

AGENDA
PANOCHÉ DRAINAGE DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
December 14, 2021 – 9:00 a.m.

**CONSISTENT WITH RESOLUTION NO. 799-21 PROCLAIMING A LOCAL EMERGENCY AND
AUTHORIZING REMOTE TELECONFERENCE BOARD MEETINGS THROUGH DECEMBER 23, 2021
PURSUANT TO AB 361, THE OPEN SESSION OF THIS MEETING MAY BE JOINED
FROM YOUR COMPUTER, TABLET OR SMARTPHONE THROUGH THE FOLLOWING MEANS:**

<https://global.gotomeeting.com/join/832298085>

AND PLEASE DIAL

Conference call in number: (844) 783-6236 Passcode: 209 364 6136

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

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

6. DIVISION REPORTS:

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

At approximately 9:30 a.m., it is anticipated President Bennett will suspend the Panoche Drainage District meeting and continue the Panoche Water District-ONLY meeting.

At approximately 11:30 a.m., it is anticipated President Bennett will resume the Panoche Drainage District meeting.

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

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Ten

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

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

- Approval of DRAFT minutes from the March 9, 2021, regular meeting of the Board;
- Acceptance of the monthly financial statements for the period ending November 30, 2021.

ACTION ITEMS

- 10.** The Board to review and consider revising meeting dates and/or times (Azhderian);
- 11.** The Board to review and consider appointing a Secretary (Azhderian);
- 12.** The Board to review and consider a Resolution determining that during the Governor’s proclaimed state of emergency due to the COVID-19 pandemic, meeting in person would present imminent risk to the health or safety of attendees (Azhderian – Tab 3);
- 13.** The Board to review and consider authorizing to award purchase of 1,000 ft of 18” Dual Wall Pipe to Irrigation Design & Construction, LLC., for the Proposition 84 Task 3 Conveyance Construction – Grassland Bypass Operable Gates Project (Azhderian/Cardoza – Tab 4);

14. The Board to review and consider authorizing to award purchase of 3,600 lbs of Jose Tall Wheat Grass seed to R.C. Sherwood for the Proposition 84 Task 3 Conveyance Construction – Grassland Bypass Operable Gates Project (Azhderian/Cardoza – Tab 5);
15. The Board to review and consider authorizing execution of a Service Agreement with CAL INC. for the Proposition 84 Task 3 Reuse Land Development (Azhderian/Cardoza – Tab 6);
16. The Board to review and consider approving payment of bills (Otollo – Tab 7).

REPORT ITEMS

17. **CONTROLLER’S REPORT** (Tab 8)
 - A. FY 2021-22 Budget-to-Actual Report;
 - B. FY 2022-23 Budget Development;
 - C. Other financial matters affecting the District.
18. **DRAINAGE MANAGEMENT REPORT** (Tab 9)
 - A. Grassland Bypass Project Water Quality Monitoring;
 - B. San Joaquin River Water Quality Improvement Project;
 - C. Grassland Bypass Project;
 - D. Other Drainage Related Matters Affecting the District.
19. **GENERAL MANAGER’S REPORT** (Tab 10)
 - A. Prop 84 Grant for Westside Regional Drainage Plan:
 - i. Tile Sump SCADA Project;
 - ii. Land Acquisition;
 - iii. Stormwater Regulating Basins Expansion;
 - iv. Land Development;
 - v. Conveyance Optimization.
 - B. Grassland Basin Authority;
 - C. Other Matters Affecting the District.
20. **REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)**
21. **FUTURE MEETING DATES**
 - A. Board to Consider Action to Set Special Meeting Date(s): *Staff requests December 21, 2021.*
 - B. Next Regular Meeting Date: January 11, 2022.
22. **ADJOURNMENT**
 - ❖ Items on the Agenda may be taken in any order.
 - ❖ Action may be taken on any item listed on the Agenda.
 - ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

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

**PANOCHÉ DRAINAGE DISTRICT MEETING MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
March 09, 2021, at 9:00 A.M.**

A regular meeting of the Board of Directors was held on March 09, 2021, at 9:00 a.m., in accordance with Governor Newsom’s Executive Orders N-25-20 and N-29-20 issued in response to the COVID-19 Pandemic, which allows local and state legislative bodies to hold meetings by web and teleconference, and to make meetings accessible to the public electronically. Those present at the meeting were:

- Directors Present: John Bennett, President
Mike Stearns, Secretary
Michael Linneman, Director
- Directors Absent: Sue Redfern-West, Vice-President
Ross Koda, Director
- District Staff Present: Ara Azhderian, General Manager
Juan Cadena, Water Resources Manager
John Paul Otollo, Treasurer & Controller
Lorena Chagoza, Ethics & Compliance Officer
- Others Present: Philip Williams, General Counsel
Diane Rathmann, Of Counsel
Palmer McCoy, Grassland Basin Authority

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

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

CALL TO ORDER

President Bennett called the regular meeting to order at 9:01 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

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

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

DIVISION REPORTS

- A. Water Resources Manager, Juan Cadena reported on water deliveries and maintenance activities, noting that pumps were being repaired at the Recirculation System, Station 2, and Station T-6 and that concrete was being repaired on various laterals. He said staff were cleaning approximately 5 miles of drains and reported that a portion of the Grassland Bypass Channel levee had failed and had been repaired the previous week.
- B. Controller, JP Otollo reported accounting staff were working on the fiscal year-end close-out procedures. He said the water department was focused on processing rescheduling requests and supplemental water sales. Lastly, Otollo reported staff were working on preparation of the 2021-22 fiscal-year budget.
- C. Ethics & Compliance Officer, Lorena Chagoya updated the Board on the various risk management activities for the month of February, including conducting the training of the District's COVID-19 Prevention Program and staying up to date on COVID related changes that may affect the District's management protocols. Chagoya reported that there were no cases reported on the Speakup Hotline, however, there were two internal reports, which were pending internal investigation. She said there were no liabilities claims nor COVID-19 cases and that there was one worker's compensation claim for the month. Chagoya also reported on various upcoming trainings for employees and Board members, including a two hours Ethics & Compliance Annual training, one and two hours of sexual harassment training, and the Ethics AB1234 training. Lastly, Chagoya reminded the Board and any affiliate filers that form 700s were due April 1st.

