



Byron-Bethany Irrigation District  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS

BOARD MEETING

Tuesday, March 28, 2023  
10:00 A.M.

DISTRICT HEADQUARTERS IN THE CHARLES SPATAFORE JR. AUDITORIUM  
7995 Bruns Road / Byron, California 94514-1625  
Telephone: 209-835-0375 / Facsimile: 209-835-2869

TIM MAGGIORE  
President  
Division III

PETE PETROVICH  
Director  
Division I

MARK MAGGIORE  
Director  
Division II

AMANJIT SINGH SANDHU  
Director  
Division IV



CHARLES TUSO  
Director  
Division V

TOM PEREIRA  
Director  
Division VI

JACK ALVAREZ  
Vice-President  
Division VII

EDWIN PATTISON  
General Manager

## REVISED AGENDA

### Regular Meeting of the Board of Directors

#### In Person Meeting

March 28, 2023

10:00 AM

*The Board may act on any of the items listed on this agenda regardless of whether an item is described as an action item, a report, or an informational or discussion item. As provided under Government Code section 54954.3, subdivision (a), during a Regular Meeting members of the public may address the Board concerning any item on the agenda or on any matter within the jurisdiction of the Byron-Bethany Irrigation District by filling out a speaker request form, available at the Auditorium entrance, and submitting the speaker form to the District Secretary/General Manager. Comments will be taken during the "Public Comment" section of the agenda.*

*This facility complies with the Americans with Disabilities Act. If any special accommodations are needed for you to participate, please contact the District Secretary/General Manager as soon as possible.*

*Agendas, agenda-packet materials, and other supporting documents are available for inspection at the District headquarters. A fee will be charged for copies.*

*Food will be available for staff and Board members during the half-hour before the Board meeting. If Board members are present, they will not discuss District business.*

#### **I. ROLL CALL**

#### **II. ADOPTION OF THE AGENDA**

#### **III. PUBLIC COMMENT (Please observe a two-minute time limit)**

This section of the agenda is provided so that the public may express comments on any item on the agenda or on matters within the District's jurisdiction not listed on the agenda. Unless extended by the Board President, public comment is limited to no more than two (2) minutes per person and twenty (20) minutes total for all speakers. Board members may refer a matter to staff, or follow Board procedures to direct staff to place a matter of business on a future agenda.

#### **IV. CONSENT CALENDAR**

The following items are routine and non-controversial and can be acted on in one consolidated motion as recommended, or at the request of any Director all or some of the items may be removed from the Consent Calendar and separately considered.

1. Approve meeting minute summary of February 21, 2023.
2. Accept Treasurer's Reports and Reconciliations for the month of February 2023.
3. Approve Check Registers for the month of February 2023.

4. Adopt Resolution 2023-8 Authorizing the District General Manager, Ed Pattison, to sign Contract No. 23-WC-20-6087 with the Bureau of Reclamation providing the District with the option to buy "Temporary Water," if available, until February 29, 2024.

***V. DISCUSSION/ACTION CALENDAR***

5. Discussion/action to consider purchase of F550 and Equipment Trailer.
6. Appointment of Negotiators for Potential Water Sale (Government Code section 54956.8).
  - a. Property: A Portion of District's available surplus water supply.
  - b. Negotiators: Ed Pattison, Frances Mizuno, and General Counsel.
  - c. Negotiating Parties: Byron Bethany Water District and TBD.

***VI. CLOSED SESSION***

7. Conference With Real Property Negotiators to Discuss Potential Water Sale (Govt. Code section 54956.8).

***VII. COMMUNICATION / REPORTS / COMMENTS***

Directors  
General Manager  
General Counsel  
Consultants

***ADJOURNMENT***

TIM MAGGIORE  
President  
Division III

PETE PETROVICH  
Director  
Division I

MARK MAGGIORE  
Director  
Division II

AMANJIT SINGH SANDHU  
Director  
Division IV



AGENDA ITEM NO: 1

CHARLES TUSO  
Director  
Division V

TOM PEREIRA  
Director  
Division VI

JACK ALVAREZ  
Vice President  
Division VII

EDWIN PATTISON  
General Manager

## MINUTE SUMMARY

Regular Meeting of the Board of Directors  
In Person or Video Conference Meeting  
Tuesday, February 21, 2023  
10:00 AM

### Call-in Information:

Meeting ID: Join Zoom Meeting  
<https://us02web.zoom.us/j/8458078863>  
Meeting ID: 845 807 8863  
Call In Number  
1-669-900-6833,,8458078863#

**CALL TO ORDER – ROLL CALL 10:03 a.m.**

### ADOPTION OF THE AGENDA

(M/S/C Tuso/Pereira), Alvarez, M. Maggiore, Sandhu, T. Maggiore, Pereira, Petrovich and Tuso; Absent:0)

### *PUBLIC COMMENT (Please observe a three-minute time limit)*

This section of the agenda is provided so that the public may express comments on any item within the District's jurisdiction not listed on the agenda. Board members may refer a matter to staff, or follow Board procedures to direct staff to place a matter of business on a future agenda. The public may express comments on agenda items at the time of Board consideration.

### CONSENT CALENDAR

1. Approve meeting minute summary of January 17, 2023.
2. Accept Treasurer's Reports and Reconciliations for the month of January 2023.
3. Approve Check Registers for the month of January 2023.
4. Adopt Resolution approving execution of contract between the United States Department of Interior Bureau of Reclamation, Delta Division and San Luis Unit, Central Valley Project, California, titled "Temporary Contract Between the United States and Byron Bethany Irrigation District Providing for Storage and Conveyance of Non-Project Water" (Temporary Warren Act Contract – Year 2023).
5. Approve updated Local Agency Investment Fund Signatories.
6. Authorize General Manager to sign Foley & Lardner Engagement Letter.

Director Tuso expressed concern regarding expenses associated with the former Interim General Manager's, Kelley Geyer, funeral service expense. General Manager Ed Pattison and General Counsel Michael Vergara explained to the Board of Directors that the District will track probate for reimbursement of funds. Director Tuso additionally questioned a line item in the check register called the California Tax & Fee invoice. General Manager Ed Pattison explained it is a water right license fee for the West Side Service Area.

Adopt Consent Calendar

(M/S/C Pereira/M. Maggiore), Alvarez, M. Maggiore, Sandhu, T. Maggiore, Pereira, Petrovich and Tusó; Absent:0)

***DISCUSSION/ACTION CALENDAR***

7. Discussion/action to consider adopting resolution approving 2023 Calendar Year Operations and Capital Improvement Budget, wage schedule, and water rates.

General Manager Ed Pattison summarized the 2023 budget (revenues, expenses, and capital improvements) and provided an overview of the revised organizational chart and labor expenses contained within the budget.

(M/S/C Petrovich/Pereira), Alvarez, M. Maggiore, Sandhu, T. Maggiore, Pereira, Petrovich and Tusó; Absent:0)

8. Adopt resolution adopting and approving Form Cost Reimbursement Agreement for "BBID Project Work" provided for development projects.

General Manager Ed Pattison summarized multiple efforts by BBID staff and consultants to support development projects within the BBID service area and the need to adopt a standard cost reimbursement agreement that developers would sign prior to any BBID work to guarantee reimbursement to BBID for all costs associated with development projects.

(M/S/C Tusó/Sandhu), Alvarez, M. Maggiore, Sandhu, T. Maggiore, Pereira, Petrovich and Tusó; Absent:0)

9. Discussion/action to consider Proposal to Lease Byron-Bethany Irrigation District Agricultural Land Surrounding Headquarters.

General Manager Ed Pattison summarized the recent past history associated with leasing agricultural lands surrounding BBID Headquarters and the desire by multiple growers via proposals to lease lands for irrigated agriculture. The Board of Directors agreed to lease Byron-Bethany Irrigation District's Agricultural Land to the winning proposal, Oliveira Enterprises, Inc. for a three-year term at \$200 per acre for the level land and \$50 per acre for the un-level land.

**CLOSED SESSION 12:36 p.m.**

Report from Closed Session, if any, as required by Government Code Section 54957.1.

None.

**OPEN SESSION 12:42 p.m.**

***REPORTS / DIRECTOR COMMENTS***

Director Pereira commented that he is happy that BBID is seeking safe, higher rate of return investments for the first phase and is interested in seeking a second Financial Advisor at the appropriate time for the second phase of investments. Director Pereira also identified the need to update the website with current Director's information, which General Manager Ed Pattison stated would be done.

Edwin Pattison, General Manager, reported that Byron Airport, the City of Brentwood, and the Town of Discovery Bay are interested in evaluating the potential future use of BBID water.

Nick Janes, J-COMM, updated the Board of Directors about the film he created depicting the history of the District and painting a picture the District's recent past, and where it's going.

***ADJOURNMENT 12:50 p.m.***

Submitted on March 14, 2023

Approved on March 28, 2023

/s/ Ilona Ruiz

Ms. Ilona Ruiz, Board Secretary

/s/ Timothy Maggiore

Mr. Timothy Maggiore, President

**ATTENDANCE**

**Directors Present:**

Charles Tusso	Division VI
Mark Maggiore	Division III
Tom Pereira	Division VI
Tim Maggiore	Division III
Jack Alvarez	Division VII
Amanjit Sandhu	Division IV
Pete Petrovich	Division I

**Staff/Consultants/Present**

Ed Pattison, General Manager  
Michael Vergara, SSD Law  
Aly Ackerman, SSD Law  
Jeremy Borchardt, Hazen & Sawyer  
Nick Janes, J-COMM, Inc., Public Affairs  
Ilona Ruiz, Board Secretary

**BYRON BETHANY IRRIGATION DISTRICT**  
**Treasurer's Monthly Report of Investments as of February 2023**  
**Unaudited For Management Purposes Only**

AGENDA 2

Investment	Transfer Account (1010A)	Transfer Account (1010C)	Transfer Account (1010D)	Payroll Account (1011A)	Investment Acct (1026)	Investment Acct (1003)	Investment Acct (1003A)	Investment Acct (1017)	Petty Cash (1080)	
Institution	CVCB Muni	OVCB Muni	OVCB Liquidity Plus	OVCB Payroll	King Capital Advisors****	LAIF	LAIF Construction	Comerica JPMorgan Chase	On-Hand	Total
Interest Rate	0.20%	0.10%	0.10%	0.10%		2.07%	2.07%	1.00%		
Maturity								04/30/29		
Portfolio	3.75%	2.19%	49.72%	0.00%		7.42%	17.93%	0.75%		81.75%
Beginning Balance	\$1,026,291.41	\$ 600,001.00	\$ 13,959,402.01	\$0.00	\$5,000,000.00	\$2,033,478.52	\$4,913,000.00	\$205,594.66	\$171.00	\$27,737,938.60
Activity	\$0.00	(\$904,853.48)	(\$616,005.78)	(\$107,838.06)	\$0.00	\$0.00	\$0.00	\$0.00	(\$38.98)	(\$1,628,736.30)
Deposits	\$157.46	\$904,853.48	\$283,680.66	\$107,838.06	\$0.00	\$0.00	\$0.00	\$0.00	\$67.98	\$1,296,597.64
<b>CLOSING BALANCE</b>	<b>\$1,026,448.87</b>	<b>\$ 600,001.00</b>	<b>\$ 13,627,076.89</b>	<b>\$0.00</b>	<b>\$5,000,000.00</b>	<b>\$2,033,478.52</b>	<b>\$4,913,000.00</b>	<b>\$205,594.66</b>	<b>\$200.00</b>	<b>\$27,405,799.94</b>
<b>RESERVES</b>									Account Code	Total
The above investments include the following Reserves:										
Insurance/SIR Reserve									GL 3103	\$105,000.00
Rolling Stock Replacement Reserve									GL 3105	\$100,000.00
Construction Equipment Replacement Reserve									GL 3106	\$100,000.00
Groundwater Management Program									GL 3107	\$200,000.00
OME & GA Reserve									GL 3110	\$3,406,249.64
Mountain House Infrastructure Replacement									GL 3123	\$2,000,000.00
CVP Service Area Capital Improvement									GL 3122	\$50,000.00
PERS Contribution Contingency									GL 3117	\$500,000.00
Capital Improvement Plan - Ten year CIP Plan									GL 3102	\$1,476,085.52
Legal Reserve									GL 3100	\$1,000,000.00
2017 Series Debt Payment Reserve									GL 2851	\$1,600,000.00
2018 Revenue Bonds Debt Payment Reserve									GL 2850	\$1,000,000.00
2021 Revenue Bonds Debt Payment Reserve									GL 2852	\$1,000,000.00
<b>TOTAL RESERVES</b>										<b>\$12,537,335.16</b>
<b>TOTAL CASH</b>										<b>\$27,405,799.94</b>
<b>(Less) Designated Reserves</b>										<b>(\$12,537,335.16)</b>
<b>UNDESIGNATED RESERVES</b>										<b>\$14,868,464.78</b>
<p>* No investments were made pursuant to Subdivision (I) of Section 53601, 53601.1, and Subdivision (I) Section 53635 of the Government Code.</p> <p>** All investments were made in accordance with the Treasurer's annual statement of investment policy and Board instruction.</p> <p>*** The amounts and maturities of the investments will enable the District to fund its cash flow requirements during the next six months (Gov't Code Sec. 53646 (b) (3)).</p> <p>**** The year 1 cash flow is estimated to be \$229,787.75.</p>										



Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the Two Months Ending February 28, 2023

	Current Month Actual	Year to Date Actual	Year to Date Budget
Revenues			
CVPSA Allocation Exceedance	\$ 27,192.00	\$ 53,766.00	\$ 100,000.00
Construction Water	500.00	1,000.00	20,000.00
Mountain House Water	40,796.48	93,819.81	850,000.00
Tracy Hills Water Sales	218,090.00	218,090.00	100,000.00
BOR AG	0.00	0.00	90,000.00
CVPIA Restoration (M&I)	1,082.25	2,164.50	10,000.00
CVPIA Restoration (Ag)	0.00	0.00	15,000.00
SLDMWA O&M	589.05	1,178.10	37,000.00
BBID Pump In Charge	650.00	1,950.00	100,000.00
Byron Ag Service Area	0.00	240.00	650,000.00
Byron M&I Service Area	0.00	0.00	20,000.00
Bethany Ag Service Area	0.00	0.00	380,000.00
Bethany M&I Service Area (MEP)	2,148.07	2,148.07	27,000.00
USBR Trinity PUD Assessment	13.50	27.00	0.00
West Side Ag Service Area WSSA	900.00	1,274.00	1,000,000.00
Construction Income	0.00	0.00	2,642.92
Gas Tax Refund	2,643.05	2,643.05	0.00
Debt Recovery	1,125.00	2,250.00	5,000.00
Administration Costs - Fees	25.00	50.00	500.00
Easement Detachment Fees	(100.00)	4,900.00	0.00
Interest on Bank Accounts	4,701.74	9,669.74	290,000.00
Stand-by Revenue	104.96	83,601.84	83,601.84
WSSA Stand-by Revenue	0.00	138,847.75	138,871.25
CVPSA Ag O&M Charge	0.00	42,641.13	42,920.83
CVPSA M & I O&M Charge	0.00	109,871.34	161,397.96
CVPSA M/I with AG Alloc Charge	0.00	12,213.09	12,213.09
Alameda Property Tax Revenue	0.00	0.00	300,000.00
Contra Costa Property Tax Rev	0.00	0.00	445,000.00
San Joaquin 46701 Zn2 Prop Tax	6,993.00	321,264.77	5,000,000.00
San Joaquin 47101 Zn3 Prop Tax	1,496.15	1,876.93	45,000.00
Reimburse SLDMWA Assess	646.20	1,292.40	50,000.00
Supplemental Water CVPSA	0.00	0.00	50,000.00
PG&E Power(CVPSA)Reimbursed	0.00	0.00	75,000.00
O&M Labor Recovery	16,018.00	16,018.00	50,000.00
O & M Materials Recovery	11,827.00	11,827.00	11,827.00
Drainage Fees WSSA	1,805.25	55,305.25	55,305.25
Admin Labor Recovery	1,320.00	1,320.00	11,880.00
JPIA Refunds	(18.56)	(37.12)	0.00
Reimburse Director's Benefit	0.00	0.00	22,000.00
Reimbursement of Director Exp	(83.99)	(83.99)	0.00
Rental Unit	605.00	1,210.00	7,260.00
Agricultural Leases	0.00	0.00	10,000.00
<b>Total Revenues</b>	<b>341,069.15</b>	<b>1,192,338.66</b>	<b>10,269,420.14</b>
Cost of Sales			
Total Cost of Sales	0.00	0.00	0.00
<b>Gross Profit</b>	<b>341,069.15</b>	<b>1,192,338.66</b>	<b>10,269,420.14</b>



