

This meeting has been noticed according to the Brown Act rules. This agenda was posted on Wednesday, April 8, 2015.



**Administrative Committee Members:**  
Andrew Clarke  
Brenda Lewis, Chair  
David Pendergrass

**Alternate:**  
Kristi Markey

**Staff Contact:**  
Suresh Prasad

**AGENDA**  
**Administrative Committee**  
**Of the Monterey Peninsula Water Management District**

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**Monday, April 13, 2015 3:30 pm**

District Conference Room, 5 Harris Court, Building G, Monterey, CA

Director Brenda Lewis will participate by telephone from  
1759 Broadway Avenue, Seaside, CA 93955

**Call to Order**

**Oral Communications**

*Anyone wishing to address the committee on a matter not listed on the agenda may do so during oral communications. Public comment on any other matter listed on the agenda is appropriate at the time the item is being discussed by the committee.*

**Items on Board Agenda for April 20, 2015**

1. Approve Minutes of March 9, 2015 Committee Meeting
2. Consider Adoption of Resolution 2015-04 Amending Table XIV-1, Rebate Amounts
3. Consider Approval of Expenditure for Measure O Election Costs
4. Consider Extension of Deepwater Desal Cost Sharing Agreement
5. Consider Extension of Memorandum of Understanding Regarding Source Waters and Water Recycling
6. Consider Approval of Sales Agreement with Brant Family Trust re: Purchase of MPWMD Schulte South Well, APN 416-028-027
7. Authorize Utilization of District Credit for Pure Water Monterey Financing
8. Authorize First Supplement to Professional Services Agreement Dated January 17, 2013 Between District and Sidley Austin LLP Relating to Public Financing of a Portion of the Cal-Am Desal Project
9. Authorize First Supplement to Underwriting Services Agreement Relating to Public Financing of a Portion of the Cal-Am Desal Project
10. Authorize First Supplement to Federal Funding Strategy and Advocacy Services to Monterey Peninsula Water Management District for the Pure Water Monterey Program
11. Consider Adoption of Treasurer's Report for February 2015

12. Consider Approval of Expenditure for Field Data Collection Support for Pure Water Monterey Project

**Other Business**

13. Review Draft April 20, 2015 Board Meeting Agenda

Upon request, MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service by 5 PM on April 10, 2015. Requests should be sent to the Board Secretary, MPWMD, P.O. Box 85, Monterey, CA, 93942. You may also fax your request to the Administrative Services Division at 831-644-9560, or call 831-658-5600.

After staff reports have been distributed, if additional documents are produced by the District and provided to the Committee regarding any item on the agenda, they will be made available at, 5 Harris Court, Building G, Monterey, CA during normal business hours. In addition, such documents may be posted on the District website at <http://www.mpwmd.dst.ca.us/asd/board/committees/committees.htm>. Documents distributed at the meeting will be made available in the same manner.

2015 Administrative Committee Meeting Schedule		
Date	Day of Week	Time
May 11	Monday	3:30 PM
June 8	Monday	3:30 PM
July 13	Monday	3:30 PM
August 10	Monday	3:30 PM
September 14	Monday	3:30 PM
October 12	Monday	3:30 PM
November 9	Monday	3:30 PM
December 7	Monday	3:30 PM
January 19, 2016	Tuesday	3:30 PM
February 10, 2016	Wednesday	3:30 PM

**ADMINISTRATIVE COMMITTEE**

**1. ADOPT MINUTES OF MARCH 9, 2015 COMMITTEE MEETING**

**Meeting Date:** April 13, 2015

**From:** David J. Stoldt,  
General Manager

**Prepared By:** Sara Reyes

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**SUMMARY:** Draft minutes of the March 9, 2015 Administrative Committee meeting are attached as **Exhibit 1-A**.

**RECOMMENDATION:** The Committee should review the minutes and adopt them by motion.

**EXHIBIT**

**1-A** Draft Minutes of March 9, 2015 Committee Meeting



DRAFT MINUTES  
**Monterey Peninsula Water Management District  
Administrative Committee  
March 9, 2015**

**Call to Order**

The meeting was called to order at 3:33 PM in the District Conference Room.

Committee members present:           Andrew Clarke  
  Brenda Lewis (arrived at 3:39 PM)  
  David Pendergrass

Staff present:                   David Stoldt, General Manager  
  Suresh Prasad, Administrative Services Manager/Chief Financial Officer  
  Larry Hampson, District Engineer  
  Sara Reyes, Office Services Supervisor

**Oral Communications**

None

**Adopt Minutes of February 10, 2015 Committee Meeting**

On a motion by Clarke and second by Pendergrass, the minutes of the February 10, 2015 meeting were approved on a vote of 2 to 0. Director Lewis was absent for this item.

**Items on Board Agenda for March 16, 2015**

**Consider Expenditure of Funds for Additional Assistance with IFIM to Analyze Instream Flow Requirements for the Carmel River**

On a motion by Clarke and second by Lewis, the committee voted 3 to 0 to recommend the Board approve the expenditure of up to \$50,000 for additional assistance with developing an IFIM to revise instream flow requirements for the Carmel River.

Hampson reported staff is proposing to amend an existing agreement for services with Normandeau Environmental Consultants for assistance to test whether steelhead Habitat Suitability Criteria (HSC) developed by the California Department of Fish and Game (CDFW) for the Big Sure River can be applied to the Carmel River. Once the additional work is completed, the report will be presented to the Board.

**Consider Adoption of Treasurer's Report for January 2015**

On a motion by Pendergrass and second by Clarke, the committee voted 3 to 0 to recommend the Board adopt the January 2015 Treasurer's Report and financial statements, and ratification of the disbursements made during the month.

## **Other Business**

### **Review Draft Agenda for March 16, 2015 Regular Board Meeting**

General Manager Stoldt reported two items have been added to the Consent Calendar for the March 16, 2015 Board meeting: a) Item 5 – Consider Appointment of Director Clarke to the ACWA/JPIA Board of Directors and b) Item 6 – Receive Fiscal Year 2013-2014 Mitigation Program Annual Report. The committee made no changes to the agenda.

### **Adjournment**

The meeting was adjourned at 4:04 PM.

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## ADMINISTRATIVE COMMITTEE

### 2. CONSIDER ADOPTION OF RESOLUTION 2015-04 AMENDING TABLE XIV-1, REBATE AMOUNTS

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>Yes</b>
<b>From:</b>	<b>David J. Stoldt, General Manager</b>	<b>Program/ Line Item No.:</b>	<b>Rebate Program 4-2-3</b>
<b>Prepared By:</b>	<b>Stephanie Locke</b>	<b>Cost Estimate:</b>	<b>N/A</b>

**General Counsel Approval:** N/A

**Committee Recommendation:** The Water Demand Committee reviewed this item on March 17, 2015 and recommended approval 3-0. The Administrative Committee reviewed this item on April 13, 2015 and recommended \_\_\_\_\_.

**CEQA Compliance:** N/A

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**SUMMARY:** The Water Demand Committee reviewed the Rebate Program and Rebate amounts at its March 17, 2015 meeting. In consultation with District and Cal-Am staff, the Committee recommends the following amendments to the Rebate Program:

- Combine the rebate for “replacement of an Ultra-Low Flush Toilet with a High Efficiency Toilet” with “High Efficiency Toilet” and reduce the rebate from \$200 to \$100
- Reduce the rebate for “Ultra High Efficiency Toilet” from \$350 to \$200
- Reduce the rebate for “Zero Water Consumption Urinal” from \$300 to \$250
- Reduce the rebate for “Pint Urinal” from \$300 to \$250
- Increase the rebates for “High Efficiency Commercial Dishwasher” by \$500
- Add \$2,500 rebate for “Water Efficient Commercial Steam or Combi Oven”
- Add \$1,000 rebate for “Commercial Ozone Laundry System”
- Add \$5,000 rebate for “Commercial Waterless Wok Stove”

On March 16, 2015, the Board of Directors adopted Ordinance No. 163, Amending Regulation XV, Expanded Water Conservation and Standby Rationing Plan. This ordinance created Table XIV-1 to allow Rebates to be amended by Board resolution. **Exhibit 2-A** is Resolution 2015-04 that adopts the Water Demand Committee’s recommendations. The effective date will be June 1, 2015 to allow time to update the local plumbing suppliers and the public.

**RECOMMENDATION:** By adopting this item with the Consent Calendar, the Board adopts Resolution 2015-04 with amended Rebate amounts effective June 1, 2015.

## EXHIBIT

**2-A** Resolution 2015-04



**EXHIBIT 2-A**

**RESOLUTION NO. 2015-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
AMENDING TABLE XIV-1, REBATE AMOUNTS**

**WHEREAS**, the Monterey Peninsula has severe water use restrictions on its two sources of supply, the Carmel River and the Seaside Groundwater Basin; and

**WHEREAS**, residents of the Monterey Peninsula are among the lowest water consumers in the state, but protection of our limited water resources requires additional water conservation be achieved through an aggressive Rebate Program; and

**WHEREAS**, Rebate Amounts of the Monterey Peninsula Water Management District (MPWMD) are set forth in Regulation XIV of the MPWMD Rules and Regulations; and

**WHEREAS**, Ordinance 163, the 2015 Rationing and Rebate Programs Amendment Ordinance, created Table XIV-1 to allow Rebate amounts to be amended by Board resolution;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Monterey Peninsula Water Management District hereby amends Table XIV-1, Rebate Amounts, as set forth in **Attachment 1** to this Resolution; and that these changes shall become effective on June 1, 2015.

On a motion by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ the foregoing resolution is duly adopted this 18<sup>th</sup> day of February 2015 by the following votes:

Ayes:

Nays:

Absent:

I, Arlene M. Tavani, Deputy Secretary to the Board of Directors of the Monterey

Peninsula Water Management District, hereby certify that the foregoing is a resolution duly adopted on the 20th day of April 2015.

Witness my hand and seal of the Board of Directors this \_\_\_\_\_ day of April 2015.

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Arlene M. Tavani, Deputy Secretary to the Board

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DRAFT



Table XIV-1

REBATE AMOUNTS

Qualifying Device	Maximum Rebate
High Efficiency Toilet	\$100
Ultra High Efficiency Toilet	\$150
High Efficiency Urinal	\$200
Pint Urinal	\$250
Zero Water Consumption Urinal	\$250
High Efficiency Dishwasher (Residential)	\$125
High Efficiency Clothes Washer (Residential)	\$500
Instant-Access Hot Water System (per Qualifying Property)	\$200
On-demand hot water pump or point of source water heater (maximum of two per Qualifying Property)	\$100
Graywater Irrigation System supplied by one Clothes Washer	\$100
Graywater Irrigation System supplied by one or more Bathrooms that have a Bathtub/Shower connected to a Graywater Irrigation System.	\$100 per Bathroom
Smart Controller	\$100 for up to four stations. An additional \$10 shall be available per station up to twenty (20) stations
Soil Moisture Sensor(s) on a conventional automatic Irrigation System (gypsum block Soil Moisture Sensors shall not qualify for Rebate)	\$25
Cistern water tanks installed on Sites supplied with water from the Monterey Peninsula Water Resource System (per Qualifying Property)	\$50 per 100 gallons for the first 500 gallons and \$25 per 100 gallons of water storage capacity to a maximum storage capacity of 25,000 gallons
Lawn removal and replacement with low water use plants or permeable surfaces (Prequalification required - See MPWMD Rule 141-F)	\$1.00 per square-foot to a maximum of 2,500 square-feet
Rotating Sprinkler Nozzle (minimum purchase and installation of ten)	\$4 each
Water Broom	\$150

## REBATE AMOUNTS

Qualifying Device	Maximum Rebate
Commercial High Efficiency Clothes Washer. <i>A Multi-Family Residential Qualifying Property with a Common Laundry Room shall be considered a Non-Residential use.</i>	\$1,000
Commercial Ozone Laundry System	\$1,000
Cooling Tower Conductivity Controller	\$1,000
Cooling Tower Conductivity/pH Controller	\$2,500
CEE Tier II Water Efficient Ice Machine	\$500
High Efficiency Connectionless Food Steamer (per compartment)	\$1,500
Commercial Waterless Wok Stove	\$5,000
Water Efficient Commercial Steam or Combi Oven	\$2,500
High Efficiency Commercial Dishwasher	
Under counter model	\$1,000
Single tank door type model	\$1,500
Single tank conveyor	\$2,000
Multi-tank conveyor	\$2,500
Non-Residential Graywater Irrigation System	Inquire
X-ray film processor recirculation system	\$2,500
Medical equipment steam sterilizer retrofit with a water tempering	\$1,500
Dry Vacuum Pump (per 0.05 HP to a limit of 4 HP)	\$200

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## ADMINISTRATIVE COMMITTEE

### 3. CONSIDER APPROVAL OF EXPENDITURE FOR MEASURE O ELECTION COSTS

Meeting Date:	April 13, 2015	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Suresh Prasad	Cost Estimate:	N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on April 13, 2015 and recommended \_\_\_\_\_.

CEQA Compliance: N/A

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**SUMMARY:** On January 29, 2014, the Board took action with respect to Public Water Now Initiative Petition requesting the County Elections Department to conduct an election. The election was conducted as Measure O on June 3, 2014 by the County Elections Department. Attached as **Exhibit 3-A** is the invoice in the amount of \$185,583.48 submitted by the County Elections Department for expenses related to the June 3 Measure O election.

**RECOMMENDATION:** District staff recommends that the Board authorize an expenditure of \$185,583.48 for Measure O election costs that was conducted on June 3, 2014.

**IMPACT ON RESOURCES:** Since this election cost was not a budgeted item, the expenditure will be funded from the District's reserve account. On February 18, 2015, the Board adopted Mid-Year Fiscal Year 2014-2015 Budget which anticipated an estimated Fund Balance of \$4,118,069. With this election expenditure of \$185,583.48 funded from the reserves, the estimated Fund Balance at the end of Fiscal Year 2014-2015 will be \$3,932,485.

#### EXHIBITS

**3-A** Monterey County Elections Department Invoice

EXHIBIT 3-A



**MONTEREY COUNTY  
ELECTIONS DEPARTMENT  
1370 B SOUTH MAIN ST  
SALINAS, CA 93901**

Phone: (831) 796-1491

Fax: (831) 755-5485

**INVOICE TO:**  
**MPWMD**  
**P.O. Box 85**  
**Monterey, CA 93942**

**Invoice Number: 140601**  
**Invoice Date: 4/1/2015**  
**Payment Due: 5/6/2015**

<b>Description of Charges for June 3, 2014 Consolidated Statewide Primary Election</b>	<b>Amount</b>
<b>Setup Fee</b>	<b>\$ 150.00</b>
<b>County Employees</b>	<b>\$ 22,232.61</b>
<b>Temporary Staff</b>	<b>\$ 45,106.00</b>
<b>Transport</b>	<b>\$ 3,754.13</b>
<b>Legal</b>	<b>\$ 592.51</b>
<b>Office</b>	<b>\$ 14,461.71</b>
<b>Ballot Printing and Mailing</b>	<b>\$ 50,232.34</b>
<b>Voter Information Guide</b>	<b>\$ 26,406.38</b>
<b>Voting Equipment Rental / Maintenance</b>	<b>\$ 21,625.68</b>
<b>Indirect Cost</b>	<b>\$ 1,022.12</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$ 185,583.48</b>
<b>Registered Voters</b>	<b>53,874</b>
<b>Cost Per Registered Voter</b>	<b>\$ 3.44</b>

Please make remittance payable to MONTEREY COUNTY.  
Please attach one copy of this invoice with payment.

## ADMINISTRATIVE COMMITTEE

### 4. CONSIDER EXTENSION OF DEEPWATER DESAL COST SHARING AGREEMENT

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>N/A</b>
<b>From:</b>	<b>David J. Stoldt, General Manager</b>	<b>Program/</b>	<b>Groundwater Replenishment Project</b>
		<b>Line Item No.:</b>	<b>1-5-1</b>
<b>Prepared By:</b>	<b>David J. Stoldt</b>	<b>Cost Estimate:</b>	<b>N/A</b>

**General Counsel Approval:** N/A  
**Committee Recommendation:** N/A  
**CEQA Compliance:** N/A

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**SUMMARY:** The District's Cost Sharing Agreement with DeepWater Desal LLC has an end of term for which costs will be shared of April 30, 2015. However, to date just under half of the District's commitment has been expended, but the Environmental Impact Report is just commencing. The agreement can be extended pursuant to Section 9.1 as shown:

**9.1. Extension or Modification.** No later than thirty (30) days after the first anniversary of the Effective Date of this Agreement, the Parties shall meet to decide whether to extend or modify this Agreement. Any extension or modification of this Agreement shall be in writing and on mutually acceptable terms and conditions. Unless or until the Parties have met in accord with this paragraph, neither the Company nor MPWMD shall proceed with final design or construction of the CCRWP or the Desalination Plant.

Amendment 4 attached as **Exhibit 4-A** would extend the term from April 30, 2015 to June 30, 2016. No other changes are generated by this Amendment.

**RECOMMENDATION:** The General Manager recommends that the Board of Directors approve Amendment 4 to the Cost Sharing Agreement.

#### **EXHIBIT**

**4-A** Amendment 4 to Cost Sharing Agreement

**EXHIBIT 4-A**

**AMENDMENT 4**  
**to**  
**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**  
**and**  
**DEEPWATER DESAL, LLC**  
**CENTRAL COAST REGIONAL WATER PROJECT**  
**COST SHARING AGREEMENT**

This Amendment is entered into as of April \_\_, 2015 (**Effective Date**), by and between the Monterey Peninsula Water Management District, a California special act district (**MPWMD**), and DeepWater Desal LLC, a California Limited Liability Company located at 7532 Sandholdt Rd, #6, Moss Landing, CA 95039 (**Company**), collectively the "Parties", based upon the following facts, intentions and understandings of the Parties.

**1.2 Reimbursement.** Subject to the terms and conditions of this Agreement, MPWMD shall reimburse the Company an amount not to exceed fifty percent (50%) of reasonable and necessary Environmental and Permitting Costs actually incurred and paid by the Company between the period beginning May 1, 2013 and ending June 30, 2016 that relate to the Desalination Plant. MPWMD's total reimbursement obligation set by this agreement, however, shall not exceed eight hundred thousand (\$800,000) dollars.

**WHEREFORE**, this Amendment 4 to the Cost Sharing Agreement was executed by the parties on the date first above written.

COMPANY

DEEPWATER DESAL, LLC  
a California Limited Liability Company

Dated:

By: \_\_\_\_\_  
Brent R. Constantz, Managing Member

MPWMD

MONTEREY PENINSULA WATER MANAGEMENT  
DISTRICT,

Dated:

By: \_\_\_\_\_  
David J. Stoldt  
MPWMD General Manager

## ADMINISTRATIVE COMMITTEE

### 5. CONSIDER EXTENSION OF MEMORANDUM OF UNDERSTANDING REGARDING SOURCE WATERS AND WATER RECYCLING

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>N/A</b>
<b>From:</b>	<b>David J. Stoldt</b>	<b>Program/</b>	<b>Groundwater</b>
	<b>General Manager</b>	<b>Line Item No.:</b>	<b>Replenishment Project</b>
			<b>1-5-1</b>
<b>Prepared By:</b>	<b>David J. Stoldt</b>	<b>Cost Estimate:</b>	<b>N/A</b>

**General Counsel Approval:** N/A  
**Committee Recommendation:** N/A  
**CEQA Compliance:** N/A

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**SUMMARY:** On October 8, 2014 Monterey Regional Water Pollution Control Agency, the Monterey County Water Resources Agency, the City of Salinas, the Marina Coast Water District, and Monterey Peninsula Water Management District, collectively the "Parties" entered into a Memorandum of Understanding (MOU) for the development of permanent agreements in support of the Pure Water Monterey groundwater replenishment project. The MOU anticipated agreements in place by March 31, 2015. While progress is being made on multiple fronts, it became clear that the March 31 deadline could not be met.

Amendment 1 attached as **Exhibit 5-A** would extend the deadline to June 30, 2015.

**RECOMMENDATION:** The General Manager recommends that the Board of Directors approve Amendment 1 to the MOU.

#### EXHIBIT

**5-A** Amendment 1 to Memorandum of Understanding Regarding Source Waters and Water Recycling

**EXHIBIT 5-A**

**AMENDMENT 1  
TO  
MEMORANDUM OF UNDERSTANDING REGARDING  
SOURCE WATERS AND WATER RECYCLING**

**THIS AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING** (“Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between Monterey Regional Water Pollution Control Agency, the Monterey County Water Resources Agency, the City of Salinas, the Marina Coast Water District, and Monterey Peninsula Water Management District, collectively the “Parties.”

Sections 4 and “MISCELLANEOUS” Item 7 are amended to read as follows:

4. Accounting Protocols

PCA to enter into agreement with WRA by June 30, 2015 to achieve the following:

- a. PCA’s adoption of activity-based costing for all its CSIP, SRDF and SVRP activities.
- b. Revision of the various financial protocols currently utilized to achieve one standard protocol for each of CSIP, SRDF and SVRP.
- c. Allocation methodologies for costs associated with CSIP, SRDF, and SVRP.
- d. An annual audit of PCA’s financial transactions related to CSIP, SRDF and SVRP at WRA expense.
- e. PCA to credit to the CSIP and SVRP accounts any pro rata revenues it receives from byproducts of tertiary treated wastewater.
- f. A third-party agreed upon by both PCA and WRA to be hired to design and implement these Accounting Protocols.

MISCELLANEOUS

7. This Memorandum of Understanding will expire the earlier of (i) execution of a Definitive Agreement, or (ii) June 30, 2015.



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WITNESS, the Monterey Regional Water Pollution Control Agency, the Monterey County Water Resources Agency, the City of Salinas, Marina Coast Water District, and the Monterey Peninsula Water Management District entered into this Memorandum of Understanding as of the date first written above.

**MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY**

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

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

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

Its: Chair of the Monterey County Water Resources Agency Board of Supervisors

**CITY OF SALINAS**

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

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

**MARINA COAST WATER DISTRICT**

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

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

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

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

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

## ADMINISTRATIVE COMMITTEE

### 6. CONSIDER APPROVAL OF SALES AGREEMENT WITH BRANT FAMILY TRUST RE: PURCHASE OF MPWMD SCHULTE SOUTH WELL, APN 416-028-027

Meeting Date: April 13, 2015 Budgeted: N/A

From: David J. Stoldt, General Manager Program/ Line Item No.: N/A

Prepared By: Larry Hampson Cost Estimate: N/A

General Counsel Review: Yes

Committee Recommendation: The Administrative Committee reviewed this item on April 13, 2015 and recommended \_\_\_\_\_.

