



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

BOARD MEETING

Wednesday, April 19, 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

## AGENDA

### Regular Meeting of the Board of Directors

#### In Person Meeting

April 19, 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 Board 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 March 28, 2023.
2. Accept Treasurer's Reports and Reconciliations for the month of March 2023.
3. Approve Check Registers for the month of March 2023.

4. Approve Amendment to Grant of Easement and Easement Agreement Between GKG Mountain House Apartments, LLC, and Byron Bethany Irrigation District.

**V. DISCUSSION/ACTION CALENDAR**

5. Adopt Revised 2023 Water Rates and Operation & Maintenance Charges.
6. Adopt 2023 Wholesale Municipal & Industrial Water Rates for:
  - a. Raw Water Service Area 1; and
  - b. Raw Water Service Area 2.

**VI. CLOSED SESSION**

7. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (one case) under Government Code section 54956.9, subsection (d)(1): *In re California Water Curtailment Cases*, Santa Clara County Superior Court, Case No. 2015-1-CV-285182 (JCCP 4838)

**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, March 28, 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 10:01 a.m.**

### ADOPTION OF THE AGENDA

(M/S/C Alvarez/Tuso), 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 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.

Director Tuso mentioned his Division number was incorrect on the February 21, 2023 Minute Summary, General Manager, Ed Pattison explained that we would get that corrected.

### Adopt Consent Calendar

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



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.

(M/S/C Alvarez/Sandhu), Alvarez, M. Maggiore, Sandhu, T. Maggiore, Pereira, Petrovich and Tusó; Absent:0)  
Adopt Resolution 2023-8

#### ***DISCUSSION/ACTION CALENDAR***

5. Discussion/action to consider purchase of F550 and Equipment Trailer.

Ed Pattison, General Manager, summarized District staff purchase and need for the new truck and equipment trailer to replace the previous equipment sold through auction that was out of compliance of the new California Air Resources Board emission standards.

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.

Given the wet hydrologic year type, the United States Bureau of Reclamation is increasing its allocation a second time this year to correlate with the new snow course information that shows the 2022-2023 winter as one of the wettest on record. Frances Mizuno, Consultant, updated the Board of Directors on the new Central Valley Project Service Area 80% agricultural allocation 100% allocation for Municipal & Industrial. Ms. Mizuno indicated that as the spring snowmelt continues there is an expectation that the agricultural allocation could increase to 100%. The BBID CVP service area water demand is estimated at 5,000 acre feet. General Manager Ed Pattison highlighted the two CVP WIIN Act contracts as well as Warren Act contracts that BBID owns. Given the wet year type, BBID will have CVP water for the first time in several years (previous two years were critical water year types with 0% allocation) to meet its CVP grower agricultural water demands. Additionally, BBID may have additional CVP water available to meet other CVP water demands outside of the BBID service area and recommended the Board appoint Ed Pattison, General Manager, Frances Mizuno, Consultant, and Mike Vergera, Counsel, as negotiators for a potential water transfer.

(M/S/C Tusó/Alvarez), Alvarez, M. Maggiore, Sandhu, T. Maggiore, Pereira, Petrovich and Tusó; Absent:0)  
**Appointment of Ed Pattison, General Manager, Frances Mizuno, Consultant, and Mike Vergera, Counsel, as Negotiators for Potential Water Sale**

#### ***CLOSED SESSION 10:40 a.m.***

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

#### ***OPEN SESSION 11:10 a.m.***

#### ***REPORTS / DIRECTOR COMMENTS***

Jeremy Borchardt, District Engineer provided the Board of Directors a brief summary on the progress on Pump Station 2. Due to extremely wet weather conditions that hampered project progress, Arnaudo Construction hired a subcontractor to provide a lime treatment to mitigate wet soil conditions. Subgrade soils were compaction tested after the lime treatment to confirm proper compaction. The project is anticipated to be complete by April 15, 2023, to meet downstream water delivery demands.

**ADJOURNMENT 12:10 p.m.**

Submitted on April 6, 2023

Approved on April 19, 2023

/s/ Ilona Ruiz  
Ms. Ilona Ruiz, Board Secretary

/s/ Timothy Maggiore  
Mr. Timothy Maggiore, President

**ATTENDANCE**

**Directors Present:**

Charles Tusó	Division V
Mark Maggiore	Division II
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  
Jeremy Borchardt, Hazen & Sawyer  
Frances Mizuno, Consulting  
Ilona Ruiz, Board Secretary

BYRON BETHANY IRRIGATION DISTRICT  
Treasurer's Monthly Report of Investments as of March 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%	0.100%	0.100%	0.100%	4.57%	2.07%	2.07%	1.00%		
Maturity					05/26/26			04/30/29		
Portfolio	3.86%	2.26%	48.11%	0.00%	18.84%	7.65%	18.46%	0.79%		100.00%
Beginning Balance	\$1,026,448.87	\$ 600,001.00	\$ 13,627,076.89	\$0.00	\$5,000,000.00	\$2,033,478.52	\$4,913,000.00	\$205,594.66	\$200.00	\$27,405,799.94
Activity	\$0.00	(\$1,396,804.60)	(\$1,049,807.25)	(\$174,238.09)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,620,849.94)
Deposits	\$174.36	\$1,396,803.60	\$212,383.00	\$174,238.09	\$8,856.56	\$0.00	\$0.00	\$4,984.50	\$0.00	\$1,797,440.11
<b>CLOSING BALANCE</b>	<b>\$1,026,623.23</b>	<b>\$600,000.00</b>	<b>\$12,789,652.64</b>	<b>\$0.00</b>	<b>\$5,008,856.56</b>	<b>\$2,033,478.52</b>	<b>\$4,913,000.00</b>	<b>\$210,579.16</b>	<b>\$200.00</b>	<b>\$26,582,390.11</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>\$26,582,390.11</b>
<b>(Less) Designated Reserves</b>										<b>(\$12,537,335.16)</b>
<b>UNDESIGNATED RESERVES</b>										<b>\$14,045,054.95</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>										

2/15/23

## Byron-Bethany ID Portfolio

Issuer	Type	Price	CPN	AMOUNT	YIELD	Cash Flow	MAT.	Cusip#	Settle	CALL
Fairfield County Bank	CD	\$100.000	4.650%	\$250,000	4.65%	\$ 8,718.75	11/3/2023	30425PAY4	2/3/2023	N/A
FED HOME LOAN BANK	AG	\$100.883	4.875%	\$500,000	4.20%	\$ 24,375.00	6/14/2024	3130ATVC8	1/27/2023	N/A
FED FARM CREDIT BANK	AG	\$100.394	4.875%	\$250,000	4.60%	\$ 12,187.50	8/21/2024	3133EPBF1	2/21/2023	N/A
Farmers Insurance Gp CU	CD	\$100.000	5.000%	\$245,000	5.00%	\$ 12,250.00	8/26/2024	30960QAN7	2/24/2023	N/A
FARMER MAC	AG	\$100.475	4.84%	\$500,000	4.59%	\$ 24,200.00	1/24/2025	31422XV33	1/31/2023	NC1YQTR
FED FARM CREDIT BANK	AG	\$99.525	4.125%	\$500,000	4.30%	\$ 20,625.00	12/12/2025	3133ENK82	1/31/2023	NC9moAM
FREDDIE MAC	AG	\$100.484	4.80%	\$500,000	4.63%	\$ 24,000.00	1/30/2026	3134GYFB3	1/30/2023	NC1Y1X
FED HOME LOAN BANK	AG	\$99.000	4.00%	\$255,000	4.30%	\$ 10,200.00	9/8/2026	3130ASZS1	2/9/2023	NC9moQT
First United B&T	CD	\$100.000	4.00%	\$249,000	4.00%	\$ 9,960.00	2/8/2027	33742CCS4	2/8/2023	N/A
Pacific Western Bank	CD	\$100.000	4.80%	\$244,000	4.80%	\$ 11,712.00	2/22/2027	69506YWC9	2/21/2023	NC1YQTR
FED HOME LOAN BANK	AG	\$100.584	5.05%	\$500,000	4.91%	\$ 25,250.00	10/27/2027	3130AUPV0	1/30/2023	NC9MAN
MS Private Bank	CD	\$100.000	4.40%	\$244,000	4.40%	\$ 10,736.00	1/21/2028	61768UCE5	1/30/2023	NC1YS/A
Austin Telco FCU	CD	\$100.000	4.75%	\$249,000	4.75%	\$ 11,827.50	1/27/2028	052392CN5	1/27/2023	N/A
First Technology FCU	CD	\$100.000	5.00%	\$248,000	5.00%	\$ 12,400.00	2/3/2028	33715LEL0	2/3/2023	NC1YQTR
MS Bank NA	CD	\$100.000	4.65%	\$244,000	4.65%	\$ 11,346.00	2/18/2028	61773TSD6	2/21/2023	NC1YS/A
<b>Total &amp; Average</b>			<b>4.67%</b>	<b>\$4,978,000</b>	<b>4.57%</b>	<b>\$ 229,787.75</b>	<b>3.12 YRS</b>			



Investment	Avg Yield	Yr 1- Cash Flow	Maturity	Amount	Percentage
\$4,978,000	4.57%	\$229,788	2023	\$250,000	5%
Asset Type	Percent		2024	\$995,000	20%
US Agency	60%		2025	\$1,000,000	20%
CDs	40%		2026	\$755,000	15%
			2027	\$993,000	20%
			2028	\$985,000	20%
			WAM	3.12 YRS	100%



Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the Three Months Ending March 31, 2023

	Current Month Actual	Year to Date Actual	Year to Date Budget
Revenues			
CVPSA Allocation Exceedance	\$ 32,136.00	\$ 85,902.00	\$ 100,000.00
Construction Water	0.00	1,000.00	20,000.00
Mountain House Water	28,429.29	122,249.10	850,000.00
Tracy Hills Water Sales	0.00	0.00	100,000.00
BOR AG	0.00	0.00	90,000.00
CVPIA Restoration (M&I)	1,346.80	3,511.30	10,000.00
CVPIA Restoration (Ag)	0.00	0.00	15,000.00
SLDMWA O&M	733.04	1,911.14	37,000.00
BBID Pump In Charge	2,600.00	4,550.00	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)	2,399.05	4,547.12	27,000.00
USBR Trinity PUD Assessment	16.80	43.80	0.00
West Side Ag Service Area WSSA	0.00	1,274.00	1,000,000.00
Gas Tax Refund	0.00	2,643.05	2,643.05
Debt Recovery	1,400.00	3,650.00	5,000.00
Administration Costs - Fees	1,181.55	1,231.55	500.00
Easement Detachment Fees	0.00	4,900.00	0.00
Interest on Bank Accounts	10,767.58	20,437.32	290,000.00
Stand-by Revenue	0.00	83,711.12	83,601.84
WSSA Stand-by Revenue	0.00	140,093.50	138,871.25
CVPSA Ag O&M Charge	0.00	42,641.13	42,920.83
CVPSA M & I O&M Charge	109,677.93	219,549.27	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	0.00	321,264.77	5,000,000.00
San Joaquin 47101 Zn3 Prop Tax	0.00	1,876.93	45,000.00
Reimburse SLDMWA Assess	804.16	2,096.56	50,000.00
PG&E Power(CVPSA)Reimbursed	0.00	0.00	75,000.00
O&M Labor Recovery	8,515.00	24,533.00	50,000.00
O & M Materials Recovery	101.84	11,928.84	11,827.00
Drainage Fees WSSA	0.00	55,305.25	55,305.25
Admin Labor Recovery	1,320.00	2,640.00	11,880.00
Reimburse Director's Benefit	363.11	363.11	22,000.00
Rental Unit	605.00	1,815.00	7,260.00
Agricultural Leases	12,675.00	12,675.00	10,000.00
Other Income	133.88	133.88	0.00
Total Revenues	215,206.03	1,190,930.83	10,219,420.27
Cost of Sales			
Total Cost of Sales	0.00	0.00	0.00
Gross Profit	215,206.03	1,190,930.83	10,219,420.27

Expenses

	Current Month	Year to Date	Year to Date
	Actual	Actual	Budget
SLDMWA O&M	41,403.18	41,403.18	0.00
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	10,268.02	10,268.02	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	50,000.00	50,000.00	100,000.00
Pump/Motor Maintenance	0.00	0.00	10,000.00
Pump/Motor Maintenance (CVPSA)	0.00	7,725.99	2,500.00
Pump/Motor Maintenance (RWSA1)	0.00	0.00	2,500.00
Pump Motor Maintenance WSSA	384.09	571.51	5,000.00
Pump/Motor Lube	0.00	0.00	1,500.00
SCADA/Telemetry-Auto Control	1,692.50	1,736.85	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	13,414.80	26,622.64	445,000.00
PWRPA P3	382.32	758.74	15,000.00
PG&E Power	2,986.36	4,685.65	110,000.00
PG&E Power (CVPSA)	0.00	3,084.15	150,000.00
PG&E Power WSSA	256.25	794.65	5,000.00
Emergency Generators	0.00	0.00	25,000.00
WAPA Power	17,088.56	40,253.53	320,000.00
WAPA Restoration	1,181.90	3,545.70	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	4,712.50	9,132.50	35,100.00
O&M Labor Full Time	90,562.93	166,167.25	1,103,024.00
O&M Other Compensation	12,513.74	50,495.78	178,601.69
O&M Health Insurance	14,132.34	37,576.68	307,589.40
O&M Dental Insurance	280.80	780.00	5,616.00
O&M Vision Insurance	167.04	464.00	3,340.80
O&M Retirement (PERS)	268,677.58	286,460.75	400,000.00
O&M Worker's Comp	0.00	8,444.31	35,000.00
O&M Medicare	1,645.00	3,379.59	19,705.31
O&M Social Security	6,769.70	14,122.13	82,080.99
O&M Life Insurance	173.00	471.46	5,082.48
O&M Longevity	692.34	1,615.46	6,600.00
O&M Pesticide	138.45	323.05	1,800.00
O&M Overtime	4,826.25	5,339.25	115,000.00
O&M - Employee Assist Program	46.90	125.56	416.64
Canal Maintenance	0.00	4,521.76	15,000.00
Station Maintenance	2,343.68	2,343.68	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	8,141.95	20,086.11	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	6,018.02	6,018.02	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)	0.00	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	1,723.62	8,201.16	19,000.00
Communications WSSA	480.95	1,428.43	6,000.00
Small Tools & Equipment	712.46	782.28	10,000.00
Building Maintenance	0.00	(850.98)	9,000.00
Building Maintenance WSSA	0.00	0.00	1,000.00
Grounds Maintenance	1,050.00	3,150.00	18,000.00
Fire System	863.46	863.46	9,000.00
Security System	177.00	1,332.27	6,500.00
HVAC Service Supplies	0.00	0.00	5,000.00
Janitorial Services/Supply	1,662.61	3,377.13	18,500.00
Pest Management	156.00	388.00	1,800.00
Janitorial Serv/Supply WSSA	0.00	200.00	1,500.00
Uniforms/Clothing Allowance	1,267.79	3,447.28	8,500.00
Shop Supplies	366.69	566.84	6,500.00
Welding Shop & Supplies	217.00	681.82	5,000.00
Meter Shop	0.00	0.00	1,000.00
Vehicle Maintenance	7,052.23	14,893.10	30,000.00
Equipment Maint.	700.00	919.20	20,000.00
Fuel/Lube/Oil/Tires	5,373.99	13,289.23	125,000.00
MileageReimbursement	0.00	59.80	1,100.00
Waste Oil Disposal	95.00	95.00	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	0.00	564.98	4,000.00
Aquatic Weed Control	61,654.65	61,654.65	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	6,163.28	6,513.33	7,000.00
Flow Meter Repairs(CVPSA)	0.00	0.00	1,000.00
Safety Supplies/Equipment	4,652.38	7,321.39	10,000.00
Worker Safety Training	138.90	1,451.18	4,500.00
Physical Exams	0.00	785.02	3,000.00
Engineering	39,567.50	66,162.50	215,000.00
GSA Implementation	(757.34)	9,213.38	25,000.00
O&M Continuing Education	258.01	258.01	1,500.00
Permits/Licenses(CVPSA)	0.00	0.00	1,000.00
Propane Facilities	0.00	660.00	3,000.00
Refuse/Disposal	0.00	762.95	4,000.00
Bottled Water Service	154.50	711.21	4,500.00
General Manager	25,875.12	60,490.15	258,750.00
Admin Support Staff	24,337.67	49,640.03	251,804.80
Admin Part Time	462.50	1,762.50	4,500.00
Admin Other Compensation	4,984.02	30,232.70	51,176.87
Admin Health Insurance	5,242.21	13,950.00	83,977.56
Admin Dental Insurance	156.00	405.60	1,872.00
Admin Vision Insurance	92.80	241.28	1,113.60
Admin Retirement (PERS)	51,998.62	65,241.50	300,000.00
Admin Worker's Comp	0.00	694.41	5,000.00

	Current Month	Year to Date	Year to Date
	Actual	Actual	Budget
Senior Administrative Analyst	0.00	0.00	108,925.00
Admin Social Security	3,437.22	8,752.43	38,537.95
Admin Medicare	803.85	2,046.93	9,012.91
Admin Life Insurance	160.18	389.26	2,177.52
Admin Longevity	242.34	565.46	2,100.00
Admin Employee Relations	0.00	0.00	400.00
State Unemployment Insurance	138.76	1,611.82	2,500.00
FUTA Tax	55.51	644.72	900.00
Office Supplies	1,308.42	1,443.41	7,000.00
Payroll Services	624.14	1,756.59	7,000.00
Postage	37.80	537.80	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	281.49	838.82	4,500.00
DHQ Telephone	1,236.02	9,183.80	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	34.72	208.32
Admin-Employee Assist Program	12.40	32.34	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	1,098.94	2,962.44	12,500.00
Pension Fund - 401A	0.00	0.00	12,937.50
Retiree's Health Insurance	9,583.83	28,751.49	115,000.00
State Emp. Training Tax	9.25	107.47	150.00
Director's Fees/ Expenses	171.75	15,921.65	23,000.00
Director's Benefits	10,556.41	23,688.17	114,252.00
District Officials'	1,206.67	1,360.65	20,000.00
Legal Services	150,602.21	362,993.67	800,000.00
CVPSA - Legal	1,253.00	28,758.23	200,000.00
Auditing	0.00	0.00	45,000.00
Actuarial Services	0.00	6,300.00	8,800.00
Election	0.00	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	0.00	940.10	65,000.00
Permits, Dues & Subs WSSA	0.00	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	107,492.94	107,492.94	216,234.40
Hardware/Software	2,621.88	7,721.57	25,000.00
Hardware/Software WSSA	437.50	521.49	1,000.00
Public Outreach	4,900.00	14,700.00	60,000.00
Website	2,100.00	6,300.00	25,400.00
State/Federal Representation	10,000.00	10,160.00	150,000.00
HR Consulting	0.00	6,343.75	10,000.00
Total Expenses	1,118,164.73	1,999,427.37	8,201,888.04
Net Income	(\$ 902,958.70)	(\$ 808,496.54)	\$ 2,017,532.23



Byron-Bethany Irrigation District  
Balance Sheet  
March 31, 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		1,026,623.23
OVCB Muni		592,035.24
Liquidity Plus		12,789,652.64
Comerica		210,579.16
Investments		5,000,000.00
Petty Cash		200.00
Petty Cash - WSSA		100.00
Accts Receivable		191,024.06
Accts Receivable - Other		20,094.76
Prepaid Insurance		10,199.10
Total Current Assets		26,786,986.71
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		5,719,376.73
Total Property and Equipment		42,474,988.24
Other Assets		
Total Other Assets		0.00
Total Assets	\$	69,261,974.95

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	571,828.00
Health Insurance Payable		1,814.55
Deferred Comp - Payable		12,600.00
Accrued Vacation		96,389.58
Dental Insurance Payable		(242.28)
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  
March 31, 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	
Total Current Liabilities		5,121,133.73
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	
Total Long-Term Liabilities		8,802,000.01
Total Liabilities		13,923,133.74
Capital		
Retained Earnings	44,083,002.59	
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	
RWSAInfrastructure 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	(808,496.54)	
Total Capital		55,338,841.21
Total Liabilities & Capital		\$ 69,261,974.95

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Mar 31, 2023**  
**1010A - CVCB Muni**  
**Bank Statement Date: March 31, 2023**

Filter Criteria includes: Report is printed in Detail Format.

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Beginning GL Balance	1,026,448.87
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	174.36
Ending GL Balance	1,026,623.23
Ending Bank Balance	1,026,623.23
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	1,026,623.23



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)



**Fraud Education** - CVCB takes fraud prevention very seriously. Your personal information is the key to your financial and online identity. We are dedicated to offering information and tips to help protect our clients and the first step in protecting yourself from fraud is to learn about other various schemes and methods that fraudsters use to obtain your personal information. For more information, visit <https://www.cvcb.com/fraud-education>.

**Summary of Accounts**

Account Type	Account Number	Ending Balance
MUNI CHECKING	XXXXXXXXXXXX	\$1,026,623.23

**MUNI CHECKING-XXXXXXXXXXXX****Account Summary**

Date	Description	Amount
03/01/2023	Beginning Balance	\$1,026,448.87
	1 Credit(s) This Period	\$174.36
	0 Debit(s) This Period	\$0.00
03/31/2023	Ending Balance	\$1,026,623.23

**Interest Summary**

Description	Amount
Interest Earned From 03/01/2023 Through 03/31/2023	
Annual Percentage Yield Earned	0.20%
Interest Days	31
Interest Earned	\$174.36
Interest Paid This Period	\$174.36
Interest Paid Year-to-Date	\$511.74
Minimum Balance	\$1,026,448.87
Average Ledger Balance	\$1,026,448.87



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Mar 31, 2023**  
**1010C - OVCB Muni**  
**Bank Statement Date: March 31, 2023**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance				491,291.67
Add: Cash Receipts				342,202.91
Less: Cash Disbursements				(445,229.02)
Add (Less) Other				203,769.68
Ending GL Balance				592,035.24
Ending Bank Balance				600,000.00
Add back deposits in transit				
Total deposits in transit				
(Less) outstanding checks				
	Feb 16, 2023	45318	(195.00)	
	Feb 17, 2023	45346	(580.03)	
	Mar 3, 2023	45369	(70.00)	
	Mar 7, 2023	45391	(522.00)	
	Mar 8, 2023	45412	(150.00)	
	Mar 13, 2023	45419	(95.00)	
	Mar 13, 2023	45452	(6,352.73)	
Total outstanding checks				(7,964.76)
Add (Less) Other				
Total other				
Unreconciled difference				0.00
Ending GL Balance				592,035.24



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: 3/31/23  
PAGE: 1 OF 4

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	3/01/23	600,001.00	
Deposits / Misc Credits	22	1,396,803.60	
Withdrawals / Misc Debits	120	1,396,804.60	
** Ending Balance	3/31/23	600,000.00	**
Service Charge		.00	

Enclosures 99

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
3/01	55,095.72		Trnsfr from Checking Acct Ending in 0095
3/02	55,534.86		Trnsfr from Checking Acct Ending in 0095
3/03	2,148.07		MARIPOSA ENERGY,/DGCPMT
3/03	18,763.21		Trnsfr from Checking Acct Ending in 0095
3/06	4,531.30		Trnsfr from Checking Acct Ending in 0095
3/07	139,822.50		DEPOSIT
3/09	29,751.66		Trnsfr from Checking Acct Ending in 0095
3/10	217,063.85		Trnsfr from Checking Acct Ending in 0095
3/14	47,296.42		DEPOSIT
3/14	8,369.30		Trnsfr from Checking Acct Ending in 0095
3/15	211,482.54		Trnsfr from Checking Acct Ending in 0095
3/16	179,207.95		Trnsfr from Checking Acct Ending in 0095
3/17	30,525.24		Trnsfr from Checking Acct Ending in 0095
3/20	2,399.05		MARIPOSA ENERGY,/DGCPMT
3/20	36,873.68		Trnsfr from Checking Acct Ending in 0095
3/21	2,728.51		Trnsfr from Checking Acct Ending in 0095
3/22	88,226.29		DEPOSIT
3/23	615.61		Trnsfr from Checking Acct Ending in 0095
3/27	920.56		Trnsfr from Checking Acct Ending in 0095
3/30	144,663.45		Trnsfr from Checking Acct Ending in 0095
3/31	67,104.02		DEPOSIT
3/31	53,679.81		Trnsfr from Checking Acct Ending in 0095

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Mar 31, 2023**  
**1010D - Liquidity Plus**  
**Bank Statement Date: March 31, 2023**

Filter Criteria includes: Report is printed in Detail Format.

---

Beginning GL Balance	13,627,076.89
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(837,424.25)</u>
Ending GL Balance	<u>12,789,652.64</u>
Ending Bank Balance	12,789,652.64
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>12,789,652.64</u>



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: 3/31/23  
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	3/01/23	13,627,076.89	
Deposits / Misc Credits	3	212,383.00	
Withdrawals / Misc Debits	16	1,049,807.25	
** Ending Balance	3/31/23	12,789,652.64	**
Service Charge		.00	
Interest Paid Thru	3/31/23	5,608.72	
Interest Paid Year To Date		14,941.08	
Minimum Balance		12,784,043	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
3/07	130,025.18		Trnsfr from Checking Acct Ending in 0060
3/22	76,749.10		Trnsfr from Checking Acct Ending in 0060
3/31	5,608.72		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
3/01		55,095.72	Trnsfr to Checking Acct Ending in 0060
3/02		55,534.86	Trnsfr to Checking Acct Ending in 0060
3/03		18,763.21	Trnsfr to Checking Acct Ending in 0060
3/06		4,531.30	Trnsfr to Checking Acct Ending in 0060
3/09		29,751.66	Trnsfr to Checking Acct Ending in 0060
3/10		217,063.85	Trnsfr to Checking Acct Ending in 0060
3/14		8,369.30	Trnsfr to Checking Acct Ending in 0060
3/15		211,482.54	Trnsfr to Checking Acct Ending in 0060
3/16		179,207.95	Trnsfr to Checking Acct Ending in 0060
3/17		30,525.24	Trnsfr to Checking Acct Ending in 0060
3/20		36,873.68	Trnsfr to Checking Acct Ending in 0060
3/21		2,728.51	Trnsfr to Checking Acct Ending in 0060
3/23		615.61	Trnsfr to Checking Acct Ending in 0060
3/27		920.56	Trnsfr to Checking Acct Ending in 0060
3/30		144,663.45	Trnsfr to Checking Acct Ending in 0060



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Mar 31, 2023**  
**1011A - OVCB Payroll**  
**Bank Statement Date: March 31, 2023**

Filter Criteria includes: Report is printed in Detail Format.

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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: 3/31/23  
PAGE: 1 OF 2

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	3/01/23	.00	
Deposits / Misc Credits	7	174,238.09	
Withdrawals / Misc Debits	10	174,238.09	
** Ending Balance	3/31/23	.00	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
3/02	43,106.61		Trnsfr from Checking Acct Ending in 0060
3/03	19,361.81		Trnsfr from Checking Acct Ending in 0060
3/16	35,535.68		Trnsfr from Checking Acct Ending in 0060
3/17	17,161.90		Trnsfr from Checking Acct Ending in 0060
3/20	60.64		Trnsfr from Checking Acct Ending in 0060
3/30	40,143.82		Trnsfr from Checking Acct Ending in 0060
3/31	18,867.63		Trnsfr from Checking Acct Ending in 0060

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
3/02		43,106.61	PAYCHEX/PAYROLL
3/03		215.60	PAYCHEX EIB/INVOICE
3/03		19,146.21	PAYCHEX TPS/TAXES
3/16		35,535.68	PAYCHEX-RCX/PAYROLL
3/17		170.50	PAYCHEX EIB/INVOICE
3/17		16,991.40	PAYCHEX TPS/TAXES
3/20		60.64	PAYCHEX-OAB/INVOICE
3/30		40,143.82	PAYCHEX-RCX/PAYROLL
3/31		177.40	PAYCHEX EIB/INVOICE
3/31		18,690.23	PAYCHEX TPS/TAXES

Byron-Bethany Irrigation District  
Account Reconciliation  
As of Mar 31, 2023  
1003 - Cash-L.A.I.F. State Treasurer  
Bank Statement Date: March 31, 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	2,033,478.52
Ending Bank Balance	2,033,478.52
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	2,033,478.52

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Mar 31, 2023**  
**1003A - Cash-L.A.I.F. Construction**  
**Bank Statement Date: March 31, 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	4,913,000.00
Ending Bank Balance	4,913,000.00
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	4,913,000.00



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 Mar 31, 2023**  
**1017 - Comerica**  
**Bank Statement Date: March 31, 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	<u>4,984.50</u>
Ending GL Balance	<u>210,579.16</u>
Ending Bank Balance	210,579.16
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>210,579.16</u>

## Brokerage Account Statement

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

January 1, 2023 - March 31, 2023  
Account Number:

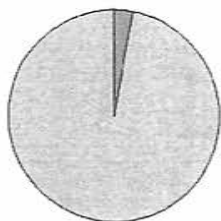
Your Financial Consultant:  
Theut/Rademacher  
(800) 327-7058

### Portfolio at a Glance

	This Period	Year-to-Date
BEGINNING ACCOUNT VALUE	\$205,594.66	\$205,594.66
Adjusted Previous Account Value	205,594.66	205,594.66
Dividends, Interest and Other Income	59.50	59.50
Net Change in Portfolio <sup>1</sup>	4,925.00	4,925.00
<b>ENDING ACCOUNT VALUE</b>	<b>\$210,579.16</b>	<b>\$210,579.16</b>
Accrued Interest	\$410.96	
Estimated Annual Income	\$2,559.50	

<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	6,544.66	6,544.66	6,604.16
97%	Fixed Income	199,050.00	199,050.00	203,975.00
100%	Account Total (Pie Chart)	\$205,594.66	\$205,594.66	\$210,579.16

Please review your allocation periodically with your Financial Consultant.



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Mar 31, 2023**  
**1080 - Petty Cash**  
**Bank Statement Date: March 31, 2023**

Filter Criteria includes: Report is printed in Detail Format.

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Beginning GL Balance	200.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>200.00</u>
Ending Bank Balance	200.00
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>200.00</u>

# Byron Bethany Irrigation District

## Petty Cash Reconciliation

Beg. Balance
\$200.00

Date	Description	Debit	Credit	GL	Running Balance
					\$200.00

Currency on Hand	Quantity	Total
\$0.01	x	-
\$0.05	x	-
\$0.10	x	-
\$0.25	x	-
\$1.00	x	-
\$1.00	x	-
\$5.00	x	-
\$10.00	x	-
\$20.00	x	-
\$50.00	x	-
\$100.00	x	200.00
Total Cash on Hand		200.00

Prepared By: Julia Gavrilenko

Checked By: Ilona Lament

Date: 04/04/2023

Approved By:

Date:

**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Mar 1, 2023 to Mar 31, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Accou	Amount
45360	3/3/23	ACWA Joint Powers Insurance Authority	1010C	46,838.98
45361	3/3/23	Alhambra Water Service	1010C	319.61
45362	3/3/23	Arnaudo Construction, Inc.	1010C	18,968.25
45363	3/3/23	Array	1010C	668.00
45364	3/3/23	Campora Propane Service	1010C	1,134.98
45365	3/3/23	California Welding Supply	1010C	196.00
45366	3/3/23	Contra Costa County Election Division	1010C	2.40
45367	3/3/23	Cintas Corporation #922	1010C	364.83
45368	3/3/23	City of Tracy	1010C	126.06
45369	3/3/23	Co Occupational Medical Partners	1010C	70.00
45370	3/3/23	Tracy Delta Solid Waste Management, In	1010C	920.56
45371	3/3/23	Don Pedro Pump	1010C	7,725.99
45372	3/3/23	Foley & Lardner LLP	1010C	3,607.00
45373	3/3/23	Home Depot Credit Services	1010C	201.86
45374	3/3/23	I Spy Vision	1010C	177.00
45375	3/3/23	J-COMM Inc	1010C	7,101.84
45376	3/3/23	Lingo	1010C	261.52
45377	3/3/23	Richard Martinez	1010C	82.40
45378	3/3/23	Central Valley Motor Parts, Inc.	1010C	75.93
45379	3/3/23	Pitney Bowes Global Financial Svcs, LLC	1010C	186.11
45380	3/3/23	Plus IT, Inc.	1010C	887.10
45382	3/3/23	Rossana Talavera	1010C	1,500.00
45383	3/3/23	Stericycle, Inc.	1010C	392.91
45384	3/3/23	State Water Resources Control Board	1010C	125.00
45385	3/3/23	Underground Services Alert of NorCA &N	1010C	415.10
45386	3/3/23	Western Area Power Administration	1010C	9,367.87
45387	3/3/23	Hazen & Sawyer	1010C	46,082.80
45388	3/3/23	Lingo	1010C	647.52
45389	3/3/23	PWRPA	1010C	13,797.12
45390	3/3/23	Dornoch Inc.	1010C	1,459.25
45381	3/3/23	Ramos Oil Co., Inc.	1010C	2,140.44
45391	3/7/23	All Bay Answering Service	1010C	522.00

**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Mar 1, 2023 to Mar 31, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Accou	Amount
45392	3/7/23	Comcast	1010C	125.45
45393	3/7/23	Central Valley Community Bank	1010C	89.97
45394	3/7/23	Mechanical Analysis/Repair, Inc.	1010C	63,524.29
45395	3/7/23	Pacific Gas & Electric 2085	1010C	1,300.65
45396	3/7/23	San Luis Delta Mendota Water Authority	1010C	10,268.02
45397	3/7/23	TechnoFlo Systems	1010C	2,576.80
45398	3/7/23	Tesco Controls, Inc.	1010C	1,515.50
45399	3/7/23	Dornoch Inc.	1010C	92.79
45400	3/7/23	United Rentals (North America), Inc.	1010C	2,955.44
45401	3/7/23	Pacific Gas & Electric 4120	1010C	1,688.85
45402	3/7/23	Pacific Gas & Electric WSSA	1010C	91.45
45403	3/7/23	Ramos Oil Co., Inc.	1010C	802.28
45404	3/7/23	UBEO Business Services	1010C	92.19
45405	3/7/23	Zanjero, Inc.	1010C	2,212.50
45406	3/7/23	Pacific Gas & Electric WSSA	1010C	218.83
45407	3/7/23	Arnaudo Construction, Inc.	1010C	82,810.80
45408	3/7/23	Dahl-Beck Electric	1010C	15,458.70
45409	3/7/23	TechnoFlo Systems	1010C	578.86
45410	3/8/23	David J. Andres	1010C	6,343.75
45411	3/8/23	Central Valley Motor Parts, Inc.	1010C	255.80
45412	3/8/23	David Vaz	1010C	150.00
45413	3/8/23	Pitney Bowes Global Financial Svcs, LLC	1010C	147.65
45417	3/13/23	Annette Elissagaray	1010C	25,000.00
45418	3/13/23	Annette J. Ormonde	1010C	3,125.00
45419	3/13/23	Asbury Environmental Services	1010C	95.00
45420	3/13/23	AT & T Mobility	1010C	615.11
45421	3/13/23	Condor Earth Technologies Inc	1010C	1,170.75
45422	3/13/23	CoreLogic Solutions, LLC	1010C	297.00
45423	3/13/23	DIRECTV	1010C	43.74
45424	3/13/23	Janet Alvarez	1010C	3,125.00
45425	3/13/23	P. Jack Alvarez	1010C	15,625.00
45426	3/13/23	Laurina Rocha	1010C	100.00

**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Mar 1, 2023 to Mar 31, 2023**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Accou	Amount
45427	3/13/23	Margaret G. Guidi	1010C	3,125.00
45428	3/13/23	Mizuno Consulting, Inc.	1010C	15,225.00
45429	3/13/23	PDM Steel Service Centers, Inc	1010C	1,758.50
45430	3/13/23	Pacific Gas & Electric WSSA	1010C	83.15
45431	3/13/23	TechnoFlo Systems	1010C	3,007.62
45432	3/13/23	Wagner & Bonsignore CCE	1010C	913.75
45433	3/13/23	Western Area Power Administration	1010C	7,495.56
45434	3/13/23	Zanjero, Inc.	1010C	442.50
45449	3/13/23	AT & T Mobility	1010C	189.16
45450	3/13/23	Cintas Corporation #922	1010C	832.11
45451	3/13/23	Central Valley Motor Parts, Inc.	1010C	65.34
45452	3/13/23	Chase Card Services	1010C	6,352.73
45424V	3/27/23	Janet Alvarez	1010C	-3,125.00
0	3/28/23	Pape Machinery	1010C	
<b>Total</b>				<b>445,229.02</b>

**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Mar 1, 2023 to Mar 31, 2023**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
		Professional Legal Services - Period Ending: January 2023 -		
3/1/23	03-23-600	Curtailments	913.75	
3/1/23	03-23-600	Wagner & Bonsignore CCE		913.75
3/1/23	030123	Communications, Outreach and Public Affairs for March 2023	4,900.00	
3/1/23	030123	Website Services for March 2023	2,100.00	
3/1/23	030123	BSD Domain Registration	59.88	
3/1/23	030123	BSD Site Hosting	41.96	
3/1/23	030123	J-COMM Inc		7,101.84
3/1/23	058158132X230301	Satellite Service for the period 2/28/2023 - 3/27/2023	43.74	
3/1/23	058158132X230301	DIRECTV		43.74
		Service on Unit #53-20; Backup camera screen turns blue,		
3/1/23	168477	completed oil/filter change, rotate tires, multi-point inspection	92.79	
3/1/23	168477	Dornoch Inc.		92.79
3/1/23	21355	PkC/Laptop	199.60	
3/1/23	21355	Plus IT, Inc.		199.60
3/1/23	216TWID0223	PWRPA - ASA Power for the Period of 2/1/2023 - 2/28/2023	13,414.80	
3/1/23	216TWID0223	PWRPA P3 - Funding for the Period of 2/1/2023 - 2/28/2023	382.32	
3/1/23	216TWID0223	PWRPA		13,797.12
		Garbage Service WSSA - Service address: 20100 Wicklund,		
3/1/23	29123867	Tracy, CA - March 2023	157.61	
3/1/23	29123867	Tracy Delta Solid Waste Management, Inc		157.61
		Mobile Data plan & Usage for the Period: 2/2/2023 - 3/1/2023		
3/1/23	829215163X030323	WSSA	189.16	
3/1/23	829215163X030323	AT & T Mobility		189.16
3/1/23	935726	Unleaded (\$3.858 per gallon)	802.28	
3/1/23	935726	Ramos Oil Co., Inc.		802.28
3/1/23	FEB202335	Monthly Alarm Monitoring	177.00	
3/1/23	FEB202335	I Spy Vision		177.00
		Janitorial Fee For: 2/6/23, 2/7/23, 2/14/23, 2/15/23 & 2/21/23		
3/1/23	February 2023	Cleaning	1,500.00	
3/1/23	February 2023	Rossana Talavera		1,500.00
		Membership Dues FY24 1st Installment; Yuba County		
		Transfers, Los Vaqueros Reservoir & Sisk Dam Expansion		
3/1/23	INVWA0788	Project	10,268.02	
3/1/23	INVWA0788	San Luis Delta Mendota Water Authority		10,268.02
3/2/23	03022023	Amazon - Disposable Protective Coveralls	95.68	
3/2/23	03022023	Amazon - Submersible Electric Pump	430.88	
3/2/23	03022023	Amazon - Suction Hose Assembly	767.64	
3/2/23	03022023	Amazon - Rubber Work Boots	210.84	
3/2/23	03022023	Hip Waders	172.78	
3/2/23	03022023	Milwaukee Hammer	172.91	
3/2/23	03022023	Pool Drain Hose	221.22	
3/2/23	03022023	Rain Suit - New Employees	207.15	
3/2/23	03022023	Safety Gear - New Employees	528.83	
		Network Solutions - BSD Monthly Subscription - Website		
3/2/23	03022023	Security	7.99	
3/2/23	03022023	Amazon - TP-Link Switch for Office Phones	565.17	
3/2/23	03022023	Amazon - Toner Cartridge	32.07	
3/2/23	03022023	Adobe Acropro Subscription	19.99	
3/2/23	03022023	Microsoft Upgrade	12.50	
3/2/23	03022023	Amazon - Folders & Envelopes	107.84	
3/2/23	03022023	Amazon - Laptop Computer	536.79	
3/2/23	03022023	Amazon - Web Camera, DisplayPort Cable	76.31	
3/2/23	03022023	Amazon - Monitors	843.69	

