



JOSHUA BASIN WATER DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
 WEDNESDAY, JANUARY 17, 2018, at 6:30 PM
 61750 CHOLLITA ROAD, JOSHUA TREE, CA 92252

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **DETERMINATION OF A QUORUM**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**
 This is the time set aside for public comment on any District-related matter not appearing on the agenda. Government Code prohibits the Board from taking action on these items, but they may be referred for future consideration. Please state your name and limit your comments to 3 minutes.
6. **CONSENT CALENDAR**
 Matters on the Consent Calendar are considered routine in nature and will be enacted in a single motion without discussion. Any Board member or member of the public may request that an item be removed from the Consent Calendar and acted on separately.
 - A. Approve Draft Minutes of December 20, 2017, Regular Meeting of the Board of Directors.
 - B. December 2017-Check Register (Reviewed by Finance Committee on January 10, 2018).
7. **WELL 14 REHABILITATION-** Recommend that the Board authorize the General Manager to take such actions as needed, to further treat Well 14, at a cost not to exceed \$225,000.00 with a 10 percent contingency of \$22,500.00.
8. **PRESENTATION BY MIKE METTS, DUDEK ENGINEERING, ON VARIOUS PROJECTS IN THE PLANNING PROCESS** – Recommend that the Board receive for information only.
9. **RECRUITMENT OF THE DIRECTOR OF WATER RESOURCES AND OPERATIONS (DWRO) POSITION** – Recommend that the Board authorize the General Manager to revise the DWRO position as an Assistant General Manager of Operations.
10. **FINAL WATER STORAGE AGREEMENT WITH MOJAVE WATER AGENCY** – Recommend that the Board approve the Water Storage Agreement with Mojave Water Agency

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11. **AGREEMENT WITH MOJAVE WATER AGENCY FOR WATER SUPPLY CONNECTION AND TRANSFER OF FACILITIES AT THE RECHARGE TURN-OUT** –Recommend that the Board approve the Agreement with Mojave Water Agency.
12. **DISTRICT GENERAL COUNSEL REPORT** –
13. **GENERAL MANAGER REPORT** –
DIRECTOR REPORTS ON MEETINGS ATTENDED, COMMENTS AND FUTURE AGENDA ITEMS –
 - Legislative & Public Information Committee – January 3, 2018- President Luckman and Director Unger
 - Finance Committee – January 10, 2018-President Luckman and Director Floen
 - Water Resources & Operations Committee- January 10, 2018 – President Luckman and Director Hund
 - Mojave Water Agency Board of Directors Meeting – January 11, 2018, Director Hund
 - Public Outreach Consultant – Kathleen Radnich
14. **FUTURE DIRECTOR MEETINGS AND TRAINING OPPORTUNITIES**
 - ASBCSD-Cucamonga Valley Water District-January 22, 2018 at 6 p.m. at The Magic Lamp Inn, 8189 E. Foothill Blvd., Rancho Cucamonga, CA 91730
 - Mojave Water Agency Board of Directors Meeting – January 25, 2018, at 9:30 a.m. – Director Floen
 - Mojave Water Agency Technical Advisory Committee (TAC)- February 1, 2018, at 10:00 a.m.- President Luckman
 - Finance Committee – February 14, 2018, at 9:00 a.m. – Vice President Johnson and Director Floen
 - Water Resources & Operations – February 14, 2018, at 10:00 a.m.- President Luckman and Director Hund

(Please note that the Finance and Water Resources & Operations Committee meetings have been moved to the 2nd Wednesday of each month)
15. **ADJOURNMENT**

INFORMATION

The public is invited to comment on any item on the agenda during a discussion of that item. Any person with a disability who requires accommodation in order to participate in this meeting should telephone Joshua Basin Water District at (760) 366-8438, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet, are available for public inspection in the District's office located at 61750 Chollita Road, Joshua Tree, California 92252 during normal business hours.