CEQA Compliance: Categorical Exemption, Section 15301

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**SUMMARY:** The Schulte South Irrigation Well is located at 8720 River Meadows Road (“Property”) in Carmel Valley, California (APN 416-028-027). This well and its appurtenances are owned by the District and began operation in 1988. In 1997 District and the Brant Family Trust (Brant) entered into a Well Use Agreement (Use Agreement) for a replacement well on the property, which gave the District the right to “drill, install, test, operate and maintain an irrigation well” (Well Site) on a portion of Brant’s Property near the Carmel River. In exchange for those rights, the Use Agreement gave Brant a connection to the well to use water on the Property and gave Brant the option of purchasing the well.

In 2006, at the request of Brant, the District processed a Water Distribution System (WDS) Exemption for the Well. As a condition precedent to issuing the Exemption, the District required Brant to purchase the Well and to execute an amended Use Agreement to facilitate continued District irrigation of the riparian corridor. The Well Site improvements to be transferred to Brant include a concrete pad, well casing, pump, pressure tank, electrical service and panel, and two connections to the well. Brant and the District have agreed to a Sales Price of \$\_\_\_\_\_ derived as shown in **Exhibit 6-C**.

After execution of each agreement, the District will retain ownership of some of the well appurtenances and have the right to use the well for up to 30 years to continue to irrigate the riparian corridor during dry periods. Coincident with the execution of this Sales Agreement (**Exhibit 6-A**), Brant and the District will execute the amended Well Use Agreement (**Exhibit 6-B**). The well currently has no production limit. The Well Use Agreement would establish a production limit of 2.10 acre-feet per year for this well, which MPWMD has determined is no greater than historical use.

**STAFF RECOMMENDATION:** The General Manager recommends the Board approve the Sales Agreement to transfer the Schulte South Well to the Brant Family Trust, contingent upon the simultaneous execution of an Amended Well Use Agreement to allow the District continued access to and use of this well.

**BACKGROUND:** The District established a well on the Brant Property in approximately 1987, to facilitate Carmel River restoration work at the Schulte Project. The well supplies water from the Carmel Valley Alluvial Aquifer for irrigation of riparian vegetation on the Brant Property and several parcels nearby on the south side of the river. A small portion of the south side of the Schulte Restoration Project near Schulte Road Bridge is supplied from the Cal-Am system. MPWMD also owns a well on a nearby parcel owned by Gunnar Reimers, which is used to irrigate the north side of the project. However, these latter two systems do not supply enough pressure to reach all of the south side of the Schulte Restoration Project. Therefore, a well on the south side of the river has been required to irrigate the project.

The Schulte South Well (aka “Pryor Well”) began operating in 1988. Initially, relatively large volumes of water were required to irrigate plantings in material composed of loose, unconsolidated sands and gravels with very little silt. In addition, a four-year drought from 1987 through 1991 and Cal-Am diversions created extremely dry conditions that increased irrigation needs. MPWMD used a maximum of 5.52 acre-feet per year during this start-up period. For unknown reasons after the 1987-1991 drought, the Pryor Well yield dropped to less than 20 gallons per minute (gpm). The District irrigation system requires about 100 gpm and the decision was made to construct a replacement well (the Schulte South well), which has been in operation since 1998. Since the initial start-up phase of the Schulte Restoration Project, riparian vegetation has become established and no longer needs as much water during dry periods.

In February 2006, Gary Brant informed MPWMD that he would like to purchase the well and submitted a Pre-Application to MPWMD for a proposed Water Distribution System (WDS) on the Brant property using the MPWMD Schulte South well as the source of water. In March 2006, MPWMD staff determined that such a WDS would be exempt from District Rules requiring a permit to form a WDS, because the well was placed into operation prior to the enactment of Ordinance 96 (to regulate small water distribution systems). However, the exemption also required that Brant purchase the well. Between February 2006 and March 2015, MPWMD and Brant intermittently negotiated a purchase price for the well. Negotiations were suspended for several years until Mr. Brant reactivated the negotiations in 2013.

The District intends to use the South Schulte Well in the future during dry years like 2007 and 2013 when the Carmel River goes dry in this reach. In dry years, it is not uncommon to have the water table drawn down to a level where trees experience moisture stress or mortality. This well allows irrigation of streamside vegetation along the Carmel River to prevent loss in the riparian corridor and mitigates for municipal groundwater extraction.

## **EXHIBITS**

- 6-A** Agreement for the Monterey Peninsula Water Management District to Sell and the Brant Family Trust to Purchase the Schulte South Well
- 6-B** Amended Well Use Agreement Between Gary M. and Ingrid B. Brant Trustees of the Brant Family Trust And Monterey Peninsula Water Management District
- 6-C** Derivation of Sale Price

## **EXHIBIT 6-A**



5 Harris Court, Bldg. G  
P.O. Box 85, Monterey, CA 93942  
Phone: 831-658-5600/Fax: 831-644-  
9560 www.mpwmd.dst.ca.us

### **Recording Requested by:**

Monterey Peninsula Water Management District (P&E)

### **And When Recorded Mail To:**

Monterey Peninsula Water Management District  
Attention: Henrietta Stern  
Post Office Box 85  
Monterey, California 93942-0085

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## **AGREEMENT FOR THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT TO SELL AND THE BRANT FAMILY TRUST TO PURCHASE THE SCHULTE SOUTH IRRIGATION WELL**

By this Agreement, the Monterey Peninsula Water Management District, a California special district ("District"), sells, and the Brant Family Trust ("Brant" purchases the Schulte South Irrigation Well and a portion of its appurtenances upon the terms and conditions stated below.

### **FACTS**

1. The Schulte South Irrigation Well (the "Well") is located on real property owned by Brant at 8720 River Meadows Road ("Property") in Carmel Valley, California (APN 416-028-027). This Well and its appurtenances are a replacement for a well that was originally called the Pryor Well, which was owned by the Monterey Peninsula Water Management District (District) and began operation in 1988. The parcel designation for the Property was formerly APN 416-028-020.

In 1997 District and the Brant Family Trust (Brant) entered into a Well Use Agreement (Use Agreement), which gave the District the right to "drill, install, test, operate and maintain an irrigation well" on a portion of Brant's Property near the Carmel River for the purpose of riparian irrigation. In exchange for those rights, the Use Agreement gave Brant a connection to the well to use water on the Property. The Well to be transferred to Brant includes certain appurtenances consisting of a concrete pad, well casing, pump, pressure tank, electrical service and panel, and two connections to the Well. After execution of this Agreement, the District will retain ownership of certain of the appurtenances consisting of one meter, irrigation timer, and associated irrigation piping (District Appurtenances) and District will

-remove a plastic 50-gallon solution tank associated with iron treatment for non-potable water use in the riparian corridor.

2. In 2006, at the request of Brant, the District processed a Water Distribution System (WDS) Exemption for the Well. As a condition precedent to issuing the Exemption, the District required Brant to purchase the Well and execute an amended Well Use Agreement to facilitate continued District irrigation of the riparian corridor. Coincident with the execution of this Agreement, Brant and the District will execute the amended Well Use Agreement.
3. The District has a continuing need, from time to time, to use the Well to irrigate the riparian corridor. Brant desires to cooperate with this effort, and shall enable District use of the Well, pursuant to the retained Easement created by this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, District and Brant agree as follows:

### **1. SALE OF WELL TO BRANT**

1.1. Sale Agreement. In and for consideration of the consideration paid and covenants to be performed by Brant under this Agreement, District agrees to sell the Well and appurtenances (except for the District appurtenances) to Brant, and Brant agrees to acquire the Well from the District, on the terms and conditions set forth in this Agreement.

1.2. Sales Price. On or before the close of escrow, Brant shall pay to the District the sum of \$~~xxxxx~~3,454.

### **2. RESERVATION OF RIGHTS**

2.1. In and for consideration of conveyance of the Well and its appurtenances, the District shall reserve the right to the continued access and use of the Well for riparian irrigation, and well monitoring or water measurement purposes, in accordance with the terms and conditions, and for the period of time, contained in that certain Amended Well Use Agreement between District and Brant, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Amended Use Agreement"). Brant acknowledges that access to the Well for these purposes is an integral part of this Agreement. This Agreement shall become null and void, and the Well and its appurtenances shall revert to the sole ownership of the District in the event Brant, or its successors or assign, materially interfere with use of the Well as provided in the Use Agreement..

### **3. REPAIRS; RESTORATION**

3.1. . The shared responsibilities for the operation, improvement, maintenance, repair, restoration and replacement of the Well and its appurtenances, and the costs thereof, shall be as provided in the Use Agreement. Brant shall obtain and maintain in force so long as feasible, a policy of insurance covering the cost of restoration or replacement of the Well should the Well fail or be destroyed from any cause other than the intentional or willfully negligent act or failure to act of District or Brant. The premiums for the insurance shall be deemed a "Cost" as defined in Paragraph

4 of the use Agreement, and the cost thereof shared by District and Brant as provided in the use Agreement for the pro rata sharing of costs for repairs and maintenance. If insurance proceeds are inadequate to cover the full costs of restoration or replacement, the deficiency shall be borne by District and Brant in accordance with the cost-sharing formula contained in the Use Agreement.

#### **4. MUTUAL INDEMNITY**

4.1. Indemnity of Brant. The District shall defend, indemnify and hold Brant and its officers, directors, employees, agents and affiliates and their respective assets, free and harmless against and from any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and court costs) resulting from or arising out of District's use of the Well or its improvements, except as liabilities, claims, losses, damages, or expenses arising from Brant's negligence or willful misconduct.

4.2. Indemnity of District. Brant shall defend, indemnify and hold the District and its officers, directors, employees, agents and affiliates and their respective assets, free and harmless against and from any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and court costs) resulting from or arising out of Brant's occupation or use of the Property and Well Site, except as to liabilities, claims, losses, damages, or expenses arising from the District's negligence or willful misconduct.

#### **5. DEFAULT; REMEDIES**

5.1. Breach by Brant. All covenants and agreements contained in this Agreement (including the Amended Use Agreement) are integral to this sale. Should Brant fail to perform any covenant, condition, or agreement contained in this Agreement, and the default is not be cured within sixty (60) days after written notice of the default is served on District by Brant, then the District may declare this sale to be null and void, and may repossess and use the Well and its appurtenances, subject to the terms and conditions of the original 1997 Well Use Agreement. In the event that District exercises its right to declare this sale null and void and repossess the Well and its appurtenances, the District shall promptly refund the Sales Price to Brant.

5.2. Breach by District. All covenants and agreements contained in this Agreement (including the Amended Use Agreement) are integral to this sale. Should District fail to perform any covenant, condition, or agreement contained in this Agreement, and the default is not cured within sixty (60) days after written notice of the default is served on District by Brant, then Brant may elect, in addition to any other remedies that may be available to Brant at law or in equity, elect to terminate the Amended Agreement and thereby terminate the District's right to take water from the Well.

5.3. Waiver of Breach. The waiver by District of any breach by Brant of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision.

#### **6. DISPUTES.**

6.1. Statement of Dispute; Process. In the event of a dispute arising out of this Agreement either Party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other Party. Within five working days of receipt of such a statement of conflict, the second Party

will respond and a meeting will be arranged not more than five working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within 20 working days from the initial filing of a statement of conflict a settlement cannot be reached, the Parties agree to mediate any disagreements in good faith. Should these dispute resolution procedures fail to resolve a dispute between the parties, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.

## 7. OTHER PROVISIONS

Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered by overnight courier or may be sent by certified mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Section. Until changed by a notice given in accordance with the provisions of this Section, the respective addresses of the District and of Brant for the purpose of receiving notices are as follows:

Brant:

Gary M. and Ingrid B. Brant Trustees of the Brant Family Trust  
8720 River Meadow Road  
Carmel, California 93923

District:

Monterey Peninsula Water Management District  
5 Harris Court, Building G  
Monterey, CA 93942-0085  
Attn: General Manager

7.1. Governing Law; Venue. This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Agreement. Venue shall be in the County of Monterey.

7.2. Binding on Heirs and Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this section shall be construed as consent by either Party to any assignment of interest.

7.3. Entire Agreement. This instrument constitutes the sole and only agreement between Brant and the District respecting the Well Site and its improvements. Any agreements or representations respecting the Property or any other matter discussed in this document not expressly set forth in this instrument are null and void.

7.4. No Joint Venture or Partnership. Nothing in this Agreement shall be construed to render the District in any way or for any purpose a partner, joint venturer, or associate in any relationship between Brant and the District, nor shall this Agreement be construed to authorize either to act as agent for the other.

7.5. Recording. This Agreement shall be recorded in the official records of the County of Monterey Recorder's Office.

7.6. Effective Date. The effective date of this document shall be upon Brant obtaining title to the Property.

7.7. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same document.

BRANT FAMILY TRUST

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

[Notarization Required]

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT,

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

[Notarization Required]



**EXHIBIT 6-B**

**Amended Well Use Agreement  
Between  
Gary M. and Ingrid B. Brant  
Trustees of the Brant Family Trust  
And  
Monterey Peninsula Water Management District**

By this Amended Well Use Agreement, the Monterey Peninsula Water Management District, a California special district, and the Brant Family Trust set all terms and conditions related to access and use of the Schulte South Irrigation Well as referenced in the Agreement for the Monterey Peninsula Water Management District To Sell and the Brant Family Trust To Purchase the Schulte South Irrigation Well.

1. Facts

This Amended Well Use Agreement is executed in connection with that certain Memorandum of Agreement (MOA) dated 21 August 1997 between GMB & Associates, Inc., a California Corporation, and the Monterey Peninsula Water Management District (District), and that certain Well Use Agreement (1997 Well Use Agreement) dated 7 August 1997 between GMB & Associates, Inc. and the District, and that certain Agreement for the Monterey Peninsula Water Management District To Sell and the Brant Family Trust To Purchase the Schulte South Irrigation Well (Sales Agreement) dated ~~April-May~~ [insert day], 2015;

On 5 December 2005, Gary M. Brant notified the District of the transfer of the real property described in Exhibit "A" in the 1997 Well Use Agreement (Property) to Gary M. Brant & Ingrid B. Brant, Trustees of the Brant Family Trust (Property Owner);

For the purposes of this Agreement, the term "Well" refers to that certain water well known as the Schulte South Irrigation Well constructed by the District on the Property in 1988 for the purpose of irrigating riparian vegetation within a portion of the riparian corridor of the Carmel River. ~~The term, and includes the~~ "Well Area", ~~refers to~~ the existing 20-foot by 20-foot area on the Property that is labeled as "MPWMD Well Site" in Exhibit "A" to the 1997 Well Use Agreement. The Well Area contains the Well.

Property Owner and the District have negotiated in good faith to execute the Sales Agreement to effect sale of the District-owned Well and a portion of its appurtenances to the Property Owner;

On ~~April-May~~ \_\_\_\_\_, 2015, the Property Owner acquired the Well and a portion of its appurtenances on the Property from the District;

Property Owner and the District do hereby agree to this Amended Well Use Agreement (Agreement), which Agreement supersedes all provisions of the MOA, 1997 Well Use Agreement, and any other oral agreement as follows:

## 2. Installation and Location

Property Owner, together with its agents, successors and assigns, grants to the District, its agents, successors and assigns, the right to use the well and maintain District Appurtenances for the purpose of irrigating that portion of the riparian corridor of the Carmel River within the Project Irrigation System. For purposes of this Agreement, appurtenances to be retained by District on the Property (District Appurtenances) extend from the District connection at the Well to the Property line and include, but are not limited to, a water meter, an irrigation system timer, and subsurface pipelines. The Project Irrigation System begins at the Property line and extends two thousand (2,000) feet upstream and two thousand (2,000) feet downstream of the Well. Each party to this Agreement shall be responsible for maintaining its own connection to the Well and for metering its water use from the Well. If the Property Owner's meter fails ~~is-and~~ needs replacement, the Property Owner shall notify the District of the date the meter is to be replaced and the District shall be allowed to inspect the failed meter to determine the final reading.

## 3. Ownership of the Well

The Well and all of its appurtenances, except District Appurtenances, are the property of the Property Owner. If Property Owner chooses not to continue use of the Well (i.e., the Property Owner proposes to abandon the Well), the Property Owner shall provide the District sixty (60) days written notice prior to abandonment. The Property Owner shall be responsible for all costs of abandonment, unless otherwise agreed to by the District.

## 4. Responsibility for Costs

For the purposes of this Agreement, and except as expressly provided otherwise in this Agreement, the term "Costs" shall include all costs of operation, improvement, insurance, maintenance, repair, restoration and replacement of the Well.

Property Owner shall bear primary responsibility for paying all costs to supply electrical power to the Well; the electrical service shall be in the Property Owner's name. Annually, prior to commencing irrigation of the riparian corridor, the District shall notify the Property Owner of the date when the District expects to begin using water from the Well. After cessation of the irrigation season, the District shall notify the Property Owner of the date of the last water use from the Well. During periods of the year when the District uses water from the Well, the District shall record water use of the Property Owner and the District and provide a record of water use to the Property Owner at least once per year or on a more frequent basis if requested. The Property Owner shall provide the District with a copy of the monthly statement(s) from the electrical service provider. The District shall provide to the Property Owner ~~a~~ formula for sharing costs of electrical power which shall be in proportion to the actual amount of water used by each party to this Agreement during the period of billing. The District shall pay Property Owner for the pro rata share of electrical service costs associated with the District's use of the Well. Payment shall be made within sixty (60) days of the presentation of a bill by the Property Owner to the District for such use. During periods of the year when the District does not use water from the Well, the District shall have no obligation to record Property Owner's water use or provide a formula for share of costs of electrical power. The District's only obligation to pay

for electrical service costs during periods of non-use of the Well by the District shall be one-half of the meter charge. Until such time as the Property Owner uses water from the Well, the District will pay its share of the standby meter charge within sixty (60) days of the presentation of a bill by the Property Owner.

Commencing with execution of this Agreement, the District shall use a cumulative total of water use to determine the pro rata share of Costs for maintenance and repair of the Well. (See Section 10 of this Agreement, Well Maintenance and Repair, regarding responsibility for conducting maintenance and repair.) The District shall pay Property Owner for the pro rata share of ~~Costs~~ so determined. Payment shall be made within sixty (60) days of the presentation of a bill for such maintenance and repair, subject to verification of actual ~~Costs~~. Restoration or replacement costs shall be borne by the District in an amount equal to 1.00 divided by 2.06 multiplied by the remaining potential Length of Agreement as determined under Section 12, including extensions, divided by 25.

Property Owner shall keep the Well and the Property free and clear of mechanic's or other liens arising from any work of repair, restoration, replacement or improvement to the Well Area. Property Owner shall pay any lien, claim or demand before any action is brought to enforce such a lien against the Well Area or Property. Property Owner shall indemnify and hold the District free and harmless from any and all liability from such liens or demands, together with costs and expenses in connection therewith, including attorney's fees. The District's only obligation shall be for Costs and expenses associated with operation, improvement, maintenance, repair, restoration and replacement of the Well Area on a pro-rata basis as described above.

Property Owner shall have the right to challenge the District's formula and calculation of water use or pro rata shares. Property Owner shall give the District written notice of such challenge within thirty (30) days after the submission by the District to the Property Owner of a report of water use or a calculation of pro rata share. If the District does not agree with the Property Owner's challenge, the validity of the challenge shall be determined by an independent third-party auditor agreed to by the parties. If the challenge is successful, the District shall pay all costs of the challenge. If the challenge is unsuccessful, the Property Owner shall pay all costs of the challenge.

Property Owner shall give the District sufficient advance notice of the commencement of any repairs or improvements to the Well to allow the District time, and shall permit the District or its agents to enter the Property upon reasonable notice to the Property Owner, to post thereon notices of non-responsibility or such other notices as are required by law or appropriate for the protection of the District's interest in the Well and the District Appurtenances from mechanic's liens or liens of a similar nature.

##### 5. Well Area Appearance

The Well Area shall be maintained in a manner that will accommodate all appurtenances necessary for the proper functioning of the Well, District Appurtenances, and Project Irrigation System. Property Owner reserves the right to alter the limits of the Well Area, but in no event

shall the Well Area be reduced so as to impair the proper functioning of the Well or supply of water to the District.

#### 6. Location of Utilities and Waterlines

The District shall have the right to install and maintain a timed electrical irrigation system at the Well Area for use with the Project Irrigation System. The District shall have the right to maintain water pipes from the District's connection to the Well to the point of connection to the Project Irrigation System. All irrigation mainline water pipes shall be installed underground on the Property between the Well Area and points of connection to the Project Irrigation System. Plans and specifications for improvements shall be reviewed and approved by the Property Owner prior to installation. Maintenance of the Project Irrigation System shall be at the discretion of the District. All Project Irrigation System equipment and materials installed by the District for the application of irrigation water to the Project shall be the property of the District.

If the District terminates this Agreement, the District shall have a right to remove District Appurtenances on the Property within 30 days of written notice of its intent to terminate the Well Use Agreement. If the District does not remove the District Appurtenances within 30 days after giving its written notice to the Property Owner of its intent to terminate this Agreement, Property Owner may request that the District remove District Appurtenances on the Property. If the District receives such written notice, the District shall remove District Appurtenances within 30 days. If the District fails to remove the District Appurtenances in such time, the Property Owner may do so.

#### 7. Description of Well Use and Production Limit

The use of this Well and Well Area by the District shall be limited to the production of no more than one (1.00) acre-foot per year (AFY) of water to irrigate riparian vegetation along the banks and terraces of the Carmel River within an area defined as two thousand (2,000) feet upstream and two thousand (2,000) feet downstream of the Well location. Supply of water from the Well to the District may be interrupted by the Property Owner for good cause, without obligation to provide a substitute supply, but shall not be unreasonably withheld.

