



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

BOARD MEETING

Tuesday, January 21, 2025  
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



CHARLES TUSO  
President  
Division V

TOM PEREIRA  
Director  
Division VI

JACK ALVAREZ  
Vice-President  
Division VII

EDWIN PATTISON  
General Manager

## AGENDA

### Regular Meeting of the Board of Directors In Person Meeting 7995 Bruns Road, Byron, CA 94514

January 21, 2025  
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 or conference room 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 not less than 24 hours prior to the start of the Board meeting.*

*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 AND TO CONSIDER ADDITIONS OR CORRECTIONS TO THE AGENDA OF ITEMS, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54950 et seq.**
- 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 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 December 10, 2024.
2. Accept Treasurer's Reports and Reconciliations for the Month of December 2024.
3. Approve Check Registers for the Month of December 2024.

**VII. DISCUSSION/ACTION CALENDAR**

4. Discussion/action to Consider Approval of the Calendar Year 2025 Budget, Wage Schedule, and Capital Improvement Plan.
5. Discussion/action to Consider Authorizing Staff to Negotiate the Terms of the Exclusive Negotiating Agreement with Private Public Infrastructure Group, LLC, for Wicklund Cut Solar-Over-Canal Project.
6. Discussion/action to Consider Approval of Form Quitclaim Cost Reimbursement Agreement

**VIII. COMMUNICATION / REPORTS / COMMENTS**

Directors  
Consultants  
General Counsel  
General Manager

**IX. CLOSED SESSION**

7. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (one case under Govt. Code, § 54956.9, subsection (d)(1)): *State Water Resources Curtailment Cases*, case No. 22CV402030 (CJJP No. 5229)

**X. 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, December 10, 2024  
10:00 AM

### PLEDGE OF ALLEGIANCE

CALL TO ORDER – ROLL CALL 10:03 a.m.

### Adoption of the Agenda

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

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

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

### CONSENT CALENDAR

1. Approve Meeting Minute Summary of November 19, 2024.
2. Accept Treasurer's Reports and Reconciliations for the Month of November 2024.
3. Approve Check Registers for the Month of November 2024.
4. Approve Amendment to Agreement for General Manager Employment.
5. Approve Execution of Quitclaim of Irrigation Easements on Assessor Parcel Numbers 209-40-004 and 209-40-009, located East of Hansen Road, to Prologis, LP.

General Manager Ed Pattison provided the Board of Directors with a brief explanation regarding agenda item 5, explaining to the Board that the District has no responsibility or water source available with those particular parcel numbers 209-40-004 and 209-40-009, located East of Hansen Road, to Prologis, LP.

### Adoption of the Consent Calendar

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

**DISCUSSION/ACTION CALENDAR**

6. Presentation by Foley & Lardner LLP and California Advocates Regarding State and Federal Legislative Activities.

Mr. Dennis Cardoza, Foley & Lardner LLP presented to the Board of Directors a federal legislative update and how the District has developed a positive relationship with Congressman Harder and the United States Army Corps of Engineers and other federal legislators regarding the Wicklund Cut Pump Station Improvement Project, it represents the largest capital improvement project that BBID is managing. Mr. Cardoza expressed the \$2.5M is in the budget queue and awaiting approval by Congress. Mr. Cardoza briefly summarized the 2024 presidential election results, the Trump administration direction, polls and results and which candidates and legislative activities will affect the District and the central valley. Additionally, Mr. Cardoza briefly summarized several different court cases and rulings and expressed to the Board that it's a big year for environmental litigation. Mr. Dennis Albiani and Mr. Adam Quinonez, California Advocates, presented a state legislative advocacy update and updated the Board on the three new state legislatures, state senator and assembly members. General Manager Ed Pattison presented "Using Every Drop" video produced by Mr. Nick Janes, J'Comm, to the Board of Directors showing the District's plan to explore water transfers as a means to fund critically necessary upgrades to its aging infrastructure, securing the future of water reliability for farmers, ranchers and rapidly-developing communities. GM Pattison expressed how the video will get the narrative in line for the upcoming meeting with the Department of Water Resources and the United States of Bureau of Reclamation.

7. Discuss Issues and Possible District Policy regarding Quitclaiming District Irrigation Easements.

General Counsel Mike Vergara and Aly Ackerman, Somach Simmons & Dunn, presented this item to the Board as a discussion regarding approving a template quitclaim easement procedure due to frequent requests from landowners and developers to relinquish District easements for its irrigation infrastructure or water service. Ms. Aly Ackerman explained to the Board that easements are interests in land and they require time and money to acquire, plot, and/or record, such that they have value to the easement holder in addition to the inherent value of holding such property interest. In response to growing requests to relinquish recorded easements, the District will develop a policy and be more diligent with receiving reimbursement. The legal team expressed how they will bring this item back to the Board with a policy moving forward. Additionally, every individual quitclaim process needs to be presented to the Board for approval.

8. Presentation of BBID's 2025 Draft Budget and Capital Improvement Plan.

General Manager Ed Pattison presented an overview of the draft 2025 calendar year budget and capital improvement plan, and overall strategy that will form the basis for an appropriate business plan to meet the current and future needs of the district, i.e., capital improvement planning projects, irrigation district modernization, revenue generation, the future potential for retail power, diversification of customers, etc. GM Pattison provided a breakdown of the major District capital improvement projects and their importance, such as automating the Smith Pumps and District metering. GM Pattison reported to the Board, the Finance Committee proposed a 4% Cost of Living Adjustment (COLA) increase in compensation for employees and summarized the 6 unfilled positions that are budgeted for the upcoming year.

**REPORTS / DIRECTOR COMMENTS**

Mr. Jerimy Borchardt, Hazen and Sawyer Consulting Engineers, presented to the Board of Directors Hazen is in the process of reviewing the draft Agricultural Water Management Plan. Mr. Borchardt reported on having a policy in place for developers to notify the District about completed projects that are within BBID District boundaries, as well as the start of any project Mr. Nick Janes, J'Comm, expressed to the Board how he shared "The Seed to Plate" video at the recent Association of California Water Agencies (ACWA) Conference. Additionally, Mr. Janes reported his working efforts with Provost and Pritchard Consulting Agricultural Engineers and BBID's legal team on the presentation regarding water conservation study to date and a possible water transfer program.

**ADJOURNMENT 12:04 p.m.**

Submitted on December 26, 2024

Approved on January 21, 2025

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Ms. Ilona Ruiz, Board Secretary

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Mr. Charles Tusso, President

**ATTENDANCE**

**Directors Present:**

Charles Tusso	Division V
Tom Pereira	Division VI
Jack Alvarez	Division VII
Pete Petrovich	Division I
Mark Maggiore	Division II

**ABSENT:**

Amanjit Sandhu	Division IV
Tim Maggiore	Division III

**Staff/Consultants/Present:**

Ed Pattison, General Manager  
 Nader Shareghi, Assistant General Manager  
 Ilona Ruiz, Board Secretary  
 Michael Vergara, SSD Law  
 Aly Ackerman, SSD Law  
 Jerimy Borchardt, Hazen & Sawyer  
 Nick Janes, J'Comm, Inc.  
 Julia Gavrilenko, District Accountant  
 Dennis Albiani, California Advocates  
 Adam Quinonez, California Advocate  
 Dennis Cardoza, Foley & Larder LLP

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

Investment	Transfer Account (1010C)	Transfer Account (1010D)	Payroll Account (1011A)	Investment Acct (1026)	Investment Acct (1003)	Investment Acct (1003)	Investment Acct (1017)	Petty Cash (1080)	
Institution	OVCB Muni	OVCB Liquidity Plus	OVCB Payroll	King Capital Advisors****	LAIF	CAMP	Comerica JPMorgan Chase	On-Hand	Total
Interest Rate	0.00%	3.13%	0.00%	4.41%	4.62%	4.730%	3.370%		
Maturity				05/26/26			04/30/29		
Portfolio	1.69%	3.24%	0.00%	60.98%	4.48%	29.01%	0.60%		100.00%
Beginning Balance	\$600,000.00	\$1,518,848.04	\$0.00	\$17,104,160.31	\$1,567,855.00	\$14,228,734.71	\$218,504.94	\$140.68	\$35,238,243.68
Activity	(\$9,946,788.91)	(\$5,145,096.68)	(\$171,105.19)	\$0.00	\$0.00	(\$4,000,000.00)	(\$6,819.80)	\$0.00	(\$19,269,810.58)
Deposits	\$9,946,788.91	\$4,774,209.22	\$171,105.19	\$4,497,033.51	\$18,234.70	\$46,711.63	\$0.00	\$59.32	\$19,454,142.48
<b>CLOSING BALANCE</b>	<b>\$600,000.00</b>	<b>\$1,147,960.58</b>	<b>\$0.00</b>	<b>\$21,601,193.82</b>	<b>\$1,586,089.70</b>	<b>\$10,275,446.34</b>	<b>\$211,685.14</b>	<b>\$200.00</b>	<b>\$35,422,575.58</b>
<b>RESERVES</b>									<b>Account Code</b>
The above investments include the following Reserves:									<b>Total</b>
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 3124	\$1,600,000.00
2018 Revenue Bonds Debt Payment Reserve								GL 3125	\$1,000,000.00
2021 Revenue Bonds Debt Payment Reserve								GL 3126	\$1,000,000.00
<b>TOTAL RESERVES</b>									<b>\$12,537,335.16</b>
<b>TOTAL CASH</b>									<b>\$35,422,575.58</b>
<b>(Less) Designated Reserves</b>									<b>(\$12,537,335.16)</b>
<b>UNDESIGNATED RESERVES</b>									<b>\$22,885,240.42</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 Twelve Months Ending December 31, 2024

	Current Month Actual	Year to Date Actual	2024 Budget	Variance	Variance %
<b>Revenues</b>					
CVP AG - BBID Overhead	1,518.74	216,354.78	164,000.00	52,354.78	31.92%
CVP M&I - BBID Overhead	10,392.57	126,383.72	103,000.00	23,383.72	22.70%
Construction Water	12,555.00	63,125.00	20,000.00	43,125.00	215.63%
Out of District Water Sale	0.00	2,886,208.50	0.00	2,886,208.50	
Mountain House Water	140,612.93	1,105,413.94	1,072,575.00	32,838.94	3.06%
Tracy Hills Water Sales	0.00	316,414.35	316,414.35	0.00	0.00%
BOR AG	467.27	65,421.07	106,000.00	(40,578.93)	-38.28%
BOR M/I	3,288.77	22,537.06	57,000.00	(34,462.94)	-60.46%
CVPIA Restoration (M&I)	3,164.21	36,866.66	32,000.00	4,866.66	15.21%
CVPIA Restoration (Ag)	1,932.90	32,624.98	35,000.00	(2,375.02)	-6.79%
SLDMWA O&M	3,341.89	84,371.26	83,000.00	1,371.26	1.65%
Byron Ag Service Area	5,677.75	556,959.15	504,356.28	52,602.87	10.43%
Byron M&I Service Area	0.00	3,457.00	21,000.00	(17,543.00)	-83.54%
Bethany Ag Service Area	8,132.15	352,008.15	329,819.43	22,188.72	6.73%
Bethany M&I Service Area (MEP)	7,280.81	30,545.46	30,000.00	545.46	1.82%
USBR Trinity PUD Assessment	0.00	14.40	645.00	(630.60)	-97.77%
West Side Ag Service Area WSSA	23,917.30	923,541.06	906,714.93	16,826.13	1.86%
Grounwater Pumping SBSurcharge	1,664.45	47,241.96	45,000.00	2,241.96	4.98%
Gas Tax Refund	0.00	2,934.63	2,934.63	0.00	0.00%
Debt Recovery	17,434.23	633,717.23	196,000.00	437,717.23	223.33%
Administration Costs - Fees	0.00	400.00	500.00	(100.00)	-20.00%
Interest on Bank Accounts	60,306.99	1,431,964.27	800,000.00	631,964.27	79.00%
Stand-by Revenue	(178.96)	83,445.52	83,395.60	49.92	0.06%
WSSA Stand-by Revenue	0.00	139,243.00	139,243.00	0.00	0.00%
CVPSA Ag O&M Charge	0.00	13,964.57	18,001.15	(4,036.58)	-22.42%
CVPSA M & I O&M Charge	0.00	135,167.95	135,167.95	0.00	0.00%
CVPSA M/I with AG Alloc Charge	0.00	64,298.97	64,298.97	0.00	0.00%
Alameda Property Tax Revenue	98,810.86	230,890.55	260,000.00	(29,109.45)	-11.20%
Contra Costa Property Tax Rev	266,112.16	495,290.23	475,000.00	20,290.23	4.27%
San Joaquin 46701 Zn2 Prop Tax	2,984,912.26	5,790,297.84	5,600,000.00	190,297.84	3.40%
San Joaquin 47101 Zn3 Prop Tax	0.00	1,946.70	3,000.00	(1,053.30)	-35.11%
Reimburse SLDMWA Assess	9,831.39	273,074.19	18,000.00	255,074.19	1417.08%
PG&E Power(CVPSA)Reimbursed	4,246.80	96,611.98	85,000.00	11,611.98	13.66%
O&M Labor Recovery	1,120.00	71,290.00	100,000.00	(28,710.00)	-28.71%
Equipment Use Recovery	0.00	3,080.59	0.00	3,080.59	
O & M Materials Recovery	3,331.64	33,957.79	30,000.00	3,957.79	13.19%
Drainage Fees WSSA	0.00	55,555.25	56,305.25	(750.00)	-1.33%
Engineering Recovery	30,018.58	170,823.91	60,000.00	110,823.91	184.71%
Admin Labor Recovery	0.00	27,822.30	20,160.00	7,662.30	38.01%
Reimburse Director's Benefit	25,585.56	25,585.56	24,000.00	1,585.56	6.61%
Legal Cost Recovery	9,108.00	1,649,654.32	1,621,000.00	28,654.32	1.77%
Rental Unit	1,310.00	11,490.00	14,010.00	(2,520.00)	-17.99%
Agricultural Leases	0.00	12,675.00	12,675.00	0.00	0.00%
Other Income	0.00	395,190.60	0.00	395,190.60	
<b>Total Revenues</b>	<b>3,735,896.25</b>	<b>18,719,861.45</b>	<b>13,645,216.54</b>	<b>5,074,644.91</b>	<b>37.19%</b>



Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the Twelve Months Ending December 31, 2024

	Current Month Actual	Year to Date Actual	2024 Budget	Variance	Variance %
<b>Expenses</b>					
CIP	253.75	583,596.53	2,000,000.00	(1,416,403.47)	-70.82%
Automotive Equipment	0.00	148,119.31	0.00	148,119.31	
BOR AG	58,769.16	763,203.73	340,000.00	423,203.73	124.47%
BOR M/I	15,628.80	58,343.00	49,000.00	9,343.00	19.07%
CVPSA Restoration (M&I)	1,091.57	19,420.43	51,000.00	(31,579.57)	-61.92%
CVPSA Restoration (Ag)	18,161.00	179,974.06	85,000.00	94,974.06	111.73%
SLDMWA O&M	7,560.22	128,956.12	96,000.00	32,956.12	34.33%
SLDMWA OM WSSA	0.00	0.00	4,000.00	(4,000.00)	-100.00%
USBR Trinity PUD Assess REIMB	0.00	609.50	1,500.00	(890.50)	-59.37%
O&M Auto & General Liability	0.00	55,921.34	48,000.00	7,921.34	16.50%
Transformer Maintenance	0.00	0.00	3,000.00	(3,000.00)	-100.00%
Maintenance Trans. Lines/Poles	0.00	0.00	15,000.00	(15,000.00)	-100.00%
Pump Control Panels	0.00	0.00	3,500.00	(3,500.00)	-100.00%
Sub-Station	0.00	0.00	3,500.00	(3,500.00)	-100.00%
SLDMWA Membership Assessment	0.00	34,277.00	55,000.00	(20,723.00)	-37.68%
ElectricalEngineering Services	0.00	13,594.50	6,000.00	7,594.50	126.58%
SWRCB User Fee (CVPSA)	0.00	41,973.17	40,000.00	1,973.17	4.93%
Supplemental Water Purchase	0.00	82,386.02	50,000.00	32,386.02	64.77%
Recycled Water Purchase WSSA	0.00	0.00	25,000.00	(25,000.00)	-100.00%
Pump/Motor Maintenance	0.00	59.39	10,000.00	(9,940.61)	-99.41%
Pump/Motor Maintenance (CVPSA)	0.00	8,369.28	10,000.00	(1,630.72)	-16.31%
Pump/Motor Maintenance (RWSA1)	7,235.04	7,235.04	5,000.00	2,235.04	44.70%
Pump Motor Maintenance WSSA	0.00	1,451.86	35,000.00	(33,548.14)	-95.85%
Pump/Motor Lube	0.00	0.00	1,500.00	(1,500.00)	-100.00%
SCADA/Telemetry-Auto Control	0.00	18,407.98	120,000.00	(101,592.02)	-84.66%
Motor Control Maintenance	0.00	0.00	10,000.00	(10,000.00)	-100.00%
Motor Control Maint. (CVPSA)	0.00	0.00	5,000.00	(5,000.00)	-100.00%
Motor Control Maint. (RWSA1)	0.00	0.00	5,000.00	(5,000.00)	-100.00%
PWRPA ASA Power	24,007.18	267,436.06	425,000.00	(157,563.94)	-37.07%
PWRPA P3	684.20	7,649.66	25,000.00	(17,350.34)	-69.40%
PG&E Power	2,217.92	124,427.51	120,000.00	4,427.51	3.69%
PG&E Power(CVPSA)	688.88	198,788.14	150,000.00	48,788.14	32.53%
PG&E Power WSSA	463.30	5,305.86	6,000.00	(694.14)	-11.57%
Emergency Generators	0.00	20,185.22	25,000.00	(4,814.78)	-19.26%
WAPA Power	13,455.65	139,047.58	250,000.00	(110,952.42)	-44.38%
WAPA Restoration	2,634.07	15,098.67	30,000.00	(14,901.33)	-49.67%
Bonds Continuing Compliance	0.00	16,800.00	15,000.00	1,800.00	12.00%
Assistant General Manager	19,615.38	58,846.14	225,000.00	(166,153.86)	-73.85%
O&M Employee Relations	114.28	848.35	1,500.00	(651.65)	-43.44%
WWTF Chief Operator	0.00	0.00	35,000.00	(35,000.00)	-100.00%
O&M Labor Full Time	57,698.83	952,306.94	1,202,069.38	(249,762.44)	-20.78%
O&M Other Compensation	27,302.66	124,469.68	222,993.79	(98,524.11)	-44.18%
O&M Health Insurance	17,323.43	207,804.31	273,235.08	(65,430.77)	-23.95%
O&M Dental Insurance	394.08	4,926.00	5,911.20	(985.20)	-16.67%
O&M Vision Insurance	222.72	2,784.00	3,340.80	(556.80)	-16.67%

Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the Twelve Months Ending December 31, 2024

