

MAD
ORIGINAL

5673

Amended and Restated Treatment and Delivery Agreement

Between

Modesto Irrigation District and City of Modesto

TABLE OF CONTENTS

1.	PARTIES	1
2.	RECITALS	1
2.1.	District Formation and General Purposes	1
2.2.	[NOT USED]	1
2.3.	Water Management Study.....	2
2.4.	Problems of Reliance on Groundwater	2
2.5.	Water Rights.	2
2.6.	Study Recommendation.....	2
2.7.	Project Expansion	2
2.8.	Environmental Clearance.....	2
2.9.	Use of Available Water to Carry Out Recommendations of the Urban Water Management Plan.....	3
2.10.	Enterprise Fund.....	3
2.11.	Long Term Water Supply	3
2.12.	Conservation.	3
2.13.	Groundwater.	3
2.14.	DEW Acquisition.....	3
2.15.	Purpose of Agreement.....	3
3.	AMENDMENT AND RESTATEMENT OF 1992 AGREEMENT	4
4.	DEFINITIONS.....	4
4.1.	Advances.....	4
4.2.	Advisory Committees.	4

4.3.	Agreement.....	4
4.4.	1992 Agreement.....	4
4.5.	Approvals.....	4
4.6.	Board.....	4
4.7.	Chief Executive Officers.....	4
4.8.	City.....	4
4.9.	City Gross Water Revenues.....	4
4.10.	City Municipal Water System.....	5
4.11.	Commercial Operation Date.....	5
4.12.	Commercial Operation Phase.....	5
4.13.	Construction Phase.....	5
4.14.	Debt Service.....	5
4.15.	Debt Service Reserve Fund.....	5
4.16.	Design Phase.....	5
4.17.	DEW.....	5
4.18.	District.....	5
4.19.	District Interest Rate.....	5
4.20.	District's Electrical Service Area Boundary.....	6
4.21.	District's Irrigation District Boundary.....	6
4.22.	Domestic Water Year.....	6
4.23.	Finance Committee.....	6
4.24.	Financing.....	6
4.25.	First Expansion Facilities.....	6
4.26.	Fixed Costs.....	6
4.27.	Fixed Financing.....	6
4.28.	Initial Amount.....	6
4.29.	Initial Facilities.....	6
4.30.	Maximum Annual Debt Service.....	6
4.31.	Modifications.....	7
4.32.	MRWTP.....	7

4.33.	Next Turnout.....	7
4.34.	Other City Water.....	7
4.35.	Parity Debt	7
4.36.	Parties.....	7
4.37.	Period	7
4.38.	Phases.....	7
4.39.	Policy Committee.....	7
4.40.	Prior Agreement.....	7
4.41.	Project	7
4.42.	Project Manager	7
4.43.	Project Observer.....	7
4.44.	Property Cost	8
4.45.	[NOT USED]	8
4.46.	Raw Water	8
4.47.	Raw Water Charge.....	8
4.48.	Reserve and Contingency Fund	8
4.49.	SEIR.....	8
4.50.	Service Area.....	8
4.51.	Surface Water Service Area.....	8
4.52.	Study	8
4.53.	Sunk Costs	8
4.54.	Technical Committee	8
4.55.	Termination.....	8
4.56.	Test Period	8
4.57.	TIC	9
4.58.	Treated Water.....	9
4.59.	Trustee.....	9
4.60.	Urban Water Management Plan.....	9
4.61.	Variable Financing.....	9
4.62.	Water Shortage Condition.....	9
4.63.	Year.....	9

5.	TERMINATION OF PRIOR AGREEMENT	9
6.	PROJECT AND FIRST EXPANSION FACILITIES	9
6.1.	Obligations of District and Expansion.....	9
6.2.	First Expansion Facilities Phases.....	10
6.3.	Area to be Served by Project	10
6.4.	Ownership, Assignment, and Sale of Project Water To Others.....	11
6.4.1.	District Sole Owner.....	11
6.4.2.	Sale, Transfer, or Assignment.....	11
6.4.3.	Assignment of Management and Operations.....	11
6.4.4.	Interest of City	11
6.4.5.	Assignment By City.....	11
6.4.6.	Sale of Treated Water to Other Entities.....	12
6.5.	Disposition of Plans.....	12
6.6.	Cooperation in Proceeding with First Expansion Facilities.....	12
7.	DESIGN PHASE	12
7.1.	Design Phase Work	12
7.1.1.	District to Obtain Approvals.....	13
7.1.2.	Property Interests	13
7.1.3.	Preliminary and Final Design	13
7.1.4.	Preliminary Financing Work.....	13
7.2.	Costs for Design Phase to be Advanced	13
7.3.	Reimbursement of Advanced Design Phase Costs	13
8.	CONSTRUCTION PHASE.....	14
8.1.	Finalization of Financing and Construction.....	14

8.2.	First Expansion Facilities Observer	14
9.	COMMERCIAL OPERATION PHASE	14
9.1.	Commercial Operation Phase	14
9.2.	Test Quantity.....	14
9.3.	District Obligations During Commercial Operation Phase	15
9.4.	Standards of Treated Water	15
9.5.	Obligation of City to Take Water	15
9.6.	Cooperation in Operation.....	15
9.7.	Expansion of Groundwater Capacity and Commingling of Groundwater	15
9.8.	Exchange of Groundwater for Treated Water.....	15
9.8.1.	Delivery.....	16
9.8.2.	Costs.....	16
9.8.3.	Records	16
9.8.4.	Use of District Pumps	16
9.9.	Force Majeure	16
10.	ADVANCE OF PRE-CONSTRUCTION COSTS	17
10.1.	Advances by District, City, Sunk Costs, and Approval of Other Costs	17
10.2.	Reimbursement	18
10.3.	Interest on Advances.....	18
10.4.	Costs of Studies and Negotiation Borne by Each Party.....	18
11.	DRAINAGE.....	18
11.1.	Responsibility	18
11.2.	Indemnification.....	18

12.	RESERVE FUNDS.....	19
12.1.	Reserve and Contingency Fund	19
12.1.1.	Additional Deposits to Reserve and Contingency Fund.....	19
12.1.2.	Withdrawals From Reserve and Contingency Fund	19
12.1.2.A.	Unbudgeted Items	19
12.1.2.B.	Costs in Excess of Budget Amount.....	19
12.1.2.C.	Budgeted Items.....	19
12.1.3.	Increase or Decrease in Reserve and Contingency Fund.....	19
12.1.4.	Reserve and Contingency Fund Advances	19
12.1.5.	Interest on Reserve and Contingency Fund	20
12.1.6.	Reports	20
12.2.	Debt Service Reserve Fund.....	20
12.2.1.	Withdrawals From Debt Service Reserve Fund and Replenishment of Debt Service Reserve Fund	20
12.2.2.	Interest on Debt Service Reserve Fund.....	21
12.2.3.	Final Disposition.....	21
12.2.4.	No Duplication.....	21
13.	FINANCING AND TAKE OR PAY PROVISION	21
13.1.	District to Arrange Financing, Take or Pay Provision, Excuse from Take or Pay	21
13.1.1.	Excuse, 50 Percent of Contracted Water Not Delivered.....	22
13.1.2.	Excuse, 50 Percent of Water Supply.....	22
13.1.3.	Excuse, 80 Percent of Water Treatment Plant Destroyed.....	22
13.2.	New Period of Excuse.....	22
14.	PAYMENT FOR WATER BY CITY	22

14.1.	Debt Service.....	22
14.2.	Raw Water Charge.....	23
14.2.1.	Agricultural Allocation in Acre Feet	23
14.2.2.	Acre Foot Charge.....	24
14.2.3.	Irrigation Season not Concurrent with Year	24
14.2.4.	Raw Water Charge not Applicable	24
14.2.5.	Change in Method for Charging for Agricultural Water	24
14.2.6.	Measurement of Raw Water	24
14.3.	Operation and Maintenance Costs	25
14.4.	Administrative Services	25
14.5.	Insurance	25
14.6.	Electric Energy.....	25
14.7.	Other Payments and Costs and Deductions From Payments and Costs	25
14.8.	Payments by City to District for Raw Water Only	25
14.9.	First Expansion Facilities.....	26
15.	TIME AND MANNER OF PAYMENT BY CITY TO DISTRICT	26
15.1.	Monthly Payments	26
15.2.	Proration.....	26
15.3.	Calculation of Monthly Payments	26
15.4.	Late Payments.....	27
16.	GENERAL PAYMENT PROVISIONS	27
16.1.	Percentages [NOT USED]	27
16.2.	Records	27
16.3.	Security for Payment, Rate Covenant by City	27
16.3.1.	[NOT USED]	27
16.3.2.	Security from City.....	27
16.3.2.A.	Rates and Charges.....	27

16.3.2.B. Pledge	28
16.3.2.C. Similar Covenant.....	28
16.3.2.D. Parity Debt	28
16.3.2.E. Subordinated Debt	28
16.3.2.F. Amendment To Obtain Financing	28
16.3.2.G. Alternative Security	28
17. DELIVERY OF WATER	29
17.1. Water Supply to City	29
17.2. Formula for Water Allocation.....	29
17.3. Treated Water Delivery Schedule.....	30
17.4. Adjustment of Curtailment	31
17.5. Exchange for Groundwater	31
17.6. Water to Remain in District’s Irrigation District Boundary	31
17.7. Conjunctive Use.....	32
18. PROJECT MANAGEMENT.....	32
18.1. District’s Board of Directors.....	32
18.1.1. Final Decisions.....	32
18.1.2. Project Manager	32
18.2. Duties of Project Manager	32
18.2.1. Implementation of this Agreement	32
18.2.2. Notice to Advisory Committees.....	32
18.2.3. Specific Duties	32
18.2.3.A. Work Plans.....	33
18.2.3.B. Progress Reports	33
18.2.3.C. Administering Contracts	33
18.2.3.D. Public Information	33
18.2.3.E. Recommending Consultants	33

18.2.3.F.	Financial Report.....	33
18.2.3.G.	Emergency Plans.....	33
18.2.3.H.	Other Duties.....	33
18.3.	City Approval of First Expansion Facilities Milestones.....	33
18.3.1.	Engineering Services	34
18.3.2.	Review of Preliminary Design.....	34
18.3.3.	Acceptance of Final Design.....	34
18.3.4.	Construction Contracts.....	34
18.4.	Processing Milestone Approvals.....	34
18.5.	Project Financing Approvals.....	34
18.5.1.	Fixed Financing	35
18.5.2.	Variable Financing.....	35
18.5.2.A.	Initial Financing.....	35
18.5.2.B.	Conversion During Construction Phase	36
18.5.2.C.	Conversion Upon Commercial Operation.....	36
18.6.	Advisory Committees	36
18.6.1.	Policy Committee.....	36
18.6.1.A.	First Expansion Facilities Milestones	36
18.6.1.B.	Budget Functions	36
18.6.1.C.	Major Decisions and Design Changes (In Excess of \$100,000).....	37
18.6.2.	Technical Committee.....	37
18.6.2.A.	Consultation With Project Manager.....	37
18.6.2.B.	Recommendations to Policy Committee.....	37
18.6.2.C.	Advice Relative to Minor Decisions (\$5,000 to \$100,000).....	37
18.7.	Budget.....	38
18.7.1.	Budget Principles	38
18.7.2.	Budget Process.....	38
18.7.2.A.	Preparation	38
18.7.2.B.	Technical Committee Review and Recommendation..	38

18.7.2.C. Information to City	38
18.7.2.D. Policy Committee Review	39
18.7.2.E. Consideration of Budget by Policy Committee	39
18.7.2.F. Revision of Budget, Alternate Budget and Report	39
18.7.3. Public Hearing	40
18.7.4. Appearance at Hearing	40
18.7.5. Increase	40
19. LIABILITY AND INSURANCE	40
19.1. Insurance, General	40
19.1.1. Project General Liability	40
19.1.2. Commercial Automobile Liability Insurance	40
19.1.3. Umbrella or Excess Liability Insurance	40
19.1.4. Workers' Compensation Insurance	41
19.1.5. Property Insurance	41
19.1.5.A. Course of Construction Insurance	41
19.1.5.B. Buildings and Equipment Insurance	41
19.1.6. Insurance Provisions	41
19.1.6.A. Cancellation	41
19.1.6.B. City to be Named	41
19.1.6.C. Special Limitations	41
19.1.6.D. Approval by City	42
19.1.7. Insurance Provision in All Contracts	42
19.2. Indemnification and Hold Harmless	42
19.2.1. Indemnification by District	42
19.2.2. Cost of Litigation	42
19.2.3. Notification	42
19.2.4. Objections	42
19.3. Third Party Claims Not Covered by Insurance; Willful	43
19.4. Third Party Claims Not Covered by Insurance; Ordinary	43

19.5.	Claims Between Parties	44
19.6.	Workers' Compensation Claims	44
19.7.	Replacement of Pro Rata Rights of Contribution	44
19.8.	Defense by Modesto City Attorney	44
20.	RELATIONSHIP OF PARTIES.....	45
21.	GENERAL PROVISIONS GOVERNING AGREEMENT	45
21.1.	Severance	45
21.2.	Waiver.....	45
21.3.	Counterparts	45
21.4.	Supporting Resolutions.....	45
21.5.	No Rights in Other Parties	45
21.6.	Amendment.....	46
21.7.	Obligations Prior to Termination.....	46
21.8.	Captions	46
21.9.	Additional Documents	46
21.10.	Governing Law	46
21.11.	Shall and May	46
21.12.	Non-Discrimination	46
22.	TERM AND TERMINATION	46
22.1.	Execution by Both Parties.....	46
22.1.1.	Superseded by Other Agreement	46
22.1.2.	Termination by Mutual Agreement	46
22.2.	Termination of Participation in First Expansion Facilities	
	Prior to Financing	46

23. UNDERTAKINGS [Not Used]47

24. WATER RIGHTS AND OWNERSHIP47

25. NOTICES.....49

Exhibit A – Summary of “Sunk Costs” for First Expansion Facilities

Exhibit B – Map of District Project Facilities

AMENDED AND RESTATED
TREATMENT AND DELIVERY AGREEMENT

AMONG

MODESTO IRRIGATION DISTRICT AND CITY OF MODESTO

1. PARTIES.

The Parties to this Amended and Restated Treatment and Delivery Agreement are Modesto Irrigation District, a California irrigation district, and City of Modesto, a California municipal corporation and charter city, who agree as follows:

2. RECITALS.

This Agreement is made with reference to the following facts and circumstances, among others:

2.1. District Formation and General Purposes. District was formed more than 100 years ago for the purpose of providing irrigation water to serve the needs of agriculture. To that end, District has perfected water rights sufficient to meet those needs. District's development of its water rights and its agricultural irrigation delivery system, and the careful attention to the needs of District's agricultural water users, have been prominent in making Stanislaus County one of the world's foremost agricultural areas. In recent years, population growth within District's boundaries has reduced the irrigated acreage while increasing the demand for municipal uses of water. The Parties desire to put to beneficial municipal use for the inhabitants of District certain amounts of surface water to which District has rights. In doing so, the Parties shall be mindful of the great importance of District's water rights, and the significant role of agriculture within District. The area to be served with water pursuant to this Agreement is within District's Irrigation District Boundary. The water to be supplied by District pursuant to this Agreement is not surplus water, but rather is water which has historically been put to beneficial agricultural use within District and is now necessary for municipal use within District.

2.2. [Not Used]

2.3. Water Management Study. District and City authorized, received, and accepted the Study, which was completed in 1984.

2.4. Problems of Reliance on Groundwater. The Study found, in part, that existing groundwater sources of City are limited and supplies are declining, and that a continued decline in the quantity of groundwater will result in a gradual degradation of the quality of the groundwater. This degradation of quality, combined with on-going Modifications to State and Federal drinking water standards, will make it increasingly difficult to meet domestic water supply demands solely through the use of groundwater.

2.5. Water Rights. District has certain water rights with respect to the waters of the Tuolumne River.

2.6. Study Recommendation. The Water Management Study recommended, in part, that City and DEW contract with District for treated surface water to supplement its groundwater supplies. This resulted in construction of the existing surface water treatment plant located at the Modesto Reservoir. The design, financing, construction, operation and maintenance of the water treatment plant was implemented pursuant to the Treatment and Delivery Agreement Among Modesto Irrigation District, City of Modesto, and Del Este Water Company that was approved in 1992.

2.7. Projection Expansion. Pursuant to the 1992 Agreement, District designed and constructed, and now owns, operates and maintains, the initial Project facilities, including the Modesto Regional Water Treatment Plant, which has a rated treatment capacity of 30 million gallons of treated water per day (mgd). The 1992 Agreement contemplates that the parties may agree at some time to expand the Project up to a capacity of 60 mgd.

2.8. Environmental Clearance. District, with the assistance of its environmental consultant, completed a final environmental impact report for the Initial Facilities and, on April 17, 1990, the Board of Directors of District adopted Resolution 90-50 which, among other things, certified the EIR and caused a Notice of Determination to proceed with the Project to be filed in accordance with the California Environmental Quality Act and the CEQA Guidelines. The parties prepared a Subsequent Environmental Impact Report on the First Expansion Facilities, and District and City cooperated as CEQA co-lead agencies of the preparation of the SEIR, which addresses the First Expansion Facilities and this Amended and Restated Agreement. The SEIR also studies other City water system improvements to be financed, designed,

constructed and operated by City outside of this Agreement. The parties have certified the SEIR and made appropriate CEQA findings. (See District Resolution No. 2005-92, pertaining to SEIR Certification; District Resolution No. 2005-158, pertaining to CEQA Findings; City Resolution No. 2005-378, pertaining to the SEIR Certification; City Resolution No. 2005-515, pertaining to the CEQA Findings.)

2.9 Use of Available Water to Carry Out Recommendations of the Urban Water Management Plan. It is in the best interests of the Parties and their respective water users to utilize District's available water to expand the present capacity of the MRWTP to provide treated water to City in an environmentally acceptable manner, which is not injurious to agricultural water users or any other interests of District.

2.10. Enterprise Fund. It is the intention of the Parties that, except as specifically provided otherwise herein, the Project shall be financially operated as an enterprise fund with costs borne by City, and with neither profits nor losses accruing to District as a result of the Project. All terms of this Agreement shall be construed in accordance with the intent of this Section 2.10.

2.11. Long Term Water Supply. By this Agreement, the Parties intend to provide for and increase the long-term source of domestic Treated Water supply for City.

2.12. Conservation. In entering into this Agreement, the Parties recognize that it is important to continue to encourage both urban and agricultural water users within District to utilize water conservation practices, which are effective, practical, and economical.

2.13. Groundwater. The Parties recognize the importance of an adequate supply of good quality groundwater. The Parties in the future, as they deem appropriate, shall cooperate in necessary ground water management efforts as may be required by future State or Federal legislation or regulations.

2.14. DEW Acquisition. In 1995, City acquired certain assets of DEW, including all of the Company's rights, interests and obligations in and to the Project and 1992 Agreement. The parties acknowledge and confirm that (a) District has consented to this transfer and assignment pursuant to the 1992 Agreement, (b) DEW is no longer a party to the 1992 Agreement, and (c) all DEW's rights, interests and obligations in and to the 1992 Agreement have been transferred to and accepted by City. Consequently, DEW no longer has any right or interest in the 1992 Agreement or the Project and therefore is not a party to this Agreement.

2.15. Purpose of Agreement. The Parties desire to amend the 1992 Agreement to (a) provide for expansion of the MRWTP to 60 mgd and construction of related facilities, (b) address City's acquisition of DEW's interests in the 1992 Agreement and Project, and (c) make certain other changes. In order to simplify and clarify the applicable contract terms and consolidate all current contract terms and conditions into a single document, the parties have incorporated the amendments into this amended and restated agreement, which includes the 1992 Agreement as amended.

3. AMENDMENT AND RESTATEMENT OF 1992 AGREEMENT.

The 1992 Agreement is hereby amended and restated in full with the amendments as set forth in this Amended and Restated Treatment and Delivery Agreement. The 1992 Agreement therefore is hereby terminated and superseded by this Agreement. Any right, debt, obligation or liability under or secured by the 1992 Agreement shall be deemed a right, debt, obligation or liability under or secured by this Agreement.

4. DEFINITIONS.

4.1. Advances. All costs advanced by District pursuant to Section 10.1 during the Design Phase, except Sunk Costs, together with an estimate made just prior to the Financing and agreed upon by the Parties with respect to all advances, which are to be made by District prior to the end of the Design Phase.

4.2. Advisory Committees. The committees created pursuant to Section 18.6.

4.3. Agreement. This Amended and Restated Treatment and Delivery Agreement between District and City.

4.4. 1992 Agreement. The Treatment and Delivery Agreement Among Modesto Irrigation District, City of Modesto, and Del Este Water District that was approved in 1992.

4.5. Approvals. The licenses, permits, entitlements, and privileges necessary for the construction, operation, and maintenance of the Project.

4.6. Board. The Board of Directors of District.

4.7. Chief Executive Officers. The City Manager and the General Manager of District, or their respective designees.

4.8. City. City of Modesto.

4.9. City Gross Water Revenues. All gross income and revenue received or receivable by City from the ownership and operation of City Municipal Water System, which gross income

and revenue shall be calculated in accordance with generally accepted accounting principles, including all rates, fees, and charges received by City for water service and connection and hook-up fees and all other income and revenue however derived by City from the ownership and operation of or arising from City Municipal Water System, but excluding in all cases any proceeds of taxes and any refundable deposits made to establish credit, federal or state grants, or advances or contributions in aid of construction, or monetary recoveries in lawsuits on behalf of City's water rate payers for environmental and other torts and actions at law.

4.10. City Municipal Water System. The municipal water system of City existing on the effective date of this Agreement and all additions, betterments, extensions, and improvements thereto hereafter acquired or constructed.

4.11. Commercial Operation Date. The first day following the Test Period.

4.12. Commercial Operation Phase. The (a) ongoing operation and maintenance of the Initial Facilities, and (b) for the First Expansion Facilities, the Period beginning with the Commercial Operation Date and continuing thereafter.

4.13. Construction Phase. The Period during which the First Expansion Facilities are constructed, ending with the end of the Test Period.

4.14. Debt Service. The payments required to be made for principal, interest, and other charges, if any, to the holders of evidences of indebtedness or certificates of participation issued by District pursuant to this Agreement to finance the Project. If bond insurance is used in connection with Fixed Financing, Debt Service shall include bond insurance premiums.

4.15. Debt Service Reserve Fund. The fund established and maintained pursuant to Section 12.2 of this Agreement.

4.16. Design Phase. The Period of First Expansion Facilities environmental review and design ending with the start of construction of the Project.

4.17. DEW. Del Este Water Company.

4.18. District. Modesto Irrigation District.

4.19. District Interest Rate. For the Period for which interest is to be calculated, interest at the same average monthly yield as District earns on its general fund portfolio, provided, however, that if at any time District's average cost of borrowing money exceeds District's rate of return on its general fund portfolio, the interest on amounts advanced by District shall be District's cost of borrowed money. In no event shall the rate of interest determined pursuant to

this Section 4.18 as applied exceed the legal limit. Interest shall accrue monthly beginning at the time District actually expends the funds on which the interest is to accrue.

4.20. District's Electrical Service Area Boundary. The boundary of the electrical service area of District as shown on the official maps and records of District.

4.21. District's Irrigation District Boundary. The irrigation district boundary of District, as opposed to District's Electrical Service Area Boundary, as shown on the official maps and records of District.

4.22. Domestic Water Year. Each 12 month period commencing on May 1 and ending on the next succeeding April 30.

4.23. Finance Committee. A committee consisting of the Director of Finance of City and the chief financial officer of District, or their respective designees.

4.24. Financing. The actual putting into place of Variable Financing or Fixed Financing to the point of the disbursement of funds as needed to allow construction of the First Expansion Facilities to proceed.

4.25. First Expansion Facilities. The expansion of the MRWTP as described in the SEIR (but excluding those water system transmission and storage facilities to be financed, designed and constructed by City), or such other First Expansion Facilities description as may be approved by the parties in writing.

4.26. Fixed Costs. All costs other than Debt Service which must be borne by District in connection with the Project irrespective of whether the Project is producing Treated Water or not.

4.27. Fixed Financing. Long term Project Financing with fixed terms and rates extending for the length of the repayment period.

4.28. Initial Amount. The amount to be initially deposited to the Reserve and Contingency Fund pursuant to Section 12.1 and thereafter the amount currently required to be maintained in the Reserve and Contingency Fund pursuant to Section 12.1.3.

4.29. Initial Facilities. The diversion facilities, 30 million gallons per day water treatment facilities, pipelines, pumps, storage facilities, and other improvements as described in and completed during the original project pursuant to the 1992 Agreement to deliver Treated Water to City.

4.30. Maximum Annual Debt Service. The largest amount of Debt Service to be paid under Fixed Financing during any Year.

4.31. Modifications. Any improvements or alterations in the Project mandated by regulatory agencies, or required to meet the provisions of Section 9.4, or changes in the Project agreed upon as necessary by the Parties.

4.32. MRWTP. District's Modesto Regional Water Treatment Plant.

4.33. Next Turnout. The first point of diversion onto private land or into a smaller canal or pipeline below any point at which City discharges groundwater into an irrigation canal as provided in Section 9.8.1.

4.34. Other City Water. All groundwater and surface water supplies available to City for municipal and industrial purposes excluding Raw Water and Treated Water.

4.35. Parity Debt. Loans, bonds, notes, advances or indebtedness, or other obligations of City payable from and secured by a pledge of water rates, and charges of City on a parity with the obligations to be paid by City pursuant to this Agreement.

4.36. Parties. District and City.

4.37. Period. One or more Calendar Years or Domestic Water Years and/or any portion thereof.

4.38. Phases. The Design Phase, the Construction Phase, and the Commercial Operation Phase.

4.39. Policy Committee. The Committee created pursuant to Section 18.6.1 of this Agreement.

4.40. Prior Agreement. The Advance Funding and Reimbursement Agreement executed by the parties October 7, 2003, as amended, which identifies environmental review and preliminary design costs to be funded by District and later reimbursed by the First Expansion Facilities Financing.

4.41. Project. The Initial Facilities (as described in and constructed pursuant to the 1992 Agreement) plus the First Expansion Facilities. If the First Expansion Facilities are terminated pursuant to section 22.2 prior to completion, then "Project" shall mean and be limited to the Initial Facilities.

4.42. Project Manager. The person or entity as is appointed pursuant to Section 18.1.2 of this Agreement.

4.43. Project Observer. The observer or observers that may be appointed pursuant to Section 8.2.

4.44. Property Cost. As to an interest in real property either owned or acquired by City and then acquired by District for the Project pursuant to Section 7.1.2, (i) the fair market value of already owned property at the time it is conveyed to District, and (ii) the purchase price of newly acquired property, including, but not limited to, incidental costs such as legal fees, appraisal fees, and title fees.

4.45. [Not Used]

4.46. Raw Water. Water of District diverted to the Project.

4.47. Raw Water Charge. The cost of Raw Water for the year as set forth in Section 14.2.

4.48. Reserve and Contingency Fund. The reserve and contingency fund established and maintained pursuant to Section 12.1 of this Agreement.

4.49. SEIR. The Subsequent Environmental Impact Report for the MRWTP Phase Two Expansion Project dated June 2005.

4.50. Service Area. City municipal water system service areas as shown and described in the Urban Water Management Plan, as the same may be adopted by City from time to time.

4.51. Surface Water Service Area. The portion of the Service Area located within District's Irrigation District Boundary.

4.52. Study. The Water Management Study, prepared by James M. Montgomery Consulting Engineers, dated November 1984.

4.53. Sunk Costs. Those costs associated with the First Expansion Facilities incurred by the Parties and set forth in Exhibit A of this Agreement.

4.54. Technical Committee. The committee created pursuant to Section 18.6.2 of this Agreement.

4.55. Termination. A termination of the Agreement pursuant to section 22.1.

4.56. Test Period. The seven day Period immediately following the completion of the construction of the First Expansion Facilities during which those facilities are tested as to their ability to operate and produce Treated Water meeting the standards of Section 9.4 in the quantity specified in Section 9.2. If during the initial seven day Period the First Expansion Facilities fail to operate and produce Treated Water meeting the standards of Section 9.4 in the quantity

specified in Section 9.2, the Test Period shall be extended until the time when the First Expansion Facilities have in fact demonstrated their ability to operate and produce Treated Water meeting the standards of Section 9.4 in the quantity specified in Section 9.2.

4.57. TIC. "True Interest Cost" as the term is commonly applied in municipal finance.

4.58. Treated Water. All water meeting the standards of Section 9.4 delivered from the Project to City at point or points of delivery.