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/2/23	03022023	Amazon - Index Tabs	29.58	
3/2/23	03022023	Amazon - Command Strips	44.67	
3/2/23	03022023	Gempler's - Rust Converter - Canal Gates	28.49	
3/2/23	03022023	Mountain Mike's Pizza - Lunch for CPR Training	138.90	
3/2/23	03022023	Safeway - 2/21/23 Board Meeting	125.93	
3/2/23	03022023	UC Ag & Natural Resources - Study Materials for Pesticide Licence - DOR01	119.51	
3/2/23	03022023	University of Redlands - College Transcript for Operator in Training License	13.50	
3/2/23	03022023	GHX Industrial - Pressure Packing for WSSA Pumps	384.09	
3/2/23	03022023	Genesis Lamp Corporation - Pressure Packing for WSSA Pumps	457.78	
3/2/23	03022023	Chase Card Services		6,352.73
3/2/23	03022023	Pacific Gas & Electric Charges Account #7267502832 490 Hoffman Ln for Period: 1/25/2023 - 2/23/2023	627.79	
3/2/23	03022023	Pacific Gas & Electric Charges Account #2085093362 6P N/Marsh Creek Rd for Period: 12/23/2022 - 1/24/2023	1.84	
3/2/23	03022023	Pacific Gas & Electric Charges Account #2085093666 WS Bethany Canal 3P for Period: 12/23/2022 - 1/24/2023		17.72
3/2/23	03022023	Pacific Gas & Electric Charges Account #2085093230 N/S Hwy 4 OPP: 12/23/2022 - 1/24/2023	25.27	
3/2/23	03022023	Pacific Gas & Electric Charges Account #2085093194 W SPRR S Hoffman Ln for Period: 12/23/2022 - 1/24/2023		17.72
3/2/23	03022023	Pacific Gas & Electric Charges Account #2080801459 2200 Hoffman Ln for Period: 12/23/2022 - 1/24/2023	60.16	
3/2/23	03022023	Pacific Gas & Electric Charges Account #2086930222 2200 Hoffman Ln Pump Station: 12/23/2022 - 1/24/2023	615.46	
3/2/23	03022023	Pacific Gas & Electric Charges Account #2085093357 7777 Bruns Rd for Period: 12/23/2022 - 1/24/2023	13.31	
3/2/23	03022023	Pacific Gas & Electric Charges Account #2084691543 Herdlyn Rd & Byron Rd: 12/23/2022 - 1/24/2023		7.74
3/2/23	03022023	Pacific Gas & Electric 2085		1,300.65
3/2/23	03022023	Tow/Hook Fee - Unit #67-15 broke down	82.40	
3/2/23	03022023	Richard Martinez		82.40
3/2/23	2023Benefits0698943	ALV01 - Director Health Benefits for the Period of: April 2023	1,683.12	
3/2/23	2023Benefits0698943	ALV01 - Director Dental Benefits for the Period of: April 2023	64.21	
3/2/23	2023Benefits0698943	ALV01 - Director Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	ALV01 - Director Life Benefits for the Period of: April 2023	9.50	
3/2/23	2023Benefits0698943	ALV01 - Director Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	DOR01 - O&M Health Benefits for the Period of: April 2023	841.56	
3/2/23	2023Benefits0698943	FAR01 - O&M Health Benefits for the Period of: April 2023	1,262.34	
3/2/23	2023Benefits0698943	FAR01 - O&M Health Benefits Liability for the Period of: April 2023	420.78	
3/2/23	2023Benefits0698943	FAR01 - O&M Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	FAR01 - O&M Dental Benefits Liability for the Period of: April 2023	33.01	
3/2/23	2023Benefits0698943	FAR01 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	FAR01 - O&M Life Benefits for the Period of: April 2023	25.00	
3/2/23	2023Benefits0698943	FAR01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	GAV01 - Admin Health Benefits for the Period of: April 2023	801.23	
3/2/23	2023Benefits0698943	GAV01 - Admin Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	GAV01 - Admin Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	GAV01 - Admin Life Benefits for the Period of: April 2023	18.00	
3/2/23	2023Benefits0698943	GAV01 - Admin Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	GIL01 - Admin Health Benefits for the Period of: April 2023	841.56	
3/2/23	2023Benefits0698943	GIL01 - Admin Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	GIL01 - Admin Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	GIL01 - Admin Life Benefits for the Period of: April 2023	53.00	
3/2/23	2023Benefits0698943	GIL01 - Admin Employee Assistance Program - April 2023	2.48	



Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/2/23	2023Benefits0698943	KAG01 - Retiree Health Benefits for the Period of: April 2023	1,683.12	
3/2/23	2023Benefits0698943	KAG01 - Retiree Dental Benefits for the Period of: April 2023	64.21	
3/2/23	2023Benefits0698943	KAG01 - Retiree Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	RUI01 - Admin Health Benefits for the Period of: April 2023	801.23	
3/2/23	2023Benefits0698943	RUI01 - Admin Dental Benefits for the Period of: April 2023	31.20	
		RUI01 - Admin Dental Benefits Liability for the Period of: April 2023		33.01
3/2/23	2023Benefits0698943	RUI01 - Admin Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	RUI01 - Admin Life Benefits for the Period of: April 2023	8.00	
3/2/23	2023Benefits0698943	RUI01 - Admin Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	MAG10 - Director Health Benefits for the Period of: April 2023	2,230.13	
3/2/23	2023Benefits0698943	MAG10 - Director Dental Benefits for the Period of: April 2023	106.41	
3/2/23	2023Benefits0698943	MAG10 - Director Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	MAG10 - Director Life Benefits for the Period of: April 2023	7.10	
3/2/23	2023Benefits0698943	MAG10 - Director Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	MAG11 - Director Health Benefits for the Period of: April 2023	841.56	
3/2/23	2023Benefits0698943	MAG11 - Director Dental Benefits for the Period of: April 2023	64.21	
3/2/23	2023Benefits0698943	MAG11 - Director Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	MAG11 - Director Life Benefits for the Period of: April 2023	9.50	
3/2/23	2023Benefits0698943	MAG11 - Director Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	MAR01 - O&M Health Benefits for the Period of: April 2023	2,317.59	
		MAR01 - O&M Health Benefits Liability for the Period of: April 2023		1,047.67
3/2/23	2023Benefits0698943	MAR01 - O&M Dental Benefits for the Period of: April 2023	31.20	
		MAR01 - O&M Dental Benefits Liability for the Period of: April 2023		75.21
3/2/23	2023Benefits0698943	MAR01 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	MAR01 - O&M Life Benefits for the Period of: April 2023	37.00	
3/2/23	2023Benefits0698943	MAR01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	MAR02 - O&M Health Benefits for the Period of: April 2023	1,269.91	
3/2/23	2023Benefits0698943	MAR02 - O&M Dental Benefits for the Period of: April 2023	31.20	
		MAR02 - O&M Dental Benefits Liability for the Period of: April 2023		33.01
3/2/23	2023Benefits0698943	MAR02 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	MAR02 - O&M Life Benefits for the Period of: April 2023	9.00	
3/2/23	2023Benefits0698943	MAR02 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	MEH01 - O&M Health Benefits for the Period of: April 2023	1,269.91	
3/2/23	2023Benefits0698943	MEH01 - O&M Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	MEH01 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	MEH01 - O&M Life Benefits for the Period of: April 2023	37.00	
3/2/23	2023Benefits0698943	MEH01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	ORO01 - O&M Health Benefits for the Period of: April 2023	1,514.33	
		ORO01 - O&M Health Benefits Liability for the Period of: April 2023		713.09
3/2/23	2023Benefits0698943	ORO01 - O&M Dental Benefits for the Period of: April 2023	31.20	
		ORO01 - O&M Dental Benefits Liability for the Period of: April 2023		75.21
3/2/23	2023Benefits0698943	ORO01 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	ORO01 - O&M Life Benefits for the Period of: April 2023	9.00	
3/2/23	2023Benefits0698943	ORO01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	PAT01 - Admin Health Benefits for the Period of: April 2023	1,535.85	
		PAT01 - Admin Health Benefits Liability for the Period of: April 2023		694.28
3/2/23	2023Benefits0698943	PAT01 - Admin Dental Benefits for the Period of: April 2023	31.20	
		PAT01 - Admin Dental Benefits Liability for the Period of: April 2023		75.21
3/2/23	2023Benefits0698943	PAT01 - Admin Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	PAT01 - Admin Vision Benefits for the Period of: April 2023	37.00	
3/2/23	2023Benefits0698943	PAT01 - Admin Employee Assistance Program - April 2023	2.48	

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/2/23	2023Benefits0698943	PER01 - Director Health Benefits for the Period of: April 2023	841.56	
3/2/23	2023Benefits0698943	PER01 - Director Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	PER01 - Director Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	PER01 - Director Life Benefits for the Period of: April 2023	7.10	
3/2/23	2023Benefits0698943	PER01 - Director Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	PET10 - Director Health Benefits for the Period of: February, March, and April 2023	2,524.68	
3/2/23	2023Benefits0698943	PET10 - Director Dental Benefits for the Period of: February, March, and April 2023	192.63	
3/2/23	2023Benefits0698943	PET10 - Director Vision Benefits for the Period of: February, March, and April 2023	55.68	
3/2/23	2023Benefits0698943	PET10 - Director Life Benefits for the Period of: February, March, and April 2023	30.75	
3/2/23	2023Benefits0698943	PET10 - Director Employee Assistance Program - February, March, and April 2023	7.44	
3/2/23	2023Benefits0698943	PET01 - Admin Health Benefits for the Period of: April 2023	1,262.34	
3/2/23	2023Benefits0698943	PET01 - Admin Health Benefits Liability for the Period of: April 2023	420.78	
3/2/23	2023Benefits0698943	PET01 - Admin Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	PET01 - Admin Dental Benefits Liability for the Period of: April 2023	33.01	
3/2/23	2023Benefits0698943	PET01 - Admin Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	PET01 - Admin Life Benefits for the Period of: April 2023	44.18	
3/2/23	2023Benefits0698943	PET01 - Admin Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	RES01 - O&M Health Benefits for the Period of: April 2023	801.23	
3/2/23	2023Benefits0698943	RES01 - O&M Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	RES01 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	RES01 - O&M Life Benefits for the Period of: April 2023	10.00	
3/2/23	2023Benefits0698943	RES01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	CLA01 - O&M Health Benefits for the Period of: April 2023	1,201.85	
3/2/23	2023Benefits0698943	CLA01 - O&M Health Benefits Liability for the Period of: April 2023	400.61	
3/2/23	2023Benefits0698943	CLA01 - O&M Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	CLA01 - O&M Dental Benefits Liability for the Period of: April 2023	33.01	
3/2/23	2023Benefits0698943	CLA01 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	CLA01 - O&M Life Benefits for the Period of: April 2023	14.00	
3/2/23	2023Benefits0698943	CLA01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	TUS15 - Director Health Benefits for the Period of: April 2023	1,683.12	
3/2/23	2023Benefits0698943	TUS15 - Director Dental Benefits for the Period of: April 2023	64.21	
3/2/23	2023Benefits0698943	TUS15 - Director Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	TUS15 - Director Life Benefits for the Period of: April 2023	9.50	
3/2/23	2023Benefits0698943	TUS15 - Director Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	VAZ01 - O&M Health Benefits for the Period of: April 2023	1,514.33	
3/2/23	2023Benefits0698943	VAZ01 - O&M Health Benefits Liability for the Period of: April 2023	713.09	
3/2/23	2023Benefits0698943	VAZ01 - O&M Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	VAZ01 - O&M Dental Benefits Liability for the Period of: April 2023	75.21	
3/2/23	2023Benefits0698943	VAZ01 - O&M Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	VAZ01 - O&M Life Benefits for the Period of: April 2023	18.00	
3/2/23	2023Benefits0698943	VAZ01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	VEG01 - O&M Health Benefits for the Period of: February & March 2023		2,403.70
3/2/23	2023Benefits0698943	VEG01 - O&M Health Benefits Liability for the Period of: February & March 2023		801.22
3/2/23	2023Benefits0698943	VEG01 - O&M Health Benefits for the Period of: February, March, and April 2023	4,542.99	

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/2/23	2023Benefits0698943	VEG01 - O&M Health Benefits Liability for the Period of: February, March, and April 2023	2,139.27	
3/2/23	2023Benefits0698943	VEG01 - O&M Dental Benefits for the Period of: April 2023	31.20	
3/2/23	2023Benefits0698943	VEG01 - O&M Dental Benefits Liability for the Period of: April 2023	33.01	
3/2/23	2023Benefits0698943	VEG01 - Admin Vision Benefits for the Period of: April 2023	18.56	
3/2/23	2023Benefits0698943	VEG01 - O&M Life Benefits for the Period of: April 2023	14.00	
3/2/23	2023Benefits0698943	VEG01 - O&M Employee Assistance Program - April 2023	2.48	
3/2/23	2023Benefits0698943	Arnaudo - Retiree Health Benefits for the Period of: April 2023	404.70	
3/2/23	2023Benefits0698943	Bedford - Retiree Health Benefits for the Period of: April 2023	809.40	
3/2/23	2023Benefits0698943	Carson - Retiree Health Benefits for the Period of: April 2023	404.70	
3/2/23	2023Benefits0698943	Zahn - Retiree Health Benefits for the Period of: April 2023	404.70	
3/2/23	2023Benefits0698943	Griffith - Retiree Health Benefits for the Period of: April 2023	841.56	
3/2/23	2023Benefits0698943	Kleinert - Retiree Health Benefits for the Period of: April 2023	809.40	
3/2/23	2023Benefits0698943	Kopp - Retiree Health Benefits for the Period of: April 2023	404.70	
3/2/23	2023Benefits0698943	Martinez - Retiree Health Benefits for the Period of: April 2023	809.40	
3/2/23	2023Benefits0698943	Pombo - Retiree Health Benefits for the Period of: April 2023	1,683.12	
3/2/23	2023Benefits0698943	Serpa - Retiree Health Benefits for the Period of: April 2023	841.56	
3/2/23	2023Benefits0698943	Shoemaker - Retiree Health Benefits for the Period of: April 2023	404.70	
3/2/23	2023Benefits0698943	ACWA Joint Powers Insurance Authority		46,838.98
3/2/23	4148245651	DHQ Janitorial Supplies	27.73	
3/2/23	4148245651	Weekly Uniform Service for the week ending 3/2/2023	210.13	
3/2/23	4148245651	Cintas Corporation #922		237.86
3/2/23	DORAISOIT2023	DOR01 Operator in Training Wastewater Operator Certificate	125.00	
3/2/23	DORAISOIT2023	State Water Resources Control Board		125.00
3/3/23	0079144-IN	Troubleshoot surge tank - Level fluctuating & causing alarms at MEP Pump Station	1,515.50	
3/3/23	0079144-IN	Tesco Controls, Inc.		1,515.50
3/3/23	2513	Telephone Answering Service for: January - March 2023	522.00	
3/3/23	2513	All Bay Answering Service		522.00
3/6/23	069593	Fuel, Oil & Air Filters, Windshield Wash, Wax Dry & Cabin Air Filters	204.40	
3/6/23	069593	Central Valley Motor Parts, Inc.		204.40
3/6/23	069594	Fuel Filter for Vehicle Maintenance	28.78	
3/6/23	069594	Central Valley Motor Parts, Inc.		28.78
3/6/23	39173	Separator/Support Spindle Assembly - Meter Repairs	1,809.77	
3/6/23	39173	TechnoFlo Systems		1,809.77
3/6/23	5585	Project Communications, Tracy Subbasin Meeting	2,212.50	
3/6/23	5585	Zanjero, Inc.		2,212.50
3/6/23	RI23-0240	350 Hp Pump Motor Repair - WSSA	15,458.70	
3/6/23	RI23-0240	Dahl-Beck Electric		15,458.70
3/7/23	03072023	Stamps	37.80	
3/7/23	03072023	Business Card		37.80
3/7/23	287253183134X031523	Mobile Data plan & Usage for the Period: 3/8/2022 - 4/7/2023; Account #287253183134	615.11	
3/7/23	287253183134X031523	AT & T Mobility		615.11
3/7/23	3105991636	Pitney Bowes Postage Meter Rental 4/10/23-7/09/23; Account #0010968571 - WSSA	147.65	
3/7/23	3105991636	Pitney Bowes Global Financial Svcs, LLC		147.65
3/7/23	39180	Separator/Support Spindle Assembly Threaded Style - FlowCom Digital 2011 - Meter Repairs	767.03	
3/7/23	39180	TechnoFlo Systems		767.03
3/7/23	39200	Saddle Meters maintenance & repair	578.86	
3/7/23	39200	TechnoFlo Systems		578.86
3/7/23	5024204131	Ricoh Copier Rental (Contract #603-0227169-000; Serial #3129RA00486; Model IM C4500) 3/1/23-3/31/23	463.03	
3/7/23	5024204131	Wells Fargo Financial Leasing		463.03

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/8/23	03082023	Pacific Gas & Electric Charges Account #4159610850-0 - 12/30/22-1/30/23	83.15	
3/8/23	03082023	Pacific Gas & Electric WSSA		83.15
3/8/23	069727	Antifreeze	65.34	
3/8/23	069727	Central Valley Motor Parts, Inc:		65.34
		Consulting and/or Professional Services for the period of:		
		February 2023 - Water Rate Analysis & Development, LV & Sisk Dam Expansion, Misc Support	15,225.00	
3/8/23	2023-2	Mizuno Consulting, Inc.		15,225.00
3/8/23	2023-2	Replace Clamp-On Saddle meters with Electronic Propeller Meters with Digital Display	3,007.62	
3/8/23	39211	TechnoFlo Systems		3,007.62
3/8/23	4044313	Maintenance on WSSA Copy Machine	224.00	
3/8/23	4044313	UBEO Business Services		224.00
3/8/23	Boots2023	Boots allowance	150.00	
3/8/23	Boots2023	David Vaz		150.00
3/8/23	I500-00908793	Used Oil Service Charge	95.00	
3/8/23	I500-00908793	Asbury Environmental Services		95.00
3/9/23	03092023	A&E Farms Groundwater Well Agreement (2023)	25,000.00	
3/9/23	03092023	Annette Elissagaray		25,000.00
3/9/23	03092023	A&E Farms Groundwater Well Agreement (2023)	3,125.00	
3/9/23	03092023	Janet Alvarez		3,125.00
3/9/23	03092023	A&E Farms Groundwater Well Agreement (2023)	15,625.00	
3/9/23	03092023	P. Jack Alvarez		15,625.00
3/9/23	03092023	A&E Farms Groundwater Well Agreement (2023)	3,125.00	
3/9/23	03092023	Annette J. Ormonde		3,125.00
3/9/23	03092023	A&E Farms Groundwater Well Agreement (2023)	3,125.00	
3/9/23	03092023	Margaret G. Guidi		3,125.00
3/9/23	412665-01	Steel pipes for Canal Gates	1,758.50	
3/9/23	412665-01	PDM Steel Service Centers, Inc		1,758.50
3/9/23	4148954206	DHQ Janitorial Supplies	45.90	
3/9/23	4148954206	Weekly Uniform Service for the week ending 3/9/2023	132.75	
3/9/23	4148954206	Cintas Corporation #922		178.65
3/9/23	935963	Unleaded (\$3.829 per gallon) Clear Diesel (\$3.700 per gallon)	1,817.31	
3/9/23	935963	Ramos Oil Co., Inc.		1,817.31
3/9/23	NNPB000030223	WAPA Power for the Month of February 2023 - Regular	7,495.56	
3/9/23	NNPB000030223	Western Area Power Administration		7,495.56
3/10/23	000019620629	WSSA Shop Internet Service 2/10/2023 - 3/9/2023	53.56	
3/10/23	000019620629	Acct #9391053473		
3/10/23	000019620629	AT&T		53.56
3/10/23	000019620630	WSSA Internet Service 2/10/2023 - 3/9/2023	112.78	
3/10/23	000019620630	Acct #9391053474		
3/10/23	000019620630	AT&T		112.78
		Landscape Grounds Maintenance for the period of: March 2023	1,050.00	
3/10/23	2303-145	Creative Outdoor Environments, Inc.		1,050.00
		Professional Legal Services by Michael E. Vergara (General) - February 2023	57,349.18	
3/12/23	3016759	Somach, Simmons & Dunn		57,349.18
		Professional Legal Services by Michael E. Vergara (OCAP Litigation) - February 2023	492.00	
3/12/23	3016760	Somach, Simmons & Dunn		492.00
		Professional Legal Services by Michael E. Vergara (Curtailments) - February 2023	3,351.94	
3/12/23	3016761	Somach, Simmons & Dunn		3,351.94
		Professional Legal Services by Michael E. Vergara (Legislation) - February 2023	8,357.00	
3/12/23	3016762	Somach, Simmons & Dunn		8,357.00

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/12/23	3016763	Professional Legal Services by Michael E. Vergara (CVP Issues) - February 2023	761.00	
3/12/23	3016763	Somach, Simmons & Dunn		761.00
3/12/23	3016764	Professional Legal Services by Michael E. Vergara (6th DCA) - February 2023	21,805.00	
3/12/23	3016764	Somach, Simmons & Dunn		21,805.00
3/12/23	3016765	Professional Legal Services by Michael E. Vergara (Employment) - February 2023	12,477.00	
3/12/23	3016765	Somach, Simmons & Dunn		12,477.00
3/12/23	3016766	Professional Legal Services by Michael E. Vergara (Coordinated Petitions) - February 2023	39,814.92	
3/12/23	3016766	Somach, Simmons & Dunn		39,814.92
3/12/23	3016767	Professional Legal Services by Michael E. Vergara (Castello Ranch) - February 2023	3,507.42	
3/12/23	3016767	Somach, Simmons & Dunn		3,507.42
3/12/23	3016768	Professional Legal Services by Michael E. Vergara (Tracy Recycled Water Expansion) - February 2023	3,026.00	
3/12/23	3016768	Somach, Simmons & Dunn		3,026.00
3/13/23	20134-001-47	Engineering and/or Professional Services for the period of 2/1/23 - 2/28/23 - General On Call Engineering Services (Project #20134-001)	19,992.50	
3/13/23	20134-001-47	Engineering and/or Professional Services for the period of 2/1/23 - 2/28/23 - WSID Culvert CM (Project #20134-008)	807.50	
3/13/23	20134-001-47	Engineering and/or Professional Services for the period of 2/1/23 - 2/28/23 - PS 2 Discharge Pipe Replacement Project (Project #20134-012)	5,366.15	
3/13/23	20134-001-47	Engineering and/or Professional Services for the period of 2/1/23 - 2/28/23 - AWMP (Project #20134-013)	1,592.50	
3/13/23	20134-001-47	Engineering and/or Professional Services for the period of 2/1/23 - 2/28/23 - Development Connection Services & Coordination (Project 20134-015) LPV Quitclaim	472.50	
3/13/23	20134-001-47	Engineering and/or Professional Services for the period of 2/1/23 - 2/28/23 - Development Connection Services & Coordination (Project 20134-015) Toll Brothers	567.50	
3/13/23	20134-001-47	Hazen & Sawyer		28,798.65
3/13/23	22881	Paint Supplies for Nauman Gates	110.23	
3/13/23	22881	Home Depot Credit Services		110.23
3/14/23	169795	Service on Unit #67-15; Coolant leak from hose, technician diagnostic & inspection, replaced all hoses, filled coolant & multi-point inspection	1,769.97	
3/14/23	169795	Dornoch Inc.		1,769.97
3/14/23	SC23-INV-962	2023 ACWA Spring Conference & Expo May 9-11 - Ed Pattison	815.00	
3/14/23	SC23-INV-962	Association California Water Agencies		815.00
3/15/23	070332	Spark Plug for Trash Comp	13.94	
3/15/23	070332	Central Valley Motor Parts, Inc.		13.94
3/15/23	070347	Battery for Unit #77-09	171.98	
3/15/23	070347	Central Valley Motor Parts, Inc.		171.98
3/15/23	13622418	Monthly Pest Control Service at BBID: 3/15/2023	76.00	
3/15/23	13622418	McCauley Ag Services		76.00
3/15/23	13622433	Bi Monthly Pest Control Service: 3/15/2023 - 7777 Bruns Rd	80.00	
3/15/23	13622433	McCauley Ag Services		80.00
3/15/23	170086	Service on Unit #21-17; Service on electric parking brake, brake malfunction warning lamp message, diagnostic & inspection.	615.42	
3/15/23	170086	Dornoch Inc.		615.42
3/15/23	170248	Full service on Unit #66-14; Filter change, tire rotation, multi-point inspection, transmission fluid exchange	436.66	
3/15/23	170248	Dornoch Inc.		436.66

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
		Monitoring Fee - Fire & Sprinkler Inspection Services 4/1/2023		
3/15/23	20432365	- 7/1/2023	863.46	
3/15/23	20432365	Bay Alarm Company		863.46
3/15/23	936171	Unleaded (\$3.552 per gallon)	1,706.80	
3/15/23	936171	Ramos Oil Co., Inc.		1,706.80
3/15/23	INV-4371	Monthly Service Charge for DHQ Landlines	462.95	
3/15/23	INV-4371	Quality Communications		462.95
3/16/23	070386	Parts for Unit #70-16	230.54	
3/16/23	070386	Central Valley Motor Parts, Inc.		230.54
3/16/23	28029	Assemble, test & detail Pump "C" 32" at PS2	23,458.61	
3/16/23	28029	Don Pedro Pump		23,458.61
3/16/23	4149659023	DHQ Janitorial Supplies	42.97	
3/16/23	4149659023	Weekly Uniform Service for the week ending 3/16/2023	116.70	
3/16/23	4149659023	Cintas Corporation #922		159.67
3/16/23	50663	On-site Support at WSSA Office - 3/16/23	437.50	
3/16/23	50663	Plus IT, Inc.		437.50
3/17/23	0079260-IN	Troubleshoot wet well, level reading incorrectly	1,710.18	
3/17/23	0079260-IN	Tesco Controls, Inc.		1,710.18
		Canal Maintenance at WSSA - Main Drain, Bethany Rd, Von Sosten Rd, Grant Line, Hot Springs & Hansen Rd. 1/19/23 - 3/16/23 (348.5 Hrs)	55,205.00	
3/17/23	03172023	Clifton Otis Dragline		55,205.00
		Monthly Service Charge for DHQ Landlines (Account #412466572)	773.07	
3/17/23	33250940	Lingo		773.07
3/17/23	33250940	Shred It Service Dates: 3/7/2023, 3/14/2023	264.26	
3/18/23	8003542933	Stericycle, Inc.		264.26
3/20/23	3023563	Paint Supplies for Canal Gate Maintenance	554.01	
3/20/23	3023563	Home Depot Credit Services		554.01
3/20/23	EO&M000030423	FY2024 CVP O&M Program 7th Billing	9,593.00	
3/20/23	EO&M000030423	Acct: 786048000-CVP O&M Escrow		9,593.00
3/20/23	EO&M000030423	U.S. BANK, NATIONAL ASSOCIATION		9,593.00
		Pacific Gas & Electric Charges Account #9158717444-1 - 2/17/23-3/20/23	173.10	
3/21/23	03212023	Pacific Gas & Electric WSSA		173.10
3/21/23	065397	Wiper Blades for Vehicles	173.89	
3/21/23	065397	Brentwood Auto Parts Inc		173.89
3/21/23	10715	Replace Tankless Water Heater at DHQ	4,500.00	
3/21/23	10715	Brentwood Plumbing, Inc.		4,500.00
3/21/23	71244036	Utility Services for WSSA	123.88	
3/21/23	71244036	Account #2004100 - 5023784		123.88
3/21/23	71244036	City of Tracy		123.88
		Calibration, Parts and Service of GasAlertMicro 5 Meter (SE316-000484)	1,231.02	
3/21/23	S75632	Equipco Sales and Service		1,231.02
		Calibration, Parts and Service of GasAlertMicro 5 Meter (SE316-007240)	1,231.02	
3/21/23	S75633	Equipco Sales and Service		1,231.02
		Calibration, Parts and Service of GasAlertMicro 5 Meter (SE106-003764)	364.61	
3/21/23	S75634	Equipco Sales and Service		364.61
		Calibration, Cleaning & Certification of GasAlertMicro Meter (SE312-001077)	610.45	
3/21/23	S75635	Equipco Sales and Service		610.45
		Calibration, Cleaning & Certification of YSI 556 MPS, 4M Meter (09A100022)	370.98	
3/21/23	S75636	Equipco Sales and Service		370.98
		Replace Damaged Hydro Ranger 200 Level Transducer at BSD	4,243.44	
3/23/23	0079317			

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/23/23	0079317	Tesco Controls, Inc.		4,243.44
3/23/23	4150360384	DHQ Janitorial Supplies	18.28	
3/23/23	4150360384	Weekly Uniform Service for the week ending 3/23/2023	208.67	
3/23/23	4150360384	Cintas Corporation #922		226.95
		Engineering and/or Professional Services for the period of		
3/24/23	199766CH042-13	10/29/2022 - 12/30/2022 - District Engineering Services	367.50	
3/24/23	199766CH042-13	CH2M HILL Engineers, Inc		367.50
		Engineering and/or Professional Services for the period of		
		10/29/2022 - 12/30/2022 SCADA and Programming On-Call		
3/24/23	199766CH042-45	Services	1,692.50	
3/24/23	199766CH042-45	CH2M HILL Engineers, Inc		1,692.50
3/24/23	50679	On-site Service Ricoh Setup/PC Wipe	625.00	
3/24/23	50679	Plus IT, Inc.		625.00
3/24/23	936386	Unleaded (\$3.399 per gallon)	1,047.60	
3/24/23	936386	Ramos Oil Co., Inc.		1,047.60
3/26/23	03262023	Internet Service for the period 4/6/23 - 5/5/23	125.45	
3/26/23	03262023	Account #8155 60 053 0156887		
3/26/23	03262023	Comcast		125.45
3/26/23	10440271 032623	Bottled Water Deliveries on 3/3/23 & 3/17/23	142.75	
3/26/23	10440271 032623	Bottle Water Deliveries for WSSA	11.75	
3/26/23	10440271 032623	Alhambra Water Service		154.50
3/27/23	03272023	ACWA - Merchandise Service Return		250.00
3/27/23	03272023	Digital Space - BBID Website	196.08	
3/27/23	03272023	Boot Barn - Ed Pattison's Boot Voucher	150.00	
		Thai Jasmine - International Women's Day Appreciation		
3/27/23	03272023	Lunch	76.84	
3/27/23	03272023	ACWA Spring Conference for GM, Ed Pattison	325.00	
3/27/23	03272023	Midori Cuisine - Meeting with Frances Mizuno, Consulting	43.75	
3/27/23	03272023	DHS Equipment - Honda Trash Pump Rebuild Kits	712.46	
		Rough Country - Leveling Kit, Steering Stabilizer & Front		
3/27/23	03272023	Shocks for Units #80, 21, 75, 73	1,772.31	
3/27/23	03272023	Herc Rentals - Trash Pump Rental for BSD	1,106.58	
3/27/23	03272023	Tractor Supply - Ball Valve, Nipple & Hoses for BSD	49.98	
3/27/23	03272023	Tractor Supply - Bolts & Tubes for Canal Gate Maintenance	1,207.04	
3/27/23	03272023	Trader Joe's - Fruits/Vegetables for Juicing (\$408 Grant)	24.58	
3/27/23	03272023	Sage Checks	346.17	
3/27/23	03272023	Amazon - Business Notebooks	63.76	
3/27/23	03272023	Amazon - Rubber Boots	170.76	
3/27/23	03272023	Amazon - Heavy Duty Stackable Crates for PS4	285.53	
3/27/23	03272023	Amazon - Shop Towels	39.68	
3/27/23	03272023	Amazon - Metal Safety Cans for BSD	249.48	
3/27/23	03272023	Amazon - Heavy Duty Shed for PS4	316.45	
3/27/23	03272023	Amazon - Global Industrial Spill Containment for PS4	226.20	
3/27/23	03272023	Amazon - Oil Barrel Pump	57.27	
3/27/23	03272023	Amazon - Nitrile Industrial Disposable Gloves for BSD	244.69	
3/27/23	03272023	Amazon - Ink Cartridges Replacement	62.64	
3/27/23	03272023	Trader Joe's - Snacks & Refreshments for Board Meeting	45.82	
3/27/23	03272023	Amazon - Ink Cartridge Replacement	56.52	
3/27/23	03272023	Central Valley Community Bank		7,579.59
3/27/23	03272023	Admin Tasks: Record Retention 2/21/23, 3/2/23, 3/21/23	462.50	
3/27/23	03272023	Heather Escarcega		462.50
3/27/23	201988	Pipe Steel & Galvanized Tee & Union for BSD Maintenance	42.85	
3/27/23	201988	Brentwood Ace Hardware		42.85
		Inorganic, Organic, Radio, Misc., Sub Contr. and Support		
3/27/23	331614A	Analyses - Aqueduct Water @ BBID I-5 Station	1,896.00	
3/27/23	331614A	Fruit Growers Laboratory Inc.		1,896.00
3/28/23	1-21442	New Tires for Unit #48-12	666.35	
3/28/23	1-21442	New Tires for Unit #86-14	1,011.14	
3/28/23	1-21442	Beckley, Inc		1,677.49



Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
		Inorganic, Organic, Radio, Misc., Sub Contr. and Support		
3/28/23	331613A	Analyses - A&E Well	2,961.00	
3/28/23	331613A	Fruit Growers Laboratory Inc.		2,961.00
3/28/23	NNPB000030323R	Restoration on WAPA Power for the Month of March 2023	1,181.90	
3/28/23	NNPB000030323R	Western Area Power Administration		1,181.90
3/29/23	058158132X230329	Satellite Service for the period 3/28/2023 - 4/27/2023	84.99	
3/29/23	058158132X230329	DIRECTV		84.99
3/29/23	415558-01	Materials for Canal Screens	1,587.35	
3/29/23	415558-01	PDM Steel Service Centers, Inc		1,587.35
		Professional Services regarding Strategic Counseling -		
3/29/23	50588320	Services through February 28, 2023	10,000.00	
3/29/23	50588320	Foley & Lardner LLP		10,000.00
3/29/23	63408	Unit #50-20 Repairs	700.00	
3/29/23	63408	Interstate Truck Center		700.00
3/30/23	4151059575	DHQ Janitorial Supplies	27.73	
3/30/23	4151059575	Weekly Uniform Service for the week ending 3/30/2023	128.78	
3/30/23	4151059575	Cintas Corporation #922		156.51
		Pacific Gas & Electric Charges Account #7267502832 490		
3/31/23	03312023	Hoffman Ln for Period: 2/24/2023 - 3/26/2023	712.08	
		Pacific Gas & Electric Charges Account #2085093362 6P		
3/31/23	03312023	N/Marsh Creek Rd for Period: 2/24/2023 - 3/26/2023	42.13	
		Pacific Gas & Electric Charges Account #2085093666 WS		
3/31/23	03312023	Bethany Canal 3P for Period: 2/24/2023 - 3/26/2023	21.35	
		Pacific Gas & Electric Charges Account #2085093230 N/S		
3/31/23	03312023	Hwy 4 OPP: 2/24/2023 - 3/26/2023	21.55	
		Pacific Gas & Electric Charges Account #2085093194 W		
3/31/23	03312023	SPRR S Hoffman Ln for Period: 2/24/2023 - 3/26/2023	21.35	
		Pacific Gas & Electric Charges Account #2080801459 2200		
3/31/23	03312023	Hoffman Ln for Period: 2/24/2023 - 3/26/2023	99.70	
		Pacific Gas & Electric Charges Account #2086930222 2200		
3/31/23	03312023	Hoffman Ln Pump Station: 2/24/2023 - 3/26/2023	640.59	
		Pacific Gas & Electric Charges Account #2085093357 7777		
3/31/23	03312023	Bruns Rd for Period: 2/24/2023 - 3/26/2023	94.61	
		Pacific Gas & Electric Charges Account #2084691543		
3/31/23	03312023	Herdlyn Rd & Byron Rd: 2/24/2023 - 3/26/2023	32.35	
3/31/23	03312023	Pacific Gas & Electric 2085		1,685.71
3/31/23	189878	Welding Cylinders and Supplies	217.00	
3/31/23	189878	California Welding Supply		217.00
3/31/23	416024-01	Materials for Canal Gates Screens	772.40	
3/31/23	416024-01	PDM Steel Service Centers, Inc		772.40
		Prepare for and participate in work session with SWRCB staff,		
3/31/23	5663	review materials; project communications	3,982.50	
3/31/23	5663	Zanjero, Inc.		3,982.50
3/31/23	82168958	Realquest Geographic Package for Month of: March 2023	308.00	
3/31/23	82168958	CoreLogic Solutions, LLC		308.00
			<b>531,162.27</b>	<b>531,162.27</b>



# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON

DATE: April 19, 2023

SUBJECT: Amendment to Grant of Easement and Easement Agreement Between  
GKG Mountain House Apartments, LLC, and Byron-Bethany Irrigation District.

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## RECOMMENDATION

Authorize and approve execution of the Amendment to Grant of Easement and Easement Agreement (Amended Easement Agreement) between GKG Mountain House Apartments, LLC (Grantor) and Byron Bethany Irrigation (District).

## DISCUSSION

The District and Grantor are successors in interest to a 1975 easement agreement, generally enabling the installation, access, and maintenance of pipelines and a service road for access and use in, on, and across certain real property (Easement Area). Grantor plans to develop, or market as developable, the real property surrounding and encompassing the Easement Area. The Amended Easement Agreement specifically identifies and permits certain Grantor uses of the Easement Area to account for future development, as well as expressly specifies the District's access to the Easement Area and resulting notice obligations to Grantor of that access.

## BACKGROUND

On February 28, 1975, the West Side Irrigation District (WSID) and Charles and Victoria Tuso executed an easement, entitling WSID the rights to construct, operate, maintain, and repair one or more pipelines and a service road on, over, along, and under a 40-foot wide strip of real property situated in San Joaquin County, California (i.e., Easement Area), as well as restricting the Tusos' use of the Easement Area (Original Easement). The Easement Area runs north to south from Central Parkway to Interstate 205, respectively.

Since 1975, the Tusos have sold the parcel on which the Easement Area is situated, and Grantor is the current owner. WSID has also since consolidated with the District, such that the District is the surviving legal entity. To account for Grantor's planned development of the real property surrounding and including the Easement Area, District and Grantor negotiated amendments to the Original Easement.

**FISCAL IMPACT**

None.

**ATTACHMENTS**

**Resolution 2023-9:** A Resolution of the Board of Directors of Byron-Bethany Irrigation District Authorizing Execution of the Amendment to Grant of Easement and Easement Agreement Between GKG Mountain House Apartments, LLC, and Byron-Bethany Irrigation District.

**RESOLUTION NO. 2023-9**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF BYRON-BETHANY IRRIGATION DISTRICT  
AUTHORIZING EXECUTION OF AMENDMENT TO GRANT OF  
EASEMENT AND EASEMENT AGREEMENT BETWEEN GKG MOUNTAIN  
HOUSE APARTMENTS, LLC AND BYRON BETHANY IRRIGATION  
DISTRICT AND ITEMS RELATED THERETO**

**WHEREAS**, in the 1950s, the West Side Irrigation District (WSID) installed a 42-inch cast-in-place concrete pipeline running north to south across a certain parcel of real property situated in the San Joaquin County, California (Pipeline). The Pipeline is approximately 2,000 linear feet in length and conveys raw water for agricultural irrigation;

**WHEREAS**, after installation of the Pipeline, WSID and Charles and Victoria Tuso executed an easement, dated February 28, 1975, entitling WSID the rights to construct, operate, maintain, and repair one or more pipelines and a service road on, over, along, and under a 40-foot wide strip of real property, which encompassed the pre-existing Pipeline (Easement Area), as well as restricting the Tusos' use of the Easement Area (Original Easement);

**WHEREAS**, the Board of Directors for WSID adopted a resolution approving the Original Easement on May 12, 1975, and the Original Easement was subsequently recorded on May 14, 1975, as Document Number 21928, Book 3982, page 235, of the Official Records of San Joaquin County;

**WHEREAS**, since 1975, the Tusos have sold the real parcel on which the Easement Area is located, such that GKG Mountain House Apartments, LLC, a Delaware limited liability company (Grantor) is the current owner, taking on the rights and duties of the Tusos under the Original Easement;

**WHEREAS**, effective September 2, 2020, WSID and Byron-Bethany Irrigation District (District) consolidated into one legal entity, such that the District is the surviving irrigation district, taking on the rights and duties of WSID under the Original Easement;

**WHEREAS**, Grantor intends to develop, or ready for development, the real property on which the Easement Area is situated, and to account for such future development, the District and Grantor negotiated amendments to the Original Easement, titled "Amendment to Grant of Easement and Easement Agreement" (Amended Easement Agreement);

**WHEREAS**, the Amended Easement Agreement is limited in scope and: (1) specifically identifies and permits certain Grantor uses of the Easement Area account for future development of the real property encompassing the Easement Area; (2) expressly specifies the District's access to the Easement Area to inspect, maintain, repair, and operate the Pipeline; and (3) includes the resulting notice obligations to Grantor of such access.

**WHEREAS**, the District desires to execute the Amended Easement Agreement to preserve its rights and duties associated with the Easement Area and its access to the Pipeline, as well as to not unreasonably constrain Grantor's use of the Easement Area.

**BE IT RESOLVED**, the Board hereby orders the following:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The Amended Easement Agreement, attached as **Exhibit A**, is in substantially the same form as that presented to the Board and on file with the Secretary to the Board.
3. The Board approves the Amended Easement Agreement.
4. The General Manager is authorized and directed to execute the Amended Easement Agreement in substantially the same form as that presented to the Board, subject to such additions, deletions, and revisions as the executing officers may approve prior to execution. Execution provides conclusive proof of such approval.
5. BBID's officers, staff, counsel, and consultants are authorized and directed to take all additional actions deemed necessary or appropriate to carry out the intent of this Resolution and to ensure continued access and rights to inspect, maintain, and repair the Pipeline to ensure continued ability to convey raw water through the Pipeline.

