the District;
 - iv. Groundwater developed by a Requester from well(s) within the District for delivery to another District water user;
 - v. Requester's well(s) outside the District for delivery to the Requester's land within the District.
- b) **Quality:** If blended water quality standards are exceeded, the District shall require wells of the poorest water quality to terminate discharge into the District facilities, and the District will progress in order from worst to best until blended water quality standards are met. If water quality is the same among operating wells, then the priorities established under Section 3(a) will apply. The District retains the right to make a final determination as to what wells may operate.
- 4) **LICENSE:** If a Requester qualifies to use the District's facilities to convey groundwater, the Requester will be required to sign a Groundwater Conveyance License Agreement authorizing the manner, method, limitations, terms, and provisions for the District's control and regulation of the use of its and the Requester's facilities. The License Agreement will, among other things, grant permission to District personnel to access and operate the Requester's well, and indemnify the District.
- 5) **COSTS:**
- a) **District Wells:** All costs associated with the operation, maintenance, and capital replacement of the District's wells will be paid by the District and recovered from all water users at a per acre-foot rate. District developed groundwater will be allocated and billed on a monthly basis.
 - b) **District Operations & Maintenance (O&M):** All metered water deliveries through a water user's turnout, regardless of water source, will pay the District's annual O&M fee; except for groundwater utilizing a nominal portion of the District's facilities with no District pumping for which the District will only apply an administration fee;
 - c) **Requester's Operations & Maintenance:** All costs associated with the operation, maintenance, and/or replacement of the Requester's well will be paid by the Requester.
 - d) **Monitoring:** Well-head water quality testing and meter calibration costs will be paid by the Requester. Daily water quality monitoring will be paid by the Requester if delivery of the groundwater is to the Requester or another water user within the District. All other Daily water quality monitoring costs will be paid by the District and recovered as part of the District's annual O&M rate.

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 groundwater development and water quality on a monthly basis.

BACK

**PANOCHÉ WATER DISTRICT
BUDGET (March 1, 2023 - February 28, 2024)**

FOR DISCUSSION	Proposed Budget 2023-2024	Budget 2022-2023	2022-2023 Actual - Jan 31	Proposed Change	Δ	
Operating Revenues						
1	Supplemental Water	\$ 9,732,194	\$ 10,362,366	\$ 9,338,121	\$ (630,172)	-6%
2	Operation & Maintenance	\$ 5,934,995	\$ 5,861,058	\$ 4,326,461	\$ 73,937	1%
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,303,892	\$ 1,509,263	\$ 1,371,976	\$ (205,371)	-14%
4	Labor Reimbursements	\$ 356,956	\$ 583,740	\$ 182,485	\$ (226,784)	-39%
5	Other Revenue	\$ 125,416	\$ 250,000	\$ 514,901	\$ (124,584)	-50%
6	Reimbursed Expenses	\$ 340,000	\$ 200,000	\$ 349,476	\$ 140,000	70%
7	Domestic Water Treatment Plant	\$ 174,000	\$ 140,000	\$ 129,184	\$ 34,000	24%
8	Sustainable Groundwater Management ¹	\$ 4,852	\$ 46,497	\$ 46,726	\$ (41,645)	-90%
9	CVP AG Water Contract (10%)	\$ 1,287,800	\$ -	\$ 159,600	\$ 1,287,800	
Total Revenue		\$ 19,260,105	\$ 18,952,924	\$ 16,418,930	\$ 307,180	2%

Operating Expenses

Water Costs						
10	Supplemental Water	\$ 9,732,194	\$ 10,362,366	\$ 8,672,172	\$ (630,172)	-6%
11	Planning & Engineering	\$ 57,000	\$ 52,000	\$ 74,423	\$ 5,000	10%
12	Los Vaqueros Expansion	\$ 224,500	\$ 98,000	\$ 97,640	\$ 126,500	129%
13	BF Sisk Expansion	\$ 366,500	\$ -	\$ 51,998	\$ 366,500	
14	Central Delta-Mendota Region SGMA ¹	\$ 4,852	\$ 46,497	\$ 14,893	\$ (41,645)	-90%
15	CVP AG Water Contract (10%)	\$ 1,287,800	\$ -	\$ 76,918	\$ 1,287,800	
		\$ 11,672,846	\$ 10,558,863	\$ 8,988,044	\$ 1,113,983	11%
Administration						
16	2021 CVP Bond Payment	\$ 929,978	\$ 928,866	\$ 930,566	\$ 1,112	0%
17	Legal Costs	\$ 396,500	\$ 600,000	\$ 189,425	\$ (203,500)	-34%
18	2021 CVP Bond Assessment Refund	\$ -	\$ 580,397	\$ -	\$ (580,397)	
19	Salaries and Wages	\$ 715,793	\$ 569,425	\$ 491,866	\$ 146,368	26%
20	Employees' Benefits	\$ 200,169	\$ 202,961	\$ 173,325	\$ (2,793)	-1%
21	SLDMWA Activity Agreements	\$ 106,863	\$ 186,146	\$ 178,220	\$ (79,283)	-43%
22	SLDMWA DHCCP Bond Payment	\$ 148,592	\$ 148,592	\$ 44,876	\$ -	0%
23	Directors' Benefits	\$ 36,000	\$ 138,352	\$ 74,519	\$ (102,352)	-74%
24	Insurance Costs	\$ 95,000	\$ 127,750	\$ 90,889	\$ (32,750)	-26%
25	SWRCB Water Rights Fee	\$ 125,000	\$ 125,000	\$ 124,262	\$ -	0%
26	Other Supplies & Services	\$ 106,500	\$ 105,000	\$ 111,034	\$ 1,500	1%
27	Payroll Burden	\$ 88,816	\$ 68,642	\$ 79,353	\$ 20,174	29%
28	Professional Services	\$ 78,000	\$ 60,000	\$ 79,613	\$ 18,000	30%
29	Annual Audits	\$ 40,000	\$ 50,000	\$ 47,650	\$ (10,000)	-20%
30	Communications, IT, and Software	\$ 45,000	\$ 45,000	\$ 42,751	\$ -	0%
31	Conferences and Training Costs	\$ 35,000	\$ 45,000	\$ 31,967	\$ (10,000)	-22%
32	Utilities	\$ 45,000	\$ 30,000	\$ 39,137	\$ 15,000	50%
		\$ 3,192,211	\$ 4,011,132	\$ 2,729,453	\$ (818,920)	-20%

FOR DISCUSSION		Proposed Budget 2023-2024	Budget 2022-2023	2022-2023 Actual - Dec 31	Proposed Change	Δ
Operations & Maintenance						
33	Energy Costs	\$ 1,795,500	\$ 1,440,000	\$ 1,378,543	\$ 355,500	25%
34	Salaries and Wages	\$ 904,075	\$ 1,258,610	\$ 737,799	\$ (354,535)	-28%
35	Employees' Benefits	\$ 324,954	\$ 431,839	\$ 259,988	\$ (106,885)	-25%
36	Pumps & Structures Repairs	\$ 241,000	\$ 250,000	\$ 266,427	\$ (9,000)	-4%
37	Payroll Burden	\$ 152,218	\$ 197,481	\$ 119,030	\$ (45,262)	-23%
38	Reimbursable Expenses	\$ 340,000	\$ 200,000	\$ 148,507	\$ 140,000	70%
39	Weed Control	\$ 111,000	\$ 170,000	\$ 104,914	\$ (59,000)	-35%
40	Domestic Water Treatment Plant	\$ 174,000	\$ 140,000	\$ 154,494	\$ 34,000	24%
41	Fuel & Oil costs	\$ 145,000	\$ 90,000	\$ 205,683	\$ 55,000	61%
42	Capital Cost - Depreciation	\$ -	\$ 75,000	\$ -	\$ (75,000)	-100%
43	Equipment Repair & Maintenance	\$ 100,000	\$ 50,000	\$ 64,763	\$ 50,000	100%
44	Vehicle repairs & Maintenance	\$ 40,000	\$ 45,000	\$ 33,503	\$ (5,000)	-11%
45	Buildings Repairs & Maintenance	\$ 50,000	\$ 20,000	\$ 34,597	\$ 30,000	150%
46	Laboratory - Water Testing	\$ 17,300	\$ 15,000	\$ 16,471	\$ 2,300	15%
		\$ 4,395,047	\$ 4,382,929	\$ 3,524,719	\$ 12,118	0%
Total Expenses		\$ 19,260,104	\$ 18,952,924	\$ 15,242,216	\$ 307,180	2%
Net Revenue/(Deficit)		\$ 0	\$ (0)			
Operations & Maintenance Rate ²		\$ 164.86	\$ 182.30			0%

¹ SGMA Costs historically billed on an pro-rata acreage basis; costs include SLDMWA and CDMGSA JPA