	Current Month Actual	Year to Date Actual	Year to Date Budget
Expenses			
O&M Auto & General Liability	0.00	18,226.35	25,226.35
Transformer Maintenance	0.00	0.00	3,000.00
Maintenance Trans. Lines/Poles	0.00	0.00	15,000.00
Pump Control Panels	0.00	0.00	3,500.00
Sub-Station	0.00	0.00	3,500.00
SLDMWA Membership Assessment	0.00	0.00	60,000.00
Electrical Engineering Services	0.00	0.00	3,000.00
SWRCB User Fee (CVPSA)	0.00	37,002.49	37,002.49
Supplemental Water Purchase	0.00	0.00	100,000.00
Pump/Motor Maintenance	0.00	0.00	10,000.00
Pump/Motor Maintenance (CVPSA)	7,725.99	7,725.99	2,500.00
Pump/Motor Maintenance (RWSA1)	0.00	0.00	2,500.00
Pump Motor Maintenance WSSA	187.42	187.42	5,000.00
Pump/Motor Lube	0.00	0.00	1,500.00
SCADA/Telemetry-Auto Control	0.00	44.35	100,000.00
Motor Control Maintenance	0.00	0.00	13,000.00
Motor Control Maint. (CVPSA)	0.00	0.00	5,000.00
Motor Control Maint. (RWSA1)	0.00	0.00	5,000.00
PWRPA ASA Power	13,207.84	13,207.84	445,000.00
PWRPA P3	376.42	376.42	15,000.00
PG&E Power	5.02	1,699.29	110,000.00
PG&E Power (CVPSA)	3,084.15	3,084.15	150,000.00
PG&E Power WSSA	310.28	538.40	5,000.00
Emergency Generators	0.00	0.00	25,000.00
WAPA Power	16,394.21	23,164.97	320,000.00
WAPA Restoration	1,181.90	2,363.80	25,000.00
Bonds Continuing Compliance	0.00	5,850.00	5,850.00
Assistant General Manager	0.00	0.00	212,463.00
O&M Employee Relations	0.00	0.00	1,500.00
WWTF Chief Operator	2,665.00	4,420.00	35,100.00
O&M Labor Full Time	47,872.88	75,604.32	1,103,024.00
O&M Other Compensation	10,515.66	37,982.04	178,601.69
O&M Health Insurance	12,353.34	23,444.34	307,589.40
O&M Dental Insurance	249.60	499.20	5,616.00
O&M Vision Insurance	129.92	259.84	3,340.80
O&M Retirement (PERS)	11,475.72	17,783.17	400,000.00
O&M Worker's Comp	0.00	8,444.31	35,000.00
O&M Medicare	893.30	1,734.59	19,705.31
O&M Social Security	3,755.19	7,352.43	82,080.99
O&M Life Insurance	152.92	298.46	5,082.48
O&M Longevity	461.56	923.12	6,600.00
O&M Pesticide	92.30	184.60	1,800.00
O&M Overtime	0.00	513.00	115,000.00
O&M - Employee Assist Program	58.82	78.66	416.64
Canal Maintenance	0.00	0.00	15,000.00
Station Maintenance	0.00	0.00	15,000.00
Station Maintenance WSSA	0.00	0.00	5,000.00
Laterals/Structures	0.00	0.00	10,000.00
Laterals/Structures (CVPSA)	0.00	0.00	5,000.00
Material/Hardware/Fasteners	11,865.24	11,944.16	20,000.00
Sub laterals/Pipelines	0.00	0.00	10,000.00
Sub laterals/Pipelines WSSA	0.00	0.00	2,000.00
Canal Gate Maintenance	0.00	0.00	8,000.00

	Current Month	Year to Date	Year to Date
	Actual	Actual	Budget
Canal Gate Maintenance (CVPSA)	0.00	0.00	2,000.00
Canal Gate Maintenance (WSSA)	652.36	652.36	5,000.00
Surface Drains	0.00	0.00	10,000.00
Tile Drains	0.00	0.00	5,000.00
Canal Crossings	0.00	0.00	2,000.00
Communications	5,639.81	8,227.54	19,000.00
Communications WSSA	475.04	947.48	6,000.00
Small Tools & Equipment	69.82	69.82	10,000.00
Building Maintenance	(850.98)	(850.98)	9,000.00
Building Maintenance WSSA	0.00	0.00	1,000.00
Grounds Maintenance	1,050.00	2,100.00	18,000.00
Fire System	0.00	0.00	9,000.00
Security System	1,020.27	1,155.27	6,500.00
HVAC Service Supplies	0.00	0.00	5,000.00
Janitorial Services/Supply	707.26	1,714.52	18,500.00
Pest Management	76.00	232.00	1,800.00
Janitorial Serv/Supply WSSA	100.00	200.00	1,500.00
Uniforms/Clothing Allowance	1,671.40	2,179.49	8,500.00
Shop Supplies	75.93	200.15	6,500.00
Welding Shop & Supplies	247.82	464.82	5,000.00
Meter Shop	0.00	0.00	1,000.00
Vehicle Maintenance	(1,815.14)	7,840.87	30,000.00
Equipment Maint.	51.40	219.20	20,000.00
Fuel/Lube/Oil/Tires	4,645.28	7,915.24	125,000.00
MileageReimbursement	0.00	59.80	1,100.00
Waste Oil Disposal	0.00	0.00	1,100.00
Canal Fences	0.00	0.00	2,500.00
Rodent Control	0.00	0.00	2,200.00
Right of Way Weed Control	0.00	0.00	30,000.00
Weed Burning	564.98	564.98	4,000.00
Aquatic Weed Control	0.00	0.00	270,000.00
Road Maint. & Right of Way	0.00	0.00	20,000.00
Water Quality Testing	0.00	0.00	5,000.00
Flow Meter Repairs	350.05	350.05	7,000.00
Flow Meter Repairs(CVPSA)	0.00	0.00	1,000.00
Safety Supplies/Equipment	2,669.01	2,669.01	10,000.00
Worker Safety Training	1,312.28	1,312.28	4,500.00
Physical Exams	425.02	785.02	3,000.00
Engineering	21,667.50	26,595.00	215,000.00
GSA Implementation	737.50	9,970.72	25,000.00
O&M Continuing Education	0.00	0.00	1,500.00
Permits/Licenses(CVPSA)	0.00	0.00	1,000.00
Propane Facilities	570.00	660.00	3,000.00
Refuse/Disposal	762.95	762.95	4,000.00
Bottled Water Service	319.61	556.71	4,500.00
General Manager	22,499.99	34,615.03	258,750.00
Admin Support Staff	14,554.06	25,302.36	251,804.80
Admin Part Time	1,300.00	1,300.00	4,500.00
Admin Other Compensation	5,112.24	25,248.68	51,176.87
Admin Health Insurance	5,242.21	8,707.79	83,977.56
Admin Dental Insurance	156.00	249.60	1,872.00
Admin Vision Insurance	92.80	148.48	1,113.60
Admin Retirement (PERS)	7,182.79	13,242.88	300,000.00
Admin Worker's Comp	0.00	694.41	5,000.00
Senior Administrative Analyst	0.00	0.00	108,925.00

	Current Month	Year to Date	Year to Date
	Actual	Actual	Budget
Admin Social Security	2,624.33	5,315.21	38,537.95
Admin Medicare	613.75	1,243.08	9,012.91
Admin Life Insurance	161.62	229.08	2,177.52
Admin Longevity	161.56	323.12	2,100.00
Admin Employee Relations	0.00	0.00	400.00
State Unemployment Insurance	312.07	1,473.06	2,500.00
FUTA Tax	124.82	589.21	900.00
Office Supplies	75.18	134.99	7,000.00
Payroll Services	404.84	1,132.45	7,000.00
Postage	0.00	500.00	2,000.00
Printing, Forms, Maps, Etc	0.00	0.00	3,000.00
Notary Commission	0.00	29.00	29.00
Printing (Legal)	0.00	0.00	800.00
WSSA Utilities	283.67	557.33	4,500.00
DHQ Telephone	909.04	1,816.16	21,000.00
Bank Fees	0.00	0.00	1,000.00
Trustee Fees	0.00	0.00	1,500.00
Dir -Employee Assist Program	12.40	22.32	208.32
Admin-Employee Assist Program	12.40	19.94	178.56
Cyber Liability Program	0.00	1,222.42	2,500.00
Admin Auto & Liability Program	0.00	12,150.90	16,950.90
Property Insurance	0.00	27,452.12	60,000.00
Business Systems Services	1,042.05	1,863.50	12,500.00
Pension Fund - 401A	0.00	0.00	12,937.50
Retiree's Health Insurance	9,583.83	19,167.66	115,000.00
State Emp. Training Tax	20.82	98.22	150.00
Director's Fees/ Expenses	4,468.32	15,749.90	23,000.00
Director's Benefits	7,745.23	13,131.76	114,252.00
District Officials'	153.98	153.98	20,000.00
Legal Services	3,144.25	3,144.25	800,000.00
CVPSA - Legal	3,607.00	8,268.00	200,000.00
Auditing	0.00	0.00	45,000.00
Actuarial Services	1,900.00	6,300.00	8,800.00
Election	2.40	519.45	1,000.00
Record Retention	0.00	0.00	250.00
Rental Unit	0.00	0.00	2,000.00
Permits, Dues & Subscriptions	415.10	940.10	65,000.00
Permits, Dues & Subs WSSA	589.37	2,601.82	4,000.00
Admin. Continuing Education	0.00	0.00	500.00
Recording Fees	0.00	0.00	250.00
Interest Expense	0.00	0.00	216,234.40
Hardware/Software	2,480.23	5,099.69	25,000.00
Hardware/Software WSSA	0.00	0.00	1,000.00
Public Outreach	4,900.00	9,800.00	60,000.00
Website	2,100.00	4,200.00	25,400.00
State/Federal Representation	0.00	160.00	150,000.00
HR Consulting	6,343.75	6,343.75	10,000.00
Total Expenses	298,541.95	643,753.71	8,201,888.04
Net Income	\$ 42,527.20	\$ 548,584.95	\$ 2,067,532.10

Byron-Bethany Irrigation District  
Balance Sheet  
February 28, 2023

ASSETS

Current Assets		
Cash-L.A.I.F. State Treasurer	\$	2,033,478.52
Cash-L.A.I.F. Construction		4,913,000.00
CVCB Muni		1,026,448.87
OVCB Muni		491,291.67
Liquidity Plus		13,627,076.89
Comerica		205,594.66
Investments		5,000,000.00
Petty Cash		200.00
Petty Cash - WSSA		100.00
Accts Receivable		403,670.65
Accts Receivable - Other		13,640.04
Prepaid Insurance		10,199.10
		<hr/>
Total Current Assets		27,724,700.40
Property and Equipment		
Allowance for Depreciation		(18,219,391.16)
Allowance for Depreciation WSSA		(3,824,351.34)
District Lands		1,837,509.52
General Properties		17,994,863.78
CVPSA Distribution System		792,082.88
Pumping Plant		20,871,672.21
Telemetry/SCADA		261,167.19
Office Equipment		144,242.93
Automotive Equipment		1,775,974.34
General Tools & Equipment		1,538,003.97
PL 984 Project		2,166,723.17
Mariposa Energy Plant		4,716,153.80
General Properties WSSA		5,400,391.91
General Equipment WSSA		694,864.65
Drainage Systems		605,703.66
Work in Progress		5,671,534.89
		<hr/>
Total Property and Equipment		42,427,146.40
Other Assets		
		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	70,151,846.80
		<hr/>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	256,351.81
Health Insurance Payable		88.70
Deferred Comp - Payable		12,600.00
Accrued Vacation		96,389.58
Dental Insurance Payable		(399.88)
Developer Security Deposit		45,000.00
FUTA Tax Payable		(283.12)
Net Pension Liability		695,201.00

Unaudited - For Management Purposes Only

Byron-Bethany Irrigation District  
Balance Sheet  
February 28, 2023

Deferred Inflows	87,624.00	
Deferred Outflows	(171,048.00)	
Deferred Outflows Contribution	(61,845.00)	
Net OPEB Liability/Asset	3,545,171.00	
Deferred Outflows (OPEB)	298,924.00	
	<hr/>	
Total Current Liabilities		4,803,774.09
Long-Term Liabilities		
2018 Enterprise Revenue Bond	3,910,000.00	
2017 Revenue Refi Bond	1,254,000.01	
2021 Enterprise Revenue Bond	3,638,000.00	
	<hr/>	
Total Long-Term Liabilities		8,802,000.01
		<hr/>
Total Liabilities		13,605,774.10
Capital		
Retained Earnings	43,933,152.59	
Legal Reserve	1,000,000.00	
10 Year CIP Reserve	1,476,085.52	
Insurance/SIR Reserve	105,000.00	
Rolling Stock Replacement Res.	100,000.00	
Construction Equipment Replace	100,000.00	
Groundwater Mgmt Program Res	200,000.00	
SLDMWA-DHCCP Reserve	1,000,000.00	
Op & Maint, Eng. & Gen. Admin.	2,933,249.64	
PERS Contribution Contingency	500,000.00	
CVPSA Capital Improve Reserve	50,000.00	
RWSA Infrastructure Replacement	2,000,000.00	
2017 Series Debt Payment Reser	1,600,000.00	
2018 Revenue Bonds Debt Pmt Re	1,000,000.00	
Net Income	548,584.95	
	<hr/>	
Total Capital		56,546,072.70
		<hr/>
Total Liabilities & Capital	\$	70,151,846.80
		<hr/>

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1010A - CVCB Muni**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	1,026,291.41
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	157.46
Ending GL Balance	1,026,448.87
Ending Bank Balance	1,026,448.87
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	1,026,448.87



7100 N. Financial Dr. STE 101  
Fresno, CA 93720

RETURN SERVICE REQUESTED

BYRON BETHANY IRRIGATION DISTRICT  
7995 BRUNS RD  
BYRON CA 94514-1625

### Managing Your Accounts



Customer Service (800) 298-1775



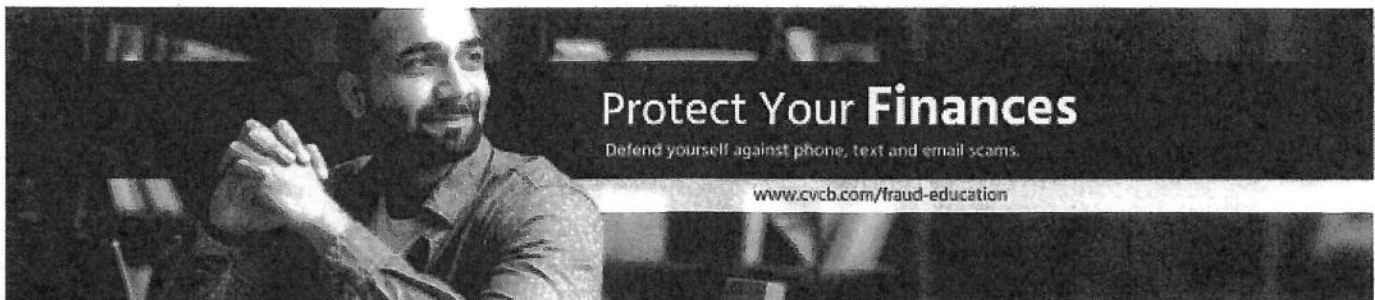
BankLine (24-hours) (800) 298-1775



Mailing Address 7100 N. Financial Drive,  
Ste. 101  
Fresno, CA 93720



Website [www.cvcb.com](http://www.cvcb.com)



**Identity Protection/Cybersecurity** - CVCB provides extensive safeguards to secure our clients' financial relationships and is committed to offering education and helpful resources to help protect your business and personal information both online and off.

