

PANOCHE WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
October 13, 2026 at 9:30 am

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

AGENDA

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

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

ACTION ITEMS

- 5. CALIFORNIA FARM WATER COALITION NEW EXECUTIVE DIRECTOR, MICHELLE PAUL MEET AND GREET WITH BOARD DIRECTORS (Paul)**
- 6. BOARD TO RECEIVE PROPOSAL OUTLINING INVESTMENT STRATEGIES FROM DECORUM WEALTH MANAGEMENT (Macha/Ewing)**

7. **BOARD TO REVIEW AND CONSIDER SURFACE WATER PRIORITIZATION POLICY AND MISCELLANEOUS FEE SCHEDULE** (McGowan)
8. **BOARD TO REVIEW AND CONSIDER APPROVING SEPTEMBER 8, 2026, REGULAR BOARD MEETING MINUTES** (Reyes)
9. **BOARD TO REVIEW AND CONSIDER APPROVING THE DISTRICT’S REVISED AND UPDATED EMERGENCY ACTION AND EVACUATION PLAN** (Marquez)
10. **BOARD TO REVIEW AND CONSIDER APPROVING ALMENDRA’S REQUEST TO TRANSFER WATER TO SAN LUIS WATER DISTRICT** (McGowan/Reyes)
11. **BOARD TO REVIEW AND CONSIDER ENTERING INTO A MASTER SERVICES AND MUTUAL NONDISCLOSURE AGREEMENT WITH FOREFRONT POWER** (McGowan)
12. **THE BOARD TO REVIEW AND CONSIDER PROPOSED BOARD GOVERNANCE EXPECTATIONS** (McGowan)
13. **FINANCIAL REPORTS** (Brazil)
 - A. Accounts Payable
 - B. Monthly Financials
 - C. FYE 2024 Budget-to-Actual Report
 - D. Other financial matters affecting the District

REPORT ITEMS

14. **DIVISION REPORTS**
 - A. Water Supply Update (Reyes)
 - B. Operations & Maintenance (Carlucci)
 - C. Ethics, Compliance, and Risk Management Update (Marquez)
 - I. Update on Forefront Solar Project
 - II. Update on USBR Water Smart Grant Project for Contour Canal and Expenses
 - D. Human Resources Update (Brazil)
 - E. Other Matters
15. **BOARD TO RECEIVE INFORMATION REGARDING THE PROPOSED ANNEXATION OF LANDS INTO FIREBAUGH CANAL WATER DISTRICT AND DETACHMENT FROM PANOCHE WATER DISTRICT** (Bryant/Layne)
16. **BOARD TO RECEIVE UPDATES ON CROP REPORT/MAP AND WATER BUDGET** (Cadena)
17. **BOARD TO RECEIVE UPDATES FROM STAFF ON VARIOUS MATTERS AFFECTING THE DISTRICT** (McGowan)
18. **GENERAL MANAGER’S REPORT** (McGowan)
 - A. SGMA
 - I. DMJPA Prop 4 SGMA Grant
 - II. Delta-Mendota Model Calibration Ad-Hoc Committee

- B. Domestic Water Treatment Plant Update
- C. Employee Evaluations
- D. Solar Project Update
- E. Healthy Rivers & Landscapes Program/Voluntary Agreements
- F. Water Supply, Storage, and Conveyance Discussions
- G. Fresno County Fire Protection District

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

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

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):
Number of Cases: Three
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Section 54956.9(d)(1):
Names of Cases:
 - I. PCFFA v. Glaser, et. al.
US District Court, E.D. Cal, Case No. 2:11-cv-02980

REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)

21. PANOCHÉ WATER DISTRICT CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):
Number of Cases: Four
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Section 54956.9(d)(1):
Names of Cases:
 - i. Center for Biological Diversity, et al. v. United States, et al.
US District Court, E.D. Cal, Case No. 1:20-CV-00760 DAD-EPG
 - ii. North Coast Rivers Alliance, et al. v. Kenneth Salazar, et al.
US District Court, E.D. Cal., Case No. 1:16-cv-00307-DAD-SKO
 - iii. Firebaugh Canal Water District & Central California Water District v. United States, et al. US District Court, E.D. Cal., Case 1:88-cv-00634-LJO-SKO
- C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Section 54956.8
Property: Land and Associated Infrastructure
Agency Negotiator: Patrick McGowan, General Manager
Negotiating Parties: Panoche Water District
Under Negotiation: Price and Terms

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

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

D. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov. Code Section 54957.6
Agency Designated Representative: Patrick McGowan, General Manager
Unrepresented
Employees: District Staff
Employee Organization: International Brotherhood of Electrical Workers

REPORT FROM CLOSED SESSION

22. FUTURE MEETING DATES

A. Next Regular meeting date: November 10, 2026.

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

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
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BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: CALIFORNIA FARM WATER COALITION EXECUTIVE DIRECTOR
MICHELLE PAUL BOARD INTRODUCTION

DATE: OCTOBER 13, 2026

Purpose

California Farm Water Coalition (CFWC) Executive Director Michelle Paul has requested an opportunity to briefly introduce herself to the Panoche Water District Board of Directors. Ms. Paul plans to provide an overview of CFWC's strategic plan and discuss the organization's current priorities and outreach efforts.

Discussion

CFWC is a statewide nonprofit educational organization made up of farmers, water suppliers, agricultural businesses, and other agricultural interests. Its work focuses on providing fact-based information about agricultural water use and helping consumers, policymakers, government officials, and the media understand the connection between reliable farm water supplies and California food and fiber production. CFWC carries out this work through public and media outreach, educational materials, farm tours, digital communications, and other public-awareness programs.

The meeting will also provide an opportunity for Panoche directors to share their perspective on agricultural water issues and provide input on matters they believe CFWC should consider as it carries out its strategic plan.

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BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: CASH LIQUIDITY & INVESTMENT IMPLEMENTATION UPDATE

DATE: OCTOBER 13, 2026

Executive Summary

Following direction from the Board at the September meeting, staff completed its review of the District's cash and investment balances, reserve reports, historical cash levels, current obligations, receivables, and operating cycle. The review identified \$8.0 million as an appropriate initial amount available for investment without compromising PWD's ability to meet water costs, payroll, operations, capital obligations, and unexpected expenditures.

Since the September meeting, staff have implemented the Board's direction. The \$8.0 million has been transferred from the District's money market account to Decorum Wealth Management and placed in a short-term U.S. Treasury investment collecting interest and fully backed by FDIC. This provides a conservative temporary placement for the funds while maintaining the District's focus on principal protection, liquidity, and compliance with the Investment Policy. Decorum Wealth Management will be present at the October 13, 2026, Board meeting to present its proposed six-month to two-year investment plan for the District.

Operating Cash Flow

Panoche's billing and purchasing schedule is the central liquidity constraint. Growers are billed twice each year, in June and October, while water is purchased from March through October. This creates predictable periods in which the District pays substantial water costs before or between major grower collections.

Commitments and Restricted Cash

Restricted funds, contractual-obligation funds, bond-related funds, grant advances, project commitments, accounts payable, and near-term water obligations must remain appropriately segregated or liquid. These amounts were not counted as unrestricted investable operating cash.

Receivables and Interdistrict Loans

Receivables improve the District's overall financial position but should not be treated dollar-for-dollar as immediately available liquidity. The reports identify water receivables, groundwater management fees, delinquent charges, a GBA note receivable, a Panoche Drainage District note receivable, and Prop. 84-related advances. These amounts are economically important but have different collection timing and therefore should not substitute for cash needed to operate.

Investment Implementation and Next Steps

The initial \$8.0 million investment allocation has now been transferred to Decorum Wealth Management and placed in a short-term U.S. Treasury investment pending Board review of the longer-term strategy. Decorum's October presentation will outline a proposed six-month to two-year investment structure intended to improve yield while maintaining appropriate liquidity around the District's operating and water-purchase cycle.

Controls and Ongoing Monitoring

- Report portfolio balances, maturities, liquidity, yield, and compliance to the Board as part of the Treasurer's regular investment reporting.

Board Action

Recommended action: Receive the General Manager's update confirming implementation of the Board's September direction and the transfer of \$8.0 million from the District's money market account to Decorum Wealth Management for short-term U.S. Treasury investment; receive Decorum Wealth Management's presentation regarding a proposed six-month to two-year investment plan; and provide direction to staff regarding the proposed investment structure, subject to the District's Investment Policy and ongoing liquidity requirements.

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BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: PROPOSED SURFACE WATER PRIORITIZATION POLICY & FEE
SCHEDULE

DATE: OCTOBER 13, 2026

Summary

Staff has prepared a proposed Surface Water Prioritization Policy for implementation beginning in the 2027–28 water year. The policy is intended to support Panoche Water District’s groundwater sustainability obligations by requiring agricultural water users to prioritize reasonably available District surface water before relying on groundwater.

Proposed Policy

Under the proposed policy, growers would be required to take and pay for their USBR/CVP allocated surface water. Supplemental, transferred, conserved, rescheduled, and other optional water supplies would not be mandatory unless a grower voluntarily commits to them. Groundwater may be used in conjunction with the CVP allocation when the grower has satisfied the applicable surface-water obligation.

The policy recognizes that groundwater may still be necessary in certain circumstances, including water-quality or blending needs, conveyance limitations, system outages, emergencies, contractual limitations, or other circumstances approved by the General Manager. The intent is not to prohibit groundwater use, but to prevent groundwater from being used in place of reasonably available District surface water.

Compliance and Proposed Fee Schedule

Compliance would be verified through District delivery records, well registration and metering information, and other records as necessary. The proposed enforcement structure provides notice and an opportunity to correct a violation, followed by progressive penalties for repeat, intentional, or continuing noncompliance.

Violation	Proposed Fee
First violation	\$1,000
Second violation	\$2,500
Third violation	\$5,000
Continued unauthorized pumping after notice	\$1,000 per day
Failure to provide required pumping/meter information	\$1,000; continuing noncompliance may be assessed at \$1,000 per month
Tampering with, bypassing, or disabling required measurement	\$5,000, plus applicable District/CDM GSA penalties and enforcement costs

Administration and Appeals

The General Manager or designee would be authorized to review delivery and meter records, investigate potential violations, issue notices, direct corrective action, approve appropriate exceptions, and administer penalties. A grower may request administrative review of a penalty by providing the specific basis for the appeal and supporting documentation. A penalty may be affirmed, reduced, suspended, or withdrawn based on the facts presented.

Recommendation

Staff recommends that the Board review the proposed Surface Water Prioritization Policy and fee schedule, provide any final direction, and authorize staff to prepare the policy and associated resolution for adoption prior to the 2027–28 water year.

PANOCHÉ WATER DISTRICT DRAFT ADMINISTRATIVE POLICY SURFACE WATER PRIORITIZATION AND GROUNDWATER PUMPING COMPLIANCE

Effective: March 1, 2027

1. Policy Statement

Panoche Water District (“District”) shall prioritize the use of U.S. Bureau of Reclamation (“USBR”) allocated surface water before groundwater extraction for agricultural irrigation within the District, consistent with Central Delta-Mendota GSA Administrative Policy No. 3, the Delta-Mendota Subbasin Groundwater Sustainability Plan, the applicable Pumping Reduction Plan, District water-delivery requirements, and applicable law.

When USBR Allocated Surface Water is made available to a landowner, grower, tenant, water user, or groundwater extractor (“Water User”), the Water User is obligated to take and pay for that allocated supply in accordance with the District’s annual water application and water-delivery requirements. Groundwater may be pumped in conjunction with use of the Water User’s USBR allocation as provided in this Policy, but groundwater shall not be used to avoid the obligation to take and pay for the USBR allocation.

2. Purpose

- Maximize beneficial use of USBR Central Valley Project (“CVP”) allocated surface water available to Panoche and its Water Users.
- Reduce avoidable groundwater extraction and support compliance with the Delta-Mendota Subbasin GSP and Zone 4 Pumping Reduction Plan.
- Protect critical infrastructure and support District efforts to minimize land subsidence.
- Establish clear, locally administered expectations, exceptions, verification procedures, and consequences for noncompliance.
- Integrate groundwater management with the District’s annual water application, crop mapping, well registration, metering, and water accounting programs.

3. Definitions

USBR Allocated Surface Water: The Water User’s share of the District’s annual USBR CVP allocation that is made available through the District’s annual water application and allocation process. For purposes of the mandatory surface-water prioritization requirement in this Policy, USBR Allocated Surface Water does not include supplemental, transferred, conserved, rescheduled, or other optional water supplies unless the Water User voluntarily elects to purchase or commits to take such water under a separate District program or agreement.

Surface Water Obligation: The quantity of USBR Allocated Surface Water allocated to the Water User under the District’s annual water application and allocation process. Optional supplemental, transferred, conserved, rescheduled, or other non-allocation water is not part of the mandatory Surface Water Obligation unless the Water User voluntarily purchases or otherwise commits to take that supply.

Groundwater Extraction: Pumping or otherwise extracting groundwater from a production well for irrigation or other non-exempt use.

Unauthorized Groundwater Extraction: Groundwater extraction that is used to avoid or circumvent the Water User's obligation to take and pay for USBR Allocated Surface Water, or that otherwise violates this Policy, an approved water application, a District directive, or a condition of groundwater use.

Continuing Violation: Unauthorized Groundwater Extraction that continues after written or documented verbal notice from the District or recurs during the same water year after a prior confirmed violation.

General Manager: The District General Manager or an authorized designee.

4. Surface Water Priority Requirement

1. A Water User shall accept and pay for the Water User's USBR Allocated Surface Water in accordance with the District's annual water application and allocation requirements.
2. A Water User shall remain obligated for the quantity and cost of USBR Allocated Surface Water assigned through the District's annual water application and allocation program, subject to District rules and applicable law.
3. A Water User may not decline, defer, or avoid the Water User's USBR allocation for the purpose of substituting groundwater. This requirement does not obligate a Water User to purchase supplemental, transferred, conserved, rescheduled, or other optional water supplies.
4. A Water User may pump groundwater in conjunction with use of the Water User's USBR allocation, provided the Water User's applicable USBR allocation has been paid for in accordance with District requirements before such groundwater pumping begins, unless the General Manager approves an alternative arrangement.
5. Nothing in this Policy prohibits conjunctive use, blending, or operational groundwater pumping consistent with this Section, nor does this Policy require the purchase of optional supplemental water solely to avoid groundwater pumping.

5. Annual Water Application and Eligibility

Implementation shall be coordinated with the District's annual water application process. A complete signed water application and required crop map shall be submitted before delivery of District water. Required deposits and other conditions established for the applicable water year must also be satisfied. Each Water User is obligated to take and pay for the USBR Allocated Surface Water assigned under that process. Supplemental, transferred, conserved, rescheduled, or other optional water supplies remain voluntary unless the Water User separately elects or commits to purchase them. Compliance with these requirements and with the District's surface-water prioritization program may be made a condition of District-authorized groundwater use where authorized by law and District policy.

6. Exceptions and General Manager Approval

The General Manager may approve an exception, temporary deviation, payment arrangement, or blending plan from the requirements of this Policy when supported by documented circumstances, including:

- Surface-water delivery is physically unavailable or materially constrained by District conveyance-system capacity.
- An outage, emergency, maintenance condition, or operational limitation prevents reliable surface-water delivery.
- Water-quality conditions make exclusive use of the available surface water impracticable for the crop or approved use, including a documented need for blending.
- A contractual or legal restriction prevents use of the available surface water.

- Application of the requirement would be inconsistent with CDMGSA Policy No. 3, the D-M Subbasin GSP, the applicable Pumping Reduction Plan, or applicable law. For purposes of Panoche's local implementation, however, the mandatory purchase obligation under this Policy is limited to the Water User's USBR Allocated Surface Water as defined above.
- Another circumstance exists in which strict application would be operationally infeasible or inconsistent with the District's water-management objectives.

A Water User requesting an exception bears the burden of providing information reasonably requested by the District. Except in an emergency, the Water User should obtain approval before deviating from the USBR allocation payment or use requirements established by this Policy. Nothing in this Section requires a Water User to purchase optional supplemental water.

7. Monitoring and Verification

The District may use well registration information, flow-meter readings, telemetry, field observations, water orders, delivery records, crop maps, energy or pump-operation information lawfully available to the District, payment records for USBR Allocated Surface Water, and other reasonable records to verify compliance. District staff may request meter readings, conduct inspections consistent with applicable law and District policy, and reconcile groundwater use against the Water User's USBR allocation, payments, and surface-water deliveries.

8. Notice of Noncompliance

When District staff identifies a potential violation, the District should document the date, well or field involved, the Water User's USBR allocation and payment status, observed or reported pumping, surface-water deliveries, and any relevant operational circumstances. Except where immediate action is necessary, the Water User should be notified and provided a reasonable opportunity to explain the circumstances or correct the violation.

Notice may be delivered in writing, electronically, or by documented direct communication. A notice may direct the Water User to cure an unpaid USBR allocation obligation, cease unauthorized pumping, place a surface-water order, begin taking the allocated surface water, provide meter information, or take another corrective action.

9. Enforcement and Penalties

Subject to Board adoption, applicable law, and any required notice or hearing, the District may impose the penalties in Exhibit A. Each enforcement decision may consider the severity and duration of the violation, the quantity of groundwater pumped, prior violations, whether the Water User promptly corrected the issue, and whether the conduct was knowing or intentional.

Monetary penalties are cumulative with other remedies lawfully available to the District. The District may also condition or restrict groundwater use, require corrective action, recover authorized enforcement costs, or pursue administrative or judicial remedies. Suspension or withholding of District water service should be used only where authorized by law, District rules, contracts, and applicable due-process requirements.

10. Administrative Review / Appeal

A Water User may submit a written request for administrative review within ten (10) calendar days after issuance of a penalty notice. The request shall state the factual basis for review and include supporting

documentation. The General Manager may affirm, reduce, suspend, or withdraw a staff-level penalty when warranted by the facts, good cause, or an approved exception.

A Water User dissatisfied with the General Manager's determination may request Board review within ten (10) calendar days of that determination. Before the matter will be placed before the Board, the Water User shall submit a written statement explaining the specific basis for the appeal together with all documentation, records, meter information, water-delivery information, correspondence, or other evidence the Water User wishes the Board to consider. The Board may decline to consider information that was reasonably available but not submitted with the appeal. The Board may affirm, modify, or rescind the determination. A timely appeal stays collection of the disputed monetary penalty until the administrative review is complete but does not authorize continued pumping contrary to a cease-pumping directive unless expressly allowed by the District.

11. Relationship to CDMGSA Policies and PRP

This Policy is intended to implement and supplement CDMGSA Administrative Policy No. 3 and to work together with CDMGSA well census/registration and well metering/reporting requirements. If a conflict exists, the District shall administer this Policy consistent with applicable law, the Delta-Mendota Subbasin GSP, the applicable Pumping Reduction Plan, and controlling CDMGSA requirements.

EXHIBIT “A”

Surface Water Prioritization Noncompliance Fee and Penalty Schedule

Surface Water Prioritization Compliance	
Unauthorized Groundwater Pumping Where Surface Water is Reasonably Available	
First confirmed violation	\$1,000 penalty
Second confirmed violation during the same water year	\$2,500 penalty
Third confirmed violation during the same water year	\$5,000 penalty
Continual unauthorized pumping after notice to cease or correct	\$1,000 per day for each day the violation continues, subject to applicable law and any statutory limits
Failure to Comply with Verification and Metering Requirements	
Failure to provide requested pumping or meter information necessary to verify compliance	\$1,000 penalty
Continual failure to provide requested pumping or meter information	\$1,000 per month until compliant
Tampering with, bypassing, disabling, or knowingly interfering with required measurement used to administer the Policy	\$5,000 penalty, plus any separately applicable well-metering penalties and authorized enforcement costs
Corrective Action and Administrative Review	
Upon notice of unauthorized groundwater pumping, the water user may be directed to cease the unauthorized pumping and begin taking Reasonably Available Surface Water. The General Manager may approve an exception, temporary deviation, or conjunctive-use/blending plan where supported by operational, water-quality, conveyance, emergency, contractual, or other relevant circumstances. A first occurrence that is inadvertent and promptly corrected may, in the General Manager’s discretion and where permitted by District policy, receive a written warning in lieu of the first monetary penalty. A water user may request administrative review in accordance with District policy. Nothing in this schedule is intended to limit other remedies lawfully available to the District or CDMGSA.	

**PANOCHÉ WATER DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING MINUTES
September 8, 2026**

A regular meeting of the Board of Directors was held on September 8th, 2026, starting at 9:30 am. Those present at the meeting were:

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

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

Others: Ajay Chopra, USC Farms, LLC
Palmer McCoy, Grassland Basin Authority
Darryl Smith, Bryant L. Jolley, CPA
Phil Williams, Legal Counsel
Ronald Ewing, Decorum Wealth Management
Edward Macha, Decorum Wealth Management
Andres Curiel IV, Decorum Wealth Management

CALL TO ORDER

President Barcellos called the meeting to order at 9:26 am.

ROLL CALL

A quorum of the Board of Directors was present.

POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest.

PUBLIC COMMENT

There was no public comment.

ACTION ITEMS

BOARD TO REVIEW AND CONSIDER APPROVING AUGUST 11, 2026, REGULAR BOARD MEETING MINUTES

Upon a motion by Director Callis and seconded by Director Western, the Board approved the August 11, 2026, regular board meeting minutes as presented.

The vote on the motion was as follows:

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

Absent: None
Abstain: None

REVIEW OF DISTRICT INVESTMENT POLICY AND CONSIDERATION OF AN AGREEMENT WITH DECORUM WEALTH MANAGEMENT FOR INVESTMENT MANAGEMENT SERVICES

General Manager Patrick McGowan reported that at the August 11, 2026, board meeting, the board reviewed the District's Investment Policy and discussed opportunities to increase earnings and maximize the efficiency of the District's cash management system. Consistent with the Board's direction, staff requested information from Decorum Wealth Management (Decorum), who is a Merced based financial management firm currently working with other irrigation and water districts providing financial planning, investment management, along with other related advisory services. Mr. Ronald Ewing and his partners, Mr. Edward Macha, and Mr. Andres Curiel presented to the board an overview of Decorum and the services they provide.

After discussion by the Board and upon a motion by Vice-President Correia and seconded by Director Callis, the Board approved authorizing the General Manager to move forward with providing financial information to Decorum Wealth Management.

The vote on the motion was as follows:

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

BOARD TO REVIEW AND CONSIDER APPROVING DELDON'S REQUEST TO TRANSFER WATER TO PACHECO WD

General Manager Patrick McGowan and Water Master Sandra Reyes explained that they had received a request from Lee DelDon's office asking to transfer a portion of his 2026-2027 Central Valley Project water from his account in Panoche Water District to his account in Pacheco Water District.

After discussion by the Board and upon a motion by Vice-President Correia and seconded by Director Western, the Board approved DelDon's request to transfer water to Pacheco WD.

The vote on the motion was as follows:

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

BOARD TO REVIEW AND CONSIDER APPROVING BETHEL'S REQUEST TO TRANSFER WATER TO PACHECO WD

General Manager Patrick McGowan and Water Master Sandra Reyes explained that they had received a request from Lance LeVake representing Kenneth Bethel 2015 Trust asking to transfer a portion of this 2026-2027 Central Valley Project water from his account in Panoche Water District to his account in Pacheco Water District.

After discussion by the Board and upon a motion by Vice-President Correia and seconded by Director Western, the Board approved Bethel's request to transfer water to Pacheco WD.

The vote on the motion was as follows:

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

REVIEW AND CONSIDER APPROVAL OF DRAFT CONSERVED WATER TRANSFER AGREEMENT WITH TRIANGLE T WATER DISTRICT

General Manager Patrick McGowan reported that Panoche Water District has surplus water that it has purchased from the San Joaquin River Exchange Contractors Water Authority (SJRECWA) through the San Luis & Delta-Mendota Water Authority (SLDMWA) for calendar year 2026. Triangle T is seeking transfer water for agricultural use and a water transfer would fall under the existing environmental framework already in place. GM McGowan presented the Board with the proposed 2026 Water Transfer Agreement between Panoche WD and Triangle T and answered any related questions.

After discussion by the Board and upon a motion by Director Callis and seconded by Secretary Fausone, the Board approved the water transfer agreement for 1,953 AF with Triangle T and authorized the General Manager to finalize and execute the proposed agreement.

The vote on the motion was as follows:

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

BOARD TO REVIEW AND CONSIDER APPROVAL OF DRAFT EAST SIDE WATER TRANSFER AGREEMENT WITH TRIANGLE T WATER DISTRICT

General Manager Patrick McGowan reported that Panoche Water District currently receives conserved water through an existing water transfer and exchange agreement between East Side Canal Company, San Luis Canal Company, and Panoche Water District. Staff has been coordinating a proposed transaction with Triangle T Water District under which Panoche Water District would transfer 800 AF of water for their agricultural use and this water transfer would also fall under existing environmental framework already in place. GM McGowan presented the Board with the proposed 2026 Water Transfer Agreement between Panoche WD and Triangle T and answered any related questions.

After discussion by the Board and upon a motion by Director Western and seconded by Vice-President Correia, the Board approved the water transfer agreement for 800 AF with Triangle T and authorized the General Manager to finalize and execute the proposed agreement.