At approximately 9:20 a.m., President Bennett suspended the Panoche Drainage District meeting and continued the Panoche Water District-ONLY meeting.

JOINT CLOSED SESSION

General Counsel Williams announced that the Panoche Water and Drainage Districts Boards would meet jointly in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (1), (2), or (3).

At approximately 12:30 p.m., President Bennett called the joint closed session to order.

At approximately 12:44 p.m., President Bennett adjourned the joint closed session.

JOINT CLOSED SESSION REPORT

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

CONSENT CALENDAR

General Manager Azhderian presented the Board with the Consent Calendar items, including the monthly financial statements for the period ending February 28, 2021. After consideration, on a motion by Director Linneman, seconded by Director Stearns, the Board unanimously accepted the Consent Calendar as presented.

The vote on the matter was as follows:

| | |
|-------|----------------------------|
| Ayes: | Bennett, Stearns, Linneman |
| Nays: | None |

| | |
|----------|--------------------|
| Abstain: | None |
| Absent: | Redfern-West, Koda |

THE BOARD TO REVIEW AND CONSIDER APPROVING PAYMENT OF BILLS

Controller Otollo presented the Board with the District’s accounts payable. After consideration, on a motion by Director Stearns, seconded by Director Linneman, the Board unanimously approved payment of the bills.

The vote on the matter was as follows:

| | |
|----------|----------------------------|
| Ayes: | Bennett, Stearns, Linneman |
| Nays: | None |
| Abstain: | None |
| Absent: | Redfern-West, Koda |

CONTROLLER’S REPORT

Controller Otollo reviewed the District’s budget-to-actual report with the Board, noting that the projected actual operations and maintenance costs were tracking well below the budget.

DRAINAGE MANAGEMENT REPORT

General Manager Azhderian presented the Board the Grassland Bypass Project monthly water quality monitoring report. He also updated the Board on various drainage management activities, including the Mud Slough Restoration Project.

GENERAL MANAGER’S REPORT

General Manager Azhderian updated the Board on the District’s Proposition 84 funded Westside Regional Drainage Plan implantation activities, including the tile sump SCADA project.

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

There was no report pursuant to Government Code Section 54954.2(a)(3).

FUTURE MEETING DATES

A special meeting of the Board was scheduled for March 23, 2021, at 9:00 a.m. The next regular meeting of the Board was scheduled for April 13, 2021, at 9:00 a.m.

ADJOURNMENT

With no further business on the agenda, President Bennett adjourned the meeting at 1:40 p.m.

JOHN BENNETT, President

MIKE STEARNS, Secretary

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

| DATE AS OF | <u>November 30, 2021</u> | <u>October 31, 2021</u> |
|-----------------------------------------------|---------------------------------|--------------------------------|
| <u>CURRENT LIABILITIES</u> | | |
| ACCOUNTS PAYABLE | \$1,218,393 | \$587,869 |
| NOTE PAYABLE -PWD | 35,040 | 46,662 |
| CUSTOMER PREPAYMENTS | - | - |
| | | |
| TOTAL CURRENT LIABILITIES | \$1,253,433 | \$634,531 |
| | | |
| <u>CASH AND INVESTMENT ACCOUNTS</u> | | |
| CHECKING ACCOUNT | \$479,314 | \$181,486 |
| FRESNO COUNTY FUNDS | 28,636 | 28,485 |
| PROP 84 CHECKING | 2,680,704 | 7,915 |
| LAIF ACCOUNT | 283,779 | 283,779 |
| | | |
| TOTAL CASH AND INVESTMENTS | \$3,472,433 | \$501,665 |
| | | |
| <u>ACCOUNTS RECEIVABLES</u> | | |
| DRAINAGE SERVICE CHARGES | \$1,147,611 | \$1,628,315 |
| OTHER RECEIVABLES | 8,505 | 7,123 |
| DELINQUENT ACCOUNT CHARGES | 3,915 | 3,502 |
| CASH ADVANCE - PROP 84 | 400,000 | 300,000 |
| | | |
| TOTAL ACCOUNTS RECEIVABLES | \$1,560,031 | \$1,938,940 |
| | | |
| TOTAL CURRENT ASSETS | \$5,032,464 | \$2,440,605 |
| | | |
| NET CURRENT ASSETS (NET CASH POSITION) | \$3,779,031 | \$1,806,074 |

Summary Report for Period 01 Thru 09 Ending 11/30/2021

PANOCHE DRAINAGE DISTRICT (PDD)




| Account Number/Description | Beginning | Debit | Credit | Net Change | Ending |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 1311-000 | | | | | |
| FRESNO COUNTY CASH ACCOUNT | 227,223.21 | 118,413.08 | 317,000.00 | 198,586.92- | 28,636.29 |
| 1311-600 | | | | | |
| MECHANIC CKNG#*****0066 | 436,144.30 | 3,540,145.21 | 3,496,975.61 | 43,169.60 | 479,313.90 |
| 1312-010 | | | | | |
| MECHANIC-PROP 84 CK ACCT#*****6000 | 332,842.40 | 4,280,198.51 | 1,932,336.83 | 2,347,861.68 | 2,680,704.08 |
| 1313-000 | | | | | |
| L. A. I. F. | 382,719.05 | 601,059.98 | 700,000.00 | 98,940.02- | 283,779.03 |
| Report Total: | 1,378,928.96 | 8,539,816.78 | 6,446,312.44 | 2,093,504.34 | 3,472,433.30 |

P.O. Box 6010
 Santa Maria, CA 93456-6010
 800.797.6324
 www.mechanicsbank.com

RETURN SERVICE REQUESTED

 PANOCHE DRAINAGE DISTRICT
 PDD CHECKING
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

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

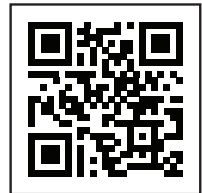
Summary of Accounts

| Account Type | Account Number | Ending Balance |
|-----------------|----------------|----------------|
| PUBLIC CHECKING | XXXXXXXXX0066 | \$481,510.79 |

 LIMITED TIME OFFER¹
2.99%
APR²

 Prime +1%, years 2-5²
EQUIPMENT FINANCING

Great rates for the equipment you need

 Learn more at www.MechanicsBank.com/GetEquipment


1) Offer is effective as of 10/1/2021 and is subject to change or cancellation without notice. See banker for details. 2) First year interest rate will have a promo of 2.99%. Years 2 – 5 will have an interest rate at Prime + 1% fixed at signing. As of 10/8/21, the Prime Rate is 3.25%. Pricing subject to change. Prepayment penalty in the first 2 years. Prime Rate is defined as "the Prime Rate as published daily in the Money Rates section of the Wall Street Journal." Offer is for new 5-year term loan up to \$250,000 on new equipment only and does not apply to the refinance of existing loans.