	Current Month	Year to Date	2024 Budget	Variance	Variance %
	Actual	Actual			
O&M Retirement (PERS)	(5,691.82)	229,852.87	301,497.81	(71,644.94)	-23.76%
O&M Worker's Comp	0.00	36,475.65	53,000.00	(16,524.35)	-31.18%
O&M Medicare	1,557.59	17,370.61	21,354.65	(3,984.04)	-18.66%
O&M Social Security	6,075.07	73,689.32	89,139.53	(15,450.21)	-17.33%
O&M Life Insurance	378.23	3,239.04	3,590.16	(351.12)	-9.78%
O&M Longevity	670.00	8,750.00	9,235.00	(485.00)	-5.25%
O&M Licenses	320.00	4,365.00	1,430.00	2,935.00	205.24%
O&M Overtime	21,426.73	108,081.02	130,000.00	(21,918.98)	-16.86%
O&M - Employee Assist Program	29.76	546.59	416.64	129.95	31.19%
Canal Maintenance	0.00	12,807.11	35,000.00	(22,192.89)	-63.41%
Station Maintenance	618.75	4,013.10	15,000.00	(10,986.90)	-73.25%
Station Maintenance WSSA	0.00	3,380.58	6,000.00	(2,619.42)	-43.66%
Laterals/Structures	0.00	1,200.79	5,000.00	(3,799.21)	-75.98%
Laterals/Structures(CVPSA)	0.00	164.10	5,000.00	(4,835.90)	-96.72%
Material/Hardware/Fasteners	79.11	35,434.43	20,000.00	15,434.43	77.17%
Sub laterals/Pipelines	0.00	7,622.67	10,000.00	(2,377.33)	-23.77%
Sub laterals/Pipelines WSSA	0.00	1,366.99	5,000.00	(3,633.01)	-72.66%
Canal Gate Maintenance	0.00	5,108.24	10,000.00	(4,891.76)	-48.92%
Canal Gate Maintenance (CVPSA)	0.00	0.00	2,000.00	(2,000.00)	-100.00%
Canal Gate Maintenance (WSSA)	0.00	61.64	2,000.00	(1,938.36)	-96.92%
Surface Drains	0.00	0.00	5,000.00	(5,000.00)	-100.00%
Tile Drains	0.00	0.00	2,500.00	(2,500.00)	-100.00%
Canal Crossings	0.00	632.52	2,000.00	(1,367.48)	-68.37%
Communications	813.46	17,192.94	21,000.00	(3,807.06)	-18.13%
Communications WSSA	555.03	7,406.88	6,000.00	1,406.88	23.45%
Small Tools & Equipment	1,891.66	6,897.90	10,000.00	(3,102.10)	-31.02%
Building Maintenance	235.69	34,353.22	40,000.00	(5,646.78)	-14.12%
Building Maintenance WSSA	0.00	0.00	1,500.00	(1,500.00)	-100.00%
Grounds Maintenance	2,250.00	14,485.14	16,600.00	(2,114.86)	-12.74%
Fire System	863.46	8,867.93	9,000.00	(132.07)	-1.47%
Security System	0.00	2,513.01	7,000.00	(4,486.99)	-64.10%
HVAC Service Supplies	0.00	2,515.15	5,500.00	(2,984.85)	-54.27%
Janitorial Services/Supply	2,589.01	22,552.66	20,000.00	2,552.66	12.76%
Pest Management	76.00	1,441.25	1,700.00	(258.75)	-15.22%
Grounds Maintenance WSSA	900.00	4,750.00	4,700.00	50.00	1.06%
Janitorial Serv/Supply WSSA	250.00	4,634.87	2,300.00	2,334.87	101.52%
Uniforms/Clothing Allowance	434.58	10,658.15	11,200.00	(541.85)	-4.84%
Shop Supplies	126.80	4,702.56	6,500.00	(1,797.44)	-27.65%
Welding Shop & Supplies	410.54	9,834.69	5,500.00	4,334.69	78.81%
Meter Shop	0.00	0.00	1,000.00	(1,000.00)	-100.00%
WSSA Shop & Supplies	0.00	58.39	10,000.00	(9,941.61)	-99.42%
Vehicle Maintenance	3,624.14	35,078.27	35,000.00	78.27	0.22%
Equipment Maint.	54.39	24,552.67	26,000.00	(1,447.33)	-5.57%
Fuel/Lube/Oil/Tires	4,568.80	111,264.74	105,000.00	6,264.74	5.97%
MileageReimbursement	122.61	764.31	1,000.00	(235.69)	-23.57%
Waste Oil Disposal	55.00	155.00	1,000.00	(845.00)	-84.50%
Canal Fences	0.00	0.00	2,500.00	(2,500.00)	-100.00%

Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the Twelve Months Ending December 31, 2024

	Current Month	Year to Date			
	Actual	Actual	2024 Budget	Variance	Variance %
Rodent Control	961.40	4,058.54	2,500.00	1,558.54	62.34%
Right of Way Weed Control	49,236.26	81,121.77	30,000.00	51,121.77	170.41%
Weed Burning	0.00	601.77	4,000.00	(3,398.23)	-84.96%
Aquatic Weed Control	127,026.25	177,843.25	100,000.00	77,843.25	77.84%
Road Maint. & Right of Way	0.00	712.88	10,000.00	(9,287.12)	-92.87%
Water Quality Testing	0.00	0.00	5,000.00	(5,000.00)	-100.00%
Flow Meter Repairs	6,737.93	22,940.13	7,000.00	15,940.13	227.72%
Flow Meter Repairs(CVPSA)	0.00	2,654.12	1,500.00	1,154.12	76.94%
Safety Supplies/Equipment	(57.56)	10,818.21	12,000.00	(1,181.79)	-9.85%
Worker Safety Training	0.00	52.16	4,500.00	(4,447.84)	-98.84%
Physical Exams	595.00	2,636.20	4,000.00	(1,363.80)	-34.10%
Engineering	24,271.25	707,029.04	500,000.00	207,029.04	41.41%
GSA Implementation	0.00	18,972.09	63,000.00	(44,027.91)	-69.89%
O&M Continuing Education	2,900.00	16,794.90	15,000.00	1,794.90	11.97%
Permits/Licenses(CVPSA)	0.00	0.00	1,000.00	(1,000.00)	-100.00%
Propane Facilities	0.00	1,156.60	2,500.00	(1,343.40)	-53.74%
Refuse/Disposal	0.00	3,579.41	4,500.00	(920.59)	-20.46%
Bottled Water Service	781.21	5,850.79	4,800.00	1,050.79	21.89%
General Manager	21,424.50	279,592.57	293,518.50	(13,925.93)	-4.74%
Admin Support Staff	12,199.51	174,882.32	273,208.21	(98,325.89)	-35.99%
Admin Part Time	0.00	0.00	2,000.00	(2,000.00)	-100.00%
Admin Other Compensation	7,645.24	46,303.99	110,827.10	(64,523.11)	-58.22%
Admin Health Insurance	7,059.51	65,907.46	88,082.76	(22,175.30)	-25.18%
Admin Dental Insurance	164.20	1,707.68	1,970.40	(262.72)	-13.33%
Admin Vision Insurance	92.80	965.12	1,113.60	(148.48)	-13.33%
Admin Retirement (PERS)	10,462.70	74,833.18	149,862.72	(75,029.54)	-50.07%
Admin Worker's Comp	0.00	2,086.75	5,000.00	(2,913.25)	-58.27%
Senior Administrative Analyst	0.00	0.00	108,925.00	(108,925.00)	-100.00%
Admin Social Security	2,584.17	27,646.86	42,045.27	(14,398.41)	-34.25%
Admin Medicare	915.04	8,266.31	9,833.17	(1,566.86)	-15.93%
Admin Life Insurance	357.30	2,442.62	1,730.16	712.46	41.18%
Admin Longevity	180.00	2,250.00	2,340.00	(90.00)	-3.85%
Admin License	40.00	500.00	520.00	(20.00)	-3.85%
Vehicle Stipend	500.00	1,500.00	0.00	1,500.00	
Admin Employee Relations	0.00	242.71	500.00	(257.29)	-51.46%
State Unemployment Insurance	22.50	1,148.45	3,000.00	(1,851.55)	-61.72%
FUTA Tax	9.00	459.39	1,000.00	(540.61)	-54.06%
Office Supplies	168.49	5,161.27	7,000.00	(1,838.73)	-26.27%
Payroll Services	539.83	7,059.62	7,500.00	(440.38)	-5.87%
Postage	500.00	1,910.65	1,800.00	110.65	6.15%
Printing, Forms, Maps, Etc	0.00	0.00	2,500.00	(2,500.00)	-100.00%
Printing (Legal)	0.00	0.00	800.00	(800.00)	-100.00%
WSSA Utilities	304.40	3,924.16	4,500.00	(575.84)	-12.80%
DHQ Telephone	774.68	10,226.18	15,000.00	(4,773.82)	-31.83%
Bank Fees	0.00	36.13	300.00	(263.87)	-87.96%
Dir -Employee Assist Program	14.88	178.56	178.56	0.00	0.00%
Admin-Employee Assist Program	12.40	180.05	148.80	31.25	21.00%

Byron-Bethany Irrigation District  
Income Statement  
Compared with Budget  
For the Twelve Months Ending December 31, 2024

	Current Month	Year to Date			
	Actual	Actual	2024 Budget	Variance	Variance %
Cyber Liability Program	0.00	1,825.75	1,869.50	(43.75)	-2.34%
Admin Auto & Liability Program	0.00	37,280.89	31,810.00	5,470.89	17.20%
Property Insurance	0.00	74,033.78	67,000.00	7,033.78	10.50%
Business Systems Services	1,079.76	10,634.05	12,500.00	(1,865.95)	-14.93%
Pension Fund - 401A	2,142.46	13,887.95	14,657.81	(769.86)	-5.25%
Retiree's Health Insurance	9,772.22	99,856.39	99,773.64	82.75	0.08%
State Emp. Training Tax	1.50	76.57	200.00	(123.43)	-61.72%
Director's Fees/ Expenses	6,758.28	17,589.51	23,400.00	(5,810.49)	-24.83%
Director's Benefits	10,606.64	117,275.07	117,544.12	(269.05)	-0.23%
District Officials'	5,013.28	28,713.01	30,000.00	(1,286.99)	-4.29%
Legal Services	178,936.89	1,471,766.12	2,679,000.00	(1,207,233.88)	-45.06%
CVPSA - Legal	4,443.00	26,665.50	76,000.00	(49,334.50)	-64.91%
Auditing	0.00	40,820.00	46,000.00	(5,180.00)	-11.26%
Actuarial Services	0.00	5,000.00	8,500.00	(3,500.00)	-41.18%
Election	0.00	0.00	1,000.00	(1,000.00)	-100.00%
Record Retention	0.00	0.00	250.00	(250.00)	-100.00%
Rental Unit	0.00	0.00	2,000.00	(2,000.00)	-100.00%
Permits, Dues & Subscriptions	0.00	53,143.15	55,000.00	(1,856.85)	-3.38%
Permits, Dues & Subs WSSA	0.00	3,351.85	4,200.00	(848.15)	-20.19%
Admin. Continuing Education	0.00	2,336.27	10,000.00	(7,663.73)	-76.64%
Recording Fees	0.00	165.00	250.00	(85.00)	-34.00%
Interest Expense	0.00	192,754.26	193,845.20	(1,090.94)	-0.56%
Hardware/Software	3,504.80	70,143.12	110,000.00	(39,856.88)	-36.23%
Hardware/Software WSSA	0.00	873.55	2,000.00	(1,126.45)	-56.32%
Public Outreach	4,900.00	81,071.49	78,800.00	2,271.49	2.88%
Website	2,100.00	23,376.96	25,400.00	(2,023.04)	-7.96%
State/Federal Representation	10,000.00	210,520.00	215,000.00	(4,480.00)	-2.08%
HR Consulting	0.00	0.00	5,000.00	(5,000.00)	-100.00%
<b>Total Expenses</b>	<b>838,488.43</b>	<b>9,530,858.51</b>	<b>12,993,718.56</b>	<b>(3,462,860.05)</b>	<b>-26.65%</b>
<b>Net Income</b>	<b>\$ 2,897,407.82</b>	<b>\$ 9,189,002.94</b>	<b>\$ 651,497.98</b>	<b>\$ 8,537,504.96</b>	<b>1310.44%</b>

Byron-Bethany Irrigation District  
Balance Sheet  
December 31, 2024

ASSETS

Current Assets		
CAMP - CA Asset Mngmnt Program	\$	10,275,446.34
Cash-L.A.I.F. State Treasurer		1,567,855.00
OVCB Muni		3,505,180.35
Liquidity Plus		1,147,960.58
Comerica		211,685.14
Investments		21,601,193.82
Petty Cash		200.00
Petty Cash - WSSA		100.00
Accts Receivable		286,415.73
Accts Receivable - Other		6,654.24
Prepaid Insurance		54,239.89
Prepaid Pension UAL		42,515.00
		38,699,446.09
Total Current Assets		
Property and Equipment		
Allowance for Depreciation		(21,124,168.66)
Allowance for Depreciation WSSA		(3,824,351.34)
District Lands		2,043,265.52
General Properties		16,223,957.71
CVPSA Distribution System		792,082.88
Pumping Plant		26,311,914.67
Telemetry/SCADA		261,167.19
Office Equipment		169,714.28
Automotive Equipment		1,582,691.03
General Tools & Equipment		1,527,161.78
PL 984 Project		2,123,774.17
Mariposa Energy Plant		4,716,153.80
General Properties WSSA		5,400,391.91
General Equipment WSSA		694,864.65
Drainage Systems		594,983.66
Work in Progress		2,970,845.61
		40,464,448.86
Total Property and Equipment		
Other Assets		
		0.00
Total Other Assets		
		0.00
Total Assets		
	\$	79,163,894.95

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	181,755.28
Health Insurance Payable		(2,452.44)
Deferred Comp - Payable		1,050.00
Accrued Vacation		98,157.29
Dental Insurance Payable		(1,555.22)
Supplem Life Insurance Payable		120.00
Accrued Payroll		(21,969.00)
Social Security Tax Payable		(1.24)
Medicare Withholding Tax Pay		(0.29)
FUTA Tax Payable		(1,131.02)
Local Tax - CASDI Payable		(0.18)
S Life Insurance Payable		(130.00)

Unaudited - For Management Purposes Only

Byron-Bethany Irrigation District  
Balance Sheet  
December 31, 2024

Accrued Interest	48,461.00	
Net Pension Liability	1,028,979.00	
Deferred Inflows	70,730.00	
Deferred Outflows	(451,795.00)	
Deferred Outflows Contribution	(61,845.00)	
Net OPEB Liability/Asset	310,773.00	
Deferred Inflows (OPEB)	1,773,014.00	
Deferred Outflows (OPEB)	(182,201.00)	
Retention Payable	73,150.00	
CalPERS Contributions Accrual	57,623.15	
Total Current Liabilities		2,920,732.33
Long-Term Liabilities		
2018 Enterprise Revenue Bond	3,300,000.00	
2017 Revenue Refi Bond	772,000.01	
2021 Enterprise Revenue Bond	2,773,000.00	
Total Long-Term Liabilities		6,845,000.01
Total Liabilities		9,765,732.34
Capital		
Retained Earnings	14,968,031.44	
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	31,802,950.00	
Net Income	10,089,846.01	
Total Capital		69,398,162.61
Total Liabilities & Capital	\$	79,163,894.95

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Dec 31, 2024**  
**1010C - OVCB Muni**

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		586,362.48
Add: Cash Receipts		3,784,038.12
Less: Cash Disbursements		(513,427.28)
Add (Less) Other		(351,792.97)
Ending GL Balance		3,505,180.35
Ending Bank Balance		600,000.00
Add back deposits in transit		
	Dec 31, 2024	2,984,912.26
Total deposits in transit		2,984,912.26
(Less) outstanding checks		
	Nov 19, 2024	47016 (593.75)
	Dec 3, 2024	47041 (28,337.61)
	Dec 3, 2024	47049 (703.76)
	Dec 18, 2024	47086 (197.80)
	Dec 18, 2024	47087 (536.27)
	Dec 18, 2024	47093 (16,825.00)
	Dec 18, 2024	47094 (462.95)
	Dec 18, 2024	47095 (28,660.19)
	Dec 18, 2024	47096 (236.25)
	Dec 19, 2024	47102 (295.88)
	Dec 19, 2024	47107 (2,882.45)
Total outstanding checks		(79,731.91)
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		3,505,180.35





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

Filter Criteria includes: Report is printed in Detail Format.

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Beginning GL Balance	1,518,848.04
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(370,887.46)</u>
Ending GL Balance	<u>1,147,960.58</u>
Ending Bank Balance	1,147,960.58
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>1,147,960.58</u></u>



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

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

ACCOUNT NUMBER:  
 STATEMENT DATE: 12/31/24  
 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	12/01/24	1,518,848.04	
Deposits / Misc Credits	4	4,774,209.22	
Withdrawals / Misc Debits	17	5,145,096.68	
** Ending Balance	12/31/24	1,147,960.58	**
Service Charge		.00	
Interest Paid Thru 12/31/24		5,146.95	
Interest Paid Year To Date		91,257.58	
Minimum Balance		553,906	

----- DEPOSITS/CREDITS -----

Date	Deposits	Withdrawals	Activity Description
12/13	3,999,999.00		Trnsfr from Checking Acct Ending in 0060
12/20	375,615.78		Trnsfr from Checking Acct Ending in 0060
12/30	393,447.49		Trnsfr from Checking Acct Ending in 0060
12/31	5,146.95		INTEREST EARNED

----- OTHER WITHDRAWALS/DEBITS -----

Date	Deposits	Withdrawals	Activity Description
12/02		1,061.36	Trnsfr to Checking Acct Ending in 0060
12/03		191.75	Trnsfr to Checking Acct Ending in 0060
12/04		17,836.14	Trnsfr to Checking Acct Ending in 0060
12/05		74,329.89	Trnsfr to Checking Acct Ending in 0060
12/06		201.19	Trnsfr to Checking Acct Ending in 0060
12/09		9,427.53	Trnsfr to Checking Acct Ending in 0060
12/11		3,695.91	Trnsfr to Checking Acct Ending in 0060
12/12		168.49	Trnsfr to Checking Acct Ending in 0060
12/16		586,224.17	Trnsfr to Checking Acct Ending in 0060
12/17		30,000.18	Trnsfr to Checking Acct Ending in 0060
12/18		113,867.21	Trnsfr to Checking Acct Ending in 0060
12/19		4,127,936.28	Trnsfr to Checking Acct Ending in 0060
12/23		29,350.73	Trnsfr to Checking Acct Ending in 0060
12/24		19,247.11	Trnsfr to Checking Acct Ending in 0060

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

Filter Criteria includes: Report is printed in Detail Format.