² FYE 2023 assumes 32,150 acre-feet of deliveries, FYE 2024 assume 36,000

PANOCHÉ WATER DISTRICT					
POTENTIAL RATE MODIFICATION SCENARIOS					
<u>FOR DISCUSSION</u>	Proposed Budget 2023-2024	Water Rate Scenario	Acreage Rate Scenario	Service Rate Scenario	
Operating Revenues					
1	Supplemental Water	\$ 9,732,194	\$ 9,732,194		
2	Operation & Maintenance	\$ 5,934,995	\$ 5,187,870	\$ 1,028,541	
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,303,892		\$ 1,303,892	
4	Labor Reimbursements	\$ 356,956		\$ 356,956	
5	Other Revenue	\$ 125,416		\$ 125,416	
6	Reimbursed Expenses	\$ 340,000		\$ 340,000	
7	Domestic Water Treatment Plant	\$ 174,000		\$ 174,000	
8	Sustainable Groundwater Management ¹	\$ 4,852		\$ 4,852	
9	CVP AG Water Contract	\$ 1,287,800	\$ 1,287,800		
Total Revenue		\$ 19,260,105	\$ 16,207,864	\$ 2,337,285	\$ 996,372
Operating Expenses					
Water Costs					
10	Supplemental Water	\$ 9,732,194	\$ 9,732,194		
11	Planning & Engineering	\$ 57,000	\$ 57,000		
12	Los Vaqueros Expansion	\$ 224,500		\$ 224,500	
13	BF Sisk Expansion	\$ 366,500		\$ 366,500	
14	Central Delta-Mendota Region SGMA ¹	\$ 4,852		\$ 4,852	
15	CVP AG Water Contract	\$ 1,287,800	\$ 1,287,800		
		\$ 11,672,846	\$ 11,076,994	\$ 595,852	\$ -
Administration					
16	2021 CVP Bond Payment	\$ 929,978		\$ 929,978	
17	Legal Costs	\$ 396,500	\$ 396,500		
18	2021 CVP Bond Assessment Refund	\$ -			
19	Salaries and Wages	\$ 572,635	\$ 572,635	\$ 143,156	
20	Employees' Benefits	\$ 160,135	\$ 160,135	\$ 40,034	
21	SLDMWA Activity Agreements	\$ 106,863		\$ 106,863	
22	SLDMWA DHCCP Bond Payment	\$ 148,592		\$ 148,592	
23	Directors' Benefits	\$ 36,000	\$ 36,000		
24	Insurance Costs	\$ 95,000	\$ 95,000		
25	SWRCB Water Rights Fee	\$ 125,000		\$ 125,000	
26	Other Supplies & Services	\$ 106,500	\$ 106,500		
27	Payroll Burden	\$ 71,053	\$ 71,053	\$ 17,763	
28	Professional Services	\$ 78,000	\$ 78,000		
29	Annual Audits	\$ 40,000	\$ 40,000		
30	Communication Costs	\$ 45,000	\$ 45,000		
31	Conferences and Training Costs	\$ 35,000	\$ 35,000		
32	Utilities	\$ 45,000	\$ 45,000		
		\$ 2,991,256	\$ 1,680,823	\$ 1,310,433	\$ 200,953

FOR DISCUSSION		Proposed Budget 2023-2024	Water Rate Scenario	Acreage Rate Scenario	Service Rate Scenario
Operations & Maintenance					
33	Energy Costs	\$ 1,795,500	\$ 1,795,500		
34	Salaries and Wages	\$ 904,075	\$ 904,075		
35	Employees' Benefits	\$ 324,954	\$ 324,954		
36	Pumps & Structures Repairs	\$ 241,000		\$ 241,000	
37	Payroll Burden	\$ 152,218	\$ 152,218		
38	Reimbursable Expenses	\$ 340,000			\$ 340,000
39	Chemical Application	\$ 111,000	\$ 111,000		
40	Domestic Water Treatment Plant	\$ 174,000			\$ 174,000
41	Fuel & Oil costs	\$ 145,000	\$ 145,000		
42	Capital Cost - Depreciation	\$ -		\$ -	
43	Equipment repairs	\$ 100,000		\$ 100,000	
44	Vehicle repairs & Maintenance	\$ 40,000		\$ 40,000	
45	Buildings Repairs & Maintenance	\$ 50,000		\$ 50,000	
46	Laboratory - Water Testing	\$ 17,300	\$ 17,300		
		\$ 4,395,047	\$ 3,450,047	\$ 431,000	\$ 514,000
Total Expenses		\$ 19,059,149	\$ 16,207,864	\$ 2,337,285	\$ 714,953
Net Revenue/(Deficit)		200,956	0	0	\$ 281,419
		Current O&M²	Water Rate³	Acreage Rate⁴	
		\$ 164.86	\$ 144.11	\$ 26.84	\$ -
			\$ (20.75)		
¹ SGMA Costs historically billed on an acreage basis ² FYE 2023-24 proposed O&M rate assumes 36,000 acre-feet of deliveries ³ Potential Water Rate Assumed 36,000 acre-feet of deliveries ⁴ Potential Acreage Rate assumes 38,317 acres					

BACK

PANOCHÉ WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 1/11/2023 THRU 2/14/2023				
		MECHANICS O & M CHECKING # 8566		
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
1/11/2023	40872	ACWA	\$ 23,459.34	4TH QUARTER 2022 WORKERS COMPENSATION
1/11/2023	40873	BAKER MANOCK & JENSEN	\$ 61.33	NOVEMBER 2022 LEGAL SERVICES
1/11/2023	40874	BRYANT L. JOLLEY	\$ 750.00	BUDGET MEETINGS
1/11/2023	40875	FEDERAL EXPRESS	\$ 354.45	NOVEMBER 2022 LEGAL SERVICES
1/11/2023	40876	FENTON & KELLER	\$ 909.00	NOVEMBER 2022 LEGAL SERVICES
1/11/2023	40877	SOMACH SIMMONS & DUNN	\$ 120.00	NOVEMBER 2022 LEGAL SERVICES
1/18/2023	40878	VOID CHECK	\$ -	VOID CHECK
1/18/2023	40879	MERCY SPRINGS WATER DISTRICT	\$ 42,247.19	5TH REIMBURSEMENT YUBA/NOD WATER
1/25/2023	40880	AMAZON/SYNCB	\$ 1,349.64	DISTRICT, OFFICE, ETHICS & COMPLIANCE & VEHICLES SUPPLIES
1/25/2023	40881	DARRELL ARENA	\$ 225.00	INSTALL NEW LIGHT & LIGHT SWITCH COVER IN THE OFFICE
1/25/2023	40882	APPL, INC.	\$ 120.00	WATER SAMPLES SHIPPING - GBP
1/25/2023	40883	APEX ANNEX HEALTH CENTER, INC.	\$ 50.00	RANDOM DRUG TESTING
1/25/2023	40884	JUSTINS TIRE & AUTO	\$ 21.72	FLAT REPAIR # 6B
1/25/2023	40885	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	\$ 124,261.92	WATER RIGHT FEES 22/23
1/25/2023	40886	CENTRAL VALLEY SOFTWARE	\$ 3,000.00	STORM AGREEMENT 2023
1/25/2023	40887	CHICAGO TITLE COMPANY	\$ 750.00	EASEMENT LOOKUP - OFFICE & SHOP
1/25/2023	40888	DATCO SERVICE CORPORATION	\$ 119.00	1ST QTR 2023 DRUG TESTING SERVICES
1/25/2023	40889	LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.	\$ 361.50	NOVEMBER 2022 LEGAL SUPPORT
1/25/2023	40890	DEPARTMENT OF PUBLIC HEALTH	\$ 182.00	PERMIT FOR DOMESTIC PLANT
1/25/2023	40891	FEDERAL EXPRESS	\$ 172.98	WATER SAMPLE SHIPPING - GBP
1/25/2023	40892	FENTON & KELLER	\$ 2,131.80	NOVEMBER 2022 LEGAL SERVICES
1/25/2023	40893	CORELOGIC INFORMATION SOLUTIONS	\$ 266.64	APN RESEARCH DECEMBER 2022
1/25/2023	40894	FRASIER IRRIGATION INC.	\$ 6,175.41	DMC WELLS MAIN LINE RENTAL
1/25/2023	40895	GIBSON, DUNN & CRUTCHER LLP	\$ 1,730.00	MAY 2022 LEGAL SERVICES
1/25/2023	40896	GRASSLAND BASIN AUTHORITY	\$ 25,341.51	4TH QUARTER DYED DIESEL
1/25/2023	40897	GRASSLAND WATER DISTRICT	\$ 11,160.00	REFUGE/LEVEL 2 WATER FOR DECEMBER 2022 WELL # 12 - 155 AF @ \$45 & WELL #13 - 93 AF @ \$ 45
1/25/2023	40898	HALLMARK GROUP	\$ 206.25	OCTOBER THRU DECEMBER 2022 PROFESSIONAL SERVICES
1/25/2023	40899	HOFFMAN SECURITY	\$ 341.40	SHOP & OFFICE SECURITY FEBRUARY 2023
1/25/2023	40900	HOLT OF CALIFORNIA	\$ 440.59	PARTS FOR # 75A & # 75B
1/25/2023	40901	HOME DEPOT CREDIT SERVICES	\$ 1,906.39	DISTRICT, OFFICE, METER & VEHICLES SUPPLIES
1/25/2023	40902	FERRELLGAS	\$ 798.31	HOUSE # 1 TANK RENTAL & PROPANE FOR HOUSE # 4
1/25/2023	40903	LOOPUP	\$ 95.94	DECEMBER 2022 CONFERENCE LINE
1/25/2023	40904	MARFAB	\$ 363.84	WELDING SHOP SUPPLIES
1/25/2023	40905	MCGUIRE BOTTLED WATER	\$ 217.95	DECEMBER 2022 DRINKING WATER
1/25/2023	40906	NIXON-EGLI	\$ 189.03	PARTS FOR # SJ40
1/25/2023	40907	NUTRIEN AG SOLUTIONS, INC.	\$ 4,448.73	75 GALLONS ROUNDUP @ \$ 55.05
1/25/2023	40908	PRICE PAIGE & COMPANY	\$ 720.00	WORK IN PROGRESS STATE CONTROLLERS REPORT
1/25/2023	40909	SAVEMART SUPERMARKET	\$ 397.85	OFFICE SNACKS
1/25/2023	40910	SUMMERS ENGINEERING INC.	\$ 570.80	DECEMBER 2022 ENGINEERING SERVICE - CONTOUR CANAL LINING PROJECT
1/25/2023	40911	THARP'S FARM SUPPLY	\$ 162.39	DIESEL HOSE FOR TANK IN YARD & RAINBOOTS
1/25/2023	40912	WATERMAN INDUSTRIES	\$ 2,174.65	HEAD GATE FOR VARIOUS TURNOUTS
1/25/2023	40913	WATER RECLAMATION EQUIPMENT INC.	\$ 10,142.34	PULL & INSPECT PUMP RECIRCULATION MIDDLE PUMP & REPAIR & INSTALL PUMP RECIRCULATION STATION PUMP # 3
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO

1/25/2023	40914	WESTAIR GASES & EQUIP, INC.	\$ 294.09	OXYGEN & ACETYLENE TANKS FOR SHOP
1/25/2023	40915	WESTSIDE WATER	\$ 18,315.79	REPLACE 6" AQUAMATIC VALVE, REPLACE 6" T & BUTTERFLY VALVE, REPLACE 3" PIPE W/ STATIC MIXER & WEEKLY SERVICE CALLS
1/25/2023	40916	ZOOM IMAGING SOLUTIONS	\$ 59.39	WASTE TONER
1/25/2023	40917	XEROX FINANCIAL SERVICES	\$ 593.87	COPIER LEASE
1/25/2023	40918	YOUNG'S AIR CONDITIONING	\$ 82.00	HEATER REPAIR HOUSE # 6
1/25/2023	40919	ANTHONY ZAVALA	\$ 288.73	REIMBURSEMENT FOR TRAVEL & MEALS WEED SCIENCE CONFERENCE
1/31/2023	40920	WELTY WEAVER & CURRIE	\$ 7,606.26	DECEMBER 2022 LEGAL SERVICES
2/14/2023	40921	ACWA/JPIA	\$ 35,935.33	MARCH 2023 INSURANCE HEALTH \$ 30,989.14, DENTAL \$ 2,295.74, VISION \$ 408.32, LIFE \$ 106.30 & PDD INSURANCE \$ 2,135.83
2/14/2023	40922	CLARK PEST CONTROL	\$ 147.00	SHOP & OFFICE PEST CONTROL
2/14/2023	40923	FASTENAL COMPANY	\$ 122.21	SHOP SUPPLIES
2/14/2023	40924	FEDERAL EXPRESS	\$ 350.25	WATER SAMPLE SHIPPING - GBP
2/14/2023	40925	FORKLIFT SPECIALTIES, INC.	\$ 1,380.20	SERVICE & REPAIR # 31C
2/14/2023	40926	FRASIER IRRIGATION INC.	\$ 6,175.41	DMC WELLS MAIN LINE RENTAL
2/14/2023	40927	FRONTIER COMMUNICATION	\$ 706.68	JANUARY 2023 TELEPHONE
2/14/2023	40928	GILTON SOLID WASTE INC.	\$ 405.22	JANUARY 2023 WASTE SERVICE
2/14/2023	40929	FERRELLGAS	\$ 587.97	PROPANE HOUSE # 4
2/14/2023	40930	MARFAB	\$ 55.23	PARTS FOR # 42
2/14/2023	40931	MCCORMICK BARSTOW LLP	\$ 1,788.50	OCTOBER 2022 LEGAL SERVICE
2/14/2023	40932	MCGUIRE BOTTLED WATER	\$ 145.30	DRINKING WATER
2/14/2023	40933	DIANA MOSES	\$ 23.58	MILEAGE REIMBURSEMENT
2/14/2023	40934	NAPA AUTO PARTS	\$ 236.26	VEHICLE & EQUIPMENT SUPPLIES
2/14/2023	40935	PACIFIC GAS & ELECTRIC	\$ 25,134.30	JANUARY 2023 ELECTRICAL POWER
2/14/2023	40936	PC & N CONSTRUCTION, INC.	\$ 867.28	GUARD RAILS FOR CROSSING - SLD
2/14/2023	40937	SAVEMART SUPERMARKET	\$ 543.87	OFFICE SNACKS
2/14/2023	40938	STATE WATER RESOURCE CONTROL BOARD	\$ 548.00	22/23 SURFACE WATER TREATMENT PLANT ANNUAL PERMIT
2/14/2023	40939	UNWIRED BROADBAND, INC.	\$ 549.99	FEBRUARY 2023 INTERNET SERVICES
2/14/2023	40940	VERIZON WIRELESS	\$ 1,030.83	JANUARY 2023 CELL PHONE SERVICE
2/14/2023	40941	WATER RECLAMATION EQUIPMENT INC.	\$ 1,585.91	GREASE FOR PUMPS, SILICONE FOR WEIRS & STRUCTURES, CHECK & REPLACE LIGHTS IN FRONT OF OFFICE & SHOP
2/14/2023	40942	WINDECKER INC.	\$ 5,883.31	1,500 GALLONS OF UNLEADED @ \$ 3.92
2/14/2023	40943	XEROX FINANCIAL SERVICES	\$ 593.87	COPIER LEASE
12/13/2022	W000000821	PAI SERVICES	\$ 122.93	NOVEMBER 2022 SAGE TIME SERVICE
1/2/2023	W000000826	SL & DM WATER AUTHORITY	\$ 249,070.50	2022 YUBA COUNTY WATER AGENCY TRANSFER
1/12/2023	W000000827	SLDM WATER AUTHORITY	\$ 57,900.77	DECEMBER 2022 SLDMWA CONVEYANCE COSTS SLC \$ 57,082.57 & DMC \$ 818.20
1/12/2023	W000000828	US BUREAU OF RECLAMATION	\$ 22,822.10	DECEMBER 2022 SLC USBR WATER COSTS \$ 16,426.68, SLC WARREN ACT COSTS \$ 5,340.13, RESTORATION WATER COSTS SLC \$ 970.38 & DMC \$ 84.91
1/11/2023	W000000830	PAI SERVICES	\$ 122.93	DECEMBER 2022 SAGE TIME SERVICE
1/18/2023	JE-255	TRANSFER FUNDS FOR PAYROLL	\$ 60,000.00	PAYROLL DATED 1/20/2023
1/24/2023	W00000831	WESTAMERICA VISA	\$ 1,082.91	NEW LICENSE PLATE & CC FEE FOR #03, SUPPLIES FOR HOLIDAY PARTY, HEADLIGHTS FOR # 11A, BUSINESS LUNCH, FUEL FOR # 18A, CONTINUING EDUCATION WEED CONTROL CONFERENCE A ZAVALA, SCCE MEMBERSHIP(ETHICS & COMPLIANCE) L CHAGOYA & DISTRICT EMAILS
2/2/2023	JE-264	TRANSFER FUNDS FOR PAYROLL	\$ 80,000.00	PAYROLL DATED 2/3/2023
			\$ 851,655.66	

MECHANICS PAYROLL CHECKING # 7895				
DATE	CHECK NUMBER	NAME		MEMO
1/19/2023	PR-1465	NET PAYROLL	\$ 39,595.76	PAYROLL DATED 1/20/2023
1/20/2023	JE-259	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 4,827.65	STATE PAYROLL TAX DEPOSIT
1/20/2023	JE-260	INTERNAL REVENUE SERVICE	\$ 14,696.92	FEDERAL PAYROLL TAX DEPOSIT
1/20/2023	JE-261	JOHN HANCOCK	\$ 7,562.70	401K RETIREMENT
1/24/2023	6726	PRINCIPAL LIFE INSURANCE COMPANY	\$ 631.70	EMPLOYEE PAID INSURANCE

2/2/2023	JE-266	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 4,101.02	STATE PAYROLL TAX DEPOSIT
2/2/2023	JE-267	INTERNAL REVENUE SERVICE	\$ 15,128.40	FEDERAL PAYROLL TAX DEPOSIT
2/2/2023	JE-268	JOHN HANCOCK	\$ 7,493.65	401K RETIREMENT
2/2/2023	PR-1466	NET PAYROLL	\$ 43,485.85	PAYROLL DATED 2/3/2023
			\$ 137,523.65	