JOSHUA BASIN WATER DISTRICT
Minutes of December 20, 2017
REGULAR MEETING OF THE BOARD OF DIRECTORS

1. CALL TO ORDER: 6:30 PM

2. PLEDGE OF ALLEGIANCE

3. DETERMINATION OF QUORUM: Mickey Luckman Present
Bob Johnson Present
Geary Hund Present
Rebecca Unger Present
Tom Floen Present

STAFF PRESENT: Curt Sauer, General Manager
Susan Greer, Assistant General Manager
Randy Mayes, Interim Director of Water Resources & Ops.
Keith Faul, GIS Coordinator
Beverly Waszak, Executive Assistant

CONSULTANTS PRESENT: Alex Handlers, Bartle Wells Associates
Gil Granito, Redwine & Sherrill
Kathleen Radnich, Public Outreach

GUESTS 7

4. APPROVAL OF AGENDA –

MSC/Hund/Floen 5/0/0 to approve the Agenda of the Regular Meeting of the Board of Directors of December 20, 2017, with the following changes of Item order:

Move Item #10 to Item #7 and Item #9 to Item #8.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

5. PUBLIC COMMENT –

Al Marquez, Joshua Tree read three paragraphs on False Economics.

George Becker, Joshua Tree commented on rate-payers paying a fee for inactive water meters.

Ed Vallerand, Joshua Tree suggested that it might be prudent to cap off the line, where the MDLT bought a square mile across from Copper Mountain Mesa, to reduce the risk of future leaks.

END OF PUBLIC COMMENT

6. CONSENT CALENDAR –

MSC Hund/Unger 5/0/0 to approve the Draft Minutes of 12/6/2017, October-November 2017 Check Registers, and the 2018 Salary Schedule.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

7. REQUEST FROM CUSTOMER TO MOVE METER BETWEEN PARCELS

After a brief overview of the policy and a Q&A period with the Board, the Board denied Mr. Kidman’s request per District Policy.

PUBLIC COMMENT – None

MSC/Unger/Floen 5/0/0 to deny Mr. Kidman’s request to move a meter between parcels citing District Policy.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

8. RATE STUDY – Alex Handlers, Bartles Wells Associates, updated the Board with the recommended Scenarios 2 or 3. A brief Q&A period followed.

PUBLIC COMMENT

Ed Vallerand, Joshua Tree commented on the number of employees that Joshua Basin Water District has employed compared to Twentynine Palms.

Al Marquez, Joshua Tree concurred with Ed Vallerand about the number of employees on staff at JBWD. Mr. Marquez was concerned about the amount of project override (Well 14) that has been allotted to date.

PUBLIC COMMENT CLOSED

MSC/Hund/Unger 5/0/0 to direct staff to move forward with Scenarios 2 &3 for the Prop 218 mailing.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

9. ELECTION OF BOARD OFFICERS – Recommend that the Board elect a Vice President and President of the Board of Directors for 2018.

MSC Luckman/Floen 5/0/0 to nominate Bob Johnson for Vice President for another term.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

MSC Hund/Johnson 5/0/0 to nominate Mickey Luckman for President for another term.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

10. FIRST QUARTER ENDING 9/30/17 FINANCIAL REPORT – Recommend that the Board approve the First Quarter Financial report ending 9/30/2017 (reviewed by the Finance Committee on 12/18/2017)

MSC Johnson/Floen 5/0/0 accepts and files the First Quarter Financial Report ending 9/30/2017.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

11. PROPOSED RESERVE FUND POLICY- Recommend that the Board receive for information and provide any changes to the Finance Committee (Director Floen and Vice President Johnson).

AGM Greer explained to the Board that the draft Reserve Fund Policy spells out the District’s Policy with regard to reserve funds. The Policy has been kept as simple as possible, keeping in mind that this document provides instruction for staff as well as information for the public. A brief discussion with the Board followed.

PUBLIC COMMENTS

Ed Vallerand, Joshua Tree commented that instead of the sum of all of the amounts you could have a sum of less than the total but still have the ability to move funds around.

PUBLIC COMMENT CLOSED

12. DISTRICT GENERAL COUNSEL REPORT –Reminded the Board that pursuant to the Low-Income Assistance Act (AB 401 - 2015), the California Legislature directed the State Water Resources Control Board, in collaboration with the State Board of Equalization, to develop a plan for the funding and implementation of a statewide Low-Income Rate Assistance Program for the Legislature ‘s consideration, no later than February 1, 2018.