The vote on the motion was as follows:

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

BOARD TO REVIEW AND CONSIDER ADOPTION OF RESOLUTION # 862-26 CERTIFYING A NO-CONTEST IN THE 2026 GENERAL ELECTION AND REQUESTING THE FRESNO COUNTY BOARD OF SUPERVISORS TO APPOINT THOSE CANDIDATES WHO FILED DECLARATIONS OF CANDIDACY

General Manager Patrick McGowan reported that there were two positions on the Board of Directors set to expire in 2026 and the only two candidates to file declarations of candidacy were incumbent members of the Board of Directors. GM McGowan noted that Panoche Water District is requesting that the Fresno County Board of Supervisors appoint those two candidates who had filed their declaration of candidacy forms – Mr. Neill Callis and Mr. Steve Fausone.

After discussion by the Board and upon a motion by Vice-President Correia and seconded by Director Western, the Board adopted Resolution # 862-26 certifying a no-contest election and appointing the two candidates who filed their forms as presented.

The vote on the motion was as follows:

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

Absent: Fausone
Abstain: None

REVIEW AND CONSIDER APPROVAL OF AMENDED LINNEMAN SOLAR PROJECT LEASE AGREEMENT

General Manager Patrick McGowan reported that the principal purpose of the replacement documents is to correct the legal ownership/lessor parties on the original March 1, 2023, lease, while continuing the lease of approximately six acres needed for construction, operation, and maintenance of the District's solar project. GM McGowan also noted that the replacement lease is effective as of March 1, 2023, notwithstanding its 2026 execution.

After discussion by the Board and upon a motion by Director Western and seconded by Vice-President Correia, the Board approved the Amended Linneman Solar Project Lease Agreement and the related Memorandum of Lease Agreement as presented.

The vote on the motion was as follows:

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

FINANCIAL REPORTS

- A. Accounts Payable**
- B. Monthly Financials**
- C. FYE 2025 Budget-to-Actual Report**
- D. Other Financial Matters Affecting the District**

After discussion by the Board and upon a motion by Director Callis and seconded by Secretary Fausone, the Board approved the financial reports as presented by Accounting Supervisor Mrs. Brazil.

The vote on the motion was as follows:

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

DIVISION REPORTS

A. Water Master Sandra Reyes gave the Water Supply Update as of September 1, 2026:

San Luis Reservoir Total Storage:	<u>1,287,386 AF</u>
San Luis Reservoir Federal Storage:	<u>428,772 AF</u>
San Luis Reservoir % of Total Capacity	<u>63%</u> (100% = 2,041,000 AF)
San Luis Reservoir Federal % Share	<u>34%</u>

Average 781,740 AF – As of Sep 1 – Overall at 165% of average

Panoche Update as of September 1, 2026:

USBR 2026 Water Balance:	<u>19,125 AF</u> (28%)
USBR Resch. Water Balance	<u>0 AF</u>
August, 2026 Grower Deliveries:	<u>6,036 AF</u>
Total Deliveries to date (Mar-Aug):	<u>42,522 AF</u>

The water figures do not include the Drought Pool of 2,202 AF, or the banked water of 1,500 AF.

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

- The July O&M billings, Interest billings, and M&I Water billings were completed and mailed out.
- August's Water Usage, Interest, and M&I Billings will go out on 9/15/2026.
- Worked with CCID/FCWD to color SJRECWA transfers, colored all other water, and will report August's Water, M&I, and Transfer Usage for PWD for the DMC and SLC to SJRECWA/SLDMWA/USBR/DWR.
- Will finalize the Water Payment Summaries for the DMC & SLC to the USBR & SLDMWA for August.
- Finalized the PDD and PWD Board Meeting Minutes for last month's meetings. (CDD's too)
- Reconciled all the bank statements and Fresno County Fund for the month of August and posted any interest in the GL for all Districts / Scanned them all onto the server.
- Processed the Board Meeting AR Reports for PDD & PWD.
- Reached out to growers regarding their delinquencies for both PDD & PWD
- Verified USBR BORWORKS Delivery & Charges Reports for the DMC/SLC for July.
- Still working on a project for Juan of the overall District map APN's and ownership / researching and updating to current / Currently on Division I out of V. (Juan has completed Sections 3, 4, and 5 already).
- Updated the Water Forecast spreadsheet as of 9/1/26 for the board meeting.
- Allocated all transfer in water and well water pumped to grower's accounts prior to billing.
- Kept updated a "No Delivery Water List" for the canalmen letting them know who is low on water, or no longer has water to accept water orders / Working with the growers on the list to bring them to current / Also notes delinquencies, if any.
- Processed a water transfer for Gargiulo to Westlands WD & coordinated it with Jose Rangel and the USBR.
- Attended a zoom meeting with Patrick and Phil to discuss the M&I Water Applications.
- Scanned some requested information over to the PWD auditors.
- E-mailed the growers about the add'l 3% USBR allocations and updated the grower's books in Storm to show the add'l allocation.
- Finalized the USBR spreadsheet showing rescheduling allotments / Water Usage estimated to 2/28/2027.

Ms. Reyes presented the Board with the District's Water Accounting Spreadsheet for August for WY 26-27, a graph of the current reservoir conditions, as well as graphs specific to the San Luis Reservoir, and a Water Forecast as of 9/1/26 spreadsheet.

Water Resources Manager Juan Cadena reported that staff is currently working with Fresno County reviewing a list of APN's and once the review has been completed, any outstanding refunds will be processed accordingly. Mr. Cadena also presented the board with a total water delivery graph for the month of August, as well as water quality graphs for the District.

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

- General Maintenance.
- Staff repaired the head gate at 509 box. (Shields Ave)
- Staff made repairs to Old Station pipeline. (Pump #1)
- Staff made repairs to turnout # 48 box. (Lateral 1)
- Staff made repairs to Raw water line backflow and meter piping. (Bennett Rd)

- Contour Canal Project – Just waiting for wintertime to install gates, once we can dewater the canal.
- Weed Control – Staff sprayed PWD main canal, T-Canal, Lateral 2, and Russell lift. Canal treatments at T-Canal and Russell lift.
- Water Treatment Plant – Weekly site visits. (Mondays & Fridays)
- Pacheco WD – No Activity.
- GBA - No Activity.
- Preventative Pump Maintenance Plan. (work in progress)
- AgMonitor –

Mr. Carlucci reported to the board that the last two summers there have been issues with Station 2 with the electrical panels. PG&E has come out and inspected Station 2 and found that the main breaker needs to be replaced and the pump station needs to be re-done. Failure to do so could result in a danger of electrocution. Mr. Carlucci has acquired a quote that would involve switch gear, new wiring, new boxes, and new soft starts.

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

- I. Update on Forefront Solar Project
- II. Update on USBR Water Smart Grant Project for Contour Canal and Expenses

Ethics and Compliance:

- No calls were reported to the Hotline for the month of August.
- Updated Emergency Action Plan to include AED's and will train.
- Attended Ethico Training.

Risk Management:

- Safety Compliance Company conducted safety training on In Case of Serious Injury.

Contract Administration:

- Contour Canal – Semi-annual report due 10/1.
- PWD – Uncontested election.
- PDD – Uncontested election.
- Prop 84 – Budget update with Engineer Chris Linneman and monthly meetings scheduled to begin with DWR for the 16th.

D. Accounting Supervisor Marlene Brazil, in the absence of Human Resources Diana Moses, reported on the following risk management and human resources activities that occurred in August:

Workers' Compensation Update: No Changes

Currently there are two active open workers' compensation claim:

- The employees' claim has been resolved with 0% permanent disability: however, the employee does have future medical. According to the labor code, the claim will remain open for 2 years from the last treatment, which was on 1/20/25, and can be closed as of 1/20/2027.
- There were no new claims for August.

Training:

- Mrs. Diana Moses attended the 2026 Regional HR Group Training, which covered several key human resources topics and discussions, including **Workmen's Compensation and Employment Practices, Resolving Performance Issues, and Leaves of Absence.** The training featured presentations and insights from representatives of **ACWA-JPIA, LCW Legal, and Regional Government Services.** The sessions provided valuable

information and practical guidance on addressing workplace and employment -related matters, managing employee performance issues, and effectively handling leave of absence processes.

- E. **Other Matters:** GM McGowan noted that there were no other matters to discuss.

BOARD TO RECEIVE UPDATES ON CROP REPORT/MAP AND WATER BUDGET

Water Resources Manager Juan Cadena presented the Board with an updated crop map highlighting the different crops grown throughout the District. Mr. Cadena noted that acreage totals would be the last item added.

BOARD TO RECEIVE AN UPDATE ON CONTOUR CANAL BUDGET-RELATED QUESTIONS

General Manager Patrick McGowan noted that some discussion had already taken place, but further follow-up would be discussed in Closed Session.

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

General Manager Patrick McGowan reported on various items that had been completed, or were ongoing, on the Action Items List presented – dated August 11th, 2026, and answered any questions that the Board had.

GENERAL MANAGER'S REPORT

GM McGowan gave the following manager update for the month of August.

A. SGMA:

I. GSP Public Comments:

GM McGowan reported public comments have been received during the comment period for the Amended Groundwater Sustainability Plan (GSP). The GSP is currently being reviewed and GM McGowan noted that staff will continue to monitor the review process and advocate for measures that protect critical infrastructure while remaining technically supported, locally targeted, and operationally workable for the District.

II. Groundwater Level Exceedances:

GM McGowan reported that the District has consistently taken a proactive and aggressive approach toward groundwater management, with the objective of addressing overdraft, protecting groundwater conditions, and maintaining groundwater levels consistent with our GSP 2015 baseline conditions. The District is taking monthly readings. GM McGowan noted that at the CDMGSA meeting discussions centered on setting fees for not having wells registered and moving forward with volumetric pumping.

- B. Domestic Water Treatment Plant PER Update:** GM McGowan presented the Board with an Action Checklist that Black Water Engineering Group is working on noting that the funding application will take twelve to eighteen months to complete.

- C. YUBA Water:** GM McGowan reported that additional YUBA water is available. This non-project water can be carried over into the subsequent water year. The board agreed to take an additional 1,000 acre-feet.

- D. Water Supply, Storage, and Conveyance Discussions:** GM McGowan reported that the District does still have water in storage and will try to send more this year, if possible.

- E. Fresno County:** GM McGowan reported that the District is currently working with Black Water Engineering Group on incorporating the “fire suppression system” into our Domestic Water Grant that we have requested an extension on.

- F. Forefront Solar:** GM McGowan reported that PTO has been requested. Construction beginning on the Linneman Solar Project on 9/14/26. GM McGowan also noted that Mr.

Carlucci submitted a proposal to Forefront having the District address the weed control at the solar sites.

At approximately 11:14 am, President Barcellos announced that the Water District would be taking a short break.

At approximately 11:19 am, President Barcellos announced that the Water District meeting would resume picking up on Agenda Item 19.

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

No other items.

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

At 11:59 am, the Board met in Closed Session to have discussions with legal counsel related to anticipated litigation. At 12:01 am, Mr. Williams reported that no reportable actions were taken in Closed Session.

PANOCHÉ WATER DISTRICT CLOSED SESSION:

At 11:20 am, the Board met in closed session to have discussions with legal counsel related to anticipated and existing litigation. At 11:58 am, Mr. Williams reported that no reportable actions were taken in Closed session.

FUTURE MEETING DATES

A. Next Regular Board Meeting Date: October 13th, 2026, at 9:30 am.

ADJOURNMENT

With no further business, President Barcellos adjourned the meeting at 12:06 pm

Aaron Barcellos, President

Steve Fausone, Secretary



PANOCHÉ WATER DISTRICT

Emergency Action and Evacuation Plan

**52027 West Althea Ave., Firebaugh, CA 93622
(209) 364-6136**

Revised September 21, 2026

Panoche Water District	Emergency Action and Evacuation Plan	Date(s): Revised September 21, 2026
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In compliance with:

California Code of Regulations
Title 8, Section 3220

This Emergency Action and Evacuation Plan will be reviewed annually.

Introduction

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

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

District Contact Information

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

Panoche Water District

(Office Name)

Patrick McGowan	(209) 364-6136	pmcgowan@panochewd.org
(General Manger)	(Phone)	(Email)

Josh Marquez	(209) 268-8031	jmarquez@panochewd.org
(Designated Safety Contact – Ethics & Compliance Officer)	(Phone)	(Email)

Chris Carlucci	(209) 509-9951	ccarlucci@panochewd.org
(Alternate Designated Safety Contact 1 – O&M Manager)	(Phone)	(Email)

Juan Cadena	(559) 474-0541	icadena@panochewd.org
(Alternate Designated Safety Contact 2 – Water Resources Manager)	(Phone)	(Email)

Panoche Water District Emergency Contact Information

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

PWD Emergency Contact Information Rev. 9/2026

Emergency Protocols-Alert and Notification

Reporting Emergencies

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

You should call 9-1-1

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

Provide the following information

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

Alert and Notification of Employees

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

- Audible alarms
- Visual alarms/signals
- Verbal notification
- Alert system _____
- Website _____

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

Primary Method: Verbal notification

Additional notifications:

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

Emergency Protocols-Evacuation

Evacuation Procedures and Routes

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

Evacuation Types

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

Prior to Exiting

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

Evacuation Routes/Exiting the Building

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

Persons involved with developing the EAP need to address how to evacuate employees and visitors with special needs that are unable to evacuate on their own. Training and equipment will be provided to assist in the evacuation of individuals who need assistance during an emergency. This is not always easy to do. People using wheelchairs or those with other visible disabilities come to mind immediately. However,

others may require assistance, but may not appear to have a disability or people who may not even realize they need assistance. Many employees do not think they will require assistance, but may have a condition like asthma, heart disease, or pregnancy which can reduce stamina to the point of needing help in an actual emergency.

Assembly Areas

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

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

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

***Assembly Areas updated September 21, 2026**

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

Assigned Job Responsibilities

Assembly Area Manager Duties

It is recommended that the senior employee or their designee acts as the Assembly Area Manager. The Assembly Area Manager should be responsible for taking roll call and therefore it is imperative that *before* an emergency the ECO and Assembly Area Manager work together to ensure an updated employee roll call sheet is available and accessible at the time of the emergency. Ideally, the person responsible for roll call will take a personnel list (Roll Call Sheet) before leaving the building. The Assembly Area Manager should report any injuries in need of immediate care to First Responders. Any other minor injuries should be documented and reported to the ECO at 209-268-8031.

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

Responder Liaison Duties

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

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

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

Procedures for Employees Who Remain to Operate Critical Operations

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

CPR/First Aid/AED Training

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

Employee Name:	Certification:	Issued	Expires
Chris Carlucci	CPR/First Aid/AED	07/30/2025	07/30/2027
Amanda Navarro	CPR/First Aid/AED	07/30/2025	07/30/2027
Josue Marquez	CPR/First Aid/AED	07/30/2025	07/30/2027
Rafael Marquez	CPR/First Aid/AED	07/30/2025	07/30/2027
Zachary Huarte	CPR/First Aid/AED	07/30/2025	07/30/2027
Joseph Westbrook	CPR/First Aid/AED	07/30/2025	07/30/2027
Jose Pimentel	CPR/First Aid/AED	07/30/2025	07/30/2027
Anthony Zavala Sr.	CPR/First Aid/AED	07/30/2025	07/30/2027
Roger Candelaria	CPR/First Aid/AED	07/30/2025	07/30/2027

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

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

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

exercise is critical. If possible, contact the local fire authority to encourage their participation.

Signatures

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

<i>Josue Marquez – Ethics & Compliance Officer</i>	<i>(Date)</i>
<i>(Designated Safety Contact) – Job Title</i>	

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

<i>Chris Carlucci – O&M Manager</i>	<i>(Date)</i>
<i>(Alternate Designated Safety Contact 1 – Job Title)</i>	

<i>Juan Cadena – Water Resources Manager</i>	<i>(Date)</i>
<i>(Alternate Designated Safety Contact 2 – Job Title)</i>	

EVACUATION MAP(S) HERE:

EVACUATION MAP

Panoche Water District

Facility Name: Water Treatment Plant

Updated on 9/2026



Meeting point here, behind tanks, near canal.

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



LEGEND:



Exit/Salida



Meeting Point/ Punto de Encuentro



Fire Extinguisher/ Extintor de incendios



Spill Kit/ Kit de derrame



Eye Wash/Shower Station/
Lavaojos/estación de ducha



First Aid # 8/
Botiquín de primeros auxilios #8



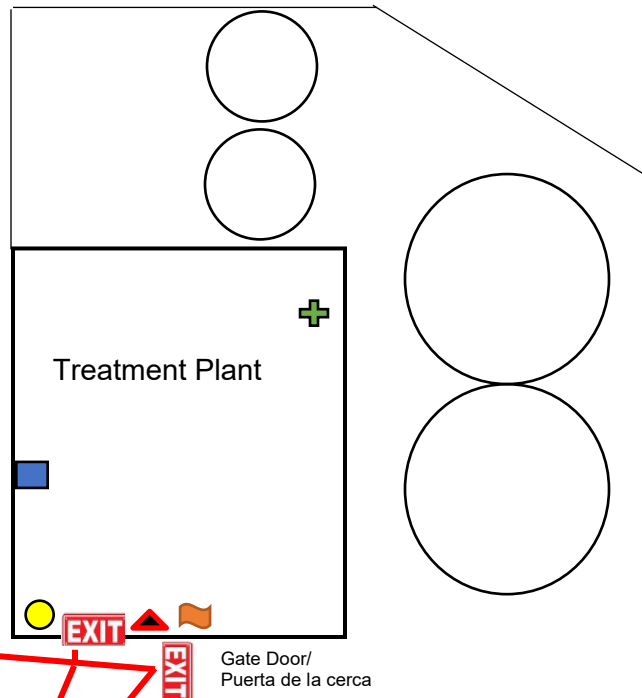
Fence/ cerca



Route to meeting point/
Ruta para llegar al punto de encuentro



SDS Information for chemicals used
only in the treatment facility/
Información SDS para productos
químicos utilizados únicamente en la
instalación de tratamiento



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

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



Althea Ave.

EVACUATION MAP- SATELLITE MEETING POINT
Panoche Water District
Facility Name: Water Treatment Plant
Updated on 9/2026

LEGEND:

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



EVACUATION MAP

Panoche Water District

Facility Name: Main Office

Updated on 9/2026

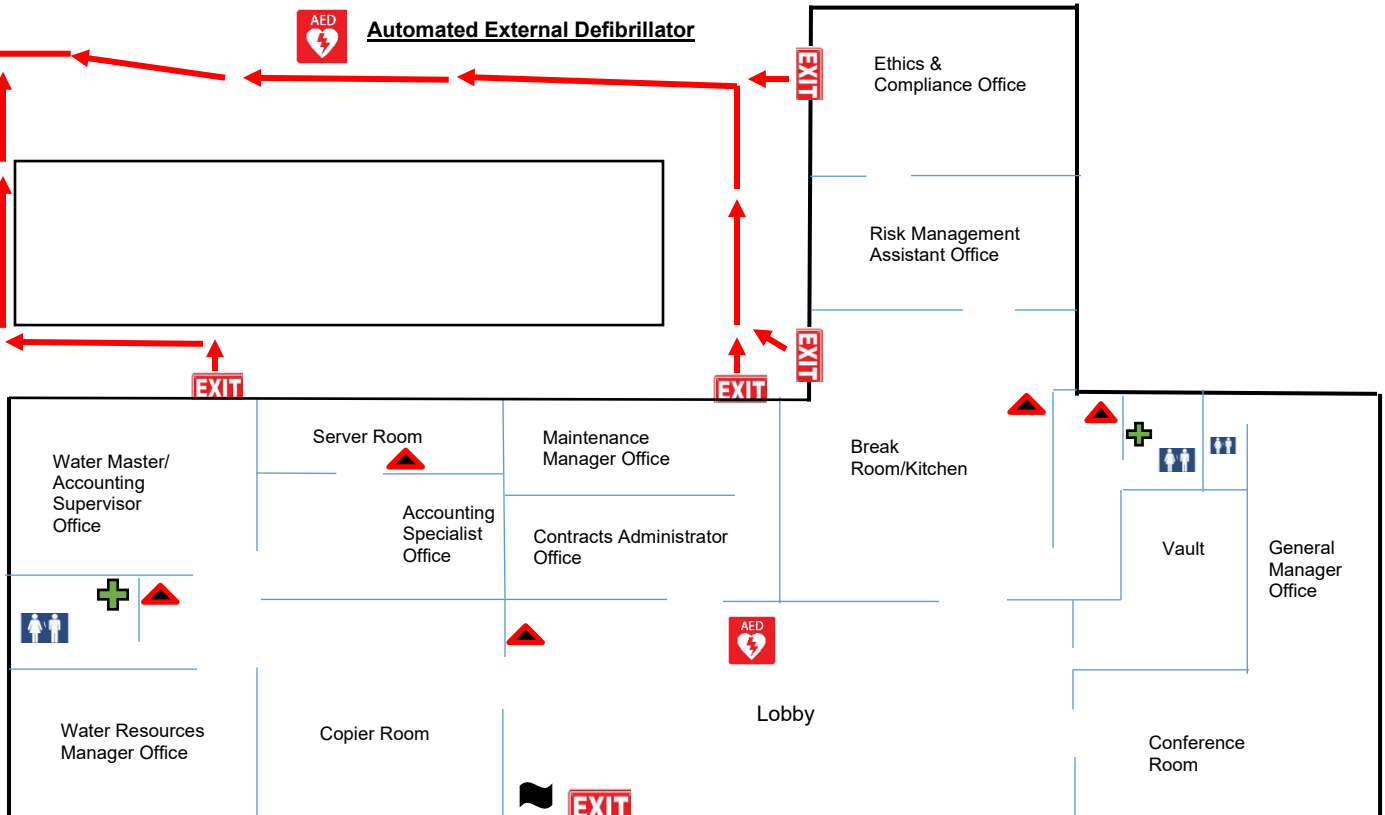


LEGEND:

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

Meeting point here,
yard area to side of
Trailer.

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



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

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



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

Updated on 9/2026

LEGEND:

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



EVACUATION MAP

Panoche Water District

Facility Name: Supply Room Trailer

Updated on 9/2026



LEGEND:

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

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

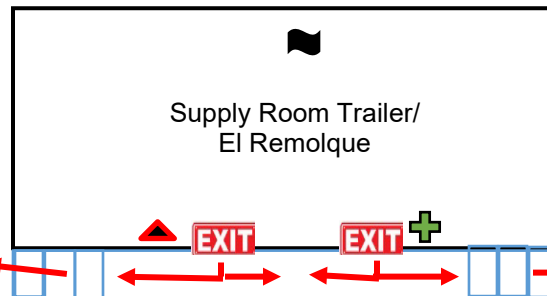
Punto de encuentro aquí, en la parte trasera, área del patio.



Meeting point here, yard area to side of Trailer.

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

Orleans Ave.