4.59. Trustee. The trustee or trustees, if any, appointed in the documents executed in connection with any Financing.

4.60. Urban Water Management Plan. The 2000 Urban Water Management Plan dated October 2001, which was adopted by District with District Resolution No. 2001-134 and by City with City Resolution No. 2001-480, as the same may be adopted by the parties from time to time.

4.61. Variable Financing. Project Financing with variable rates and terms during the First Expansion Facilities Construction Phase and until Fixed Financing is put in place.

4.62. Water Shortage Condition. Any Period in which pursuant to Section 17.2 the Treated Water available to City falls below 33,602.1 acre-feet during a full Domestic Water Year because of a reduction in District's water supply due to a cause beyond District's control, whether due to drought, new or amended federal or state statute or regulation, court order, federal or state government agency license, permit, order or ruling, or good faith settlement agreement in lieu of a court order or federal or state government agency order or ruling. Upon completion of the First Expansion Facilities (as evidenced by the Commercial Operation Date), this quantity shall be changed to 67,204.2 acre-feet per year.

4.63. Year. Each 12 month period commencing on January 1 and ending on the next succeeding December 31.

5. TERMINATION OF PRIOR AGREEMENT.

By execution of this Agreement the Parties intend to, and do, hereby terminate and cancel the Prior Agreement, provided, that to the extent provisions of this Agreement are the same or have the same meaning as provisions of the Prior Agreement, those provisions shall be deemed to have been continuously in effect since the date of the Prior Agreement.

6. PROJECT AND FIRST EXPANSION FACILITIES.

6.1. Obligations of District and Expansion. Pursuant to sections 4.41 and 6.1 of the 1992 Agreement, the parties agree to expand the Project to include the First Expansion Facilities.

District shall finance, design, acquire lands and rights-of-way for, acquire licenses and permits for, construct, own, operate and maintain the First Expansion Facilities pursuant to applicable provisions of this Agreement, including, but not necessarily limited to, sections 6 through 13, inclusive and 18. In designing, constructing, operating and maintaining the First Expansion Facilities, District also shall comply with applicable provisions of the SEIR, the related mitigation monitoring plan, and Urban Water Management Plan. The configuration, design, construction, and financing of the First Expansion Facilities shall be determined in accordance with this Agreement.

6.1.1. The parties acknowledge that City intends to concurrently finance, design, acquire lands and rights-of-way for, acquire permits for, construct, own, operate and maintain certain water system transmission, distribution and storage facilities that are described and analyzed in the SEIR but not part of the First Expansion Facilities for purposes of this Agreement.

6.1.2. The Project facilities owned, operated and maintained by District and the points of delivery to City water system are shown on the map attached as Exhibit B and incorporated herein. All municipal water system facilities downstream of such points of delivery are owned by and the responsibility of City. The meters at District-City points of delivery shall be owned and operated by District as part of the Project.

6.2. First Expansion Facilities Phases. Implementation and completion of the First Expansion Facilities shall be undertaken in three Phases consisting of the Design Phase, the Construction Phase, and the Commercial Operation Phase, as described in sections 4.38 and 6 through 9, inclusive.

6.3. Area to be Served by Project. The area to be served by the Project is the Surface Water Service Area. District acknowledges that City's entire Service Area extends beyond the Surface Water Service Area, that the portions of the Service Area located outside of the Surface Water Service Area are served by City with City groundwater and City water supplies other than the Treated Water, and that the Treated Water and Other City Water are commingled in a single water distribution system that serves the entire Service Area. City shall have the right to continue to commingle the Treated Water and Other City Water for use throughout the Service Area, provided that in no event shall water from the Project be transported outside the Surface Water Service Area that is not replaced with an equal or greater amount of Other City Water in

accordance with section 17.6 below. Subject to all other limitations in this Agreement, Treated Water may be used outside the Surface Water Service Area without replacement by Other City Water if the Parties have approved that use after any environmental processing required by law has taken place.

6.4. Ownership, Assignment, and Sale of Project Water to Others.

6.4.1. District Sole Owner. District shall be the sole owner of the Project, however City shall have rights in the Project as set forth in this Agreement.

6.4.2 Sale, Transfer, or Assignment. Except as to management and operation as expressly provided in section 6.4.3, District shall not sell, transfer, or assign any interest in the Project. This section 6.4.2 does not prohibit District from disposing of excess or surplus personal property or land, provided that the proceeds of the disposition shall be credited to the Project.

6.4.3. Assignment of Management and Operations. In the event that District contemplates the assignment or transfer of the management and operation of its interest in the Project to an entity other than City, then, prior to the assignment or transfer, the Parties shall meet and confer to determine whether it is practical to make the assignment or transfer to City. District shall not assign, transfer, contract out, or subcontract all or substantially all of District's operation and maintenance obligations under the Commercial Operation Phase without the prior written consent of City.

6.4.4. Interest of City. Upon completion of the Construction Phase and during the life of this Agreement throughout the Commercial Operation Phase, including after retirement of the Fixed Financing or other debt for the Project, City shall have and continue to have a permanent beneficial interest in the output of the Project in accordance with the terms of this Agreement.

6.4.5. Assignment By City. City shall not assign or transfer its right or interest in the Project, in whole or in part, without the prior written consent of District, which consent shall not be unreasonably withheld. Any assignment or transfer by City without consent of District shall be void. No assignee or transferee of City shall obtain any right or interest in this Agreement until it assumes by written instrument all obligations under this Agreement with respect to the right or interest transferred or assigned, and it becomes a Party to this Agreement by executing this Agreement or an amendment thereto also executed by the Parties.

6.4.6. Sale of Treated Water to Other Entities. District shall not sell, lease, transfer, or in any other manner direct or convey Treated Water from the Project to any person or entity other than City without the prior written consent of City, which consent shall not be unreasonably withheld. Prior to selling, leasing, transferring, or conveying Treated Water from the Project to any person or entity other than City, District shall first offer the water to City. City may take all or a portion of the Treated Water offered. Unless parties otherwise agree, the price of any Treated Water sold, leased, transferred, or conveyed by District to any person or entity other than City shall not be less than the full cost of producing the water including Sunk Costs and Raw Water, capital, treatment, operation, maintenance, and administrative costs, and in any event shall not be lower than the price to City. In the event the cost of furnishing water to any person or entity other than City is less than the charges to that person or entity, the excess revenue shall be applied to the operation of the Project. Subject to the provisions of Section 6.4.5, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assignees.

6.5. Disposition of Plans. City, upon request, shall be entitled to obtain and keep copies of all reports, drawings, studies, plans, specifications, other engineering documents, and all other documents pertaining to the Project, provided that City has fully paid its share of all costs due up to the time of the request, as those costs are due and owing pursuant to this Agreement.

6.6. Cooperation in Proceeding with First Expansion Facilities. District shall, to the extent it has not already done so, utilize its best efforts to acquire and maintain ownership of all easements, water conveyance rights, water rights, and Approvals necessary for the construction, operation, and maintenance of the First Expansion Facilities. City shall utilize its best efforts to support the First Expansion Facilities and its Financing and assist District in regard to the matters set forth in this Section 6.6 in order to facilitate the Financing, construction, operation, and maintenance of the First Expansion Facilities.

7. DESIGN PHASE.

7.1. Design Phase Work. Under the Advance Funding and Reimbursement Agreement, Design Phase work on the First Expansion Facilities has been commenced and is currently under way. District has retained various engineers and consultants to perform the work. District may utilize different engineers and consultants on the First Expansion Facilities, subject

to City's approval of engineering services contracts pursuant to Agreement section 18.3.1. To the extent items are not already completed or under way, during the Design Phase each of the following shall occur:

7.1.1. District to Obtain Approvals. To the extent practical, District shall obtain all Approvals during the Design Phase. Approvals, which cannot be obtained during Design Phase, shall be obtained as soon thereafter as practical.

7.1.2. Property Interests. District shall acquire all land, easements, and rights of way required for the construction, operation, and maintenance of the First Expansion Facilities including real property interests owned by City where applicable. City shall assist with the identification and acquisition of all water storage sites within its respective Service Areas. If City either acquires real property for District's portion of the First Expansion Facilities, or agrees to the utilization of already owned property for District's portion of the Project, then District shall acquire the real property from City at the Property Cost.

7.1.3. Preliminary and Final Design. The First Expansion Facilities engineers shall prepare preliminary design development plans and specifications and a preliminary cost estimate, and, after approval by the Parties of the preliminary design and cost estimate as provided in Sections 18.3 and 18.4, the engineers shall prepare final and complete construction documents and a final cost estimate.

7.1.4. Preliminary Financing Work. The financial advisor, underwriter, bond counsel, and District shall perform preliminary work necessary for the Financing of the First Expansion Facilities and shall make a Financing proposal to City.

7.2. Costs for Design Phase to be Advanced. Costs for all work performed during the Design Phase shall be advanced in accordance with the provisions of Section 10.1.

7.3. Reimbursement of Advanced Design Phase Costs. Reimbursement of the costs advanced pursuant to Section 10.1 shall be made in accordance with Section 10.2. The SEIR and First Expansion Facilities environmental review costs shall be considered design costs to be advanced by District and reimbursed pursuant to sections 4.1, 7.2, 7.3, 10.1 and 10.2; provided, however, that SEIR, First Expansion Facilities environmental review and other costs paid or advanced by City pursuant to the Prior Agreement shall not be reimbursed to District, but shall be reimbursed to City through the First Expansion Facilities Financing.

8. CONSTRUCTION PHASE.

8.1. Finalization of Financing and Construction. The Construction Phase shall consist of finalization of the Financing and the construction of the First Expansion Facilities. Prior to the commencement of the Construction Phase all necessary agreements for the Financing and construction, purchase, and sale of water, and operation and maintenance of the First Expansion Facilities shall be executed.

8.2. First Expansion Facilities Observer. City may designate a First Expansion Facilities Observer to function during the Construction Phase. City shall pay all costs for the First Expansion Facilities Observer, including, but not limited to, salary and fringe benefits. A First Expansion Facilities Observer may: (i) be at the construction site of the First Expansion Facilities at any time he/she elects; (ii) observe on-going and completed construction; and (iii) have access to all of District's records, files, and documents related to the design and construction of the First Expansion Facilities. He/she shall not direct, comment to, correct, advise, or otherwise deal with personnel of any contractor or District except that the First Expansion Facilities Observer may bring to the attention of the Project Manager any concerns noted by him/her and may bring those concerns to City. The First Expansion Facilities Observer shall observe all applicable requirements of the Occupational and Health Safety Act and all other statutes, rules, and regulations applicable to employee safety on construction sites. The Project Manager may exclude from the construction site any First Expansion Facilities Observer who, after warning, fails to observe the limitations and requirements of this Section 8.2.

9. COMMERCIAL OPERATION PHASE.

9.1. Commercial Operation Phase. District shall continue the Commercial Operation Phase as to the Initial Facilities. The Commercial Operation Phase for the First Expansion Facilities shall commence immediately following the Test Period. Any water produced during the Test Period, which meets the standards of Section 9.4, shall be delivered to City.

9.2. Test Quantity. During the Test Period after completion of the First Expansion Facilities, Treated Water from the MRWTP shall be produced at a rate of 60 million gallons per day or at the highest rate below 60 million gallons per day which City system is able to accept. During the Test Period every reasonable effort shall be made to produce Treated Water at the rate of 60 million gallons per day. The Parties shall cooperate during the Test Period in an effort to maximize production of water and acceptance of water by City system.

9.3. District Obligations During Commercial Operation Phase. During the Commercial Operation Phase District shall: (i) operate and maintain the Project in as economic a manner as practical in accordance with generally accepted waterworks practices as evidenced by well designed and operated potable water treatment plants of a similar size in Northern California; and (ii) deliver Treated Water to City consistent with the terms of this Agreement. Until the Commercial Operation Date for the First Expansion Facilities, District's operation and maintenance responsibilities shall be limited to the Initial Facilities. After the Commercial Operation Date for the First Expansion Facilities, District's operation and maintenance responsibilities shall include the First Expansion Facilities.

9.4. Standards of Treated Water. Throughout the term of this Agreement, or any successor or substitute agreement, or extensions thereof, District shall deliver to City Treated Water which meets all state and federal drinking water quality standards applicable to the Project at the time of delivery to City system.

9.5. Obligation of City to Take Water. City at all times shall exercise its best efforts to take all Treated Water made available to City, up to the amount identified in Sections 14.8 and 17.3.

9.6. Cooperation in Operation. The Parties shall cooperate and remain in frequent telephonic or other communication so as to efficiently operate the domestic water system and fully put to use the Treated Water produced by the MRWTP.

9.7. Expansion of Groundwater Capacity and Commingling of Groundwater. Throughout the term of this Agreement, City shall maintain and, to the extent it deems necessary, expand, its well system so that the groundwater used in conjunction with the Treated Water will best enable City to be able to meet its customer demands. It is understood that District's obligations to deliver Treated Water are as otherwise set forth in this Agreement. Groundwater is to be delivered by City through its same water pipelines which will carry the Treated Water, resulting in a physical commingling of the groundwater and surface supplies.

9.8. Exchange of Groundwater for Treated Water. Subject to the absolute limitation of 67,204.2 acre feet per Domestic Water Year, and subject to approval of District as to time and place of delivery, which approval shall not be unreasonably withheld, City, at its option, may deliver groundwater to District irrigation canal system in exchange for an additional amount of

Treated Water from District equal to the quantity of groundwater delivered to District irrigation canal system, provided that each of the following conditions is met:

9.8.1. Delivery. Any groundwater delivered by City shall be delivered into one of the irrigation canals of District. After blending the groundwater discharged with the water then in the canal, the quality of the water, sampled at the Next Turnout, shall be of a quality suitable for agricultural use, including without limitation, use for crops, orchards or livestock.

In the event that water samples at the Next Turnout demonstrate, based upon the quality standards set forth above, that the groundwater after mixing is not suitable for agriculture, City shall immediately cease making those discharges which contribute to the unsuitability of the water at the point at which the sampling occurred

9.8.2. Costs. City shall bear all costs, including the cost of additional capital facilities, if any are necessary, associated with delivering exchange groundwater supply to District irrigation canal system.

9.8.3. Records. City shall maintain a record of the quantity of exchange groundwater delivered to District irrigation canal system and the quality of blended water in the canal at the Next Turnout below each point of introduction of groundwater.

9.8.4 Use of District Pumps. In order to facilitate the exchange of groundwater pursuant to this Section 9.8, City may enter into an agreement with District for the use of District owned or controlled pumps to accomplish the exchange. City shall reimburse District for all costs incurred, including electric rates normally charged for pumping and costs of operations, maintenance, repair, administration, and personnel. Agreements pursuant to this Section 9.8.4 shall be at the sole discretion of District.

9.9. Force Majeure. District shall be excused from its obligation to deliver Treated Water in the event that District is rendered unable, wholly or in part, by force majeure to carryout its obligations under this Agreement. Upon the occurrence of an event of force majeure, District shall give notice and full particulars of the force majeure in writing, or by telephone followed by a writing. District's performance shall be suspended during the continuance of the force majeure. The term "force majeure" as used herein shall mean acts of God, strikes, lock-outs, failure or refusal of any person or entity to comply with then existing agreements to obtain or ship materials or equipment, or industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, volcanic eruptions,

fires, flood, washouts, or other natural disasters, threat of physical harm or damage resulting in the evacuation or shutdown of facilities necessary for the supply, treatment, and distribution of water, arrests and restraints of governments and people, civil disturbances, insurrection, explosions, sabotage, restraint by court order or public authority, other than District, having jurisdiction over the Project, and action or non-action by, or failure to obtain authorizations or approvals from, any governmental agency or authority of competent jurisdiction, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming force majeure and which, by the exercise of due diligence, the Party is unable to prevent or overcome. District shall use its best efforts to promptly bring to an end any condition falling within the definition of force majeure. District shall prepare, revise from time to time as appropriate, and implement when necessary an operational plan to deal with strikes and lockouts so as to minimize interruption of the delivery of Treated Water to City in the event of a strike or lockout. It is understood and agreed that the settlement of strikes or lockouts shall be entirely at the discretion of the Party having the difficulty. In the event of a strike or lockout, District's obligation to perform under this Agreement shall not be suspended for a Period of more than 60 days. If District gives notice of a force majeure event which impacts District's ability to deliver Treated Water, then the provisions of Section 13 shall be determinative as to whether City is excused from its obligation to pay Debt Service and Fixed Costs. Upon the occurrence of any event of force majeure which may render District wholly or in part unable to carry out its obligations under the Agreement, to the extent reasonably practical District shall use its best efforts to promptly implement a plan to ensure the continued operation of the Project and continued delivery of Treated Water to City.

10. ADVANCE OF PRE-CONSTRUCTION COSTS.

10.1. Advances by District, City, Sunk Costs, and Approval of Other Costs. City shall be liable for the payment of all costs and expenses of all Phases of the Project in accordance with this Agreement. To facilitate the planning and construction of the First Expansion Facilities, and pursuant to the Prior Agreement, District has already advanced certain First Expansion Facilities costs. Some costs have been advanced by City. District shall advance all costs reasonably necessary for completion of all engineering and design work, feasibility studies, permit, and licensing costs, and all other work required and conducted during the Design Phase of the First Expansion Facilities. The costs shall be reimbursed by City as set forth in Section 10.2; however,

in order for costs incurred by District to be reimbursed by City, the costs must be either included as Sunk Costs identified in Exhibit A or approved by City. Separate approval shall not be required as to costs approved as a part of a Project milestone as provided in Sections 18.3 and 18.4. Any cost not approved by City shall be subject to further review in the manner provided in Section 18.6. As also indicated on Exhibit A, City has also advanced a portion of Sunk Costs.

10.2. Reimbursement. Upon Termination, City shall reimburse District for all Sunk Costs and Advances not previously reimbursed or incorporated into a Financing, unless the Parties agree otherwise. In the event of a Termination of the First Expansion Facilities pursuant to Section 22.2, and the Parties abandon the First Expansion Facilities, City shall not be required to reimburse District pursuant to this Section 10.2. If the Project proceeds to Financing, reimbursement of Sunk Costs and Advances to District and reimbursement of Sunk Costs to City shall be included in the principal amount of the financed obligation. District and City shall be reimbursed for Sunk Costs and District shall be reimbursed for Advances from the proceeds of the Financing.

10.3. Interest on Advances. Amounts advanced by the Parties pursuant to Section 10.1 shall bear interest at District Interest Rate until repaid.

10.4. Costs of Studies and Negotiation Borne by Each Party. Costs of studies conducted by either Party for its own purposes and costs associated with the preparation and negotiation of this Agreement or subsequent or other agreements between the Parties shall be borne by the Party incurring the costs and shall not be advanced pursuant to Section 10.1, nor reimbursed pursuant to Section 10.2.

11. DRAINAGE.

11.1. Responsibility. District shall not be responsible for any drainage pumping or facilities necessary to maintain water tables so as to avoid damage to structures and crops within the Service Area of City. City shall not be responsible for any drainage pumping or facilities necessary to maintain water tables so as to avoid damage to structures and crops outside the Service Area of City.

11.2. Indemnification. Each Party shall indemnify, protect, defend, and hold harmless the other Party, and its respective officers, directors, officials, employees, agents, and volunteers, from and against any and all liabilities, claims, damages, losses, judgments, penalties, costs or expenses (including attorney fees) arising from rising groundwater tables within the service area

of the indemnifying Party. For the purposes of this Section 11.2, District's service area shall be that portion of District lying outside of the Service Area of City.

12. RESERVE FUNDS.

12.1. Reserve and Contingency Fund. District shall continue to maintain a Reserve and Contingency Fund. The Initial Amount shall be \$500,000.

12.1.1. Additional Deposits to Reserve and Contingency Fund. If the balance in the Reserve and Contingency Fund shall fall below the Initial Amount as of the end of any Year, then the amount of the shortfall shall be added to the amount to be paid by City pursuant to Section 15 during the next ensuing Domestic Water Year.

12.1.2. Withdrawals From Reserve and Contingency Fund. The Reserve and Contingency Fund shall be subject to withdrawals by District for the following purposes:

12.1.2.A. Unbudgeted Items. The cost of (i) unbudgeted necessary repairs and replacements required to maintain the Project in good order in keeping with the standards evidenced by similar sized potable water treatment plants in Northern California and at all times able to produce Treated Water meeting the standards of Section 9.4; plus (ii) all unbudgeted Modifications.

12.1.2.B. Costs in Excess of Budget Amount. Costs, including, among other things, Fixed Costs and Debt Service, for the operation and maintenance of the Project, which exceed the funds available pursuant to Section 15 for any Period.

12.1.2.C. Budgeted Items. The cost of budgeted repairs, replacements, and Modifications if so agreed by all of the Parties.

12.1.3. Increase or Decrease in Reserve and Contingency Fund. From time to time, as a part of and subject to the budget process set forth in Section 18.7.2, District may, if experience reasonably indicates, increase or decrease the Initial Amount and in the event of an increase in the Initial Amount, provide for necessary additional payments by City during the next ensuing Domestic Water Year so as to increase the balance in the Reserve and Contingency Fund. In the event of a decrease in the Initial Amount, the excess balance in the Reserve and Contingency Fund shall be credited against payments due from City during the next Domestic Water Year.

12.1.4. Reserve and Contingency Fund Advances. If at any time because the Reserve and Contingency Fund is depleted or contains insufficient funds so that District must

advance funds which otherwise would be obtained from withdrawals from the Reserve and Contingency Fund under Section 12.1, then the aggregate amount of the advances during any Year and the amount necessary to replenish the Reserve and Contingency Fund to its established balance shall be added to the amount to be paid by City pursuant to Section 15 during the next ensuing Domestic Water Year. The amount of advances by District to the Reserve and Contingency Fund while outstanding shall bear interest at District Interest Rate. Funds received monthly by District by payments from City pursuant to this Section 12.1.4 shall be applied first to interest and then to the replenishment of the Reserve and Contingency Fund.

12.1.5. Interest on Reserve and Contingency Fund. Funds in the Reserve and Contingency Fund shall be invested by District and actual interest earned on the funds shall be credited to the Reserve and Contingency Fund.

12.1.6. Reports. District shall submit to the Technical Committee no less often than quarterly a report setting forth the current balance of the Reserve and Contingency Fund, income and expenditures from the Fund, and anticipated expenditures, if any during the remainder of the year.

12.2. Debt Service Reserve Fund. District shall establish and maintain a Debt Service Reserve Fund. There shall be deposited into the Debt Service Reserve Fund from the Fixed Financing, an amount equal to the Maximum Annual Debt Service. The Debt Service Reserve Fund shall be held by the Trustee. If the First Expansion Facilities proceed to Financing, then the amount of the Debt Service Reserve Fund under this section shall be increased by an amount equal to the Maximum Annual Debt Service for the Fixed Financing of the First Expansion Facilities. In the alternative, District may establish and maintain under this section a second, separate Debt Service Reserve Fund in this amount for the First Expansion Facilities.

12.2.1. Withdrawals From Debt Service Reserve Fund and Replenishment of Debt Service Reserve Fund. Withdrawals from the Debt Service Reserve Fund shall only be made for the purpose of making current payments of Debt Service obligations. If any such withdrawal is made from the Debt Service Reserve Fund, due at any time that funds available under the provisions of Section 15 and/or Section 12.1 are insufficient to meet current Debt Service Reserve Fund, City shall pay pursuant to Section 14.1 and Section 15.1 that amount necessary to replenish the amount on deposit in the Debt Service Reserve Fund to an amount

equal to the Maximum Annual Debt Service no later than one year following such withdrawal from the Debt Service Reserve Fund.

12.2.2. Interest On Debt Service Reserve Fund. Funds in the Debt Service Reserve Fund held by the Trustee shall be invested by District and actual interest earned on the funds shall be credited annually as a part of each Year's budget to sums otherwise due from City pursuant to Section 15 after deducting from interest earnings any amounts which must by law be paid to the United States. It is anticipated that the Debt Service Reserve Fund will be invested in an investment vehicle such as Guaranteed Investment Contingent Fund or a state and local government securities fund.

12.2.3. Final Disposition. The balance on hand in the Debt Service Reserve Fund shall be applied to the final payment or payments of Debt Service.

12.2.4. No Duplication. To the extent the Financing documents provide for a Debt Service Reserve Fund, the provisions of the Financing documents shall prevail. In the event that any reserve requirements set forth in any Financing documents duplicate or parallel the requirements of this Section 12.2, it is agreed that in no event shall contributions to the Debt Service Reserve Fund and any similar fund exceed an aggregate amount equal to the Maximum Annual Debt Service.

13. FINANCING AND TAKE OR PAY PROVISION.

13.1 District to Arrange Financing, Take or Pay Provision, Excuse from Take or Pay. District, subject to Section 18.5, shall use its best efforts to arrange Financing for the construction of the First Expansion Facilities using bonds or other evidences of indebtedness or certificates of participation, which shall be secured in part by the provisions of this Agreement.

City shall pay the Fixed Costs and Debt Service of the Project whether or not the Project or any part of it is operating or operable or its output or capability is suspended, interrupted, interfered with, reduced or curtailed, or terminated in whole or in part except as excused below. The payments of Fixed Costs and Debt Service shall not be subject to reduction whether by offset, counterclaim, recoupment, or otherwise and shall not be conditioned upon the performance or nonperformance by either Party to any agreement or for any other cause or reason whatsoever. The "take or pay" obligation of City with respect to Debt Service shall commence at the time that Debt Service payments actually commence under the applicable Financing. The "take or pay" obligation of City with respect to Fixed Costs shall commence at

the time of the commencement of the Commercial Operation Phase, which shall occur at the end of the Test Period. City shall not be required to pay Debt Service or Fixed Costs if any of the following specific conditions shall occur:

13.1.1. Excuse, 50 Percent of Contracted Water Not Delivered. District for any reason other than Drought shall fail to deliver at least 50% of the Treated Water that City is scheduled to receive for any Domestic Water Year (as determined pursuant to sections 17.1 and 17.2 of the Agreement) for a Period in excess of 18 consecutive months. For purposes of this provision, the particular Domestic Water Year shall be that year in effect at the beginning of the 18-month term.

13.1.2. Excuse, 50 Percent of Water Supply. 50 percent or more of District's total annual water supply, as adjusted as provided in Section 17.2 shall be lost or unavailable for physical reasons beyond District's best efforts to control, other than Drought, for a Period in excess of 24 consecutive months.

13.1.3. Excuse, 80 Percent of Water Treatment Plant Destroyed. 80 percent or more of the water treatment plant, which is a part of the Project, shall be destroyed or disabled for a period in excess of 24 consecutive months.

13.2. New Period of Excuse. A new 18 month, and if applicable, 24 month Period, shall not commence for the purpose of Section 13.1 until a consecutive 12 month Period, during which at least 75 percent of the Treated Water which City is to receive pursuant to Sections 17.1 and 17.2 of this Agreement has been delivered, has passed.

14. PAYMENT FOR WATER BY CITY.

In exchange for District agreeing to make available to City Treated Water in the manner set forth in this Agreement, City shall pay each Domestic Water Year in equal monthly installments the sum of the items set forth below. The sum shall be calculated and paid to District as set forth in Section 15 regardless of the amount of Treated Water actually delivered to City, or, subject to the exceptions found in Section 13.1, whether any Treated Water is delivered. The sum to be paid shall be comprised of the following:

14.1. Debt Service. Debt Service, so long as there is outstanding indebtedness incurred by District in connection with the Project, plus the amounts, if any, necessary to replenish the Debt Service Reserve Fund pursuant to Section 12.2.1.

14.2. Raw Water Charge. District shall charge City for Raw Water at the same rate as District charges for water furnished by District to its agricultural water users. The Raw Water Charge shall be charged only for water actually delivered to the Water Treatment Plant. In setting the rates for Raw Water, District shall be guided by the following principles:

- (i) The economy of District is, to a great extent, dependent upon fair, reasonable, and economical irrigation water rates, and District, in setting such irrigation water rates shall be mindful of the impact that increases in water rates would have on agriculture and the economy of District.
- (ii) District shall not derive a profit from its Raw Water diverted to the Project.
- (iii) City shall be fully advised through the budget process set forth in Section 18.7 of the proposed water rates to be set by District.
- (iv) The rates established for Raw Water and water furnished to District's agricultural water users shall be adopted by the Board only after a public hearing for which at least ten days' notice has been given in writing to City.
- (v) Water rates shall be fair, reasonable, and economical as to both District's agricultural water users, and to City.