13. DISTRICT GENERAL MANAGER REPORT – GM Curt Sauer reported on the following:

- Conservation figures from November are 7% below 2013 and 18% cumulative.
- ACWA JPIA presented the District with Special Recognition Awards for Workers Comp., Liability, and the Property Program.
- Application for the Solar Feasibility study has been submitted to the State.
- Updates on Well 14
- Aquatic Inspection
- Chromium 6

PUBLIC COMMENT

Al Marquez, Joshua Tree commented that the cost for the Well 14 repair is way above what the norm should be and that it has been offline for nearly two years.

PUBLIC COMMENT CLOSED

14. DIRECTOR REPORTS ON MEETINGS ATTENDED, COMMENTS AND FUTURE AGENDA ITEMS-

Director Unger commented that she attended a meeting at the ACWA conference on rate assistance. In recognition of JBWD's ACWA Insurance Program awards, she congratulated the crew and staff on a job well done.

Director Johnson reiterated the ACWA rate assistance round table and confirmed that it was geared toward how to legitimize low-income individuals. He also reported on the MWA Board meeting he attended and that Jim Ventura will be stepping down as ACWA Region 9 Representative and Director Coleman will now be the ACWA Region 9 Representative.

Director Floen reported on the Finance Committee and the Water Resources and Operations Committee.

Director Hund encourages people to attend the meetings if they are able to. He also thanked Ed Vallerand for providing the comparison between JBWD and other Districts.

President Luckman attended the Mojave Water Agency (MWA) Technical Advisory Committee meeting (TAC) and congratulated GM Sauer who had us added to the Integrated Water Management Plan for a potential grant.

Kathleen Radnich, Public Outreach Consultant, informed the Board that there is a Legislative and Public Information Committee meeting on January 3, 2018, at 9:30 a.m. The meeting will concentrate on the Prop 218 talking points and ADA Compliance for the JBWD website.

15. FUTURE DIRECTOR MEETINGS AND TRAINING OPPORTUNITIES – President Luckman read the list of upcoming meetings.

16. ADJOURNMENT-

MSC/Unger/Floen 5/0/0 to adjourn the Regular Meeting of the Board of Directors of December 20, 2017, at 8:15 p.m.

Floen	Aye
Hund	Aye
Luckman	Aye
Johnson	Aye
Unger	Aye

Respectfully submitted:

Curt Sauer, General Manager



Joshua Basin Water District

***Check Report JBWD**

By Check Number

Date Range: 12/01/2017 - 12/31/2017

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP-AP Cash						
013346	ANDY'S LANDSCAPE & TREE SERVICE INC.	12/05/2017	Regular	0.00	650.00	59507
<u>2060L</u>	Invoice	12/05/2017	DEMO GARDEN/BUILD MAINT THRU 11/1	0.00	650.00	
004110	BURRTEC WASTE & RECYCLING SVCS	12/05/2017	Regular	0.00	418.29	59508
<u>BW1217</u>	Invoice	12/05/2017	RECYCLING - DEC 17	0.00	60.41	
<u>BW1217B</u>	Invoice	12/05/2017	TRASH REMOVAL - DEC 17	0.00	270.90	
<u>BW1217C</u>	Invoice	12/05/2017	TRASH REMOVAL - DEC 17	0.00	86.98	
013207	PARCELQUEST	12/05/2017	Regular	0.00	1,199.00	59509
<u>19219</u>	Invoice	12/05/2017	PARCELQUEST: ANNUAL PARCEL OWNER	0.00	1,199.00	
001550	CDW GOVERNMENT, INC	12/05/2017	Regular	0.00	1,068.05	59510
<u>KSG8079</u>	Invoice	12/05/2017	OFFICE SUPPLIES	0.00	40.65	
<u>KSN2464</u>	Invoice	12/05/2017	OFFICE SUPPLIES	0.00	917.89	
<u>KSV7829</u>	Invoice	12/05/2017	OFFICE SUPPLIES	0.00	962.89	
<u>KTD1572</u>	Invoice	12/05/2017	OFFICE SUPPLIES	0.00	64.51	
<u>KWG2162</u>	Credit Memo	12/05/2017	RETURN: OFFICE SUPPLIES	0.00	-917.89	
001555	CENTRATEL	12/05/2017	Regular	0.00	251.33	59511
<u>171203192101</u>	Invoice	12/05/2017	DISPATCH SERVICES - NOV 17	0.00	251.33	
001850	CLINICAL LAB OF S.B. INC	12/05/2017	Regular	0.00	6,256.00	59512
<u>959479</u>	Invoice	12/05/2017	SAMPLING - OCT 17	0.00	4,758.00	
<u>959480</u>	Invoice	12/05/2017	HDMC WWTP SAMPLING- OCT 17	0.00	1,498.00	
013373	CORE & MAIN LP	12/05/2017	Regular	0.00	4,272.04	59513
<u>H817375</u>	Invoice	12/05/2017	INVENTORY	0.00	1,027.14	
<u>H854176</u>	Invoice	11/01/2017	MAINLINE/LEAK REPAIR SUPPLIES	0.00	363.30	
<u>H855603</u>	Invoice	12/05/2017	INVENTORY	0.00	1,396.90	
<u>H888383</u>	Invoice	12/05/2017	INVENTORY	0.00	580.62	
<u>H895519</u>	Invoice	12/05/2017	INVENTORY	0.00	414.72	
<u>H901611</u>	Credit Memo	11/01/2017	INVENTORY	0.00	-939.22	
<u>H906335</u>	Invoice	12/05/2017	INVENTORY	0.00	1,273.64	
<u>H934339</u>	Invoice	11/01/2017	TOOL/EQUIP REPAIR SUPPLIES	0.00	154.94	
002200	DEPT OF THE INTERIOR-BLM	12/05/2017	Regular	0.00	15,885.74	59514
<u>2018009406</u>	Invoice	12/05/2017	RIGHT OF WAY RENTAL - 2018	0.00	15,385.74	
<u>2018009407</u>	Invoice	12/05/2017	RIGHT OF WAY RENTAL - 2018	0.00	500.00	
002565	DUDEK AND ASSOCIATES, INC	12/05/2017	Regular	0.00	26,916.25	59515
<u>20176895</u>	Invoice	12/05/2017	ENG SERV: MULTIPLE PROJECTS	0.00	26,916.25	
VEN01466	FEDAK & BROWN LLP	12/05/2017	Regular	0.00	1,200.00	59516
<u>FB113017</u>	Invoice	12/05/2017	FINANCIAL AUDIT 16/17	0.00	1,200.00	
013222	FRONTIER CALIFORNIA INC.	12/05/2017	Regular	0.00	179.32	59517
<u>FC1217</u>	Invoice	12/05/2017	HDMC WWTP - TELEPHONE	0.00	179.32	
000058	GARDA CL WEST, INC.	12/05/2017	Regular	0.00	606.41	59518
<u>10355430</u>	Invoice	12/05/2017	COURIER FEES - DEC 17	0.00	606.41	
000036	GARRETT A. WARD	12/05/2017	Regular	0.00	500.00	59519
<u>1134</u>	Invoice	12/05/2017	REPAIR ROAD: J TANK	0.00	500.00	
006200	MCALLISTERS JANITORIAL SERV.	12/05/2017	Regular	0.00	580.00	59520
<u>6223B</u>	Invoice	12/05/2017	JANITORIAL SERVICES - NOV 17	0.00	580.00	

