



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

BOARD MEETING

Tuesday, February 20, 2024  
10:00 A.M.

DISTRICT HEADQUARTERS  
7995 Bruns Road / Byron, California 94514-1625  
Telephone: 209-835-0375 / Facsimile: 209-835-2869

TIM MAGGIORE  
Director  
Division III

PETE PETROVICH  
Director  
Division I

MARK MAGGIORE  
Director  
Division II

AMANJIT SINGH SANDHU  
Director  
Division IV



## AGENDA

CHARLES TUSO  
President  
Division V

TOM PEREIRA  
Director  
Division VI

JACK ALVAREZ  
Vice-President  
Division VII

EDWIN PATTISON  
General Manager

### Regular Meeting of the Board of Directors In Person Meeting February 20, 2024 10:00 AM

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

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

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

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

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. ADOPTION OF THE AGENDA
- V. 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.

## ***VI. 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 January 16, 2024.
2. Accept Treasurer's Reports and Reconciliations for the month of January 2024.
3. Approve Check Registers for the month of January 2024.

## ***VII. DISCUSSION/ACTION CALENDAR***

4. Approval of the Resolution Memorializing Board approval of the Amendment to Agreement for Employment of General Manager of Byron-Bethany Irrigation District and approving a one-time incentive payment to the General Manager using fiscal year 2024 funds.
5. Approval of Agreement Among the Department of Water Resources of the State of California, The United States Department of the Interior Bureau of Reclamation and the Byron-Bethany Irrigation District (Musco Olive).
6. Consideration of Adoption of the 2024 Calendar Year Budget Package:
  - a. Operations and Maintenance Budget.
  - b. Capital Improvement Budget.
  - c. Resolution Establishment of Consumptive Based Water Rates and Operation & Maintenance Charges for 2024.
7. Approval of the Resolution electing to opt-in to the Uniform Public Construction Cost Accounting Act.

## ***VIII. COMMUNICATIONS/REPORTS/COMMENTS***

Directors  
General Manager  
General Counsel  
Consultants

## ***ADJOURNMENT***

CHARLES TUSO  
President  
Division V

JACK ALVAREZ  
Vice President  
Division VII

MARK MAGGIORE  
Director  
Division II

AMANJIT SINGH SANDHU  
Director  
Division IV



AGENDA ITEM NO: 1

TIM MAGGIORE  
Director  
Division III

TOM PEREIRA  
Director  
Division VI

PETE PETROVICH  
Director  
Division I

EDWIN PATTISON  
General Manager

## MINUTE SUMMARY

Regular Meeting of the Board of Directors  
In Person Meeting  
Tuesday, January 16, 2024  
10:00 AM

### PLEDGE OF ALLEGIANCE

CALL TO ORDER – ROLL CALL 10:04 a.m.

### Adoption of the Agenda

(M/S/C Petrovich/T.Maggiore) Alvarez, M.Maggiore, T. Maggiore, Pereira, Petrovich, Sandhu and Tusso; 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 special meeting, CIP workshop minute summary of December 5, 2023
2. Approve meeting minute summary of December 20, 2023.
3. Accept Treasurer's Reports and Reconciliations for the month of December 2023.
4. Approve Check Registers for the month of December 2023.
5. Approve recording of quitclaim deed for unused easement.

Board President Charles Tusso requested to pull Consent Calendar Item 5, approve recording of quitclaim deed for unused easement and asked whether the quitclaim is a part of a larger series of quitclaims in the area. General Manager Ed Pattison responded by summarizing the Quitclaim Deed for this unused facility and easement, explaining how it's developed into a housing development, and that the District's engineering and legal team worked together on creating the Quitclaim Deed, releasing the easement to the property owner. President Charles Tusso asked a follow up question whether the District would lose property taxes on said parcel, GM Pattison confirmed that District would not. Additionally, President Tusso questioned the income statement for 2023, expressing the District was \$3 million over budget in terms of revenue. GM Pattison responded with information regarding revenue over expenses were a byproduct of unfilled staff positions, water transfers, and appreciating property taxes, along with the development of new homes.

### Adoption of the Consent Calendar

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



**DISCUSSION/ACTION CALENDAR**

6. Richardson & Company LLP, Certified Public Accountants, audit presentation of the financial statements of the Byron-Bethany Irrigation District for Calendar Year 2022.

Ms. Ingrid Shepline, Managing Partner of Richardson & Company LLP, presented the CY 2022 Independent Auditor's Reports, Financial Statement, notes and required supplementary information to the Board of Directors, highlighting the key points. Ms. Ingrid Shepline expressed to the Board of Directors that overall, the District has good accounting practices with no weaknesses and is in compliance. Ms. Ingrid Shepline recommended staff to segregate duties, review procedures and have oversight by the General Manager.

**CLOSED SESSION**

7. PUBLIC EMPLOYEE PERFORMANCE EVALUATION UNDER GOVT. CODE 54957  
Title: (General Manager)

The Board went into Closed Session at 11:29 a.m.

The Board returned to Open Session at 12:50 p.m.

The Board of Directors gave direction to legal counsel to modify General Manager Ed Pattison's employment contract to a five-year contract. Additionally, the Board of Directors gave direction to modify Mr. Pattison's annual increase and \$15,000 one-time bonus subject to legal review and approval.

**REPORTS / DIRECTOR COMMENTS**

General Manager Ed Pattison reported to the Board about the new California Air Resources Board (CARB) zero emission vehicle (ZEVs) mandate and its potential impact to BBID in terms of new equipment purchases, higher cost of ZEVs and unavailability of ZEVs, including electrical charging stations. General Manager Ed Pattison provided the Board with a status update on the recruitment of the Assistant General Manager. Additionally, Mr. Pattison reported to the Board about the preliminary indication of the Central Valley Project allocation, State Water Control Board Water Quality Control Plan unimpaired proposal, Los Vaqueros Expansion Project (LVE), along with the ongoing challenge of demonstrating availability of pre-1914 water to store in LVE. Mr. Jeremy Borchardt, District Engineer provided the Board with a brief update on the on-going projects as well as expressed concern with funding for Wicklund Cut, hopeful the District will secure up to \$5 million to fund a feasibility study and 30% design by fall of 2024.

**ADJOURNMENT 12:51 p.m.**

Submitted on January 9, 2024

Approved on February 20, 2024

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Ms. Ilona Ruiz, Board Secretary

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Mr. Charles Tusso, President

**ATTENDANCE**

**Directors Present:**

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

**Directors Absent: None**

**Staff/Consultants/Present:**

Ed Pattison, General Manager  
Michael Vergara, SSD Law  
Alyson Ackerman, SSD Law  
Ilona Ruiz, Board Secretary  
Jerimy Borchardt, Hazen & Sawyer  
Ingrid Sheipline, CPA - Richardson & Company, LLP  
Julia Gavrilenko, District Accountant  
Nick Janes, J'Comm Inc.  
Kris Pickel, J'Comm, Inc.

**BYRON BETHANY IRRIGATION DISTRICT**  
**Treasurer's Monthly Report of Investments as of January 2024**  
**Unaudited For Management Purposes Only**

ADENDA 2

Investment	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	OVCB Muni	OVCB Liquidity Plus	OVCB Payroll	King Capital Advisors****	LAIF	LAIF Construction	Comerica JPMorgan Chase	On-Hand	Total
Interest Rate	0.000%	2.343%	0.000%	4.71%	4.000%	4.000%			
Maturity				05/26/26			04/30/29		
Portfolio	2.00%	14.92%	0.00%	55.00%	10.99%	16.39%	0.70%		100.00%
Beginning Balance	\$600,000.00	\$1,798,899.51	\$0.00	\$16,314,007.84	\$3,294,646.27	\$4,913,000.00	\$212,054.20	\$200.00	\$27,132,807.82
Activity	(\$3,954,057.52)	(\$637,619.48)	(\$126,679.37)	\$0.00	\$0.00	\$0.00	(\$3,450.00)	(\$25.00)	(\$4,721,831.37)
Deposits	\$3,954,058.52	\$3,308,906.69	\$126,679.37	\$166,902.39	\$0.00	\$0.00	\$28.82	\$0.00	\$7,556,575.79
<b>CLOSING BALANCE</b>	<b>\$600,001.00</b>	<b>\$4,470,186.72</b>	<b>\$0.00</b>	<b>\$16,480,910.23</b>	<b>\$3,294,646.27</b>	<b>\$4,913,000.00</b>	<b>\$208,633.02</b>	<b>\$175.00</b>	<b>\$29,967,552.24</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>\$29,967,552.24</b>
<b>(Less) Designated Reserves</b>									<b>(\$12,537,335.16)</b>
<b>UNDESIGNATED RESERVES</b>									<b>\$17,430,217.08</b>
* No investments were made pursuant to Subdivision (I) of Section 53601, 53601.1, and Subdivision (I) Section 53635 of the Government Code.									
** All investments were made in accordance with the Treasurer's annual statement of investment policy and Board instruction.									
*** 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)).									

Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the One Month Ending January 31, 2024

	Current Month Actual	Year to Date Actual
<b>Revenues</b>		
CVP M&I - BBID Overhead	\$ 3,310.02	\$ 3,310.02
Construction Water	500.00	500.00
Tracy Hills Water Sales	316,414.35	316,414.35
BOR M/I	1,256.52	1,256.52
CVPIA Restoration (M&I)	961.63	961.63
SLDMWA O&M	506.53	506.53
Byron Ag Service Area	240.00	240.00
USBR Trinity PUD Assessment	5.55	5.55
West Side Ag Service Area WSSA	180.00	180.00
Grounwater Pumping SBSurcharge	407.00	407.00
Debt Recovery	1,776.00	1,776.00
Administration Costs - Fees	25.00	25.00
Interest on Bank Accounts	171,251.87	171,251.87
Stand-by Revenue	83,395.60	83,395.60
WSSA Stand-by Revenue	139,243.00	139,243.00
CVPSA Ag O&M Charge	18,001.15	18,001.15
CVPSA M & I O&M Charge	135,167.95	135,167.95
CVPSA M/I with AG Alloc Charge	64,298.97	64,298.97
San Joaquin 46701 Zn2 Prop Tax	381,148.62	381,148.62
Reimburse SLDMWA Assess	138.01	138.01
O&M Labor Recovery	21,090.00	21,090.00
O & M Materials Recovery	69.12	69.12
Drainage Fees WSSA	54,500.00	54,500.00
Engineering Recovery	2,500.00	2,500.00
Admin Labor Recovery	2,100.00	2,100.00
Legal Cost Recovery	2,500.00	2,500.00
Rental Unit	605.00	605.00
<b>Total Revenues</b>	<u>1,401,591.89</u>	<u>1,401,591.89</u>
<b>Cost of Sales</b>		
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>
<b>Gross Profit</b>	<u>1,401,591.89</u>	<u>1,401,591.89</u>
<b>Expenses</b>		
Work in Progress	125,530.00	125,530.00
BOR AG	99,643.62	99,643.62
BOR M/I	(509.40)	(509.40)
CVPSA Restoration (M&I)	(389.85)	(389.85)
CVPSA Restoration (Ag)	24,856.00	24,856.00
USBR Trinity PUD Assess REIMB	478.00	478.00
O&M Auto & General Liability	35,786.25	35,786.25
PG&E Power	1,553.48	1,553.48
PG&E Power(CVPSA)	1,850.84	1,850.84
PG&E Power WSSA	306.64	306.64
WAPA Power	9,279.00	9,279.00



Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the One Month Ending January 31, 2024

	Current Month Actual	Year to Date Actual
WAPA Restoration	1,030.25	1,030.25
O&M Labor Full Time	37,538.89	37,538.89
O&M Other Compensation	39,467.58	39,467.58
O&M Health Insurance	17,875.54	17,875.54
O&M Dental Insurance	426.92	426.92
O&M Vision Insurance	241.28	241.28
O&M Medicare	1,158.30	1,158.30
O&M Social Security	4,952.94	4,952.94
O&M Life Insurance	224.00	224.00
O&M Longevity	620.00	620.00
O&M Licenses	110.00	110.00
O&M Overtime	2,149.56	2,149.56
O&M - Employee Assist Program	32.24	32.24
Laterals/Structures	1,200.79	1,200.79
Material/Hardware/Fasteners	694.53	694.53
Sub laterals/Pipelines	2,991.80	2,991.80
Communications	707.02	707.02
Communications WSSA	481.84	481.84
Small Tools & Equipment	77.63	77.63
Building Maintenance	38.84	38.84
Grounds Maintenance	1,050.00	1,050.00
Fire System	570.17	570.17
Security System	373.15	373.15
Janitorial Services/Supply	1,645.29	1,645.29
Pest Management	156.00	156.00
Grounds Maintenance WSSA	350.00	350.00
Janitorial Serv/Supply WSSA	1,052.82	1,052.82
Uniforms/Clothing Allowance	2,331.20	2,331.20
Shop Supplies	610.91	610.91
Welding Shop & Supplies	363.14	363.14
Vehicle Maintenance	4,841.29	4,841.29
Equipment Maint.	1,335.27	1,335.27
Fuel/Lube/Oil/Tires	15,752.38	15,752.38
MileageReimbursement	29.08	29.08
Rodent Control	46.78	46.78
Weed Burning	441.77	441.77
Safety Supplies/Equipment	2,506.87	2,506.87
Physical Exams	271.40	271.40
Engineering	7,083.75	7,083.75
GSA Implementation	36,341.43	36,341.43
O&M Continuing Education	8,770.56	8,770.56
Propane Facilities	90.00	90.00
Refuse/Disposal	623.17	623.17
Bottled Water Service	250.85	250.85
General Manager	19,903.84	19,903.84
Admin Support Staff	10,267.17	10,267.17
Admin Other Compensation	6,158.84	6,158.84
Admin Health Insurance	4,895.75	4,895.75

Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the One Month Ending January 31, 2024

	Current Month	Year to Date
	Actual	Actual
Admin Dental Insurance	131.36	131.36
Admin Vision Insurance	74.24	74.24
Admin Social Security	2,445.89	2,445.89
Admin Medicare	572.02	572.02
Admin Life Insurance	124.18	124.18
Admin Longevity	180.00	180.00
Admin License	40.00	40.00
State Unemployment Insurance	1,439.84	1,439.84
FUTA Tax	575.93	575.93
Office Supplies	549.50	549.50
Payroll Services	826.06	826.06
WSSA Utilities	294.72	294.72
DHQ Telephone	378.07	378.07
Dir -Employee Assist Program	14.88	14.88
Admin-Employee Assist Program	9.92	9.92
Cyber Liability Program	869.50	869.50
Admin Auto & Liability Program	23,857.50	23,857.50
Property Insurance	33,488.89	33,488.89
Business Systems Services	477.54	477.54
Retiree's Health Insurance	8,189.47	8,189.47
State Emp. Training Tax	96.01	96.01
Director's Fees/ Expenses	3,044.95	3,044.95
Director's Benefits	9,697.13	9,697.13
District Officials'	1,231.10	1,231.10
CVPSA - Legal	3,692.62	3,692.62
Auditing	19,650.00	19,650.00
Permits, Dues & Subscriptions	525.00	525.00
Permits, Dues & Subs WSSA	840.86	840.86
Hardware/Software	5,269.79	5,269.79
Public Outreach	14,655.64	14,655.64
Website	2,100.00	2,100.00
State/Federal Representation	17,630.00	17,630.00
<b>Total Expenses</b>	<b>691,490.02</b>	<b>691,490.02</b>
<b>Net Income</b>	<b>\$ 710,101.87</b>	<b>\$ 710,101.87</b>

Byron-Bethany Irrigation District  
Balance Sheet  
January 31, 2024

ASSETS

Current Assets		
Cash-L.A.I.F. State Treasurer	\$	3,294,646.27
Cash-L.A.I.F. Construction		4,913,000.00
OVCB Muni		590,353.26
Liquidity Plus		4,470,186.72
Comerica		208,633.02
Investments		16,480,910.23
Petty Cash		175.00
Petty Cash - WSSA		100.00
Accts Receivable		1,044,579.37
Accts Receivable - Other		14,104.83
Tax Receivable		314,272.00
Prepaid Insurance		(20,251.90)
		<hr/>
Total Current Assets		31,310,708.80
Property and Equipment		
Allowance for Depreciation		(19,861,759.00)
Allowance for Depreciation WSSA		(3,824,351.34)
District Lands		2,043,265.52
General Properties		15,825,796.71
CVPSA Distribution System		792,082.88
Pumping Plant		26,269,953.93
Telemetry/SCADA		261,167.19
Office Equipment		165,421.91
Automotive Equipment		1,768,462.29
General Tools & Equipment		1,555,306.78
PL 984 Project		2,123,774.17
Mariposa Energy Plant		4,716,153.80
General Properties WSSA		5,765,153.91
General Equipment WSSA		694,864.65
Drainage Systems		594,983.66
Work in Progress		2,513,656.19
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Total Property and Equipment		41,403,933.25
Other Assets		
		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	<u>72,714,642.05</u>

LIABILITIES AND CAPITAL

Current Liabilities	
Accounts Payable	\$ 269,351.55
Health Insurance Payable	(588.00)
Deferred Comp - Payable	1,750.00
Accrued Vacation	93,313.87
Dental Insurance Payable	(1,302.95)
Accrued Payroll	76,616.00
Social Security Tax Payable	(1.24)
Medicare Withholding Tax Pay	(0.29)
FUTA Tax Payable	(1,131.02)
Local Tax - CASDI Payable	(0.18)
Net Pension Liability	912,097.00
Deferred Inflows	147,328.00

Unaudited - For Management Purposes Only

Byron-Bethany Irrigation District  
Balance Sheet  
January 31, 2024

Deferred Outflows	(488,534.00)	
Deferred Outflows Contribution	(61,845.00)	
Net OPEB Liability/Asset	623,535.00	
Deferred Inflows (OPEB)	2,026,510.00	
Deferred Outflows (OPEB)	(168,970.00)	
CalPERS Contributions Accrual	303,558.00	
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Total Current Liabilities		3,731,686.74
Long-Term Liabilities		
2018 Enterprise Revenue Bond	3,310,000.00	
2017 Revenue Refi Bond	776,000.01	
2021 Enterprise Revenue Bond	2,780,000.00	
2018 Enterp. Rev. Bond Current	300,000.00	
2017 Revenue Refi Bond Current	239,000.00	
2021 Enterp. Rev. Bond Current	429,000.00	
	<hr/>	
Total Long-Term Liabilities		7,834,000.01
Total Liabilities		11,565,686.75
Capital		
Retained Earnings	17,231,688.27	
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	
Op & Maint, Eng. & Gen. Admin.	3,406,249.64	
PERS Contribution Contingency	500,000.00	
CVPSA Capital Improve Reserve	50,000.00	
RWSA Infrastructure Replacement	2,000,000.00	
2017 Series Debt Payment Reser	1,600,000.00	
2018 Revenue Bonds Debt Pmt Re	1,000,000.00	
2021 Rev. Bonds Debt Reserve	1,000,000.00	
Net Investment in Capital Asse	30,544,300.00	
Net Income	835,631.87	
	<hr/>	
Total Capital		61,148,955.30
Total Liabilities & Capital	\$	<u>72,714,642.05</u>



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1010C - OVCB Muni**  
**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance				3,098,822.53
Add: Cash Receipts				504,976.23
Less: Cash Disbursements				(225,648.63)
Add (Less) Other				(2,787,796.87)
Ending GL Balance				590,353.26
Ending Bank Balance				600,001.00
Add back deposits in transit				
Total deposits in transit				
(Less) outstanding checks				
	Jan 8, 2024	46239	(150.00)	
	Jan 8, 2024	46245	(467.74)	
	Jan 15, 2024	46254	(7,630.00)	
	Dec 31, 2023	46276	(1,400.00)	
Total outstanding checks				(9,647.74)
Add (Less) Other				
Total other				
Unreconciled difference				0.00
Ending GL Balance				590,353.26