In order to observe the foregoing principles, it will be necessary to convert the agricultural water users supply to acre feet and the agricultural water users charge to a "per acre foot charge." The cost of Raw Water shall then be calculated as follows:

14.2.1. Agricultural Allocation in Acre Feet. District provides a water supply to its agricultural water users during each irrigation season. In some seasons, it is possible to allow irrigation water to each agricultural water user to the extent of demand. In other seasons it is found necessary by the Board to allocate, that is to reduce, the amount of water available to agricultural water users. When allocation is necessary it is the practice of the Board to announce, usually in March or April, the allocation for the season allowing a certain number of inches of water for the season for each agricultural acre to which agricultural water is provided. For the purposes of this Agreement, if no allocation of agricultural water is announced for any agricultural season, then the allocation for that season shall be presumed to be 42 inches. The

allocation for agricultural water for each irrigation season shall be converted to acre feet by taking the number of inches of water allocated and dividing by 12. In some Years the Board may provide for an allocation on an optional basis. For example, the Board may provide for a base supply of 33 inches of water for each agricultural acre at a charge of \$7.50 per acre with an option of up to another 12 inches for \$7.50 per acre with a limited option in certain cases for additional water at \$15.00 per acre-foot. Under such an allocation, a maximum allocation of 42 inches would be assumed and the allocation of 42 inches would be divided by 12 to obtain acre-feet.

14.2.2. Acre Foot Charge. Presently, District charges for water furnished to agricultural water users on a per acre basis; Raw Water furnished pursuant to this Agreement shall be charged on a per acre foot basis. Accordingly, the per acre charge for agricultural water set for each irrigation season by District shall then be divided by the number of acre feet derived pursuant to Section 14.2.1 and the result shall be the charge for each acre foot of Raw Water supplied to the Project for that irrigation season. In the event of an allocation similar to the example, as described in Section 14.2.1, the first 33 inches would be divided by 12 and the quotient would be divided into \$7.50. The remaining nine inches of the total of 42 inches would be divided by 12 and would be charged at the rate of \$7.50 per acre-foot.

14.2.3. Irrigation Season not Concurrent with Year. Each irrigation season, depending upon need, commences at some time after the beginning of each Year. Thus, two Raw Water rates may be applicable for portions of each Year; the actual Raw Water charges for each Year shall be calculated accordingly.

14.2.4. Raw Water Charge not Applicable. Treated Water delivered in exchange for groundwater delivered to District irrigation canals pursuant to Section 9.8 shall be subject to the same costs as all other Treated Water except there shall be no charge for Raw Water provided for in this Section 14.2.

14.2.5. Change in Method for Charging for Agricultural Water. In the event that District adopts a new method of charging for, or allocating, agricultural water, the Parties shall agree upon a new method of calculating the Raw Water charge devised so that the Project shall bear the same cost per acre foot as is borne by the agricultural water users of District.

14.2.6. Measurement of Raw Water. Raw Water shall be measured at its point of entry into the MRWTP.

14.3. Operation and Maintenance Costs. The actual operation, maintenance, repair, replacement, and Modification costs directly attributable to the operation of the Project for the Year, less sums drawn against the Reserve and Contingency Fund pursuant to Section 12.1.2, except any sum drawn against the Reserve and Contingency Fund for Debt Service. It is agreed that no item for depreciation shall be included in the sums calculated and paid pursuant to this Section 14 and Section 15.

14.4. Administrative Services. An amount equal to the reasonable actual cost of administrative services fairly attributable to the operation of the Project and the administration of this Agreement including, but not limited to, legal, accounting, and consulting engineering services, and the actual cost of paying agents or other services which District requires in processing and making payments to the holders of indebtedness incurred by District in connection with the Project.

14.5. Insurance. The actual cost of all insurance required by this Agreement to be maintained by District.

14.6. Electric Energy. The cost of electric energy provided to the Project. Electric energy will be provided by District. District shall charge the Project, from time to time, consistent with District policy as to use and applicable rate structure and cost the same as would be charged to District itself.

14.7. Other Payments and Costs and Deductions From Payments and Costs. The amount of payments or costs and deductions from payments or costs specified by Sections 12.1.1, 12.1.3, 12.1.4, and 12.2.2, and 16.3.2.

14.8. Payments by City to District for Raw Water Only. To assist District in planning its budget, City will pay District on an annual Domestic Water Year basis in accordance with the following:

1. City shall estimate and provide its estimate to District no later than thirty (30) days prior to the commencement of each Domestic Water Year, its anticipated usage of Treated Water.
2. District shall multiply the raw water charge determined in accordance with Section 14.2, above, by City's estimate to obtain a total estimated annual Raw Water Charge to City for budget planning purposes.

3. At the end of each Domestic Water Year, District shall calculate City's actual total Raw Water Charge in accordance with Section 14.2 of this Agreement, based on actual Raw Water used and use this cost for calculation of City's payments pursuant to Sections 15.3 and 15.4.

14.9. First Expansion Facilities. Upon completion of the First Expansion Facilities (as evidenced by the Commercial Operation Date), the application of the billing and payment provisions in this section shall be modified to provide for billing and payment to include the operation and maintenance of the First Expansion Facilities.

15. TIME AND MANNER OF PAYMENT BY CITY TO DISTRICT.

15.1. Monthly Payments. Payment of the total sum due for each Year pursuant to Section 14 shall be as set forth in this Section 15. Each monthly payment to be made pursuant to this Section 15 shall be made on the first day of each month.

15.2. Proration. Any payment made pursuant to this Agreement which covers less than a full month or which covers less than a Year shall be prorated accordingly.

15.3. Calculation of Monthly Payments. Prior to December 31 of each Year, District shall prepare and adopt a budget for the forthcoming Year pursuant to section 18.7 of this Agreement. The budget shall include all of the items listed in section 14. The budget for a Year shall determine and set forth a monthly payment amount to be made by City which shall be the net amount of budgeted expenses for the Year, less any refunds or credits allowed to District in connection with the Project pursuant to the Agreement, divided by 12. Each Year, the new monthly payment calculated as provided in this section 15.3 shall take effect at the beginning of the next ensuing Domestic Water Year (i.e., the new monthly payment for a Year shall take effect on May 1 of that Year). Regarding the First Expansion Facilities, (a) the budget and City payments shall be increased to include Debt Service for the First Expansion Facilities Financing for the Year in which the Debt Service payments for such Financing become due, and (b) the budget and City payments shall be increased to include the other expense items for the First Expansion Facilities listed in section 14 after the Commercial Operation Date for the First Expansion Facilities.

At the conclusion of each Year, District shall prepare an accounting of the actual expenses for the Year as compared with the Year's budget and City payments for the Year, and determine whether City made overpayments or underpayments for the Year based on the actual

City payments compared to actual expenses. City shall pay the amount of any underpayment for a Year in a lump sum payment to District. District shall pay the amount of any overpayment for the Year in a lump sum payment to City. The amount of any such overpayment or underpayment shall be reflected in the first invoice for the Domestic Water Year immediately following the completion of the accounting, and shall be due and payable at the time payment of such invoice is due and payable.

15.4 Late Payments. Any amounts owed by one Party to the other Party under this Agreement that is not paid in full when due shall thereafter bear interest at the rate of 1% per month of the unpaid balance, or at the maximum lawful rate, whichever is less.

16. GENERAL PAYMENT PROVISIONS.

16.1. Percentages. [Not Used].

16.2. Records. District shall (i) keep and maintain and provide to City detailed cost accounting reports documenting the Project costs, (ii) keep and maintain separate accounting and bookkeeping records with a separate account and fund for the Project, and (iii) allow City and its employees, accountants, attorneys and agents to review, inspect, copy and audit the accounting and bookkeeping records of District, including all source documents. District shall have the right to review, inspect, copy, and audit all accounting and bookkeeping records of City, including all source documents, as may pertain to the receipt, delivery, and sale of water received from the Project.

16.3. Security for Payment, Rate Covenant by City. Prior to obtaining the Financing for the First Expansion Facilities as set forth in Section 13.1, District shall be entitled to the assurances it may reasonably deem necessary, and be entitled to the financial information as may be necessary, to ascertain that City is in the financial condition as will allow it to fulfill its financial commitments to the First Expansion Facilities.

16.3.1. [Not Used]

16.3.2. Security from City. City's security obligation pursuant to this Section 16.3 shall be satisfied by the following rate covenant and pledge of City Gross Water Revenues which shall be effective and binding upon City upon the execution of this Agreement by the Parties:

16.3.2.A. Rates and Charges. City shall fix, prescribe, and collect water rates and charges which shall be at least sufficient to yield City Gross Water Revenues during

each fiscal year of City in an amount equal to: (i) the payment obligations of City under this Agreement during the fiscal year other than Debt Service; (ii) City maintenance and operations costs to the extent not included in clause (i) above; plus (iii) one hundred twenty-five percent (125%) of the Debt Service to be paid during the fiscal year.

16.3.2.B. Pledge. All City Gross Water Revenue and all money on deposit in the funds established by this Agreement are hereby irrevocably pledged to the punctual payment of the interest on and principal of and redemption premiums if anyone the obligations evidencing the Financing and all obligations of City under any Parity Debt. This pledge shall constitute a lien on and security interest in City Gross Water Revenues and funds established by this Agreement and shall attach, be perfected, and be valid and binding from and after the consummation of the Financing or the issuance of Parity Debt, without any physical delivery thereof or further act. If City gives any additional collateral to secure the payment of the Financing, City agrees that such collateral shall also secure all obligations of City under any Parity Debt on a pari passu basis.

16.3.2.C. Similar Covenant. City hereby covenants and agrees that it shall require a covenant substantially similar to clauses (i), (ii), and (iii) of Section 16.3.2.A with respect to all Parity Debt.

16.3.2.D. Parity Debt. In addition to its obligations hereunder, City may issue or incur Parity Debt in such principal amount as shall be determined by City in accordance with Section 16.3.2.C.

16.3.2.E. Subordinated Debt. In addition to its obligations hereunder, City may issue or incur loans, bonds, notes, advances or indebtedness payable from City Gross Water Revenues on a junior and subordinated basis with its obligations hereunder in such principal amount as shall be determined by City.

16.3.2.F. Amendment To Obtain Financing. This Section 16.3.2 may be amended from time to time by the Parties to the extent necessary to obtain the Financing as set forth in Section 13.1 and, after the Financing is obtained and so long as it remains unpaid, may only be amended in accordance with the terms and conditions of the legal documents for the Financing.

16.3.2.G. Alternative Security. City may be relieved from its obligation to perform any of the covenants set forth in this Section 16.3.2 by providing to District for

deposit with Trustee a policy of municipal bond insurance, irrevocable letter of credit, surety bond or similar credit facility assuring payment of Debt Service due and payable by City pursuant to this Agreement, and which is acceptable to District and Trustee in accordance with the terms and conditions of the Financing.

17. DELIVERY OF WATER.

17.1. Water Supply to City. Subject to Sections 4.41 and 17.2, District shall make available to City an amount of Treated Water equal to 30 million gallons per day. District shall consult with City on a regular basis during the Commercial Operation Phase to determine the schedule of deliveries, and, consistent with the terms of this Agreement, District shall use its best efforts to meet the requirements of City. Notwithstanding any other provision of this Agreement, in a Drought situation the delivery of surface water by District for agricultural uses to its agricultural customers and for municipal uses to City shall be reduced in equal proportions in accordance with the formula in Section 17.2.

Upon completion of the First Expansion Facilities (as evidenced by the Commercial Operation Date), the Treated Water quantities as set forth in sections 17.1 to 17.7 shall be changed from 33,602.1 acre-feet per year and 30 million gallons per day to 67,204.2 acre-feet per year and 60 million gallons per day.

District promises and agrees to treat District's agricultural customers and City on a parity basis. If District is required to reduce deliveries, it will cut back its deliveries to its agricultural customers and to City in equal proportions. In keeping with the foregoing, District agrees that its commitments to its agricultural customers and to City shall be met before any subsequent water transfers for delivery of water outside District's boundaries. It must be understood, however, that "transfers" between District and Turlock Irrigation District made in the ordinary course of operations are not included in the foregoing, as District and Turlock Irrigation District regularly deliver water to each other in the interest of maximizing beneficial use of their water rights and facilities.

17.2. Formula for Water Allocation. During each Domestic Water Year, District shall make available to City 33,602.1 acre feet of Treated Water provided that the allocation of City shall be reduced in any Domestic Water Year that the following calculation results in a sum less than 33,602.1 acre feet:

$$(Y/42) \times 33,602.1 = X$$

"Y" shall be the actual number of inches of water allocated by the Board to agricultural water users for the subject irrigation season commencing immediately prior to each Domestic Water Year. In the event a portion of the water allocation is optional as in 1991 as described in Section 14.2.1 and the fixed and optional amounts equal or exceed 42 inches, then City shall be assumed to have exercised the available option up to a total of 42 inches for the purposes of the above calculation. If no allocation is made for any irrigation season, the allocation shall be presumed to be 42 inches. The actual maximum Treated Water allocation of City for the subject Domestic Water Year shall be 33,602.1 acre feet of Treated Water or the amount calculated as "X" in the above formula, whichever is less. It is anticipated that from time to time District may modify its current agricultural water allocation. When District makes changes in its agricultural water allocation that result in the above allocation formula no longer ensuring that reductions or increases in available water are in equal proportions as between District's agricultural customers and City, subject to the limitation of 33,602.1 acre feet of Treated Water, the Parties shall meet and confer and agree upon necessary changes in the above allocation formula so as to ensure that reductions and increases in available water are in equal proportions as between District's agricultural customers and City.

Except as provided in Section 17.3, in no event shall District be required to make available to City, more than 33,602.1 acre feet of Treated Water for First Expansion Facilities during any Domestic Water Year. If the applicable formula during any Domestic Water Year provides for an annual allocation of less than 33,602.1 acre feet, there shall be no suspension in the payment obligations of City, set forth in Section 14, regardless of the length of the Period during which deliveries of Treated Water shall be less than 33,602.1 acre feet for each Domestic Water Year. Nothing contained in this Section 17.2 shall be deemed to modify in any way District's right to suspend, curtail, or reduce water deliveries as provided in Section 9.9 and in this Section 17.2. Nothing in this Agreement shall be construed to require District to curtail deliveries of water during any Period.

17.3. Treated Water Delivery Schedule. The parties acknowledge that City's water needs vary throughout the Domestic Water Year with high peak day demands in summer and lower demands in winter. City shall have the right to specify, on a daily basis, its water delivery requirement for the following day (or longer period of time as agreed between the parties) and

District shall be obliged, subject to its engineering, operating, maintenance, regulatory, safety and other practical requirements, to make a good faith effort to meet the daily (or longer period) demands specified by City.

17.4. Adjustment of Curtailment. In the event that a severe and prolonged drought threatens the ability of City to deliver adequate drinking water to its customers despite its efforts to impose rationing and to utilize all water resources available to it, the Parties shall meet and confer to determine whether, and upon what terms, water allocations other than those provided for in this Agreement could be implemented which would alleviate hardships to the customers of City without unduly or disproportionately injuring agriculture. In the event that water deliveries during a Domestic Water Year must be curtailed pursuant to Section 17.2, for the reasons set forth in the preceding sentence or for any other reason, the Parties shall meet and confer for the purpose of reaching an agreement as to an alternative curtailment formula or water allocation basis which more equitably and more fairly meets the then current needs of the agricultural and municipal water users within District's boundaries. The Parties shall also endeavor to reach agreement upon other terms and conditions necessary to implement an agreement. The duration of an adjustment agreement shall be specified in the agreement. In the event that no agreement can be reached, the deliveries shall be curtailed in accordance with the formula set forth in Section 17.2 of this Agreement.

17.5. Exchange for Groundwater. During a Domestic Water Year in which City's allocation is reduced below 33,602.1 acre feet of Treated Water, City shall continue to have the option to deliver groundwater to the irrigation canal system in exchange for additional surface water as provided by Section 9.8.

17.6. Water to Remain in District's Irrigation District Boundary. No Treated Water delivered by District to City, not offset by City groundwater and City water supplies other than the Treated Water within District's Irrigation Boundary, shall be allowed to flow outside District's Irrigation District Boundary. In order to demonstrate and ensure compliance with this Section 17.6, City shall install and maintain meters to monitor flow and usage at appropriate locations on its water delivery systems to determine (i) the amount of all Other City Water delivered to the Service Area, and (ii) the amount of all water (whether Treated Water or Other City Water) transported outside District's Irrigation District Boundary. City shall monitor these records to ensure that the amount recorded under (i) is at all times greater than or equal to the

amount recorded under (ii). City shall maintain records as to the items set forth above in this Section 17.6 which records shall be open to reasonable inspection by District, and its officers, directors, officials, employees, agents, and volunteers. A monthly summary of the applicable records shall be provided to District by City .

17.7. Conjunctive Use. It is understood by the Parties that from time to time water allocations for a Domestic Water Year to City may be reduced below 33,602.1 acre feet by the application of the formula set forth in Section 17.2. Accordingly, City shall exert its best efforts to maintain, in its judgment, reasonable groundwater pumping capacity to meet the needs of its Service Area during times of reduced surface water allocations. City's obligation to maintain reasonable groundwater pumping capacity shall be subject to the constraints of the groundwater basin underlying City as described in the Urban Water Management Plan and other City records, and City's obligation shall be subject to what is feasible and cost-effective.

18. PROJECT MANAGEMENT.

18.1. District's Board of Directors.

18.1.1. Final Decisions. Subject to the Approvals set forth in Section 18.3 and Section 18.5 and subject to the review set forth in Section 18.5 and Section 18.6, the Board shall be the final decision making authority with regard to the Project. The Board shall consider the recommendations of the Project Manager. All Board decisions shall be made at duly noticed regular meetings or special meetings.

18.1.2. Project Manager. The Board shall appoint a Project Manager, who shall perform those duties set forth in Section 18.2.

18.2. Duties of Project Manager.

18.2.1. Implementation of this Agreement. The responsibility for implementing and administering this Agreement and for carrying out the tasks necessary for the successful completion of each of the Phases of the First Expansion Facilities shall be vested in the Project Manager.

18.2.2. Notice to Advisory Committees. The Project Manager, in the course of fulfilling his responsibilities, shall provide the Advisory Committees reasonable advance notice of impending major decisions as defined in Section 18.6.1.C.

18.2.3. Specific Duties. The Project Manager shall have the following powers, duties, and responsibilities:

18.2.3.A. Work Plans. Developing a work plan for each Phase of the Project.

18.2.3.B. Progress Reports. Submitting periodic progress reports to the Parties and to the Board.

18.2.3.C. Administering Contracts. Administering this Agreement and any contracts as are entered into pursuant to this Agreement.

18.2.3.D. Public Information. Serving as public information officer for the Project.

18.2.3.E. Recommending Consultants. Recommending the hiring or utilization of consultants, engineers, contractors, attorneys, underwriters, and other services necessary to carry out the Project.

18.2.3.F. Financial Report. Preparing an annual financial report within three months of the end of each Year of the operation of the Project for review by the Advisory Committees. The annual financial report shall include the amount of water delivered by District to its agricultural customers and to City during the preceding Year. To the extent permitted by data available at the time of preparation of the report, the report shall also include estimates of the amount of water which will be available during the current Year for delivery to the agricultural water users of District and to City. In the event that during the Year changed water conditions modify the projections of the availability of water to District's customers, the Project Manager shall promptly notify the Advisory Committees.

18.2.3.G. Emergency Plans. Developing emergency plans for dealing with reasonably anticipated events of force majeure so as to minimize, to the extent practical, the interruption or curtailment of the operation of the Project and, to the extent practical, ensure the continued delivery of Treated Water to City.

18.2.3.H. Other Duties. Other duties as are necessary and proper to carry out the Project.

18.3. City Approval of First Expansion Facilities Milestones. Since City will be paying virtually all costs associated with design, construction, operation, maintenance, repair, reconstruction, and Modifications of and to the First Expansion Facilities, the Parties agree and consent that City shall have the authority to approve or disapprove major First Expansion Facilities milestones as follows:

18.3.1. Engineering Services. Prior to District's approval of any engineering services contract concerning the design and engineering of the First Expansion Facilities, City shall review the contract or contracts and each shall provide District with written authorization to proceed.

18.3.2. Review of Preliminary Design. Prior to proceeding with the final Design Phase under an engineering services contract, City shall review the preliminary design plans and preliminary cost estimate and each shall provide District with its written authorization to proceed.

18.3.3. Acceptance of Final Design. Prior to accepting the final design work, including construction ready final plans and specifications and final cost estimate, City shall review the final design work and cost estimate and shall provide District with its written authorization to proceed.

18.3.4. Construction Contracts. Prior to District's approval of a construction contract or contracts for the construction of the First Expansion Facilities, City shall review the construction contract documents and shall provide District with its written authorization to proceed.

18.4. Processing Milestone Approvals. City shall act promptly in giving or refusing to give any of the written authorizations to proceed as set forth above. The written authorizations to proceed to be given by City shall not be unreasonably withheld. If City fails to provide its written authorization to proceed, or written refusal of authorization, within 45 days from the date of the written request for authorization from District, then City shall be deemed to have authorized District to proceed with the milestone in question. If City refuses to authorize any of the foregoing Project milestones, it shall set forth in writing its reason or reasons for the refusal and shall timely provide the writing to the other Party. Thereafter either (i) District shall work to address and resolve City's concerns and then re-request the written authorization to proceed for the particular Project milestone, or (ii) either Party may terminate the First Expansion Facilities pursuant to Section 22.2.

18.5. Project Financing Approvals. Prior to issuing bonds or other evidences of indebtedness or certificates of participation for the purpose of Financing the First Expansion Facilities, District shall give written notice to City that the time to commence Financing has arrived. Within 30 days of the notice, the Finance Committee shall meet and confer at least once

and within 60 days of the notice City shall advise District in writing as to whether Fixed Financing or Variable Financing shall be used. If City advises in writing that Fixed Financing is to be used or fail to give their written advice within 60 days of the notice, the Fixed Financing shall be used.

18.5.1. Fixed Financing. If Fixed Financing is to be used, District shall give written notice to City that Fixed Financing is to be used and shall request that City give to District a not-to-exceed TIC within 30 days of the notice and request. Within 15 days of the notice and request by District, the Finance Committee shall meet at least once. Upon receipt of a not-to-exceed TIC from City, District shall thereafter be responsible for marketing the Financing subject to the not-to-exceed TIC approved by City. The members of the Finance Committee shall be present at the time and place of marketing and they and their financial advisers shall consult with the persons responsible for the marketing for District and the terms and conditions of the Financing, but all final decisions shall be made by District, provided that the TIC of the issue is (i) the lowest then available, and (ii) at or below the not-to-exceed TIC approved by City. In the event City fails to approve a not-to-exceed TIC within 30 days of the notice from District that Fixed Financing is to be used, then the Parties shall seek to reach agreement as to a not-to-exceed TIC or either Party may terminate the First Expansion Facilities pursuant to Section 22.2. It is understood that bond insurance shall be used with Fixed Financing if, when the cost of bond insurance premiums is included in Debt Service, the result is the lowest Fixed Financing alternative available at the time of Fixed Financing.

18.5.2. Variable Financing. Variable Financing shall be used only during the Construction Phase, except as otherwise provided herein. If City agrees that Variable Financing should be undertaken, District shall issue Variable Financing for the duration of the Construction Phase. No later than 60 days after the Commercial Operation Date, the Variable Financing shall be replaced entirely by Fixed Financing unless the Parties unanimously agree to the contrary. It is understood that Variable Financing may require the use of a letter of credit and, if that is the case, the cost of the letter of credit shall be financed out of the Variable Financing.

18.5.2.A. Initial Financing. Variable Financing shall initially be issued in the maturities and at the interest rates as, in the judgment of District after consulting with the Finance Committee, provides the most cost-effective combination of maturities and interest rates.

Thereafter, as the securities mature, District shall be solely responsible for the remarketing of the securities until the Issuance of the Fixed Financing.

18.5.2.B. Conversion During Construction Phase. If Variable Financing is issued for the First Expansion Facilities, City may, during the Construction Phase, request that District convert the Variable Financing to Fixed Financing. The request may be conditioned upon the ability of District to secure the Fixed Financing at a TIC specified in City's request.

18.5.2.C. Conversion Upon Commercial Operation. If no request to convert Variable Financing to Fixed Financing has been made prior to the Commercial Operation Date, District shall convert the Variable Financing to Fixed Financing on the Commercial Operation Date, or within 60 days thereafter without regard to the provisions of Section 18.5.1, provided, however, that District shall consult with the Finance Committee during the time it is converting the Variable Financing to Fixed Financing unless the Parties unanimously agree to the contrary.

18.6. Advisory Committees. In order to assist District and the Project Manager with the implementation of the Project, the following committees are formed and shall have the following duties, responsibilities, and authority:

18.6.1. Policy Committee. A Policy Committee consisting of two City Council members and two members of the Board. The Policy Committee shall meet at least twice each Year, and at other times when a meeting is called by the Project Manager. Each member of the Policy Committee shall serve at the pleasure of the Party selecting that member. The Policy Committee shall function during all three Phases, and shall have the following responsibilities and authority:

18.6.1.A. First Expansion Facilities Milestones. To review and make recommendations to City concerning the request for authorization to proceed with First Expansion Facilities milestones pursuant to Section 18.3. District and the Project Manager shall not request written authorization to proceed with any of the First Expansion Facilities milestones until after the Policy Committee has reviewed the proposal and made a recommendation to City.

18.6.1.B. Budget Functions. To perform the functions with respect to District budget for the Project as set forth in Section 18.7. All expenditures of District concerning the Project shall be consistent with the approved budget.

18.6.1.C. Major Decisions and Design Changes (In Excess of \$100,000).

To review and advise District and the Project Manager concerning major decisions or changes in the Project or design of the First Expansion Facilities. A major decision shall be defined as any contract, change order, purchase, change in policy, or any other action with an estimated cost in excess of \$100,000. A major change in the design of the First Expansion Facilities shall be defined as any change involving an estimated increase or decrease in the cost of the First Expansion Facilities in excess of \$100,000. A major decision shall not include any budgeted expenditure in a budget that has been approved pursuant to Section 18.7.

18.6.2. Technical Committee. A Technical Committee, consisting of one staff person appointed by each Party, and one alternate member as each Party deems necessary. Each member of the Technical Committee shall serve at the pleasure of the Party selecting that member. The Technical Committee shall meet at least once each month, and at all other times as requested by the Project Manager. During the Construction Phase of the Project, the Technical Committee shall meet once a month. If additional meetings are required, any of the parties, with five days prior notice, may schedule a Technical Committee meeting. The Technical Committee shall function during all three Phases of the Project, and shall have the following responsibilities and authority:

18.6.2.A. Consultation With Project Manager. To advise and consult with the Project Manager and District, to exchange information, and to make any necessary recommendations relating to the Project design, construction, operation, and maintenance. The Project Manager shall, from time to time, inform the Technical Committee of any material event, incident, occurrence, or condition that the Project Manager anticipates may impair District's ability to perform its obligations under this Agreement, including, but not limited to, labor disputes and threatened or pending litigation.

18.6.2.B. Recommendations to Policy Committee. To review and make recommendations to the Policy Committee for all matters within the scope of authority and responsibility of the Policy Committee.

18.6.2.C. Advice Relative to Minor Decisions (\$5,000 to \$100,000). To review and advise the Project Manager concerning any minor decision affecting the Project. A minor decision shall be defined as any contract, change order, purchase, change in policy, or any other action with an estimated cost between \$5,000 and \$100,000, and any action involving

changes in Treated Water quality beyond the range of normal plant operation variability. A major decision shall not include any budgeted expenditure in a budget that has been approved pursuant to Section 18.7.

18.7. Budget.

18.7.1. Budget Principles. In preparing and reviewing budgets for the Project, the Parties shall be guided by the principle that the Project shall be operated in as economic a manner as practical in accordance with generally accepted waterworks practices as evidenced by well designed and operated similar sized potable water treatment plants in Northern California.

18.7.2. Budget Process.

18.7.2.A. Preparation. For each Year during the Commercial Operation Phase, District shall prepare a budget for the Project prior to December 31 for the next ensuing Year. All Project budgets shall include both operating and capital components and shall include a monthly payment to be paid during the next ensuing Domestic Water Year in accordance with Sections 14 and 15. Upon completion of the First Expansion Facilities (as evidenced by the Commercial Operation Date), the budget shall be expanded to include the First Expansion Facilities costs and the increased Treated Water allocation of 67,204.2 acre-feet per year.