*Check Report JBWD

Date Range: 12/01/2017 - 12/31/2017

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
004152	HI-DESERT STAR	12/05/2017	Regular	0.00	300.00	59521
<u>26758</u>	Invoice	12/05/2017	EE RECRUITING	0.00	300.00	
013785	JAMES MARTA & COMPANY LLP	12/05/2017	Regular	0.00	1,000.00	59522
<u>11068</u>	Invoice	12/05/2017	SPECIAL DISTRICT RESERVE POLICIES PRES	0.00	1,000.00	
000134	KENNEDY/JENKS CONSULTANTS, INC.	12/05/2017	Regular	0.00	938.96	59523
<u>116652</u>	Invoice	12/05/2017	CONSULTING: MULTIPLE PROJECTS	0.00	938.96	
013227	LAYNE CHRISTENSEN COMPANY	12/05/2017	Regular	0.00	91,283.53	59524
<u>92083311</u>	Invoice	12/05/2017	WELL 14 REHAB	0.00	91,283.53	
006029	LIEBERT CASSIDY WHITMORE	12/05/2017	Regular	0.00	7,323.10	59525
<u>1449504</u>	Invoice	12/05/2017	LEGAL SERVICES - OCT 17	0.00	613.75	
<u>1449505</u>	Invoice	12/05/2017	LEGAL SERVICES - EE MATTERS	0.00	260.00	
<u>1449506</u>	Invoice	12/05/2017	LEGAL SERVICES - EE MATTERS	0.00	6,449.35	
003505	GARRYS TIRES	12/05/2017	Regular	0.00	20.00	59526
<u>14049</u>	Invoice	12/05/2017	VACUUM REPAIRS: E72	0.00	20.00	
003930	NBS	12/05/2017	Regular	0.00	1,295.00	59527
<u>101700163</u>	Invoice	12/05/2017	CMM ADMIN- ANNUAL REPORTING	0.00	1,295.00	
000070	ONLINE INFORMATION SERVICES, INC.	12/05/2017	Regular	0.00	204.50	59528
<u>826493</u>	Invoice	12/05/2017	ID VERIF. SERV. THRU 11/30/17	0.00	204.50	
008415	PRUDENTIAL OVERALL SUPPLY	12/05/2017	Regular	0.00	92.03	59529
<u>22521389</u>	Invoice	12/05/2017	SHOP EXPENSE	0.00	41.83	
<u>22521390</u>	Invoice	12/05/2017	SHOP EXPENSE	0.00	50.20	
013360	REDWINE AND SHERRILL, LLP	12/05/2017	Regular	0.00	5,620.50	59530
<u>1054</u>	Invoice	12/05/2017	LEGAL SERVICES - NOV 17	0.00	5,620.50	
013218	OFFICETEAM	12/05/2017	Regular	0.00	749.91	59531
<u>49718450</u>	Invoice	12/05/2017	TEMPORARY LABOR	0.00	749.91	
001932	SAN BERNARDINO COUNTY OFFICE OF THE ASS	12/05/2017	Regular	0.00	4.00	59532
<u>107925</u>	Invoice	12/05/2017	MAP REVISIONS - NOV 17	0.00	4.00	
009878	SOUTHERN CALIFORNIA EDISON	12/05/2017	Regular	0.00	30,162.94	59533
<u>SCE1117</u>	Invoice	12/05/2017	POWER FOR PUMPING - NOV 17	0.00	30,162.94	
011101	VAGABOND WELDING SUPPLY	12/05/2017	Regular	0.00	237.44	59534
<u>103298</u>	Invoice	12/05/2017	SAFETY/SHOP EXPENSE	0.00	237.44	
013196	TELEPACIFIC COMMUNICATIONS	12/05/2017	Regular	0.00	737.13	59535
<u>97499050-0</u>	Invoice	12/05/2017	TELEPHONE (OFFICE) - DEC 17	0.00	737.13	
013366	THE SOCO GROUP, INC.	12/05/2017	Regular	0.00	4,744.77	59536
<u>0464739-IN</u>	Invoice	12/05/2017	FUEL FOR VEHICLES	0.00	4,030.73	
<u>0464806-IN</u>	Invoice	12/05/2017	FUEL FOR VEHICLES	0.00	714.04	
000013	U.S. POSTAL SERVICE	12/05/2017	Regular	0.00	236.00	59537
<u>PQ1217</u>	Invoice	12/05/2017	PO BOX THROUGH 12/31/18	0.00	236.00	
000023	ULTIMATE MOTORS, INC.	12/05/2017	Regular	0.00	45.00	59538
<u>26958</u>	Invoice	12/05/2017	VEHICLE REPAIRS: V25	0.00	45.00	
010850	UNDERGROUND SERVICE ALERT	12/05/2017	Regular	0.00	368.05	59539
<u>1120170336</u>	Invoice	12/05/2017	TICKET DELIVERY SERVICE - NOV 17	0.00	368.05	
010990	UTILIQUEST L.L.C.	12/05/2017	Regular	0.00	2,274.12	59540
<u>255638-Q</u>	Invoice	12/05/2017	CONTRACT LOCATING EXPENSE	0.00	643.20	
<u>255885-Q</u>	Invoice	12/05/2017	CONTRACT LOCATING EXPENSE	0.00	1,630.92	
000256	WATER INFORMATION SHARING AND ANALYSIS	12/05/2017	Regular	0.00	249.00	59541