**PASSED, APPROVED, AND ADOPTED** at a Regular Board Meeting of the BYRON-BETHANY IRRIGATION DISTRICT, Board of Directors on 19 April 2023 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

---

Mr. Timothy Maggiore, President

Secretary's Certification

I, Ilona Ruiz, Board 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 19 April 2023, 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, Board Secretary

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL  
TO:

Attn: \_\_\_\_\_  
\_\_\_\_\_, Suite \_\_\_\_\_  
\_\_\_\_\_, CA, 9 \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

County of San Joaquin: A.P.N. 20906062

### AMENDMENT TO GRANT OF EASEMENT AND EASEMENT AGREEMENT

This Amendment to Grant of Easement and Easement Agreement (this "**Amended Easement Agreement**") is made and entered into by and among GKG Mountain House Apartments, LLC, a Delaware limited liability company ("**Grantor**") and Byron-Bethany Irrigation District, a California Irrigation District ("**Grantee**") (Grantor and Grantee are sometimes referred to collectively herein as "**Parties**," or individually as "**Party**") with reference to the following facts and matters:

- A. Grantor is the fee owner of certain parcels of real property situated in the Section 21, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, north of Interstate 205 in County of San Joaquin, State of California and more particularly described in **Exhibit A**, attached hereto and incorporated herein ("**Grantor Property**").
- B. Grantor and Grantee's respective predecessors in interest executed the Grant of Easement and Easement Agreement ("**Original Easement**"), dated February 28, 1975, and recorded May 14, 1975 as Document Number 21928, Book 3982, page 235, of the Official Records of San Joaquin County, generally entitling Grantee's predecessor in interest the rights to construct, operate, maintain, and repair one or more pipelines and a service road on, over, along, and under a 40-foot wide strip of real property situated in the County of San Joaquin, State of California ("**Easement Area**") and restricting the use of the Easement Area by Grantor's predecessors in interest. A copy of the Original Easement, which also more particularly describes Grantor's Property, is attached hereto as **Exhibit B** and made a part hereof. An ALTA/NSPS Land Title Survey dated January 25, 2022 showing the Easement Area in relation to Grantor's Property is attached hereto as **Exhibit C**.
- C. In the 1950s, Grantee installed a 42-inch cast-in-place concrete pipeline running north to south within the Easement Area ("**Grantee Pipeline**"). The Grantee Pipeline is approximately 2,000 linear feet in length and continues across the northern- and southern-most boundaries of the



Easement Area so that it may affect its purpose of conveying raw water for agricultural irrigation.

- D. Grantor is developing Grantor Property and such development will require specific uses of the Easement Area ("**Grantor Uses**," as more specifically described below in Paragraph 1). The Parties desire to amend the Original Easement to specifically identify and permit certain Grantor Uses that will not interfere with Grantee's use and enjoyment of its rights under the Original Easement.
- E. The purpose of this Amended Easement Agreement is limited to amending the Original Easement to expressly provide for Grantor's use of the Easement Area to include the Grantor Uses, as provided in this Amended Easement Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grantor's Permitted Uses of Easement Area. Without limiting any rights reserved to Grantor under the Original Easement or as otherwise permitted by law, the Parties agree that Grantor's permitted uses within the Easement Area include the construction, installation, repair and maintenance, and replacement of the following: **(a)** black top (asphalt), concrete curb, gutters, and sidewalks; **(b)** landscaping that may include flowers, shrubs, vines (roots not to exceed a depth of four (4) feet at maturity), and accompanying shallow-ground sprinkler systems, pipes, and related landscaping controls (conduit/wiring), but shall in no event include any trees; **(c)** surface drainage collection boxes and small diameter shallow-ground drainage pipes; **(d)** Concrete Masonry Unit (CMU) block wall, open metal fencing or wood fencing, trellises, or other shade structures immediately adjacent to the eastern boundary of the Easement Area, *provided that* if any of the foregoing improvements listed in this subdivision (d) cross the Easement Area, such improvement shall be constructed not to apply/exert more than 1,000 pounds per linear foot on the area directly above the Grantee Pipeline or any other pipeline; **(e)** light poles, which may include conduit and/or wiring; and **(f)** moveable landscape blocks approximately 18 inches in height from surface grade and 35 feet in length located within the southern portion of the Easement Area, which in no event shall such moveable landscape blocks (or any portion thereof) be located directly above the Grantee Pipeline (collectively, "**Grantor Uses**") or other Grantee infrastructure. Under no circumstances will the Grantor Uses specified include the right to construct any buildings or plant any trees within the Easement Area.

2. Construction of Improvements for Grantor Uses. Grantor shall be solely responsible for: **(a)** constructing and installing the improvements included in the Grantor Uses within the Easement Area; **(b)** timely paying all costs and expenses associated with the construction, installation, repair, and maintenance of such improvements, including but not limited to building plans and specifications, permits, City and/or County fees, and the like; **(c)** procuring all governmental approvals and permits related thereto; and **(d)** cleaning up and maintaining the Easement Area after the completed installation, construction, repair and maintenance, and/or replacement of such improvements. Notwithstanding Grantor's Uses and improvements within the Easement Area, Grantee retains the rights to use the Easement Area as set forth in the Original Easement. Grantor hereby expressly agrees that Grantor shall be solely responsible for any damages, costs, or claims related to the damage or destruction of Grantor's improvements as a result of Grantee operating, maintaining, repairing, and/or reconstructing Grantee Pipeline or other pipeline within the Easement Area permitted by the Original Easement.

3. Damage to Pipeline Because of Improvements. Grantor shall be solely responsible for any and all damages, costs, or claims related to the damage, degraded operability, or destruction of Grantee's Pipeline as a result of Grantor's construction, installation, repair and maintenance, and/or replacement of Grantor's improvements.

4. Grantee's Planned Access to Grantee Pipeline or Other Pipeline Within Easement Area. Grantee or its agents may require access to Grantee Pipeline, or other pipeline or related infrastructure within the Easement Area, for routine and special maintenance and/or repair of such facilities. Such maintenance and/or repair may require removal of improvement(s) provided in Section 1, or other preparation of the area through which Grantee will access Grantee Pipeline or other pipeline or related infrastructure within the Easement Area. Grantee shall provide Grantor with ten (10) days' prior written notice, under Section 6, of such planned maintenance and/or repair that includes the date and time of Grantee's access, as well as the location of Grantee's point of access to the Grantee Pipeline, or other pipeline or related infrastructure within the Easement Area. Grantor may, at its option, remove the improvements affected by Grantee's requested planned access as stated in the written notice. Grantor shall be solely responsible for returning the affected area to the pre-maintenance and/or pre-repair condition at Grantor's discretion. Grantee will use reasonable care when performing the planned maintenance and/or repair on the Grantee Pipeline, or other pipeline or related infrastructure within the Easement Area, but in no event shall Grantee be liable or responsible for any damage or liability whatsoever related to Grantor's improvements, provided Grantee has used reasonable care.

5. Grantee's Immediate Access to Grantee Pipeline or Other Pipeline Within the Easement Area. Circumstances may exist that require Grantee or its agents to immediately access the Grantee Pipeline, or other pipeline or related infrastructure within the Easement Area ("**Exigent Circumstances**") without waiting until expiration of the ten- (10-) day notice period as required by Section 4. Exigent circumstances are those necessary to prevent imminent malfunctions of Grantee Pipeline, or other pipeline or related infrastructure within the Easement Area, or addressing, mitigating, and/or repairing such malfunctions, to protect public health and safety, water supply, and/or the integrity of the Easement Area. In such circumstances, Grantee shall provide the Grantor notice of its entrance and access of the Easement Area under Exigent Circumstances as soon as practicable, but in no event shall such period exceed 72 hours. Grantee will use reasonable care when performing the maintenance and/or repair on the Grantee Pipeline, or other pipeline or related infrastructure within the Easement Area under such Exigent Circumstances, but in no event shall Grantee be liable or responsible for any damage or liability whatsoever related to Grantor's improvements, provided Grantee has used reasonable care.

6. Notice. In the event Grantee needs to repair, replace, or inspect the Grantee Pipeline or other pipeline or related infrastructure that requires any digging or excavation in the Easement Area, Grantee shall provide Grantor ten (10) days' prior written notice, as specified below, prior to conducting any such activity, except in the event of Exigent Circumstances. Should Exigent Circumstances exist, Grantee shall provide Grantor written notice of such activity as soon as reasonably practicable thereafter, but in no event shall such period exceed 72 hours. Notwithstanding the foregoing, Grantee is free to inspect the Easement Area without notice to Grantor as long as Grantee does not conduct any digging or excavation in the Easement Area during such inspection, except in the event of Exigent Circumstances .

Any notice or other communication required to be given under this Amended Easement Agreement shall be in writing delivered to the Parties at the email addresses set forth below, or at any other address that the Parties may direct in writing under this Amended Easement Agreement.

To Grantee: Byron-Bethany Irrigation District  
Edwin Pattison ([e.pattison@bbid.com](mailto:e.pattison@bbid.com))  
7995 Bruns Rd  
Byron, CA 94514

With a copy to:

Somach Simmons &Dunn  
Michael Vergara ([mvergara@somachlaw.com](mailto:mvergara@somachlaw.com))  
500 Capital Mall Suite 1000  
Sacramento, CA 95814

To Grantor: GKG Mountain House Apartments, LLC  
C/o Grupe Properties  
Attn: Mark Fischer  
3255 W. March Lane, Suite 400  
Stockton, CA 95219  
[mfischer@grupe.com](mailto:mfischer@grupe.com)

With a copy to:

The Grupe Company  
Attn: Nelson E. Bahler, Esq.  
3255 W. March Lane, Suite 400  
Stockton, CA 95219  
[nbahler@grupe.com](mailto:nbahler@grupe.com)

7. Modification and Termination. This Amended Easement Agreement may be modified in whole or in part only by a written instrument duly executed, acknowledged, and approved by all parties (or their respective successors and assigns) that is properly recorded in the Official Records of San Joaquin County. Any modification or amendment to this Amended Easement Agreement that causes the termination or elimination of the easement created hereby without the express prior written consent and approval of all parties (or their respective successors and assigns) shall be deemed null and void.

8. Severability. If any provision contained in this Amended Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Amended Easement Agreement shall not be affected thereby, and each covenant, agreement, provision, and/or condition of this Amended Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement. This Amended Easement Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof, and supersedes Grantor's permitted uses as defined in the Original Easement. This Amended Easement Agreement may not be modified, changed, supplemented, superseded, canceled, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties to this Amended Easement Agreement and recorded in the Official Records of San Joaquin County, as provided in Section 7.

10. Counterparts. This Amended Easement Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original; all counterparts shall be taken to be one and the same instrument for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amended Easement Agreement may be detached from any counterpart of this Amended Easement Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amended Easement Agreement identical in form hereto but having attached to it one or more additional signature pages for the purpose of all signatures being attached to one agreement.

**IN WITNESS WHEREOF**, the parties have executed this Amended Easement Agreement as of dates written below.

**“Grantor”**

GKG Mountain House Apartments, LLC,  
a Delaware limited liability company

By: GKG Mountain House Apartment Investors, LLC,  
a Delaware limited liability company,  
its Manager

By: Mountain House Grupe Investors, LLC,  
a California limited liability company,  
its Managing Member

By: Grupe Properties, Inc.,  
a California corporation,  
its Managing Member

By: \_\_\_\_\_  
Nelson E. Bahler  
General Counsel

Date: \_\_\_\_\_, 2023

**“Grantee”**

Byron-Bethany Irrigation District,  
a California Irrigation District

By: \_\_\_\_\_  
Edwin Pattison  
BBID General Manager

Date: \_\_\_\_\_, 2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )SS

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_

*This area for official notarial seal.*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )SS

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_

*This area for official notarial seal.*

## **EXHIBIT A**

### **Grantor Property Legal Description**

All that real property located in San Joaquin County, California, and more particularly described as follows:

PARCEL 2, AS SHOWN ON THE PARCEL MAP PA-1900277, FILED FOR RECORD ON DECEMBER 28, 2021 IN BOOK 27 OF PARCEL MAPS AT PAGE 18, IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

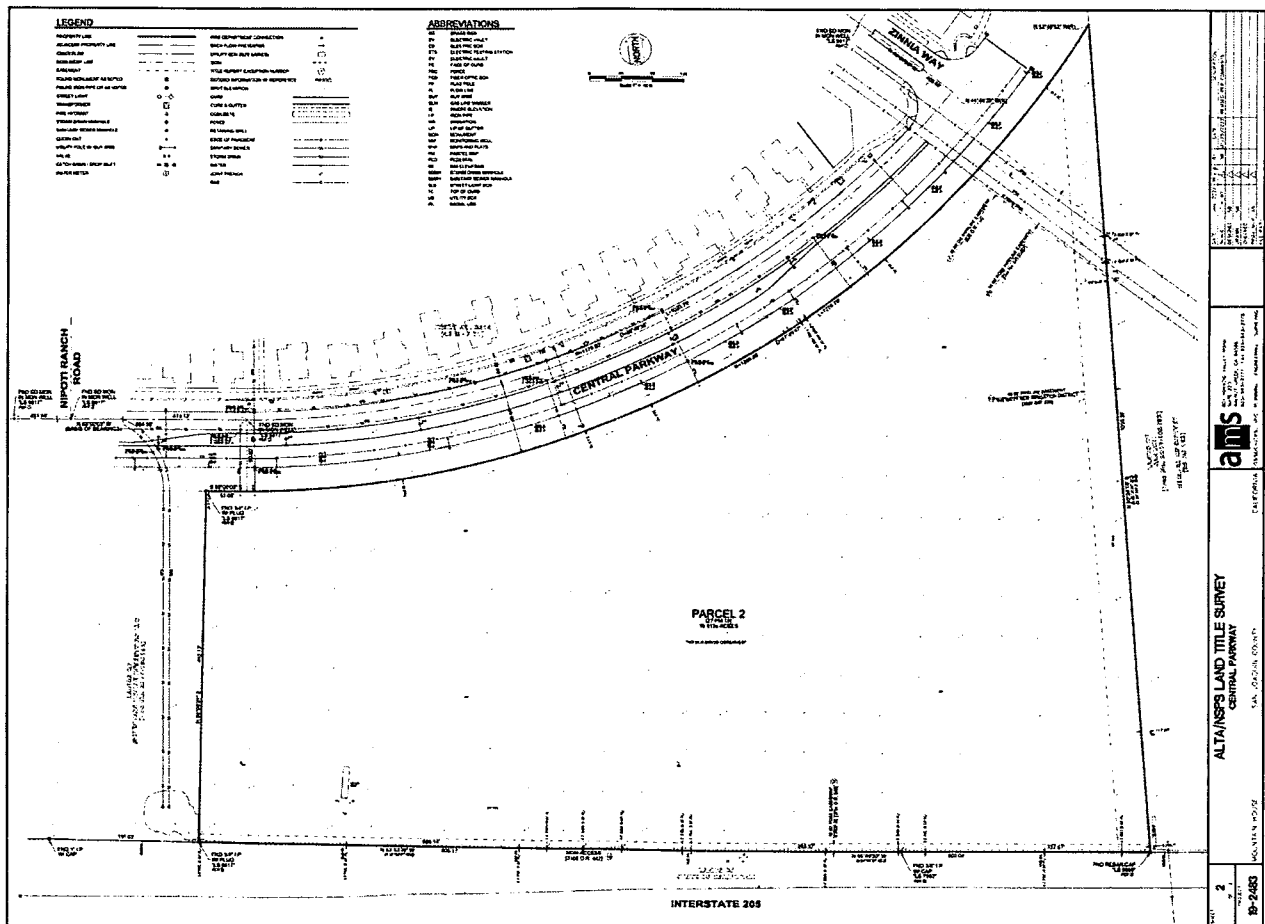
EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALL OIL, GAS AND/OR MINERALS IN AND UNDER SAID LAND AS RESERVED IN A DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVING ASSOCIATION, A NATIONAL BANKING ASSOCIATION, RECORDED MARCH 30, 1936, IN BOOK OF OFFICIAL RECORDS, BOOK 526, PAGE 389, SAN JOAQUIN COUNTY

**EXHIBIT B**

**Original Easement**



## ALTA/NSPS Land Tutle Survey of Grantor's Property vis-à-vis Easement Area



ESCROW NO. 168948

21928 13.8.2-34

GRANT OF EASEMENT

For valuable consideration receipt of which is hereby acknowledged, CHARLES TUSO and VICTORIA TUSO hereby grant to THE WEST SIDE IRRIGATION DISTRICT, a public irrigation district of the State of California, an easement to construct, operate, maintain, repair, reconstruct, alter and flow with water one or more pipelines together with the right to construct, operate, maintain, repair and reconstruct a service road on, over, along and under that certain real property situate in the County of San Joaquin, State of California, more particularly described as follows:

A strip of land 40.00 feet in width, situated in the west-half of Section 21, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, San Joaquin County, State of California, the east line is more particularly described as follows:

Beginning at a point on the North-South mid-section line of Section 21, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, which point bears S 0° 34' 18" W a distance of 988.45 feet from the North Quarter corner of said Section 21; thence describing the East line, S 0° 34' 18" W along the north-south mid-section line a distance of 1804.07 feet to the northerly right of way line of Interstate Highway Route 205. Containing 1.657 acres, more or less.

Grantors agree that no permanent buildings or other structures shall be constructed upon the above described property, and no trees shall be planted thereon. Grantors further agree that no other pipelines, electrical conduits or cables, power or telephone lines, ditches or similar structures or works shall be constructed or installed on the lands covered by this easement without the prior written consent of Grantee or its successors.

Dated this 27th day of July, 1975.

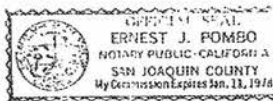
Charles Tuso

Victoria Tuso

21928	at 3a min. past 10 A.M.	MAY 14 1975
Recorded at request of FIRST STOCKTON LIFE COMPANY		
Official Records Of	BOOK 3982	PAGE 235
Fees \$ 2.00	JAMES M. JOHNSTONE, County Recorder	

STATE OF CALIFORNIA,  
County of San Joaquin

On this 28th day of February in the year one thousand nine hundred and seventy five  
before me, Ernest J. Pombo, a Notary Public,



P. O. Box 405, Tracy, CA. 95376

State of California, duly commissioned and sworn, personally appeared  
Charles Tuso, Victoria Tuso

known to me to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the County of San Joaquin the day and year in this  
certificate first above written.

NOTARY SEAL

Ernest J. Pombo

Notary Public, State of California.  
My Commission Expires 800r 3982 PAGE 236 CONTINUED

ACCEPTANCE OF GRANT BY  
THE WEST SIDE IRRIGATION DISTRICT

This is to certify that pursuant to the authority granted  
by resolution of the Board of Directors of The West Side Irrigation  
adopted May 12th, 1975, I hereby accept the  
attached Grant of Easement on behalf of The West Side Irrigation  
District and consent to its recordation

Faye M. Giffen  
Faye M. Giffen, Secretary  
The West Side Irrigation District

RESOLUTION

BE IT RESOLVED by the Board of Directors of THE WEST SIDE IRRIGATION DISTRICT that Faye M. Giffen, secretary of this District, is hereby authorized to accept on behalf of the district Grants of Easement from CHARLES & VICTORIA TUSO, CHARLES & MARGARET SHATAPUNE, CARL & KILIANETH HOLLINGER, WOODWARD & KROG, a co-partnership, and DENNIS L. BIER, ETAL, which Grants of Easement convey rights of way to the district for a pipeline construction project, and Faye M. Giffen is also authorized to consent to the recordation of said Grants of Easement.

\*\*\*\*\*

CERTIFIED a true and correct copy of a Resolution adopted by the Board of Directors of The West Side Irrigation District, at a special meeting held May 12th, 1975.

*Faye M. Giffen*  
Faye M. Giffen, Secretary  
THE WEST SIDE IRRIGATION DISTRICT





## RESOLUTION NO. 2023-10

### ESTABLISHMENT OF CONSUMPTIVE BASED WATER RATES AND OPERATION & MAINTENANCE (O&M) CHARGES FOR 2023 (REVISED)

**WHEREAS**, the Board of Directors of BYRON-BETHANY IRRIGATION DISTRICT has the authority to establish rates and charges for the operation of the DISTRICT;

**BE IT RESOLVED**, the Board hereby orders the following rates and charges for 2023:

- Byron & Bethany Agricultural Service Areas Agricultural Water Rate, with a minimum charge of one acre-foot per turn-on .....\$65.00 per acre-foot;
- Out of District Byron & Bethany Service Area Agricultural Water Rate ....130.00 per acre-foot;
- West Side Service Area Agricultural Water Rate, with a minimum charge of one acre-foot per turn-on.....\$85.00 per acre-foot;
- West Side Service Area Agricultural Water Rate (Detached Lands) .....\$115 per acre-foot;
- Out of District West Side Service Area Agricultural Water Rate .....\$170.00 per acre-foot;
- Industrial Raw Water Rate for sand-mining purposes, within the Byron Service Area.....\$95.00 per acre-foot;
- Wheeling Fees, both surface and groundwater all Service Areas .....\$65.00 per acre-foot;
- Annual Flat Rate Water Service Charge (Interruptible), within the Byron & Bethany Agricultural Service Areas, based on 2 acres or less .....\$120.00 per year;
- Annual Flat Rate Water Service Charge (Interruptible), within the West Side Service Area, based on 2 acres or less.....\$500.00 per year;
- Construction Water.....\$7.00 per unit (3500 gallons)  
Within the Central Valley Project Service Area the USBR & SLDMWA rates apply;
- Byron & Bethany Service Area Water Availability/Stand-by Charge.....\$8.00 per acre;
- West Side Service Area Water Availability/Stand-by Charge .....\$25.00 per acre;
- Category 1 O&M Charge (Central Valley Project Service Area).....\$5.15 per acre;

- Category 2 O&M Charge (Central Valley Project Service Area).....\$66.00 per acre;
  - Category 3 O&M Charge (Central Valley Project Service Area).....\$145.50 per acre;  
(Applicable rates and charges of the Bureau of Reclamation and San Luis Delta-Mendota Water Authority, including the Authority membership assessment, shall constitute the per acre-foot water charge within the Central Valley Project Service Area.)
  - Central Valley Project Service Area Agricultural Rate.....\$182.58 per acre-foot;
  - Central Valley Project Service Area Municipal & Industrial Rate.....\$224.01 per acre-foot;
  - Central Valley Project Service Area Musco Olive Rate.....\$224.04 per acre-foot;
- (CVP rates include assessments for the San Luis & Delta Mendota Water Authority, WIIN Act bond repayment, a portion of BBID overhead, and USBR charges)
- Municipal and Industrial Wholesale Water Rates for RWSA1 and RWSA2 will be approved by separate Resolutions.

**PASSED, APPROVED, AND ADOPTED** at a Regular Board Meeting of the BYRON-BETHANY IRRIGATION DISTRICT, Board of Directors on 19 April 2023 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

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Mr. Timothy Maggiore, President

Secretary's Certification

I, Ilona Ruiz, Board 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 19 April 2023, 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, Board Secretary





# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON

DATE: April 19, 2023

SUBJECT: Mountain House Community Services District Wholesale (Raw Water Service Area 1) Raw Water Rate Increase

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## RECOMMENDATION

Approve the increased wholesale raw water rate of \$192.67 per acre-foot for Mountain House Community Services District (MHCSD), which comprises Byron-Bethany Irrigation District's (District) Raw Water Service Area 1 (RWSA1). The current MHCSD raw water rate is approximately \$149 per acre-foot.

## DISCUSSION

The Water Service Agreement between the District and MHCSD (Agreement) provides various criteria on which the District will establish the rates and charges for the untreated raw water the District provides to MHCSD and which the District diverts and conveys under its pre-1914 appropriative water right. In February and March 2023, as a component to the 2023 budget, Hazen and Sawyer conducted a cost-of-service (COS) study and prepared a Memorandum Regarding Cost of Service Based Updated Water Rate for MHCSD (Memorandum), using the criteria in the Agreement, to recommend a per-acre-foot water rate for the untreated raw water the District provides to MHCSD. The cost of service for MHCSD is \$280.07.

BBID staff recently met with MHCSD staff to discuss the current MHCSD wholesale water rate, the 2023 rate proposal, and review the COS study and shared with MHCSD that the last wholesale water rate increase occurred in 2014 while District expenses are up across all funds. Per industry engineering standards for properly managing water enterprise funds, revenues should equal the combination of operations and maintenance and capital improvement expenses. Based on this meeting, BBID learned that MHCSD is in year two of a five-year rate plan to cover treated water costs for its water ratepayers, and therefore, is currently limited in

its ability to absorb a rate increase covering the District's entire cost of service to MHCSD without triggering MHCSD's engagement in the Proposition 218 rate increase process. Recognizing both that an unforeseen Proposition 218 rate increase process will be a burden on MHCSD, and recognizing the collaborative relationship between the District and MHCSD, the proposed rate is one-third of the difference between MHCSD's current rate and the District's COS to MHCSD, as specified in the Memorandum. The District anticipates increasing the MHCSD rate over the next two years to bring MHCSD's water rate in alignment with the District's COS to MHCSD, and at the request of MHCSD staff, BBID staff will hold a series of meetings to discuss rates, and the COS study.

### **BACKGROUND**

The District and MHCSD authorized the Agreement in 1993, which was not fully executed until 1996. To date, there are two amendments to the Agreement, both of which were executed in 2008. The first amendment is not applicable to setting water rate charges. The second amendment increased the annual raw water supply from 9,413 acre-feet per year to 9,813 acre-feet per year.

### **FISCAL IMPACT**

Increasing the wholesale water rate charged to MHCSD will result in nearly \$200,000 per year of additional rate revenue and more closely align rate revenue with actual water enterprise cost, i.e., reduce the current water rate subsidy to MHCSD.

### **ATTACHMENTS**

**Resolution No. 2023-11:** A Resolution of the Board of Directors of Byron-Bethany Irrigation District Authorizing Adoption of Wholesale Raw Water Charge for Raw Water Service Area 1 Under Water Service Agreement with Mountain House Community Services District.



**RESOLUTION NO. 2023-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF BYRON-BETHANY IRRIGATION DISTRICT  
AUTHORIZING ADOPTION OF WHOLESALE WATER CHARGE  
FOR RAW WATER SERVICE AREA 1 UNDER WATER SERVICE  
AGREEMENT WITH MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT**

**WHEREAS**, the Board of Directors ("Board") of Byron-Bethany Irrigation District ("District") has the authority to establish rates and charges for the operation of the District;

**WHEREAS**, under a letter agreement dated August 18, 1989 ("Letter Agreement") between the District and Trimark Communities ("Trimark"), the District agreed to cooperate with Trimark to develop a water supply for the planned Mountain House Community, subject to the District's rules and regulations adopted under the Water Code;

**WHEREAS**, on August 31, 1993, the District and Mountain House Community Services District ("MHCS D") authorized a Water Services Agreement ("Agreement") specifying the rights and obligations regarding the water service relationship between the District and MHCS D, as well as agreeing to cooperate in the future annexation of additional property within the Mountain House Community Project Area to the District's boundaries, an executed copy of which is attached hereto as **Exhibit A**;<sup>1</sup>

**WHEREAS**, the District executed the Agreement on or about September 7, 1993, and MHCS D executed the Agreement on or about May 26, 1996;

**WHEREAS**, as detailed in the Agreement, on February 25, 1993, San Joaquin County approved, by Resolution No. 93-110, General Plan Amendment No. GP-92-09 which added the then-new community of Mountain House and changed the land use designation of 4,667 acres from general agricultural to a variety of generalized urban land use designations, thereby enabling the phased development of such acreage to become the Mountain House Community;

**WHEREAS**, under Section 3.1 of the Agreement, the District agrees to provide the Mountain House Community Project Area an annual raw water supply of 9,413 acre-feet, based on the annual quantity of water both that the District historically supplied, conveyed and distributed, and which the landowners within the land comprising Mountain House Community Project Area annually consumed between 1976 and 1991;

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<sup>1</sup> The Letter Agreement is appended to the executed Agreement as an original Exhibit thereto.

**WHEREAS**, the District refers to the Mountain House Community Project Area as Raw Water Service Area 1;

**WHEREAS**, Section 5.0 of the Agreement expressly states that the water service provided to the District's "agricultural landowners and water users shall not be impaired or impeded by the terms and provisions of this agreement";

**WHEREAS**, MHCSO treats the raw water the District provides so it becomes potable, and then distributes such potable water throughout Raw Water Service Area 1 for municipal, industrial, and domestic uses;

**WHEREAS**, the raw water the District provides to MHCSO under the Agreement is currently MHCSO's sole water supply;

**WHEREAS**, Section 9.0 of the Agreement authorizes BBID to, from time to time, establish rates and charges for water services provided to MHCSO, in addition to monthly standby or water availability charges, all of which require approval by the District Board in an adopted resolution;

**WHEREAS**, MHCSO and the District amended the Agreement twice, once on August 8, 2008 ("Amendment No. 1") to include provisions regarding MHCSO's construction of certain facilities and the rights to use such facilities, and again on October 28, 2008 ("Amendment No. 2"), both of which are attached hereto as **Exhibit B**;

**WHEREAS**, Amendment No. 2 states that the District determined an additional 400 acre-feet of raw water was available to provide to MHCSO, such that the District agreed to provide MHCSO a raw water supply of 9,813 acre-feet each year;

**WHEREAS**, using the numerous rate and cost bases provided in Section 9.0 of the Agreement, which neither Amendment No. 1 nor Amendment No. 2 modify, Hazen and Sawyer conducted a study and prepared a Cost of Service Based Water Rate Memorandum ("Memorandum") recommending a per-acre-foot rate for MHCSO to pay the District to cover the costs the District incurs providing raw water service to MHCSO, a copy of which is attached hereto as **Exhibit C**;

**WHEREAS**, as stated in the Memorandum Hazen and Sawyer calculate MHCSO's current water rate at \$280.07 per acre-foot ("Cost of Service Rate"); and

**WHEREAS**, MHCSO is currently limited in its ability to absorb a rate increase to the Cost of Service Rate without triggering MHCSO engagement in the Proposition 218 rate increase process. Recognizing both that an unforeseen Proposition 218 rate increase process may be an unanticipated burden on MHCSO, and recognizing the collaborative relationship between the District and MHCSO, the District proposes MHCSO's 2023 water rate be \$192.67 ("Proposed Water Rate"), which is approximately one-third of the difference between MHCSO's current water rate and the Cost of Service Rate calculated by Hazen and Sawyer. The District anticipates subsequent annual increases to the Proposed Water Rate over the next two years to bring MHCSO's water rate in alignment with the District's cost of service to MHCSO.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Byron-Bethany Irrigation District as follows:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The Memorandum is in substantially the same form presented to the Board and on file with the Secretary to the Board.
3. The Board approves the MHCSD Water Rate of \$192.67 per acre-foot, which shall be effective immediately and in effect until rescinded or revised by subsequent Board resolution.
4. The General Manager, BBID staff, and General Counsel are authorized and directed to take all additional actions necessary or appropriate to carry out the intent of this Resolution and ensure that the District receives payment of all MHCSD Water Rates from MHCSD, as provided in the Agreement.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Board of Directors of Byron-Bethany Irrigation District on April 19, 2023, by the following vote:

Ayes:

Noes:

Abstained:

Absent:

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Mr. Timothy Maggiore, President

Secretary's Certification

I, Ilona Ruiz, Board 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 April 19, 2023, 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, Board Secretary

**EXHIBIT A**  
**District-MHCSD Water Services Agreement**

**EXHIBIT B**  
**Amendments to Water Services Agreement**

**EXHIBIT C**  
**Hazen and Sawyer Memorandum**



WATER SERVICES AGREEMENT BETWEEN  
BYRON-BETHANY IRRIGATION DISTRICT AND  
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRI

~~COPI~~  
~~ORIGINAL~~

THIS AGREEMENT is made and entered into between Byron-Bethany Irrigation District operating under and by virtue of Division 11 of the California Water Code (hereinafter called "BBID"), and the Mountain House Community Services District organized and existing under and pursuant to Title VI, Division 3 of the California Government Code (hereinafter called "MHCS").

NOW, THEREFORE, the undersigned parties agree, for full and valuable consideration, the receipt of which is hereby acknowledged as follows:

RECITALS

This agreement is made with reference to the following facts and conditions which the parties hereto agree are a true and accurate description of the basis upon which this agreement is made:

A. WHEREAS, BBID originally claimed water flowing in Old River, at the point where the west bank of Old River intersected the south bank of a branch or channel making south from said Old River and designated as "Italian Slough" which water flows extended to the use of 40,000 miner's inches measured under a 4-inch pressure and continues to divert said water flows pursuant to a "Notice of Appropriation of Water" dated May 18, 1914, and executed by the president and secretary of the then Byron-Bethany Irrigation Company, predecessor in interest to BBID. A copy of that Notice is attached to this agreement as Exhibit "A" and made a part hereof; and

B. WHEREAS, BBID subsequently entered into a contract with the State of California in 1964 to avoid condemnation proceedings proposed to eliminate a portion of BBID's S-45 Lateral Canal by construction and installation of the Intake Channel to the Harvey O. Banks pumping plant; and

C. WHEREAS, a copy of BBID's agreement with the State of California altering its original point of diversion pursuant to Water Code Section 1706 is attached hereto labeled Exhibit "B" and made a part hereof; and

D. WHEREAS, BBID currently provides water services primarily for agricultural purposes but is servicing lands within its boundaries which are susceptible to irrigation but the intent of which are to be used for residential, domestic and business purposes pursuant to Water Code Section 20702; and

E. WHEREAS, Water Code Section 22264 anticipates that domestic water service may be provided by an agricultural water services district; and

F. WHEREAS, BBID proposes to become one of numerous irrigation districts in California to provide water for domestic, municipal and industrial purposes as well as agricultural purposes; and

G. WHEREAS, BBID has the right to deliver water for domestic, municipal and industrial purposes pursuant to Water Code Sections 22075 and 22076 as these functions were taken from Section 15(b) of the California Irrigation District Act which preceded the California Water Code and expressly provided for distribution of water for domestic purposes; and

H. WHEREAS, on February 25, 1993, San Joaquin County approved General Plan Amendment Number GP-92-09 by Resolution 93-110 which changed 4,667 acres from general agricultural to a variety of urban land use designations that would enable the ultimate development of those lands into the Mountain House New Community; and

I. WHEREAS, BBID agreed to cooperate and supply raw water to the Mountain House New Community consistent with the terms and provisions of a letter dated August 18, 1989, a copy of which is attached hereto as Exhibit "C" and made a part hereof; and

J. WHEREAS, development of the Mountain House New Community will be phased over an approximate period from 1994 to 2030. During different periods throughout the phased development there will be land remaining in agricultural production, land utilizing water supplies for domestic, municipal and industrial purposes, and land under development utilizing no water supplies but needing water availability; and

K. WHEREAS, MHCSO proposes to construct necessary facilities and obtain necessary rights of way subject to the approval and subsequent transfer of facilities and rights of way to BBID to divert and convey a raw water supply which will be supplied by BBID to the Mountain House New Community at MHCSO's water treatment plant facilities and/or raw water storage facilities.

#### 1.0. RECITALS.

The recitals contained herein are an integral part of this agreement.

#### 2.0. DEFINITIONS.

2.1. Agricultural Use: The use of water primarily in the production of agricultural crops or livestock including, but not

limited to, domestic use incidental to such agricultural purposes and the use of water for livestock.

2.2 Bankhead Agreement. That agreement dated July 31, 1967, between BBID and Bankhead Enterprises, Inc., granting BBID the right to utilize Mountain House Creek for irrigation surface drainage, as well as the burden for maintenance of said creek.

2.3. BBID: Including any lands which may hereafter be included within BBID.

2.4. BBID Facilities: Conduits, pipes, pumps and other works owned or controlled by BBID and used by BBID to convey water to or drain water from lands whether inside or outside of BBID.

2.5. BBID Water Supply: All water available to or received by BBID, including pre-1914 riparian and post-1914 water rights and water available to BBID from any other source.

2.6. Development: Any stage of growth within the Mountain House Area which growth causes or participates in causing an alteration in BBID water flows changing the direction or altering the course of irrigation and/or drainage waters within BBID lands not situated within the Mountain House Project Area.

2.7. Diversion Agreement: BBID'S right to divert water from the Harvey O. Banks Intake Channel to the California Aqueduct pursuant to written Agreement No. 353311 with the State of California Department of Water Resources dated May 4, 1964.

2.8. MHCSD: The boundaries and sphere of influence of which are more particularly shown on the map attached as Exhibit "D" including any lands which may hereafter be included in MHCSD.

2.9. MHCSD Service Facilities: Facilities to be constructed to provide water service for municipal, industrial and domestic use to the Mountain House Project Area, including, but not limited to, pipelines, pumps, water treatment plant and raw water storage facilities.

2.10. Mountain House Project Area: That land included within San Joaquin County General Plan Amendment Number GP-92-09 as approved on February 25, 1993, by Resolution 93-110, plus those incidental areas to be included within the master plan of the Mountain House Community, the boundaries of which are designated on a map attached as Exhibit "E".

2.11. Municipal, Domestic and Industrial Use: The use of water for other than agricultural use.

2.12. Non-BBID: Water available to MHCSD from sources other than BBID water supply, including, but not limited to,



riparian water rights.

2.13. Pre-1914 Water Right: BBID'S right to water pursuant to a "Notice of Appropriation of Water" dated May 18, 1914 and executed by the president and secretary of the Byron-Bethany Irrigation Company, predecessor in interest to BBID.

2.14. Unallocated Water: BBID water supply which is available to the Mountain House Project Area pursuant to this agreement which is not utilized for agricultural, domestic, municipal or industrial use.

### 3.0. WATER SERVICE:

3.1. Quantity of Water: During the term of this agreement and otherwise to its then certain current rules and regulations, the provisions of this agreement, and existing California statutory law set forth in the California Water Code, BBID shall provide a quantity of water sufficient to provide treated water service up to and including the same amounts as historically supplied land provided by BBID within the Mountain House Project Area. BBID's pre-1914 water right is to the use of water flowing to the extent of 40,000 miner's inches measured under a 4-inch pressure but actual use within the Mountain House Project Area currently within BBID has ranged from 5,900 to 10,100 acre-feet actually for the period 1976 through 1991, a period considered representative of historic hydrologic and climate conditions. Because of the need for a certainty of the right to water in developing a municipal, domestic and industrial water supply, the parties hereto have agreed for contracting purposes to utilize the average annual water conveyed to, distributed and consumed within the Mountain House Project Area currently within BBID from the period between 1976 and 1991 which is 9,413 acre-feet per year. Such water conveyed to, distributed and consumed within the Mountain House Project Area includes, but is not limited to, conveyance losses or line losses such as evaporation and seepage. The water allocated to MHCSO pursuant to this agreement will be measured at BBID's diversion pumps within the intake facilities which additional pumping facilities are to be constructed and conveyed to BBID by MHCSO as described in paragraph 6.1.

### 3.2. Increased Water Allocation to MHCSO:

3.2.1. Additional Water Use: Should BBID determine at any time that water in excess of the 9,413 acre-feet is available within the District to be served and delivered to MHCSO, MHCSO may be entitled to take any such additional water which can be put to beneficial use within the Mountain House Project Area within BBID after first receiving approval and consent of the District to water service pursuant to the then existing District rules and regulations and otherwise subject to the terms and conditions of this agreement.

3.3. Non-Availability of Water: MHCSO has requested, received and reviewed the pleadings, papers, records and other documents generated in Sacramento County Action No. 282495 and San Francisco County Action No. 765609 entitled State of California vs. Byron-Bethany Irrigation District, et al., which action was filed on or about June 26, 1979 and was subsequently dismissed in or about December, 1986. MHCSO is satisfied with their review of the above materials and agrees to indemnify BBID from any and all claim, liability, loss, cost or expense incurred or suffered by MHCSO, their landowners, customers or water users by virtue of the non-existence or diminished water supplies promised in this agreement by the action of the State of California or the United States Government.

#### 4.0. ANNEXATIONS.

BBID agrees to cooperate with MHCSO seeking the annexation of approximately 638 acres of property within the Mountain House Project Area without an alternative source of water supply, subject to the approval and imposition of such terms and conditions as the Board of Directors of BBID deems appropriate. It is contemplated by the parties that the landowners of approximately 175 of those acres will petition BBID immediately for annexation. It is also contemplated that additional lands which are currently within the Mountain House Project Area, but not within the boundaries of BBID, may petition to be annexed into BBID at some time in the future subject to the approval of BBID's Board of Directors, the appropriate Local Agency Formation Commission, and the terms and provisions of this agreement.

#### 5.0. LEVEL OF WATER SERVICE.

The parties agree that it is their intent to insure that the existing level of service to BBID's agricultural landowners and water users shall not be impaired or impeded by the terms and provisions of this agreement as determined by BBID's Board of Directors.