BACK

PANOCHÉ WATER DISTRICT					
FYE 2023 BUDGET (March 1, 2022 - February 28, 2023) - Adopted Feb 22, 2022					
March thru January - 92%		Budget	Actual	REMAINING BALANCE	
Operating Revenues					
1	Supplemental Water	\$ 10,362,366	\$ 9,338,121	\$ 1,024,245	90%
2	Operations & Maintenance	\$ 5,861,058	\$ 4,326,461	\$ 1,534,597	74%
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,509,263	\$ 1,371,976	\$ 137,287	91%
4	Labor Reimbursements	\$ 583,740	\$ 182,485	\$ 401,255	31%
5	Other Revenues	\$ 250,000	\$ 514,901	\$ (264,901)	206%
6	Reimbursed Expenses	\$ 200,000	\$ 349,476	\$ (149,476)	175%
7	Domestic Water Treatment Plant	\$ 140,000	\$ 129,184	\$ 10,816	92%
8	Sustainable Groundwater Management ¹	\$ 46,497	\$ 46,726	\$ (229)	100%
9	CVP AG Water Contract	\$ -	\$ 159,600	\$ (159,600)	0%
Total Revenue		\$ 18,952,924	\$ 16,418,930	\$ 2,533,994	87%
Operating Expenses					
Water		Budget	Actual	REMAINING BALANCE	
10	Supplemental Water	\$ 10,362,366	\$ 8,672,172	\$ 1,690,194	84%
11	Planning & Engineering	\$ 150,000	\$ 174,423	\$ (24,423)	116%
12	CVP Water Contract	\$ -	\$ 76,918	\$ (76,918)	
		\$ 10,512,366	\$ 8,923,513	\$ 1,588,853	85%
Administration					
13	2021 CVP Bond	\$ 928,866	\$ 930,566	\$ (1,700)	100%
14	Legal	\$ 600,000	\$ 189,425	\$ 410,575	32%
15	2021 CVP Bond Assessment Refund	\$ 580,397	\$ -	\$ 580,397	0%
16	Salaries and Wages	\$ 569,425	\$ 491,866	\$ 77,559	86%
17	Employees' Benefits	\$ 202,961	\$ 173,325	\$ 29,636	85%
18	SLDMWA Activity Agreements	\$ 186,146	\$ 178,220	\$ 7,926	96%
19	SLDMWA DHCCP Bond Payment	\$ 148,592	\$ 44,876	\$ 103,716	30%
20	Directors' Benefits	\$ 138,352	\$ 74,519	\$ 63,833	54%
21	Insurance	\$ 127,750	\$ 90,889	\$ 36,861	71%
22	SWRCB Water Rights Fee	\$ 125,000	\$ 124,262	\$ 738	99%
23	Other Supplies & Services	\$ 105,000	\$ 111,034	\$ (6,034)	106%
24	Payroll Burden	\$ 68,642	\$ 79,353	\$ (10,711)	116%
25	Professional Services	\$ 60,000	\$ 79,613	\$ (19,613)	133%
26	Annual Audits	\$ 50,000	\$ 47,650	\$ 2,350	95%
27	Central Delta-Mendota Region SGMA ¹	\$ 46,497	\$ 14,893	\$ 31,604	32%
28	Communications	\$ 45,000	\$ 42,751	\$ 2,249	95%
29	Conferences and Trainings	\$ 45,000	\$ 31,967	\$ 13,033	71%
30	Utilities	\$ 30,000	\$ 39,137	\$ (9,137)	130%
		\$ 4,057,629	\$ 2,744,347	\$ 1,313,282	68%

March thru January - 92%		Budget	Actual	REMAINING BALANCE	
Operations & Maintenance					
31	Energy	\$ 1,440,000	\$ 1,378,543	\$ 61,457	96%
32	Salaries and Wages	\$ 1,258,610	\$ 737,799	\$ 520,810	59%
33	Employees' Benefits	\$ 431,839	\$ 259,988	\$ 171,851	60%
34	Pumps & Structures Repairs	\$ 250,000	\$ 266,427	\$ (16,427)	107%
35	Payroll Burden	\$ 197,481	\$ 119,030	\$ 78,451	60%
36	Reimburseable Expenses	\$ 200,000	\$ 148,507	\$ 51,493	74%
37	Chemical Application	\$ 170,000	\$ 104,914	\$ 65,086	62%
38	Domestic Water Treatment Plant	\$ 140,000	\$ 154,494	\$ (14,494)	110%
39	Fuel & Oil	\$ 90,000	\$ 205,683	\$ (115,683)	229%
40	Capital Cost - Depreciation	\$ 75,000	\$ -	\$ 75,000	0%
41	Equipment Repairs	\$ 50,000	\$ 64,763	\$ (14,763)	130%
42	Vehicle Repairs & Maintenance	\$ 45,000	\$ 33,503	\$ 11,497	74%
43	Buildings Repairs & Maintenance	\$ 20,000	\$ 34,597	\$ (14,597)	173%
44	Laboratory - Water Testing	\$ 15,000	\$ 16,471	\$ (1,471)	110%
		\$ 4,382,929	\$ 3,524,720	\$ 858,210	80%
Total Expenses		\$ 18,952,924	\$ 15,192,580	\$ 3,760,344	80%
Net Revenue/(Deficit)			\$ 1,226,350		
¹ SGMA Costs historically billed on an pro-rata acreage basis					

BACK

Water Supply																		
District Water	Annual	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2023	2023	YTD	Transfers	Not	Stored	Remaining
March, 2022 - Feb, 2023	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out	Pumped		Balance
Transfer 2 - DC	2,065			116	949	500	500							2,065				0
Transfer 6 - DC	100			12	88									100				0
Transfer 7 - DC	1,383					509	569	305						1,383				0
Grower Transfer Ins	2,834			377	487	660	700	370	240					2,834				0
PWD Grower Wells f/Crdt	7,612	386	733	1,052	1,015	1,288	891	1,082	990	141	34			7,612				0
Gains or Losses	1,356	130	556	728	782	83	(253)	(240)	(171)	(161)	(15)	(83)		1,356				0
District Water Total	15,350	516	1,289	2,285	3,321	3,040	2,407	1,517	1,059	(20)	19	(83)	0	15,350				0
Bureau Water	Annual	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2023	2023	YTD	Transfers	Loss	Stored	Remaining
March, 2022 - Feb, 2023	AF	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Usage	Out			Balance
Public Health & Safety	121													0				121
2022-2023 0% USBR	0													0				0
CVP 3F Wtr -20-21 Resch	4,251	173	818	41	17	614	1,198	920	254					4,035		(216)		0
CVP 3F Wtr -21-22 Resch	1,334	84							367	88	62	98		699		(106)		529
Transfer 1 Rescheduled	6,913	209												209		(640)		6,064
Transfer 3 Rescheduled	293													0				293
Grower Transfer Ins	2,343		196	460	595	382	183	308	13	198	8			2,343				0
Transfer 2	935			684	251									935				0
Transfer 4	664													0	(140)	(39)	485	485
Transfer 5	2,190													0		(548)		1,642
Transfer 7	3,617			369	1,250	1,576	377	45						3,617				0
Transfer 8	64													0		(16)		48
Transfer 9	350													0			361	361
Bureau Water Total	23,075	466	1,014	1,554	2,113	2,572	1,758	1,273	634	286	70	98	0	11,838	(140)	(1,565)	846	9,543
Total Water Supply	38,425	982	2,303	3,839	5,434	5,612	4,165	2,790	1,693	266	89	15	0	27,188	(140)	(1,565)		9,543
Usage																		
Growers		982	2,303	3,839	5,434	5,612	4,165	2,790	1,693	266	89	15		27,188				
Transfers Out/Sales		0	0	0	0	0	0	0	0	0	0	0		0				
Total Usage/Transfers		982	2,303	3,839	5,434	5,612	4,165	2,790	1,693	266	89	15	0	27,188				
Diff/Losses: % of Supply	%	13%	24%	19%	15%	2%	-7%	-8%	-11%	-38%	-15%	-85%		5%				
Budget to Actual - AF	32,150	849	1,946	3,341	4,439	5,068	4,076	2,167	1,189	248	89	7		23,419				8,731

** Estimate
 * Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual * /*WA Water total changed to reflect PWD's portion only.*/ *DWR had meter reading changes on Turnout 89.60 - Attributes to loss total for January.*



Westlands Water District

MEMORANDUM

TO: SLDMWA BOARD OF DIRECTORS
FROM: TOM BOARDMAN, WATER RESOURCES ENGINEER
SUBJECT: FEBRUARY OPERATIONS UPDATE
DATE: FEBRUARY 3, 2023