*Check Report JBWD

Date Range: 12/01/2017 - 12/31/2017

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>2018-0101</u>	Invoice	12/05/2017	MEMBERSHIP DUES	0.00	249.00	
000327	WATER QUALITY SPECIALISTS	12/05/2017	Regular	0.00	3,310.00	59542
<u>5232</u>	Invoice	12/05/2017	HDMC WWTP: OPERATION & MAINT - NO	0.00	3,310.00	
000233	NAPA AUTO PARTS	12/05/2017	Regular	0.00	39.71	59543
<u>219025</u>	Invoice	12/05/2017	MAINLINE/LEAK REPAIR SUPPLIES	0.00	23.42	
<u>221554</u>	Invoice	12/05/2017	SMALL TOOLS - DISTRIBUTION	0.00	16.29	
000501	ACWA/JPIA	12/14/2017	Regular	0.00	17,675.71	59551
<u>0522644</u>	Invoice	12/14/2017	EE HEALTH BENEFIT & EAP JAN 18	0.00	17,675.71	
000675	AQUA-METRIC SALES COMPANY	12/14/2017	Regular	0.00	15,354.38	59552
<u>0067786-IN</u>	Invoice	12/14/2017	INVENTORY	0.00	15,354.38	
000950	ASSOCIATION OF THE S.B. CO. SPEC. DISTRICTS	12/14/2017	Regular	0.00	275.00	59553
<u>ASBCSD121217</u>	Invoice	12/14/2017	2018 MEMBERSHIP	0.00	275.00	
001630	AT&T MOBILITY	12/14/2017	Regular	0.00	1,254.79	59554
<u>829480028X1205</u>	Invoice	12/14/2017	COMMUNICATIONS - NOV 17	0.00	1,254.79	
013365	IMAGE SOURCE	12/14/2017	Regular	0.00	571.23	59555
<u>AR690129</u>	Invoice	12/14/2017	OFFICE EXPENSE 11/5/17 - 12/4/17	0.00	571.23	
010956	DOI-USGS	12/14/2017	Regular	0.00	17,849.85	59556
<u>90593654</u>	Invoice	12/14/2017	USGS COOPERATIVE WATER RESOURCES	0.00	10,490.43	
<u>90593655</u>	Invoice	12/14/2017	USGS COOPERATIVE WATER RESOURCES	0.00	7,359.42	
000126	EAST VALLEY WATER DISTRICT	12/14/2017	Regular	0.00	40.00	59557
<u>INV03571</u>	Invoice	12/14/2017	ERNIE TRAINING	0.00	40.00	
002820	EMPLOYEE RELATIONS, INC.	12/14/2017	Regular	0.00	50.35	59558
<u>80592</u>	Invoice	12/14/2017	EE RECRUITING EXPENSE	0.00	50.35	
000058	GARDA CL WEST, INC.	12/14/2017	Regular	0.00	13.59	59559
<u>70067288</u>	Invoice	12/14/2017	EVENXCHANGE FEES - NOV 17	0.00	13.59	
000500	ACE ALTERNATORS, GENERATORS & STARTERS	12/14/2017	Regular	0.00	60.04	59560
<u>104716</u>	Invoice	12/14/2017	VEHICLE REPAIR SUPPLIES: V28	0.00	60.04	
000188	4 SPORTS 'N MORE	12/14/2017	Regular	0.00	1,730.53	59561
<u>7208</u>	Invoice	12/14/2017	UNIFORMS	0.00	1,730.53	
004720	INLAND WATER WORKS	12/14/2017	Regular	0.00	7,251.58	59562
<u>S1003315.001</u>	Invoice	12/14/2017	SMALL TOOLS - DISTRIBUTION	0.00	8,682.28	
<u>S1003315.002</u>	Credit Memo	12/14/2017	CREDIT: SMALL TOOLS - DISTRIBUTION	0.00	-8,682.28	
<u>S1003315.003</u>	Invoice	12/14/2017	SMALL TOOLS - DISTRIBUTION	0.00	7,251.58	
009054	KATHLEEN J. RADNICH	12/14/2017	Regular	0.00	877.40	59563
<u>171203-1</u>	Invoice	12/14/2017	PUBLIC RELATIONS SERVICES	0.00	323.40	
<u>171210-1</u>	Invoice	12/14/2017	PUBLIC RELATIONS SERVICES	0.00	554.00	
008415	PRUDENTIAL OVERALL SUPPLY	12/14/2017	Regular	0.00	92.03	59564
<u>22528696</u>	Invoice	12/14/2017	SHOP EXPENSE	0.00	41.83	
<u>22528698</u>	Invoice	12/14/2017	SHOP EXPENSE	0.00	50.20	
008201	PURCHASE POWER	12/14/2017	Regular	0.00	2,018.50	59565
<u>PB121217</u>	Invoice	12/14/2017	POSTAGE REFILL FOR METER	0.00	2,018.50	
013218	OFFICETEAM	12/14/2017	Regular	0.00	1,253.01	59566
<u>49761624</u>	Invoice	12/14/2017	TEMPORARY LABOR	0.00	1,253.01	
008414	PROVIDEO	12/14/2017	Regular	0.00	300.00	59567
<u>1133</u>	Invoice	12/14/2017	VIDEO TAPING & YOU TUBE BD MEETING	0.00	300.00	
009920	STANDARD INSURANCE CO	12/14/2017	Regular	0.00	905.89	59568