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: 1/31/24  
PAGE: 1 OF 3

WEB SITE: www.ovcb.com  
www.escbank.com

TOLL FREE NUMBER: 866-844-7500

ECONOMY CHECKING-PUBLIC

BYRON BETHANY IRRIGATION DISTRICT  
MUNI ACCOUNT

Acct

Beginning Balance	1/01/24	600,000.00	
Deposits / Misc Credits	21	3,954,058.52	
Withdrawals / Misc Debits	106	3,954,057.52	
** Ending Balance	1/31/24	600,001.00	**
Service Charge		.00	

Enclosures

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DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
1/02	385.56		Trnsfr from Checking Acct Ending in 0095
1/03	9,386.48		Trnsfr from Checking Acct Ending in 0095
1/04	67,190.94		Trnsfr from Checking Acct Ending in 0095
1/05	1,376.00		Trnsfr from Checking Acct Ending in 0095
1/08	2,812,334.11		DEPOSIT
1/09	104.00		Trnsfr from Checking Acct Ending in 0095
1/10	300.00		Trnsfr from Checking Acct Ending in 0095
1/11	64,701.18		Trnsfr from Checking Acct Ending in 0095
1/12	86,265.44		Trnsfr from Checking Acct Ending in 0095
1/16	12,305.03		Trnsfr from Checking Acct Ending in 0095
1/17	17,651.15		Trnsfr from Checking Acct Ending in 0095
1/18	61,550.47		Trnsfr from Checking Acct Ending in 0095
1/19	428,268.03		DEPOSIT
1/22	118,529.97		Trnsfr from Checking Acct Ending in 0095
1/23	5,072.81		Trnsfr from Checking Acct Ending in 0095
1/24	127,568.84		Trnsfr from Checking Acct Ending in 0095
1/25	62,992.98		Trnsfr from Checking Acct Ending in 0095
1/26	969.71		Trnsfr from Checking Acct Ending in 0095
1/29	2,399.05		MARIPOSA ENERGY,/DGCPMT RMR*IV*0000015330 25890**2399.05*2399 .05\
1/30	1,268.92		Trnsfr from Checking Acct Ending in 0095
1/31	73,437.85		DEPOSIT

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1010D - Liquidity Plus**  
**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	1,798,899.51
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	2,671,287.21
Ending GL Balance	4,470,186.72
Ending Bank Balance	4,470,186.72
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	4,470,186.72



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: 1/31/24  
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	1/01/24	1,798,899.51	
Deposits / Misc Credits	5	3,308,906.69	
Withdrawals / Misc Debits	17	637,619.48	
** Ending Balance	1/31/24	4,470,186.72	**
Service Charge		.00	
Interest Paid Thru	1/31/24	7,770.66	
Interest Paid Year To Date		7,770.66	
Minimum Balance		1,720,560	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
1/08	2,812,333.11		Trnsfr from Checking Acct Ending in 0060
1/19	417,067.81		Trnsfr from Checking Acct Ending in 0060
1/29	1,990.88		Trnsfr from Checking Acct Ending in 0060
1/31	69,744.23		Trnsfr from Checking Acct Ending in 0060
1/31	7,770.66		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
1/02		385.56	Trnsfr to Checking Acct Ending in 0060
1/03		9,386.48	Trnsfr to Checking Acct Ending in 0060
1/04		67,190.94	Trnsfr to Checking Acct Ending in 0060
1/05		1,376.00	Trnsfr to Checking Acct Ending in 0060
1/09		104.00	Trnsfr to Checking Acct Ending in 0060
1/10		300.00	Trnsfr to Checking Acct Ending in 0060
1/11		64,701.18	Trnsfr to Checking Acct Ending in 0060
1/12		86,265.44	Trnsfr to Checking Acct Ending in 0060
1/16		12,305.03	Trnsfr to Checking Acct Ending in 0060
1/17		17,651.15	Trnsfr to Checking Acct Ending in 0060
1/18		61,550.47	Trnsfr to Checking Acct Ending in 0060
1/22		118,529.97	Trnsfr to Checking Acct Ending in 0060
1/23		5,072.81	Trnsfr to Checking Acct Ending in 0060



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1011A - OVCB Payroll**  
**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

---

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



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

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

ACCOUNT NUMBER: .....  
STATEMENT DATE: 1/31/24  
PAGE: 1 OF 1

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

ECONOMY CHECKING-PUBLIC

BYRON BETHANY IRRIGATION DISTRICT  
PAYROLL ACCOUNT

Acct

Beginning Balance	1/01/24	.00	
Deposits / Misc Credits	5	126,679.37	
Withdrawals / Misc Debits	8	126,679.37	
** Ending Balance	1/31/24	.00	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
1/04	67,110.94		Trnsfr from Checking Acct Ending in 0060
1/05	265.25		Trnsfr from Checking Acct Ending in 0060
1/18	57,894.47		Trnsfr from Checking Acct Ending in 0060
1/19	489.15		Trnsfr from Checking Acct Ending in 0060
1/22	919.56		Trnsfr from Checking Acct Ending in 0060

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
1/04		21,764.16	PAYCHEX TPS/TAXES
1/04		45,346.78	PAYCHEX/PAYROLL
1/05		265.25	PAYCHEX EIB/INVOICE
1/18		19,201.02	PAYCHEX TPS/TAXES
1/18		38,693.45	PAYCHEX-RCX/PAYROLL
1/19		489.15	PAYCHEX EIB/INVOICE
1/22		71.66	PAYCHEX-OAB/INVOICE
1/22		847.90	PAYCHEX TPS/TAXES

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
1/04	.00	1/18	.00	1/22	.00
1/05	.00	1/19	.00		

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1026 - Investments**  
**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	16,314,007.84
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>166,902.39</u>
Ending GL Balance	<u>16,480,910.23</u>
Ending Bank Balance	16,480,910.23
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>16,480,910.23</u>

Statement for the Period January 1, 2024 to January 31, 2024

BYRON-BETHANY IRRIGATION DISTRICT - Unincorporated Assn  
Account Number:



## Account Overview

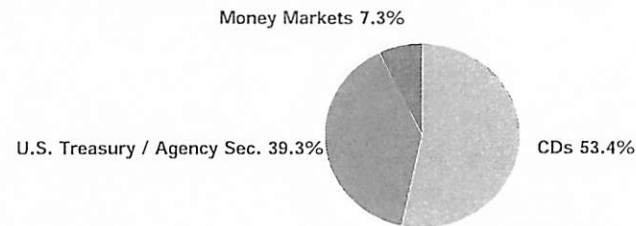
CHANGE IN ACCOUNT VALUE	Current Period	Year-to-Date
BEGINNING VALUE	\$16,314,007.84	\$16,314,007.84
Additions and Withdrawals	\$0.00	\$0.00
Misc. & Corporate Actions	\$0.00	\$0.00
Income	\$81,027.17	\$81,027.17
Taxes, Fees and Expenses	\$0.00	\$0.00
Other Activity	\$473.07	\$473.07
Change in Value	\$85,402.15	\$85,402.15
ENDING VALUE (AS OF 01/31/24)	\$16,480,910.23	\$16,480,910.23
Total Accrued Interest	\$126,847.62	
<b>Ending Value with Accrued Interest</b>	<b>\$16,607,757.85</b>	

Refer to Miscellaneous Footnotes for more information on Change in Value.

INCOME	Current Period	Year-to-Date
TAXABLE		
Taxable Dividends	\$3,906.64	\$3,906.64
Taxable Interest	\$77,120.53	\$77,120.53
<b>TOTAL TAXABLE</b>	<b>\$81,027.17</b>	<b>\$81,027.17</b>
<b>TOTAL INCOME</b>	<b>\$81,027.17</b>	<b>\$81,027.17</b>

Taxable income is determined based on information available to NFS at the time the statement was prepared, and is subject to change. Final information on taxation of interest and dividends is available on Form 1099-Div, which is mailed in February of the subsequent year.

## ACCOUNT ALLOCATION



	Percent	Prior Period	Current Period
Money Markets	7.3 %	\$627,782.59	\$1,210,638.70
CDs	53.4	\$8,713,650.55	\$8,796,419.08
U.S. Treasury / Agency Sec.	39.3	\$6,972,574.70	\$6,473,852.45
<b>TOTAL</b>	<b>100.0 %</b>	<b>\$16,314,007.84</b>	<b>\$16,480,910.23</b>

Account Allocation shows the percentage that each asset class represents of your total account value. Account Allocation for equities, fixed income, and other categories may include mutual funds and may be net of short positions. NFS has made assumptions concerning how certain mutual funds are allocated. Closed-end mutual funds and Exchange Traded Products (ETPs) listed on an exchange may be included in the equity allocation. The chart may not reflect your actual portfolio allocation. Consult your broker/dealer prior to making investment decisions.

Account carried with National Financial Services LLC, Member  
NYSE, SIPC



1/31/24

## Byron-Bethany ID Portfolio

<u>Issuer</u>	<u>Type</u>	<u>Price</u>	<u>CPN</u>	<u>AMOUNT</u>	<u>YIELD</u>	<u>Cash Flow</u>	<u>MAT.</u>	<u>Cusip#</u>	<u>Settle</u>	<u>CALL</u>
FIDELITY GOV'T MMKT	CASH	\$1.00	4.45%	\$1,210,638	4.45%	\$ 53,873.39	2/2/2024	FZAXX	DAILY	
FED HOME LOAN BANK	AG	\$100.000	5.000%	\$500,000	5.00%	\$ 25,000.00	4/17/2024	3130AVLQ3	4/18/2023	NC3MQT
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
HTLF Bank	CD	\$100.000	4.800%	\$244,000	4.80%	\$ 11,712.00	10/18/2024	40442NCH2	4/18/2023	N/A
Intrust Bank	CD	\$100.000	4.950%	\$244,000	4.95%	\$ 12,078.00	10/21/2024	46124GBB3	4/21/2023	N/A
FED HOME LOAN BANK	AG	\$100.000	5.000%	\$500,000	5.00%	\$ 25,000.00	10/25/2024	3130ATHG5	4/18/2023	NC1MQT
Comerica Bank	CD	\$100.000	4.950%	\$244,000	4.95%	\$ 12,078.00	11/4/2024	200339FS3	5/4/2023	N/A
FARMER MAC	AG	\$100.475	4.840%	\$500,000	4.59%	\$ 24,200.00	1/24/2025	31422XV33	1/31/2023	NC1YQTR
Wells Fago Bank NA	CD	\$100.000	4.750%	\$249,000	4.75%	\$ 11,827.50	4/21/2025	949764BA1	4/19/2023	N/A
First NB of Omaha	CD	\$100.000	4.700%	\$244,000	4.70%	\$ 11,468.00	4/21/2025	332135KX9	4/19/2023	N/A
American NB Omaha	CD	\$100.000	4.900%	\$248,000	4.90%	\$ 12,152.00	5/19/2025	028402CN3	5/19/2023	NC1YMTL
First American Bank	CD	\$100.000	5.050%	\$248,000	5.05%	\$ 12,524.00	5/26/2025	318485AD1	5/24/2023	NC3MoMTLY
FREDDIE MAC	AG	\$99.220	4.050%	\$500,000	4.40%	\$ 20,250.00	8/28/2025	3134GXR63	4/25/2023	NC1MQT
Greenstate CU	CD	\$100.000	4.750%	\$249,000	4.75%	\$ 11,827.50	10/28/2025	39573LDW5	4/28/2023	N/A
FED FARM CREDIT BANK	AG	\$99.525	4.125%	\$500,000	4.30%	\$ 20,625.00	12/12/2025	3133ENK82	1/31/2023	NC9moAT
FED FARM CREDIT BANK	AG	\$99.625	4.125%	\$500,000	4.32%	\$ 20,625.00	1/22/2026	3133EPW68	1/31/2024	N/A
BMO Harris Bank NA	CD	\$100.000	4.750%	\$247,000	4.75%	\$ 11,732.50	4/27/2026	05600XNX4	4/27/2023	NC6moQT
Mountain America FCB	CD	\$100.000	4.700%	\$249,000	4.70%	\$ 11,703.00	4/28/2026	6234RAT3	4/28/2023	N/A
FNB Middle Tennessee	CD	\$100.000	4.500%	\$244,000	4.50%	\$ 10,980.00	5/11/2026	32116QBJ4	5/11/2026	N/A
Lakeside Bank	CD	\$100.000	4.500%	\$249,000	4.50%	\$ 11,205.00	5/12/2026	51210SUT2	5/12/2023	N/A
CIBC USA Bank	CD	\$100.000	4.600%	\$244,000	4.60%	\$ 11,224.00	5/15/2026	12547CBH0	5/16/2023	N/A
Alma Bank	CD	\$100.000	4.500%	\$249,000	4.50%	\$ 11,205.00	5/19/2026	020080CN5	5/19/2023	N/A
FARMER MAC	AG	\$100.140	4.830%	\$500,000	4.78%	\$ 24,150.00	5/20/2026	31422X2K7	4/18/2023	NC1YQTR
FED HOME LOAN BANK	AG	\$99.000	4.000%	\$255,000	4.30%	\$ 10,200.00	9/8/2026	3130ASZS1	2/9/2023	NC9moQT
First United B&T	CD	\$100.000	4.000%	\$249,000	4.00%	\$ 9,960.00	2/8/2027	33742CCS4	2/8/2023	N/A
Pacific Western Bank	CD	\$100.000	4.800%	\$244,000	4.80%	\$ 11,712.00	2/22/2027	69506YWC9	2/21/2023	NC1YQTR
Bank of Oklahoma	CD	\$100.000	4.950%	\$248,000	4.95%	\$ 12,276.00	4/26/2027	05572YGM8	4/26/2023	NC1YMTL
Liberty First Credit Union	CD	\$100.000	4.500%	\$249,000	4.50%	\$ 11,205.00	4/26/2027	530520AJ4	4/25/2023	N/A
UBS Bank USA	CD	\$100.000	4.500%	\$249,000	4.50%	\$ 11,205.00	4/26/2027	90355GCW4	4/26/2023	N/A



1/31/24

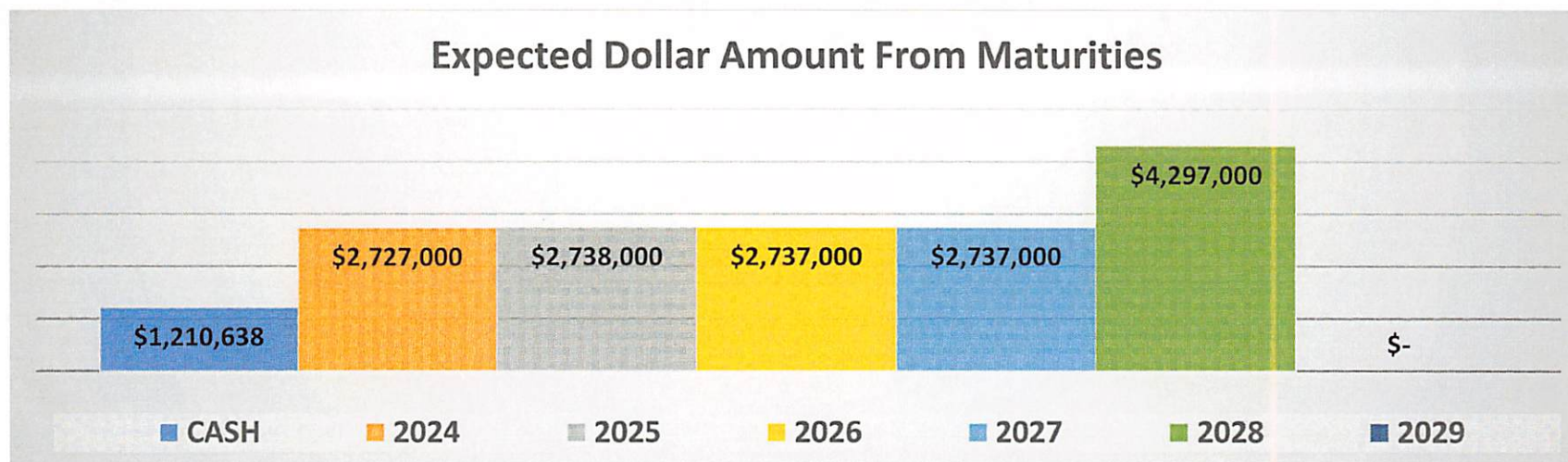
## Byron-Bethany ID Portfolio

Global Federal CU	CD	\$100.000	4.600%	\$249,000	4.60%	\$ 11,454.00	5/12/2027	37892MAF1	5/12/2023	N/A
Univest Bank	CD	\$100.000	4.450%	\$249,000	4.45%	\$ 11,080.50	5/12/2027	91527PBX4	5/12/2023	N/A
FREDDIE MAC	AG	\$100.123	4.750%	\$500,000	4.72%	\$ 23,750.00	7/12/2027	3134GYPF3	4/20/2023	NC15MOAN
FED HOME LOAN BANK	AG	\$100.584	5.050%	\$500,000	4.91%	\$ 25,250.00	10/27/2027	3130AUPV0	1/30/2023	NC9MAN
MS Private Bank	CD	\$100.000	4.400%	\$244,000	4.40%	\$ 10,736.00	1/21/2028	61768UCE5	1/30/2023	NC1YS/A
Austin Telco FCU	CD	\$100.000	4.750%	\$249,000	4.75%	\$ 11,827.50	1/27/2028	052392CN5	1/27/2023	N/A
First Technology FCU	CD	\$100.000	5.000%	\$248,000	5.00%	\$ 12,400.00	2/3/2028	33715LEL0	2/3/2023	NC1YQTR
MS Bank NA	CD	\$100.000	4.650%	\$244,000	4.65%	\$ 11,346.00	2/18/2028	61773TSD6	2/21/2023	NC1YS/A
BMW Bank NA	CD	\$100.000	4.300%	\$244,000	4.30%	\$ 10,492.00	4/21/2028	05580AY81	4/21/2023	N/A
Discover Bank	CD	\$100.000	4.350%	\$244,000	4.35%	\$ 10,614.00	4/24/2028	2546734D5	4/26/2023	N/A
USALLIANCE FCU	CD	\$100.000	4.650%	\$249,000	4.65%	\$ 11,578.50	4/28/2028	90352RCZ6	4/28/2023	N/A
Freedom NW CU	CD	\$100.000	5.000%	\$248,000	5.00%	\$ 12,400.00	5/9/2028	356436AJ4	5/9/2023	NC1YMTL
Cy-Fair FCU	CD	\$100.000	4.500%	\$249,000	4.50%	\$ 11,205.00	5/12/2028	23248UAB3	5/12/2023	N/A
Capital One NA	CD	\$100.000	4.400%	\$244,000	4.40%	\$ 10,736.00	5/17/2028	14042RVS7	5/17/2023	N/A
Timberland Bank	CD	\$100.000	5.050%	\$100,000	5.05%	\$ 5,050.00	5/17/2028	88709RAH2	5/17/2023	NC3MoMTLY
Medallion Bank	CD	\$100.000	5.000%	\$248,000	5.00%	\$ 12,400.00	5/24/2028	58404DSE2	5/24/2023	NC1YMTL
FED. FARM CREDIT BANK	AG	\$100.000	5.110%	\$500,000	5.11%	\$ 25,550.00	8/14/2028	3133EPTA3	9/7/2023	NC2Y AT
FREDDIE MAC	AG	\$99.695	5.250%	\$500,000	5.32%	\$ 26,250.00	9/19/2028	3134H1BN2	9/28/2023	NC6mCNRY
Synchrony Bank	CD	\$100.000	5.000%	\$243,000	5.00%	\$ 12,150.00	11/3/2028	87165H3Y4	11/3/2023	N/A
State Bank IN (Chicago)	CD	\$100.000	5.000%	\$243,000	5.00%	\$ 12,150.00	11/24/2028	8562834U7	11/24/2023	N/A
<b>Total &amp; Average</b>			<b>4.69%</b>	<b>\$16,446,638</b>	<b>4.68%</b>	<b>\$ 771,229.89</b>	<b>2.39 YRS</b>			



<u>Investment</u>	<u>Avg Yield</u>	<u>Yr 1- Cash Flow</u>	<u>Maturity</u>	<u>Amount</u>	<u>Percentage</u>
\$16,446,638	4.68%	\$771,230	CASH	\$1,210,638	7%
<u>Asset Type</u>	<u>Percent</u>	<u>AMT</u>	2024	\$2,727,000	17%
CASH	7%	\$1,210,638	2025	\$2,738,000	17%
US Agency	40%	\$6,505,000	2026	\$2,737,000	17%
CDs	53%	\$8,731,000	2027	\$2,737,000	17%
Total	100%	\$16,446,638	2028	\$4,297,000	26%
			2029	\$ -	0%
			WAM	2.39 YRS	100%

## Byron-Bethany ID Portfolio

**Glossary:**

**US Agencies (Government Sponsored Enterprises GSE)** - Agencies of the Federal Government set up to supply credit to various classes of institutions (such as housing and farming).