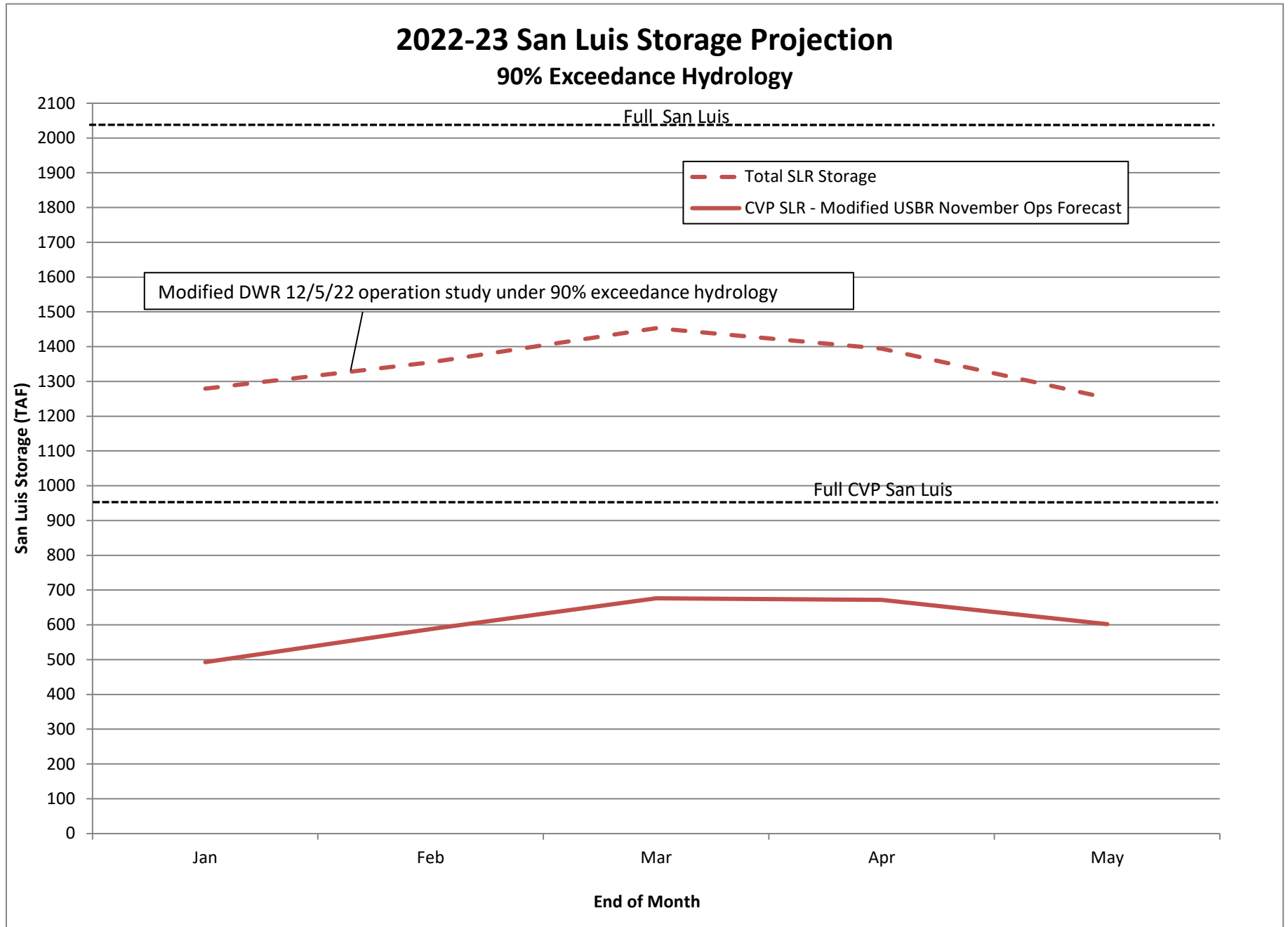
Project Operations

- Total exports are 9,200 cfs with the Jones and Banks Pumping Plants operating at 4,200 cfs and 5,000 cfs, respectively. Banks pumping has been constrained by a 2019 Biological Opinion requirement that is limiting reverse flow to 5,000 cfs in Old and Middle Rivers (OMR). Wet conditions in January triggered the February Delta outflow requirement per D-1641 to be about three times higher than usual at 29,000 cfs. As such, Jones pumping will be reduced to 2 units (1,800 cfs) on February 6 to minimize reservoir releases while Delta inflow declines.
- Reclamation states the accounting balance under the Coordinated Operations Agreement (COA) is nearly balanced except for an additional 59 TAF SWP debt related to the release of New Melones water last year to meet part of the SWP's share of Delta requirements. The SWP is expected to payback the owed CVP water soon as Oroville storage has been rapidly improving.
- Shasta storage is at 2,573 TAF – 97% of average. Storage increased by more than 1,000 TAF in January with an average daily storage gain of 33 TAF. Dry conditions during the past week have reduced the daily storage gain to about 3-4 TAF. With snowpack at 171% for this date and 106% of the April 1 average, Shasta could refill to at least 3,800 TAF under median conditions.
- Accumulated unimpaired inflow to Shasta is about 1.722 MAF. The projected total unimpaired flow into Shasta needs to reach at least 4 MAF by September 30, 2023 in order to avoid a Shasta critical year. Based on remote sensor data only, Reclamation estimated the projected unimpaired inflow to be near the 4 MAF threshold. However, DWR's recent first snow survey for this year is showing the snowpack to be higher than what is reflected by remote sensors. The results of DWR's snow survey, Bulletin 120, will be posted about February 8.
- Folsom storage is 500 TAF, 115% of average. Reservoir releases are 4,000 cfs – down from 16,000 cfs two weeks ago. Accumulated snowpack in the water shed is 203% for this date and 128% of the April 1 average.
- Mendota Pool took in 61 TAF of flood releases from Millerton during January. Due to low demands only 6 TAF was diverted out of the Pool leaving 55 TAF to reenter the San Joaquin River as inflow to the Delta.

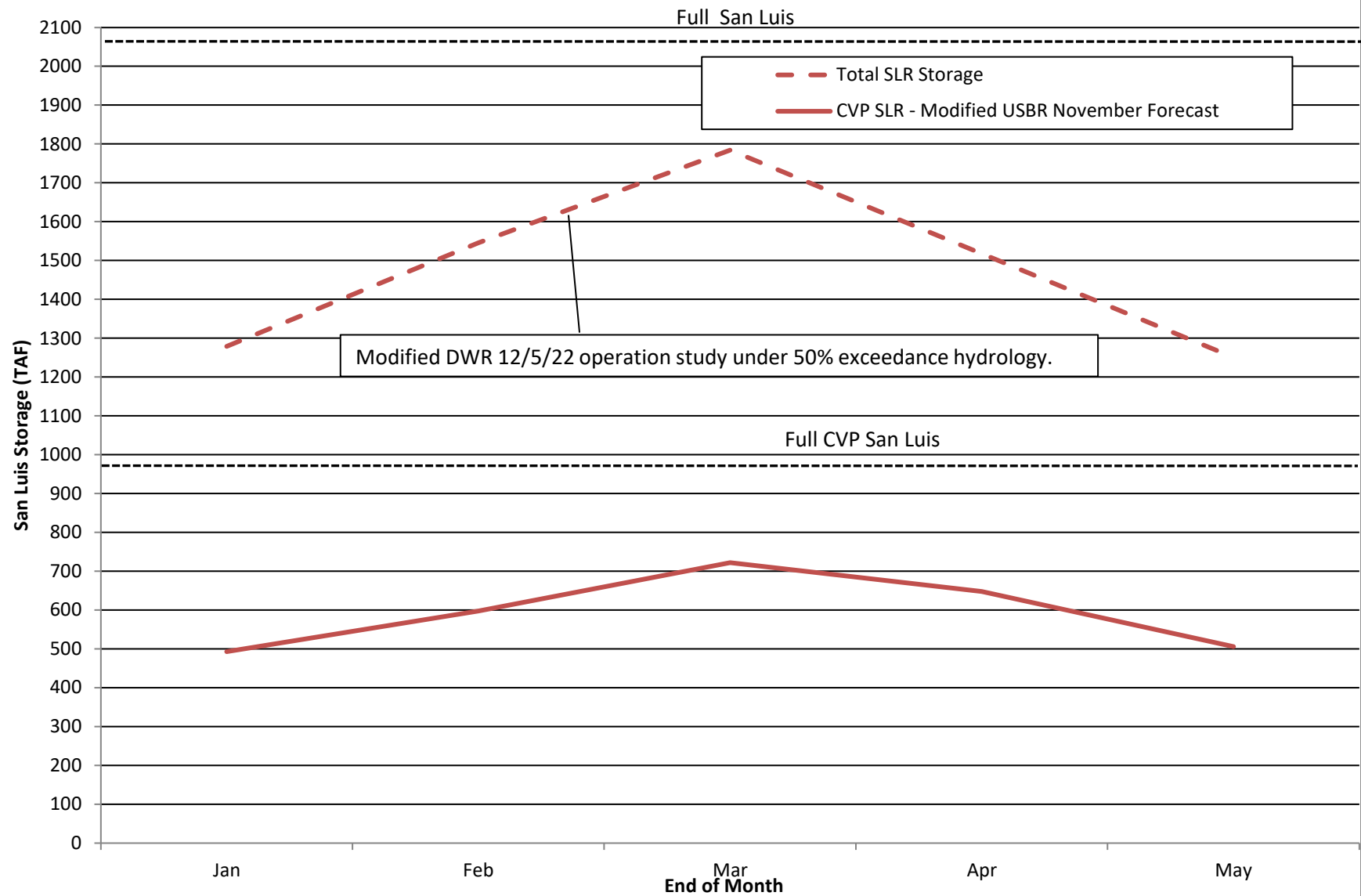
- Accumulated precipitation in the Sacramento Valley during January was 177% of the monthly average at 16.1 inches. The Sacramento 8 station index is 136% of average at 37.5 inches. The San Joaquin 5 station index is 169% of average at 33.7 inches
- CVP demands for January were about 15% of the 15-year average.