18.7.2.B. Technical Committee Review and Recommendation. Prior to completion of the first administrative draft of each Year's budget by District, the Project Manager shall meet with the Technical Committee at least once to discuss and receive input from the Committee concerning development of the budget. Prior to submission of the budget to the Policy Committee, the Technical Committee may make a recommendation with respect to the budget to the Policy Committee. Upon completion of the first administrative draft of a Year's budget and not later than September 15 of each Year, the Project Manager shall forthwith furnish it to the members of the Technical Committee. Within 15 days of receipt of the draft budget, the Technical Committee members may individually or collectively submit to the Project Manager their recommendations and/or comments regarding draft budget. The documents shall not be mailed to City as provided in Section 18.7.2.C until after the expiration of this 15 day Period.

18.7.2.C. Information to City. At least 10 days before the mailing of the annual budget to City as provided in this Section 18.7.2.C, the Project Manager shall mail copies of the budget to the Technical Committee and during the 10 day Period the Project Manager shall arrange at least one meeting of the Technical Committee for review of the budget. After the

expiration of the above 10 day Period and at least 20 days before the submission of each annual budget to District Board, the Project Manager shall mail to City copies of the proposed budget for the ensuing Year and a detailed calculation of the proposed monthly payment obligations of City for the ensuing Domestic Water Year calculated pursuant to Section 15.3 of this Agreement. Commencing after the first Year of operation, the Project Manager shall also at the same time mail copies of the most recent update of the current Year's expenditures and revenues, and the balance sheet and income statement for the most recent Year, if available.

18.7.2.D. Policy Committee Review. Approximately 10 days before the submission of the budget to District Board, the Policy Committee shall meet to review and discuss the proposed budget for the ensuing Year. District staff at this meeting shall explain and justify the need for all of the various budget items and proposed expenditures. At this meeting, the Parties shall strive to agree upon a budget for the ensuing Year.

18.7.2.E. Consideration of Budget by Policy Committee. The budget shall be deemed approved by the Policy Committee unless, at the meeting, the Committee by an affirmative vote of at least two members of the Committee objects to one or more of the budget items. If the Policy Committee objects to one or more budget items, the Committee members objecting shall specify the item or items of the budget which are objectionable, and why the item or items are objectionable.

18.7.2.F. Revision of Budget, Alternate Budget and Report. If one or more budget items are objected to by the Policy Committee, District shall either (i) revise the budget at the Policy Committee meeting so that it is acceptable to at least three members of the Policy Committee, (ii) continue the Policy Committee meeting and thereafter consider the objections raised at the meeting and prepare a revised budget for consideration by the Policy Committee at a subsequent meeting, or (iii) District may determine to submit the budget to District Board over the objections of the Policy Committee. In the latter event, District shall give written notice to the Policy Committee, and the Policy Committee may, within 10 days after receipt of this notice, submit an alternative to the objectionable budget item or items to District Board to be considered along with the budget submitted by District. The alternative budget item or items shall be accompanied report as to the reasons the alternate budget should be adopted in place of the budget submitted by District.

18.7.3 Public Hearing. The annual budget for the Project shall be adopted by the Board only after a public hearing for which ten days' notice has been given by publication in a newspaper of general circulation published and circulated within District. The period of notice commences on the first day of publication and terminates on the 10th day following, including the day of publication.

18.7.4. Appearance at Hearing. The foregoing provisions on review concerning the budget are not intended to, and shall not, preclude City, and its officers, , officials, employees, agents, and volunteers, from appearing before District Board regarding the proposed budget.

18.7.5. Increase. If, during the course of any Year, District proposes to make any budget increase, then the provisions of Sections 18.7.1 through 18.7.2.F concerning review of budgets shall apply to the budget increase.

19. LIABILITY AND INSURANCE.

19.1. Insurance, General. During all Phases of the Project, District shall procure and maintain Project Insurance, including coverage for the construction, operation, and maintenance of the Project, and all operation and activities concerning all Phases of the Project. Such Project insurance coverage shall be primary insurance coverage for all claims related to this Project and City shall be named as an additional insured. Any insurance or self insurance maintained by City, District or their respective directors, officers, officials, employees, agents or volunteers shall be excess of the Project insurance and shall not contribute with it.

19.1.1. Project General Liability. Project General Liability insurance in an amount not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, \$3,000,000 aggregate.

19.1.2. Commercial Automobile Liability Insurance. Commercial Automobile Liability insurance including, as applicable, owned, non-owned and hired automobiles, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

19.1.3. Umbrella or Excess Liability Insurance. Umbrella or Excess Liability insurance in an amount not less than \$10,000,000 over and above the underlying limits with the Umbrella or Excess Liability policy containing insuring agreements, exclusions and conditions of coverage substantially similar to the underlying policies.

19.1.4. Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of California, including employer's liability limits of not less than \$1,000,000 per accident. All rights of subrogation against City, its officers, elected officials, officials, employees, and volunteers shall be waived by the insurer for losses arising from work performed by District. All costs for the waiver of subrogation shall be borne by the Project.

19.1.5 Property Insurance.

19.1.5.A. Course of Construction Insurance. District shall maintain this coverage in its insurance policy portfolio protecting the First Expansion Facilities.

19.1.5.B. Buildings and Equipment Insurance. Special form (all risks subject to approved exclusions) insurance for the Project shall be placed on a replacement cost basis, including the agreed amount or comparable endorsement, all buildings and structures comprising the Project and all fixtures, equipment, and facilities located in, on, or connected with the Project, excluding the pipeline and its associated equipment and fixtures. Such insurance shall include coverage for loss of use, loss of rents, or loss of financing payment. Loss payee under this policy mentioned in this Section 19.1.5.B shall be determined by the Financing documents.

19.1.6. Insurance Provisions. Each insurance policy required by this Agreement shall contain the following clauses:

19.1.6.A. Cancellation. This insurance shall not be cancelled, limited in scope or coverage or non-renewed until 30 days after prior written notice has been given to District and City. Upon receipt of a notice of cancellation of non-payment, District shall give City immediate notice of non-payment of any insurance policy premium required to maintain the insurance coverage required by this Agreement.

19.1.6.B. City to be Named. On all policies, City and its officers, elected officials, officials, employees, agents, and volunteers are to be covered as additional insureds as respects to claims or losses arising out of activities related to the Project. This additional insured requirement shall not apply to Workers' Compensation Insurance.

19.1.6.C. Special Limitations. No policy shall contain any special limitation as to the scope of protection afforded City or its officers, elected officials, officials, elected officials, employees, agents, and volunteers.

19.1.6.D. Approval by City. The policies of insurance required by this Agreement shall be issued by an insurer, or insurers, and shall be in a form approved by City, which approval shall not be unreasonably withheld. Any deductible, and/or self insured retention must be declared to City. District and City shall meet annually to review Project insurance and, if changes are necessary, make recommendations to the Technical Committee.

19.1.7. Insurance Provision in All Contracts. In any and all contracts entered into concerning the construction, operation, or maintenance of the Project, District shall include a provision requiring that the contractor and all of its subcontractors provide insurance protection in an amount agreed by City and District.

19.2. Indemnification and Hold Harmless.

19.2.1. Indemnification by District. Except as provided in Sections 19.3 through 19.6, District shall indemnify, defend, protect, and hold harmless City, and its officers, elected officials, officials, employees, agents, and volunteers from any and all liabilities, claims, damages, losses, judgments, penalties, costs, or expenses (including attorneys' fees) arising out of or relating to the performance of the Project caused in whole or in part by any negligent act or omission of District or contractors, any subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City, its officers, officials, elected officials, employees and volunteers.

19.2.2. Cost of Litigation. Subject to the other provisions of this Agreement, the reasonable cost of the prosecution and defense of litigation and the payment of settlements or judgments in connection with litigation necessary to perform, or arising from, the construction, financing, operation, or maintenance of the Project by District shall be a cost of the Project.

19.2.3. Notification. District shall advise City in writing promptly as to any litigation the cost of which, including settlements or judgments, District proposes be a cost of the Project.

19.2.4. Objections. If City raises any objection in writing within 10 days of notification pursuant to Section 19.2.3 as to the cost of litigation being a cost of the Project, then the matter shall be subject to review by the Parties. In the event that City takes the position that the cost of particular litigation should not be an expense to be passed on to the Project or that only a portion of the cost of particular litigation should be an expense to be passed on to the

Project, then City Attorney, and the General Counsel of District shall meet and endeavor to reach an agreement relative to the sharing of the costs related to the particular litigation. If the attorneys are unable to promptly come to an agreement, the issue shall be submitted to the Chief Executive Officers. If the Chief Executive Officers are unable to promptly come to an agreement, the Parties shall promptly agree upon an independent attorney or retired judge to determine the matter. If the Parties cannot, within thirty (30) days of the dispute first arising, agree upon a decision relative to the dispute or an independent attorney or retired judge to determine the matter, any Party may request the American Arbitration Association to appoint an independent attorney or retired judge. For purposes of calculating the foregoing 30 day period, the dispute shall be deemed to have arisen on the day City gave notice to District of an objection pursuant to this Section 19.2.4. Upon appointment, the independent attorney or retired judge shall promptly decide the dispute based upon whether the litigation involved is necessary to perform, or arises from, the construction, financing, operation, or maintenance of the Project by District.

19.3. Third Party Claims Not Covered by Insurance; Willful. With respect to claims and lawsuits against one or more of the Parties by third parties concerning injury, death, property damage, or construction claims resulting from the construction, operation or maintenance of the Project, which claims and lawsuits are not covered by insurance, including self insurance, maintained by District pursuant to Section 19.1, and which are the result of willful misconduct, intentional tort, or gross negligence of one of the Parties, the Party whose willful misconduct, intentional tort, or gross negligence resulted in the damage claimed by the third party shall indemnify, defend, protect, and hold harmless the other Party, and its respective officers, elected officials, officials, employees, agents, and volunteers from any and all liabilities, claims, damages, losses, judgments, penalties, costs, or expenses (including attorneys' fees) resulting from a claim or lawsuit by a third party. This Section 19.3 shall not apply if the lack of insurance coverage is because of a denial of coverage based on District's failure to comply with any claim reporting requirement of any applicable insurance.

19.4. Third Party Claims Not Covered by Insurance; Ordinary. With respect to claims and lawsuits against one or more of the Parties by third parties concerning injury, death, or property damage resulting from the construction, operation or maintenance of the Project, which claims and lawsuits are not covered by insurance, including self insurance, maintained by

District pursuant to Section 19.1, and which are not the result of willful misconduct, intentional tort, or gross negligence of one of the Parties, District shall defend the claim or lawsuit on behalf of either or both of the Parties to this Agreement which are named in the claim or lawsuit, and District shall pay any settlement entered into by District or judgment entered against District or City. City shall reimburse District for its defense costs (including attorneys' fees and litigation expenses), settlement and judgment amounts incurred pursuant to this provision, in accordance with their respective percentage obligations to reimburse all Project costs pursuant to this Agreement, provided, however, that City shall not be obligated to pay any settlement of any Project related claim unless City approves the settlement. This Section 19.4 shall not apply if the lack of insurance coverage is because of a denial of coverage based upon District's failure to comply with any claim reporting requirement of any applicable insurance.

19.5. Claims Between Parties. With respect to claims and lawsuits by one of the Parties against the other, the claims and lawsuits shall be processed and resolved in accordance with (i) the Tort Claims Act and/or (ii) breach of contract remedies provided by this Agreement, or applicable law. Nothing in this Agreement shall relieve either Party of any contractual liability or duty imposed by this Agreement.

19.6. Workers' Compensation Claims. Each Party shall bear the costs of discharging all liability imposed, including costs and expenses for attorneys' fees and other costs of defending, settling, or otherwise administering claims arising out of workers' compensation or employers liability claims brought by its employees.

19.7. Replacement of Pro Rata Right of Contribution. The insurance, indemnification, hold harmless, and reimbursement provisions set forth above in Sections 19.1 through 19.4 are intended to and shall replace, and be applicable instead of, the pro rata right of contribution provisions of Government Code Section 895.6, to the extent that Section is applicable.

19.8. Defense by Modesto City Attorney. For any claim or lawsuit against City (whether or not also against District) which falls under Section 19.4, City may defend its own interests through its City Attorney's office; provided, however, that if District is also named in the claim or lawsuit, defense of District by the Modesto City Attorney shall only be with the consent of District, which consent shall not be unreasonably withheld. City shall bear all costs and expenses in representing its own interests pursuant to this Section 19.8. If the Modesto City Attorney represents both parties, then its costs and expenses shall be divided equally among the

Parties to the claim or lawsuit. If City decides not to represent its own interests pursuant to this Section 19.8 , then District shall defend the claim or lawsuit on behalf of City pursuant to Section 19.4.

20. RELATIONSHIP OF PARTIES.

Except as provided in Section 19, the covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing herein contained shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to one or both of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities pursuant to this Agreement. No Party shall be under the control of or shall be deemed to control any other Party or the Parties as a group. No Party shall be the agent of or have a right or power to bind any other Party without its express prior written consent, except as expressly provided in this Agreement.

21. GENERAL PROVISIONS GOVERNING AGREEMENT.

21.1. Severance. In the event that any of the terms, covenants or conditions of this Agreement or the application of any term, covenant or condition shall be held invalid as to any Party or circumstance by any court having jurisdiction over the Parties or subject matter of this Agreement, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

21.2 Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

21.3. Counterparts. This Agreement may be executed in counterparts.

21.4. Supporting Resolutions. Each Party represents that it has legal authority to enter into this Agreement and to perform its obligations hereunder, and shall attach to this Agreement a duly authorized resolution evidencing the authority and authorizing the person executing this Agreement to do so.

21.5. No Rights in Other Parties. This Agreement is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or, except as

specifically set forth in this Agreement, imputing to any person the obligations imposed on a Party.

21.6. Amendment. This Agreement may be amended only by a written instrument duly executed by both of the Parties hereto.

21.7. Obligations Prior to Termination. The obligations of the Parties incurred pursuant to this Agreement prior to Termination of this Agreement shall survive the Termination.

21.8. Captions. The captions and the headings in this Agreement are inserted merely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and provisions hereof.

21.9. Additional Documents. Each Party agrees to make, execute, and deliver any and all documents reasonably required to implement this Agreement.

21.10. Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

21.11. Shall and May. "Shall" is mandatory and "may" is permissive.

21.12. Non-Discrimination. In performing the obligations of this Agreement, there shall be no discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin.

22. TERM AND TERMINATION.

22.1. Execution by Both Parties. This Agreement shall not become effective until it has been executed by both Parties. Following execution by both Parties, this Agreement shall continue in effect until the earlier of the following:

22.1.1. Superseded by Other Agreement. This Agreement is superseded by another, or an amended, agreement which, by its terms, supersedes this Agreement.

22.1.2. Termination by Mutual Agreement. Termination by mutual agreement of the Parties.

22.2. Termination of Participation in First Expansion Facilities Prior to Financing. Notwithstanding any other provision in this Agreement to the contrary, either Party, prior to the time District issues either Variable Financing or Fixed Financing, whichever occurs first, for the purpose of Financing the First Expansion Facilities, upon not less than 30 days' written notice to the other Party, shall be entitled to terminate its participation in the First Expansion Facilities at any time (i) the Party determines that the First Expansion Facilities is not feasible because of

technical, engineering, or economic reasons, or if adequate insurance is not, or probably will not, be available at a commercially reasonable price, or for other reasons as would cause a reasonably prudent utility in the same or similar circumstances to terminate its participation in a First Expansion Facilities as is contemplated by this Agreement (failure of District to permanently secure a permit to divert sufficient water for urban purposes to meet its obligations under this agreement shall be such cause for termination), or (ii) City determines that District has failed to meet its Design Phase or, if Financing has not yet been obtained, its Construction Phase obligations, and has failed to pursue those obligations with due diligence. If the First Expansion Facilities is terminated pursuant to the provision, then this Agreement shall remain in effect as to the Initial Facilities.

23. UNDERTAKINGS. [Not Used]

24. WATER RIGHTS AND OWNERSHIP.

City shall not own or acquire any of District's water rights, but shall have an absolute right to the delivery of Treated Water in accordance with the terms of this Agreement. City shall not have any ownership rights in any of the facilities of the Project except as specified in this agreement. District shall use its best efforts to exercise and utilize all of its available water rights and supplies to ensure that it delivers the full allocation of Treated Water to City to the extent feasible. District, though, retains the discretion and flexibility to exercise its water rights in such a manner as to reasonably and prudently manage and plan for single and multiple-year Droughts. District also agrees to vigorously defend its water rights and oppose any litigation or regulatory proceeding that could adversely impact District's ability to provide the full allocation of Treated Water to City.

24.1. The parties contemplate that City may increase its reclamation of waste water from its primary or secondary wastewater treatment plants by additional advanced treatment/ technologies and/or methods for groundwater recharge, resale, or any other use whatsoever, inside or outside District's irrigation district boundary. District agrees that City has the right to utilize its reclaimed water in this manner, and shall not object to any such reclaimed water usage, transportation or sale to any, court, administrative agency or other body or tribunal with jurisdiction over any such use, or in the press.

24.2. Nothing in the agreement shall restrict, prohibit, or inhibit in any way, City's right to acquire from third parties and/or exercise water rights additional to or apart from those enumerated in this agreement.

25. NOTICES.

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


District: General Manager
 Modesto Irrigation District
 Post Office Box 4060
 Modesto, CA 95352

City: City Manager
 City of Modesto
 Post Office Box 642
 Modesto, CA 95353

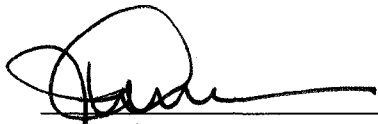
MODESTO IRRIGATION DISTRICT

CITY OF MODESTO

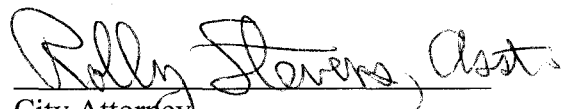
By: 
General Manager

By: 
City Manager

Approved as to form:


General Counsel

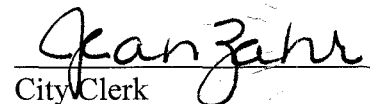
Approved as to form:


City Attorney

Attest:


Secretary

Attest:


City Clerk

RESOLUTION NO. 2005-159
ADOPTION OF AND AUTHORIZATION FOR THE GENERAL
MANAGER TO EXECUTE THE AMENDED AND RESTATED
TREATMENT AND DELIVERY AGREEMENT BETWEEN THE
MODESTO IRRIGATION DISTRICT AND THE CITY OF
MODESTO AND PERTAINING TO THE MODESTO REGIONAL
WATER TREATMENT PLANT PHASE TWO EXPANSION PROJECT

WHEREAS, in the early 1990's the Modesto Irrigation District (MID), City of Modesto (City), and the former Del Este Water Company (DEW) collaborated together for the purpose of utilizing MID's surface water rights for domestic drinking water purposes; and

WHEREAS, the existing Modesto Regional Water Treatment Plant (MRWTP) Treatment and Delivery Agreement was executed in April 1992, for the purposes of designing, constructing and operating the MRWTP; and

WHEREAS, the MRWTP, which consists of a 30 million gallon per day regional water treatment plant, and storage and delivery facilities, was completed in 1995; and

WHEREAS, at the direction of the MRWTP Policy Committee, the MID and the City, planning and engineering design studies have been undertaken to expand the capacity of the MRWTP to treat up to 67,200 acre-feet per year or 60 million gallons per day (mgd) on an average annual daily basis; and

WHEREAS, work on the Phase Two Expansion Project to date has been accomplished under an advanced funding and reimbursement agreement between the City and MID, wherein MID has initially funded the entire cost of the CEQA work and preliminary engineering; and

WHEREAS, MID will recover these funds once the project financing is completed, pursuant to the terms and conditions of the Amended and Restated Treatment and Delivery Agreement; and

WHEREAS, a Subsequent Environmental Impact Report (SEIR; State Clearinghouse Number 2004022013) for the MRWTP Phase Two Expansion Project was completed and certified by both MID and the City on July 12, 2005; and

WHEREAS, MID received approval on September 12, 2005, from the State Water Resources Control Board (WR Order No. 2005-0022-DWR) to change the purpose of use of up to 67,200 acre-feet per year of water from agricultural to municipal and industrial purposes; and

WHEREAS, the SEIR for the MRWTP Phase Two Expansion Project was approved by MID and the City, pursuant to the California Environmental Quality Act, on October 11, 2005; and

WHEREAS, it is now time to execute the Amended and Restated Treatment and Delivery Agreement between MID and the City pertaining to the MRWTP Phase Two Expansion Project.

NOW, therefore, BE IT RESOLVED, that the Modesto Irrigation District Board of Directors authorizes the General Manager to execute the Amended and Restated Treatment and Delivery Agreement between the Modesto Irrigation District and the City of Modesto pertaining to the Modesto Regional Water Treatment Plant (MRWTP) and directs staff to initiate the final design process related to the Phase Two Expansion of the MRWTP.

Moved by Director Warda, seconded by Director Kidd, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Billington, Hensley, Kidd, Van Groningen and Warda

Noes: Directors None

Absent: Directors None

The President declared the resolution adopted.

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I, Vickie Ehrler, Secretary of the Board of Directors of the MODESTO IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 11th day of October 2005.

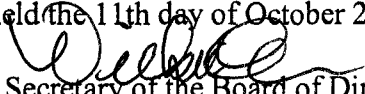

Secretary of the Board of Directors
of the Modesto Irrigation District

EXHIBIT A – MID SUNK COSTS

(Through October 1, 2005)

Consultants = \$982,773.00

Kind Labor = \$501,580.46

Materials & Supplies = \$18,558.08

Advertising = \$9,271.65

Meals & Lodging = \$2,701.07

Transportation = \$2,666.26

Miscellaneous = \$940.73

Meetings = \$ 875

TOTAL = \$1,519,366.25*

*Detailed accounts, reported by date and expenditure type, are included on the attached spreadsheets.

PHASE TWO DOMESTIC WATER EXPANSION PROJECT-COSTS FRONTED BY MID
EXPENDITURES THROUGH MAY 28, 2005

Line No.	Project	Task	Employee/Supplier	Expend Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expend Org
1	701620	1.0	COLBY, DAVID W (DAVE)	1	08-Jan-05	12	Hours	\$640.00		8420-Civil Engineering
2	701620	1.0	COLBY, DAVID W (DAVE)	1	22-Jan-05	12	Hours	\$640.00		8420-Civil Engineering
3	701620	1.0	COLBY, DAVID W (DAVE)	1	05-Feb-05	4	Hours	\$213.33		8420-Civil Engineering
								\$1,493.33		
4	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	22-Sep-01	20	Hours	\$1,242.13		8420-Civil Engineering
5	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	06-Oct-01	48	Hours	\$2,981.12		8420-Civil Engineering
6	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	20-Oct-01	48	Hours	\$2,981.12		8420-Civil Engineering
7	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	17-Nov-01	50	Hours	\$3,105.34		8420-Civil Engineering
8	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	01-Dec-01	24	Hours	\$1,490.56		8420-Civil Engineering
9	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	15-Dec-01	40	Hours	\$2,584.12		8420-Civil Engineering
10	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	29-Dec-01	44.5	Hours	\$2,874.85		8420-Civil Engineering
11	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	12-Jan-02	60	Hours	\$3,876.19		8420-Civil Engineering
12	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	26-Jan-02	45	Hours	\$2,907.14		8420-Civil Engineering
13	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	09-Feb-02	46	Hours	\$2,971.74		8420-Civil Engineering
14	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	23-Feb-02	51	Hours	\$3,294.76		8420-Civil Engineering
15	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	09-Mar-02	58.25	Hours	\$3,763.13		8420-Civil Engineering
16	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	09-Mar-02	6	Hours	\$387.62		8420-Civil Engineering
17	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	23-Mar-02	25	Hours	\$1,615.08		8420-Civil Engineering
18	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	06-Apr-02	25.5	Hours	\$1,647.39		8420-Civil Engineering
19	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	20-Apr-02	45	Hours	\$2,907.14		8420-Civil Engineering
20	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	04-May-02	44	Hours	\$2,842.54		8420-Civil Engineering
21	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	18-May-02	40	Hours	\$2,584.12		8420-Civil Engineering
22	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	01-Jun-02	38	Hours	\$2,454.92		8420-Civil Engineering
23	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	15-Jun-02	44	Hours	\$2,842.54		8420-Civil Engineering
24	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	29-Jun-02	43	Hours	\$2,777.93		8420-Civil Engineering
25	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	13-Jul-02	39	Hours	\$2,519.52		8420-Civil Engineering
26	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	11-Jan-03	16	Hours	\$1,099.56		8420-Civil Engineering
27	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	25-Jan-03	10	Hours	\$687.23		8420-Civil Engineering
28	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	08-Feb-03	24	Hours	\$1,649.34		8420-Civil Engineering
29	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	22-Feb-03	20	Hours	\$1,374.45		8420-Civil Engineering
30	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	08-Mar-03	15	Hours	\$1,124.42		8420-Civil Engineering
31	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	22-Mar-03	20	Hours	\$1,499.23		8420-Civil Engineering
32	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	05-Apr-03	21	Hours	\$1,574.19		8420-Civil Engineering
33	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	19-Apr-03	30	Hours	\$2,248.85		8420-Civil Engineering
34	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	03-May-03	25	Hours	\$1,874.04		8420-Civil Engineering
35	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	17-May-03	26	Hours	\$1,949.00		8420-Civil Engineering
36	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	31-May-03	20	Hours	\$1,499.23		8420-Civil Engineering
37	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	14-Jun-03	48	Hours	\$3,698.16		8420-Civil Engineering
38	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	28-Jun-03	12	Hours	\$899.54		8420-Civil Engineering
39	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	12-Jul-03	22	Hours	\$1,854.02		8420-Civil Engineering
40	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	26-Jul-03	2	Hours	\$168.55		8420-Civil Engineering
41	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	09-Aug-03	12	Hours	\$1,011.28		8420-Civil Engineering
42	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	06-Sep-03	22	Hours	\$1,854.02		8420-Civil Engineering
43	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	20-Sep-03	18	Hours	\$1,516.92		8420-Civil Engineering
44	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	04-Oct-03	25	Hours	\$2,106.84		8420-Civil Engineering
45	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	18-Oct-03	32	Hours	\$2,696.76		8420-Civil Engineering
46	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	01-Nov-03	33	Hours	\$2,781.03		8420-Civil Engineering
47	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	15-Nov-03	40	Hours	\$3,370.94		8420-Civil Engineering
48	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	29-Nov-03	17	Hours	\$1,432.65		8420-Civil Engineering
49	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	13-Dec-03	20	Hours	\$1,744.48		8420-Civil Engineering
50	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	27-Dec-03	19	Hours	\$1,657.25		8420-Civil Engineering
51	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	10-Jan-04	38	Hours	\$3,028.84		8420-Civil Engineering
52	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	24-Jan-04	43	Hours	\$3,427.37		8420-Civil Engineering
53	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	07-Feb-04	61.5	Hours	\$4,887.12		8420-Civil Engineering
54	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	21-Feb-04	50.5	Hours	\$4,013.01		8420-Civil Engineering
55	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	06-Mar-04	60.5	Hours	\$4,828.07		8420-Civil Engineering
56	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	20-Mar-04	58.5	Hours	\$4,668.46		8420-Civil Engineering
57	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	03-Apr-04	55	Hours	\$4,389.15		8420-Civil Engineering
58	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	17-Apr-04	32	Hours	\$2,653.68		8420-Civil Engineering
59	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	15-May-04	59	Hours	\$4,708.36		8420-Civil Engineering
60	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	29-May-04	38.5	Hours	\$3,072.41		8420-Civil Engineering
61	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	12-Jun-04	44	Hours	\$3,511.32		8420-Civil Engineering
62	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	26-Jun-04	20	Hours	\$1,596.05		8420-Civil Engineering
63	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	10-Jul-04	24	Hours	\$1,915.26		8420-Civil Engineering
64	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	24-Jul-04	28	Hours	\$2,234.47		8420-Civil Engineering
65	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	07-Aug-04	40.5	Hours	\$2,978.29		8420-Civil Engineering
66	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	21-Aug-04	12	Hours	\$882.46		8420-Civil Engineering
67	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	04-Sep-04	38	Hours	\$2,794.44		8420-Civil Engineering
68	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	18-Sep-04	38	Hours	\$2,794.44		8420-Civil Engineering
69	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	02-Oct-04	34	Hours	\$2,500.29		8420-Civil Engineering
70	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	16-Oct-04	42	Hours	\$3,088.59		8420-Civil Engineering
71	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	30-Oct-04	52	Hours	\$3,823.97		8420-Civil Engineering
72	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	13-Nov-04	54	Hours	\$3,971.05		8420-Civil Engineering
73	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	27-Nov-04	36	Hours	\$2,647.37		8420-Civil Engineering
74	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	11-Dec-04	30	Hours	\$2,206.14		8420-Civil Engineering
75	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	25-Dec-04	41	Hours	\$3,015.06		8420-Civil Engineering
76	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	08-Jan-05	8	Hours	\$588.30		8420-Civil Engineering
77	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	08-Jan-05	25	Hours	\$1,838.45		8420-Civil Engineering