**Federal Home Loan Bank (FHLB)** - Comprised of 12 regional banks which lend funds to provide correspondent banking services to member commercial banks, draft institutions, credit unions and insurance companies.

**Federal Farm Credit Bank (FFCB)** - Issues high quality debt securities in the financial markets to finance farm credit system loans, leases, and operations.

**Federal Agriculture Mortgage Corp (Farmer Mac)** - Serves a secondary market in agricultural loans such as real estate and rural housing.

**Federal Home Loan Mortgage Corp (Freddie Mac)** - Leading the US housing market, making homeownership and rental housing more accessible and affordable.

**Negotiable CDs/Credit Union CDs** - Certificates of Deposits insured up to \$250,000 by FDIC or NCUA Insurance. Holder has ability to sell CD prior to maturity. Price is subject to current market conditions, however holder continues to receive accrued interest until date of sale.

**Weighted Average Maturity (WAM)** - The overall maturity on the portfolio.

**Disclosure Page**

Registered Representative Securities offered through Cambridge Investment Research, Inc., a broker-dealer, member FINRA/SIPC. Investment Advisor Representative Cambridge Investment

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1003 - Cash-L.A.I.F. State Treasurer**  
**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	3,294,646.27
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	3,294,646.27
Ending Bank Balance	3,294,646.27
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	3,294,646.27

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1003A - Cash-L.A.I.F. Construction**  
**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

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Beginning GL Balance	4,913,000.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	<u>4,913,000.00</u>
Ending Bank Balance	<u>4,913,000.00</u>
Add back deposits in transit	<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><u>4,913,000.00</u></u>





California State Controller

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1017 - Comerica**

**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

---

Beginning GL Balance	212,054.20
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(3,421.18)</u>
Ending GL Balance	<u>208,633.02</u>
Ending Bank Balance	208,633.02
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><u>208,633.02</u></u>



## Your Ameriprise statement

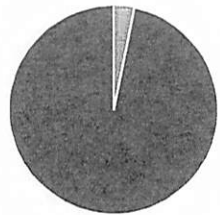
for January 1, 2024 to January 31, 2024

PREPARED FOR BYRON-BETHANY ID

### Value of your investment accounts

	This month	This year
Beginning value	\$212,054.20	\$212,054.20
Net deposits & withdrawals	\$0.00	\$0.00
Dividends, interest & income	\$28.82	\$28.82
Change in value	-\$3,450.00	-\$3,450.00
Ending value	\$208,633.02	\$208,633.02

### Your asset allocation



Asset class	Value on Jan 31, 2024	Percent of assets
● Cash & cash investments*	\$6,858.02	3.3%
● Fixed income	\$201,775.00	96.7%
Total assets	\$208,633.02	100%

\*Cash investments includes cash held inside pooled investments (e.g. mutual funds), as part of a manager's investment strategy, and is not directly accessible unless you sell some of that investment. For details visit [ameriprise.com/allocation](https://ameriprise.com/allocation).

Your personal advisor

Chris Theut AAMS™

### TR Financial Group

A financial advisory practice of Ameriprise Financial Services, LLC

39400 Woodward Ave Ste 255

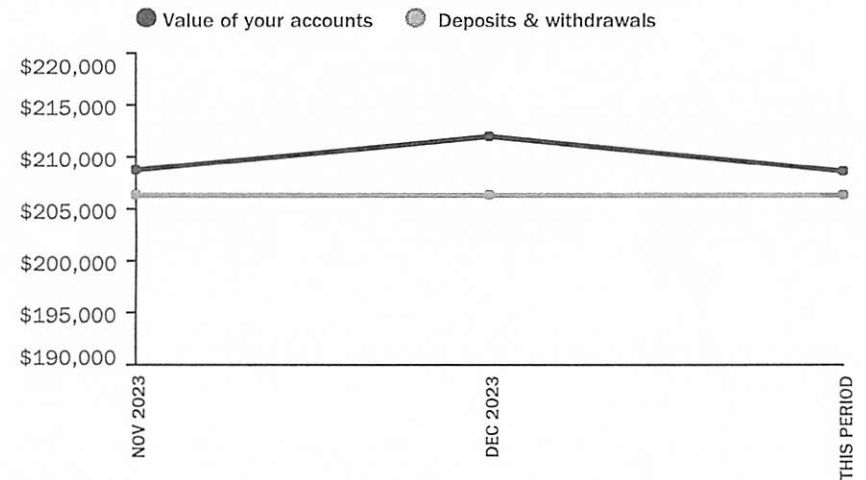
Bloomfield Hills, MI 48304-5150

248.645.4173

[Chris.Theut@comericafinancialadvisors.com](mailto:Chris.Theut@comericafinancialadvisors.com)

[www.ameripriseadvisors.com/chris.theut](https://www.ameripriseadvisors.com/chris.theut)

### Value of your investment accounts over time



This chart provides a five-year view of your account values. The black line shows the value of your accounts, while the gray line shows your net contributions (deposits less withdrawals).



Get all the details online at [ameriprise.com](https://ameriprise.com). Click the Portfolio tab to find your latest account value, activity and asset allocation. Your Ameriprise financial advisor can help you understand how the stated account value shown here may differ from the amount you'd receive if you sold your assets (after any tax withholding, outstanding loans, pending transactions and potential fees).

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**Ameriprise**  
Financial



Securities offered through Ameriprise Financial Services, LLC. Member FINRA/SIPC.



**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Jan 31, 2024**  
**1080 - Petty Cash**  
**Bank Statement Date: January 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	200.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(25.00)
Ending GL Balance	175.00
Ending Bank Balance	175.00
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	175.00

Byron Bethany Irrigation District  
Petty Cash Reconciliation

Beg. Balance
\$200.00

Date	Description	Debit	Credit	GL	Running Balance
1/3/2024	Laser Mouse		25.00	6340	\$175.00
					\$175.00

Currency on Hand		Quantity	Total
\$0.01	x	5	0.05
\$0.05	x	18	0.90
\$0.10	x	18	1.80
\$0.25	x	13	3.25
\$1.00	x	14	14.00
\$5.00	x	13	65.00
\$10.00	x	1	10.00
\$20.00	x	4	80.00
\$50.00	x		-
\$100.00	x		-
Total Cash on Hand			175.00

Prepared By: Julia Gavrilenko

Checked By: Ilona Malgorzata Ruiz

Date: 1/31/2024

Date: 1/31/2024

Approved By:

Date:

**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
46227	1/8/24	ACWA Joint Powers Insurance Authority	1010C	48,093.66
46228	1/8/24	Cintas Corporation #922	1010C	196.95
46229	1/8/24	Natividad Clark	1010C	150.00
46230	1/8/24	Comcast	1010C	128.69
46231	1/8/24	Beckley, Inc	1010C	1,061.18
46232	1/8/24	Bobby Farmer	1010C	150.00
46233	1/8/24	Ilona Ruiz	1010C	150.00
46234	1/8/24	I Spy Vision	1010C	135.00
46235	1/8/24	J-COMM Inc	1010C	7,000.00
46236	1/8/24	Julia Gavrilenko	1010C	150.00
46237	1/8/24	Richard Martinez	1010C	150.00
46238	1/8/24	Richard Martinez	1010C	150.00
46239	1/8/24	Robert Scott Mehring	1010C	150.00
46240	1/8/24	Morrill Industries Inc	1010C	1,200.79
46241	1/8/24	CENCAL Auto & Truck Parts Inc.	1010C	192.78
46242	1/8/24	Edwin R. Pattison Jr.	1010C	150.00
46243	1/8/24	Plus IT, Inc.	1010C	349.30
46244	1/8/24	Joseph Resendes	1010C	150.00
46245	1/8/24	SJC Vector & Disease Control District	1010C	467.74
46246	1/8/24	Dornoch Inc.	1010C	3,032.23
46247	1/8/24	David Vaz	1010C	150.00
46248	1/8/24	Ricardo Vega	1010C	150.00
46249	1/8/24	Co Occupational Medical Partners	1010C	100.00
46250	1/8/24	Central Valley Community Bank	1010C	14,763.25
46251	1/15/24	Foley & Lardner LLP	1010C	3,692.62
46252	1/15/24	Western Area Power Administration	1010C	2,762.57
46253	1/15/24	James Gutierrez	1010C	71.40
46254	1/15/24	California Advocates	1010C	7,630.00
46255	1/15/24	Creative Outdoor Environments, Inc.	1010C	1,400.00
46252V	1/15/24	Western Area Power Administration	1010C	-2,762.57
46256	1/15/24	Western Area Power Administration	1010C	2,628.00
46260	1/15/24	AT & T Mobility	1010C	616.56

**Byron-Bethany Irrigation District**  
**Check Register**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
46262	1/15/24	David Vaz	1010C	86.50
46263	1/15/24	AT & T Mobility	1010C	148.80
46264	1/15/24	Cintas Corporation #922	1010C	193.21
46265	1/15/24	CoreLogic Solutions, LLC	1010C	297.00
46266	1/15/24	Tracy Delta Solid Waste Management, Inc	1010C	786.60
46267	1/15/24	Knight's Site Services	1010C	476.41
46268	1/16/24	Bureau of Reclamation	1010C	124,078.37
46269	1/16/24	AT&T	1010C	204.35
46270	1/16/24	James Gutierrez	1010C	149.83
46271	1/16/24	Irrigation Resources Inc.	1010C	2,897.36
46272	1/16/24	CENCAL Auto & Truck Parts Inc.	1010C	140.24
46273	1/16/24	Pape Machinery	1010C	257.17
46274	1/16/24	Ramos Oil Co., Inc.	1010C	1,183.42
46275	1/16/24	Dornoch Inc.	1010C	339.22
<b>Total</b>				<b>225,648.63</b>

**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/1/24	01012024	Mosquito, Vector & Disease Control Assessment - WSSA FY 2023-24	467.74	
1/1/24	01012024	SJC Vector & Disease Control District		467.74
1/1/24	2252-5-112b	Quarterly Alarm Monitoring - A&E Groundwater Well, Jan-March 2024	135.00	
1/1/24	2252-5-112b	I Spy Vision		135.00
1/1/24	240270	Managed Services for January 2024 - 14 PkC/Laptop	349.30	
1/1/24	240270	Plus IT, Inc.		349.30
1/1/24	29608982	Garbage Service WSSA - Service address: 20100 Wicklund, Tracy, CA - January 2024	163.43	
1/1/24	29608982	DHQ Refuse Service Provided - 20Y Rolloff on 12/6/2023 - Service address: 7995 Bruns Road, Byron, CA	623.17	
1/1/24	29608982	Tracy Delta Solid Waste Management, Inc		786.60
1/1/24	829215163X01092024	Mobile Data plan & Usage for the Period: 12/2/2023 - 1/1/2024 WSSA, Account #829215163	148.80	
1/1/24	829215163X01092024	AT & T Mobility		148.80
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Natividad Clark		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Ilona Ruiz		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Julia Gavrilenko		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Robert Scott Mehring		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Joseph Resendes		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	David Vaz		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Ricardo Vega		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Richard Martinez		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Richard Martinez		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Edwin R. Pattison Jr.		150.00
1/1/24	Boots2024	2024 Boots allowance	150.00	
1/1/24	Boots2024	Bobby Farmer		150.00
1/2/24	0000187726	Holding Tank & Portable Toilet Service, Holding Tank & Portable Rental for Wicklund Cut Renovation/Project	476.41	
1/2/24	0000187726	Knight's Site Services		476.41
1/2/24	010224	Communications, Outreach and Public Affairs for January 2024	4,900.00	
1/2/24	010224	Website Services for January 2024	2,100.00	
1/2/24	010224	J-COMM Inc		7,000.00
1/2/24	180513	Service on Unit #22-21, Completed full service, air & filter replaced, replaced accessory & serpentine belts, replaced transmission fluid, installed air dam	2,915.46	
1/2/24	180513	Dornoch Inc.		2,915.46
1/2/24	2024Benefits0701651	ALV01 - Director Health Benefits for the Period of: February 2024	1,885.08	
1/2/24	2024Benefits0701651	ALV01 - Director Dental Benefits for the Period of: February 2024	68.97	
1/2/24	2024Benefits0701651	ALV01 - Director Vision Benefits for the Period of: February 2024	18.56	

**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/2/24	2024Benefits0701651	ALV01 - Director Life Benefits for the Period of: February 2024	9.50	
1/2/24	2024Benefits0701651	ALV01 - Director Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	CER01 - O&M Health Benefits for the Period of: February 2024	942.54	
1/2/24	2024Benefits0701651	CER01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	CER01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	CER01 - O&M Life Benefits for the Period of: February 2024	18.00	
1/2/24	2024Benefits0701651	CER01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	DAV01 - O&M Health Benefits for the Period of: February 2024	880.90	
1/2/24	2024Benefits0701651	DAV01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	DAV01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	DAV01 - O&M Life Benefits for the Period of: February 2024	9.00	
1/2/24	2024Benefits0701651	DAV01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	FAR01 - O&M Health Benefits for the Period of: February 2024	1,413.81	
1/2/24	2024Benefits0701651	FAR01 - O&M Health Benefits Liability for the Period of: February 2024	471.27	
1/2/24	2024Benefits0701651	FAR01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	FAR01 - O&M Dental Benefits Liability for the Period of: February 2024	36.13	
1/2/24	2024Benefits0701651	FAR01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	FAR01 - O&M Life Benefits for the Period of: February 2024	25.00	
1/2/24	2024Benefits0701651	FAR01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	GAV01 - Admin Health Benefits for the Period of: February 2024	880.90	
1/2/24	2024Benefits0701651	GAV01 - Admin Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	GAV01 - Admin Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	GAV01 - Admin Life Benefits for the Period of: February 2024	18.00	
1/2/24	2024Benefits0701651	GAV01 - Admin Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	GUT01 - O&M Health Benefits for the Period of: February 2024	1,413.81	
1/2/24	2024Benefits0701651	GUT01 - O&M Health Benefits Liability for the Period of: February 2024	471.27	
1/2/24	2024Benefits0701651	GUT01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	GUT01 - O&M Vision Benefits for the Period of: February 2024	18.56	

**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/2/24	2024Benefits0701651	GUT01 - O&M Life Benefits for the Period of: February 2024	9.00	
1/2/24	2024Benefits0701651	GUT01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	RUI01 - Admin Health Benefits for the Period of: February 2024	880.90	
1/2/24	2024Benefits0701651	RUI01 - Admin Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	RUI01 - Admin Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	RUI01 - Admin Life Benefits for the Period of: February 2024	9.00	
1/2/24	2024Benefits0701651	RUI01 - Admin Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	MAG10 - Director Health Benefits for the Period of: February 2024	2,497.73	
1/2/24	2024Benefits0701651	MAG10 - Director Dental Benefits for the Period of: February 2024	128.32	
1/2/24	2024Benefits0701651	MAG10 - Director Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	MAG10 - Director Life Benefits for the Period of: February 2024	7.10	
1/2/24	2024Benefits0701651	MAG10 - Director Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	MAG11 - Director Health Benefits for the Period of: February 2024	942.54	
1/2/24	2024Benefits0701651	MAG11 - Director Dental Benefits for the Period of: February 2024	68.97	
1/2/24	2024Benefits0701651	MAG11 - Director Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	MAG11 - Director Life Benefits for the Period of: February 2024	9.50	
1/2/24	2024Benefits0701651	MAG11 - Director Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	MAR01 - O&M Health Benefits for the Period of: February 2024	2,009.18	
1/2/24	2024Benefits0701651	MAR01 - O&M Health Benefits Liability for the Period of: February 2024	669.72	
1/2/24	2024Benefits0701651	MAR01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	MAR01 - O&M Dental Benefits Liability for the Period of: February 2024	36.13	
1/2/24	2024Benefits0701651	MAR01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	MAR01 - O&M Life Benefits for the Period of: February 2024	37.00	
1/2/24	2024Benefits0701651	MAR01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	MAR02 - O&M Health Benefits for the Period of: February 2024	1,339.45	
1/2/24	2024Benefits0701651	MAR02 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	MAR02 - O&M Dental Benefits Liability for the Period of: February 2024	36.13	
1/2/24	2024Benefits0701651	MAR02 - O&M Vision Benefits for the Period of: February 2024	18.56	

**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/2/24	2024Benefits0701651	MAR02 - O&M Life Benefits for the Period of: February 2024	9.00	
1/2/24	2024Benefits0701651	MAR02 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	MEH01 - O&M Health Benefits for the Period of: February 2024	1,339.45	
1/2/24	2024Benefits0701651	MEH01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	MEH01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	MEH01 - O&M Life Benefits for the Period of: February 2024	37.00	
1/2/24	2024Benefits0701651	MEH01 - O&M Life Benefits for the Period of: February 2024	2.48	
1/2/24	2024Benefits0701651	NAV01 - O&M Health Benefits for the Period of: February 2024	1,339.45	
1/2/24	2024Benefits0701651	NAV01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	NAV01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	NAV01 - O&M Life Benefits for the Period of: February 2024	10.00	
1/2/24	2024Benefits0701651	NAV01 - O&M Life Benefits for the Period of: February 2024	2.48	
1/2/24	2024Benefits0701651	ORO01 - O&M Health Benefits for the Period of: February 2024	1,664.90	
1/2/24	2024Benefits0701651	ORO01 - O&M Health Benefits Liability for the Period of: February 2024	783.99	
1/2/24	2024Benefits0701651	ORO01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	ORO01 - O&M Dental Benefits Liability for the Period of: February 2024	95.48	
1/2/24	2024Benefits0701651	ORO01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	ORO01 - O&M Life Benefits for the Period of: February 2024	10.00	
1/2/24	2024Benefits0701651	ORO01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	PAT01 - Admin Health Benefits for the Period of: February 2024	1,720.14	
1/2/24	2024Benefits0701651	PAT01 - Admin Health Benefits Liability for the Period of: February 2024	777.59	
1/2/24	2024Benefits0701651	PAT01 - Admin Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	PAT01 - Admin Dental Benefits Liability for the Period of: February 2024	95.48	
1/2/24	2024Benefits0701651	PAT01 - Admin Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	PAT01 - Admin Vision Benefits for the Period of: February 2024	53.00	
1/2/24	2024Benefits0701651	PAT01 - Admin Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	PER01 - Director Health Benefits for the Period of: February 2024	942.54	
1/2/24	2024Benefits0701651	PER01 - Director Dental Benefits for the Period of: February 2024	32.84	