#### 6.0. WATER SERVICE FACILITIES.

By this agreement, including any action which may be taken under the terms and provisions of this agreement, BBID does not grant, transfer, or assign to MHCSO any interest in its water entitlement, water contracts or rights to receive water or any expectancy to said rights in regard to water or the water supply held by or anticipated to be held by BBID. MHCSO covenants that it shall take no action or make any claim that it is directly or indirectly entitled to any amounts of water which are otherwise available to BBID except as otherwise provided in the terms and provisions of this agreement and in this paragraph and its various subparagraphs. In order to take delivery of water from BBID for municipal, industrial and domestic use, MHCSO shall construct,

install, and, where indicated, transfer the following facilities:

6.1. Intake Facilities: MHCSO will construct a pump house, pumps and appurtenant facilities within BBID's diversion easement or a new diversion easement on the Intake Channel pursuant to the 1964 agreement with the State of California attached hereto as Exhibit "B". BBID shall select the location of the diversion easement on the intake channel subject to approval of the Department of Water Resources. The facilities constructed by MHCSO will be adjacent to but independent of BBID's existing pumping facilities. Facilities constructed by MHCSO will divert water into a raw water conveyance pipeline designed to convey and transmit the water to MHCSO treatment plant facilities and/or raw water storage facilities. BBID shall attempt to obtain permission from the Department of Water Resources for the construction, installation, transfer and subsequent operation of MHCSO facilities within BBID's diversion easement, or a new diversion easement, with the State of California. All facilities constructed by MHCSO pursuant to the provisions of this subparagraph shall be first approved in writing by BBID, and MHCSO shall compensate District for all plan check, inspection and approval services which are contemplated to be performed by BBID's engineers, CH<sub>2</sub>M Hill. BBID's acceptance of payment for service performed is not a warranty or guarantee by BBID of proper design or proper specifications of materials or construction. Such payment shall include receiving the consent and approval of Department of Water Resources for construction, installation, transfer and subsequent operation of both BBID and MHCSO facilities set forth herein within BBID's diversion easement with the State of California. Additionally, upon completion of the pump house, pumps, appurtenant facilities and conveyance pipeline described in paragraph 6.2 below in a manner meeting BBID's approval, MHCSO shall convey all of said facilities and title thereto free and clear of all liens, encumbrances and expense to BBID by such form of conveyance and documents as deemed necessary by BBID.

6/10/64  
6/10/64

6.2. Conveyance Pipeline: MHCSO will construct a water conveyance pipeline along one of the alternate routes set forth in the map attached as Exhibit "F" after first receiving written approval of the alternate route from BBID. MHCSO is not acting as a contractor, agent, official or representative of BBID in constructing either the raw water conveyance pipeline or any of the facilities and appurtenances thereto provided and set forth in paragraph 6.1. This agreement simply provides for the construction, installation, ownership and operation of such water system and facilities. BBID's approval of the route of raw water conveyance, pipeline, pumps, pumping facilities and other appurtenances thereto shall not be deemed as a warranty or guarantee by BBID of proper design and of proper specifications of materials or construction. BBID specifically relies upon the design and specifications as prepared or caused to be prepared by MHCSO as being in accordance with the conditions of the geography

and as having specific materials and equipment of the highest practicable quality and character.

6.3. Treatment Plant and Raw Water Storage Facilities: MHCSO will construct a water treatment plant and appurtenant facilities within the Mountain House Project Area at one of the alternative locations described on the map attached as Exhibit "F". Additionally, MHCSO acknowledges that BBID may have a right to store its pre-1914 water, which may be utilized by MHCSO as an overall component of its water supply system. MHCSO agrees that it will provide for storage of raw water as a component of its water service facilities as required by local, state and federal laws and regulations.

6.4. BBID Cooperation: Agrees to cooperate with MHCSO to obtain approvals which may be required for construction and operation of water service facilities as set forth in paragraphs 6.0 Through 6.3. BBID shall be indemnified by MHCSO for all costs incurred for such cooperation. MHCSO shall have the right to utilize the water service facilities for conveyance of non-BBID water, pursuant to the terms and provisions of this agreement.

#### 7.0. NON-INTERFERENCE.

MHCSO shall take all steps necessary to protect BBID facilities during construction, operation, maintenance, repair and replacement of proposed water service facilities described in paragraphs 6.0 through 6.3 and shall insure that irrigation and drainage to all lands within BBID shall be maintained at the level of service delivered by BBID prior to the execution of this agreement. Should that level of water service be disturbed by activities associated with construction, installation, repair or replacement of water service facilities as determined by BBID's Board of Directors, MHCSO shall make any necessary arrangements for water supply and drainage to any lands within BBID which are severed from remaining lands within BBID by development within the Mountain House Project Area currently within BBID.

7.1. Drainage Responsibility: As lands within Mountain House are removed from irrigation and developed for non-agricultural uses, MHCSO shall assume the responsibility for drainage of those lands in accordance with the law. Upon assumption of such drainage responsibilities by MHCSO to the satisfaction of BBID. BBID shall quit claim and/or assign to MHCSO any and all easements, contracts and other interests in land which are no longer required to provide drainage services. In that regard, MHCSO shall indemnify and hold harmless BBID, its directors, officers, officials, employees, agents and independent contractors from any and all liability to any third party, arising directly or indirectly, from any act or omission or alleged act or omission arising from the performance or failure to perform any duty or obligation arising out of or in connection with the

provision of the drainage obligations set forth in this subsection; which indemnification includes, but is not limited to, all expenses, attorney fees and other costs.

7.2.1. Agricultural Drainage and Mountain House Creek: BBID agrees to continue to provide agricultural drainage as required by law, to lands within Mountain House which remain under agricultural irrigation provided that the Bankhead Agreement shall be assigned to and become the responsibility of MHCSO as of the date of execution of this agreement. To the extent that the development and/or development activities within MHCSO increase the burden on BBID to maintain the level of drainage services provided by BBID prior to execution of this agreement, MHCSO shall provide the additional services required. MHCSO hereby grants to BBID the right to use Mountain House Creek from Alameda County to Old River, or an alternate water course as determined mutually by MHCSO and BBID, for discharge of agricultural drainage water and current flood flows. MHCSO agrees to reasonably maintain Mountain House Creek within San Joaquin County as a natural drainage channel as required for the purposes described herein.

7.3. Waste Water: MHCSO will not utilize treated waste water for agricultural irrigation purposes within the boundaries of BBID without the prior written consent of BBID. For purposes of this subsection, agricultural irrigation shall not include application of treated waste water for municipal irrigation, including, but not limited to, golf courses, municipal landscaping, median strips, or wetlands maintenance.

#### 8.0. WATER DELIVERY.

Water utilized by MHCSO for municipal, domestic and industrial use shall be delivered by BBID through the pumping facilities and conveyance line identified in paragraphs 6.0 through 6.2 all to be constructed within BBID's diversion easement acquired and to be acquired rights of way. Water utilized within the Mountain House Project Area currently within BBID for agricultural use shall be delivered through BBID facilities and be subject to the then current District rules and regulations adopted by BBID pursuant to Water Code Section 22257.

#### 9.0. ESTABLISHMENT OF RATES AND CHARGES FOR WATER SERVICES.

BBID shall from time to time establish by resolution adopted by its Board of Directors, such rates, charges and levees sufficient to provide for the cost of all operation, maintenance, repairs, water supplies or materials together with reasonable reserves for operation, maintenance, repair and replacement of facilities, accounts for depreciation and sinking funds, together with funds for rehabilitation or expansion of existing pumping and conveyance facilities and acquisition of further facilities as may be needed in the determination of BBID to divert water for



municipal, industrial and domestic uses to MHCSO. Quantities of water diverted by BBID for the benefit of MHCSO shall be determined by meters installed on the pumps constructed and installed as provided in paragraph 6.1 above. All metering and other measuring devices constructed and installed shall be performed by MHCSO at their cost subject to the approval of BBID. Non-BBID water which is diverted through the pumping and conveyance line facilities shall be subtracted from the total quantity of metered water delivered to MHCSO provided that if such nonmetered water is owned by MHCSO and conveyed at MHCSO's request, MHCSO shall pay BBID a charge for wheeling water through BBID facilities for the benefit of MHCSO in an amount to be determined at the time of MHCSO's request for delivery of non-BBID water.

9.1. Standby and/or Water Availability Charge Pursuant to Water Code Section 22280: MHCSO shall pay standby and/or water availability charges to BBID. The initial charge shall be determined by the Board of Directors based upon 9,413 acre-feet of water made available to MHCSO for municipal, industrial and domestic use. The standby charge shall be in the nature of a charge to the entire Mountain House Project Area within the boundaries of BBID. The standby and/or water availability charge shall be determined by BBID's Board of Directors pursuant to its then current District rules and regulations and paid monthly by MHCSO with payments due BBID on the first day of each and every month. The water availability and/or standby charge payment shall be due BBID thirty (30) days following construction and installation of the water service facilities including the conveyance line as described in paragraphs 6.0 through 6.2 herein. The Mountain House Project Area shall have direct access to the water service facilities and conveyance line described in paragraphs 6.0 through 6.2 upon completion of construction; therefore, the pumping facilities and conveyance water line can provide services from BBID owned, operated, maintained and repaired facilities which facilities will or may be under permit from the Department of Public Health of the State of California or a county department of public health permit provided under the applicable provisions of the Health and Safety Code of the State of California or other applicable regulations and licensing facility for the service of water for human consumption.

10.0. FULL BENEFICIAL USE.

10.1. Water Use: The water supply made available pursuant to this agreement may be used in the Mountain House Project Area currently within BBID for agricultural, domestic, municipal and/or industrial uses. Additionally, the water supply made available pursuant to this agreement may be used for any other purposes set forth below. MHCSO reserves the right to determine the method of distributing water within the boundaries of MHCSO provided that such water is not distributed and/or used outside the boundaries of BBID without first receiving a determination from

BBID's Board of Directors that such waters are surplus to the needs of landowners and water users within BBID pursuant to the then current rules and regulations and applicable provisions of the California Water Code and/or existing law. MHCSO and BBID shall mutually determine whether or not any action is required to be brought by the District or desired in Superior Court or before the State Water Resources Control Board in order to confirm any change or expansion in use of the water supplies made available to MHCSO pursuant to the terms and provisions of this agreement. MHCSO shall bear all costs of proceeding with any such actions.

10.2. Phased Development of Mountain House: MHCSO and BBID understand and agree that there will be years during the term of this agreement when the full amount of water allocated to MHCSO pursuant to this agreement cannot be used within Mountain House. MHCSO understands that BBID's water rights were acquired and are operated and utilized for the full benefit of landowners and water users within the boundaries of BBID and that BBID's Board of Directors will put MHCSO's unallocated or unused water to beneficial use in the Board's discretion pursuant to then current rules and regulations and California law.

11.0. EFFECTIVE DATE.

This agreement shall become effective upon the date of the signature of the last signing party. It is contemplated that there may be some delay in time between the signature of BBID and that of MHCSO; therefore, the execution of this agreement by BBID is understood to be the extension of an irrevocable offer restricted to the terms and provisions set forth in this document. The irrevocable offer extended by BBID is supported by payment of Ten Thousand Dollars (\$10,000.00) cash monies annually as of the date this agreement was authorized and approved for execution by BBID; i.e., August 31, 1993, provided that should MHCSO sign this agreement prior to the expiration of this irrevocable offer; option monies due and payable to BBID shall be prorated over 365 days. Additionally, should this agreement not be executed by MHCSO on or before the third anniversary of the authorized signature of BBID; i.e., August 31, 1993, then this irrevocable offer to perform by BBID shall be of no further force and effect regardless of the signature of MHCSO, unless subsequently reinstated or ratified by BBID. Notwithstanding section 22 of this agreement, the landowners within the proposed boundaries of the MHCSO including, but not limited to, the developer, Trimark Communities, a California general partnership, shall be third party beneficiaries to this agreement and shall be entitled to enforce the offer which this agreement constitutes upon execution by BBID until formation of the MHCSO or expiration of the offer. Provided further that the developer, Trimark Communities, owning approximately 1,200 acres of real property within proposed MHCSO, shall be responsible for payment of the consideration for the option as provided above. The standby charge and/or water availability charge described in

paragraphs 9 through 9.1.1 shall become effective as described in paragraph 9.1 above. Prior to that time, service within the entire Mountain House Project Area currently within BBID shall continue for agricultural use subject to the then current existing rules and regulations of BBID, and provisions of Division 11 of the California Water Code and existing law otherwise subject to the terms and provisions of this agreement.

12.0. ANNUAL REPORT.

On or before March 1 of each year, MHCS D shall provide BBID with a projected annual report which will make a non-binding estimate of the acreage within MHCS D and within BBID boundaries which will be in agricultural production, will be in domestic, industrial or municipal use or for construction or other developmental purposes. This obligation shall cease upon full development within MHCS D to domestic, municipal and industrial uses.

13.0. RECORDS.

BBID shall provide MHCS D with monthly bills for water services including water availability and/or standby charges which shall reflect water use reports for all lands within MHCS D.

14.0. WINTER WATER RIGHTS.

The parties acknowledge that they believe BBID maintains the right to divert, convey and distribute water pursuant to pre-1914 water rights previously acquired to MHCS D on an annual basis for either and/or all water uses including, but not limited to, agricultural, municipal, industrial and domestic. In order to supplement BBID'S right to divert water from a period determined to be October to March each year, BBID agrees to pursue an application for post-1914 appropriative water rights for supplemental water from the state of California Department of Water Resources, to coordinate and cooperate with MHCS D and the State of California to effectuate an exchange agreement and to assist MHCS D in all reasonable efforts to secure supplemental winter water or confirm BBID'S existing right to serve pre-1914 water during the period of October through March annually. MHCS D and BBID shall mutually determine whether or not any actions are required to be brought by the District or desired in Superior Court or before the State Water Resources Control Board in order to confirm any change or expansion in use of the water supplies made available to MHCS D pursuant to the terms and provisions of this agreement. MHCS D shall bear all costs of proceeding with any such actions.

15.0. WATER QUALITY.

The parties acknowledge that the water to be supplied MHCS D by BBID pursuant to the terms and provisions of this agreement, then

current District rules and regulations and applicable provisions of the California Water Code is non-potable. MHCS D assumes all responsibility for producing a water supply sufficient for municipal, industrial and/or domestic use and for compliance with all local, state and federal requirements for the provision of potable water. BBID does not guarantee in any respect or assume any responsibility for the chemical, bacterial or other quality of the raw water made available to MHCS D or its compatibility for water treatment.

16.0.        ASSESSMENTS.

MHCS D recognizes that property within the Mountain House Project Area and the boundaries of BBID will remain subject to existing BBID ad valorem taxes and assessments. MHCS D recognizes and agrees that future assessments against properties within the Mountain House Project Area and within the boundaries of BBID will and do incur, both direct and indirect, benefits from the existence and supplies of raw water by BBID and those lands will continue to incur future ad valorem taxes and assessments. MHCS D agrees to make payment directly to BBID for all assessment of properties within its boundaries.

17.0.        MUNICIPAL, INDUSTRIAL AND DOMESTIC WATER SUPPLY.

MHCS D shall comply in all respects with local, state and federal requirements for provision of a domestic, municipal and/or industrial water supply including, but not limited to, water treatment, storage and availability. MHCS D shall indemnify and hold harmless BBID, its directors, officers, officials, employees, agents and independent contractors from any and all liability to any third party, arising directly or indirectly from any act or omission or alleged act or omission arising from the performance or failure to perform any duty or obligation arising out of or in connection with the provision of domestic, municipal and/or industrial water supply including water treatment, storage and availability which indemnification includes but is not limited to all expenses, attorney fees and other costs.

18.0.        VALIDATION PROVISIONS.

The parties acknowledge that this agreement and/or any of its provisions including, but not limited to, the right to store water, the inclusion and extension of BBID's pre-1914 water rights to areas of land within the Mountain House Project Area, but not within BBID, and the provisions of municipal, industrial, and domestic water supplies within the boundaries of BBID, may be subject to a validation action to be brought by the District. MHCS D agrees to bear all costs associated with such validation action if it is mutually determined to pursue such an action.

**19.0. RESPONSIBILITY OF CONVEYING, TRANSMITTING AND DISTRIBUTING WATER.**

BBID shall be responsible for the conveyance, transmission and distribution of water to the MHCS D treatment plant as described in paragraphs 6.0 through 6.2 set forth herein.

**20.0. INDEMNIFICATION.**

BBID and MHCS D each agree to indemnify the other and save the other free and harmless of and from any and all liability, damage, loss, cost, or expense incurred or suffered by the other, by reason of damage to the property of the other or injury to any other person or property arising out of its own conduct, acts, omissions, or faults, in connection with any matter related to this agreement except as otherwise set forth herein.

**21.0. RELATIONSHIP OF PARTIES.**

Nothing contained in this agreement shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, a partnership, joint venture, or of any other association between the parties.

**22.0. NO RIGHT IN THIRD PARTIES.**

Nothing in this agreement, express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any third party, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third party to any party in this agreement, nor shall any provision in this agreement give any third party any right of subrogation or action over or against any party to this agreement.

**23.0. SPECIFIC PERFORMANCE.**

By reason of the specialized nature of the water service to be rendered, and for the further reason that the extent of any damage caused to any party by reason of any breach of this agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or at law, will be necessary to furnish any party hereto with an adequate remedy for the breach by any other party hereto of any covenant or obligation for the benefit of the aggrieved party.

**24.0. ASSIGNMENT.** The terms and provisions of this agreement taken independently or within the entirety of the agreement shall not be assigned or transferred by MHCS D without first receiving the written consent of BBID provided that BBID shall not unreasonably withhold such consent.

25.0. SEVERABILITY.

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired or invalidated.

26.0. ENTIRE AGREEMENT.

This agreement is full and entire and may not be altered except by a writing executed by the parties hereto. The parties agree that there are no warranties, either express or implied, no covenants or promises or expectations other than those contained within as set forth in writing in this agreement, and that this agreement is full and entire.

27.0. AMENDMENT.

This agreement may be amended only by a written instrument duly executed by the parties.

28.0. WAIVER.

The waiver or failure to declare a breach as a result of the violation of any term of this agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel.

29.0. ADDITIONAL DOCUMENTS.

Each party agrees to make, execute, and deliver any and all documents and to join in any application or action reasonably required to implement this agreement.

30.0. NOTICES.

Any notice, demand, or request provided for in this agreement shall be in writing, and shall be deemed properly served, given, or made if delivered in person or if sent by registered or certified mail, postage prepaid, to the person specified below:

BBID: Byron-Bethany Irrigation District  
3944 Main Street  
P.O. Box 273  
Byron, CA 94514

MHCSD: Mountain House Community Services District

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31.0. TERM.

This agreement shall become effective on the date first above written and shall remain in effect in perpetuity.

32.0. ARBITRATION.

In the event of a dispute between the parties as to any right, alleged right, obligation or alleged obligation under this agreement, the parties shall make a good faith effort to resolve the dispute. In the event that a resolution of the dispute cannot be reached despite these efforts, either party may declare an impasse and its intent to submit the matter to arbitration as provided in this section. Notice of such impasse shall be given in writing to the other and shall include a description of the disputed issue or issues, a description of the possible solutions or resolutions to the dispute and the course of action or solution advocated by the party declaring the impasse.

32.1. Impasse Notice: The party receiving the notice of impasse described in paragraph 32.0 shall respond in writing within twenty-one (21) days. Said response shall contain that party's response to the issues raised and the responding party's proposed resolution to the impasse. The parties shall then meet within ten (10) days and attempt to resolve the impasse.

32.2. Arbitrator Selection: In the event that the impasse is not resolved, the parties shall jointly appoint a mutually agreeable arbitrator who is a licensed civil engineer with experience and expertise in the area in dispute. The arbitrator shall be selected within thirty (30) days and in the event that the parties cannot do so, application may be made, by either or both parties, to the Contra Costa County Superior Court to appoint an arbitrator meeting these qualifications.

32.3. Powers of Arbitrator: The arbitrator appointed pursuant to paragraph 32.2 shall set a date within thirty (30) days of his appointment to meet with the parties and review all aspects of the issue in contention. The arbitrator shall receive and consider any documents or other written evidence submitted by the parties together with any oral presentation of information by either or both of the parties. The arbitrator shall be entitled to conduct his own inquiry into the facts of the dispute or require further information of either or both of the parties. The arbitrator shall render his decision in writing within ten (10) days of receipt of all information he deems necessary to his decision.

32.4. Determination: The arbitrator's determination may provide for mechanisms of enforcement and terms of compliance. The arbitrator may direct the preparation, execution, and recordation of any agreement, or conveyance resulting from his

determination. The arbitrator may determine issues involving adjustment of contractual obligations based on changed circumstances and appropriate limits of insurance coverage. The arbitrator may award to the prevailing party attorney fees, expert and consultant fees and costs reasonably incurred in pursuing the arbitration or may divide such fees and costs between the parties. Unless appealed, as set forth in paragraph 32.5 below, the arbitrator's decision shall be binding and enforceable against the parties.

32.5. Contest of Award: If either party to the arbitration wishes to contest the decision of the arbitrator, that party may do so, only under the following conditions:

a. The notice of intent to appeal the arbitration decision must be made within thirty (30) days of receipt of that decision.

b. The party seeking to appeal the decision shall pay for all costs of the appeal including any experts, consultants or other expenses deemed necessary by the appellate panel.

c. The party seeking the appeal shall abide by the original arbitration decision including all payments required thereunder, unless doing so would create an irrevocable situation or condition making further arbitration moot. In this case, the party seeking appeal shall pay any money awarded by the arbitrator and abide by as much of the decision as possible without creating an irrevocable condition.

32.6. Appeal: The appeal of an arbitration decision shall be made to a panel consisting of three (3) arbitrators. Each arbitrator shall be a civil engineer licensed in California. The arbitrator who made the decision being appealed shall not be a member of the panel. Each party to the dispute shall appoint one (1) arbitrator to the panel who shall then appoint a third arbitrator mutually agreeable to them. Each party shall appoint its arbitrator within thirty (30) days of initiation of the notice of appeal. The two (2) arbitrators shall then make their appointment of the third arbitrator within twenty (20) days of the date on which the last arbitrator was appointed by a party. If the two (2) members of the arbitration panel are unable to agree on the selection of the third member, the parties may apply to the Superior Court of Contra Costa County to appoint that arbitrator.

32.7. Powers of Arbitration Panel: The arbitration panel shall have the right to consult with the original arbitrator, conduct its own inquiry into the facts of the dispute or require further information of either or both of the parties. The panel shall have the right to employ consultants or other experts to assist in rendering its determination. The panel shall render its decision in writing within ten (10) days of receipt of all



information it deems necessary to its decision.

32.8. Final Decision: The decision of the arbitration panel shall be final and binding upon the parties and shall be implemented in accordance with any provisions contained in the arbitration determination. The parties waive the right to commence any court proceeding involving any issue which is subject to arbitration, except as may be necessary to enforce any final decision of arbitration. In the event court proceedings are necessary to enforce any decision of the arbitrator, the court may award reasonable attorney fees and costs incurred in connection with said action upon a finding that said action was reasonably necessary to enforce or accomplish the arbitration determination.

**"BBID"**

**BYRON-BETHANY IRRIGATION DISTRICT**

Authorized and approved  
for signature on August 31,  
1993:

Dated: Sept. 7, 1993 By: Jerry Tennant  
JERRY TENNANT, Director and  
Acting President

Authorized and approved  
for signature on August 31,  
1993:

Dated: 9-7-93 By: Betty Compilli  
BETTY COMPILLI, Secretary

**"MHCSO"**

**MOUNTAIN HOUSE COMMUNITY SERVICES  
DISTRICT**

Authorized and approved  
for signature on

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
President

Authorized and approved  
for signature on

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary

## BYRON-BETHANY IRRIGATION DISTRICT

OFFICERS  
 JOHN J. CARYVALHO - PRESIDENT  
 LOIS STORNETTA  
 SECRETARY/COLLECTOR/TREASURER  
 LORETTA BORGES - ASSESSOR  
 FRED K. SPECHT - MANAGER  
 MINASIAN, MINASIAN, MINASIAN  
 SPRUANCE, BABER, MEITH & SOARES  
 ATTORNEYS  
 CH<sub>2</sub>M HILL - ENGINEERS

3944 MAIN STREET (415) 634-3534  
 P.O. BOX 273, BYRON, CALIFORNIA 94514



REGULAR MEETING HELD ON SECOND TUESDAY OF EACH MONTH

JOHN J. CARYVALHO  
 DIRECTOR DIVISION NO. 1  
 GERALD E. TENNANT  
 DIRECTOR DIVISION NO. 2  
 RUTH SANTOS  
 DIRECTOR DIVISION NO. 3  
 CHARLES M. UZNAY  
 DIRECTOR DIVISION NO. 4  
 WILLIAM G. RAYHER  
 DIRECTOR DIVISION NO. 5

August 18, 1989

Mr. William W. Johnson  
 Managing Partner  
 TRIMARK COMMUNITIES  
 3120 Tracy Blvd., Suite C  
 Tracy, California 95376



Dear Mr. Johnson:

We are pleased that you have contacted our district regarding water service for your prospective planned community development consisting of approximately 6,240 acres, with approximately 5,000 acres now residing within District boundaries. Our irrigation district was formed in the early 1900's and is a non-profit governmental agency, operating under and by virtue of Division 11 of the California Water Code. It is operated for the full benefit of the lands and people within its boundaries. At present, we do not deliver water for domestic use, although we do have this power pursuant to Sections 22075 and 22076 of Division 11 of the California Water Code.

Our district contains approximately 12,000 to 15,000 irrigable acres, with approximately 17,500 total acres within its boundaries, including approximately 5,000 acres of the Mountain House Community Project, which we understand is proposed for development by Trimark Communities. We are willing to cooperate with you in the development of a water supply for your Mountain House Community Project, subject to the district's rules and regulations which are in effect and as may be amended by the board of directors from time to time. The rules and regulations are adopted pursuant to Water Code Section 22257 and currently govern the operation, maintenance, repair and replacement of our existing district distribution facilities.

To the extent land within the district boundaries is taken out of agricultural use due to this urban development plan by Trimark Communities, the district shall in accordance with California law, make every effort to put water previously designated for agricultural use to municipal, domestic, or industrial use in accordance with current district rules and regulations. To the extent that approximately 1,240 acres within Trimark lie outside of district boundaries, we would propose that at some future time consistent with Trimark's development and this district's water service to those portions of Trimark's project within our boundaries, that such acreage be considered for annexation to the district. We

EXHIBIT "C" PG 1 OF 2

Mr. William W. Johnson  
Trimark Communities

Page 2

August 18, 1989

also plan to continue fully developing the beneficial use of the district's source of supply and explore additional sources of water to the extent practical for Mountain House and all customers within the district, regardless of the nature of their water use, pursuant to Los Vaqueros project, or some other local storage project. It is our present belief that through these means, it will be possible to meet the needs of the Trimark/Mountain House Project for future water service as well as our remaining district water users.

Our willingness to cooperate in providing water for domestic, municipal and/or industrial use would be subject to the following principles:

1. That sufficient water is available to the district to meet the need of the Mountain House Project without interfering in any way with a full supply of water for all remaining agricultural water uses within the district, including but not limited to, full compliance with the provisions of our enabling legislation contained within Division 11 of the California Water Code.
2. That all of the costs in providing water for Mountain House Project, including but not limited to, planning, obtaining approvals by other public entities, construction and delivery, be born by the Mountain House Project and not by the district or by remaining district taxpayers and water users.
3. That continued agricultural water service to portions of land within district boundaries which are not developed for urban, municipal or industrial use, will remain physically and economically viable.
4. That all necessary written contracts shall be prepared and entered into with Trimark Communities, Mountain House Development, or such other entity which is proper to provide the necessary services.

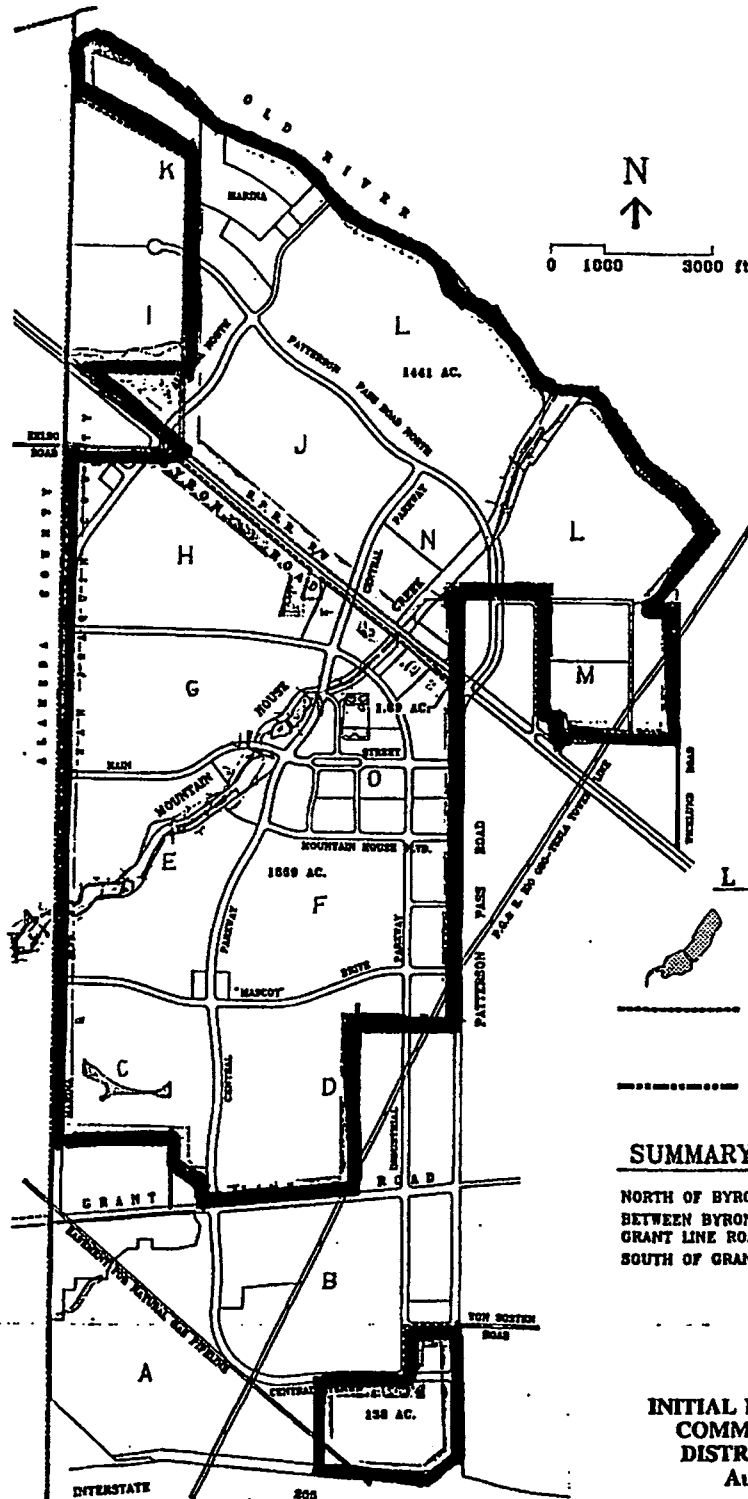
We look forward to working with you.

Very truly yours,

BYRON-BETHANY IRRIGATION DISTRICT

By   
JOHN J. CARVALHO, President

cc: William H. Baber III  
Jeanne M. Zolezzi  
William Barden  
Polly Boissevain  
Neil Cline



# **LEGEND**

- EXISTING WETLANDS
- COMMUNITY SERVICES DISTRICT BOUNDARY
- COUNTY BOUNDARY LINE

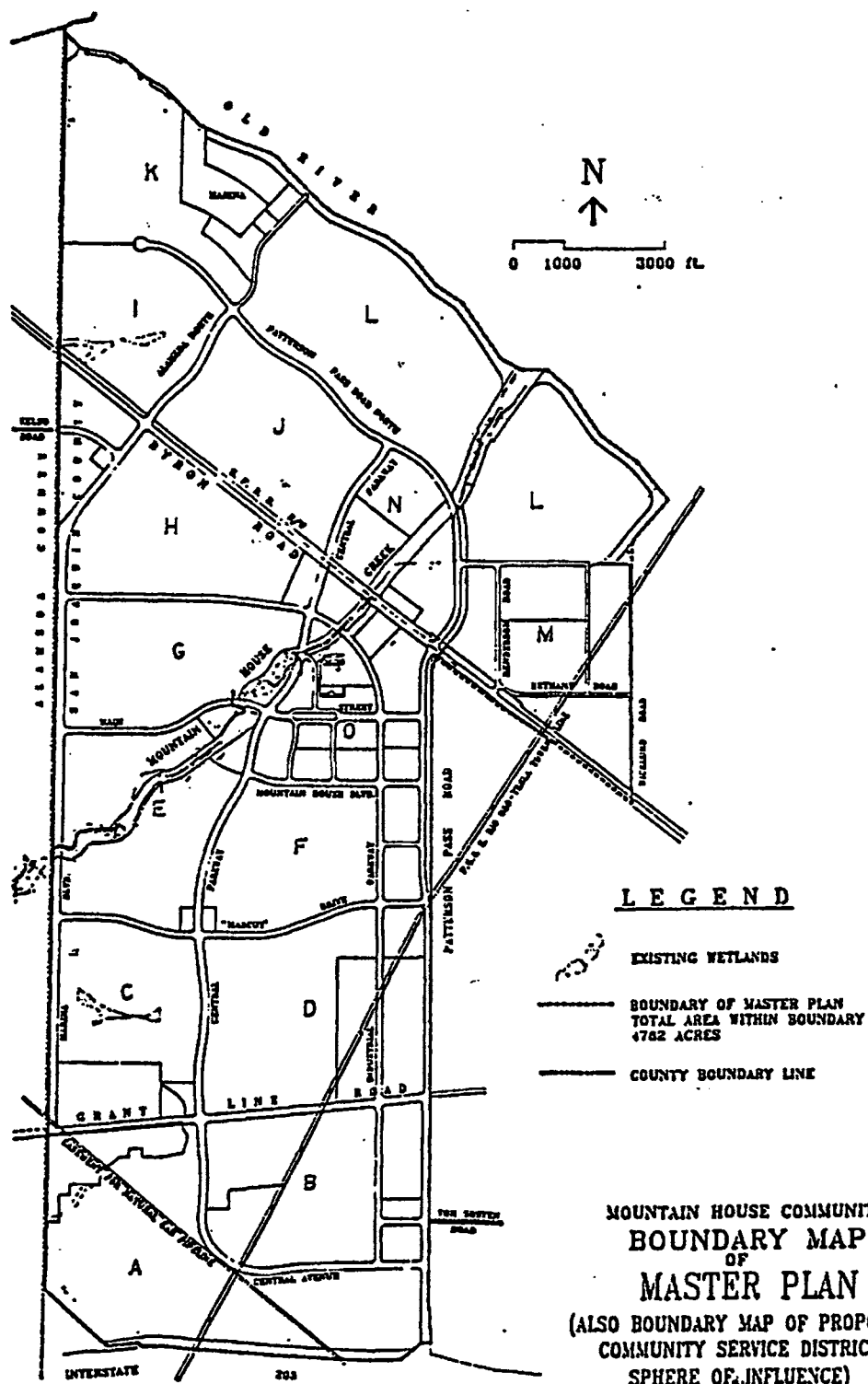
## **SUMMARY OF LAND AREA**

NORTH OF BYRON ROAD	1441 AC.
BETWEEN BYRON ROAD AND GRANT LINE ROAD	1871 AC.
SOUTH OF GRANT LINE ROAD	139 AC.
<b>TOTAL</b>	<b>3450 AC.</b>

**INITIAL MOUNTAIN HOUSE  
COMMUNITY SERVICE  
DISTRICT BOUNDARY  
August 31, 1993**

**EXHIBIT D  
PAGE 2**

PREPARED BY: SIEGFRIED ENGINEERING, INC.  
6045 CORONADO AVENUE  
STOCKTON, CALIFORNIA 95204



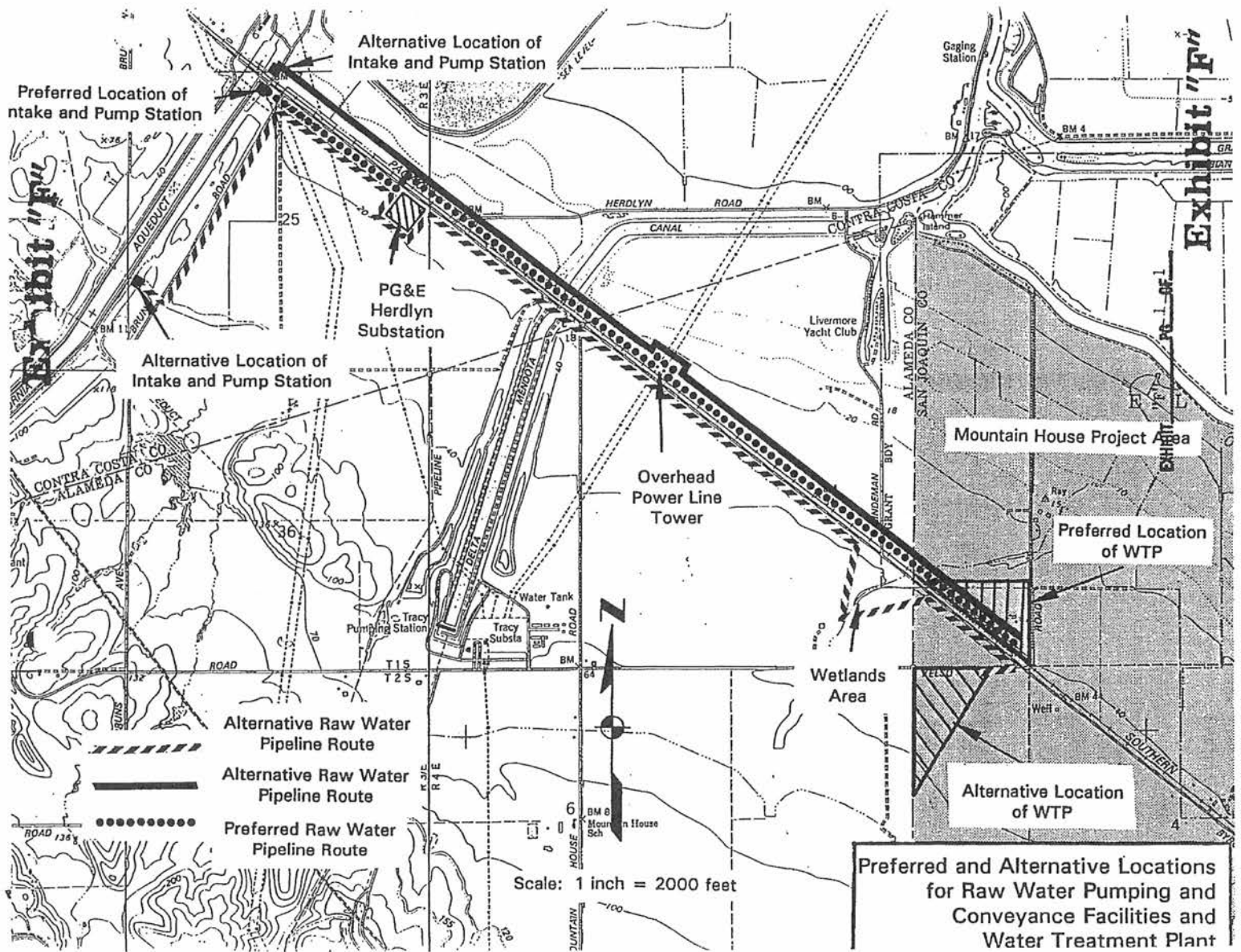
**LEGEND**

- EXISTING WETLANDS
- BOUNDARY OF MASTER PLAN  
TOTAL AREA WITHIN BOUNDARY  
4782 ACRES
- COUNTY BOUNDARY LINE

**MOUNTAIN HOUSE COMMUNITY  
BOUNDARY MAP  
OF  
MASTER PLAN**  
(ALSO BOUNDARY MAP OF PROPOSED  
COMMUNITY SERVICE DISTRICT  
SPHERE OF INFLUENCE)

MAY 5, 1993

PREPARED BY: SIEGFRIED ENGINEERING, INC.  
1415 CORONADO AVENUE  
STOCKTON, CALIFORNIA 95204



BD. DATE	
COPY TO MGR	<i>RG</i>
COPIES TO:	
H & SOARES	

MINASIAN, MINASIAN, MINASIAN, SPRUANCE, BABER, MEITH & SOARES

ATTORNEYS AT LAW

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

1681 BIRD STREET

P. O. BOX 1679

OROVILLE, CALIFORNIA 95965-1679

TELEPHONE (916) 533-2885

TELECOPIER (916) 533-0197

PAUL R. MINASIAN, INC.  
WILLIAM H. SPRUANCE, INC.  
WILLIAM H. BABER III, INC.  
JEFFREYA. MEITH  
M. ANTHONY SOARES  
MICHAEL V. SEXTON  
TIM O'LAUGHLIN  
LEWIS D. ELJUMAILY  
MATTHEW LYNDY EMRICK

JOHN CARLETON GRAY, 1872-1913  
CARLETON GRAY, 1893-1944  
PAUL JACKSON MINASIAN, 1933-1981

DAVID H. MINASIAN, RET., 1989

September 3, 1993

Mr. Rick Gilmore  
Byron-Bethany Irrigation District  
3944 Main Street  
P.O. Box 273  
Byron, CA 94514

Re: Water Services Agreement with Trimark

Dear Rick:

Enclosed are the original and two copies of a Water Services Agreement with Trimark with an amended paragraph 11 including the annual option agreement language and a revised signature page which provides that the effective date of the extended offer by the District is the date of the Board's resolution; i.e., August 31, 1993.