Line No.	Project	Task	Employee/Supplier	Expend Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expend Org
78	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	22-Jan-05	56	Hours	\$4,118.12		8420-Civil Engineering
79	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	05-Feb-05	58	Hours	\$4,265.20		8420-Civil Engineering
80	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	19-Feb-05	43	Hours	\$3,162.13		8420-Civil Engineering
81	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	05-Mar-05	41	Hours	\$3,015.06		8420-Civil Engineering
82	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	19-Mar-05	47	Hours	\$3,559.58		8420-Civil Engineering
83	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	02-Apr-05	52	Hours	\$4,506.01		8420-Civil Engineering
84	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	16-Apr-05	62.5	Hours	\$5,415.88		8420-Civil Engineering
85	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	30-Apr-05	62	Hours	\$5,372.55		8420-Civil Engineering
86	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	14-May-05	52	Hours	\$5,099.58		8420-Civil Engineering
87	701620	1.0	DIAS, GREGORY PAUL (GREG)	1	28-May-05	28	Hours			8420-Civil Engineering
				Total Labor				\$220,399.49		
88	701620	1.0	DOMECQ, ALLEN ROSS (ALLEN)	1	27-Dec-03	5	Hours	\$286.61		8220-Modesto Dom Water
				Total Labor				\$286.61		
89	701620	1.0	DURRER, CHARLES L (CHUCK)	1	27-Dec-03	4	Hours	\$162.25		8220-Modesto Dom Water
90	701620	1.0	DURRER, CHARLES L (CHUCK)	1	10-Jan-04	20	Hours	\$741.32		8220-Modesto Dom Water
91	701620	1.0	DURRER, CHARLES L (CHUCK)	1	24-Jan-04	10	Hours	\$370.66		8220-Modesto Dom Water
				Total Labor				\$1,274.23		
92	701620	1.0	EDWARDS, KENNETH W (KEN)	1	27-Dec-03	8	Hours	\$647.84		8220-Modesto Dom Water
93	701620	1.0	EDWARDS, KENNETH W (KEN)	1	10-Jan-04	30	Hours	\$2,200.00		8220-Modesto Dom Water
94	701620	1.0	EDWARDS, KENNETH W (KEN)	1	24-Jan-04	14	Hours	\$1,036.00		8220-Modesto Dom Water
95	701620	1.1	EDWARDS, KENNETH W (KEN)	1	07-Feb-04	10	Hours	\$737.76		8220-Modesto Dom Water
96	701620	1.0	EDWARDS, KENNETH W (KEN)	1	07-Feb-04	10	Hours	\$737.76		8220-Modesto Dom Water
97	701620	1.1	EDWARDS, KENNETH W (KEN)	1	21-Feb-04	5	Hours	\$368.88		8220-Modesto Dom Water
98	701620	1.0	EDWARDS, KENNETH W (KEN)	1	21-Feb-04	2	Hours	\$147.55		8220-Modesto Dom Water
99	701620	1.1	EDWARDS, KENNETH W (KEN)	1	06-Mar-04	10	Hours	\$740.89		8220-Modesto Dom Water
100	701620	1.1	EDWARDS, KENNETH W (KEN)	1	20-Mar-04	5	Hours	\$370.45		8220-Modesto Dom Water
101	701620	1.1	EDWARDS, KENNETH W (KEN)	1	01-May-04	6	Hours	\$444.54		8220-Modesto Dom Water
102	701620	1.0	EDWARDS, KENNETH W (KEN)	1	01-May-04	8	Hours	\$592.72		8220-Modesto Dom Water
103	701620	1.0	EDWARDS, KENNETH W (KEN)	1	29-May-04	10	Hours	\$740.89		8220-Modesto Dom Water
104	701620	1.1	EDWARDS, KENNETH W (KEN)	1	16-Oct-04	8	Hours	\$546.19		8220-Modesto Dom Water
105	701620	1.0	EDWARDS, KENNETH W (KEN)	1	30-Oct-04	20	Hours	\$1,365.46		8220-Modesto Dom Water
106	701620	1.0	EDWARDS, KENNETH W (KEN)	1	13-Nov-04	10	Hours	\$682.73		8220-Modesto Dom Water
				Total Labor				\$11,379.66		
107	701620	1.0	GUMM, DALE E (DALE)	1	27-Dec-03	4	Hours	\$170.50		8220-Modesto Dom Water
				Total Labor				\$170.50		
108	701620	1.0	HARMON, KATE C (KATE)	1	27-Dec-03	4	Hours	\$170.50		8220-Modesto Dom Water
				Total Labor				\$170.50		
109	701620	1.0	HAUGH, JEFFREY CARL (JEFF)	1	27-Dec-03	4	Hours	\$229.29		8220-Modesto Dom Water
				Total Labor				\$229.29		
110	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	01-May-04	10	Hours	\$808.08		8220-Modesto Dom Water
111	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	15-May-04	20	Hours	\$1,216.17		8220-Modesto Dom Water
112	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	29-May-04	20	Hours	\$1,216.17		8220-Modesto Dom Water
113	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	12-Jun-04	12	Hours	\$729.70		8220-Modesto Dom Water
114	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	26-Jun-04	8	Hours	\$486.47		8220-Modesto Dom Water
115	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	10-Jul-04	8	Hours	\$486.47		8220-Modesto Dom Water
116	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	07-Aug-04	10	Hours	\$560.35		8220-Modesto Dom Water
117	701620	1.0	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	21-Aug-04	10	Hours	\$588.73		8220-Modesto Dom Water
118	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	04-Sep-04	10	Hours	\$588.73		8220-Modesto Dom Water
119	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	18-Sep-04	10	Hours	\$588.73		8220-Modesto Dom Water
120	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	02-Oct-04	10	Hours	\$588.73		8220-Modesto Dom Water
121	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	16-Oct-04	10	Hours	\$588.73		8220-Modesto Dom Water
122	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	30-Oct-04	10	Hours	\$588.73		8220-Modesto Dom Water
123	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	13-Nov-04	10	Hours	\$588.73		8220-Modesto Dom Water
124	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	27-Nov-04	6	Hours	\$353.24		8220-Modesto Dom Water
125	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	11-Dec-04	5	Hours	\$294.37		8220-Modesto Dom Water
126	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	25-Dec-04	2	Hours	\$117.75		8220-Modesto Dom Water
127	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	08-Jan-05	8	Hours	\$470.98		8220-Modesto Dom Water
128	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	08-Jan-05	4	Hours	\$235.49		8220-Modesto Dom Water
129	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	22-Jan-05	4	Hours	\$235.49		8220-Modesto Dom Water
130	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	05-Feb-05	12	Hours	\$706.48		8220-Modesto Dom Water
131	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	19-Feb-05	16	Hours	\$941.97		8220-Modesto Dom Water
132	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	05-Mar-05	14	Hours	\$824.22		8220-Modesto Dom Water
133	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	19-Mar-05	8	Hours	\$485.15		8220-Modesto Dom Water
134	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	02-Apr-05	10	Hours	\$693.86		8220-Modesto Dom Water
135	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	16-Apr-05	10	Hours	\$693.86		8220-Modesto Dom Water
136	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	30-Apr-05	22	Hours	\$1,526.49		8220-Modesto Dom Water
137	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	14-May-05	10	Hours	\$785.26		8220-Modesto Dom Water
138	701620	1.1	HIDAH, CLAUDIA LOUISE (CLAUDIA)	1	28-May-05	10	Hours			8220-Modesto Dom Water
				Total Labor				\$17,789.13		
139	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	22-Sep-01	8	Hours	\$576.28		8420-Civil Engineering
140	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	06-Oct-01	6	Hours	\$432.21		8420-Civil Engineering
141	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	20-Oct-01	8	Hours	\$576.28		8420-Civil Engineering
142	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	03-Nov-01	4	Hours	\$288.14		8420-Civil Engineering
143	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	17-Nov-01	4	Hours	\$288.14		8420-Civil Engineering
144	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	01-Dec-01	4	Hours	\$288.14		8420-Civil Engineering
145	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	12-Jan-02	10	Hours	\$749.06		8420-Civil Engineering
146	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	26-Jan-02	20	Hours	\$1,498.12		8420-Civil Engineering
147	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	09-Feb-02	14	Hours	\$1,048.69		8420-Civil Engineering
148	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	23-Feb-02	24	Hours	\$1,797.75		8420-Civil Engineering
149	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	09-Mar-02	4	Hours	\$299.62		8420-Civil Engineering

Line No.	Project	Task	Employee/Supplier	Expnd Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expnd Org
150	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	19-Oct-02	1	Hours	\$76.62		8420-Civil Engineering
151	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	25-Jan-03	2	Hours	\$159.38		8420-Civil Engineering
152	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	08-Feb-03	2	Hours	\$159.38		8420-Civil Engineering
153	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	05-Apr-03	2	Hours	\$173.85		8420-Civil Engineering
154	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	14-Jun-03	8	Hours	\$695.39		8420-Civil Engineering
155	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	12-Jul-03	1	Hours	\$97.72		8420-Civil Engineering
156	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	09-Aug-03	2	Hours	\$195.44		8420-Civil Engineering
157	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	18-Oct-03	4	Hours	\$390.89		8420-Civil Engineering
158	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	01-Nov-03	4	Hours	\$390.89		8420-Civil Engineering
159	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	15-Nov-03	4	Hours	\$390.89		8420-Civil Engineering
160	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	29-Nov-03	4	Hours	\$390.89		8420-Civil Engineering
161	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	15-May-04	6	Hours	\$555.22		8420-Civil Engineering
162	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	29-May-04	2	Hours	\$185.07		8420-Civil Engineering
163	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	26-Jun-04	6	Hours	\$555.22		8420-Civil Engineering
164	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	10-Jul-04	4	Hours	\$370.15		8420-Civil Engineering
165	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	07-Aug-04	4	Hours	\$341.09		8420-Civil Engineering
166	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	21-Aug-04	6	Hours	\$511.64		8420-Civil Engineering
167	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	04-Sep-04	4	Hours	\$341.09		8420-Civil Engineering
168	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	18-Sep-04	6	Hours	\$511.64		8420-Civil Engineering
169	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	02-Oct-04	12	Hours	\$1,023.27		8420-Civil Engineering
170	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	16-Oct-04	8	Hours	\$682.18		8420-Civil Engineering
171	701620	1.1	KETSCHER, WILLIAM M (BILL)	1	30-Oct-04	10	Hours	\$852.73		8420-Civil Engineering
172	701620	1.1	KETSCHER, WILLIAM M (BILL)	1	13-Nov-04	10	Hours	\$852.73		8420-Civil Engineering
173	701620	1.1	KETSCHER, WILLIAM M (BILL)	1	27-Nov-04	2	Hours	\$170.55		8420-Civil Engineering
174	701620	1.1	KETSCHER, WILLIAM M (BILL)	1	11-Dec-04	6	Hours	\$511.64		8420-Civil Engineering
175	701620	1.1	KETSCHER, WILLIAM M (BILL)	1	25-Dec-04	8	Hours	\$682.18		8420-Civil Engineering
176	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	08-Jan-05	30	Hours	\$2,558.19		8420-Civil Engineering
177	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	22-Jan-05	24	Hours	\$2,046.55		8420-Civil Engineering
178	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	05-Feb-05	24	Hours	\$2,046.55		8420-Civil Engineering
179	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	19-Feb-05	8	Hours	\$682.18		8420-Civil Engineering
180	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	05-Mar-05	8	Hours	\$682.18		8420-Civil Engineering
181	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	19-Mar-05	8	Hours	\$702.69		8420-Civil Engineering
182	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	02-Apr-05	16	Hours	\$1,608.00		8420-Civil Engineering
183	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	16-Apr-05	16	Hours	\$1,608.00		8420-Civil Engineering
184	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	30-Apr-05	10	Hours	\$1,005.00		8420-Civil Engineering
185	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	14-May-05	24	Hours	\$2,729.73		8420-Civil Engineering
186	701620	1.0	KETSCHER, WILLIAM M (BILL)	1	28-May-05	10	Hours			8420-Civil Engineering
187	701620	1.0	LOSCHKE, CARRIE E (CARRIE)	1	27-Dec-03	5.3	Hours	\$225.92		8220-Modesto Dom Water
			Total Labor					\$35,005.16		
188	701620	1.0	MASON, JOSEPH EDWARD (JOE)	1	27-Dec-03	4	Hours	\$183.61		8220-Modesto Dom Water
189	701620	1.0	MASON, JOSEPH EDWARD (JOE)	1	10-Jan-04	30	Hours	\$1,258.36		8220-Modesto Dom Water
190	701620	1.0	MASON, JOSEPH EDWARD (JOE)	1	24-Jan-04	10	Hours	\$419.45		8220-Modesto Dom Water
191	701620	1.0	MICAL, WILLIAM ANDREW (ANDY)	1	10-Jan-04	9	Hours	\$471.44		8220-Modesto Dom Water
192	701620	1.0	MICAL, WILLIAM ANDREW (ANDY)	1	24-Jan-04	1	Hours	\$52.38		8220-Modesto Dom Water
193	701620	1.0	MICAL, WILLIAM ANDREW (ANDY)	1	01-May-04	2	Hours	\$104.89		8220-Modesto Dom Water
			Total Labor					\$2,490.13		
194	701620	1.0	MILLER, JEFFERY LEE (JEFF)	1	10-Jan-04	5	Hours	\$289.04		8220-Modesto Dom Water
195	701620	1.0	MILLER, JEFFERY LEE (JEFF)	1	24-Jan-04	60	Hours	\$3,468.44		8220-Modesto Dom Water
196	701620	1.1	MILLER, JEFFERY LEE (JEFF)	1	07-Feb-04	34.5	Hours	\$1,988.33		8220-Modesto Dom Water
197	701620	1.0	MILLER, JEFFERY LEE (JEFF)	1	07-Feb-04	5	Hours	\$288.16		8220-Modesto Dom Water
198	701620	1.1	MILLER, JEFFERY LEE (JEFF)	1	06-Mar-04	10	Hours	\$578.77		8220-Modesto Dom Water
199	701620	1.0	MILLER, JEFFERY LEE (JEFF)	1	29-May-04	10	Hours	\$578.77		8220-Modesto Dom Water
200	701620	1.1	MILLER, JEFFERY LEE (JEFF)	1	13-Nov-04	4	Hours	\$213.33		8220-Modesto Dom Water
201	701620	1.0	MILLER, JEFFERY LEE (JEFF)	P04 (overtime)	29-May-04	0	Hours	\$72.35		8220-Modesto Dom Water
			Total Labor					\$7,477.19		
202	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	08-Jan-05	13	Hours	\$541.78		8410-Water Use, Planning & Conservation
203	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	22-Jan-05	20	Hours	\$833.50		8410-Water Use, Planning & Conservation
204	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	05-Feb-05	12	Hours	\$500.10		8410-Water Use, Planning & Conservation
205	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	19-Feb-05	3	Hours	\$131.34		8410-Water Use, Planning & Conservation
206	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	19-Mar-05	39	Hours	\$1,758.64		8410-Water Use, Planning & Conservation
207	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	02-Apr-05	8	Hours	\$412.75		8410-Water Use, Planning & Conservation
208	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	16-Apr-05	20	Hours	\$1,031.89		8410-Water Use, Planning & Conservation
209	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	30-Apr-05	30	Hours	\$1,547.83		8410-Water Use, Planning & Conservation
210	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	1	14-May-05	3	Hours	\$175.17		8410-Water Use, Planning & Conservation
211	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	P12 (overtime)	19-Mar-05	0	Hours	\$45.09		8410-Water Use, Planning & Conservation
			Total Labor					\$6,978.09		
212	701620	1.0	NOFFSINGER, GARY J (GARY)	1	27-Dec-03	4	Hours	\$126.77		8220-Modesto Dom Water
			Total Labor					\$126.77		
213	701620	1.0	RYAN, PATRICK J (PAT)	1	27-Dec-03	14.5	Hours	\$1,296.25		8220-Modesto Dom Water
214	701620	1.0	RYAN, PATRICK J (PAT)	1	10-Jan-04	4	Hours	\$326.76		8220-Modesto Dom Water

Line No.	Project	Task	Employee/Supplier	Expend Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expend Org
215	701620	1.0	RYAN, PATRICK J (PAT)	1	07-Feb-04	8	Hours	\$651.55		8220-Modesto Dom Water
216	701620	1.0	RYAN, PATRICK J (PAT)	1	21-Feb-04	11	Hours	\$895.89		8220-Modesto Dom Water
217	701620	1.0	RYAN, PATRICK J (PAT)	1	06-Mar-04	24	Hours	\$1,962.96		8220-Modesto Dom Water
218	701620	1.0	RYAN, PATRICK J (PAT)	1	20-Mar-04	5	Hours	\$408.95		8220-Modesto Dom Water
219	701620	1.0	RYAN, PATRICK J (PAT)	1	03-Apr-04	3	Hours	\$245.37		8220-Modesto Dom Water
220	701620	1.0	RYAN, PATRICK J (PAT)	1	17-Apr-04	2	Hours	\$163.58		8220-Modesto Dom Water
221	701620	1.0	RYAN, PATRICK J (PAT)	1	01-May-04	10	Hours	\$817.90		8220-Modesto Dom Water
222	701620	1.0	RYAN, PATRICK J (PAT)	1	15-May-04	10	Hours	\$817.90		8220-Modesto Dom Water
223	701620	1.0	RYAN, PATRICK J (PAT)	1	29-May-04	12	Hours	\$1,031.16		8220-Modesto Dom Water
224	701620	1.0	RYAN, PATRICK J (PAT)	1	12-Jun-04	10	Hours	\$859.30		8220-Modesto Dom Water
225	701620	1.0	RYAN, PATRICK J (PAT)	1	26-Jun-04	10	Hours	\$859.30		8220-Modesto Dom Water
226	701620	1.0	RYAN, PATRICK J (PAT)	1	10-Jul-04	10	Hours	\$859.30		8220-Modesto Dom Water
227	701620	1.0	RYAN, PATRICK J (PAT)	1	24-Jul-04	10	Hours	\$859.30		8220-Modesto Dom Water
228	701620	1.0	RYAN, PATRICK J (PAT)	1	07-Aug-04	10	Hours	\$791.84		8220-Modesto Dom Water
229	701620	1.0	RYAN, PATRICK J (PAT)	1	21-Aug-04	5	Hours	\$395.92		8220-Modesto Dom Water
230	701620	1.0	RYAN, PATRICK J (PAT)	1	04-Sep-04	10	Hours	\$791.84		8220-Modesto Dom Water
231	701620	1.0	RYAN, PATRICK J (PAT)	1	18-Sep-04	10	Hours	\$791.84		8220-Modesto Dom Water
232	701620	1.0	RYAN, PATRICK J (PAT)	1	02-Oct-04	17	Hours	\$1,346.13		8220-Modesto Dom Water
233	701620	1.0	RYAN, PATRICK J (PAT)	1	16-Oct-04	10	Hours	\$791.84		8220-Modesto Dom Water
234	701620	1.0	RYAN, PATRICK J (PAT)	1	30-Oct-04	15	Hours	\$1,187.76		8220-Modesto Dom Water
235	701620	1.0	RYAN, PATRICK J (PAT)	1	13-Nov-04	10	Hours	\$791.84		8220-Modesto Dom Water
236	701620	1.0	RYAN, PATRICK J (PAT)	1	27-Nov-04	7.5	Hours	\$593.89		8220-Modesto Dom Water
237	701620	1.0	RYAN, PATRICK J (PAT)	1	11-Dec-04	12	Hours	\$950.21		8220-Modesto Dom Water
238	701620	1.0	RYAN, PATRICK J (PAT)	1	25-Dec-04	15	Hours	\$1,187.76		8220-Modesto Dom Water
239	701620	1.0	RYAN, PATRICK J (PAT)	1	08-Jan-05	4	Hours	\$316.74		8220-Modesto Dom Water
240	701620	1.0	RYAN, PATRICK J (PAT)	1	08-Jan-05	12	Hours	\$950.21		8220-Modesto Dom Water
241	701620	1.0	RYAN, PATRICK J (PAT)	1	22-Jan-05	17	Hours	\$1,346.13		8220-Modesto Dom Water
242	701620	1.0	RYAN, PATRICK J (PAT)	1	05-Feb-05	12	Hours	\$950.21		8220-Modesto Dom Water
243	701620	1.0	RYAN, PATRICK J (PAT)	1	19-Feb-05	26	Hours	\$2,058.79		8220-Modesto Dom Water
244	701620	1.0	RYAN, PATRICK J (PAT)	1	05-Mar-05	8	Hours	\$633.47		8220-Modesto Dom Water
245	701620	1.0	RYAN, PATRICK J (PAT)	1	19-Mar-05	29	Hours	\$2,365.38		8220-Modesto Dom Water
246	701620	1.0	RYAN, PATRICK J (PAT)	1	02-Apr-05	10	Hours	\$933.24		8220-Modesto Dom Water
247	701620	1.0	RYAN, PATRICK J (PAT)	1	16-Apr-05	14	Hours	\$1,306.53		8220-Modesto Dom Water
248	701620	1.0	RYAN, PATRICK J (PAT)	1	30-Apr-05	16	Hours	\$1,493.18		8220-Modesto Dom Water
249	701620	1.0	RYAN, PATRICK J (PAT)	1	14-May-05	8	Hours	\$644.94		8220-Modesto Dom Water
250	701620	1.0	RYAN, PATRICK J (PAT)	1	28-May-05	12	Hours			8220-Modesto Dom Water
			Total Labor					\$34,875.16		
251	701620	1.0	SMALLING, MARCINE A (MARCINE)	1	27-Dec-03	5.5	Hours	\$192.44		8220-Modesto Dom Water
			Total Labor					\$192.44		
252	701620	1.0	ULM, AARON REYNOLDS (AARON)	1	04-Sep-04	2	Hours	\$50.85		8420-Civil Engineering
253	701620	1.0	ULM, AARON REYNOLDS (AARON)	1	18-Sep-04	4	Hours	\$101.69		8420-Civil Engineering
			Total Labor					\$152.54		
254	701620	1.0	WARD, WALTER PAUL (WALT)	1	22-Sep-01	2.5	Hours	\$199.28		8010-AGM-Water Operations
255	701620	1.0	WARD, WALTER PAUL (WALT)	1	06-Oct-01	3	Hours	\$239.13		8010-AGM-Water Operations
256	701620	1.0	WARD, WALTER PAUL (WALT)	1	20-Oct-01	2	Hours	\$159.42		8010-AGM-Water Operations
257	701620	1.0	WARD, WALTER PAUL (WALT)	1	03-Nov-01	2	Hours	\$159.42		8010-AGM-Water Operations
258	701620	1.0	WARD, WALTER PAUL (WALT)	1	17-Nov-01	4	Hours	\$318.85		8010-AGM-Water Operations
259	701620	1.0	WARD, WALTER PAUL (WALT)	1	01-Dec-01	4	Hours	\$318.85		8010-AGM-Water Operations
260	701620	1.0	WARD, WALTER PAUL (WALT)	1	15-Dec-01	6	Hours	\$497.40		8010-AGM-Water Operations
261	701620	1.0	WARD, WALTER PAUL (WALT)	1	29-Dec-01	10	Hours	\$829.00		8010-AGM-Water Operations
262	701620	1.0	WARD, WALTER PAUL (WALT)	1	12-Jan-02	9	Hours	\$746.10		8010-AGM-Water Operations
263	701620	1.0	WARD, WALTER PAUL (WALT)	1	26-Jan-02	6	Hours	\$497.40		8010-AGM-Water Operations
264	701620	1.0	WARD, WALTER PAUL (WALT)	1	09-Feb-02	6	Hours	\$497.40		8010-AGM-Water Operations
265	701620	1.0	WARD, WALTER PAUL (WALT)	1	23-Feb-02	12	Hours	\$994.80		8010-AGM-Water Operations
266	701620	1.0	WARD, WALTER PAUL (WALT)	1	09-Mar-02	12	Hours	\$994.80		8010-AGM-Water Operations
267	701620	1.0	WARD, WALTER PAUL (WALT)	1	23-Mar-02	6	Hours	\$497.40		8010-AGM-Water Operations
268	701620	1.0	WARD, WALTER PAUL (WALT)	1	06-Apr-02	8	Hours	\$663.20		8010-AGM-Water Operations
269	701620	1.0	WARD, WALTER PAUL (WALT)	1	20-Apr-02	1.5	Hours	\$124.36		8010-AGM-Water Operations
270	701620	1.0	WARD, WALTER PAUL (WALT)	1	04-May-02	4	Hours	\$331.60		8010-AGM-Water Operations
271	701620	1.0	WARD, WALTER PAUL (WALT)	1	18-May-02	4	Hours	\$331.60		8010-AGM-Water Operations
272	701620	1.0	WARD, WALTER PAUL (WALT)	1	01-Jun-02	6	Hours	\$497.40		8010-AGM-Water Operations
273	701620	1.0	WARD, WALTER PAUL (WALT)	1	15-Jun-02	10	Hours	\$829.00		8010-AGM-Water Operations
274	701620	1.0	WARD, WALTER PAUL (WALT)	1	29-Jun-02	4	Hours	\$331.60		8010-AGM-Water Operations
275	701620	1.0	WARD, WALTER PAUL (WALT)	1	13-Jul-02	2	Hours	\$165.80		8010-AGM-Water Operations
276	701620	1.0	WARD, WALTER PAUL (WALT)	1	10-Aug-02	2	Hours	\$169.59		8010-AGM-Water Operations
277	701620	1.0	WARD, WALTER PAUL (WALT)	1	24-Aug-02	4	Hours	\$339.18		8010-AGM-Water Operations
278	701620	1.0	WARD, WALTER PAUL (WALT)	1	21-Sep-02	4	Hours	\$339.18		8010-AGM-Water Operations
279	701620	1.0	WARD, WALTER PAUL (WALT)	1	16-Nov-02	4	Hours	\$339.18		8010-AGM-Water Operations
280	701620	1.0	WARD, WALTER PAUL (WALT)	1	08-Feb-03	4	Hours	\$352.76		8010-AGM-Water Operations
281	701620	1.0	WARD, WALTER PAUL (WALT)	1	22-Feb-03	4	Hours	\$352.76		8010-AGM-Water Operations
282	701620	1.0	WARD, WALTER PAUL (WALT)	1	08-Mar-03	2	Hours	\$192.40		8010-AGM-Water Operations
283	701620	1.0	WARD, WALTER PAUL (WALT)	1	22-Mar-03	4	Hours	\$384.79		8010-AGM-Water Operations
284	701620	1.0	WARD, WALTER PAUL (WALT)	1	19-Apr-03	2	Hours	\$192.40		8010-AGM-Water Operations
285	701620	1.0	WARD, WALTER PAUL (WALT)	1	03-May-03	3	Hours	\$288.59		8010-AGM-Water Operations
286	701620	1.0	WARD, WALTER PAUL (WALT)	1	14-Jun-03	3.5	Hours	\$336.70		8010-AGM-Water Operations
287	701620	1.0	WARD, WALTER PAUL (WALT)	1	28-Jun-03	4	Hours	\$384.79		8010-AGM-Water Operations
288	701620	1.0	WARD, WALTER PAUL (WALT)	1	12-Jul-03	8	Hours	\$665.18		8010-AGM-Water Operations
289	701620	1.0	WARD, WALTER PAUL (WALT)	1	26-Jul-03	4	Hours	\$432.59		8010-AGM-Water Operations
290	701620	1.0	WARD, WALTER PAUL (WALT)	1	09-Aug-03	3.5	Hours	\$378.53		8010-AGM-Water Operations
291	701620	1.0	WARD, WALTER PAUL (WALT)	1	23-Aug-03	4	Hours	\$432.59		8010-AGM-Water Operations