The use of this Well and Well Area by the Property Owner shall be limited to no more than 1.06 AFY of water for use on the portion of the Property that overlies the Carmel Valley Alluvial Aquifer, the boundaries of which are described by maps maintained by the District. Property Owner agrees to sign and Notarize a "Notice and Deed Restriction" (provided separately) for the Property. The Deed Restriction is for disclosure purposes and includes a copy of the March 26, 2006 District letter confirming an exemption for purchase of the Well and a ~~February 18~~ April 6, 2015 District letter updating the exemption to include a production limit.

#### 8. Right-of-Entry

The District, its agents and assigns shall have a right-of-entry, together with personal property and equipment necessary to effect this Agreement, onto the Property for the purposes of

installing, operating, testing, maintaining and repairing the District Appurtenances and irrigation system on the Property, subject to the following restrictions:

a. Except during emergencies, all maintenance and repair work shall be carried out during normal business hours from 8 a.m. to 5 p.m. on Monday through Friday. If it is necessary to carry out maintenance or repair at other times for any reason other than an emergency, the District shall obtain permission from the Property Owner to enter. The only exception to this time limit is for an emergency declared by the District Engineer during which all reasonable attempts shall be made by the District to inform the Property Owner of the need for entry onto the Property.

b. Entry shall be over existing roads and access onto the Property. The Property Owner reserves the right to relocate access to the Well Area.

#### 9. District Irrigation Water Schedule and System Operation

Property Owner, together with its agents, successors, and assigns, grants to the District, and its agents, successors and assigns, the right to use water produced from the Well for irrigation of riparian vegetation along the Carmel River within the Project Irrigation System from a Well located on the Property subject to the following conditions:

a. Property Owner shall cooperate with the District to provide adequate volume and water pressure for the Property. The District shall have use of the Well during times when supplemental irrigation is needed as determined by the District; this shall include times when irrigation is needed to sustain riparian vegetation or erosion protection plantings in the Project area. The District's use of irrigation water from the Well is limited only by the following restrictions: a) the use of water during any twelve (12) month period shall not exceed 1.00 acre feet in total; and b) the use of water does not impair the ability of the Property Owner to maintain a minimum of ten thousand (10,000) gallons of water in Property Owners storage tank. .

b. If the Well's production falls below the needs of either the Property Owner or the District, then the District and the Property Owner shall promptly meet to identify repairs or improvements to the system which will provide adequate water for both the Project and the Property. For repairs or improvements required to meet the water needs of both parties, the District and Property Owner agree to negotiate reimbursement of a fair share of the costs of such repairs or improvements. Costs of repairs and improvements required only for needs of a single party shall be borne by that party. If the District elects not to participate in the costs of repairs or improvements needed to supply water to the District, the District shall notify the Property Owner in writing. If the Property Owner elects not to participate in the costs of repairs or improvements needed to supply water to the Property Owner, then the Property Owner shall notify the District in writing.

#### 10. Well Maintenance and Repair

The Property Owner shall be responsible for maintaining the Well Area, and operation, maintenance, repair restoration and replacement of the Well and appurtenances common to the

operation of the District's Project Irrigation System and the Property Owner's connection. For such repairs, the Property Owner reserves the right to cause the repairs to be made or to contract for such repairs, or to discontinue use of the Well. Responsibility for the costs of operation, improvement, maintenance, repair, restoration and replacement of the Well shall be as specified in Section 4 of this Agreement.

#### 11. Maintenance of District Appurtenances and Project Irrigation System

At its discretion, the District shall be solely responsible, and the Property Owner shall have no responsibility, for the operation, improvement, maintenance, repair, restoration and replacement of the District Appurtenances and the Project Irrigation System and the costs thereof.

#### 12. Length of Agreement

To enable the District's option to use water to establish riparian vegetation within the Project and thereafter, and to maintain the vegetation in a healthy state during dry periods, this Agreement shall be in full force for ten (10) years, beginning with the Recordation of this Agreement.

The District shall have the option to extend this Agreement ~~two~~ five (5) year periods. The District, however, retains the option to terminate this Agreement at its sole discretion. The District shall provide the Property Owner with thirty (30) days prior written notification of its intent to terminate the Agreement.

#### 13. Hold Harmless Agreement

The District shall indemnify, defend, and hold harmless the Property Owner from any and all liability which may occur as a result of the operation, maintenance and repair of the District's Appurtenances or of the Project Irrigation System installed by the District, as described in the Agreement. In all circumstances, the effect of this offer to indemnify, defend and hold harmless under this paragraph is limited. Under no circumstances shall aggregate costs or expense incurred by the District pursuant to this indemnity provision exceed \$2,000,000. This provision shall not create a presumption or inference that any future damage or loss has been caused by the District and/or its agents, contractors, inspectors, or employees during the operation, maintenance or repair of the Districts' Appurtenances, Project irrigation system, or otherwise.

The Property Owner shall indemnify, defend, and hold harmless the District from any and all liability which may result from the Property Owner's (and/or its agents, contractors, or employees) negligence or intentional conduct.

#### 14. Recordation

This Agreement shall be recorded in the Office of the Monterey County Recorder. All recording expenses shall be the sole responsibility of the District.

#### 15. Covenant to Run with the Land

The parties intend this Agreement to run with the land and to be binding upon all successors in interest to the parties, without restriction, except as to term as written in the provisions for Length of Agreement.

#### 16. Hazardous Materials

The District shall comply with all laws and regulations, including the giving of required notices, relative to the possession, storage, use, release, discharge, disposal or omission of or from the Well Area by District or District's agents and contractors or any toxic, hazardous or pollution substance (including, petroleum, crude oil and any fraction thereof) in any form whatsoever.

District shall provide the Property Owner with copies of any "business plan" prepared and filed by District pursuant to the requirements of Health and Safety Code Section 25500 and following, as well as any changes made thereto. District shall also promptly notify Property Owner in writing of any release or threatened release of a toxic, hazardous or polluting substance or material (including petroleum, crude oil and any fraction thereof) from or upon the Property which results from District's activities or those of District's agents or contractors or of which District otherwise becomes aware, which required reporting under Health and Safety Code 25507. To the extent arising from District's activities, District shall promptly and fully investigate, report, characterize and remediate any contamination in, on, over or under the Property Owner's Property caused by the possession, use, storage, release, discharge, disposal or emission of any toxic, hazardous or pollution substance (including petroleum, crude oil and any fraction thereof), and shall indemnify, defend, and hold Property Owner harmless from any and all loss, injury, death or damage, and all costs of all regulatory or enforcement proceedings, fines, penalties and the costs of consultants, experts, attorneys and other professionals, arising out of or as a result of the presence or claimed presence in, on over or under the Property of any toxic, hazardous or polluting substance (including petroleum, crude oil and any fraction thereof) to the extent arising from District's activities on the Property.

The Property Owner shall comply with all laws and regulations, including the giving of required notices, relative to the possession, storage, use, release, discharge, disposal or omission of or from the Well Area by Property Owner or Property Owner's agents and contractors of any toxic, hazardous or pollution substance (including, petroleum, crude oil and any fraction thereof) in any form whatsoever. ~~Property Owner shall provide the District with copies of any "business plan" prepared and filed by Property Owner pursuant to the requirements of Health and Safety Code Section 25500 and following, as well as any changes made thereto.~~ Property Owner shall also promptly notify District in writing of any release or threatened release of a toxic, hazardous or polluting substance or material (including petroleum, crude oil and any fraction thereof) from or upon the Well Area which results from Property Owner's activities or those of Property Owner's agents or contractors or of which Property Owner otherwise becomes aware, which required reporting under Health and Safety Code 25507. To the extent arising from Property Owner's activities, Property Owner shall promptly and fully investigate, report, characterize and remediate any contamination in, on, over or under the Well Area caused by the possession, use, storage, release, discharge, disposal or emission of any toxic, hazardous or pollution substance (including petroleum, crude oil and any fraction thereof), and shall indemnify, defend, and hold District harmless from any and all loss, injury, death or damage, and all costs of all regulatory or

enforcement proceedings, fines, penalties and the costs of consultants, experts, attorneys and other professionals, arising out of or as a result of the presence or claimed presence in, on over or under the Well Area of any toxic, hazardous or polluting substance (including petroleum, crude oil and any fraction thereof) to the extent arising from Property Owner's activities on the Well Area.

17. Default/Remedies of Default

In the event the District fails to perform or observe any other agreements, covenants or conditions of the Agreement, on the part of District to be performed, and such failure is not cured within thirty (30) days after the date of which Property Owner gives the District written notice of default, Property Owner may then elect in addition to any other remedies that may be available to Property Owner at law or in equity to terminate this Agreement upon thirty (30) days written notice unless within such thirty (30) days, such Event of Default has been cured.

In the event the Property Owner fails to perform or observe any other agreements, covenants or conditions of the Agreement, on the part of Property Owner to be performed, and such failure is not cured within thirty (30) days after the date of which District gives Property Owner written notice of default, the District may then elect in addition to any other remedies that may be available to District at law or in equity to terminate this Agreement upon thirty (30) days written notice unless within such thirty (30) days, such Event of Default has been cured.

18. Resolution of Disputes

Any dispute between the Parties shall be resolved in a court of law; venue shall be in the County of Monterey. Should any dispute arise regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs, including costs of experts.

19. Notices

Any notice or other written communication required or permitted herein shall be in writing and may be delivered personally or by express delivery service, telegram, telephonic facsimile, or by United States mail, registered or certified, postage prepaid with return receipt requested, addressed to the party for whom intended as follows:

Property Owner: Gary M. Brant & Ingrid B. Brant  
Trustees of the Brant Family Trust  
8720 River Meadow Road  
Carmel, California 93940

District: General Manager  
Monterey Peninsula Water Management District  
P.O. Box # 85  
Monterey, California 93942-0085



Signed: By: \_\_\_\_\_ Date: \_\_\_\_\_  
Trustee of the Brant Family Trust

Signed: By: \_\_\_\_\_ Date: \_\_\_\_\_  
Trustee of the Brant Family Trust

Signed: By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager  
Monterey Peninsula Water Management District

EXHIBIT 6-C

**Valuation of Schulte South Well  
for Potential Sale to Brant Family Trust**

Original Life	25 Years
Remaining Life	8 Years
Replacement Cost	\$25,000
Remaining Value	\$8,000
Reduction for Repairs Made by Brant	<u>(\$1,252)</u>
Reduction for NPV of District Share	<u>(\$3,294)</u>
Net Valuation for Sale	\$3,454

Brant Share	1.06 Acre-feet/Yr
District Share	1.00 Acre-feet/Yr

	District's Share of Depreciation	Present Value of District Share at PV rate of 5%
<u>Year</u>		
2015	\$485.44	\$485.44
2016	\$485.44	\$462.32
2017	\$485.44	\$440.31
2018	\$485.44	\$419.34
2019	\$485.44	\$399.37
2020	\$485.44	\$380.35
2021	\$485.44	\$362.24
2022	\$485.44	<u>\$344.99</u>
<b>Net Present Value of District Share:</b>		<b>\$3,294.36</b>

**ADMINISTRATIVE COMMITTEE**

**7. AUTHORIZE UTILIZATION OF DISTRICT CREDIT FOR PURE WATER MONTEREY FINANCING**

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>N/A</b>
<b>From:</b>	<b>David J. Stoldt, General Manager</b>	<b>Program/</b>	<b>Groundwater Replenishment Project</b>
		<b>Line Item No.:</b>	<b>1-5-1</b>
<b>Prepared By:</b>	<b>David J. Stoldt</b>	<b>Cost Estimate:</b>	<b>N/A</b>

**General Counsel Approval: N/A**  
**Committee Recommendation: N/A**  
**CEQA Compliance: N/A**

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**SUMMARY:** To finance and build the Pure Water Monterey water supply project will require a borrowing from either the State Revolving Fund or the public tax-exempt debt market. In either case, the project must demonstrate an investment-grade creditworthiness that provides investors the comfort of knowing the debt will be repaid under all circumstances.

While the wholesale water purchase agreement (WPA) whereby Cal-Am will purchase the output will provide a revenue source, Cal-Am has indicated that it will not commit to pay for water it does not receive. That is, a “take-or-pay” style agreement where they would ensure the payment of debt service even if service was interrupted, which was the model for the WPA with Marina Coast Water District in the Regional Desalination Project, is not available for this project. Therefore, to ensure payment of debt service during an outage or interruption in delivery of water will require a back-up form of revenue. The Monterey Regional Water Pollution Control Agency is not in a position to tap sewer ratepayers for water service, hence it would fall to the Water Management District to use its revenue raising capacity as a potential future source of revenue to cover the payment of fixed debt and operations and maintenance costs during an interruption in water deliveries.

Doing so could subject the District to undertaking a Proposition 218 protest hearing to raise rates and charges at some point in the future. The existing Water Supply Charge would likely not be sufficient to cover annual debt service and other fixed costs. However, the charge could be used to build up a “rate stabilization” reserve to provide such coverage, which might forestall the need for a new Prop 218 protest hearing process.

**RECOMMENDATION:** The General Manager recommends that the Board of Directors approve a pledge of the District’s revenue-raising capacity in support of the long-term capital financing of the Pure Water Monterey project.

**EXHIBIT**

None

**ADMINISTRATIVE COMMITTEE**

**8. AUTHORIZE FIRST SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 17, 2013 BETWEEN DISTRICT AND SIDLEY AUSTIN LLP RELATING TO PUBLIC FINANCING OF A PORTION OF THE CAL-AM DESAL PROJECT**

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>Partial</b>
<b>From:</b>	<b>David J. Stoldt General Manager</b>	<b>Program/ Line Item No.:</b>	<b>Cal-Am Desal Project 1-9-1</b>
<b>Prepared By:</b>	<b>David J. Stoldt</b>	<b>Cost Estimate:</b>	<b>\$60,000 (FY2015) Up to \$400,000 (FY2016) Reimbursable</b>

**General Counsel Approval: N/A**  
**Committee Recommendation: N/A**  
**CEQA Compliance: N/A**

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**SUMMARY:** At its January 14, 2013 Special Meeting, the Board authorized the hiring of Sidley Austin to provide documentation in support of expert testimony by the District and the Mayors' Authority October 2012 "Public Agency Participation Proposals" to California American Water (Cal-Am) as part of the CPUC proceeding A.12-04-019 and the Governance Concepts and Capital Financing Alternatives included in testimony submitted on February 22, 2013.

The District's testimony under cross-examination April 10<sup>th</sup> and 11<sup>th</sup>, 2013 reinforced the viability of a public contribution of funds and focused in on a financing mechanism called "securitization" whereby a non-bypassable surcharge would be collected on Cal-Am bills and dedicated to the repayment of Ratepayer Relief Bonds. Such a financing structure would significantly reduce the cost of the desalination project to ratepayers. The structure required legislation to be passed, which occurred in September 2014.

To implement the financing, there are two additional phases of work as described in the Background section below. Phase 1 is expected to cost \$400,000 to \$500,000. Of that, \$60,000 expected to be expended in FY2015 is already budgeted and unexpended. The remainder would need to be budgeted in FY2016.

Phase 2 is expected to cost \$300,000 to \$400,000 and will be budgeted most likely in FY2017. However, the Board is not being asked to authorize Phase 2 at this time.

Both expenditures are subject to reimbursement from bond proceeds, thereby replenishing District reserves.

**RECOMMENDATION:** The General Manager recommends that the Board of Directors approve additional services from Sidley Austin not to exceed \$460,000 and subject to reimbursement from bond proceeds

**BACKGROUND:** Sidley Austin has been advisor to the District on bond counsel matters since the 1992 Reclamation Project financing.

The original scope of the engagement was limited to preliminary issues regarding the proposed securitization financing for a desalination facility to be owned and constructed by Cal-Am Water.

As the matter has progressed, it is evident that the District will require an expanded scope of legal services. This letter will supplement the scope of services and the fee-related portions of the Agreement.

Scope of Representation. As financing counsel to the District, the Firm's scope of service will include the following additional services:

**Phase I. Structuring and Financing Order.**

(a) Advise on the filing and processing of a financing order application before the California Public Utilities Commission, including in coordination with regulatory counsel to Cal-Am:

- drafting of the application, related testimony and the form of a financing order, revising the same and preparing the same for submission to the Commission; and

- drafting responses to interrogatories, supplemental testimony, and related advice and activities;

(b) Advise with respect to the structuring of the securitization; and

(c) Advice in response to inquiries from Cal-Am, other public participant, interveners, the rating agencies and other interested parties concerning the structure and mechanics of the securitization.

The District understands that the Application will be submitted by Cal-Am and that Cal-Am's regulatory counsel will assume the lead role in the filing of the Application and in related proceedings.

**Phase II. Bond Issuance.**

(a) Assist in finalizing structure of financing, including the establishment of a joint powers agreement issuer if necessary;

(b) Draft all financing documents, including: (i) "first-tier" documents, including sale agreement, administration agreement, servicing agreement and trust agreement for the issuance

of the notes (Cal-Am Documents), and (ii) “second-tier” documents, including note purchase agreement and trust agreement (Issuer Documents);

(c) Draft offering materials, including official statement, term sheet and continuing disclosure agreement;

(d) Advise on compliance with securities laws, including SEC Rule 17g-5;

(e) Deliver customary legal opinions for a securitization transaction to the District, rating agencies and underwriters, including (i) true sale/non-consolidation; non-impairment; security interest; debt-for-tax; and opinions addressing such other transactions matters relating to Cal-Am or otherwise as appropriate and agreed to by the parties (First-Tier Opinions) and (ii) validity and tax exemption (traditional bond counsel opinion); non-impairment; bankruptcy; and such other transactional matters relating to the Issuer as appropriate (Second Tier Opinions);

(f) Advise in response to inquiries from rating agencies and investors with respect to the securitization offering; and

(g) Rendering such other advice as the District reasonably requests.

## **EXHIBIT**

None

## ADMINISTRATIVE COMMITTEE

### 9. AUTHORIZE FIRST SUPPLEMENT TO UNDERWRITING SERVICES AGREEMENT RELATING TO PUBLIC FINANCING OF A PORTION OF THE CAL-AM DESAL PROJECT

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>Partial</b>
<b>From:</b>	<b>David J. Stoldt General Manager</b>	<b>Program/ Line Item No.:</b>	<b>Cal-Am Desal Project 1-9-1</b>
<b>Prepared By:</b>	<b>David J. Stoldt</b>	<b>Cost Estimate:</b>	<b>\$45,000 (FY2015) \$50,000 (FY2016) Reimbursable</b>

**General Counsel Approval:** N/A  
**Committee Recommendation:** N/A  
**CEQA Compliance:** N/A

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**SUMMARY:** At its November 18, 2013 Meeting, the Board authorized the hiring of Raymond James Associates to be the eventual underwriter of a financing mechanism called “securitization” whereby a non-bypassable surcharge would be collected on Cal-Am bills and dedicated to the repayment of Ratepayer Relief Bonds. Such a financing structure would significantly reduce the cost of the desalination project to ratepayers. The structure required testimony, modeling, legal structuring, and many activities that will be ongoing in the next 12 months.

To implement the financing, Similar to Agenda Item 8 there are additional phases of work as described in the draft Underwriting Agreement attached as **Exhibit 9-A**. The \$45,000 for activities to date was authorized at the November 18, 2013 Board meeting and expected to be expended in FY2015 and already budgeted. The remainder would need to be budgeted in FY2016.

This proposed contract also makes a slight modification in the future underwriting fees will not be reduced by these amounts expended in advance of the issuance of bonds. The reason for the change is the increased demands on Raymond James personnel to complete the Financing Order within the 2015 calendar year, whether a financing eventually occurs or not.

The expenditures are subject to reimbursement from bond proceeds, thereby replenishing District reserves.

**RECOMMENDATION:** The General Manager recommends that the Board of Directors approve additional services from Raymond James not to exceed \$95,000 and subject to reimbursement from bond proceeds, and authorize the General Manager to enter into the form of contract attached.

#### EXHIBITS

**9-A** Underwriting Agreement between Monterey Peninsula Water Management District and Raymond James & Associates, Inc.

**EXHIBIT 9-A**

**UNDERWRITING AGREEMENT**

**BETWEEN**

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND RAYMOND  
JAMES & ASSOCIATES, INC.**

**THIS AGREEMENT** (“Agreement”) is by and between the Monterey Peninsula Water Management District (“Client”) and Raymond James & Associates, Inc. (“Raymond James”).

**WHEREAS**, Client wishes to avail itself of the underwriting services of Raymond James with respect to the Client’s anticipated Water Rate Relief Revenue Bonds (the “Bonds”) to fund its public contribution (the “Financing”) to the California American Water Company’s (“Cal Am”) proposed Monterey Peninsula Water Supply Project (the “Project”); and Raymond James, through its Public Finance Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes to provide, such services;

**NOW THEREFORE**, it is agreed by all parties signing this Agreement that:

**I. SCOPE OF SERVICES OF RAYMOND JAMES**

- 1) Raymond James, in cooperation with the District’s bond counsel and financial advisor, will:
  - Advise and consult with the Client on strategic, tactical and finance matters relating to the Project including, but not limited to: taxable and tax exempt issues; fixed rate and variable rate issues; current and forecasted interest rates; bond market conditions and other capital market developments; new and innovative methods of finance; and any other matters as reasonably requested by the Client to enable the Client to make fully informed decisions pertaining to the size, timing, sources, and related issues for funding of the Project.
  - In conjunction with the Client’s financial advisor, develop a securitization model required to obtain a rating indication from one or more nationally recognized rating agencies to assist the Client in demonstrating the ratepayer benefits of the Bonds as required by Senate Bill 396 of 2014.
  - Assist the Client in making presentations concerning the Project to the various internal and external groups whose approval will be required. Support shall include, but is not limited to, creation and presentation, as requested, of appropriate presentation materials and assistance to the Client.
  - Provide to the Client (and periodically update as requested) one or more analytic computer models showing key financial assumption and alternative



financing mixes, including alternatives that detail flexible and cost-effective combinations of funding mechanisms.

- Assist in the preparation of a Public Offering Memorandum, Private Placement Memorandum or other applicable information and offering material (the “Memorandum”). Responsibility for the contents of such Memorandum shall be solely that of Client and any issuer of the Bonds.
  - Review all related Bond documents.
  - Manage, structure, arrange for and participate in all discussions with nationally recognized rating agencies for obtaining public ratings on the Bonds, if appropriate.
  - Assist in presentations to potential investors.
  - Engage in the marketing and underwriting of the Bonds.
  - Submit a bond purchase agreement for the purchase of the Bonds.
- 2) Any services in connection with the Project and Financing with respect to reinvestment of proceeds or swaps or derivative products shall not be included within the scope of this Agreement and shall be governed by a separate Agreement.