Visit our Identity Protection webpage at: <https://www.cvcb.com/identity-protection> and download our Cybersecurity Guide that includes helpful tips and information on how you can protect what matters most to you and your business!

### Summary of Accounts

Account Type	Account Number	Ending Balance
MUNI CHECKING	XXXXXXXXXX	\$1,026,448.87

### MUNI CHECKING-XXXXXXXXXXXX

#### Account Summary

Date	Description	Amount
02/01/2023	Beginning Balance	\$1,026,291.41
	1 Credit(s) This Period	\$157.46
	0 Debit(s) This Period	\$0.00
02/28/2023	Ending Balance	\$1,026,448.87

#### Interest Summary

Description	Amount
Interest Earned From 02/01/2023 Through 02/28/2023	
Annual Percentage Yield Earned	0.20%
Interest Days	28
Interest Earned	\$157.46
Interest Paid This Period	\$157.46
Interest Paid Year-to-Date	\$337.38
Minimum Balance	\$1,026,291.41
Average Ledger Balance	\$1,026,291.41



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1010C - OVCB Muni**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		592,963.18
Add: Cash Receipts		276,512.09
Less: Cash Disbursements		(600,788.16)
Add (Less) Other		222,604.56
Ending GL Balance		491,291.67
Ending Bank Balance		600,001.00
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jan 19, 2023	45256 (525.00)
	Feb 1, 2023	45272 (100.00)
	Feb 1, 2023	45286 (517.05)
	Feb 6, 2023	45287 (41,207.47)
	Feb 6, 2023	45296 (9,450.00)
	Feb 16, 2023	45311 (166.77)
	Feb 16, 2023	45312 (762.85)
	Feb 16, 2023	45313 (100.00)
	Feb 16, 2023	45314 (51.82)
	Feb 16, 2023	45316 (278.52)
	Feb 16, 2023	45317 (105.00)
	Feb 16, 2023	45318 (195.00)
	Feb 16, 2023	45320 (297.00)
	Feb 16, 2023	45322 (22,449.79)
	Feb 16, 2023	45324 (762.50)
	Feb 16, 2023	45329 (131.73)
	Feb 16, 2023	45330 (1,900.00)
	Feb 16, 2023	45333 (105.00)
	Feb 16, 2023	45334 (105.00)
	Feb 16, 2023	45336 (105.00)
	Feb 16, 2023	45338 (1,552.38)
	Feb 16, 2023	45341 (105.00)
	Feb 16, 2023	45342 (2,281.25)
	Feb 16, 2023	45343 (10,880.00)
	Feb 16, 2023	45344 (463.03)
	Feb 17, 2023	45346 (580.03)
	Feb 17, 2023	45347 (574.72)
	Feb 17, 2023	45349 (12,018.00)
	Feb 21, 2023	45353 (350.05)
	Feb 21, 2023	45354 (589.37)
Total outstanding checks		(108,709.33)
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		491,291.67



OAK VALLEY COMMUNITY BANK  
TRACY  
1034 NORTH CENTRAL AVE.  
TRACY CA 95376  
(209) 834-3340

BYRON BETHANY IRRIGATION DISTRICT  
MUNI ACCOUNT  
7995 BRUNS ROAD  
BYRON CA 94514-1625

ACCOUNT NUMBER:  
STATEMENT DATE: 2/28/23  
PAGE: 1 OF 3

WEB SITE: www.ovcb.com  
www.escbank.com  
TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC

BYRON BETHANY IRRIGATION DISTRICT  
MUNI ACCOUNT

Acct

Beginning Balance	2/01/23	600,001.00	
Deposits / Misc Credits	20	904,853.48	
Withdrawals / Misc Debits	90	904,853.48	
** Ending Balance	2/28/23	600,001.00	**
Service Charge		.00	

Enclosures 70

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
2/01	12,231.73		MARIPOSA ENERGY,/DGCPMT
2/01	59.80		Rev: CHECK
2/02	37,862.98		Trnsfr from Checking Acct Ending in 0095
2/03	22,492.69		Trnsfr from Checking Acct Ending in 0095
2/06	8,624.94		Trnsfr from Checking Acct Ending in 0095
2/07	223,033.29		Trnsfr from Checking Acct Ending in 0095
2/08	59,804.67		Trnsfr from Checking Acct Ending in 0095
2/09	5,905.50		Trnsfr from Checking Acct Ending in 0095
2/10	9,483.91		DEPOSIT
2/13	3,272.01		Trnsfr from Checking Acct Ending in 0095
2/14	79,452.79		Trnsfr from Checking Acct Ending in 0095
2/15	27,479.50		Trnsfr from Checking Acct Ending in 0095
2/16	49,899.99		Trnsfr from Checking Acct Ending in 0095
2/17	16,800.83		Trnsfr from Checking Acct Ending in 0095
2/21	36,565.64		Trnsfr from Checking Acct Ending in 0095
2/22	63,459.18		DEPOSIT
2/23	33,153.11		Trnsfr from Checking Acct Ending in 0095
2/24	175.00		Trnsfr from Checking Acct Ending in 0095
2/27	11,482.84		Trnsfr from Checking Acct Ending in 0095
2/28	203,613.08		DEPOSIT

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1010D - Liquidity Plus**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

---

Beginning GL Balance	13,959,402.01
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(332,325.12)
Ending GL Balance	13,627,076.89
Ending Bank Balance	13,627,076.89
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	13,627,076.89



OAK VALLEY COMMUNITY BANK  
TRACY  
1034 NORTH CENTRAL AVE.  
TRACY CA 95376  
(209) 834-3340

BYRON BETHANY IRRIGATION DISTRICT  
7995 BRUNS ROAD  
BYRON CA 94514-1625

ACCOUNT NUMBER:  
STATEMENT DATE: 2/28/23  
PAGE: 1 OF 2

WEB SITE: www.ovcb.com  
www.escbank.com  
TOLL FREE NUMBER: 866-844-7500

OAK TREE CHECKING-PUBLIC BYRON BETHANY IRRIGATION DISTRICT Acct

Beginning Balance	2/01/23	13,959,402.01	
Deposits / Misc Credits	5	283,680.66	
Withdrawals / Misc Debits	15	616,005.78	
** Ending Balance	2/28/23	13,627,076.89	**
Service Charge		.00	
Interest Paid Thru	2/28/23	4,544.28	
Interest Paid Year To Date		9,332.36	
Minimum Balance		13,409,497	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
2/01	12,044.06		Trnsfr from Checking Acct Ending in 0060
2/10	9,245.81		Trnsfr from Checking Acct Ending in 0060
2/22	62,790.20		Trnsfr from Checking Acct Ending in 0060
2/28	195,056.31		Trnsfr from Checking Acct Ending in 0060
2/28	4,544.28		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
2/02		37,862.98	Trnsfr to Checking Acct Ending in 0060
2/03		22,492.69	Trnsfr to Checking Acct Ending in 0060
2/06		8,624.94	Trnsfr to Checking Acct Ending in 0060
2/07		223,033.29	Trnsfr to Checking Acct Ending in 0060
2/08		59,804.67	Trnsfr to Checking Acct Ending in 0060
2/09		5,905.50	Trnsfr to Checking Acct Ending in 0060
2/13		3,272.01	Trnsfr to Checking Acct Ending in 0060
2/14		79,452.79	Trnsfr to Checking Acct Ending in 0060
2/15		27,479.50	Trnsfr to Checking Acct Ending in 0060
2/16		49,899.99	Trnsfr to Checking Acct Ending in 0060
2/17		16,800.83	Trnsfr to Checking Acct Ending in 0060
2/21		36,565.64	Trnsfr to Checking Acct Ending in 0060
2/23		33,153.11	Trnsfr to Checking Acct Ending in 0060

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1011A - OVCB Payroll**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

---

Beginning GL Balance	
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	_____
Ending GL Balance	=====
Ending Bank Balance	
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	_____ 0.00
Ending GL Balance	=====



OAK VALLEY COMMUNITY BANK  
TRACY  
1034 NORTH CENTRAL AVE.  
TRACY CA 95376  
(209) 834-3340

BYRON BETHANY IRRIGATION DISTRICT  
PAYROLL ACCOUNT  
7995 BRUNS ROAD  
BYRON CA 94514-1625

ACCOUNT NUMBER:  
STATEMENT DATE: 2/28/23  
PAGE: 1 OF 1

WEB SITE: www.ovcb.com  
www.escbank.com  
TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC

BYRON BETHANY IRRIGATION DISTRICT  
PAYROLL ACCOUNT

Acct

Beginning Balance	2/01/23	.00	
Deposits / Misc Credits	5	107,838.06	
Withdrawals / Misc Debits	7	107,838.06	
** Ending Balance	2/28/23	.00	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
2/02	37,923.78		Trnsfr from Checking Acct Ending in 0060
2/03	18,111.07		Trnsfr from Checking Acct Ending in 0060
2/16	35,077.26		Trnsfr from Checking Acct Ending in 0060
2/17	16,665.31		Trnsfr from Checking Acct Ending in 0060
2/21	60.64		Trnsfr from Checking Acct Ending in 0060

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
2/02		37,923.78	PAYCHEX - RCX/PAYROLL
2/03		170.25	PAYCHEX EIB/INVOICE
2/03		17,940.82	PAYCHEX TPS/TAXES
2/16		35,077.26	PAYCHEX - RCX/PAYROLL
2/17		173.95	PAYCHEX EIB/INVOICE
2/17		16,491.36	PAYCHEX TPS/TAXES
2/21		60.64	PAYCHEX-OAB/INVOICE

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
2/02	.00	2/16	.00	2/21	.00
2/03	.00	2/17	.00		

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1003 - Cash-L.A.I.F. State Treasurer**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,033,478.52
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>2,033,478.52</u>
Ending Bank Balance	<u>2,033,478.52</u>
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>2,033,478.52</u>



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1003A - Cash-L.A.I.F. Construction**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	4,913,000.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>4,913,000.00</u>
Ending Bank Balance	<u>4,913,000.00</u>
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>4,913,000.00</u>



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name

BYRON-BETHANY IRRIGATION DIST

Account Number

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

Earnings Ratio		.00005680946709337
Interest Rate		2.07%
Dollar Day Total	\$	635,450,222.94
Quarter End Principal Balance	\$	6,910,378.93
Quarterly Interest Earned	\$	36,099.59

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1017 - Comerica**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

---

Beginning GL Balance	205,594.66
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>205,594.66</u>
Ending Bank Balance	205,594.66
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>205,594.66</u>

## Brokerage Account Statement

BYRON-BETHANY ID  
RICK GILMORE  
7995 BRUNS RD  
BYRON CA 94514-1625

October 1, 2022 - December 31, 2022  
Account Number: 1

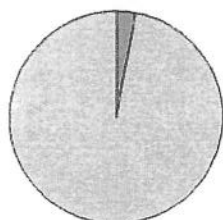
Your Financial Consultant:  
Theut/Rademacher  
(800) 327-7058

### Portfolio at a Glance

	This Period	Year-to-Date
BEGINNING ACCOUNT VALUE	\$199,475.07	\$231,755.00
Adjusted Previous Account Value	199,475.07	231,755.00
Dividends, Interest and Other Income	44.59	989.66
Net Change in Portfolio <sup>1</sup>	6,075.00	-27,150.00
<b>ENDING ACCOUNT VALUE</b>	<b>\$205,594.66</b>	<b>\$205,594.66</b>
Accrued Interest	\$424.66	
Estimated Annual Income	\$2,564.62	

<sup>1</sup> Net Change in Portfolio is the difference between the ending account value and beginning account value after activity.

### Asset Summary



Percent	Asset Type	Prior Year-End	Last Period	This Period
3%	Cash, Money Funds, and Bank Deposits	5,555.00	6,500.07	6,544.66
97%	Fixed Income	226,200.00	192,975.00	199,050.00
100%	Account Total (Pie Chart)	\$231,755.00	\$199,475.07	\$205,594.66

Please review your allocation periodically with your Financial Consultant.

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Feb 28, 2023**  
**1080 - Petty Cash**  
**Bank Statement Date: February 28, 2023**

Filter Criteria includes: Report is printed in Detail Format.

---

Beginning GL Balance	171.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>29.00</u>
Ending GL Balance	<u>200.00</u>
Ending Bank Balance	200.00
Add back deposits in transit	<u>          </u>
Total deposits in transit	
(Less) outstanding checks	<u>          </u>
Total outstanding checks	
Add (Less) Other	<u>          </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u>200.00</u>

# Byron Bethany Irrigation District

## Petty Cash Reconciliation

Beg. Balance
\$171.00

Date	Description	Debit	Credit	GL	Running Balance
02/05/2023	Vegetables for Juicing (\$408 Wellness Grant)		19.88	4357	\$151.12
02/13/2023	Vegetables for Juicing (\$408 Wellness Grant)		19.10	4357	\$132.02
02/21/2023	Petty Cash Check	67.98		1080	\$200.00
					\$200.00

Currency on Hand		Quantity	Total
\$0.01	x	35	0.35
\$0.05	x	34	1.70
\$0.10	x	42	4.20
\$0.25	x	27	6.75
\$1.00	x	7	7.00
\$5.00	x	2	10.00
\$10.00	x	1	10.00
\$20.00	x	3	60.00
\$50.00	x		-
\$100.00	x	1	100.00
Total Cash on Hand			200.00

Prepared By: Julia Gavrilenko

Date: 03/01/2023

Checked By: Ilona Lament

Date: 03/01/2023

Approved By:

Date:

**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Feb 1, 2023 to Feb 28, 2023**

AGENDA ITEM NO.