Line No.	Project	Task	Employee/Supplier	Expnd Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expnd Org
292	701620	1.0	WARD, WALTER PAUL (WALT)	1	06-Sep-03	4	Hours	\$432.59		8010-AGM-Water Operations
293	701620	1.0	WARD, WALTER PAUL (WALT)	1	20-Sep-03	6	Hours	\$648.89		8010-AGM-Water Operations
294	701620	1.0	WARD, WALTER PAUL (WALT)	1	04-Oct-03	5	Hours	\$540.74		8010-AGM-Water Operations
295	701620	1.0	WARD, WALTER PAUL (WALT)	1	18-Oct-03	5	Hours	\$540.74		8010-AGM-Water Operations
296	701620	1.0	WARD, WALTER PAUL (WALT)	1	15-Nov-03	3	Hours	\$324.44		8010-AGM-Water Operations
297	701620	1.0	WARD, WALTER PAUL (WALT)	1	29-Nov-03	6	Hours	\$648.89		8010-AGM-Water Operations
298	701620	1.0	WARD, WALTER PAUL (WALT)	1	13-Dec-03	4	Hours	\$447.72		8010-AGM-Water Operations
299	701620	1.0	WARD, WALTER PAUL (WALT)	1	27-Dec-03	10	Hours	\$1,119.30		8010-AGM-Water Operations
300	701620	1.0	WARD, WALTER PAUL (WALT)	1	10-Jan-04	4	Hours	\$409.13		8010-AGM-Water Operations
301	701620	1.0	WARD, WALTER PAUL (WALT)	1	24-Jan-04	6	Hours	\$613.70		8010-AGM-Water Operations
302	701620	1.0	WARD, WALTER PAUL (WALT)	1	07-Feb-04	6	Hours	\$611.84		8010-AGM-Water Operations
303	701620	1.0	WARD, WALTER PAUL (WALT)	1	21-Feb-04	12	Hours	\$1,223.69		8010-AGM-Water Operations
304	701620	1.0	WARD, WALTER PAUL (WALT)	1	06-Mar-04	20	Hours	\$2,048.14		8010-AGM-Water Operations
305	701620	1.0	WARD, WALTER PAUL (WALT)	1	20-Mar-04	6	Hours	\$614.44		8010-AGM-Water Operations
306	701620	1.0	WARD, WALTER PAUL (WALT)	1	03-Apr-04	4	Hours	\$409.63		8010-AGM-Water Operations
307	701620	1.0	WARD, WALTER PAUL (WALT)	1	17-Apr-04	8	Hours	\$819.26		8010-AGM-Water Operations
308	701620	1.0	WARD, WALTER PAUL (WALT)	1	01-May-04	12	Hours	\$1,228.88		8010-AGM-Water Operations
309	701620	1.0	WARD, WALTER PAUL (WALT)	1	15-May-04	8	Hours	\$819.26		8010-AGM-Water Operations
310	701620	1.0	WARD, WALTER PAUL (WALT)	1	29-May-04	10	Hours	\$1,024.07		8010-AGM-Water Operations
311	701620	1.0	WARD, WALTER PAUL (WALT)	1	12-Jun-04	15	Hours	\$1,536.11		8010-AGM-Water Operations
312	701620	1.0	WARD, WALTER PAUL (WALT)	1	26-Jun-04	8	Hours	\$819.26		8010-AGM-Water Operations
313	701620	1.0	WARD, WALTER PAUL (WALT)	1	10-Jul-04	8	Hours	\$819.26		8010-AGM-Water Operations
314	701620	1.0	WARD, WALTER PAUL (WALT)	1	24-Jul-04	5	Hours	\$512.04		8010-AGM-Water Operations
315	701620	1.0	WARD, WALTER PAUL (WALT)	1	07-Aug-04	18	Hours	\$1,698.62		8010-AGM-Water Operations
316	701620	1.0	WARD, WALTER PAUL (WALT)	1	21-Aug-04	8.5	Hours	\$802.13		8010-AGM-Water Operations
317	701620	1.0	WARD, WALTER PAUL (WALT)	1	04-Sep-04	20	Hours	\$1,887.36		8010-AGM-Water Operations
318	701620	1.0	WARD, WALTER PAUL (WALT)	1	18-Sep-04	10	Hours	\$943.68		8010-AGM-Water Operations
319	701620	1.0	WARD, WALTER PAUL (WALT)	1	02-Oct-04	11	Hours	\$1,038.05		8010-AGM-Water Operations
320	701620	1.0	WARD, WALTER PAUL (WALT)	1	16-Oct-04	4	Hours	\$377.47		8010-AGM-Water Operations
321	701620	1.0	WARD, WALTER PAUL (WALT)	1	30-Oct-04	2	Hours	\$188.74		8010-AGM-Water Operations
322	701620	1.0	WARD, WALTER PAUL (WALT)	1	13-Nov-04	2	Hours	\$188.74		8010-AGM-Water Operations
323	701620	1.0	WARD, WALTER PAUL (WALT)	1	27-Nov-04	4	Hours	\$377.47		8010-AGM-Water Operations
324	701620	1.0	WARD, WALTER PAUL (WALT)	1	11-Dec-04	2	Hours	\$188.74		8010-AGM-Water Operations
325	701620	1.0	WARD, WALTER PAUL (WALT)	1	11-Dec-04	5	Hours	\$471.84		8010-AGM-Water Operations
326	701620	1.0	WARD, WALTER PAUL (WALT)	1	25-Dec-04	9	Hours	\$849.31		8010-AGM-Water Operations
327	701620	1.0	WARD, WALTER PAUL (WALT)	1	22-Jan-05	1.5	Hours	\$141.55		8010-AGM-Water Operations
328	701620	1.0	WARD, WALTER PAUL (WALT)	1	05-Feb-05	4	Hours	\$377.47		8010-AGM-Water Operations
329	701620	1.0	WARD, WALTER PAUL (WALT)	1	19-Feb-05	3	Hours	\$283.10		8010-AGM-Water Operations
330	701620	1.0	WARD, WALTER PAUL (WALT)	1	19-Mar-05	4	Hours	\$388.82		8010-AGM-Water Operations
331	701620	1.0	WARD, WALTER PAUL (WALT)	1	02-Apr-05	4	Hours	\$444.88		8010-AGM-Water Operations
332	701620	1.0	WARD, WALTER PAUL (WALT)	1	16-Apr-05	7	Hours	\$778.54		8010-AGM-Water Operations
333	701620	1.0	WARD, WALTER PAUL (WALT)	1	30-Apr-05	5	Hours	\$556.10		8010-AGM-Water Operations
334	701620	1.0	WARD, WALTER PAUL (WALT)	1	14-May-05	2	Hours	\$251.74		8010-AGM-Water Operations
335	701620	1.0	WARD, WALTER PAUL (WALT)	1	28-May-05	3	Hours			8010-AGM-Water Operations
			Total Labor					\$46,451.39		
336	701620	1.0	MILLER, JEFFERY LEE (JEFF)	4	29-May-04	2.5	Hours	\$144.70		8220-Modesto Dom Water
337	701620	1.0	NIEMI, MICHAEL JOHN (MICHAEL)	12	19-Mar-05	2	Hours	\$90.19		8410-Water Use, Planning & Conservation
338	701620	1.0	DIAS, GREGORY PAUL (GREG)	15	29-Dec-01	0	Hours	\$0.00		8420-Civil Engineering
339	701620	1.0	DIAS, GREGORY PAUL (GREG)	15	04-Oct-03	0	Hours	\$0.00		8420-Civil Engineering
340	701620	1.0	DIAS, GREGORY PAUL (GREG)	15	01-Nov-03	0	Hours	\$0.00		8420-Civil Engineering
341	701620	1.0	WARD, WALTER PAUL (WALT)	15	29-May-04	0	Hours	\$0.00		8010-AGM-Water Operations
342	701620	1.0	WARD, WALTER PAUL (WALT)	15	18-Sep-04	0	Hours	\$0.00		8010-AGM-Water Operations
343	701620	1.0	DIAS, GREGORY PAUL (GREG)	16	09-Feb-02	0	Hours	\$0.00		8420-Civil Engineering
344	701620	1.0	DIAS, GREGORY PAUL (GREG)	16	18-Oct-03	0	Hours	\$0.00		8420-Civil Engineering
345	701620	1.0	DIAS, GREGORY PAUL (GREG)	16	01-Nov-03	0	Hours	\$0.00		8420-Civil Engineering
			Total Misc. Labor					\$234.89		
346	701620	1.0	ACCRUALS/ADJUSTMENTS	111-Labor Accrual/Reversal	31-Dec-04	905.04	Currency	\$905.04	2004 LABOR ACCRUAL - PERIOD 12/26/04 - 12/31/04	0000-Balance Sheet
347	701620	1.1	ACCRUALS/ADJUSTMENTS	111-Labor Accrual/Reversal	31-Dec-04	470.98	Currency	\$470.98	2004 LABOR ACCRUAL - PERIOD 12/26/04 - 12/31/04	0000-Balance Sheet
348	701620	1.0	ACCRUALS/ADJUSTMENTS	111-Labor Accrual/Reversal	01-Jan-05	-905.04	Currency	-\$905.04	2004 LABOR ACCRUAL - PERIOD 12/26/04 - 12/31/04	0000-Balance Sheet
349	701620	1.1	ACCRUALS/ADJUSTMENTS	111-Labor Accrual/Reversal	01-Jan-05	-470.98	Currency	-\$470.98	2004 LABOR ACCRUAL - PERIOD 12/26/04 - 12/31/04	0000-Balance Sheet
350	701620	1.0	ACCRUALS/ADJUSTMENTS	112-Labor Corrections	05-Mar-05	64	Currency	\$64.00	ADJ FOR RETRO PAY ALLOCATION 12/1/04-3/5/05	8010-AGM-Water Operations
351	701620	1.0	ACCRUALS/ADJUSTMENTS	112-Labor Corrections	05-Mar-05	252	Currency	\$252.00	ADJ FOR RETRO PAY ALLOCATION 12/1/04-3/5/05	8220-Modesto Dom Water
									ADJ FOR RETRO PAY ALLOCATION 12/1/04-3/5/05	8410-Water Use, Planning & Conservation
352	701620	1.0	ACCRUALS/ADJUSTMENTS	112-Labor Corrections	05-Mar-05	60	Currency	\$60.00		8420-Civil Engineering
353	701620	1.0	ACCRUALS/ADJUSTMENTS	112-Labor Corrections	05-Mar-05	1012	Currency	\$1,012.00	ADJ FOR RETRO PAY ALLOCATION 12/1/04-3/5/05	8220-Modesto Dom Water
354	701620	1.1	ACCRUALS/ADJUSTMENTS	112-Labor Corrections	05-Mar-05	115	Currency	\$115.00	ADJ FOR RETRO PAY ALLOCATION 12/1/04-3/5/05	8220-Modesto Dom Water
355	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	2981.12	Currency	\$2,981.12	Sunk Cost 14-Jul-01 DIAS, GREGORY PAUL (GREG) 48.00 HOURS	0000-Balance Sheet
356	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	576.28	Currency	\$576.28	Sunk Cost 14-Jul-01 KETSCHER, WILLIAM M (BILL) 8.00 HOURS	0000-Balance Sheet
357	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	2856.91	Currency	\$2,856.91	Sunk Cost 28-Jul-01 DIAS, GREGORY PAUL (GREG) 46.00 HOURS	0000-Balance Sheet
358	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	288.14	Currency	\$288.14	Sunk Cost 28-Jul-01 KETSCHER, WILLIAM M (BILL) 4.00 HOURS	0000-Balance Sheet
359	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	1863.2	Currency	\$1,863.20	Sunk Cost 11-Aug-01 DIAS, GREGORY PAUL (GREG) 30.00 HOURS	0000-Balance Sheet
360	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	993.71	Currency	\$993.71	Sunk Cost 25-Aug-01 DIAS, GREGORY PAUL (GREG) 16.00 HOURS	0000-Balance Sheet

Line No.	Project	Task	Employee/Supplier	Expnd Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expnd Org
361	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	1490.56	Currency	\$1,490.56	Sunk Cost 8-Sep-01 DIAS, GREGORY PAUL (GREG) 24.00 HOURS	0000-Balance Sheet
362	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	200.65	Currency	\$200.65	Sunk Cost 14-Jul-01 LIMA, JOSEPH M. (JOE) 3.00	0000-Balance Sheet
363	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	267.53	Currency	\$267.53	Sunk Cost 28-Jul-01 LIMA, JOSEPH M. (JOE) 4.00	0000-Balance Sheet
364	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	66.88	Currency	\$66.88	Sunk Cost 11-Aug-01 LIMA, JOSEPH M (JOE) 1.00	0000-Balance Sheet
365	701620	1.0	SMITH CLEARING	112-Labor Corrections	01-Oct-03	133.77	Currency	\$133.77	Sunk Cost 22-Sep-01 LIMA, JOSEPH M (JOE) 2.00	0000-Balance Sheet
366	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	1374.45	Currency	\$1,374.45	Sunk Cost 28-Dec-02 DIAS, GREGORY PAUL (GREG) 20.00 HOURS	0000-Balance Sheet
367	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	2405.29	Currency	\$2,405.29	Sunk Cost 14-Dec-02 DIAS, GREGORY PAUL (GREG) 35.00 HOURS	0000-Balance Sheet
368	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	726.89	Currency	\$726.89	Sunk Cost 30-Nov-02 DIAS, GREGORY PAUL (GREG) 11.00 HOURS	0000-Balance Sheet
369	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	1354.66	Currency	\$1,354.66	Sunk Cost 16-Nov-02 DIAS, GREGORY PAUL (GREG) 20.50 HOURS	0000-Balance Sheet
370	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	462.56	Currency	\$462.56	Sunk Cost 02-Nov-02 DIAS, GREGORY PAUL (GREG) 7.00 HOURS	0000-Balance Sheet
371	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	1354.66	Currency	\$1,354.66	Sunk Cost 19-Oct-02 DIAS, GREGORY PAUL (GREG) 20.50 HOURS	0000-Balance Sheet
372	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	2196.51	Currency	\$2,196.51	Sunk Cost 27-Jul-02 DIAS, GREGORY PAUL (GREG) 34.00 HOURS	0000-Balance Sheet
373	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	299.62	Currency	\$299.62	Sunk Cost 29-Jun-02 KETSCHER, WILLIAM M (BILL) 4.00 HOURS	0000-Balance Sheet
374	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	4493.48	Currency	\$4,493.48	Sunk Cost 24-Aug-02 DIAS, GREGORY PAUL (GREG) 68.00 HOURS	0000-Balance Sheet
375	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	1817.22	Currency	\$1,817.22	Sunk Cost 07-Sep-02 DIAS, GREGORY PAUL (GREG) 27.50 HOURS	0000-Balance Sheet
376	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	1585.93	Currency	\$1,585.93	Sunk Cost 21-Sep-02 DIAS, GREGORY PAUL (GREG) 24.00 HOURS	0000-Balance Sheet
377	701620	1.0	SMITH CLEARING	112-Labor Corrections	02-Oct-03	2511.06	Currency	\$2,511.06	Sunk Cost 05-Oct-02 DIAS, GREGORY PAUL (GREG) 38.00 HOURS	0000-Balance Sheet
				Total Labor Corrections				\$33,804.08		
378										
379				Total Labor						
380				\$420,980.58						
									LINES 381-405 ARE MEMBRANE PILOT PLANT	
381	701620	1.1	BANK ONE, NA	201-Materials	15-Jan-04	440.22	Currency	\$440.22	MCMaster-CARR SUPPLY 14-JAN-04	8220-Modesto Dom Water
382	701620	1.1	BANK ONE, NA	201-Materials	15-Jan-04	375.14	Currency	\$375.14	HARRINGTON PLASTICS 14-JAN-04	8220-Modesto Dom Water
383	701620	1.1	BANK ONE, NA	201-Materials	16-Jan-04	174.88	Currency	\$174.88	MCMaster-CARR SUPPLY 15-JAN-04	8220-Modesto Dom Water
384	701620	1.1	BANK ONE, NA	201-Materials	22-Jan-04	-18	Currency	-\$18.00	HARRINGTON PLASTICS 21-JAN-04	8220-Modesto Dom Water
385	701620	1.1	BANK ONE, NA	201-Materials	22-Jan-04	82.72	Currency	\$82.72	ORCHARD SUPPLY #201 20-JAN-04	8220-Modesto Dom Water
386	701620	1.1	BANK ONE, NA	201-Materials	29-Jan-04	1275.12	Currency	\$1,275.12	USA BLUE BOOK 27-JAN-04	8220-Modesto Dom Water
387	701620	1.1	BANK ONE, NA	201-Materials	31-Jan-04	185.09	Currency	\$185.09	USA BLUE BOOK	0000-Balance Sheet
388	701620	1.1	BANK ONE, NA	201-Materials	14-Jan-05	716.04	Currency	\$716.04	MCMaster-CARR SUPPLY 13-JAN-05	8220-Modesto Dom Water
389	701620	1.1	BANK ONE, NA	201-Materials	17-Jan-05	324.57	Currency	\$324.57	MCMaster-CARR SUPPLY 14-JAN-05	8220-Modesto Dom Water
				Total Bank One Material Purchases				\$3,555.78		
390	701620	1.0	CENTER STATE PIPE & SUPPLY	201-Materials	30-Dec-03	1100.71	Currency	\$1,100.71	PO 44100	0000-Balance Sheet
391	701620	1.0	CENTER STATE PIPE & SUPPLY	201-Materials	07-Jan-04	92.3	Currency	\$92.30	PO 44100	0000-Balance Sheet
392	701620	1.0	CENTER STATE PIPE & SUPPLY	201-Materials	07-Jan-04	36.61	Currency	\$36.61	PO 44100	0000-Balance Sheet
393	701620	1.0	CENTER STATE PIPE & SUPPLY	201-Materials	14-Jan-04	6.12	Currency	\$6.12	PO 44100	0000-Balance Sheet
394	701620	1.1	CENTER STATE PIPE & SUPPLY	201-Materials	26-Jan-04	150.49	Currency	\$150.49	PO 44100	0000-Balance Sheet
395	701620	1.1	CENTER STATE PIPE & SUPPLY	201-Materials	01-Feb-04	4.08	Currency	\$4.08	PO 44100	0000-Balance Sheet
396	701620	1.1	CENTER STATE PIPE & SUPPLY	201-Materials	01-Feb-04	14.18	Currency	\$14.18	PO 44100	0000-Balance Sheet
				Total Center State Pipe Purchases				\$1,404.49		
397	701620	1.1	SAFE-T-LITE	201-Materials	22-Oct-04	1407.2	Currency	\$1,407.20	PO 42930	0000-Balance Sheet
				Total Safe-T-Light Material Purchases				\$1,407.20		
398	701620	1.0	WARDEN'S OFFICE	201-Materials	04-Feb-04	47.68	Currency	\$47.68	PO 44670 / WATER OPS	0000-Balance Sheet
				Total Warden's Office Material Purchases				\$47.68		
399	701620	1.0	WATERFORD FARM SUPPLY	201-Materials	07-Jan-04	161.5	Currency	\$161.50	PO 43010	0000-Balance Sheet
				Total Waterford Farm Supply Material Purchases				\$161.50		
400	701620	1.0	WILLE ELECTRIC SUPPLY COMPANY, INC.	201-Materials	07-Jan-04	3.89	Currency	\$3.89	PO 43410	0000-Balance Sheet
401	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	201-Materials	13-Jan-04	276.64	Currency	\$276.64	PO 43410	0000-Balance Sheet
402	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	201-Materials	13-Jan-04	209.58	Currency	\$209.58	PO 43410	0000-Balance Sheet
403	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	201-Materials	13-Jan-04	81.42	Currency	\$81.42	PO 43410	0000-Balance Sheet
404	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	201-Materials	29-Jan-04	78	Currency	\$78.00	PO 43410	0000-Balance Sheet
405	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	201-Materials	29-Jan-04	446.94	Currency	\$446.94	PO 43410	0000-Balance Sheet
				Total Willie Electric Supply Purchases				\$1,096.47		
406	701620	1.0	BANK ONE, NA	203-Stationary Supplies	15-Mar-04	481.35	Currency	\$481.35	DITTO'S 11-MAR-04	8220-Modesto Dom Water
				Total Bank One Stationary Supplies				\$481.35		
									COLOR COPIES FOR DSEIR	
407	701620	1.0	OFFICE DEPOT BUSINESS SERVICES DIVISION - 1161	204-Office Supplies	01-Feb-04	12.54	Currency	\$12.54	DOM WATER PHASE 2 / SUMMARY BILLING - 1/1/04 - 1/31/04	0000-Balance Sheet
				Total Office Depot Office Supplies				\$12.54		
408	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	21-Dec-01	10.74	Currency	\$10.74	5634495300 / GREG DIAS	0000-Balance Sheet
409	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	18-Oct-02	15.28	Currency	\$15.28	000977240305 / INVOICE SUMMARY OCT 18 2002 / ACCT #0952-0270-5	0000-Balance Sheet
410	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	18-Jul-03	11.83	Currency	\$11.83	G. DIAS / ACCT #0952-0270-5 / SUMMARY THROUGH JULY 18, 2003	0000-Balance Sheet
411	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	21-Nov-03	12.39	Currency	\$12.39	G. DIAS / ACCT #0952-0270-5 / SUMMARY NOV 21, 2003	0000-Balance Sheet
412	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	19-Dec-03	13.46	Currency	\$13.46	ACCT #0952-0270-5 / SUMAMRY DEC 19, 2003	0000-Balance Sheet
413	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	18-Feb-05	12.21	Currency	\$12.21	G DIAS / ACCT 0952-0270-5 / SUMMARY 2/18/05	0000-Balance Sheet
414	701620	1.1	FEDERAL EXPRESS CORPORATION	205-Postage/Express	18-Feb-05	22.75	Currency	\$22.75	C HIDAHL / ACCT 0952-0270-5 / SUMMARY 2/18/05	0000-Balance Sheet

Line No.	Project	Task	Employee/Supplier	Expnd Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expnd Org
415	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	21-Mar-05	11.19	Currency	\$11.19	G DIAS / ACCT 0952-0270-5 / SUMMARY 3/21/05	0000-Balance Sheet
416	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	21-Mar-05	17.39	Currency	\$17.39	W WARD / ACCT 0952-0270-5 / SUMMARY 3/21/05	0000-Balance Sheet
417	701620	1.0	FEDERAL EXPRESS CORPORATION	205-Postage/Express	21-Mar-05	25.66	Currency	\$25.66	G DIAS / ACCT 0952-0270-5 / SUMMARY 3/21/05	0000-Balance Sheet
418	701620	1.1	FEDERAL EXPRESS CORPORATION	205-Postage/Express	21-Mar-05	18.07	Currency	\$18.07	C HIDAHL / ACCT 0952-0270-5 / SUMMARY 3/21/05	0000-Balance Sheet
				Total Fed Ex Postage				\$170.97		
									LINES 419-438 ARE MEMBRANE PILOT PLANT	
419	701620	1.1	BANK ONE, NA	207-Freight	03-Feb-04	43.1	Currency	\$43.10	FEDEX FREIGHT WEST INC 02-FEB-04	8220-Modesto Dom Water
				Total Bank One Freight				\$43.10		
420	701620	1.0	BANK ONE, NA	214-Repair Parts	26-Dec-03	1014.78	Currency	\$1,014.78	USA BLUE BOOK 23-DEC-03	8220-Modesto Dom Water
421	701620	1.1	BANK ONE, NA	214-Repair Parts	05-Feb-04	21.45	Currency	\$21.45	ORCHARD SUPPLY #201 03-FEB-04	8220-Modesto Dom Water
422	701620	1.1	BANK ONE, NA	214-Repair Parts	06-Feb-04	29.46	Currency	\$29.46	ORCHARD SUPPLY #201 04-FEB-04	8220-Modesto Dom Water
423	701620	1.1	BANK ONE, NA	214-Repair Parts	23-Feb-04	514.65	Currency	\$514.65	USA BLUE BOOK 19-FEB-04	8220-Modesto Dom Water
				Total Bank One Repair Parts				\$1,580.34		
424	701620	1.1	WATERFORD FARM SUPPLY	214-Repair Parts	09-Jul-04	16.83	Currency	\$16.83	PO 43010 / REF 92030	0000-Balance Sheet
				Total Waterford Farm Supply Repair Parts				\$16.83		
425	701620	1.1	BANK ONE, NA	217-Small Tools	04-Oct-04	162.15	Currency	\$162.15	MCMMASTER-CARR SUPPLY 01-OCT-04	8220-Modesto Dom Water
426	701620	1.1	BANK ONE, NA	217-Small Tools	20-Oct-04	1303.6	Currency	\$1,303.60	TRANSCAT 18-OCT-04	8220-Modesto Dom Water
				Total Bank One Small Tool Purchases				\$1,465.75		
427	701620	1.1	SAFE-T-LITE	248-Safety Equipment Cost	27-Apr-04	1299	Currency	\$1,299.00	PO 42930	0000-Balance Sheet
				Total Safe-T-Lite Safety Equipment				\$1,299.00		
428	701620	1.0	BANK ONE, NA	255-Material Sales Tax	31-Dec-03	67.45	Currency	\$67.45	KENNETH EDWARDS 31-DEC-03	0000-Balance Sheet
429	701620	1.1	BANK ONE, NA	255-Material Sales Tax	31-Jan-04	84.81	Currency	\$84.81	JEFF L MILLER 31-JAN-04	0000-Balance Sheet
430	701620	1.1	BANK ONE, NA	255-Material Sales Tax	31-Jan-04	6.49	Currency	\$6.49	KENNETH EDWARDS 31-JAN-04	0000-Balance Sheet
431	701620	1.1	BANK ONE, NA	255-Material Sales Tax	29-Feb-04	35.21	Currency	\$35.21	SALES TAX / USA BLUE BOOK 19-FEB-04	0000-Balance Sheet
432	701620	1.0	CENTER STATE PIPE & SUPPLY	255-Material Sales Tax	30-Dec-03	81.18	Currency	\$81.18	PO 44100	0000-Balance Sheet
433	701620	1.0	CENTER STATE PIPE & SUPPLY	255-Material Sales Tax	07-Jan-04	6.81	Currency	\$6.81	PO 44100	0000-Balance Sheet
434	701620	1.0	CENTER STATE PIPE & SUPPLY	255-Material Sales Tax	07-Jan-04	2.7	Currency	\$2.70	PO 44100	0000-Balance Sheet
435	701620	1.0	CENTER STATE PIPE & SUPPLY	255-Material Sales Tax	14-Jan-04	0.45	Currency	\$0.45	PO 44100	0000-Balance Sheet
436	701620	1.1	CENTER STATE PIPE & SUPPLY	255-Material Sales Tax	26-Jan-04	11.1	Currency	\$11.10	PO 44100	0000-Balance Sheet
437	701620	1.1	CENTER STATE PIPE & SUPPLY	255-Material Sales Tax	01-Feb-04	0.3	Currency	\$0.30	PO 44100	0000-Balance Sheet
438	701620	1.1	CENTER STATE PIPE & SUPPLY	255-Material Sales Tax	01-Feb-04	1.05	Currency	\$1.05	PO 44100	0000-Balance Sheet
439	701620	1.0	OFFICE DEPOT BUSINESS SERVICES DIVISION - 1161	255-Material Sales Tax	01-Feb-04	0.92	Currency	\$0.92	DOM WATER PHASE 2 / SUMMARY BILLING - 1/1/04 - 1/31/04	0000-Balance Sheet
440	701620	1.1	SAFE-T-LITE	255-Material Sales Tax	27-Apr-04	95.81	Currency	\$95.81	PO 42930	0000-Balance Sheet
441	701620	1.1	SAFE-T-LITE	255-Material Sales Tax	22-Oct-04	103.78	Currency	\$103.78	PO 42930	0000-Balance Sheet
442	701620	1.0	WARDEN'S OFFICE	255-Material Sales Tax	04-Feb-04	3.52	Currency	\$3.52	PO 44670 / WATER OPS	0000-Balance Sheet
443	701620	1.0	WATERFORD FARM SUPPLY	255-Material Sales Tax	07-Jan-04	11.91	Currency	\$11.91	PO 43010	0000-Balance Sheet
444	701620	1.1	WATERFORD FARM SUPPLY	255-Material Sales Tax	09-Jul-04	1.24	Currency	\$1.24	PO 43010 / REF 92030	0000-Balance Sheet
445	701620	1.0	WILLE ELECTRIC SUPPLY COMPANY, INC.	255-Material Sales Tax	07-Jan-04	0.28	Currency	\$0.28	PO 43410	0000-Balance Sheet
446	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	255-Material Sales Tax	13-Jan-04	20.4	Currency	\$20.40	PO 43410	0000-Balance Sheet
447	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	255-Material Sales Tax	13-Jan-04	15.46	Currency	\$15.46	PO 43410	0000-Balance Sheet
448	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	255-Material Sales Tax	13-Jan-04	6.01	Currency	\$6.01	PO 43410	0000-Balance Sheet
449	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	255-Material Sales Tax	29-Jan-04	5.76	Currency	\$5.76	PO 43410	0000-Balance Sheet
450	701620	1.1	WILLE ELECTRIC SUPPLY COMPANY, INC.	255-Material Sales Tax	29-Jan-04	32.96	Currency	\$32.96	PO 43410	0000-Balance Sheet
451				Total Sales Tax				\$595.60		
452				Total Materials and Supplies				\$13,338.60		
453										
454	701620	1.0	BLACK & VEATCH	401-Consulting	05-Sep-03	3050	Currency	\$3,050.00	REF 65518 / B/1/03-8/29/03 / PROF SVCS / WTP CLIENT REF 65518 / PROF SVCS 8/29/03-9/26/03 / WTP PHASE II	0000-Balance Sheet
455	701620	1.0	BLACK & VEATCH	401-Consulting	02-Oct-03	14761.86	Currency	\$14,761.86	PROF SVCS / MRWTP PHASE 2 / 9/26/03-10/31/03	0000-Balance Sheet
456	701620	1.0	BLACK & VEATCH	401-Consulting	05-Nov-03	56476.2	Currency	\$56,476.20	PROFESSIONAL SERVICES - NOV 03 BILLING / MRWTP PHASE TWO EXPANSION PROJECT	0000-Balance Sheet
457	701620	1.0	BLACK & VEATCH	401-Consulting	04-Dec-03	27361.5	Currency	\$27,361.50	PROFESSIONAL SERVICES - MRWTP PHASE TWO EXPANSION PROJECT / DEC 03 BILLING	0000-Balance Sheet
458	701620	1.0	BLACK & VEATCH	401-Consulting	31-Dec-03	5570	Currency	\$5,570.00	PROF SVCS 12/26/03-1/30/04 FOR PHASE 2 EXPANSION MRWTP	0000-Balance Sheet
459	701620	1.1	BLACK & VEATCH	401-Consulting	11-Feb-04	63533.2	Currency	\$63,533.20	PROFESSIONAL SERVICES / FEB 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT	0000-Balance Sheet
460	701620	1.1	BLACK & VEATCH	401-Consulting	05-Mar-04	48858	Currency	\$48,858.00	PROF SVCS 2/27/04-3/26/04 FOR MRWTP PHASE 2 EXPANSION	0000-Balance Sheet
461	701620	1.1	BLACK & VEATCH	401-Consulting	05-Apr-04	25788.81	Currency	\$25,788.81	PROFESSIONAL SERVICES - APR 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT	0000-Balance Sheet
462	701620	1.1	BLACK & VEATCH	401-Consulting	13-May-04	33628.68	Currency	\$33,628.68	PROFESSIONAL SERVICES - MAY 04 BILLING / MRWTP PHASE TWO	0000-Balance Sheet
463	701620	1.1	BLACK & VEATCH	401-Consulting	03-Jun-04	38684.87	Currency	\$38,684.87	PROFESSIONAL SERVICES / JUN 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT	0000-Balance Sheet
464	701620	1.1	BLACK & VEATCH	401-Consulting	06-Jul-04	15218.67	Currency	\$15,218.67	PROFESSIONAL SERVICES / JUL 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT	0000-Balance Sheet
465	701620	1.1	BLACK & VEATCH	401-Consulting	04-Aug-04	32358.65	Currency	\$32,358.65	PROFESSIONAL SERVICES / AUG 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT	0000-Balance Sheet
466	701620	1.1	BLACK & VEATCH	401-Consulting	02-Sep-04	34883.74	Currency	\$34,883.74	PROF SVCS / 9/24/04-10/29/04 / MRWTP PHASE 2 EXPANSION PROJECT	0000-Balance Sheet
467	701620	1.1	BLACK & VEATCH	401-Consulting	30-Sep-04	59764.5	Currency	\$59,764.50	PROF SVCS / 9/24/04-10/29/04 / MRWTP PHASE 2 EXPANSION PROJECT	0000-Balance Sheet
468	701620	1.1	BLACK & VEATCH	401-Consulting	08-Nov-04	61809.18	Currency	\$61,809.18	PROF SVCS / 9/24/04-10/29/04 / MRWTP PHASE 2 EXPANSION PROJECT	0000-Balance Sheet
469	701620	1.1	BLACK & VEATCH	401-Consulting	01-Dec-04	25424.5	Currency	\$25,424.50	PROF SVCS / MRWTP PHASE 2 EXP PROJ / 11/26/04-12/31/04	0000-Balance Sheet
470	701620	1.1	BLACK & VEATCH	401-Consulting	31-Dec-04	18609.56	Currency	\$18,609.56		0000-Balance Sheet