PUBLIC CHECKING-XXXXXXXXX0066
Account Summary

| Date | Description | Amount |
|------------|--------------------------|--------------|
| 10/30/2021 | Beginning Balance | \$184,051.77 |
| | 18 Credit(s) This Period | \$499,464.73 |
| | 15 Debit(s) This Period | \$202,005.71 |
| 11/30/2021 | Ending Balance | \$481,510.79 |

Deposits

| Date | Description | Amount |
|------------|-------------|----------|
| 11/04/2021 | DEPOSIT | \$501.74 |

Electronic Credits




| Date | Description | Amount |
|------------|-------------------------------------------------|-------------|
| 11/01/2021 | Remote Deposit | \$36,732.14 |
| 11/01/2021 | JE-229 PYMT FOR PDD DEPOSITED INTO PWD IN ERROR | \$1,042.90 |
| 11/02/2021 | Remote Deposit | \$14,273.70 |
| 11/04/2021 | Remote Deposit | \$283.77 |
| 11/04/2021 | Remote Deposit | \$462.73 |
| 11/05/2021 | Remote Deposit | \$99,847.77 |
| 11/08/2021 | Customer paid the wrong district | \$56,870.79 |
| 11/09/2021 | Remote Deposit | \$29.63 |
| 11/09/2021 | Remote Deposit | \$1,777.20 |

P.O. Box 6010
 Santa Maria, CA 93456-6010
 800.797.6324
 www.mechanicsbank.com

RETURN SERVICE REQUESTED

 PANOCHÉ DRAINAGE DISTRICT
 PROP 84 NO 4600012787
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622-9401

Managing Your Accounts

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

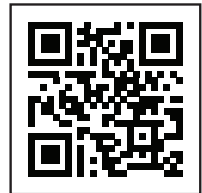
Summary of Accounts

| Account Type | Account Number | Ending Balance |
|-----------------|----------------|----------------|
| PUBLIC CHECKING | XXXXXXXXX6000 | \$2,682,186.19 |

 LIMITED TIME OFFER¹
2.99%
APR²

 Prime +1%, years 2-5²
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1) Offer is effective as of 10/1/2021 and is subject to change or cancellation without notice. See banker for details. 2) First year interest rate will have a promo of 2.99%. Years 2 – 5 will have an interest rate at Prime + 1% fixed at signing. As of 10/8/21, the Prime Rate is 3.25%. Pricing subject to change. Prepayment penalty in the first 2 years. Prime Rate is defined as "the Prime Rate as published daily in the Money Rates section of the Wall Street Journal." Offer is for new 5-year term loan up to \$250,000 on new equipment only and does not apply to the refinance of existing loans.

PUBLIC CHECKING-XXXXXXXXX6000
Account Summary

| Date | Description | Amount |
|------------|-------------------------|----------------|
| 10/30/2021 | Beginning Balance | \$16,159.98 |
| | 3 Credit(s) This Period | \$2,826,623.00 |
| | 14 Debit(s) This Period | \$160,596.79 |
| 11/30/2021 | Ending Balance | \$2,682,186.19 |

Deposits

| Date | Description | Amount |
|------------|-------------|----------------|
| 11/23/2021 | DEPOSIT | \$2,626,623.00 |

Electronic Credits

| Date | Description | Amount |
|------------|------------------------------------------|--------------|
| 11/12/2021 | JE-241 TRANSFER FUNDS TO PROP 84 | \$100,000.00 |
| 11/23/2021 | JE-54 FUNDS ADVANCED FROM PWD TO PROP 84 | \$100,000.00 |

Electronic Debits

| Date | Description | Amount |
|------------|-----------------------------|---------|
| 11/22/2021 | REIMBURSE PDD FOR VISA PYMT | \$71.63 |

| PANOCHÉ DRAINAGE DISTRICT | | | |
|---------------------------------------------------|-------------------|-------------------|--------------|
| Account Receivable Report | | | |
| Fiscal Year 03/01/2021 - 02/28/2022 | | | |
| Report Period 11/30/21 - 12/9/21 | | | |
| Report Date: 12/09/21 | | | |
| | | | |
| | Total | PDD | OTHER |
| Receivable Balance as of November 30, 2021 | \$ 1,160,031 | \$ 1,151,526 | \$ 8,505 |
| | | | |
| Billings: | - | - | - |
| Total Billings: | \$ - | - | - |
| | | | |
| Payments received: | 263,260 | 254,755 | 8,505 |
| | | | |
| Total Payments Received: | \$ 263,260 | \$ 254,755 | 8,505 |
| | | | |
| Receivable Balance as of December 09, 2021 | \$ 896,771 | \$ 896,771 | \$ - |
| | | | |
| Outstanding Accounts: | | | |
| | | | |
| Total current accounts receivables | \$ 786,159 | \$ 786,159 | \$ - |
| Total delinquent accounts | \$ 110,612 | \$ 110,612 | \$ - |
| | | | |
| | \$ 896,771 | \$ 896,771 | \$ - |

| PANOCHÉ DRAINAGE DISTRICT | | | | |
|----------------------------------------------|-------------------|-------------------|---------------------|----------------------|
| AGED ACCOUNTS RECEIVABLE, BY DUE DATE | | | | |
| As Of 11/30/2021, Sorted by Account # | | | | |
| Name | 31-60 Days | 61-90 Days | Over 90 Days | Total A/R |
| 1 Panoche Drainage District | - | - | 21,298.22 | 21,298.22 |
| 2 Carbajal, Sylvia | - | - | 3,805.33 | 3,805.33 |
| 3 B & C Farms, c/o Francisco & Romelia Nunez | - | 120.73 | 18,311.29 | 18,432.02 |
| 4 Olam West Coast, Inc. | - | 224.54 | 28,000.24 | 28,224.78 |
| 5 Imperial Merchants USA, LLC | - | 67.84 | 8,399.21 | 8,467.05 |
| 6 PDD/Maverick | - | - | 30,384.66 | 30,384.66 |
| Total: | 0.00 | 413.11 | 110,198.95 | \$ 110,612.06 |
| | | | | |