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



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

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

ACCOUNT NUMBER:  
 STATEMENT DATE: 12/31/24  
 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 Acct  
 PAYROLL ACCOUNT

Beginning Balance	12/01/24	.00	
Deposits / Misc Credits	4	171,105.19	
Withdrawals / Misc Debits	7	171,105.19	
** Ending Balance	12/31/24	.00	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
12/05	72,108.66		Trnsfr from Checking Acct Ending in 0060
12/06	201.19		Trnsfr from Checking Acct Ending in 0060
12/19	98,456.70		Trnsfr from Checking Acct Ending in 0060
12/20	338.64		Trnsfr from Checking Acct Ending in 0060

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
12/05		23,551.61	PAYCHEX TPS/TAXES
12/05		48,557.05	PAYCHEX-RCX/PAYROLL
12/06		201.19	PAYCHEX EIB/INVOICE
12/19		29,979.19	PAYCHEX TPS/TAXES
12/19		68,477.51	PAYCHEX/PAYROLL
12/20		71.66	PAYCHEX-OAB/INVOICE
12/20		266.98	PAYCHEX EIB/INVOICE

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
12/05	.00	12/19	.00	12/20	.00
12/06	.00				

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Dec 31, 2024**  
**1026 - Investments**

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	17,104,160.31
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>4,497,033.51</u>
Ending GL Balance	<u>21,601,193.82</u>
Ending Bank Balance	21,601,193.82
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>21,601,193.82</u></u>

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

BYRON-BETHANY IRRIGATION DISTRICT - Unincorporated Assn  
Account Number:



## Account Overview

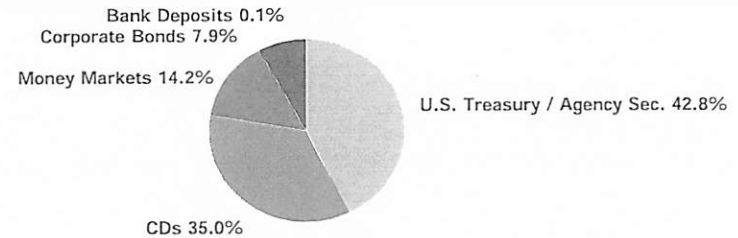
CHANGE IN ACCOUNT VALUE	Current Period	Year-to-Date
BEGINNING VALUE	\$17,104,160.31	\$16,314,007.84
Additions and Withdrawals	\$4,500,000.00	\$4,500,000.00
Misc. & Corporate Actions	\$0.00	\$0.00
Income	\$55,525.93	\$788,486.93
Taxes, Fees and Expenses	\$0.00	\$0.00
Other Activity	\$0.00	\$1,753.12
Change in Value	(\$58,492.42)	(\$3,054.07)
ENDING VALUE (AS OF 12/31/24)	\$21,601,193.82	\$21,601,193.82
Total Accrued Interest	\$160,033.81	
<b>Ending Value with Accrued Interest</b>	<b>\$21,761,227.63</b>	

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

INCOME	Current Period	Year-to-Date
TAXABLE		
Taxable Dividends	\$3,114.98	\$18,156.10
Taxable Interest	\$52,410.95	\$770,330.83
<b>TOTAL TAXABLE</b>	<b>\$55,525.93</b>	<b>\$788,486.93</b>
<b>TOTAL INCOME</b>	<b>\$55,525.93</b>	<b>\$788,486.93</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	14.2 %	\$866.20	\$3,075,740.82
Bank Deposits	0.1	\$14,196.51	\$27,210.26
CDs	35.0	\$7,798,365.30	\$7,564,430.59
Corporate Bonds	7.9	\$523,506.50	\$1,696,681.00
U.S. Treasury / Agency Sec.	42.8	\$8,767,225.80	\$9,237,131.15
<b>TOTAL</b>	<b>100.0 %</b>	<b>\$17,104,160.31</b>	<b>\$21,601,193.82</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.

12/31/24

## Byron-Bethany ID Portfolio

Issuer	Type	Price	CPN	AMOUNT	YIELD	Cash Flow	MAT.	Cusip#	Settle	CALL
FIDELITY GOV'T MMKT	CASH	\$1.00	4.19%	\$3,075,740	4.19%	\$ 128,873.51	1/2/2025	FDRXX	DAILY	
INSURED MMKT	CASH	\$1.00	0.45%	\$27,210	0.45%	\$ 122.45	1/2/2025	QIDPQ	DAILY	
CAMP	CASH	\$1.00	4.65%	\$10,000,000	4.65%	\$ 465,000.00	1/2/2025	CAMP	DAILY	
LAIF	CASH	\$1.00	4.48%	\$1,567,855	4.48%	\$ 70,239.90	1/2/2025	LAIF	DAILY	
OVCB	CASH		3.58%	\$3,607,384	3.58%	\$ 129,144.35	1/2/2025	OVCB	DAILY	
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
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
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
America's CU	CD	\$100.000	4.000%	\$249,000	4.00%	\$ 9,960.00	4/30/2027	03065AAZ6	10/31/2024	N/A
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
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
Workers FCU	CD	\$100.000	4.000%	\$249,000	4.00%	\$ 9,960.00	8/30/2027	98138MCK4	8/30/2024	N/A
Ally Bank	CD	\$100.000	3.750%	\$245,000	3.75%	\$ 9,187.50	9/27/2027	02007G3R2	9/26/2024	N/A
FAMCA	AG	\$98.840	3.580%	\$500,000	4.00%	\$ 17,900.00	10/7/2027	31424WPZ9	10/29/2024	N/A
Toyota - A1/A+	CORP	\$100.000	4.350%	\$500,000	4.35%	\$ 21,750.00	10/22/2027	89236TMU6	12/13/2024	NC22mo 2X
Texas Exchange Bank	CD	\$100.000	4.000%	\$249,000	4.00%	\$ 9,960.00	12/10/2027	88241TTV2	10/28/2024	N/A
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

12/31/24

## Byron-Bethany ID Portfolio

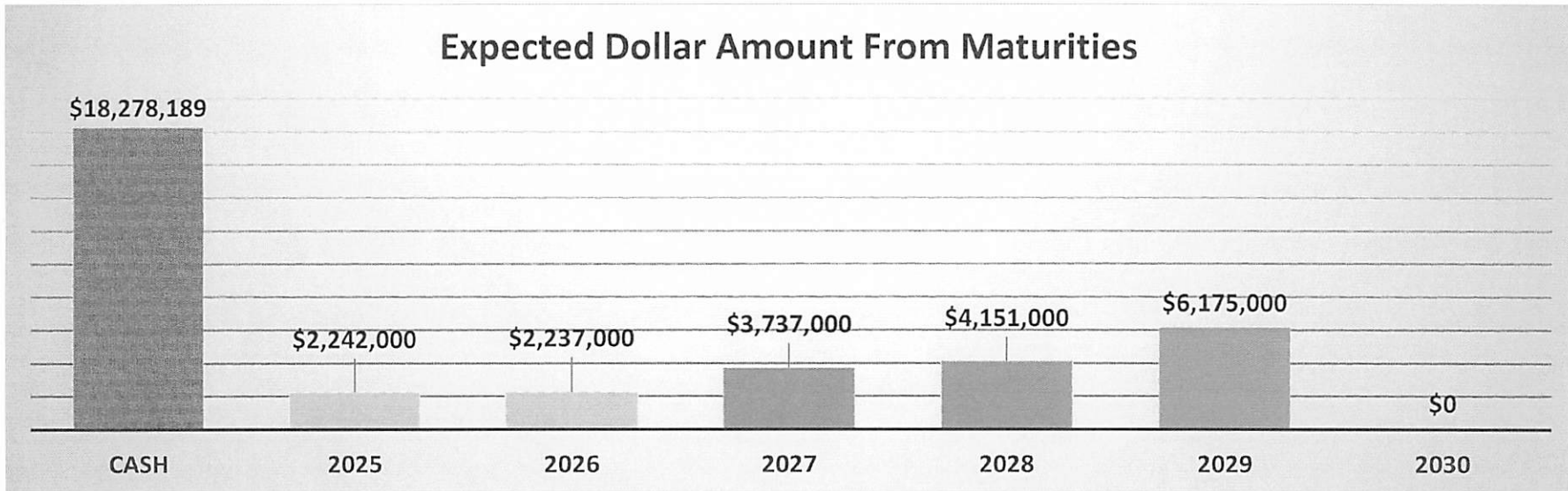
MS Bank NA	CD	\$100.000	4.650%	\$244,000	4.65%	\$	11,346.00	2/18/2028	61773TSD6	2/21/2023	NC1YS/A
BMW Bank NA	CD	\$100.000	4.300%	\$244,000	4.30%	\$	10,492.00	4/21/2028	05580AY81	4/21/2023	N/A
Discover Bank	CD	\$100.000	4.350%	\$244,000	4.35%	\$	10,614.00	4/24/2028	2546734D5	4/26/2023	N/A
USALLIANCE FCU	CD	\$100.000	4.650%	\$249,000	4.65%	\$	11,578.50	4/28/2028	90352RCZ6	4/28/2023	N/A
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
Comcast A3/A-	CORP	\$98.430	4.150%	\$350,000	4.60%	\$	14,525.00	10/15/2028	20030NCT6	12/20/2024	CLB 7/15/28
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
Synchrony Bank	CD	\$100.000	5.000%	\$243,000	5.00%	\$	12,150.00	11/3/2028	87165H3Y4	11/3/2023	N/A
FANNIE MAE	AG	\$100.545	4.550%	\$500,000	4.40%	\$	22,750.00	11/20/2028	3135GAZA2	12/19/2024	NC23mo1X
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
FED HOME LOAN BANK	AG	\$100.680	4.750%	\$500,000	4.60%	\$	23,750.00	3/22/2029	3130BOK81	4/1/2024	NC3y1X
FED HOME LOAN BANK	AG	\$100.000	5.050%	\$515,000	5.05%	\$	26,007.50	4/9/2029	3130BORG6	4/18/2024	NC18m1X
FED. FARM CREDIT BANK	AG	\$100.000	5.000%	\$565,000	5.00%	\$	28,250.00	4/9/2029	3133ERAC5	4/12/2024	NC2Y AT
Home Depot A2/A	CORP	\$100.790	4.750%	\$350,000	4.55%	\$	16,625.00	6/25/2029	437076DC3	12/20/2024	CLB 5/25/29
FREDDIE MAC	AG	\$99.490	4.625%	\$665,000	4.74%	\$	30,756.25	6/27/2029	3134H12P7	6/27/2024	NC1Y ANN
FREDDIE MAC	AG	\$99.320	4.000%	\$600,000	4.15%	\$	24,000.00	8/14/2029	3134HAEB5	8/14/2024	NC9MoAN
FREDDIE MAC	AG	\$99.500	4.000%	\$280,000	4.11%	\$	11,200.00	8/14/2029	3134HAED1	8/22/2024	NC1yr2X
FHLB	AG	\$99.530	4.000%	\$550,000	4.11%	\$	22,000.00	9/11/2029	3130B2UP8	10/22/2024	NC17moAN
FAMCA	AG	\$100.410	3.970%	\$305,000	3.88%	\$	12,108.50	9/18/2029	31424WNX6	9/20/2024	NC2yrQTR
Bank Hapoalim NY	CD	\$100.000	3.800%	\$245,000	3.80%	\$	9,310.00	9/18/2029	06251FAM1	9/18/2024	N/A
FED HOME LOAN BANK	AG	\$100.000	4.100%	\$500,000	4.10%	\$	20,500.00	10/9/2029	3130B3CC5	10/29/2024	NC 2.5y 1X
FREDDIE MAC	AG	\$99.850	4.500%	\$580,000	4.53%	\$	26,100.00	10/17/2029	3134HAST1	11/15/2024	NC6mo4X
Caterpillar A2/A	CORP	\$100.880	4.700%	\$250,000	4.50%	\$	11,750.00	11/15/2029	14913UAU4	11/21/2024	N/A
Prudential Financial A3/A	CORP	\$100.000	4.500%	\$270,000	4.50%	\$	12,150.00	11/15/2029	74432BAL2	11/29/2024	N/A
<b>Total &amp; Average</b>			<b>4.39%</b>	<b>\$36,820,189</b>	<b>4.41%</b>	<b>\$</b>	<b>1,617,441.95</b>	<b>1.35 YRS</b>			



## Byron-Bethany ID Portfolio

<u>Investment</u>	<u>Avg Yield</u>	<u>Yr 1- Cash Flow</u>	<u>Maturity</u>	<u>Amount</u>	<u>Percentage</u>
\$36,820,189	4.41%	\$1,617,442	CASH	\$18,278,189	50%
Avg. Yield Port. Only		4.48%	2025	\$2,242,000	6%
Avg. WAM Port. Only		3.05 YRS	2026	\$2,237,000	6%
<u>Asset Type</u>	<u>Percent</u>	<u>AMT</u>	2027	\$3,737,000	10%
CASH	50%	\$18,278,189	2028	\$4,151,000	11%
US Agency	25%	\$9,315,000	2029	\$6,175,000	17%
CDs	20%	\$7,507,000	2030	\$0	0%
CORP	5%	\$1,720,000	WAM	1.35 YRS	100%
Total	100%	\$36,820,189			

### Expected Dollar Amount From Maturities



## 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**

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

Filter Criteria includes: Report is printed in Detail Format.

---

Beginning GL Balance	1,567,855.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>18,234.70</u>
Ending GL Balance	<u>1,586,089.70</u>
Ending Bank Balance	1,586,089.70
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>1,586,089.70</u></u>



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name BYRON-BETHANY IRRIGATION DIST

Account Number

As of 01/15/2025, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2024.

Earnings Ratio		.00012664187216722
Interest Rate		4.62%
Dollar Day Total	\$	143,986,330.64
Quarter End Principal Balance	\$	1,567,855.00
Quarterly Interest Earned	\$	18,234.70

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Dec 31, 2024**  
**1002 - CAMP - CA Asset Mngmnt Program**  
**Bank Statement Date: December 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	14,228,734.71
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(3,953,288.37)</u>
Ending GL Balance	<u>10,275,446.34</u>
Ending Bank Balance	10,275,446.34
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>10,275,446.34</u></u>



**Account Statement**

For the Month Ending **December 31, 2024**

Byron Bethany Irrigation District - Byron Bethany Irrigation District -

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>14,228,734.71</b>
12/12/24	12/12/24	Redemption - ACH Redemption	1.00	(4,000,000.00)	10,228,734.71
12/31/24	01/02/25	Accrual Income Div Reinvestment - Distributions	1.00	46,711.63	10,275,446.34
<b>Closing Balance</b>					<b>10,275,446.34</b>

	Month of December	Fiscal YTD January-December
Opening Balance	14,228,734.71	0.00
Purchases	46,711.63	14,275,446.34
Redemptions (Excl. Checks)	(4,000,000.00)	(4,000,000.00)
Check Disbursements	0.00	0.00
<b>Closing Balance</b>	<b>10,275,446.34</b>	<b>10,275,446.34</b>
Cash Dividends and Income	46,711.63	375,446.34

<b>Closing Balance</b>	10,275,446.34
<b>Average Monthly Balance</b>	11,649,596.38
<b>Monthly Distribution Yield</b>	4.73%

**Byron-Bethany Irrigation District**  
**Account Reconciliation**  
**As of Dec 31, 2024**  
**1017 - Comerica**  
**Bank Statement Date: December 31, 2024**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	218,504.94
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(6,819.80)
Ending GL Balance	<u>211,685.14</u>
Ending Bank Balance	211,685.14
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>211,685.14</u></u>



# Your Ameriprise statement

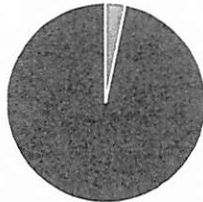
for October 1, 2024 to December 31, 2024

PREPARED FOR BYRON-BETHANY ID

## Value of your investment accounts

	This period	This year
Beginning value	\$218,504.94	\$212,054.20
Net deposits & withdrawals	\$0.00	\$0.00
Dividends, interest & income	\$5.20	\$130.94
Change in value	-\$6,825.00	-\$500.00
Ending value	\$211,685.14	\$211,685.14

## Your asset allocation



Asset class	Value on Dec 31, 2024	Percent of assets
Cash & cash investments*	\$6,885.14	3.3%
Fixed income	\$204,800.00	96.7%
<b>Total assets</b>	<b>\$211,685.14</b>	<b>100%</b>

\*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](http://ameriprise.com/allocation).

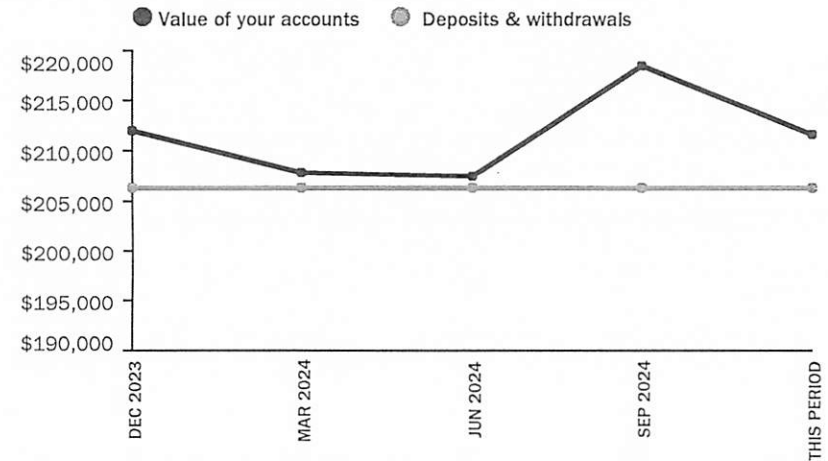
889.L00

Your personal advisor  
Chris Theut

## TR Financial Group

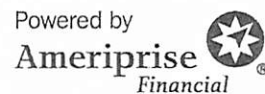
A financial advisory practice of Ameriprise Financial Services, LLC  
39400 Woodward Ave Ste 255  
Bloomfield Hills, MI 48304-5150  
248.645.4173  
Chris.Theut@comericafinancialadvisors.com  
[www.ameripriseadvisors.com/chris.theut](http://www.ameripriseadvisors.com/chris.theut)

## 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](http://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).



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



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

Filter Criteria includes: Report is printed in Detail Format.

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Beginning GL Balance	140.68
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>59.32</u>
Ending GL Balance	<u>200.00</u>
Ending Bank Balance	<u>200.00</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>200.00</u></u>

Byron Bethany Irrigation District  
Petty Cash Reconciliation

Beg. Balance
\$140.68

Date	Description	Debit	Credit	GL	Running Balance
12/20/2024	Petty Cash	59.32		1080	\$200.00
					\$200.00

Currency on Hand		Quantity	Total
\$0.01	x	10	0.10
\$0.05	x	25	1.25
\$0.10	x	54	5.40
\$0.25	x	61	15.25
\$1.00	x	7	7.00
\$1.00	x	36	36.00
\$5.00	x	5	25.00
\$10.00	x	2	20.00
\$20.00	x	2	40.00
\$50.00	x	1	50.00
\$100.00	x		-
<b>Total Cash on Hand</b>			<b>200.00</b>

Prepared By: Julia Gavrilenko

Checked By: Iлона Malgozzata Ruiz

Date: 12/31/2024

Date: 12/31/2024

Approved By:

Date:

**Byron-Bethany Irrigation District  
Check Register**

**For the Period From Dec 1, 2024 to Dec 31, 2024**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Acc	Amount
47032	12/3/24	Alhambra Water Service	1010C	227.17
47033	12/3/24	California Advocates	1010C	7,500.00
47034	12/3/24	California Welding Supply	1010C	210.00
47035	12/3/24	California Dept. of Tax & Fee Administr	1010C	7,496.95
47036	12/3/24	City of Brentwood	1010C	512.65
47037	12/3/24	City of Tracy	1010C	147.06
47038	12/3/24	Beckley, Inc	1010C	20.00
47039	12/3/24	Fleet Crew	1010C	1,709.00
47040	12/3/24	Foley & Lardner LLP	1010C	10,000.00
47041	12/3/24	Hazen & Sawyer	1010C	28,337.61
47042	12/3/24	Holt of California	1010C	2,781.32
47043	12/3/24	Home Depot Credit Services	1010C	1,413.24
47044	12/3/24	J-COMM Inc	1010C	7,000.00
47045	12/3/24	JRP Historical Consulting, LLC	1010C	934.79
47046	12/3/24	Laurina Rocha	1010C	150.00
47047	12/3/24	Lingo	1010C	159.24
47048	12/3/24	McCauley Ag Services	1010C	156.00
47049	12/3/24	City of Mountain House	1010C	703.76
47050	12/3/24	Pacific Gas & Electric 2085	1010C	7,523.11
47051	12/3/24	Pacific Gas & Electric 4120	1010C	4,618.10
47052	12/3/24	Pitney Bowes Global Financial Svcs, LLC	1010C	182.54
47053	12/3/24	PWRPA	1010C	24,691.38
47054	12/3/24	Provost & Prichard Consulting Group	1010C	40,799.35
47055	12/3/24	Quality Communications	1010C	462.95
47056	12/3/24	Safeguard Business Systems	1010C	935.64
47057	12/3/24	Stericycle, Inc.	1010C	300.30
47058	12/3/24	Surety Mobile Drug Testing	1010C	318.96
47059	12/3/24	Western Area Power Administration	1010C	2,687.74
47060	12/3/24	U.S. BANK, NATIONAL ASSOCIATION	1010C	7,600.00
47061	12/3/24	Pacific Gas & Electric WSSA	1010C	113.75
47062	12/10/24	ACWA Joint Powers Insurance Authority	1010C	53,427.87
47063	12/10/24	AgTerra Technologies, Inc.	1010C	1,050.00