The District's resolution which led to the adoption of the agreement should read as follows:

"Upon motion by Director Maggiore, seconded by Director Gilbert and approved unanimously, Director Jerry Tennant was appointed acting President to replace Directors and President Charles Uzmay and Vice President Charley Spatafore, and the Water Services Agreement between Byron-Bethany Irrigation District and Mountain House Community Services District is approved and acting President Jerry Tennant and Secretary Betty Compilli are authorized to execute the agreement on behalf of the District made effective as of the date of this approval and provided further that Counsel Bill Baber of Minasian Law Offices first alter paragraph 11 of the agreement to extend an irrevocable offer to MHCSO in consideration of payment of \$10,000.00 annually commencing August 31, 1993 until the offer expires or is accepted by execution of the contract by MHCSO all as provided in paragraph 11 of the Water Services Agreement.

Mr. Rick Gilmore  
Byron-Bethany Irrigation District  
Re: Water Services Agreement with Trimark  
September 3, 1993

---

Page 2

PASSED: Maggiore, Gilbert and Tennant

ADOPTED: \_\_\_\_

ABSENT: Uznay

ABSTAINED: Spatafore"

This should do it, Rick. Enclosed is correspondence to Jeanne Zolezzi sending her a full copy of the Water Services Agreement. Upon obtaining signatures, please forward an executed copy to me for my files, and of course I know you will enjoy delivering a fully executed copy to Duane Grimsman and receive his initial annual option payment.

Don't hesitate to call should you have any questions.

Very truly yours,

MINASIAN, MINASIAN, MINASIAN,  
SPRUANCE, BABER, MEITH & SOARES

By: 

WILLIAM H. BABER III

WHB:bf  
Enclosures



**MINASIAN, MINASIAN, MINASIAN, SPRUANCE, BABER, MEITH & SOARES**

**ATTORNEYS AT LAW**

PAUL R. MINASIAN, INC.  
WILLIAM H. SPRUANCE, INC.  
WILLIAM H. BABER III, INC.  
JEFFREYA MEITH  
M. ANTHONY SOARES  
MICHAEL V. SEXTON  
TIM O'LAUGHLIN  
LEMISE D. ELJUMAILY  
MATTHEW LYNDY EMRICK

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

1681 BIRD STREET  
P.O. BOX 1679  
OROVILLE, CALIFORNIA 95965-1679  
TELEPHONE (916) 533-2885  
TELECOPIER (916) 533-0197

JOHN CARLETON GRAY, 1872-1913  
CARLETON GRAY, 1893-1944  
PAUL JACKSON MINASIAN, 1933-1981

DAVID H. MINASIAN, RET. 1989

September 3, 1993

Jeanne M. Zolezzi, Esquire  
Neumiller & Beardslee  
A Professional Corporation  
Fifth Floor Waterfront Office Tower II  
509 West Weber Avenue  
Stockton, CA 95203

Re: Trimark Communities - BBID Water Services Agreement

Dear Jeanne:

Please find enclosed a copy of the Water Services Agreement with exhibits between Byron-Bethany Irrigation District and Mountain House Community Services District approved by the District at their special Board meeting of August 31, 1993.

I've talked to Duane about the revised paragraph 11 containing option agreement language, but have not sent him a copy of this agreement. There are no other changes with the exception of the signature page as we are treating the special Board meeting date of August 31, 1993 as the effective date of the agreement.

Don't hesitate to call should you have any questions. Thanks for your cooperation.

Very truly yours,

MINASIAN, MINASIAN, MINASIAN,  
SPRUANCE, BABER, MEITH & SOARES

By: 

WILLIAM H. BABER III

WHB:bf  
Enclosure  
cc: Mr. Rick Gilmore  
Byron-Bethany Irrigation District

COPY



Engineers  
Planners  
Economists  
Scientists

June 26, 1993

SFO30343.A2

Byron Bethany Irrigation District  
P. O. Box 273  
Byron, CA 94514

Attention: Mr. Rick Gilmore

Dear Mr. Gilmore:

SUBJECT: Delivery of Water to Mountain House

This letter is a follow-up to our conversation on the water delivery system to the proposed Mountain House development.

Initial Pipe Size

Although I can appreciate the desires of the developers to minimize their initial investment by installing a pipeline which is smaller than that required for ultimate development, there are additional factors to be considered.

It is my understanding that the final size for the transmission pipeline is approximately 30 inches. A pipeline of one-half the cross-sectional area would be approximately 22-inches in diameter and to be equivalent hydraulically (to carry one half of the design flow of a 30-inch pipe with the same head losses) the pipe would have to be approximately 24-inches in diameter.

Costs for installation of a pressure pipeline break down to approximately 50% for pipeline material, 25% for labor, and 25% for equipment. There would be only a small increase in the cost of labor and equipment for installation of a 30-inch over a 24-inch line. The cost of the materials in these sizes varies pretty much proportionately with the pipe diameter. An increase from 24 inches to 30 inches is 125% ( $30/24$ ). Therefore, the net effect of this increase in size on the total cost is approximately 12.5% ( $.25\% \times .50\%$ ).

Mr. Rick Gilmore  
June 26, 1993  
Page 2

Another consideration is available right-of-way. If a parallel pipe is planned for the future, adequate right-of-way must be provided, and there must be room to install the second pipeline without impacting any other buried pipelines or utilities.

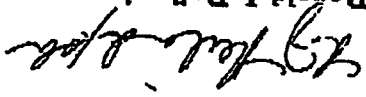
#### Control of Delivery

It would seem likely that some type of raw water storage will be provided at the treatment site. Pump operation could be easily controlled by monitoring the water elevation in this storage facility. This would make a clean break in the line of responsibility between the District and the distributing utility.

As a note, the size of the raw water storage facility would be dictated by a number of issues, most set by the distributing utility. Therefore, sizing of a raw water storage facility would be speculative until the operating parameters are defined.

Hopefully, this information will help answer some of your questions. If you need any additional information, or if you have any questions, please do not hesitate to contact us.

Sincerely,  
CH2M HILL

  
Ronald J. Relland  
Senior Civil Engineer



Engineers  
Planners  
Economists  
Scientists

FAX No. 510/893-8205

## FAX Cover Sheet

### INFORMATION TO:

Name: Dick Gilmore

Company: \_\_\_\_\_

Fax No.: 510-516-1239

Name: \_\_\_\_\_

Company: \_\_\_\_\_

FAX No.: \_\_\_\_\_

### INFORMATION FROM:

Name: Jon Leubner

Company: **CH2M HILL**

Subject: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: 6/26/93

Do you want your original back? ☒ YES ☐ NO

TOTAL NO. OF PAGES TRANSMITTED INCLUDING COVER SHEET 3

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL OUR RECEPTIONIST AT 510/251-2426  
BETWEEN 7:30 A.M. AND 5:30 P.M. PACIFIC TIME.

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MOUNTAIN HOUSE RAW WATER PUMP STATION  
FUTURE ESTIMATED CAPITAL EXPENDITURES**

Year	Estimated Maximum Daily Flow (MGD)	Action	Estimated Capital Expenditures <sup>(b)</sup> (\$1,000)	Number of Pumps @ Capacity, Hp	Reliable Capacity, (MGD)	
					Raw Pump Station	Water Treatment Plant
1999	0.1	First year of operation	—	2 @ 3 MGD, 50Hp	3	3 <sup>(a)</sup>
2003	3.0	Install one 6 MGD pump. Investigate need for standby power.	\$120	2 @ 3 MGD, 50Hp 1 @ 6 MGD, 150 Hp	6	6
2006	6.0	Install one 10 MGD pump and associated electrical controls..  Install peak standby generator. <sup>(c)</sup>	\$190  \$100	2 @ 3 MGD, 50Hp 1 @ 6 MGD, 150 Hp 1 @ 10 MGD, 300 Hp	9	9
2009	9.0	Install one 10 MGD pump.	\$150	1 @ 3 MGD, 50Hp 1 @ 6 MGD, 150 Hp 2 @ 10 MGD, 300 Hp	17	12
2017	17	Install one 10 MGD pump.	\$150	1 @ 6 MGD, 150Hp 3 @ 10 MGD, 300 Hp	20	20

(a) Permitted capacity of water treatment plant for initial operation will be 1.67 MGD.

(b) Constant 1998 dollars.

(c) If needed.

C:\72178table.doc  
10/16/98.hlg



Engineers  
Planners  
Economists  
Scientists

June 26, 1993

SFO30343.A2

Byron Bethany Irrigation District  
P. O. Box 273  
Byron, CA 94514

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Mr. Rick Gilmore  
June 26, 1993  
Page 2

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Hopefully, this information will help answer some of your questions. If you need any additional information, or if you have any questions, please do not hesitate to contact us.

Sincerely,  
CH2M HILL



Ronald J. Reiland  
Senior Civil Engineer



Engineers  
Planners  
Economists  
Scientists

FAX No. 510/893-8205

## FAX Cover Sheet

### INFORMATION TO:

Name: Lick Gilmore

Company: \_\_\_\_\_

Fax No.: 510 - 516 - 1239

Name: \_\_\_\_\_

Company: \_\_\_\_\_

FAX No.: \_\_\_\_\_

### INFORMATION FROM:

Name: Jon Leubner

Company: **CH2M HILL**

Subject: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: 6/26/93

Do you want your original back? ☒ YES ☐ NO

TOTAL NO. OF PAGES TRANSMITTED INCLUDING COVER SHEET 3

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL OUR RECEPTIONIST AT 510/251-2426  
BETWEEN 7:30 A.M. AND 5:30 P.M. PACIFIC TIME.

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Exhibit "B"**

NOV 21 1991

AGREEMENT NUMBER 353311

AGREEMENT BETWEEN  
BYRON-BETHANY IRRIGATION DISTRICT  
AND THE  
STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

THIS AGREEMENT, made and entered into by and between the BYRON-BETHANY IRRIGATION DISTRICT, hereinafter referred to as the "District," and the STATE OF CALIFORNIA acting by and through its Department of Water Resources, hereinafter referred to as the "State;"

W I T N E S S E T H:

WHEREAS, the State proposes to construct, as a part of state water development operations an intake channel in the vicinity of Byron; and

WHEREAS, said intake channel will cross District's S45 lateral canal and destroy a portion of said canal; and

WHEREAS, the District desires to relocate its pumping facilities to said intake channel in lieu of accepting a flume which the State has proposed to construct, at no cost to the District, to replace the portion of said S45 lateral canal which will be destroyed by the intake channel;

NOW, THEREFORE, it is mutually agreed as follows:

1. In lieu of constructing a flume for District and in exchange for that portion of District's S45 canal which will be destroyed by State's intake channel, State will pay to the District the sum of \$120,000. Such payment to District shall be made as soon after execution of this agreement as State's fiscal procedure will permit and shall relieve State of any obligation to provide

## Exhibit "B"

any temporary or permanent facilities or permissions relating to District's S45 canal other than the permanent and perpetual easement required for District's pumping plants on the intake channel as provided for herein and permission for the construction and temporary use of a bypass canal and siphon facilities as hereinafter described.

2. Upon execution of this agreement, State grants to District permission to construct, operate and maintain a temporary bypass canal substantially as shown on State's Drawing No. 151-1-H-23, attached hereto, marked Exhibit "A" and by this reference made a part hereof. Said construction, operation and maintenance shall be performed by and at the expense of District and District agrees to terminate use of said temporary canal and make it available to State, at no cost to State, not later than November 1, 1965, so that State may complete excavation and construction of State's intake channel.

3. State will make District's temporary siphon and permanent pump sites, located as shown on Byron-Bethany Irrigation District Drawing No. W26.06-1 attached hereto, marked Exhibit "B" and by this reference made a part hereof, available to District, without cost to District and without any preparation required solely for District's purposes, as soon as reasonably possible, but in no event later than December 1, 1965. Upon the availability of such sites, District may proceed with the construction and operation of District's proposed temporary siphon system. All construction, operation and maintenance of such siphon system shall be performed by and at the expense of District. Additionally, District may proceed with the construction of its contemplated permanent pumping

## Exhibit "B"

facilities, such construction to be by and at the expense of District. District shall not, however, undertake any construction until it has submitted its plans and specifications to State and has obtained State's approval thereof. State shall not unreasonably withhold or delay such approval. District will, not later than November 1, 1966, complete any of its work which would interfere with the flow of water in the intake channel, but shall not divert water from said channel prior to March 1, 1968. District will, prior to September 1, 1968, remove its temporary siphon from State's intake channel, such removal to be at District's sole cost and expense.

4. The relocation of District's pumping plants and points of diversion to the location shown on Exhibit "B" is being made pursuant to Section 1706 of the Water Code of the State of California and State hereby consents to said change in points of diversion to said locations, but to no other. It is further understood that District's rights to quantity and quality of water may or may not be undetermined at the present time. Nothing contained in this agreement nor in State's consent to change in District's points of diversion shall either enlarge or restrict District's present water rights. No charge shall hereafter be made by State to District for water pumped by District solely by reason of District's pumping from State's intake channel, irrespective of the source of water in said channel.

5. State and District, their agents, contractors and suppliers, shall cooperate with and shall not unreasonably restrict or interfere with the operations of each other's contractors working in the general area.

## Exhibit "B"

6. District, in the performance of its work contemplated herein, is acting on its own behalf and not as the agent, employer or contractor of State. State assumes no liability other than that expressly provided for herein for the actions of District in the performance of such work.

7. State hereby consents to the permanent and perpetual use by District, without cost, of State's facilities and of that portion of its right of way required for the construction, operation and maintenance of District's permanent facilities as provided for herein and located as shown on Exhibit "B" attached hereto, together with the right to use State's operating roads for access purposes.

8. Within 30 days following payment to District by State as provided for in paragraph 1 of this agreement, District will convey to State all of District's right, title and interest in that portion of its present easement, lying within State's intake channel, which will no longer be occupied by District's S45 canal or District's permanent facilities.

9. District reserves the right, at District's sole cost, expense and responsibility and as long as it does not interfere with State's facilities or conflict with any of the provisions of this agreement, to revert back at any time to its original pumping site and points of diversion. Such reversion shall not reconstitute the District's right of way across State's intake channel.

10. The waiver of a breach of any of the provisions of this agreement shall not be deemed to be a waiver of any other provisions hereof, or of a subsequent breach of such provisions.

# Exhibit "B"

IN WITNESS WHEREOF, the parties hereto have executed  
this agreement as of the 4 day of May,  
1964.

## BYRON-BETHANY IRRIGATION DISTRICT

FORM	POLICY	BUDGET
Department of General Services		
<b>APPROVED</b>		
JUN 11 1964		
BY <u>Robert M. Harner</u> Director		

By M. R. T. T. T.  
President, Board of Directors

By Paul J. Santos  
Secretary

Approved as to legal  
form and sufficiency:

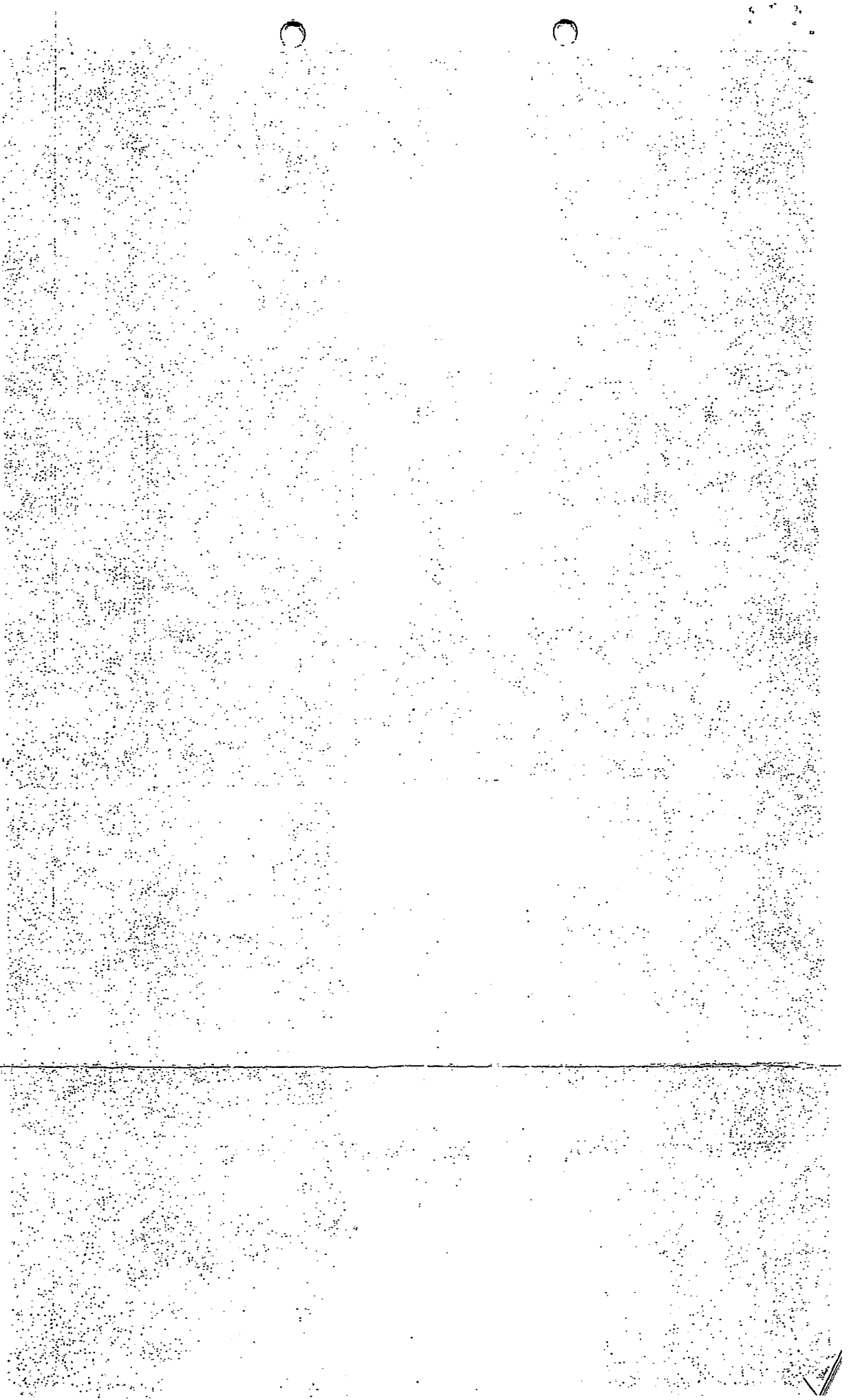
STATE OF CALIFORNIA  
Department of Water Resources

[Signature]  
Chief Counsel for the  
Department of Water Resources

By Wally Hardman  
DEPUTY DIRECTOR ADMINISTRATION

APPROVED BY  
[Signature]  
For Department of Finance

CARY HOWARD ATTORNEY AT LAW 100 UNION SAVINGS BANK BUILDING ST. LOUIS, MO.	Record of Requisitions <i>Cary Howard</i> MAY 27 1914 8 min. past 9 o'clock of Water Rights page 202 Board of Contra Costa Co. <i>[Signature]</i> Deputy	Dated, May 18th, 1914	BYRON BETHANY IRRIGATION COMPANY B. V. ✓	NOTICE OF APPROPRIATION OF WATER



# Exhibit "A"

## AFFIDAVIT OF POSTING OF NOTICE OF APPROPRIATION OF WATER.

STATE OF CALIFORNIA,

COUNTY OF CONTRA COSTA,

ss:

*R. R. Houston*  
being duly sworn, deposes and says:

That on May 18th, 1914 he posted a full, true and correct copy of the attached "NOTICE OF APPROPRIATION OF WATER" at the point where the West bank of Old River intersects the South bank of the branch or channel making South from said Old River, and designated as "Italian Slough", and which said point where said notice was posted is near to the center of Section 7, Township One South, Range 4 East Mount Diablo Base and Meridian, in Contra Costa County, State of California, by then and there affixing and fastening such copy of said "Notice of Appropriation of Water" to and upon a board firmly fixed in the ground at said above designated point;

That on May 18th, 1914, he posted a full, true and correct copy of the attached "NOTICE OF APPROPRIATION OF WATER" at the point of intersection of the East bank of "Italian Slough" at its terminus with the Eastern extremity of the South embankment of an artificial canal or channel 200 feet wide extending Westerly on the Southerly section line of Section 13 in Township One South, Range 3 East Mount Diablo Base and Meridian, in Contra Costa County, State of California, and which point is distant on such section line 1450 feet Westerly thereon from the Southeast corner of said Section 13, by then and there affixing and fastening such copy of said "Notice of Appropriation of Water" to and upon a board firmly fixed in the ground at said last above designated point;

That on May 18th, 1914, he posted a full, true and correct copy of the attached "NOTICE OF APPROPRIATION OF WATER" at the point of intersection of the South bank of the canal or channel 200 feet wide running East and West on the Southerly section line of Section 13, Township One South, Range 3 East, Mount Diablo Base and Meridian, in Contra Costa County, State of California, with the East bank of the canal or channel 25 feet wide extending Southeasterly, in the said point of intersection being 480 feet East of the Southwest corner of said Section 13, by then and there affixing and fastening such copy of said "Notice of Appropriation of Water" to and upon a board firmly fixed in the ground at said last above designated point.

Subscribed and sworn to before me,

*23* day of May, 1914.

*[Signature]*  
Notary Public in and for the County of  
Contra Costa, State of California.

My Commission Expires Sept. 18, 1916





1947

...

...

...

...

...

Exhibit "A"

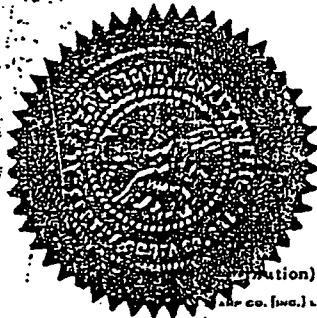
State of California, ss.  
COUNTY OF Contra Costa

On this 19th day of May in the year one thousand, nine hundred and Fourteen A. D.  
before me Alfred L. Bovo, a Notary Public in and for said County, personally appeared

Volney Taylor known to me to be the  
President, and R. R. Houston known to me to be the

Secretary of the Corporation that executed the within instrument,  
known to me to be the persons who executed the within instrument on behalf of the cor-  
poration within named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
in said County, the day and year in this certificate first written.



My Commission Expires Sept. 18, 1915

(Notary Public)  
Alfred L. Bovo, Los Angeles

Notary Public in and for the County of Contra Costa, State of California

# Exhibit "A"

## NOTICE OF APPROPRIATION OF WATER.

NOTICE IS HEREBY GIVEN, that BYRON-BETHANY IRRIGATION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in Contra Costa County, State aforesaid, does hereby claim the water flowing in Old River, at the point where the West bank of said Old River intersects the South bank of the branch or channel making South from said Old River and designated as "ITALIAN SLOUGH", and which said point is near to the center of Section Seven (7), Township One (1) South, Range Four (4) East Mount Diablo Base and Meridian in said Contra Costa County.

That said corporation claims and intends to use the water there flowing to the extent of 40,000 inches measured under a four-inch pressure.

That the purpose for which said corporation claims said water is to furnish water to its shareholders for irrigation and domestic purposes, and the place where it is intended to use said water is upon the lands lying in the Easterly portions of Contra Costa and Alameda Counties and the Southwesterly portion of San Joaquin County.

That the means by which it is intended to divert said water and the size of the diverting agency is as follows:

FIRST, through and along Italian Slough Southerly for about two miles to a point on the Southerly Section line of Section 13, in Township One South, Range Three East Mount Diablo Base and Meridian, and distant thereon 1450 feet Westerly from the Southeast corner of said Section 13, and which said Italian Slough is about 200 feet wide and 8 feet deep at its confluence with said Old River.

Thence Westerly through and along an artificial channel 200 feet wide and 8 feet deep, now existing, 3350 feet to a point 480 feet East of the Southwest corner of said Section 13.

SECOND; thence Southeasterly 3600 feet through and along an artificial canal or channel now existing, to the point of intersection of said canal with a creek known as Bruns Creek and the Segregation line, and which said point is in the Southwest quarter of Section 24, Township One South, Range Three East Mount Diablo Base and Meridian, said artificial channel or canal, which is about 25 feet wide and 6 feet deep to be enlarged to 46 feet wide at the top, 30 feet wide at the bottom and 8 feet deep.

THIRD; thence through and by a canal or channel 50 feet wide at the top, 30 feet wide at the bottom and about 10 feet deep to be cut, and following Southwesterly up and along said Bruns Creek 2600 feet to a point near the Southwest corner of the Southwest quarter of said Section 24, and at such last named point by pumps and other apparatus and appliance to lift the water into several ditches or flumes or other conveyors for distribution to the main and other laterals for use on adjacent lands.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed by its Secretary, the 18th day of May, 1914.

BYRON-BETHANY IRRIGATION COMPANY.

By Volney Taylor President

By R. R. Houston Secretary.



ATTORNEYS AT LAW  
1681 BIRD STREET AT OAK STREET  
P. O. BOX 1679  
OROVILLE, CALIFORNIA 95965  
TELEPHONE (916) 533-2885

PROOF OF SERVICE BY MAIL ( C.C.P. 10 , 2015-5)

**Exhibit "A"**

I, declare that:

I am employed in the County of Butte, State of California.

I am over the age of eighteen years and not a party to the within cause; my business address is: 1681 Bird Street, P. O. Box 1679, Oroville, California 95965.

On April 8, 1983, I served the within

ANSWERS TO INTERROGATORIES (FIRST SET)

on the interested parties in said

cause, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Oroville, Butte County, California, addressed as follows:

See attached list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 8, 1983 at Oroville, California.

Karen Hodel  
KAREN HODEL

**Exhibit "A"**

MINASIAN, MINASIAN, SPRUANCE & BABER  
ATTORNEYS AT LAW  
1681 BIRD STREET AT OAK STREET  
P. O. BOX 1679  
OROVILLE, CALIFORNIA 95965  
TELEPHONE (916) 533-2885

1		
2		
3	Robert W. James, Acting Chief Counsel	
4	Russell R. Kletzing, Assistant Chief Counsel	
5	Marcia J. Steinberg, Attorney	
6	Jennifer F. Jennings, Attorney	
7	Department of Water Resources	
8	1416 Ninth Street	
9	Sacramento, California 95814	
10	South Delta Water Agency,	Clerk, Department #3
11	and individual defendants	Superior Court
12	c/o Wilson and Hoslett	City and County of
13	Attorneys at Law	San Francisco
14	504 Bank of Stockton Building	City Hall
15	311 East Main Street	San Francisco, CA 94102
16	Stockton, CA 95202	
17	Central Delta Water Agency	Union Properties, Inc.
18	c/o Zuckerman & Hartman	c/o Walter M. Gleason
19	146 West Weber Avenue	Hearst Building (Suite 1200)
20	Stockton, CA 95202	Third & Market Streets
21		San Francisco, CA 94103
22	Central Delta Water Agency,	
23	and individual defendants	Clerk
24	Nomellini & Grilli	Superior Court
25	235 East Weber Avenue	City and County of
26	Stockton, CA 95201	San Francisco
27		City Hall
28	Contra Costa County Water Agency	San Francisco, CA 94102
	c/o Cressey H. Nakagawa	
	Hearst Building (Suite 1200)	John B. Clausen, County Counsel
	Third & Market Streets	Edward V. Lane, Jr., Deputy
	San Francisco, CA 94103	County Counsel
		County of Contra Costa
		Administration Building
		9th Floor
		Martinez, CA 94553

VERIFICATION (Standard) CCP 446, 2015.5

1 I declare that:  
 2 I am the ..... in the above entitled action; I have read the foregoing  
 3 **ANSWERS TO INTERROGATORIES (FIRST SET)**  
 4 and know the contents thereof; the same is true of my own knowledge, except as to those matters which are therein stated upon  
 5 my information or belief, and as to those matters I believe it to be true.  
 6 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this veri-  
 7 fication was executed on  
 8 April , 1983 , at Byron , California.  
(DATE) (PLACE)  
 9 .....  
(TYPE OR PRINT NAME) SIGNATURE

PROOF OF SERVICE BY MAIL (CCP 1013a, 2015.5)

12 I declare that:  
 13 I am (a resident of / employed in) the county of ..... , California.  
(COUNTY WHERE MAILING OCCURRED)  
 14 I am over the age of eighteen years and not a party to the within cause; my (business / residence) address is .....  
 15 .....  
 16 On ..... I served the within .....  
(DATE)  
 17 .....  
 18 ..... on the .....  
 19 in said cause, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States  
 20 mail at ..... addressed as follows:  
 21 .....  
 22 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this dec-  
 23 laration was executed on  
 24 ..... at ..... , California.  
(DATE) (PLACE)  
 25 .....  
 26 .....  
(TYPE OR PRINT NAME) SIGNATURE

BARON PRESS FORM NO 21  
 REV AUGUST 1981

BD. DATE	
COPY TO MGR	<i>RF</i>
COPIES TO:	
H & SOARES	

MINASIAN, MINASIAN, MINASIAN, SPRUANCE, BABER, MEITH

ATTORNEYS AT LAW

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

1681 BIRD STREET

P. O. BOX 1679

OROVILLE, CALIFORNIA 95965-1679

TELEPHONE (916) 533-2885

TELECOPIER (916) 533-0197

JOHN CARLETON GRAY, 1872-1913

CARLETON GRAY, 1893-1944

PAUL JACKSON MINASIAN, 1933-1981

DAVID H. MINASIAN, RET, 1989

PAUL R. MINASIAN, INC.  
WILLIAM H. SPRUANCE, INC.  
WILLIAM H. BABER III, INC.  
JEFFREYA MEITH  
M. ANTHONY SOARES  
MICHAEL V. SEXTON  
TIM O'LAUGHLIN  
LEMISE D. ELJUMAILY  
MATTHEW LYNDY EMRICK

September 3, 1993

Mr. Rick Gilmore  
Byron-Bethany Irrigation District  
3944 Main Street  
P.O. Box 273  
Byron, CA 94514

Re: Water Services Agreement with Trimark

Dear Rick:

Enclosed are the original and two copies of a Water Services Agreement with Trimark with an amended paragraph 11 including the annual option agreement language and a revised signature page which provides that the effective date of the extended offer by the District is the date of the Board's resolution; i.e., August 31, 1993.

The District's resolution which led to the adoption of the agreement should read as follows:

"Upon motion by Director Maggiore, seconded by Director Gilbert and approved unanimously, Director Jerry Tennant was appointed acting President to replace Directors and President Charles Uznay and Vice President Charley Spatafore, and the Water Services Agreement between Byron-Bethany Irrigation District and Mountain House Community Services District is approved and acting President Jerry Tennant and Secretary Betty Compilli are authorized to execute the agreement on behalf of the District made effective as of the date of this approval and provided further that Counsel Bill Baber of Minasian Law Offices first alter paragraph 11 of the agreement to extend an irrevocable offer to MHCSD in consideration of payment of \$10,000.00 annually commencing August 31, 1993 until the offer expires or is accepted by execution of the contract by MHCSD all as provided in paragraph 11 of the Water Services Agreement.



Mr. Rick Gilmore  
Byron-Bethany Irrigation District  
Re: Water Services Agreement with Trimark  
September 3, 1993

---

Page 2

PASSED: Maggiore, Gilbert and Tennant

ADOPTED: \_\_\_\_

ABSENT: Uznay

ABSTAINED: Spatafore"

This should do it, Rick. Enclosed is correspondence to Jeanne Zolezzi sending her a full copy of the Water Services Agreement. Upon obtaining signatures, please forward an executed copy to me for my files, and of course I know you will enjoy delivering a fully executed copy to Duane Grimsman and receive his initial annual option payment.

Don't hesitate to call should you have any questions.

Very truly yours,

MINASIAN, MINASIAN, MINASIAN,  
SPRUANCE, BABER, MEITH & SOARES

By:   
A large, stylized handwritten signature in dark ink is written over the signature line and extends upwards and to the left, crossing over the typed name.

WILLIAM H. BABER III

WHB:bf  
Enclosures

MINASIAN, MINASIAN, MINASIAN, SPRUANCE, BABER, MEITH & SOARES  
ATTORNEYS AT LAW

PAUL R. MINASIAN, INC.  
WILLIAM H. SPRUANCE, INC.  
WILLIAM H. BABER III, INC.  
JEFFREYA. MEITH  
M. ANTHONY SOARES  
MICHAEL V. SEXTON  
TIM O'LAUGHLIN  
LEMISE D. ELJUMAILY  
MATTHEW LYNDY EMRICK

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)  
1681 BIRD STREET  
P.O. BOX 1678  
OROVILLE, CALIFORNIA 95965-1678  
TELEPHONE (916) 533-2885  
TELECOPIER (916) 533-0197

JOHN CARLETON GRAY, 1872-1913  
CARLETON GRAY, 1893-1944  
PAUL JACKSON MINASIAN, 1933-1981  
DAVID H. MINASIAN, RET. 1989

September 3, 1993

Jeanne M. Zolezzi, Esquire  
Neumiller & Beardslee  
A Professional Corporation  
Fifth Floor Waterfront Office Tower II  
509 West Weber Avenue  
Stockton, CA 95203

Re: Trimark Communities - BBID Water Services Agreement

Dear Jeanne:

Please find enclosed a copy of the Water Services Agreement with exhibits between Byron-Bethany Irrigation District and Mountain House Community Services District approved by the District at their special Board meeting of August 31, 1993.

I've talked to Duane about the revised paragraph 11 containing option agreement language, but have not sent him a copy of this agreement. There are no other changes with the exception of the signature page as we are treating the special Board meeting date of August 31, 1993 as the effective date of the agreement.

Don't hesitate to call should you have any questions. Thanks for your cooperation.

Very truly yours,

MINASIAN, MINASIAN, MINASIAN,  
SPRUANCE, BABER, MEITH & SOARES

By: 

WILLIAM H. BABER III

WHB:bf  
Enclosure  
cc: Mr. Rick Gilmore  
Byron-Bethany Irrigation District

COPY

**Main Identity**

---

**From:** Jeanne Zolezzi <JZOLEZZI@herumcrabtree.com>  
**To:** 'Rick Gilmore' <r.gilmore@bbid.org>  
**Sent:** Friday, June 16, 2000 3:02 PM  
**Subject:** RE: Draft Amendment

We have removed Section 22 because it expressly stated that no third parties were benefited by the contract. Because the contract clearly is intended to benefit landowner within the CSD, we felt it was prudent to remove it. I believe it was originally included as boiler plate, and that paragraph is normally included in such agreements.

7/6/00

## OUTLINE OF AGREEMENT

### BYRON BETHANY IRRIGATION DISTRICT & MT. HOUSE COMMUNITY SERVICES DISTRICT

#### RECITALS

- A. Description of Exhibit A
  - ♦ BBID Notice of Appropriation - May 18, 1914
- B/C. Description of Exhibit B
  - ♦ Agreement with DWR to locate BBID pumping facilities along California Aqueduct Intake Channel and to alter BBID's original point of diversion pursuant to Water Code Section 1706.
- D. Intent to convert lands within project area from AG to M&I use pursuant to Water Code Sec 20702.
- E. Water Code Section 22264 anticipates that domestic water may be provided by AG Districts.
- F. BBID proposes to become one of numerous Districts to provide water for M&I use, as well as AG use.
- G. BBID has the right to deliver water for M&I use, pursuant to Sec. 22075 & 22076 of the Water Code. Expressly provides for distribution of water for domestic purposes.
- H. San Joaquin County approves General Plan Amendment which changed 4,667 acres from General AG to a variety of urban land use designations.
- I. BBID agrees to cooperate and supply raw water to Mountain House by letter dated August 18, 1989.
- J. Development of Mountain House will be phased over a forty year period.
- K. MHCSD proposes to construct facilities and obtain rights of way subject to the approval and transfer to BBID. BBID will divert and convey raw water to Mountain House at the CSD treatment plant or raw water storage facilities.

#### 3.1 WATER SERVICE

- ♦ BBID to provide a quantity of water for treated water service up to the same amount as historically supplied for ag use.
- ♦ Actual ag use within project area has ranged from 5,900 to 10,000 acre-feet from 1976 to 1991.
- ♦ Due to the need for certainty of the right to water for M&I use, both parties agree to 9,413 A/F.

1991 TO DATE A/F # TO BE REVISED

#### 3.2 INCREASED WATER ALLOCATION TO MHCSD:

- ♦ Additional Water Use
- ♦ MHCSD may be entitled to take water for beneficial use in excess of the 9,413 A/F if BBID determines surplus water is available.

### 3.3 NON-AVAILABILITY OF WATER-MHCSO REVIEW OF 1979 LAWSUIT (DWR vs. BBID)

- ♦ MHCSO agrees to indemnify BBID from any and all liability by virtue of the non-existence or diminished water supplies promised in this agreement.

DOES CSO REALLY AGREE

### 4.0 ANNEXATIONS

- ♦ BBID agrees to cooperate with annexation of 638 acres without a water supply.
- ♦ Contemplates that 175 acres will be annexed immediately.
- ♦ Contemplates that additional lands outside of BBID will be annexed in the future.

STATUS OF 175 ACRES TO BE ANNEXED

### 5.0 LEVEL OF WATER SERVICE

- ♦ Parties intention to insure existing level of service to AG customers will not be impaired.

### 6.0 WATER SERVICE FACILITIES

- ♦ BBID does not assign or transfer any water rights to MHCSO.
- ♦ MHCSO shall take no action or claim to BBID water except as provided for in the agreement.

### 6.1 INTAKE FACILITIES

- ♦ MHCSO will construct pumping and appurtenant facilities.
- ♦ BBID shall select location of pumping facilities.
- ♦ BBID to obtain DWR permission for the construction, installation, transfers and operation of MHCSO facilities within BBID diversion easement along intake channel.
- ♦ Construction of facilities to be approved by BBID.
- ♦ MHCSO shall compensate BBID for all inspections, plan checks and approval services.
- ♦ MHCSO shall release all facilities to BBID free and clear of title.

DEVELOPER PROPOSES TO PROVIDE INITIAL INFRASTRUCTURE

### 6.2 CONVEYANCE PIPELINE

LIENS, ENCUMBRANCES

- ♦ MHCSO will construct a raw water pipeline after receiving written approval from BBID.
- ♦ BBID relies upon MHCSO for the design and specifications of facilities.

### 6.3 TREATMENT PLANT/RAW WATER STORAGE FACILITIES

- ♦ MHCSO will construct a water treatment plant.
- ♦ MHCSO agrees BBID may have a right to store pre-1914 water.



- ♦ MHCSD agrees to provide storage of raw water as a component of the water system.

#### **6.4 BBID COOPERATION**

- ♦ Agrees to cooperate with MHCSD to obtain approvals for construction and operation.
- ♦ MHCSD indemnifies BBID for such cooperation.
- ♦ MHCSD has the right to utilize raw water service facilities to convey non-BBID water.

#### **7.0 NON-INTERFERENCE**

- ♦ MHCSD provides protection to BBID facilities.
- ♦ MHCSD makes arrangement for water supply and drainage if development disrupts the level of service to adjacent lands.

#### **7.1 DRAINAGE RESPONSIBILITY**

- ♦ MHCSD assumes responsibility for drainage as lands are converted.
- ♦ BBID quitclaims all drainage easements/facilities to MHCSD. *w/out compensation?*
- ♦ MHCSD shall indemnify and hold harmless BBID for drainage obligations.

#### **7.2.1 AG-DRAINAGE - MOUNTAIN HOUSE CREEK**

- ♦ BBID agrees to provide ag drainage.
- ♦ MHCSD provides additional services if BBID drainage burden increases due to project.
- ♦ MHCSD grants use of Mountain House Creek to BBID for ag drainage.
- ♦ MHCSD maintains Mountain House Creek as a natural drainage channel.

*ASSIGNS BANKHEAD AGREEMENT TO THE CSD AT TIME OF*

#### **7.3 WASTE WATER**

*EXECUTION OF WSA*

*FINALISE*

- ♦ MHCSD will not use reclaimed water within BBID without prior consent.

#### **8.0 WATER DELIVERY**

- ♦ Water utilized within MHCSD is subject to BBID Rules and Regulations.

#### **9.0 RATES AND CHARGES FOR WATER SERVICE**

- ♦ BBID to adopt a raw water rate.
- ♦ Non-BBID water will be subject to a wheeling charge.

### **9.1 Stand By Charge**

- ♦ MHCSD shall pay a Stand By charge based upon the 9,413 acre feet of water available for beneficial use.
- ♦ Mountain House Project area shall have direct access to the water service facilities and conveyance line.

### **10.0 BENEFICIAL USE**

- ♦ MHCSD reserves the right to the method of distribution, provided that water is not used outside of BBID without BBID declaration of surplus water.
- ♦ MHCSD & BBID shall mutually determine whether or not any action is required to confirm any change or expand the MHCSD water supply.

### **10.2 PHASED DEVELOPMENT**

- ♦ Parties agree that there will be years when MHCSD will not use the full 9,413 A/f. BBID will put MHCSD unused water to beneficial use within BBID.

### **11.0 EFFECTIVE DATE**

- ♦ Agreement effective upon the date of the last signing party.
- ♦ Contemplates delay in time between BBID and MHCSD.
- ♦ BBID's execution is understood to be an extension of an irrevocable offer restricted to the agreement.
- ♦ Irrevocable offer by BBID is supported by payment of \$10,000 at date of execution (August 31, 1993.)
- ♦ Irrevocable offer to perform by BBID ceases if agreement is not executed by August 31, 1996.
- ♦ Landowners and Trimark Communities shall be third party beneficiaries and shall be entitled to enforce the offer.