BACK

PANOCHÉ DRAINAGE DISTRICT RESOLUTION NO. XXX-21

**A RESOLUTION OF THE BOARD OF DIRECTORS PROCLAIMING A LOCAL EMERGENCY,
RATIFYING GOVERNOR NEWSOM'S MARCH 4, 2020, PROCLAMATION OF
A STATE OF EMERGENCY, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE
LEGISLATIVE BODIES OF PANOCHÉ DRAINAGE DISTRICT THROUGH JANUARY 13, 2022
PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the Panoche Drainage District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Panoche Drainage District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, on March 4th, 2020, Governor Newsom proclaimed a State of Emergency due to the COVID-19 pandemic and such proclamation has not as of the date of this Resolution been lifted; and

WHEREAS, due to what may be the sensitivity of some members of the public as well as to members of the Board and District staff, the contagious nature of COVID-19, including variants of the virus, and current guidance from federal, state, and local agencies that social distancing reduces the transmission of the virus, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, the Board of Directors does hereby find that the current status of the COVID-19 pandemic has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the Proclamation of a State of Emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Panoche Drainage District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, District notices and agendas shall provide a reasonable means for members of the public to meaningful participate in public meetings of the District; and

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The Board of Directors of the Panoche Drainage District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.
2. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present a significant risk to the health and safety of those participating in person.
3. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance on March 4, 2020.
4. The General Manager, or his designee, and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. This Resolution shall take effect on December 14, 2021, and shall be effective until the earlier of (i) January 13, 2022, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without strictly complying with certain provisions of the Brown Act due to the ongoing COVID-19 pandemic and resulting State of Emergency.

PASSED AND ADOPTED this 14th day of December 2021, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:
Nays:
Abstain:
Absent:

BACK

John Bennett, President

Attest: _____
_____, Secretary

DRAFT

PANOCHÉ DRAINAGE DISTRICT

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



MEMORANDUM

TO: VENDORS/SUPPLIERS

FROM: ELISA CARDOZA, CONTRACTS ADMINISTRATOR

SUBJECT: REQUEST FOR QUOTES TO PURCHASE DUAL WALL PIPE – TASK 3 GBC GATES AND ROAD BUILD

DATE: NOVEMBER 29, 2021

Hello,

Panoche Drainage District is requesting quotes to purchase 1,000 feet of 18” dual wall pipe. On behalf of the District, I would like to invite you to submit your quote. Should you be interested, please be sure to submit your quote via email to ecardoza@panochewd.org.

RFQ are due by the close-of-business on December 2, 2021 by 4:00 p.m.

If you have any questions please contact Chris Carlucci at (209) 509-9951 or via email ccarlucci@panochewd.org.

Best Regards,

Elisa Cardoza
Contracts Administrator

Sales Order

Irrigation Design & Construction, LLC
P.O. Box 1358
Patterson, CA 95363
(209) 894-7208

Order Number: 0088560
Order Date: 12/1/2021

Salesperson: HA33
Customer Number: PANO150

Sold To:
Panoche Water District
52027 W. Althea Ave.
Firebaugh, CA 93622
Confirm To:

Ship To:
Panoche Water District
52027 W. Althea Ave.
Firebaugh, CA 93622

| Customer P.O. | Ship VIA | F.O.B. | Terms | | | |
|--------------------------------------------------------------------------------------------------|----------|------------|---------|------------|---------|-----------|
| Quote 18" Corrigated | | | Net 30 | | | |
| Item Code | Unit | Ordered | Shipped | Back Order | Price | Amount |
| /33 | EACH | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.00 |
| Dos Palos - Store Sales | | | | | | |
| Chris from panoche water district requested a quote on 1,000ft of 18" dual wall pipe on 11/30/21 | | | | | | |
| 170-180800 | FOOT | 1,000.0000 | 0.0000 | 0.0000 | 16.0200 | 16,020.00 |
| Pipe, 18" Dual-Wall | | Whse: 000 | | | | |

Total is not including Freight, if there happens to be any.

There is no freight



| | |
|---------------------|------------------|
| Net Order: | 16,020.00 |
| Less Discount: | 0.00 |
| Freight: | 0.00 |
| Sales Tax: | 1,241.55 |
| Order Total: | 17,261.55 |



WATER RECLAMATION EQUIPMENT, INC.
 10500 N. Russell Ave Firebaugh, CA 93622
 209.364.6146 phone
 209.364.6395 fax

QUOTE

| Date | Estimate # |
|------------|------------|
| 11/30/2021 | 4207 |

Propasal for:

*PANOCHÉ WATER DISTRICT
 52027 WEST ALTHEA
 FIREBAUGH, CA 93622*

| Qty | Description | Price Each | Total |
|-------|-------------|---------------------------|-------------|
| 1,000 | 18" N-12 WT | 16.34 | 16,340.00T |
| | | Subtotal | \$16,340.00 |
| | | Sales Tax (7.975%) | \$1,303.12 |
| | | Total | \$17,643.12 |

BACK

PUBLIC NOTICE
PANOCHÉ DRAINAGE DISTRICT

Please take notice the Panoche Drainage District (“District”) is issuing a Request for Bids (“Bids”) to deliver 3,600 pounds of Jose Tall Wheat Grass seed to the District at 52027 West Althea Ave, Firebaugh, CA, 93622, prior to November 20, 2021. Bids are due November 10, 2021 by 5:00 p.m. Bids must be submitted to Elisa Cardoza at ecardoza@panochewd.org or by facsimile at (209) 364-6122. Responsible bidders shall provide vendor information, seed count and quality information, seed cost, delivery cost, and any other cost information. The award to the successful Bidder will be announced on November 11, 2021.

Panoche Water District

• 52027 West Althea Avenue, Firebaugh, CA 93622 • Telephone (209) 364-6136 • FAX (209) 364-6122 •

FAX TRANSMISSION COVER SHEET

Date: 11/01/2021 No. Of Pages: 2

To: R.C. Sherwood 209-826-6013

From: Elisa Cardoza, Contracts Administrator

Comments: Please see "Request for Bids for Jose Tall Wheat Grass"
All bids are due by November 5, 2021 by 5:00 p.m.