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

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Acc	Amount
47064	12/10/24	Central Valley Community Bank	1010C	12,590.06
47065	12/10/24	Julia Gavrilenko	1010C	104.92
47066	12/10/24	Mizuno Consulting, Inc.	1010C	2,187.50
47067	12/10/24	Petty Cash	1010C	59.32
47068	12/10/24	Aptim Environmental& Infrastructure LLC	1010C	16,000.00
47069	12/10/24	Comcast	1010C	121.74
47070	12/10/24	Tracy Delta Solid Waste Management, Inc	1010C	163.43
47071	12/10/24	UniFirst Corporation	1010C	976.66
47072	12/10/24	Wienhoff Drug Testing	1010C	595.00
47073	12/10/24	Brentwood Ace Hardware	1010C	95.43
47074	12/10/24	I Spy Vision	1010C	450.00
47075	12/10/24	CENCAL Auto & Truck Parts Inc.	1010C	613.69
47076	12/10/24	Plus IT, Inc.	1010C	511.60
47077	12/10/24	Ramos Oil Co., Inc.	1010C	4,655.84
47078	12/10/24	Dornoch Inc.	1010C	2,090.19
47079	12/10/24	SWRCB Accounting Office	1010C	3,630.00
47080	12/10/24	Ilona Ruiz	1010C	168.49
47081	12/10/24	Laurina Rocha	1010C	100.00
47082	12/10/24	Pacific Gas & Electric WSSA	1010C	94.96
47083	12/10/24	Creative Outdoor Environments, Inc.	1010C	1,400.00
47084	12/10/24	Somach, Simmons & Dunn	1010C	85,906.21
47085	12/18/24	Asbury Environmental Services	1010C	55.00
47086	12/18/24	AT&T	1010C	197.80
47087	12/18/24	AT & T Mobility	1010C	536.27
47088	12/18/24	Bay Alarm Company	1010C	863.46
47089	12/18/24	Bureau of Reclamation	1010C	93,650.53
47090	12/18/24	Campora Propane Service	1010C	286.74
47091	12/18/24	CoreLogic Solutions, LLC	1010C	319.00
47092	12/18/24	Foley & Lardner LLP	1010C	10,000.00
47093	12/18/24	Hazen & Sawyer	1010C	16,825.00
47094	12/18/24	Quality Communications	1010C	462.95
47095	12/18/24	Target Specialty Products	1010C	28,660.19

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

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Acc	Amount
47096	12/18/24	Wagner & Bonsignore CCE	1010C	236.25
47097	12/18/24	Wells Fargo Financial Leasing	1010C	494.25
47098	12/18/24	Ilona Ruiz	1010C	56.95
47099	12/19/24	Exponent, Inc.	1010C	7,963.50
47100	12/19/24	Julia Gavrilenko	1010C	32.83
47101	12/19/24	Rossana Talavera	1010C	1,925.00
47102	12/19/24	UniFirst Corporation	1010C	295.88
47103	12/19/24	Brentwood Ace Hardware	1010C	39.10
47104	12/19/24	Beckley, Inc	1010C	328.25
47105	12/19/24	Brentwood Auto Parts Inc	1010C	44.55
47106	12/19/24	CENCAL Auto & Truck Parts Inc.	1010C	226.07
47107	12/19/24	Ramos Oil Co., Inc.	1010C	2,882.45
47108	12/19/24	Edwin R. Pattison Jr.	1010C	359.74
<b>Total</b>				<b><u>513,427.28</u></b>

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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/1/24	10440271 120124	Bottled Water Deliveries on 11/13/24	227.17	
12/1/24	10440271 120124	Alhambra Water Service		227.17
12/1/24	241085	Monthly Managed Services - 15 PkC/Laptop, 3 Servers	449.10	
12/1/24	241085	Plus IT, Inc.		449.10
12/1/24	30025304	Garbage Service WSSA - Service address: 20100 Wicklund, Tracy, CA - December 2024	163.43	
12/1/24	30025304	Tracy Delta Solid Waste Management, Inc		163.43
12/1/24	829215163X12092024	Mobile Data plan & Usage for the Period: 11/2/2024 - 12/1/2024 WSSA, Account #829215163	152.33	
12/1/24	829215163X12092024	AT & T Mobility		152.33
12/2/24	12-24-214	Professional Legal Services - November 2024 - Water Rights	236.25	
12/2/24	12-24-214	Wagner & Bonsignore CCE		236.25
12/2/24	120224	Communications, Outreach and Public Affairs for December 2024	4,900.00	
12/2/24	120224	Website Services for December 2024	2,100.00	
12/2/24	120224	J-COMM Inc		7,000.00
12/2/24	237BBID1124	PWRPA - ASA Power for the Period of November 2024	24,007.18	
12/2/24	237BBID1124	PWRPA P3 - Funding for the Period of November 2024	684.20	
12/2/24	237BBID1124	PWRPA		24,691.38
12/3/24	2024-11	Consulting and/or Professional Services for the period of: November 2024 - Water Rate Analysis & Development, LV & Sisk Dam Expansions, Storage of MH's SSJID	2,187.50	
12/3/24	2024-11	Mizuno Consulting, Inc.		2,187.50
12/3/24	21870759	Monitoring Fee - Fire & Sprinkler Inspection Services 1/1/2025 - 3/31/2025	863.46	
12/3/24	21870759	Bay Alarm Company		863.46
12/3/24	218892	General Maintenance & Repair Materials - Screws & Fasteners	33.56	
12/3/24	218892	Brentwood Ace Hardware		33.56
12/3/24	25-0310	Renewal of MIF/Strider Account Management Plus Administrator License and SprayLogger Annual Licenses for Use of SprayLogger Program	1,050.00	
12/3/24	25-0310	AgTerra Technologies, Inc.		1,050.00
12/3/24	November 2024	Janitorial Fee For: 11/2/24, 11/16/24, 11/30/24 - WSSA	150.00	
12/3/24	November 2024	Laurina Rocha		150.00
12/4/24	12042024	11/19/24 Board Meeting Snacks	72.09	
12/4/24	12042024	Mileage Reimbursement	32.83	
12/4/24	12042024	Julia Gavrilenko		104.92
12/4/24	12042024	Brentwood Ace Hardware - Butane Fuel & Commercial PVC		
12/4/24	12042024	Angle Blade Plug - BSD	19.32	
12/4/24	12042024	CCC Recorder - Lien Release Fees	20.00	
12/4/24	12042024	CCC Recorder - Lien Release Fees	20.00	
12/4/24	12042024	Petty Cash		59.32
12/4/24	2025Benefits0704624	January 2025		
12/4/24	2025Benefits0704624	ALV01 - Director Health Benefits	2,073.58	
12/4/24	2025Benefits0704624	ALV01 - Director Dental Benefits	68.97	
12/4/24	2025Benefits0704624	ALV01 - Director Vision Benefits	18.56	
12/4/24	2025Benefits0704624	ALV01 - Director Life Benefits	9.50	
12/4/24	2025Benefits0704624	ALV01 - Director Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	CER01 - O&M Health Benefits	928.58	
12/4/24	2025Benefits0704624	CER01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	CER01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	CER01 - O&M Life Benefits	35.12	
12/4/24	2025Benefits0704624	CER01 - O&M Employee Assistance Program	2.48	

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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/4/24	2025Benefits0704624	DAV01 - O&M Health Benefits	928.58	
12/4/24	2025Benefits0704624	DAV01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	DAV01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	DAV01 - O&M Life Benefits	13.13	
12/4/24	2025Benefits0704624	DAV01 - O&M Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	FAR01 - O&M Health Benefits	1,555.19	
12/4/24	2025Benefits0704624	FAR01 - O&M Health Benefits Liability	518.39	
12/4/24	2025Benefits0704624	FAR01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	FAR01 - O&M Dental Benefits Liability	36.13	
12/4/24	2025Benefits0704624	FAR01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	FAR01 - O&M Life Benefits	39.26	
12/4/24	2025Benefits0704624	FAR01 - O&M Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	GAV01 - Admin Health Benefits	928.58	
12/4/24	2025Benefits0704624	GAV01 - Admin Dental Benefits	32.84	
12/4/24	2025Benefits0704624	GAV01 - Admin Vision Benefits	18.56	
12/4/24	2025Benefits0704624	GAV01 - Admin Life Benefits	34.00	
12/4/24	2025Benefits0704624	GAV01 - Admin Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	RUI01 - Admin Health Benefits	928.58	
12/4/24	2025Benefits0704624	RUI01 - Admin Dental Benefits Liability	36.13	
12/4/24	2025Benefits0704624	RUI01 - Admin Dental Benefits	32.84	
12/4/24	2025Benefits0704624	RUI01 - Admin Vision Benefits	18.56	
12/4/24	2025Benefits0704624	RUI01 - Admin Life Benefits	13.13	
12/4/24	2025Benefits0704624	RUI01 - Admin Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	MAG10 - Director Health Benefits	2,747.49	
12/4/24	2025Benefits0704624	MAG10 - Director Dental Benefits	128.32	
12/4/24	2025Benefits0704624	MAG10 - Director Vision Benefits	18.56	
12/4/24	2025Benefits0704624	MAG10 - Director Life Benefits	7.10	
12/4/24	2025Benefits0704624	MAG10 - Director Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	MAG11 - Director Health Benefits	1,036.79	
12/4/24	2025Benefits0704624	MAG11 - Director Dental Benefits	68.97	
12/4/24	2025Benefits0704624	MAG11 - Director Vision Benefits	18.56	
12/4/24	2025Benefits0704624	MAG11 - Director Life Benefits	9.50	
12/4/24	2025Benefits0704624	MAG11 - Director Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	MAR01 - O&M Health Benefits	2,108.19	
12/4/24	2025Benefits0704624	MAR01 - O&M Health Benefits Liability	702.73	
12/4/24	2025Benefits0704624	MAR01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	MAR01 - O&M Dental Benefits Liability	36.13	
12/4/24	2025Benefits0704624	MAR01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	MAR01 - O&M Life Benefits	70.95	
12/4/24	2025Benefits0704624	MAR01 - O&M Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	MAR02 - O&M Health Benefits	1,405.46	
12/4/24	2025Benefits0704624	MAR02 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	MAR02 - O&M Dental Benefits Liability	36.13	
12/4/24	2025Benefits0704624	MAR02 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	MAR02 - O&M Life Benefits	12.08	
12/4/24	2025Benefits0704624	MAR02 - O&M Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	MEH01 - O&M Health Benefits	1,405.46	
12/4/24	2025Benefits0704624	MEH01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	MEH01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	MEH01 - O&M Life Benefits	66.05	
12/4/24	2025Benefits0704624	MEH01 - O&M Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	NAV01 - O&M Health Benefits	1,405.46	
12/4/24	2025Benefits0704624	NAV01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	NAV01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	NAV01 - O&M Life Benefits	13.52	

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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/4/24	2025Benefits0704624	NAV01 - O&M Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	ORO01 - O&M Health Benefits	1,755.02	
12/4/24	2025Benefits0704624	ORO01 - O&M Health Benefits Liability	826.43	
12/4/24	2025Benefits0704624	ORO01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	ORO01 - O&M Dental Benefits Liability	95.48	
12/4/24	2025Benefits0704624	ORO01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	ORO01 - O&M Life Benefits	17.44	
12/4/24	2025Benefits0704624	ORO01 - O&M Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	PAT01 - Admin Health Benefits	1,892.14	
12/4/24	2025Benefits0704624	PAT01 - Admin Health Benefits Liability	855.35	
12/4/24	2025Benefits0704624	PAT01 - Admin Dental Benefits	32.84	
12/4/24	2025Benefits0704624	PAT01 - Admin Dental Benefits Liability	95.48	
12/4/24	2025Benefits0704624	PAT01 - Admin Vision Benefits	18.56	
12/4/24	2025Benefits0704624	PAT01 - Admin Life Benefits	104.00	
12/4/24	2025Benefits0704624	PAT01 - Admin Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	PER01 - Director Health Benefits	1,036.79	
12/4/24	2025Benefits0704624	PER01 - Director Dental Benefits	32.84	
12/4/24	2025Benefits0704624	PER01 - Director Vision Benefits	18.56	
12/4/24	2025Benefits0704624	PER01 - Director Life Benefits	7.10	
12/4/24	2025Benefits0704624	PER01 - Director Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	PET10 - Director Health Benefits	1,036.79	
12/4/24	2025Benefits0704624	PET10 - Director Dental Benefits	68.97	
12/4/24	2025Benefits0704624	PET10 - Director Vision Benefits	18.56	
12/4/24	2025Benefits0704624	PET10 - Director Life Benefits	10.25	
12/4/24	2025Benefits0704624	PET10 - Director Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	PET01 - Admin Health Benefits	1,555.19	
12/4/24	2025Benefits0704624	PET01 - Admin Health Benefits Liability	518.39	
12/4/24	2025Benefits0704624	PET01 - Admin Dental Benefits	32.84	
12/4/24	2025Benefits0704624	PET01 - Admin Dental Benefits Liability	36.13	
12/4/24	2025Benefits0704624	PET01 - Admin Vision Benefits	18.56	
12/4/24	2025Benefits0704624	PET01 - Admin Life Benefits	54.17	
12/4/24	2025Benefits0704624	PET01 - Admin Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	RES01 - O&M Health Benefits	928.58	
12/4/24	2025Benefits0704624	RES01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	RES01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	RES01 - O&M Life Benefits	26.00	
12/4/24	2025Benefits0704624	RES01 - O&M Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	SHA01 - Admin Health Benefits	1,755.02	
12/4/24	2025Benefits0704624	SHA01 - Admin Health Benefits Liability	826.43	
12/4/24	2025Benefits0704624	SHA01 - Admin Dental Benefits	32.84	
12/4/24	2025Benefits0704624	SHA01 - Admin Dental Benefits Liability	95.48	
12/4/24	2025Benefits0704624	SHA01 - Admin Vision Benefits	18.56	
12/4/24	2025Benefits0704624	SHA01 - Admin Life Benefits	152.00	
12/4/24	2025Benefits0704624	SHA01 - Admin Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	CLA01 - O&M Health Benefits	1,392.87	
12/4/24	2025Benefits0704624	CLA01 - O&M Health Benefits Liability	464.29	
12/4/24	2025Benefits0704624	CLA01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	CLA01 - O&M Dental Benefits Liability	36.13	
12/4/24	2025Benefits0704624	CLA01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	CLA01 - O&M Life Benefits	25.52	
12/4/24	2025Benefits0704624	CLA01 - O&M Employee Assistance Program		2.48
12/4/24	2025Benefits0704624	TUS15 - Director Health Benefits	2,073.58	
12/4/24	2025Benefits0704624	TUS15 - Director Dental Benefits	68.97	
12/4/24	2025Benefits0704624	TUS15 - Director Vision Benefits	18.56	
12/4/24	2025Benefits0704624	TUS15 - Director Life Benefits	9.77	



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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/4/24	2025Benefits0704624	TUS15 - Director Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	VAZ01 - O&M Health Benefits	1,755.02	
12/4/24	2025Benefits0704624	VAZ01 - O&M Health Benefits Liability	826.43	
12/4/24	2025Benefits0704624	VAZ01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	VAZ01 - O&M Dental Benefits Liability	95.48	
12/4/24	2025Benefits0704624	VAZ01 - O&M Vision Benefits	18.56	
12/4/24	2025Benefits0704624	VAZ01 - O&M Life Benefits	34.00	
12/4/24	2025Benefits0704624	VAZ01 - O&M Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	VEG01 - O&M Health Benefits	1,755.02	
12/4/24	2025Benefits0704624	VEG01 - O&M Health Benefits Liability	826.43	
12/4/24	2025Benefits0704624	VEG01 - O&M Dental Benefits	32.84	
12/4/24	2025Benefits0704624	VEG01 - O&M Dental Benefits Liability	36.13	
12/4/24	2025Benefits0704624	VEG01 - Admin Vision Benefits	18.56	
12/4/24	2025Benefits0704624	VEG01 - O&M Life Benefits	25.16	
12/4/24	2025Benefits0704624	VEG01 - O&M Employee Assistance Program	2.48	
12/4/24	2025Benefits0704624	Arnaudo - Retiree Health Benefits	512.45	
12/4/24	2025Benefits0704624	Bedford - Retiree Health Benefits	1,024.90	
12/4/24	2025Benefits0704624	Carson - Retiree Health Benefits	512.45	
12/4/24	2025Benefits0704624	Griffith - Retiree Health Benefits	1,036.79	
12/4/24	2025Benefits0704624	KAG01 - Retiree Health Benefits	512.45	
12/4/24	2025Benefits0704624	Kleinert - Retiree Health Benefits	1,024.90	
12/4/24	2025Benefits0704624	Kopp - Retiree Health Benefits	512.45	
12/4/24	2025Benefits0704624	Martinez - Retiree Health Benefits	1,024.90	
12/4/24	2025Benefits0704624	Pombo - Retiree Health Benefits	1,549.24	
12/4/24	2025Benefits0704624	Serpa - Retiree Health Benefits	1,036.79	
12/4/24	2025Benefits0704624	Shoemaker - Retiree Health Benefits	512.45	
12/4/24	2025Benefits0704624	Zahn - Retiree Health Benefits	512.45	
12/4/24	2025Benefits0704624	ACWA Joint Powers Insurance Authority		53,427.87
		Annual Permit Fee for Period 7/1/2024 - 6/30/2025 - Aquatic		
12/4/24	WD-0281698	Pesticide	3,630.00	
12/4/24	WD-0281698	SWRCB Accounting Office		3,630.00
12/5/24	0174582	Unleaded (\$2.859 per gallon)	558.02	
12/5/24	0174582	Ramos Oil Co., Inc.		558.02
		Pacific Gas & Electric Charges Account #4159610850-0		
12/5/24	12052024	10/29/24 - 11/26/24	94.96	
12/5/24	12052024	Pacific Gas & Electric WSSA		94.96
12/5/24	2360125338	DHQ Janitorial Supplies	40.71	
12/5/24	2360125338	Weekly Uniform Service for the week ending 11/21/2024	113.12	
12/5/24	2360125338	UniFirst Corporation		153.83
12/6/24	126729	Annual Consortium Membership for 2025	595.00	
12/6/24	126729	Wienhoff Drug Testing		595.00
		Ricoh Copier Rental (Contract #603-0227169-000; Serial		
12/6/24	5032391414	#3129RA00486; Model IM C4500) 12/1/24-12/31/24	494.25	
12/6/24	5032391414	Wells Fargo Financial Leasing		494.25
		Mobile Data plan & Usage for the Period: 12/8/2024 -		
12/7/24	287253183134X121524	1/7/2025; Account #287253183134	536.27	
12/7/24	287253183134X121524	AT & T Mobility		536.27
12/9/24	0175108	Red Dyed Diesel (\$3.167 per gallon)	1,357.83	
12/9/24	0175108	Ramos Oil Co., Inc.		1,357.83
		Engineering and/or Professional Services for the period of		
12/9/24	20134-000-68	11/1/24 - 11/30/24 - General On Call Engineering Services	10,980.00	
		(Project #20134-001)		