*Effective  
As of  
5/16/96*

### **12.0 ANNUAL REPORT**

- ♦ MHCSD to provide BBID with an estimate of acreage to be converted annually.

### **13.0 RECORDS**

- ♦ BBID to invoice MHCSD for water service and Stand By charged.

#### **14.0 WINTER WATER RIGHTS**

- ♦ Parties acknowledge BBID maintains the right to divert under a pre 1914 water right.
- ♦ In order to supplement BBID's water right from October to March, BBID agreed to pursue an application for post-1914 water from the State Water Board,
- ♦ Coordinate with MHCSD and DWR to effectuate an exchange agreement and to assist MHCSD to secure supplemental winter water rights or confirm BBID's existing right to serve pre-1914 water during October through March annually.
- ♦ MHCSD and BBID mutually determines whether any action should be brought in order to confirm any change or expansion of the water made available to the MHCSD. MHCSD bears all costs associated with any action.

*work  
in  
progress*

#### **15.0 WATER QUALITY**

- ♦ MHCSD responsible for providing a water supply for M&I use.
- ♦ BBID does not guarantee or assume any responsibility for the quality of raw water available to MHCSD.

#### **16.0 ASSESSMENTS**

- ♦ MHCSD recognizes property within CSD are subject to existing BBID and future ad valorem taxes and assessments.
- ♦ MHCSD will make payment directly to BBID.

#### **17.0 MUNICIPAL, DOMESTIC WATER SUPPLY**

- ♦ MHCSD shall comply with all laws and agrees to indemnify and hold harmless BBID in connection with providing water for M&I use.

#### **18.0 VALIDATION**

- ♦ Both parties acknowledge that this agreement may be subject to a validation action to be brought by BBID.
- ♦ MHCSD to bear all costs.

#### **19.0 RESPONSIBILITY OF CONVEYING WATER**

- ♦ BBID responsible for conveying raw water to the MHCSD.



## **20.0 PROVIDES MUTUAL INDEMNIFICATION**

- ◆ Provides Mutual Indemnification for all parties.

### **EXHIBIT A**

- ◆ Notice of appropriation of water dated May 18, 1914. Claimed to the use of water flowing to the extent of 40,000 miners inches under a 4" pressure to be used upon the lands lying in Eastern portions of Contra Costa and Alameda Counties, and the Southwesterly portion of San Joaquin County. NOTE: .025 cfs=1 miner's inch, 40,000 M.I. x .025 cfs = 1,000 c.f.s.

### **EXHIBIT B**

- ◆ BBID/DWR agreement allowing BBID to relocate pumping facilities to intake channel in lieu of accepting a siphon for the Bethany Division.
- ◆ Relocation of BBID pumping facilities and points of diversion made pursuant to CA Water Code and DWR consents to change of diversion.
- ◆ Understood that BBID's rights to quantity or quality of water may or may not be undetermined at the present time (1964).
- ◆ Agreement or DWR's consent does not enlarge or restrict BBID's present water rights.
- ◆ No charge shall be made by DWR to BBID for water pumped irrespective of the source of water in intake channel.
- ◆ DWR consents to perpetual use of intake channel within the BBID right of way.
- ◆ BBID reserves the right to revert back to original point of diversion.

### **EXHIBIT C**

- ◆ BBID notification letter to Trimark Communities.

### **EXHIBIT D-F**

- ◆ Miscellaneous Maps

### Cost Tradeoffs Between Antioch and Randall-Bold WTPs

As noted in Chapter 3, the cost differences between providing expanded capacity for East Antioch at either the existing Antioch or Randall-Bold WTPs is not significant. Therefore, other factors should be used to determine which facility to expand for the East Antioch area.

One cost component that was not evaluated was the effects of the potential raw/treated water pipeline being considered in the SRIP. It is possible that this pipeline could deliver treated water to the Antioch treatment plant from Randall-Bold, thereby reducing the total costs for distribution systems shown in Treatment Option 1. The proposed cost-sharing formula is important in determining overall economic tradeoffs. It is recommended that the City of Antioch discuss with CCWD the potential savings available from connecting to the SRIP pipeline when determining whether to expand the Antioch treatment plant.

### Treated Water Supplies for Discovery Bay

Chapter 3 notes that the costs of supplying treated surface water to Discovery Bay will be significant. The most cost-effective method that was analyzed of providing treated surface water to Discovery Bay involved a new East County treatment plant, and resulted in a capital cost of approximately \$15 million (treatment and distribution). This cost is compared to an estimated groundwater treatment facility cost of approximately \$5 million.

One option that wasn't evaluated in detail is the possibility of delivering treated water from the Byron area to Discovery Bay. Treatment Option 5 develops the cost of a water treatment facility in the Byron area. Additional distribution facilities would be necessary to deliver water to Discovery Bay. There is a potential to implement surface water treatment at lower cost with this option, depending on the cost-sharing provisions.

Before abandoning the possibility of delivering surface water supplies to Discovery Bay, it is recommended that cost-sharing discussions be held between Brentwood and Discovery Bay regarding the potential new East County treatment plant. In addition, a conceptual cost analysis should be performed for the Discovery Bay/Byron option described above.

### Treated Water Supplies for Byron

Developing treated water supplies for the Byron area is shown to cost approximately \$8 million for treatment facilities alone. Due to the lack of a centralized potable water distribution system in Byron, additional costs would be associated with installing a distribution system.

At least one new development is considered in the BBID service area (Mountain House). The current development plans for Mountain House call for a surface water treatment plant located within the development. Raw water supply would be delivered by BBID from a facility located on the intake channel to the Banks Pumping Plant. Unfortunately, the location of this treatment plant in Mountain House precludes the ability to cost-effectively integrate the additional capacity requirements for the Byron area into the treatment plant. If this treatment plant were to be located closer to the Byron area, it may be possible to achieve economies of scale in treatment capacity and provide for future treatment of surface water supplies in the Byron area. It is recommended that BBID discuss this possibility with San Joaquin County and the Mountain House developers.

A-08-829  
(10/28/08)

**AMENDMENT NO. 2**  
**to**  
**WATER SERVICES AGREEMENT**  
**BETWEEN**  
**BYRON-BETHANY IRRIGATION DISTRICT AND**  
**MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT**

This Amendment No. 2 ("Amendment No. 2") to the Water Services Agreement between Byron Bethany Irrigation District and Mountain House Community Services District ("Water Services Agreement") is entered into this 28th day of October, 2008, by and between Byron Bethany Irrigation District (hereinafter referred to as "BBID") operating under and by virtue of Division 11 of the California Water Code, and Mountain House Community Services District (hereinafter referred to as "MHCS") a community services district formed pursuant to Division 3 (commencing at Section 61000) of Title 6 of the California Government Code.

**RECITALS**

WHEREAS, BBID originally authorized a Water Services Agreement between BBID and MHCS on September 7, 1993; and,

WHEREAS, BBID and MHCS entered into a Water Services Agreement on or about May 26, 1996; and,

WHEREAS, BBID and MHCS entered into Amendment No. 1 to the Agreement on August 8, 2000; and,

WHEREAS, MHCS has subsequently determined that an additional supply of water is needed to fully serve the area within the Mountain House Community known as Specific Plan III; and,

WHEREAS, MHCS has subsequently determined that the raw water storage at the Water Treatment Facility is no longer required;

NOW, THEREFORE, the undersigned parties agree, for full and adequate consideration, the receipt of which is hereby acknowledged, as follows:

**1.0 RECITALS:**

The Recitals contained herein are an integral part of this Amendment to the Agreement.

**2.0 EFFECTIVE DATE:**

The Effective Date of this Amendment shall be October 28, 2008.

**3.0 ADDITION OF SECTION 3.2.2:**

Section 3.2.2 is added to the Agreement to read as follows:

3.2.2 Availability of Additional Water. In accordance with Section 3.2.1 of the Water Services Agreement, BBID has determined that water in excess of 9,413 acre-feet is available for use within MHCS D and therefore agrees to supply an additional 400 acre-feet for a total of 9,813 acre-feet per year of raw water to the MHCS D pursuant to BBID's rules and regulations as amended and otherwise subject to the terms and conditions of the Water Services Agreement and any subsequent amendments thereto.

**4.0 AMENDMENT TO SECTION 6.3:**

Section 6.3 as amended by Amendment No 1 is amended to read as follows:

6.3 Treatment Plant and Raw Water Storage Facilities: MHCS D will construct a water treatment plant and appurtenant facilities within the Mountain House Project Area at one of the alternative locations described on the map attached as Exhibit "F." MHCS D has been issued Permit No. 3910027, dated June 13, 2007, by the State Department of Health for its water treatment plant and therefore is no longer required to construct raw water storage as a component of its water service facilities. Under no circumstance, either now or in the future, will BBID be required to construct storage for raw water as part of the water supply system needed to service MHCS D.


**5.0 REAFFIRMATION:**

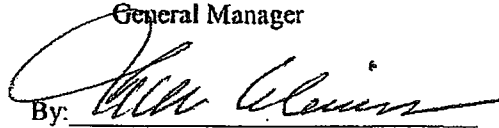
Amendment No. 2 is made in accordance with the provisions of paragraph 27 set forth in the Water Services Agreement. Save and except for the changes, additions or alterations made and set forth in this Amendment No. 2, BBID and MHCS D ratify, reaffirm and restate each and every term and provision of the Water Services Agreement and the Amendment No. 1.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 2 to the Agreement on the date first written above.

BYRON BETHANY IRRIGATION  
DISTRICT

Authorized and approved for  
signature on \_\_\_\_\_, 2008  
Dated: \_\_\_\_\_

By:   
RICK GILMORE,  
General Manager

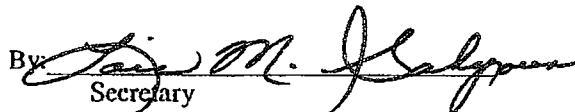
By:   
Secretary

MOUNTAIN HOUSE COMMUNITY  
SERVICES DISTRICT

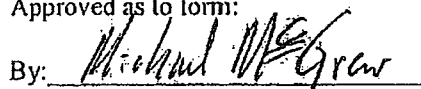
Authorized and approved for  
Signature on \_\_\_\_\_, 2008  
Dated: \_\_\_\_\_

By:   
PAUL M. SENSIBAUGH  
General Manager

Dated: \_\_\_\_\_

By:   
Secretary

Approved as to form:

By:   
MICHAEL MCGREW,  
Special Counsel for MHCSD

**Before the Board of Directors  
of the Mountain House Community Services District  
County of San Joaquin, State of California**

B- 00-968

**MOTION:** Sieglock/Marenco

**Approval of Amendment No. 1 to the Water Services Agreement  
Between Byron-Bethany Irrigation District (BBID) and the  
Mountain House Community Services District (MHCS)**

THIS BOARD OF DIRECTORS DOES HEREBY approve and direct the Chairman to execute Amendment No. 1 to the Water Services Agreement between Byron-Bethany Irrigation District and the Mountain House Community Services District.

I HEREBY CERTIFY that the above order was passed and adopted on August 8, 2000  
by the following vote of the Board of Directors, to wit:

**AYES:** Cabral, Marenco, Gutierrez, Sieglock, Simas

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

LOIS M. SAHYOUN  
Clerk of the Board of Supervisors  
County of San Joaquin  
State of California

Lois M. Sahyoun



AMENDMENT NO. 1  
to  
WATER SERVICES AGREEMENT  
BETWEEN  
BYRON-BETHANY IRRIGATION DISTRICT AND  
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

This Amendment No. 1 ("Amendment") to the Water Services Agreement between Byron-Bethany Irrigation District and Mountain House Community Services District is entered into this \_\_\_\_ day of ~~AUG 11~~ <sup>AUG 10</sup>, 2000 between Byron-Bethany Irrigation District (hereinafter referred to as "BBID") operating under and by virtue of Division 11 of the California Water Code, and Mountain House Community Services District (hereinafter referred to as "MHCSO") a Community Services District formed pursuant to Division 3 (commencing at Section 61000) of Title 6 of the Government Code.

RECITALS

WHEREAS, BBID originally authorized a Water Services Agreement between BBID and MHCSO on September 7, 1993; and

WHEREAS, BBID and MHCSO entered into a Water Services Agreement on or about May 26, 1996 ("Agreement"); and

WHEREAS, Section 6.0 through 6.4 of the Agreement provides for the protection of historically acquired BBID water rights and supplies together with the construction, installation, and, where indicated, transfer of certain water conveyance, acquisition, distribution and delivery facilities together with appurtenances as provided in the Agreement, and contemplated that such construction would take place at one time; and

WHEREAS, the Department of Water Resources (DWR) issued BBID an Encroachment Permit, dated September 29, 1999, which *inter alia* provided for the expansion of BBID's existing pump station on existing DWR right-of-way within the intake channel of the Harvey O. Banks Pumping Plant in order to facilitate construction and delivery of water to MHCSO via a 30-inch water main; and

WHEREAS, BBID approved the Plans and Specifications for the MHCSO pump station expansion and water transmission line providing for an ultimate pumping and delivery capacity of twenty (20) million gallons per day (mgd) on October 12, 1999; and

WHEREAS, the Plans and Specifications (prepared by Trimark Communities ("Trimark"), on behalf of MHCSO) for the pump station expansion and water transmission line contemplate that the improvements will be constructed in phases, setting forth an initial pumping capacity limited to three (3) mgd; provided that, as maximum daily water flow increases, there will be an accompanying need to upgrade the pump units and other appurtenances thereto and it will be necessary in order to accommodate the ultimate delivery capacity of twenty (20) mgd, all of which will require future capital expenditures; and

NOW THEREFORE, the undersigned parties agree, for full and adequate consideration, the receipt of which is hereby acknowledged as follow:

**1.0 RECITALS:**

The recitals contained herein are an integral part of this Amendment to the Agreement.

**2.0 EFFECTIVE DATE:**

The effective date of this Amendment shall be April 1, 2000.

**3.0 ADDITION OF SECTION 6.0.1:**

Section 6.0.1 is added to the Agreement and reads as follows:

6.0.1 Construction and Transfer of Facilities. This Agreement refers to the construction of facilities by MHCSO. The parties acknowledge that Trimark, owner of lands within the MHCSO, will actually undertake construction of some of the facilities. Upon completion of construction, all facilities so constructed will be transferred to MHCSO. MHCSO will thereupon transfer title to BBID where indicated and as provided by this Agreement, for the benefit of Trimark and other landowners.

**4.0 ADDITION OF SECTION 6.1.1:**

Section 6.1.1 is added to the Agreement and reads as follows:

6.1.1 Financial Responsibility for Increase of Pumping Capacity, Installation of Emergency/Standby Generator and Other Pump Station Appurtenances:

The capital expenditures, charges and expenses of providing for the construction and installation of the pump station expansion and water transmission line providing for an ultimate pumping and delivery capacity of twenty (20) million gallons per day (mgd) shall be the sole responsibility and obligation of MHCSO including but not limited to such appurtenances as the installation of the emergency/standby generator and other pump station appurtenances. The financial obligations set forth in Sections 6.0.1 and this 6.1.1. shall bind and be the responsibility of MHCSO regardless of whether or not construction is completed all at once, or in phases over time.

**5.0 AMENDMENT OF SECTION 6.3:**

Section 6.3 to the Agreement is amended to read as follows:

6.3 Treatment Plant and Raw Water Storage Facilities: MHCSO will construct a water treatment plant and appurtenant facilities within the Mountain House Project Area at one of the alternative locations described on the map attached as Exhibit "F". Additionally, MHCSO acknowledges that BBID may have a legal right to store its pre-1914 water, which may be utilized by MHCSO as an overall component of its water supply systems. The parties acknowledge that MHCSO will provide for approximately 4 million gallons



of raw water storage as a component of the first phase of the water service facilities. If through operation of the water service facilities, MHCS D can demonstrate to state regulators that additional raw water storage is not required to meet state or federal water quality standards, and that treated water storage provides sufficient supply, the parties agree that MHCS D will not be required to provide additional raw water storage as a component of the water storage facilities.

**6.0 ADDITION OF SECTION 6.3.1:**

Section 6.3.1 is added to the Agreement and reads as follows:

- 6.3.1 Exclusive Use: The parties acknowledge that Trimark will fund some of the improvements required to serve its lands and required of MHCS D by this Agreement, and will transfer title to such improvements upon completion to MHCS D. The parties further acknowledge that the MHCS D will thereafter transfer title to all improvements contemplated by this Agreement needed to provide water within its boundaries. Therefore, the parties agree that the facilities contemplated by this Agreement to provide water within the MHCS D boundaries, including, but not limited to the Intake Facilities, Conveyance Pipeline, will be owned and operated by BBID for the exclusive benefit of the MHCS D, and will not be used to serve lands outside of the MHCS D without the express prior written consent of the MCHSD.

**7.0 DELETION OF SECTION 22.0:**

Section 22.0 of the Agreement is hereby deleted in its entirety.


**8.0 AMENDMENT AND REAFFIRMATION:**

This Amendment is made pursuant to the provisions of Paragraph 27 set forth in the Agreement. Save and except for the changes, additions or alterations made and set forth in this Amendment; BBID and MHCS D ratify, reaffirm and restate each and every term and provision of the Agreement.

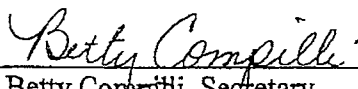
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date first written above.

BYRON-BETHANY IRRIGATION DISTRICT

Authorized and approved  
For signature on 7-11, 2000  
Dated: July 31, 2000


By:   
Rick Gilmore, General Manager

Dated: July 31, 2000

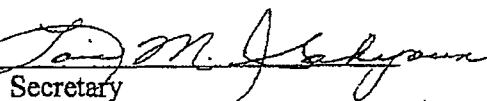
By:   
Betty Compilli, Secretary

MOUNTAIN HOUSE COMMUNITY  
SERVICES DISTRICT

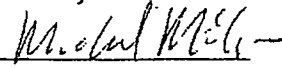
Authorized and approved  
For signature on \_\_\_\_\_, 2000  
Dated: \_\_\_\_\_

By:   
Chairman, Board of Directors

Dated: AUG 8 2000

By:   
Secretary

Approved as to Form  
TERRENCE R. DERMODY  
County Counsel

By:   
Assistant County Counsel

# Hazen *Memorandum*

March 28, 2023

To: Edwin Pattison, General Manager, Byron-Bethany Irrigation District  
From: Jerimy Borchardt, Senior Associate, Hazen  
Alan Karnovitz, Senior Associate, Hazen  
Eric Neill, Principal Engineer, Hazen

## **Proposed Cost of Service Based Updated Water Rate for the Mountain House Community Services District**

### **Introduction**

This memorandum presents the method and assumptions used to estimate the Cost of Service (CoS) and associated user fees for delivering raw water to the Mountain House Community Services District (MHCS D) from the Byron-Bethany Irrigation District (BBID or District). As stipulated under recital 9.0 of the Water Agreement between BBID and MHCS D, entered on August 31, 1993, *“BBID shall from time to time establish by resolution adopted by its Board of Directors, such rates, charges and levies sufficient to provide for the cost of all operation and maintenance, repairs, or materials together with reasonable reserves for operation, maintenance, repair and replacement of facilities accounts for depreciation and sinking funds for rehabilitation or expansion of existing pumping and conveyance facilities and acquisition of further facilities as may be needed in the determination of BBID to divert water for municipal, industrial and domestic uses to MHCS D”*.

The CoS based water rate calculated in this evaluation reflects the annual expenditures borne by BBID for both its annual operations cost and for total capital outlays as presented in the approved BBID 2022 Annual Budget.

The District Operations Cost reflects the annual expenditures to convey raw water to Mountain House Water Treatment Plant (MHWTP) from the California Aqueduct (CA) intake channel. The raw water is pumped from the CA intake channel into the Mountain House Raw Water Pipeline (MHRW Pipeline) by the Mountain House Pump Station (MHPS) and conveyed to the MHWTP through the 3.75-mile MHRW Pipeline. The District Operations Costs also include all administrative and material costs required to staff and supply BBID operations.

The CoS also accounts for BBID’s capital outlays that are required to maintain the level of service provided to its customers. The investments include upgrades and expansions that are beyond the ordinary repair and maintenance expenditures that are paid out of the regular budget. These larger capital investments in BBID infrastructure are financed through issuance of revenue bonds. Repayment of the debt service associated with that borrowing must be funded through generated revenues. Since BBID’s capital investments benefit the entire system, the CoS methodology allocates debt service costs based on each customer’s percentage allocation of all annual produced water. To facilitate further understanding of

Hazen's calculations, the supporting Excel worksheets are provided as an attachment to supplement this memorandum.

## 1. Cost of Service-based User Rate

This section outlines the methodology used to determine the user rate that MHCSO will pay for each acre-foot of water allocated to the MHCSO service area.

### 1.1 Cost Allocation Method

The CoS Method allocates a customer's share of the total cost borne by the supplier. In this case, MHCSO is anticipated to require 4,500 acre-feet in 2023 of its allowable allocation of 9,413 acre-feet per year. This anticipated demand would account for 13.6 percent of the estimated 33,000 acre-feet of water that will be supplied to all BBID's customers in FY2023. Accordingly, under the CoS method, BBID should allocate 13.6 percent of its total annual budget to the MHCSO service area to ensure full recovery of its operation and maintenance costs and to assign an equitable share of the budgetary burden to the District for the services it receives. Except for power costs to pump the water to the connection point (which are estimated separately), it is assumed that the unit cost to produce one acre-foot of water is the same for all customers. The main cost categories included in the annual BBID budget for District Operations include the following:

- Operations and Maintenance: Source of Supply
  - The cost borne by BBID to access the water, including a user fee to the State Water Resources Control Board and some equipment maintenance costs.
- Operations and Maintenance: Labor Salary and Benefits
  - Labor costs encompass salaries and benefits for operational staff.
- Operations and Maintenance: Non-Labor
  - Non-Labor O&M costs are materials, equipment and various sundry items and services that are used to operate and maintain the BBID system.
- General and Administrative: Salary and Benefits
  - Labor costs encompass salaries and benefits for administrative staff.
- General and Administrative: Other
  - General and Administrative "other" includes supplies and purchased services to support the administration activities of BBID.
- Operations and Maintenance: Pumping
  - Operation and maintenance of pumping include general maintenance services and supplies (i.e., lubricant).

As described earlier, the CoS evaluation treats both the non-capital costs and capital outlays referenced above as shared costs. Specifically, these costs are allocated to the BBID service area customers based on the proportion of the total water sold by BBID to all customers. These allotted costs are separated from the charges for the power costs associated with operating the pump station used to lift the water for conveyance to the MHCSO connection point.



Capital outlays included in the annual budget encompass debt service costs for multiple enterprise revenue bonds and for associated expenditures that include liability prefunding and O&M. These costs are shown in the following section.

## Shared Cost Assumptions

The CoS uses BBID's approved FY 2022 budget as the basis for allocating shared costs. The approved budget breaks down costs by cost category and by line items within each cost category. Table 2 presents the total non-capital shared costs from the 2022 approved budget. As shown in Table 2, non-capital expenditures were projected to exceed \$6.54 million in FY 2022. Labor costs, including salaries and benefits account for about 45 percent of the non-capital budget and materials, equipment, and other services (e.g., legal, consulting) included in general administration (G&A) accounted for about 55 percent of the total. G&A, at about \$2.0 million, is the largest cost category within the non-capital expenditures category. Table 3 shows itemized capital outlay expenditures totaling \$2,045,090.

**Table 2: 2022 BBID Approved Budget Summary - Non-Capital Costs**

Salaries and Benefits	
Operations and Maintenance	\$1,733,480
General and Administration	\$1,232,627
Total Salaries and Benefits	\$2,966,107
Non-Labor Expenditures	
Source of Supply	\$68,000
Pumping (excluding power)	\$221,500
Operations, Engineering and Maintenance	\$1,160,759
General Administration	\$1,978,352
Total Non-Labor Expenditures	\$3,428,611
<b>Total Non-Capital Expenditures</b>	<b>\$6,394,718</b>

**Table 3: 2022 BBID Approved Budget Summary – Capital Outlays**

Capital Outlay	
BBJPA Series 2017	\$269,992
BBJPA Series 2018	\$426,920
BBJPA Series 2021 (P&I)	\$248,178
OPEB Prefunding Liability	\$100,000
Operations and Maintenance	\$1,000,000
<b>Total Capital Outlay</b>	<b>\$2,045,090</b>

Note: About \$240k of the \$488K for BBJPA Series 2021 (P&I) is for WINN Act capital repayment for CVP and was excluded from the rate calculation

Including capital outlays, but excluding power costs, BBID's FY2022 district expenditures totaled \$8,439,808. Distributed across the total 33,000 acre-feet delivered by BBID, this results in a base assessment of \$255.75 per acre-foot to fully cover district operations (non-capital) costs and capital outlays, without considering power costs.

## **1.2 Power Costs and Recommended Water Rate for the MHCSD**

Added to the apportioned non-capital costs and capital outlays is the cost of power associated with transmission of water to the MHCSD connection point. Based on the expected flow, the size of the pump and pipeline, and the cost of power to BBID (\$0.202/kwh), Hazen calculated that the annual cost to pump 4,500 acre-feet of water to the MHCSD connection point would be \$109,452 or \$24.32 per acre-foot.

Based on the MHCSD's anticipated take of 4,500 acre-feet per year, the recommended water rate is the sum of the pumping cost (\$24.32) and the capital and non-capital shared costs (\$255.75), for a total rate of \$280.07 per acre-foot.

## **2. Conclusion**

In summary, Hazen has calculated the user rate for MHCSD as \$280.07 per acre-foot for the calendar year 2023.

# Hazen *Memorandum*

## **Attachments:**

1. Pumping Energy Calculation

## Byron Bethany Irrigation District Sale of Non-Project Water to MHCSD



# Hazen

### Purpose

Calculate the annual O&M cost per acre-foot to be paid by the MHCSD for Year 2023

### Summary

	Raw
Fiscal Year	2022
Total Volume per year to MHCSD (AF)	4,500
Total Volume per year to all customers (AF, est)	33,000
Pumping Power Cost per kWh	\$0.20
Annual Conveyance Loss	0%
FY Budget Property Tax Revenue	n/a
FY Budget Total Expenses (Including Capital, excluding power)	\$8,439,808
Cost per acre-foot	\$280.07
Total Annual Cost	\$1,260,335

### Instructions

Cell colors denote purpose and editability of cell

User Input	User can edit information in these cells without impacting formulas.
Formula	Cells that include formulas and/or call values from other cells. User should not edit.
Final Output	Cells include final output for calculations on tab or in workbook. User should not edit.

### Assumptions

Uses BBID Proposed Budget as basis for costs excluding pump power and tax revenue

Excludes supply and storage costs

Costs allocated to volume cost component

### Tab Descriptions

Summary: User can input FY-specific information (water volumes, power cost, conveyance loss, and

Cost Allocation: Summary of Expense Line Items, water usage, and MHCSD cost per ac-ft. Final cost per

Cost Inputs: User can input budget numbers for each expense line item in Column B. Add rows to each

PS Power Costs: User can input information into blue cells to estimate annual dedicated pump station



<b>2022 BBID Proposed Budget Summary</b>	
<i>LABOR EXPENDITURES (SALARIES AND BENEFITS)</i>	
Operations & Maintenance	\$1,733,480
Administration	\$1,232,627
TOTAL SALARIES & WAGES	\$2,966,107
<i>NON LABOR EXPENDITURES</i>	
Source of Supply	\$68,000
Pumping (excluding power)	\$221,500
Operations, Engineering & Maintenance	\$1,160,759
General and Administrative	\$1,978,352
Total Non Labor Expenditures	\$3,428,611
TOTAL DISTRICT OPERATIONS EXPENDITURES	\$6,394,718
TOTAL CAPITAL EXPENDITURES	\$2,045,090
TOTAL DISTRICT ANNUAL EXPENDITURES (Excluding Power)	\$8,439,808
<b>Allocation to Tracy Hills</b>	
MHCSD Annual Water Usage (ac-ft)	4,500
Total Water Delivered	33,000
MHCSD Annual Water Usage (percent)	13.64%
Pump Power Costs (Calculated; 100% responsible)	\$109,452
<b>Cost of Service Water Rates, FY 2023</b>	<b>Per Acre-Foot</b>
Cost per ac-ft	\$280.07

<b>OPERATIONS &amp; MAINTENANCE SOURCE OF SUPPLY</b>	
4311 Transformer/Transmission Lines/Poles Maintainer	\$30,000
4315 SLDMWA Membership Assessment	\$0
Eliminated per Frances	
4316 Engineering-Source of Supply	\$3,000
4317 SWRCB User Fee (CVPSA)	\$35,000
<b>SubTotal</b>	<b>\$68,000</b>
<b>PUMPING/SUPPLEMENTAL WATER</b>	
4318 WSID Wheeling Fee	
4319 Supplemental Water Purchase	\$0
4320 Pump Maintenance	\$25,000
4321 Pump/Motor Lube	\$1,500
4322 SCADA/Telemetry-Auto Control	\$100,000
4323 Motor Maintenance	\$25,000
4324 PWPRA Power	\$0
4325 PG&E Power	\$0
4326 Emergency Generators	\$35,000
4328 WAPA Power	\$0
4328A WAPA Restoration	\$35,000
<b>SubTotal</b>	<b>\$221,500</b>
<b>OPERATIONS AND MAINTENANCE</b>	
4232 O&M Liability Insurance	\$23,559
4369 Canal Maintenance	\$15,000
4370 Station Maintenance	\$15,000
4371 Laterals/Structures/Pipeline Maintenance	\$15,000
4372 Materials/Hardware/Fasteners	\$20,000
4373 Sub Laterals/Pipeline	\$10,000
4374 Canal Gate Maint.	\$35,000
4375 Surface Drains	\$12,000
4376 Tile Drains	\$5,000
4377 Canal Crossings	\$2,000
4379 Communications	\$25,000
4380 Small Tools & Equipment	\$12,000
4381 Building Maintenance	\$5,000
4381B Landscaping/Repairs Maintenance	\$21,000
6114A WSSA Utilities	\$4,500
43810 Fire System	\$9,000
4381D Alarm System	\$6,500
4381E HVAC	\$8,500
4381F Janitorial Service & Supplies	\$20,000
4381H Pest Management	\$1,800
4382 Uniforms	\$8,500

4383 Shop Supplies	\$6,500
4383A Welding Shop & Supplies	\$5,000
4383B Meter Shop & Supplies	\$1,000
4384 Vehicle Maintenance	\$30,000
4385 Construction Equip. Maint.	\$20,000
4386 Fuel/Lube/Oil Tires	\$130,000
4386A Mileage Reimbursement	\$1,100
4386B Waste Oil Disposal	\$1,100
4387 Canal Fences	\$2,500
4388 Rodent Control	\$2,000
4389 Right of Way Weed Control	\$40,000
4390 Weed Burning	\$4,000
4391 Aquatic Weed Control	\$270,000
4392 Road Maint. & Right of Way	\$60,000
4393 Water Quality Testing	\$5,000
4394 Flow Meters Repairs	\$8,000
4395 Safety Supplies/Equipment/Boots	\$12,000
4396 Worker Safety Training	\$4,500
4397 Physical Exams/DOT/Drug Testing	\$3,000
4398 Engineering	\$215,000
4398C GSA Implementation	\$50,000
4399 Continuing Education	\$1,500
4402 Permits/Licenses (CVPSA)	\$1,000
4500 Propane Facilities	\$3,200
4502 Refuse/Disposal	\$5,500
4503 Bottled Water Service	\$4,500
<b>Subtotal</b>	<b>\$1,160,759</b>

#### **SALARIES O&M LABOR**

4338 O&M Employee Relations	\$1,500
4340A WWTF Chief Operator	\$32,000
4341 O&M Labor	\$938,070
4342 O&M Part Time Labor	\$0
4343 O&M Other Compensation	\$126,337
4344 Health Ins.	\$236,340
4345 Dental Ins.	\$4,493
4346 Vision Ins.	\$2,673
4347 Retirement (PERS)	\$150,000
4348 Worker's Comp.	\$40,000
4349 Medicare	\$14,228
4350 Social Security	\$60,839
4351 Life Insurance	\$3,614
4352 Incentive Pay-Longevity	\$6,300
4353 Incentive Pay-Pesticide License	\$1,800



4354 Overtime	\$115,000
4357 Employee Assistance Program	\$286
<b>Subtotal</b>	<b>\$1,733,480</b>
<b>SALARIES General &amp; Administration</b>	
6000 General Manager	\$306,124
6002 Administration Support	\$393,380
6003 Admin Part Time Support	\$0
6004 AGM, Director, Administration/IT	\$131,226
6005 Admin Other Compensation	\$112,835
6006 Health Insurance	\$97,178
6007 Dental Insurance	\$2,621
6008 Vision Insurance	\$1,559
6009 Retirement (PERS)	\$85,000
6010 Worker's Comp	\$5,000
6014 Social Security	\$51,952
6015 Medicare	\$12,150
6016 Life Insurance	\$2,652
6017 Longevity	\$4,500
6018 Incentive Pay - Pesticide License.	\$1,200
6025 Employee Relations (Admin)	\$400
6030 State Unemployment Insurance	\$4,000
6040 FUTA Tax	\$900
6236 Pension Fund - 401A	\$19,800
6240 State Employee. Training Tax	\$150
<b>Subtotal</b>	<b>\$1,232,627</b>
<b>G&amp;A</b>	
6100 Office Supplies	\$7,000
6101 Payroll Services	\$6,000
6106 Postage	\$2,000
6108 Printing, Forms, Maps	\$3,000
6112 Printing (Legal)	\$800
6116 Telephone	\$21,000
6120 Bank Fees	\$1,000
6121 Trustee Fees/Continuing Disclosure	\$1,500
6230 Employee Assist Program-Director	\$200
6230A Employee Assist Program-Admin	\$143
6232 Admin Liability Insurance	\$15,906
6233 Property Insurance	\$48,778
6234 Office Equip./Lease	\$12,500
6238 Retiree's Health Insurance	\$101,402
6302 Directors Expense	\$15,000
6303 Directors Benefits	\$165,333
6304 District Official's Expense	\$30,000
6310 Legal Services	\$800,000

6310A Legal Services (CVPSA)	\$200,000
6312 Auditing	\$25,000
6313 Actuarial Expense - OPEB	\$8,000
6314 Election Expense	\$2,500
6315 Record Retention Program	\$250
6328 Rental Unit	\$2,000
6330 Permit Fees, Dues, Subscriptions	\$65,000
6330A Permits Dues & Subs WSSA	\$3,000
6331 Admin Cont. Education	\$500
6332 Recording Fees	\$250
6333 Interest Expense	\$238,090
6340 Hardware/Software/License Fees	\$17,000
6340A Hardware/Software WSSA	\$1,000
6342 Public Outreach	\$58,800
6343 Website	\$25,400
6345 State/Federal Representation	\$90,000
6350 Human Resources Consulting	\$10,000
Subtotal	<b>\$1,978,352</b>
<b>CAPITAL OUTLAY</b>	
BBJPA Series 2017 269,991.50	\$269,992
BBJPA Series 2018 426,920.00	\$426,920
BBPFA Series 2021 (P&I) 488,178.00	<b>\$248,178</b>
OPEB Liability Prefunding 100,000.00	\$100,000
Operations & Maintenance 1,000,000.00	\$1,000,000
<b>Total</b>	<b>\$2,045,090</b>

### Pump Total Dynamic Head Calculation

Source	Parameter	Units	Value
PS Average Condition	Flow Rate	ft <sup>3</sup> /s	12.4
		gal/min	5,566
Client	Nominal Pipe Diameter	in	30
A=3.14(D2/4)	Pipe Area	ft <sup>2</sup>	4.91
V=Q/A, Maximum velocity is 5 ft/sec	Mean Velocity	ft/sec	2.53
Material	Pipe Material	--	Steel (CML)
	Total Headloss	ft	25.50
Client	Elevation Change (ΔH)	ft	51
TDH=ΔH+h <sub>f</sub>	Total Dynamic Head	ft	76.5

### Pump Power Cost Calculation

Source	Parameter	Units	Value
	Flow Rate	cfs	12
		gpm	5,566
*	Water hp	hp	108
	TDH	ft	77
Assumed	Pump x Motor efficiency	%	65%
User Input	Price per kWh	USD	\$0.20
~	Power Cost per hour	USD	\$25
User Input	Total volume per year	ac-ft	4,500
	Time to pump	hr	4,391
	Power Cost per Year	USD	\$109,452

The energy cost per hour for pumping water can be calculated in imperial units as

$$C = 0.746 Q h c / (3960 \mu_p \mu_m) \quad (1)$$

where

C = cost per hour (USD/hour, EUR/hour, ...)

Q = volume flow (US gpm)

h = differential head (ft)

c = cost rate per kWh (USD/kWh, EUR/kWh, ...)

$\mu_p$  = pump efficiency (0 - 1)

$\mu_m$  = motor efficiency (0 - 1)

\* [https://www.engineeringtoolbox.com/pumping-water-horsepower-d\\_753.html](https://www.engineeringtoolbox.com/pumping-water-horsepower-d_753.html)

~ [https://www.engineeringtoolbox.com/water-pumping-costs-d\\_1527.html](https://www.engineeringtoolbox.com/water-pumping-costs-d_1527.html)





# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON

DATE: April 19, 2023

SUBJECT: Exchange Water Charge Increase for Raw Water Service Area 2 (Tracy Hills)

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## RECOMMENDATION

Approve the increased Exchange Water Charge (as term defined below) of \$344.04 per acre-foot of the water the Byron-Bethany Irrigation District (District) provides to the City of Tracy (City) for use in a portion of the Tracy Hills Community, comprising the District's Raw Water Service Area 2. The current Exchange Water Charge for Raw Water Service Area 2 is \$218.09 per acre-foot.

## DISCUSSION

The 2013 Wholesale Water Agreement (Agreement) between the District and the City requires that each year the District shall provide the City with the estimated cost for the supply and delivery of Exchange Water. In addition, the Agreement provides that the Exchange Water Charge shall be based on certain data and shall include certain costs — such as services costs, pumping costs, etc. In February 2023, as a component to the 2023 budget, Hazen and Sawyer conducted a study and prepared a Memorandum Regarding Cost of Service Based Updated Water Rate for the City of Tracy (Memorandum), using the data and costs provided in the Agreement, to recommend a per-acre-foot charge for the Exchange Water conveyed to Raw Water Service Area 2. The recommended Exchange Water Charge in the Memorandum is expected to be closer to the current costs the District incurs when providing water to Raw Service Area 2, but additional rate analysis will occur throughout 2023 such that the District's costs to provide raw water under the Agreement are covered in full.

## BACKGROUND

The Agreement took effect on August 6, 2013. It entitles the City to receive an annual water supply of up to 4,500 acre-feet for use in Raw Water Service Area 2. The Agreement expressly

acknowledges the District's then-future execution of a contract with the United States Bureau of Reclamation (USBR) under the Warren Act.

On April 25, 2014, USBR and the District executed such a contract (USBR Contract). The USBR Contract allows the District to introduce water diverted under its pre-1914 appropriate water right, which is non-Central Valley Project (CVP) water, into facilities owned and operated by USBR —the Delta Mendota Canal—at a point certain. In exchange for the non-CVP water that the District introduces into the DMC at the Point of Introduction, USBR will deliver a like quantity of water, less carriage loss, to the District's Raw Water Service Area 2 for municipal and industrial purposes of use (Exchange Water). The USBR Contract makes it possible for the District to provide water to Raw Water Service Area 2 because it allows the District to use the Delta Mendota Canal as conveyance facility.

### **FISCAL IMPACT**

Increasing the Exchange Water Charge for the water the District provides to the City for use in Raw Water Service 2 results in a revenue increase of \$94,000 per year to the District. It will also align the water charge to the actual cost of providing raw water to Raw Water Service 2 under the Agreement.

### **ATTACHMENTS**

**Resolution 2023-12:** A Resolution of the Board of Directors of Byron-Bethany Irrigation District Authorizing Adoption of Exchange Water Charges for Water Provided to the City of Tracy for Use in Raw Water Service Area 2 under a 2013 Wholesale Water Agreement with City of Tracy.