NOTICE-PRIVILEGED AND CONFIDENTIAL INFORMATION

This message is for addressee only. Review, distribution, or copy by others is strictly prohibited. Notify us immediately by telephone if you receive this message in error and return the original. Thank you

A/Kar XL Wheat Grass \$4.35/Lbs
A/Kar Wheat Grass \$ 4.25/Lbs.
Jose Tall Wheat Grass \$ 4.60/Lbs

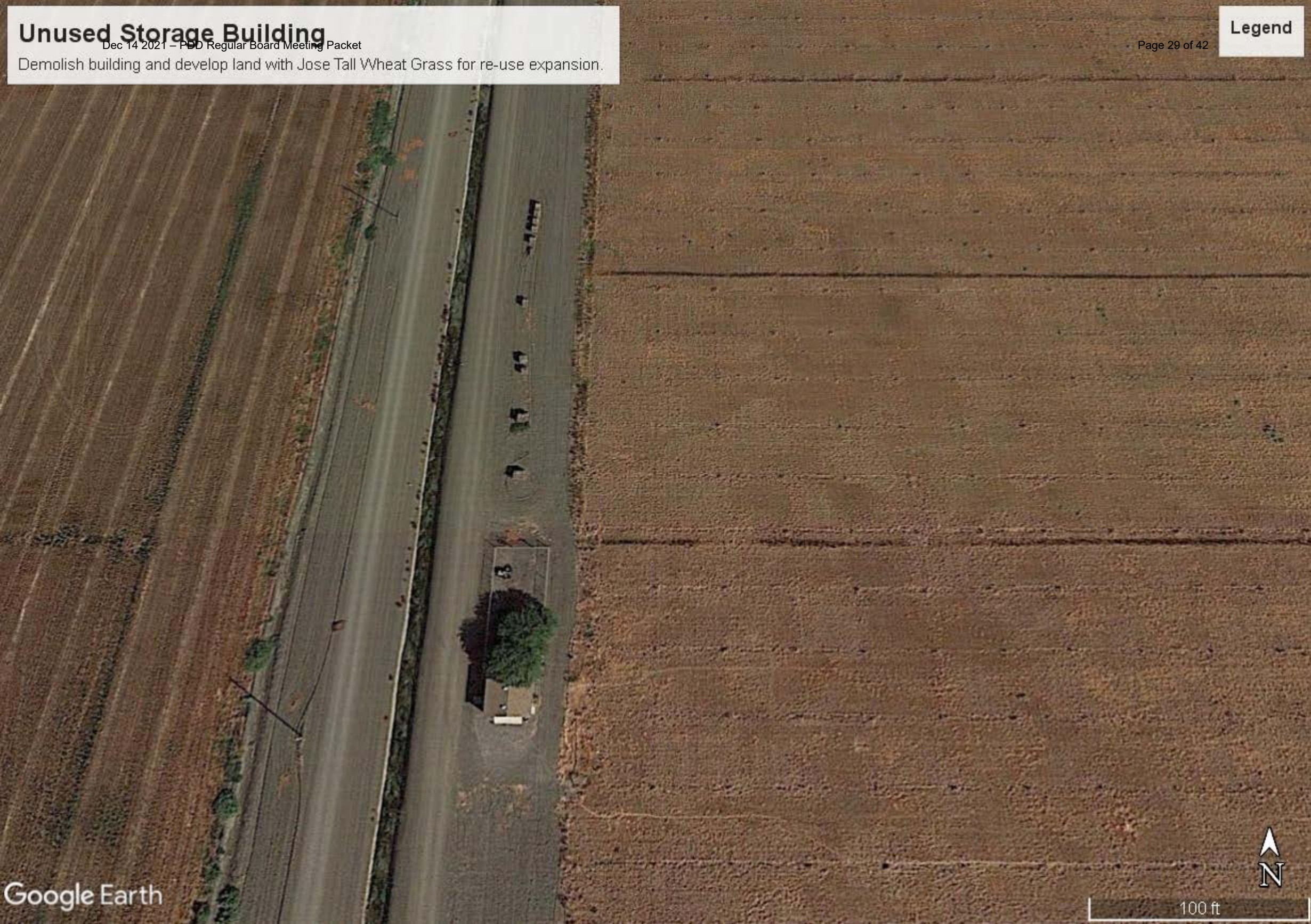
Unused Storage Building

Dec 14 2021 - PDD Regular Board Meeting Packet

Legend

Page 29 of 42

Demolish building and develop land with Jose Tall Wheat Grass for re-use expansion.



PANOCHÉ DRAINAGE DISTRICT

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



MEMORANDUM

TO: CONTRACTORS

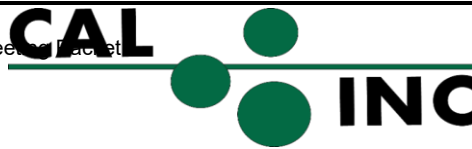
FROM: ELISA CARDOZA, CONTRACTS ADMINISTRATOR

SUBJECT: REQUEST FOR PROPOSAL TO DEMOLISH BUILDING - PROP 84 TASK 3
REUSE LAND DEVELOPMENT AND CONVEYANCE

DATE: NOVEMBER 15, 2021

Panoche Drainage District is requesting a proposal to demolish building on 12-1 field. This work is under a state grant so you will see a number of conditions that relate to the state's requirements on the agreement. On behalf of the District, I would like to invite you to submit your proposal. Should you be interested, please be sure to submit your proposal by December 2, 2021 before 4:00 p.m. via email to ecardoza@panochewd.org.

If you have any questions feel free to contact me at (209) 364-6136.