3

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Accou	Amount
45263	2/1/23	Alhambra Water Service	1010C	237.10
45264	2/1/23	Cintas Corporation #922	1010C	126.07
45265	2/1/23	City of Brentwood	1010C	6,708.22
45266	2/1/23	City of Tracy	1010C	116.05
45267	2/1/23	Co Occupational Medical Partners	1010C	360.00
45268	2/1/23	Tracy Delta Solid Waste Management, In	1010C	157.61
45269	2/1/23	Heather Escarcega	1010C	537.50
45270	2/1/23	Exponent, Inc.	1010C	1,049.00
45272	2/1/23	Laurina Rocha	1010C	100.00
45273	2/1/23	Lingo	1010C	775.39
45274	2/1/23	Mechanical Analysis/Repair, Inc.	1010C	48,817.18
45275	2/1/23	Pacific Gas & Electric WSSA	1010C	228.12
45276	2/1/23	Plus IT, Inc.	1010C	324.60
45277	2/1/23	Pitney Bowes Bank Inc. Reserve Account	1010C	500.00
45278	2/1/23	Quality Communications	1010C	4,381.62
45279	2/1/23	Ramos Oil Co., Inc.	1010C	1,134.27
45280	2/1/23	San Joaquin County Tax Collector	1010C	962.50
45281	2/1/23	Stericycle, Inc.	1010C	266.23
45282	2/1/23	San Luis Delta Mendota Water Authority	1010C	218,800.00
45283	2/1/23	Dornoch Inc.	1010C	2,798.29
45284	2/1/23	Western Area Power Administration	1010C	1,181.90
45285	2/1/23	WIN-911	1010C	800.00
45286	2/1/23	Contra Costa County Election Division	1010C	517.05
45287	2/6/23	ACWA Joint Powers Insurance Authority	1010C	41,207.47
45289	2/6/23	Arnaudo Construction, Inc.	1010C	27,000.00
45290	2/6/23	California Welding Supply	1010C	217.00
45291	2/6/23	Cintas Corporation #922	1010C	135.52
45292	2/6/23	Comcast	1010C	125.45
45293	2/6/23	Cardmember Service	1010C	433.57
45294	2/6/23	Hazen & Sawyer	1010C	36,415.00
45295	2/6/23	J-COMM Inc	1010C	7,000.00
45296	2/6/23	Mizuno Consulting, Inc.	1010C	9,450.00



**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Feb 1, 2023 to Feb 28, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Accou	Amount
45297	2/6/23	Pacific Gas & Electric 2085	1010C	1,694.27
45298	2/6/23	Pacific Gas & Electric 4120	1010C	1,400.32
45299	2/6/23	PWRPA	1010C	13,584.26
45300	2/6/23	Ramos Oil Co., Inc.	1010C	952.46
45301	2/6/23	Rossana Talavera	1010C	600.00
45302	2/6/23	Weist Law	1010C	5,850.00
45303	2/6/23	Zanjero, Inc.	1010C	737.50
45304	2/6/23	Ilona Ruiz	1010C	59.80
45305	2/6/23	UPL NA Inc.	1010C	59,752.92
45306	2/6/23	Campora Propane Service	1010C	90.00
45307	2/6/23	DIRECTV	1010C	126.24
45308	2/6/23	Armor Fire Extinguisher Co.	1010C	2,913.01
45309	2/7/23	Central Valley Motor Parts, Inc.	1010C	10.81
45310	2/7/23	I Spy Vision	1010C	1,020.27
45311	2/16/23	AT&T	1010C	166.77
45312	2/16/23	AT & T Mobility	1010C	762.85
45313	2/16/23	Bureau of Reclamation, South-Central C	1010C	100.00
45314	2/16/23	California Welding Supply	1010C	51.82
45315	2/16/23	Chase Card Services	1010C	32,523.07
45316	2/16/23	Cintas Corporation #922	1010C	278.52
45317	2/16/23	Natividad Clark	1010C	105.00
45318	2/16/23	Co Occupational Medical Partners	1010C	195.00
45319	2/16/23	Condor Earth Technologies Inc	1010C	2,431.00
45320	2/16/23	CoreLogic Solutions, LLC	1010C	297.00
45321	2/16/23	Creative Outdoor Environments, Inc.	1010C	1,050.00
45322	2/16/23	Don Pedro Pump	1010C	22,449.79
45323	2/16/23	Connor Dorais	1010C	70.00
45324	2/16/23	Heather Escarcega	1010C	762.50
45325	2/16/23	Bobby Farmer	1010C	105.00
45326	2/16/23	Ilona Ruiz	1010C	105.00
45327	2/16/23	Julia Gavrilenko	1010C	105.00
45328	2/16/23	Kenner Welding Shop	1010C	187.42

**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Feb 1, 2023 to Feb 28, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Accou	Amount
45329	2/16/23	Lingo	1010C	131.73
45330	2/16/23	MacLeod Watts, Inc.	1010C	1,900.00
45331	2/16/23	Richard Martinez	1010C	105.00
45332	2/16/23	McCauley Ag Services	1010C	232.00
45333	2/16/23	Robert Scott Mehring	1010C	105.00
45334	2/16/23	Ruben Orozco	1010C	105.00
45335	2/16/23	Edwin R. Pattison Jr.	1010C	105.00
45336	2/16/23	Carol Petz	1010C	105.00
45337	2/16/23	Plus IT, Inc.	1010C	1,000.00
45338	2/16/23	Ramos Oil Co., Inc.	1010C	1,552.38
45339	2/16/23	Joseph Resendes	1010C	298.32
45340	2/16/23	David Vaz	1010C	105.00
45341	2/16/23	Ricardo Vega	1010C	105.00
45342	2/16/23	Wagner & Bonsignore CCE	1010C	2,281.25
45343	2/16/23	WAVE Engineers, Inc.	1010C	10,880.00
45344	2/16/23	Wells Fargo Financial Leasing	1010C	463.03
45345	2/16/23	Zanjero, Inc.	1010C	590.00
45346	2/17/23	AT & T Mobility	1010C	580.03
45347	2/17/23	Fastenal Company	1010C	574.72
45348	2/17/23	Ilona Ruiz	1010C	93.28
45349	2/17/23	U.S. BANK, NATIONAL ASSOCIATION	1010C	12,018.00
45350	2/21/23	Condor Earth Technologies Inc	1010C	1,691.25
45351	2/21/23	Julia Gavrilenko	1010C	29.44
45352	2/21/23	Surety Mobile Drug Testing	1010C	160.02
45353	2/21/23	TechnoFlo Systems	1010C	350.05
45354	2/21/23	Underground Service Alert / Northern CA	1010C	589.37
45355	2/21/23	Exponent, Inc.	1010C	195.00
45356	2/21/23	Petty Cash	1010C	67.98
45357	2/21/23	Rescue 74 CPR	1010C	975.00
<b>Total</b>				<b>600,788.16</b>

**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Feb 1, 2023 to Feb 28, 2023**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/1/23	02-23-027	Professional Legal Services - Period Ending: January 2023 -		
2/1/23	02-23-027	Curtailments	2,281.25	
2/1/23	02-23-027	Wagner & Bonsignore CCE		2,281.25
2/1/23	02012023	Pacific Gas & Electric Charges Account #4120785230 Irrigation		
2/1/23	02012023	Pump-Walnuts for Service Period 12/21/2022 - 1/20/2023	22.74	
2/1/23	02012023	Pacific Gas & Electric Charges Account #4122301135 Sandhu		
2/1/23	02012023	MP17.59 for Service Period 12/21/2022 - 1/20/2023	34.70	
2/1/23	02012023	Pacific Gas & Electric Charges Account #4120785317 RC Capital		
2/1/23	02012023	MP19.40 for Service Period 12/21/2022 - 1/20/2023	47.31	
2/1/23	02012023	Pacific Gas & Electric Charges Account #4120100230 WO DM C		
2/1/23	02012023	OTL for Service Period 12/21/2022 - 1/20/2023	22.74	
2/1/23	02012023	Pacific Gas & Electric Charges Account #4120785189 AT DM C &		
2/1/23	02012023	Lammers Rd for Service Period 12/21/2022 - 1/20/2023	22.74	
2/1/23	02012023	Pacific Gas & Electric Charges Account #4120785354 Tatla		
2/1/23	02012023	MP19.15 Chrisman Road for Service Period 12/21/2022 -		
2/1/23	02012023	1/20/2023	30.21	
2/1/23	02012023	Pacific Gas & Electric Charges Account #4129023266 Delta		
2/1/23	02012023	Mendota Canal for Service Period 12/21/2022 - 1/20/2023	30.21	
2/1/23	02012023	Pacific Gas & Electric Charges Account #412684479 Pumping		
2/1/23	02012023	Cost for Well on Corral Hollow for Service Period 12/21/2022 -		
2/1/23	02012023	1/20/2023	1,189.67	
2/1/23	02012023	Pacific Gas & Electric 4120		1,400.32
2/1/23	02012023	Admin Tasks: Record Retention	537.50	
2/1/23	02012023	Heather Escarcega		537.50
2/1/23	020123	Communications, Outreach and Public Affairs for February 2023	4,900.00	
2/1/23	020123	Website Services for February 2023	2,100.00	
2/1/23	020123	J-COMM Inc		7,000.00
2/1/23	2023Benefits0698673	ALV01 - Director Health Benefits for the Period of: March 2023	1,683.12	
2/1/23	2023Benefits0698673	ALV01 - Director Dental Benefits for the Period of: March 2023	64.21	
2/1/23	2023Benefits0698673	ALV01 - Director Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	ALV01 - Director Life Benefits for the Period of: March 2023	9.50	
2/1/23	2023Benefits0698673	ALV01 - Director Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	FAR01 - O&M Health Benefits for the Period of: March 2023	1,262.34	
2/1/23	2023Benefits0698673	FAR01 - O&M Health Benefits Liability for the Period of: March	420.78	
2/1/23	2023Benefits0698673	GAV01 - Admin Health Benefits for the Period of: March 2023	801.23	
2/1/23	2023Benefits0698673	GAV01 - Admin Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	GAV01 - Admin Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	GAV01 - Admin Life Benefits for the Period of: March 2023	18.00	
2/1/23	2023Benefits0698673	GAV01 - Admin Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	GIL01 - Admin Health Benefits for the Period of: March 2023	841.56	
2/1/23	2023Benefits0698673	GIL01 - Admin Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	GIL01 - Admin Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	GIL01 - Admin Life Benefits for the Period of: March 2023	53.00	
2/1/23	2023Benefits0698673	GIL01 - Admin Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	KAG01 - Retiree Health Benefits for the Period of: March 2023	1,683.12	
2/1/23	2023Benefits0698673	KAG01 - Retiree Dental Benefits for the Period of: March 2023	64.21	
2/1/23	2023Benefits0698673	KAG01 - Retiree Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	RUI01 - Admin Health Benefits for the Period of: March 2023	801.23	
2/1/23	2023Benefits0698673	RUI01 - Admin Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	RUI01 - Admin Dental Benefits Liability for the Period of: March		
2/1/23	2023Benefits0698673	2023	33.01	
2/1/23	2023Benefits0698673	RUI01 - Admin Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	RUI01 - Admin Life Benefits for the Period of: March 2023	9.44	
2/1/23	2023Benefits0698673	RUI01 - Admin Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	MAG10 - Director Health Benefits for the Period of: March 2023	2,230.13	
2/1/23	2023Benefits0698673	MAG10 - Director Dental Benefits for the Period of: March 2023	106.41	
2/1/23	2023Benefits0698673	MAG10 - Director Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	MAG10 - Director Life Benefits for the Period of: March 2023	7.10	
2/1/23	2023Benefits0698673	MAG10 - Director Employee Assistance Program - March 2023	2.48	

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/1/23	2023Benefits0698673	MAG11 - Director Health Benefits for the Period of: March 2023	841.56	
2/1/23	2023Benefits0698673	MAG11 - Director Dental Benefits for the Period of: March 2023	64.21	
2/1/23	2023Benefits0698673	MAG11 - Director Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	MAG11 - Director Life Benefits for the Period of: March 2023	9.50	
2/1/23	2023Benefits0698673	MAG11 - Director Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	MAR01 - O&M Health Benefits for the Period of: March 2023	2,317.59	
2/1/23	2023Benefits0698673	MAR01 - O&M Health Benefits Liability for the Period of: March 2023	1,047.67	
2/1/23	2023Benefits0698673	MAR01 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	MAR01 - O&M Dental Benefits Liability for the Period of: March 2023	75.21	
2/1/23	2023Benefits0698673	MAR01 - O&M Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	MAR01 - O&M Life Benefits for the Period of: March 2023	37.00	
2/1/23	2023Benefits0698673	MAR01 - O&M Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	MAR02 - O&M Health Benefits for the Period of: March 2023	1,269.91	
2/1/23	2023Benefits0698673	MAR02 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	MAR02 - O&M Dental Benefits Liability for the Period of: March 2023	33.01	
2/1/23	2023Benefits0698673	MAR02 - O&M Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	MAR02 - O&M Life Benefits for the Period of: March 2023	11.52	
2/1/23	2023Benefits0698673	MAR02 - O&M Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	MEH01 - O&M Health Benefits for the Period of: March 2023	1,269.91	
2/1/23	2023Benefits0698673	MEH01 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	MEH01 - O&M Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	MEH01 - O&M Life Benefits for the Period of: March 2023	37.00	
2/1/23	2023Benefits0698673	MEH01 - O&M Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	ORO01 - O&M Health Benefits for the Period of: March 2023	1,514.33	
2/1/23	2023Benefits0698673	ORO01 - O&M Health Benefits Liability for the Period of: March 2023	713.09	
2/1/23	2023Benefits0698673	ORO01 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	ORO01 - O&M Dental Benefits Liability for the Period of: March 2023	75.21	
2/1/23	2023Benefits0698673	ORO01 - O&M Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	ORO01 - O&M Life Benefits for the Period of: March 2023	9.00	
2/1/23	2023Benefits0698673	ORO01 - O&M Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	PAT01 - Admin Health Benefits for the Period of: March 2023	1,535.85	
2/1/23	2023Benefits0698673	PAT01 - Admin Health Benefits Liability for the Period of: March 2023	694.28	
2/1/23	2023Benefits0698673	PAT01 - Admin Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	PAT01 - Admin Dental Benefits Liability for the Period of: March 2023	75.21	
2/1/23	2023Benefits0698673	PAT01 - Admin Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	PAT01 - Admin Vision Benefits for the Period of: March 2023	37.00	
2/1/23	2023Benefits0698673	PAT01 - Admin Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	PER01 - Director Health Benefits for the Period of: March 2023	841.56	
2/1/23	2023Benefits0698673	PER01 - Director Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	PER01 - Director Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	PER01 - Director Life Benefits for the Period of: March 2023	7.10	
2/1/23	2023Benefits0698673	PER01 - Director Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	PET01 - Admin Health Benefits for the Period of: March 2023	1,262.34	
2/1/23	2023Benefits0698673	PET01 - Admin Health Benefits Liability for the Period of: March 2023	420.78	
2/1/23	2023Benefits0698673	PET01 - Admin Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	PET01 - Admin Dental Benefits Liability for the Period of: March 2023	33.01	
2/1/23	2023Benefits0698673	PET01 - Admin Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	PET01 - Admin Life Benefits for the Period of: March 2023	44.18	
2/1/23	2023Benefits0698673	PET01 - Admin Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	RES01 - O&M Health Benefits for the Period of: March 2023	801.23	
2/1/23	2023Benefits0698673	RES01 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	RES01 - O&M Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	RES01 - O&M Life Benefits for the Period of: March 2023	10.00	
2/1/23	2023Benefits0698673	RES01 - O&M Employee Assistance Program - March 2023	2.48	