EVACUATION MAP- SATELLITE MEETING POINT

Panoche Water District
Facility Name: Supply Room Trailer
Updated on 9/2026

LEGEND:

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



EVACUATION MAP

Panoche Water District

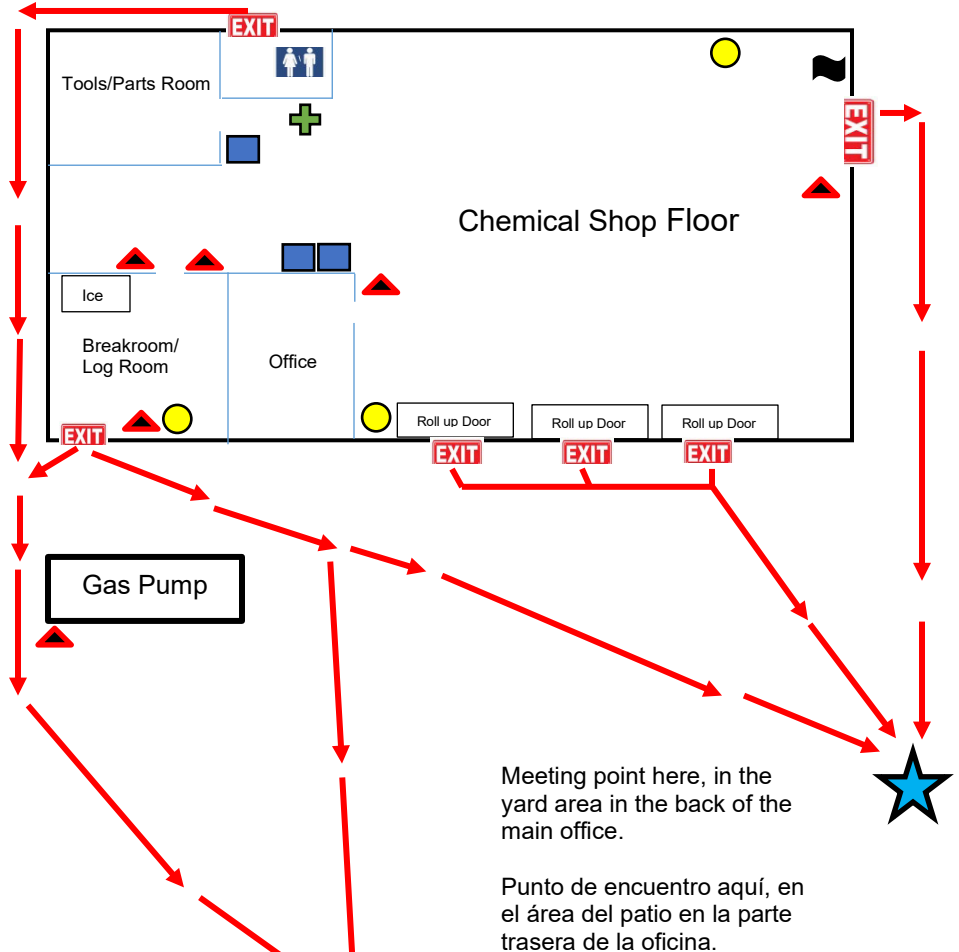
Facility Name: Chemical Shop

Updated on 9/2026



LEGEND:

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



EVACUATION MAP- SATELLITE MEETING POINT

Panoche Water District
Facility Name: Chemical Shop
Updated on 9/2026

LEGEND:

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



EVACUATION MAP

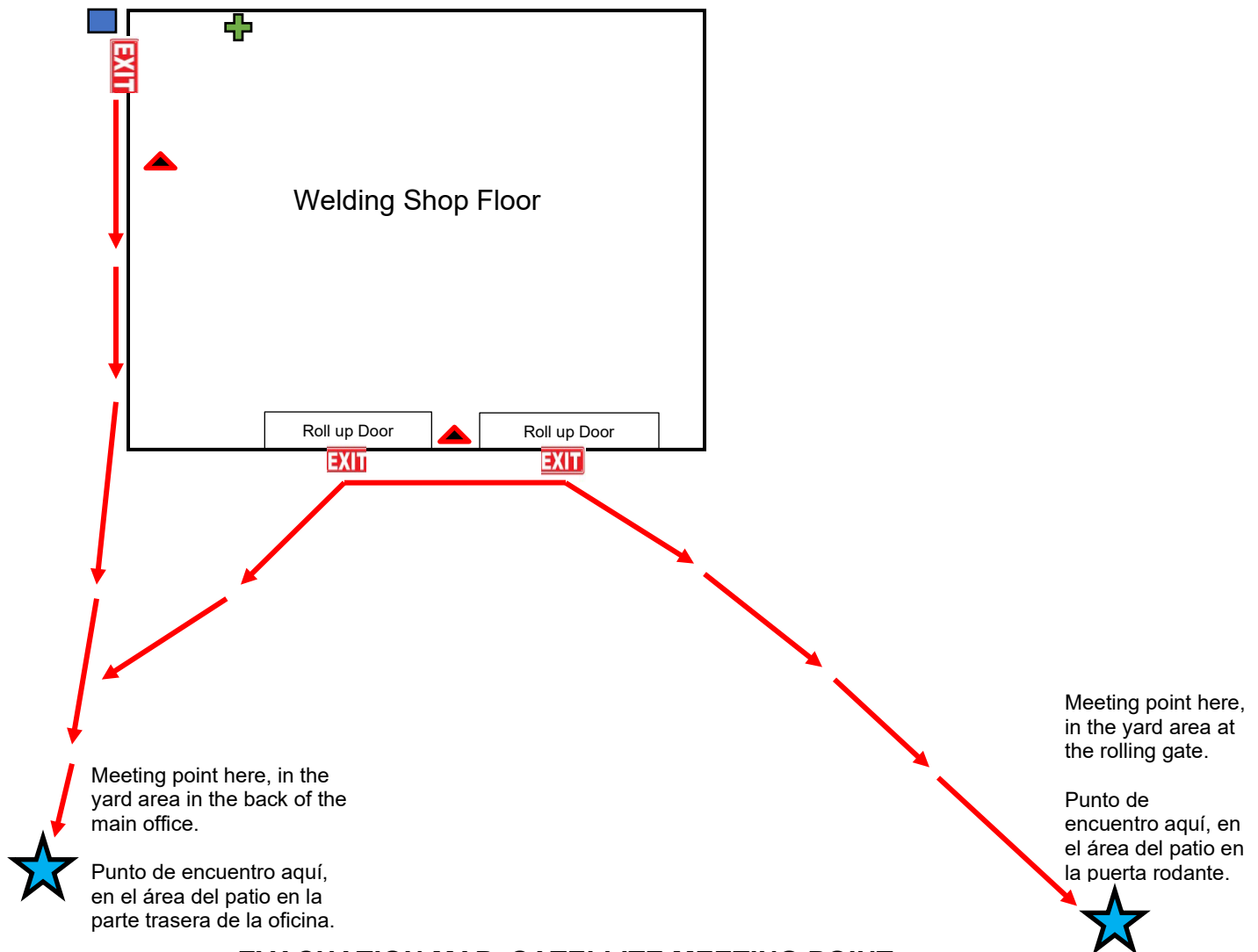
Panoche Water District

Facility Name: Welding Shop

Updated on: 9/2026

LEGEND:

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



EVACUATION MAP- SATELLITE MEETING POINT

Updated on: 9/2026

 Meeting Point/ Punto de Encuentro

 Route to meeting point/
Ruta para llegar al punto de encuentro



PWD Emergency Action & Evacuation Plan
Revised 9/21/2026

Panoche Water District

Facility Name: Meter Shop & Records Room

Updated on: 9/2026

LEGEND:



Exit/Salida



Meeting Point/Punto de Encuentro



Route to get to meeting point/
Ruta para llegar al punto de encuentro

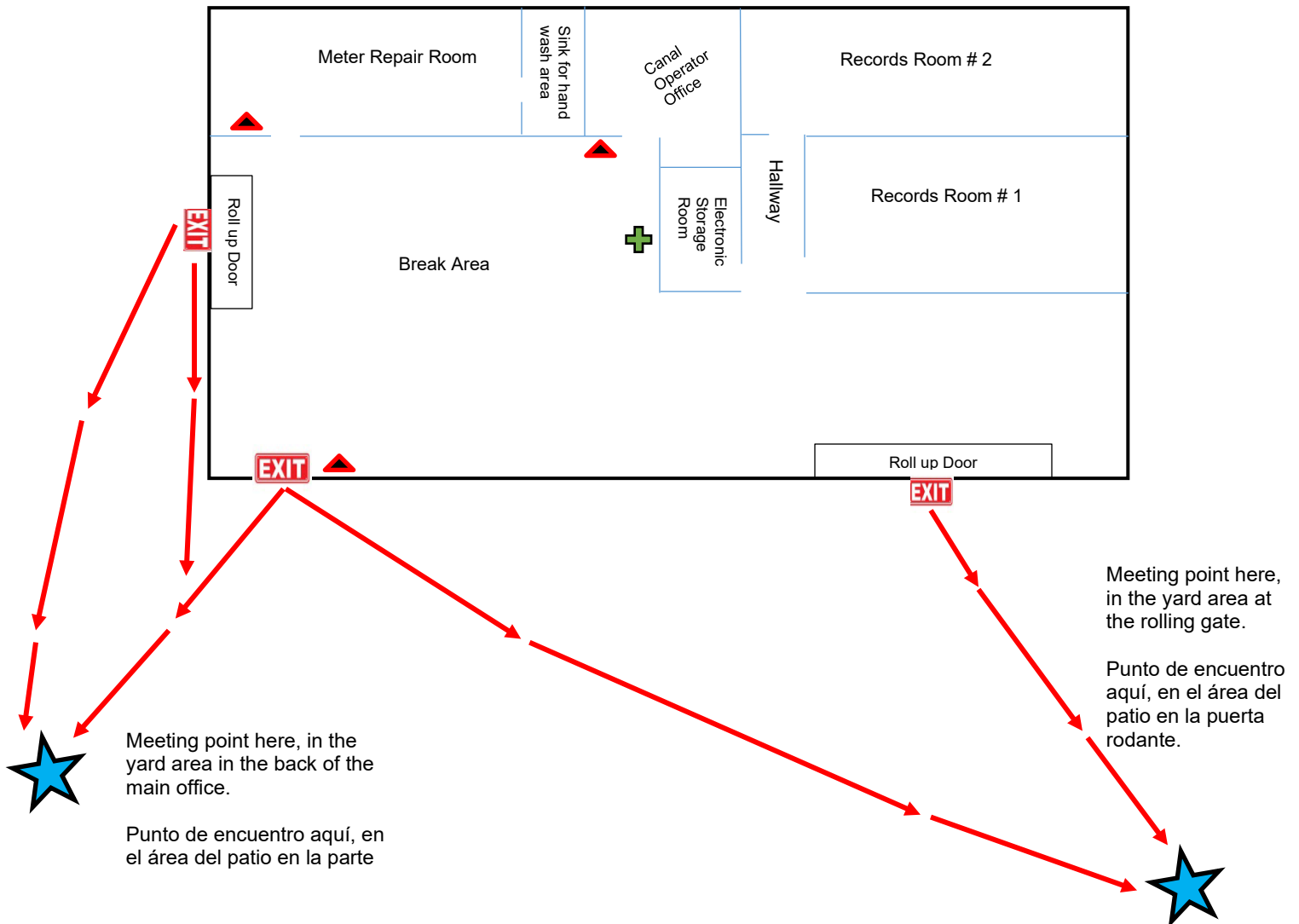


Fire Extinguisher/ Extintor de incendios



First Aid #6
Botiquín de primeros auxilios #6

Fence/ Cerca



EVACUATION MAP- SATELLITE MEETING POINT

Panoche Water District
Facility Name: Meter Shop & Records Room
Updated on: 9/2026

LEGEND:

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

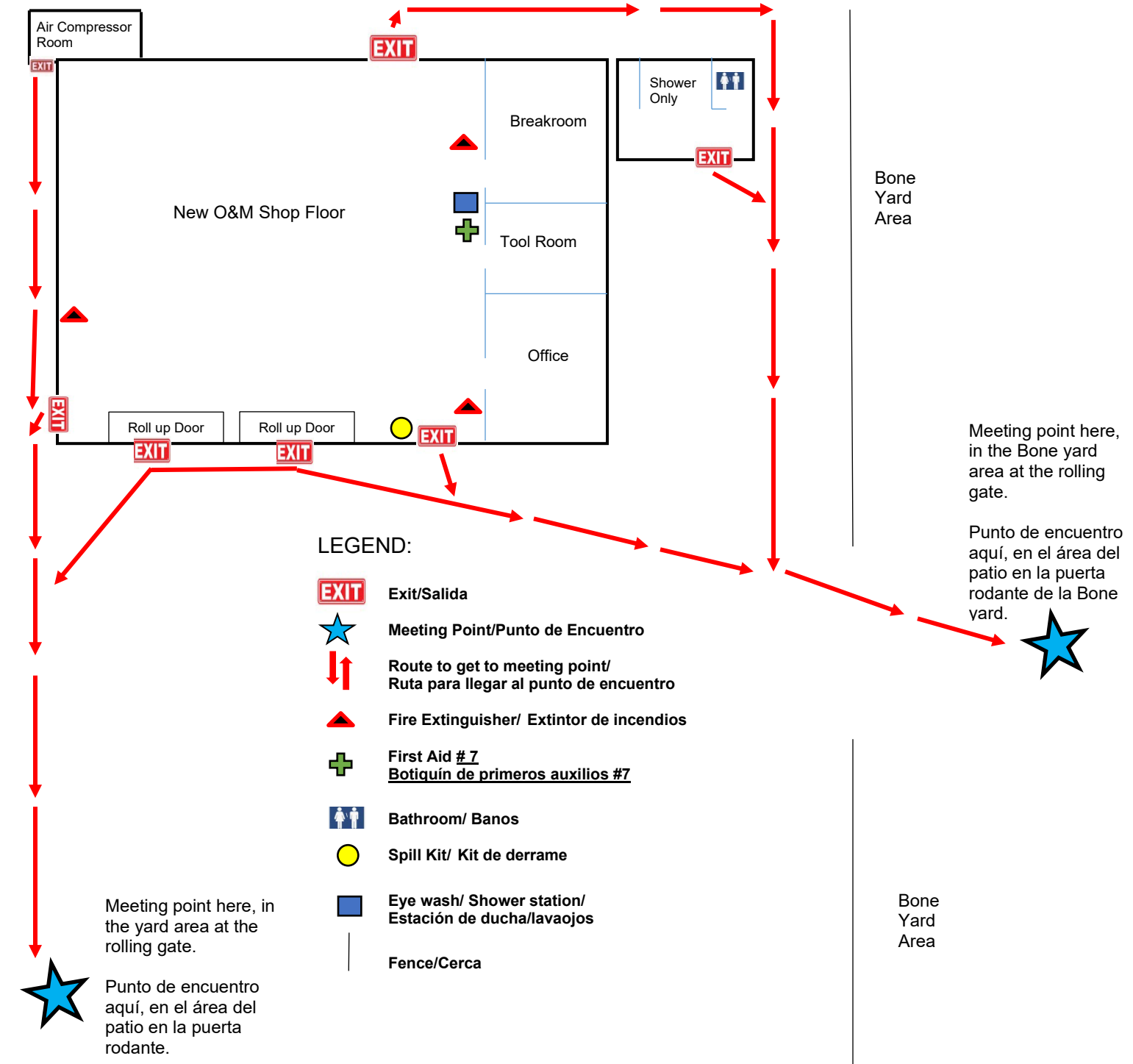


EVACUATION MAP

22

PWD Emergency Action & Evacuation Plan
Revised 9/21/2026

Panoche Water District
Facility Name: New O&M Shop
 Updated on: 9/2026



EVACUATION MAP- SATELLITE MEETING POINT

Panoche Water District
Facility Name: New O&M Shop
Updated on: 9/2026

LEGEND:

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



Panoche Water District

Roll Call Sheet

Date: _____

Office Location: 52027 West Althea Avenue Firebaugh, California 93622

The Ethics & Compliance Officer (ECO) is responsible for maintaining a current list of personnel in the District. Assembly Area Managers and Designated Safety Contact personnel should have a copy to complete roll call during an emergency and shall turn it into ECO.

Assembly Area Manager or Designee Name: _____

Designated Safety Contact Name: _____

Meeting Location:

General Manager

Employee Name	Work Mobile Phone	Building	Status/Location
Patrick McGowan	209-906-2662	All	

Accounting and Finance Department

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

Chemical Applications Department

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

Contracts Administration Department

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

Ethics & Compliance Department

Employee Name	Work Mobile Phone	Building	Status/Location
Josue (Josh) Marquez	209-268-8031	Main Office	
Diana Moses	209-600-1916	Main Office	

Maintenance Department

Employee Name	Work Mobile Phone	Building	Status/Location
Chris Carlucci	209-509-9951	All	
Rafael (Ralph) Marquez	209-704-3074	All	
Arnold Jorge	209-628-1874	All	
Jesus Farias	559-514-4028	All	
Joseph (Joey) Westbrook	209-704-6163	All	
Zachary Huarte	209-906-0477	All	
Victor Jimenez	209-704-0009	All	

Water Operations Department

Employee Name	Work Mobile Phone	Building	Status/Location
Juan Cadena	559-474-0541	All	
Miguel (Mike) Gonzalez	209-617-2946	Main, Meter Shop	
Sandra Reyes	209-704-3445	Main Office	
Roger Candelaria	559-505-0422	Main, Meter Shop	

Visitors

Visitor Name	Contact Number	Status/Location

Training Topics

Fire Emergency Procedures

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

Earthquake Emergency Procedures

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

Evacuation of the Disabled

- a. If assistance is not immediately available, disabled persons should stay in the exit corridor or at the nearest assembly area, if evacuation occurs. An Emergency Responder will advise Emergency Services Personnel of the location of the disabled person(s) in the event all other actions fail.

Serious Injury

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

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

Hazardous Materials

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

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

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

Sheltering-in-Place

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

General Guidelines on how to Shelter-in-Place

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

Specific for a Hazardous Material Incident

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

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

Survival Strategies for an Active Shooter

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

Active Shooter

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

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

Bomb Threats

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

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

Workplace Violence

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

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

PANOCHÉ WATER DISTRICT
Training Roster

Date: _____

Training Subject: _____

Training Conducted by (Name and Title): _____

Type: ☐ Initial training ☐ Annual training ☐ Changes and/or Updates

EMPLOYEE NAME	EMPLOYEE SIGATURE

PANOCHÉ WATER DISTRICT

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



MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: Patrick McGowan / Sandra Reyes

SUBJECT: Request to Transfer Water from Almendra Properties III, LP

DATE: October 13, 2026

I received a phone call from Shawn Ketcher asking to transfer 200 AF of his USBR Allocation to San Luis WD.

Almendra's entities have a current USBR balance of 945 AF and purchased 1,130 AF of Supplemental Water in total.

District's Recommendation:

As the proposed transfer poses no detriment to the District, we recommend approval of Mr. Ketcher's request to transfer a portion of his USBR supply.

PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: AUTHORIZE EXECUTION OF MASTER SERVICES AGREEMENT AND
MUTUAL NONDISCLOSURE AGREEMENT

DATE: OCTOBER 13, 2026

Background

ForeFront Power and Panoche Water District have agreed that the most efficient process would be for Panoche to provide vegetation-management services associated with its facilities. The proposed arrangement would allow District staff to perform mowing, herbicide spraying, and general weed-abatement work so that vegetation is controlled appropriately and on a timely schedule.

District Benefit

District staff are familiar with local vegetation conditions, access needs, and the timing required to keep weeds under control. Having Panoche perform this work should provide better coordination and allow mowing and spraying to occur when conditions require it rather than waiting for a separate contractor. It also gives the District greater visibility over weed-abatement activities occurring around facilities within or adjacent to District operations.

Recommendation

Staff recommends that the Board authorize the General Manager to finalize and execute the Master Services Agreement with ForeFront Power and related work order(s), subject to final review of the scope, compensation, insurance, and other contractual requirements. The intent is for Panoche to provide mowing, spraying, and weed-abatement services in a safe, timely, and appropriate manner.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) dated _____, 20__ is by and between Forefront Power, LLC, a Delaware limited liability company, located at 255 California St., Ste 900, San Francisco, CA 94111 (“Owner”), and [Insert Consultant name], a [Insert state of formation and type of entity] (“Consultant”). Owner and Consultant may be referred to herein individually as a “Party” or collectively as the “Parties”).

Agreement

1. Retention of the Consultant; Term. Subject to the terms and conditions set forth in this Agreement, Owner hereby retains Consultant to perform the services set forth in this Agreement, and Consultant accepts such retention on the terms and conditions set forth in this Agreement. This Agreement shall be effective as of the date first written above and continue for a period of [Insert # of months/years] (“Term”) unless earlier terminated by either Party pursuant to the terms hereof. The Term may be extended by mutual written agreement of the Parties.

2. Scope of Work. The services to be performed by the Consultant under this Agreement (the “Services”) shall be described in a Work Order, the form of which is attached hereto as Exhibit A of this Agreement, which, upon execution by both parties, shall become part of and subject to this Agreement.

3. Compensation and Payment. The Consultant's compensation and payment for the Services (the “Fee”) shall be set forth in the applicable Work Order and shall be the sole compensation for Services. Invoices shall be submitted monthly and payments to Consultant shall be made within 30 days of receipt of invoices. Except as otherwise provided in the applicable Work Order, Consultant shall be entitled to reimbursement from Owner for all expenses reasonably incurred in the performance of the Services; provided, that (i) any reimbursements in excess of fifty dollars (\$50) must have documented receipts and prior written approval of Owner, and (ii) any such reimbursements will be at Consultant's actual cost.

4. Independent Contractor. Consultant agrees to perform the Services as an independent contractor and not as an agent or employee of Owner, its parent, subsidiaries or affiliates. Consultant is not granted any right or authority or responsibility expressed, implied or apparent on behalf of or in the name of Owner to bind or act on behalf of Owner.

5. Taxes. Consultant, and not Owner, shall be solely responsible for all taxes incurred by Consultant in connection with its performance of the Services, including, but not limited to, (i) all withholding, social security and other taxes of Consultant's employees and (ii) all taxes with respect to Consultant's compensation.

6. Business Records. Consultant shall maintain books and records supporting all costs for the Services performed under this Agreement. During Consultant's normal business hours for the duration of this Agreement, and for a period of two (2) years thereafter, Owner shall have access to such books and to all other records of Consultant as required to verify reimbursable costs and to otherwise ensure compliance with the terms of this Agreement.

7. Confidentiality; Publicity. Consultant acknowledges that it has entered into a Non-Disclosure Agreement (“NDA”) with Owner dated as of [_____, 20__] and agrees to comply with the terms of such NDA. Consultant's obligations under the NDA shall terminate in accordance with the terms of the NDA. Without limiting the foregoing, Consultant shall not make any public disclosures regarding Owner, the Services or the project for which it is performing the Services without the prior approval of Owner.

8. Non-Exclusivity and Conflicts of Interest. Nothing in this Agreement shall prevent Consultant from accepting work from parties other than Owner during the Term of this Agreement, except those that would represent a conflict of interest with work undertaken pursuant to this Agreement. Consultant agrees to notify Owner of potential conflicts of interest that Consultant is aware of as they pertain to the work being performed by Consultant for Owner.

9. Work Product. Consultant and Owner agree that Owner, not Consultant, shall own all rights (including all intellectual property rights), title and interest to any and all work products resulting from the Services performed hereunder. Consultant hereby assigns all rights (including all intellectual property rights), title and interest in work products resulting from this Agreement. At the request of Owner, Consultant shall, without further consideration, execute all papers and documents and perform all other acts necessary or appropriate to evidence or further document Owner's ownership of the work product. Owner expressly acknowledges and agrees that Consultant's use of its proprietary computer software, methodology, procedures, or other proprietary information in connection with the Services shall not be deemed as a transfer of rights with respect to such proprietary computer software, methodology, procedures, or other proprietary information.

10. Standard of Performance. Consultant shall perform the Services in accordance with (i) the standards of care, diligence, skill and judgment normally exercised by qualified, licensed professional firms and individuals with respect to services of a similar nature to the Services; (ii) recognized and sound consulting practices, procedures and techniques; (iii) all applicable laws and regulations, including (without limitation) licensing laws and regulations; and (iv) the terms of the scope of Services detailed in the Exhibit A.

11. Termination. Either Party shall have the right to terminate this Agreement for its convenience in whole or in part at any time, upon seven (7) days prior written notice to the other Party. In the event of such termination, Consultant shall be paid for Services provided to the termination date. If Owner terminates this Agreement as a result of Consultant's failure to comply with its obligations hereunder, Consultant shall be liable to Owner for all damages arising therefrom and Owner shall have the right to offset any payment for Services with the amount of any and all damages relating to Consultant's failure to comply with the terms hereof. Consultant shall take all reasonable steps to minimize termination costs.

12. Modifications. No amendment or modification to this Agreement shall be effective unless made in writing signed by both Parties.

13. Assignment. This Agreement and all of Consultant's rights, duties and obligations under this Agreement are personal in nature and shall not be subcontracted, assigned, delegated or otherwise disposed of by Consultant without the prior written consent of Owner. Owner may transfer its rights and obligations under this Agreement to affiliates of Owner and to special purpose entities into which Owner may make an investment and for purposes of providing collateral security in connection with any financing.

14. Liability Limitation. In no event shall either Party be liable to the other party whether in contract, tort or otherwise for loss of profits, loss of revenues, loss of savings, loss of business, or any indirect, incidental, special, exemplary, punitive or other consequential damages, whether under tort, contract, or other theories of recovery, other than in cases of gross negligence or willful misconduct.

15. Insurance. Consultant shall maintain the following insurance coverage. An insurance certificate (or copy of insurance policy) and a completed Federal Form W-9 must be provided to the Owner within ten (10) Business Days of the execution of this Agreement and must be in effect throughout the term

of this Agreement. Consultant is also responsible for its subcontractors maintaining sufficient limits of the same insurance coverage.

a) Workers' Compensation and Employers' Liability.

(i) Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Consultant performs work.

(ii) Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

b) Commercial General Liability.

(i) Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(ii) The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit.

(iii) Coverage shall: a) by "Additional Insured" endorsement add as insureds Owner, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Consultant; and b) be endorsed to specify that the Consultant's insurance is primary and that any insurance or self-insurance maintained by Owner shall not contribute with it.

b) Business Auto.

(i) Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, codes 7 and 8, for hired and non-owned autos.

(ii) The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

(iii) Notwithstanding the foregoing, Consultant indemnifies Owner from all loss, claims, costs, and liabilities, resulting from or arising out of Consultant's use of any automobile in connection with the performance of this Agreement.

c) Professional Liability Insurance.

(i) Errors and Omissions Liability insurance appropriate to the Consultant's profession. Coverage shall be for a professional error, act, or omission arising out of the scope of services shown in the Agreement.

(ii) The limit shall not be less than \$1,000,000 for each claim. If coverage is subject to an aggregate, this aggregate limit shall be twice each claim limit.

d) Additional Insurance Provisions.

(i) Simultaneous with Consultant's execution of this Agreement, Consultant shall furnish Owner with certificates of insurance and endorsements of all required insurance for Consultant.

(ii) The documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to Owner

(iii) Owner may inspect the original policies or require complete certified copies, at any time.

(iv) Upon request, Consultant shall furnish Owner the same evidence of insurance for the subcontractors as Owner requires of Consultant.