## **II. UNDERTAKINGS AND REPRESENTATIONS BY THE CLIENT**

- 1) The Client shall make available to Raymond James financial and other data and information concerning the Client, the Project and its operations. Client management and staff shall cooperate with Raymond James in collecting and assembling the documentation essential to its financing activities and disclosure responsibilities.
- 2) As relevant, the Client shall work with legal counsel who shall issue an approving legal opinion to accompany the issuance of any debt, and appropriate legal counsel with respect to any loans. The Client shall also retain counsel to advise it as to the adequacy of disclosure and to assist in the preparation of any offering documents, as relevant, and to assist in all matters related to any proposed debt.
- 3) In order that Client and the Raymond James can best coordinate efforts to effect a financing satisfactory to Client, Client grants Raymond James sole and exclusive right and authority to perform the underwriting services described herein and agrees that it will not initiate or participate in any discussions relating to the financing with any person other than Raymond James.

- 4) The Client understands that the consummation of the transaction will be based upon, among other things, the truth, accuracy and completeness of the information included in the Memorandum or otherwise provided to Raymond James. The Client agrees that all such information will be true, correct and complete, and that it will update such information during the course of the underwriting, or placement, as appropriate, and that all projections provided to Raymond James will have been prepared in good faith and based upon reasonable assumptions. The Client acknowledges and agrees that Raymond James will rely upon such information and projections without independent verification. Any bond purchase or placement agreement entered into between Raymond James and Client will, to the extent permitted by law, contain customary indemnification and contribution provisions to indemnify Raymond James and its affiliates and their officers, directors, employees and agents and any person controlling any of the foregoing.

### **III. PAYMENT TO RAYMOND JAMES**

- 1) For performance of the services enumerated under Article I, the Client will compensate Raymond James with (a) initial payment of \$45,000 for services performed to date, upon presentation of invoice; (b) upon issuance of a Financing Order by the Public Utilities Commission of the State of California, payment of \$50,000 shall be made upon receipt of an invoice.
- 2) As relevant, compensation for Raymond James' underwriter's services hereunder Client will pay an underwriting fee equal to .6% of the par amount of the bonds (\$6/\$1,000 bond), exclusive of Raymond James' out-of-pocket expenses, assuming the Client retains separate disclosure counsel, and assuming a minimum rating of BBB- and a term not to exceed 30 years.
- 3) The Client and Raymond James expressly agree that Raymond James' services will be fully performed and such underwriting fee will be due and payable only upon issuance of the bonds, whether or not the issuance of the bonds was arranged or underwritten by Raymond James or such issuance occurs subsequent to the expiration of this Agreement.
- 4) The Client agrees to pay Raymond James's out-of-pocket expenses in connection with any services provide hereunder, which shall include, but not be limited to, travel, delivery and similar charges, and fees and expenses of Raymond James' legal counsel.

### **IV. PAYMENT OF COSTS OF ISSUANCE**

Regardless of the plan of Financing selected, the Client shall be responsible for payment of all the costs of issuing bonds or other debt instruments and completing a financing, including but not limited to:

- a) Printing and distribution of any offering documents (as relevant);

- b) Other printing costs;
- c) Counsel fees;
- d) Financial advisory fees
- e) Auditor fees;
- f) Feasibility Consultant fees;
- g) Rating Agency fees;
- h) Bond Trustee fees;
- i) Letter of Credit fees;
- j) Bank fees and expenses as required (for loans or bank-qualified bonds); and
- k) Bond insurance premiums, if any.

**V. GENERAL PROVISIONS**

- 1) Client acknowledges and agrees that this Agreement does not constitute a guarantee by Raymond James to underwrite or place any bonds or other financing. It is understood that Raymond James' obligations under this agreement are to use reasonable efforts throughout the term of this agreement to perform the services described herein. This agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of Client or any other person or entity or to provide Client or any other person with any assurances that the transaction will be consummated. Raymond James will enter into a definitive agreement to underwrite or place bonds if and only if the security, structure, disclosure and other aspects of the issue are satisfactory in all respects to Raymond James. Without limiting the generality of the foregoing, the approval of Raymond James management and its appropriate internal credit committee(s), based upon independent internal credit review and analysis of the bonds and the Financing, will be required for Raymond James to serve as underwriter or placement agent for the bonds. Client acknowledges and agrees that if either Raymond James management or the appropriate Raymond James internal credit committee does not approve such underwriting or private placement, Raymond James' obligations under this agreement will terminate immediately, with no liability to Raymond James. Upon such termination Client shall be obligated to pay any unreimbursed out of pocket expenses described above.
- 2) Client should be aware that Raymond James or its affiliates may have trading and other business relationships with public agencies within Cal Am's Monterey Service District, or other participants in the proposed transaction, including financial services firms engaged by Cal Am. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Raymond James may have, among other things, an economic interest. Raymond James is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of Raymond James' personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Underwriter's responsibilities to the Client.

- 3) Both parties acknowledge and agree that Raymond James is not serving as a financial advisor, municipal advisor or other fiduciary to the Client, nor is the Raymond James serving as a fiduciary of any other party to the transaction. Raymond James is not providing legal or accounting advice. Client also acknowledges that Susan N. Story, a Director of Raymond James, is Senior vice President and CFO of American Water Works Company, Inc., parent of Cal Am
- 4) Either Client or Raymond James may terminate this agreement in its sole discretion upon 30 days' written notice without liability to the other except that Raymond James shall be entitled to the prompt payment of any unreimbursed out-of-pocket expenses described above, and Client shall remain obligated to Raymond James as provided in Article III, above. Client's indemnification obligation shall survive any termination of this agreement.
- 5) No opinion or advice of Raymond James shall be reproduced, disseminated, quoted or referred to at any time without the prior written consent of Raymond James. Upon the completion of the financing, Raymond James will be entitled to advertise the transaction in publications and at times selected by it at its own expense.
- 6) It is understood that any decision to enter into any Financing and acceptance of the terms and conditions of any Financing is the sole responsibility of the Client.
- 7) The Client hereby covenants and agrees that it will indemnify and hold harmless Raymond James against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of the Client, its representatives, agents or employees, or in any way relating to the Financing or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse Raymond James for any legal or other expense reasonably incurred by it in connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.
- 8) The term of this Agreement shall be for twelve months from the date shown in the signature block, below.
- 9) This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by Client and Raymond James, and supersedes any and all discussions and understandings, written or oral, between the Client and Raymond James regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
- 10) This agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any conflicts of law provisions that would require application of the law of a different jurisdiction.

- 11) Any dispute arising out of this Agreement or the performance hereof shall be resolved in binding arbitration before the American Arbitration Association, pursuant to its commercial arbitration rules. Each party, to the fullest extent permitted by law, knowingly, voluntarily and intentionally waives its right to a jury trial in any action or other legal proceeding arising out of or relating to this agreement or the performance hereof.

## **VI. INSURANCE**

- 1) Raymond James shall obtain and keep insurance policies in full force and effect for the following form of coverage:
  1. Automobile liability including property damage and bodily injury with a combined single limit of \$300,000.
  2. Commercial General Liability (CGL) with a combined single limit of \$1,000,000.
  3. Raymond James shall add to his/her Commercial General Liability insurance policy a severability or interest clause or such similar wording if his/her policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."
- 2) Raymond James shall provide photocopies of his/her current Automobile insurance policy [or policies], including endorsements thereto, or current certificates of insurance in lieu thereof, to Client.
- 3) Raymond James shall require any subcontractor to provide evidence of the same insurance coverages specified in Section VI paragraph 1.
- 4) Raymond James shall provide notice to Client of any cancellation or material change in insurance coverage where Client has been named as additional insured, such notice to be delivered to the Client Participants at least ten (10) days before the effective date of such change or cancellation of insurance.
- 5) Evidence acceptable to Client that Raymond James has complied with the provisions of this Section VI shall be provided to Client, prior to commencement of work under this Agreement.
- 6) All policies carried by the Client shall provide primary coverage instead of any and all other policies that may be in force. Client shall not be responsible for any premium due for the insurance coverages specified in this Agreement.

**IN WITNESS WHEREOF**, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2014.

**[CLIENT]**

By: \_\_\_\_\_  
Name:  
Title:

**RAYMOND JAMES & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

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## ADMINISTRATIVE COMMITTEE

### 10. AUTHORIZE FIRST SUPPLEMENT TO FEDERAL FUNDING STRATEGY AND ADVOCACY SERVICES TO MONTEREY PENINSULA WATER MANAGEMENT DISTRICT FOR THE PURE WATER MONTEREY PROGRAM

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>No</b>
<b>From:</b>	<b>David J. Stoldt, General Manager</b>	<b>Program/ Line Item No.:</b>	<b>Groundwater Replenishment Project 1-5-1</b>
<b>Prepared By:</b>	<b>David J. Stoldt</b>	<b>Cost Estimate:</b>	<b>\$40,000 (FY2015) Reimbursable</b>

**General Counsel Approval:** N/A  
**Committee Recommendation:** N/A  
**CEQA Compliance:** N/A

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**SUMMARY:** At its January 28, 2015 Meeting, the Board approved a mid-year budget for the Pure Water Monterey project. Within that budget was approval for federal funding strategy and advocacy services with Bryant & Associates with a budget of \$38,000. The two public agencies have been working with Bryant & Associates team on a legislative strategy that would position the project for federal monies from either the US Bureau of Reclamation (USBR) or the US Department of Agriculture.

As part of the 2015 Omnibus spending bill, \$50 million of USBR funding was set aside for drought response. Of that, \$5 million was set aside for a solicitation for a "Drought Response Program" where up to \$200,000 per project may awarded for Drought Contingency Planning, Drought Resiliency Projects, or Emergency Response Actions. It is thought that a Drought Contingency Plan will be a criterion for future USBR project funding, hence the District will want to apply under the Drought Response Program solicitation. This recommendation is seeking additional authorization to expand Bryant & Associates contract to include preparation of the grant application.

The solicitation is expected by the end of April.

**RECOMMENDATION:** The General Manager recommends that the Board of Directors approve additional services from Bryant & Associates not to exceed \$40,000 and subject to reimbursement from bond or revolving fund proceeds. The District would pay 75% of the costs under its cost sharing agreement with MRWPCA.

### EXHIBIT

None

**ADMINISTRATIVE COMMITTEE**

**11. CONSIDER ADOPTION OF TREASURER’S REPORT FOR FEBRUARY 2015**

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>N/A</b>
<b>From:</b>	<b>David J. Stoldt, General Manager</b>	<b>Program/ Line Item No.:</b>	<b>N/A</b>
<b>Prepared By:</b>	<b>Suresh Prasad</b>	<b>Cost Estimate:</b>	<b>N/A</b>

**General Counsel Review:** N/A

**Committee Recommendation:** The Administrative Committee considered this item on April 13, 2015 and recommended \_\_\_\_\_.

**CEQA Compliance:** N/A

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**SUMMARY:** Exhibit 11-A comprises the Treasurer’s Report for February 2015. Exhibit 11-B, Exhibit 11-C and Exhibit 11-D are listings of check disbursements for the period February 1- 28, 2015. Check Nos. 20943 through 21278, the direct deposits of employee’s paychecks, payroll tax deposits, and bank charges resulted in total disbursements for the period in the amount of \$1,575,536.86. That amount included \$36,606.04 for conservation rebates. Exhibit 11-E reflects the financial statements for the month ending February 28, 2015.

**RECOMMENDATION:** District staff recommends adoption of the February 2015 Treasurer’s Report and financial statements, and ratification of the disbursements made during the month. The Administrative Committee reviewed this item at its April 13, 2015 meeting and voted \_\_ to \_\_ to recommend \_\_\_\_\_.

**EXHIBITS**

- 11-A** Treasurer’s Report
- 11-B** Listing of Cash Disbursements-Regular
- 11-C** Listing of Cash Disbursements-Payroll
- 11-D** Listing of Other Bank Items
- 11-E** Financial Statements



EXHIBIT 11-A

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
TREASURER'S REPORT FOR FEBRUARY 2015**

<u>Description</u>	<u>Checking</u>	<u>MPWMD Money Market</u>	<u>L.A.I.F.</u>	<u>Wells Fargo Investments</u>	<u>MPWMD Total</u>	<u>PB Reclamation Money Market</u>
Beginning Balance	\$51,228.47	\$2,597,289.73	\$693,257.91	\$2,252,955.87	5,594,731.98	\$10,489.72
Transfer to/from LAIF		(1,000,000.00)	1,000,000.00		0.00	
Fee Deposits		284,658.89			284,658.89	285,840.11
Interest		22.88		148.65	171.53	3.24
Transfer-Money Market to Checking	1,600,000.00	(1,600,000.00)			0.00	
Transfer-Money Market to W/Fargo					0.00	
W/Fargo-Investment Purchase					0.00	
Transfer Ckg to MPWMD M/Mrkt					0.00	
MoCo Tax & WS Chg Installment Pymt					0.00	
Transfer to CAWD					0.00	
Voided Cks					0.00	
Bank Corrections/Reversals/Errors					0.00	
Bank Charges/Rtn'd Deposits/Other	(289.33)	(1,538.59)			(1,827.92)	
Payroll Tax Deposits	(25,995.16)				(25,995.16)	
Payroll Checks/Direct Deposits	(126,393.11)				(126,393.11)	
General Checks	(1,422,859.26)				(1,422,859.26)	
Prepaid Exp-Automatic Bank Pymt					0.00	
<b>Ending Balance</b>	<b>\$75,691.61</b>	<b>\$280,432.91</b>	<b>\$1,693,257.91</b>	<b>\$2,253,104.52</b>	<b>\$4,302,486.95</b>	<b>\$296,333.07</b>

**EXHIBIT 11-B**



Monterey Peninsula Water Mgmt District

**Bank Transaction Report**  
**Transaction Detail**  
 Issued Date Range: 02/01/2015 - 02/28/2015  
 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
<b>Bank Account: 111 - Bank of America Checking</b>							
02/20/2015	02/28/2015	<a href="#">20487</a>	MoCo Recorder Reversal	Accounts Payable	Cleared	Check Reversal	35.00
02/03/2015	02/28/2015	<a href="#">20943</a>	A.G. Davi Property Management	Accounts Payable	Cleared	Check	-395.00
02/03/2015	02/28/2015	<a href="#">20944</a>	AT&T Long Distance	Accounts Payable	Cleared	Check	-655.82
02/03/2015	02/28/2015	<a href="#">20945</a>	Balance Hydrologics, Inc	Accounts Payable	Cleared	Check	-25,569.45
02/03/2015	02/28/2015	<a href="#">20946</a>	Cal-Am Water	Accounts Payable	Cleared	Check	-104.23
02/03/2015	02/28/2015	<a href="#">20947</a>	Cal-Am Water	Accounts Payable	Cleared	Check	-84.23
02/03/2015	02/28/2015	<a href="#">20948</a>	CalPers Long Term Care Program	Accounts Payable	Cleared	Check	-53.96
02/03/2015	02/28/2015	<a href="#">20949</a>	Central Coast Exterminator	Accounts Payable	Cleared	Check	-104.00
02/03/2015	02/28/2015	<a href="#">20950</a>	Chevron	Accounts Payable	Cleared	Check	-291.79
02/03/2015	02/28/2015	<a href="#">20951</a>	Cisco WebEx, LLC	Accounts Payable	Cleared	Check	-49.00
02/03/2015	02/28/2015	<a href="#">20952</a>	City of Monterey -DWR Grant	Accounts Payable	Cleared	Check	-41,359.36
02/03/2015	02/28/2015	<a href="#">20953</a>	Cypress Coast Ford	Accounts Payable	Cleared	Check	-336.23
02/03/2015	02/28/2015	<a href="#">20954</a>	Dave Stoldt	Accounts Payable	Cleared	Check	-337.54
02/03/2015	02/28/2015	<a href="#">20955</a>	David Olson, Inc.	Accounts Payable	Cleared	Check	-310.00
02/03/2015	02/28/2015	<a href="#">20956</a>	Delay & Laredo	Accounts Payable	Cleared	Check	-16,357.00
02/03/2015	02/28/2015	<a href="#">20957</a>	Denise Duffy & Assoc. Inc.	Accounts Payable	Cleared	Check	-14,925.00
02/03/2015	02/28/2015	<a href="#">20958</a>	Dickhaut, Rick	Accounts Payable	Cleared	Check	-965.00
02/03/2015	02/28/2015	<a href="#">20959</a>	Elizabeth Flores	Accounts Payable	Outstanding	Check	-107.30
02/03/2015	02/28/2015	<a href="#">20960</a>	Fed-Ex	Accounts Payable	Cleared	Check	-238.15
02/03/2015	02/28/2015	<a href="#">20961</a>	Harris Court Business Park	Accounts Payable	Cleared	Check	-721.26
02/03/2015	02/28/2015	<a href="#">20962</a>	Home Depot Credit Services	Accounts Payable	Cleared	Check	-405.87
02/03/2015	02/28/2015	<a href="#">20963</a>	Jonathan Lear	Accounts Payable	Cleared	Check	-276.65
02/03/2015	02/28/2015	<a href="#">20964</a>	KBA Docusys - Lease Payments	Accounts Payable	Cleared	Check	-1,559.77
02/03/2015	02/28/2015	<a href="#">20965</a>	M.J. Murphy	Accounts Payable	Cleared	Check	-118.72
02/03/2015	02/28/2015	<a href="#">20966</a>	Martin's Irrigation Supply	Accounts Payable	Cleared	Check	-863.11
02/03/2015	02/28/2015	<a href="#">20967</a>	MBAS	Accounts Payable	Cleared	Check	-50.00
02/03/2015	02/28/2015	<a href="#">20968</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-86.00
02/03/2015	02/28/2015	<a href="#">20969</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-62.00
02/03/2015	02/28/2015	<a href="#">20970</a>	Monterey Peninsula Regional Park District	Accounts Payable	Cleared	Check	-43,187.04
02/03/2015	02/28/2015	<a href="#">20971</a>	Palace Office Supply	Accounts Payable	Cleared	Check	-29.96
02/03/2015	02/28/2015	<a href="#">20972</a>	Peninsula Welding Supply, Inc.	Accounts Payable	Cleared	Check	-52.72
02/03/2015	02/28/2015	<a href="#">20973</a>	PERS Retirement	Accounts Payable	Cleared	Check	-20,365.62
02/03/2015	02/28/2015	<a href="#">20974</a>	PG&E	Accounts Payable	Cleared	Check	-1,869.66
02/03/2015	02/28/2015	<a href="#">20975</a>	Professional Liability Insurance Service	Accounts Payable	Cleared	Check	-37.00
02/03/2015	02/28/2015	<a href="#">20976</a>	Pure H2O	Accounts Payable	Cleared	Check	-64.49
02/03/2015	02/28/2015	<a href="#">20977</a>	Schaaf & Wheeler	Accounts Payable	Cleared	Check	-12,906.00

**EXHIBIT 11-B**

**Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015    Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/03/2015	02/28/2015	<a href="#">20978</a>	SHELL	Accounts Payable	Cleared	Check	-556.93
02/03/2015	02/28/2015	<a href="#">20979</a>	ThyssenKrup Elevator	Accounts Payable	Cleared	Check	-546.16
02/03/2015	02/28/2015	<a href="#">20980</a>	U.S. Bank	Accounts Payable	Cleared	Check	-12,702.09
02/04/2015	02/28/2015	<a href="#">20980</a>	U.S. Bank Reversal	Accounts Payable	Cleared	Check Reversal	12,702.09
02/03/2015	02/28/2015	<a href="#">20981</a>	Universal Staffing Inc.	Accounts Payable	Cleared	Check	-648.96
02/03/2015	02/28/2015	<a href="#">20982</a>	Verizon Wireless	Accounts Payable	Cleared	Check	-509.91
02/04/2015	02/28/2015	<a href="#">20983</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-32.00
02/20/2015	02/28/2015	<a href="#">20983</a>	MoCo Recorder Reversal	Accounts Payable	Cleared	Check Reversal	32.00
02/04/2015	02/28/2015	<a href="#">20984</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/04/2015	02/28/2015	<a href="#">20985</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/04/2015	02/28/2015	<a href="#">20986</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/04/2015	02/28/2015	<a href="#">20987</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/04/2015	02/28/2015	<a href="#">20988</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-26.00
02/04/2015	02/28/2015	<a href="#">20989</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/04/2015	02/28/2015	<a href="#">20990</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/04/2015	02/28/2015	<a href="#">20991</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/06/2015	02/28/2015	<a href="#">20999</a>	Alhambra	Accounts Payable	Cleared	Check	-86.84
02/06/2015	02/28/2015	<a href="#">21000</a>	AT & T	Accounts Payable	Cleared	Check	-688.88
02/06/2015	02/28/2015	<a href="#">21001</a>	Employment Development Dept.	Accounts Payable	Cleared	Check	-3,887.04
02/06/2015	02/28/2015	<a href="#">21002</a>	ICMA	Accounts Payable	Cleared	Check	-5,433.41
02/06/2015	02/28/2015	<a href="#">21003</a>	Kister, Stephanie	Accounts Payable	Cleared	Check	-61.85
02/06/2015	02/28/2015	<a href="#">21004</a>	MATT LYONS	Accounts Payable	Cleared	Check	-600.00
02/06/2015	02/28/2015	<a href="#">21005</a>	Monterey Bay Carpet & Janitorial Svc	Accounts Payable	Cleared	Check	-1,000.00
02/06/2015	02/28/2015	<a href="#">21006</a>	Monterey County Sheriff's Office	Accounts Payable	Cleared	Check	-200.00
02/06/2015	02/28/2015	<a href="#">21007</a>	Peninsula Messenger Service	Accounts Payable	Cleared	Check	-728.00
02/06/2015	02/28/2015	<a href="#">21008</a>	Peninsula Welding Supply, Inc.	Accounts Payable	Cleared	Check	-56.00
02/06/2015	02/28/2015	<a href="#">21009</a>	PERS Retirement	Accounts Payable	Cleared	Check	-18,818.88
02/06/2015	02/28/2015	<a href="#">21010</a>	Purchase Power	Accounts Payable	Cleared	Check	-500.00
02/06/2015	02/28/2015	<a href="#">21011</a>	Red Shift Internet Services	Accounts Payable	Cleared	Check	-604.95
02/06/2015	02/28/2015	<a href="#">21012</a>	Safeguard Business Systems	Accounts Payable	Cleared	Check	-385.60
02/06/2015	02/28/2015	<a href="#">21013</a>	SDRMA - Workers Comp. Insurance	Accounts Payable	Cleared	Check	-2,936.78
02/06/2015	02/28/2015	<a href="#">21014</a>	SDRMA - Workers Comp. Insurance	Accounts Payable	Cleared	Check	-3,205.60
02/06/2015	02/28/2015	<a href="#">21015</a>	Stern, Henrietta	Accounts Payable	Cleared	Check	-80.00
02/06/2015	02/28/2015	<a href="#">21016</a>	Tavani, Arlene	Accounts Payable	Cleared	Check	-889.00
02/06/2015	02/28/2015	<a href="#">21017</a>	U.S. Bank	Accounts Payable	Cleared	Check	-12,435.44
02/06/2015	02/28/2015	<a href="#">21018</a>	UPEC, Local 792	Accounts Payable	Cleared	Check	-1,013.74
02/06/2015	02/28/2015	<a href="#">21019</a>	Water Awareness Committee	Accounts Payable	Cleared	Check	-2,000.00
02/06/2015	02/28/2015	<a href="#">21020</a>	PERS Retirement	Accounts Payable	Cleared	Check	-19,151.70
02/12/2015	02/28/2015	<a href="#">21021</a>	AFLAC	Accounts Payable	Cleared	Check	-1,342.30
02/12/2015	02/28/2015	<a href="#">21022</a>	Bill Parham	Accounts Payable	Cleared	Check	-650.00
02/12/2015	02/28/2015	<a href="#">21023</a>	Cal-Am Water	Accounts Payable	Cleared	Check	-212.79
02/12/2015	02/28/2015	<a href="#">21024</a>	CalPers Long Term Care Program	Accounts Payable	Cleared	Check	-53.96
02/12/2015	02/28/2015	<a href="#">21025</a>	Colantuono, Highsmith, & Whatley, PC	Accounts Payable	Cleared	Check	-494.85