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/1/23	2023Benefits0698673	CLA01 - O&M Health Benefits for the Period of: March 2023	1,201.85	
2/1/23	2023Benefits0698673	CLA01 - O&M Health Benefits Liability for the Period of: March	400.61	
2/1/23	2023Benefits0698673	CLA01 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	CLA01 - O&M Health Benefits Liability for the Period of: March	33.01	
2/1/23	2023Benefits0698673	CLA01 - O&M Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	CLA01 - O&M Life Benefits for the Period of: March 2023	16.40	
2/1/23	2023Benefits0698673	CLA01 - O&M Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	TUS15 - Director Health Benefits for the Period of: March 2023	1,683.12	
2/1/23	2023Benefits0698673	TUS15 - Director Dental Benefits for the Period of: March 2023	64.21	
2/1/23	2023Benefits0698673	TUS15 - Director Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	TUS15 - Director Life Benefits for the Period of: March 2023	9.50	
2/1/23	2023Benefits0698673	TUS15 - Director Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	VAZ01 - O&M Health Benefits for the Period of: March 2023	1,514.33	
2/1/23	2023Benefits0698673	VAZ01 - O&M Health Benefits Liability for the Period of: March	713.09	
2/1/23	2023Benefits0698673	VAZ01 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	VAZ01 - O&M Dental Benefits Liability for the Period of: March	75.21	
2/1/23	2023Benefits0698673	VAZ01 - O&M Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	VAZ01 - O&M Life Benefits for the Period of: March 2023	18.00	
2/1/23	2023Benefits0698673	VAZ01 - O&M Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	VEG01 - O&M Health Benefits for the Period of: March 2023	1,201.85	
2/1/23	2023Benefits0698673	VEG01 - O&M Health Benefits Liability for the Period of: March	400.61	
2/1/23	2023Benefits0698673	VEG01 - O&M Dental Benefits for the Period of: March 2023	31.20	
2/1/23	2023Benefits0698673	VEG01 - O&M Dental Benefits Liability for the Period of: March	33.01	
2/1/23	2023Benefits0698673	2023	18.56	
2/1/23	2023Benefits0698673	VEG01 - Admin Vision Benefits for the Period of: March 2023	18.56	
2/1/23	2023Benefits0698673	VEG01 - O&M Life Benefits for the Period of: March 2023	14.00	
2/1/23	2023Benefits0698673	VEG01 - O&M Employee Assistance Program - March 2023	2.48	
2/1/23	2023Benefits0698673	Arnaudo - Retiree Health Benefits for the Period of: March 2023	404.70	
2/1/23	2023Benefits0698673	Bedford - Retiree Health Benefits for the Period of: March 2023	809.40	
2/1/23	2023Benefits0698673	Carson - Retiree Health Benefits for the Period of: March 2023	404.70	
2/1/23	2023Benefits0698673	Zahn - Retiree Health Benefits for the Period of: March 2023	404.70	
2/1/23	2023Benefits0698673	Griffith - Retiree Health Benefits for the Period of: March 2023	841.56	
2/1/23	2023Benefits0698673	Kleinert - Retiree Health Benefits for the Period of: March 2023	809.40	
2/1/23	2023Benefits0698673	Kopp - Retiree Health Benefits for the Period of: March 2023	404.70	
2/1/23	2023Benefits0698673	Martinez - Retiree Health Benefits for the Period of: March 2023	809.40	
2/1/23	2023Benefits0698673	Pombo - Retiree Health Benefits for the Period of: March 2023	1,683.12	
2/1/23	2023Benefits0698673	Serpa - Retiree Health Benefits for the Period of: March 2023	841.56	
2/1/23	2023Benefits0698673	Shoemaker - Retiree Health Benefits for the Period of: March 2023	404.70	
2/1/23	2023Benefits0698673	ACWA Joint Powers Insurance Authority		41,207.47
2/1/23	21344	PC/Laptop	199.60	
2/1/23	21344	Plus IT, Inc.		199.60
2/1/23	215TWID0123	PWRPA - ASA Power for the Period of 1/1/2023 - 1/31/2023	13,207.84	
2/1/23	215TWID0123	PWRPA P3 - Funding for the Period of 1/1/2023 - 1/31/2023	376.42	
2/1/23	215TWID0123	PWRPA		13,584.26
2/1/23	29109268	DHQ Refuse Service Provided - 20Y Rolloff on 1/12/2023 - Service		
2/1/23	29109268	address: 7995 Bruns Road, Byron, CA	762.95	
2/1/23	29109268	Tracy Delta Solid Waste Management, Inc		762.95
2/1/23	29109268	Garbage Service WSSA - Service address: 20100 Wicklund,		
2/1/23	29109269	Tracy, CA - February 2023	157.61	
2/1/23	29109269	Tracy Delta Solid Waste Management, Inc		157.61
2/1/23	29109269	Mobile Data plan & Usage for the Period: 1/2/2023 - 2/1/2023		
2/1/23	829215163X02092023	WSSA	182.82	
2/1/23	829215163X02092023	AT & T Mobility		182.82
2/1/23	934722	Unleaded (\$3.522 per gallon)	952.46	
2/1/23	934722	Ramos Oil Co., Inc.		952.46
2/1/23	February 2023	Janitorial Fee For: 2/11/23 & 2/25/23 - WSSA	100.00	
2/1/23	February 2023	Laurina Rocha		100.00
2/2/23	02022023	Adobe Acropro Subscription	19.99	
2/2/23	02022023	Adobe Acropro Subscription	14.99	
2/2/23	02022023	Network Solutions - BSD Monthly Subscription - Website Security	7.99	
2/2/23	02022023	Microsoft	12.50	
2/2/23	02022023	Amazon - LG Smart TV Return		850.98
2/2/23	02022023	Casa Grande _ KG Celebration of Life Catering	300.00	

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/2/23	02022023	Casa Grande - Meeting w/ Mizuno Consulting_ Water Accounting	65.00	
2/2/23	02022023	Amazon - Toner Cartridge	41.55	
2/2/23	02022023	Casa Grande - KG Funeral Lunch	494.88	
2/2/23	02022023	Amazon - Two Oil Change Pump Extractors	69.82	
2/2/23	02022023	Amazon - Computer Webcam	110.00	
2/2/23	02022023	Casa Grande - KG Celebration of Life Catering	3,644.00	
2/2/23	02022023	Amazon - Computer Speaker System	138.65	
2/2/23	02022023	Carbonite Backup - Cloud Subscription for WSSA	83.99	
2/2/23	02022023	Shape, Inc - New Influent Pump #2 for BSD	11,827.00	
2/2/23	02022023	Dell Technologies - OptiPlex Small Form Factor	5,222.19	
2/2/23	02022023	Dell Technologies - PowerEdge Server	10,684.24	
2/2/23	02022023	Amazon - Fastener Folders	33.63	
2/2/23	02022023	Amazon - Heavy Duty Rubber Hip Waders	260.56	
2/2/23	02022023	Amazon - Waterproof Battery Box for PS2	19.44	
2/2/23	02022023	Amazon - Commercial Grade Rubber Boots & Safety Gear	323.63	
2/2/23	02022023	Chase Card Services		32,523.07
2/2/23	4145450641	DHQ Janitorial Supplies	27.73	
2/2/23	4145450641	Weekly Uniform Service for the week ending 2/2/2023	107.79	
2/2/23	4145450641	Cintas Corporation #922		135.52
2/2/23	5522	Project Communications, Tracy Subbasin Quarterly Meeting	737.50	
2/2/23	5522	Zanjero, Inc.		737.50
2/2/23	75148	Fire Extinguisher Training	244.00	
2/2/23	75148	Armor Fire Extinguisher Co.		244.00
2/2/23	75149	Fire Extinguisher Service, First Aid/CPR Refill Supplies	135.45	
2/2/23	75149	Armor Fire Extinguisher Co.		135.45
2/2/23	75150	Fire Extinguisher Annual Maintenance	2,533.56	
2/2/23	75150	Armor Fire Extinguisher Co.		2,533.56
2/3/23	January 2023	Janitorial Fee For: 1/19/23 & 1/20/23 Cleaning	600.00	
2/3/23	January 2023	Rossana Talavera		600.00
		Ricoh Copier Rental (Contract #603-0227169-000; Serial #3129RA00486; Model IM C4500) 2/1/23-2/28/23	463.03	
2/4/23	5023809645	Wells Fargo Financial Leasing		463.03
2/4/23	5023809645	Consulting and/or Professional Services for the period of: January 2023 - LV & Sisk Dam Expansion, North Yuba Water District		
2/5/23	2023-1	Transfer & Misc Support	9,450.00	
2/5/23	2023-1	Mizuno Consulting, Inc.		9,450.00
		Pacific Gas & Electric Charges Account #4159610850-0 - 12/30/22-1/30/23	218.83	
2/6/23	02062023	Pacific Gas & Electric WSSA		218.83
2/6/23	067144	Epoxy Syringe for WSSA Gate	10.81	
2/6/23	067144	Central Valley Motor Parts, Inc.		10.81
2/7/23	00156671-00	Pre-employment Physical, UDS Rapid - DOR01 - 2/6/23	115.00	
2/7/23	00156671-00	Co Occupational Medical Partners		115.00
		Mobile Data plan & Usage for the Period: 2/8/2022 - 3/7/2023; Account #287253183134	580.03	
2/7/23	02072023	AT & T Mobility		580.03
		Mobile Data plan & Usage for the Period: 2/8/2022 - 3/7/2023; Account #287253183134	580.03	
2/7/23	287253183134X021523	AT & T Mobility		580.03
2/7/23	287253183134X021523	WSSA Pump House primer pumps Trash Box repair	187.42	
2/7/23	771458	Kenner Welding Shop		187.42
2/7/23	FEB202314	Installation of Motion Detector	1,020.27	
2/7/23	FEB202314	I Spy Vision		1,020.27
2/8/23	00156832-00	Physical, DOT (DMV) - Vega - 2/7/23	80.00	
2/8/23	00156832-00	Co Occupational Medical Partners		80.00
2/8/23	02082023	The RV Owner LPV, LLC Easement Quitclaim Processing Fee	100.00	
2/8/23	02082023	Bureau of Reclamation, South-Central CA		100.00
2/8/23	3614946	Anchors, Drill Bits Set - WSSA Gates	52.23	
2/8/23	3614946	Home Depot Credit Services		52.23
2/8/23	3614971	Drill Bits Set - WSSA Gates	25.41	
2/8/23	3614971	Home Depot Credit Services		25.41
2/8/23	50079	In-Shop Service New Server Setup	125.00	
2/8/23	50079	Plus IT, Inc.		125.00

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
		Professional Legal Services - Period Ending: 1/27/2023 BBID		
2/8/23	514483	Water Rights Consulting; Project #: 2101802.000 - Curtailments	195.00	
2/8/23	514483	Exponent, Inc.		195.00
2/8/23	934957	Unleaded (\$3.519 per gallon) Clear Diesel (\$3.869 per gallon)	1,552.38	
2/8/23	934957	Ramos Oil Co., Inc.		1,552.38
2/8/23	NNPB000030123	WAPA Power for the Month of January 2023 - Regular	4,376.21	
2/8/23	NNPB000030123	Western Area Power Administration		4,376.21
2/9/23	020923BBID	Prepare GASB 75 actuarial report for FYE 12/31/2022	1,900.00	
2/9/23	020923BBID	MacLeod Watts, Inc.		1,900.00
2/9/23	2938216	Propane Service (Shop/Office)	570.00	
2/9/23	2938216	Campora Propane Service		570.00
2/9/23	2983601	Propane Service - Commercial Bulk for Trap Wagon	564.98	
2/9/23	2983601	Campora Propane Service		564.98
2/9/23	4146147572	DHQ Janitorial Supplies	18.28	
2/9/23	4146147572	Weekly Uniform Service for the week ending 2/9/2023	107.79	
2/9/23	4146147572	Cintas Corporation #922		126.07
2/9/23	49638	In-Shop Service Server Setup, App DC, Domain	500.00	
2/9/23	49638	Plus IT, Inc.		500.00
2/9/23	862758	Welding Cylinders and Supplies	51.82	
2/9/23	862758	California Welding Supply		51.82
2/10/23	000019474777	WSSA Shop Internet Service 1/10/2023 - 2/9/2023	54.24	
2/10/23	000019474777	Acct #9391053473		
2/10/23	000019474777	AT&T		54.24
2/10/23	000019474778	WSSA Internet Service 1/10/2023 - 2/9/2023	112.53	
2/10/23	000019474778	Acct #9391053474		
2/10/23	000019474778	AT&T		112.53
2/10/23	02102023	Screen Protector & Phone Case for the new Water Phone	193.32	
2/10/23	02102023	Joseph Resendes		193.32
2/10/23	067524	Mud Flaps for Unit #50-20	51.40	
2/10/23	067524	Central Valley Motor Parts, Inc.		51.40
2/10/23	2036-A	General Election Fees: 11/8/2022	2.40	
2/10/23	2036-A	Contra Costa County Election Division		2.40
2/10/23	2302-055	Landscape Grounds Maintenance for the period of: February 2023	1,050.00	
2/10/23	2302-055	Creative Outdoor Environments, Inc.		1,050.00
2/10/23	CATRC79259	Trubolts for Canal Gates - WSSA	574.72	
2/10/23	CATRC79259	Fastenal Company		574.72
2/13/23	50268	In-Shop Service Added Users/admin Shared data folders	125.00	
2/13/23	50268	Plus IT, Inc.		125.00
2/14/23	50316	Remote Service New Server Setup	250.00	
2/14/23	50316	Plus IT, Inc.		250.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	CLA01 Jan-Mar 2023	January - March 2023	105.00	
2/14/23	CLA01 Jan-Mar 2023	Natividad Clark		105.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	DOR01 Jan-Mar 2023	February - March 2023	70.00	
2/14/23	DOR01 Jan-Mar 2023	Connor Dorais		70.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	FAR01 Jan-Mar 2023	January - March 2023	105.00	
2/14/23	FAR01 Jan-Mar 2023	Bobby Farmer		105.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	GAV01 Jan-Mar 2023	January - March 2023	105.00	
2/14/23	GAV01 Jan-Mar 2023	Julia Gavrilenko		105.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	MAR02 Jan-Mar 2023	January - March 2023	105.00	
2/14/23	MAR02 Jan-Mar 2023	Richard Martinez		105.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	MEH01 Jan-Mar 2023	January - March 2023	105.00	
2/14/23	MEH01 Jan-Mar 2023	Robert Scott Mehring		105.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	ORO01 Jan-Mar 2023	January - March 2023	105.00	
2/14/23	ORO01 Jan-Mar 2023	Ruben Orozco		105.00
		Reimbursement of Business Use of Personal Cell Phone for:		
2/14/23	PAT01 Jan-Mar 2023	January - March 2023	105.00	



Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/14/23	PAT01 Jan-Mar 2023	Edwin R. Pattison Jr. Reimbursement of Business Use of Personal Cell Phone for: January - March 2023	105.00	105.00
2/14/23	PET01 Jan-Mar 2023	Carol Petz Reimbursement of Business Use of Personal Cell Phone for: January - March 2023	105.00	105.00
2/14/23	RES01 Jan-Mar 2023	Joseph Resendes Reimbursement of Business Use of Personal Cell Phone for: January - March 2023	105.00	105.00
2/14/23	RUI01 Jan-Mar 2023	Ilona Ruiz Reimbursement of Business Use of Personal Cell Phone for: January - March 2023	105.00	105.00
2/14/23	VAZ01 Jan-Mar 2023	David Vaz Reimbursement of Business Use of Personal Cell Phone for: January - March 2023	105.00	105.00
2/14/23	VEG01 Jan-Mar 2023	Ricardo Vega Monthly Pest Control Service at BBID: 2/15/2023	76.00	76.00
2/15/23	13600163	McCauley Ag Services Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 - General On Call Engineering Services (Project #20134- 001)	11,775.00	
2/15/23	20134-001-46	Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 - WSID Culvert CM (Project #20134-008)	1,933.62	
2/15/23	20134-001-46	Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 - WSSA Capital Improvements Plan (Project 20134-009)	183.75	
2/15/23	20134-001-46	Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 - PS1N Retrofit Project (Project #20134-011)	352.50	
2/15/23	20134-001-46	Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 - PS 2 Discharge Pipe Replacement Project (Project #20134-012)	8,674.18	
2/15/23	20134-001-46	Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 - AWMP (Project #20134-013)	9,903.75	
2/15/23	20134-001-46	Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 R-Line Replacement Project (Project #20134-014)	675.00	
2/15/23	20134-001-46	Engineering and/or Professional Services for the period of 1/1/23 - 1/31/23 - Development Connection Services & Coordination (Project 20134-015)	12,585.00	
2/15/23	20134-001-46	Hazen & Sawyer Engineering and/or Professional Services for the period of 1/24/2023 - 2/8/2023 - PS 2 Discharge Pipe Replacement Project	1,691.25	46,082.80
2/15/23	88727	Condor Earth Technologies Inc		1,691.25
2/16/23	2098	Random DOT Urine Collection: VAZ01	160.02	
2/16/23	2098	Surety Mobile Drug Testing		160.02
2/16/23	27937	Pump Maintenance, Supplies & Expenses at MP 15.10; 1378 Corral Hollow - check 10 hp SCT, replace panel, check Ops	3,292.42	
2/16/23	27937	Don Pedro Pump		3,292.42
2/16/23	4146853791	DHQ Janitorial Supplies	42.97	
2/16/23	4146853791	Weekly Uniform Service for the week ending 2/16/2023	109.48	
2/16/23	4146853791	Cintas Corporation #922		152.45
2/16/23	X63074	Scanning Division of Water Rights Letter	668.00	
2/16/23	X63074	Array		668.00
2/17/23	02172023	CPR/First Aid Training Snacks/Refreshments	93.28	
2/17/23	02172023	Ilona Ruiz Pacific Gas & Electric Charges Account #9158717444-1 - 1/19/23- 2/16/23	91.45	93.28
2/17/23	02172023	Pacific Gas & Electric WSSA		91.45
2/17/23	1145	Employees CPR/AED & First Aid Training Course	975.00	
2/17/23	1145	Rescue 74 CPR		975.00
2/17/23	2023175539	2023 Membership and 2022 Tickets Fees for WSSA	589.37	
2/17/23	2023175539	Underground Service Alert / Northern CA		589.37
2/17/23	33184637	Monthly Service Charge for DHQ Landlines (Account #412466572)	647.52	
2/17/23	33184637	Lingo		647.52
2/17/23	38943	Meter Sensors	350.05	

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/17/23	38943	TechnoFlo Systems		350.05
2/17/23	935218	Unleaded (\$3.568 per gallon)	1,284.26	
2/17/23	935218	Ramos Oil Co., Inc.		1,284.26
2/17/23	EO&M000030323	FY2024 CVP O&M Program 6th Billing	12,018.00	
2/17/23	EO&M000030323	Acct: 786048000-CVP O&M Escrow		
2/17/23	EO&M000030323	U.S. BANK, NATIONAL ASSOCIATION		12,018.00
2/18/23	8003353386	Shred It Service Dates: 1/17/2023, 1/31/2023, and 2/14/2023	392.91	
2/18/23	8003353386	Stericycle, Inc.		392.91
2/21/23	02212023	02/21/2023 Board Meeting	29.44	
2/21/23	02212023	Julia Gavrilenko		29.44
2/21/23	02212023	File and record a Notary oath of office at CCC Recorder's Office	29.00	
2/21/23	02212023	Vegetables for Juicing (\$408 Wellness Grant)	38.98	
2/21/23	02212023	Petty Cash		67.98
2/21/23	02222023	Admin Tasks: Record Retention	762.50	
2/21/23	02222023	Heather Escarcega		762.50
2/21/23	068464	Coolant & Battery Terminal Quick Connect Ends	70.85	
2/21/23	068464	Central Valley Motor Parts, Inc.		70.85
2/21/23	50325	On-site Support - 2/21/23	687.50	
2/21/23	50325	Plus IT, Inc.		687.50
2/21/23	71216730	Utility Services for WSSA	126.06	
2/21/23	71216730	Account #2004100 - 5023784		
2/21/23	71216730	City of Tracy		126.06
2/22/23	00158235	Resp. Eval & Pulmonary Function Test - Dorais - 2/21/23	70.00	
2/22/23	00158235	Co Occupational Medical Partners		70.00
2/22/23	23USB175539	California State Fee for Regulatory Costs (685 Tickets) - WSSA	415.10	
2/22/23	23USB175539	Underground Services Alert of NorCA & NV		415.10
		Pump Maintenance, Supplies & Expenses at MP 15.10; 29290		
		Corral Hollow - check 500hp soft start at DWT, replaced 800amp		
2/22/23	27982	breaker & run system	4,433.57	
2/22/23	27982	Don Pedro Pump		4,433.57
2/22/23	935473	Unleaded (\$3.568 per gallon)	856.18	
2/22/23	935473	Ramos Oil Co., Inc.		856.18
2/23/23	068653	Battery Terminal Quick Connect Ends	5.08	
2/23/23	068653	Central Valley Motor Parts, Inc.		5.08
2/23/23	10471	54' Pump Repair, Installation & Troubleshooting for PS 1N	63,524.29	
2/23/23	10471	Mechanical Analysis/Repair, Inc.		63,524.29
		Pitney Bowes Postage Meter Rental for Period 12/30/2022 -		
2/23/23	3105967130	3/29/2023	186.11	
2/23/23	3105967130	Account #0016822231		
2/23/23	3105967130	Pitney Bowes Global Financial Svcs, LLC		186.11
2/23/23	4147541745	DHQ Janitorial Supplies	18.28	
2/23/23	4147541745	Weekly Uniform Service for the week ending 2/23/2023	108.69	
2/23/23	4147541745	Cintas Corporation #922		126.97
2/24/23	169629	Brake repairs - Unit #21-17	865.88	
2/24/23	169629	Dornoch Inc.		865.88
2/24/23	1903744741	Boots - Martinez Sr., Martinez Jr., Mehring, and Resendes	653.46	
2/24/23	1903744741	Cintas Corporation #922		653.46
2/24/23	216372474-001	Telescopic Boom Lift Rental - Communication Tower Maintenance	2,955.44	
2/24/23	216372474-001	United Rentals (North America), Inc.		2,955.44
2/24/23	23003-01	Canal Bank Repair - WSSA along Bethany Rd.	18,968.25	
2/24/23	23003-01	Arnaudo Construction, Inc.		18,968.25
2/24/23	Application #3	PS 2 Discharge Pipe Replacement Project	82,810.80	
2/24/23	Application #3	Arnaudo Construction, Inc.		82,810.80
2/26/23	02262023	Internet Service for the period 3/6/23 - 4/5/23	125.45	
2/26/23	02262023	Account #8155 60 053 0156887		
2/26/23	02262023	Comcast		125.45
2/26/23	10440271 022623	Bottled Water Deliveries on 2/3/23 & 2/17/23	307.86	
2/26/23	10440271 022623	Bottle Water Deliveries for WSSA	11.75	
2/26/23	10440271 022623	Alhambra Water Service		319.61
2/27/23	02272023	Apple.com - iTunes Cloud Backup Subscription	0.99	
2/27/23	02272023	Casa Grande - Lunch w/ Consultants & Engineers	88.98	
2/27/23	02272023	Central Valley Community Bank		89.97

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/27/23	33209109	Monthly Service Charge for 490 Hoffman Line (Account #412466573)	133.65	
2/27/23	33209109	Lingo		133.65
2/28/23	02282023	Pacific Gas & Electric Charges Account #4120785230 Irrigation Pump-Walnuts for Service Period 1/23/2023 - 2/21/2023		17.72
2/28/23	02282023	Pacific Gas & Electric Charges Account #4122301135 Sandhu MP17.59 for Service Period 1/23/2023 - 2/21/2023	31.68	
2/28/23	02282023	Pacific Gas & Electric Charges Account #4120785317 RC Capital MP19.40 for Service Period 1/23/2023 - 2/21/2023	43.00	
2/28/23	02282023	Pacific Gas & Electric Charges Account #4120100230 WO DM C OTL for Service Period 1/23/2023 - 2/21/2023		6.86
2/28/23	02282023	Pacific Gas & Electric Charges Account #4120785189 AT DM C & Lammers Rd for Service Period 1/23/2023 - 2/21/2023		17.72
2/28/23	02282023	Pacific Gas & Electric Charges Account #4123236877 Delta Mendota CNL N/S for Service Period 12/21/2022 - 2/21/2023	5.02	
2/28/23	02282023	Pacific Gas & Electric Charges Account #4120785354 Tatla MP19.15 Chrisman Road for Service Period 1/23/2023 - 2/21/2023	27.47	
2/28/23	02282023	Pacific Gas & Electric Charges Account #4129023266 Delta Mendota Canal for Service Period 1/23/2023 - 2/21/2023		10.92
2/28/23	02282023	Pacific Gas & Electric Charges Account #412684479 Pumping Cost for Well on Corral Hollow for Service Period 1/23/2023 - 2/21/2023	1,634.90	
2/28/23	02282023	Pacific Gas & Electric 4120		1,688.85
2/28/23	189390	Welding Cylinders and Supplies	196.00	
2/28/23	189390	California Welding Supply		196.00
2/28/23	2023-025-01	Jobs Classification & Compensation	6,343.75	
2/28/23	2023-025-01	David J. Andres		6,343.75
2/28/23	33072525-1	Monthly Service Charge for 490 Hoffman Line (Account #412466573). The 1st payment was applied to the wrong account# 412466572.	127.87	
2/28/23	33072525-1	Lingo		127.87
2/28/23	50574033	Professional Services regarding City of Fresno, et al. v. US - Services through January 31, 2023	3,607.00	
2/28/23	50574033	Foley & Lardner LLP		3,607.00
2/28/23	5613	Initial Review of Materials from SWRCB	442.50	
2/28/23	5613	Zanjero, Inc.		442.50
2/28/23	82165885	Realquest Geographic Package for Month of: February 2023	297.00	
2/28/23	82165885	CoreLogic Solutions, LLC		297.00
2/28/23	88868	Engineering and/or Professional Services for the period of 2/9/2023 - 2/23/2023 - PS 2 Discharge Pipe Replacement Project	1,170.75	
2/28/23	88868	Condor Earth Technologies Inc		1,170.75
2/28/23	NNPB000030223R	Restoration on WAPA Power for the Month of February 2023	1,181.90	
2/28/23	NNPB000030223R	Western Area Power Administration		1,181.90
			<b>394,672.21</b>	<b>394,672.21</b>



# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON, GENERAL MANAGER

DATE: MARCH 28, 2023

SUBJECT: CONTRACT FOR TEMPORARY WATER SERVICE BETWEEN THE UNITED STATES AND BYRON BETHANY IRRIGATION DISTRICT

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## **RECOMMENDATION**

Consider signatory authorization for General Manager to execute contract for temporary water service between the United States Bureau of Reclamation (USBR or Bureau) and the Byron Bethany Irrigation District (BBID or District).

## **DISCUSSION**

Because of the extended wet winter hydrology the State of California is experiencing this year, the Bureau projects that not only will San Luis Reservoir fill but that additional water will likely be available to Central Valley Project customers in the form of temporary water. Temporary water is defined by the Bureau Contracting Officer as water available during certain periods of time if and only if it can be made available. If temporary water is made available, BBID will be required to submit a written schedule by month showing the quantity and time for delivery. Temporary water cannot be stored in any federal facility.

## **FISCAL IMPACT**

Submission of a temporary water delivery schedule triggers the requirement to make an advance payment to USBR for the quantity of temporary water scheduled. Temporary water scheduled but not used by BBID will not trigger a refund of the advance payment. Therefore, prudence dictates that care must be exercised in submitting the temporary water schedule.

Temporary water rates are \$26.05 for irrigation water and \$17.49 for M&I water. The standard irrigation water rate is \$35.81 and \$33.96 for M&I water. Use of temporary water could make

additional water available for irrigation and/or water transfers.

**ATTACHMENTS**

Resolution granting signatory authorization for General Manager to execute contract for temporary water service between USBR and BBID

Contract for Temporary Water Service Between the United States Bureau of Reclamation and the Byron Bethany Irrigation District

**RESOLUTION NO. 2022-8**

**WHEREAS**, the United States Department of The Interior Board, Bureau of Reclamation (BOR), submitted to BYRON-BETHANY IRRIGATION DISTRICT (District) Contract No. 23-WC-20-6087 entitled "CONTRACT FOR TEMPORARY WATER SERVICE BETWEEN THE UNITED STATES AND BYRON-BETHANY IRRIGATION DISTRICT" (Contract); and

**WHEREAS**, under the Contract if BOR declares availability of Temporary Water the District has the option to purchase up to 50,000 acre feet of Temporary Water from BOR, and use it for irrigation and/or municipal and industrial purposes within the District's CVP area; and

**WHEREAS**, under the Contract the District has the right to purchase available Temporary Water until February 29, 2024.

**BE IT RESOLVED**, the Board hereby orders the following: The District's Board of Directors authorizes the General Manager to sign the Contract.