16. **HAZARDOUS MATERIALS:** Consultant shall be responsible for complying with all applicable laws with respect to the removal and proper disposal of all Hazardous Materials brought onto the location where the Services are to be performed as detailed in the Work Order (the "Site") or generated by Consultant or by any of its subcontractors in the course of performing the Services. Consultant shall defend, indemnify and hold the Owner harmless from and against any and all losses, damages, expenses, fees, claims, costs and liabilities (including, but not limited to, attorneys' fees and costs of litigation) arising out of or in any manner related to the release or threatened release of any Hazardous Materials brought onto the Site or generated by Consultant during the course of performing the Services. It is expressly understood that this responsibility includes protecting the Owner from any clean-up responsibility imposed on the Owner under any applicable laws.

Consultant shall not be responsible for any pre-existing Hazardous Materials at the Site. Consultant shall provide written notice to the Owner immediately upon the discovery of any pre-existing Hazardous Materials. Except in case of emergency, Consultant, or any of its subcontractors, shall not disturb, disrupt, remove, alter, dislodge, or otherwise handle any pre-existing Hazardous Materials at the Site without the prior written consent of the Owner. As appropriate, the Owner will issue an additional Work Order to Consultant for the removal of any pre-existing Hazardous Materials from the Site. Consultant shall defend, indemnify and hold the Owner harmless from and against any and all losses, damages, expenses, fees, claims, costs and liabilities (including, but not limited to, attorneys' fees and costs of litigation) arising directly out of Consultant disturbing or causing a release of any Hazardous Materials at the Site.

UNDER NO CIRCUMSTANCES SHALL THE CLIENT BE LIABLE FOR ANY INJURY TO CONSULTANT WHICH IS THE RESULT OF CONSULTANT'S EXPOSURE TO HAZARDOUS SUBSTANCES.

The term "Hazardous Materials" as used herein means any hazardous or toxic substance, materials or waste at any concentration that is or becomes regulated by the United States, the State of Arizona or any local governmental authority having jurisdiction over the Site. Hazardous Materials includes: (a) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (as it may from time to time be amended); (b) "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976; (c) any pollutant, contaminant or hazardous, dangerous or toxic chemical, material or substance, within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous or toxic waste, substance or material, now or hereafter in effect regarding the Site); (d) petroleum products; (e) radioactive materials; (f) asbestos; and (g) polychlorinated biphenyls ("PCBs") and substances or compounds containing PCBs.

17. **Notice.** All notices required under this Agreement shall be deemed given when sent by overnight courier or registered or certified mail, or when sent by telecopy, telegraph or other graphic, electronic means and confirmed by overnight courier or registered or certified mail addressed as follows:

If intended Owner, to:

Forefront Power, LLC
255 California St., Suite 900
San Francisco, CA 94111
Attention: Legal
Telephone: 855-204-5083
Email: FPlegal@forefrontpower.com

If intended for Consultant, to:

Tel. _____
Facsimile _____
Email _____

Either party shall have the right to change the address or name of the person to whom such notices are to be delivered by notice to the other party.

18. Law and Venue. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions. Any litigation between the parties shall be conducted in the state or federal courts of the State of California.

19. Waiver of Trial by Jury. Owner and Consultant hereby knowingly, voluntarily and intentionally waive the right to a trial by jury with respect to any litigation based hereon or arising out of, under or in connection with this Agreement. This provision is a material inducement for the parties entering into this Agreement.

20. Headings. The headings in this Agreement are provided for convenience of reference only and shall not affect the construction of the text of this Agreement.

21. Non-Waiver. No waiver of any provision of this agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

22. Cumulative Remedies. All rights and remedies of the parties under this Agreement shall be cumulative and the exercise of any one right or remedy shall not bar the exercise of any other right or remedy.

23. Severability. If any provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable, such circumstances shall not affect the validity of any other provision of this Agreement.

24. Survival. The obligations of the parties hereunder which by their nature survive the termination of this Agreement and / or the completion of the Services hereunder shall survive and inure to the benefit of the parties. Those provisions of this Agreement which provide for the limitation of or

protection against liability shall apply to the full extent permitted by law and shall survive termination of this Agreement and / or completion of the Services.

25. Complete Agreement. This Agreement is composed of this document and all exhibits hereto. This Agreement constitutes the entire and final agreement and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties, whether oral, written or implied.

26. Counterparts. This Agreement may be signed in counterparts, each of which may be deemed an original and all of which together constitute one and the same agreement.

[Signatures appear on the following page]

The parties have executed this Agreement effective as of the day and year first above written.

[INSERT NAME OF CONSULTANT]

FOREFRONT POWER, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
Form of Work Order

This Work Order shall be performed in accordance with the terms and provisions of Master Services Agreement dated _____, 20__ between Forefront Power, LLC (“Owner”) and _____ [name]. (“Consultant”). Upon execution by both Owner and Consultant, this Work Order shall be effective as of _____ [INSERT DATE] (the “Work Order Effective Date”).

Owner hereby authorizes the performance of, and Consultant agrees to perform, the following Services as of the Work Order Effective Date.

1. Scope of Work:

[INSERT DESCRIPTION OF SERVICES]

2. Fees:

[INSERT DESCRIPTION OF FEES]

- ☐ Time and Materials Rates [attached]
- ☐ Fixed Price : \$_____.
- ☐ Other _____

3. Invoices shall be directed to:

AP@forefrontpower.com

With a copy to:

[insert requestor/developer e-mail] _____

4. Additional Terms and Conditions:
(List any additional terms or conditions required)

[INSERT NAME OF CONSULTANT] Forefront Power, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this “Agreement”) is entered into as of October 1, 2026, (the “Effective Date”), between Panoche Water District, a California Water District having its principal place of business at 52027 West Althea Avenue, Firebaugh, CA 93622 and its majority owned worldwide subsidiaries (the “Company”) and Forefront Power, LLC, a Delaware limited liability company having its principal place of business at 255 California St., Suite 900, San Francisco, CA 94111.

1. **Confidential Information.** “Confidential Information” means all confidential, trade secret and/or proprietary information disclosed or made available by one party to the other, including but not limited to, (a) business plans, financial reports, financial data, employee data, customer lists, forecasts, strategies, and all other business information; and (b) product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent applications, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, software or firmware code, semiconductor or printed circuit board layout diagrams, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity. Confidential Information may be that of the disclosing party or of third parties to whom the disclosing party has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by the receiving party that are based on or contain any of such information, as well as the existence and progress of the Purpose (described in Section 4 below).

2. **Identification of Confidential Information.** Information will be considered to be Confidential Information whether disclosed before or after the date hereof irrespective of whether it is labelled or otherwise identified as “confidential” or “proprietary” and regardless of the manner or the media in which it is made available and protected under this Agreement.

3. **Protection of Confidential Information.** The

receiving party may disclose the Confidential information to any affiliate of the receiving party or to any shareholder, director, officer, employee, partner, representative or agent of the receiving party or of any affiliate of the receiving party who need to know of the existence of the Confidential Information for the Purpose (collectively, the “Representatives”). Each party acknowledges that the other party claims that its Confidential Information is a valuable and unique asset and agrees to the following:

(a) During the Term (as defined below), the receiving party: (i) will not disclose the Confidential Information to any third party other than to its third-party contractors or advisors for the Purpose of this Agreement, and only if that third party is bound by a confidentiality obligation with terms at least as restrictive as the terms of this Agreement; and (ii) will use the Confidential Information only for the Purpose and will not use it for any third party’s benefit. The receiving party will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event will use less than reasonable care.

(b) The receiving party’s obligations under this Agreement with respect to particular information do not apply to the extent that: (i) the disclosing party authorizes the receiving party in writing to disclose such information; (ii) the receiving party knows such information at the time of disclosure by the disclosing party, free of any obligation to keep it confidential, as evidenced by written records; (iii) such information is or becomes generally known in the relevant industry without fault of the receiving party; (iv) the receiving party independently develops such information without access to or use of the Confidential Information, as evidenced by written records; or (v) the receiving

party rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations. However, even if certain information is already known, the disclosing party's use of such information (including the fact of the party's use and the manner and results of use) may not be known and thus the fact of such use by the disclosing party would be considered to be Confidential Information.

(c) In no event will the receiving party attempt to "reverse engineer" the Confidential Information.

(d) If the receiving party is subject to judicial or governmental proceedings requiring disclosure of particular Confidential Information, then, prior to any such disclosure, the receiving party will provide the disclosing party with reasonable prior notice and will obtain, or provide the disclosing party with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information.

4. **Purpose.** Confidential Information of each party may only be used in the evaluation of

(the "Purpose").

5. **Return of Confidential Information.** All Confidential Information of the disclosing party remains the property of that party and will be returned to it or destroyed at its request; provided, however, that the receiving party may retain a copy of the Confidential Information for archival purposes only. Within 30 days of receiving such a request from the disclosing party, the receiving party will comply with the request and provide a written certification, signed by an officer, of its compliance. Notwithstanding the foregoing, the receiving party may retain one (1) copy of Confidential Information received hereunder for the sole purpose of insuring compliance with the terms of this Agreement. If retained, said Confidential Information will be held in accordance with the terms of the Agreement.

6. **No License or Warranty.** No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of or access to Confidential Information under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

7. **No Inducement or Commitment.** Each party will determine in its sole discretion the information to be disclosed to the other party. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship or will be deemed to constitute, create or otherwise recognize the existence of a joint venture, partnership or other formal business entity or arrangement of any kind between the parties or their Representatives. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement with respect to such opportunities.

8. **Independent Development.** Each party understands that the receiving party may develop information, materials or technology, or receive information, materials or technology that may be similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement represents or infers that the receiving party is prohibited from developing products, technology or other materials contemplated by the disclosing party's Confidential Information, provided that disclosing party's Confidential Information is not used in such development.

9. **Term & Termination.** This Agreement will be effective from the Effective Date and shall continue for a period of five (5) years or until written notice of termination is provided by either party (the "Term"). All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive the termination of this Agreement.

10. **Remedies.** The receiving party acknowledges that the disclosing party would not have an adequate remedy at law for money damages if the receiving party or any of its Representatives fails to fulfil any of its obligations under this Agreement. Accordingly, the disclosing party will be entitled to any injunction, specific performance or other remedy in law or equity in respect of any breach or threatened breach of this Agreement.

11. **Assignment & Binding Effect.** Neither party may assign or transfer this Agreement, whether by operation of law or otherwise, including but not limited to by change of control of a party, without the other party's prior written consent. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns.

12. Jurisdiction & Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law principles. The state and federal courts located in the State of California have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement. Each party consents to the personal jurisdiction and venue of these courts.

13. Entire Agreement. This Agreement contains the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except by a writing that both parties sign. A party's failure to require performance will not affect the right to require performance at any later time. If any part of this Agreement is or becomes illegal, invalid or

unenforceable, the illegality, invalidity or unenforceability will be deemed severable and will not affect any other term of this Agreement.

14. General. Each party will comply with all applicable export control laws, rules and regulations. Any notice under this Agreement, if sent to the party entitled to such notice at the address set forth below, will be deemed to have been provided 3 days after the notice is sent by certified mail (postage prepaid), or the next business day if the notice is sent by national overnight service. This Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument. This Agreement may be delivered by fax or electronic mail in .pdf format.

Forefront Power, LLC:	Company:
By:	By:
Name and Title:	Name and Title: Patrick McGowan, General Manager
Date:	Date:
Address for Notices: Forefront Power, LLC 255 California St., Suite 900 San Francisco, CA 94111 Attn: Legal Department Email: FPLegal@forefrontpower.com	Address for Notices: Panoche Water District 52027 West Althea Avenue Firebaugh CA 93622 Attn: Patrick McGowan Email: pmcgowan@panochewd.org



PANOCHÉ WATER DISTRICT

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

BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: BOARD GOVERNANCE EXPECTATIONS & STANDARDS

DATE: OCTOBER 13, 2026

Purpose

The Board and staff believe it is timely to establish a clear and consistent understanding of the expectations associated with service on the Panoche Water District Board of Directors. The Governance Expectations and Standards are intended to serve as a practical reference for current Directors and as an orientation document for newly elected or appointed Directors.

Summary

The document reinforces the core principle that the Board governs collectively while the General Manager manages the District's administration and day-to-day operations. The Board establishes policy, strategic direction, budgets, rates, major commitments and overall priorities, while management carries out the direction adopted by the Board. Individual Directors remain encouraged to ask questions, request information and raise grower or landowner concerns, but operational direction and employee supervision should flow through the General Manager.

PWD Directors make decisions involving water supply, rates, transfers, District finances, infrastructure, groundwater and SGMA, drainage, regulatory compliance and interagency matters. Regular participation and advance review of Board materials are therefore important to informed and effective decision-making.

Beyond meeting conduct, the document addresses financial stewardship, water-supply and operational stewardship, confidentiality, ethics and conflicts of interest, Brown Act compliance, representation of PWD with other agencies, and timely communication between Directors and

management. These expectations are intended to help preserve clear lines of responsibility while ensuring the Board remains informed on significant District matters.

For newly elected or appointed Directors, the standards establish an orientation framework covering PWD governance and the Board-General Manager relationship; District water supplies, contracts, conveyance and major facilities; budgets, reserves, investments, debt and rates; water transfers, groundwater and SGMA, drainage and regulatory matters; ethics and Brown Act requirements; and major interagency relationships and strategic priorities.

The document also recommends periodic review, preferably following each regular Board election cycle, so the standards continue to reflect the needs and governance practices of PWD. With election season approaching, this provides an appropriate opportunity to establish a consistent governance reference that can carry forward as Board membership changes.

Recommendation

Staff recommend that the Board review and discuss the Governance Expectations and Standards and provide any desired direction or revisions. Establishing these expectations before the upcoming election cycle will provide continuity for the existing Board, clearly communicate the responsibilities of Board service, and give incoming Directors a useful foundation for understanding PWD's governance structure and the significant responsibilities entrusted to the Board.

PANOCHÉ WATER DISTRICT

BOARD OF DIRECTORS

GOVERNANCE EXPECTATIONS & STANDARDS

DRAFT FOR BOARD REVIEW

1. Purpose

The purpose of these Governance Expectations and Standards is to establish clear, consistent expectations for all members of the Panoche Water District (PWD) Board of Directors, including newly elected Directors. These standards are intended to support effective governance, productive Board-management relationships, informed decision-making, accountability to the District's growers and landowners, and continuity as Board membership changes.

These expectations are intended as governance guidance and should be implemented consistently with applicable California law, PWD's bylaws, ordinances, resolutions and other adopted policies. Any provision concerning vacancy, removal, compensation or other legal consequences should be reviewed by District Counsel before adoption.

2. Core Governance Principle - The Board Governs; Management Manages

The authority of the PWD Board rests with the Board collectively and not with any individual Director. The Board establishes policy, strategic direction, budgets, rates, major commitments and overall District priorities. The General Manager is responsible for administration and day-to-day operations and for carrying out direction adopted by the Board.

Individual Directors are encouraged to ask questions, request information, raise constituent concerns and propose matters for Board consideration. Unless specifically authorized by the Board, an individual Director should not direct District employees, independently establish District policy, commit District resources, negotiate commitments on behalf of PWD, or interfere with management's implementation of Board-approved direction.

3. Attendance, Participation and Preparation

Regular attendance is a fundamental responsibility of an elected Director. PWD's Board makes decisions involving water supply, water rates, transfers, District finances, infrastructure, groundwater and SGMA matters, drainage, regulatory compliance, interagency relationships and other issues that may materially affect District growers and landowners. Continuity of participation is therefore important to informed and effective governance.

Recommended PWD Attendance Standard

Directors are expected to attend all regular Board meetings and special meetings when reasonably able to do so. Recognizing that illness, family emergencies, unavoidable work or travel conflicts and other legitimate circumstances may occur, the following standards are recommended:

- For a Board that normally holds 12 regular meetings per year, a Director should ordinarily miss no more than four regular meetings in a 12-month period.
- Four missed regular meetings within a rolling 12-month period should trigger a discussion by the Board President and/or General Manager with the Director regarding attendance and the Director's ability to consistently fulfill the responsibilities of office.
- Three consecutive missed regular Board meetings should trigger formal Board review of the circumstances, subject to applicable law and District Counsel's advice.

- Special meetings should also be attended whenever reasonably possible, particularly when the meeting involves time-sensitive water operations, budget actions, contracts, litigation, personnel matters, regulatory deadlines or other significant District business.
- Directors should provide the Board President and General Manager reasonable advance notice when they expect to be absent, whenever circumstances permit.
- Attendance expectations should take into account excused circumstances such as illness or medical necessity, family emergency or bereavement, District-authorized business, or other circumstances the Board determines constitute good cause.

4. Meeting Preparation and Informed Decision-Making

- Review Board packets and supporting materials before meetings.
- Become familiar with the District's annual budget, water supply portfolio, major contracts, debt obligations, reserves, rates, capital needs and significant regulatory obligations.
- Ask questions sufficiently in advance when a question is likely to require significant staff research or analysis.
- Come to meetings prepared to deliberate and vote based on the best interests of PWD as a whole.
- Participate in new-Director orientation and required ethics, harassment-prevention and other legally mandated training.

5. Duty to the District as a Whole

Directors should exercise independent judgment for the benefit of PWD as a whole. Directors will naturally receive concerns and requests from individual growers, landowners and constituents; however, District policy should not be established solely to benefit an individual interest at the expense of the District's broader responsibilities.

6. Respectful Deliberation and Board Conduct

- Disagreement on policy is expected and can improve decision-making; disagreement should remain focused on issues, facts and District interests.
- Directors should treat fellow Directors, staff, consultants, constituents and members of the public professionally and respectfully.
- Directors should avoid personal attacks, intimidation, disruptive conduct or public criticism of individual employees.
- Directors should provide fellow Board members a fair opportunity to express differing viewpoints before action is taken.

7. Board-General Manager and Staff Relationships

- Operational direction should flow through the General Manager.
- Directors should not individually supervise, evaluate or discipline employees who report to the General Manager.
- Concerns regarding employee performance, District operations or significant constituent complaints should generally be brought to the General Manager.
- Requests requiring substantial staff time or creation of new work products should be coordinated through the General Manager and, when appropriate, the full Board.
- The Board should evaluate the General Manager collectively and provide clear direction through the Board as a body.

8. Communication With Growers, Landowners and the Public

Directors are encouraged to remain accessible and informed about constituent concerns. When communicating outside a Board meeting, Directors should distinguish personal opinions from official positions adopted by PWD.

Operational complaints should generally be referred to management so they can be evaluated and addressed through normal District procedures.

9. Confidentiality and Closed Session

Directors must protect information that is confidential by law, including appropriate closed-session matters, attorney-client communications, personnel information and confidential negotiation or litigation information. This obligation is particularly important where premature disclosure could impair PWD's negotiating position in water transactions, contracts, litigation or interagency matters.

10. Financial Stewardship

Directors are fiduciary stewards of District resources. Each Director should develop a working understanding of the annual budget, water costs and revenues, reserves, investments, debt obligations, capital expenditures and long-term financial commitments. The Board's role is to establish financial policy, approve budgets and major expenditures, monitor performance and ensure appropriate controls - not to individually administer routine expenditures.

11. Ethics, Conflicts of Interest and Brown Act Compliance

Directors are expected to comply with applicable conflict-of-interest, financial disclosure, ethics and open-meeting laws, including the Political Reform Act, Government Code section 1090, AB 1234 requirements where applicable, the Ralph M. Brown Act, and PWD's adopted conflict-of-interest and ethics policies. Directors should consult District Counsel when uncertain about a potential conflict or legal obligation.

12. New Director Orientation and Continuing Education

A newly elected or appointed Directors should receive an orientation addressing, at minimum:

- PWD governance structure, Board policies and the Board-General Manager relationship;
- District water supplies, contracts, conveyance and major operational facilities;
- annual budget, reserves, investments, debt, rates and financial reporting;
- major water-transfer, groundwater/SGMA, drainage and regulatory matters;
- Brown Act, conflicts of interest, Form 700, ethics and required training;
- major interagency relationships and current strategic priorities.

Recommended first-year expectation: Within the first year of taking office, a new Director should complete or participate in training covering governance foundations, Board/General Manager roles, public-agency finance and fiscal accountability, the Brown Act, public records, ethics, conflicts of interest and liability.

13. Annual Review

The Board should review these Governance Expectations and Standards periodically, and preferably at least once following each regular Board election cycle, to confirm that they continue to reflect the needs and governance practices of PWD.

14. Director Acknowledgment

I acknowledge receipt of the Panoche Water District Board of Directors Governance Expectations and Standards and understand that these standards describe the Board's expectations for effective service as a PWD Director.

Director Name:	
Signature:	
Date:	

PANOCHE WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 9/9/2026 THRU 10/13/2026				
MECHANICS O & M CHECKING # 8566				
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
9/9/2026	43734	BAKER MANOCK & JENSEN	\$ 483.69	AUGUST 2026 LEGAL SERVICES
9/9/2026	43735	GILTON SOLID WASTE INC.	\$ 881.18	AUGUST 2026 WASTE SERVICE
9/9/2026	43736	SAVEMART SUPERMARKET	\$ 1,000.49	OFFICE SUPPLIES
9/9/2026	43737	VERIZON WIRELESS	\$ 863.75	AUGUST 2026 CELL PHONES
9/9/2026	43738	EAST SIDE CANAL & IRRIGATION CO.	\$ 1,018,132.50	1,419 AF @ \$ 717.50 WATER
9/9/2026	43739	ACWA/JPIA	\$ 2,094.90	CYBER LIABILITY INSURANCE
9/21/2026	43740	AG & INDUSTRIAL SUPPLY	\$ 127.58	SUPPLIES FOR # 62B, # 64A & # 03
9/21/2026	43741	AMAZON CAPITAL SERVICES	\$ 568.88	DISTRICT SUPPLIES
9/21/2026	43742	BAKER SUPPLIES	\$ 1,373.44	CHAINS FOR POLE SAW & LAWNMOWER
9/21/2026	43743	BCT CONSULTING	\$ 2,566.20	SEPTEMBER 2026 IT SERVICES
9/21/2026	43744	BELKORP AG	\$ 20,378.77	REPAIRS FOR # 53
9/21/2026	43745	JUSTIN'S TIRE & AUTO	\$ 233.30	SERVICE & REPAIRS # 42, # 58 & # 02
9/21/2026	43746	CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	\$ 70.00	SOCIAL SECURITY ANNUAL FEE
9/21/2026	43747	FIREBAUGH CANAL WATER DISTRICT	\$ 223,600.00	CONSERVED WELL WATER 250 AF @ \$ 650.00 & FALLOW WELL WATER 94 AF @ \$ 650.00
9/21/2026	43748	HCL MACHINE WORKS INC.	\$ 123.00	STEEL FOR WELDING SHOP
9/21/2026	43749	LOOPUP	\$ 55.03	AUGUST 2026 CONFERENCE LINE
9/21/2026	43750	MACHADO BACKHOE INC.	\$ 3,528.81	CONCRETE BOX FOR LATERAL # 1
9/21/2026	43751	MANUEL'S TIRE SERVICE	\$ 479.30	USED TIRES FOR # 03
9/21/2026	43752	MCGUIRE BOTTLED WATER	\$ 134.35	AUGUST 2026 DRINKING WATER
9/21/2026	43753	NAPA AUTO PARTS	\$ 330.70	PARTS FOR # 66
9/21/2026	43754	PACIFIC GAS & ELECTRIC	\$ 28,849.92	AUGUST & SEPTEMBER 2026 ELECTRICAL SERVICE
9/21/2026	43755	RYAN P. JOLLEY CPA	\$ 875.00	SUPPORT FOR FY26 AUDIT
9/21/2026	43756	SAFETY COMPLIANCE COMPANY	\$ 825.00	EVACUATION/ASBESTOS AWARENESS, ERGONOMICS & RESPIRATOR TRAINING
9/21/2026	43757	SAN LUIS CANAL COMPANY	\$ 67,731.87	652.46 AF @ \$ 103.81 EASTSIDE CANAL COMPANY WATER TRANSFER
9/21/2026	43758	SANTOS FORD	\$ 1,731.40	REPAIRS FOR # 34
9/21/2026	43759	SGS NORTH AMERICA INC.	\$ 4,140.00	WATER SAMPLES
9/21/2026	43760	SORENSEN'S TRUE VALUE	\$ 9.75	KEY REPLACEMENTS
9/21/2026	43761	VALLEY BUSINESS CENTER	\$ 150.36	AUGUST 2026 COPIER SUPPORT (2)
9/21/2026	43762	WATER RECLAMATION EQUIPMENT	\$ 35,602.92	CHECK ELECTRICAL STATION #2, MARKING PAINT PISTACHIO FENCE (REBILL), FLANGE GASKET DOMESTIC PLANT, MATERIALS FOR TURNOUT # 101, PULL PUMP/MOTOR FOR STATION #3 PUMP #2 & CHECK ELECTRICAL RUSSELL PUMP #1 & #2
9/21/2026	43763	VOID	\$ -	VOID CHECK
9/21/2026	43764	WESTSIDE WATER	\$ 5,973.39	BACTERIA TEST, LEVEL CONTROL PROBES & GROUND WIRES FOR AIR COMPRESSOR & WEEKLY SERVICE
10/13/2026	43765	ACWA/JPIA	\$ 38,838.45	NOVEMBER 2026 INSURANCE - HEALTH \$ 36,373.46, DENTAL \$ 2,050.24, VISION \$ 334.08 & LIFE \$ 80.67
10/13/2026	43766	AMAZON CAPITAL SERVICES	\$ 327.50	DISTRICT SUPPLIES
10/13/2026	43767	AARON BARCELLOS	\$ 500.00	BOARD STIPEND SEPTEMBER 2026
10/13/2026	43768	BCT CONSULTING	\$ 2,573.17	OCTOBER 2026 TELEPHONE & IT SERVICES
10/13/2026	43769	JUSTIN'S TIRE & AUTO	\$ 1,574.78	OIL CHANGE # 66 & REPAIR AC # 44
10/13/2026	43770	EDWARD NEILL CALLIS	\$ 500.00	BOARD STIPEND SEPTEMBER 2026
10/13/2026	43771	BEAU CORREIA	\$ 500.00	BOARD STIPEND SEPTEMBER 2026
10/13/2026	43772	DATCO SERVICE CORPORATION	\$ 112.20	4TH QTR 2026 DRUG TESTING SERVICES
10/13/2026	43773	EAST SIDE CANAL & IRRIGATION CO.	\$ 53,095.00	74 AF @ \$ 717.50 WATER
10/13/2026	43774	STEVE FAUSONE	\$ 500.00	BOARD STIPEND SEPTEMBER 2026
10/13/2026	43775	FIREBAUGH CANAL WATER DISTRICT	\$ 115,700.00	178 AF @ \$ 650.00 BASIC WELL WATER
10/13/2026	43776	CORELOGIC INFORMATION SOLUTION	\$ 440.84	AUGUST 2026 & SEPTEMBER 2026 APN RESEARCH
10/13/2026	43777	FRESNO COUNTY TAX COLLECTOR	\$ 277.65	PROPERTY TAX DISTRICT HOUSE # 4
10/13/2026	43778	GILTON SOLID WASTE INC.	\$ 881.18	SEPTEMBER 2026 WASTE SERVICE