**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/2/24	2024Benefits0701651	PER01 - Director Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	PER01 - Director Life Benefits for the Period of: February 2024	7.10	
1/2/24	2024Benefits0701651	PER01 - Director Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	PET10 - Director Health Benefits for the Period of: February 2024	942.54	
1/2/24	2024Benefits0701651	PET10 - Director Dental Benefits for the Period of: February 2024	68.97	
1/2/24	2024Benefits0701651	PET10 - Director Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	PET10 - Director Life Benefits for the Period of: February 2024	10.25	
1/2/24	2024Benefits0701651	PET10 - Director Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	PET01 - Admin Health Benefits for the Period of: February 2024	1,413.81	
1/2/24	2024Benefits0701651	PET01 - Admin Health Benefits Liability for the Period of: February 2024	471.27	
1/2/24	2024Benefits0701651	PET01 - Admin Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	PET01 - Admin Dental Benefits Liability for the Period of: February 2024	36.13	
1/2/24	2024Benefits0701651	PET01 - Admin Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	PET01 - Admin Life Benefits for the Period of: February 2024	44.18	
1/2/24	2024Benefits0701651	PET01 - Admin Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	RES01 - O&M Health Benefits for the Period of: February 2024	880.90	
1/2/24	2024Benefits0701651	RES01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	RES01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	RES01 - O&M Life Benefits for the Period of: February 2024	14.00	
1/2/24	2024Benefits0701651	RES01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	CLA01 - O&M Health Benefits for the Period of: February 2024	1,321.35	
1/2/24	2024Benefits0701651	CLA01 - O&M Health Benefits Liability for the Period of: February 2024	440.44	
1/2/24	2024Benefits0701651	CLA01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	CLA01 - O&M Dental Benefits Liability for the Period of: February 2024	36.13	
1/2/24	2024Benefits0701651	CLA01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	CLA01 - O&M Life Benefits for the Period of: February 2024	14.00	
1/2/24	2024Benefits0701651	CLA01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	TUS15 - Director Health Benefits for the Period of: February 2024	1,885.08	

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Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/2/24	2024Benefits0701651	TUS15 - Director Dental Benefits for the Period of: February 2024	68.97	
1/2/24	2024Benefits0701651	TUS15 - Director Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	TUS15 - Director Life Benefits for the Period of: February 2024	9.77	
1/2/24	2024Benefits0701651	TUS15 - Director Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	VAZ01 - O&M Health Benefits for the Period of: February 2024	1,664.90	
1/2/24	2024Benefits0701651	VAZ01 - O&M Health Benefits Liability for the Period of: February 2024	783.99	
1/2/24	2024Benefits0701651	VAZ01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	VAZ01 - O&M Dental Benefits Liability for the Period of: February 2024	95.48	
1/2/24	2024Benefits0701651	VAZ01 - O&M Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	VAZ01 - O&M Life Benefits for the Period of: February 2024	18.00	
1/2/24	2024Benefits0701651	VAZ01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	VEG01 - O&M Health Benefits for the Period of: February 2024	1,664.90	
1/2/24	2024Benefits0701651	VEG01 - O&M Health Benefits Liability for the Period of: February 2024	783.99	
1/2/24	2024Benefits0701651	VEG01 - O&M Dental Benefits for the Period of: February 2024	32.84	
1/2/24	2024Benefits0701651	VEG01 - O&M Dental Benefits Liability for the Period of: February 2024	36.13	
1/2/24	2024Benefits0701651	VEG01 - Admin Vision Benefits for the Period of: February 2024	18.56	
1/2/24	2024Benefits0701651	VEG01 - O&M Life Benefits for the Period of: February 2024	14.00	
1/2/24	2024Benefits0701651	VEG01 - O&M Employee Assistance Program - February 2024	2.48	
1/2/24	2024Benefits0701651	Arnaudo - Retiree Health Benefits for the Period of: February 2024	412.45	
1/2/24	2024Benefits0701651	Bedford - Retiree Health Benefits for the Period of: February 2024	824.90	
1/2/24	2024Benefits0701651	Carson - Retiree Health Benefits for the Period of: February 2024	412.45	
1/2/24	2024Benefits0701651	Griffith - Retiree Health Benefits for the Period of: February 2024	942.54	
1/2/24	2024Benefits0701651	KAG01 - Retiree Health Benefits for the Period of: February 2024	412.45	
1/2/24	2024Benefits0701651	Kleinert - Retiree Health Benefits for the Period of: February 2024	824.90	
1/2/24	2024Benefits0701651	Kopp - Retiree Health Benefits for the Period of: February 2024	412.45	
1/2/24	2024Benefits0701651	Martinez - Retiree Health Benefits for the Period of: February 2024	824.90	
1/2/24	2024Benefits0701651	Pombo - Retiree Health Benefits for the Period of: February 2024	1,354.99	
1/2/24	2024Benefits0701651	Serpa - Retiree Health Benefits for the Period of: February 2024	942.54	

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Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/2/24	2024Benefits0701651	Shoemaker - Retiree Health Benefits for the Period of: February 2024	412.45	
1/2/24	2024Benefits0701651	Zahn - Retiree Health Benefits for the Period of: February 2024	412.45	
1/2/24	2024Benefits0701651	ACWA Joint Powers Insurance Authority		48,093.66
1/2/24	24147	Fees for Professional Legal Services January 2024	7,630.00	
1/2/24	24147	California Advocates		7,630.00
1/3/24	118869	Filters, Blade & Element Asy for Unit #20-21	116.77	
1/3/24	118869	Dornoch Inc.		116.77
1/3/24	181169	Service Unit #60-20	339.22	
1/3/24	181169	Dornoch Inc.		339.22
1/4/24	00170758	Galvanized Adapters for Green Line Repairs	1,200.79	
1/4/24	00170758	Morrill Industries Inc		1,200.79
1/4/24	1-23425	Tires and Tire Repair for Unit #65-06	1,061.18	
1/4/24	1-23425	Beckley, Inc		1,061.18
1/4/24	4179181835	DHQ Janitorial Supplies	29.87	
1/4/24	4179181835	Weekly Uniform Service for the week ending 1/5/2024	167.08	
1/4/24	4179181835	Cintas Corporation #922		196.95
1/5/24	00194446-00	DOT & Breath Test - James Gutierrez 1/3/24	100.00	
1/5/24	00194446-00	Co Occupational Medical Partners		100.00
1/5/24	0103006	Gasoline	674.35	
1/5/24	0103006	Ramos Oil Co., Inc.		674.35
1/5/24	092400	Wheel Stud, Lug Nuts & Parts Cleaner for Unit #65-06	166.00	
1/5/24	092400	CENCAL Auto & Truck Parts Inc.		166.00
1/5/24	092440	Wheel Seal, Studs & Bolts, Sealant & Silicone for Unit #65-06	54.84	
1/5/24	092440	CENCAL Auto & Truck Parts Inc.		54.84
1/5/24	14993177	Parts for JD Track Loader	257.17	
1/5/24	14993177	Pape Machinery		257.17
1/5/24	50761910	Professional Services regarding City of Fresno, et al. v. US - Services through December 31, 2023	3,692.62	
1/5/24	50761910	Foley & Lardner LLP		3,692.62
1/6/24	5028182618	Ricoh Copier Rental (Contract #603-0227169-000; Serial #3129RA00486; Model IM C4500) 1/1/24-1/31/24	477.54	
1/6/24	5028182618	Wells Fargo Financial Leasing		477.54
1/7/24	287253183134X011524	Mobile Data plan & Usage for the Period: 1/8/2024 - 2/7/2024; Account #287253183134	616.56	
1/7/24	287253183134X011524	AT & T Mobility		616.56
1/8/24	25399	Duplicate Keys	238.15	
1/8/24	25399	Tracy Lock & Safe		238.15
1/9/24	01092024	DOT & Breath Test - James Gutierrez 1/9/24 for Commercial DL	71.40	
1/9/24	01092024	James Gutierrez		71.40
1/9/24	092587	Connector & Fuse Holder - Ditch Witch & 93-23 Chevy 5500	36.97	
1/9/24	092587	CENCAL Auto & Truck Parts Inc.		36.97
1/9/24	NNPB000031223	WAPA Power for the Month of December 2023 - Regular	2,762.57	
1/9/24	NNPB000031223	Western Area Power Administration		2,762.57
1/10/24	000021086714	WSSA Shop Phone Service 12/10/2023 - 1/9/2024	71.26	
1/10/24	000021086714	Acct #9391053473		
1/10/24	000021086714	AT&T		71.26
1/10/24	000021086715	WSSA Office Phone Service 12/10/2023 - 1/9/2024	133.09	
1/10/24	000021086715	Acct #9391053474		
1/10/24	000021086715	AT&T		133.09

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1/10/24	01102024	WAPA Power for the Month of September 2023 - Regular - Overpayment		134.57
1/10/24	01102024	Invoice #NNPB000030923		
1/10/24	01102024	Western Area Power Administration	134.57	
1/10/24	092674	Parts for 93-23 Chevy 5500	103.27	
1/10/24	092674	CENCAL Auto & Truck Parts Inc.		103.27
1/10/24	2401-26	Landscape Grounds Maintenance for the period of: January 2024	1,050.00	
1/10/24	2401-26	Creative Outdoor Environments, Inc.		1,050.00
1/10/24	2401-27	Landscape Grounds Maintenance for the period of: January 2024 - Tracy Office	350.00	
1/10/24	2401-27	Creative Outdoor Environments, Inc.		350.00
1/11/24	01112024	TSA Clearance HAZMAT Endorsement	86.50	
1/11/24	01112024	David Vaz		86.50
1/11/24	096559	Flanged Line Gate, Full Faced Gasket for Green Line Stenzel Repair	2,897.36	
1/11/24	096559	Irrigation Resources Inc.		2,897.36
1/11/24	4179943146	DHQ Janitorial Supplies	19.69	
1/11/24	4179943146	Weekly Uniform Service for the week ending 1/11/2024	173.52	
1/11/24	4179943146	Cintas Corporation #922		193.21
1/12/24	0104403	Unleaded 87 Carb (\$3.00 per gallon)	509.07	
1/12/24	0104403	Ramos Oil Co., Inc.		509.07
1/15/24	10444	Professional Services - Executive Search; Assistant General Manager & Clerical Support	9,755.64	
1/15/24	10444	Bob Murray & Associates		9,755.64
1/16/24	01162024	Class A Training - J. Gutierrez	149.83	
1/16/24	01162024	James Gutierrez		149.83
1/16/24	Jan-Feb2024	Ag Water Reclamation Charge for the Month of: December 2023 (True-up)		7,090.38
1/16/24	Jan-Feb2024	Ag Water Reclamation Charge for the Month of: Transfer to City of Coalinga December 2023 (True-up)		61,166.00
1/16/24	Jan-Feb2024	Ag Water Reclamation Charge for the Month of: Transfer to WWD January 2024 (Prepayment)	101,080.00	
1/16/24	Jan-Feb2024	Ag Water Reclamation Charge for the Month of: Transfer to City of Coalinga February 2024 (Prepayment)	66,820.00	
1/16/24	Jan-Feb2024	M&I Water Reclamation Charge for the Month of: December 2023 (True-up)		509.40
1/16/24	Jan-Feb2024	CVPIA Ag Restoration Charge for Month of: December 2023 (True-up)		2,574.00
1/16/24	Jan-Feb2024	CVPIA Ag Restoration Charge for Month of: Transfer to City of Coalinga December 2023 (True-up)		15,470.00
1/16/24	Jan-Feb2024	CVPIA Ag Restoration Charge for Month of: Transfer to WWD January 2024 (Prepayment)	26,000.00	
1/16/24	Jan-Feb2024	CVPIA Ag Restoration Charge for Month of: Transfer to City of Coalinga February 2024 (Prepayment)	16,900.00	
1/16/24	Jan-Feb2024	CVPIA M&I Restoration Charge for Month of: December 2023 (True-up)		389.85
1/16/24	Jan-Feb2024	Trinity PUD Assessment for the Month of: December 2023 (True-up)		49.50
1/16/24	Jan-Feb2024	Trinity PUD Assessment for the Month of: Transfer to City of Coalinga December 2023 (True-up)		297.50
1/16/24	Jan-Feb2024	Trinity PUD Assessment for the Month of: Transfer to WWD January 2024 (Prepayment)	500.00	
1/16/24	Jan-Feb2024	Trinity PUD Assessment for the Month of: Transfer to City of Coalinga February 2024 (Prepayment)	325.00	
1/16/24	Jan-Feb2024	Contract No. 14-06-200-785-LTR1-P		

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Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/16/24	Jan-Feb2024	Bureau of Reclamation		124,078.37
1/17/24	093113	Batteries for Fire Pump	726.05	
1/17/24	093113	CENCAL Auto & Truck Parts Inc.		726.05
1/17/24	13652963	Monthly Pest Control Service at BBID: 1/17/2024	76.00	
1/17/24	13652963	McCauley Ag Services		76.00
		Bi Monthly Pest Control Service: 1/17/2024 - 7777		
1/17/24	13652978	Bruns Rd	80.00	
1/17/24	13652978	McCauley Ag Services		80.00
		Monthly Service Charge for DHQ Landlines (Account #412466572)	250.26	
1/17/24	33759216	Lingo		250.26
1/17/24	42937	On-site Service 1/17/24 - Misc. Issues	312.50	
1/17/24	42937	Plus IT, Inc.		312.50
		Los Vaqueros Reservoir Expansion Project - Cost		
1/17/24	INVWA1015	Share per Amendment #5	123,900.00	
1/17/24	INVWA1015	San Luis Delta Mendota Water Authority		123,900.00
1/18/24	093240	Credit for Fire Pump Batteries		155.88
1/18/24	093240	CENCAL Auto & Truck Parts Inc.	155.88	
1/18/24	1-23516	Tires Disposal - Unit #65-06	35.16	
1/18/24	1-23516	Beckley, Inc		35.16
1/18/24	15014510	Filter Element for JD Track Loader	88.53	
1/18/24	15014510	Pape Machinery		88.53
1/18/24	4180609609	DHQ Janitorial Supplies	46.28	
1/18/24	4180609609	Weekly Uniform Service for the week ending 1/18/2024	173.52	
1/18/24	4180609609	Cintas Corporation #922		219.80
		Professional Services regarding Strategic Counseling -		
1/18/24	50771818	Services through December 31, 2023	10,000.00	
1/18/24	50771818	Foley & Lardner LLP		10,000.00
		Unleaded 87 Carb (\$3.159 per gallon) Clear Carb		
1/19/24	0105533	Diesel (\$3.599 per gallon)	1,894.71	
1/19/24	0105533	Ramos Oil Co., Inc.		1,894.71
		Pacific Gas & Electric Charges Account #9158717444-		
1/19/24	01192024	1 - 12/19/23-1/18/24	306.64	
1/19/24	01192024	Pacific Gas & Electric WSSA		306.64
1/19/24	42940	On-site Service - Email Spam 1/19/24	187.50	
1/19/24	42940	Plus IT, Inc.		187.50
1/19/24	EO&M000030224	FY2025 CVP O&M Program 4th Billing	3,358.00	
1/19/24	EO&M000030224	U.S. BANK, NATIONAL ASSOCIATION		3,358.00
1/19/24	WR2024-01	FY 2023-24 Cost Share of Tracy SB GSP MOA	36,039.00	
1/19/24	WR2024-01	Customer No: B000000069		
1/19/24	WR2024-01	San Joaquin County Public Works Dept.		36,039.00
		General Maintenance & Repair Materials - Galvanized		
		Steel Pipe Nipple, Coupling Fitting, Brushing Fitting &		
1/21/24	01212024	Plumbers Tape	17.18	
1/21/24	01212024	Batteries for BSD	18.26	
1/21/24	01212024	Batteries for Office	45.18	
		General Maintenance & Repair Materials - Painter's		
1/21/24	01212024	Tape & Linseed Oil	68.11	
1/21/24	01212024	DHQ Maintenance Supplies - Indoor Fogger	38.84	
1/21/24	01212024	Home Depot Credit Services		187.57
1/21/24	71518673	Utility Services for WSSA	131.29	
1/21/24	71518673	Account #2004100 - 5023784		
1/21/24	71518673	City of Tracy		131.29
		Service on Unit #53-20, Completed Full Service, Mount		
		& Balance New Tires, Wiper Blade Replaced &		
1/22/24	181181	Programmed RKE Key Fob	669.41	
1/22/24	181181	Dornoch Inc.		669.41

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1/22/24	20134-001-57	Engineering and/or Professional Services for the period of 12/1/23 - 12/31/23 - General On Call Engineering Services (Project #20134-001)	8,296.25	
1/22/24	20134-001-57	Engineering and/or Professional Services for the period of 12/1/23 - 12/31/23 - PS4N (Project #20134-002)	75.00	
1/22/24	20134-001-57	Engineering and/or Professional Services for the period of 12/1/23 - 12/31/23 - WSSA CIP (Project #20134-009)	4,140.00	
1/22/24	20134-001-57	Engineering and/or Professional Services for the period of 12/1/23 - 12/31/23 - PS 2 Discharge Pipe Replacement Project (Project #20134-012)	1,630.00	
1/22/24	20134-001-57	Engineering and/or Professional Services for the period of 12/1/23 - 12/31/23 - Development Connection Services & Coordination (Project 20134-015) LPV	107.50	
1/22/24	20134-001-57	Engineering and/or Professional Services for the period of 12/1/23 - 12/31/23 -Development Connection Services & Coordination (Project 20134-015) Toll Brothers	1,911.25	
1/22/24	20134-001-57	Engineering and/or Professional Services for the period of 12/1/23 - 12/31/23 - Development Connection Services & Coordination (Project 20134-015) Red Maple Vil	53.75	
1/22/24	20134-001-57	Hazen & Sawyer		16,213.75
1/22/24	42945	Remote Service - Email Migration 1/22/24	62.50	
1/22/24	42945	Plus IT, Inc.		62.50
1/23/24	10019379499	Extension Pole Handle, Fiberglass Handles, Adapters & White Rags for Shop	610.91	
1/23/24	10019379499	White Cap, L.P.		610.91
1/23/24	2024Dues	Municipal Caucus Dues: 2024	525.00	
1/23/24	2024Dues	National Water Resources Association		525.00
1/23/24	52821	In-Shop Service - Computer will not boot, Diagnostics 1/23/24	187.50	
1/23/24	52821	Plus IT, Inc.		187.50
1/24/24	00196931-00	DOT & Breath Test - Bobby Farmer 1/23/24	100.00	
1/24/24	00196931-00	Co Occupational Medical Partners		100.00
1/24/24	181804	Service on Unit #74-16, Tire Pressure Monitoring System Fault On, Multi-Point Inspection, Replaced Sensors	552.07	
1/24/24	181804	Dornoch Inc.		552.07
1/25/24	210266	Galvanized Nipple, Pipe Sealant & Threaded Ball Valve for BSD	50.86	
1/25/24	210266	Brentwood Ace Hardware		50.86
1/25/24	4181373186	DHQ Janitorial Supplies	49.45	
1/25/24	4181373186	Weekly Uniform Service for the week ending 1/25/2024	167.08	
1/25/24	4181373186	Cintas Corporation #922		216.53
1/25/24	NNPB000030124R	Restoration on WAPA Power for the Month of January 2024	1,030.25	
1/25/24	NNPB000030124R	Western Area Power Administration		1,030.25
1/26/24	0106842	Unleaded 87 Carb (\$3.223 per gallon)	737.91	
1/26/24	0106842	Ramos Oil Co., Inc.		737.91
1/26/24	01262024	Internet Service for the period 2/6/24 - 3/5/24	128.69	
1/26/24	01262024	Account #8155 60 053 0156887		
1/26/24	01262024	Comcast		128.69
1/26/24	108642	Labor & Materials to install Petrovend K800 Hybrid Upgrade	10,840.00	
1/26/24	108642	Hunt Equipment, LLC DBA		10,840.00