**PASSED, APPROVED, AND ADOPTED** at a Regular Board Meeting of the BYRON-BETHANY IRRIGATION DISTRICT, Board of Directors on 28 March 2023 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

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Mr. Timothy Maggiore, President

**Secretary's Certification**

I, Ilona Ruiz, District Secretary of the Board of Directors of the Byron-Bethany Irrigation District, do hereby certify that the foregoing Resolution is a true and correct copy entered into the Minutes of the Regular Meeting of 29 March 2022, at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

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Ilona Ruiz, District Secretary

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Delta Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE  
BETWEEN THE UNITED STATES  
AND  
BYRON-BETHANY IRRIGATION DISTRICT

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1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Delta Division, Central Valley Project, California

5 CONTRACT FOR TEMPORARY WATER SERVICE  
6 BETWEEN THE UNITED STATES  
7 AND  
BYRON-BETHANY IRRIGATION DISTRICT

8 THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
9 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
10 supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended  
11 and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
12 October 12, 1982 (96 Stat. 1263), and October 30, 1992 (106 Stat. 4600), all collectively  
13 hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF  
14 AMERICA, hereinafter referred to as the United States, and BYRON-BETHANY IRRIGATION  
15 DISTRICT, hereinafter referred to as the Contractor;

16 WITNESSETH, That:

17 EXPLANATORY RECITALS

18 (a) The United States has constructed and is operating the Central Valley Project,  
19 California (Project) for the purposes, among others, of furnishing water for irrigation, municipal,  
20 domestic, mitigation, protection, and restoration of fish and wildlife, and other beneficial uses;  
21 and

22 (b) There may be periods of time during the Year in which the Contracting Officer  
23 determines that Temporary Water may be made available from the Delta Division Project

facilities; and

(c) Pursuant to Section 215 of the Act of October 12, 1982 (96 Stat. 1263), neither the ownership limitations of this Act nor the ownership limitations of any other provision of Federal Reclamation law shall apply to lands which receive Temporary Water pursuant to this Contract; and

(d) The Contractor is willing to contract with the United States pursuant to terms and conditions of this Contract to obtain a supply of Temporary Water from said Project facilities; and

(e) A Categorical Exclusion Checklist for this Contract was signed on January 10, 2023, in accordance with the National Environmental Policy Act;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties mutually agree as follows:

#### DEFINITIONS

1. When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

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

(b) “Charges” shall mean the payments required by Federal Reclamation law in addition to the Rates specified in this Contract, as determined annually by the Contracting Officer pursuant to this Contract;

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

(d) “Contractor’s Service Area” shall mean the area to which the Contractor is permitted to provide Temporary Water under this Contract as depicted in Exhibit A attached hereto, which may be modified upon the mutual written agreement of the parties hereto without amendment of this Contract;

(e) “Irrigation Water” shall mean Temporary Water used to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;

(f) “Municipal and Industrial Water” or “M&I Water” shall mean Temporary Water used for municipal, industrial, and miscellaneous other purposes not falling under the definition of “Irrigation Water” or within another category of water use under an applicable Federal authority;

(g) “Operation and Maintenance” or “O&M” shall mean normal and reasonable care, control, operation, repair, replacement (other than capital replacement), and maintenance of Project facilities;

(h) “Operating Non-Federal Entity” shall mean the San Luis & Delta-Mendota Water Authority, its successors or assigns, which has the obligation to operate and maintain Project facilities in the Delta Division pursuant to a separate agreement with the United States and which may have funding obligations with respect thereto;

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

(j) “Rates” shall mean the payments determined annually by the Contracting Officer in accordance with the then-current applicable water ratesetting policies for the Project;

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

(l) “Temporary Water” shall mean a supply of water made, not to exceed one year, possible during the Year as a result of an unusually large water supply not otherwise storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short duration;

(m) “Temporary Water Delivered” shall mean Temporary Water made available for use by the Contractor at the point(s) of delivery approved by the Contracting Officer, shown on Exhibit A, which may be changed by mutual agreement of the parties hereto without requiring amendment to this Contract;

(n) “Temporary Water Scheduled” shall mean Temporary Water to be made available to the Contractor for which times and quantities for delivery have been established by the Contractor and Contracting Officer pursuant to Article 4 of this Contract; and

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

#### TERM OF CONTRACT

2. This Contract shall become effective on the date first hereinabove written and shall remain in effect through February 29, 2024. This Contract shall not be extended or renewed and no provision of this Contract shall be construed in any way as a basis for the Contractor to establish any priority or right to a Project water supply or to obligate the United States to enter into any other contract.

#### WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

3. (a) It is understood and agreed that because of its uncertainty as to availability and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made available, as determined by the Contracting Officer. The Contracting Officer shall notify the

Contractor of the time period(s) during which Temporary Water can be made available under this Contract. Following such notice by the Contracting Officer, consistent with all applicable State water rights, permits, and licenses; Federal law; and subject to the terms and conditions hereinafter stated, the United States shall make available for delivery to the Contractor within the Contractor's Service Area a maximum of 50,000 acre-feet of Temporary Water for Irrigation and Municipal and Industrial (M&I) purposes; *Provided, that* the maximum quantity of Temporary Water provided herein may be increased upon the written mutual agreement of the Parties and without requiring amendment to this Contract. Temporary Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

(b) Deliveries of Temporary Water shall be terminated when the Contracting Officer determines that Temporary Water is no longer available.

(c) The Contracting Officer's notification of the availability and subsequent non-availability of Temporary Water may be made either orally or in writing on 24 hours' or less notice.

(d) Delivery and use of the Temporary Water shall be in accordance with all applicable Federal, State and local laws, rules and regulations and Reclamation policy.

(e) The Contractor shall make reasonable and beneficial use of all Temporary Water furnished pursuant to this Contract.

#### TIME FOR DELIVERY OF WATER

4. The Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this

Contract: Provided, That the Contractor shall not schedule Temporary Water in excess of the quantity that the Contractor intends to put to beneficial use within the Contractor's Service Area, unless approved pursuant to subdivision (c) of Article 5 of this Contract. Said delivery schedule and any revisions thereof shall be submitted at such times as determined by the Contracting Officer and shall be subject to the approval of the Contracting Officer.

POINTS OF DELIVERY – RESPONSIBILITY  
FOR DISTRIBUTION OF WATER

5. (a) All Temporary Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contracting Officer either directly or indirectly through its written agreement(s) with the Operating Non-Federal Entity, unless undertaken by the Contractor with the consent of the Contracting Officer, at the point or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the appropriate Operating Non-Federal Entity, the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall make a final determination of the quantity delivered for that period of time. The Contracting Officer shall consult with Contractor and the Operating Non-Federal Entity prior to making said determination.

(b) Temporary Water Delivered pursuant to this Contract shall only be used by the Contractor on lands situated within the Contractor's Service Area depicted on Exhibit A; Provided, That Temporary Water Delivered pursuant to this Contract shall not be transferred, exchanged, or banked for other water supplies without the written approval of the Contracting

Officer prior to the transfer, exchange, or banking and no transfers, exchanges or banking shall be approved absent all appropriate environmental documentation, including but not limited to documents prepared pursuant to the National Environmental Policy Act and the Endangered Species Act.

(c) The Contractor shall be responsible for the control, carriage, handling, use, disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. The Contractor agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any duties of the United States required under this Contract, regardless of who performs those duties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.

WATER MEASUREMENT WITHIN CONTRACTOR’S SERVICE AREA

6. (a) The Contractor shall ensure that all Temporary Water Delivered for irrigation purposes within the Contractor’s Service Area is measured at each agricultural turnout and that all Temporary Water Delivered for M&I purposes is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring

methods to ensure its proper management of the Temporary Water and to bill water users for deliveries of such water by the Contractor. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law.

(b) The Contractor shall inform the Contracting Officer and the Operating Non-Federal Entity on or before the 20<sup>th</sup> calendar day of each month of the quantity of Irrigation Water and M&I Water taken during the preceding month

#### PAYMENTS AND ADJUSTMENTS

7. (a) At the time the Contractor submits a delivery schedule, or any revision thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates set forth in Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall not be delivered to the Contractor prior to receipt of such advance payment. Temporary Water Scheduled by and Delivered to the Contractor by the United States but subsequently not used by the Contractor shall be considered as having been accepted by the Contractor and no refund shall be made by the United States to the Contractor for such unused Temporary Water: *Provided, That* the Contractor is not required to initially schedule the maximum amount of water specified in subdivision (a) of Article 3 of this Contract.

(b) In addition to payment of the Rates in subdivision (b) of this Article, the Contractor shall pay all Charges for Temporary Water Delivered before the end of the month following the month of delivery at the charge set forth in Exhibit B. On or before September 15, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following



Calendar Year, and such Charges shall replace the Charges in Exhibit B. All Charges due shall be based on the quantities of Irrigation Water and M&I Water shown in the United States' Monthly Water Statement (MWS) for the subject month. The MWS shall be regarded by the Contractor as a bill for the payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment of Charges shall be accomplished through the adjustment of Charges due to the United States in the next month.

(c) Within 60 days of the expiration of this Contract, any payment made by the Contractor in excess of the total amount due to the United States pursuant to this Contract shall, at the option of the Contractor, be refunded by the United States to the Contractor or credited against other obligations due to the United States by the Contractor. With respect to overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone having, or claiming to have by or through the Contractor, the right to the use of any of the Temporary Water supply provided for herein.

(d) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

#### RETURN FLOWS

8. The United States reserves the right to all seepage and return flow water derived from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area: Provided, That this shall not be construed as claiming for the United States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

9. (a) The O&M of certain Project facilities which serve the Contractor, and responsibility for funding the costs of such O&M, have been transferred to the Operating Non-Federal Entity by separate agreement between the United States and the Operating Non-Federal Entity.

(b) The Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or such successor determines, sets, or establishes for the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity. Such direct payments to the Operating Non-Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of the Project Rates and Charges, except to the extent the Operating Non-Federal Entity or such successor collects payments on behalf of the United States.

(c) For so long as the O&M of any Project facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for water delivered under this Contract representing the cost associated with the activity being performed by the Operating Non-Federal Entity or its successor.

(d) In the event the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity, or any successor thereto, is re-assumed by the United States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the Contractor a revised Exhibit B which shall include the portion of the

Rates to be paid by the Contractor for the water under this Contract representing the O&M costs of the Project facilities which have been re-assumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates and Charges specified in the revised Exhibit B directly to the United States in compliance with Article 7 of this Contract.

#### OPINIONS AND DETERMINATIONS

10. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

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

#### CHARGES FOR DELINQUENT PAYMENTS

11. (a) The Contractor shall be subject to interest, administrative, and penalty

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

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

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

#### GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

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

(b) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Friant Division project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

#### NOTICES

13. (a) Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, South-Central California Area Office, 1243 N Street, Fresno, California 93721-1813, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors of the Contractor, 7995 Bruns Road Byron, CA 94514. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

(b) At such time as the Contractor provides information to the Contracting Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided to the Operating Non-Federal Entity.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

BOOKS, RECORDS, AND REPORTS

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

(b) Nothing in this Article 15 shall be construed to limit or constrain the ability of the Contracting Officer to conduct contract compliance reviews of this Contract in

accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised  
September 29, 2014, as may be further revised, amended, modified, or superseded.

PROTECTION OF WATER AND AIR QUALITY

18. (a) The United States does not warrant the quality of the water delivered to  
the Contractor and is under no obligation to furnish or construct water treatment facilities to  
maintain or improve the quality of water delivered to the Contractor.

(b) The Contractor will comply with all applicable water and air pollution  
laws and regulations of the United States and the State of California; and will obtain all required  
permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
delivery of water by the Contractor; and will be responsible for compliance with all Federal,  
State, and local water quality standards applicable to surface and subsurface drainage and/or  
discharges generated through the use of Federal or Contractor facilities or project water provided  
by the Contractor within its Project Water Service Area.

(c) This article will not affect or alter any legal obligations of the Secretary to  
provide drainage or other discharge services.

EQUAL EMPLOYMENT OPPORTUNITY  
(Federal Construction)

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

During the performance of this contract, the Contractor agrees as follows:

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

(b) The Contractor will, in all solicitations or advancements for employees  
placed by or on behalf of the Contractor, state that all qualified applicants will receive  
consideration for employment without regard to race, color, religion, sex, sexual orientation,  
gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

20. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES

21. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom,



disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

CONTRACT DRAFTING CONSIDERATIONS

23. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 10 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

464 the day and year first above written.

465 UNITED STATES OF AMERICA

Area Manager,  
South-Central California Area Office  
Bureau of Reclamation

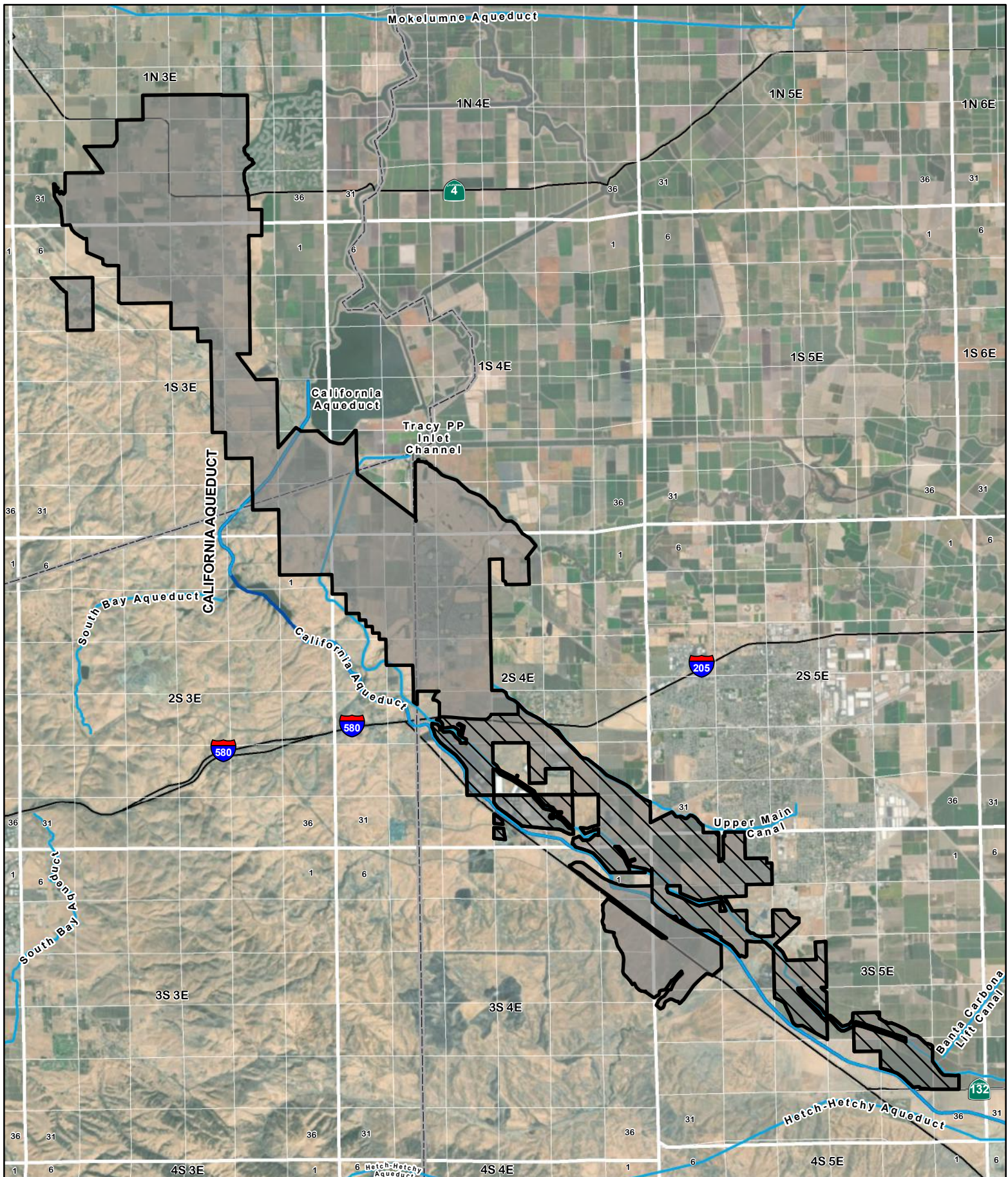
471 BYRON-BETHANY IRRIGATION DISTRICT



\_\_\_\_\_  
President, Board of Directors

473 (SEAL)