	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
10/13/2026	43779	HOFFMAN SECURITY	\$ 358.40	OCTOBER 2026 SECURITY SERVICE
10/13/2026	43780	HOLT OF CALIFORNIA	\$ 1,133.99	REPLACE KEY SWITCH # 23
10/13/2026	43781	HOME DEPOT CREDIT SERVICES	\$ 601.04	SHOP SUPPLIES & SUPPLIES FOR TURNOUT # 48
10/13/2026	43782	LAW OFFICES OF PHILIP A. WILLIAMS	\$ 5,032.50	SEPTEMBER 2026 GENERAL COUNSEL
10/13/2026	43783	MARFAB	\$ 2,098.76	SHOP SUPPLIES & SUPPLIES FOR # 66
10/13/2026	43784	DIANA MOSES	\$ 14.50	MILEAGE REIMBURSEMENT
10/13/2026	43785	NAPA AUTO PARTS	\$ 393.97	PARTS FOR # 39, # 23, # 53 & LUBE/DEF FOR HEAVY EQUIPMENT
10/13/2026	43786	PACIFIC GAS & ELECTRIC	\$ 210,695.64	SEPTEMBER 2026 ELECTRICAL SERVICE
10/13/2026	43787	PROVOST & PRITCHARD	\$ 4,673.06	AUGUST 2026 CONTROL SURVEY FOR SUBSIDENCE MONITORING
10/13/2026	43788	PRICE PAIGE & COMPANY	\$ 1,095.00	WORK IN PROGRESS AUDIT FY26
10/13/2026	43789	RYAN P JOLLEY CPA	\$ 2,250.00	CONTOUR CANAL GRANT SERVICES
10/13/2026	43790	VOID	\$ -	VOID CHECK
10/13/2026	43791	SUMMERS ENGINEERING INC.	\$ 1,285.11	ENGINEERING SERVICE ADMINISTRATION
10/13/2026	43792	UNWIRED BROADBAND, INC.	\$ 359.99	OCTOBER 2026 INTERNET SERVICES
10/13/2026	43793	VERIZON WIRELESS	\$ 866.53	SEPTEMBER 2026 CELL PHONE SERVICE
10/13/2026	43794	VERIZON CONNECT	\$ 307.58	SEPTEMBER 2026 GPS SERVICES
10/13/2026	43795	VALLEY IRON INC.	\$ 32,910.78	DISCHARGE PIPES FOR MAIN CANAL & T-CANAL
10/13/2026	43796	WATER RECLAMATION EQUIPMENT	\$ 4,025.03	REPLACE FAULTY CONTACT BLOCK KODA LIFT # 1, ADJUST PID SV IN VFD RUSSELL LIFT # 1 & # 2, SPRINKLER HEAD HOUSE # 4, WALL STEEL PIPE 500 EAST TURNOUT, CONCRETE FOR 500 WEST TURNOUT, PVC SUPPLIES FOR SHOP, SUPPLIES FOR LATERAL # 1 TURNOUT # 48, TURNOUT # 61 & TURNOUT # 21
10/13/2026	43797	WAYNE WESTERN JR.	\$ 500.00	BOARD STIPEND SEPTEMBER 2026
10/13/2026	43798	WESTSIDE WATER	\$ 7,573.31	DROUGHT REPORT, BACTERIA TESTS, INSTALL NEW FEEDERS, POLYMER SERVICE & WEEKLY SERVICES
10/13/2026	43799	WINDECKER INC.	\$ 14,804.25	1,300 GALS UNLEADED @ \$ 5.46, 500 GALS DIESEL @ \$ 8.13 & 500 GALS DYED DIESEL @ \$ 7.28
10/13/2026	43800	XEROX FINANCIAL SERVICES	\$ 690.91	COPIER LEASE
9/2/2026	JE-143	TRANSFER FUNDS FOR PAYROLL	\$ 80,000.00	PAYROLL DATED 9/4/2026
9/10/2025	W000001149	ISOLVED INC.	\$ 102.38	AUGUST 2026 SAGE TIME
9/14/2026	W000001143	SLDM WATER AUTHORITY	\$ 69,329.96	AUGUST 2026 SLDMWA CONVEYANCE COST SLC \$ 29,826.72 & DMC \$ 30,848.20 & YUBA WARREN ACT COSTS \$ 8,655.04
9/14/2026	W000001144	US BUREAU OF RECLAMATION	\$ 65,427.73	AUGUST 2026 USBR WATER COSTS SLC \$ 45,483.86 & DMC \$ 19,943.87
9/16/2026	JE-154	TRANSFER FUNDS FOR PAYROLL	\$ 70,000.00	PAYROLL DATED 9/18/2026
9/22/2026	W000001145	SLDM WATER AUTHORITY	\$ 66,052.50	FY27 2ND INSTALLMENT MEMBERSHIP DUES
9/22/2026	W000001146	US BUREAU OF RECLAMATION	\$ 5,000.00	POWER LETTER OF AGREEMENT
9/22/2026	W000001147	PITNEY BOWES BANK INC	\$ 504.83	POSTAGE METER PAYMENT
9/22/2026	JE-160	TRANSFER FUNDS FOR PAYROLL	\$ 1,050.00	PAYROLL DATED 9/18/2026
9/25/2026	W000001148	WESTAMERICA VISA	\$ 356.02	STAFF LUNCH, DISTRICT EMAILS, HR EDUCATION LODGING, EXTRA APPLE STORAGE & CHATGPT MONTHLY FEE
9/30/2026	JE-167	TRANSFER FUNDS FOR PAYROLL	\$ 80,000.00	PAYROLL DATED 10/5/2026
		TOTAL	\$ 2,368,230.02	

MECHANICS PAYROLL CHECKING # 7895				
	CHECK			
DATE	NUMBER	NAME	AMOUNT	MEMO
9/3/2026	JE-144	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,057.44	STATE PAYROLL TAX DEPOSIT
9/3/2026	JE-145	INTERNAL REVENUE SERVICE	\$ 16,261.67	FEDERAL PAYROLL TAX DEPOSIT
9/3/2026	JE-146	JOHN HANCOCK	\$ 9,041.63	401K RETIREMENT
9/3/2026	PR-1574	NET PAYROLL	\$ 49,672.60	PAYROLL DATED 9/4/2026
9/17/2026	PR-1575	NET PAYROLL	\$ 48,692.87	PAYROLL DATED 9/18/2026
9/18/2026	JE-155	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,117.58	STATE PAYROLL TAX DEPOSIT
9/18/2026	JE-156	INTERNAL REVENUE SERVICE	\$ 16,264.29	FEDERAL PAYROLL TAX DEPOSIT
9/18/2026	JE-157	JOHN HANCOCK	\$ 9,049.63	401K RETIREMENT
9/29/2026	3534	PRINCIPAL LIFE INSURANCE COMPANY	\$ 620.68	EMPLOYEE PAID INSURANCE
10/2/2026	JE-171	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 3,163.19	STATE PAYROLL TAX DEPOSIT
10/2/2026	JE-172	INTERNAL REVENUE SERVICE	\$ 16,408.20	FEDERAL PAYROLL TAX DEPOSIT
10/2/2026	JE-173	JOHN HANCOCK	\$ 9,184.74	401K RETIREMENT
10/2/2026	PR-1576	NET PAYROLL	\$ 49,318.91	PAYROLL DATED 10/5/2026
		TOTAL	\$ 233,853.43	

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

	JULY INTEREST RATE	AUGUST INTEREST RATE	SEPTEMBER INTEREST RATE	September 30, 2026	August 31, 2026
CURRENT LIABILITIES					
ACCOUNTS PAYABLE				\$291,141	\$396,366
TOTAL CURRENT LIABILITIES				\$291,141	\$396,366
CASH AND INVESTMENT ACCOUNTS					
MECHANICS BANK O&M CHECKING				\$88,659	\$100,972
MECHANICS BANK PAYROLL CHECKING				\$84,401	\$9,129
MECHANICS BANK MONEY MARKET	3.85%	3.85%	3.95%	\$6,001,353	\$14,724,474
MECHANICS BANK CONTRACTUAL OBLIGATION FUND MM (OVERCOLLECTION)	3.85%	3.85%	3.95%	\$2,318,787	\$2,311,283
LAIF	3.92%	3.85%	3.85%	\$340,107	\$340,107
2021 REVENUE BONDS - LAIF RESTRICTED (RATE STABILIZATION FUND)	3.92%	3.85%	3.85%	\$1,257,033	\$1,257,033
LPL WEALTH MANAGEMENT				\$8,000,000	-
TOTAL CASH AND INVESTMENTS				\$18,090,340	\$18,742,998
ACCOUNTS RECEIVABLES					
WATER				\$3,743,205	\$798,275
GROUNDWATER MANAGEMENT FEE				-	-
DELINQUENT ACCOUNT CHARGES				\$60,402	\$108,886
OTHER				\$6,396	\$5,283
GBA NOTE RECEIVABLE (5 YEARS @ 1.75%)				\$120,681	\$140,692
PDD NOTE RECEIVABLE (1/2 AR) \$ 716,521 (5 YEARS @ 3.00%)				\$60,178	\$72,124
CASH ADVANCE - PROP 84				\$284,620	\$163,800
TOTAL ACCOUNTS RECEIVABLES				\$4,275,482	\$1,289,060
TOTAL CURRENT UNAUDITED ASSETS				\$22,365,822	\$20,032,058
NET CURRENT UNAUDITED ASSETS (NET CASH POSITION)				\$22,074,681	\$19,635,692

General Ledger Detail Report
Summary Report for Period 01 Thru 07 Ending 9/30/2026

PANOCHÉ WATER DISTRICT (PWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	1,452,889.79	47070507.89	48434738.60	1,364,230.71-	88,659.08
13132-000					
MECHANIC MM # 2305	42,211.25	22929623.22	16970481.68	5,959,141.54	6,001,352.79
13412-000					
MECHANIC PR#*****7895	16,069.82	1,133,994.61	1,065,663.74	68,330.87	84,400.69
13465-000					
2021 REVENUE BONDS - LAIF	1,232,800.10	24,233.15	0.00	24,233.15	1,257,033.25
13470-000					
CONTRACTUAL OBLIGATION FUND #9745	2,190,517.09	791,107.13	662,837.40	128,269.73	2,318,786.82
13520-000					
LOCAL AGENCY INVESTMENT FD	9,446,756.60	2,522,350.50	11629000.00	9,106,649.50-	340,107.10
13525-000					
LPL WEALTH MGMT	0.00	8,000,000.00	0.00	8,000,000.00	8,000,000.00
Report Total:	14381244.65	82471816.50	78762721.42	3,709,095.08	18090339.73

INTER-DISTRICT ACCOUNT RECONCILIATION
NON-AUDITED
9.30.2026

PWD	
PANOCHÉ WATER DISTRICT ACCOUNTS/NOTES RECEIVABLE	
GBA NOTE RECEIVABLE (1.75% INTEREST OVER 5 YEARS)	\$ 594,056
PANOCHÉ DRAINAGE DISTRICT OUTSTANDING INVOICES (AR)	\$ 704,845
PANOCHÉ DRAINAGE DISTRICT NOTE RECEIVABLE FOR 1/2 OUTSTANDING INVOICES (3.00% INTEREST OVER 5 YEARS)	\$ 359,727
PROP 84 CASH ADVANCES	\$ 284,620
Balance	\$ 1,943,248

PWD/PROP 218 FUNDING STATUS	
FRESNO/MERCED COUNTIES - 2021 CVP BOND	
FUNDS FOR 2025-2026 (APPROXIMATE FIGURE)	\$ 1,460,024
PAYMENTS FOR 2025-2026	\$ 935,911
Overcollection For Bond 2025-2026	\$ 524,114
ESTIMATED BOND ASSESSMENT REFUND 22/23	\$ 495,000
ESTIMATED BOND ASSESSMENT REFUND 23/24	\$ 505,264

PWD/USBR SMART WATER GRANT	
CONTOUR CANAL	
GRANT FUNDS ANTICIPATED TO BE RECEIVED FOR THE PROJECT	\$ 1,605,047
PWD RESERVE FUNDS TO BE USED FOR PROJECT	\$ 1,772,844
Total Cost	\$ 3,377,891
TOTAL PWD RESERVE FUNDS USED TO DATE	\$ 1,772,844
TOTAL GRANT FUNDS RECEIVED TO DATE	\$ 1,660,276

PDD	
PANOCHÉ DRAINAGE DISTRICT ACCOUNTS/NOTES PAYABLE	
PANOCHÉ DRAINAGE DISTRICT OUTSTANDING INVOICES (AP)	\$ 704,845
PANOCHÉ DRAINAGE DISTRICT NOTE PAYABLE FOR 1/2 OUTSTANDING INVOICES (3.00% INTEREST OVER 5 YEARS)	\$ 359,727
Balance	\$ 1,064,572

PDD/PROP 84	
PROP 84 ACCOUNTS PAYABLE	
PANOCHÉ WATER DISTRICT	\$ 284,620
Balance	\$ 284,620

PDD PROP 84 FUNDING STATUS	
GRANT AMOUNT	\$ 34,162,400
REQUESTED FUNDS (THRU INVOICE # 36)	\$ 30,855,762
FUNDS AVAILABLE	\$ 3,306,638

FP>Finance>Accounts Payable>Board Reports>Breakdown of AR.NR.NP

PANOCHE WATER DISTRICT
FY 2026 - 2027
BUDGET TO ACTUAL
MARCH 1, 2026 - FEBRUARY 28, 2027

	WATER REVENUE	BUDGET	ACTUAL THRU 9/30/2026	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/27	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
1	Supplemental Water	\$11,196,810	\$12,775,888	114%	-\$1,579,078	-\$1,579,078	-\$1,579,078	-14%
2	USBR Rescheduled Water (WY 25-26)	\$958,624	\$1,009,706	105%	-	-	(\$51,082)	-5%
3	CVP Ag Water Contract (Based on 25%)	\$3,045,600	\$3,506,217	115%	-\$460,617	-\$460,617	(\$460,617)	-15%
4	Other Revenue	\$600,000	\$536,923	89%	\$63,077	\$63,077	\$63,077	11%
5	Reserves - Supplemental Water	\$400,000	\$400,000	100%	-	-	-	0%
TOTAL WATER REVENUE		\$16,201,034	\$18,228,734	113%	-\$1,976,618	-\$1,976,618	(\$2,027,700)	-13%

	WATER EXPENSES	BUDGET	ACTUAL THRU 9/30/2026	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/27	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
6	Supplemental Water	\$11,196,810	\$11,001,259	98%	\$2,094,865	\$2,094,865	\$195,551	2%
7	USBR Rescheduled Water (WY25-26)	\$958,624	\$996,325	104%	-	-	(\$37,701)	-4%
8	CVP Ag Water Contract (Based on 25%)	\$3,045,600	\$1,817,792	60%	\$642,591	\$642,591	\$1,227,808	40%
9	Planning & Engineering	\$70,000	\$23,026	33%	\$46,974	\$46,974	\$46,974	67%
10	Reserves - Supplemental Water	\$400,000	\$400,000	100%	-	-	-	0%
TOTAL WATER EXPENSES		\$15,671,034	\$14,238,402	91%	\$2,784,430	\$2,784,430	\$1,432,632	9%

NET WATER REVENUE/(DEFICIT)	\$530,000	\$3,990,332	(\$4,761,048)	(\$4,761,048)	(\$3,460,332)
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	O & M REVENUE	BUDGET	ACTUAL THRU 9/30/2026	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/27	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
11	Operations & Maintenance	\$4,811,078	\$4,009,515	83%	\$801,563	\$801,563	\$801,563	17%
12	Labor Reimbursement	\$90,000	\$59,407	66%	\$30,593	\$30,593	\$30,593	34%
13	Reimbursed Expenses	\$230,000	\$156,895	68%	\$73,105	\$73,105	\$73,105	32%
14	Domestic Water Treatment Plant	\$169,500	\$219,377	129%	-\$49,877	-\$49,877	-\$49,877	-29%
15	Central Delta-Mendota Region SGMA Fund 65	\$22,663	\$22,948	101%	-	-	-	0%
16	SGMA Coordinated Fund 63	\$12,771	\$12,771	100%	-	-	-	0%
17	Grant Revenue (Contour Canal)	\$1,877,823	-	0%	\$1,877,823	\$1,877,823	\$1,877,823	100%
18	Domestic Plant Reimbursement - Grant	\$100,000	-	0%	\$100,000	\$100,000	\$100,000	100%
19	GBA Note Receivable \$ 1,201,924 3/1/2024 Less: Interest	\$240,311	\$139,671	58%	\$100,640	\$100,640	\$100,640	42%
20	PDD Note Receivable \$ 716,521.50 2/29/2024 Less: Interest	\$143,176	\$82,997	58%	\$60,179	\$60,179	\$60,179	42%
21	Reserves - Service Truck w/ Boom	\$185,000	\$173,865	94%	-	-	-	0%
22	Reserves - Computer Replacements	\$17,000	\$13,102	77%	\$3,898	\$3,898	\$3,898	23%
23	Reserves - New VFD Station	\$65,250	-	0%	\$65,250	\$65,250	\$65,250	100%
24	Reserves - Forefront Power	\$80,864	\$80,864	100%	-	-	-	0%
25	Reserves - Pumps & Structures Repairs	\$250,000	\$106,657	43%	\$143,343	\$143,343	\$143,343	57%
TOTAL O & M REVENUE		\$8,295,436	\$5,078,069	61%	\$3,206,517	\$3,206,517	\$3,217,367	39%

	ADMINISTRATION EXPENSES	BUDGET	ACTUAL THRU 9/30/2026	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/27	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
26	Legal Costs	\$75,000	\$26,648	36%	\$48,352	\$48,352	\$48,352	64%
27	Salaries and Wages	\$666,826	\$357,244	54%	\$309,582	\$309,582	\$309,582	46%
28	Employees' Benefits	\$210,000	\$132,865	63%	\$77,135	\$77,135	\$77,135	37%
29	Payroll Burden	\$75,000	\$45,645	61%	\$29,355	\$29,355	\$29,355	39%
30	SLDMWA Activity Agreements	\$132,105	\$132,105	100%	\$0	\$0	\$0	0%
31	SLDMWA DHCCP Bond Payment	\$134,291	\$20,729	15%	\$113,562	\$113,562	\$113,562	85%
32	Directors' Benefits	\$30,000	\$17,500	58%	\$12,500	\$12,500	\$12,500	42%
33	Insurance Costs	\$103,000	\$68,402	66%	\$34,598	\$34,598	\$34,598	34%
34	SWRCB Water Rights Fee	\$140,943	-	0%	\$140,943	\$140,943	\$140,943	100%
35	Central Delta-MendotaRegion SGMA Fund 65	\$22,663	\$23,967	106%	-\$1,304	-\$1,304	-\$1,304	-6%
36	SGMA Coordinated Fund 63	\$12,771	\$17,717	139%	-\$4,946	-\$4,946	-\$4,946	-39%
37	Other Supplies & Services	\$100,000	\$57,279	57%	\$42,721	\$42,721	\$42,721	43%
38	Professional Services	\$60,000	\$40,486	67%	\$19,514	\$19,514	\$19,514	33%
39	Annual Audits	\$42,400	\$18,815	44%	\$23,585	\$23,585	\$23,585	56%
40	Communication Costs	\$38,500	\$27,337	71%	\$11,163	\$11,163	\$11,163	29%
41	Conferences and Training Costs	\$22,500	\$4,985	22%	\$17,515	\$17,515	\$17,515	78%
42	Utilities	\$49,000	\$23,301	48%	\$25,699	\$25,699	\$25,699	52%
TOTAL ADMINISTRATION EXPENSES		\$1,914,999	\$1,015,025	53%	\$899,974	\$899,974	\$899,974	47%

	OPERATIONS & MAINTENANCE EXPENSES	BUDGET	ACTUAL THRU 9/30/2026	% OF BUDGET TO DATE	ESTIMATE TO COMPLETE	ESTIMATED YEAR END 2/28/27	\$ DIFFERENCE (OVER)UNDER	ESTIMATED % OF BUDGET REMAINING
43	Energy Costs	\$1,800,000	\$1,322,732	73%	\$477,268	\$477,268	\$477,268	27%
44	Salaries and Wages	\$950,000	\$541,357	57%	\$408,643	\$408,643	\$408,643	43%
45	Employees' Benefits	\$358,000	\$201,339	56%	\$156,661	\$156,661	\$156,661	44%
46	Payroll Burden	\$132,000	\$69,170	52%	\$62,830	\$62,830	\$62,830	48%
47	Reimbursable Expenses	\$230,000	\$61,968	27%	\$168,032	\$168,032	\$168,032	73%
48	Chemical Application	\$193,000	\$95,452	49%	\$97,548	\$97,548	\$97,548	51%
49	Domestic Water Treatment Plant	\$269,500	\$79,789	30%	\$189,711	\$189,711	\$189,711	70%
50	Fuel & Oil costs	\$95,000	\$67,845	71%	\$27,155	\$27,155	\$27,155	29%
51	Pumps & Structures Repairs	\$200,000	\$200,000	100%	-	-	-	0%
52	Equipment repairs	\$55,000	\$49,967	91%	\$5,033	\$5,033	\$5,033	9%
53	Vehicle repairs & Maintenance	\$37,000	\$14,642	40%	\$22,358	\$22,358	\$22,358	60%
54	Buildings Repairs & Maintenance	\$100,000	\$12,577	13%	\$87,423	\$87,423	\$87,423	87%
55	Laboratory - Water Testing	\$15,000	\$17,558	117%	(\$2,558)	(\$2,558)	-\$2,558	-17%
56	Grant Expenses (Contour Canal)	\$1,877,823	\$90,384	5%	\$1,787,439	\$1,787,439	\$1,787,439	95%
57	Reserves - Service Truck w/ Boom	\$185,000	\$173,865	94%	-	-	\$11,135	6%
58	Reserves - Computer Replacements	\$17,000	\$13,102	77%	\$3,898	\$3,898	\$3,898	23%
59	Reserves - New VFD Station	\$65,250	-	0%	\$65,250	\$65,250	\$65,250	100%
60	Reserves - Forefront Power	\$80,864	\$80,864	100%	-	-	-	0%
61	Reserves - Pumps & Structures	\$250,000	\$106,657	43%	\$143,343	\$143,343	\$143,343	57%
TOTAL OPERATIONS & MAINTENANCE EXPENSES		\$6,910,437	\$3,199,267	46%	\$3,700,035	\$3,700,035	\$3,711,170	54%

TOTAL EXPENSES	\$8,825,436	\$4,214,292	\$4,600,009	\$4,600,009	\$4,611,144
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NET O & M REVENUE/(DEFICIT)	-\$530,000	\$863,777	-\$1,393,492	-\$1,393,492	-\$1,393,777
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TOTAL REVENUE/(DEFICIT)	\$4,854,109
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RESERVES	
Capital Improvement - Service Truck w/ boom	\$ 185,000
Capital Improvement - Computer Replacement	\$ 17,000
Capital Improvement - New VFD Station	\$ 65,250
Reserves - Pumps & Structures	\$ 250,000
Reserves - Forefront Power	\$ 80,864
Reserves - Balance from 25.26 1/2 Pistachio Fencing	\$ 20,937
Reserves - Supplemental Water	\$ 400,000
Board Approved 3.10.2026 Subject to Prop 218	\$ 1,019,051