Line No.	Project	Task	Employee/Supplier	Expnd Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expnd Org
471	701620	1.1	BLACK & VEATCH	401-Consulting	01-Apr-05	15532.81	Currency	\$15,532.81	CLIENT 65518 / PROF SVCS / MRWTP PHASE 2 EXP PROJ / 1/1/05-2/4/05	0000-Balance Sheet
472	701620	1.1	BLACK & VEATCH	401-Consulting	01-Apr-05	35873.36	Currency	\$35,873.36	CLIENT 65518 / PROF SVCS / MRWTP PHASE 2 EXP PROJ / 2/5/05-3/4/05	0000-Balance Sheet
				Total Black & Veatch Consulting				\$617,188.09		
	701620	1.1	JOHNSTON, WILLIAM R. P.E. RESEARCH & CONSULTING	401-Consulting	31-Dec-04	10075.00	Currency	\$10,075.00	77.5 hrs @ \$130 per hr for Water Rights consulting	
			JOHNSTON, WILLIAM R. P.E. RESEARCH & CONSULTING	401-Consulting	03-May-05	4200.00	Currency	\$4,200.00	30 hrs @ \$140 per hr for Water Rights consulting	
				Total William Johnston Consulting				\$14,275.00		
473	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	14-Jan-04	8411.6	Currency	\$8,411.60	PROFESSIONAL SERVICES - MRWTP PHASE TWO EXPANISON PROJECT SEIR / NOV 24- DEC 28, 2003	0000-Balance Sheet
474	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	08-Feb-04	13196.85	Currency	\$13,196.85	PROF SVCS - MRWTP PHASE 2 EXPANSION PROJECT SEIR / 12/29/03-1/25/04	0000-Balance Sheet
475	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	10-Mar-04	35368.47	Currency	\$35,368.47	PROFESSIONAL SERVICES - FEB 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
476	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	08-Apr-04	13399.51	Currency	\$13,399.51	PROFESSIONAL SERVICES - MAR 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
477	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	10-May-04	19462.78	Currency	\$19,462.78	PROFESSIONAL SERVICES - APR 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
478	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	08-Jun-04	5366.49	Currency	\$5,366.49	PROFESSIONAL SERVICES - MAY 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
479	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	13-Jul-04	7978.92	Currency	\$7,978.92	JUN 04 BILLING / MRWTP PHASE TWO EXPANSIONS PROJECT SEIR	0000-Balance Sheet
480	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	10-Aug-04	4255.84	Currency	\$4,255.84	PROFESSIONAL SERVICES / JUL 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
481	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	01-Sep-04	17635.27	Currency	\$17,635.27	PROFESSIONAL SERVICES / AUG 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
482	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	13-Oct-04	22229.32	Currency	\$22,229.32	PROFESSIONAL SERVICES - AUG 04 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
483	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	03-Nov-04	11132.79	Currency	\$11,132.79	PROF SVCS - 9/27/04-10/24/04 / MRWTP PHASE 2 EXPANSION PROJECT SEIR	0000-Balance Sheet
484	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	01-Dec-04	4946.92	Currency	\$4,946.92	PROFESSIONAL SERVICES / NOV 04 BILLING / MRWTP - PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
485	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	10-Jan-05	11080.32	Currency	\$11,080.32	PROF SVCS - 11/22/04-12/26/04 / MRWTP PHASE 2 EXPANSION PROJECT SEIR	0000-Balance Sheet
486	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	04-Feb-05	3400.14	Currency	\$3,400.14	PROF SVCS - 12/27/04-1/23/05 / MRWTP PHASE 2 EXPANSION PROJECT SEIR	0000-Balance Sheet
487	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	01-Mar-05	2906.1	Currency	\$2,906.10	PROF SVCS - 1/24/05-2/20/05 / MRWTP PHASE 2 EXPANSION PROJECT SEIR	0000-Balance Sheet
488	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	12-Apr-05	1496.47	Currency	\$1,496.47	PROJ 03564.03 / PROF SVCS - 2/21/05-3/2705 / MRWTP PHASE 2 EXPANSION PROJECT SEIR	0000-Balance Sheet
489	701620	1.1	JONES & STOKES ASSOCIATES	401-Consulting	03-May-05	705.18	Currency	\$705.18	PROJ 03564.03 / PROF SVCS - 3/28/05-4/24/05 / MRWTP PHASE 2 EXPANSION PROJECT SEIR	0000-Balance Sheet
				Total Jones & Stokes Consulting				\$182,972.97		
490	701620	1.1	KATZ & ASSOCIATES	401-Consulting	01-Apr-04	2145	Currency	\$2,145.00	PROF SVCS OF CRAIG MOYLE THRU 2/29/04	0000-Balance Sheet
491	701620	1.1	KATZ & ASSOCIATES	401-Consulting	01-Apr-04	163.7	Currency	\$163.70	PROFESSIONAL SERVICES - MAR 04 BILLING	0000-Balance Sheet
492	701620	1.1	KATZ & ASSOCIATES	401-Consulting	01-Jun-04	279.38	Currency	\$279.38	PROFESSIONAL SERVICES / APR 04 BILLING / CLIENT #SC1123L	0000-Balance Sheet
				Total Katz & Associates Consulting				\$2,588.08		
493	701620	1.1	AL CALA & ASSOCIATES	425-Other Outside Services	31-Dec-04	230	Currency	\$230.00	LINE 493 IS COURT REPORTER	0000-Balance Sheet
				Total Al Cala & Associates Consulting				\$230.00		
494	701620	1.1	BANK ONE, NA	425-Other Outside Services	12-Apr-04	10.74	Currency	\$10.74	2 PUBLIC MTGS FOR MRWTP PHASE 2 EXPANSION COURT REPORTER	8220-Modesto Dom Water
495	701620	1.1	BANK ONE, NA	425-Other Outside Services	12-Apr-04	42.95	Currency	\$42.95	AUDIO VIDEO HQ 09-APR-04	8220-Modesto Dom Water
				Total Bank One Outside Services				\$53.69		
									LINES 496-520 ARE MEMBRANE PILOT PLANT COSTS FOR SIMULATED DISTRIBUTION STUDIES	
496	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	23-Aug-04	900	Currency	\$900.00	PO 41760	0000-Balance Sheet
497	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	01-Feb-05	300	Currency	\$300.00	PO 41760	0000-Balance Sheet
498	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	07-Feb-05	240	Currency	\$240.00	PO 41760	0000-Balance Sheet
499	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	07-Feb-05	320	Currency	\$320.00	PO 41760	0000-Balance Sheet
500	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	07-Feb-05	565	Currency	\$565.00	PO 41760	0000-Balance Sheet
501	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	09-Feb-05	390	Currency	\$390.00	PO 41760	0000-Balance Sheet
502	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	18-Feb-05	239	Currency	\$239.00	PO 41760	0000-Balance Sheet
503	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	23-Feb-05	35	Currency	\$35.00	PO 41760	0000-Balance Sheet
504	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	24-Feb-05	170	Currency	\$170.00	PO 41760	0000-Balance Sheet
505	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	25-Feb-05	900	Currency	\$900.00	PO 41760	0000-Balance Sheet
506	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	01-Mar-05	35	Currency	\$35.00	PO 41760	0000-Balance Sheet
507	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	10-Mar-05	2265	Currency	\$2,265.00	PO 41760	0000-Balance Sheet
508	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	17-Mar-05	207.5	Currency	\$207.50	PO 41760	0000-Balance Sheet
509	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	21-Mar-05	60	Currency	\$60.00	PO 41760 / SUBM #2005030799	0000-Balance Sheet
510	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	21-Mar-05	185	Currency	\$185.00	PO 41760 / SUBM #2005030323	0000-Balance Sheet
511	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	22-Mar-05	317	Currency	\$317.00	PO 41760 / SUBM #2005021298	0000-Balance Sheet
512	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	24-Mar-05	207.5	Currency	\$207.50	PO 41760	0000-Balance Sheet
513	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	07-Apr-05	230	Currency	\$230.00	PO 41760	0000-Balance Sheet
514	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	11-Apr-05	2250	Currency	\$2,250.00	PO 41760	0000-Balance Sheet
515	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	14-Apr-05	155	Currency	\$155.00	PO 41760	0000-Balance Sheet
516	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	25-Apr-05	185	Currency	\$185.00	PO 41760	0000-Balance Sheet
517	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	06-May-05	339	Currency	\$339.00	PO 41760	0000-Balance Sheet
518	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	11-May-05	445	Currency	\$445.00	PO 41760	0000-Balance Sheet
519	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	24-May-05	495	Currency	\$495.00	PO 41760	0000-Balance Sheet

Line No.	Project	Task	Employee/Supplier	Expnd Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expnd Org
520	701620	1.1	BSK ANALYTICAL LABORATORIES	425-Other Outside Services	24-May-05	3075	Currency	\$3,075.00	PO 41760	0000-Balance Sheet
				Total BSK Analytical Lab Outside Services				\$14,510.00		
521	701620	1.0	CALIFORNIA CAD SOLUTIONS	425-Other Outside Services	28-Dec-04	2815	Currency	\$2,815.00	SCAN, PLACE & RUBBER SHEET 10 AERIAL PHOTOS	0000-Balance Sheet
				Total California CAD Solutions Outside Services				\$2,815.00	ACREAGE MAP FOR SWRCB	
522	701620	1.0	MARTINO GRAPHIC DESIGN	425-Other Outside Services	08-Jun-04	1779.92	Currency	\$1,779.92	PO 44563 / WTP NEWSLETTER	0000-Balance Sheet
				Total Martino Graphic Design Outside Services				\$1,779.92		
523	701620	1.0	SMITH CLEARING	425-Other Outside Services	02-Oct-03	1715	Currency	\$1,715.00	Sunk Cost 01-Jun-02 KATZ & ASSOCIATES	0000-Balance Sheet
524	701620	1.0	SMITH CLEARING	425-Other Outside Services	02-Oct-03	6701.25	Currency	\$6,701.25	Sunk Cost 01-Jun-02 KATZ & ASSOCIATES	0000-Balance Sheet
525	701620	1.0	SMITH CLEARING	425-Other Outside Services	02-Oct-03	808.25	Currency	\$808.25	Sunk Cost 01-Jun-02 KATZ & ASSOCIATES	0000-Balance Sheet
526	701620	1.0	SMITH CLEARING	425-Other Outside Services	02-Oct-03	2572.94	Currency	\$2,572.94	Sunk Cost 01-Jun-02 KATZ & ASSOCIATES	0000-Balance Sheet
527	701620	1.0	SMITH CLEARING	425-Other Outside Services	02-Oct-03	5290.91	Currency	\$5,290.91	Sunk Cost 21-Jun-02 KATZ & ASSOCIATES	0000-Balance Sheet
528	701620	1.0	SMITH CLEARING	425-Other Outside Services	02-Oct-03	-8544.17	Currency	-\$8,544.17	Sunk Cost 10-Jul-02 ACCOUNTS RECEIVABLE	0000-Balance Sheet
				Total Financial Adjustments to Outside Services				\$8,544.18		
529	701620	1.0	CALIFORNIA CAD SOLUTIONS	455-Outside Services Sales Tax	28-Dec-04	1.11	Currency	\$1.11	SCAN, PLACE & RUBBER SHEET 10 AERIAL PHOTOS	0000-Balance Sheet
530	701620	1.0	MARTINO GRAPHIC DESIGN	455-Outside Services Sales Tax	08-Jun-04	131.27	Currency	\$131.27	PO 44563 / WTP NEWSLETTER	0000-Balance Sheet
531				Total Outside Services Sales Tax				\$132.38		
532			Total Outside Services					\$845,089.31		
533									Lines 534-538 Scottsdale Wtr Campus; Mesa CAP	
534	701620	1.1	AMERICAN EXPRESS	501-Transportation-Commercial	26-Feb-04	292.3	Currency	\$292.30	G. DIAS / ACCT #3782-911358-11007 / FEB 04 BILLING	0000-Balance Sheet
535	701620	1.1	AMERICAN EXPRESS	501-Transportation-Commercial	26-Feb-04	20	Currency	\$20.00	SERVICE FEE / ACCT #3782-911358-11007 / FEB 04 BILLING	0000-Balance Sheet
536	701620	1.1	AMERICAN EXPRESS	501-Transportation-Commercial	26-Feb-04	40	Currency	\$40.00	SERVICE FEE / ACCT #3782-911358-11007 / FEB 04 BILLING	0000-Balance Sheet
537	701620	1.1	AMERICAN EXPRESS	501-Transportation-Commercial	26-Feb-04	255.3	Currency	\$255.30	P. RYAN / ACCT #3782-911358-11007 / FEB 04	0000-Balance Sheet
538	701620	1.1	AMERICAN EXPRESS	501-Transportation-Commercial	26-Feb-04	255.3	Currency	\$255.30	W. WARD / ACCT #3782-911358-11007 / FEB 04	0000-Balance Sheet
									Lines 539-545 OCWD WWTP - Submerged	
539	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Jun-04	209.7	Currency	\$209.70	W. WARD / ACCT #3782-911358-11007 / MAY 04	0000-Balance Sheet
540	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Jun-04	209.7	Currency	\$209.70	G. DIAS / ACCT #3782-911358-11007 / MAY 04	0000-Balance Sheet
541	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Jun-04	209.7	Currency	\$209.70	P. RYAN / ACCT #3782-911358-11007 / MAY 04	0000-Balance Sheet
542	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Jun-04	-209.7	Currency	-\$209.70	P. RYAN / ACCT #3782-911358-11007 / MAY 04	0000-Balance Sheet
543	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Jun-04	209.7	Currency	\$209.70	K. EDWARDS / ACCT #3782-911358-11007 / MAY 04 BILLING	0000-Balance Sheet
544	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Jun-04	209.7	Currency	\$209.70	C. HIDAHL / ACCT #3782-911358-11007 / MAY 04	0000-Balance Sheet
545	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Jun-04	100	Currency	\$100.00	W. WARD / ACCT #3782-911358-11007 / MAY 04	0000-Balance Sheet
546	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Mar-05	138.39	Currency	\$138.39	P. RYAN / ACCT #3782-911358-11007 / FEB 05 BILLING	0000-Balance Sheet
547	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Mar-05	20	Currency	\$20.00	SERVICE CHARGE / ACCT #3782-911358-11007 / FEB 05 BILLING	0000-Balance Sheet
	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Mar-05	215.39	Currency	\$215.39	P. RYAN / ACCT #3782-911358-11007 / FEB 05 BILLING	
	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Mar-05	60	Currency	\$60.00	3 SERVICE CHARGES	
	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Mar-05	215.39	Currency	\$215.39	K. EDWARDS / ACCT #3782-911358-11007 / FEB 05	
	701620	1.0	AMERICAN EXPRESS	501-Transportation-Commercial	01-Mar-05	215.39	Currency	\$215.39	J. MILLER / ACCT #3782-911358-11007 / FEB 05	
548										
549			Total Transportation Costs					\$2,666.26		
550										
551	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	11-Jan-02	58.81	Currency	\$58.81	THE FRUIT YARD 09-JAN-02- ENGR SEL PROCESS	5220-Accounting/Budgeting
552	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	17-Jan-02	19.88	Currency	\$19.88	THE FRUIT YARD 15-JAN-02 - ENGR SEL PROCESS	5220-Accounting/Budgeting
553	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	12-May-03	34.94	Currency	\$34.94	THE FRUIT YARD 08-MAY-03 - CEQA RFP	8420-Civil Engineering
554	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	09-Jun-03	29.39	Currency	\$29.39	PICCADILLY DELI & SAND 06-JUN-03 - EIR	8420-Civil Engineering
555	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	24-Nov-03	63.27	Currency	\$63.27	SMART & FINAL CO. SCL 21-NOV-03	8010-AGM-Water Operations
556	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	29-Jan-04	35.94	Currency	\$35.94	PICCADILLY DELI 27-JAN-04	8220-Modesto Dom Water
557	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	04-Feb-04	72.73	Currency	\$72.73	PICCADILLY DELI 02-FEB-04 EROOM TRAINING	8220-Modesto Dom Water
									Lines 558-561 PHOENIX FIELD TRIP	
558	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	27-Feb-04	36	Currency	\$36.00	FIVE STAR PARK00100107 25-FEB-04	8220-Modesto Dom Water
559	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	27-Feb-04	98.6	Currency	\$98.60	AMERISUITES TEMPE 25-FEB-04	8220-Modesto Dom Water
560	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	27-Feb-04	98.6	Currency	\$98.60	AMERISUITES TEMPE 25-FEB-04	8220-Modesto Dom Water
561	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	27-Feb-04	98.6	Currency	\$98.60	AMERISUITES TEMPE 25-FEB-04	8220-Modesto Dom Water
562	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	01-Oct-04	104.47	Currency	\$104.47	PICCADILLY DELI 29-SEP-04	8220-Modesto Dom Water
563	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	20-Oct-04	45.38	Currency	\$45.38	PICCADILLY DELI 18-OCT-04	8220-Modesto Dom Water
564	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	16-Dec-04	23.01	Currency	\$23.01	SMART & FINAL CO. SCL 14-DEC-04	8220-Modesto Dom Water
									Lines 565-570 SALT LAKE CITY FIELD TRIP	
565	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	21-Feb-05	91.19	Currency	\$91.19	LITTLE AMERICA SLC LOD 19-FEB-05	8220-Modesto Dom Water
566	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	21-Feb-05	19.46	Currency	\$19.46	HMSHOST-SMF-AIR #01 17-FEB-05	8220-Modesto Dom Water
567	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	21-Feb-05	24	Currency	\$24.00	SACRAMENTO CNTY ARPR 18-FEB-05	8220-Modesto Dom Water
568	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	21-Feb-05	10.76	Currency	\$10.76	LITTLE AMERICA SLC LOD 19-FEB-05	8220-Modesto Dom Water
569	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	21-Feb-05	20.27	Currency	\$20.27	SQUATTERS AIRPORT PUB 18-FEB-05	8220-Modesto Dom Water
570	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	21-Feb-05	182.38	Currency	\$182.38	LITTLE AMERICA SLC LOD 19-FEB-05	8220-Modesto Dom Water
571	701620	1.1	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	28-Feb-05	67.74	Currency	\$67.74	HOUSE OF BEEF 24-FEB-05 SO CTY WTP TOUR	8220-Modesto Dom Water
									MEMBRANE CONFERENCE-PAT RYAN	
572	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	02-Mar-05	211.81	Currency	\$211.81	WYNDHAM HOTELS PHOENIX 01-MAR-05	8220-Modesto Dom Water
573	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	11-Mar-05	11.53	Currency	\$11.53	HRC-PHOENIX 10011435 09-MAR-05	8220-Modesto Dom Water
574	701620	1.0	BANK ONE, NA	503-Meals/Lodg/ParK/RentCar	11-Mar-05	468.53	Currency	\$468.53	WYNDHAM HOTELS PHOENIX 09-MAR-05	8220-Modesto Dom Water
				Total Bank One Meals/Lodg/ParK/RentCar				\$1,927.09		
575	701620	1.0	DIAS, GREGORY PAUL (GREG)	503-Meals/Lodg/ParK/RentCar	16-Dec-04	20	Currency	\$20.00	EXPENSES - PBLIC MTG PHASE TWO EXPANSION PROJECT PUBLIC MTG	0000-Balance Sheet
				Total Greg Dias Meals/Lodg/ParK/RentCar				\$20.00		
									CASH AND CARRY / PURCHASES- W.E. 6/20/03 - REIMBURSE THE PETTY CASH ACCT FOR MONEY ISSUED	
576	701620	1.0	JAKE SONKE, CONTROLLER	503-Meals/Lodg/ParK/RentCar	20-Jun-03	7.55	Currency	\$7.55		0000-Balance Sheet
577	701620	1.0	JAKE SONKE, CONTROLLER	503-Meals/Lodg/ParK/RentCar	27-Jun-03	33.12	Currency	\$33.12	CASH AND CARRY	0000-Balance Sheet

Line No.	Project	Task	Employee/Supplier	Expnd Type	Item Date	Quantity	UOM	Burdened Cost	Comment	Expnd Org
578	701620	1.0	JAKE SONKE, CONTROLLER	503-Meals/Lodg/Park/RentCar	22-Jul-03	11.2	Currency	\$11.20	OLDE TYME PASTRY / PURCHASES THRU 7/21/03 - REIMBURSE THE PETTY CASH ACCT	0000-Balance Sheet
579	701620	1.0	JAKE SONKE, CONTROLLER	503-Meals/Lodg/Park/RentCar	11-Mar-04	11	Currency	\$11.00	CITY OF SACRAMENTO -PARKING / PURCHASES W.E. 3/10/04 - MEETING WITH SWRCB	0000-Balance Sheet
580	701620	1.0	JAKE SONKE, CONTROLLER	503-Meals/Lodg/Park/RentCar	28-Sep-04	7.8	Currency	\$7.80	CASH & CARRY / PURCHASES - W.E. 9/27/04 / REIMBURSE THE PETTY CASH FOR FUNDS ISSUED	0000-Balance Sheet
581	701620	1.0	JAKE SONKE, CONTROLLER	503-Meals/Lodg/Park/RentCar	19-Oct-04	6.49	Currency	\$6.49	CASH & CARRY / PURCHASES / W.E. 10/19/04 / REIMBURSE THE PETTY CASH FOR FUNDS ISSUED	0000-Balance Sheet
582	701620	1.0	JAKE SONKE, CONTROLLER	503-Meals/Lodg/Park/RentCar	17-Dec-04	14.97	Currency	\$14.97	SAVEMART / PURCHASES W.E. 12/16/04 / REPLENISH THE PETTY CASH ACCT FOR FUNDS	0000-Balance Sheet
				Total Petty Cash Meals/Lodg/Park/RentCar				\$92.13		
583	701620	1.0	RYAN, PATRICK J (PAT)	503-Meals/Lodg/Park/RentCar	18-Mar-05	49.5	Currency	\$49.50	REIMB EXP / MEMBRANE TECH CONF IN PHOENIX, AZ 3/9/05	0000-Balance Sheet
				Total Pat Ryan Meals/Lodg/Park/RentCar				\$49.50		
584	701620	1.0	WARD, WALTER PAUL (WALT)	503-Meals/Lodg/Park/RentCar	28-Feb-04	60	Currency	\$60.00	MRWTP PHASE II PROJECT LUNCH MTG / FEB 18,	0000-Balance Sheet
585	701620	1.0	WARD, WALTER PAUL (WALT)	503-Meals/Lodg/Park/RentCar	09-Mar-04	75	Currency	\$75.00	3/2/04 SWRCB MTG	0000-Balance Sheet
586	701620	1.0	WARD, WALTER PAUL (WALT)	503-Meals/Lodg/Park/RentCar	12-May-04	52	Currency	\$52.00	LUNCH STRATEGY MTG 5/3/04	0000-Balance Sheet
587	701620	1.0	WARD, WALTER PAUL (WALT)	503-Meals/Lodg/Park/RentCar	19-May-04	110	Currency	\$110.00	OC WTP TOUR W/BLACK & VEATCH & US FILTER, EXPENSES - PBLIC MTG PHASE TWO EXPANSION PROJECT MTG	0000-Balance Sheet
588	701620	1.0	WARD, WALTER PAUL (WALT)	503-Meals/Lodg/Park/RentCar	17-Dec-04	90	Currency	\$90.00		0000-Balance Sheet
589				Total Walter Ward Meals/Lodg/Park/RentCar				\$387.00		
590				Total Meals/Lodge/Park/RentalCars				\$2,475.72		
591										
592	701620	1.1	BANK ONE, NA	504-Seminars/Training/Meetings	02-Feb-05	675	Currency	\$675.00	AMERICAN WATER WORKS 27-JAN-05 (MEMBRANE CONF.)	8220-Modesto Dom Water
593										
594	701620	1.1	BANK ONE, NA	504-Seminars/Training/Meetings	17-Feb-05	200	Currency	\$200.00	AMER WATER WORKS LB 15-FEB-05 (MEMBRANE	8220-Modesto Dom Water
595										
596				Total Seminars/Training/Meetings				\$875.00		
597										
598	701620	1.1	EL SOL	601-Advertising	01-Feb-04	172.5	Currency	\$172.50	PO 44568 / JAN 03 BILLING	0000-Balance Sheet
599	701620	1.0	EL SOL	601-Advertising	01-Mar-04	172.5	Currency	\$172.50	PO 44568 / FEB 04 ADS	0000-Balance Sheet
600	701620	1.0	EL SOL	601-Advertising	01-Dec-04	205.6	Currency	\$205.60	PO 44568 / ACCT 900000005	0000-Balance Sheet
601	701620	1.0	EL SOL	601-Advertising	26-Dec-04	179.9	Currency	\$179.90	PO 44568	0000-Balance Sheet
602	701620	1.0	MODESTO BEE	601-Advertising	01-Feb-04	1726.73	Currency	\$1,726.73	ADVERTISING 1/31 & 2/1/04 / WATER FACILITIES	0000-Balance Sheet
603	701620	1.0	MODESTO BEE	601-Advertising	01-Mar-04	1547.04	Currency	\$1,547.04	ACCT 40061705 / VARIOUS ADS 2/2/04-2/29/04	0000-Balance Sheet
604	701620	1.0	MODESTO BEE	601-Advertising	28-Nov-04	1843.2	Currency	\$1,843.20	PO 44564 / 11/7-11/21/04 NOA-WATER	0000-Balance Sheet
605	701620	1.0	MODESTO BEE	601-Advertising	26-Dec-04	2281.38	Currency	\$2,281.38	PO 44564 / ACCT 40061705 / 11/29/04-12/28/04	0000-Balance Sheet
606	701620	1.0	STANISLAUS FARM NEWS	601-Advertising	01-Feb-04	50	Currency	\$50.00	PO 44558 / DISPLAY ADS	0000-Balance Sheet
607	701620	1.0	STANISLAUS FARM NEWS	601-Advertising	01-Mar-04	50	Currency	\$50.00	PO 44558 / FEB 04 / WATER FAC PHASE 2	0000-Balance Sheet
608	701620	1.0	WATERFORD NEWS	601-Advertising	09-Feb-04	179.25	Currency	\$179.25	AD 2/3/04 / WATER FACILITIES EXPANSION	0000-Balance Sheet
609	701620	1.1	WATERFORD NEWS	601-Advertising	10-Dec-04	358.5	Currency	\$358.50	PO 44557 / W/E 12/10/04 ADS	0000-Balance Sheet
610	701620	1.0	WATERFORD NEWS	601-Advertising	17-Dec-04	358.5	Currency	\$358.50	PO 44557 / W.E. 12/15/04 BILLING / PUBLIC MTGS	0000-Balance Sheet
611										
612				Total Advertising				\$9,125.10		
613										
614	701620	1.0	STATE WATER RESOURCES CONTROL BOARD	612-Permits	31-Dec-03	900	Currency	\$900.00	ADDT'L FILING FEE FOR LONG TERM WATER TRANSFER TO THE CITY OF MODESTO / RECENT ADOPTED FEE SCHEDULE WAS CHANGED	0000-Balance Sheet
615	701620	1.0	JAKE SONKE, CONTROLLER	621-Publications/Subscriptions	15-Jun-04	10.73	Currency	\$10.73	PURCHASES W.E. 6/14/04 / REIMBURSE THE PETTY CASH FOR FUNDS ISSUED-Videos City Council	0000-Balance Sheet
				Total Misc. Expenses				\$910.73		