474 Attest:

476 Secretary, Board of Directors



-  District Boundary
-  Contractor's Service Area

## Byron Bethany Irrigation District

Contract No. 23-WC-20-6087  
EXHIBIT B

**RECLAMATION**  
*Managing Water in the West*

Date: 3/12/2019  
File Name: N:\Districts\Contracts\byron\_bethany\byron\_bethany\_20190312.mxd

0 2.5 5 Miles



214-202-855



**EXHIBIT B**

**Contract Year 2023**

**Section 215 Water**

**CVP-DMC Contractor - Byron-Bethany Irrigation District**

**Rates and Charges (Per Acre-Foot)**

	<b>Irrigation Water</b>	<b>M&amp;I/Other Water</b>
<b>COST-OF-SERVICE (COS) RATES</b>		
Capital Components		
Conveyance	\$ 2.36	\$ 1.22
Direct Pumping - Jones Pumping	\$ 0.92	\$ 0.75
O&M Components		
Water Marketing *	\$ 22.77	\$ 15.52
<b>TOTAL COS RATE</b>	<b>\$ 26.05</b>	<b>\$ 17.49</b>
<b>Charges and Assessments</b> ( <i>Payments in addition to Rates</i> )		
<b>P.L. 102-575 Surcharges</b>		
Restoration Fund Surcharge	\$ 12.02	\$ 24.05
<b>P.L. 106-377 Assessment</b>		
Trinity Public Utilities District	\$ 0.15	\$ 0.15
<b>Total Charges and Assessments</b>	<b>\$ 12.17</b>	<b>\$ 24.20</b>
<b>Total Per Acre-Foot</b>	<b>\$ 38.22</b>	<b>\$ 41.69</b>

**EXPLANATORY NOTES**

**\*Subject to Regional Director's authority, the minimum 215 water marketing charges can be \$9.70 and \$9.78 for irrigation and M&I respectively.**

**Additional details of the rate components are available on the Internet at**

<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>



## BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

---

TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON, GENERAL MANAGER

DATE: MARCH 28, 2023

SUBJECT: FORD F550 TRUCK AND EQUIPMENT TRAILER AUTHORIZATION

---

### **RECOMMENDATION**

Staff recommends the Board of Directors consider authorizing the General Manager to purchase a 2023 Ford F-550 Truck and Equipment Trailer to assist staff in carrying out its mission of operating, maintaining, and repairing facilities.

### **DISCUSSION**

Byron Bethany Irrigation District (BBID or District) staff performs a wide array of work using heavy equipment to support Operations & Maintenance (O&M) and capital improvements for replacement and enhancement of canals, ditches, and pipelines. To carry out this mission, District staff requires the ability to transport heavy equipment to the work site. In the past, District staff utilized a tractor/trailer rig to transport the equipment, however the tractor/trailer rig was not in compliance with California Air Resources Board new air quality emission standards. Therefore, the tractor/trailer rig and a dump truck were sold via auction last fall for \$48,000.

In lieu of replacing the non-compliant tractor/trailer rig with a new tractor/trailer rig that was budgeted in 2022, staff is recommending the purchase of a smaller, more versatile, less costly truck, a Ford F-550, along with an equipment trailer, to haul the heavy equipment. The F-550 and trailer combination represents a significant savings compared to the purchase of a new tractor/trailer rig and does not require a Class A license.

**FISCAL IMPACT**

The adopted 2023 Capital Improvement budget contains sufficient funds to purchase the F-550 and equipment trailer to replace the tractor/trailer rig sold in fall 2022 for \$48,000. The 2022 budget contained a line item to purchase a new tractor/trailer rig for a quote of \$168,750. Staff's recommendation to purchase the F-550 (\$79,030.60 quote), plus the equipment trailer (\$49,195 quote), for a total expense of \$128,225.60, represents a savings of \$56,314.40 less than the new tractor/trailer rig purchase quote of \$168,750.

**ATTACHMENTS**

Ford F-550 quotation

Equipment trailer quotation



**Preview Order M124 - F5H 4x4 Reg Chas Cab DRW : Order Summary** Time of Preview: 01/24/2023  
 14:06:48 Receipt: 1/24/2023

**Dealership Name :** Tracy Ford

**Sales Code :** F72463

<b>Dealer Rep.</b>	MARCO PONCE
<b>Customer Name</b>	X Byron-Bethany Irrig

<b>Type</b>	Retail
<b>Priority Code</b>	10

<b>Vehicle Line</b>	Superduty
<b>Model Year</b>	2023

<b>Order Code</b>	M124
<b>Price Level</b>	320

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F550 4X4 CHASSIS CAB DRW/145	\$54675	\$51942	4.30 RATIO LIMITED SLIP AXLE	\$395	\$360
145 INCH WHEELBASE	\$0	\$0	PAYLOAD PLUS PACKAGE UPGRADE	\$1155	\$1051
OXFORD WHITE	\$0	\$0	CV LOT MANAGEMENT	\$0	\$10
40/20/40 CLOTH SEAT	\$0	\$0	19500# GVWR PACKAGE	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
PREFERRED EQUIPMENT PKG.663A	\$0	\$0	HIGH CAPACITY TRAILER TOW PKG	\$580	\$528
.XLT TRIM	\$0	\$0	POLISHED FORGED ALUM 19.5" WHL	\$1095	\$997
.AM/FM STEREO MP3/CLK	\$0	\$0	350 AMP ALTERNATOR	\$0	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	\$9096	FUEL CHARGE	\$0	\$191.60
10-SPEED AUTO TORQSHIFT	\$0	\$0	PRICED DORA	\$0	\$0
225/70R19.5G BSW ALL POSITION	\$0	\$0	DESTINATION & DELIVERY	\$1895	\$1895
			<b>MSRP</b>	<b>INVOICE</b>	
TOTAL BASE AND OPTIONS			\$69790	\$66070.60	
DISCOUNTS			NA	NA	
TOTAL			\$69790	\$66070.60	

**This is not an invoice.**





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(HTTPS://WWW.TIKTOK.COM/@THETRAILERSPECIALIST\_T=8VFHJ6RA2PL&\_R=1)

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## NEW 2023 Diamond C Trailers FMAX216L40X102MR 102X40' 40K GVW GN Equipment Trailer [Go Back](#)

itemID=3397892&year=2023&model=FMAX216L40X102MR&stock=D67095&itemStock=D67095&trailerStock=D67095&productInquiry=D67095&trailerName=12023-diamond-c-trailers-fmax216l40x102mr-102x40-40k-gvw-gn-equipment-trailer-1Wp0%257CDUd.html&imageLocation=https%3A%2F%2F

[Print Unit Info \(https://dashboard.trailercentral.com/print-unit-info.html?id=3397892\)](https://dashboard.trailercentral.com/print-unit-info.html?id=3397892)



### Item Location

**THE TRAILER SPECIALIST INC.**  
trailersales@thetrailerspecialist.com  
24155 N HWY 99  
ACAMPO, CA, 95220  
**209-774-9907 Click to Call**  
(tel:+12097749907)

Stock No: D67095

Our Price: **\$49,195.00**

VIN: 46UFU4026P1267095  
Condition: new  
Year: 2023  
Manufacturer: Diamond C Trailers  
Model: FMAX216L40X102MR  
Floor Length: 40' or 480.00"  
Width: 8' 6" or 102.00"  
Weight: 10730 lbs  
GVWR: **40000 lbs**  
Payload Capacity: **29270 lbs**  
Color: Tan

### REQUEST MORE INFO

NEW 2023 Diamond C Trailers  
FMAX216L40X102MR 102X40' 40K GVW GN  
Equipment Trailer

Please  
our rep  
informa



Have a question? Text us  
here!

First Name

Last Name\*

Preferred Contact\*

Phone

Text us!

(https://dealer-cdn.com/VEpml/kR7MKO/NEW\_2023\_Diamond\_C\_Trailers\_FMAX216L40X102MR\_102X40\_40K\_GVW\_GN\_Equipment\_Trailer\_6DMTEOq3s4cz.jpg)







### NEW 2023 Diamond C Trailers FMAX216L40X102MR 102X40' 40K GVW GN Equipment Trailer!

30,000-40,000 lb GVWR and up to 1,800 pounds lighter curb weight than the competition. Need we say more? #DOWORK

#### 102" X 40' Gooseneck equipment trailer

**Empty Weight: 10,730 LBS**

**GVW: 40,000 LBS**

#### Upgraded Features:

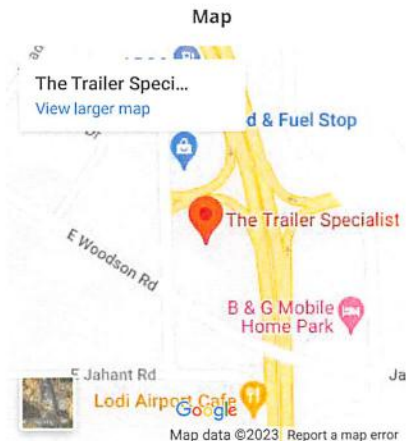
Jack: dual 12k hydraulic jacks with group 27 battery  
Storage: full width chain rack, welded  
Slide track: with 1 welded ratchet (passenger side)  
Spare: ST215/75R17.5 dual, 16 PLY 8/275MM radial black  
Zigzag floor screws  
6 pcs: 4" slide ratchet  
Color: desert tan

#### Standard Features:

Frame Size: L40X102  
Axle: 2- 16K elec/hyd disc brakes  
Suspension: heavy duty adjustable suspension  
60" spread axle-HD adjustable suspension  
Frame: eng. beam w/3" I-beam XM on 16" centers  
Sway control pipe: standard  
Coupler: 40k square, 3" ball  
Neck: 12" engineered neck  
Spare mount: cable winch  
Floor: 2" oak floor  
Dovetail: 60" self cleaning dove with MAX ramps  
Winch mounting tray  
Tires: ST215/75R17.5 dual, 16 PLY 8/275MM radial black  
Lights: All LED

#### Financing Available!

While we always strive for complete accuracy, please confirm specifications with one of our sales reps.



(<https://www.google.com/maps?q=24155%20N%20HWY%2099%2C%20ACAMPO%2C%20CA%2095220>)

Email Address	<input type="text"/>
Zip Code	<input type="text"/>
Phone Number*	<input type="text"/>
Comments	<input type="text"/>
Submit	

#### Payment Calculator

Purchase Amount	<input type="text" value="49195.00"/>
Down Payment	<input type="text" value="0"/>
Amount Financed	<input type="text" value="49195.00"/>
A.P.R.	<input type="text" value="6.500%"/>
Term	<input type="text" value="12 Months (1 Year)"/>

#### Estimated Monthly Payment:

Calculate

Interest rates vary by person and trailer. All payments are estimates. Tax, title and any other fees are extra.

## Other Recommendations



# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

---

TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD  
FROM: EDWIN PATTISON, GENERAL MANAGER  
DATE: MARCH 28, 2023  
SUBJECT: APPOINTMENT OF NEGOTIATORS FOR POTENTIAL WATER  
SALE/TRANSFER OF EXPECTED SURPLUS WATER

---

## RECOMMENDATION

Appoint General Manager, Consultant Frances Mizuno, and General Counsel as negotiators for a potential out-of-district water transfer.

## DISCUSSION

Water Code section 22259 authorizes the board of an irrigation district to "enter into a contract for the lease or sale of any surplus water or use of surplus water not then necessary for use within the district, for use either within or without the district," if the board deems it to be "for the best interest of the district." Once the surplus determination is made by the irrigation district board, that district is not obligated to sell the surplus water; instead, the decision to sell the surplus water remains within the board's discretion. (See *Bull Field, LLC v. Merced Irrigation Dist.* (2022) 85 Cal.App.5th 442, 444 [no mandatory statutory obligation to sell surplus water under Water Code section 22259].) Government Code section 54956.8 authorizes the legislative body of a local agency, including an irrigation district, to hold a closed session with its negotiator(s) prior to purchasing, selling, exchanging, or leasing any real property by or for the agency. However, the legislative body must initially appoint in open session the negotiator(s) of the real property, as well as identify the real property, and the party with whom the negotiator is expected to negotiate (if known).

The General Manager expects the District's available water supply for water year 2023 will exceed the demands of the District's customers for water year 2023, creating an available surplus of water to offer for sale. In the event such expected surplus water supply occurs, the District will seek to sell/transfer all, or a portion of, the surplus water supply to a willing buyer(s). In

anticipation of the expected surplus water supply for 2023 and a resulting potential water sale/transfer, the District must first appoint a negotiator(s), who will negotiate the terms and conditions of a potential sale/transfer because the surplus water subject to such sale is the District's real property. The other party to the potential sale/transfer of the expected surplus water supply is not currently known.

### **BACKGROUND**

The District holds various contracts with the United States Bureau of Reclamation (USBR), entitling it to receive up to certain quantities of water from the Central Valley Project (CVP) for certain uses, such as irrigation (or agricultural). Given the precipitation from December 2022 to date, the USBR issued a CVP allocation of 35% for agriculture and 75% for municipal, with the expectation that due to continuing wet hydrology of increasing the CVP allocation to 50% and above for agriculture and 100% for municipal. Based on the current allocation of 35%, the District will have water available for sale/transfer to a willing buyer(s).

### **FISCAL IMPACT**

If the District's projected available water supply and water demands are such that a surplus of water exists for water year 2023, the District's sale of that water will result in revenue to the District. Both the quantity of available water and the price per-acre-foot price for the water are currently not known but regardless, a sale of water will generate revenue for the District.

### **ATTACHMENTS**

None.



# J Comm, Inc.

## SUMMARY REPORT

### Byron-Bethany Irrigation District

February 2023

#### PROJECT: Manage BBID Website

- Updated Board section of website with new photos
- Performed site maintenance and updates

Project Status: Ongoing

#### PROJECT: News & Social Media

- Managed BBID Twitter & Facebook pages
- Monitored social media accounts of water districts and media outlets

Project Status: Ongoing

#### PROJECT: BBID Legacy document

- Reviewed project outline; met with team to discuss planned project approach

Project Status: In Progress

#### PROJECT: BBID Recruitment

- Prepared draft of one-page cover letter and began design

Project Status: In Progress



# J Comm, Inc.

PROJECT: ACWA Conference & Committee Meetings

- Attend Monday Morning Lobby Group, Agricultural Committee, and Communications Committee meetings as needed

Project Status: Ongoing

Report Submitted by: Nick Janes

Date: 3/1/23

📞 630.915.6493

✉️ [nick@jcomminc.com](mailto:nick@jcomminc.com)

📍 3031 Stanford Ranch Rd.  
Ste. 2, #218  
Rocklin, CA, 95765

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