Abatement, Demolition, General Construction Paint & Coatings Services
 2040 Peabody Rd Vacaville, CA 95687 | (707) 446-7996 phone | (707) 446-4906 fax

PROPOSAL FOR CONTRACTING SERVICES

Your Solutions Provider for
 Asbestos, Lead & Mold Abatement,
 Hazardous Waste Remediation,
 Demolition, Construction,
 Painting and Coatings,
 Training and Certifications

License & Certifications
 Certified Minority Owned Business
 (MBE)
 CSLB 657754
 (A, Asb, B, C-13, C-21, C-22, C-33, C-39, Haz)
 DTSC Haz Waste Transporter #6424
 DOT Haz Mat Registration #061519600048
 CA DMV Motor Carrier Permit #0471635
 EPA #CAL000409258
 CHP Haz Materials Transport #222386

SSPC Certified
 DIR#: 100003209

Client : Panoche Drainage District
 Client Address: 52027 W Althea Ave,
 City, State & Zip: Firebaugh CA 93622
 Client Contact : Elisa Cardova
 Client Phone: (209) 364-6136
 Client Email or Fax: ecardoza@panochewd.org

Job #: 30603
 Job Type: 01-02 Combination
 DIR Determination 0
 Certified/OCIP/ Other: Certified
 BID Expiration: 12/2/2021
 Wage Type : Prevailing Wage

Panoche Drainage District-
 Project Ref Name : Demo of Structure
 Site Address: Coordinates only
 City, State, Zip: Firebaugh, CA
 County: Fresno
 Bid Type: Lump sum
 Mobilization: 10%
 Client Provided
 Permits: 0

Bid Position: General
 CAL INC PM: Brandee Lueger
 CAL INC PM PH#: Brandee Lueger 707-685-0408
 CAL INC PM Email: blueger@cal-inc.com
 CAL INC Estimator: David Esparza
 CAL INC Estimator PH#: David Esparza 707-689-7562
 CAL INC Estimator Email: desparza@cal-inc.com
 CAL INC Permits Required: 0

BID Expiration: 30 days from submittal date. Extension may be granted upon request

Attention: Panoche Drainage District

Date: 11/2/2021

We are pleased to submit our proposal for the above referenced project to furnish Supervision, Labor, Material, Tools and Equipment to Abate or Construct in accordance with the general terms and conditions shown hereinafter.

Pricing is based entirely upon the scope of work described below. Any **changes** to the scope or terms and conditions may result in price modifications.

SCOPE OF WORK

CAL INC to provide all labor equipment and materials to demolish one structure which is approximately 500 sf. Work to be performed as follows:

- 1 CAL INC to obtain demo permits from county.
 2. Customer must first obtain an asbestos an lead survey and report of the building prior to demolition.
 3. Bid is based on no hazardous materials in building. If survey indicates that there is hazardous waste, we can make adjustments and price this work.
 4. CAL INC to remove building. Foundation to be removed and disposed of.
 5. CAL INC will legally haul and dispose of debris at local landfill per regulations
 - 6 Bid includes removal of cyclone fence in back of structure.
- Hazardous materials not included in this bid.

SCOPE OF WORK GENERAL DETAIL

CAL INC is also a licensed hazardous waste hauler.

No other work on any other plan sheet or documents are included in this bid.

No patch, repair, relocation or new work included in bid.

Hazardous materials not included in this bid.

Bid does not include shoring, or engineering services. No additional plumbing or electrical demolition included.

Bid based on prevailing wages and a M-F normal business hours.

Bid does not recognize any PLA or specific non asbestos union agreements. CAL -INC will not be held to agreements with others unless specifically signed for by CAL INC by job

Special Notes

* If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.

*CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. For purposes of this Bid the Trm "BASE" refers to 2040 Peabody Rd Vacaville CA 95687

A 10% Mobilization fee will be charged on all work over \$10,000.00 This is a non-negotiable charge

Page 1 of 5

Estimated Price

\$

17,508

PROPOSAL PRICING

Project Exclusions and Inclusions

*This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.
 *Includes: Labor, materials, equipment, and disposal costs.
 *Includes the Following Insurance:
 >General Liability = \$6M occurrence/\$7M aggregate
 >Auto = \$1M
 >WC = \$6M
 >Professional liability = \$6M occurrence/\$7M aggregate
 >Pollution liability = \$6M occurrence/\$7M aggregate
 *If additional insurance coverage is needed outside our normal limits a change order may apply.
 *Includes CAL/OSHA Notification
 *Assumes Water and power are available or provided on site.
 *Excludes anything not called out in scope of work.
 *Excludes Perimeter Monitoring and/or Clearance Sampling.
 *Excludes moving of any items prior to commencement of work.
 *Excludes Patch, repair, or any new work.
 *Excludes Bonds & Builders Risk Insurance.
 *Excludes Permits, Excludes Shoring
 *Excludes anything not called out in scope of work.
 *Excludes PLA or any other union agreement outside our local 67 union agreement.
 *Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.
 *Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.
 *This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.
 *Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided
 *Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.
 *Once job commences, CAL INC will bill for the mobilization & permit fees
 *CAL INC will provide weekly progress billings
***If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:**
 > For Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site
 > Cont. Paint Work: It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.
 > Cont. Paint work: CAL IINC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site
 > Cont. Paint Work:- CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.
 > For Concrete Work: All concrete work is based on industry standard thicknesses no greater than 48"
 > For Mold Work: Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.
 > Ladder/Equipment-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item

ITEMIZED BREAK DOWN

| Description | Amount |
|-------------------------------------|------------------|
| Demolition | \$ 7,372 |
| Transportation and Disposal | \$ 2,785 |
| Permits | \$ 738 |
| Foundation Removal | \$ 2,999 |
| Fence removal | \$ 3,613 |
| TOTAL ESTIMATED PROJECT COST | \$ 17,508 |

Terms and Conditions of Agreement

- 1 Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
- 2 Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
- 3 Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.
- 4 Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.

5 Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.

6 Price: The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:

- a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;
- b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
- c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
- d) any other charges for which Customer may be responsible under these Terms and Conditions.

7 Loss or Damage to Materials or Equipment: The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.

8 Extra or Additional Materials, Equipment or Services: CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.

9 Payment: Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.

10 Default and Termination: Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.

11 Entire Agreement: This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract

12 Waiver of Consequential Damages, Liquidated Damages: Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.

13 Notice: Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.

14 Waiver of Subrogation: To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.

15 Claims: All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.

16 Emergencies: In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.

17 Technical Information: Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:

- a) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
- b) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
- c) Assembly drawings will be charged out at \$55.00 per hour.
- d) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.