**EXHIBIT 11-B****Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/12/2015	02/28/2015	<a href="#">21026</a>	CoreLogic Information Solutions, Inc.	Accounts Payable	Cleared	Check	-407.00
02/12/2015	02/28/2015	<a href="#">21027</a>	EWING	Accounts Payable	Cleared	Check	-78.00
02/12/2015	02/28/2015	<a href="#">21028</a>	Goodin,MacBride,Squeri,Day,Lamprey	Accounts Payable	Cleared	Check	-705.33
02/12/2015	02/28/2015	<a href="#">21029</a>	Intergraph Corporation	Accounts Payable	Cleared	Check	-2,614.50
02/12/2015	02/28/2015	<a href="#">21030</a>	M.J. Murphy	Accounts Payable	Cleared	Check	-27.91
02/12/2015	02/28/2015	<a href="#">21031</a>	Marina Coast Water District - 013447	Accounts Payable	Cleared	Check	-70.53
02/12/2015	02/28/2015	<a href="#">21032</a>	Marina Coast Water District -011635 000	Accounts Payable	Cleared	Check	-142.74
02/12/2015	02/28/2015	<a href="#">21033</a>	Martin's Irrigation Supply	Accounts Payable	Cleared	Check	-9.17
02/12/2015	02/28/2015	<a href="#">21034</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/12/2015	02/28/2015	<a href="#">21035</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/12/2015	02/28/2015	<a href="#">21036</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-35.00
02/12/2015	02/28/2015	<a href="#">21037</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-35.00
02/12/2015	02/28/2015	<a href="#">21038</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/12/2015	02/28/2015	<a href="#">21039</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-35.00
02/12/2015	02/28/2015	<a href="#">21040</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-35.00
02/12/2015	02/28/2015	<a href="#">21041</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-14.00
02/12/2015	02/28/2015	<a href="#">21042</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/12/2015	02/28/2015	<a href="#">21043</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/12/2015	02/28/2015	<a href="#">21044</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/12/2015	02/28/2015	<a href="#">21045</a>	Monterey Regional Waste Management District	Accounts Payable	Cleared	Check	-15.00
02/12/2015	02/28/2015	<a href="#">21046</a>	MRWPCA	Accounts Payable	Cleared	Check	-142.79
02/12/2015	02/28/2015	<a href="#">21047</a>	Osahan, Inder	Accounts Payable	Cleared	Check	-1,083.00
02/12/2015	02/28/2015	<a href="#">21048</a>	Pacific Smog	Accounts Payable	Cleared	Check	-31.07
02/12/2015	02/28/2015	<a href="#">21049</a>	Palace Office Supply	Accounts Payable	Cleared	Check	-36.51
02/12/2015	02/28/2015	<a href="#">21050</a>	PERS Retirement	Accounts Payable	Cleared	Check	-19,166.93
02/12/2015	02/28/2015	<a href="#">21051</a>	PG& E 9024846025-6	Accounts Payable	Cleared	Check	-25.28
02/12/2015	02/28/2015	<a href="#">21052</a>	PG&E	Accounts Payable	Cleared	Check	-3,031.62
02/12/2015	02/28/2015	<a href="#">21053</a>	Potter's Electronics	Accounts Payable	Cleared	Check	-104.09
02/12/2015	02/28/2015	<a href="#">21054</a>	Pueblo Water Resources, Inc.	Accounts Payable	Cleared	Check	-20,873.22
02/12/2015	02/28/2015	<a href="#">21055</a>	Seaside-Sand City Chamber of Commerce	Accounts Payable	Cleared	Check	-250.00
02/12/2015	02/28/2015	<a href="#">21056</a>	SHELL	Accounts Payable	Cleared	Check	-554.33
02/12/2015	02/28/2015	<a href="#">21057</a>	Sherron Forsgren	Accounts Payable	Cleared	Check	-653.20
02/12/2015	02/28/2015	<a href="#">21058</a>	Universal Staffing Inc.	Accounts Payable	Cleared	Check	-1,622.40
02/12/2015	02/28/2015	<a href="#">21059</a>	Valley Trophies & Detectors	Accounts Payable	Cleared	Check	-91.80
02/19/2015	02/28/2015	<a href="#">21060</a>	AT & T	Accounts Payable	Cleared	Check	-96.37
02/19/2015	02/28/2015	<a href="#">21061</a>	AT & T	Accounts Payable	Cleared	Check	-343.39
02/19/2015	02/28/2015	<a href="#">21062</a>	Bekker, Mark	Accounts Payable	Cleared	Check	-800.00
02/19/2015	02/28/2015	<a href="#">21063</a>	Carlson's Fire Extinguisher Svc., Inc.	Accounts Payable	Cleared	Check	-76.05
02/19/2015	02/28/2015	<a href="#">21064</a>	Comcast	Accounts Payable	Cleared	Check	-197.35
02/19/2015	02/28/2015	<a href="#">21065</a>	Dave Stoldt	Accounts Payable	Cleared	Check	-292.66
02/19/2015	02/28/2015	<a href="#">21066</a>	David Olson, Inc.	Accounts Payable	Cleared	Check	-395.22
02/19/2015	02/28/2015	<a href="#">21067</a>	DeepWater Desal, Inc	Accounts Payable	Cleared	Check	-6,383.35
02/19/2015	02/28/2015	<a href="#">21068</a>	Employment Development Dept.	Accounts Payable	Cleared	Check	-3,904.62

**EXHIBIT 11-B****Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/19/2015	02/28/2015	<a href="#">21069</a>	Extra Space Storage	Accounts Payable	Cleared	Check	-644.00
02/19/2015	02/28/2015	<a href="#">21070</a>	Forestry Suppliers Inc.	Accounts Payable	Cleared	Check	-448.58
02/19/2015	02/28/2015	<a href="#">21071</a>	Home Depot Credit Services	Accounts Payable	Cleared	Check	-473.93
02/19/2015	02/28/2015	<a href="#">21072</a>	ICMA	Accounts Payable	Cleared	Check	-5,383.41
02/19/2015	02/28/2015	<a href="#">21073</a>	Lindberg, Tom	Accounts Payable	Cleared	Check	-197.78
02/19/2015	02/28/2015	<a href="#">21074</a>	Martin, Debra	Accounts Payable	Cleared	Check	-1,200.00
02/19/2015	02/28/2015	<a href="#">21075</a>	Michael Hutnak	Accounts Payable	Outstanding	Check	-3,060.00
02/19/2015	02/28/2015	<a href="#">21076</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-38.00
02/19/2015	02/28/2015	<a href="#">21077</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-32.00
02/19/2015	02/28/2015	<a href="#">21078</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/19/2015	02/28/2015	<a href="#">21079</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/19/2015	02/28/2015	<a href="#">21080</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/19/2015	02/28/2015	<a href="#">21081</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/19/2015	02/28/2015	<a href="#">21082</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-14.00
02/19/2015	02/28/2015	<a href="#">21083</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-32.00
02/19/2015	02/28/2015	<a href="#">21084</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-32.00
02/19/2015	02/28/2015	<a href="#">21085</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/19/2015		<a href="#">21086</a>	MoCo Recorder	Accounts Payable	Outstanding	Check	-29.00
02/19/2015		<a href="#">21087</a>	Monterey County Sheriff's Office	Accounts Payable	Outstanding	Check	-200.00
02/19/2015	02/28/2015	<a href="#">21088</a>	Pacific Smog	Accounts Payable	Cleared	Check	-93.18
02/19/2015	02/28/2015	<a href="#">21089</a>	Palace Office Supply	Accounts Payable	Cleared	Check	-135.13
02/19/2015	02/28/2015	<a href="#">21090</a>	Peninsula Welding Supply, Inc.	Accounts Payable	Cleared	Check	-105.45
02/19/2015	02/28/2015	<a href="#">21091</a>	PERS Retirement	Accounts Payable	Cleared	Check	-19,220.37
02/19/2015	02/28/2015	<a href="#">21092</a>	PG&E	Accounts Payable	Cleared	Check	-7,581.54
02/19/2015	02/28/2015	<a href="#">21093</a>	PG&E	Accounts Payable	Cleared	Check	-10.53
02/19/2015	02/28/2015	<a href="#">21094</a>	PG&E	Accounts Payable	Cleared	Check	-20.79
02/19/2015	02/28/2015	<a href="#">21095</a>	Prasad, Suresh	Accounts Payable	Cleared	Check	-100.00
02/19/2015	02/28/2015	<a href="#">21096</a>	Professional Liability Insurance Service	Accounts Payable	Cleared	Check	-39.01
02/19/2015	02/28/2015	<a href="#">21097</a>	RaboBank,N.A.	Accounts Payable	Cleared	Check	-6,072.51
02/19/2015	02/28/2015	<a href="#">21098</a>	Sentry Alarm Systems	Accounts Payable	Cleared	Check	-125.50
02/19/2015	02/28/2015	<a href="#">21099</a>	Tavani, Arlene	Accounts Payable	Cleared	Check	-510.64
02/19/2015	02/28/2015	<a href="#">21100</a>	Thomas Brand Consulting, LLC	Accounts Payable	Cleared	Check	-8,166.27
02/19/2015	02/28/2015	<a href="#">21101</a>	Tom Wilson	Accounts Payable	Cleared	Check	-10.34
02/20/2015	02/28/2015	<a href="#">21101</a>	Tom Wilson Reversal	Accounts Payable	Cleared	Check Reversal	10.34
02/19/2015	02/28/2015	<a href="#">21102</a>	U.S. Bank	Accounts Payable	Cleared	Check	-3,599.00
02/19/2015		<a href="#">21103</a>	Zone24x7	Accounts Payable	Outstanding	Check	-3,805.70
02/20/2015		<a href="#">21104</a>	ACWA-JPIA	Accounts Payable	Outstanding	Check	-65.78
02/20/2015		<a href="#">21105</a>	ACWA-JPIA	Accounts Payable	Outstanding	Check	-437.67
02/20/2015		<a href="#">21106</a>	AFLAC	Accounts Payable	Outstanding	Check	-1,342.30
02/20/2015	02/28/2015	<a href="#">21107</a>	Alliance for Water Efficiency	Accounts Payable	Cleared	Check	-500.00
02/20/2015		<a href="#">21108</a>	AT & T	Accounts Payable	Outstanding	Check	-176.81
02/20/2015		<a href="#">21109</a>	AT & T	Accounts Payable	Outstanding	Check	-1,632.82
02/20/2015		<a href="#">21110</a>	AT & T	Accounts Payable	Outstanding	Check	-515.18

**EXHIBIT 11-B****Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/20/2015		<a href="#">21111</a>	AT & T	Accounts Payable	Outstanding	Check	-89.34
02/20/2015		<a href="#">21112</a>	AT & T	Accounts Payable	Outstanding	Check	-45.40
02/20/2015	02/28/2015	<a href="#">21113</a>	Bell, Andy	Accounts Payable	Cleared	Check	-794.00
02/20/2015	02/28/2015	<a href="#">21114</a>	City of Monterey	Accounts Payable	Cleared	Check	-1,805.81
02/20/2015	02/28/2015	<a href="#">21115</a>	Cofer, Delores	Accounts Payable	Cleared	Check	-397.00
02/20/2015	02/28/2015	<a href="#">21116</a>	Government Finance Officers Association	Accounts Payable	Cleared	Check	-160.00
02/20/2015		<a href="#">21117</a>	Kent & Susan Johnson	Accounts Payable	Outstanding	Check	-83.25
02/20/2015		<a href="#">21118</a>	Laborers Trust Fund of Northern CA	Accounts Payable	Outstanding	Check	-24,932.00
02/20/2015		<a href="#">21119</a>	Martin's Irrigation Supply	Accounts Payable	Outstanding	Check	-367.80
02/20/2015		<a href="#">21120</a>	MRWPCA	Accounts Payable	Outstanding	Check	-934,695.06
02/20/2015	02/28/2015	<a href="#">21121</a>	Peninsula Welding Supply, Inc.	Accounts Payable	Cleared	Check	-52.72
02/20/2015		<a href="#">21122</a>	Standard Insurance Company	Accounts Payable	Outstanding	Check	-647.23
02/20/2015		<a href="#">21123</a>	Standard Insurance Company	Accounts Payable	Outstanding	Check	-1,493.74
02/20/2015		<a href="#">21124</a>	Telit Wireless Solutions	Accounts Payable	Outstanding	Check	-119.30
02/20/2015	02/28/2015	<a href="#">21125</a>	Thomas Brand Consulting, LLC	Accounts Payable	Cleared	Check	-8,595.00
02/20/2015		<a href="#">21126</a>	Tom Wilson	Accounts Payable	Outstanding	Check	-10.34
02/20/2015		<a href="#">21127</a>	Tyler Technologies	Accounts Payable	Outstanding	Check	-2,750.00
02/20/2015	02/28/2015	<a href="#">21128</a>	Universal Staffing Inc.	Accounts Payable	Cleared	Check	-811.20
02/20/2015		<a href="#">21129</a>	AINA GESSAMAN	Accounts Payable	Outstanding	Check	-500.00
02/20/2015		<a href="#">21130</a>	ALAN TUCKER	Accounts Payable	Outstanding	Check	-500.00
02/20/2015	02/28/2015	<a href="#">21131</a>	ALEX SEDILLOS	Accounts Payable	Cleared	Check	-750.00
02/20/2015	02/28/2015	<a href="#">21132</a>	ALFRED & STACY McKELVY	Accounts Payable	Cleared	Check	-875.00
02/20/2015		<a href="#">21133</a>	ALI F RODGERS	Accounts Payable	Outstanding	Check	-500.00
02/20/2015		<a href="#">21134</a>	ALISA BALESTERI	Accounts Payable	Outstanding	Check	-178.00
02/20/2015	02/28/2015	<a href="#">21135</a>	ANA KRUSEE	Accounts Payable	Cleared	Check	-396.00
02/20/2015		<a href="#">21136</a>	ARTHUR NOBIDA	Accounts Payable	Outstanding	Check	-298.00
02/20/2015		<a href="#">21137</a>	Bratty & Bluhm Real Estate	Accounts Payable	Outstanding	Check	-50.00
02/20/2015		<a href="#">21138</a>	CHERYLE D MERCER	Accounts Payable	Outstanding	Check	-50.00
02/20/2015		<a href="#">21139</a>	CHRISTOPHER L MILLER	Accounts Payable	Outstanding	Check	-125.00
02/20/2015	02/28/2015	<a href="#">21140</a>	DANIEL TIRRENO	Accounts Payable	Cleared	Check	-625.00
02/20/2015	02/28/2015	<a href="#">21141</a>	DAVID & VICKI DUKE	Accounts Payable	Cleared	Check	-500.00
02/20/2015	02/28/2015	<a href="#">21142</a>	DEBRA PERLMAN	Accounts Payable	Cleared	Check	-500.00
02/20/2015	02/28/2015	<a href="#">21143</a>	FRANK J DA SILVA	Accounts Payable	Cleared	Check	-119.00
02/20/2015		<a href="#">21144</a>	GAIL SWIHART	Accounts Payable	Outstanding	Check	-500.00
02/20/2015		<a href="#">21145</a>	GROVER MEYROSE	Accounts Payable	Outstanding	Check	-1,937.50
02/20/2015		<a href="#">21146</a>	JANET LOWERY	Accounts Payable	Outstanding	Check	-500.00
02/20/2015	02/28/2015	<a href="#">21147</a>	JOHN & PATRICE BELL	Accounts Payable	Cleared	Check	-500.00
02/20/2015		<a href="#">21148</a>	JOSE MARTINEZ	Accounts Payable	Outstanding	Check	-50.00
02/20/2015	02/28/2015	<a href="#">21149</a>	JOSEPH PIRONI	Accounts Payable	Cleared	Check	-198.00
02/20/2015	02/28/2015	<a href="#">21150</a>	JUDI RICUPERO	Accounts Payable	Cleared	Check	-178.00
02/20/2015	02/28/2015	<a href="#">21151</a>	LISA MARIE PHARES	Accounts Payable	Cleared	Check	-200.00
02/20/2015		<a href="#">21152</a>	MAGGIE S RICHARDSON	Accounts Payable	Outstanding	Check	-198.00
02/20/2015		<a href="#">21153</a>	Mandy Vaughan	Accounts Payable	Outstanding	Check	-500.00

**EXHIBIT 11-B****Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/20/2015	02/28/2015	<a href="#">21154</a>	MARIE LARSON	Accounts Payable	Cleared	Check	-50.00
02/20/2015		<a href="#">21155</a>	MARION AMBROSE	Accounts Payable	Outstanding	Check	-50.00
02/20/2015	02/28/2015	<a href="#">21156</a>	MARK BEKKER	Accounts Payable	Cleared	Check	-125.00
02/20/2015		<a href="#">21157</a>	MARK NAPIER	Accounts Payable	Outstanding	Check	-500.00
02/20/2015		<a href="#">21158</a>	MICHELLE HOWARD	Accounts Payable	Outstanding	Check	-50.00
02/20/2015		<a href="#">21159</a>	NARAYANAN K MENON	Accounts Payable	Outstanding	Check	-50.00
02/20/2015		<a href="#">21160</a>	PATRICIA BEAN	Accounts Payable	Outstanding	Check	-500.00
02/20/2015	02/28/2015	<a href="#">21161</a>	PATRICK O'KEEFE	Accounts Payable	Cleared	Check	-300.00
02/20/2015		<a href="#">21162</a>	Patrick Rovick	Accounts Payable	Outstanding	Check	-500.00
02/20/2015		<a href="#">21163</a>	ROMAN PEREZ	Accounts Payable	Outstanding	Check	-100.00
02/20/2015	02/28/2015	<a href="#">21164</a>	STEPHEN TIMSAK	Accounts Payable	Cleared	Check	-500.00
02/20/2015		<a href="#">21165</a>	Suzanne Weichert	Accounts Payable	Outstanding	Check	-125.00
02/20/2015	02/28/2015	<a href="#">21166</a>	THOMAS GRIFFIN	Accounts Payable	Cleared	Check	-50.00
02/20/2015		<a href="#">21167</a>	WILLIAM GRIMM	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21168</a>	ALEXANDRA KANE	Accounts Payable	Outstanding	Check	-496.56
02/25/2015		<a href="#">21169</a>	AMERICAN LEGION POST 512	Accounts Payable	Outstanding	Check	-150.00
02/25/2015		<a href="#">21170</a>	ANN FIRSTMAN	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21171</a>	ANN TAYLOR	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21172</a>	Barbara Lowell	Accounts Payable	Outstanding	Check	-125.00
02/25/2015		<a href="#">21173</a>	BENJAMIN USI	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21174</a>	BILL CLAUSEN	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21175</a>	BRUCE MEHRINGER	Accounts Payable	Outstanding	Check	-303.00
02/25/2015		<a href="#">21176</a>	CAROL GLAZIER	Accounts Payable	Outstanding	Check	-99.00
02/25/2015		<a href="#">21177</a>	CAROLYN MC FARLAND	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21178</a>	CHRISTINE HARTER	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21179</a>	Christopher Smith	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21180</a>	CLAUDIA KERBEL	Accounts Payable	Outstanding	Check	-125.00
02/25/2015		<a href="#">21181</a>	DALE MCINTURF	Accounts Payable	Outstanding	Check	-150.00
02/25/2015		<a href="#">21182</a>	DAN SMITH	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21183</a>	DAVID FOORD	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21184</a>	DAVID LEWIS	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21185</a>	DON SOUTHARD	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21186</a>	DONALD & MELISSA MANNIX	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21187</a>	DORA DRAPER	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21188</a>	DUNCAN CLARKE	Accounts Payable	Outstanding	Check	-125.00
02/25/2015		<a href="#">21189</a>	ELIZABETH A MODENA	Accounts Payable	Outstanding	Check	-125.00
02/25/2015		<a href="#">21190</a>	ELIZABETH ELEANOR OCHS	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21191</a>	ELIZABETH ORLANDO	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21192</a>	ELIZABETH SCHMITZ	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21193</a>	ELIZABETH SHERARD	Accounts Payable	Outstanding	Check	-125.00
02/25/2015		<a href="#">21194</a>	ELLEN TAYLOR	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21195</a>	FELICITAS GONZALES	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21196</a>	Francisca Haws	Accounts Payable	Outstanding	Check	-500.00