**RESOLUTION NO. 2023-12**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF BYRON-BETHANY IRRIGATION DISTRICT  
AUTHORIZING ADOPTION OF EXCHANGE WATER  
CHARGES FOR WATER PROVIDED TO THE CITY OF TRACY  
FOR USE IN RAW WATER SERVICE AREA 2 UNDER A  
2013 WHOLESALE WATER AGREEMENT WITH CITY OF TRACY**

**WHEREAS**, the Board of Directors ("Board") of Byron-Bethany Irrigation District ("District") has the authority to establish rates and charges for the operation of the District;

**WHEREAS**, in 1999, the Local Agency Formation Commission of San Joaquin County approved the annexation of a portion of the Tracy Hills development area into the District's Raw Water Service Area 2;

**WHEREAS**, the District and the City of Tracy ("City") executed a Wholesale Water Agreement with an effective date of August 6, 2013, attached hereto as **Exhibit A**, stipulating that the District shall provide an annual water supply of up to 4,500 acre-feet to the City;

**WHEREAS**, the Wholesale Water Agreement's initial term terminates after February 28, 2053, but allows the District and City to extend the term in writing prior to January 1, 2051;

**WHEREAS**, according to Recital D of the Wholesale Water Agreement and exhibits thereto, a 2,006-acre portion of the Tracy Hills development is located within, and is referred to as, the District's Raw Water Service Area 2;

**WHEREAS**, Recital E of the Wholesale Water Agreement states that the District and the United States Bureau of Reclamation ("USBR") negotiated "a Long-Term Contract Providing for Exchange of Water Between the United States and Byron Bethany Irrigation District – Delta Division and San Luis Unit, Contract No. 11-WC-20-0149" ("USBR Contract," attached as Exhibit B to the Wholesale Water Agreement), which the District's Board was to execute following the execution of the Wholesale Water Agreement;

**WHEREAS**, on April 25, 2014, the District and the USBR executed the USBR Contract, expressly providing March 1, 2014, as the effective date;

**WHEREAS**, the USBR Contract entitles the District to introduce water diverted under its pre-1914 appropriate water right, which is non-Central Valley Project ("CVP") water, into facilities owned and operated by USBR –the Delta Mendota Canal ("DMC") – at a point certain ("Point of Introduction");

**WHEREAS**, in exchange for the non-CVP water that the District introduces into the DMC at the Point of Introduction, USBR will deliver a like quantity of water, less carriage loss, to the District's Raw Water Service Area 2 for municipal and industrial purposes of use ("Exchange Water");

**WHEREAS**, the USBR Contract limits the quantity and timing of the non-CVP water the District may introduce at the Point of Introduction to 4,725 acre-feet and only during March through October, as well as the quantity of the Exchange Water USBR may deliver to Raw Water Service 2, which is 4,500 acre-feet;

**WHEREAS**, the annual entitlement of up to 4,500 acre-feet of water supply the District provides to the City under the Wholesale Water Agreement is the very Exchange Water that USBR delivers to the Raw Water Service Area 2 under the USBR Contract;

**WHEREAS**, Section 4.1 of the Wholesale Water Agreement provides that the District will provide the City with Exchange Water "pursuant to, and subject to the terms and conditions of" the USBR Contract;

**WHEREAS**, Section 7.2 of the Wholesale Water Agreement states that BBID shall provide annually the City with the estimated cost for the supply and delivery of Exchange Water ("Exchange Water Charge");

**WHEREAS**, Section 7.2 of the Wholesale Water Agreement further provides that the Exchange Water Charge shall either be based on a rate study conducted by the District or on the previous year's cost and the City's projected annual water deliveries, and shall include management services costs, pumping costs (e.g., electric, labor, and minor maintenance), conveyance costs, conveyance losses, and storage costs;

**WHEREAS**, using the criteria provided in Section 7 of the Wholesale Water Agreement, Hazen and Sawyer conducted a study and prepared a Memorandum Regarding Cost of Service Based Updated Water Rate for the City of Tracy ("Memorandum"), attached hereto as **Exhibit B**; and

**WHEREAS**, the Memorandum provides a calculated Exchange Water Charge of \$344.04 per acre-foot;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Byron-Bethany Irrigation District as follows:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The Memorandum is in substantially the same form presented to the Board and on file with the Secretary to the Board.
3. The Board approves the Exchange Water Charge of \$344.04 per acre-foot, which shall be effective immediately and continue until subsequently revised under the terms of the Wholesale Water Agreement.
4. The General Manager, BBID staff, and General Counsel are authorized and directed to take all additional actions necessary or appropriate to carry out the intent of this Resolution and ensure

that the District receives payment of all Exchange Water Charges from the City, as provided in the Wholesale Water Agreement.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Board of Directors of Byron-Bethany Irrigation District on April 19, 2023, by the following vote:

Ayes:

Noes:

Abstained:

Absent:

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Mr. Timothy Maggiore, President

**Secretary's Certification**

I, Ilona Ruiz, Board 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 April 19, 2023, 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, Board Secretary

**EXHIBIT A**  
**Wholesale Water Agreement**

**EXHIBIT B**  
**Hazen and Sawyer Memorandum**

**WHOLESALE WATER AGREEMENT BETWEEN BYRON BETHANY  
IRRIGATION DISTRICT AND THE CITY OF TRACY**

This Agreement is entered into on August 6, 2013, by and between BYRON BETHANY IRRIGATION DISTRICT ("BBID"), a political subdivision of the State of California, and the CITY OF TRACY ("CITY"), a municipal corporation, collectively referred to as the "Parties" and each singularly as a "Party."

**RECITALS**

A. BBID is an irrigation district organized and operating under and by virtue of Division 11 of the California Water Code. BBID was formed in 1919 for the purpose of providing irrigation water service to lands within the district. It currently provides irrigation water service to approximately 20,000 acres of land within its district boundaries;

B. BBID has the authority to deliver water for domestic, municipal, and industrial purposes pursuant to Water Code sections 22075 and 22076;

C. The primary source of water supply for BBID's Byron Service Area is from a pre-1914 water right originating in Italian Slough as set forth in a Notice of Appropriation of Water dated May 18, 1914.

D. The 6,000-acre Tracy Hills Property was annexed by the CITY in 1998. The Tracy Hills Property is located within the southwestern portion of the CITY. Approximately 2,006 acres of the Tracy Hills Property, hereinafter referred to as the Raw Water Service Area 2 ("RWSA2"), was annexed into the Byron Service Area of BBID on December 10, 1999. A map of the Tracy Hills Property, specifically depicting RWSA2, is attached hereto as Exhibit A and incorporated herein.

E. The United States Bureau of Reclamation ("Reclamation") and BBID have negotiated a Long-Term Contract Providing for Exchange of Water Between the United States and Byron Bethany Irrigation District – Delta Division and San Luis Unit, Contract No. 11-WC-20-0149 ("Exchange Contract"), which is attached hereto as Exhibit B and incorporated herein. BBID's Board of Directors has authorized the execution of the Exchange Contract, which will be undertaken following the execution of this Agreement.

F. BBID and CITY desire to enter into this Agreement for the purpose of specifying the terms and conditions under which BBID will provide a wholesale water supply to CITY for municipal and industrial use within RWSA2.

NOW THEREFORE, the Parties understand and agree as follows:

**AGREEMENT**

1. **RECITALS**. The recitals contained herein are an integral part of this Agreement and are true and correct.

2. TERM.

2.1 Initial Term. This Agreement shall be effective upon execution and shall remain in effect through February 28, 2053.

2.2 Agreement to Extend. The term of this Agreement shall be extended at the request of the CITY and subject to terms mutually agreeable to the Parties. A request for an extension of this Agreement shall be made in writing to BBID no later than January 1, 2051.

2.3 To the extent BBID has a statutory obligation to provide water service under provisions of law governing Irrigation Districts to lands within its boundaries, termination of this Agreement shall not be interpreted as affecting any such obligation of BBID to provide water to RWSA2.

3. CONDITION PRECEDENT. It is the intent of the Parties that the obligations of CITY under this Agreement shall not become binding and enforceable against CITY unless and until (i) a development plan for the Tracy Hills Property has been finally approved by CITY, (ii) construction of the Tracy Hills development project has commenced, and (iii) Reclamation executes the Exchange Contract, which events shall constitute conditions precedent to the obligations of CITY to perform under this Agreement.

4. WATER SUPPLY.

4.1 BBID shall deliver to CITY, on a wholesale basis, untreated Non-Central Valley Project Water (hereinafter "Exchange Water") in the amount of up to 4,500 acre-feet per Year. For purposes of this Agreement "Year," "Annual" or "Annually" shall mean the period from and including March 1 of each calendar year through the last day of February of the following calendar year. The Parties acknowledge and agree that the Exchange Water will be provided pursuant to, and subject to the terms and conditions of, the Exchange Contract.

4.2 BBID shall also be responsible for providing no more than 225 acre-feet of Exchange Water annually for conveyance losses in the Delta Mendota Canal. CITY will bear a 5 percent conveyance loss for all deliveries under this Agreement.

4.3 Exchange Water will be delivered to the CITY by Reclamation at the turnout on the Delta Mendota Canal for the John Jones Water Treatment Plant at MP 15.88L. The CITY shall be responsible for treatment and for the control, carriage, handling, distribution and disposal of the Exchange Water beyond the point of delivery specified herein.

5. PLACE OF USE. Exchange Water delivered to the CITY pursuant to this Agreement shall be used only within RWSA2.

6. SCHEDULE OF DELIVERY OF EXCHANGE WATER.

6.1 The amount, timing, and rate of delivery of Exchange Water by BBID to the CITY during any Year shall be governed by this Section 6.

6.2 On or before December 1 of each Calendar Year, the CITY shall submit in writing to BBID a preliminary Delivery Schedule, indicating the monthly amount, timing and rate of delivery of Exchange Water during the following Year.

6.3 Upon receipt of the preliminary Delivery Schedule described in Section 4.2, BBID shall review the preliminary Delivery Schedule and seek approval from Reclamation pursuant to the Exchange Contract. BBID will consult with the CITY regarding any revisions to the preliminary Delivery Schedule that may be required by Reclamation. BBID and the CITY will meet in good faith to develop a mutually acceptable final Delivery Schedule that reasonably satisfies the CITY's water supply requirements within the limits of BBID's delivery capacity. A final Delivery schedule will be in place no later than March 1 of any Calendar Year.

6.4 Any revisions to the final Delivery Schedule by the CITY shall be submitted to BBID and approved by Reclamation in accordance with the Exchange Contract.

## 7. PAYMENT FOR EXCHANGE WATER.

7.1 CITY shall pay BBID for Exchange Water requested by and delivered to CITY in accordance with this Section 7.

7.2 On January 1<sup>st</sup> of each Calendar Year, BBID will provide to the CITY the estimated cost ("Exchange Water Charge") for the supply and delivery of Exchange Water to the CITY. The Exchange Water Charge will be based upon a rate study conducted by BBID or upon the previous Year's cost and the CITY's projected Annual water deliveries. The Exchange Water Charge will include, but is not limited to, management services, pumping costs (electric, labor, minor maintenance), conveyance, conveyance losses and storage costs. The management services cost portion of the Exchange Water Charge will be equal to the total BBID Administrative Budget divided by the quantity of water (i) delivered by BBID to all customers during the previous Year, and (ii) transferred by BBID to third parties during the previous Year. For purposes of this Agreement, "BBID Administrative Budget" means that portion of the BBID annual budget attributable to general administrative costs such as, but not limited to, salaries, wages, benefits, legal and accounting services and office expenses, but shall not include any operation or maintenance expenses.

7.3 On February 1<sup>st</sup> of each Calendar Year, the CITY will submit the Exchange Water Charge to BBID. BBID will establish a separate account ("Exchange Water Charge Account") from which BBID will deduct the actual costs for providing the Exchange Water to the CITY's turnout on the DMC at MP 15.88L. BBID will provide the CITY a monthly statement of actual costs and the remaining balance in the Exchange Water Charge Account. If actual costs exceed the estimated Exchange Water Charge, the CITY will make an additional payment to cover the estimated Exchange Water Charge for the remainder of the Year. If actual costs are less than the estimated Exchange Water Charge, the remaining balance in the Exchange Water Charge Account will be carried over into the following Year and credited to CITY.



8. PAYMENT OF MAJOR MAINTENANCE AND REPLACEMENT COSTS.

8.1 BBID will establish a separate interest-bearing Major Maintenance and Replacement Account, and all interest paid thereon will inure to the benefit of CITY. Funds in this account will be used to replace equipment such as pumps, SCADA and electrical controls as well as other major maintenance and replacement that may be required. BBID will provide the CITY with an annual statement of the Major Maintenance and Replacement Account.

8.2 BBID will determine an annual Major Maintenance and Replacement Charge based upon a rate study to be undertaken by BBID in accordance with generally accepted principles and procedures for similar rate studies. The rate study will take into account the projected major maintenance and replacement costs over the projected useful life of the equipment and facilities to be utilized by BBID to provide water to CITY under this Agreement. In December of each Calendar Year, BBID will meet and confer with CITY regarding (i) major maintenance and replacement activities which BBID anticipates will be performed in future years; and (ii) BBID's estimate of the projected cost of such major maintenance and replacement activities to be performed in future years. On February 1<sup>st</sup> of each Calendar Year, the CITY shall submit an annual payment for deposit by BBID into the Major Maintenance and Replacement Account. BBID will deduct actual costs for major repairs and equipment from the Major Maintenance and Replacement Account when such costs are incurred.

8.3 BBID will have no authority whatsoever to impose standby charges or other similar charges, fees or assessments on CITY or residential, commercial or industrial property owners within CITY, except as provided in the Second Amendment to the Petition and Agreement for Annexation of Territory to the Byron Bethany Irrigation District and Expansion of the District's Sphere of Influence, and as that agreement may be subsequently amended.

9. CHARGES TO REFLECT ACTUAL COST. It is the intent of the Parties that the Exchange Water Charge and the Major Maintenance and Replacement Charge will each reflect the actual cost to BBID of providing wholesale water service to CITY pursuant to this Agreement.

10. SHORTAGES.

10.1 CITY understands that BBID's ability to provide water may be diminished, should BBID become subject to: (1) administrative or regulatory orders from the State Water Resources Control Board or other state or federal regulatory agencies; (2) other adverse conditions beyond BBID's control including but not limited to drought; (3) judicial orders or decrees; or (4) state or federal legislation affecting the availability of water to BBID. BBID will use its best efforts to prevent any reduction or interruption of water service to CITY. Any shortage of water will be ratably apportioned among landowners within BBID, including RWSA2 in accordance with applicable law.

10.2 Pursuant to the Exchange Contract, BBID may only introduce Non-Project Water when there is excess capacity available in the Central Valley Project. BBID and the CITY agree to cooperate in revising the Delivery Schedule to avoid any reduction or

interruption of water service resulting from the lack of excess capacity in the Central Valley Project. In the event of a temporary reduction or interruption in water service, the CITY agrees to provide water service to RWSA2 from other existing sources of water within the CITY on a temporary basis until water service pursuant to the Exchange Contract resumes. At the request of the CITY, BBID and the CITY will work together to modify the Delivery Schedule to subsequently replace CITY water used during temporary reductions or interruptions in water service, provided there is sufficient available capacity.

10.3 If there is a reduction or interruption of water service as a result of causes beyond the control of BBID or because of action taken by BBID to meet the aforementioned legal obligations, no liability shall accrue against BBID or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom. Nothing in this Agreement shall relieve BBID from liability in the event of a reduction or interruption of wholesale water service to CITY resulting from the willful misconduct or gross negligence of BBID or its directors, officers, employees or agents.

#### 11. MEASUREMENT OF EXCHANGE WATER.

11.1 CITY shall, at its sole expense, measure and record all Exchange Water delivered at the point of delivery described in Section 2.2. CITY shall maintain accurate records of the quantity of Exchange Water, expressed in acre-feet delivered, and shall provide such records to BBID upon request.

11.2 Following prior written notice to the CITY, BBID may investigate the accuracy of all measurements of Exchange Water. If the investigation discloses errors in the recorded measurements, such errors shall be promptly corrected. If the investigation discloses that the measurement devices are defective or inoperative, CITY shall make the appropriate repairs or replacements to the measurement devices at CITY's sole expense. In the event the CITY fails to make such repairs or replacements to the measurement devices within a reasonable time, BBID may cause such repairs or replacements to be made and CITY shall bear all costs associated with repair or replacement.

11.3 For any period of time during which accurate measurements of the Exchange Water have not been made, BBID and CITY, in consultation with Reclamation, shall jointly make a determination of the quantity of Exchange Water delivered for that period of time. Such determination shall be final and binding.

12. WATER QUALITY. The Parties acknowledge and agree that the Exchange Water to be supplied to pursuant to this Agreement is non-potable. CITY assumes all responsibility for producing a water supply of sufficient quality for municipal, industrial, and domestic use in compliance with all local, state, and federal requirements for the provision of potable water. BBID does not guarantee in any respect or assume responsibility for the chemical, bacterial, or other quality of the Exchange Water made available to the CITY or its compatibility for water treatment.

13. NO WATER RIGHT CONFERRED. Nothing in this Agreement shall confer upon CITY (i) any water right held by BBID including, without limitation, any pre-1914 appropriative right, post-1914 appropriative right or riparian right; (ii) any right in any water purchased by BBID from any other source. This Agreement shall be the sole source of the CITY's contractual right to receive wholesale water service from BBID.

14. RELATIONSHIP OF PARTIES. Nothing set forth in this Agreement shall be deemed or construed to create any relationship of principal and agent, a partnership, joint venture, or any other association between the Parties.

15. INDEMNIFICATION. Except for damage or loss resulting from willful misconduct or gross negligence, or breach of fiduciary obligation in connection with this Agreement, no Party to this Agreement, their members, directors, officers, agents, or employees shall be liable to any other Party for any loss or damage in connection with this Agreement. Each Party shall be responsible for the consequences of its own willful misconduct, gross negligence, and/or breach of fiduciary obligation in connection with this Agreement, and in connection with any work undertaken in accordance with this Agreement, and shall indemnify, defend, and hold harmless the other Parties, their members, directors, officers, agents, and employees from the consequences thereof to the extent allowed by law.

16. ASSIGNMENT. The Parties shall not assign, sell, or otherwise transfer interests under this Agreement without first receiving the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

17. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18. ENTIRE AGREEMENT. This Agreement is the full and entire understanding of the Parties, and may not be altered except by a writing executed by the Parties hereto. The Parties agree that there are no warranties, either expressed or implied, no covenants or promises or expectations other than those contained and set forth in writing in this Agreement.

19. AMENDMENT. This Agreement may be amended only by a written instrument duly executed by the Parties.

20. WAIVER. The waiver or failure to declare a breach of this Agreement as a result of violation of any term or provision set forth in this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel.

21. NOTICES. All notices shall be in writing and shall be sent as follows:

BBID:  
General Manager  
Byron-Bethany Irrigation District  
P.O. Box 160  
Byron, CA 94514

CITY:  
Public Works Director  
City of Tracy Public Works  
520 Tracy Boulevard  
Tracy, CA 95376

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed this Agreement on the date set forth opposite their signatures.

Authorized and approved for signature on:

10/18, 2013

BYRON-BETHANY IRRIGATION DISTRICT

By: [Signature]  
Rick Gilmore, General Manager

ATTEST:

By: [Signature]  
Title: General Manager/Secretary

Authorized and approved for signature on:

9/25, 2013

CITY OF TRACY

By: [Signature]  
Brent H. Ives, Mayor

ATTEST:

By: [Signature]  
City Clerk

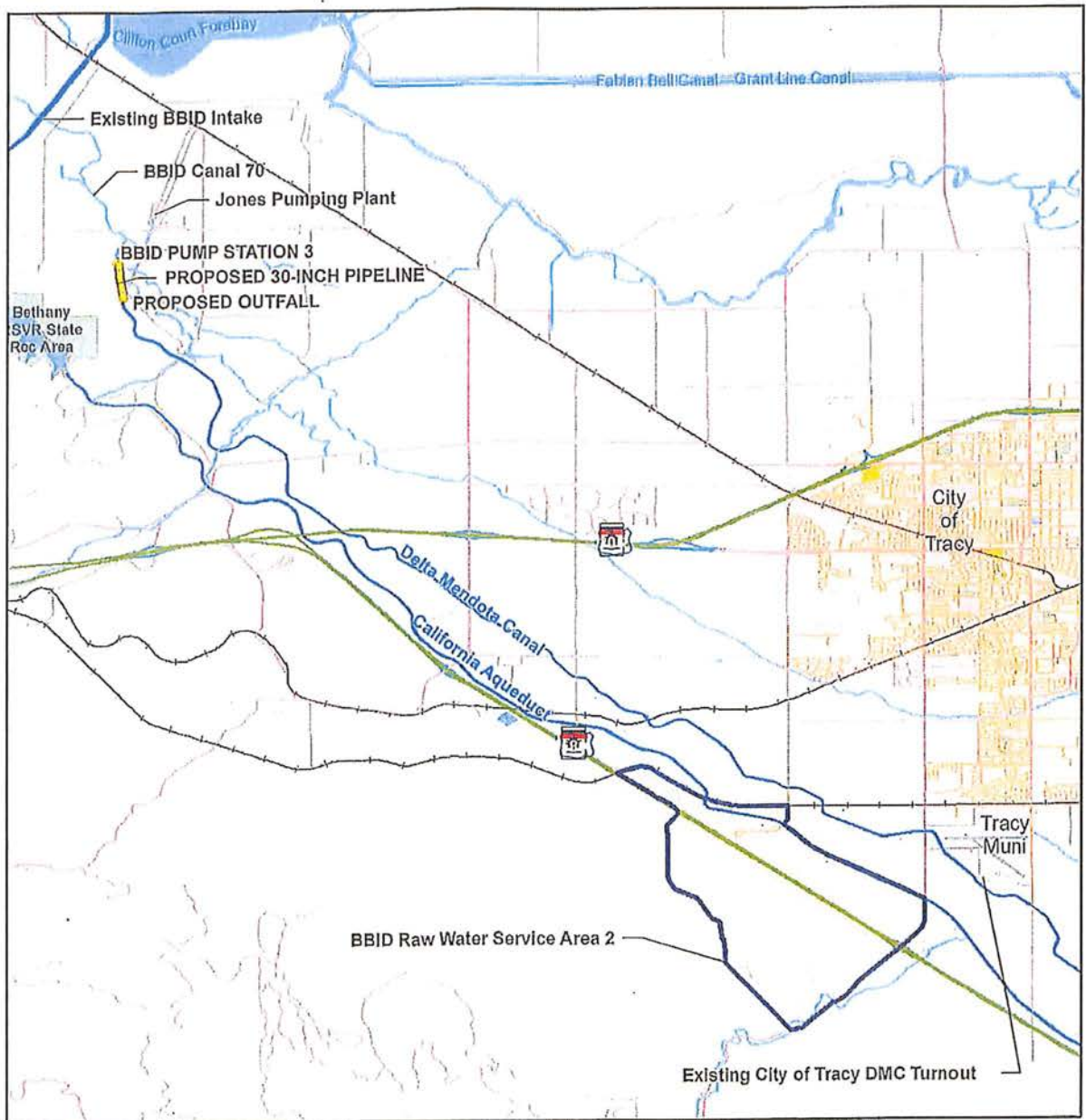
Authorized and approved for signature on:

\_\_\_\_\_, 2013

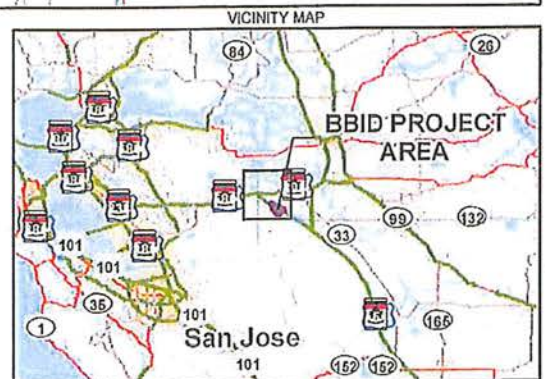
Approved as to form:

[Signature]

# EXHIBIT A



- LEGEND**
- INTERSTATE
  - PRIMARY US & STATE HIGHWAY
  - SECONDARY US & STATE HIGHWAY
  - ROAD
  - RAILROAD
  - ▭ BBID RAW WATER SERVICE AREA 2
  - ▭ CITY AREA



**FIGURE 1**  
**PROJECT AREA**  
 BBID TRACY HILLS WATER SUPPLY PROJECT  
 TRACY, CALIFORNIA

EXHIBIT B

SCCAO-TO Technical Draft 07/20/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Contract – Year 2012 - Year 2052  
M&I Only  
Contract No. 11-WC-20-0149

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

LONG-TERM CONTRACT BETWEEN THE UNITED STATES  
AND  
BYRON BETHANY IRRIGATION DISTRICT  
PROVIDING FOR  
THE EXCHANGE OF NON-PROJECT WATER FOR PROJECT WATER  
DELTA DIVISION AND SAN LUIS UNIT

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble.....	1
	Explanatory Recitals .....	1-2
1	Definitions.....	2-5
2	Term of Contract.....	5-6
3	Introduction, Conveyance, Storage, Exchange and Delivery of Water.....	6-11
4	Measurement of Water.....	11-13
5	Operation and Maintenance by Operating Non-Federal Entity(ies).....	13-15
6	Payments and Adjustments .....	15-16
7	Other Payments .....	16
8	Medium for Transmitting Payments .....	16-17
9	Excess Capacity .....	17-18
10	Receipt and Distribution of Non-Project Water and Exchange Water - Sale, Transfer, or Exchange of Non-Project Water .....	18-19
11	Water Conservation.....	19
12	United States Not Liable .....	19-20
13	Opinions and Determinations .....	20-21
14	Protection of Water and Air Quality .....	21-23
15	Charges for Delinquent Payments .....	23-24
16	Equal Employment Opportunity .....	24-25
17	Certification of Non-Segregated Facilities .....	25-26
18	Compliance with Civil Rights Laws and Regulations .....	26

**SCCAO-TO Technical Draft 07/20/2012**  
**SCCAO-TO Draft 07/02/2012**  
**SCCAO-TO Draft 05/31/2012**  
**Long-Term Contract – Year 2012 - Year 2052**  
**M&I Only**  
**Contract No. 11-WC-20-0149**

19	General Obligation--Benefits Conditioned Upon Payment .....	27
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Table of Contents - continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
20	Books, Records, and Reports .....	27
21	Contingent upon Appropriation or Allotment of Funds .....	27
22	Assignment Limited--Successors and Assigns Obligated .....	28
23	Officials Not to Benefit .....	28
24	Changes in Contractor's Organization .....	28
25	Notices .....	28
26	Incorporation of Exhibits .....	28
27	Contract Drafting Considerations .....	29
	Signature Page .....	30
	Exhibit A – Map – Contractor's Exchange Water Service Area and the Tracy Hills Development RWSA2	
	Exhibit B – Annual Exchange Rates	
	Exhibit C – Source(s) Contractor's Non-Project Water; Points of Introduction and Delivery; and Associated Documentation	
	Exhibit D – Quality Assurance Plan – Delta-Mendota Canal	
	Exhibit E - Letter of Agreement	

SCCAO-TO Technical Draft 07/20/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Contract – Year 2012 - Year 2052  
M&I Only  
Contract No. 11-WC-20-0149

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

LONG-TERM CONTRACT BETWEEN THE UNITED STATES  
AND  
BYRON-BETHANY IRRIGATION DISTRICT  
PROVIDING FOR  
THE EXCHANGE OF NON-PROJECT WATER FOR PROJECT WATER  
DELTA DIVISION AND SAN LUIS UNIT

THIS CONTRACT, executed this xx day of xxxx, 2012, pursuant to  
the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto,  
including the Act of February 21, 1911 (36 Stat. 925), Section 14 of the Reclamation Project Act  
of August 4, 1939, (53 Stat. 1187), and Section 305 of the Reclamation States Emergency  
Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter  
referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA,  
hereinafter referred to as the United States, represented by the officer executing this Contract,  
hereinafter referred to as the Contracting Officer, and BYRON-BETHANY IRRIGATION  
DISTRICT, hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

[1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the Central  
Valley Project, California, for diversion, storage, carriage, distribution and beneficial use, for



flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2<sup>nd</sup>] WHEREAS, the Contractor asserts an entitlement to pre-1914 water rights water for irrigation and municipal purposes; and

[3<sup>rd</sup>] WHEREAS, the Contractor has requested the Contracting Officer approve the use of Excess Capacity in the Delta-Mendota Canal and associated facilities of the Delta Division and San Luis Unit, Central Valley Project (CVP) for the introduction of Non-Project Water, and the conveyance, storage, and/or delivery of Exchanged Water to the Contractor's Raw Water Service Area 2 for Municipal and Industrial purposes; and

[4<sup>th</sup>] WHEREAS, pursuant to the terms and conditions of this Contract and in accordance with Section 14 of the Reclamation Project Act of 1939, the United States is willing to make available an equivalent amount of Project Water via an exchange of Non-Project Water less losses.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties to this Contract agree as follows:

#### DEFINITIONS

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

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

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

39                   (c)     “Excess Capacity” shall mean capacity in the Project Facilities in excess  
40 of that needed to meet the Project’s authorized purposes, as determined exclusively by the  
41 Contracting Officer, which may be made available for the introduction of Non-Project Water and  
42 conveyance, storage, and/or delivery of Exchanged Water;

43                   (d)     “Exchange Water” or “Exchanged Water” shall mean that Project Water  
44 made available to the Contractor by the Contracting Officer from Project Facilities for a like  
45 amount of the Contractor’s introduced Non-Project Water less losses.

46                   (e)     “Irrigation Water” shall mean Project Water that is used primarily in the  
47 commercial production of agricultural crops or livestock, including domestic use incidental  
48 thereto. Irrigation Water shall not include water used for purposes such as the watering of  
49 landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or water  
50 delivered to landholdings operated in units of less than 5 acres, unless the Contractor establishes  
51 to the satisfaction of the Contracting Officer that the use of water delivered to such landholding  
52 is a use described in this subdivision of this Article;

(f) “Municipal and Industrial (M&I) Water” shall mean Project Water, other than Irrigation Water, made available to the Contractor. M&I water shall include water used for human use and purposes such as the watering of landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or water delivered to land holdings operated in units of less than five acres unless the Contractor establishes to the satisfaction of the Contracting Officer that the use of water delivered to any such landholding is a use described in subdivision (e) of this Article;

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

(h) “Operating Non-Federal Entity(ies)(ONFE)” shall mean the non-federal entity that has the obligation pursuant to a separate agreement with the United States to operate and maintain all or a portion of the Project Facilities, 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) “Project Facilities” shall mean the Delta-Mendota Canal, O’Neill Forebay, San Luis Reservoir, and associated facilities, constructed as features of the Delta Division and San Luis Unit, Central Valley Project;

72                   (k)     “Project-Use Power” is that electrical energy, and its associated ancillary  
73 service components, required to provide the full electrical service needed to operate and maintain  
74 Project Facilities, and to provide electric service for Project purposes and loads in conformance  
75 with the Reclamation Project authorization.

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

79                   (m)     “Rates” shall mean the amount to be paid to the United States by the  
80 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made  
81 available, for Storage and Conveyance, pursuant to this Contract;

82                   (n)     “Raw Water Service Area 2” shall mean the geographic area located  
83 within the Contractor’s boundary wherein the Contractor is authorized by this Contract to deliver  
84 Exchanged Water within the CVP permitted water rights place of use. Contractor’s Raw Water  
85 Service Area 2 is described in Exhibit A and may be modified in accordance with Article 24  
86 without amendment to this Contract;

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

90 (p) “Year, Annual, Annually, or Annum” shall mean the period from and  
91 including the effective date of this Contract, through the last day of the 12<sup>th</sup> consecutive month  
92 immediately following.

93 TERM OF CONTRACT

94 2. (a) This Contract shall become effective on MONTH DATE, 2012 and shall  
95 remain in effect through February 29, 2052. The Contractor may request a new contract in  
96 writing to the Contracting Officer no later than February 28, 2049.

97 (b) The Contracting Officer shall not seek to terminate this Contract by reason  
98 of an asserted material breach by the Contractor unless it has first provided the Contractor with at  
99 least sixty (60) days written notice of the asserted breach and the Contractor fails to cure such  
100 breach or fails to diligently commence curative actions satisfactory to the Contracting Officer for  
101 a breach that cannot be fully cured within sixty (60) days of the Contractor’s receipt of written  
102 notice.

103 (c) Provided, that this Contract may be terminated at any time by mutual  
104 consent of the parties hereto.

105 INTRODUCTION, CONVEYANCE, STORAGE, EXCHANGE  
106 AND/OR DELIVERY OF WATER

107 3. (a) During the term of this Contract, the Contractor, in accordance with an  
108 approved schedule submitted by the Contractor pursuant to subdivision (g) of this Article, may  
109 introduce Annually up to 4,725 acre-feet of Non-Project Water during the months of March  
110 through October from the source identified in Exhibit C into the Delta-Mendota Canal at

111 milepost 3.32R. Prior to introducing any Non-Project Water, the Contracting Officer will  
112 determine the availability of Excess Capacity consistent with Article 9 of this Contract. At the  
113 time the Contractor introduces Non-Project Water into the Delta-Mendota Canal, the Contracting  
114 Officer will designate a like amount of Project Water less 5% for losses, up to 4,500 acre-feet, as  
115 Exchanged Water. The United States or the designated Operating Non-Federal Entity(ies) shall  
116 convey Exchanged Water through Excess Capacity in the Project Facilities, from said point of  
117 introduction to the Contractor for delivery at milepost 15.88L, or to storage, or to such other  
118 location(s) mutually agreed to in writing by the Contracting Officer and the Contractor;

119           (b) The quantity of Exchanged Water delivered to the Contractor from Project  
120 Facilities shall not exceed the quantity of Non-Project Water previously introduced into the  
121 Project Facilities by the Contractor, less 5% percent for losses.

122           (c) This Contract does not preclude any action deemed necessary by the  
123 Contracting Officer to recover from the Contractor, Project Water delivered in an amount that  
124 exceeds the quantity of Exchanged Water authorized pursuant to subdivision (a) of this Article,  
125 or any other remedy available to the Contracting Officer under existing law.

126           (d) If at any time the Contracting Officer determines that Project Facilities are  
127 operationally constrained or have insufficient capacity to allow Non-Project Water to be  
128 exchanged in accordance with an approved schedule submitted by the Contractor, the  
129 Contracting Officer shall so notify the Contractor as provided in Article 9(d). Within 24 hours of  
130 said notice, the Contractor shall revise its schedule accordingly.

131                   (e)     Exhibit C may be modified or replaced by mutual agreement of the  
132 Contractor and the Contracting Officer to reflect changes to the source of Non-Project Water  
133 without amendment of this Contract; Provided, that no such modification or replacement shall  
134 be approved by the Contracting Officer absent all appropriate environmental documentation,  
135 including but not limited to documents prepared pursuant to the National Environmental Policy  
136 Act of 1969 (NEPA) and the Endangered Species Act of 1973 (ESA), as amended.

137                   (f)     All Exchanged Water delivered to the Contractor pursuant to this Contract  
138 shall be used for M&I purposes, only within that portion of Raw Water Service Area 2 that is  
139 within the CVP permitted water rights place of use.

140                   (g)     The Contractor shall not introduce Non-Project Water into the Project  
141 Facilities or take delivery of Exchanged Water unless and until a schedule or any revision(s)  
142 thereto have been approved by the Contracting Officer. At the beginning of each Year, the  
143 Contractor shall submit appropriate schedule(s) to the Contracting Officer and the designated  
144 Operating Non-Federal Entity(ies) showing the monthly estimated quantities of Non-Project  
145 Water to be introduced into the Project Facilities and the amount of Exchanged Water to be  
146 conveyed, stored, and later made available to the Contractor during the then current Year. The  
147 initial schedule and any revision(s) thereof shall be in a form acceptable to the Contracting  
148 Officer and shall be submitted at such times and in such manner as determined by the  
149 Contracting Officer.

150                   (h)     Exchanged Water remaining in the Project Facilities on March 1<sup>st</sup> of each  
151     year unless otherwise agreed to by the parties, shall incur a rescheduling fee or other appropriate  
152     fees, which shall be updated Annually. The Contracting Officer will notify the Contractor  
153     Annually of any changes to the rescheduling guidelines.

154                   (i)     Any Exchanged Water made available to the Contractor at its request for  
155     delivery which is not accepted by the Contractor or for which a revised schedule has not been  
156     submitted by the Contractor within 30 days after such water is made available shall be deemed to  
157     be unused water, available to the United States for other Project purposes.

158                   (j)     All Exchanged Water remaining in Project Facilities at Contract  
159     termination, shall be deemed to be unused water available to the United States for other Project  
160     purposes, unless the Contractor has a newly executed contract.

161                   (k)     In the event Excess Capacity becomes unavailable for Exchanged Water  
162     stored in Project Facilities, the Exchanged Water shall be deemed the first water spilled from  
163     Project Facilities; Provided, that the Contracting Officer will to the extent possible, within a  
164     reasonable time frame, inform the Contractor by written notice in addition to other means of  
165     notice of any impending spill from Project Facilities where Exchanged Water may be stored.

166                   (l)     Unless otherwise agreed to in writing by the Contracting Officer, the Non-  
167     Project Water shall be introduced, conveyed, exchanged, and/or delivered on behalf of the  
168     Contractor through existing Project Facilities in accordance with the Contractor's License No.  
169     12-LC-20-0171, "Long-Term License for the Erection, Operation, Maintenance, and Storage of



170 Temporary Structures”, dated TBD. If additional temporary inflow or delivery facilities  
171 are required to effectuate the introduction of Non-Project Water into the Project Facilities or the  
172 delivery of the Exchanged Water on behalf of the Contractor from the Project Facilities, the  
173 Contractor shall, at its own cost and expense obtain all appropriate environmental documents,  
174 necessary land use authorization(s) issued by the United States for any such facilities located on  
175 certain lands for the right-of-way in connection with Project Facilities, including existing and  
176 any new construction of Project or non-Project facilities. The Contractor hereby grants to the  
177 Contracting Officer and the Operating Non-Federal Entity(ies) access, for the purpose of this  
178 Contract, to all inflow and delivery facilities installed by the Contractor and in accordance with  
179 Contractor’s License No. 12-LC-20-0171.

180 (m) Neither the introduction of Non-Project Water nor the delivery of  
181 Exchange Water pursuant to this Contract will be supported with Project-Use Power. Project-  
182 Use Power is not available to pump Non-Project Water to operate pumps that were not built as  
183 Federal facilities as part of the Project, or to pump Project Water outside the authorized service  
184 area, or provide for other uses. If electrical power is required to introduce the Non-Project Water  
185 or pump the Exchanged Water at the point of delivery, the Contractor shall be responsible for the  
186 acquisition and payment of all electrical power and associated transmission service charges, and  
187 provide a copy of a power contract and copies of payment documents to the Contracting Officer  
188 as evidence that such electrical power has been contracted and paid for prior to the introduction  
189 or delivery of any Non-Project Water and Exchanged Water.

(n) The Contractor shall have no rights to any benefits from increased power generation that may result from the introduction of the Non-Project Water and or conveyance of Exchanged Water in or through Project Facilities authorized pursuant to this Contract.

(o) The introduction of Non-Project Water into the Project Facilities by the Contractor shall be conditioned upon compliance by the Contractor with the environmental measures described in the environmental documentation prepared in connection with the execution of this Contract as well as any amendments and/or supplements thereto and with the terms of the applicable operations practices approved by the Contracting Officer.

#### MEASUREMENT OF WATER

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

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

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

215                   (d)     The Operating Non-Federal Entity, namely, the San Luis & Delta-  
216 Mendota Water Authority (SLDMWA) or its successor shall be responsible for the calibration,  
217 measurement, recording, and reporting of the flow measurements of Non-Project Water and  
218 Exchanged Water provided for under this Contract, and shall provide the Contracting Officer and  
219 the Contractor with monthly water delivery reports demonstrating whether or not the Contractor  
220 has introduced Non-Project Water into the Project Facilities sufficient to offset the amount of  
221 Exchanged Water delivered for the Contractor from the Project Facilities and to account for any  
222 conveyance losses.

223                   (e)     Upon the request of the Contractor, the Contracting Officer shall  
224 investigate, or cause to be investigated by the Operating Non-Federal Entity, the accuracy of all  
225 measurements of Non-Project Water and/or Exchanged Water required by this Contract. If the  
226 investigation discloses errors in the recorded measurements, such errors shall be promptly  
227 corrected. If the investigation discloses that measurement devices are defective or inoperative,  
228 the Contracting Officer shall take any necessary actions to ensure that the responsible party  
229 makes the appropriate adjustments, repairs, or replacements to the measurement devices. In the

230 event the Contractor, as the responsible party, neglects or fails to make such adjustments, repairs,  
231 or replacements to the measurement devices within a reasonable time and to the reasonable  
232 satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments,  
233 repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and  
234 the Contractor shall pay said charges to the United States immediately upon receipt of a detailed  
235 billing. For any period of time during which accurate measurements of the Non-Project Water  
236 and/or Exchanged Water have not been made, the Contracting Officer shall consult with the  
237 Contractor and the Operating Non-Federal Entity prior to making a determination of the quantity  
238 of Non-Project Water and/or Exchanged Water introduced, conveyed and delivered for that  
239 period of time and such determination by the Contracting Officer shall be final and binding on  
240 the Contractor.

241 OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY(IES)

242 5. (a) The operation and maintenance of a portion of the Project Facilities to be  
243 used to introduce Non-Project Water, and convey, store, and/or deliver the Exchanged Water to  
244 the Contractor, and responsibility for funding a portion of the costs of such operation and  
245 maintenance, have been transferred from the United States to the designated Operating Non-  
246 Federal Entities, the SLDMWA, pursuant to a separate agreement identified as Contract No. 8-  
247 07-20-X0354, dated February 18, 2003 (Agreement), as amended and to the California  
248 Department of Water Resources (DWR), pursuant to a separate agreement identified as Contract

249 No. 14-06-200-9755, as amended. Such separate agreements shall not interfere with or affect the  
250 rights or obligations of the Contractor or the United States hereunder.

251 (b) The Contractor shall pay directly to the SLDMWA, or to any successor  
252 approved by the Contracting Officer under the terms and conditions of the separate agreement  
253 described in subdivision (a) of this Article 5, all rates, charges, or assessments of any kind,  
254 including any assessment for reserve funds, that the SLDMWA or such successor determines,  
255 sets, or establishes for the operation and maintenance of the portion of the Project Facilities  
256 operated and maintained by the SLDMWA or such successor used to convey and deliver the  
257 Non-Project Water and Exchanged Water to the Contractor.