Labor	\$420,980.58	32.5%
Consultants/Outside Services	\$845,089.31	65.2%
Meals/Lodging/Parking/RentCar	\$2,475.72	0.2%
Transportation	\$2,666.26	0.2%
Materials, Postage, Parts, Supplies	\$13,338.60	1.0%
Seminars/Training/Meetings	\$875.00	0.1%
Advertising	\$9,125.10	0.7%
Misc. Expenses	\$910.73	0.1%

check sum \$1,295,461.30 100.0%
OK

\$450,371.99

PHASE TWO DOMESTIC WATER EXPANSION PROJECT-COSTS FRONTED BY MID
EXPENDITURES- MAY 29, 2005 THROUGH OCTOBER 1, 2005

Project	Task	Expnd Type	Item Date	Employee/Supplier	Quantity	UOM	Project Burdened	Comment	Expnd Org
Total From 6-1-05 Report (Expenditures through May 28 2005)							\$1,295,461.30		
701620	01.0		1 11-Jun-05	DIAS, GREGORY PAUL (GREG)	46	Hours	\$4,511.17		8420-Civil Engineering
701620	01.0		1 25-Jun-05	DIAS, GREGORY PAUL (GREG)	50	Hours	\$4,903.44		8420-Civil Engineering
701620	01.0		1 9-Jul-05	DIAS, GREGORY PAUL (GREG)	51	Hours	\$5,001.51		8420-Civil Engineering
701620	01.0		1 23-Jul-05	DIAS, GREGORY PAUL (GREG)	34	Hours	\$3,334.34		8420-Civil Engineering
701620	01.0		1 6-Aug-05	DIAS, GREGORY PAUL (GREG)	36	Hours	\$3,530.48		8420-Civil Engineering
701620	01.0		1 20-Aug-05	DIAS, GREGORY PAUL (GREG)	24	Hours	\$2,353.65		8420-Civil Engineering
701620	01.0		1 3-Sep-05	DIAS, GREGORY PAUL (GREG)	58	Hours	\$5,688.00		8420-Civil Engineering
				Total Greg Dias Labor			\$29,322.59		
701620	01.1		1 20-Aug-05	DURRER, CHARLES L (CHUCK)	20	Hours	\$912.12		8220-Modesto Dom Water
				Total Charles Durrer Labor			\$912.12		
701620	01.1		1 9-Jul-05	EDWARDS, KENNETH W (KEN)	15	Hours	\$1,366.11		8220-Modesto Dom Water
701620	01.1		1 23-Jul-05	EDWARDS, KENNETH W (KEN)	10	Hours	\$910.74		8220-Modesto Dom Water
701620	01.1		1 6-Aug-05	EDWARDS, KENNETH W (KEN)	25	Hours	\$2,276.85		8220-Modesto Dom Water
701620	01.1		1 20-Aug-05	EDWARDS, KENNETH W (KEN)	20	Hours	\$1,621.48		8220-Modesto Dom Water
				Total Ken Edwards Labor			\$6,375.18		
701620	01.1		1 23-Jul-05	EICHMAN, MARK A (MARK)	8	Hours	\$412.90		8220-Modesto Dom Water
701620	01.1		1 6-Aug-05	EICHMAN, MARK A (MARK)	20	Hours	\$1,032.26		8220-Modesto Dom Water
701620	01.1		1 20-Aug-05	EICHMAN, MARK A (MARK)	25	Hours	\$1,290.33		8220-Modesto Dom Water
701620	01.1		1 3-Sep-05	EICHMAN, MARK A (MARK)	8	Hours	\$412.90		8220-Modesto Dom Water
				Total Mark Eichman Labor			\$3,148.39		
701620	01.1		1 11-Jun-05	HIDAHL, CLAUDIA LOUISE (CLAUDIA)	3	Hours	\$235.58		8220-Modesto Dom Water
701620	01.1		1 25-Jun-05	HIDAHL, CLAUDIA LOUISE (CLAUDIA)	8	Hours	\$628.21		8220-Modesto Dom Water
701620	01.1		1 9-Jul-05	HIDAHL, CLAUDIA LOUISE (CLAUDIA)	8	Hours	\$628.21		8220-Modesto Dom Water
701620	01.1		1 23-Jul-05	HIDAHL, CLAUDIA LOUISE (CLAUDIA)	5	Hours	\$392.63		8220-Modesto Dom Water
701620	01.1		1 6-Aug-05	HIDAHL, CLAUDIA LOUISE (CLAUDIA)	12	Hours	\$942.31		8220-Modesto Dom Water
701620	01.1		1 20-Aug-05	HIDAHL, CLAUDIA LOUISE (CLAUDIA)	25	Hours	\$2,062.45		8220-Modesto Dom Water
701620	01.1		1 3-Sep-05	HIDAHL, CLAUDIA LOUISE (CLAUDIA)	28	Hours	\$2,309.94		8220-Modesto Dom Water
				Total Claudia Hidahl Labor			\$7,199.33		
701620	01.0		1 11-Jun-05	KETSCHER, WILLIAM M (BILL)	4	Hours	\$454.95		8420-Civil Engineering
701620	01.0		1 25-Jun-05	KETSCHER, WILLIAM M (BILL)	8	Hours	\$909.91		8420-Civil Engineering
701620	01.0		1 9-Jul-05	KETSCHER, WILLIAM M (BILL)	10	Hours	\$1,137.39		8420-Civil Engineering
701620	01.0		1 23-Jul-05	KETSCHER, WILLIAM M (BILL)	10	Hours	\$1,137.39		8420-Civil Engineering
701620	01.0		1 6-Aug-05	KETSCHER, WILLIAM M (BILL)	12	Hours	\$1,364.86		8420-Civil Engineering
701620	01.0		1 20-Aug-05	KETSCHER, WILLIAM M (BILL)	8	Hours	\$909.91		8420-Civil Engineering
701620	01.0		1 3-Sep-05	KETSCHER, WILLIAM M (BILL)	6	Hours	\$682.43		8420-Civil Engineering
				Total Bill Ketscher Labor			\$6,596.84		
701620	01.1		1 9-Jul-05	MASON, JOSEPH EDWARD (JOE)	4	Hours	\$206.45		8220-Modesto Dom Water
701620	01.0		1 23-Jul-05	MASON, JOSEPH EDWARD (JOE)	2	Hours	\$103.23		8220-Modesto Dom Water
701620	01.1		1 6-Aug-05	MASON, JOSEPH EDWARD (JOE)	8	Hours	\$412.90		8220-Modesto Dom Water
701620	01.1		1 20-Aug-05	MASON, JOSEPH EDWARD (JOE)	20	Hours	\$1,032.26		8220-Modesto Dom Water
				Total Joe Mason Labor			\$1,754.84		
701620	01.0		1 6-Aug-05	MAZARIEGOS, LEISSER PATRICIA (LEISSE)	42	Hours	\$1,424.14		8420-Civil Engineering
				Total Leisser Mazariegos Labor			\$1,424.14		
701620	01.1		1 9-Jul-05	MILLER, JEFFERY LEE (JEFF)	50	Hours	\$3,556.80		8220-Modesto Dom Water
701620	01.1		1 9-Jul-05	MILLER, JEFFERY LEE (JEFF)	-50	Hours	-\$3,556.80		8220-Modesto Dom Water
701620	01.1		1 9-Jul-05	MILLER, JEFFERY LEE (JEFF)	42	Hours	\$2,987.71		8220-Modesto Dom Water
701620	01.1 P12		1 9-Jul-05	MILLER, JEFFERY LEE (JEFF)	0	Hours	\$106.70		8220-Modesto Dom Water
701620	01.1		12 9-Jul-05	MILLER, JEFFERY LEE (JEFF)	3	Hours	\$213.41		8220-Modesto Dom Water
701620	01.1		1 23-Jul-05	MILLER, JEFFERY LEE (JEFF)	30	Hours	\$2,134.08		8220-Modesto Dom Water
701620	01.1		1 20-Aug-05	MILLER, JEFFERY LEE (JEFF)	16	Hours	\$1,138.18		8220-Modesto Dom Water
				Total Jeff Miller Labor			\$6,580.08		
701620	01.0		1 6-Aug-05	RATTO, VALERIE I (VALERIE)	1	Hours	\$33.91		8420-Civil Engineering
				Total Valerie Ratto Labor			\$33.91		

701620	01.0	1	11-Jun-05	RYAN, PATRICK J (PAT)	8 Hours	\$844.94		8220-Modesto Dom Water
701620	01.0	1	25-Jun-05	RYAN, PATRICK J (PAT)	19 Hours	\$2,006.73		8220-Modesto Dom Water
701620	01.0	1	23-Jul-05	RYAN, PATRICK J (PAT)	17 Hours	\$1,795.49		8220-Modesto Dom Water
701620	01.0	1	6-Aug-05	RYAN, PATRICK J (PAT)	15 Hours	\$1,584.26		8220-Modesto Dom Water
701620	01.0	1	20-Aug-05	RYAN, PATRICK J (PAT)	15 Hours	\$1,584.26		8220-Modesto Dom Water
701620	01.0	1	3-Sep-05	RYAN, PATRICK J (PAT)	53 Hours	\$5,597.71		8220-Modesto Dom Water
				Total Pat Ryan Labor		\$13,413.39		
701620	01.0	1	11-Jun-05	WARD, WALTER PAUL (WALT)	2.5 Hours	\$314.68		8010-AGM-Water Operations
701620	01.0	1	25-Jun-05	WARD, WALTER PAUL (WALT)	6 Hours	\$755.23		8010-AGM-Water Operations
701620	01.0	1	23-Jul-05	WARD, WALTER PAUL (WALT)	2 Hours	\$251.74		8010-AGM-Water Operations
701620	01.0	1	6-Aug-05	WARD, WALTER PAUL (WALT)	4 Hours	\$503.48		8010-AGM-Water Operations
701620	01.0	1	20-Aug-05	WARD, WALTER PAUL (WALT)	8 Hours	\$1,006.97		8010-AGM-Water Operations
701620	01.0	1	3-Sep-05	WARD, WALTER PAUL (WALT)	8 Hours	\$1,006.97		8010-AGM-Water Operations
				Total Walter Ward Labor		\$3,839.07		
				Total Labor		\$80,599.88		
701620	01.1	201-Materials	7-Jul-05	CENTER STATE PIPE & SUPPLY	59.99 Currency	\$59.99	PO 44100	0000-Balance Sheet
701620	01.1	255-Material Sales Tax	7-Jul-05	CENTER STATE PIPE & SUPPLY	4.42 Currency	\$4.42	PO 44100	0000-Balance Sheet
				Total Center State Pipe & Supply Materials		\$64.41		
701620	01.1	201-Materials	1-Jul-05	DELTA RUBBER	835.61 Currency	\$835.61	PO 42750	0000-Balance Sheet
701620	01.1	201-Materials	8-Jul-05	DELTA RUBBER	111.84 Currency	\$111.84	PO 42750	0000-Balance Sheet
701620	01.1	201-Materials	1-Sep-05	DELTA RUBBER	285.94 Currency	\$285.94	PO 42750	0000-Balance Sheet
701620	01.1	255-Material Sales Tax	1-Jul-05	DELTA RUBBER	61.67 Currency	\$61.67	PO 42750	0000-Balance Sheet
701620	01.1	255-Material Sales Tax	8-Jul-05	DELTA RUBBER	8.25 Currency	\$8.25	PO 42750	0000-Balance Sheet
701620	01.1	255-Material Sales Tax	1-Sep-05	DELTA RUBBER	21.1 Currency	\$21.10	PO 42750	0000-Balance Sheet
				Total Delta Rubber Materials		\$1,324.41		
701620	01.1	201-Materials	10-Aug-05	WATERFORD FARM SUPPLY	15.76 Currency	\$15.76	PO 43010	0000-Balance Sheet
701620	01.1	255-Material Sales Tax	10-Aug-05	WATERFORD FARM SUPPLY	1.16 Currency	\$1.16	PO 43010	0000-Balance Sheet
				Total Waterford Farm Supply Materials		\$16.92		
701620	01.1	207-Freight	4-Jul-05	BANK ONE, NA	62.66 Currency	\$62.66	FEDEX FREIGHT WEST INC 30-JUN-05	8220-Modesto Dom Water
				Total Bank One Freight		\$62.66		
701620	01.1	214-Repair Parts	29-Jun-05	BANK ONE, NA	264.89 Currency	\$264.89	MCMaster-CARR 27-JUN-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	29-Jun-05	BANK ONE, NA	388.38 Currency	\$388.38	MCMaster-CARR 27-JUN-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	30-Jun-05	BANK ONE, NA	416.61 Currency	\$416.61	MCMaster-CARR 28-JUN-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	1-Jul-05	BANK ONE, NA	43.8 Currency	\$43.80	MCMaster-CARR 29-JUN-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	1-Jul-05	BANK ONE, NA	52.06 Currency	\$52.06	MCMaster-CARR 29-JUN-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	1-Jul-05	BANK ONE, NA	483.51 Currency	\$483.51	MCMaster-CARR 29-JUN-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	7-Jul-05	BANK ONE, NA	244.55 Currency	\$244.55	MCMaster-CARR 05-JUL-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	18-Jul-05	BANK ONE, NA	100.38 Currency	\$100.38	MCMaster-CARR 13-JUL-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	18-Jul-05	BANK ONE, NA	114.57 Currency	\$114.57	MCMaster-CARR 14-JUL-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	18-Jul-05	BANK ONE, NA	1336.96 Currency	\$1,336.96	MCMaster-CARR 13-JUL-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	28-Jul-05	BANK ONE, NA	74.53 Currency	\$74.53	MCMaster-CARR 26-JUL-05	8220-Modesto Dom Water
701620	01.1	214-Repair Parts	29-Jul-05	BANK ONE, NA	230.84 Currency	\$230.84	MCMaster-CARR 27-JUL-05	8220-Modesto Dom Water
				Total Bank One Repair Parts		\$3,751.08		
				Total Materials and Supplies		\$5,219.48		
701620	01.1	401-Consulting	1-Jun-05	BLACK & VEATCH	16841.86 Currency	\$16,841.86	CLIENT 65518 / PROF SVCS / MRWTP PHASE 2 EXP PROJ / 3/5/05-4/1/05	0000-Balance Sheet
701620	01.1	401-Consulting	22-Jun-05	BLACK & VEATCH	34983.76 Currency	\$34,983.76	CLIENT 65518 / PROF SVCS / MRWTP PHASE 2 EXP PROJ / 4/2/05-6/3/05	0000-Balance Sheet
701620	01.1	401-Consulting	15-Jul-05	BLACK & VEATCH	18137.81 Currency	\$18,137.81	CLIENT 65518 / PROF SVCS / MRWTP PHASE 2 EXP PROJ / 6/4/05-6/30/05	0000-Balance Sheet
701620	01.1	401-Consulting	1-Sep-05	BLACK & VEATCH	47247.97 Currency	\$47,247.97	PROFESSIONAL SERVICES - JUL 05 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
				Total Black & Veatch Consulting		\$117,211.40		
701620	01.1	401-Consulting	6-Jun-05	JONES & STOKES ASSOCIATES	2100.15 Currency	\$2,100.15	PROFESSIONAL SERVICES / MAY 05 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
701620	01.1	401-Consulting	7-Jul-05	JONES & STOKES ASSOCIATES	7475.79 Currency	\$7,475.79	PROJ 03564.03 / PROF SVCS - 5/23/05-6/26/05 / MRWTP PHASE 2 EXPANSION PROJECT SEIR	0000-Balance Sheet
701620	01.1	401-Consulting	1-Aug-05	JONES & STOKES ASSOCIATES	4260.25 Currency	\$4,260.25	PROFESSIONAL SERVICES - MRWTP PHASE TWO EXPANSION PROJECT SEIR / JUL 05 BILLING	0000-Balance Sheet
701620	01.1	401-Consulting	1-Sep-05	JONES & STOKES ASSOCIATES	786.1 Currency	\$786.10	PROFESSIONAL SERVICES - JUL 05 BILLING / MRWTP PHASE TWO EXPANSION PROJECT SEIR	0000-Balance Sheet
				Total Jones & Stokes Consulting		\$14,622.29		

701620	01.1 425-Other Outside Services	30-May-05 BSK ANALYTICAL LABORATORIES	1350 Currency	\$1,350.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	2-Jun-05 BSK ANALYTICAL LABORATORIES	185 Currency	\$185.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	8-Jun-05 BSK ANALYTICAL LABORATORIES	240 Currency	\$240.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	15-Jun-05 BSK ANALYTICAL LABORATORIES	2025 Currency	\$2,025.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	17-Jun-05 BSK ANALYTICAL LABORATORIES	365 Currency	\$365.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	21-Jun-05 BSK ANALYTICAL LABORATORIES	495 Currency	\$495.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	21-Jun-05 BSK ANALYTICAL LABORATORIES	150 Currency	\$150.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	21-Jun-05 BSK ANALYTICAL LABORATORIES	185 Currency	\$185.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	23-Jun-05 BSK ANALYTICAL LABORATORIES	150 Currency	\$150.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	30-Jun-05 BSK ANALYTICAL LABORATORIES	150 Currency	\$150.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	13-Jul-05 BSK ANALYTICAL LABORATORIES	150 Currency	\$150.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	8-Aug-05 BSK ANALYTICAL LABORATORIES	30 Currency	\$30.00 PO 41760	0000-Balance Sheet
701620	01.1 425-Other Outside Services	8-Aug-05 BSK ANALYTICAL LABORATORIES	375 Currency	\$375.00 PO 41760	0000-Balance Sheet
Total BSK Analytical Lab Outside Services				\$5,850.00	

Total Consulting & Outside Services

\$137,683.69

701620	01.1 503-Meals/Lodg/Park/RentCar	1-Aug-05 BANK ONE, NA	66.67 Currency	\$66.67 DOUBLETREE MODESTO F & 28-JUL-05	8220-Modesto Dom Water
701620	01.0 503-Meals/Lodg/Park/RentCar	24-Jun-05 EDWARDS, KENNETH W (KEN)	43.56 Currency	\$43.56 EXP REIMB / AWWA IN SF ON 6/15/05	0000-Balance Sheet
701620	01.0 503-Meals/Lodg/Park/RentCar	24-Jun-05 EICHMAN, MARK A (MARK)	26.12 Currency	\$26.12 EXP REIMB / AWWA IN SF ON 6/14/05	0000-Balance Sheet
				PURCHASES W.E. 9/6/05 / REIMBURSE PETTY CASH	
701620	01.0 503-Meals/Lodg/Park/RentCar	6-Sep-05 JAKE SONKE, CONTROLLER	4 Currency	\$4.00 FOR FUNDS ISSUED	0000-Balance Sheet
				MRWTP PHASE TWO EXPANSION PROJECT	
				MEMBRANE PRE-SELECTION REVIEW TEAM	
701620	01.1 503-Meals/Lodg/Park/RentCar	26-Jul-05 WARD, WALTER PAUL (WALT)	85 Currency	\$85.00 LUNCHOEN / MODESTO , CA / JUL 25, 2005	0000-Balance Sheet
Total Meals/Lodg/Park/RentCar				\$225.35	
701620	01.0 601-Advertising	31-Jul-05 MODESTO BEE	146.55 Currency	\$146.55 PO 44564 / ACCT #10133800 / JUL 05 BILLING	0000-Balance Sheet
Total Advertising				\$146.55	
701620	01.0 642-Trash Removal/Dumping Fees	31-Aug-05 GILTON RESOURCE RECOVERY	30 Currency	\$30.00 ACCT #00000386-00 / AUG 05 BILLING / PO 44573	0000-Balance Sheet
Total Misc. Expenses				\$30.00	

Task 01 Totals

Labor	\$501,580.46	33.0%
Consultants/Outside Services	\$962,773.00	64.7%
Meals/Lodging/Parking/RentCar	\$2,701.07	0.2%
Transportation	\$2,666.26	0.2%
Materials, Postage, Parts, Supplies	\$18,558.08	1.2%
Seminars/Training/Meetings	\$875.00	0.1%
Advertising	\$9,271.65	0.6%
Misc. Expenses	\$940.73	0.1%

Check sum for this report	\$223,904.95	
Total from June 1 2005 report	\$1,295,461.30	
Total for All 01 Task Charges	\$1,519,366.25	100.0%

Meeting October 11, 2005
Date:
Item No.: 112097
Tab No.:

Subject: Amended and Restated Treatment and Delivery Agreement between the Modesto Irrigation District (MID) and the City of Modesto (City) pertaining to the Modesto Regional Water Treatment Plant (MRWTP).

Recommended Action:

By resolution, the Modesto Irrigation District Board of Directors authorizes the General Manager to execute the Amended and Restated Treatment and Delivery Agreement between the Modesto Irrigation District and the City of Modesto pertaining to the Modesto Regional Water Treatment Plant (MRWTP) and direct staff to initiate the final design process related to the Phase Two expansion of the MRWTP.

Background and Discussion:

In the early 1990's the City of Modesto, Modesto Irrigation District, and the former Del Este Water Company collaborated together for the purpose of utilizing MID's surface water rights for domestic drinking water purposes. The Modesto Regional Water Treatment Plant (MRWTP) was the result of this effort. The MRWTP consists of a 30 million gallon per day regional water treatment plant, and storage and delivery facilities, which were completed in 1995. At the direction of the MRWTP Policy Committee, the MID Board and the City Council, planning and engineering design studies are underway for the project to expand the capacity of the MRWTP to treat up to 67,200 acre-feet per year.

Work on the expansion project to date has been accomplished under an advance funding and reimbursement agreement between the City and MID. MID has initially funded the entire cost of the CEQA work and preliminary engineering. MID will recover these funds once the project financing is completed.

At this time, the Subsequent Environmental Impact Report (SEIR) has been completed. Both MID and the City certified the document on July 12, 2005. The MID and City will be considering to adopt findings and approve the project. In addition, MID has received approval from the State Water Resources Control Board to change the use of up to 67,200 acre-feet per year of water from agricultural to municipal and industrial purposes. It is now appropriate to consider the amended and restated Treatment and Delivery Agreement (TDA) for formal execution between MID and the City.

The original TDA was executed in 1992 and provided the terms and conditions under which the City would receive 30 MGD from the first phase of the project. Through extensive discussions between MID and the City, the original agreement has been amended and restated to include the Phase Two project which will change the amount of water the City receives not-to-exceed 67,200 acre-feet per year, or 60 mgd on an annual average daily basis.

The terms of the amended and restated TDA, for the most part, are the same as the original TDA but have been amended where appropriate to account for the additional 30 MGD.

Some of the key points of the amended and restated TDA:

- The City will continue to receive raw water at the same unit cost as MID agricultural users.
- The City will reimburse MID for all capital, operating and maintenance costs associated with treatment of the water.
- If necessary during a drought, the City and MID agricultural customer allocations will be reduced in equal proportions.
- MID agrees that its commitment to its agricultural customers and to the City shall be met before any subsequent water transfers for delivery of water outside the District's boundaries.
- The Policy Committee, which advises the MID Board and the City Council on matters related to the project, shall consist of two City Council members and two MID Board members.

The proposed amended and restated TDA is the product of extensive discussions and negotiations between MID and the City. Both staffs believe it represents a comprehensive, equitable document on which we can continue the partnership between the City and MID.

Alternatives/Pros and Cons of Each Alternative:

No Surface Water Treatment Plant Expansion

Under this scenario, the City of Modesto will have to rely exclusively on the use of ground water to meet all of its future needs in terms of both population growth and industrial use. This is not a sustainable option due to the resulting drawdown of the aquifer system. This drawdown would likely result in a significant reduction in ground water storage in the basin and possible water quality degradation. Under this alternative, as lands that were once irrigated by MID-supplied surface water become urbanized, such water supply could be lost if MID does not continue to provide water to these urbanized areas.

Water Plant Treatment Capacity Expansion

The opportunities offered by expanding the capacity of the surface water treatment plant and only using ground water to meet peaking purposes, provides the COM with the most economical, highest quality, and most reliable potable water supply. In addition, a well managed conjunctive use program further protects the ground water for times when it is most needed such as during extended drought periods when adequate surface water supplies are not fully available. The plant expansion further provides a high degree of reliability and certainty for civic leaders and planners regarding the ability to continue to meet the potable water needs of the urban community

Concurrence:

The MRWTP Policy Committee unanimously recommended that the MID Board of Directors and City Council execute the Amended and Restated Treatment and Delivery Agreement and has directed MID and City staff to make the necessary arrangements for approval by the MID Board of Directors and City of Modesto City Council. The MID and the City plan to take action on this matter on October 11, 2005.

Fiscal Impact:

The restated and amended TDA will supercede the advance funding agreement, which was last amended on July 12, 2005. Under the terms of the advance funding agreement the City is obligated to reimburse MID up to \$1,507,000 in consultant costs plus any other MID labor and expenses attributable to the project. As of June 1, 2005, MID labor and expenses for the project totaled \$450,372. Additional MID expenses occurring after June 1, 2005, will be identified and trued up at the time of project financing. The total cost of the construction of the MRWTP Phase Two Expansion was estimated at \$40 million in February 2004. A more current cost estimate is expected from the Project Engineer in November 2005. Under the terms of the TDA, these costs will be recovered through the project financing.

Recommendation:

By resolution, the Modesto Irrigation District Board of Directors authorizes the General Manager to execute the Amended and Restated Treatment and Delivery Agreement between the Modesto Irrigation District and the City of Modesto pertaining to the Modesto Regional Water Treatment Plant.

Attachments:

None

Presenter	Asst. General Manager	General Manager	Legal Review Obtained
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Walter P. Ward

Allen Short