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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/9/24	20134-000-68	Engineering and/or Professional Services for the period of 11/1/24 - 11/30/24 - DCSC (Project 20134-015-200) Toll Brothers-Tracy Lakes	215.00	
12/9/24	20134-000-68	Engineering and/or Professional Services for the period of 11/1/24 - 11/30/24 - DCSC (Project 20134-015-201) LPV Quitclaim	255.00	
12/9/24	20134-000-68	Engineering and/or Professional Services for the period of 11/1/24 - 11/30/24 - DCSC (Project 20134-015-203) Prologis	946.25	
12/9/24	20134-000-68	Engineering and/or Professional Services for the period of 11/1/24 - 11/30/24 - DCSC (Project 20134-015-204) Triway Development	2,652.50	
12/9/24	20134-000-68	Engineering and/or Professional Services for the period of 11/1/24 - 11/30/24 - Wicklund Pump Station Replacement Feasibility Study (Project 20134-016)	1,365.00	
12/9/24	20134-000-68	Engineering and/or Professional Services for the period of 11/1/24 - 11/30/24 - Agricultural Water Management Plan (Project 20134-013)	157.50	
12/9/24	20134-000-68	Hazen & Sawyer		16,825.00
12/9/24	3022645	Professional Legal Services (General) - November 2024	40,988.33	
12/9/24	3022645	Somach, Simmons & Dunn		40,988.33
12/9/24	3022646	Professional Legal Services (OCAP Litigation) - November 2024	92.00	
12/9/24	3022646	Somach, Simmons & Dunn		92.00
12/9/24	3022647	Professional Legal Services (Curtailments) - November 2024	9.93	
12/9/24	3022647	Somach, Simmons & Dunn		9.93
12/9/24	3022648	Professional Legal Services (Legislation) - November 2024	769.00	
12/9/24	3022648	Somach, Simmons & Dunn		769.00
12/9/24	3022649	Professional Legal Services (CVP Issues) - November 2024	1,564.00	
12/9/24	3022649	Somach, Simmons & Dunn		1,564.00
12/9/24	3022650	Professional Legal Services (Employment) - November 2024	1,078.00	
12/9/24	3022650	Somach, Simmons & Dunn		1,078.00
12/9/24	3022651	Professional Legal Services (Coordinated Petitions) - November 2024	22,046.73	
12/9/24	3022651	Somach, Simmons & Dunn		22,046.73
12/9/24	3022652	Professional Legal Services (Toll Brothers) - November 2024	431.00	
12/9/24	3022652	Somach, Simmons & Dunn		431.00
12/9/24	3022653	Professional Legal Services (Prologis) - November 2024	2,043.00	
12/9/24	3022653	Somach, Simmons & Dunn		2,043.00
12/9/24	3022654	Professional Legal Services (DCP Water Right Change Petition) - November 2024	11,598.22	
12/9/24	3022654	Somach, Simmons & Dunn		11,598.22
12/9/24	3022655	Professional Legal Services (LVE) - November 2024	5,094.00	
12/9/24	3022655	Somach, Simmons & Dunn		5,094.00
12/9/24	3022656	Professional Legal Services (Edwards Annexation) - November 2024	54.00	
12/9/24	3022656	Somach, Simmons & Dunn		54.00
12/9/24	3022657	Professional Legal Services (The RV Owner) - November 2024	138.00	
12/9/24	3022657	Somach, Simmons & Dunn		138.00
12/9/24	50968897	Professional Services regarding Strategic Counseling - Services through November 30, 2024	10,000.00	
12/9/24	50968897	Foley & Lardner LLP		10,000.00
12/9/24	December 2024	Janitorial Fee For: 12/4/24, 12/28/24 - WSSA	100.00	
12/9/24	December 2024	Laurina Rocha		100.00
12/10/24	000022715321	WSSA Shop Phone Service 11/10/2024 - 12/9/2024	68.74	

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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/10/24	000022715321	Acct #9391053473		
12/10/24	000022715321	AT&T		68.74
12/10/24	000022715322	WSSA Office Phone Service 11/10/2024 - 12/9/2024	129.06	
12/10/24	000022715322	Acct #9391053474		
12/10/24	000022715322	AT&T		129.06
12/10/24	12102024	File Folders, envelopes, pens	168.49	
12/10/24	12102024	Ilona Ruiz		168.49
12/10/24	12102024	Janitorial Fee For: 11/26, 12/2, 12/10, 12/11, 12/13, and 12/17/24	1,800.00	
12/10/24	12102024	Janitorial Fee For: 12/10 (Modular Home)	125.00	
12/10/24	12102024	Rossana Talavera		1,925.00
12/10/24	2412-112	Landscape Grounds Maintenance for the period of: December 2024	1,050.00	
12/10/24	2412-112	Creative Outdoor Environments, Inc.		1,050.00
12/10/24	2412-113	Landscape Grounds Maintenance for the period of: December 2024 - WSSA Office	350.00	
12/10/24	2412-113	Creative Outdoor Environments, Inc.		350.00
12/10/24	505714	Construction Maintenance Equipment Supplies for Ditch Witch	54.39	
12/10/24	505714	Brentwood Ace Hardware		54.39
12/10/24	INVP501714642	Cleantraxx, Roundup, and Seed Oil	15,327.44	
12/10/24	INVP501714642	Target Specialty Products		15,327.44
12/10/24	INVP501714646	20 2.5gal Jugs of Dimension	13,332.75	
12/10/24	INVP501714646	Target Specialty Products		13,332.75
12/12/24	0175949	Unleaded (\$2.954 per gallon) Red Dyed Diesel (\$3.248 per gallon)	1,524.62	
12/12/24	0175949	Ramos Oil Co., Inc.		1,524.62
12/12/24	121224-785	Ag Water Reclamation Charge	58,769.16	
12/12/24	121224-785	M&I Water Reclamation Charge	15,628.80	
12/12/24	121224-785	CVPIA Ag Restoration Charge	18,161.00	
12/12/24	121224-785	CVPIA M&I Restoration Charge	1,091.57	
12/12/24	121224-785	Contract No. 14-06-200-785-LTR1-P		
12/12/24	121224-785	Bureau of Reclamation		93,650.53
12/12/24	2360126803	DHQ Janitorial Supplies	40.69	
12/12/24	2360126803	Weekly Uniform Service for the week ending 12/12/2024	107.54	
12/12/24	2360126803	UniFirst Corporation		148.23
12/12/24	1500-01154588	Used Metal Oil & Gasoline Filters	55.00	
12/12/24	1500-01154588	Asbury Environmental Services		55.00
12/13/24	1-25621	Tire Swap & Rotation on Unit #92-20	328.25	
12/13/24	1-25621	Beckley, Inc		328.25
12/13/24	INVP501717110	Cleantraxx, Roundup, and Seed Oil	19,526.07	
12/13/24	INVP501717110	Target Specialty Products		19,526.07
12/13/24	INVP501717180	Teton Algaecide/Herbicide	73,406.25	
12/13/24	INVP501717180	Target Specialty Products		73,406.25
12/15/24	INV-6198	Monthly Service Charge for DHQ Landlines - December 2024	462.95	
12/15/24	INV-6198	Quality Communications		462.95
12/16/24	0084454-IN	Annual flow meters calibration/verification service on 8/8/24	1,900.00	
12/16/24	0084454-IN	Tesco Controls, LLC		1,900.00
12/16/24	114709	Battery	226.07	
12/16/24	114709	CENCAL Auto & Truck Parts Inc.		226.07
12/16/24	12162024	The Band Performance at BBID's 2024 Season's Greetings Bash	1,800.00	
12/16/24	12162024	Scott Bell		1,800.00
12/17/24	114809	Belt Drive Tensioner, Windshield wash - Unit #71-11	121.37	

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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/17/24	114809	CENCAL Auto & Truck Parts Inc.		121.37
12/17/24	34250140	Monthly Service Charge for DHQ Landlines (Account #412466572)	311.73	
12/17/24	34250140	Lingo		311.73
12/17/24	581602	Professional Legal Services - Period Ending: 11/22/2024 BBID Water Rights Consulting; Project #: 2101802.000	7,963.50	
12/17/24	581602	Exponent, Inc.		7,963.50
12/18/24	12182024	Mileage and Expense Reimbursement for: 10/18/2024 - 12/20/2024	56.95	
12/18/24	12182024	Ilona Ruiz		56.95
12/18/24	12182024	Pacific Gas & Electric Charges Account #9158717444-1 - 11/16/24-12/17/24	368.34	
12/18/24	12182024	Pacific Gas & Electric WSSA		368.34
12/18/24	124758	Vehicle Repair and Maintenance - Tire Air Chuck & Oil Filters	44.55	
12/18/24	124758	Brentwood Auto Parts Inc		44.55
12/18/24	13690781	Monthly Pest Control Service at BBID: 12/18/2024	76.00	
12/18/24	13690781	McCauley Ag Services		76.00
12/18/24	219318	General Maintenance & Repair Materials - Black Spray & Yellow Salt Pellets for WSSA	39.10	
12/18/24	219318	Brentwood Ace Hardware		39.10
12/18/24	8009264370	Shred It Service Dates: 11/19/24, 12/3/24	450.56	
12/18/24	8009264370	Stericycle, Inc.		450.56
12/19/24	0177137	Unleaded (\$2.980 per gallon)	845.72	
12/19/24	0177137	Ramos Oil Co., Inc.		845.72
12/19/24	12192024	Mileage Reimbursement	32.83	
12/19/24	12192024	Julia Gavrilenko		32.83
12/19/24	12192024	Beverages for 2024 BBID Holiday Party	359.74	
12/19/24	12192024	Edwin R. Pattison Jr.		359.74
12/19/24	2360128351	DHQ Janitorial Supplies	40.69	
12/19/24	2360128351	Weekly Uniform Service for the week ending 12/19/2024	106.96	
12/19/24	2360128351	UniFirst Corporation		147.65
12/19/24	55587	On-site Service - Laptop Setup	562.50	
12/19/24	55587	Plus IT, Inc.		562.50
12/20/24	12202024	Welding Supplies for Welding Shop	193.54	
12/20/24	12202024	Shop Supplies - Sprayway Cleaner, Simple Green, Microfiber Towels	126.80	
12/20/24	12202024	DHQ Maintenance Supplies - Batteries & Gloves	235.69	
12/20/24	12202024	Home Depot Credit Services		556.03
12/20/24	EO&M000030125	FY2026 CVP O&M Program 3rd Billing	8,600.00	
12/20/24	EO&M000030125	U.S. BANK, NATIONAL ASSOCIATION		8,600.00
12/21/24	71827382	Utility Services for WSSA	140.97	
12/21/24	71827382	Account #2004100 - 5023784		
12/21/24	71827382	City of Tracy		140.97
12/23/24	30671	Bearing Seal Replacement for Raw Water Pump Station	7,235.04	
12/23/24	30671	Don Pedro Pump		7,235.04
12/26/24	2360129723	DHQ Janitorial Supplies	106.92	
12/26/24	2360129723	Weekly Uniform Service for the week ending 12/19/2024	106.96	
12/26/24	2360129723	UniFirst Corporation		213.88
12/27/24	0178317	Unleaded (\$3.113 per gallon)	166.17	
12/27/24	0178317	Ramos Oil Co., Inc.		166.17
12/27/24	12272024	Pacific Gas & Electric Charges Account #4120785230 Irrigation Pump-Walnuts for Service Period 11/19/2024 - 12/19/2024	21.36	

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

Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
12/27/24	12272024	Pacific Gas & Electric Charges Account #4122301135 Sandhu MP17.59 for Service Period 11/19/2024 - 12/19/2024	47.92	
12/27/24	12272024	Pacific Gas & Electric Charges Account #4120100230 WO DM C OTL for Service Period 11/19/2024 - 12/19/2024	21.36	
12/27/24	12272024	Pacific Gas & Electric Charges Account #4120785189 Spatafore AT DM C & Lammers Rd for Service Period 11/19/2024 - 12/19/2024	21.36	
12/27/24	12272024	Pacific Gas & Electric Charges Account #4120785354 Tatla MP19.15 Chrisman Road for Service Period 11/19/2024 - 12/19/2024	44.44	
12/27/24	12272024	Pacific Gas & Electric Charges Account #4129023266 Delta Mendota Canal for Service Period 11/19/2024 - 12/19/2024	28.39	
12/27/24	12272024	Pacific Gas & Electric Charges Account #412684479 Pumping Cost for Well on Corral Hollow for Service Period 11/19/2024 - 12/19/2024	504.05	
12/27/24	12272024	Pacific Gas & Electric 4120		688.88
12/27/24	48103	Meters maintenance & repair	4,837.93	
12/27/24	48103	TechnoFlo Systems		4,837.93
12/27/24	NNPB000031224R	Restoration on WAPA Power for the Month of December 2024	2,634.07	
12/27/24	NNPB000031224R	Western Area Power Administration		2,634.07
12/29/24	10440271 122924	Bottled Water Deliveries on 12/11/24, 12/23/24	554.04	
12/29/24	10440271 122924	Alhambra Water Service		554.04
12/29/24	2513	Quarterly Pigeon Abatement	375.00	
12/29/24	2513	Avitec Bird Control Inc.		375.00
12/30/24	12302024	Pacific Gas & Electric Charges Account #7267502832 490 Hoffman Ln for Period: 11/21/2024 - 12/22/2024	681.72	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2085093362 6P N/Marsh Creek Rd for Period: 11/21/2024 - 12/22/2024	57.07	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2085093666 WS Bethany Canal 3P for Period: 11/21/2024 - 12/22/2024	31.25	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2085093230 SIM34 N/S Hwy 4 OPP: 11/21/2024 - 12/22/2024	27.78	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2085093194 W SPRR S Hoffman Ln for Period: 11/21/2024 - 12/22/2024	22.05	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2080801459 2200 Hoffman Ln for Period: 11/21/2024 - 12/22/2024	113.31	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2086930222 2200 Hoffman Ln Pump Station: 11/21/2024 - 12/22/2024	1,054.07	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2085093357 7777 Bruns Rd for Period: 11/21/2024 - 12/22/2024	191.51	
12/30/24	12302024	Pacific Gas & Electric Charges Account #2084691543 Herdlyn Rd & Byron Rd: 11/21/2024 - 12/22/2024	39.16	
12/30/24	12302024	Pacific Gas & Electric 2085		2,217.92
12/30/24	12302024	Prepay Postage - Meter Account Number 43913623	500.00	
12/30/24	12302024	Pitney Bowes Bank Inc. Reserve Account		500.00
12/30/24	12302024	Adobe - Monthly Adobe Subscription	24.98	
12/30/24	12302024	Microsoft Subscription	187.50	
12/30/24	12302024	Directv - Satellite Service for the period 11/28/2024 - 1/27/2025	233.98	
12/30/24	12302024	SiriusXM	43.21	
12/30/24	12302024	Mister Car Wash	32.99	
12/30/24	12302024	UC Davis - AB 589 (Bigelow): Water diversion: monitoring and reporting training (Ed, Sr, & David)	105.00	

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

<u>Date</u>	<u>Invoice/CM #</u>	<u>Line Description</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
12/30/24	12302024	Taqueia La Mexicana - Meeting w/David	27.94	
12/30/24	12302024	2024 ACWA Fall Conference & Expo - Ed & Nader	2,629.33	
12/30/24	12302024	Silver Legacy Hotel, NV - CVP Project	147.55	
12/30/24	12302024	Shell - Diesel for Unit #92-21	83.45	
12/30/24	12302024	Christmas Trees	147.00	
12/30/24	12302024	In-N-Out - Lunch for O&M picking up Christmas Trees	41.03	
12/30/24	12302024	On Point Mobile - Christmas Party	1,035.00	
12/30/24	12302024	Safeway - Christmas Party	229.49	
12/30/24	12302024	The Sixth Stree Diner - Meeting w/Dr. Burt	79.40	
12/30/24	12302024	O'Reilly Auto Parts - Wipers for Vehicles	147.13	
12/30/24	12302024	Aantex Pest Control	500.00	
12/30/24	12302024	Ace Hardware	6.45	
12/30/24	12302024	Zephyr Grill & Bar - Holiday Bash	3,318.00	
12/30/24	12302024	Trader Joe's - 12/10/24 Board Meeting	68.19	
12/30/24	12302024	American Crane School - Cameron Davis	2,795.00	
12/30/24	12302024	Chewy	86.40	
12/30/24	12302024	Panda Express - John Deere Meeting	45.31	
12/30/24	12302024	Tracy Valley Cleaners	435.00	
12/30/24	12302024	J.Milano - Parts for Unit #92-21	71.85	
12/30/24	12302024	76 Fuel - Unit #92-21 weigh in	14.00	
12/30/24	12302024	B&B Truck Crane - Air Filter for Unit #92-21	128.00	
12/30/24	12302024	Splashtop - Remote-desktop software and remote support software	198.00	
12/30/24	12302024	Costco & Walmart - Holiday Bash	385.77	
12/30/24	12302024	Amazon.com - Ice Maker Machine	1,891.66	
12/30/24	12302024	Amazon.com - Light Fixtures - PS1S	618.75	
12/30/24	12302024	Amazon.com - First Aid Kits Refund		57.56
12/30/24	12302024	Amazon.com - 2 Laptops	1,477.32	
12/30/24	12302024	Amazon.com - Battery for Dell Inspiron, Wireless Mouse, Laptop Bag	123.41	
12/30/24	12302024	Amazon.com -	173.99	
12/30/24	12302024	NomadInternet - WSSA Pump House Office Monthly Internet Service	204.90	
12/30/24	12302024	Central Valley Community Bank		17,679.42
12/30/24	2412-207	Aerating and over-seeding to promote within lawn areas - WSSA	550.00	
12/30/24	2412-207	Creative Outdoor Environments, Inc.		550.00
12/30/24	2412-208	Aerating and over-seeding to promote within lawn areas - DHQ	1,200.00	
12/30/24	2412-208	Creative Outdoor Environments, Inc.		1,200.00
12/31/24	191076	Service on Unit #70-16, Check Engine Light - Performed Multi-Point Inspection, Mount & Balance Four Tires	2,542.92	
12/31/24	191076	Dornoch Inc.		2,542.92
12/31/24	199885	Welding Supplies	217.00	
12/31/24	199885	California Welding Supply		217.00
12/31/24	2024-12	Consulting and/or Professional Services for the period of: December 2024 - Water Rate Analysis & Development, LV & Sisk Dam Expansions, Monthly Water Delivery	5,512.50	
12/31/24	2024-12	Mizuno Consulting, Inc.		5,512.50
12/31/24	4748260	Contract Usage Charge for 10/1/2024 - 12/31/2024 BBID	134.95	
12/31/24	4748260	UBEO West LLC		134.95
12/31/24	NNPB000031224	WAPA Power for the Month of December 2024 - Regular	4,855.65	
12/31/24	NNPB000031224	Western Area Power Administration		4,855.65
			<b>509,331.97</b>	<b>509,331.97</b>



# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON, GENERAL MANAGER

DATE: JANUARY 21, 2025

SUBJECT: OPERATING AND CAPITAL BUDGET AND WAGE SCHEDULE FOR  
CALENDAR YEAR 2025

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## RECOMMENDATION

Staff recommends adoption of the resolution approving the Calendar Year 2025 Operating and Capital Budget and Wage Schedule.

## 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.

The draft budget, capital improvement plan, and wage schedule has been presented to the Board of Directors on multiple occasions for review and discussion. The Finance Committee met to review the draft budget package on November 21, 2024, with the full Board of Directors reviewing the draft budget package at its December board meeting. The result of the review is to support the draft budget as presented and provide employees a four-percent cost of living adjustment to wages based on the bay area consumer price index. Water rates for 2025 will be brought to the Board for approval at an upcoming meeting once Central Valley Project rates are confirmed in February.

## **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 slight deficit budget with a Total District Operations Budget of \$11,029,138, as compared to last year's operating budget of \$10,173,011, and a Total Capital Outlay of \$3,185,922, as compared to last year's capital outlay of 3,182,846, for a total 2023 Budget Expenditure of \$14,215,060 compared to last year's approved total budget of \$13,355,857, which represents an increase in total budget expenditures of \$859,203. Total Estimated Revenue for 2025 is \$13,718,484, leaving a budget deficit estimated at \$496,575, assuming all board approved positions are filled. The expectation is four of the six approved positions will not be filled during 2025 leaving a balanced budget. Any water transfer revenue in 2025 is not included in the budget as it is too early to predict what if any and how much revenue BBID should anticipate.