**EXHIBIT 11-B****Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015 Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/25/2015		<a href="#">21197</a>	GABRIELE SWANSON	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21198</a>	GARY HOFSCHEIER	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21199</a>	GARY L WASHBURN	Accounts Payable	Outstanding	Check	-400.00
02/25/2015		<a href="#">21200</a>	GERNOT LEITZINGER	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21201</a>	HEATHER CONNER	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21202</a>	JANE CURTNER	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21203</a>	JAY EDELMAN	Accounts Payable	Outstanding	Check	-494.99
02/25/2015		<a href="#">21204</a>	JAYNE HAHIN	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21205</a>	JEFFREY MITCHELL	Accounts Payable	Outstanding	Check	-150.00
02/25/2015		<a href="#">21206</a>	JOE CAPPUCCIO	Accounts Payable	Outstanding	Check	-1,000.00
02/25/2015		<a href="#">21207</a>	JOEL SIMMONS	Accounts Payable	Outstanding	Check	-750.00
02/25/2015		<a href="#">21208</a>	JOHN & DEBRA BUONAGUIDI	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21209</a>	JOHN WANG	Accounts Payable	Outstanding	Check	-125.00
02/25/2015		<a href="#">21210</a>	JONATHAN P SIEGEL	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21211</a>	JONATHAN SIEGEL	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21212</a>	JOYCE NEWELL	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21213</a>	JULIE HUGHETT	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21214</a>	JULIE ROSENAU	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21215</a>	KAY MORRIS	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21216</a>	LANE LOYKO	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21217</a>	LINDA BEARD	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21218</a>	LUISA & MARSY LARA	Accounts Payable	Outstanding	Check	-399.00
02/25/2015		<a href="#">21219</a>	MATT WHITMAN	Accounts Payable	Outstanding	Check	-100.00
02/25/2015		<a href="#">21220</a>	MAUREEN OLIVER	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21221</a>	MAURICE COURY	Accounts Payable	Outstanding	Check	-125.00
02/25/2015		<a href="#">21222</a>	MICHAEL E CROFT	Accounts Payable	Outstanding	Check	-180.00
02/25/2015		<a href="#">21223</a>	MINYUNG SONG	Accounts Payable	Outstanding	Check	-50.00
02/25/2015		<a href="#">21224</a>	MONTE BAGGS	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21225</a>	NANCY DAWSON	Accounts Payable	Outstanding	Check	-230.99
02/25/2015		<a href="#">21226</a>	NATALIE A STEWART	Accounts Payable	Outstanding	Check	-298.00
02/25/2015		<a href="#">21227</a>	NELSON RIVERA	Accounts Payable	Outstanding	Check	-100.00
02/25/2015		<a href="#">21228</a>	ONSY SHENOUDA	Accounts Payable	Outstanding	Check	-100.00
02/25/2015		<a href="#">21229</a>	PATRICIA LESTER	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21230</a>	PATRICK STAFFORD	Accounts Payable	Outstanding	Check	-100.00
02/25/2015		<a href="#">21231</a>	Paul Lord	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21232</a>	Regis Nogueira	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21233</a>	RICHARD BEDAYN	Accounts Payable	Outstanding	Check	-100.00
02/25/2015		<a href="#">21234</a>	RICHARD MORRISS	Accounts Payable	Outstanding	Check	-148.00
02/25/2015		<a href="#">21235</a>	RICHARD SINCLAIR SR	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21236</a>	Rico B Rosellon	Accounts Payable	Outstanding	Check	-700.00
02/25/2015		<a href="#">21237</a>	ROBERT REITER	Accounts Payable	Outstanding	Check	-376.00
02/25/2015		<a href="#">21238</a>	ROBERTO LEBRIJA	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21239</a>	Roy Anderson	Accounts Payable	Outstanding	Check	-50.00



**EXHIBIT 11-B**

**Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015    Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/25/2015		<a href="#">21240</a>	SADRI & EVELYN MUSAVI	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21241</a>	SHARON GEDRYN	Accounts Payable	Outstanding	Check	-200.00
02/25/2015		<a href="#">21242</a>	TAMMIE TIMMION	Accounts Payable	Outstanding	Check	-100.00
02/25/2015		<a href="#">21243</a>	TERRANCE K McCLEEREY	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21244</a>	THE ROBERT S DITMORE TRUST	Accounts Payable	Outstanding	Check	-550.00
02/25/2015		<a href="#">21245</a>	THOMAS WARD	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21246</a>	TIM SADLER	Accounts Payable	Outstanding	Check	-400.00
02/25/2015		<a href="#">21247</a>	Wagner Correia de Souza	Accounts Payable	Outstanding	Check	-500.00
02/25/2015		<a href="#">21248</a>	WILLIAM QUERFURTH	Accounts Payable	Outstanding	Check	-178.00
02/25/2015		<a href="#">21249</a>	YASMIN AL-SHAWAF	Accounts Payable	Outstanding	Check	-500.00
02/26/2015		<a href="#">21250</a>	AFLAC	Accounts Payable	Outstanding	Check	-67.50
02/26/2015		<a href="#">21251</a>	AT&T Long Distance	Accounts Payable	Outstanding	Check	-814.33
02/26/2015		<a href="#">21252</a>	CalPers Long Term Care Program	Accounts Payable	Outstanding	Check	-53.96
02/26/2015		<a href="#">21253</a>	Carmel Valley Trail and Saddle Club	Accounts Payable	Outstanding	Check	-163.50
02/26/2015		<a href="#">21254</a>	CDW Government	Accounts Payable	Outstanding	Check	-1,281.99
02/26/2015		<a href="#">21255</a>	Central Coast Exterminator	Accounts Payable	Outstanding	Check	-104.00
02/26/2015		<a href="#">21256</a>	David Olson, Inc.	Accounts Payable	Outstanding	Check	-840.52
02/26/2015		<a href="#">21257</a>	EWING	Accounts Payable	Outstanding	Check	-100.00
02/26/2015		<a href="#">21258</a>	Hayashi & Wayland Accountancy Corp.	Accounts Payable	Outstanding	Check	-2,000.00
02/26/2015		<a href="#">21259</a>	KBA Docusys - Lease Payments	Accounts Payable	Outstanding	Check	-1,023.43
02/26/2015		<a href="#">21260</a>	M.J. Murphy	Accounts Payable	Outstanding	Check	-33.91
02/26/2015		<a href="#">21261</a>	Martin's Irrigation Supply	Accounts Payable	Outstanding	Check	-13.40
02/26/2015	02/28/2015	<a href="#">21262</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-38.00
02/26/2015	02/28/2015	<a href="#">21263</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/26/2015	02/28/2015	<a href="#">21264</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/26/2015	02/28/2015	<a href="#">21265</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/26/2015	02/28/2015	<a href="#">21266</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/26/2015	02/28/2015	<a href="#">21267</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/26/2015	02/28/2015	<a href="#">21268</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-32.00
02/26/2015	02/28/2015	<a href="#">21269</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/26/2015	02/28/2015	<a href="#">21270</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-26.00
02/26/2015	02/28/2015	<a href="#">21271</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-61.00
02/26/2015	02/28/2015	<a href="#">21272</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-29.00
02/26/2015	02/28/2015	<a href="#">21273</a>	MoCo Recorder	Accounts Payable	Cleared	Check	-32.00
02/26/2015		<a href="#">21274</a>	OneSource Office Systems	Accounts Payable	Outstanding	Check	-83.41
02/26/2015		<a href="#">21275</a>	PG & E 3127875782-3	Accounts Payable	Outstanding	Check	-385.08
02/26/2015		<a href="#">21276</a>	PG&E	Accounts Payable	Outstanding	Check	-1,436.72
02/26/2015	02/28/2015	<a href="#">21277</a>	Tavani, Arlene	Accounts Payable	Cleared	Check	-61.51
02/26/2015		<a href="#">21278</a>	Universal Staffing Inc.	Accounts Payable	Outstanding	Check	-648.96
<b>Bank Account 111 Total: (333)</b>							<b>-1,422,859.26</b>
<b>Report Total: (333)</b>							<b>-1,422,859.26</b>

**EXHIBIT 11-B**

**Summary**

Bank Account	Count	Amount
<a href="#">111 Bank of America Checking</a>	333	-1,422,859.26
<b>Report Total:</b>	<b>333</b>	<b>-1,422,859.26</b>

Cash Account	Count	Amount
<a href="#">99 99-10-100100 Pool Cash Account</a>	333	-1,422,859.26
<b>Report Total:</b>	<b>333</b>	<b>-1,422,859.26</b>

Transaction Type	Count	Amount
Check	329	-1,435,638.69
Check Reversal	4	12,779.43
<b>Report Total:</b>	<b>333</b>	<b>-1,422,859.26</b>

## Payroll Bank Transaction Report



Monterey Peninsula Water Mgmt District

By Payment Number

Date: 2/1/2015 - 2/28/2015

Payroll Set: 01 - Monterey Peninsula Water Management District

Payment Number	Payment Date	Payment Type	Employee		Check Amount	Direct Deposit	Total Payment
			Number	Employee Name		Amount	
1290	02/06/2015	Regular	1024	Stoldt, David J	0	5808.32	5808.32
1291	02/06/2015	Regular	1025	Tavani, Arlene M	0	1898.82	1898.82
1292	02/06/2015	Regular	1006	Dudley, Mark A	0	2897.37	2897.37
1293	02/06/2015	Regular	1039	Flores, Elizabeth	0	1959.02	1959.02
1294	02/06/2015	Regular	1018	Prasad, Suresh	0	3618.3	3618.3
1295	02/06/2015	Regular	1019	Reyes, Sara C	0	1854.02	1854.02
1296	02/06/2015	Regular	1020	Sandoval, Eric J	0	1944.25	1944.25
1297	02/06/2015	Regular	1021	Schmidlin, Cynthia L	0	1764.01	1764.01
1298	02/06/2015	Regular	1022	Soto, Paula	0	1230.02	1230.02
1299	02/06/2015	Regular	1002	Bekker, Mark	0	1635.32	1635.32
1300	02/06/2015	Regular	1005	Christensen, Thomas T	0	2561.67	2561.67
1301	02/06/2015	Regular	1008	Hampson, Larry M	0	3091.57	3091.57
1302	02/06/2015	Regular	1013	Lyons, Matthew J	0	1650.12	1650.12
1303	02/06/2015	Regular	6029	Snyder, Alexander G.	0	406.49	406.49
1304	02/06/2015	Regular	1023	Stern, Henrietta L	0	2152.43	2152.43
1305	02/06/2015	Regular	6028	Atkins, Daniel N.	0	508.34	508.34
1306	02/06/2015	Regular	1004	Chaney, Beverly M	0	2316.57	2316.57
1307	02/06/2015	Regular	6010	Gonnerman, Maryan C	0	81.73	81.73
1308	02/06/2015	Regular	6001	Gwinn, Abigail E	0	364.33	364.33
1309	02/06/2015	Regular	1007	Hamilton, Cory R	0	2042.86	2042.86
1310	02/06/2015	Regular	1009	James, Gregory W	0	2943.55	2943.55
1311	02/06/2015	Regular	1011	Lear, Jonathan P	0	2744.2	2744.2
1312	02/06/2015	Regular	1012	Lindberg, Thomas L	0	2169.06	2169.06
1313	02/06/2015	Regular	1016	Oliver, Joseph W	0	2628.68	2628.68
1314	02/06/2015	Regular	1026	Urquhart, Kevan A	0	2143.9	2143.9
1315	02/06/2015	Regular	1001	Ayala, Gabriela D	0	1663.59	1663.59
1316	02/06/2015	Regular	1003	Boles, Michael T	0	1778.99	1778.99
1317	02/06/2015	Regular	1010	Kister, Stephanie L	0	1914.74	1914.74
1318	02/06/2015	Regular	1017	Locke, Stephanie L	0	2703	2703
1319	02/06/2015	Regular	1014	Martin, Debra S	0	1704.22	1704.22
1320	02/20/2015	Regular	1024	Stoldt, David J	0	5808.32	5808.32
1321	02/20/2015	Regular	1025	Tavani, Arlene M	0	1898.82	1898.82
1322	02/20/2015	Regular	1006	Dudley, Mark A	0	2897.38	2897.38
1323	02/20/2015	Regular	1039	Flores, Elizabeth	0	1959.02	1959.02
1324	02/20/2015	Regular	1018	Prasad, Suresh	0	3618.3	3618.3
1325	02/20/2015	Regular	1019	Reyes, Sara C	0	1854.02	1854.02
1326	02/20/2015	Regular	1020	Sandoval, Eric J	0	1944.26	1944.26
1327	02/20/2015	Regular	1021	Schmidlin, Cynthia L	0	1801.41	1801.41
1328	02/20/2015	Regular	1022	Soto, Paula	0	1293.37	1293.37
1329	02/20/2015	Regular	1002	Bekker, Mark	0	1635.33	1635.33
1330	02/20/2015	Regular	1005	Christensen, Thomas T	0	2561.69	2561.69
1331	02/20/2015	Regular	1008	Hampson, Larry M	0	3091.57	3091.57
1332	02/20/2015	Regular	1013	Lyons, Matthew J	0	1650.13	1650.13
1333	02/20/2015	Regular	6029	Snyder, Alexander G.	0	440.45	440.45
1334	02/20/2015	Regular	1023	Stern, Henrietta L	0	2152.44	2152.44
1335	02/20/2015	Regular	6028	Atkins, Daniel N.	0	511.29	511.29
1336	02/20/2015	Regular	1004	Chaney, Beverly M	0	2316.58	2316.58
1337	02/20/2015	Regular	6010	Gonnerman, Maryan C	0	352.2	352.2
1338	02/20/2015	Regular	6001	Gwinn, Abigail E	0	214.54	214.54
1339	02/20/2015	Regular	1007	Hamilton, Cory R	0	2042.87	2042.87
1340	02/20/2015	Regular	1009	James, Gregory W	0	2943.56	2943.56
1341	02/20/2015	Regular	1011	Lear, Jonathan P	0	2744.19	2744.19
1342	02/20/2015	Regular	1012	Lindberg, Thomas L	0	2169.06	2169.06
1343	02/20/2015	Regular	1016	Oliver, Joseph W	0	2628.68	2628.68
1344	02/20/2015	Regular	1026	Urquhart, Kevan A	0	2143.91	2143.91
1345	02/20/2015	Regular	1001	Ayala, Gabriela D	0	1663.59	1663.59
1346	02/20/2015	Regular	1003	Boles, Michael T	0	1778.98	1778.98

**EXHIBIT 11-C**

<b>Payment</b>				<b>Employee</b>	<b>Direct Deposit</b>		
<b>Number</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Number</b>	<b>Employee Name</b>	<b>Check Amount</b>	<b>Amount</b>	<b>Total Payment</b>
1347	02/20/2015	Regular	1010	Kister, Stephanie L	0	1780.12	1780.12
1348	02/20/2015	Regular	1017	Locke, Stephanie L	0	2703	2703
1349	02/20/2015	Regular	1014	Martin, Debra S	0	1704.2	1704.2
20992	02/05/2015	Regular	7006	Brower, Sr., Robert S	406.34	0	406.34
20993	02/05/2015	Regular	7007	Byrne, Jeannie	406.34	0	406.34
20994	02/05/2015	Regular	7013	Clarke, Andrew	304.75	0	304.75
20995	02/05/2015	Regular	7003	Lewis, Brenda	386.57	0	386.57
20996	02/05/2015	Regular	7005	Markey, Kristina A	507.92	0	507.92
R-20996	02/05/2015	Reversal	7005	Markey, Kristina A	-507.92	0	-507.92
20997	02/05/2015	Regular	7001	Pendergrass, David K	203.17	0	203.17
20998	02/05/2015	Regular	7004	Potter, David L	203.17	0	203.17
					<b>TOTAL</b>		<b>\$ 126,393.11</b>

**EXHIBIT 11-D**



Monterey Peninsula Water Mgmt District

**Bank Transaction Report**

**Transaction Detail**

Issued Date Range: 02/01/2015 - 02/28/2015

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
<b>Bank Account: 111 - Bank of America Checking</b>							
02/05/2015	02/28/2015	<a href="#">DFT0000544</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-19.77
02/05/2015	02/28/2015	<a href="#">DFT0000545</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-76.58
02/05/2015	02/28/2015	<a href="#">DFT0000546</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-327.36
02/06/2015	02/28/2015	<a href="#">DFT0000541</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-10,391.32
02/06/2015	02/28/2015	<a href="#">DFT0000542</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-2,146.86
02/06/2015	02/28/2015	<a href="#">DFT0000543</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-190.60
02/20/2015	02/28/2015	<a href="#">DFT0000548</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-10,477.81
02/20/2015	02/28/2015	<a href="#">DFT0000549</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-2,152.70
02/20/2015	02/28/2015	<a href="#">DFT0000550</a>	I.R.S.	Accounts Payable	Cleared	Bank Draft	-212.16
02/28/2015	02/28/2015	<a href="#">SVC0000048</a>	To record bank charge Feb/15	General Ledger	Cleared	Service Charge	-289.33
<b>Bank Account 111 Total: (10)</b>							<b>-26,284.49</b>
<b>Report Total: (10)</b>							<b>-26,284.49</b>

**EXHIBIT 11-D**

**Bank Transaction Report**

Issued Date Range: 02/01/2015 - 02/28/2015 Cleared Date Range: -

**Summary**

Bank Account	Count	Amount
<a href="#">111 Bank of America Checking</a>	10	-26,284.49
<b>Report Total:</b>	<b>10</b>	<b>-26,284.49</b>

Cash Account	Count	Amount
<a href="#">99 99-10-100100 Pool Cash Account</a>	10	-26,284.49
<b>Report Total:</b>	<b>10</b>	<b>-26,284.49</b>

Transaction Type	Count	Amount
Bank Draft	9	-25,995.16
Service Charge	1	-289.33
<b>Report Total:</b>	<b>10</b>	<b>-26,284.49</b>

**EXHIBIT 11-E**

**Statement of Revenue Over Expense - No Decimals**

**Group Summary**

For Fiscal: 2014-2015 Period Ending: 02/28/2015



Monterey Peninsula Water Mgmt District

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue</b>								
R100 - Water Supply Charge	0	283,220	-283,220	0.00 %	2,024,551	3,400,000	-1,375,449	-59.55 %
R110 - Mitigation Revenue	157,300	165,101	-7,801	-95.28 %	786,500	1,982,000	-1,195,500	-39.68 %
R120 - Property Taxes Revenues	0	124,950	-124,950	0.00 %	887,592	1,500,000	-612,408	-59.17 %
R130 - User Fees	4,011	6,248	-2,237	-64.19 %	34,563	75,000	-40,437	-46.08 %
R140 - Connection Charges	25,211	14,578	10,634	-172.95 %	76,138	175,000	-98,862	-43.51 %
R150 - Permit Processing Fee	16,323	14,578	1,746	-111.97 %	100,963	175,000	-74,037	-57.69 %
R160 - Well Registration Fee	0	0	0	0.00 %	1,750	0	1,750	0.00 %
R190 - WDS Permits Rule 21	1,440	4,665	-3,225	-30.87 %	27,713	56,000	-28,287	-49.49 %
R200 - Recording Fees	1,205	666	539	-180.82 %	7,348	8,000	-652	-91.85 %
R210 - Legal Fees	285	1,250	-965	-22.81 %	1,554	15,000	-13,446	-10.36 %
R220 - Copy Fee	0	0	0	0.00 %	70	0	70	0.00 %
R230 - Miscellaneous - Other	64	1,250	-1,186	-5.11 %	2,614	15,000	-12,386	-17.43 %
R240 - Insurance Refunds	400	0	400	0.00 %	6,729	0	6,729	0.00 %
R250 - Interest Income	172	1,249	-1,078	-13.73 %	8,512	15,000	-6,488	-56.74 %
R260 - CAW - ASR	0	39,393	-39,393	0.00 %	136,593	472,900	-336,307	-28.88 %
R270 - CAW - Rebates	36,746	58,310	-21,564	-63.02 %	887,309	700,000	187,309	-126.76 %
R280 - CAW - Conservation	0	29,422	-29,422	0.00 %	0	353,200	-353,200	0.00 %
R290 - CAW - Miscellaneous	0	583	-583	0.00 %	0	7,000	-7,000	0.00 %
R300 - Watermaster	37,506	5,748	31,759	-652.55 %	37,506	69,000	-31,494	-54.36 %
R310 - Other Reimbursements	0	2,832	-2,832	0.00 %	0	34,000	-34,000	0.00 %
R320 - Grants	1,830	51,479	-49,649	-3.55 %	169,214	618,000	-448,786	-27.38 %
R500 - Capital Equipment Reserve	0	7,322	-7,322	0.00 %	0	87,900	-87,900	0.00 %
R520 - Flood/Drought Reserve	0	3,332	-3,332	0.00 %	0	40,000	-40,000	0.00 %
R600 - Water Supply Charge Carry Forward	0	94,795	-94,795	0.00 %	0	1,138,000	-1,138,000	0.00 %
<b>Total Revenue:</b>	<b>282,493</b>	<b>910,969</b>	<b>-628,476</b>	<b>-31.01 %</b>	<b>5,197,221</b>	<b>10,936,000</b>	<b>-5,738,779</b>	<b>-47.52 %</b>