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Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/27/24	33777164	Monthly Service Charge for 490 Hoffman Line (Account #412466573) 1/27/2024 - 2/26/2024	127.81	
1/27/24	33777164	Lingo		127.81
1/28/24	10440271 012824	Bottled Water Deliveries on 1/10/24 & 1/24/24	250.85	
1/28/24	10440271 012824	Alhambra Water Service		250.85
1/29/24	01292024	Adobe - Monthly Adobe Subscription	19.99	
1/29/24	01292024	Microsoft Subscription	100.00	
1/29/24	01292024	Central Valley	430.00	
1/29/24	01292024	Chevron - Lobbyist Meeting	9.60	
1/29/24	01292024	Camden Spit & Larder - Lobbyist Meeting	15.88	
1/29/24	01292024	Los Altos - Lobbyist Meeting	29.42	
1/29/24	01292024	Harrah's Lake Tahoe -	131.10	
1/29/24	01292024	Harrah's Casino -	54.58	
1/29/24	01292024	McDonalds (Galt, CA)	6.00	
1/29/24	01292024	Chevron (Galt, CA)	18.88	
1/29/24	01292024	Silver Legacy Hotel - SLDMWA Conference	535.64	
1/29/24	01292024	Amazon - BSD Diary	64.41	
1/29/24	01292024	Jiffy's Truck Rental - GUT01 Hotel for Class A Training	340.00	
1/29/24	01292024	Jiffy's Truck Rental - GUT01 School for Class A Training	3,655.00	
1/29/24	01292024	Amazon - Folders, Disinfectant Wipes & Liquid Gel Pens	62.48	
1/29/24	01292024	Aatrix Software	54.85	
1/29/24	01292024	Sourdough & Co - January 12, 2024 Board Meeting Lunch	144.95	
1/29/24	01292024	Chewy - Cat Food	46.78	
1/29/24	01292024	Belcorp Ag - Notch Blade for JD Tractor	501.61	
1/29/24	01292024	Belcorp Ag - Hydraulic Cylinder for JD Tractor	347.72	
1/29/24	01292024	Amazon - Laptop Shoulder Bag & Mouse for DV Laptop	50.31	
1/29/24	01292024	Amazon - Submersible Electric Pump	399.90	
1/29/24	01292024	Vista Print - GM Business Cards	66.31	
1/29/24	01292024	Amazon - Stream Guage for Water Ops	77.63	
1/29/24	01292024	Amazon - Air Pressure Regulator for PS3	94.44	
1/29/24	01292024	Gempler's - Jet Torch Kit for Burn Wagon for Weed Control	441.77	
1/29/24	01292024	Amazon - iPad Pro & Protector	90.24	
1/29/24	01292024	Hotel for FAR01 for Class A Training	544.23	
1/29/24	01292024	Dell Technologies for H20	1,035.94	
1/29/24	01292024	Dell Technologies for H20	634.84	
1/29/24	01292024	Dell Technologies for H20	1,542.13	
1/29/24	01292024	Dell Technologies for H20	68.50	
1/29/24	01292024	Dell Technologies for H20	326.24	
1/29/24	01292024	Jiffy's Truck Rental - FAR01 Hotel for Class A Training	340.00	
1/29/24	01292024	Jiffy's Truck Rental - FAR01 School for Class A Training	3,655.00	
1/29/24	01292024	AT&T IPAD Pro for H20	144.00	
1/29/24	01292024	Amazon - HDMI Adapter	17.38	
1/29/24	01292024	Amazon - HDMI Adapter	58.43	
1/29/24	01292024	Amazon - Screen Protector & Case for iPad	90.98	
1/29/24	01292024	Amazon - Right Side Mirror Replacement for F-150	27.52	
1/29/24	01292024	Central Valley Community Bank		16,274.68
1/29/24	058158132X240129	Satellite Service for the period 1/28/2024 - 2/27/2024	90.46	
1/29/24	058158132X240129	DIRECTV		90.46
1/29/24	1014373	Calender Year 2024 O&M Cost Estimate; Contract #03- SNR-00559	3,293.00	
1/29/24	1014373	Western Area Power Administration		3,293.00

**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/29/24	6111052	Fire Extinguisher Supplies & Annual Maintenance	2,018.45	
1/29/24	6111052	Jorgensen Company		2,018.45
1/29/24	879889	Welding Cylinders and Supplies	146.14	
1/29/24	879889	California Welding Supply		146.14
1/29/24	January 2024	Janitorial Fee For: 1/5/24, 1/8/24, 1/17/24, 1/22/24, and 1/29/24 Cleaning	1,500.00	
1/29/24	January 2024	Rossana Talavera		1,500.00
1/30/24	0000190147	Holding Tank & Portable Toilet Service, Holding Tank & Portable Rental for Wicklund Cut Renovation/Project	476.41	
1/30/24	0000190147	Knight's Site Services		476.41
1/30/24	01302024	Pacific Gas & Electric Charges Account #4120785230 Irrigation Pump-Walnuts for Service Period 12/21/2023 - 1/22/2024	22.74	
1/30/24	01302024	Pacific Gas & Electric Charges Account #4122301135 Sandhu MP17.59 for Service Period 12/21/2023 - 1/22/2024	47.31	
1/30/24	01302024	Pacific Gas & Electric Charges Account #4120785317 RC Capital MP19.40 for Service Period 12/21/2023 - 1/22/2024	47.31	
1/30/24	01302024	Pacific Gas & Electric Charges Account #4120100230 WO DM C OTL for Service Period 12/21/2023 - 1/22/2024	22.74	
1/30/24	01302024	Pacific Gas & Electric Charges Account #4120785189 Spatafore AT DM C & Lammers Rd for Service Period 12/21/2023 - 1/22/2024	22.74	
1/30/24	01302024	Pacific Gas & Electric Charges Account #4120785354 Tatla MP19.15 Chrisman Road for Service Period 12/21/2023 - 1/22/2024	30.21	
1/30/24	01302024	Pacific Gas & Electric Charges Account #4129023266 Delta Mendota Canal for Service Period 12/21/2023 - 1/22/2024	30.21	
1/30/24	01302024	Pacific Gas & Electric Charges Account #412684479 Pumping Cost for Well on Corral Hollow for Service Period 12/21/2023 - 1/22/2024	1,584.17	
1/30/24	01302024	Pacific Gas & Electric Charges Account #4123236877 Delta Mendota CNL N/S for Service Period 12/21/2023 - 1/22/2024	43.41	
1/30/24	01302024	Pacific Gas & Electric 4120		1,850.84
1/30/24	01302024	Mileage Reimbursement - Go to SJC Recorder's Office to record Quitclaim Deed	29.08	
1/30/24	01302024	Carol Petz		29.08
1/30/24	1755392024	2024 Membership and 2023 Tickets Fees for WSSA	373.12	
1/30/24	1755392024	Underground Service Alert of		373.12
1/30/24	5871224	Tank Rental Plan	90.00	
1/30/24	5871224	Campora Propane Service		90.00
1/30/24	AR15355	Groundwater Support Services for December 2023	302.43	
1/30/24	AR15355	City of Brentwood		302.43
1/30/24	January 2024	Janitorial Fee For: 1/13/24 & 1/27/24 - WSSA	100.00	
1/30/24	January 2024	Laurina Rocha		100.00
1/31/24	01312024	Pacific Gas & Electric Charges Account #7267502832 490 Hoffman Ln for Period: 12/26/2023 - 1/24/2024	248.33	
1/31/24	01312024	Pacific Gas & Electric Charges Account #2085093362 6P N/Marsh Creek Rd for Period: 12/26/2023 - 1/24/2024	52.70	
1/31/24	01312024	Pacific Gas & Electric Charges Account #2085093666 WS Bethany Canal 3P for Period: 12/26/2023 - 1/24/2024	31.72	



**Byron-Bethany Irrigation District**  
**Purchase Journal**  
**For the Period From Jan 1, 2024 to Jan 31, 2024**

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/31/24	01312024	Pacific Gas & Electric Charges Account #2085093230 SIM34 N/S Hwy 4 OPP: 12/26/2023 - 1/24/2024	34.82	
1/31/24	01312024	Pacific Gas & Electric Charges Account #2085093194 W SPRR S Hoffman Ln for Period: 12/26/2023 - 1/24/2024	20.66	
1/31/24	01312024	Pacific Gas & Electric Charges Account #2080801459 2200 Hoffman Ln for Period: 12/26/2023 - 1/24/2024	110.11	
1/31/24	01312024	Pacific Gas & Electric Charges Account #2086930222 2200 Hoffman Ln Pump Station: 12/26/2023 - 1/24/2024	875.67	
1/31/24	01312024	Pacific Gas & Electric Charges Account #2085093357 7777 Bruns Rd for Period: 12/26/2023 - 1/24/2024	143.54	
1/31/24	01312024	Pacific Gas & Electric Charges Account #2084691543 Herdlyn Rd & Byron Rd: 12/26/2023 - 1/24/2024	35.93	
1/31/24	01312024	Pacific Gas & Electric 2085		1,553.48
1/31/24	113084	Audit Fee of the December 31, 2022 Financial Statements	18,600.00	
1/31/24	113084	Pension/OPEB/Depreciation	1,050.00	
1/31/24	113084	Richardson & Company, LLP		19,650.00
1/31/24	194732	Welding Cylinders and Supplies	217.00	
1/31/24	194732	California Welding Supply		217.00
1/31/24	6111577	Various First Aid Parts & Supplies	488.42	
1/31/24	6111577	Jorgensen Company		488.42
1/31/24	82202063	Realquest Geographic Package for Month of: January 2024	363.00	
1/31/24	82202063	CoreLogic Solutions, LLC		363.00
			<b>567,844.29</b>	<b>567,844.29</b>



## RESOLUTION NO. 2024-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF BYRON-BETHANY IRRIGATION  
DISTRICT AUTHORIZING EXECUTION OF AMENDMENT TO GENERAL  
MANAGER EMPLOYMENT AGREEMENT**

**WHEREAS**, the Board of Directors (Board) of Byron-Bethany Irrigation District (the "District") and Edwin Pattison executed an agreement made effective January 1, 2023, titled, "Agreement For Employment of General Manager of Byron-Bethany Irrigation District" (Employment Agreement), setting forth the terms and conditions of Mr. Pattison's employment with the District as General Manager (a copy of the Employment Agreement is attached as Exhibit 1); and BE IT RESOLVED, the Board hereby orders the following rates and charges for 2024:

**WHEREAS**, Paragraph 12 of the Employment Agreement requires the Board to conduct an annual review and evaluation of Mr. Pattison's performance during the preceding year;

**WHEREAS**, during the January 16, 2024, regular meeting of the Board, the Board evaluated Mr. Pattison's performance in 2023 as General Manager, unanimously agreeing that his performance as General Manager is excellent and supporting a salary increase of four (4) percent, and further agreeing that the District and its customers benefit from his service; and

**WHEREAS**, during this same meeting, the Board discussed Mr. Pattison's strategic plan for the District in 2024, noting that the District and its customers have great interest in retaining him as General Manager for many reasons, including implementation of his strategic plan; and

**WHEREAS**, the Board believes that providing Mr. Pattison with a four (4) percent increase to his annual base salary, and a one-time incentive payment of \$15,000 using fiscal year 2024, funds will help retain Mr. Pattison as the District's General Manager, encourage his future excellent service to the District and its customers, and will assist recruitment of high-caliber experienced candidates for other unfilled executive positions, such as Assistant General Manager; and

**WHEREAS**, Paragraph 22 of the Employment Agreement allows the Board and Mr. Pattison to amend the Employment Agreement's terms, provided that the amendment is written and signed by both the Board and Mr. Pattison; and

**WHEREAS**, during the same January regular Board meeting, the Board and Mr. Pattison also discussed modifying the Term in the Employment Agreement to extend the Term to December 31, 2027; and

**WHEREAS**, the Board seeks to memorialize in writing their oral approval of Mr. Pattison's four (4) percent base salary increase, the one-time incentive payment of \$15,000 using fiscal year 2024 funds, and extending the Term of the Employment Contract to December 31, 2027.

**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 reference.
2. The Board finds that the one-time incentive retention and recruitment payment of \$15,000 to Mr. Pattison using fiscal year 2024 funds is not a gift of public funds because it will help retain Mr. Pattison as the District's General Manager, encourage his future excellent service to the District and its customers, and assist recruitment of high-caliber experienced candidates for other unfilled executive positions, all of which are interests of the public, including the District's customers.
3. The Board approves the four (4) percent increase to Mr. Pattison's base salary, and the one-time incentive retention and recruitment payment of \$15,000 to Mr. Pattison using fiscal year 2024 funds. The approved compensation adjusts are separate and independent of the other annual compensation adjusts (e.g., cost of living increase) stated in paragraph 7 of the Employment Contract.
4. The amendment to the Employment Agreement, which is attached hereto as Exhibit 2, is approved.
5. The President and Secretary of the Board are authorized and directed to execute the amendment to the Employment Agreement execution of which provides conclusive proof of the Board's approval.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Board of Directors of Byron-Bethany Irrigation District February 20, 2024 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

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Mr. Charles Tusso, 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 February 20, 2024 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

AGREEMENT FOR EMPLOYMENT OF GENERAL MANAGER OF BYRON  
BETHANY IRRIGATION DISTRICT

THIS AGREEMENT, made January 1, 2023, in Byron, Contra Costa County, State of California, is effective upon execution between BYRON BETHANY IRRIGATION DISTRICT (hereinafter referred to as “BBID”), and Edwin Pattison, evidencing the employment of Mr. Pattison as BBID’s General Manager under the following terms and conditions:

AGREEMENT

The Board of Directors of BBID hereby employ Mr. Pattison as General Manager for the following term and subject to extension as described below.

1. **Term:** The term of this Agreement shall be for three years, commencing on January 1, 2023, and ending on December 31, 2028, subject to extension stated in Paragraph 22 below.
2. **Reporting:** General Manager shall report to the BBID Board of Directors (Board), and carry out and implement the Board’s policies and directives as established by the Board.
3. **Duties and Responsibilities:** General Manager shall be responsible for planning, organizing, and supervising the operations and functions as the Board may from time to time assign to him.
4. **Flexible Work Time:** BBID expects General Manager to provide the requisite hours to fulfill his job duties and responsibilities and complete time-sensitive work, and the Parties acknowledge that such expectation may result in General Manager’s work weeks to exceed 40 hours. General Manager shall not be entitled to additional compensation for time exceeding 40 hours per week. The times by which General Manager is expected to start and end work on a daily

basis is both flexible and based upon his workload and reasonable personal commitments.

5. **Authority Over Subordinate Employees:** General Manager shall perform the appropriate disciplinary action for any district employee under General Manager, in accordance with BBID policies and procedures, applicable MOU, laws, rules, and regulations governing the terms and conditions of employment in effect at the time. General Manager shall administer the annual employee performance review process.

6. **General Manager's Off-Field and Out-of-District Responsibilities:** General Manager shall represent BBID at conferences, conventions, hearings, administrative procedures, and in litigation and settlement conferences, as may be necessary to represent BBID and to protect its interests.

7. **Compensation and Benefits:** BBID shall compensate General Manager for the performance of services provided in this Agreement as follows:

(a) **Salary:** Effective January 1, 2023, BBID shall pay General Manager a base annual salary of \$258,750.00 for the Term (Salary). If this Agreement is extended in accordance with paragraph 22, for each year of additional employment as General Manager, General Manager's Salary will increase by four (4) percent plus the average of the Consumer Price Index for All Urban Consumers and Urban Wage Earners and Clerical Earners (Applicable CPI). In addition, BBID will contribute five percent (5%) of General Manager's base salary to General Manager's Deferred Compensation account.

(b) **Vacation Leave:** General Manager is entitled to four (4) weeks of vacation per calendar year, and in accordance with this Agreement, BBID will seed General Manager a one-time allotment of 160 hours of vacation leave. General Manager may take vacations as reasonably necessary to provide General Manager with adequate opportunity for rest and relaxation from his/her responsibilities, provided, however, that General Manager will take vacations in such a

manner as to ensure there is no disruption in the performance of BBID's operating divisions, including but not limited to water delivery, acquisition, and distribution. Unused accrued vacation leave shall be paid in full at an hourly equivalent to the General Manager upon completion/termination of service.

(c) Holidays: General Manager may observe holidays in accordance with BBID's holiday policy.

(d) Health Insurance: BBID shall provide General Manager, his spouse, and dependent children, health insurance that includes major medical, dental, and vision care consistent with the health insurance provided to other BBID employees.

(e) Life Insurance: BBID shall provide General Manager with a term life insurance policy for General Manager in the amount of \$100,000 for the duration of employment as General Manager. In the event this Agreement is terminated, either before the Term expires or upon expiration of this Agreement, BBID may cancel such life insurance policy.

(f) Employee Assistance Program: BBID will provide General Manager access to an Employee Assistance Program (EAP) that provides confidential counseling services for the General Manager and his covered dependents, subject to the limitations of the EAP plan.

(g) Sick Leave: BBID will provide General Manager with sick leave consistent with that provided other BBID employees, which accrues one (1) day per month not to exceed 288 hours paid at a rate equivalent with General Manager's full hourly rate; any sick leave accrued in excess of 288 hours shall be paid to General Manager at a rate equivalent to 50 percent of his/her hourly rate. For purposes of calculating sick leave under this paragraph, General Manager commenced his employment with BBID on August 1, 2022, and began accruing sick leave commencing on that day.

(i) CalPERS: As a participating agency in the California Employers' Retiree Benefit Trust fund, BBID agrees to make payments to General Manager's CalPERS retirement fund in accordance with the two (2) percent at 62 benefit formula.

(j) Cell Phone Stipend: BBID shall provide General Manager with a \$35 per month cell phone stipend to reimburse him for using his private cell phone for BBID business and executing his duties.

(k) Bereavement Leave and Jury Duty Leave: BBID shall provide General Manager with the same bereavement and jury duty leave as provided to BBID employees generally.

8. **No Overtime, Compensatory Time Off, or Other Compensation**: General Manager shall not be entitled to overtime pay, compensatory time off, or other compensation or reimbursement for hours worked for BBID, no matter when that work is performed, or how much time is required. The Parties expressly understand and agree that the compensation and benefits provided to General Manager in paragraph 7 are the complete and total compensation for the services and duties to be performed by General Manager in carrying out his responsibilities hereunder.

9. **BBID Vehicle**: BBID shall provide to General Manager, at no cost, a BBID vehicle to use to carry out job duties, BBID business, and for limited personal uses.

10. **Delegation of Authority**: General Manager may delegate authority at his discretion, but the responsibilities of General Manager shall be non-delegable with respect to carrying out the directives and policies of the Board.

11. **General Manager's "Outside District" Engagements**: General Manager may undertake speaking engagements, writing, lecturing, or other professional duties and obligations



(Work); provided that such Work: (a) does not conflict with the purpose, operation, and goals of BBID; (b) does not in any way interfere or conflict with General Manager's performance of his duties as provided and set forth in this Agreement. This provision is included herein to recognize that General Manager is in the process of completing Work for other parties under other contracts and, once complete, will transition from his role as a sole proprietor to serve solely as BBID's General Manager.

12. **General Manager's Performance Evaluation:** On a day between January 1 and February 28 of each year that this Agreement is effective, including extensions if executed, the Board shall review and evaluate General Manager's performance. The Parties shall annually develop mutually agreeable performance goals and criteria which the Board shall use in reviewing General Manager's performance in the following year. It shall be General Manager's responsibility to initiate this review process.

13. **Termination Without Cause:** Notwithstanding any other provision of this Agreement, upon one hundred and eighty (180) days' notice, BBID may terminate this Agreement without cause. If the Board terminates this Agreement without cause, BBID shall pay General Manager a severance in the amount of half of his annual salary (i.e., \$129,375.00) and one hundred percent (100%) of the value of six (6) months' worth of both the CalPERS payments and medical benefits payments that will inure under this Agreement.

14. **Business Expenses:** BBID will promptly pay, or reimburse General Manager for, reasonable, fully documented business expenses necessarily incurred by General Manager in the course of his employment. Additionally, General Manager may be required to use his personal credit card for the purchase of goods and services for BBID, and those business expenses, provided they are fully documented and reasonable, shall be promptly reimbursed. Any "points" or mileage

credits associated with General Manager's personal credit card are his personal property.