## **ATTACHMENTS**

Calendar Year 2025 Operating and Capital Budget and Wage Schedule  
Resolution 2025-1 Adopting Budget for Calendar Year 2025



Byron Bethany Irrigation District  
PROPOSED 2025 BUDGET

SALARIES & WAGES	2024 Approved	Un-Audited 11/20/2024	2025 Proposed
Operations & Maintenance	2,578,714	1,647,688	2,697,965
Administration	1,109,972	678,373	1,531,813
<b>TOTAL SALARIES &amp; WAGES</b>	<b>3,688,686</b>	<b>2,326,061</b>	<b>4,229,778</b>
<b>EXPENDITURES</b>			
Source of Supply	126,000	82,348	118,000
Pumping/Supplemental Water	1,307,500	1,878,776	1,390,000
Operations, Engineering & Maintenance	1,298,300	1,180,864	1,443,000
General and Administrative	3,752,525	2,163,748	3,848,360
<b>TOTAL EXPENDITURES</b>	<b>6,484,325</b>	<b>5,305,735</b>	<b>6,799,360</b>
<b>TOTAL DISTRICT OPERATIONS</b>	<b>10,173,011</b>	<b>7,631,796</b>	<b>11,029,138</b>
<b>CAPITAL OUTLAY/DEBT SERVICE</b>			
BBJPA Series 2017 (P&I)	266,853	266,852	270,142
BBJPA Series 2018 (P&I)	427,686	426,599	427,580
BBPFA Series 2021 (P&I)	488,307	488,303	488,200
Capital Outlay Expenditures	2,000,000	731,162	2,000,000
<b>TOTAL CAPITAL OUTLAY</b>	<b>3,182,846</b>	<b>1,912,916</b>	<b>3,185,922</b>
<b>TOTAL BUDGET EXPENDITURES</b>	<b>13,355,857</b>	<b>9,544,712</b>	<b>14,215,060</b>
<b>ESTIMATED REVENUE</b>			
Property Tax Revenue	6,338,000	3,168,186	6,621,900
BBSA Water Sales	885,176	921,879	920,500
Mountain House CSD (RWSA1)	1,072,575	964,801	1,200,000
Tracy Hills (RWSA2)	316,414	316,414	316,414
WSSA Water Sales	906,715	899,624	910,000
Standby BBSA & WSSA	222,639	223,291	222,639
CVPSA Standby	217,468	213,431	213,431
Drainage Agreements	56,305	55,555	55,555
CVPSA Water Sales	839,645	1,485,563	1,266,015
Out of District Water Sales	0	2,886,209	0
Construction Water	20,000	50,570	30,000
Interest Earnings	800,000	1,269,559	1,500,000
Accounts Receivables	1,970,280	2,414,806	462,030
<b>TOTAL ESTIMATED REVENUE</b>	<b>13,645,217</b>	<b>14,869,889</b>	<b>13,718,484</b>
<b>TOTAL BUDGET BALANCE +/-</b>	<b>\$ 289,360</b>	<b>\$ 5,325,177</b>	<b>\$ (496,575)</b>

Byron-Bethany Irrigation District  
PROPOSED 2025 BUDGET

<b>SALARIES General &amp; Administration</b>		<b>2024 Approved</b>	<b>Un-Audited 11/20/2024</b>	<b>2025 Proposed</b>
6000	General Manager	\$ 293,519	\$ 258,168	\$ 319,142
4337	Assistant General Manager	\$ 225,000	\$ 39,231	\$ 265,200
6022	Water Resources Specialist	\$ -	\$ -	\$ 155,000
6011	Senior Administrative Analyst	\$ 108,925		\$ 108,925
6002	Administration Support	\$ 273,208	\$ 162,683	\$ 242,860
6003	Admin Part Time	\$ 2,000	\$ -	\$ -
6005	Admin Other Compensation	\$ 110,827	\$ 38,659	\$ 86,010
6006	Health Insurance	\$ 88,083	\$ 58,848	\$ 126,878
6007	Dental Insurance	\$ 1,970	\$ 1,543	\$ 2,759
6008	Vision Insurance	\$ 1,114	\$ 872	\$ 1,559
6009	Retirement (PERS)	\$ 149,863	\$ 64,370	\$ 100,730
6010	Worker's Comp	\$ 5,000	\$ 2,087	\$ 5,000
6014	Social Security	\$ 42,045	\$ 25,063	\$ 67,320
6015	Medicare	\$ 9,833	\$ 7,351	\$ 15,744
6016	Life Insurance	\$ 1,730	\$ 2,085	\$ 5,104
6017	Longevity	\$ 2,340	\$ 2,070	\$ 2,655
6018	Incentive Pay - License.	\$ 520	\$ 460	\$ 520
6021	Vehicle Stipend	\$ -	\$ 1,000	\$ 6,500
6025	Employee Relations (Admin)	\$ 500	\$ 485	\$ 500
6030	State Unemployment Insurance	\$ 3,000	\$ 1,126	\$ 3,000
6040	FUTA Tax	\$ 1,000	\$ 450	\$ 1,000
6236	Pension Fund - 457b	\$ 14,658	\$ 11,745	\$ 15,207
6240	State Employee. Training Tax	\$ 200	\$ 75	\$ 200
<b>TOTAL SALARIES/BENEFITS</b>		<b>\$ 1,335,334</b>	<b>\$ 678,373</b>	<b>\$ 1,531,813</b>

		<b>2024 Approved</b>	<b>Un-Audited 11/20/2024</b>	<b>2025 Proposed</b>
6100	Office Supplies	\$ 7,000	\$ 4,057	\$ 7,000
4330	Bond Continuing Compliance	\$ 15,000	\$ 16,800	\$ 18,000
6101	Payroll Services	\$ 7,500	\$ 6,444	\$ 8,000
6106	Postage	\$ 1,800	\$ 1,411	\$ 1,800
6108	Printing, Forms, Maps	\$ 2,500	\$ -	\$ 1,500
6112	Printing (Legal)	\$ 800	\$ -	\$ 800
6116	Telephone	\$ 15,000	\$ 8,829	\$ 15,000
6120	Bank Fees	\$ 300	\$ 36	\$ 200
6230	Employee Assist Program-Dir	\$ 179	\$ 164	\$ 179
6230A	Employee Assist Program-Admin	\$ 149	\$ 168	\$ 208
6231	Cyber Liability Program	\$ 1,870	\$ 1,826	\$ 2,000
6232	Admin Liability Insurance	\$ 31,810	\$ 37,281	\$ 42,000
6233	Property Insurance	\$ 67,000	\$ 74,034	\$ 77,000
6234	Office Equip./Lease	\$ 12,500	\$ 9,071	\$ 12,500
6238	Retiree's Health Insurance	\$ 99,774	\$ 90,084	\$ 118,244
6302	Directors Expense	\$ 23,400	\$ 6,963	\$ 15,000
6303	Directors Benefits	\$ 117,544	\$ 106,668	\$ 117,529
6304	District Official's Expense	\$ 30,000	\$ 26,959	\$ 35,000
6310	Legal Services	\$ 2,679,000	\$ 1,292,829	\$ 2,784,000

Byron-Bethany Irrigation District  
PROPOSED 2025 BUDGET

6310A Legal Services (CVPSA)	\$	76,000	\$	22,223	\$	40,000
6312 Auditing	\$	46,000	\$	40,820	\$	45,000
6313 Actuarial Expense - OPEB	\$	8,500	\$	5,000	\$	8,500
6314 Election Expense	\$	1,000	\$	-	\$	1,000
6315 Record Retention Program	\$	250	\$	-	\$	250
6328 Rental Unit	\$	2,000	\$	-	\$	2,000
6330 Permits Dues & Subscriptions	\$	55,000	\$	53,143	\$	57,000
6330A Permits Dues & Subs WSSA	\$	4,200	\$	3,352	\$	4,200
6331 Admin Cont. Education	\$	10,000	\$	2,336	\$	10,000
6332 Recording Fees	\$	250	\$	165	\$	250
6333 Interest Expense	\$	193,845	\$	192,754	\$	-
6340 Hardware/Software/License Fees	\$	110,000	\$	71,743	\$	100,000
6340A Hardware/Software WSSA	\$	2,000	\$	874	\$	2,000
6342 Public Outreach	\$	78,800	\$	76,171	\$	78,800
6343 Website	\$	25,400	\$	21,277	\$	25,400
6345 State/Federal Representation	\$	215,000	\$	183,020	\$	215,000
6350 Human Resources Consulting	\$	5,000	\$	-	\$	3,000
Sub-Total G & A	\$	3,752,525	\$	2,163,748	\$	3,848,360
<b>TOTAL G &amp; A BUDGET</b>	\$	<b>5,087,859</b>	\$	<b>2,842,121</b>	\$	<b>5,380,173</b>

Byron Bethany Irrigation District  
PROPOSED 2025 BUDGET

OPERATIONS & MAINTENANCE SOURCE OF SUPPLY	2024 Approved	Un-Audited 11/20/2024	2025 Proposed
4311 Transformer/Transmission Lines/Poles Maint	\$ 25,000	\$ -	\$ 20,000
4315 SLDMWA Membership Assessment	\$ 55,000	\$ 34,277	\$ 40,000
4316 Engineering/Electrical	\$ 6,000	\$ 13,595	\$ 15,000
4317 SWRCB Fees	\$ 40,000	\$ 34,476	\$ 43,000
<b>TOTAL SOURCE OF SUPPLY</b>	<b>\$ 126,000</b>	<b>\$ 82,348</b>	<b>\$ 118,000</b>

PUMPING/SUPPLEMENTAL WATER	2024 Approved	Un-Audited 11/20/2024	2025 Proposed
4007A BOR AG	\$ 340,000	\$ 704,435	\$ 500,000
4008A BOR M/I	\$ 49,000	\$ 42,714	\$ 40,000
4009A CVPSA Restoration (M&I)	\$ 51,000	\$ 18,329	\$ 18,000
4010A CVPSA Restoration (Ag)	\$ 85,000	\$ 161,813	\$ 162,000
4011A SLDMWA O&M	\$ 96,000	\$ 121,396	\$ 122,000
4011B SLDMWA OM WSSA	\$ 4,000	\$ -	\$ 2,000
4017A USBR Trinity PUD Assess REIMB	\$ 1,500	\$ 610	\$ 615
4319 Supplemental Water Purchase	\$ 50,000	\$ 82,386	\$ 50,000
4319A Recycled Water Purchase WSSA	\$ 25,000	\$ -	\$ 15,000
4320 Pump Maintenance	\$ 60,000	\$ 9,881	\$ 37,000
4321 Pump/Motor Lube	\$ 1,500	\$ -	\$ 1,500
4322 SCADA/Telemetry-Auto Control	\$ 120,000	\$ 18,408	\$ 110,000
4323 Motor Maintenance	\$ 20,000	\$ -	\$ 20,000
4324 PWRPA Power	\$ 450,000	\$ 250,394	\$ 365,000
4325 PG&E Power	\$ 276,000	\$ 312,896	\$ 371,500
4326 Emergency Generators	\$ 25,000	\$ 20,145	\$ 25,000
4328 WAPA Power	\$ 250,000	\$ 125,592	\$ 180,000
4328A WAPA Restoration	\$ 30,000	\$ 9,777	\$ 15,000
<b>TOTAL PUMPING/SUPPLEMENTAL WATER</b>	<b>\$ 1,307,500</b>	<b>\$ 1,878,776</b>	<b>\$ 1,390,000</b>

OPERATIONS & MAINTENANCE	2024 Approved	Un-Audited 11/20/2024	2025 Proposed
4232 O & M Liability Insurance	\$ 48,000	\$ 55,921	\$ 59,000
4369 Canal Maintenance	\$ 35,000	\$ 12,807	\$ 25,000
4370 Station Maintenance	\$ 21,000	\$ 6,775	\$ 21,000
4371 Laterals/Structures/Pipeline Maintenance	\$ 10,000	\$ 1,365	\$ 10,000
4372 Materials/Hardware/Fasteners	\$ 20,000	\$ 31,421	\$ 25,000
4373 Sub Laterals/Pipeline	\$ 15,000	\$ 8,990	\$ 15,000
4374 Canal Gate Maint.	\$ 14,000	\$ 5,170	\$ 14,000
4375 Surface Drains	\$ 5,000	\$ -	\$ 5,000
4376 Tile Drains	\$ 2,500	\$ -	\$ 2,500
4377 Canal Crossings	\$ 2,000	\$ -	\$ 2,000
4379 Communications	\$ 27,000	\$ 23,110	\$ 28,500
4380 Small Tools & Equipment	\$ 10,000	\$ 5,006	\$ 10,000
4381 Building Maintenance	\$ 41,500	\$ 34,156	\$ 41,500
4381B Landscaping/Repairs Maintenance	\$ 21,300	\$ 16,085	\$ 21,300
6114A WSSA Utilities	\$ 4,500	\$ 3,473	\$ 4,500

Byron Bethany Irrigation District  
PROPOSED 2025 BUDGET

4381C Fire System	\$ 9,000	\$ 8,004	\$ 9,500
4381D Alarm System	\$ 7,000	\$ 2,063	\$ 7,000
4381E HVAC	\$ 5,500	\$ 2,515	\$ 5,500
4381F Janitorial Service & Supplies	\$ 22,300	\$ 24,386	\$ 26,000
4381H Pest Management	\$ 1,700	\$ 1,209	\$ 2,000
4382 Uniforms	\$ 11,200	\$ 10,110	\$ 12,500
4383 Shop Supplies	\$ 16,500	\$ 4,728	\$ 12,000
4383A Welding Shop & Supplies	\$ 5,500	\$ 9,214	\$ 10,000
4383B Meter Shop & Supplies	\$ 1,000	\$ -	\$ 1,000
4384 Vehicle Maintenance	\$ 35,000	\$ 29,475	\$ 36,000
4385 Construction Equip. Maint.	\$ 26,000	\$ 22,789	\$ 27,000
4386 Fuel/Lube/Oil Tires	\$ 105,000	\$ 104,527	\$ 120,000
4386A Mileage Reimbursement	\$ 1,000	\$ 642	\$ 1,200
4386B Waste Oil Disposal	\$ 1,000	\$ 100	\$ 1,000
4387 Canal Fences	\$ 2,500	\$ -	\$ 2,500
4388 Rodent Control	\$ 2,500	\$ 4,297	\$ 5,000
4389 Right of Way Weed Control	\$ 30,000	\$ 31,886	\$ 50,000
4390 Weed Burning	\$ 4,000	\$ 602	\$ 4,000
4391 Aquatic Weed Control	\$ 100,000	\$ 50,817	\$ 90,000
4392 Road Maint. & Right of Way	\$ 10,000	\$ 713	\$ 5,000
4393 Water Quality Testing	\$ 5,000	\$ -	\$ 5,000
4394 Flow Meters Repairs	\$ 8,500	\$ 17,702	\$ 24,000
4395 Safety Supplies/Equipment/	\$ 12,000	\$ 10,876	\$ 15,000
4396 Worker Safety Training	\$ 4,500	\$ 52	\$ 4,500
4397 Physical Exams/DOT/Drug Testing	\$ 4,000	\$ 1,722	\$ 4,000
4398 Engineering	\$ 500,000	\$ 596,986	\$ 600,000
4398C GSA Implementation	\$ 63,000	\$ 17,756	\$ 40,000
4399 Continuing Education	\$ 15,000	\$ 13,895	\$ 25,000
4402 Permits/Licenses (CVPSA)	\$ 1,000	\$ -	\$ 1,000
4500 Propane Facilities	\$ 2,500	\$ 870	\$ 2,500
4502 Refuse/Disposal	\$ 4,500	\$ 3,579	\$ 4,500
4503 Bottled Water Service	\$ 4,800	\$ 5,070	\$ 6,000
<b>OPERATIONS &amp; MAINTENANCE</b>	<b>\$ 1,298,300</b>	<b>\$ 1,180,864</b>	<b>\$ 1,443,000</b>

<b>SALARIES O &amp; M LABOR</b>	<b>2024 Approved</b>	<b>Un-Audited 11/20/2024</b>	<b>2025 Proposed</b>
4338 O&M Employee Relations	\$ 1,500	\$ 734	\$ 1,500
4340A WWTF Chief Operator	\$ 35,000	\$ -	\$ 20,000
4341 O&M Labor	\$ 1,202,069	\$ 894,608	\$ 1,509,571
4342 O&M Part Time Labor	\$ -	\$ -	\$ -
4343 O&M Other Compensation	\$ 222,994	\$ 97,167	\$ 230,409
4344 Health Ins.	\$ 273,235	\$ 190,481	\$ 310,817
4345 Dental Ins.	\$ 5,911	\$ 4,532	\$ 6,699
4346 Vision Ins.	\$ 3,341	\$ 2,561	\$ 3,786
4347 Retirement (PERS)	\$ 301,498	\$ 235,545	\$ 284,285
4348 Worker's Comp.	\$ 53,000	\$ 36,476	\$ 53,000

Byron Bethany Irrigation District  
PROPOSED 2025 BUDGET

4349 Medicare	\$ 21,355	\$ 15,813	\$ 23,932
4350 Social Security	\$ 89,140	\$ 67,614	\$ 101,088
4351 Life Insurance	\$ 3,590	\$ 2,861	\$ 6,381
4352 Incentive Pay-Longevity	\$ 9,235	\$ 8,080	\$ 9,360
4353 Incentive Pay-Licenses	\$ 1,430	\$ 4,045	\$ 6,630
4354 Overtime	\$ 130,000	\$ 86,654	\$ 130,000
4357 Employee Assistance Program	\$ 417	\$ 517	\$ 506
<b>TOTAL SALARIES O &amp; M LABOR</b>	<b>\$ 2,353,715</b>	<b>\$ 1,647,688</b>	<b>\$ 2,697,965</b>
<b>TOTAL OPERATIONS &amp; MAINTENANCE</b>	<b>\$ 5,085,515</b>	<b>\$ 4,789,675</b>	<b>\$ 5,648,965</b>

**2025 Wage Schedule – Current Employees** (effective 1-1-2025)

<u>NAME</u>	<u>TITLE</u>	<u>Wages Hourly</u>	<u>Wages Annual</u>
E. Pattison	General Manager	\$ 146.63	\$ 304,980 <sup>a</sup>
N. Shareghi	Assistant General Manager	\$ 127.50	\$ 265,200 <sup>a</sup>
D. Vaz	O & M Supervisor	\$ 76.37	\$ 158,850
J. Resendes	Fleet/Facility Maintenance Safety Coordinator	\$ 62.83	\$ 130,686
R. Martinez Sr.	Water Distribution Operator Lead Worker	\$ 51.69	\$ 107,515
S. Mehring	Water Distribution Operator III	\$ 48.03	\$ 99,902
R. Vega	Water Distribution Operator III	\$ 50.43	\$ 104,894
R. Martinez Jr.	Water Distribution Operator II	\$ 35.84	\$ 74,547
M. Cervantes	Water Distribution Operator I	\$ 37.63	\$ 78,270
M. Navejas	Water Distribution Operator I	\$ 37.63	\$ 78,270
R. Orozco	Water Distribution Operator II	\$ 50.43	\$ 104,894
B. Farmer	Construction Maintenance Worker III	\$ 42.53	\$ 88,462
N. Clark	Construction Maintenance Worker II	\$ 38.57	\$ 80,226
C. Davis	Construction Maintenance Worker II	\$ 41.49	\$ 86,299
C. Perez	Secretary	\$ 44.65	\$ 46,436
J. Gavrilenko	Accountant	\$ 52.95	\$ 110,136
I. Ruiz	Accounting Tech. / Board Secretary	\$ 41.49	\$ 86,299
B. Mizuno	Water Resources Specialist	\$ 71.65	\$ 149,032 <sup>b</sup>
J. Padilla	Water Distribution Operator I	\$ 30.22	\$ 62,858 <sup>b</sup>

<sup>a</sup> Per employee contract between BBID and employee as approved by the BBID Board of Directors

<sup>b</sup> Effective 1-13-2025



**RESOLUTION 2025-1**

**ADOPTION OF THE 2025 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 2025, attached hereto and incorporated herein by reference, be adopted as follows:

<b>SALARIES &amp; WAGES</b>	
Operations & Maintenance	2,697,965
Administration	1,531,813
<b>TOTAL WAGES</b>	<b>\$ 4,229,778</b>
<b>EXPENDITURES</b>	
Operations, Supply, Engineering & Maintenance	2,951,000
General & Administrative	3,848,360
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,799,360</b>
<b>TOTAL DISTRICT OPERATIONS</b>	<b>\$ 11,029,138</b>
<b>CAPITAL OUTLAY</b>	
BBJPA Series 2017	270,142
BBJPA Series 2018	427,580
BBPFA Series 2021 (P&I)	488,200
Capital Improvement	2,000,000
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 3,185,922</b>
<b>TOTAL PROJECTED BUDGET EXPENDITURES</b>	<b>\$ 14,215,060</b>
<b>TOTAL PROJECTED BUDGET REVENUE</b>	<b>\$ 13,718,484</b>

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of Byron Bethany Irrigation District on January 21, 2025 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 January 21, 2025 at which time a quorum was present, and no motion to amend or rescind the above resolution was made.