**EXHIBIT 11-E**

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>								
<b>Level1: 100 - Personnel Costs</b>								
1100 - Salaries & Wages	174,147	188,375	14,228	92.45 %	1,451,540	2,261,400	809,860	64.19 %
1110 - Manager's Auto Allowance	462	400	-62	115.43 %	3,369	4,800	1,431	70.19 %
1120 - Manager's Deferred Comp	600	583	-17	102.90 %	4,731	7,000	2,269	67.58 %
1130 - Unemployment Compensation	0	250	250	0.00 %	0	3,000	3,000	0.00 %
1140 - Insurance Opt-Out Supplemental	1,235	0	-1,235	0.00 %	10,561	0	-10,561	0.00 %
1150 - Temporary Personnel	3,083	3,399	316	90.70 %	25,216	40,800	15,584	61.80 %
1160 - PERS Retirement	31,317	32,937	1,620	95.08 %	270,648	395,400	124,752	68.45 %
1170 - Medical Insurance	23,372	32,554	9,182	71.80 %	191,002	390,800	199,798	48.87 %
1180 - Medical Insurance - Retirees	3,892	0	-3,892	0.00 %	38,277	0	-38,277	0.00 %
1190 - Workers Compensation	3,030	3,274	243	92.57 %	26,518	39,300	12,782	67.48 %
1200 - Life Insurance	433	0	-433	0.00 %	3,455	0	-3,455	0.00 %
1210 - Long Term Disability Insurance	945	0	-945	0.00 %	7,569	0	-7,569	0.00 %
1220 - Short Term Disability Insurance	174	0	-174	0.00 %	1,391	0	-1,391	0.00 %
1230 - Other Benefits	154	0	-154	0.00 %	1,235	0	-1,235	0.00 %
1260 - Employee Assistance Program	66	0	-66	0.00 %	526	0	-526	0.00 %
1270 - FICA Tax Expense	331	0	-331	0.00 %	2,708	0	-2,708	0.00 %
1280 - Medicare Tax Expense	2,180	2,299	119	94.82 %	18,838	27,600	8,762	68.26 %
1290 - Staff Development & Training	0	2,557	2,557	0.00 %	1,918	30,700	28,782	6.25 %
1300 - Conference Registration	65	0	-65	0.00 %	3,135	0	-3,135	0.00 %
1310 - Professional Dues	150	0	-150	0.00 %	1,515	0	-1,515	0.00 %
1320 - Personnel Recruitment	386	150	-236	257.17 %	1,967	1,800	-167	109.25 %
<b>Total Level1: 100 - Personnel Costs:</b>	<b>246,021</b>	<b>266,777</b>	<b>20,756</b>	<b>92.22 %</b>	<b>2,066,119</b>	<b>3,202,600</b>	<b>1,136,481</b>	<b>64.51 %</b>
<b>Level1: 200 - Supplies and Services</b>								
2100 - Board Member Compensation	2,090	3,082	992	67.81 %	18,040	37,000	18,960	48.76 %
2110 - Board Expenses	0	375	375	0.00 %	1,495	4,500	3,005	33.22 %
2120 - Insurance Expense	3,445	3,749	303	91.91 %	28,628	45,000	16,372	63.62 %
2130 - Membership Dues	660	2,499	1,839	26.41 %	24,333	30,000	5,667	81.11 %
2135 - Public Outreach	0	0	0	0.00 %	2,149	0	-2,149	0.00 %
2140 - Bank Charges	333	292	-42	114.28 %	2,733	3,500	767	78.08 %
2150 - Office Supplies	1,902	2,641	738	72.04 %	21,860	31,700	9,840	68.96 %
2160 - Meeting Expenses	30	675	645	4.45 %	1,253	8,100	6,847	15.47 %
2170 - Printing/Photocopy	510	1,983	1,472	25.75 %	1,947	23,800	21,853	8.18 %
2180 - Miscellaneous Expenses	0	625	625	0.00 %	2,600	7,500	4,900	34.67 %
2190 - IT Supplies/Services	7,356	7,205	-150	102.08 %	56,696	86,500	29,804	65.54 %
2200 - Professional Fees	8,600	9,979	1,379	86.18 %	92,350	119,800	27,450	77.09 %
2210 - Legal	30,422	33,320	2,898	91.30 %	197,265	400,000	202,735	49.32 %
2220 - Legal Notices	0	358	358	0.00 %	231	4,300	4,069	5.36 %
2230 - Rent	1,689	1,741	52	97.01 %	13,512	20,900	7,388	64.65 %
2235 - Equipment Lease	0	1,416	1,416	0.00 %	8,398	17,000	8,602	49.40 %
2240 - Telephone	4,821	2,782	-2,039	173.29 %	33,404	33,400	-4	100.01 %



**EXHIBIT 11-E****Statement of Revenue Over Expense - No Decimals**

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
2250 - Utilities	3,570	2,940	-629	121.40 %	31,764	35,300	3,536	89.98 %
2260 - Facility Maintenance	2,968	2,874	-94	103.28 %	20,751	34,500	13,749	60.15 %
2270 - Travel Expenses	221	1,916	1,695	11.53 %	11,718	23,000	11,282	50.95 %
2280 - Transportation	2,235	2,582	347	86.56 %	15,636	31,000	15,364	50.44 %
2900 - Operating Supplies	704	1,799	1,095	39.13 %	11,563	21,600	10,037	53.53 %
<b>Total Level1: 200 - Supplies and Services:</b>	<b>71,558</b>	<b>84,833</b>	<b>13,275</b>	<b>84.35 %</b>	<b>598,327</b>	<b>1,018,400</b>	<b>420,073</b>	<b>58.75 %</b>
<b>Level1: 300 - Other Expenses</b>								
3000 - Project Expenses	92,841	517,376	424,535	17.94 %	3,164,334	6,211,000	3,046,666	50.95 %
4000 - Fixed Asset Purchases	0	16,577	16,577	0.00 %	43,067	199,000	155,933	21.64 %
5000 - Debt Service	0	19,159	19,159	0.00 %	77,544	230,000	152,456	33.71 %
6000 - Contingencies	0	6,247	6,247	0.00 %	0	75,000	75,000	0.00 %
<b>Total Level1: 300 - Other Expenses:</b>	<b>92,841</b>	<b>559,359</b>	<b>466,518</b>	<b>16.60 %</b>	<b>3,284,945</b>	<b>6,715,000</b>	<b>3,430,055</b>	<b>48.92 %</b>
<b>Total Expense:</b>	<b>410,420</b>	<b>910,969</b>	<b>500,549</b>	<b>45.05 %</b>	<b>5,949,391</b>	<b>10,936,000</b>	<b>4,986,609</b>	<b>54.40 %</b>
<b>Report Total:</b>	<b>-127,927</b>	<b>0</b>	<b>-127,927</b>		<b>-752,170</b>	<b>0</b>	<b>-752,170</b>	

**EXHIBIT 11-E**

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2014-2015 Period Ending: 02/28/2015

**Fund Summary**

<b>Fund</b>	<b>February Activity</b>	<b>February Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Used</b>	<b>YTD Activity</b>	<b>Total Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Used</b>
24 - MITIGATION FUND	16,962	0	16,962		-529,097	0	-529,097	
26 - CONSERVATION FUND	-62,486	0	-62,486		-391,994	0	-391,994	
35 - WATER SUPPLY FUND	-82,403	0	-82,403		168,921	0	168,921	
<b>Report Total:</b>	<b>-127,927</b>	<b>0.07</b>	<b>-127,927</b>		<b>-752,170</b>	<b>0</b>	<b>-752,170</b>	

**EXHIBIT 11-E**

**Statement of Revenue Over Expense - No Decimals**

**Group Summary**

For Fiscal: 2014-2015 Period Ending: 02/28/2015



Monterey Peninsula Water Mgmt District

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 24 - MITIGATION FUND</b>								
<b>Revenue</b>								
R110 - Mitigation Revenue	157,300	165,101	-7,801	-95.28 %	786,500	1,982,000	-1,195,500	-39.68 %
R120 - Property Taxes Revenues	0	4,761	-4,761	0.00 %	29,083	57,150	-28,067	-50.89 %
R130 - User Fees	3,386	6,248	-2,862	-54.19 %	29,179	75,000	-45,821	-38.90 %
R160 - Well Registration Fee	0	0	0	0.00 %	1,750	0	1,750	0.00 %
R190 - WDS Permits Rule 21	1,440	4,665	-3,225	-30.87 %	27,713	56,000	-28,287	-49.49 %
R230 - Miscellaneous - Other	0	1,250	-1,250	0.00 %	0	15,000	-15,000	0.00 %
R250 - Interest Income	170	537	-367	-31.72 %	1,774	6,450	-4,676	-27.50 %
R290 - CAW - Miscellaneous	0	583	-583	0.00 %	0	7,000	-7,000	0.00 %
R310 - Other Reimbursements	0	1,708	-1,708	0.00 %	0	20,500	-20,500	0.00 %
R320 - Grants	0	51,479	-51,479	0.00 %	163,464	618,000	-454,536	-26.45 %
R500 - Capital Equipment Reserve	0	3,582	-3,582	0.00 %	0	43,000	-43,000	0.00 %
<b>Total Revenue:</b>	<b>162,296</b>	<b>239,912</b>	<b>-77,616</b>	<b>-67.65 %</b>	<b>1,039,463</b>	<b>2,880,100</b>	<b>-1,840,637</b>	<b>-36.09 %</b>

**EXHIBIT 11-E**

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>								
<b>Level1: 100 - Personnel Costs</b>								
1100 - Salaries & Wages	74,527	79,951	5,424	93.22 %	613,757	959,800	346,043	63.95 %
1110 - Manager's Auto Allowance	92	79	-13	116.64 %	674	950	276	70.93 %
1120 - Manager's Deferred Comp	120	117	-3	102.90 %	946	1,400	454	67.59 %
1130 - Unemployment Compensation	0	100	100	0.00 %	0	1,200	1,200	0.00 %
1140 - Insurance Opt-Out Supplemental	312	0	-312	0.00 %	2,671	0	-2,671	0.00 %
1150 - Temporary Personnel	0	37	37	0.00 %	0	450	450	0.00 %
1160 - PERS Retirement	13,479	14,028	548	96.09 %	114,990	168,400	53,410	68.28 %
1170 - Medical Insurance	10,565	14,119	3,554	74.83 %	84,521	169,500	84,979	49.86 %
1180 - Medical Insurance - Retirees	1,674	0	-1,674	0.00 %	18,562	0	-18,562	0.00 %
1190 - Workers Compensation	1,870	1,958	87	95.53 %	16,375	23,500	7,125	69.68 %
1200 - Life Insurance	185	0	-185	0.00 %	1,477	0	-1,477	0.00 %
1210 - Long Term Disability Insurance	420	0	-420	0.00 %	3,361	0	-3,361	0.00 %
1220 - Short Term Disability Insurance	77	0	-77	0.00 %	611	0	-611	0.00 %
1230 - Other Benefits	51	0	-51	0.00 %	407	0	-407	0.00 %
1260 - Employee Assistance Program	29	0	-29	0.00 %	226	0	-226	0.00 %
1270 - FICA Tax Expense	257	0	-257	0.00 %	2,070	0	-2,070	0.00 %
1280 - Medicare Tax Expense	984	1,008	24	97.60 %	8,358	12,100	3,742	69.08 %
1290 - Staff Development & Training	0	1,100	1,100	0.00 %	1,115	13,200	12,085	8.45 %
1300 - Conference Registration	28	0	-28	0.00 %	1,219	0	-1,219	0.00 %
1310 - Professional Dues	150	0	-150	0.00 %	702	0	-702	0.00 %
1320 - Personnel Recruitment	166	58	-108	284.36 %	846	700	-146	120.80 %
<b>Total Level1: 100 - Personnel Costs:</b>	<b>104,986</b>	<b>112,555</b>	<b>7,569</b>	<b>93.28 %</b>	<b>872,890</b>	<b>1,351,200</b>	<b>478,310</b>	<b>64.60 %</b>
<b>Level1: 200 - Supplies and Services</b>								
2100 - Board Member Compensation	899	1,324	426	67.85 %	7,757	15,900	8,143	48.79 %
2110 - Board Expenses	0	158	158	0.00 %	793	1,900	1,107	41.73 %
2120 - Insurance Expense	1,482	1,608	126	92.15 %	12,899	19,300	6,401	66.83 %
2130 - Membership Dues	69	1,075	1,006	6.40 %	9,510	12,900	3,390	73.72 %
2135 - Public Outreach	0	0	0	0.00 %	945	0	-945	0.00 %
2140 - Bank Charges	132	125	-7	105.97 %	972	1,500	528	64.82 %
2150 - Office Supplies	788	1,141	354	69.02 %	9,610	13,700	4,090	70.15 %
2160 - Meeting Expenses	13	292	279	4.42 %	535	3,500	2,965	15.29 %
2170 - Printing/Photocopy	219	850	630	25.83 %	837	10,200	9,363	8.21 %
2180 - Miscellaneous Expenses	0	267	267	0.00 %	1,118	3,200	2,082	34.94 %
2190 - IT Supplies/Services	3,163	3,099	-64	102.07 %	24,342	37,200	12,858	65.44 %
2200 - Professional Fees	3,698	4,290	592	86.20 %	39,711	51,500	11,790	77.11 %
2210 - Legal	12,607	7,497	-5,110	168.17 %	44,225	90,000	45,775	49.14 %
2220 - Legal Notices	0	158	158	0.00 %	99	1,900	1,801	5.22 %
2230 - Rent	799	750	-50	106.63 %	6,395	9,000	2,605	71.06 %
2235 - Equipment Lease	0	608	608	0.00 %	3,611	7,300	3,689	49.47 %
2240 - Telephone	2,157	1,200	-957	179.78 %	15,009	14,400	-609	104.23 %

**EXHIBIT 11-E**

**Statement of Revenue Over Expense - No Decimals**

**For Fiscal: 2014-2015 Period Ending: 02/28/2015**

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
2250 - Utilities	1,550	1,266	-283	122.39 %	13,762	15,200	1,438	90.54 %
2260 - Facility Maintenance	1,306	1,233	-73	105.95 %	9,107	14,800	5,693	61.53 %
2270 - Travel Expenses	89	825	736	10.73 %	3,637	9,900	6,263	36.73 %
2280 - Transportation	1,542	1,116	-425	138.11 %	9,962	13,400	3,438	74.34 %
2900 - Operating Supplies	149	775	626	19.23 %	1,206	9,300	8,094	12.97 %
<b>Total Level1: 200 - Supplies and Services:</b>	<b>30,661</b>	<b>29,655</b>	<b>-1,006</b>	<b>103.39 %</b>	<b>216,041</b>	<b>356,000</b>	<b>139,959</b>	<b>60.69 %</b>
<b>Level1: 300 - Other Expenses</b>								
3000 - Project Expenses	9,687	87,507	77,820	11.07 %	461,015	1,050,500	589,485	43.89 %
4000 - Fixed Asset Purchases	0	7,476	7,476	0.00 %	18,614	89,750	71,136	20.74 %
6000 - Contingencies	0	2,720	2,720	0.00 %	0	32,650	32,650	0.00 %
<b>Total Level1: 300 - Other Expenses:</b>	<b>9,687</b>	<b>97,703</b>	<b>88,015</b>	<b>9.91 %</b>	<b>479,629</b>	<b>1,172,900</b>	<b>693,271</b>	<b>40.89 %</b>
<b>Total Expense:</b>	<b>145,334</b>	<b>239,912</b>	<b>94,579</b>	<b>60.58 %</b>	<b>1,568,560</b>	<b>2,880,100</b>	<b>1,311,540</b>	<b>54.46 %</b>
<b>Total Revenues</b>	<b>162,296.14</b>	<b>239,912</b>	<b>-77,616</b>	<b>-67.65 %</b>	<b>1,039,463.30</b>	<b>2,880,100</b>	<b>-1,840,637</b>	<b>-36.09 %</b>
<b>Total Fund: 24 - MITIGATION FUND:</b>	<b>16,962</b>	<b>0</b>	<b>16,962</b>		<b>-529,097</b>	<b>0</b>	<b>-529,097</b>	

**EXHIBIT 11-E****Statement of Revenue Over Expense - No Decimals**

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 26 - CONSERVATION FUND</b>								
<b>Revenue</b>								
R120 - Property Taxes Revenues	0	72,421	-72,421	0.00 %	519,182	869,400	-350,218	-59.72 %
R130 - User Fees	625	0	625	0.00 %	5,385	0	5,385	0.00 %
R140 - Connection Charges	0	0	0	0.00 %	1,239	0	1,239	0.00 %
R150 - Permit Processing Fee	16,323	14,578	1,746	-111.97 %	100,963	175,000	-74,037	-57.69 %
R200 - Recording Fees	1,205	666	539	-180.82 %	7,348	8,000	-652	-91.85 %
R210 - Legal Fees	285	1,250	-965	-22.81 %	1,554	15,000	-13,446	-10.36 %
R230 - Miscellaneous - Other	0	0	0	0.00 %	300	0	300	0.00 %
R250 - Interest Income	1	337	-337	-0.17 %	1,087	4,050	-2,963	-26.83 %
R270 - CAW - Rebates	36,746	58,310	-21,564	-63.02 %	887,309	700,000	187,309	-126.76 %
R280 - CAW - Conservation	0	29,422	-29,422	0.00 %	0	353,200	-353,200	0.00 %
R310 - Other Reimbursements	0	1,125	-1,125	0.00 %	0	13,500	-13,500	0.00 %
R320 - Grants	1,830	0	1,830	0.00 %	5,750	0	5,750	0.00 %
R500 - Capital Equipment Reserve	0	258	-258	0.00 %	0	3,100	-3,100	0.00 %
R520 - Flood/Drought Reserve	0	3,332	-3,332	0.00 %	0	40,000	-40,000	0.00 %
<b>Total Revenue:</b>	<b>57,014</b>	<b>181,698</b>	<b>-124,684</b>	<b>-31.38 %</b>	<b>1,530,117</b>	<b>2,181,250</b>	<b>-651,133</b>	<b>-70.15 %</b>

**EXHIBIT 11-E**

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>								
<b>Level1: 100 - Personnel Costs</b>								
1100 - Salaries & Wages	39,342	41,733	2,392	94.27 %	348,235	501,000	152,765	69.51 %
1110 - Manager's Auto Allowance	92	79	-13	116.64 %	674	950	276	70.93 %
1120 - Manager's Deferred Comp	120	117	-3	102.90 %	946	1,400	454	67.59 %
1130 - Unemployment Compensation	0	67	67	0.00 %	0	800	800	0.00 %
1140 - Insurance Opt-Out Supplemental	312	0	-312	0.00 %	2,671	0	-2,671	0.00 %
1150 - Temporary Personnel	3,083	3,332	249	92.51 %	25,216	40,000	14,784	63.04 %
1160 - PERS Retirement	6,986	7,205	219	96.96 %	63,426	86,500	23,074	73.33 %
1170 - Medical Insurance	5,794	7,872	2,078	73.61 %	50,396	94,500	44,104	53.33 %
1180 - Medical Insurance - Retirees	934	0	-934	0.00 %	7,336	0	-7,336	0.00 %
1190 - Workers Compensation	141	175	34	80.78 %	1,293	2,100	807	61.59 %
1200 - Life Insurance	40	0	-40	0.00 %	861	0	-861	0.00 %
1210 - Long Term Disability Insurance	218	0	-218	0.00 %	1,748	0	-1,748	0.00 %
1220 - Short Term Disability Insurance	40	0	-40	0.00 %	336	0	-336	0.00 %
1230 - Other Benefits	51	0	-51	0.00 %	407	0	-407	0.00 %
1260 - Employee Assistance Program	17	0	-17	0.00 %	140	0	-140	0.00 %
1270 - FICA Tax Expense	31	0	-31	0.00 %	278	0	-278	0.00 %
1280 - Medicare Tax Expense	551	583	32	94.44 %	5,030	7,000	1,970	71.86 %
1290 - Staff Development & Training	0	616	616	0.00 %	701	7,400	6,699	9.47 %
1300 - Conference Registration	16	0	-16	0.00 %	845	0	-845	0.00 %
1310 - Professional Dues	0	0	0	0.00 %	521	0	-521	0.00 %
1320 - Personnel Recruitment	93	42	-51	222.18 %	521	500	-21	104.29 %
<b>Total Level1: 100 - Personnel Costs:</b>	<b>57,860</b>	<b>61,821</b>	<b>3,961</b>	<b>93.59 %</b>	<b>511,583</b>	<b>742,150</b>	<b>230,567</b>	<b>68.93 %</b>
<b>Level1: 200 - Supplies and Services</b>								
2100 - Board Member Compensation	502	741	240	67.66 %	4,488	8,900	4,412	50.43 %
2110 - Board Expenses	0	92	92	0.00 %	209	1,100	891	18.98 %
2120 - Insurance Expense	827	900	73	91.91 %	6,623	10,800	4,177	61.32 %
2130 - Membership Dues	538	600	61	89.77 %	8,044	7,200	-844	111.73 %
2135 - Public Outreach	0	0	0	0.00 %	360	0	-360	0.00 %
2140 - Bank Charges	77	67	-11	116.21 %	552	800	248	69.00 %
2150 - Office Supplies	440	633	193	69.44 %	5,136	7,600	2,464	67.58 %
2160 - Meeting Expenses	7	158	151	4.55 %	323	1,900	1,577	16.99 %
2170 - Printing/Photocopy	123	475	352	25.80 %	467	5,700	5,233	8.20 %
2180 - Miscellaneous Expenses	0	150	150	0.00 %	624	1,800	1,176	34.67 %
2190 - IT Supplies/Services	1,760	1,733	-27	101.55 %	13,624	20,800	7,176	65.50 %
2200 - Professional Fees	2,064	2,399	335	86.03 %	22,239	28,800	6,561	77.22 %
2210 - Legal	6,513	6,664	151	97.73 %	20,246	80,000	59,754	25.31 %
2220 - Legal Notices	0	83	83	0.00 %	55	1,000	945	5.54 %
2230 - Rent	155	417	262	37.11 %	1,256	5,000	3,744	25.12 %
2235 - Equipment Lease	0	342	342	0.00 %	2,039	4,100	2,061	49.72 %
2240 - Telephone	1,035	666	-368	155.27 %	7,242	8,000	758	90.53 %