18 Damage Limitation. Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:

- a) Unauthorized alteration or modification of material or equipment by Customer or any third party.
- b) Overloading or inappropriate use of material or equipment by Customer or any third party.
- c) Damage to material or equipment by third parties.
- d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquakes, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.

e) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.

- 19 Indemnity: To be effective from the date of the Board Meeting Packet, Dec 14, 2021, CAL INC shall indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorneys fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 20 Compliance with Laws: Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
- 21 Law of Contract: The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.
- 22 Title to Equipment: Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.
- 23 Standard of Performance: CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
- 24 Information Supplied by Others: CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
- 25 Scope of Services: CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
- 26 Access to the Work Site: Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
- 27 Miscellaneous: Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
- 28 ARBITRATION CLAUSE: CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the arbitrators shall be final and binding, and shall be enforced in any court.
- 29 Service Of Notice Of Arbitration: The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
- 30 Damage for Delays: Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
- 31 Extra Work: CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$65.00, overtime at \$97.50, and double time at \$140.00 per hour per man, plus rental for additional equipment and extra materials at cost plus 15%.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTER OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, PO Box 26000, Sacramento, California 95826

Again we appreciate the opportunity to provide our quotation for this project and sincerely hope that our prices, terms and conditions merit your full consideration in the award of this contract.

Respectfully Submitted,

Accepted By Authorized Representative

David Esparza

Estimator Print Name

Print Name



Estimator Signature

(Signature)

CAL INC

Project Manager PH : Brandee Lueger 707-685-0408

Project Manager Email: blueger@cal-inc.com

Office: 707-446-7996

Fax: 707-446-4906

Estimator Phone: David Esparza 707-689-7562

Estimator Email: desparza@cal-inc.com

Address

Contractors License #:

Date of signature

0

Page 4 of 5

Project Manager

PO# if applicable

0
DIR WAGE Determination for all Prevailing
wage work

30603
Job #

\$ 17,507.69
Contract Value

BACK

| PANOCHÉ DRAINAGE DISTRICT | | | | |
|--------------------------------------------|--------------|------------------------------------------|----------------------|-----------------------------------------------------------------------------------|
| ACCOUNTS PAYABLE LIST | | | | |
| PAYMENTS RUN FROM 11/10/2021 TO 12/14/2021 | | | | |
| DATE | CHECK NUMBER | VENDOR | AMOUNT | MEMO |
| 11/22/2021 | 6982 | BRYANT L. JOLLEY | \$ 1,125.00 | AUDIT PREPARATION FY 2/28/2021 |
| 11/22/2021 | 6983 | PACIFIC GAS & ELECTRIC | \$ 1,071.89 | ELECTRICAL POWER |
| 12/3/2021 | 6985 | GRASSLAND BASIN AUTHORITY | \$ 406,610.78 | GBA 2ND INSTALL PARTICIPATION DUES 1ST PAYMENT |
| 12/14/2021 | 6986 | APPL, INC. | \$ 1,938.00 | TILE SUMP WATER SAMPLES |
| 12/14/2021 | 6987 | ASSOCIATION OF CALIFORNIA WATER AGENCIES | \$ 19,640.00 | 2022 ANNUAL AGENCY DUES |
| 12/14/2021 | 6988 | COUNTY OF FRESNO | \$ 193.90 | CHARGE FOR OUR SHARE OF PROJECTED EXPENSE OF COUNTY'S PEOPLESFT ACCOUNTING SYSTEM |
| 12/14/2021 | 6989 | FRESNO INTERPRETING & TRANSLATING | \$ 225.00 | VOTER PAMPHLET TRANSLATION TO SPANISH |
| 12/14/2021 | 6990 | STREAMLINE | \$ 5,400.00 | ANNUAL WEBSITE MAINTENANCE FEE |
| 11/10/2021 | JE-50 | PANOCHÉ WATER DISTRICT | \$ 12,810.00 | NOVEMBER 2021 LOAN INSTALLMENT PAYMENT |
| 11/10/2021 | W00553 | SAN LUIS DELTA MENDOTA WATER AUTHORITY | \$ 95,248.17 | FY22 2ND INSTALL MEMBERSHIP DUES 2ND PYMT |
| 11/10/2021 | W00555 | WELTY WEAVER & CURRIE | \$ 12,718.76 | SEPTEMBER & OCTOBER 2021 LEGAL SERVICES |
| 11/23/2021 | W00558 | PANOCHÉ WATER DISTRICT | \$ 22,463.59 | OCTOBER 2021 LABOR/OPERATIONS \$ 13,958.97 & SLD O & M BYPASS \$ 8,504.62 |
| | | TOTAL | \$ 579,445.09 | |
| PANOCHÉ DRAINAGE DISTRICT/PROP 84 | | | | |
| ACCOUNTS PAYABLE LIST | | | | |
| PAYMENTS RUN FROM 11/10/2021 TO 12/14/2021 | | | | |
| DATE | CHECK NUMBER | VENDOR | AMOUNT | MEMO |
| 11/10/2021 | 10091 | FENNEMORE DOWLING AARON | \$ 3,807.00 | LEGAL SERVICES OCTOBER 2021 |
| 11/22/2021 | 10092 | ANDERSON PUMP COMPANY | \$ 6,071.89 | WELL DESTRUCTION FIELD 36-4 |
| 11/22/2021 | 10093 | ANTHONY'S LASER LEVELING | \$ 104,562.00 | BUILDUP ROAD HELM CANAL AND RUSSELL AVE. |
| 11/22/2021 | 10094 | ELITE ENVIRONMENTAL CONSULTING | \$ 900.00 | ASBESTOS TESTING |
| 11/22/2021 | 10095 | SOUTH DAKOTA AGRICULTURAL LABORATORIES | \$ 103.00 | WATER SAMPLE |
| 11/22/2021 | 10096 | WATER RECLAMATION | \$ 279.11 | PARTS GBC GATES |
| 11/22/2021 | 10097 | MADERA PUMPS, INC. | \$ 200.00 | PEREIRA WELL PUMP TEST |
| 12/3/2021 | 10098 | IRRIGATION DESIGN & CONSTRUCTION LLC | \$ 5,753.85 | 1,000 FEET 18" PIPE |
| 12/14/2021 | 10099 | IRRIGATION DESIGN & CONSTRUCTION LLC | \$ 2,152.50 | DRAIN PIPES |
| 11/22/2021 | W00557 | WESTAMERICA VISA | \$ 71.63 | REQUEST FOR BIDS - JOSE TALL WHEAT GRASS |
| | | TOTAL | \$ 123,900.98 | |