258 (c) If the operation and maintenance of any portion of the Project Facilities  
259 used to convey, store, and/or deliver the Non-Project Water or Exchanged Water to the  
260 Contractor is performed by DWR, or any successor thereto, the Contractor shall pay directly to  
261 DWR, or to any successor approved by the Contracting Officer under the terms and conditions  
262 of the separate agreement described in sub-division (a) of this Article 5, all rates, charges, or  
263 assessments of any kind, including any assessment for reserve funds, that DWR or such  
264 successor determines, sets, or establishes for the operation and maintenance of the portion of the  
265 Project Facilities operated and maintained by DWR or such successor used to convey and deliver  
266 the Non-Project Water and Exchanged Water to the Contractor. The Contracting Officer shall  
267 adjust those components of the Rates for the Non-Project Water and Exchanged Water conveyed

under this Contract by deleting the costs associated with the activity being performed by DWR or its successor.

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

#### PAYMENTS AND ADJUSTMENTS

6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof pursuant to subdivision (i) of Article 3 of this Contract, the Contractor shall make an advance payment to the United States, 60 days in advance, at the Rate shown on Exhibit B for each acre-foot of Non-Project Water introduced into the Project Facilities; Provided, that where the Contractor's schedule provides for multiple introductions of Non-Project Water, advance payment may be made in increments corresponding to the amount of each scheduled introduction. Non-Project Water shall not be introduced into Project Facilities by the Contractor prior to such payment being received by the United States.

(b) The amount of any overpayment by the Contractor by reason of the quantity of Non-Project Water introduced into the Project Facilities and Exchanged Water

conveyed, stored, and/or delivered pursuant to this Contract, as exclusively determined by the Contracting Officer, having been less than the quantity which the Contractor otherwise under the provisions of this Contract would have been required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor. Within 60 days after March 1st of each year, unless otherwise agreed to by the parties, the Contractor may request a refund of any amount of such payment. Provided, that no refund shall be made by the United States to the Contractor for any quantity of Non-Project Water or Exchanged Water deemed to be unused water available to the United States for other Project purposes pursuant to subdivision (i) and (j) of Article 3 of this Contract.

(c) The payment of the Rates set forth in this Article 6 for the use of Project Facilities are exclusive of O&M costs to be paid directly to the Operating Non-Federal Entity(ies) by the Contractor, and any additional charges that the Contractor may assess its water users.

(d) The Rates and costs, set forth in Exhibit "B," shall be updated Annually without amending this Contract.

#### OTHER PAYMENTS

7. In addition to the payments described in Article 6 above, the Contractor is required upon execution and for the duration of this Contract, to have an executed letter of agreement (LOA) as provided for in Exhibit E, with the Contracting Officer to among other things, allow for payment in advance of all costs incurred by Reclamation while administering

308 this Contract. The LOA is the instrument funded by the Contractor to cover Reclamation's costs  
309 for ongoing administration and monitoring of this Contract or other actions applicable to this  
310 Contract that may occur until the expiration or termination of this Contract. The LOA may be  
311 modified, revised, or amended without amending this Contract.

312 MEDIUM FOR TRANSMITTING PAYMENTS

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

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

321 EXCESS CAPACITY

322 9. (a) The availability of Excess Capacity shall be determined exclusively by the  
323 Contracting Officer, which may involve consultation with SLDMWA and/or DWR or their  
324 respective successors. Nothing contained in this Contract shall limit or preclude the  
325 United States from utilizing available capacity in the Project Facilities for the storage and  
326 conveyance of Project Water pursuant to Federal law, Reclamation law or policy, and existing  
327 contract(s); or for using Excess Capacity in the Project Facilities for the introduction of Non-  
328 Project Water and the conveyance, storage, and/or delivery of Exchanged Water.

329 (b) The Contracting Officer will retain regulatory authority and operational  
330 control over exchanges to ensure: (i) that Project Water is positioned where it can continuously



serve Project purposes; (ii) that storage space is maintained to allow for scheduled movement of Project Water; (iii) that conveyance capacity is maintained for scheduled movement of Project Water; and (iv) that the interest of the Project and its beneficiaries are protected.

(c) The Contracting Officer and the Operating Non-Federal Entity(ies) shall not be obligated to allow introduction of Non-Project Water, or to convey, store, and/or deliver Exchanged Water during periods of maintenance or for other operating requirements.

(d) If at any time the Contracting Officer determines that there will not be Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be introduced, and/or Exchanged Water to be conveyed, stored and/or delivered in accordance with an approved schedule submitted by the Contractor, the Contracting Officer or the Operating Non-Federal Entity(ies) shall so notify the Contractor with as much advance notice as feasible with written or electronic notification to follow within a reasonable timeframe. Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

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

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

10. (a) The Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to, State water law, applicable State and

Federal court decisions, and/or decisions, or orders of any other entity of competent jurisdiction, in relation to the Non-Project Water. The Contractor shall provide written notice to the Contracting Officer at the time any action is commenced in State court, Federal court, or any other entity of competent jurisdiction, related to the Contractor's rights to the Non-Project Water. It is expressly understood by the parties that the United States does not claim any interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Exchanged Water provided to the Contractor pursuant to this Contract shall be delivered only to Raw Water Service Area 2 lands that are within the CVP water rights permitted place of use as defined in sub-Article 1(n) and identified in Exhibit A herein.

(c) The Contracting Officer makes no representations as to the accuracy of the description or of the validity of the Contractor's rights to the Non-Project Water described in Exhibit C. The Contracting Officer does not guarantee, certify or warrant the right to Non-Project Water of the Contractor.

(d) No sale, transfer, or exchange of Exchanged Water conveyed under this Contract may, except as otherwise expressly provided herein, take place without the prior written approval of the Contracting Officer.

#### WATER CONSERVATION

11. (a) Prior to the delivery of water provided from or conveyed through federally

372 constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop  
373 a water conservation plan, as required by subsection 210(b) of the RRA and 43 C.F.R. 427.1.

374 (b) Omitted.

375 UNITED STATES NOT LIABLE

376 12. (a) The United States, its officers, agents and employees, including the  
377 Operating Non-Federal Entity, shall not be responsible for the control, care, or distribution of the  
378 Non-Project Water before it is introduced into Project Facilities or Exchanged Water after it is  
379 delivered from the Project Facilities.

380 (b) The Contractor shall indemnify and hold harmless the United States, its  
381 officers, agents and employees, and the Operating Non-Federal Entity(ies), from any loss or  
382 damage and from any liability on account of personal injury, death, or property damage, or  
383 claims for personal injury, death, or property damage, of any nature whatsoever arising out of  
384 any actions or omissions of the Contractor, its directors, officers, agents, contractors, and  
385 employees, under this Contract, including the determination of the quantity of Excess Capacity  
386 available and the manner or method or quantity in which the Non-Project Water and Exchanged  
387 Water is introduced, conveyed, stored, exchanged, and/or delivered to/from the Project Facilities,  
388 excepting only such personal injury, death or property damage caused solely by the willful  
389 misconduct of the United States, its officers, agents and employees or the willful misconduct of  
390 the Operating Non-Federal Entity(ies). Nothing contained in this Article shall be construed as an  
391 assumption of liability by the Contractor with respect to such matters.

392 OPINIONS AND DETERMINATIONS

393 13. (a) Where the terms of this Contract provide for actions to be based upon the  
394 opinion or determination of either party to this Contract, said terms shall not be construed as  
395 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or  
396 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly  
397 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,  
398 or unreasonable opinion or determination. Each opinion or determination by either party shall be  
399 provided in a timely manner. Nothing in subdivision (a) of this Article 13 is intended to or shall  
400 affect or alter the standard of judicial review applicable under Federal law to any opinion or  
401 determination implementing a specific provision of Federal law embodied in statute or  
402 regulation.

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

408 PROTECTION OF WATER AND AIR QUALITY

409 14. (a) **Omitted.**

410 (b) The United States is under no obligation to construct or furnish water  
411 treatment facilities to maintain or to improve the quality of Exchanged Water provided to the

412 Contractor pursuant to this Contract. The Contracting Officer does not warrant the quality of  
413 Exchanged Water delivered to the Contractor.

414 (c) The Contractor shall comply with all applicable water and air pollution  
415 laws and regulations of the United States and the State of California; and shall obtain all required  
416 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
417 introduction of Non-Project Water by the Contractor; and shall be responsible for compliance  
418 with all Federal, State, and local water quality standards applicable to surface and subsurface  
419 drainage and/or discharges generated through the use of Project Facilities or Contractor facilities  
420 or Non-Project Water provided by the Contractor within the Contractor's Boundaries.

421 (d) This Article shall not affect or alter any legal obligations of the Secretary  
422 to provide drainage or other discharge services.

423 (e) The Non-Project Water introduced into the Project Facilities shall be of  
424 such quality, as determined exclusively by the Contracting Officer, as to not significantly  
425 degrade the quality of the Project Water. If it is determined by the Contracting Officer that the  
426 quality of the Non-Project Water from any source identified in Exhibit C will significantly  
427 degrade the quality of Project Water in or introduced into the Project Facilities, the Contractor  
428 shall, upon receipt of a written notice, or otherwise from the Contracting Officer, arrange for the  
429 immediate termination of the introduction of Non-Project Water from such source into the  
430 Project Facilities, and Exhibit C shall be modified to delete such source of Non-Project Water.

431 (f) Exhibit D identifies the Quality Assurance Project Plan (Plan) and  
432 includes the minimum water quality standards for monitoring the quality of Non-Project Water  
433 introduced by the Contractor into Project Facilities and the laboratories approved by the  
434 Contracting Officer that are to be used for conducting water quality analyses. The Contractor is  
435 responsible for sampling and analytical costs associated with evaluating quality of the Non-

436 Project Water. Non-Project Water introduced into Project Facilities for purposes of water quality  
437 testing is considered Project water.

438 (g) At all times during the term of this Contract, the Contractor shall be in  
439 compliance with the requirements of the then-current Plan approved by the Contracting Officer.  
440 The Plan describes the sample collection procedures, water testing methods, and data review  
441 process, including quality control/quality assurance protocols, to verify analytical results.

442 (h) The Contracting Officer reserves the right to require additional analyses to  
443 ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance  
444 criteria.

445 CHARGES FOR DELINQUENT PAYMENTS

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

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

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

463 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

479 (c) The Contractor will send to each labor union or representative of workers  
480 with which it has a collective bargaining agreement or other contract or understanding, a notice,  
481 to be provided by the Contracting Officer, advising the labor union or workers' representative of  
482 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,  
483 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to

484 employees and applicants for employment.

485 (d) The Contractor will comply with all provisions of EO 11246, and of the  
486 rules, regulations, and relevant orders of the Secretary of Labor.

487 (e) The Contractor will furnish all information and reports required by EO  
488 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,  
489 and will permit access to his books, records, and accounts by the Contracting Agency and the  
490 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,  
491 regulations, and orders.

492 (f) In the event of the Contractor's noncompliance with the nondiscrimination  
493 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be  
494 canceled, terminated or suspended in whole or in part and the Contractor may be declared  
495 ineligible for further Government contracts in accordance with procedures authorized in EO  
496 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246  
497 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

498 (g) The Contractor will include the provisions of paragraphs (a) through (g) in  
499 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
500 Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be  
501 binding upon each subcontractor or vendor. The Contractor will take such action with respect to  
502 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of  
503 enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in  
504 the event the Contractor becomes involved in, or is threatened with, litigation with a  
505 subcontractor or vendor as a result of such direction, the Contractor may request the United  
506 States to enter into such litigation to protect the interests of the United States.

507 CERTIFICATION OF NONSEGREGATED FACILITIES

508 17. The Contractor hereby certifies that it does not maintain or provide for its  
509 employees any segregated facilities at any of its establishments and that it does not permit its  
510 employees to perform their services at any location under its control where segregated facilities  
511 are maintained. It certifies further that it will not maintain or provide for its employees any  
512 segregated facilities at any of its establishments and that it will not permit its employees to  
513 perform their services at any location under its control where segregated facilities are  
514 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal  
515 Employment Opportunity clause in this Contract. As used in this certification, the term  
516 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,  
517 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,



**SCCAO-TO Technical Draft 07/20/2012**  
**SCCAO-TO Draft 07/02/2012**  
**SCCAO-TO Draft 05/31/2012**  
**Long-Term Contract – Year 2012 - Year 2052**  
**M&I Only**  
**Contract No. 11-WC-20-0149**

518 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing  
519 facilities provided for employees which are segregated by explicit directive or are in fact  
520 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,  
521 disability, or otherwise. The Contractor further agrees that (except where it has obtained  
522 identical certifications from proposed subcontractors for specific time periods) it will obtain  
523 identical certifications from proposed subcontractors prior to the award of subcontracts  
524 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment  
525 Opportunity clause; that it will retain such certifications in its files; and that it will forward the  
526 following notice to such proposed subcontractors (except where the proposed subcontractors  
527 have submitted identical certifications for specific time periods):

528 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
529 FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

536 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

537 18. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
538 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as  
539 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title  
540 III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L.  
541 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the  
542 applicable implementing regulations and any guidelines imposed by the U.S. Department of the  
543 Interior and/or Bureau of Reclamation.

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

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

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

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

19. (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 allow the introduction of Non-Project Water and make Exchanged Water available to the Contractor through Project Facilities during any period in which the Contractor is in arrears in the advance payment of Rates and charges due the United States. The Contractor shall not introduce Non-Project Water and deliver Exchanged Water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of rates and charges as levied or established by the Contractor.

BOOKS, RECORDS, AND REPORTS

20. 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.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

21. 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.

591 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

595 OFFICIALS NOT TO BENEFIT

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

599 CHANGES IN CONTRACTOR'S ORGANIZATION

600 24. While this Contract is in effect, no change may be made in the Contractor's Raw  
601 Water Service Area 2, by inclusion or exclusion of lands or by any other changes which may  
602 affect the respective rights, obligations, privileges, and duties of either the United States or the  
603 Contractor under this Contract including, but not limited to, dissolution, consolidation, or  
604 merger, except upon the Contracting Officer's written consent.

605 NOTICES

606 25. Any notice, demand, or request authorized or required by this Contract shall be  
607 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
608 delivered to the Bureau of Reclamation, Area Manager, South-Central California Area Office,  
609 1243 'N' Street, Fresno, California 93721, and on behalf of the United States, when mailed,  
610 postage prepaid, or delivered to the Board of Directors of the Byron-Bethany Irrigation District,  
611 7995 Bruns Road, Byron, California 94514-1625. The designation of the addressee or the  
612 address may be changed by notice given in the same manner as provided in this Article for other  
613 notices.

614 INCORPORATION OF EXHIBITS

615 26. Exhibits A through E are attached hereto and incorporated herein by reference and  
616 may be updated without amending this Contract.

SCCAO-TO Technical Draft 07/20/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Contract – Year 2012 - Year 2052  
M&I Only  
Contract No. 11-WC-20-0149

617

CONTRACT DRAFTING CONSIDERATIONS

618

619

620

621

27. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles 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.

SCCAO-TO Technical Draft 07/20/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Contract – Year 2012 - Year 2052  
M&I Only  
Contract No. 11-WC-20-0149

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

624 UNITED STATES OF AMERICA

625 By: \_\_\_\_\_  
626 Regional Director  
627 Mid-Pacific Region  
Bureau of Reclamation

628 (SEAL) BYRON-BETHANY IRRIGATION DISTRICT

629 By: \_\_\_\_\_  
630 Board President

631 Attest:

632 \_\_\_\_\_  
633 Secretary

SCCAO-TO Technical Draft 07/06/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Exchange Contract – Year 2012 - Year 2052  
M&I Only  
Contract No. 11-WC-20-0149

**Placeholder for Exhibit A - Map**

SCCAO-TO Technical Draft 07/06/2012  
 SCCAO-TO Draft 07/02/2012  
 SCCAO-TO Draft 05/31/2012  
 Long-Term Exchange Contract – Year 2012 - Year 2052  
 M&I Only  
 Contract No. 11-WC-20-0149

## **EXHIBIT B**

### **BYRON-BETHANY IRRIGATION DISTRICT** **YEAR 2012 ANNUAL RATES** **(Per Acre-Foot)**

<b>Cost of Service (COS) Rate<sup>1</sup></b>	<b>M&amp;I Water</b>
<b>Capital Component</b>	
Storage	\$2.40
Conveyance	\$4.58
Conveyance Pumping	
O'Neill Pumping Plant	\$0.54
Other Cost	\$1.75
Facilities Use Charge <sup>2, 3</sup>	\$0.00
<b>O&amp;M Component</b>	
Water Marketing	\$3.13
Storage	\$7.49
Conveyance and Conveyance Pumping <sup>4</sup>	
<b>Total COS (O&amp;M +Capital)<sup>5</sup></b>	<b>\$19.89</b>

#### **EXPLANATORY NOTES**

1. 2012 Special – Section 4 – Warren Act Contract, Schedule W-1
2. Cost of Exchanged Water awaiting return (benefits for use of facilities)
3. Cost of Returning Water to RWSA2 (Facilities usage and pumping required for the return of water.
4. Conveyance and conveyance pumping O&M costs were removed for ratesetting purposes and are to be billed directly by the Operating Non-Federal Entity.
5. All costs components identified in the Cost of Service Rate of this rate exhibit are required to be paid for each acre-foot of Non-Project water introduced, conveyed, stored, exchanged, and/or delivered.

Additional details of the rate components are available on the Internet at  
[www.usbr.gov/mp/cvpwaterrates/ratebooks/special](http://www.usbr.gov/mp/cvpwaterrates/ratebooks/special)



SCCAO-TO Technical Draft 07/06/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Exchange Contract – Year 2012 - Year 2052  
M&I Only  
Contract No. 11-WC-20-0149

**EXHIBIT C**  
**SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER**  
**BYRON-BETHANY IRRIGATION DISTRICT**

**Source of Non-Project Water:** The source of Non-Project Water is the Contractor's asserted entitlement to pre-1914 Water Rights with a priority date of May 18, 1914 for 40,000 miners inches (equivalent to 700,000 acre-feet annually) measured under four-inch pressure from Italian Slough, a tributary to Old River. Pursuant to "Agreement Between Byron-Bethany Irrigation District and the State of California Department of Water Resources," executed May 4, 1964, the Department of Water Resources (DWR) was allowed to cross and destroy a portion of the District's lateral. In exchange, the Contractor was granted permanent and perpetual use as its point of diversion the DWR's State Water Project Intake Channel.

For the purposes of this Contract, the Contractor is requesting to divert up to 4,725 acre-feet of this source of Non-Project Water through a newly constructed pipeline under Contractor's License No. 12-LC-20-0171 ("Long-Term License for the Erection, Operation, Maintenance, and Storage of Temporary Structures") from the District's Pump Station 3 off Canal 70 for the conveyance and introduction into the Delta Mendota Canal during the months of March through October on an annually basis.

**Point of Introduction:** Based on the availability of Excess Capacity and with Contracting Officer approval, the Contractor may introduce the Non-Project Water from their pipeline into the Delta-Mendota Canal at milepost 3.32R in accordance with an approved schedule.

**Point of Delivery:** Reclamation will convey the Contractor's Exchanged Water either to storage in Project facilities for later delivery or convey it directly to milepost 15.88L of the Delta-Mendota Canal or to such other location(s) mutually agreed to in writing by the Contracting Officer and the Contractor..

SCCAO-TO Technical Draft 07/06/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Exchange Contract – Year 2012 - Year 2030  
M&I Only  
Contract No. 11-WC-20-0149

## **EXHIBIT D**

**PLACEHOLDER FOR THE DELTA-MENDOTA CANAL**  
**(SURFACE WATER)**  
**QUALITY ASSURANCE PLAN**  
*(referenced in Article 11)*

SCCAO-TO Technical Draft 07/06/2012  
SCCAO-TO Draft 07/02/2012  
SCCAO-TO Draft 05/31/2012  
Long-Term Exchange Contract – Year 2012 - Year 2030  
M&I Only  
Contract No. 11-WC-20-0149

## **EXHIBIT E**

**PLACEHOLDER FOR THE LETTER OF AGREEMENT**  
*(referenced in Article 7)*

# Hazen *Memorandum*

March 20, 2023

To: Edwin Pattison, General Manager, Byron-Bethany Irrigation District  
From: Jerimy Borchardt, Senior Associate, Hazen  
Alan Karnovitz, Senior Associate, Hazen  
Eric Neill, Principal Engineer, Hazen

## **Proposed Cost of Service Based Updated Water Rate for the City of Tracy**

### **Introduction**

This memorandum presents the method and assumptions used to estimate the Cost of Service (CoS) and associated user fees for delivering raw water to the City of Tracy (City or Tracy) for the Tracy Hills Development (Tracy Hills) from the Byron-Bethany Irrigation District (BBID or District). As stipulated in the Wholesale Water Agreement between BBID and the City of Tracy, entered on August 6, 2013, BBID “shall deliver to the City, on a wholesale basis” (i.e., at cost of service), untreated Non-Central Valley Project Water (referred to as “Exchange Water”) up to the amount of 4,500 acre-feet per year.

The agreement also specifies that the City shall be charged an additional 5 percent “conveyance loss” fee in addition to the base wholesale cost and that BBID shall provide the City with the estimated cost to supply and deliver the Exchange Water on January 1<sup>st</sup> of each year.

The CoS reflects the annual expenditures borne by BBID for both its annual operations cost and for total capital outlays as presented in the approved 2022 Annual Budget.

The District Operations Cost reflects the annual expenditures to wheel Exchange Water to the City of Tracy from the California Aqueduct (CA) intake channel. The Exchange Water is conveyed through BBID’s canal system and pipelines to the discharge point into the Delta Mendota Canal (DMC) and to a downstream turnout from which the City of Tracy will divert 1,000 acre-feet to meet their 2023 calendar year system demands. During conveyance, the Exchange Water must be lifted from sea level at the CA intake channel to an approximate elevation of 190 feet above Mean Sea Level (MSL) at the DMC discharge point using a series of three pump stations, pipelines, and several thousand feet of canal. The District Operations Costs also include all administrative and material costs required to staff and supply BBID operations.

The CoS also accounts for BBID’s capital outlays that are required to maintain the level of service provided to its customers. The investments include upgrades and expansions that are beyond the ordinary repair and maintenance expenditures that are paid out of the regular budget. These larger capital investments in BBID infrastructure are financed through issuance of Bonds and the repayment of the debt service associated with that borrowing must be funded through generated revenues. Since BBID’s capital investments benefit the entire system, the CoS methodology allocates debt service costs based on each customer’s percentage use of all annual produced water.

To facilitate further understanding of Hazen's calculations, the supporting Excel Worksheets are provided as an attachment to supplement this memorandum.

## 1. Cost of Service-based User Rate

This section outlines the methodology used to determine the user rate that the City will pay for each acre-foot of water diverted for the Tracy Hills service area.

### 1.1 Cost Allocation Method

The CoS Method allocates a customer's share of the total cost borne by the supplier. In this case, the anticipated water take by the City for the Tracy Hills service area is 1,000 acre-feet per year, or 3.0 percent of the estimated 33,000 acre-feet of water that will be supplied to all BBID's customers in FY2023. Accordingly, under the CoS method, BBID should allocate 3.0 percent of its total annual budget to the City for the Tracy Hills service area to ensure full recovery of its operation and maintenance costs and to assign an equitable share of the budgetary burden to the City for the services it receives. Except for power costs to pump the water to the connection point (which are estimated separately), it is assumed that the unit cost to produce one acre-foot of water is the same for all customers. The main cost categories included in the Annual BBID Budget for the Districts Operations include the following:

- Operations and Maintenance: Source of Supply
  - The cost borne by BBID to access the water, including a user fee to the State Water Resources Control Board and some equipment maintenance costs.
- Operations and Maintenance: Labor Salary and Benefits
  - Labor costs encompass salaries and benefits for operational staff.
- Operations and Maintenance: Non-Labor
  - Non-Labor O&M costs are materials, equipment and various sundry items and services that are used to operate and maintain the BBID system.
- General and Administrative: Salary and Benefits
  - Labor costs encompass salaries and benefits for administrative staff.
- General and Administrative: Other
  - General and Administrative "other" includes supplies and purchased services to support the administration activities of BBID.
- Operations and Maintenance: Pumping
  - Operation and maintenance of pumping include general maintenance services and supplies (i.e., lubricant).

As described earlier, the CoS evaluation treats both non-capital and capital costs referenced above as shared costs. Specifically, these costs are allocated to the BBID service area customers based on the proportion of the total water sold by BBID to all customers. The City is anticipated to take 1,000 acre-feet of its full allocation of 4,500 acre-feet of water (for Tracy Hills) of the 33,000 acre-feet BBID will deliver to all its customers in 2023. This would equate to 3 percent of BBID total sales for 2023. These allotted shared costs are separated from the charges for the power costs associated with operating the pump station used to lift the water for conveyance to the Tracy Hills connection point. Finally, BBID intends to add a 5 percent charge to account for conveyance losses as identified in the 2013 Wholesale Water Agreement.



The Capital Outlays included in the annual budget encompass debt service costs for multiple enterprise revenue bonds and for associated expenditures that include liability prefunding and O&M. These costs are shown in the following section.

## *Shared Cost Assumptions*

The CoS uses BBID's approved FY 2022 budget as the basis for allocating shared costs. The approved budget breaks down costs by cost category and by line items within each cost category. Table 2 presents the total non-capital shared costs from the 2022 approved budget. As shown in Table 2, non-capital expenditures were projected to exceed \$6.39 million in FY 2022. Labor costs, including salaries and benefits account for about 45 percent of the non-capital budget and materials, equipment, and other services (e.g., legal, consulting) included in general administration (G&A) accounted for about 55 percent of the total. G&A, at about \$2.0 million, is the largest cost category within the non-capital expenditures category. Table 3 shows itemized capital outlay expenditures totaling \$2,045,090.

**Table 2: 2022 BBID Approved Budget Summary - Non-Capital Costs**

Salaries and Benefits	
Operations and Maintenance	\$1,733,480
General and Administration	\$1,232,627
Total Salaries and Benefits	\$2,966,107
Non-Labor Expenditures	
Source of Supply	\$68,000
Pumping (excluding power)	\$221,500
Operations, Engineering and Maintenance	\$1,160,759
General Administration	\$1,978,352
Total Non-Labor Expenditures	\$3,428,611
<b>Total Non-Capital Expenditures</b>	<b>\$6,394,718</b>

**Table 3: 2022 BBID Approved Budget Summary – Capital Outlays**

Capital Outlay	
BBJPA Series 2017	\$269,992
BBJPA Series 2018	\$426,920
BBJPA Series 2021 (P&I)	\$248,178
OPEB Prefunding Liability	\$100,000
Operations and Maintenance	\$1,000,000
<b>Total Capital Outlay</b>	<b>\$2,045,090</b>

Note: About \$240k of the \$488K for BBJPA Series 2021 (P&I) is for WINN Act capital repayment for CVP and was excluded from the rate calculation

Including capital outlays, but excluding power costs, BBID total expenditures in FY2022, were \$8,439,808.

Based on the City's anticipated consumption of 1,000 acre-feet in the 2023 calendar year, the calculated charge per acre foot is \$255.75. This rate would fully cover their share of BBID's Operations Costs and Capital Outlays, without considering power costs or conveyance losses. Including the 5 percent conveyance loss charge, the calculated rate would be \$268.54 per acre-foot.

## **1.2 Power Costs, SLDMWA O&M and Recommended Water Rate for the City of Tracy**

Added to the apportioned non-capital costs is the cost of power associated with transmission of water to the City of Tracy connection point. Based on the expected flow, the size of the three pumps and pipeline, and the cost of power to BBID (\$0.202/kwh), the calculated annual cost to pump 1,000 acre-feet of water to the City of Tracy's connection point would be \$63,138 or \$63.14 per acre-foot. Including the 5 percent conveyance loss, this increases to \$66.29 per acre-foot.

Based on the City of Tracy's anticipated demand of 1,000 acre-feet per year, the calculated water rate is the sum of the pumping cost (\$66.29) and the shared capital and non-capital cost \$268.54 for a subtotal rate of \$334.83 per acre-foot.

In addition, to these BBID budget allocations, Tracy Hills water demand also imposes a cost to the SLDMWA. These costs (listed separately as a line item) are calculated at \$9.21 per acre-foot for the calendar year 2023. When added to the BBID budget allocation based rate, the final total rate for Tracy Hills for calendar year 2023 is \$344.04 per acre-foot.

## **2. Conclusion**

Based on the CoS analysis, BBID has determined the water user rate shall be \$344.04 per acre foot delivered to the City of Tracy during Calendar Year 2023.

# Hazen *Memorandum*

## **Attachment:**

1. Pumping Energy Calculation



## Byron Bethany Irrigation District Sale of Non-Project Water to City of Tracy



# Hazen

### Purpose

Calculate the annual O&M cost per acre-foot to be paid by the City of Tracy for Year 2023

### Summary

	Raw
Fiscal Year	2022
Total Volume per year to City of Tracy	1,000
Total Volume per year to all customers (est)	33,000
Pumping Power Cost per kWh	\$0.20
Annual Conveyance Loss	5%
FY Budget Property Tax Revenue	n/a
FY Budget Total Expenses (Including Capital, excluding power)	\$8,439,808
Cost per acre-foot	\$334.83
With SLDMWA O&M	\$344.04
Total Annual Cost	\$344,044

### Instructions

Cell colors denote purpose and editability of cell

User Input	User can edit information in these cells without impacting formulas.
Formula	Cells that include formulas and/or call values from other cells. User should not edit.
Final Output	Cells include final output for calculations on tab or in workbook. User should not edit.

### Assumptions

Uses BBID Proposed Budget as basis for costs excluding pump power and tax revenue

Excludes supply and storage costs

Costs allocated to volume cost component

### Tab Descriptions

Summary: User can input FY-specific information (water volumes, power cost, conveyance loss, and

Cost Allocation: Summary of Expense Line Items, water usage, and City of Tracy cost per ac-ft. Final cost

Cost Inputs: User can input budget numbers for each expense line item in Column B. Add rows to each

PS Power Costs: User can input information into blue cells to estimate annual dedicated pump station

<b>2022 BBID Proposed Budget Summary</b>	
<i>LABOR EXPENDITURES (SALARIES AND BENEFITS)</i>	
Operations & Maintenance	\$1,733,480
Administration	\$1,232,627
TOTAL SALARIES & WAGES	\$2,966,107
<i>NON LABOR EXPENDITURES</i>	
Source of Supply	\$68,000
Pumping (excluding power)	\$221,500
Operations, Engineering & Maintenance	\$1,160,759
General and Administrative	\$1,978,352
Total Non Labor Expenditures	\$3,428,611
TOTAL DISTRICT OPERATIONS EXPENDITURES	\$6,394,718
TOTAL CAPITAL EXPENDITURES	\$2,045,090
TOTAL DISTRICT ANNUAL EXPENDITURES (Excluding Power)	\$8,439,808
<b>Allocation to Tracy Hills</b>	
Tracy Hills Annual Water Usage (ac-ft)	1,000
Total Water Delivered	33,000
Tracy Hills Annual Water Usage (percent)	3.03%
Pump Power Costs (Calculated; 100% responsible)	\$63,138
SLDMWA O&M (Allocation per Acre-Foot to ab added to BBID Allocation)	\$9.21
<b>Cost of Service Water Rates, FY 2023</b>	<b>Per Acre-Foot</b>
Base Cost per ac-ft	\$318.89
With Conveyance Losses	\$334.83
With SLDMWA O&M	\$344.04

<b>OPERATIONS &amp; MAINTENANCE SOURCE OF SUPPLY</b>	
4311 Transformer/Transmission Lines/Poles Maintainer	\$30,000
4315 SLDMWA Membership Assessment	\$0
4316 Engineering-Source of Supply	\$3,000
4317 SWRCB User Fee (CVPSA)	\$35,000
<b>Subtotal</b>	<b>\$68,000</b>
<b>PUMPING/SUPPLEMENTAL WATER</b>	
4318 WSID Wheeling Fee	
4319 Supplemental Water Purchase	\$0
4320 Pump Maintenance	\$25,000
4321 Pump/Motor Lube	\$1,500
4322 SCADA/Telemetry-Auto Control	\$100,000
4323 Motor Maintenance	\$25,000
4324 PWPRA Power	\$0
4325 PG&E Power	\$0
4326 Emergency Generators	\$35,000
4328 WAPA Power	\$0
4328A WAPA Restoration	\$35,000
<b>Subtotal</b>	<b>\$221,500</b>
<b>OPERATIONS AND MAINTENANCE</b>	
4232 O&M Liability Insurance	\$23,559
4369 Canal Maintenance	\$15,000
4370 Station Maintenance	\$15,000
4371 Laterals/Structures/Pipeline Maintenance	\$15,000
4372 Materials/Hardware/Fasteners	\$20,000
4373 Sub Laterals/Pipeline	\$10,000
4374 Canal Gate Maint.	\$35,000
4375 Surface Drains	\$12,000
4376 Tile Drains	\$5,000
4377 Canal Crossings	\$2,000
4379 Communications	\$25,000
4380 Small Tools & Equipment	\$12,000
4381 Building Maintenance	\$5,000
4381B Landscaping/Repairs Maintenance	\$21,000
6114A WSSA Utilities	\$4,500
43810 Fire System	\$9,000
4381D Alarm System	\$6,500
4381E HVAC	\$8,500
4381F Janitorial Service & Supplies	\$20,000
4381H Pest Management	\$1,800
4382 Uniforms	\$8,500
4383 Shop Supplies	\$6,500



4383A Welding Shop & Supplies	\$5,000
4383B Meter Shop & Supplies	\$1,000
4384 Vehicle Maintenance	\$30,000
4385 Construction Equip. Maint.	\$20,000
4386 Fuel/Lube/Oil Tires	\$130,000
4386A Mileage Reimbursement	\$1,100
4386B Waste Oil Disposal	\$1,100
4387 Canal Fences	\$2,500
4388 Rodent Control	\$2,000
4389 Right of Way Weed Control	\$40,000
4390 Weed Burning	\$4,000
4391 Aquatic Weed Control	\$270,000
4392 Road Maint. & Right of Way	\$60,000
4393 Water Quality Testing	\$5,000
4394 Flow Meters Repairs	\$8,000
4395 Safety Supplies/Equipment/Boots	\$12,000
4396 Worker Safety Training	\$4,500
4397 Physical Exams/DOT/Drug Testing	\$3,000
4398 Engineering	\$215,000
4398C GSA Implementation	\$50,000
4399 Continuing Education	\$1,500
4402 Permits/Licenses (CVPSA)	\$1,000
4500 Propane Facilities	\$3,200
4502 Refuse/Disposal	\$5,500
4503 Bottled Water Service	\$4,500
<b>Subtotal</b>	<b>\$1,160,759</b>

#### **SALARIES O&M LABOR**

4338 O&M Employee Relations	\$1,500
4340A WWTF Chief Operator	\$32,000
4341 O&M Labor	\$938,070
4342 O&M Part Time Labor	\$0
4343 O&M Other Compensation	\$126,337
4344 Health Ins.	\$236,340
4345 Dental Ins.	\$4,493
4346 Vision Ins.	\$2,673
4347 Retirement (PERS)	\$150,000
4348 Worker's Comp.	\$40,000
4349 Medicare	\$14,228
4350 Social Security	\$60,839
4351 Life Insurance	\$3,614
4352 Incentive Pay-Longevity	\$6,300
4353 Incentive Pay-Pesticide License	\$1,800
4354 Overtime	\$115,000

4357 Employee Assistance Program	\$286
<b>Subtotal</b>	<b>\$1,733,480</b>
<b>SALARIES General &amp; Administration</b>	
6000 General Manager	\$306,124
6002 Administration Support	\$393,380
6003 Admin Part Time Support	\$0
6004 AGM, Director, Administration/IT	\$131,226
6005 Admin Other Compensation	\$112,835
6006 Health Insurance	\$97,178
6007 Dental Insurance	\$2,621
6008 Vision Insurance	\$1,559
6009 Retirement (PERS)	\$85,000
6010 Worker's Comp	\$5,000
6014 Social Security	\$51,952
6015 Medicare	\$12,150
6016 Life Insurance	\$2,652
6017 Longevity	\$4,500
6018 Incentive Pay - Pesticide License.	\$1,200
6025 Employee Relations (Admin)	\$400
6030 State Unemployment Insurance	\$4,000
6040 FUTA Tax	\$900
6236 Pension Fund - 401A	\$19,800
6240 State Employee. Training Tax	\$150
<b>Subtotal</b>	<b>\$1,232,627</b>
<b>G&amp;A</b>	
6100 Office Supplies	\$7,000
6101 Payroll Services	\$6,000
6106 Postage	\$2,000
6108 Printing, Forms, Maps	\$3,000
6112 Printing (Legal)	\$800
6116 Telephone	\$21,000
6120 Bank Fees	\$1,000
6121 Trustee Fees/Continuing Disclosure	\$1,500
6230 Employee Assist Program-Director	\$200
6230A Employee Assist Program-Admin	\$143
6232 Admin Liability Insurance	\$15,906
6233 Property Insurance	\$48,778
6234 Office Equip./Lease	\$12,500
6238 Retiree's Health Insurance	\$101,402
6302 Directors Expense	\$15,000
6303 Directors Benefits	\$165,333
6304 District Official's Expense	\$30,000
6310 Legal Services	\$800,000
6310A Legal Services (CVPSA)	\$200,000



6312 Auditing	\$25,000
6313 Actuarial Expense - OPEB	\$8,000
6314 Election Expense	\$2,500
6315 Record Retention Program	\$250
6328 Rental Unit	\$2,000
6330 Permit Fees, Dues, Subscriptions	\$65,000
6330A Permits Dues & Subs WSSA	\$3,000
6331 Admin Cont. Education	\$500
6332 Recording Fees	\$250
6333 Interest Expense	\$238,090
6340 Hardware/Software/License Fees	\$17,000
6340A Hardware/Software WSSA	\$1,000
6342 Public Outreach	\$58,800
6343 Website	\$25,400
6345 State/Federal Representation	\$90,000
6350 Human Resources Consulting	\$10,000
<b>Subtotal</b>	<b>\$1,978,352</b>
<b>CAPITAL OUTLAY</b>	
BBJPA Series 2017 269,991.50	\$269,992
BBJPA Series 2018 426,920.00	\$426,920
BBPFA Series 2021 (P&I) 488,178.00	\$248,178
OPEB Liability Prefunding 100,000.00	\$100,000
Operations & Maintenance 1,000,000.00	\$1,000,000
<b>Total</b>	<b>\$2,045,090</b>

### Pump Total Dynamic Head Calculation

Source	Parameter	Units	Value
PS Average Condition	Flow Rate	ft <sup>3</sup> /s	24
		gal/min	10,772
Client	Nominal Pipe Diameter	in	30
A=3.14(D2/4)	Pipe Area	ft <sup>2</sup>	4.91
V=Q/A, Maximum velocity is 5 ft/sec	Mean Velocity	ft/sec	4.89
Material	Pipe Material	--	HDPE
Civil Engineering Reference Manual 8th edition	Hazen-Williams Coefficient	--	130
	Head loss (h <sub>f</sub> ) per 1,000 ft	ft	2.40
Client	PS1S Pipeline Length	ft	170
Client	PS2 Pipeline Length	ft	270
Client	PS3 Pipeline Length	ft	2,120
	Total Length	ft	2,560
Hazen-Williams Equation	Total Friction Head loss (h <sub>f</sub> )	ft	6.16
	Minor Losses	ft	2.43
	Total Pipe Head loss	ft	8.58
Client	Elevation Change (ΔH)	ft	190
TDH=ΔH+h <sub>f</sub>	Total Dynamic Head	ft	199

Minor losses (k sum)  
1.84  
1.42  
3.28

### Pump Power Cost Calculation

Source	Parameter	Units	Value
	Flow Rate	cfs	24
		gpm	10,772
*	Water hp	hp	540
	TDH	ft	199
Assumed	Pump x Motor efficiency	%	65%
User Input	Price per kWh	USD	\$0.20
~	Power Cost per hour	USD	\$125
User Input	Total volume per year	ac-ft	1000
	Time to pump	hr.	504
	Power Cost per Year	USD	\$63,138

The energy cost per hour for pumping water can be calculated in imperial units as

$$C = 0.746 Q h c / (3960 \mu_p \mu_m) \quad (1)$$

where

C = cost per hour (USD/hour, EUR/hour, ...)

Q = volume flow (US gpm)

h = differential head (ft)

c = cost rate per kWh (USD/kWh, EUR/kWh, ...)

$\mu_p$  = pump efficiency (0 - 1)

$\mu_m$  = motor efficiency (0 - 1)

\* [https://www.engineeringtoolbox.com/pumping-water-horsepower-d\\_753.html](https://www.engineeringtoolbox.com/pumping-water-horsepower-d_753.html)

~ [https://www.engineeringtoolbox.com/water-pumping-costs-d\\_1527.html](https://www.engineeringtoolbox.com/water-pumping-costs-d_1527.html)



# J Comm, Inc.

## SUMMARY REPORT

### Byron-Bethany Irrigation District

March 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 design draft

Project Status: In Progress





# J Comm, Inc.

PROJECT: BBID Documentary

- Initial discussions on edits & event planning

Project Status: In Progress

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: 4/1/23