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Ilona Ruiz, Board Secretary



# BYRON-BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: EDWIN PATTISON

DATE: JANUARY 21, 2025

SUBJECT: EXCLUSIVE NEGOTIATING AGREEMENT FOR A POTENTIAL SOLAR PROJECT

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## **RECOMMENDATION**

Authorize the District's General Manager and general counsel to negotiate the terms of an Exclusive Negotiating Agreement (Agreement) with Private Public Infrastructure Group, LLC, a California limited liability company (PPIG) relating to the construction of a solar energy project.

## **DISCUSSION**

PPIG approached the District with interest in exploring a potential solar energy project (Project) to be constructed over a portion of the Wicklund Cut, and presented the District's General Manager with a draft agreement. The District is authorized under the Water Code to provide electricity within its boundaries. The agreement contemplates the future construction of the Project and provides PPIG with an exclusive right to conduct necessary due diligence to confirm the feasibility of the Project prior to negotiating in good faith subsequent agreements with the District addressing financing, construction, and operation of the Project.

## **BACKGROUND**

On July 30, 2021, Governor Newsom signed an emergency proclamation expediting clean energy projects to relieve demand on the electrical grid during extreme weather events. On April 25, 2024, the Governor proclaimed that California had achieved a major

clean energy victory with over 10,000 megawatts of battery storage in place. On April 4, 2024, the Governor announced that California will innovate to generate clean electricity while conserving water, and that Solar-Over-Canal projects will play a role in that effort.

**FISCAL IMPACT**

None.

**ATTACHMENTS**

Draft Exclusive Negotiating Agreement for a Potential Solar Project

**EXCLUSIVE NEGOTIATING AGREEMENT**

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the “*ENA*”) is dated as of November \_\_, 2024 (the “*Effective Date*”) and is entered into by and between Private Public Infrastructure Group, LLC, a California limited liability company (“*PPIG*”) and BYRON BETHANY IRRIGATION DISTRICT (“*District*”). PPIG and District are sometimes herein referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. On July 30, 2021, California’s Governor signed an emergency proclamation to expedite clean energy projects and relieve demand on the electrical grid during extreme weather events.
- B. On April 25, 2024, the Governor proclaimed that California had achieved a major clean energy victory with over 10,000 megawatts of battery storage in place.
- C. On April 4, 2024, the Governor announced that California would be pioneering innovations to generate clean electricity while conserving water, and that Solar-Over-Canal projects would be coming to California.
- D. California, through its Legislature, has set a goal to reach 100% clean electricity by 2045.
- E. To help achieve these goals and objectives, District and PPIG desire to work together in accordance with the terms and conditions set forth herein to define, entitle, develop, finance, install, and operate an energy generation project capable of generating a minimum of eight (8) MW annually to be constructed within District’s boundaries, including within the entirety of the right of way for District’s Wicklund Cut canal, and likely in the form of solar panels installed on, above and/or adjacent to such canal (the “*Solar Project*”). District and PPIG desire to enter into this ENA in order to: (1) provide an exclusive opportunity for PPIG to conduct further due diligence and evaluation regarding the Feasibility (as defined below) of the Solar Project (which will involve a significant financial investment on the part of PPIG and/or its financial partner(s)); (2) upon notice from PPIG to District, negotiate a mutually acceptable non-binding Memorandum of Understanding (“*MOU*”) to more precisely define the nature and scope of the Solar Project and to establish the key terms and conditions of the Master Agreement (as defined below); and (3) upon execution of the MOU by the Parties, negotiate a mutually acceptable binding agreement (the “*Master Agreement*”) that would include all terms and conditions required to fully implement the Solar Project, including the terms and conditions specified in the MOU. As used herein, “*Feasibility*” means PPIG’s due diligence review and evaluation of the scope, technical feasibility and economic viability of the Solar Project, as determined by PPIG. Should the Parties execute the MOU and thereafter negotiate the Master Agreement during the Term, it is anticipated that the MOU and the Master Agreement will include, among others, provisions for: (1) PPIG to agree to fund and/or attempt to procure funding for the costs associated with the design, environmental review, permitting, and construction of the Solar Project, including, without limitation, District’s actual costs incurred in connection therewith; (2) PPIG to agree to cause the Solar Project to be constructed by a

specified date, subject to specific timing parameters and milestones and further subject to any force majeure delays; (3) District's use of a portion of the energy produced by the Solar Project to reduce District's energy demands; and (4) the sale of the remainder of the energy produced by the Solar Project pursuant to a long-term (25-30 years) power offtake agreement for the Parties' mutual financial benefit.

F. For the reasons set forth above in these Recitals, the Parties desire to enter into this ENA so that District Staff ("**Staff**"), subject to the approval of District's Board of Directors ("**District Board**"), can enable PPIG to conduct the necessary due diligence to confirm the Feasibility of the Solar Project, following which, upon written notice from PPIG to District, the Parties will attempt to negotiate with diligence and in good faith (i) the terms of the MOU and (ii) following the execution of the MOU, the Master Agreement, in each case on an exclusive basis and prior to the Termination Date (as defined below).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

## **AGREEMENT**

1. **Term.** Unless otherwise terminated earlier pursuant to Sections (1)(a), 1(b), or 9(c) below, this ENA shall become effective on the Effective Date and shall remain in effect for two (2) calendar years thereafter, subject to the authority of District's General Manager, upon PPIG's request, to extend the term for up to two additional periods of one (1) year each pursuant to this Section 1 (such period, as so extended, the "**Term**"). District's General Manager shall approve any such extension request so long as s/he reasonably determines that reasonable progress is being made in the negotiations of the MOU or the Master Agreement, as the case may be, and that PPIG has operated in good faith to achieve its Performance Milestones (as defined below). The last day of the Term shall be referred to as the "**Termination Date**". On the Termination Date, this ENA shall automatically terminate except for any provisions set forth herein that expressly survive termination of this ENA, and District shall return all materials provided to District by PPIG pursuant to Section 2(c) below within five (5) days of the Termination Date. This Section 1 shall survive the Termination Date.

(a) Termination by PPIG. PPIG shall have the right to unilaterally terminate this ENA, without the need to show a District default, upon ten (10) days' prior written notice to District. Provided, however, that because of the substantial financial investment being made by PPIG in reliance on this ENA, District shall not have the right to unilaterally terminate this ENA except in the event of a PPIG default pursuant to Section 9(c) below.

(b) Termination as a Result of Parties Entering into Master Agreement. The intent of this ENA is to provide PPIG with the exclusive opportunity to further explore the Feasibility of the Solar Project and thereafter, following notice from PPIG to District, for the Parties to exclusively negotiate the MOU and the Master Agreement during the Term, with the goal that each of the MOU and the Master Agreement would be submitted for formal approval and execution by District Board and PPIG prior to the Termination Date. The Parties acknowledge and agree that a decision by District Board to (i) approve the MOU would not require environmental review under the California Environmental Quality Act ("**CEQA**") or the

National Environmental Protection Act (“*NEPA*”) and (ii) approve the Master Agreement would require compliance with CEQA, and may also require compliance with NEPA. At this early stage, the specific provisions of the MOU, the Master Agreement and/or the scope of the Solar Project are not yet known. However, if and to the extent the approval of the Master Agreement requires compliance with CEQA and/or NEPA prior to District Board taking any action on the Master Agreement, then the Parties agree that District shall do so. This ENA shall automatically terminate pursuant to Section 1 above upon the Master Agreement being executed by the Parties and becoming effective.

(c) Rights Following Termination. Upon the Termination of this ENA, neither Party shall have any further rights or obligations under this ENA, except as otherwise expressly provided herein. Unless a Master Agreement is approved by District Board and executed by both Parties, the Parties acknowledge and agree that following the Termination Date the Parties may pursue, in their respective discretion, any other arrangement regarding energy facilities that they each may deem desirable and/or appropriate.

**2. District Costs; PPIG Deposit.** Within ten (10) days of the execution of the MOU, PPIG shall deposit the amount of Thirty Thousand Dollars (\$30,000.00) (the “*Reimbursement Funds*”) with District. Within ten (10) days of this deposit, and monthly thereafter as needed, PPIG shall reimburse District for its actual out-of-pocket costs and expenses (including legal fees and consultant costs) incurred by District after the execution of the MOU in fulfilling its obligations under this ENA. These costs shall consist of the following: (i) negotiating and preparing the Master Agreement; (ii) conducting any necessary appraisals, economic consultants, attorneys, and other evaluations of the Solar Project and proposed transaction terms; (iii) District (non-attorney) staff time at Fifty Dollars (\$50) per hour, not exceeding a total of Seven Thousand Five Hundred Dollars (\$7,500.00) before proceeding with the Master Agreement; and (iv) CEQA compliance costs related consideration by District Board of the Master Agreement (collectively, the “*Reimbursable Costs*”). The Reimbursement Funds may be used by District to cover Reimbursable Costs incurred after the execution of the MOU to the extent not covered directly by PPIG. If the unapplied Reimbursement Funds are insufficient to cover accrued or anticipated Reimbursable Costs payable within the next thirty (30) days, PPIG shall replenish the funds within ten (10) days of a written demand by the District General Manager. District shall provide PPIG with a monthly accounting detailing the Reimbursable Costs covered by the Reimbursement Funds. Any Reimbursement Funds not used during the Term of the ENA shall be returned to PPIG, along with a final accounting, within thirty (30) business days after the Termination Date. This Section 2 shall survive the Termination Date. Subject to the final sentence of this Section 2, District reserves the right to defer evaluation of Solar Project submittals, halt staff and consultant work, and suspend negotiations if the Reimbursement Funds are insufficient to cover projected Reimbursable Costs. Once the funds are replenished, District shall promptly resume its work in accordance with its obligations under this ENA. All amounts paid to District as reimbursement for Reimbursable Costs shall be recouped by PPIG as provided for in the Master Agreement. Notwithstanding anything to the contrary in this Agreement, including, without limitation, this Section 2, PPIG shall not be required to reimburse or otherwise fund any Reimbursable Costs (i) in connection with the negotiation, approval and execution of the MOU or (ii) in excess of \$[ ] in connection with the negotiation, approval and execution of the Master Agreement.

3. **CEQA.** As mentioned in Section 1(b) above, the Parties acknowledge and agree that District Board's approval of the Master Agreement will require District, as the lead agency, to conduct an environmental review under CEQA. At this early stage, the specific terms of the Master Agreement are not yet determined. However, to the extent District is required to comply with CEQA before District Board takes any action on the Master Agreement, this may necessitate the preparation of reports and/or analyses for CEQA purposes (collectively referred to as the "*CEQA Documents*"). PPIG shall, at its own expense, fully cooperate with the District in preparing any CEQA Documents required in order for District to take action on the Master Agreement.

4. **District Board Not Bound.** The Parties acknowledge and agree that no Party is obligated to approve or enter into the MOU or the Master Agreement. Despite the approval of this ENA, each Party retains the right to reject any proposed MOU or Master Agreement at its sole and absolute discretion. In this context, PPIG explicitly agrees that District Board is not bound by any implied covenant of good faith and fair dealing as such covenant would relate to the approval or disapproval of any MOU or Master Agreement.

5. **Indemnity by PPIG.** Subject to Section 1(a) above, PPIG shall indemnify, defend, and hold harmless the District and its officers, directors, members, employees, agents, contractors, and affiliated entities from any and all claims, liabilities, damages, costs, and expenses arising from District's approval of this ENA, including any challenges based on CEQA noncompliance or other grounds. PPIG's obligations under this provision shall survive the Termination Date.

6. **Assignment.** PPIG represents and warrants that its undertakings pursuant to this ENA are for the purpose of developing the Solar Project and not for speculation, and PPIG recognizes that, in view of the importance of such a project to the general welfare of the District, the qualifications and identity of PPIG and its principals are of particular concern to District; therefore, this ENA may not be assigned by PPIG to any person or entity that is not an affiliate of PPIG without the prior express written consent of District Manager, which consent shall not be unreasonably withheld or delayed.

7. **Exclusive Good Faith Negotiations; Performance Milestones.**

(a) **Exclusivity of Negotiations.** During the Term, PPIG shall have the exclusive rights to evaluate the Feasibility of the Solar Project and to negotiate the MOU and Master Agreement with District. Consistent with the purposes of this ENA, during the Term, District shall not (i) solicit, initiate, facilitate, permit or encourage any individual or entity other than PPIG to perform any due diligence on or otherwise evaluate the Solar Project, including, without limitation, the Feasibility thereof, or (ii) participate in any discussions, conversations, negotiations or other communications regarding any offer, proposal, memorandum of understanding, term sheet or other understanding or agreement (whether in writing or not) relating to the Solar Project with individuals or entities other than PPIG and its advisors, including any communications relating to the MOU or the Master Agreement (or other agreements with similar purpose, terms or conditions). Notwithstanding anything to the contrary in the foregoing, the Parties acknowledge and agree that PPIG shall have at all times the right to perform due diligence on projects with other public agencies and to negotiate with such agencies

in respect thereof, as any such activities by PPIG shall not impair the ability of the Parties to fulfill their respective obligations with regard to the Solar Project under this ENA, the MOU or the Master Agreement.

(b) Good Faith Negotiations; Performance Milestones. Upon PPIG completing its evaluation of the Feasibility of the Solar Project, and if PPIG provides written notice to District of PPIG's decision to pursue the MOU, then PPIG and District Staff shall work together to negotiate the terms and conditions of the MOU. If the MOU is executed by the Parties following its approval by District Board, then PPIG and District Staff shall work together to negotiate the terms and conditions of the Master Agreement in accordance with the MOU. The Parties acknowledge and agree that various tasks must be performed during the Term to facilitate the timely good faith negotiations contemplated herein. To that end, subject to Section 1(a) above, the Parties shall use good faith and diligent efforts to meet the following "***Performance Milestones***":

(i) During the Term, PPIG, with District's cooperation, shall use good faith efforts to complete its evaluation of the Feasibility of the Solar Project, which may include, without limitation, discussions with relevant federal, state and local agencies related to, and appropriate evaluation of, any required water rights permit, Delta considerations, energy contracts, rights of ways, use restriction and related processes; evaluation of generation, storage, and transmission options for electrical power; evaluation of the ability to use federal or state facilities for further transmission; discussions with potential buyers of power; and/or discussions with relevant land owners regarding potential right(s) of way options. In connection with the foregoing, upon PPIG's request, District shall provide the approximate quantity of land that District anticipates will be involved in the Solar Project, which shall not be less than the total area of the Wicklund Cut right of way. District shall also grant PPIG representatives reasonable access to review current and planned Wicklund Cut Pump Station operations; and District shall inform PPIG of any lands owned by District that may be made available, as appropriate and allowed for under applicable laws, to facilitate implementation of the Solar Project (e.g., for rights of way, pumping, storage, power supply, and/or storage of said electrical power).

(ii) During the Term, provided the Parties have executed the MOU and mutually decided to proceed with negotiating the Master Agreement, PPIG shall make good faith efforts to secure private financing for the Solar Project. It is understood that except as otherwise provided in this ENA all financial risks associated with designing, permitting (including completing environmental reviews under CEQA and any required under NEPA), and constructing the Solar Project shall be borne solely by PPIG, subject to the terms and conditions of the Master Agreement including any potential cost sharing arrangement. Notwithstanding the foregoing, the Parties acknowledge that an approved and fully executed Master Agreement will be necessary to secure the final round of financing required for the Solar Project.

(iii) During the Term, provided the Parties have executed the MOU and mutually decided to proceed with negotiating the Master Agreement, PPIG shall make good faith efforts to secure long-term (25-30-year) buyers for the additional electrical power generated by the Solar Project. The purchase of this electrical power will be contingent upon the execution of the Master Agreement, the approval, construction, and implementation of the Solar Project, and the commencement of electrical power deliveries.



(iv) During the Term, provided the Parties have executed the MOU and mutually decided to proceed with negotiating the Master Agreement, PPIG shall provide District with a draft description of the anticipated PPIG and District components for the Solar Project, based on the information available at that time. During the Term, PPIG and District Staff shall collaborate to finalize the Solar Project description for inclusion in the Master Agreement.

(v) During the Term, PPIG and District shall collaboratively define the anticipated costs and timeline for the Solar Project. This iterative process will include appropriate consultations between District Staff, PPIG and its representatives, and third-party consultants throughout the Term.

(vi) During the Term, District and PPIG shall endeavor to confirm the list of anticipated entitlements, permits, and approvals from District and other government agencies necessary or desirable for the construction and implementation of the Solar Project, along with the related scope of environmental review.

(c) District Board Consideration of Any MOU or Master Agreement.

(i) The MOU shall become effective only after it has been considered and approved by District Board at a public hearing called for this purpose, and subsequently executed by both PPIG and District. Upon execution of the MOU, this ENA shall continue in full force and effect for the remainder of the Term.

(ii) The Master Agreement shall become effective only after it has been considered and approved by District Board at a public hearing called for this purpose, and subsequently executed by both PPIG and District. Upon execution of the Master Agreement by PPIG and District, this ENA shall, on the Effective Date of the Master Agreement, automatically terminate, and the Master Agreement shall thereafter govern the Parties' respective rights and obligations concerning the Solar Project.

(d) PPIG Provision of Materials, Including Technical and Financial Analysis. To limit, to the extent feasible, District's financial risk in entering into this ENA and any negotiations of the MOU and the Master Agreement, the Parties acknowledge and agree that PPIG will be responsible for preparing all pertinent data, analyses, and studies necessary or desirable for PPIG to conduct its evaluation of the Feasibility of the Solar Project and for the Parties to consider entering into the MOU and the Master Agreement, subject to District's review as appropriate. However, District shall make good faith efforts to make its Staff and third-party consultants available to PPIG for consultation as necessary or desirable during the Term. The Parties agree that these materials shall be kept confidential to the extent provided under Section 10 below and that none of these materials shall be used by the Parties except to achieve the purposes of this ENA. The obligations of Section 7(d) shall survive the termination of this ENA.