2022-23 San Luis Reservoir Operations

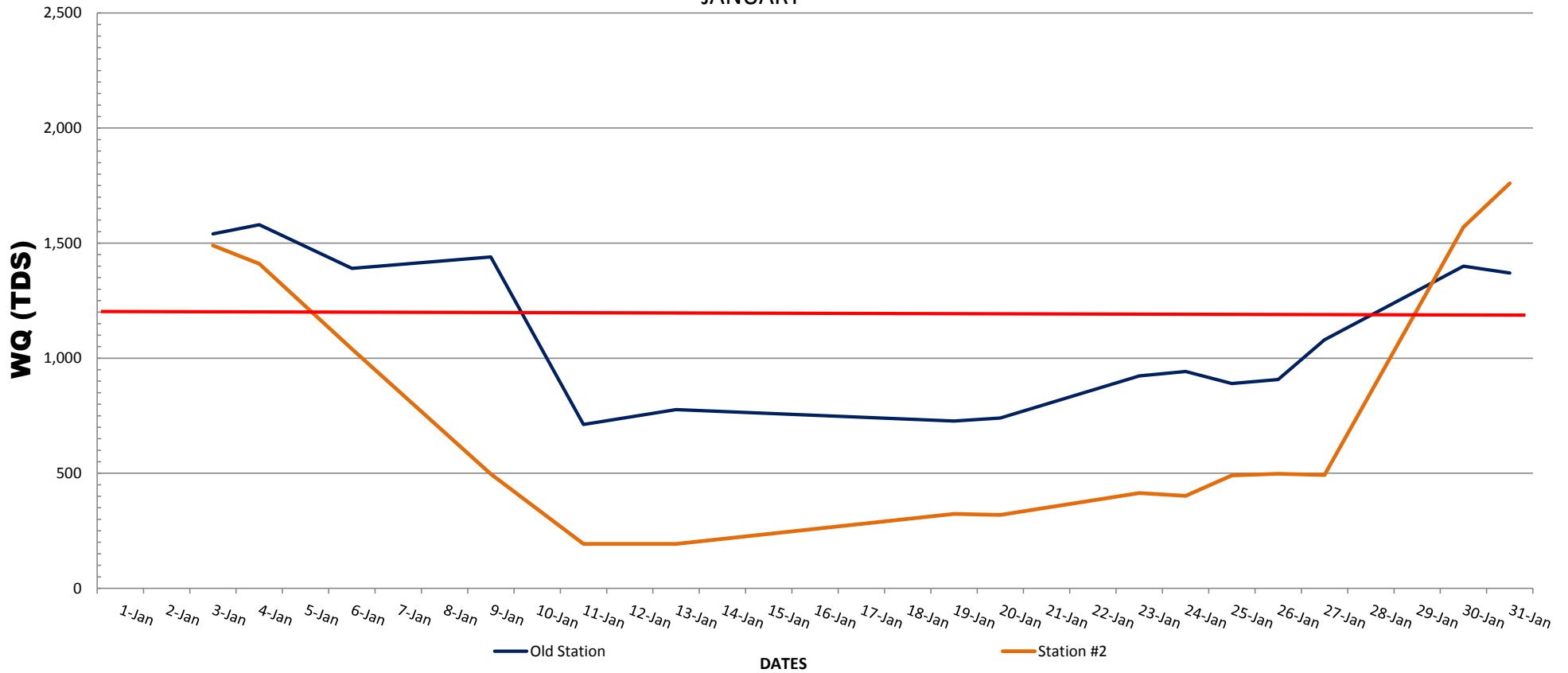
The CVP share of water stored in San Luis Reservoir (SLR) increased by 230 TAF during January, to 505 TAF. Increased pumping and sustained low demands are resulting in a daily storage gain of about 7-8 TAF. CVP SLR is projected to refill to 680-800 TAF under dry and median conditions, respectively



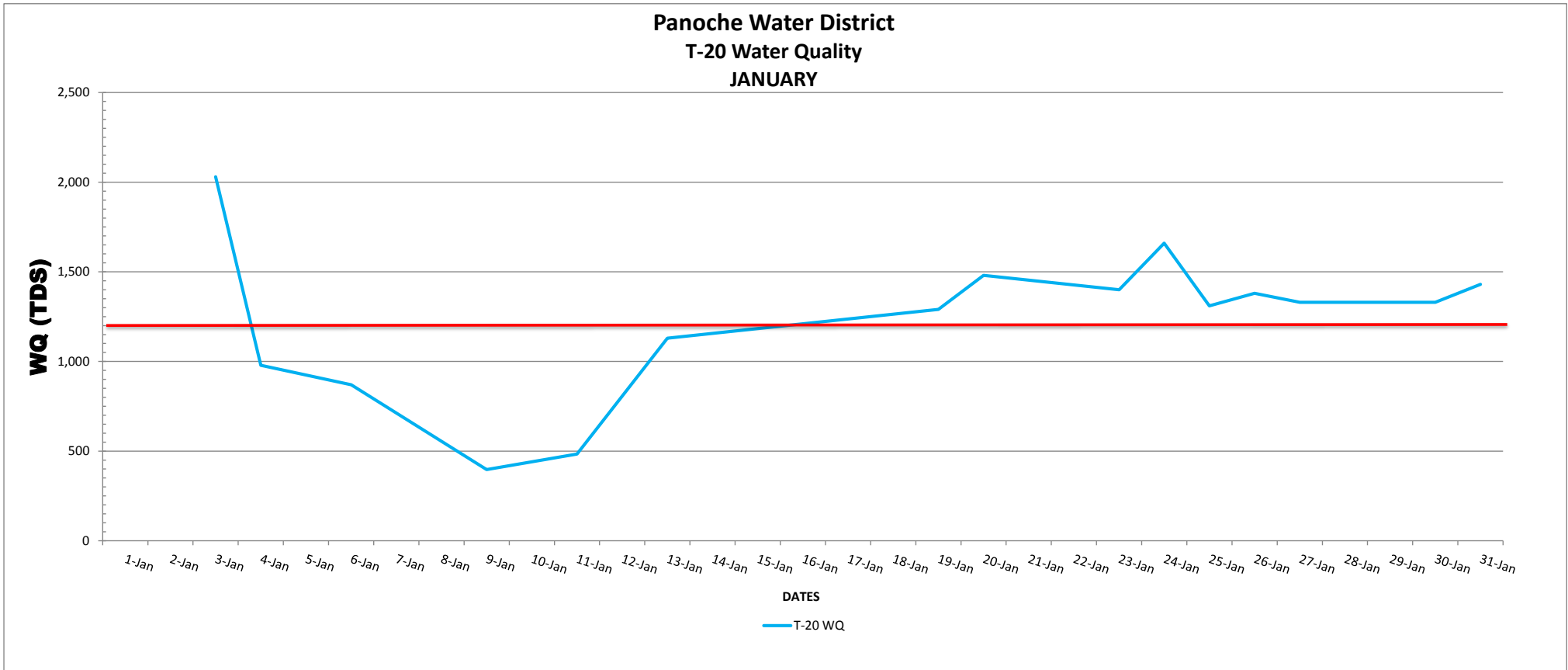
2022-23 San Luis Storage Projection 50% Exceedance Hydrology



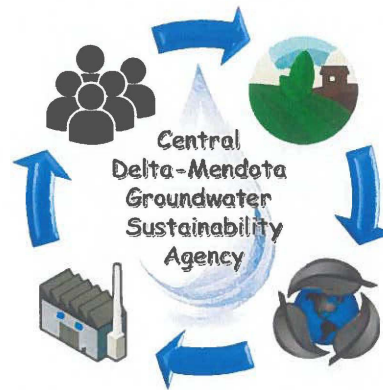
Panoche Water District Main Station Water Quality JANUARY



* UNSTEADY FLOWS / NO DELIVERIES *



**CENTRAL
DELTA-MENDOTA
GROUNDWATER
SUSTAINABILITY
AGENCY**



Eagle Field WD ♦ Fresno County ♦ Fresno Slough WD ♦ Merced County ♦ Mercy Springs WD ♦ Pacheco WD ♦ Panoche WD
♦ San Luis WD ♦ Santa Nella County WD ♦ Tranquillity I.D

ADMINISTRATIVE POLICY

NUMBER TWO

WELL METERING AND REPORTING

Adopted: January 23, 2023

POLICY STATEMENT

In order for the Central Delta-Mendota Groundwater Sustainability Agency (“CDMGSA”) to effectively administer and implement the Northern and Central Delta-Mendota Regions Groundwater Sustainability Plan (“NCDM GSP”) within its area, it is necessary for the CDMGSA to monitor and understand the groundwater usage within its boundaries.