15. **Termination for Cause:** This Board may terminate this Agreement for cause in the event of any material breach of this Agreement by General Manager; a material breach is the failure to perform the duties and responsibilities of General Manager. Before the Board terminates this Agreement for cause, it must provide General Manager with a written statement of alleged grounds for termination (Notice) and an opportunity to be heard as follows:

(a) **Notice to General Manager of Termination for Cause:** Before acting on terminating this Agreement, during a meeting in closed session, the Board must first make findings regarding the termination for cause supported by a proposed resolution, which both alleges the grounds for the General Manager's termination with cause and so ordering (Proposed Resolution for Termination). The Board must provide General Manager the Proposed Resolution for Termination. Upon receipt of the Proposed Resolution for Termination, the General Manager has fourteen (14) calendar days to request an opportunity to be heard. If the Assistance General Manager does not timely request a hearing on the Proposed Resolution for Termination, the Board shall vote on the Proposed Resolution for Termination at a regular Board meeting, and the Board's action will be final.

(b) **Termination for Cause Hearing:** If General Manager requests a hearing on the Proposed Resolution for Termination, the Board will conduct a hearing at the BBID headquarters at the earliest convenient date for the Board. General Manager may personally appear, with or without counsel and/or any expert witnesses (to the extent applicable to the Proposed Resolution for Termination) and produce evidence and witnesses defending his position that termination for cause is not appropriate. General Manager's termination for cause hearing shall be heard by all seven (7) Directors of the Board, and the Board may use and consult the

services of its counsel to conduct the hearing process, including but not limited to procedural questions, objections to evidence, and other legal issues, and ultimately render a decision on whether to take Board action to present and approve the Proposed Resolution for Termination.

16. **Termination by General Manager:** General Manager may terminate this Agreement at any time, and without cause, by giving written notice to BBID's General Counsel and General Manager, provided such notice states that termination will not occur sooner than sixty (60) days from the date on which BBID receives it. Should General Manager terminate the Agreement under this paragraph, the provisions in paragraph 13 do not apply.

17. **Non-Disparagement of BBID or General Manager Upon Termination:** The General Manager hereby agrees that he will not at any time, directly or indirectly, make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning BBID, or any of BBID's employees, officers, members, advisors, or any Director of the Board. BBID hereby agrees that it shall direct its Board, Directors, and staff to refrain from making any defamatory or disparaging remarks, comments, or statements concerning General Manager to any third parties. This Section does not in any way restrict or impede BBID, its Directors, or General Manager from exercising their individual constitutionally protected rights.

18. **Waiver of Breach of Violation Not Deemed Continuing:** Waiver by either Party of a breach or violation of any term or provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation herein.

19. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations, statements, and understandings of the Parties, whether verbal or written. BBID's

Personnel Policies and Procedures are incorporated herein by this reference; if a conflict between this Agreement and such policies exists or arise, the terms of this Agreement shall control the relationship between BBID and General Manager.

20. **Extension of Agreement:** Within four (4) months of the expiration of this Agreement, the Parties may negotiate the terms of an extension to this Agreement.

21. **Governing Law:** This Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of California.

22. **Amendment:** This Agreement may be amended only by a written instrument duly executed by the Parties.

23. **Severability:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or terms shall nevertheless continue in full force without being impaired or invalidated in any way.

24. **Agreement Is a Personnel Record:** General Manager and BBID understand, acknowledge, and agree that this Agreement is a confidential personnel record which shall, upon execution, be placed in the personnel file of General Manager. Terms of this Agreement shall not become public information except as they relate to the compensation of General Manager, or as required under California's Public Records Act (Govt. Code, §§7920.005, et seq.). To maintain the confidentiality of the terms and provisions of this Agreement, and except as otherwise expressly stated herein or required by law, this Agreement or any of its terms or provisions may only be released by General Manager or a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the January \_\_, 2023.

1  
BYRON BETHANY IRRIGATION DISTRICT

By: \_\_\_\_\_  
Tim Maggiore, President  
Byron Bethany Irrigation District

GENERAL MANAGER

By: \_\_\_\_\_  
Edwin Pattison

**AMENDMENT OF THE AGREEMENT FOR EMPLOYMENT OF GENERAL  
MANAGER OF BYRON BETHANY IRRIGATION DISTRICT**

WHEREAS, on or about January 1, 2023, Edwin Pattison and Byron-Bethany Irrigation District (BBID) (collectively referred to herein as “Parties”) entered into an agreement entitled Agreement for Employment of General Manager of Byron-Bethany Irrigation District (Employment Agreement). A true and correct copy of the Employment Agreement is attached hereto as Exhibit A; and,

WHEREAS, under Paragraph 12 of the Employment Agreement BBID’s Board of Directors are required to conduct an annual review and evaluation of Mr. Pattison’s performance during the preceding year; and,

WHEREAS, during the regular Board of Directors meeting conducted on January 16, 2024, BBID’s Board of Directors determined that Mr. Pattison’s performance of his duties as General Manager is excellent; and,

WHEREAS, Paragraph 22 of the Employment Agreement provides that the Parties can amend the agreement by written amendment signed by the Parties; and,

WHEREAS, during the January 16, 2024, regular meeting the Board of Directors and Mr. Pattison agreed to increase the Term of the Employment Agreement from three (3) to five (5) years and ending on December 31, 2027; and,

WHEREAS, during the January 16, 2024, regular meeting the Board of Directors also agreed to increase Mr. Pattison’s annual base salary by four (4) percent (i.e., \$10,350).

NOW, THEREFORE, the Parties agree to amend the Employment Agreement as follows: Paragraph 1 of the Employment Agreement is amended to read as follows:

**Term:** The term of this Agreement shall be for five years, commencing on January 1, 2023, and ending on December 31, 2027, subject to extension under Paragraph 20 of this Agreement.

Paragraph 7(a) of the Employment Agreement is amended to read as follows:

**Salary:** Effective January 1, 2024, BBID shall pay General Manager a base annual salary of \$269,100 for the Term (Salary). For each year of employment as General Manager, General Manager’s Salary will increase by the average of the California Consumer Price Index for Urban Consumers and Urban Wage Earners and Clerical Earners (Applicable CPI) as defined in Government Code section 3511.1, subsection (b). In addition, BBID will contribute five percent (5%) of General Manager’s Salary to General Manager’s Deferred Compensation account.

Other than the above amendments, the Employment Agreement remains unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of February 2024.

BYRON-BETHANY IRRIGATION DISTRICT

By: \_\_\_\_\_  
Charles Tusso, President

BYRON-BETHANY IRRIGATION DISTRICT

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

AGREEMENT FOR EMPLOYMENT OF GENERAL MANAGER OF BYRON  
BETHANY IRRIGATION DISTRICT

THIS AGREEMENT, made January 1, 2023, in Byron, Contra Costa County, State of California, is effective upon execution between BYRON BETHANY IRRIGATION DISTRICT (hereinafter referred to as “BBID”), and Edwin Pattison, evidencing the employment of Mr. Pattison as BBID’s General Manager under the following terms and conditions:

AGREEMENT

The Board of Directors of BBID hereby employ Mr. Pattison as General Manager for the following term and subject to extension as described below.

1. **Term:** The term of this Agreement shall be for three years, commencing on January 1, 2023, and ending on December 31, 2028, subject to extension stated in Paragraph 22 below.
2. **Reporting:** General Manager shall report to the BBID Board of Directors (Board), and carry out and implement the Board’s policies and directives as established by the Board.
3. **Duties and Responsibilities:** General Manager shall be responsible for planning, organizing, and supervising the operations and functions as the Board may from time to time assign to him.
4. **Flexible Work Time:** BBID expects General Manager to provide the requisite hours to fulfill his job duties and responsibilities and complete time-sensitive work, and the Parties acknowledge that such expectation may result in General Manager’s work weeks to exceed 40 hours. General Manager shall not be entitled to additional compensation for time exceeding 40 hours per week. The times by which General Manager is expected to start and end work on a daily



basis is both flexible and based upon his workload and reasonable personal commitments.

5. **Authority Over Subordinate Employees:** General Manager shall perform the appropriate disciplinary action for any district employee under General Manager, in accordance with BBID policies and procedures, applicable MOU, laws, rules, and regulations governing the terms and conditions of employment in effect at the time. General Manager shall administer the annual employee performance review process.

6. **General Manager's Off-Field and Out-of-District Responsibilities:** General Manager shall represent BBID at conferences, conventions, hearings, administrative procedures, and in litigation and settlement conferences, as may be necessary to represent BBID and to protect its interests.

7. **Compensation and Benefits:** BBID shall compensate General Manager for the performance of services provided in this Agreement as follows:

(a) **Salary:** Effective January 1, 2023, BBID shall pay General Manager a base annual salary of \$258,750.00 for the Term (Salary). If this Agreement is extended in accordance with paragraph 22, for each year of additional employment as General Manager, General Manager's Salary will increase by four (4) percent plus the average of the Consumer Price Index for All Urban Consumers and Urban Wage Earners and Clerical Earners (Applicable CPI). In addition, BBID will contribute five percent (5%) of General Manager's base salary to General Manager's Deferred Compensation account.

(b) **Vacation Leave:** General Manager is entitled to four (4) weeks of vacation per calendar year, and in accordance with this Agreement, BBID will seed General Manager a one-time allotment of 160 hours of vacation leave. General Manager may take vacations as reasonably necessary to provide General Manager with adequate opportunity for rest and relaxation from his/her responsibilities, provided, however, that General Manager will take vacations in such a

manner as to ensure there is no disruption in the performance of BBID's operating divisions, including but not limited to water delivery, acquisition, and distribution. Unused accrued vacation leave shall be paid in full at an hourly equivalent to the General Manager upon completion/termination of service.

(c) Holidays: General Manager may observe holidays in accordance with BBID's holiday policy.

(d) Health Insurance: BBID shall provide General Manager, his spouse, and dependent children, health insurance that includes major medical, dental, and vision care consistent with the health insurance provided to other BBID employees.

(e) Life Insurance: BBID shall provide General Manager with a term life insurance policy for General Manager in the amount of \$100,000 for the duration of employment as General Manager. In the event this Agreement is terminated, either before the Term expires or upon expiration of this Agreement, BBID may cancel such life insurance policy.

(f) Employee Assistance Program: BBID will provide General Manager access to an Employee Assistance Program (EAP) that provides confidential counseling services for the General Manager and his covered dependents, subject to the limitations of the EAP plan.

(g) Sick Leave: BBID will provide General Manager with sick leave consistent with that provided other BBID employees, which accrues one (1) day per month not to exceed 288 hours paid at a rate equivalent with General Manager's full hourly rate; any sick leave accrued in excess of 288 hours shall be paid to General Manager at a rate equivalent to 50 percent of his/her hourly rate. For purposes of calculating sick leave under this paragraph, General Manager commenced his employment with BBID on August 1, 2022, and began accruing sick leave commencing on that day.

(i) CalPERS: As a participating agency in the California Employers' Retiree Benefit Trust fund, BBID agrees to make payments to General Manager's CalPERS retirement fund in accordance with the two (2) percent at 62 benefit formula.

(j) Cell Phone Stipend: BBID shall provide General Manager with a \$35 per month cell phone stipend to reimburse him for using his private cell phone for BBID business and executing his duties.

(k) Bereavement Leave and Jury Duty Leave: BBID shall provide General Manager with the same bereavement and jury duty leave as provided to BBID employees generally.

8. **No Overtime, Compensatory Time Off, or Other Compensation**: General Manager shall not be entitled to overtime pay, compensatory time off, or other compensation or reimbursement for hours worked for BBID, no matter when that work is performed, or how much time is required. The Parties expressly understand and agree that the compensation and benefits provided to General Manager in paragraph 7 are the complete and total compensation for the services and duties to be performed by General Manager in carrying out his responsibilities hereunder.

9. **BBID Vehicle**: BBID shall provide to General Manager, at no cost, a BBID vehicle to use to carry out job duties, BBID business, and for limited personal uses.

10. **Delegation of Authority**: General Manager may delegate authority at his discretion, but the responsibilities of General Manager shall be non-delegable with respect to carrying out the directives and policies of the Board.

11. **General Manager's "Outside District" Engagements**: General Manager may undertake speaking engagements, writing, lecturing, or other professional duties and obligations

(Work); provided that such Work: (a) does not conflict with the purpose, operation, and goals of BBID; (b) does not in any way interfere or conflict with General Manager's performance of his duties as provided and set forth in this Agreement. This provision is included herein to recognize that General Manager is in the process of completing Work for other parties under other contracts and, once complete, will transition from his role as a sole proprietor to serve solely as BBID's General Manager.

12. **General Manager's Performance Evaluation:** On a day between January 1 and February 28 of each year that this Agreement is effective, including extensions if executed, the Board shall review and evaluate General Manager's performance. The Parties shall annually develop mutually agreeable performance goals and criteria which the Board shall use in reviewing General Manager's performance in the following year. It shall be General Manager's responsibility to initiate this review process.

13. **Termination Without Cause:** Notwithstanding any other provision of this Agreement, upon one hundred and eighty (180) days' notice, BBID may terminate this Agreement without cause. If the Board terminates this Agreement without cause, BBID shall pay General Manager a severance in the amount of half of his annual salary (i.e., \$129,375.00) and one hundred percent (100%) of the value of six (6) months' worth of both the CalPERS payments and medical benefits payments that will inure under this Agreement.

14. **Business Expenses:** BBID will promptly pay, or reimburse General Manager for, reasonable, fully documented business expenses necessarily incurred by General Manager in the course of his employment. Additionally, General Manager may be required to use his personal credit card for the purchase of goods and services for BBID, and those business expenses, provided they are fully documented and reasonable, shall be promptly reimbursed. Any "points" or mileage

credits associated with General Manager's personal credit card are his personal property.

15. **Termination for Cause:** This Board may terminate this Agreement for cause in the event of any material breach of this Agreement by General Manager; a material breach is the failure to perform the duties and responsibilities of General Manager. Before the Board terminates this Agreement for cause, it must provide General Manager with a written statement of alleged grounds for termination (Notice) and an opportunity to be heard as follows:

(a) **Notice to General Manager of Termination for Cause:** Before acting on terminating this Agreement, during a meeting in closed session, the Board must first make findings regarding the termination for cause supported by a proposed resolution, which both alleges the grounds for the General Manager's termination with cause and so ordering (Proposed Resolution for Termination). The Board must provide General Manager the Proposed Resolution for Termination. Upon receipt of the Proposed Resolution for Termination, the General Manager has fourteen (14) calendar days to request an opportunity to be heard. If the Assistance General Manager does not timely request a hearing on the Proposed Resolution for Termination, the Board shall vote on the Proposed Resolution for Termination at a regular Board meeting, and the Board's action will be final.

(b) **Termination for Cause Hearing:** If General Manager requests a hearing on the Proposed Resolution for Termination, the Board will conduct a hearing at the BBID headquarters at the earliest convenient date for the Board. General Manager may personally appear, with or without counsel and/or any expert witnesses (to the extent applicable to the Proposed Resolution for Termination) and produce evidence and witnesses defending his position that termination for cause is not appropriate. General Manager's termination for cause hearing shall be heard by all seven (7) Directors of the Board, and the Board may use and consult the

services of its counsel to conduct the hearing process, including but not limited to procedural questions, objections to evidence, and other legal issues, and ultimately render a decision on whether to take Board action to present and approve the Proposed Resolution for Termination.

16. **Termination by General Manager:** General Manager may terminate this Agreement at any time, and without cause, by giving written notice to BBID's General Counsel and General Manager, provided such notice states that termination will not occur sooner than sixty (60) days from the date on which BBID receives it. Should General Manager terminate the Agreement under this paragraph, the provisions in paragraph 13 do not apply.

17. **Non-Disparagement of BBID or General Manager Upon Termination:** The General Manager hereby agrees that he will not at any time, directly or indirectly, make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning BBID, or any of BBID's employees, officers, members, advisors, or any Director of the Board. BBID hereby agrees that it shall direct its Board, Directors, and staff to refrain from making any defamatory or disparaging remarks, comments, or statements concerning General Manager to any third parties. This Section does not in any way restrict or impede BBID, its Directors, or General Manager from exercising their individual constitutionally protected rights.

18. **Waiver of Breach of Violation Not Deemed Continuing:** Waiver by either Party of a breach or violation of any term or provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation herein.

19. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations, statements, and understandings of the Parties, whether verbal or written. BBID's

Personnel Policies and Procedures are incorporated herein by this reference; if a conflict between this Agreement and such policies exists or arise, the terms of this Agreement shall control the relationship between BBID and General Manager.

20. **Extension of Agreement:** Within four (4) months of the expiration of this Agreement, the Parties may negotiate the terms of an extension to this Agreement.

21. **Governing Law:** This Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of California.

22. **Amendment:** This Agreement may be amended only by a written instrument duly executed by the Parties.

23. **Severability:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or terms shall nevertheless continue in full force without being impaired or invalidated in any way.

24. **Agreement Is a Personnel Record:** General Manager and BBID understand, acknowledge, and agree that this Agreement is a confidential personnel record which shall, upon execution, be placed in the personnel file of General Manager. Terms of this Agreement shall not become public information except as they relate to the compensation of General Manager, or as required under California's Public Records Act (Govt. Code, §§7920.005, et seq.). To maintain the confidentiality of the terms and provisions of this Agreement, and except as otherwise expressly stated herein or required by law, this Agreement or any of its terms or provisions may only be released by General Manager or a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the January \_\_\_, 2023.

BYRON BETHANY IRRIGATION DISTRICT

By: \_\_\_\_\_  
Tim Maggiore, President  
Byron Bethany Irrigation District

GENERAL MANAGER

By: \_\_\_\_\_  
Edwin Pattison





# **BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT**

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON, GENERAL MANAGER

DATE: FEBRUARY 20, 2023

SUBJECT: AGREEMENT AMONG THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA, THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION AND THE BYRON BETHANY IRRIGATION DISTRICT (MUSCO FAMILY OLIVE COMPANY), USBR Contract Number 24-WC-20-6239; SWP #24-3xx

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## **RECOMMENDATION**

Staff recommends the Board of Directors authorizing the General Manager to execute the agreement between the California Department of Water Resources (DWR) and the United States Bureau of Reclamation (USBR) and the Byron Bethany Irrigation District (BBID or District).

## **DISCUSSION**

Among its various water rights, BBID is also a Central Valley Project (CVP) Contractor that serves Agricultural and Municipal & Industrial (M&I) CVP water to customers along the federal Delta Mendota Canal (DMC) whose service area extends from about I-580 and 205, adjacent to Prologis, south to Highway 132. Musco Family Olive Company (Musco) is a BBID CVP customer, however its diversion pump station is located along the DWR State Water Project (SWP) canal. As a result, Musco has been diverting its CVP water supply from the SWP and has been doing so under an earlier agreement that dates back to 2003, long since expired. As a result, DWR and the USBR are requesting the new agreement to set forth current terms and conditions to support Musco water deliveries that result from the DMC to SWP water exchange, a monthly water accounting exercise between the three agencies, DWR, USBR, and BBID.

## **BACKGROUND**

The USBR owns and the San Luis & Delta-Mendota Water Authority (SLDMWA) operate and maintains the DMC. Each year beginning about the third week of February, the USBR issues the first of a series of water year allocations that determine the volume of available CVP water to meet agricultural and M&I water deliveries for that federal water year, March 1 to the end of month February the following year. Musco is a BBID CVP water customer, however since Musco diverts water from the SWP, BBID submits the Musco estimated monthly water deliveries to the SLDMWA (USBR CVP) and DWR SWP to account for the water exchange between the CVP and the SWP. CVP water rates vary each year depending on water availability associated with the water year type.

## **FISCAL IMPACT**

All costs associated with the development of the new agreement and the annual water deliveries are born by Musco, therefore no fiscal impact to BBID.