Water O & M Rate \$ 86.50

Land Based Assessment \$ 11.25

Purchased Ford Ranger \$40,169

PANOCHE WATER DISTRICT 2026/2027	
OTHER REVENUE BREAKDOWN	
EMPLOYEE RENT	\$28,910
DELIQUENT CUSTOMER CHARGES	\$1,465
MECHANICS MONEY MARKET INTEREST	\$228,128
LAIF INTEREST	\$146,584
PDD INTEREST ON LOAN INSTALLMENT PYMTS	\$7,127
SALE OF DISTRICT VEHICLES	-
FRONTIER REFUND - CLOSED PHONE ACCOUNT	\$231
REFUND DEPT OF PESTICIDE	\$180
LATE FEE - RENT	\$200
SALE OF METALS - A & S METALS	\$677
SETTLEMENT CHECK CINTAS - UNIFORMS	\$252
GBA PROP 84 INTEREST ON ADVANCES	\$58,178
PROP 218 MONEY MARKET INTEREST	\$58,111
GBA INTEREST ON LOAN INSTALLMENT PYMTS	\$6,880
TOTAL OTHER REVENUE	\$536,923

9.30.2026

PROP 218 BOND RECONCILIATION ACT # 13470					
	AMOUNT	AMOUNT	AMOUNT		
	AMOUNT	COLLECTED	COLLECTED	TOTAL	OVER
FISCAL YEAR	PAID	1ST INSTALL	2ND INSTALL	COLLECTED	COLLECTED
2021-2022	\$ 1,055,820.59	\$ 749,561.18	\$ 622,392.27	\$ 1,371,953.45	\$ 316,132.86
2022-2023	\$ 931,982.70	\$ 720,029.77	\$ 722,731.77	\$ 1,442,761.54	\$ 510,778.84
2023-2024	\$ 932,292.26	\$ 719,997.07	\$ 717,375.26	\$ 1,437,372.33	\$ 505,080.07
2024-2025	\$ 931,902.50	\$ 729,934.98	\$ 732,895.55	\$ 1,462,830.53	\$ 530,928.03
2025-2026	\$ 935,910.50	\$ 729,969.24	\$ 730,055.22	\$ 1,460,024.46	\$ 524,113.96
	\$ 4,787,908.55			\$ 7,174,942.31	\$ 2,387,033.76
21/22 OVERCOLLECTION REFUND FRESNO COUNTY				\$	323,556.68
TOTAL OVERCOLLECTION BALANCE				\$	2,387,033.76
MONEY MARKET ACCOUNT BALANCE WITH INTEREST 9.30.2026				\$	2,318,786.82
22/23 ESTIMATED BOND OVERCOLLECTION REFUND - IN PROGRESS AT FRESNO COUNTY				\$	495,000.00
23/24 ESTIMATED BOND OVERCOLLECTION REFUND				\$	505,263.65

2025 - 2026 TAX ASSESSMENT COLLECTIONS & PAYMENTS	
1ST INSTALL TAX ASSESSMENT COLLECTED 2025-2026 12/30/2025	\$ 729,969.24
PAYMENT MADE 2/28/2026 2025-2026 (INTEREST ONLY)	\$ 273,073.10
2ND INSTALL TAX ASSESSMENT COLLECTON 2025-2026 5/21/2026	\$ 730,055.22
PAYMENT DUE 8/31/2026 2025-2026 (INTEREST & PRINCIPAL)	\$ 662,837.40
25.26 OVERCOLLECTION (ESTIMATE)	\$ 524,113.96

ORIGINAL BOND AMOUNT JULY 2021			
2021A BOND	4%	\$	10,290,000
2021B BOND	3.51%	\$	8,110,000
		\$	18,400,000

\$250,264.41 INTEREST @ 3.95%
 \$5,045.00 FUNDS TO START ACCOUNT
 \$2,063,477.41 OVERCOLLECTION BALANCE
 \$2,318,786.82 SEPTEMBER 2026 BALANCE

MONEY MARKET FUND EARNING 3.95% INTEREST

9.30.2026

PANOCHÉ WATER DISTRICT CASH RESERVE REPORT

BANK ACCOUNT BALANCES THRU 9.30.2026

13112-000		
MECHANIC CKNG #*****8566	\$	88,659.08
13132-000		
MECHANIC MM # 2305	\$	6,001,352.79
13412-000		
MECHANIC PR#*****7895	\$	84,400.69
13465-000		
2021 REVENUE BONDS - LAIF	\$	1,257,033.25
13470-000		
CONTRACTUAL OBLIGATION FUND #9745	\$	2,318,786.82
13520-000		
LOCAL AGENCY INVESTMENT FD	\$	340,107.10
13525-000		
LPL WEALTH MANAGEMENT	\$	8,000,000.00
Report Total:		<u>\$ 18,090,339.73</u>

EXPECTED EXPENSES FOR 2026 - 2027		
RESERVE BALANCE AVAILABLE	\$	6,430,119
SERVICE TRUCK W/ BOOM	\$	- 2024 FORD F550 PICKUP
PUMPS & STRUCTURES	\$	143,343 PUMP REHAB
COMPUTER REPLACEMENTS	\$	3,926 UPDATE COMPUTERS
NEW VFD STATION	\$	65,200 VFD FOR PUMP
FOREFRONT POWER	\$	- SETTLEMENT
PISTACHIO FENCING (FORWARD FROM 25.26)	\$	20,937 PISTACHIO FENCING - BALANCE OF 1/2 COST
GRASSLAND BASIN AUTHORITY	\$	284,620 PROP 84 ADVANCE REIMBURSEMENT EXPECTED * (ADDED IN)
MID SIZE PICKUP	\$	- 2026 FORD RANGER PICKUP
WATER REVENUE USED 2026-2027	\$	400,000 USED TO OFFSET 2026-27 SUPP'L WATER RATE (\$515 TO \$500)
WATER REVENUE OVERAGE	\$	2,174,666 WATER YEAR 2024 - 2025 (TRACKING PURPOSES ONLY - NEEDS UPDATE)
RESERVE BALANCE AFTER EXPENDITURES	\$	6,081,333

Aaron Barcellos

September 29th, 2026

Review Period 08/07/2026 – 09/04/2026

Statement and documentation made available: 09/25/2026

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

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

Mr. Patrick McGowan – General Manager

Mr. Juan Cadena – Director of Operations

Mr. Chris Carlucci

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

Sincerely,

A handwritten signature in black ink, appearing to be 'A. Barcellos', with a long horizontal line extending to the right.

Aaron Barcellos

PANOCHE WATER DISTRICT
AGED ACCOUNTS RECEIVABLE, BY DUE DATE
As of 9/30/2026

Delinquency Notification Steps

Name	L Day + 1 Month 31-60 Days		L Day + 2 Months 61-90 Days		L Day + 75 Days		L Day + 3 Months Over 90 Days		Total A/R
B & C Farms c/o Raquel Barron	42.04	✓	36.46	✓			3,125.16	✓	3,203.66
Carbajal, Sylvia	8.52	✓	7.39	✓			762.69	✓	778.60
Carter, Shelley	305.20	✓							305.20
Correia, Beau and Katherine	3,004.43	✓	4,342.23	✓					7,346.66
Epic Farms	90.00	✓							90.00
Hanna M&M Family Trust							29,523.00	✓	29,523.00
Harvest Point, LLC							19,128.00	✓	19,128.00
KB Family Farm	13.25	✓	13.25	✓					26.50
Total:	3,463.44		4,399.33		0.00		52,538.85		\$ 60,401.62

Re-Issue Invoice	Re-Issue Invoice	Re-Issue Invoice	Re-Issue Invoice
Send Copy of Policy	Send Copy of Policy	Send Copy of Policy	Send Copy of Policy
	Notify Owner & Wtr User	Notify Owner & Wtr User	Notify Owner & Wtr User
	Deny New Wtr Orders	Deny New Wtr Orders	Deny New Wtr Orders
	GM to call	GM to call	GM to call
		15 Day Notice to Service	15 Day Notice to Service
		Assign 1.5% Interest	Assign 1.5% Interest
			Discontinue Wtr Service
			May Discontinue Drainage
			May Lien Property

NOTES:

B&C Farms / Mailed letter / Invoice/ Statement - Along with a copy of the delinquency policy to Daughter 7/7/2025 / Realtor contacted me 8/4/25 / Still Continuing to send statements & billings. 10/31 Sent Certified Letter - Have not heard back / Mailed Statement 1/5/26 & 2/4 & 3/4 & 4/6 & 5/6 & 6/2 & 7/7 & 8/4 & 9/3 & 9/15

Carbajal / Mailed out Letter along with a copy of the delinquency policy 7/7/ & 8/5 & 9/2 & 9/30 & 10/31 / Still Continuing to send statements & billings

Sent Certified Letter - Have not head back. / Mailed Statement 1/5/26 & 2/4 & 3/4 & 4/6 & 5/6 & 6/2 & 7/7 & 8/4 & 9/3 & 9/15

Carter / E-mailed her statement over to her along with a copy of the delinquency policy.

Correia /Rec'd payment 9/2 / E-mailed statement copy over and will hand out at board meeting

Epic Farms / E-mailed this over to Henry along with a copy of our delinquency policy.

Hanna/Harvest Point / The amounts owed are the Allocation Deposit USBR Water Cost Billings / I, Chris, and Patrick have talked to him

KB Family Farm made a payment on 9/2/26 / Interest Charges Remain / E-mailed a statement copy and will hand out at the board meeting.



panoche water district

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

BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: SANDRA REYES, WATER MASTER
SUBJECT: SEPTEMBER DIVISION REPORT – WATER DEPT.
DATE: October 13, 2026
CC : JUAN CADENA, WATER RESOURCES MANAGER
PATRICK MCGOWAN, GENERAL MANAGER

Water Supply as of October 1, 2026:

San Luis Reservoir Total Storage	<u>1,468,506 AF</u>
San Luis Reservoir Federal Storage	<u>487,383 AF</u>
San Luis Reservoir % of Total Capacity	<u>72 % (100% = 2,041,000 AF)</u>
San Luis Reservoir Federal % Share	<u>34 %</u>

Average 870,015 AF – As of Oct 1 – Overall at 169% of average

Panoche Water Supply as of October 1, 2026:

USBR 2026 Water Balance	<u>17,638 AF (28%)</u>
USBR Resch. Water Balance	<u>0 AF</u>
September, 2026 Grower Deliveries	<u>3,355 AF</u>
Total Deliveries to Date (Mar-Sept)	<u>47,269 AF (Includes Transfers Out)</u>

The water figures do not include the Drought Pool of 2,202 AF, or the banked water of 1,500 AF.

Water Department Updates:

The August O&M billings, Interest billings, & M&I water billings were completed & mailed out. September's Water Usage, Interest, and M&I Billings will go out 10/15/2026.

Worked with CCID/FCWD to color SJRECWA transfers, colored all other water and will report September's Water, M&I, and Transfer Usage for PWD for the DMC & SLC to SJRECWA/SLDMWA/USBR/DWR

Finalized the Water Payment Summaries for the DMC & SLC to the USBR & SLDMWA for September and coded them for AP to process for payment.

Finalized the PDD and PWD Board Meeting Minutes for last month's meetings. (MSWD's too)

Reconciled all the bank statements and the Fresno County Fund for the month of September and posted any interest in the GL for all Districts / Scanned them all onto the server.

Processed the Board Meeting AR Reports for PDD & PWD
Reached out to Growers regarding their delinquencies for both PDD & PWD
Verified USBR BORWORKS Delivery & Charges Reports for the DMC/SLC for August
Still working on a project with Juan on the overall District map APN's and ownership / researching and updating to current / Currently on Division 1 out of 5. (Juan has completed Sections 3, 4, and 5 already)
Updated the Water Forecast spreadsheet as of 10/1/26 for the board meeting.
Allocated all transfer in water and well-water pumped to grower's water accounts prior to billing.
Kept updating a "No Delivery Water List" for the canalmen letting them know who is low on water or no longer has water to accept water orders/ Working with the growers on the list to bring them to current / Also notes delinquencies, if any.
Processed 3 water transfers among the different Districts and coordinated delivery and approval with the participating Districts and the USBR/SLDMWA.
Worked with other Districts and water users to coordinate inter-District transfers.
Billed out additional Supp'l Water sold (103.65 AF) (Total of \$51,825)
Updated the Supplemental Water Pool spreadsheet for the board meeting as of 10/1/2026
Will bill out the PDD 2nd Installment Drainage Service Fee in October. (\$18.49/AC)
Starting a project of processing an individualized grower water reconciliation showing allocations, rescheduling, usage to date, and estimated usage to 2/28/27 to send out.

**USBR Allocation 28%, or 26,420 AF will equal approximately .68 AF/AC
At 100%, the allocation is 2.46 AF/AC**

PANOCHÉ WATER DISTRICT WATER ACCOUNTING

Month: **September, 2026**

10/5/2026

Water Supply																		
District Water March, 2026 - Feb, 2027	Annual AF	2026 March	2026 Apr	2026 May	2026 June	2026 July	2026 Aug	2026 Sept	2026 Oct	2026 Nov	2026 Dec	2027 Jan	2027 Feb	YTD Usage	Transfers Out	Not Pumped	Stored	Remaining Balance
Grower Transfer Ins	480			250	225	5								480				0
Transfer 1	3,000	242	307	572	750	1,129								3,000				0
Transfer 2	3,876			300	1,071	1,293	412							3,076	800	Sold / Transfer		0
Transfer 4	1,400			250	400	422	250	78						1,400				0
Transfer 5	271			8	55	114	94							271				0
Transfer 8	1,414			79	378	383	373	201						1,414				0
Grower Well Water	3,721		35	517	1,222	1,430	371	146						3,721				0
Gains or Losses	4,109	(291)	98	1,353	988	863	426	672						4,109				0
District Water Total	18,271	(49)	440	3,329	5,089	5,639	1,926	1,097	0	0	0	0	0	17,471				0
Bureau Water March, 2026 - Feb, 2027	Annual AF	2026 March	2026 Apr	2026 May	2026 June	2026 July	2026 Aug	2026 Sept	2026 Oct	2026 Nov	2026 Dec	2027 Jan	2027 Feb	YTD Usage	Transfers Out	Loss	Transfer In	Remaining Balance
Rescheduled Water	9,320	3,578	3,663	2,001										9,242		(78)		0
2026-20267 28% USBR	26,385			10	15	2,766	3,132	1,432						7,355	1,392			17,638
USBR Drought Program	2,350													0		(153)		2,197
Banked Water Program	1,500													0				1,500
Transfer 2	1,124			785	216	93	30							1,124				0
Transfer 3	5,000			1,225	2,407	1,219								4,851		(149)		0
Transfer 4	100							100						100				0
Transfer 6	3,907				1,953									1,953	1,953	Sold / Transfer		1
Transfer 7	1,448					101	296	355						752		(77)		619
Transfer 9	175				175									175				0
Grower Transfers In	2,887			525	865	474	652	371						2,887				0
Bureau Water Total	54,196	3,578	3,663	4,546	5,631	4,653	4,110	2,258	0	0	0	0	0	28,439	3,345	(457)	0	21,955
Total Water Supply	72,467	3,529	4,103	7,875	10,720	10,292	6,036	3,355	0	0	0	0	0	45,910	3,345	(457)	0	21,955
Usage																		
Growers		3,529	4,103	7,875	10,720	10,292	6,036	3,355						45,910				
Grower Transfers Out					600	400	92	300						1,392				
District Transfers/Sales														0				
USBR Drought Program														0				
Total Usage/Transfers		3,529	4,103	7,875	11,320	10,692	6,128	3,655	0	0	0	0	0	47,302				
Diff/Losses: % of Supply	%	-8%	2%	17%	8%	8%	7%	20%						9%				
Budget to Actual - AF	52,000	3,529	4,070	7,875	10,720	10,292	6,036	3,355						45,877	1,392			4,731

* Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual * / * USBR Allocation 28% includes M&I. Page 89 of 112 Transferred in 280 Add'l AF after board meeting / Used less USBR water

Panoche Water District

DELIVERIES, RECYCLED, POWER CHARGES REPORT

DISTRICT DELIVERIES						RETURN FLOWS					RUSSELL RECIRCULATION Energy Charges					PG&E CHARGES				
2022	2023	2024	2025	2026		2022	2023	2024	2025	2026	2022	2023	2024	2025	2026	2022	2023	2024	2025	2026
MAR	982	978	1,992	2,101	3,529	130	3	(164)	37	(291)	\$ 63	\$ 49	\$ 104	\$ 45	\$ 146	\$ 38,061	\$ 20,336	\$ 30,342	\$ 29,501	\$ 24,530
APR	2,303	2,980	3,690	5,012	4,103	556	85	90	145	98	\$ 128	\$ 920	\$ 236	\$ 17,091	\$ 23,155	\$ 95,409	\$ 60,283	\$ 100,923	\$ 81,246	\$ 96,572
MAY	3,839	6,411	7,313	8,294	7,875	728	538	747	8	1,353	\$ 1,413	\$ 1,266	\$ 24,408	\$ 35,782	\$ 28,310	\$ 103,548	\$ 76,265	\$ 131,564	\$ 129,334	\$ 113,552
JUN	5,434	9,792	10,019	11,370	10,720	782	566	1,028	833	988	\$ 27,615	\$ 11,491	\$ 54,027	\$ 59,609	\$ 43,592	\$ 148,032	\$ 115,412	\$ 182,855	\$ 178,339	\$ 193,651
JUL	5,612	11,545	12,186	11,576	10,292	83	650	1,787	2,122	863	\$ 46,544	\$ 12,039	\$ 74,553	\$ 68,501	\$ 50,086	\$ 209,145	\$ 213,325	\$ 332,340	\$ 271,389	\$ 246,862
AUG	4,165	8,888	7,724	7,545	6,036	(253)	862	609	367	426	\$ 36,685	\$ 28,407	\$ 65,701	\$ 53,744	\$ 46,300	\$ 179,674	\$ 203,428	\$ 258,161	\$ 248,974	\$ 243,804
SEP	2,790	4,724	4,062	4,631	3,355	(240)	37	274	228	672	\$ 22,748	\$ 39,151	\$ 49,877	\$ 50,021	\$ 3,309	\$ 143,734	\$ 163,960	\$ 196,922	\$ 219,763	\$ 207,386
OCT	1,693	2,790	3,614	2,208		(171)	223	(64)	16		\$ 8,034	\$ 2,365	\$ 3,657	\$ 35,291		\$ 82,107	\$ 119,971	\$ 147,887	\$ 150,265	
NOV	266	1,134	748	384		(161)	(107)	(171)	(105)		\$ 7,014	\$ 202	\$ 105			\$ 202,938	\$ 86,638	\$ 112,013		
DEC	89	1,223	240	374		(15)	(58)	(18)	(48)		\$ 113	\$ 211	\$ 105			\$ 33,649	\$ 64,191	\$ 39,249		
JAN	15	1,860	2,466	1,533		(83)	98	(49)	(8)		\$ 93	\$ 222	\$ 110	\$ 227		\$ 25,041	\$ 70,825	\$ 18,785	\$ 14,505	
FEB	743	1,827	3,750	2,633		137	16	292	(143)		\$ 101	\$ 311	\$ 3,120	\$ 222		\$ 31,647	\$ 54,764	\$ 56,196	\$ 26,099	
Total	27,931	54,152	57,804	57,661	45,910	1,493	2,913	4,361	3,452	4,109	\$ 150,552	\$ 96,633	\$ 276,004	\$ 320,533	\$ 194,897	\$ 1,292,985	\$ 1,249,397	\$ 1,607,237	\$ 1,349,416	\$ 1,126,356
YEAR TO DATE	25,125	45,318	46,986	50,529	45,910	1,786	2,741	4,371	3,740	4,109	\$ 135,198	\$ 93,322	\$ 268,907	\$ 284,794	\$ 194,897	\$ 917,603	\$ 853,008	\$ 1,233,107	\$ 1,158,548	\$ 1,126,356

Water Year	2022-23	2023-24	2024-25	2025-26	2026-27	5 Yr. Average
USBR Allocation	0.00%	100.00%	50.00%	55.00%	28.00%	47%
Total Alloc. Acreage	38,202	38,317	38,317	38,317	38,317	38,294
A/F / acre	0.73	1.41	1.51	1.50	1.20	1.27
Effective Precip.	0.31	0.41	0.19	0.29	0.07	0.25
Total Applied a/f	1.04	1.82	1.70	1.79	1.27	1.52

Total Precip. Inches 7.34 9.73 4.56 6.92 1.73 (From Mar 1 to Sep 30)

Total rainfall /2/12

Total Rainfall from Oct. 2025 to today is 7.78 inches.

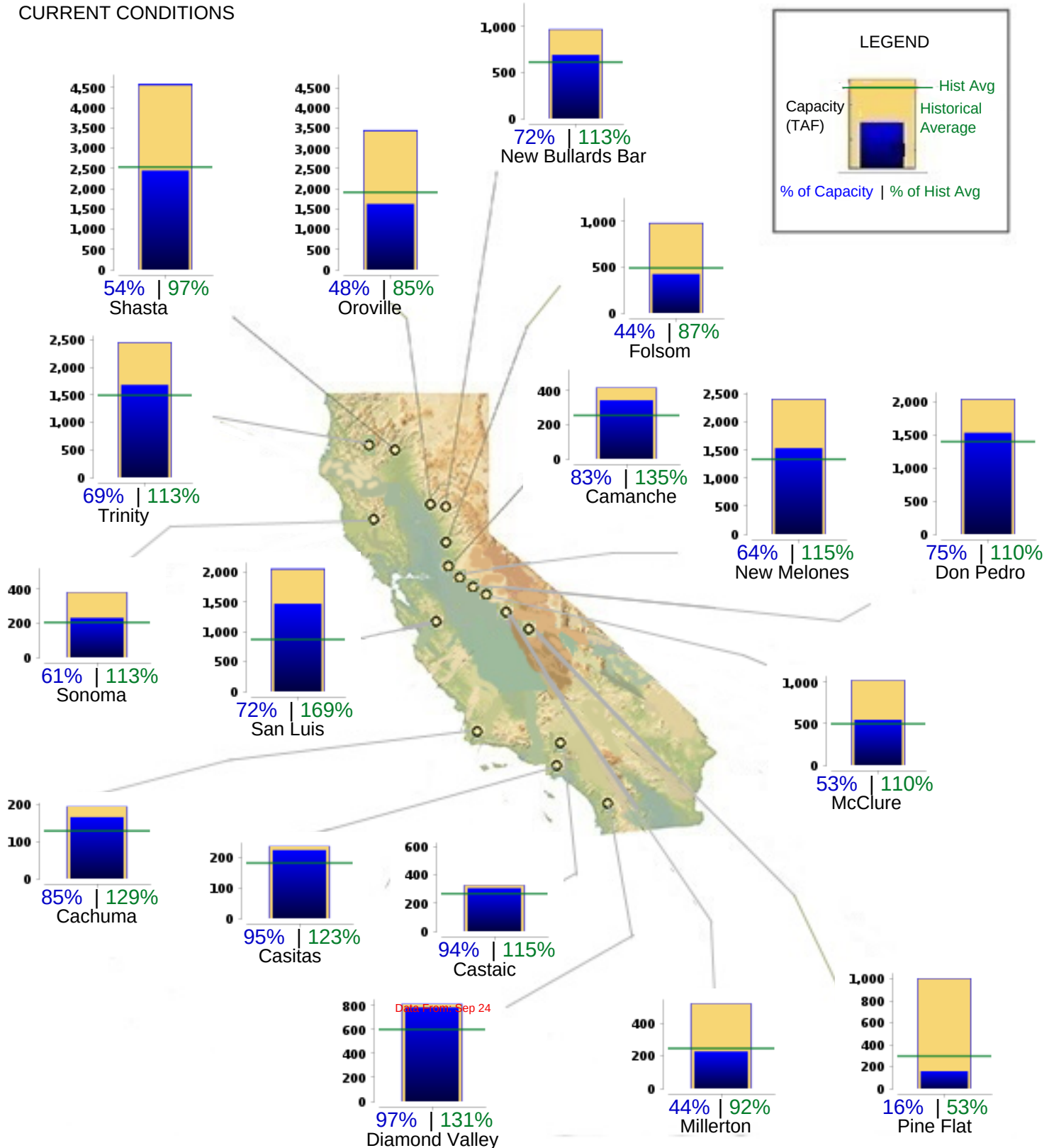


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - September 30, 2026

CURRENT CONDITIONS



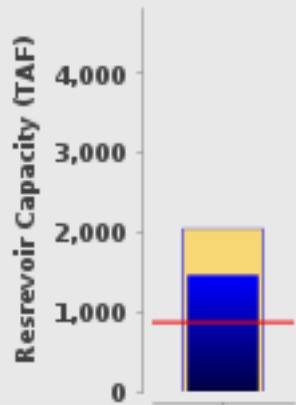


CURRENT RESERVOIR CONDITONS

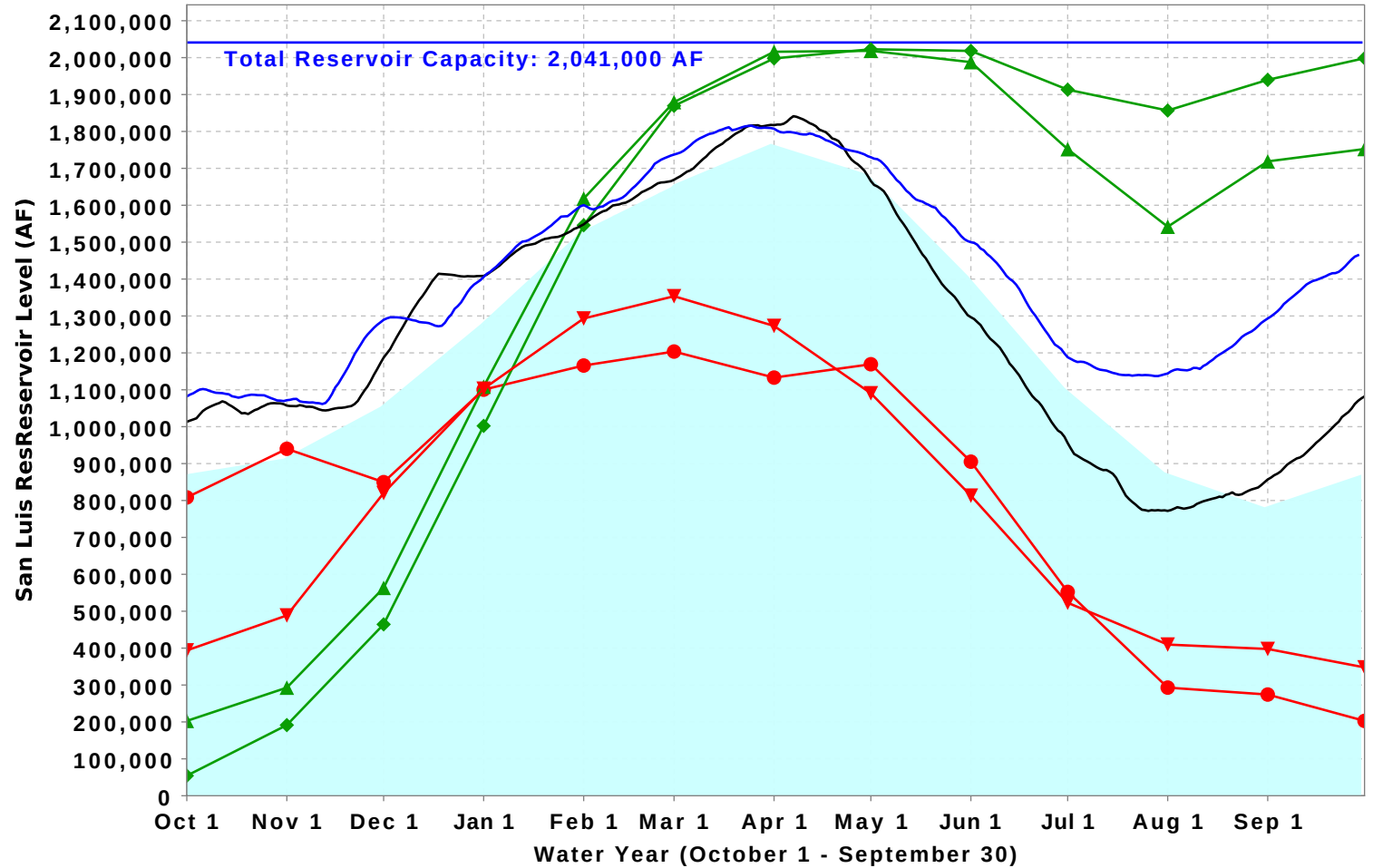


San Luis Res Conditions

(as of Midnight - September 29, 2026)