To gain this better understanding, the CDMGSA Board of Directors (“Board”) adopted CDMGSA’s Administrative Policy Number One – Well Census and Registration on January 25, 2021 (“Well Registration Policy”) to obtain specific information from all users of groundwater wells and require that all wells be registered on CDMGSA-provided forms no later than April 1, 2021 and within 30 days of the completion of drilling activities for new wells installed after April 1, 2021.

The purpose of this Well Metering and Reporting Policy (“Well Metering Policy”) is to build upon the Well Registration Policy by establishing a requirement for the measurement of groundwater extractions from all wells located within the CDMGSA boundary, with certain exceptions. Therefore, all wells must have a CDMGSA-approved meter installed no later than December 31, 2023. Any new wells constructed after said date shall be registered with the CDMGSA within 30 days of the completion of drilling activities and have a CDMGSA-approved meter installed prior to use of the well.

To provide constructive notice to the public and to ensure adoption and enforcement of this Well Metering Policy is within the authorities provided by the Sustainable Groundwater Management Act of 2014 (“SGMA”), and any amendment thereto, the

CDMGSA shall adopt a resolution or ordinance prior to this Well Metering Policy becoming effective.

This Well Metering Policy applies to all wells used for groundwater extraction, including those that are inactive, except for *de minimus* wells, as defined below. This Well Metering Policy outlines the well metering and reporting process, timing for compliance, and actions for non-compliance.

AUTHORITY:

This Well Metering Policy is adopted pursuant to the authority granted to the CDMGSA by California Water Code Sections 10725.2, 10725.4, and 10725.8, and through the Joint Powers Agreement that formed the CDMGSA, pursuant to the Joint Exercise of Powers Act.

BACKGROUND:

In 2014, the California Legislature passed and the Governor signed into law a three-bill legislative package (AB 1739, SB 1168, and SB 1319), collectively known as SGMA. SGMA required those subbasins designated by the California Department of Water Resources (“DWR”) publication Bulletin 118 as being medium to high priority to form Groundwater Sustainability Agency (“GSAs”) by June 1, 2017, and then adopt and submit Groundwater Sustainability Plans (“GSPs”) to DWR by January 31, 2020. The CDMGSA is located within the Delta-Mendota Subbasin (Basin number 5-022.07), a high priority subbasin (the “Subbasin”). The CDMGSA is one of 23 separate GSAs in the Subbasin that developed and coordinated six independent GSPs to cover the entire Subbasin. The CDMGSA is one of eight GSAs that collaborated to develop the NCDM GSP. The NCDM GSP was adopted on January 6, 2020 and submitted to DWR on January 23, 2020. An amended NCDM GSP was adopted on July 7, 2022 and submitted to DWR on July 20, 2022 (“Amended NCDM GSP”).

As part of implementation of the Amended NCDM GSP, the CDMGSA is committed to developing accurate information regarding groundwater extraction, water levels above and below the Corcoran clay, and evaluating the relationship between the Subbasin and the San Joaquin River. To provide specific solutions that are not overly burdensome, the CDMGSA needs to accurately assess the condition of the aquifers and identify those areas showing impacts that may be considered Undesirable Results. In order to avoid a one-size-fits-all GSA-wide solution and to reduce dependence on assumptions in calculating groundwater balance, the CDMGSA needs to obtain accurate information. This information will be used to make area-specific determinations to resolve concerns about potential Undesirable Results, such as overdraft and subsidence, in order to achieve sustainability. Use of real-time groundwater use data will reduce or eliminate the reliance on potentially conservative estimations of groundwater use and lead to more accurate groundwater modeling.

PURPOSE & PROCEDURES:

The purpose of this Policy is to obtain accurate and consistent well data information by requiring all wells to have a meter installed and that data from the meter be available for review and reported to CDMGSA no less than annually.

The CDMGSA will follow these procedures to ensure adequate information is collected for all groundwater extractions as a commitment to evaluate and develop accurate data to implement the Amended NCDM GSP.

- 1) **Definitions** – Unless indicated otherwise, all capitalized terms herein shall have the same meaning as the definitions in the Well Registration Policy.
- 2) **Meter Requirement** – CDMGSA requires an approved meter to be installed on existing or new Production (including Inactive or Standby) Wells (collectively, “Production Wells”) within CDMGSA’s boundaries. This Well Metering Policy shall not apply to *De-Minimus* Domestic Wells (as defined in SGMA), Abandoned Wells, solely Monitoring Wells, or Cathodic Production Wells, as defined in the Well Registration Policy.
- 3) **Meter Installation** – The owner of any Production Well within the CDMGSA (“Well Owner”) shall install a CDMGSA-approved meter at Well Owner’s sole cost and expense. The meter must meet the following criteria:
 - i. Be a flowmeter consistent with in-line meters meeting AWWA¹ C700 series standards. Totalizers shall read in 0.00 acre-feet (“af”), in cubic feet (“cf”) or in gallons (“gal”).
 - ii. Data must be able to be readily accessible and viewable by CDMGSA-authorized agents; and
 - iii. Be calibrated according to manufacturer’s specifications at installation and calibrated no less than once every five (5) years thereafter.
- 4) **Reporting Requirements** – The Well Owner shall be required to provide the following information to the CDMGSA:
 - a. At Installation: When a meter is installed by the Well Owner, the following information shall be provided to the CDMGSA, no later than thirty (30) days after installation:
 - i. Manufacturer and model of flowmeter;
 - ii. Date flow meter installed;
 - iii. Nominal diameter of pipe, pipe material, wall thickness of pipe, and size of flow meter;
 - iv. Name and business (if applicable) of person installing and calibrating flowmeter;

¹ American Water Works Association.

- v. Pictures of flowmeter to verify installed correctly;
 - vi. Location of well (including County, Assessor's Parcel Number(s) ["APN"], and latitude/longitude or map of locations);
 - vii. Type of crop, age of crop, irrigation methodology (e.g., flood, drip, sprinkler) for the irrigated acres served by the applicable Production Well; and
 - viii. A statement signed by the Well Owner granting access to the CDMGSA to the property to verify the installation, operation, and/or readings of the meter(s).
- b. **Annual Reporting:** The Well Owner shall be required to report the quantity of groundwater extraction by month for the period beginning October 1 and ending September 30 to the CDMGSA, by no later than October 31 of each year following the applicable year ("Annual Reports"). Well Owners shall report any changes to the information described above (e.g., well abandonment, new flowmeter, different crops) in such Annual Report. Annual Reports shall be in Microsoft Excel format and e-mailed to CDMGSA at administration@cdm-gsa.com. Fillable Excel forms can be found on the CDMGSA website.
- 5) **CDMGSA Right to Inspect** – Under the authority granted by Water Code section 10725.4, the CDMGSA or its agents may conduct an inspection of a well to verify data, compliance with this Policy, or applicability of this Policy to a particular well.
- 6) **Timing for Compliance** – The owner of any well used for groundwater extraction within the CDMGSA must install a CDMGSA-approved meter pursuant to section 3 above as follows:
- a. Installation of meters on existing wells shall be completed by December 31, 2023.
 - b. Meters must be installed on new wells shall be completed prior to use of the well.
 - c. Wells with existing meters that do not comply with the requirements of this Well Metering Policy shall become compliant by December 31, 2023 by replacing any existing meter with a meter that is compliant with this Policy.
- 7) **Costs, Fees and Penalties:**
- a. The Well Owner shall be responsible for all costs for purchasing, installing, maintaining, record-keeping, and calibrating the meter on any of its groundwater wells that it installs.
 - b. The CDMGSA shall not impose any fees for field reviews, collection and recordation of data, landowner communication, and related activities.
- 8) **Notification** – The CDMGSA will provide notice of its adoption of this Well Metering Policy as required by law.

- 9) **GSA Issuance of Notice of Non-Compliance to Local Agency** – The CDMGSA will issue a notice of Non-Compliance to the local member agency for any non-compliant Production Well that has been out of compliance for more than one quarter. The Non-Compliance notification will serve as an official request of the local member agency to enact its powers of enforcement for non-compliance.
- 10) **Request for Additional Time; Penalty Waiver** – The Well Owner may submit a written request to CDMGSA for a single extension of time to comply with Section 3 above. A request for an extension of time must be submitted prior to December 31, 2023 to avoid penalties as described in Section 6 above and a grant of an extension of time, in total, shall not exceed a period of six (6) months. The Board of Directors of the CDMGSA may grant the extension if a finding of good cause can be made. For purposes of this Well Metering Policy, good cause includes, but is not limited to, (a) a demonstrated undue financial hardship, (b) factors outside the control of the Well Owner, or (c) proof that the Well Owner was not properly notified of the requirement.
- 11) **Amendment** – This Well Metering Policy is subject to changes in the regular operation of the CDMGSA, as it may be revised from time to time by the Board.
- 12) **Policy Review** – This Well Metering Policy shall be reviewed by the CDMGSA regularly, but in no event less than once every five (5) years.