## **ATTACHMENTS**

Agreement Among DWR, USBR, and BBID (Musco)

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

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AGREEMENT AMONG  
THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA,  
THE UNITED STATES DEPARTMENT  
OF THE INTERIOR BUREAU OF RECLAMATION  
AND  
THE BYRON BETHANY IRRIGATION DISTRICT

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THIS AGREEMENT is made on \_\_\_\_\_ pursuant to the provisions of the California Water Resources Development Bond Act and other applicable laws of the State of California, and the Reclamation Act of June 17, 1902 (32 Stat. 388), as amended, and supplemented, Section 14 of the Reclamation Project Act of 1939 (53 Stat. 1187), and Section 305 of the Reclamation States Emergency Drought Relief Act of 1991 enacted March 5, 1992 (106 Stat. 59), as amended, and pursuant to the California Central Valley Project Act [Part 3, Division 6 (commencing at Section 11100) of the California Water Code], the California Water Resources Development Bond Act [Chapter 8, Part 6, Division 6 (commencing at Section 12930) of the California Water Code]. The Agreement is among the Department of Water Resources of the State of California, herein referred to as "DWR," the United States Department of the Interior Bureau of Reclamation, herein referred to as "Reclamation," and Byron Bethany Irrigation District herein referred to as "Byron Bethany." DWR, Reclamation, and Byron Bethany may be referred to herein individually as "Party," or collectively as "Parties."

## RECITALS

- A. Byron Bethany is a Central Valley Project (CVP) Contractor whose service area is in Contra Costa, Alameda, and San Joaquin Counties, north of the O'Neill Forebay. Byron Bethany has a contract with Reclamation for CVP water supply (CVP Water), contract number 14-06-200-785-LTR1-P, effective November 1, 2020, which shall continue as long as Byron Bethany pays the applicable Rates and Charges under the contract, herein referred to as "LTR1-P Contract."
- B. Musco Family Olive Company (Musco), in Byron Bethany's service area in San Joaquin County, has a water supply contract with Byron Bethany for up to 800 acre-feet of CVP Water. Musco does not have a physical connection to the CVP system and is unable to directly receive CVP Water from either Byron Bethany or Reclamation.
- C. Reclamation has requested that DWR deliver State Water Project (SWP) water supplies (SWP Water) to Byron Bethany through the California Aqueduct turnout in Reach 2A in exchange for Reclamation making available an equivalent amount of CVP Water to DWR at O'Neill Forebay.
- D. Previous agreements between the Parties relied on a combination of DWR conveying CVP Water and SWP Water from Banks Pumping Plant to Musco in exchange for Reclamation making available an equal amount of CVP Water at O'Neill Forebay. These agreements were implemented on an annual basis and covered the conveyance charges associated with the delivery of CVP water through the SWP facilities. Since 2004, the Parties have been working on developing a long-term agreement to facilitate the delivery of water to Musco
- E. In practice, the exchange was the sole method used to deliver water to Musco. This Agreement eliminates the unused practice of DWR delivering CVP Water directly to Musco. There is no increase in total SWP or CVP diversions due to the exchange under this Agreement.
- F. The State Water Resources Control Board (SWRCB), on December 30, 2020, approved a petition for a long-term consolidation of the SWP and CVP places of use allowing the water exchange under this Agreement through December 30, 2035.
- G. DWR, as the lead agency under the California Environmental Quality Act (CEQA), adopted a Negative Declaration (ND) titled, "North of O'Neill Forebay Long-Term Exchanges Between California Department of Water Resources and the United States Bureau of Reclamation," and filed a Notice of Determination with the State Clearinghouse on March 18, 2020 (SCH#2020019024). The proposed exchange of SWP Water for CVP Water is included in this CEQA document. The ND indicated that the proposed long-term exchange does not have a significant environmental impact and that mitigation measures are not required.

- H. Reclamation, as a facilitator of the exchange for Byron Bethany, completed an Environmental Assessment Number EA-15-009 under the National Environmental Policy Act (NEPA), resulting in Finding of No Significant Impact, dated May 2015, for a project period ending in 2030, and an Environmental Assessment Number EA-2022-022, resulting in Finding of No Significant Impact, dated April 2022, for a five-year extension of the project period until 2035.

### **AGREEMENT**

DWR approves the annual exchange of up to 800 acre-feet of CVP Water with SWP Water, subject to the following terms and conditions:

#### **TERM**

1. This Agreement shall become effective upon execution by all Parties and shall terminate on February 28, 2035, or upon final payment to DWR by Byron Bethany of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR, Reclamation, or Byron Bethany within the applicable statute of limitations is finally resolved, whichever occurs later.

#### **UNIQUENESS OF AGREEMENT**

2. DWR's approval for the exchange of SWP Water with CVP Water under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

#### **APPROVALS**

3. The conveyance of water under this Agreement shall be contingent upon, and subject to, Reclamation's and SWRCB's written approvals, and any other necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. This Agreement shall terminate immediately if Reclamation or SWRCB refuses to grant any necessary approval for the delivery, or if Reclamation or SWRCB imposes any delivery conditions unacceptable to DWR. If such termination is required, all outstanding costs attributable to this Agreement are due within 30 days. Byron Bethany shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permit, or order.
4. Any water delivered under this Agreement is subject to and must comply with Byron Bethany's LTR1-P Contract. Reclamation shall furnish to DWR copies of all approvals and agreements required for the exchange of CVP Water and SWP Water under this Agreement.

5. Water delivery under this Agreement shall cease immediately if DWR determines that Byron Bethany or Reclamation has failed to comply with any of the terms and conditions of this Agreement.
6. If DWR ceases any delivery under this Agreement due to Byron Bethany's or Reclamation's non-compliance with this Agreement, Byron Bethany and Reclamation shall cooperate with DWR as needed to remedy non-compliance before DWR resumes delivery of water under this Agreement. If compliance is not resolved, any outstanding CVP Water quantities Reclamation owes shall be delivered to DWR in accordance with Paragraphs 7 through 9.

#### **WATER DELIVERY**

7. Through February 28, 2035, DWR will deliver up to 800 acre-feet of SWP Water to Byron Bethany for Musco through Musco's turnout in Reach 2A of the California Aqueduct, based on a schedule submitted by Reclamation under Paragraphs 10 through 14 of this Agreement.
8. After DWR delivers SWP Water to Byron Bethany, Reclamation will deliver an equivalent quantity of CVP Water to DWR at O'Neill Forebay within 60 days after the end of the month in which the water was delivered to Byron Bethany. DWR may terminate this Agreement if Reclamation does not deliver an equivalent amount of CVP Water as required by this paragraph.
9. Consistent with Reclamation's water accounting process and in compliance with Byron Bethany's LTR1-P Contract, the Parties herein agree that after Reclamation delivers to DWR at O'Neill Forebay the total quantity of CVP Water owed under this Agreement, no Party shall make additional adjustments to the CVP Water quantity unless approved in advance and in writing by Reclamation on a case-by-case basis and dependent upon Byron Bethany's compliance with pay provisions in the LTR1-P Contract.

#### **WATER DELIVERY SCHEDULES**

10. The delivery of SWP Water to Byron Bethany under this Agreement shall be in accordance with a schedule approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times and locations when such delivery would adversely impact SWP operations or facilities, or other SWP contractors.
11. In coordination with Byron Bethany, Reclamation shall be responsible for scheduling with DWR the delivery of SWP water under this Agreement to Reach 2A of the California Aqueduct. Reclamation will be responsible for coordinating with DWR to determine the times and availability for delivery of CVP Water to DWR at O'Neill Forebay.

12. Reclamation and Byron Bethany shall coordinate and agree in writing on an annual water delivery schedule showing monthly water deliveries under this Agreement. Reclamation will submit the agreed upon delivery schedule to DWR annually at SWP-SWDS@water.ca.gov. DWR and Reclamation shall coordinate on the annual schedule before DWR delivers any water to Reach 2A under this Agreement.
13. Subsequently, Reclamation shall submit monthly water delivery schedules and revised schedules, if any, for approval to DWR's SWP Administration and Integration Office, Water Deliveries Reporting Unit, indicating timing and point of delivery requested under this Agreement with reference to SWP #22-302. Monthly schedules shall be sent by electronic mail to [SWPDeliveries@water.ca.gov](mailto:SWPDeliveries@water.ca.gov).
14. Reclamation, in coordination with Byron Bethany, shall submit weekly water delivery schedules, which shall also be concurrently sent by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday, to the following:
  - a. Water Operations Scheduling Section  
[Water\\_deliv\\_sched@water.ca.gov](mailto:Water_deliv_sched@water.ca.gov)  
Attention: Manager, Water Operations Scheduling Section
  - b. Power Management and Optimization Section  
[POCOptimization@water.ca.gov](mailto:POCOptimization@water.ca.gov)  
Attention: Manager, Power Management and Optimization Section
  - c. Day-Ahead Scheduling Unit  
[Presched@water.ca.gov](mailto:Presched@water.ca.gov)  
Attention: Manager, Day-Ahead Scheduling Unit
  - d. Water Classification, Reconciliation and Reporting Section  
[OCO\\_car\\_reprt@water.ca.gov](mailto:OCO_car_reprt@water.ca.gov)  
Attention: Manager, Operations Reporting Unit
  - e. Water Operations Section  
Fax (209) 833-2131  
Attention: Manager, Water Operations Section

## **WATER DELIVERY RECORDS**

15. DWR and Reclamation will coordinate and maintain records accounting for the delivery of SWP Water to Byron Bethany and for the delivery of an equivalent amount of CVP Water to DWR at O'Neill Forebay under this Agreement. Accounting coordination for the delivery of CVP Water to DWR shall occur within 60 days after the end of the month in which the water was delivered to Byron

Bethany. No additional adjustments to delivery quantities may occur after 60 days without Reclamation's and DWR's advance written approval.

#### **NO IMPACT**

16. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. Byron Bethany shall be responsible, as determined by DWR, for any adverse impacts that may result from the delivery of water under this Agreement.
17. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to any CVP approved water allocations, water deliveries, or CVP operations or facilities. Byron Bethany shall be responsible, as determined by Reclamation, for any adverse impacts that may result from the exchange of water under this Agreement.

#### **CHARGES**

18. Upon execution of this Agreement, Byron Bethany shall pay to DWR an agreement preparation fee of \$18,000.00 to compensate for DWR staff time to prepare this agreement, including the associated environmental documentation and consolidated place of use petition.
19. DWR is responsible for the transportation cost associated with the delivery of SWP Water and any additional water needed to account for conveyance losses to Reach 2A of the California Aqueduct.
20. Consistent with Byron Bethany's LTR1-P Contract, Reclamation is responsible for the delivery of Byron Bethany's CVP Water. As such, Reclamation is responsible for the transportation cost associated with the delivery of CVP Water to O'Neill Forebay and any additional water needed to account for conveyance losses to O'Neill Forebay. Water delivery costs will include, as applicable but not limited to, pumping, power, and conveyance charges.

#### **LIABILITY**

21. DWR is not responsible for the use, effects, or disposal of water under this Agreement once DWR delivers the water to the designated turnout(s). Responsibility shifts from DWR to Byron Bethany once DWR delivers the water to the designated turnout(s). Reclamation shall be responsible for delivering CVP Water to DWR for exchange at O'Neill Forebay. Byron Bethany's responsibility for CVP Water delivered shall be consistent with Byron Bethany's LTR1-P Contract.



22. Byron Bethany agrees to defend and hold DWR and Reclamation, their officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR and Reclamation, their officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR and Reclamation, their officers, employees, and agents, incur as a result of DWR or Reclamation approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR or Reclamation, their officers, employees and agents.
23. Reclamation and DWR mutually agree to hold each other, and their respective officers, agents, and employees harmless from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind for injury to or death of a person or for loss of or damage to any property, resulting from any negligent act or omission of any employee of Reclamation and DWR in the course of their employment related to the activities under this Agreement.
24. If uncontrollable forces preclude DWR from delivering water to Reach 2A under this Agreement, either partially or completely, then DWR is relieved from its obligation to deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters.
25. If uncontrollable forces preclude Reclamation from returning the water to DWR under this Agreement, either partially or completely, within 60 days after the month the water was delivered to Byron Bethany, then Reclamation is temporarily relieved from its obligation to deliver the water to the extent that Reclamation is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. Reclamation shall return the water to DWR as soon as reasonably practicable after the uncontrollable forces cease to impact Reclamation's delivery obligations.

## **DISPUTE RESOLUTION**

26. In the event of a dispute regarding interpretation or implementation of this Agreement, the Director of DWR, Regional Director of Reclamation and the General Manager of Byron Bethany, or their authorized representatives shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute is unresolved, any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

#### **ASSIGNMENT OF AGREEMENT**

27. Without the prior written consent of DWR and Reclamation, this Agreement is not assignable by Byron Bethany in whole or in part.

#### **PARAGRAPH HEADINGS**

28. The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

#### **OPINIONS AND DETERMINATION**

29. Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review or determination of any Party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

#### **MODIFICATION OF AGREEMENT**

30. No modification of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

#### **NO MODIFICATION OF BYRON BETHANY'S LTR1-P CONTRACT**

31. This Agreement shall not be interpreted to modify the terms or conditions of Byron Bethany's LTR1-P Contract. Unless expressly provided herein, the terms and conditions of Byron Bethany's LTR1-P Contract and any future amendments apply to this Agreement.

#### **SIGNATURE CLAUSE**

32. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing Byron Bethany or Reclamation to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

#### **EXECUTION**

33. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
34. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form and  
Sufficiency

STATE OF CALIFORNIA  
DEPARTMENT OF WATER  
RESOURCES

\_\_\_\_\_  
General Counsel  
Department of Water Resources

\_\_\_\_\_  
Ted Craddock  
Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DEPARTMENT OF THE INTERIOR  
U.S. BUREAU OF RECLAMATION

BYRON BETHANY  
IRRIGATION DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON, GENERAL MANAGER

DATE: FEBRUARY 20, 2024

SUBJECT: 2024 CALENDAR YEAR OPERATING AND CAPITAL BUDGET

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## **RECOMMENDATION**

Staff recommends the Board of Directors to consider authorizing the resolution approving the Calendar Year 2024 Operating and Capital Budget.

## **DISCUSSION**

Adoption of the budget is a key action taken by the Board of Directors and provides the necessary basis to pursue the Byron-Bethany Irrigation District's (BBID or District) Vision, Mission, and Goals. The budget is the District's financial work plan translated in expenditures and supported by revenues. It establishes the District's policy direction for the near-term, and to the extent the decisions have continuing implications, it also establishes long-term direction.

## **BACKGROUND**

BBID is a public (governmental) agency formed under the California Irrigation District Act with legal powers necessary to carry out its many legal functions, one of which is to draft budgets to allocate scarce funds to carry out its mission, vision, and goals. The attached draft budget organizes District functions in a typical public sector format that includes detailed schedules showing various components of the District's budget and financial data to provide in-depth information and transparency about how the District expends its funds. Revenue and expenditure schedules are followed by descriptions that define the revenue or expenditure type. The budget summary schedule displays the entire District

budget at-a-glance. Individual departmental operating budgets break down expenditure categories to functional area and include a personnel summary defining the departments.

### **FISCAL IMPACT**

The Calendar Year budget reflects a balanced budget with a Total District Operations Budget of \$10,173,011 and a Total Capital Outlay of \$3,182,846 for a total 2023 Budget Expenditure of \$13,355,857. Total Estimated Revenue is \$13,645,217 with a Total Budget Balance of \$289,360.

### **ATTACHMENTS**

Calendar Year 2024 Operating and Capital Budget

Resolution Adopting Budget for Calendar Year 2024

Resolution Establishing Consumptive Based Water Rates and Operation & Maintenance Charges for 2024



Byron Bethany Irrigation District  
PROPOSED 2024 BUDGET

<b>SALARIES &amp; WAGES</b>	<b>2023 Approved</b>	<b>Un-Audited 12/31/2023</b>	<b>2024 Proposed</b>
Operations & Maintenance	2,512,920	1,769,673	2,578,714
Administration	1,135,836	751,247	1,109,972
<b>TOTAL SALARIES &amp; WAGES</b>	<b>3,648,756</b>	<b>2,520,919</b>	<b>3,688,686</b>
<b>EXPENDITURES</b>			
Source of Supply	125,002	102,625	126,000
Pumping/Supplemental Water	1,389,500	908,597	1,307,500
Operations, Engineering & Maintenance	1,060,426	1,085,697	1,298,300
General and Administrative	1,816,469	2,465,590	3,752,525
<b>TOTAL EXPENDITURES</b>	<b>4,391,398</b>	<b>4,562,510</b>	<b>6,484,325</b>
<b>TOTAL DISTRICT OPERATIONS</b>	<b>8,040,154</b>	<b>7,083,429</b>	<b>10,173,011</b>
<b>CAPITAL OUTLAY/DEBT SERVICE</b>			
BBJPA Series 2017 (P&I)	268,469	268,469	266,853
BBJPA Series 2018 (P&I)	427,466	426,300	427,686
BBPFA Series 2021 (P&I)	488,299	488,295	488,307
Capital Outlay Expenditures	1,000,000	1,231,401	2,000,000
<b>TOTAL CAPITAL OUTLAY</b>	<b>2,184,234</b>	<b>2,414,466</b>	<b>3,182,845</b>
<b>TOTAL BUDGET EXPENDITURES</b>	<b>10,224,388</b>	<b>9,497,895</b>	<b>13,355,856</b>
<b>ESTIMATED REVENUE</b>			
Property Tax Revenue	5,790,000	6,324,383	6,338,000
BBSA Water Sales	1,077,000	769,189	885,176
Mountain House CSD (RWSA1)	850,000	891,827	1,072,575
Tracy Hills (RWSA2)	100,000	331,769	316,414
WSSA Water Sales	1,000,000	851,264	906,715
Standby BBSA & WSSA	222,473	222,064	222,639
CVPSA Standby	216,532	216,654	217,468
Drainage Agreements	55,305	55,305	56,305
CVPSA Water Sales	407,000	924,774	839,645
Out of District Water Sales	0	1,201,850	
Construction Water	20,000	16,677	20,000
Interest Earnings	290,000	706,766	800,000
Accounts Receivables	196,110	510,573	1,970,280
<b>TOTAL ESTIMATED REVENUE</b>	<b>10,224,420</b>	<b>13,023,095</b>	<b>13,645,217</b>
<b>TOTAL BUDGET BALANCE +/-</b>	<b>\$ 32</b>	<b>\$ 3,525,200</b>	<b>\$ 289,360</b>



Byron-Bethany Irrigation District  
PROPOSED 2024 BUDGET

SALARIES General & Administration		2023 Approved	Un-Audited 12/31/2023	2024 Proposed
6000	General Manager	\$ 258,750	\$ 240,620	\$ 293,156
6011	Senior Administrative Analyst	\$ 108,925		\$ 108,925
6002	Administration Support	\$ 251,805	\$ 180,805	\$ 273,208
6003	Admin Part Time	\$ 4,500	\$ 1,838	\$ 2,000
6005	Admin Other Compensation	\$ 51,177	\$ 61,522	\$ 110,827
6006	Health Insurance	\$ 83,978	\$ 59,788	\$ 88,083
6007	Dental Insurance	\$ 1,872	\$ 1,588	\$ 1,970
6008	Vision Insurance	\$ 1,114	\$ 909	\$ 1,114
6009	Retirement (PERS)	\$ 300,000	\$ 149,685	\$ 149,863
6010	Worker's Comp	\$ 5,000	\$ 3,315	\$ 5,000
6012	Admin Overtime	\$ -	\$ 210	\$ -
6014	Social Security	\$ 38,538	\$ 23,818	\$ 42,045
6015	Medicare	\$ 9,013	\$ 7,125	\$ 9,833
6016	Life Insurance	\$ 2,178	\$ 1,283	\$ 1,730
6017	Longevity	\$ 2,100	\$ 2,220	\$ 2,340
6018	Incentive Pay - Pesticide License.	\$ -	\$ 260	\$ 520
6025	Employee Relations (Admin)	\$ 400	\$ 214	\$ 500
6030	State Unemployment Insurance	\$ 2,500	\$ 2,120	\$ 3,000
6040	FUTA Tax	\$ 900	\$ 848	\$ 1,000
6236	Pension Fund - 457b	\$ 12,938	\$ 12,938	\$ 14,658
6240	State Employee. Training Tax	\$ 150	\$ 141	\$ 200
TOTAL SALARIES/BENEFITS		\$ 1,135,836	\$ 751,247	\$ 1,109,972