*Check Report JBWD

Date Range: 12/01/2017 - 12/31/2017

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>ST1217</u>	Invoice	12/14/2017	EE LIFE INSURANCE - DEC 17	0.00	905.89	
011101	VAGABOND WELDING SUPPLY	12/14/2017	Regular	0.00	435.63	59569
<u>103590</u>	Invoice	12/14/2017	SMALL TOOLS - PRODUCTION	0.00	435.63	
009980	SWRCB FEES	12/14/2017	Regular	0.00	2,088.00	59570
<u>WD-0128449</u>	Invoice	12/14/2017	ANNUAL DISCHARGE PERMIT FEE 7/1/17 -	0.00	2,088.00	
009980	SWRCB FEES	12/14/2017	Regular	0.00	14,929.00	59571
<u>WD-0128471</u>	Invoice	12/14/2017	HDMC WWTP ANN'L DISCHARGE PERMIT	0.00	14,929.00	
009980	SWRCB FEES	12/14/2017	Regular	0.00	90.00	59572
<u>SWRCB-120617</u>	Invoice	12/14/2017	D-3 RENEWAL	0.00	90.00	
010990	UTILIQUEST L.L.C.	12/14/2017	Regular	0.00	244.52	59573
<u>256211-Q</u>	Invoice	12/14/2017	CONTRACT LOCATING EXPENSE	0.00	194.28	
<u>256461-Q</u>	Invoice	12/14/2017	CONTRACT LOCATING EXPENSE	0.00	50.24	
011615	WESTERN EXTERMINATOR CO.	12/14/2017	Regular	0.00	32.00	59574
<u>WE113017</u>	Invoice	12/14/2017	PEST CONTROL SERVICES - SHOP	0.00	32.00	
013787	WESTIN TECHNOLOGY SOLUTIONS, LLC	12/14/2017	Regular	0.00	11,597.50	59575
<u>10042</u>	Invoice	12/14/2017	ORGANIZATIONAL ASSESSMENT	0.00	11,597.50	
013359	XEROX FINANCIAL SERVICES	12/14/2017	Regular	0.00	395.66	59576
<u>1004756</u>	Invoice	12/14/2017	OFFICE EXPENSE 12/7/17 - 1/6/18	0.00	395.66	
000248	PAYCHEX	12/01/2017	Manual	0.00	340.30	900858
<u>310807</u>	Invoice	12/01/2017	PAYROLL PROCESSING FEE	0.00	340.30	
001517	CalPERS	12/01/2017	Manual	0.00	8,832.70	900859
<u>PPE 11-24-17</u>	Invoice	12/01/2017	PAY PERIOD ENDING 11/24/17	0.00	8,832.70	
000236	PAYPRO ADMINISTRATORS	12/15/2017	Manual	0.00	449.97	900860
<u>PPE 12-8-17</u>	Invoice	12/15/2017	EE FSA DEDUCTIONS 12-15-17	0.00	449.97	
000248	PAYCHEX	12/15/2017	Manual	0.00	99.00	900861
<u>17372863</u>	Invoice	12/15/2017	TIME & LABOR ONLINE USAGE FEE	0.00	99.00	
000248	PAYCHEX	12/15/2017	Manual	0.00	340.30	900862
<u>311438</u>	Invoice	12/15/2017	PAYROLL PROCESSING FEE	0.00	340.30	
004195	HOME DEPOT CREDIT SERVICES	12/15/2017	Manual	0.00	1,074.16	900863
<u>HD1217</u>	Invoice	12/15/2017	MAINLINE/LEAK SUPPLIES/SMALL TOOLS/	0.00	1,074.16	