(e) District Staff Right to Negotiate; Anticipated Substantive Provisions. By approving this ENA, and subject to Section 11 below, District Board directs District Staff to negotiate the MOU and thereafter the Master Agreement with PPIG for the Solar Project, as outlined herein. The MOU and Master Agreement are expected to include mutually acceptable terms and conditions in the following substantive areas, among other standard contractual

provisions and any other provisions that are mutually acceptable to the Parties: (1) Confirmation of the scope of facilities to be funded and constructed as part of the Solar Project; (2) Identification of estimated costs to construct the Solar Project, including “soft costs” (design, permitting and related environmental review, management, and coordination) and “hard costs” (actual construction costs) (collectively, “*PPIG Costs*”); (3) PPIG’s agreement to fund the PPIG Costs, subject to acceptable terms, including those related to electrical power rights and sales, and identification of preconditions for funding and construction; (4) Solar Project timing milestones; (5) Risk mitigation strategies; (6) Appropriate cooperation provisions, including District’s provision of Staff and consultant time, access via public rights of way, and temporary construction easements; (7) Identification of construction management and inspection responsibilities; (8) Provisions addressing the Parties’ respective rights and obligations regarding electrical power rights and sales, and electrical power administration; and (9) Ultimate ownership of the Solar Project facilities and related operation and maintenance responsibilities.

**8. Access to District Lands to Negotiate Master Agreement.** Pursuant to Section 7(b)(i) above, District agrees to grant PPIG reasonable access to any District property or facilities necessary for its evaluation of the Feasibility of the Solar Project and for negotiating the MOU and the Master Agreement, provided PPIG presents reasonable evidence of adequate insurance coverage, naming District as an additional insured and waiving subrogation rights related to such access. PPIG shall defend, indemnify, and hold District harmless from all claims, liabilities, losses, damages, costs, and expenses arising from or related to this access, other than claims arising out of or related to District’s gross negligence or willful misconduct.

**9. Defaults and Remedies.**

(a) Default. In the event of a default, the non-defaulting Party shall provide written notice to the defaulting Party, specifying the nature of the default and the required action to cure it. If the default remains uncured fifteen (15) days after the defaulting Party receives such notice, the non-defaulting Party may exercise the remedies set forth in Section 9(b) or Section 9(c) below, as applicable.

(b) Exclusive Remedies for District Default. In the event of a default by District, PPIG shall provide written notice to the District, specifying the nature of the default and the required action to cure it. If the default remains uncured fifteen (15) days after District receives such notice, PPIG may terminate this ENA and exercise any other remedies available to PPIG at equity or law.

(c) Exclusive Remedies for PPIG Default. In the event of an uncured material default by PPIG, District’s sole and exclusive remedy shall be the termination of this ENA. However, PPIG’s obligation to reimburse District for Reimbursable Costs under Section 2(a) shall survive any such termination, and PPIG shall remain responsible for those reimbursement payments.

(d) Limitation on Damages. Neither Party shall be liable to the other for actual damages resulting from any default hereunder, except for PPIG’s obligations under Section 2(a) to reimburse District for Reimbursable Costs. Each Party expressly waives and releases any other

rights or claims it may have at law or in equity to recover monetary damages, including consequential, special, or punitive damages, from the defaulting Party.

(e) Survival of Termination. The Parties' rights and obligations under this Section 9 shall survive termination of this Agreement.

#### **10. Confidentiality of Information**

Any information provided by PPIG to District (whether in written, graphic, electronic, or any other form) (collectively, "**Confidential Information**") shall be subject to the provisions of this Section 10. Subject to the terms of this Section 10, District shall use good faith and diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as required by the California Public Records Act (Gov. Code § 6250 et seq.) or other applicable local, state, or federal disclosure laws (collectively, "**Public Disclosure Laws**"). Notwithstanding the preceding sentence, District may disclose Confidential Information to its officials, employees, agents, attorneys, and advisors, but only to the extent necessary to carry out the purpose for which the Confidential Information was disclosed, consistent with the rights and obligations provided herein. PPIG acknowledges that District has not made any representations or warranties that any Confidential Information District received from PPIG will be exempt from disclosure under any Public Disclosure Laws.

In the event District's legal counsel determines that the release of any Confidential Information is required by Public Disclosure Laws, or by order of a court of competent jurisdiction, District shall promptly notify PPIG in writing of District's intention to release the Confidential Information so that PPIG has the opportunity to evaluate whether to object to said disclosure and/or to take whatever steps it deems necessary or desirable to prevent disclosure. However, District shall have no obligation to delay disclosure if such delay might violate applicable law. If the District's attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, District shall redact, delete, or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released and notify PPIG of their actions.

PPIG acknowledges that in connection with District Board's consideration of any MOU or Master Agreement as contemplated by this ENA, District will need to present a summary of PPIG's anticipated costs and technical analysis to implement the Solar Project and the related revenue generation anticipated to result therefrom, along with such other information as may be reasonably required for a staff report accompanying the proposed MOU or Master Agreement. However, to the extent PPIG reasonably determines it is necessary to protect Confidential Information relating to financial, technical, and/or proprietary data, such information may be delivered directly to a third-party economic and/or technical consultant(s) (as appropriate), who shall sign a confidentiality agreement to prevent disclosure of the Confidential Information but who shall be permitted to provide District with a summary of said information consistent with the purposes of this ENA. If this ENA is terminated without the execution of a Master Agreement, District shall return to PPIG any and all Confidential Information upon the expiration of the two (2) year public record retention period required by the California Public Records Act.

If any litigation is filed seeking to make public any Confidential Information, District and PPIG shall defend the litigation at PPIG's cost, but such defense shall not require District to refrain from disclosure if that might violate applicable law.

This Section 10 shall survive termination of the ENA.

**11. Limitations of this ENA.**

This ENA (and any extension of the Term as provided under Section 1 above) does not obligate either District or PPIG to enter into an MOU or Master Agreement with any specific terms. By executing this ENA (and any extensions), District is not committing to any particular course of action regarding the entitlement and development of the Solar Project, and PPIG is not committing to pursue, fund, or construct the Solar Project or seek related land use entitlements. District's decision to enter into this ENA does not constitute a "project" under CEQA, and therefore no environmental review is required. The execution of this ENA by District and PPIG is merely an agreement to conduct a period of exclusive negotiations according to its terms, reserving for subsequent District action the final discretion and authority to decide whether to approve an MOU and thereafter a Master Agreement and all related proceedings, decisions, and determinations.

Any MOU or Master Agreement resulting from negotiations under this ENA shall become effective only after it has been considered and approved by District Board, following all legally required procedures, and executed by duly authorized representatives of District and PPIG. Until a Master Agreement is approved by District Board and executed by both Parties, no drafts, actions, deliverables, or communications arising from this ENA shall impose any legally binding obligation on either Party to enter into or support a Master Agreement or be used as evidence of any oral or implied agreement to enter into any other legally binding agreement.

This ENA, which pertains only to negotiating procedures and standards between District and PPIG, does not limit District's discretion in acting on any specific development applications for entitlements, permits, or approvals for the Solar Project (if and to the extent District has authority to do so). The Parties acknowledge that compliance with applicable environmental protection statutes (e.g., CEQA, and potentially NEPA) will be required in connection with the consideration of the Master Agreement and such entitlements, permits, and approvals to allow construction of the Solar Project. All costs of processing land use entitlements, approvals, and permits related to the Solar Project shall be borne by the Parties as specified in the Master Agreement.

**12. General Provisions.**

(a) Integration. This Agreement represents the sole, final, complete, exclusive, and integrated expression of the terms of this contract between the Parties concerning the subject matter addressed herein, superseding all prior negotiations, representations, or agreements, whether oral or written, related to the subject matter of this ENA.

(b) Construction and Interpretations. The Parties acknowledge and agree that this ENA has been negotiated, and each Party has had a full and fair opportunity to revise its terms.

(c) Severability. The invalidity, illegality, or unenforceability of any provision of this ENA shall not affect the enforceability, validity, or legality of the remaining provisions.

(d) Relationship of Parties. Neither PPIG nor its agents or contractors shall be considered agents of District in connection with the performance of PPIG's obligations under this ENA.

(e) Amendment. This ENA may be modified or amended only by a subsequent written agreement approved and executed by both Parties.

(f) Governing Law. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

(g) Notices. Any notice, invoice, or other communication required or permitted under this ENA shall be in writing and either served personally or sent by prepaid, first-class U.S. mail, addressed as follows:

PPIG: Private Public Infrastructure Group, LLC  
2850 Collier Canyon Road  
Livermore, CA 94551  
Attn: William J Miller

District: Byron Bethany Irrigation District  
7995 Bruns Road  
Byron, CA 94514-1625  
Attn: Edwin R. Pattison, General Manager

(h) Counterparts. This ENA and any and all amendments thereto may be executed in multiple counterparts, and all counterparts together shall be construed as one document.

(i) Authority to Execute. Each Party hereto expressly warrants and represents that it has the authority to execute this ENA on behalf of its respective entity and warrants and represents that it has the authority to bind its respective entity to the performance of its obligations hereunder.

(j) Captions. The caption headings and subsection headings provided herein are for convenience only and shall not affect the construction of this ENA.

(k) Recitals. The Recitals in this ENA constitute part of this ENA and each Party shall be entitled to rely on the truth and accuracy of each such Recital.

(l) Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BYRON BETHANY IRRIGATION DISTRICT

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Special Counsel to District

PRIVATE PUBLIC INFRASTRUCTURE  
GROUP, LLC

By: \_\_\_\_\_

William J Miller, Managing Partner



# BYRON BETHANY IRRIGATION DISTRICT STAFF REPORT

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TO: THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD

FROM: SOMACH, SIMMONS & DUNN

DATE: JANUARY 21, 2025

SUBJECT: QUITCLAIM COST REIMBURSEMENT AGREEMENT

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## RECOMMENDATION

Approve the form Quitclaim Cost Reimbursement Agreement (Agreement) that must be executed prior to Byron Bethany Irrigation District (District) staff, counsel, and/or consultants undertaking any action in response to a request made by a recorded owner of a parcel, which is subject to an easement held by the District, for the District to quitclaim its interest(s) therein.

## DISCUSSION

When the Board approves recording a quitclaim deed for an easement, BBID is relinquishing an interest in real property that benefits mostly – if not exclusively – the landowner. In all cases, the party requesting quitclaim deed (Applicant) must reimburse the District for its staff, legal, and engineering costs associated with the review, drafting, and recording of the deed (costs and fees). In some cases, the Board may also condition recording the quitclaim deed upon payment of the appraised value of its easement. Prior to the District processing a quitclaim deed request, however, an Applicant must execute the Agreement and pay the required \$3,000 deposit. The Agreement provides the processes through which the District will invoice the Applicant for the costs and fees incurred associated with the request. Upon the District Board of Director's (Board) approving the Agreement, District staff will execute the Agreement with the information specific to an Applicant (e.g., name, location of property, etc.) without

returning to the Board. Staff will return to the Board, however, for Board review and approval to execute any quitclaim deed that may result from the request.

The Board discussion in reviewing the Agreement includes at least the following issues: (1) whether the terms and conditions of the Agreement are clear and complete; (2) whether the reimbursement process captures the District's billing preferences and is accurately described; and (3) what, if any, amendments should be made to the Agreement prior to approval.

### **BACKGROUND**

The District holds numerous easements for water conveyance and delivery infrastructure throughout its service area. In response to growing requests to relinquish recorded easements, the District will consider requests from landowners to relinquish the District's interests in easements on a case-by-case basis. Provided the Board is satisfied that an easement is no longer necessary or useful to current or future District operations, the Board will generally approve recording a quitclaim deed for the easement. When the Board approves recording a quitclaim deed for an easement, BBID is relinquishing an interest in real property.

### **FISCAL IMPACT**

To be determined, but requiring private landowners to pay a portion or all of the District's expenses related to quitclaims should provide financial savings to BBID.

### **ATTACHMENTS**

Form Quitclaim Cost Reimbursement Agreement



## **BBID QUITCLAIM COST REIMBURSEMENT AGREEMENT**

**THIS QUITCLAIM COST REIMBURSEMENT AGREEMENT** (Agreement) is effective on the date it is duly executed by both [NAME], (Property Owner), and Byron Bethany Irrigation District (BBID), an irrigation district organized and existing under the laws of the State of California. This Agreement may refer to Property Owner and BBID individually as a “Party,” or collectively as “Parties.” The Parties must execute this Agreement before BBID will commence processing a quitclaim deed request.

### **RECITALS**

**WHEREAS**, Property Owner owns certain real property located in BBID’s service area as more specifically described as [XXX] County Assessor’s Parcel Number [APN number] (Property). The Property is subject to an easement interest held by BBID (Easement), which Property Owner now desires to eliminate;

**WHEREAS**, BBID generally relinquishes its interest in easements through executing a quitclaim deed;

**WHEREAS**, the BBID Board of Directors (Board) must approve all requests for quitclaiming BBID easements and may decline such requests to quitclaim such interests where it determines, in its sole and absolute discretion, that retaining the easement is in the best interest of BBID and its purposes;

**WHEREAS**, by executing this Agreement, the Property Owner understands that the process of preparing, reviewing, approving, and executing the quitclaim deed will result in BBID relinquishing an interest in real property that benefits mostly, if not exclusively, the Property Owner. Accordingly, this Agreement sets forth the terms and conditions by which a Property Owner shall reimburse BBID for all costs and fees incurred by BBID related to quitclaiming its interest in the Easement; and

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

#### **1.0 BBID Costs Reimbursement**

1.1 Reimbursement. BBID is entitled to reimbursement for the costs and fees it incurs in preparing, reviewing, approving, executing, and recording the quitclaim deed, including but not limited to BBID staff, engineering, consultant, and/or attorney (collectively, “BBID Personnel”) time, as well as recording and mailing fees and costs (Costs).

1.2 Payment for Property Interest Value. Depending upon the extent of an easement, the Board may condition recording the quitclaim deed upon payment of the appraised value of

its Easement. The Board will notify the Property Owner of its discretion to exercise this right as soon as practicable, which shall be prior to recording the quitclaim deed.

1.3 Deposit. Each request for a quitclaim deed must be accompanied by a \$3,000 deposit, which BBID will use to pay its Costs incurred in the process of preparing, reviewing, approving, executing, and recording the quitclaim. Because the quitclaim deed is for the express benefit of the Property Owner and not BBID's constituents at large, as a public agency, BBID must recover all Costs related to the request.

1.4 Commencement of Processing. BBID will not commence processing a quitclaim deed request until the applicant executes this Agreement and pays the required deposit of \$3,000.

1.5 Invoice. If the Board approves execution of the quitclaim deed, General Manager shall prepare (or cause to be prepared) an electronic invoice to Property Owner for all BBID Costs (as described in Section 1.1) and, if applicable, the appraised value of the Easement (described in Section 1.2). To preserve BBID's attorney-client and attorney work-product privileges, any legal and consulting services provided to BBID will be billed as a direct line item on the Invoice. The Property Owner is not entitled to copies of BBID's legal invoices.

1.6 Payment of Invoice. If the Invoice is for a Costs less than the \$3,000 deposit, BBID will credit the deposit funds thereto and show such credit on the Invoice, then record the quitclaim deed. BBID will return the balance of the deposit, if any, via check within ten (10) business days of recording. If the Invoice is for Costs that exceed the \$3,000 deposit, BBID will credit the deposit funds thereto, show such credit on the Invoice, then note the remaining Costs due under the Invoice. BBID will not record the quitclaim deed until Property Owner's balance due for any Invoice is zero.

1.7 Payment Due Date. Payment of all Costs must be made within fifteen (15) business days of the date of the Invoice.

1.8 Recording. Once the Invoice is paid in its entirety, BBID will record the quitclaim deed with the applicable County Recorder's Office. BBID staff will send a courtesy copy of the recorded quitclaim deed via certified mail to the Property Owner's mailing address, as provided by the Property Owner in its request for a quitclaim deed.

## **2.0 Assignment.**

Property Owner has no right to sell, assign, or transfer its obligations or rights under this Agreement without the prior written consent of the BBID General Manager, whose consent shall

not be unreasonably withheld. To the extent such consent is provided, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

**3.0 Indemnity.**

Property Owner agrees to defend, indemnify, and hold harmless BBID, BBID Personnel, and its Board of Directors from all claims, actions, or proceedings against BBID, BBID Personnel, and its Board to the extent they attack the adequacy, sufficiency, and/or legality of any decision made by BBID hereunder.

**4.0 Governing Law and Venue.**

The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles. Venue shall be in Sacramento County or the United States District Court for the Eastern District of California, Sacramento Division.

**5.0 Amendment and Termination.**

The Parties may amend this Agreement by a written instrument duly executed by both Parties. The term of this Agreement shall commence as of the Effective Date and shall expire upon full payment of all Invoice(s) and return of deposit, if any. Termination of this Agreement by Property Owner shall not extinguish Property Owner obligation to pay all Invoice(s) and/or Costs owed under this Agreement.

**6.0 Notice.**

All notices and communication anticipated or required by this Agreement shall be in writing and addressed to the persons below. If a Party desires to supplant an address or addressee listed below for another, that Party must provide the other Party with written notice (as provided below) of the change.

*As to BBID:*  
Edwin Pattison  
General Manager  
Byron Bethany Irrigation District  
7995 Bruns Road  
Byron, CA 94514  
e.pattison@BBID.org

*As to Property Owner:*  
**[PROPERTY OWNER CONTACT  
INFORMATION]**

*with copy to:*

Michael E. Vergara  
General Counsel  
Somach Simmons & Dunn  
500 Capitol Mall, Suite 1000  
Sacramento, CA 95814  
mvergara@somachlaw.com

## **7.0 No Third-Party Beneficiaries.**

This Agreement is neither intended to, nor shall be construed to, create rights, remedies, or benefits of any character whatsoever in favor of any person, corporation, association, or entity other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.

## **8.0 Waiver.**

8.1 Effect of Failing to Demand Strict Performance. The failure of a Party to this Agreement to insist on any occasion of strict performance of any provision of this Agreement will not be considered a waiver of any such obligation, right, or duty imposed upon such Party.

8.2 Limited Scope of Waiver. Any waiver at any time by either Party of its rights, conditions, and obligations with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement.

8.3 Writing Required. Any waiver of this Agreement shall, if requested, be provided in writing, and the Party receiving the waiver must agree in writing to such waiver.

## **9.0 Counterparts.**

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, together, constitute one and the same instrument.

## **10.0 No Partnership.**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, nor to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or

authority to enter into any agreement or undertaking for, or to act on behalf of, or as an agent or representative of, or to otherwise bind, the other Party.

**11.0 Severability.**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, then: (a) such portion or provision shall be deemed separate and independent; (b) the Parties shall negotiate in good faith to restore, insofar as practicable, the benefits to each Party affected by such ruling; and (c) the remainder of this Agreement shall remain in full force and effect.

**12.0 Integration.**

This Agreement comprises the entire integrated understanding between the Parties concerning the terms of this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

**BYRON BETHANY IRRIGATION DISTRICT**

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

Date: \_\_\_\_\_

Address:  
Byron Bethany Irrigation District  
7995 Bruns Road  
Byron, CA 94514  
[e.pattison@BBID.org](mailto:e.pattison@BBID.org)

**PROPERTY OWNER**

Signed: \_\_\_\_\_  
[Name]  
[Title]

Date: \_\_\_\_\_

Address:



## **SUMMARY REPORT**

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

**December 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: Assistance with Presentation

- Created updated design and content draft of USBR/DWR presentation

Project Status: In Progress

PROJECT: Water Conservation Video

- Posted video on BBID site

Project Status: In Progress

**PROJECT: ACWA Conference & Committee Meetings**

- **Attended ACWA Communications Committee meeting**
- **Attended ACWA Outreach Task Force meeting**

**Project Status: Ongoing**

**Report Submitted by: Nick Janes**

**Date: 1/3/25**