		2023 Approved	Un-Audited 12/31/2023	2024 Proposed
6100	Office Supplies	\$ 7,000	\$ 4,687	\$ 7,000
4330	Bond Continuing Compliance	\$ 5,850	\$ 16,150	\$ 15,000
6101	Payroll Services	\$ 7,000	\$ 6,347	\$ 7,500
6106	Postage	\$ 2,000	\$ 1,238	\$ 1,800
6108	Printing, Forms, Maps	\$ 3,000	\$ -	\$ 2,500
6110	Notary Commission	\$ 29	\$ 29	\$ -
6112	Printing (Legal)	\$ 800	\$ -	\$ 800
6116	Telephone	\$ 21,000	\$ 20,904	\$ 15,000
6120	Bank Fees	\$ 1,000	\$ 100	\$ 300
6121	Trustee Fees	\$ 1,500	\$ -	\$ -
6230	Employee Assist Program-Dir	\$ 208	\$ 176	\$ 179
6230A	Employee Assist Program-Admin	\$ 179	\$ 3,062	\$ 149
6231	Cyber Liability Program	\$ 2,500	\$ 2,092	\$ 1,870
6232	Admin Liability Insurance	\$ 16,951	\$ 20,103	\$ 31,810
6233	Property Insurance	\$ 60,000	\$ 60,941	\$ 67,000
6234	Office Equip./Lease	\$ 12,500	\$ 11,145	\$ 12,500
6238	Retiree's Health Insurance	\$ 115,000	\$ 105,311	\$ 99,774
6302	Directors Expense	\$ 23,000	\$ 22,813	\$ 23,400
6303	Directors Benefits	\$ 114,252	\$ 103,114	\$ 117,544
6304	District Official's Expense	\$ 20,000	\$ 22,804	\$ 30,000
6310	Legal Services	\$ 800,000	\$ 1,620,763	\$ 2,679,000

Byron-Bethany Irrigation District  
PROPOSED 2024 BUDGET

6310A Legal Services (CVPSA)	\$	200,000	\$	65,275	\$	76,000
6312 Auditing	\$	45,000	\$	22,200	\$	46,000
6313 Actuarial Expense - OPEB	\$	8,800	\$	6,300	\$	8,500
6314 Election Expense	\$	1,000	\$	519	\$	1,000
6315 Record Retention Program	\$	250	\$	-	\$	250
6328 Rental Unit	\$	2,000	\$	1,386	\$	2,000
6330 Permits Dues & Subscriptions	\$	65,000	\$	46,565	\$	55,000
6330A Permits Dues & Subs WSSA	\$	4,000	\$	3,865	\$	4,200
6331 Admin Cont. Education	\$	500	\$	-	\$	10,000
6332 Recording Fees	\$	250	\$	-	\$	250
6333 Interest Expense	\$	216,234	\$	215,065	\$	193,845
6340 Hardware/Software/License Fees	\$	25,000	\$	33,441	\$	110,000
6340A Hardware/Software WSSA	\$	1,000	\$	2,629	\$	2,000
6342 Public Outreach	\$	60,000	\$	71,269	\$	78,800
6343 Website	\$	25,400	\$	25,200	\$	25,400
6345 State/Federal Representation	\$	150,000	\$	157,163	\$	215,000
6350 Human Resources Consulting	\$	10,000	\$	8,000	\$	5,000
Sub-Total G & A	\$	1,816,469	\$	2,465,590	\$	3,752,525
<b>TOTAL G &amp; A BUDGET</b>	<b>\$</b>	<b>2,952,304</b>	<b>\$</b>	<b>3,216,837</b>	<b>\$</b>	<b>4,862,497</b>



Byron Bethany Irrigation District  
PROPOSED 2024 BUDGET

OPERATIONS & MAINTENANCE		2023 Approved	Un-Audited 12/31/2023	2024 Proposed
SOURCE OF SUPPLY				
4311 Transformer/Transmission Lines/Poles Mainl	\$	25,000	\$ -	\$ 25,000
4315 SLDMWA Membership Assessment	\$	60,000	\$ 21,809	\$ 55,000
4316 Engineering/Electrical	\$	3,000	\$ 5,709	\$ 6,000
4317 SWRCB Fees	\$	37,002	\$ 75,107	\$ 40,000
<b>TOTAL SOURCE OF SUPPLY</b>	<b>\$</b>	<b>125,002</b>	<b>\$ 102,625</b>	<b>\$ 126,000</b>

PUMPING/SUPPLEMENTAL WATER		2023 Approved	Un-Audited 12/31/2023	2024 Proposed
4007A BOR AG	\$	-	\$ 339,711	\$ 340,000
4008A BOR M/I	\$	-	\$ 48,867	\$ 49,000
4009A CVPSA Restoration (M&I)	\$	-	\$ 50,934	\$ 51,000
4010A CVPSA Restoration (Ag)	\$	-	\$ 84,729	\$ 85,000
4011A SLDMWA O&M	\$	-	\$ 95,085	\$ 96,000
4011B SLDMWA OM WSSA	\$	-	\$ (4,329)	\$ 4,000
4017A USBR Trinity PUD Assess REIMB	\$	-	\$ 1,421	\$ 1,500
4319 Supplemental Water Purchase	\$	100,000	\$ 50,000	\$ 50,000
4319A Recycled Water Purchase WSSA	\$	50,000	\$ -	\$ 25,000
4320 Pump Maintenance	\$	20,000	\$ 48,094	\$ 60,000
4321 Pump/Motor Lube	\$	1,500	\$ -	\$ 1,500
4322 SCADA/Telemetry-Auto Control	\$	100,000	\$ 64,441	\$ 120,000
4323 Motor Maintenance	\$	23,000	\$ -	\$ 20,000
4324 PWRPA Power	\$	460,000	\$ 353,123	\$ 450,000
4325 PG&E Power	\$	265,000	\$ 194,209	\$ 276,000
4326 Emergency Generators	\$	25,000	\$ 21,971	\$ 25,000
4328 WAPA Power	\$	320,000	\$ 164,822	\$ 250,000
4328A WAPA Restoration	\$	25,000	\$ 11,937	\$ 30,000
<b>TOTAL PUMPING/SUPPLEMENTAL WATER</b>	<b>\$</b>	<b>1,389,500</b>	<b>\$ 908,597</b>	<b>\$ 1,307,500</b>

OPERATIONS & MAINTENANCE		2023 Approved	Un-Audited 12/31/2023	2024 Proposed
4232 O & M Liability Insurance	\$	25,226	\$ 30,155	\$ 48,000
4369 Canal Maintenance	\$	15,000	\$ 32,723	\$ 35,000
4370 Station Maintenance	\$	20,000	\$ 13,787	\$ 21,000
4371 Laterals/Structures/Pipeline Maintenance	\$	15,000	\$ 1,071	\$ 10,000
4372 Materials/Hardware/Fasteners	\$	20,000	\$ 45,728	\$ 20,000
4373 Sub Laterals/Pipeline	\$	12,000	\$ 7,527	\$ 15,000
4374 Canal Gate Maint.	\$	15,000	\$ 10,419	\$ 14,000
4375 Surface Drains	\$	10,000	\$ -	\$ 5,000
4376 Tile Drains	\$	5,000	\$ -	\$ 2,500
4377 Canal Crossings	\$	2,000	\$ -	\$ 2,000
4379 Communications	\$	25,000	\$ 24,977	\$ 27,000
4380 Small Tools & Equipment	\$	10,000	\$ 1,585	\$ 10,000
4381 Building Maintenance	\$	10,000	\$ 47,179	\$ 41,500
4381B Landscaping/Repairs Maintenance	\$	18,000	\$ 17,657	\$ 21,300
6114A WSSA Utilities	\$	4,500	\$ 3,464	\$ 4,500

Byron Bethany Irrigation District  
PROPOSED 2024 BUDGET

4381C Fire System	\$	9,000	\$	4,122	\$	9,000
4381D Alarm System	\$	6,500	\$	5,914	\$	7,000
4381E HVAC	\$	5,000	\$	4,287	\$	5,500
4381F Janitorial Service & Supplies	\$	20,000	\$	21,123	\$	22,300
4381H Pest Management	\$	1,800	\$	1,392	\$	1,700
4382 Uniforms	\$	8,500	\$	10,656	\$	11,200
4383 Shop Supplies	\$	6,500	\$	10,174	\$	16,500
4383A Welding Shop & Supplies	\$	5,000	\$	4,460	\$	5,500
4383B Meter Shop & Supplies	\$	1,000	\$	-	\$	1,000
4384 Vehicle Maintenance	\$	30,000	\$	31,517	\$	35,000
4385 Construction Equip. Maint.	\$	20,000	\$	23,843	\$	26,000
4386 Fuel/Lube/Oil Tires	\$	125,000	\$	94,316	\$	105,000
4386A Mileage Reimbursement	\$	1,100	\$	497	\$	1,000
4386B Waste Oil Disposal	\$	1,100	\$	390	\$	1,000
4387 Canal Fences	\$	2,500	\$	-	\$	2,500
4388 Rodent Control	\$	2,200	\$	1,630	\$	2,500
4389 Right of Way Weed Control	\$	30,000	\$	23,859	\$	30,000
4390 Weed Burning	\$	4,000	\$	565	\$	4,000
4391 Aquatic Weed Control	\$	270,000	\$	74,413	\$	100,000
4392 Road Maint. & Right of Way	\$	20,000	\$	1,526	\$	10,000
4393 Water Quality Testing	\$	5,000	\$	-	\$	5,000
4394 Flow Meters Repairs	\$	8,000	\$	7,319	\$	8,500
4395 Safety Supplies/Equipment/	\$	10,000	\$	11,314	\$	12,000
4396 Worker Safety Training	\$	4,500	\$	1,451	\$	4,500
4397 Physical Exams/DOT/Drug Testing	\$	3,000	\$	3,650	\$	4,000
4398 Engineering	\$	215,000	\$	417,524	\$	500,000
4398C GSA Implementation	\$	25,000	\$	82,797	\$	63,000
4399 Continuing Education	\$	1,500	\$	1,075	\$	15,000
4402 Permits/Licenses (CVPSA)	\$	1,000	\$	-	\$	1,000
4500 Propane Facilities	\$	3,000	\$	1,638	\$	2,500
4502 Refuse/Disposal	\$	4,000	\$	3,670	\$	4,500
4503 Bottled Water Service	\$	4,500	\$	4,303	\$	4,800
<b>OPERATIONS &amp; MAINTENANCE</b>	\$	1,060,426	\$	1,085,697	<b>\$</b>	<b>1,298,300</b>

<b>SALARIES O &amp; M LABOR</b>	<b>2023 Approved</b>	<b>Un-Audited 12/31/2023</b>	<b>2024 Proposed</b>
4337 Assistant General Manager	\$ 212,463	\$ -	\$ 225,000
4338 O&M Employee Relations	\$ 1,500	\$ 827	\$ 1,500
4340A WWTF Chief Operator	\$ 35,100	\$ 11,603	\$ 35,000
4341 O&M Labor	\$ 1,103,024	\$ 744,904	\$ 1,202,069
4342 O&M Part Time Labor	\$ -	\$ -	\$ -
4343 O&M Other Compensation	\$ 178,602	\$ 121,948	\$ 222,994
4344 Health Ins.	\$ 307,589	\$ 187,993	\$ 273,235
4345 Dental Ins.	\$ 5,616	\$ 4,442	\$ 5,911
4346 Vision Ins.	\$ 3,341	\$ 2,543	\$ 3,341
4347 Retirement (PERS)	\$ 400,000	\$ 410,734	\$ 301,498



Byron Bethany Irrigation District  
PROPOSED 2024 BUDGET

4348 Worker's Comp.	\$	35,000	\$	48,709	\$	53,000
4349 Medicare	\$	19,705	\$	14,959	\$	21,355
4350 Social Security	\$	82,081	\$	62,436	\$	89,140
4351 Life Insurance	\$	5,082	\$	2,456	\$	3,590
4352 Incentive Pay-Longevity	\$	6,600	\$	7,311	\$	9,235
4353 Incentive Pay-Pesticide License	\$	1,800	\$	1,330	\$	1,430
4354 Overtime	\$	115,000	\$	144,596	\$	130,000
4357 Employee Assistance Program	\$	417	\$	2,882	\$	417
<b>TOTAL SALARIES O &amp; M LABOR</b>	<b>\$</b>	<b>2,512,920</b>	<b>\$</b>	<b>1,769,673</b>	<b>\$</b>	<b>2,578,714</b>
<b>TOTAL OPERATIONS &amp; MAINTENANCE</b>	<b>\$</b>	<b>5,087,849</b>	<b>\$</b>	<b>3,866,592</b>	<b>\$</b>	<b>5,310,514</b>



## RESOLUTION 2024-2

### ADOPTION OF THE 2024 BUDGET AND RELATED MATTERS THERETO

BE IT RESOLVED, by the Board of Directors of the BYRON-BETHANY IRRIGATION DISTRICT that the budget for Calendar Year 2024, attached hereto and incorporated herein by reference, be adopted as follows:

#### SALARIES & WAGES

Operations & Maintenance	2,578,714
Administration	1,109,972

**TOTAL WAGES** **\$ 3,688,686**

#### EXPENDITURES

Operations, Supply, Engineering & Maintenance	2,731,800
General & Administrative	3,752,525

**TOTAL EXPENDITURES** **\$ 6,484,325**

**TOTAL DISTRICT OPERATIONS** **\$ 10,173,011**

#### CAPITAL OUTLAY

BBJPA Series 2017	266,853
BBJPA Series 2018	427,686
BBPFA Series 2021 (P&I)	488,307
Capital Improvement	2,000,000

**TOTAL CAPITAL OUTLAY** **\$ 3,182,845**

**TOTAL PROJECTED BUDGET EXPENDITURES** **\$ 13,355,856**

**TOTAL PROJECTED BUDGET REVENUE** **\$ 13,645,217**

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of Byron-Bethany Irrigation District on February 20, 2024 by the following vote:

Ayes:  
Noes:  
Abstained:  
Absent:

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Mr. Charles Tusso, 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 February 20, 2024 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



## RESOLUTION NO. 2024-3

### ESTABLISHMENT OF CONSUMPTIVE BASED WATER RATES AND OPERATION & MAINTENANCE (O&M) CHARGES FOR 2024

**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 2024:

- 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.....\$100.00 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.....\$15.00 per unit (3500 gallons)  
Within the Central Valley Project Service Area the USBR & SLDMWA rates apply;
- Central Valley Project (CVP) Service Area Water Agricultural Rate.....\$268.27 per acre-foot;<sup>a</sup>
- Central Valley Project (CVP) Service Area Water M&I Rate.....\$280.09 per acre-foot;<sup>a</sup>
- 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;

- Central Valley Project (CVP) Service Area Stand-by Charge Category 1 .....\$5.15 per acre;
- Central Valley Project (CVP) Service Area Stand-by Charge Category 2 .....\$66.00 per acre;
- Central Valley Project (CVP) Service Area Stand-by Charge Category 3 .....\$145.50 per acre;
- Out of irrigation season water rate charges will be calculated based on service area and power pumping costs to serve the water to the grower's sidegate and may include carriage water losses.

<sup>a</sup> CVP water rates are based on the San Luis & Delta-Mendota Water Authority CVP O&M Water Rates adopted by the SLDMWA Board (See February 8, 2024 SLDMWA Board Meeting Budget Adoption), which are a function of the United States Bureau of Reclamation Water Allocation Determination for Water Year 2024-25).

- RWSA1 Municipal and Industrial Wholesale Water Rates.....\$192.67 per acre-foot increasing to \$236.36 per acre-foot effective July 1, 2024
- RWSA2 Municipal and Industrial Wholesale Water Rates.....\$334.83 per acre-foot

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Board of Directors of Byron-Bethany Irrigation District February 20, 2024 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

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Mr. Charles Tusso, 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 February 20, 2024 at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

---

Ilona Ruiz, Board Secretary



# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: MIKE VERGARA

DATE: FEBRUARY 20, 2024

SUBJECT: OPT IN THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

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## **RECOMMENDATION**

Approve resolution electing to "opt-in" the Act.

## **DISCUSSION**

Generally, the Local Agency Public Construction Act (the "Act"; Pub. Contract Code, section 20100, et seq.) requires local agencies such as Byron-Bethany Irrigation District (District) to award public works contracts such as construction contracts only after undergoing a competitive bidding process. Competitive bidding under the Act can be expensive and very time-consuming. Irrigation districts fall under the requirements of the Act, and unless a public work as defined by the Act results from an emergency, or some other limited exception applies, the irrigation district must utilize competitive bidding. (Pub. Contract Code, §§ 20567, 22050.)

Local agencies, however, may elect to voluntarily "opt-in" to the Act by resolution and notifying the State Controller of the election. Under the Act, public works costing \$60,000 or less may be performed by agency staff. More important, under the Act public works contracts costing \$200,000 or less can be awarded using informal bidding. Thus, for projects falling under the dollar threshold the Act reduces the time, effort, and expense associated with the formal bidding process, and expedites project delivery.



**BACKGROUND**

The District has capital improvement projects and other public works projects (e.g., the Tennant bridge project) having an estimated cost below \$200,000. Having the ability under the Act to utilize informal bidding on these projects is beneficial to the District.

**FISCAL IMPACT**

None.

**ATTACHMENTS**

Resolution.



## RESOLUTION NO. 2024-4

### RESOLUTION TO OPT IN THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

**WHEREAS**, under the Uniform Public Construction Cost Accounting Act (the "Act"; Public Contract Code section 22000 et seq.), a local agency such as Byron-Bethany Irrigation District (District) can elect to be subject to the Act by approving a resolution stating that the agency elects to opt in the Act and submitting the approved resolution to the State Controller's Office; and

**WHEREAS**, under the Act, the District can award contracts for public works projects costing \$200,000 or less by using informal bidding rather than formal bidding; and

**WHEREAS**, the District can subsequently withdraw from the Act by submitting to the State Controller's Office an approved resolution stating that the District withdraws from the Act.

**NOW, THEREFORE, BE IT RESOLVED** that the Byron-Bethany Irrigation District does hereby elect under Public Contract Code section 22030 to opt in the Uniform Public Construction Cost Accounting Act, and the Board of Directors directs the District's General Manager to promptly notify the State Controller of this election.

**PASSED AND ADOPTED** by the Byron-Bethany Irrigation District Board of Directors at a meeting held on February 20, 2024, by the following vote:

Ayes:

Noes:

Abstained:

Absent:

---

Mr. Charles Tusso, 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 February 20, 2024 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



## **SUMMARY REPORT**

### **Byron-Bethany Irrigation District**

**January 2024**

#### **PROJECT: Manage BBID Website**

- Updated website with updated information
- Performed site maintenance and updates

Project Status: Ongoing

#### **PROJECT: News & Social Media**

- Monitored social media accounts of water districts and media outlets

Project Status: Ongoing

#### **PROJECT: Water Rights Legislation**

- Continued discussion around legislative/CIP/messaging priorities for 2024
- Internal J Comm meeting re: developing 2024 outreach & messaging plan

Project Status: In Progress

#### **PROJECT: BBID Documentary**

- Awaiting further direction on revisions

Project Status: In Progress



PROJECT: ACWA Conference & Committee Meetings

- Attended 2023 ACWA Fall Conference; attended Communications Committee meeting

Project Status: Ongoing

Report Submitted by: Nick Janes

Date: 2/1/24