San Luis Res Levels: Various Past Water Years and Current Water Year, Ending At Midnight
September 29, 2026



■ Historical Average
 — Total Reservoir Capacity
 ● 1976-1977
 ▲ 1977-1978
 ◆ 1982-1983 (Wettest)
 — 2024-2025
 ▼ 2014-2015 (Driest)
 — Current: 2025-2026

72%
 (Total Capacity)

169%
 (Historical Avg.)

Panoche Water District
Water Year 2026-2027
 Water Forecast

10/8/2026 3:46 PM

PWD Forecasted Water Usage

/ AF Could Change

District Direct Delivery	AF	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
CCID/FCWD	3,000	242	307	572	750	1,129							
SLCC Eastside Water	3,076			300	1,071	1,293	412						
FCWD Conserved Wtr	1,400			250	400	422	250	78					
FCWD Add'l Wtr	271			8	55	114	94						
Brackish Wtr Recovery Proj	1,414			79	378	383	373	201					
Grower Transfer Ins	480			250	225	5							
Grower Well Water	3,721		35	517	1,222	1,430	371	146					
Gains	4,109	(291)	98	1,353	988	863	426	672	50	(1)	(36)	17	103
Total	17,471	(49)	440	3,329	5,089	5,639	1,926	1,097	50	(1)	(36)	17	103

0
0
0
0
0
0
0
-133

Bureau CVP Delivery	AF	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Rescheduled Water 25-26	9,320	3,578	3,663	2,001									
WY26-27 28% USBR Alloc.	26,385			10	15	2,766	3,132	1,432	1,904	328	370	1,363	2,267
USBR Drought Pool	2,350												
Banked Water Program	1,500												
SLCC Eastside Water	1,124			785	216	93	30						
FCWD Add'l Wtr	100							100					
West Stanislaus ID	5,000			1,225	2,407	1,219							
SJRECWA/SLDMWA	1,953				1,953								
YUBA	1,448					101	296	355					
MSWD Rescheduled Wtr	175				175								
Grower Transfers In	2,887			525	865	474	652	371	34	19	3		
Total	52,242	3,578	3,663	4,546	5,631	4,653	4,110	2,258	1,938	347	373	1,363	2,267

Losses		
0	(78)	USBR Surplus
12,798		12,798
2,066	(284)	(600) X-fer Out/Coit
1,500		(284) Fill Drought Pool
0		(300) X-fer Out/Gargiulc
0		(100) X-fer Out/Coit
0	(149)	(92) X-fer Out/Gargiulc
0		(300) X-fer Out Bethel/D
619	(77)	11,122
0		
-56		
Rescheduling 9,400		

Totals	69,713	3,529	4,103	7,875	10,720	10,292	6,036	3,355	1,988	346	337	1,380	2,370
USBR Rescheduled Wtr Losses	(78)		(57)	(21)									
USBR Drought Pool Losses	(284)	(42)	(23)	(23)	(23)	(22)	(22)	(22)	(22)	(22)	(21)	(21)	(21)

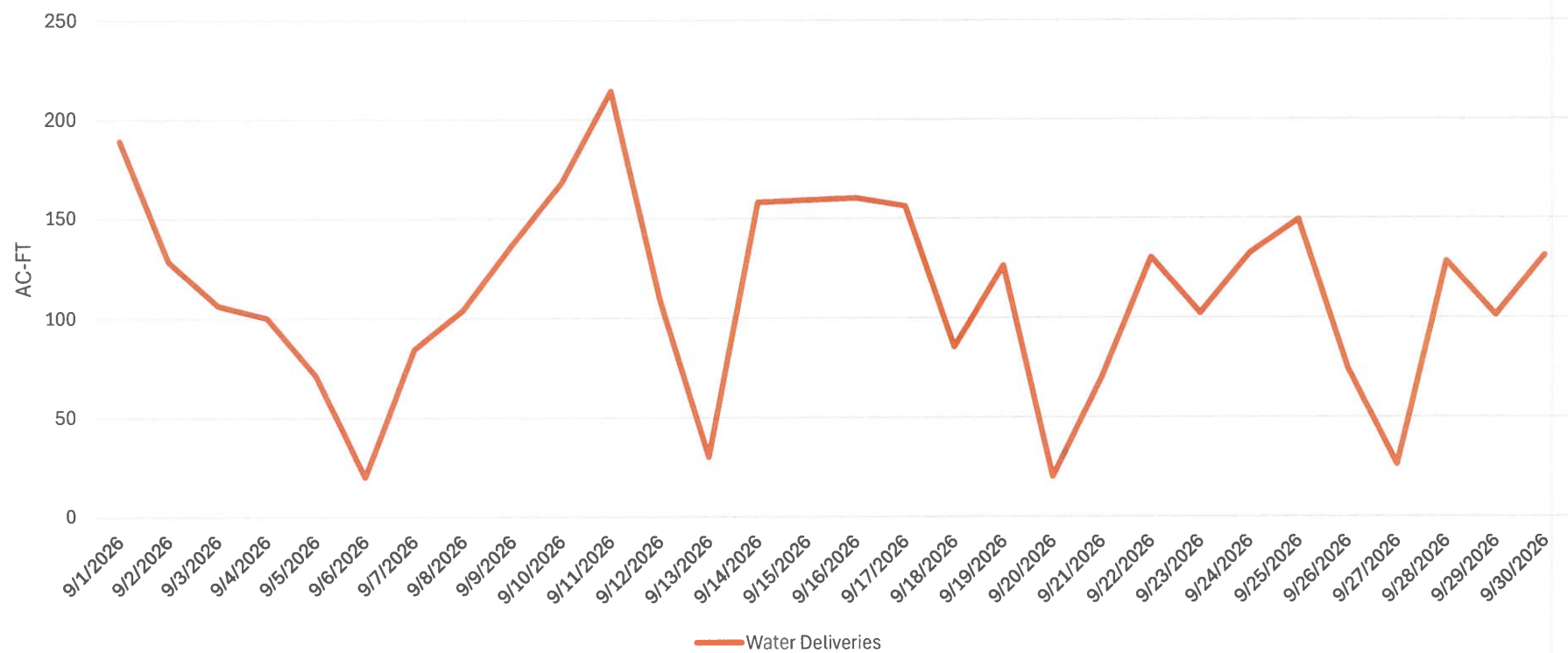
PWD Estimated Grower Usage

For Water Year 2026-2027		60%	-18%	-6%	-5%	-11%	-20%	-27%	-10%	-10%	-10%	-10%	-10%
	AF	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Grower Deliveries	52,331	3,529	4,103	7,875	10,720	10,292	6,036	3,355	1,988	346	337	1,380	2,370
Transfers Out	600				600	400	92	300					
Sales	0												
Totals	52,931	3,529	4,103	7,875	11,320	10,692	6,128	3,655	1,988	346	337	1,380	2,370

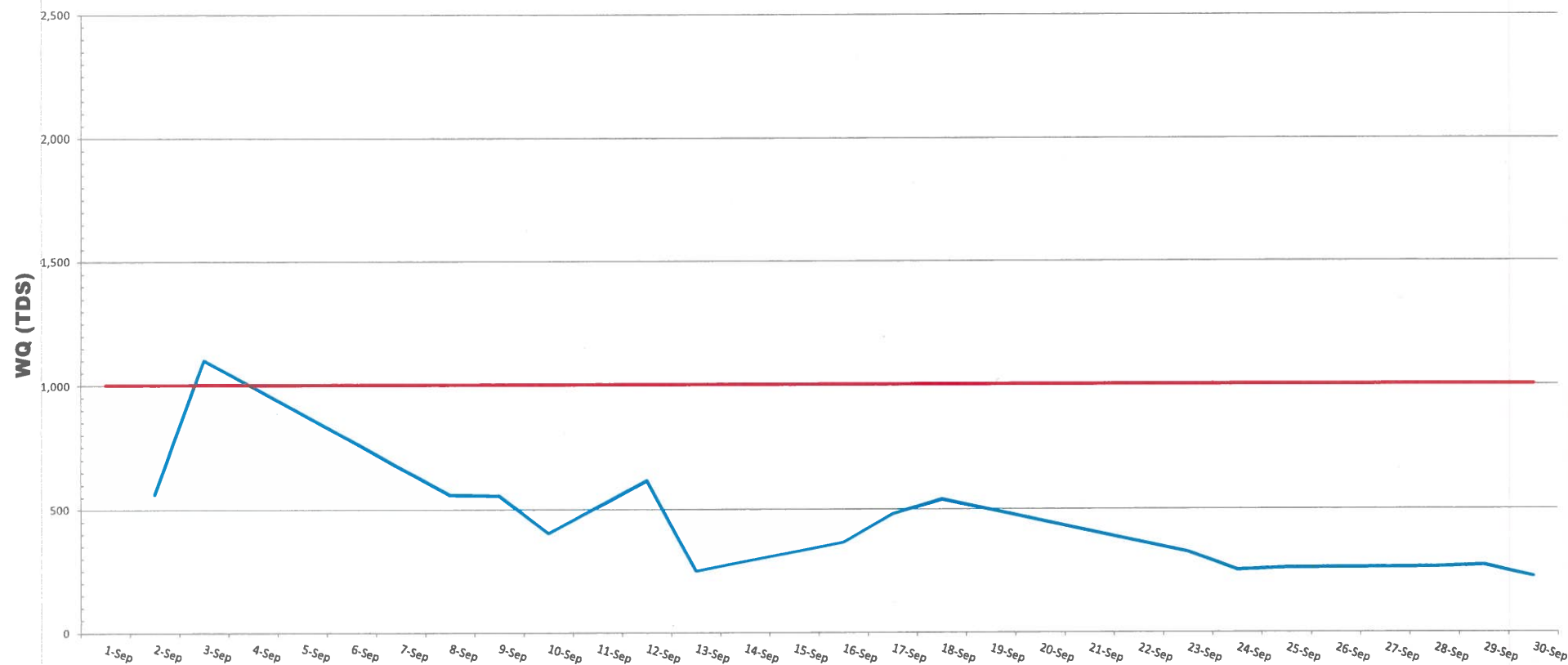
PWD Grower Deliveries

For Water Year 2025-26													
Last Year Delivery Comparison	AF	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Grower Deliveries	57,661	2,101	5,012	8,294	11,370	11,576	7,545	4,631	2,208	384	374	1,533	2,633
Transfers Out	522	0	0	0	0	300	0	0	0	0	222	0	35
Sales	13,000	0	0	0	4,500	500	1,572	1,428	0	2,000	0	0	3,000
Totals	71,183	2,101	5,012	8,294	15,870	12,376	9,117	6,059	2,208	2,384	596	1,533	2,633

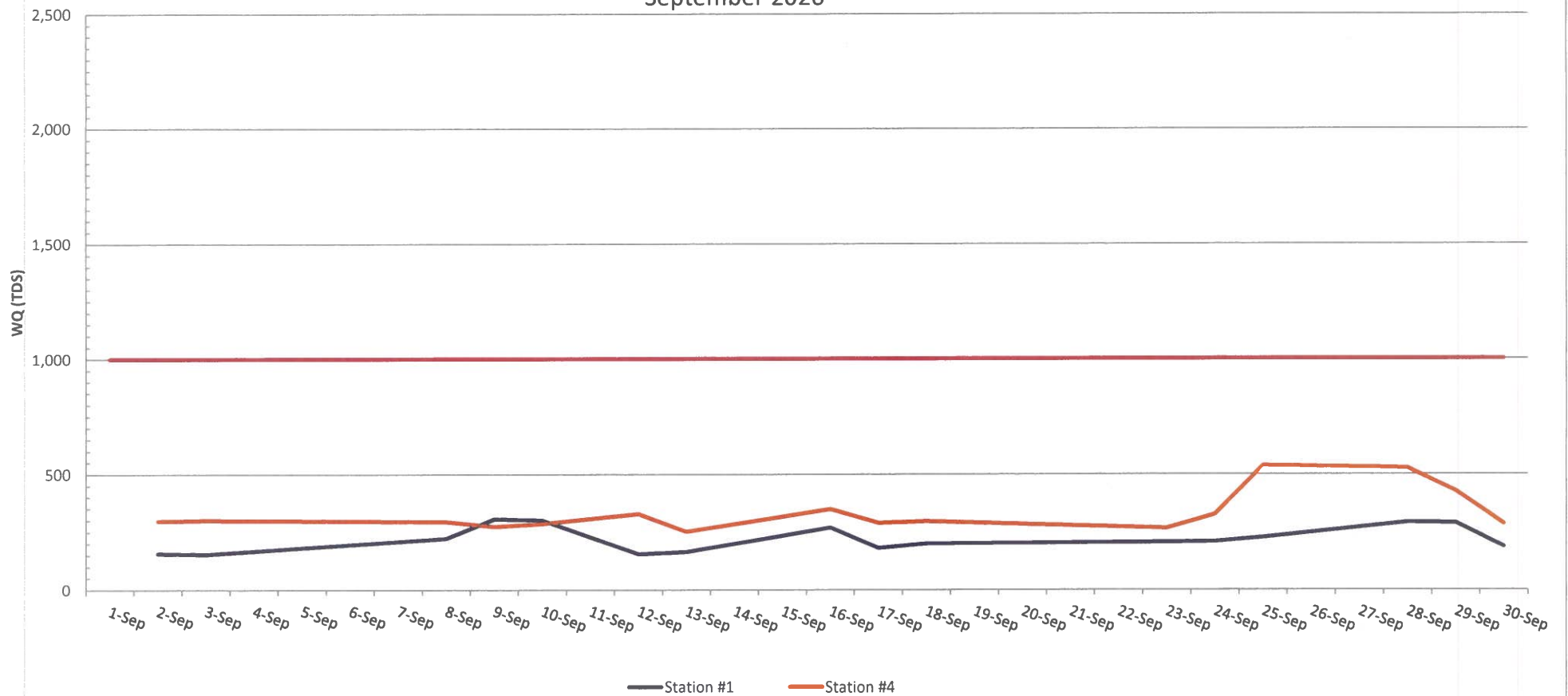
Panoche Water District September 2026 Water Deliveries



Panoche Water District
T-2 Water Quality
September 2026



Panoche Water District
Main Canal Water Quality
September 2026



PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: CHRIS CARLUCCI, OPERATIONS & MAINTENANCE MANAGER

SUBJECT: DIVISION REPORT – OPERATIONS & MAINTENANCE

DATE: OCTOBER 10TH, 2026

CC: PATRICK MCGOWAN, GENERAL MANAGER

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

- General Maintenance.
- Staff replaced pipeline at 500 W box. (Shields Ave)
- Staff made repairs to Old Station pipeline. (Pump #2)
- Staff installed new turnout. (Lateral 1)
- Staff made a new weir for turnout #22.
- Contour Canal Project- Just waiting for wintertime to install gates, once we can dewater the canal.
- Weed Control- Staff sprayed PWD main canal and Contour Canal. Canal treatments at Russell turnout and 11E ditch.
- Water Treatment Plant- Weekly site visits. (Mondays & Fridays)
- Pacheco WD- No Activity
- GBA- No Activity
- Preventive Pump Maintenance Plan. (work in progress)
- AgMonitor- Main Canal Pump station #1 is now active. We are now tracking Water Use Per (AC-AF) and Cost Per (AC-AF)
- Golden Mussel – I've done a 30-day study at PWD – CCID direct connect, DMC Main Canal station #1, DMC Canal T- Canal station T-1, and at the Aqueduct 10E-2 turnout. I have checked these locations once a week and have not found a high number of mussels at these locations. I am going to keep these traps up and keep monitoring them on a weekly basis.

Company: Panoche Water District

Company Pumping Hours: 1548

Ranch: Panoche Water District

Ranch Pumping Hours: 1548

Appliance	Appliance Type	Nameplate HP	Data Provider	Data Provider ID	Appliance Usage (hours)	Energy Use (kWh)	Est. Cost (\$)	Water Use (ac-ft)	Cost per Ac-ft (\$)	Average Efficiency (%)	Target Efficiency (%)	Peak Hours	Peak Charges (\$)	On Peak (%)
CC Station #6E & CC Station #6E Pump 2 & CC Station #6E Pump 3 & CC Station #6E Pump 4 & CC Station #6E Pump 5	Pump		PG&E	6227993450	168	33,491	\$ 9,455.23					Not available	\$ 823.21	12%
KL Station #1	Pump	15	PG&E	3241365724	42	635	\$ 226.39					Not available	\$ 8.28	5%
KL Station #2	Pump	30	PG&E	3008455386	38	681	\$ 249.98					Not available	\$ 7.09	6%
MC "Old" Station #1	Pump	99	PG&E	3008455582	0	0	\$ 10.03					0:00	\$ -	
MC Old Station Pump 2 & MC Old Station Pump 3	Pump		PG&E	3008455273	0	0	\$ 10.03					Not available	\$ -	
MC Station #1 Pump 1 & MC Station #1 Pump 2 & MC Station #1 Pump 3	Pump		PG&E	3008455782	51	2,804	\$ 1,426.92					5:30	\$ 141.95	11%
MC Station #1 Pump 1	Pump	99	Pumpsight	4111.totalflow_c	168		\$ 1,296.92	138.27	\$ 9.38			5:00	\$ 129.02	11%
MC Station #1 Pump 2	Pump	99	Pumpsight	4113.totalflow_c	168		\$ 130.00	13.86	\$ 9.38			0:30	\$ 12.93	11%
MC Station #1 Pump 3	Pump	99	Pumpsight	4115.totalflow_c	0		\$ -	0				0:00	\$ -	
MC Station #2 & MC Station #2 Pump 2 & MC Station #2 Pump 3 & MC Station #2 Pump 4	Pump		PG&E	3241365145	41	5,642	\$ 2,846.85					Not available	\$ 130.28	12%
MC Station #3 & MC Station #3 Pump 2 & MC Station #3 Pump 3 & MC Station #3 Pump 4 & MC Station #3 Pump 5	Pump		PG&E	0497433715	48	4,802	\$ 2,423.16					Not available	\$ 133.80	13%
MC Station #4 & MC Station #4 Pump 2 & MC Station #4 Pump 3 & MC Station #4 Pump 4	Pump		PG&E	3241365931	55	4,355	\$ 2,198.62					Not available	\$ 178.31	13%
MC Station #5	Pump	125	PG&E	3008455302	0	0	\$ 10.03					Not available	\$ -	
MC Station #5 Pump 2	Pump	75	PG&E	3008455533	No per-asset energy data							Not available	\$ 81.17	13%
MC Station #5 Pump 3	Pump	75	PG&E	3008455785	53	2,790	\$ 1,406.05					Not available	\$ 75.94	16%
MC Station #6W & MC Station #6W pump 2	Pump		PG&E	3001920012	58	2,272	\$ 1,156.10					Not available	\$ 311.43	12%
MC Station #7W & MC Station #7W pump 2 (not in use)	Pump		PG&E	1264538850	168	12,661	\$ 3,599.26					Not available	\$ 172.08	13%
Panoche pump	Pump	76	PG&E	3241365570	No per-asset energy data							Not available	\$ 131.74	12%
RL Station #1	Pump	60	PG&E	3241365334	168	3,359	\$ 1,270.36	141.98	\$ 8.95	35%	59%	21:00	\$ 172.08	13%
RL Station #2	Pump	50	PG&E	3009338696	74	2,731	\$ 1,176.56							



PANOCHÉ WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622 (209) 364-6136

MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: DIANA MOSES, RISK MANAGEMENT ASSISTANT

SUBJECT: DIVISION REPORT – HUMAN RESOURCES

DATE: OCTOBER 13, 2026

CC: PATRICK MCGOWAN, GENERAL MANAGER

For September 2026, the following risk management and human resources activities occurred:

Workers' Compensation Update:

Currently, there are 2 active open workers' compensation claims:

- The employee's claim has been resolved with 0% permanent disability; however, the employee does have future medical. Under the Labor Code, the claim will remain open for 2 years from the last treatment (1/20/25) and can be closed as of 1/20/27.
- There were no claims for September

Employee Benefits:

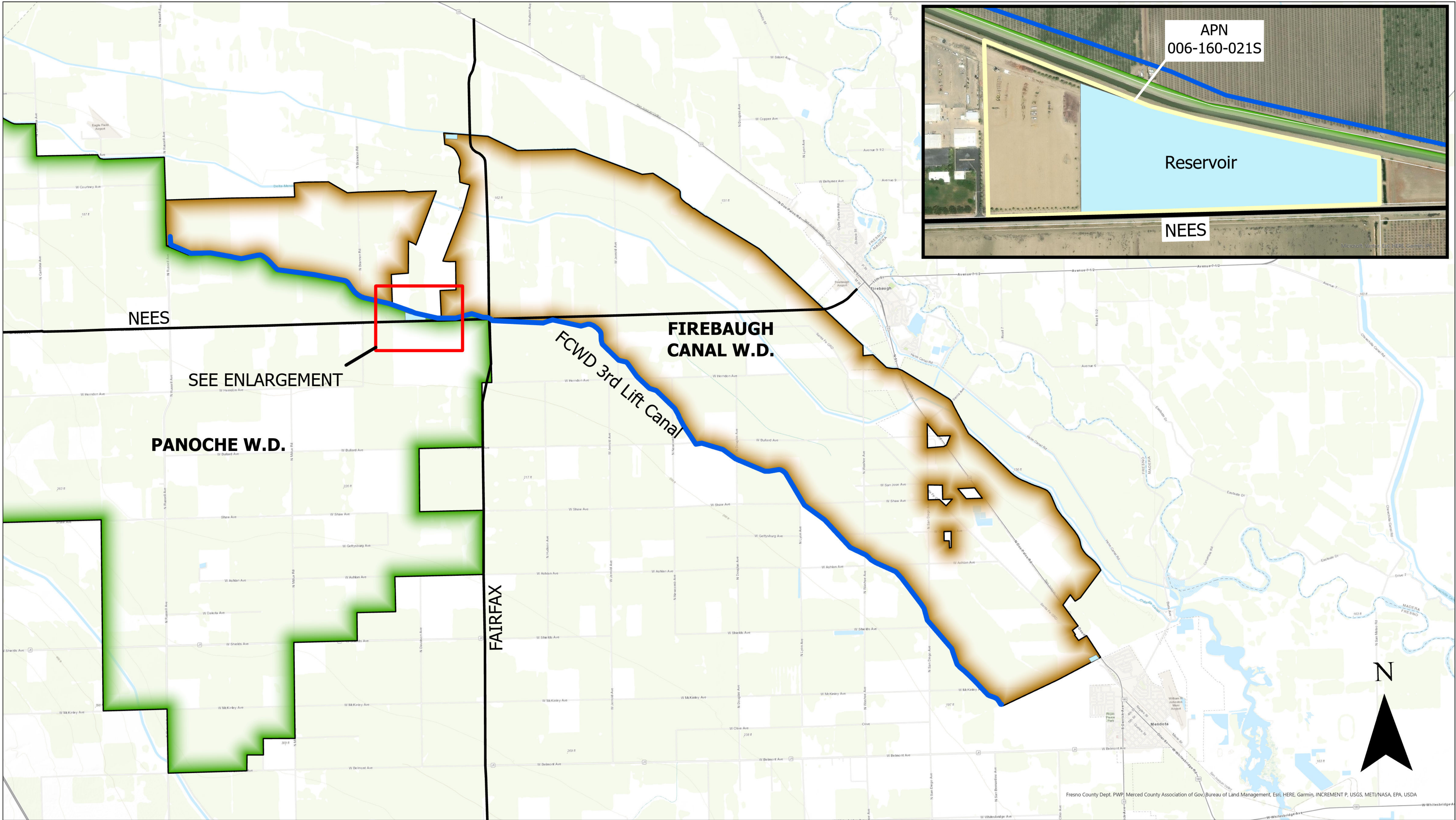
Open Enrollment for 2027 will begin on October 5, 2026, and end on November 6, 2026.