| PANOCHE DRAINAGE DISTRICT (PDD) | | | | | | |
|------------------------------------------------------------------------------------------------|----------------------|-----------------------|--------------------------|-------------------------------|-------------------------------|--|
| BUDGET to ACTUAL - Revenue and Expenses Report for the 9 Months period ended November 30, 2021 | | | | | | |
| | FY 2022 | | Budget Vs Actual 2022 | FY 2020 - 2021 (12 Months) | FY 2019 - 2020 (12 Months) | |
| REVENUES | ACTUAL (9 Months) | BUDGET (12 Months) | | ACTUAL (12 Months) | ACTUAL (12 Months) | |
| Drainage Service Fee | 3,212,338 | 3,324,145 | 97% | 2,871,018 | 2,754,093 | |
| Drainage Service Fee - Increase | - | - | 0% | 534,275 | - | |
| SLDMWA - GBP Activities | 105,198 | 180,000 | 58% | 116,216 | 189,927 | |
| Revenues - Fresno County Property | 118,413 | 215,000 | 55% | 247,242 | 204,825 | |
| Interest - LAIF Account | 1,060 | 10,000 | 11% | 5,766 | 6,140 | |
| Revenue - Others | 6,191 | - | 0% | 16,831 | 3,820 | |
| Total Revenue | \$ 3,443,200 | \$ 3,729,145 | 92% | \$ 3,791,347 | \$ 3,158,806 | |
| EXPENSES | | | | | | |
| General Admin and Supplies | | | | | | |
| Office expenses | 8,789 | 15,000 | 59% | 6,973 | 9,153 | |
| Interest expenses | 11,732 | 21,000 | 56% | 18,254 | 8,012 | |
| Audit & Accounting services | 51,870 | 65,000 | 80% | 66,011 | 67,075 | |
| Legal costs | 43,092 | 85,000 | 51% | 118,390 | 84,355 | |
| Professional services | 5,220 | 15,000 | 35% | 15,735 | 12,045 | |
| Communication Costs | - | 6,000 | 0% | 5,270 | 425 | |
| Travel and meetings costs | - | 2,500 | 0% | 935 | 105 | |
| Dues & Subscriptions | 19,716 | 20,000 | 99% | 19,640 | 41,960 | |
| Bad debt expenses | - | - | 0% | - | - | |
| General Admin and Supplies | \$ 140,420 | \$ 229,500 | 61% | \$ 251,208 | 223,129 | |
| Direct Drainage costs | | | | | | |
| Contract - Direct labor and benefits | 72,560 | 105,000 | 69% | 130,088 | 331,978 | |
| Contract -Admin labor & benefits | 41,019 | 65,000 | 63% | 71,187 | 413,615 | |
| SJRIP Participation Dues | 801,620 | 1,602,262 | 50% | 1,907,127 | 830,080 | |
| SLDMWA - 3 A fee | 1,142,978 | 1,142,978 | 100% | 677,779 | 988,023 | |
| SLDMWA - GBD Groundwater Specific | 167,228 | 167,228 | 100% | 176,395 | 125,963 | |
| San Joaquin Valley Drainage | 9,593 | 9,593 | 100% | 1,497 | 13,433 | |
| Grassland Basin Drainers -Mitigation Water | - | - | 0% | - | 241,925 | |
| Grassland Bypass -GBP activities | 195,468 | 180,000 | 109% | 38,434 | - | |
| MSWD Land based charges | 61,632 | 50,000 | 123% | 74,077 | - | |
| Chemicals | 9,561 | 30,000 | 32% | 38,025 | 65,921 | |
| Energy costs - Utilities | 8,802 | 35,500 | 25% | 19,113 | 33,362 | |
| Equipment repairs & maintenance | 128 | 15,500 | 1% | 2,131 | 15,883 | |
| Weirs, structures & gates | 1,288 | 26,500 | 5% | 51,139 | 35,803 | |
| Rent Lease & Property Taxes | - | 4,500 | 0% | 10 | 160 | |
| Laboratory | 1,587 | 8,000 | 20% | 3,741 | 6,310 | |
| Total Direct Drainage Costs | \$ 2,513,464 | \$ 3,442,061 | 73% | \$ 3,190,743 | \$ 3,102,458 | |
| Total General Admin and Direct Costs | \$ 2,653,883 | \$ 3,671,561 | 72% | \$ 3,441,951 | \$ 3,325,587 | |
| Net Revenue/(Deficit) | \$ 789,317 | \$ 57,584 | | \$ 349,397 | \$ (166,781) | |

| PANOCHÉ DRAINAGE DISTRICT (PDD) | | | | | | | |
|-------------------------------------------------------------------------------------------------------|------------------------------|---------------------|---------------------|------------------------------|-----------------------------------|-----------------------------------|--|
| BUDGET to ACTUAL - Revenue and Expenses Report for the 9 Months period ended November 30, 2021 | | | | | | | |
| | | FY 2022 | | Budget Vs Actual 2022 | FY 2020 - 2021 (12 Months) | FY 2019 - 2020 (12 Months) | |
| | | <u>Actual</u> | <u>Budget</u> | <u>%ages</u> | <u>Actual</u> | <u>Actual</u> | |
| <u>Operating Revenues</u> | | | | | | | |
| | State Grants-DWR | 3,930,911 | 1,200,000 | 328% | 382,806 | - | |
| | Total Grant Revenue | \$ 3,930,911 | \$ 1,200,000 | 328% | \$ 382,806 | \$ - | |
| <u>Operating Expenses</u> | | | | | | | |
| | Grant Expenses | 785,232 | 1,200,000 | 65% | 1,250,200 | 163,601 | |
| | Total Expenses | \$ 785,232 | \$ 1,200,000 | 65% | \$ 1,250,200 | \$ 163,601 | |
| | | | | | | | |
| | Net Revenue/(Deficit) | \$ 3,145,679 | \$ - | | \$ (867,394) | \$ (163,601) | |
| | | | | | | | |
| | | | | | | | |

BACK

Mud Slough Water Quality - 2021 November