**EXHIBIT 11-E**

**Statement of Revenue Over Expense - No Decimals**

**For Fiscal: 2014-2015 Period Ending: 02/28/2015**

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
2250 - Utilities	844	708	-136	119.26 %	7,670	8,500	830	90.24 %
2260 - Facility Maintenance	712	691	-21	103.03 %	5,035	8,300	3,265	60.67 %
2270 - Travel Expenses	49	458	409	10.78 %	4,282	5,500	1,218	77.86 %
2280 - Transportation	96	616	521	15.55 %	3,253	7,400	4,147	43.96 %
2900 - Operating Supplies	440	433	-7	101.58 %	9,423	5,200	-4,223	181.20 %
<b>Total Level1: 200 - Supplies and Services:</b>	<b>16,181</b>	<b>19,026</b>	<b>2,844</b>	<b>85.05 %</b>	<b>123,191</b>	<b>228,400</b>	<b>105,209</b>	<b>53.94 %</b>
<b>Level1: 300 - Other Expenses</b>								
3000 - Project Expenses	45,459	95,587	50,128	47.56 %	1,276,810	1,147,500	-129,310	111.27 %
4000 - Fixed Asset Purchases	0	2,591	2,591	0.00 %	10,527	31,100	20,573	33.85 %
6000 - Contingencies	0	2,674	2,674	0.00 %	0	32,100	32,100	0.00 %
<b>Total Level1: 300 - Other Expenses:</b>	<b>45,459</b>	<b>100,851</b>	<b>55,392</b>	<b>45.08 %</b>	<b>1,287,336</b>	<b>1,210,700</b>	<b>-76,636</b>	<b>106.33 %</b>
<b>Total Expense:</b>	<b>119,500</b>	<b>181,698</b>	<b>62,198</b>	<b>65.77 %</b>	<b>1,922,110</b>	<b>2,181,250</b>	<b>259,140</b>	<b>88.12 %</b>
<b>Total Revenues</b>	<b>57,013.90</b>	<b>181,698</b>	<b>-124,684</b>	<b>-31.38 %</b>	<b>1,530,116.67</b>	<b>2,181,250</b>	<b>-651,133</b>	<b>-70.15 %</b>
<b>Total Fund: 26 - CONSERVATION FUND:</b>	<b>-62,486</b>	<b>0</b>	<b>-62,486</b>		<b>-391,994</b>	<b>0</b>	<b>-391,994</b>	



**EXHIBIT 11-E****Statement of Revenue Over Expense - No Decimals**

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 35 - WATER SUPPLY FUND</b>								
<b>Revenue</b>								
R100 - Water Supply Charge	0	283,220	-283,220	0.00 %	2,024,551	3,400,000	-1,375,449	-59.55 %
R120 - Property Taxes Revenues	0	47,768	-47,768	0.00 %	339,326	573,450	-234,124	-59.17 %
R140 - Connection Charges	25,211	14,578	10,634	-172.95 %	74,899	175,000	-100,101	-42.80 %
R220 - Copy Fee	0	0	0	0.00 %	70	0	70	0.00 %
R230 - Miscellaneous - Other	64	0	64	0.00 %	2,314	0	2,314	0.00 %
R240 - Insurance Refunds	400	0	400	0.00 %	6,729	0	6,729	0.00 %
R250 - Interest Income	1	375	-374	-0.14 %	5,651	4,500	1,151	-125.58 %
R260 - CAW - ASR	0	39,393	-39,393	0.00 %	136,593	472,900	-336,307	-28.88 %
R300 - Watermaster	37,506	5,748	31,759	-652.55 %	37,506	69,000	-31,494	-54.36 %
R500 - Capital Equipment Reserve	0	3,482	-3,482	0.00 %	0	41,800	-41,800	0.00 %
R600 - Water Supply Charge Carry Forward	0	94,795	-94,795	0.00 %	0	1,138,000	-1,138,000	0.00 %
<b>Total Revenue:</b>	<b>63,183</b>	<b>489,358</b>	<b>-426,176</b>	<b>-12.91 %</b>	<b>2,627,641</b>	<b>5,874,650</b>	<b>-3,247,009</b>	<b>-44.73 %</b>

**EXHIBIT 11-E**

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>								
<b>Level1: 100 - Personnel Costs</b>								
1100 - Salaries & Wages	60,278	66,690	6,412	90.39 %	489,549	800,600	311,051	61.15 %
1110 - Manager's Auto Allowance	277	242	-35	114.63 %	2,022	2,900	878	69.71 %
1120 - Manager's Deferred Comp	360	350	-10	102.90 %	2,838	4,200	1,362	67.58 %
1130 - Unemployment Compensation	0	83	83	0.00 %	0	1,000	1,000	0.00 %
1140 - Insurance Opt-Out Supplemental	611	0	-611	0.00 %	5,219	0	-5,219	0.00 %
1150 - Temporary Personnel	0	29	29	0.00 %	0	350	350	0.00 %
1160 - PERS Retirement	10,851	11,704	853	92.71 %	92,232	140,500	48,268	65.65 %
1170 - Medical Insurance	7,013	10,562	3,550	66.39 %	56,084	126,800	70,716	44.23 %
1180 - Medical Insurance - Retirees	1,284	0	-1,284	0.00 %	12,378	0	-12,378	0.00 %
1190 - Workers Compensation	1,019	1,141	122	89.29 %	8,850	13,700	4,850	64.60 %
1200 - Life Insurance	208	0	-208	0.00 %	1,117	0	-1,117	0.00 %
1210 - Long Term Disability Insurance	308	0	-308	0.00 %	2,461	0	-2,461	0.00 %
1220 - Short Term Disability Insurance	56	0	-56	0.00 %	444	0	-444	0.00 %
1230 - Other Benefits	52	0	-52	0.00 %	420	0	-420	0.00 %
1260 - Employee Assistance Program	20	0	-20	0.00 %	160	0	-160	0.00 %
1270 - FICA Tax Expense	43	0	-43	0.00 %	359	0	-359	0.00 %
1280 - Medicare Tax Expense	646	708	62	91.19 %	5,450	8,500	3,050	64.11 %
1290 - Staff Development & Training	0	841	841	0.00 %	102	10,100	9,998	1.01 %
1300 - Conference Registration	21	0	-21	0.00 %	1,071	0	-1,071	0.00 %
1310 - Professional Dues	0	0	0	0.00 %	292	0	-292	0.00 %
1320 - Personnel Recruitment	127	50	-77	254.60 %	599	600	1	99.91 %
<b>Total Level1: 100 - Personnel Costs:</b>	<b>83,175</b>	<b>92,401</b>	<b>9,225</b>	<b>90.02 %</b>	<b>681,646</b>	<b>1,109,250</b>	<b>427,604</b>	<b>61.45 %</b>
<b>Level1: 200 - Supplies and Services</b>								
2100 - Board Member Compensation	690	1,016	327	67.87 %	5,795	12,200	6,405	47.50 %
2110 - Board Expenses	0	125	125	0.00 %	493	1,500	1,007	32.89 %
2120 - Insurance Expense	1,137	1,241	104	91.60 %	9,107	14,900	5,793	61.12 %
2130 - Membership Dues	53	825	772	6.40 %	6,779	9,900	3,121	68.48 %
2135 - Public Outreach	0	0	0	0.00 %	844	0	-844	0.00 %
2140 - Bank Charges	123	100	-23	123.39 %	1,208	1,200	-8	100.69 %
2150 - Office Supplies	675	866	191	77.91 %	7,114	10,400	3,286	68.41 %
2160 - Meeting Expenses	10	225	215	4.40 %	395	2,700	2,305	14.64 %
2170 - Printing/Photocopy	168	658	490	25.60 %	642	7,900	7,258	8.13 %
2180 - Miscellaneous Expenses	0	208	208	0.00 %	858	2,500	1,642	34.32 %
2190 - IT Supplies/Services	2,433	2,374	-59	102.49 %	18,730	28,500	9,770	65.72 %
2200 - Professional Fees	2,838	3,290	452	86.25 %	30,401	39,500	9,100	76.96 %
2210 - Legal	11,302	19,159	7,857	58.99 %	132,794	230,000	97,206	57.74 %
2220 - Legal Notices	0	117	117	0.00 %	76	1,400	1,324	5.44 %
2230 - Rent	735	575	-160	127.88 %	5,861	6,900	1,039	84.94 %
2235 - Equipment Lease	0	466	466	0.00 %	2,748	5,600	2,852	49.08 %
2240 - Telephone	1,630	916	-714	177.91 %	11,153	11,000	-153	101.39 %

**EXHIBIT 11-E****Statement of Revenue Over Expense - No Decimals**

For Fiscal: 2014-2015 Period Ending: 02/28/2015

Level...	February Activity	February Budget	Variance Favorable (Unfavorable)	Percent Used	YTD Activity	Total Budget	Variance Favorable (Unfavorable)	Percent Used
2250 - Utilities	1,176	966	-210	121.69 %	10,333	11,600	1,267	89.08 %
2260 - Facility Maintenance	949	950	0	99.98 %	6,609	11,400	4,791	57.98 %
2270 - Travel Expenses	83	633	550	13.10 %	3,799	7,600	3,801	49.98 %
2280 - Transportation	598	850	252	70.36 %	2,421	10,200	7,779	23.74 %
2900 - Operating Supplies	115	591	476	19.46 %	935	7,100	6,166	13.16 %
<b>Total Level1: 200 - Supplies and Services:</b>	<b>24,716</b>	<b>36,152</b>	<b>11,437</b>	<b>68.37 %</b>	<b>259,096</b>	<b>434,000</b>	<b>174,904</b>	<b>59.70 %</b>
<b>Level1: 300 - Other Expenses</b>								
3000 - Project Expenses	37,695	334,283	296,588	11.28 %	1,426,509	4,013,000	2,586,491	35.55 %
4000 - Fixed Asset Purchases	0	6,510	6,510	0.00 %	13,926	78,150	64,224	17.82 %
5000 - Debt Service	0	19,159	19,159	0.00 %	77,544	230,000	152,456	33.71 %
6000 - Contingencies	0	854	854	0.00 %	0	10,250	10,250	0.00 %
<b>Total Level1: 300 - Other Expenses:</b>	<b>37,695</b>	<b>360,806</b>	<b>323,110</b>	<b>10.45 %</b>	<b>1,517,979</b>	<b>4,331,400</b>	<b>2,813,421</b>	<b>35.05 %</b>
<b>Total Expense:</b>	<b>145,586</b>	<b>489,358</b>	<b>343,772</b>	<b>29.75 %</b>	<b>2,458,721</b>	<b>5,874,650</b>	<b>3,415,929</b>	<b>41.85 %</b>
<b>Total Revenues</b>	<b>63,182.65</b>	<b>489,358</b>	<b>-426,176</b>	<b>-12.91 %</b>	<b>2,627,641.29</b>	<b>5,874,650</b>	<b>-3,247,009</b>	<b>-44.73 %</b>
<b>Total Fund: 35 - WATER SUPPLY FUND:</b>	<b>-82,403</b>	<b>0</b>	<b>-82,403</b>		<b>168,921</b>	<b>0</b>	<b>168,921</b>	
<b>Report Total:</b>	<b>-127,927</b>	<b>0</b>	<b>-127,927</b>		<b>-752,170</b>	<b>0</b>	<b>-752,170</b>	

**EXHIBIT 11-E**

Statement of Revenue Over Expense - No Decimals

For Fiscal: 2014-2015 Period Ending: 02/28/2015

**Fund Summary**

<b>Fund</b>	<b>February Activity</b>	<b>February Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Used</b>	<b>YTD Activity</b>	<b>Total Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Used</b>
24 - MITIGATION FUND	16,962	0	16,962		-529,097	0	-529,097	
26 - CONSERVATION FUND	-62,486	0	-62,486		-391,994	0	-391,994	
35 - WATER SUPPLY FUND	-82,403	0	-82,403		168,921	0	168,921	
<b>Report Total:</b>	<b>-127,927</b>	<b>0.07</b>	<b>-127,927</b>		<b>-752,170</b>	<b>0</b>	<b>-752,170</b>	

## ADMINISTRATIVE COMMITTEE

### 12. CONSIDER APPROVAL OF EXPENDITURE FOR FIELD DATA COLLECTION SUPPORT FOR PURE WATER MONTEREY PROJECT

<b>Meeting Date:</b>	<b>April 13, 2015</b>	<b>Budgeted:</b>	<b>NA</b>
<b>From:</b>	<b>David J. Stoldt General Manager</b>	<b>Program/ Line Item No.:</b>	<b>Augment Water Supply 1-5-1</b>
		<b>Account No.</b>	<b>5-7860.10</b>
<b>Prepared By:</b>	<b>Jon Lear/ Joe Oliver</b>	<b>Cost Estimate:</b>	<b>\$2,000 reimbursable</b>

**General Counsel Review:** N/A

**Committee Recommendation:** The Administrative Committee reviewed this item on April 13, 2015 and recommended \_\_\_\_\_.

**CEQA Compliance:** N/A

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**SUMMARY:** Staffs from the Monterey Peninsula Water Management District (MPWMD) and Monterey Regional Water Pollution Control Agency (MRWPCA) have been coordinating on a field program to gather data on evaporation and percolation from ponds at the Salinas Industrial Wastewater Facility (Facility). The purpose for this data collection is to provide supporting information for the Pure Water Monterey Project (Project), also known as the Groundwater Replenishment Project. The current environmental review for the Project has had to rely on indirect methods to estimate pond evaporation and percolation. However, during the next several months, there is an opportunity to collect empirical data at the Facility at a time when the process wash water is being diverted for treatment at the MRWPCA Regional Treatment Plant. It is anticipated that a seasonal Water Resources Assistant will be trained by MPMWD staff to facilitate the field data collection effort, and the cost for this labor will be reimbursed to MPWMD.

**RECOMMENDATION:** Staff recommends approval of the expenditure of up to \$2,000 to allow a seasonal Water Resources Assistant retained by MPWMD to assist in collecting field data associated with the Salinas Industrial Wastewater Facility pond field program. If this item is adopted with the Consent Calendar, the General Manager would be authorized to extend the Water Resources Assistant agreement to include the scope for this field data collection effort. This cost will be reimbursed to the MPWMD as part of our cooperative effort on this Project.

**IMPACTS TO STAFF/RESOURCES:** As the cost for the seasonal Water Resources Assistant will be reimbursed to MPMWD, either directly from the City of Salinas or from the MRWPCA, there is no direct fiscal impact for this data collection effort, other than the MPWMD staff training time, which is part of our cooperation with MRWPCA on the Project.

**BACKGROUND:** Industrial wash water from the Salinas Wastewater Facility is one of the anticipated source waters for treatment, storage and delivery as part of the Pure Water Monterey

Project. Therefore, it is important to understand how existing operations at the Facility may change under Project operations and how this might affect changes in the amounts of water infiltrating into the groundwater system from the Facility. In 2015, it is planned to divert the wash water to the Regional Treatment Plant, similar to what was done in 2014. Once this diversion is underway, no additional wash water will be delivered to the ponds at the Facility, and this will provide the opportunity to collect data on pond levels, groundwater levels, and evaporation while this Facility is idle. It is anticipated that data collection will occur over a 16-week period and will require approximately 8-hours per week of field data collection and office data entry. The city of Salinas owns and operates the Facility, and as such is interested in supporting this data collection effort. Accordingly, it is expected that the city will either reimburse MPWMD directly or indirectly through MRWPCA for this cost.

**EXHIBIT**

None

This meeting has been noticed according to the Brown Act rules. The Board of Directors meets regularly on the third Monday of each month. The meetings begin at 7:00 PM.



DRAFT AGENDA (Current 4/8/15)

**Closed Session and Regular Meeting  
Board of Directors  
Monterey Peninsula Water Management District  
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**Monday, April 20, 2015**

**Closed Session 6:45 pm**

**Regular Meeting 7:00 pm**

**Conference Room, Monterey Peninsula Water Management District  
5 Harris Court, Building G, Monterey, CA**

Staff notes will be available on the District web site at  
<http://www.mpwmd.net/asd/board/boardpacket/2015>  
by 5 PM on Friday, April 17, 2015.

Brenda Lewis will participate by telephone from 1758 Broadway Avenue, Seaside, CA 93955

The 7 PM Meeting will be televised on Comcast Channels 25 & 28. Refer to broadcast schedule on page 3.

<b>6:45 PM - CLOSED SESSION</b>	As permitted by Government Code Section 54956 et seq., the Board may adjourn to closed or executive session to consider specific matters dealing with pending or threatened litigation, certain personnel matters, or certain property acquisition matters.
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- 1. Public Comment** – Members of the public may address the Board on the item or items listed on the Closed Session agenda.
- 2. Adjourn to Closed Session**
- 3. Conference with Legal Counsel – Existing Litigation (Gov. Code 54956.9 (a))**  
Water Plus v. MPWMD, Case No. M125274
- 4. Adjourn to Regular Board Meeting**

<p><b><u>Board of Directors</u></b> Kristi Markey, Chair – Division 3 Jeanne Byrne, Vice Chair – Division 4 Brenda Lewis – Division 1 Andrew Clarke - Division 2 Robert S. Brower, Sr. – Division 5 David Pendergrass, Mayoral Representative David Potter, Monterey County Board of Supervisors Representative</p> <p><b><u>General Manager</u></b> David J. Stoldt</p>
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<p>This agenda was posted at the District office at 5 Harris Court, Bldg. G Monterey on _____, _____, 2015. Staff reports regarding these agenda items will be available for public review on 2/13/15, at the District office and at the Carmel, Carmel Valley, Monterey, Pacific Grove and Seaside libraries. After staff reports have been distributed, if additional documents are produced by the District and provided to a majority of the Board regarding any item on the agenda, they will be available at the District office during normal business hours, and posted on the District website at <a href="http://www.mpwmd.net/asd/board/boardpacket/2015">http://www.mpwmd.net/asd/board/boardpacket/2015</a>. Documents distributed at the meeting will be made available in the same manner. The next regular meeting of the Board of Directors is scheduled for May 18, 2015 at 7 pm.</p>
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**7:00 PM - REGULAR BOARD MEETING**

**CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ORAL COMMUNICATIONS:** Anyone wishing to address the Board on Consent Calendar, Information Items or matters not listed on the agenda may do so only during Oral Communications. Please limit your comment to three (3) minutes. The public may comment on all other items at the time they are presented to the Board.

**CONSENT CALENDAR:** The Consent Calendar consists of routine items for which staff has prepared a recommendation. Approval of the Consent Calendar ratifies the staff recommendation. Consent Calendar items may be pulled for separate consideration at the request of a member of the public, or a member of the Board. Following adoption of the remaining Consent Calendar items, staff will give a brief presentation on the pulled item. Members of the public are requested to limit individual comment on pulled Consent Items to three (3) minutes.

1. Consider Adoption of Minutes of the March 16, 2015 Regular Board Meeting
2. Consider Adoption of Resolution 2015-04 Amending Table XIV-1, Rebate Amounts from Rule 141.B
3. Consider Rescission of Variance to Group II Use at 484 Washington Street, Monterey (APN: 001-692-011)
4. Consider Approval of Expenditure for Measure O Election Costs
5. Consider Approval of Expenditure for Field Data Collection Support for Pure Water Monterey Project
6. Consider Extension of Memorandum of Understanding Regarding Source Waters and Water Recycling
7. Authorize First Supplement to Federal Funding Strategy and Advocacy Services to Monterey Peninsula Water Management District for the Pure Water Monterey Program
8. Authorize First Supplement to Professional Services Agreement Dated January 17, 2013 Between District and Sidley Austin LLP Relating to Public Financing of a Portion of the Cal-Am Desal Project
9. Authorize First Supplement to Underwriting Services Agreement Relating to Public Financing of a Portion of the Cal-Am Desal Project
10. Consider Extension of Deepwater Desal Cost Sharing Agreement
11. Receive and File District-Wide Annual Water Distribution System Production Summary Report for Water Year 2014
12. Receive and File District-Wide Annual Water Production Summary Report for Water Year 2014
13. Consider Approval of Treasurer's Report for February 2015

**GENERAL MANAGER'S REPORT**

14. Status Report on California American Water Compliance with State Water Resources Control Board Order 2009-0060 and Seaside Groundwater Basin Adjudication Decision
15. Update on Development of Water Supply Projects
16. Report on Drought Response

**ATTORNEY'S REPORT**

17. Report from District Counsel on Closed Sessions of March 16 and April 20, 2015

**DIRECTORS' REPORTS (INCLUDING AB 1234 REPORTS ON TRIPS, CONFERENCE ATTENDANCE AND MEETINGS)**

18. Oral Reports on Activities of County, Cities, Other Agencies/Committees/Associations



**PUBLIC HEARINGS** – Public comment will be received on each of these items. Please limit your comment to three (3) minutes per item.

**19. Consider Second Reading and Adoption of Ordinance No. 164 Establishing Water Permit Requirements for Outdoor Seating at Restaurants**

*Action: The Board will consider second reading and adoption of an ordinance that would establish Water Permit requirements for outdoor seating at restaurants and bars.*

**20. Consider First Reading of Ordinance No. 165 Adopting Water Conservation Regulations**

*Action:*

**21. Consider Adoption of 2014 MPWMD Annual Report**

*Action: The District's enabling legislation requires that each year a public hearing be conducted on the annual report.*

**ACTION ITEMS** – No Action Items were submitted for consideration.

**22. Consider Approval of Sales Agreement with Brant Family Trust re: Purchase of MPWMD Schulte South Well, APN 416-028-027**

*Action:*

**23. Authorize Utilization of District Credit for Pure Water Monterey Financing**

*Action:*

**24. Discuss and Adopt Strategic Planning Goals**

*Action:*

**INFORMATIONAL ITEMS/STAFF REPORTS** The public may address the Board on Information Items and Staff Reports during the Oral Communications portion of the meeting. Please limit your comments to three minutes.

- 25. Letters Received
- 26. Committee Reports
- 27. Monthly Allocation Report
- 28. Water Conservation Program Report
- 29. Quarterly Water Use Credit Transfer Status Report
- 30. Carmel River Fishery Report
- 31. Quarterly Carmel River Riparian Corridor Management Program Report
- 32. Monthly Water Supply and California American Water Production Report

**ADJOURN**

Board Meeting Broadcast Schedule – Comcast Channels 25 & 28	
View Live Webcast at <a href="http://Ampmedia.org">Ampmedia.org</a>	
Ch. 25, Sundays, 7 PM	Monterey
Ch. 25, Mondays, 7 PM	Monterey, Del Rey Oaks, Pacific Grove, Sand City, Seaside
Ch. 28, Mondays, 7 PM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside
Ch. 28, Fridays, 9 AM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside

Upcoming Board Meetings			
Mon. May 18, 2015	Regular Board Meeting	7:00 pm	District conference room
Mon. June 15, 2015	Regular Board Meeting	7:00 pm	District conference room
Mon. July 20, 2015	Regular Board Meeting	7:00 pm	District conference room

Upon request, MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service by 5:00 PM on Thursday, April 16, 2015. Requests should be sent to the Board Secretary, MPWMD, P.O. Box 85, Monterey, CA, 93942. You may also fax your request to the Administrative Services Division at 831-644-9560, or call 831-658-5600.

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