ACCESS AND INDEMNITY AGREEMENT

THIS ACCESS AND INDEMNITY AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____, 202__ (“Effective Date”) by and between _____ (“Grantor”) and the _____, a _____ (“District”).

RECITALS

WHEREAS, the Central Delta-Mendota Groundwater Sustainability Agency (the “Agency”) is a joint powers authority formed to serve as Groundwater Sustainability Agency (“GSA”) to implement a Groundwater Sustainability Plan (“GSP”) as authorized pursuant to the Sustainable Groundwater Management Act of 2014 (Wat. Code, §§ 10720 *et seq.*) within a portion of the Delta-Mendota Subbasin (DWR Bulletin 118 No. 5-022.07); and

WHEREAS, the Agency’s member agencies are Eagle Field Water District, Fresno Slough Water District, Mercy Springs Water District, Pacheco Water District, Panoche Water District, San Luis Water District, Santa Nella County Water District, Tranquillity Irrigation District, the County of Fresno, and the County of Madera (each a “Member Agency” and collectively, “Member Agencies”); and

WHEREAS, the District is a Member Agency; and

WHEREAS, Grantor owns the certain real property within the District’s boundaries more particularly described below in the Exhibit “A” attached hereto and incorporated herein (the “Property”), on which there are one or more groundwater well(s) (each, a “Well”); and

WHEREAS, pursuant to the Agency’s Administrative Policy Number Two – Metering And Reporting, adopted on January 23, 2023, all Wells within the Agency’s boundaries must have a meter installed by December 31, 2023, subject to certain exceptions; and

WHEREAS, the Agency and its Member Agencies have the authority to conduct investigations of a person’s property or facilities to monitor SGMA compliance pursuant to California Water Code section 10725.4, with the person’s consent or upon inspection warrant; and

WHEREAS, Grantor and the Agency wish to memorialize Grantor’s willingness to provide the Agency, its Member Agencies, and their designees with access to and monitoring rights of the water meter(s) in exchange for the Agency’s willingness to indemnify Grantor for any damage done to the Property or the meter(s) being monitored as a result of the permitted access and monitoring pursuant to this Agreement.

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

1. The above Recitals are true and correct and made a part hereof.
2. Grantor does hereby grant to the Agency, its Member Agencies, their agents, employees, consultants, contractors, and designees the right to enter the Property in order to take Well

meter(s) readings.

3. Grantor shall not impair in any way accessibility to the Well meter(s) by the Agency, its Member Agencies, their agents, employees, consultants, contractors, or designees.

4. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue for twenty (20) years, unless otherwise modified by mutual agreement of both parties in writing.

5. The District hereby agrees to indemnify Grantor and be responsible for any and all injuries, damages, and claims to persons or property arising out of its access to and monitoring of the meter(s) on the Property, except for any such claims arising out of the willful misconduct or sole negligence of the Grantor or its directors, officers, employees, authorized volunteers or contractors.

6. This Agreement shall “run with the land” and be binding upon and inure to the benefit of Grantor’s heirs, executors, administrators, assigns and successors.

7. The undersigned specifically represent that they are authorized to execute this Agreement and that the parties have the rights and capacities to perform the acts contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

DISTRICT
District Name
address
city state zip

GRANTOR
Landowner
Address
City State Zip

Signature

Signature

Printed Name

Printed Name

Title

Phone Number

E-mail

EXHIBIT “A”

Legal Description of the Property

_____ County Assessor’s Parcel Number **xxx-xxx-xxx**, within Township **XXX**, Range **XXX**, Section **XX** MDB&M.



MONTHLY REPORT

FUNDING

Amendment No. 4 to the Multi-party Cost Share Agreement has been fully executed. The cost share for each JPA Member agency, excluding Grassland Water District, is \$1,094,000. Invoices were sent this week.

JANUARY 29, 2023

UPCOMING ACTIVITIES

January 30 at 3:00 p.m. (Zoom) – JPA GM Monthly Meeting

January 31 at 2:00 p.m. (Zoom) – Joint JPA Finance, Operations & Engineering Committee Meeting

February 8 at 9:30 a.m. (Zone 7 Water Agency) – JPA Board Meeting

February 16 at 10:00 a.m. (Zoom) – JPA O&E Committee

February 23 at 1:00 p.m. (Zoom) – JPA Finance Committee

UPCOMING LAP BOARD COORDINATION

February 28 at TBD – EBMUD Long-Term Water Supply Workshop

TBD – Valley Water Storage Committee

ADDITIONAL PROJECT INFO

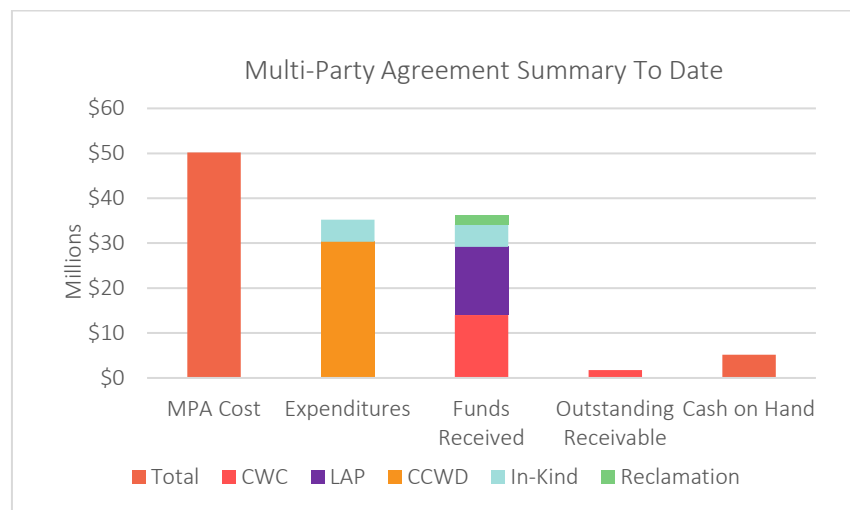
<https://www.ccwater.com/lvstudies>

<https://www.usbr.gov/mp/vaqueros/>

<https://cwc.ca.gov/Water-Storage/WSIP-Project-Review-Portal/All-Projects/Los-Vaqueros-Reservoir-Expansion-Project>

www.losvaquerosjpa.com

The following chart provides an overview of the Multi-party Agreement (MPA) expenditures through November 2022. The funds received, outstanding receivable, and cash on hand are shown through mid-December 2022.



JPA BOARD OF DIRECTORS MEETINGS

On January 11 the JPA Board of Directors met via teleconference. The JPA unanimously re-elected officers of the JPA. The next monthly JPA Board Meeting has been scheduled for February 8 and the meeting agenda packet will be distributed to JPA Directors and Alternate Directors on Thursday, February 2 and posted to the JPA website on Friday, February 3.

PERMITTING

U.S. Fish and Wildlife Service (USFWS) continues work on the Biological Opinion for terrestrial species. USFWS Migratory Bird Program staff continue drafting an Environmental Assessment for their eagle take permit action. California Department of Fish and Wildlife (CDFW) continues work on the Incidental Take Permit for terrestrial species and Lake and Streambed Alteration Agreement. Meetings have been ongoing with CDFW to finalize modeling for the aquatic Incidental Take Permit application. Central Valley Regional Water Quality Control Board (CVRWQCB) issued its Section 401 permit on June 30, 2022. The U.S. Army Corps of Engineers (USACE)

continues work on its Section 404 permit which will be issued after Reclamation issues its Record of Decision. Draft water rights change petitions have been prepared and submitted to staff at the State Water Resources Control Board for preliminary review.

DESIGN & ENGINEERING

A technical review of the 60-percent design of the Pumping Plant No. 1 (PP1) Replacement Project is underway, which includes a limited value engineering review to identify cost saving opportunities.

The final data report for the Transfer Pipeline inspection has been prepared, which will be used to verify the pipeline condition and to develop any recommended improvements that may be needed to withstand the higher pressure requirements of the increased water level of the expanded reservoir. A summary report is anticipated in early 2023.

Coordination with the Department of Water Resources continues during their review of the 90-percent design of the Transfer-Bethany Pipeline (TBPL) Turn-In to the California Aqueduct. CCWD is developing draft terms of a Turn-In Agreement between the JPA and DWR that will define roles and responsibilities for design, construction and long-term operation, maintenance, and ownership of facilities within the DWR right-of-way. The draft terms will be reviewed with the JPA prior to sending for DWR review. Aerial surveys have been conducted to develop the topographic mapping and establish horizontal control for the preferred alignment, and an initial phase geotechnical work plan is being developed.

The draft summary report of the PP1 Replacement Project physical model is nearly complete. Minor updates to the design are being implemented to reflect recommended pump intake adjustments. The results of the geotechnical investigation have been received and recommendations are being incorporated into the design of the pump station and electrical building layout and foundations. Evaluation of vegetation screening is ongoing to identify reliable and cost effective approaches to replace the existing PP1 vegetation screen.

CCWD is preparing an update to the LV Dam Expansion design submittals to address comments from the California Division of Safety of Dams and will request final approval of the permit to construct.

BACK