- This is the annual period when eligible employees can review their current benefits and make changes to their coverage for the upcoming 2027 plan year.

Employee Anniversaries:

- Patrick McGowan: 3 years. Patrick was hired on September 5, 2023.
- Juan Cadena: 18 years. Juan was hired on September 22, 2008.
- Sandra Reyes: 26 years. Sandra was hired on September 27, 2000.
- Arnold Jorge: 40 years. Arnold was hired on September 29, 1986.

Thank you for your dedication, hard work, and continued commitment to the team. We truly appreciate all that you contribute and look forward to celebrating many more milestones with you!



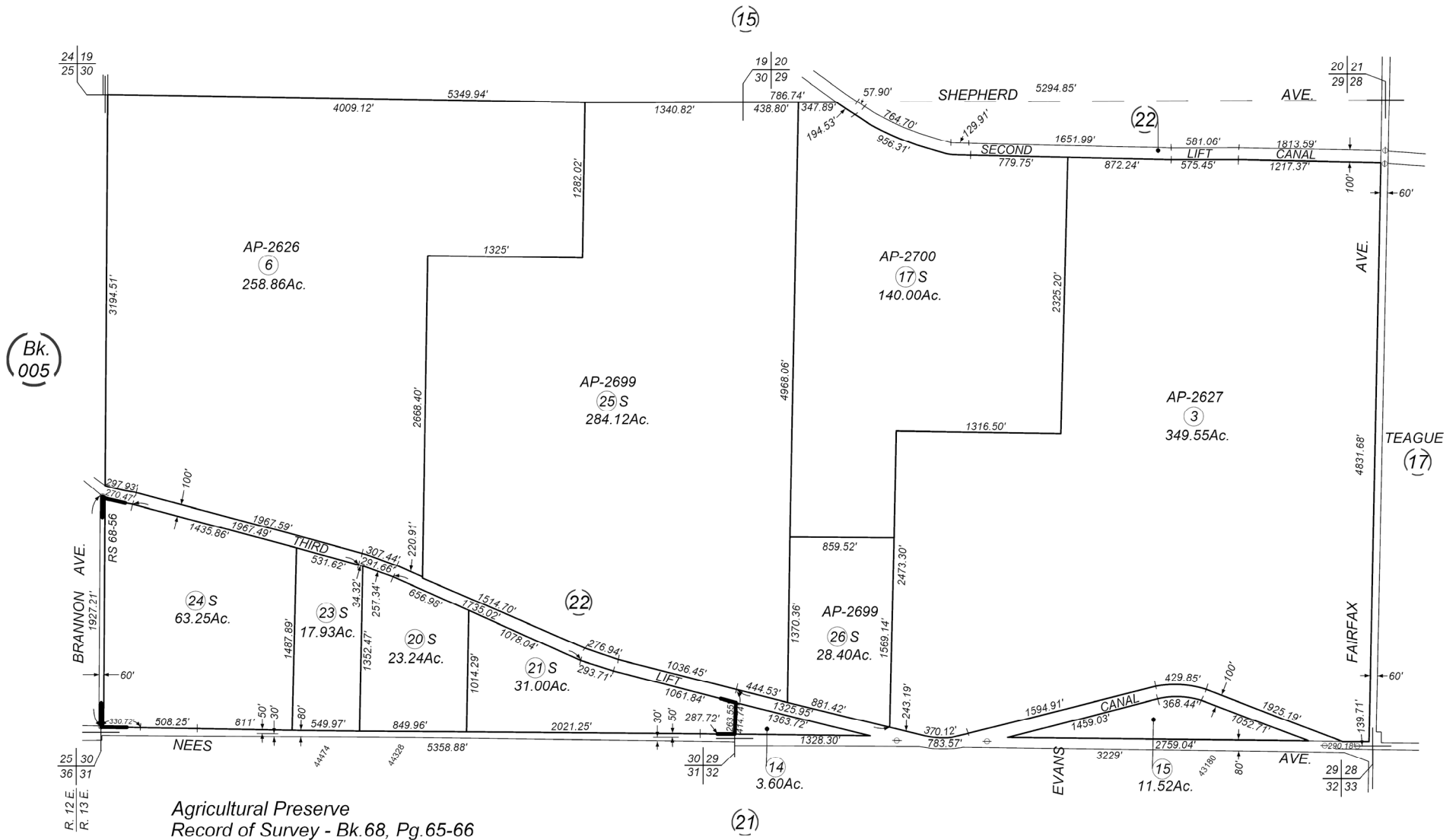
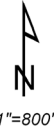
**Firebaugh Canal Water District
Location Map: 3rd Lift Canal Modernization Project**

-NOTE-
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

SEC'S. 29 & 30 T. 12 S., R. 13 E. M. D. B. & M.

Tax Rate Area
91-001
91-004

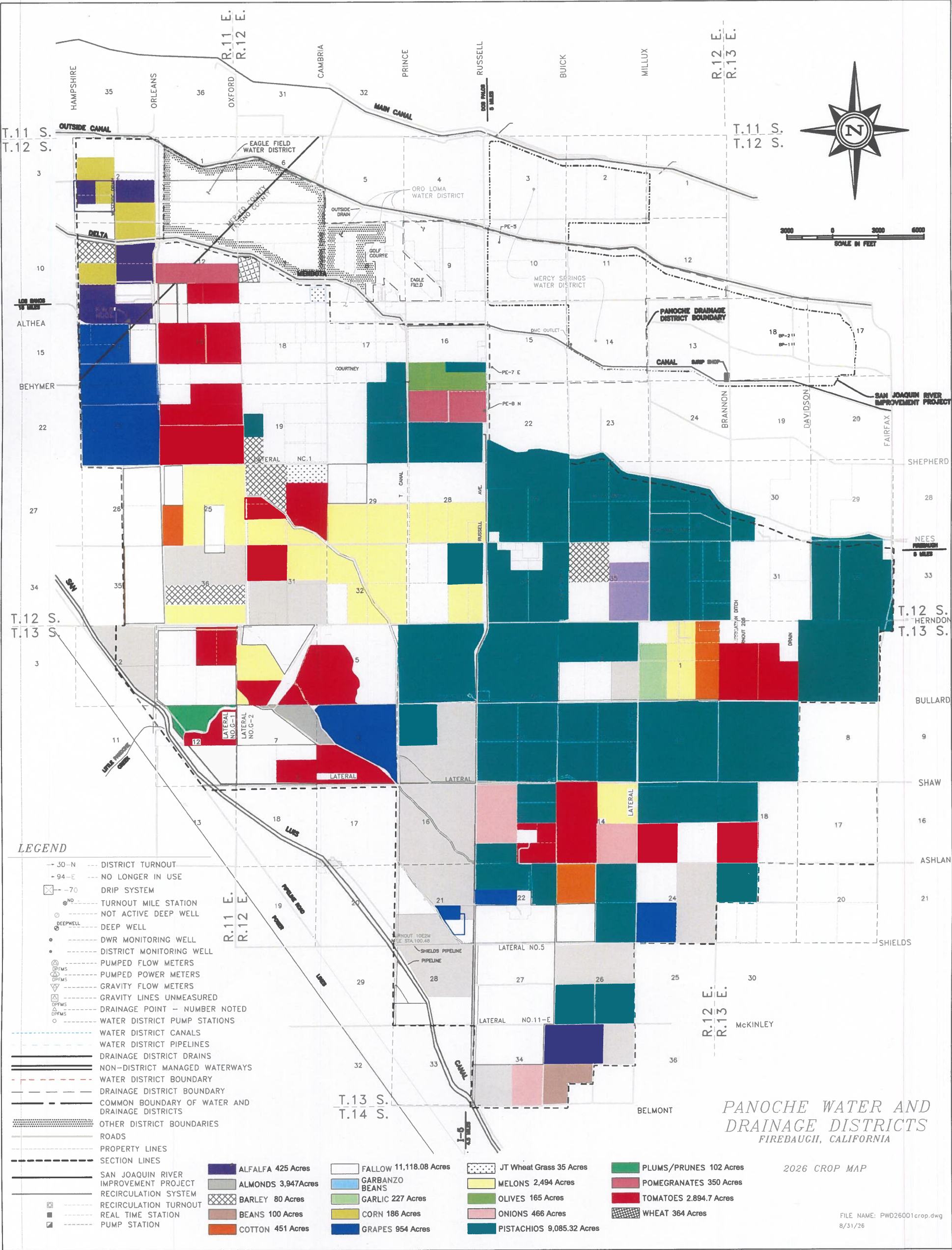
006-16



11/13/2024

Note - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 006 - Pg. 16
County of Fresno, Calif.



**PWD
SEPTEMBER 8, 2026
BOARD MEETING ACTION ITEMS**

1. Provide requested information to Decorum Wealth Management. MARLENE & PATRICK
COMPLETE
2. Determine reserve amount available to be invested. MARLENE & PATRICK
COMPLETE
3. Develop draft Board expectations document. PHIL & PATRICK
COMPLETE
4. Request extension from Fresno County Fire Protection District for site fire suppression plan.
PATRICK
COMPLETE
5. Request FDIC clarification from banking group. MARLENE
COMPLETE
6. Confirm CFWC's Executive Director's virtual attendance in October's meeting. PATRICK
COMPLETE
7. Confirm Decorum Wealth Management's availability to present investment proposal in October's meeting. PATRICK
COMPLETE
8. Review master services agreement with FFP. JOSH & PHIL
COMPLETE
9. Request temporary deferral for fire suppression from Fresno County Fire Protection District.
PATRICK
COMPLETE
10. Develop internal true up process for WIIN Act overpayment money to be distributed to landowners. SANDRA
IN PROGRESS
11. Memo to landowners and growers explaining the WIIN Act overpayment process once we are prepared to issue refunds. PATRICK & SANDRA
IN PROGRESS
12. Develop Water Use Policy. PATRICK & PHIL
IN PROGRESS
13. M&I water application. PATRICK & PHIL
IN PROGRESS
14. Approved plans to Fresno County for mitigation work for House 6 and O&M Shop. CHRIS & JUAN
ON GOING
15. Request estimates for mitigation work for House 6 and O&M Shop. CHRIS & JUAN
ON GOING

PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: PROSPECTIVE GRANT PROJECTS

DATE: OCTOBER 13, 2026

Executive Summary

Panoche Water District is evaluating the following projects for potential state grant funding, including opportunities associated with Proposition 4 SGMA implementation and watershed resilience programs. The projects are intended to address documented and emerging challenges associated with land subsidence, groundwater management, conveyance reliability, water quality, and protection of critical water infrastructure. Together, these investments would support the District's efforts to reduce reliance on groundwater, maximize the beneficial use of available water supplies, and improve long-term resilience within the Delta-Mendota Subbasin.

1. Lateral 2 Pipeline Project

The Lateral 2 Pipeline Project would replace 5-miles of an existing dilapidated open-channel conveyance facility with buried pipeline in an area affected by land subsidence. Subsidence and differential ground movement can reduce the capacity and reliability of open ditches by changing channel grades, creating low points, increasing seepage, and requiring repeated maintenance and regrading.

Pipelining Lateral 2 would provide a more stable and controlled conveyance system that is less vulnerable to the operational impacts of subsidence. The project would improve delivery reliability, reduce approximately 1,500 acre-feet of seepage and evaporation losses, and help Panoche maximize the use of imported surface water. Improving the District's ability to reliably

deliver surface water directly supports SGMA implementation by reducing the need for groundwater pumping and helping protect critical infrastructure from continued subsidence.

Potential Funding: Proposition 4 SGMA Implementation - subsidence mitigation, surface-water conveyance improvements, groundwater-demand reduction, and protection of critical infrastructure.

Estimated Cost: \$16,000,000

2. Russell Turnout 13E Traveling Screen Project

The Russell Turnout 13E Traveling Screen Project would install permanent screening infrastructure to improve the reliability and water quality of surface-water deliveries within Panoche Water District. The traveling screen would continuously remove debris, vegetation, and other material that can obstruct downstream facilities, interfere with water measurement and delivery, and increase maintenance requirements.

The project should be considered as part of the District's broader SGMA implementation and conveyance modernization strategy. Reliable surface-water infrastructure is essential to reducing dependence on groundwater pumping. Improving the operational reliability of Turnout 13E would allow Panoche to more efficiently receive and distribute available surface water, reduce interruptions to deliveries, and support the District's efforts to manage groundwater use and subsidence.

Potential Funding: Proposition 4 SGMA Implementation - conveyance upgrades, improved surface-water delivery reliability, reduced groundwater dependence, and infrastructure resilience.

Estimated Cost: \$300,000

3. 10E2 Long-Crested Weir Project - New Ditch

The 10E2 Long-Crested Weir Project would construct a permanent water-control structure within the District's new ditch to improve surface-water conveyance, water-level control, and delivery efficiency. The long-crested weir would allow Panoche to regulate water elevations and distribute flows more consistently while relying on gravity rather than energy-intensive pumping where feasible.

The project would strengthen the District's surface-water delivery system and improve its ability to move available imported water to growers. This is directly related to Panoche's SGMA implementation efforts because dependable surface-water conveyance reduces the need to rely on groundwater during periods when surface supplies are available. The project would also improve operational flexibility in areas where subsidence can affect ditch grades and hydraulic performance.

Potential Funding: Proposition 4 SGMA Implementation - surface-water conveyance modernization, subsidence adaptation, groundwater-demand reduction, energy efficiency, and infrastructure reliability.

Estimated Cost: \$400,000

4. California Aqueduct Enhanced Subsidence Monitoring and Benchmark Project

Panoche Water District, in partnership with San Luis Water District and Pacheco Water District, proposes to expand subsidence monitoring along the California Aqueduct from Milepost 75 to Milepost 103 through the installation of additional permanent survey benchmarks and strategically located monitoring points.

Land subsidence represents an ongoing concern for water agencies that depend upon the California Aqueduct and San Luis Canal for reliable delivery of imported surface water. Subsidence can alter canal grades, reduce available freeboard and conveyance capacity, affect turnouts and control structures, and ultimately reduce the reliability of water deliveries. Maintaining reliable surface-water conveyance is also directly connected to SGMA implementation because reductions in Aqueduct capacity or delivery reliability can increase pressure on local groundwater resources.

The California Department of Water Resources currently maintains an established subsidence monitoring network along the California Aqueduct. However, existing monitoring locations can be spaced significant distances apart. The participating districts propose to supplement the existing network by establishing additional permanent benchmarks at strategic locations within and adjacent to the Panoche, San Luis, and Pacheco service areas.

Increasing the density of monitoring locations would provide improved local resolution of changes in ground-surface elevation and help identify localized subsidence trends that may occur between existing monitoring points. The additional benchmark data could be evaluated alongside InSAR, GPS, groundwater-level, and other available monitoring information to improve understanding of the location, rate, and extent of subsidence.

The project would establish baseline elevations and a consistent long-term monitoring program so that changes can be evaluated over time. Where appropriate, benchmark locations and survey methodology would be coordinated with DWR and regional groundwater sustainability agencies to ensure that the resulting information complements existing monitoring programs and supports SGMA implementation.

Potential Funding: Proposition 4 - SGMA Implementation / Subsidence Monitoring / Critical Water Infrastructure Protection

Estimated Cost: TBD

PANOCHÉ WATER DISTRICT

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



BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: SURFACE WATER TREATMENT PLANT FUNDING APPLICATION
UPDATE

DATE: OCTOBER 13, 2026

Funding Application Status

The State Water Resources Control Board, Division of Financial Assistance (DFA), has confirmed that Panoche Water District's Surface Water Treatment Plant project meets the grant/principal-forgiveness eligibility criteria under the 2026-27 Drinking Water State Revolving Fund Intended Use Plan. A complete preliminary EDWG application has been submitted and DFA is currently completing its review. DFA has indicated that monthly Application Progress Reports will be provided identifying the status of the review and timeframes for future EDWG deliverables.

Engineering Amendment Update

Black Water Consulting Engineers is preparing an updated amendment intended to carry the project through engineering design, construction, and commissioning, while also providing continued support for the EDWG funding application.

Black Water is developing a detailed scope of work for each task and coordinating with five subconsultants to obtain their individual scopes and fee estimates. Because those proposals are still being developed, Black Water has advised that completion of the revised amendment may take a few weeks. The revised amendment is expected to remain substantially similar to the prior proposal, with the principal addition being the engineering design scope and associated costs through construction and commissioning.

Next Steps

Staff will continue coordinating with DFA and Black Water as the funding review and engineering scope progress. Once the amendment and subconsultant estimates are received, staff will review the scope and costs and return the item to the Board as appropriate. At this time, the project remains in the State's application review process while the District positions the engineering scope to move efficiently into design and, subject to funding and approvals, construction and commissioning.

PANOCHÉ WATER DISTRICT

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BOARD MEETING MEMORANDUM

TO: PANOCHÉ WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: AUTHORIZE EXECUTION OF MASTER SERVICES AGREEMENT AND
MUTUAL NONDISCLOSURE AGREEMENT

DATE: OCTOBER 13, 2026

Background

ForeFront Power and Panoche Water District have agreed that the most efficient process would be for Panoche to provide vegetation-management services associated with its facilities. The proposed arrangement would allow District staff to perform mowing, herbicide spraying, and general weed-abatement work so that vegetation is controlled appropriately and on a timely schedule.

District Benefit

District staff are familiar with local vegetation conditions, access needs, and the timing required to keep weeds under control. Having Panoche perform this work should provide better coordination and allow mowing and spraying to occur when conditions require it rather than waiting for a separate contractor. It also gives the District greater visibility over weed-abatement activities occurring around facilities within or adjacent to District operations.

Recommendation

Staff recommends that the Board authorize the General Manager to finalize and execute the Master Services Agreement with ForeFront Power and related work order(s), subject to final review of the scope, compensation, insurance, and other contractual requirements. The intent is for Panoche to provide mowing, spraying, and weed-abatement services in a safe, timely, and appropriate manner.

PANOCHE WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
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BOARD MEETING MEMORANDUM

TO: PANOCHE WATER DISTRICT BOARD OF DIRECTORS

FROM: GENERAL MANAGER, PATRICK MCGOWAN

SUBJECT: HEALTHY RIVERS AND LANDSCAPES PROGRAM

DATE: OCTOBER 13, 2026

EXECUTIVE SUMMARY

Healthy Rivers and Landscapes (HRL), formerly referred to as the Voluntary Agreements (VAs), was developed as an alternative approach for updating the Bay-Delta Water Quality Control Plan. The basic idea was to improve conditions for fish and wildlife through a combination of additional environmental water, habitat restoration, funding, science, and adaptive management, while also providing more certainty for Central Valley Project (CVP) and State Water Project water users.

There have been significant changes to the program over the last several months. The State Water Resources Control Board released its final draft Bay-Delta Plan on August 19, 2026. On September 4, Westlands Water District and the U.S. Bureau of Reclamation both raised concerns with the final draft. Westlands stated that it would not continue participating under the current terms unless the State returns to the commitments negotiated under the 2022 framework. Reclamation also stated that, if the State moves forward with the current approach, it will stop further participation or funding under HRL or similar State programs that do not adequately protect CVP contract supplies and project purposes.

BACKGROUND

The 2022 framework was intended to provide a broader approach than simply requiring additional flows through the Delta and its tributaries. Participating agencies proposed providing environmental water along with habitat improvements, water purchases, monitoring, science, and adaptive management. State materials describe the program as providing hundreds of thousands of acre-feet of environmental water and more than 45,000 acres of habitat improvements.

- Pair environmental flows with habitat restoration rather than relying solely on additional unimpaired-flow requirements.
- Use science, monitoring, and adaptive management to evaluate biological response and adjust actions over time.
- Provide a governance structure involving state, federal, and local water agencies.
- Create greater regulatory and water-supply certainty for participating water users while meeting Bay-Delta environmental objectives.

ORIGINAL SOUTH-OF-DELTA CVP COMMITMENTS AND COSTS

According to San Luis & Delta-Mendota Water Authority (SLDMWA), south-of-Delta CVP contractors were expected to help meet HRL commitments through a combination of reduced CVP exports and funding for environmental water purchases and science. Reclamation and certain south-of-Delta CVP agencies committed to a \$10 per acre-foot charge on water pumped at the Jones and Banks pumping plants and delivered to CVP contractors. Until Reclamation has authority to collect the charge directly, SLDMWA established a funding mechanism that could collect the charge from participating contractors and water users.

RECLAMATION / DEPARTMENT OF THE INTERIOR

On September 4, 2026, Reclamation responded to the State Water Board's final draft and raised concerns about the effect it could have on CVP water-supply reliability. Reclamation's position is that the current draft does not provide the level of certainty expected when the HRL framework was negotiated. Reclamation stated that, if the State continues with the current approach, it will stop participating in or funding HRL or similar State programs that do not protect CVP contract supplies and project purposes.

PUBLIC AGENCY POSITIONS

Westlands has also stated that it will not continue participating in HRL under the current State Water Board proposal unless changes are made. Westlands' concern is that the final draft moves away from the balance negotiated in 2022 and back toward a more regulatory, flow-based approach. WWD has said it continues to support science-based environmental improvements but believes the current proposal does not provide the balance between environmental benefits and water-supply reliability that was originally negotiated.

SLDMWA has generally supported HRL because it addresses habitat, flows, and other factors affecting fisheries instead of relying only on additional flow requirements. Recently in an August 19, 2026 joint statement, SLDMWA Executive Director Federico Barajas said HRL can still be a workable path, but that it needs to be based on sound science, allow operational flexibility, and protect both natural resources and water-supply reliability. For SLDMWA and its member agencies, the main issue is whether the final program keeps the balance that was originally negotiated and produces measurable environmental benefits without unnecessarily reducing water supplies.

CURRENT DECISION POINT

The State Water Board's written-comment deadline on the August 2026 final draft is September 18, 2026, and the Board is scheduled to consider adoption on October 28–29, 2026. The main issue to watch is whether the State makes changes in response to concerns raised by Reclamation, Westlands, SLDMWA, and other participants, or moves forward with the current proposal.



PANOCHÉ WATER DISTRICT

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

Dear Fresno County Fire Protection District:

Panoche Water District respectfully requests a temporary deferral of the requirement to implement a site fire suppression system at the District's facility.

Approximately six months ago, Panoche Water District submitted a Preliminary Engineering Report to the California Department of Water Resources for the development of a new surface water treatment plant. The District is currently working to finalize the design of this new system while also pursuing available state grant funding to assist with construction and implementation costs.

As part of the new treatment plant design, the District intends to incorporate the necessary fire suppression improvements to address the site's long-term fire protection needs. Coordinating these improvements with the overall treatment plant project will allow the District to develop a comprehensive system rather than making potentially duplicative improvements to the existing facility that may need to be modified or replaced as part of the upcoming project.

Additionally, incorporating the fire suppression improvements into the larger project may allow the District to utilize state grant funding to offset a portion of these costs. As a small public water district, this would help minimize the financial impact ultimately passed on to our landowners and water users.

Panoche Water District is not seeking to avoid its fire protection responsibilities. Rather, we are requesting reasonable additional time to coordinate the required improvements with the planned treatment plant project so that the work can be completed efficiently, appropriately, and in a manner that minimizes unnecessary costs.

We appreciate the Fresno County Fire Protection District's consideration of this request, please follow up with any questions.

Sincerely,

Patrick McGowan
General Manager
Panoche Water District