001008	BUSINESS CARD	12/15/2017	Manual	0.00	4,905.63	900864
<u>BA1217</u>	Invoice	12/15/2017	UNIFORMS/TRAINING/OFFICE SUPPLIES	0.00	4,905.63	
001004	BUSINESS CARD	12/15/2017	Manual	0.00	1,208.45	900865
<u>BA1217</u>	Invoice	12/15/2017	TELEPHONE (OFFICE)/OFFICE SUPPLIES/E	0.00	1,208.45	
001005	BANK OF AMERICA	12/15/2017	Manual	0.00	5,518.31	900866
<u>BA1217</u>	Invoice	12/15/2017	DIRECTOR/CAC EDUCATION/OFFICE SUPP	0.00	5,518.31	
001517	CalPERS	12/15/2017	Manual	0.00	8,827.42	900867
<u>PPE 12-8-17</u>	Invoice	12/15/2017	PAY PERIOD ENDING 12/08/17	0.00	8,827.42	
VEN01533	PAYMENTUS GROUP INC.	12/21/2017	Manual	0.00	2,111.10	900868
<u>US17110196</u>	Invoice	12/21/2017	CREDIT CARD PROCESSING FEE - NOV 17	0.00	2,111.10	
001517	CalPERS	12/28/2017	Manual	0.00	9,107.96	900869
<u>PPE 12-22-17</u>	Invoice	12/28/2017	PAY PERIOD ENDING 12/22/17	0.00	9,107.96	
000248	PAYCHEX	12/29/2017	Manual	0.00	355.10	900870
<u>312062</u>	Invoice	12/29/2017	PAYROLL PROCESSING FEE	0.00	355.10	
009880	SOUTHERN CALIFORNIA EDISON CO	12/29/2017	Manual	0.00	2,217.85	900871

*Check Report JBWD

Date Range: 12/01/2017 - 12/31/2017

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>5CE1217</u>	Invoice	12/29/2017	POWER TO BLDGS & GEN - DEC 17	0.00	2,217.85	
000025	ICMA RC	12/31/2017	Manual	0.00	10,042.60	900872
<u>900872</u>	Invoice	12/31/2017	457 REMITTANCE - DEC 17	0.00	5,704.44	
<u>900872A</u>	Invoice	12/31/2017	457 REMITTANCE - 2017 ER CONT	0.00	4,338.16	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	63	0.00	308,604.31
Manual Checks	16	15	0.00	55,430.85
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	106	78	0.00	364,035.16

**JOSHUA BASIN WATER DISTRICT
UTILITY REFUND REGISTER**

<u>Account Number</u>	<u>Name</u>	<u>Date</u>	<u>Type</u>	<u>Amount</u>	<u>Reference</u>
07-00078-013	BARTON, JOHN P	12/5/2017	Refund	30.88	Check #: 59544
07-00098-008	MEZA, GERARDO	12/5/2017	Refund	153.94	Check #: 59545
12-00351-002	HAYES, ZACHARY R	12/5/2017	Refund	27.47	Check #: 59546
53-00071-012	JONES, JEREMY	12/5/2017	Refund	17.45	Check #: 59547
61-00158-008	SCHULTZ, FRANK	12/5/2017	Refund	139.88	Check #: 59548
64-99236-000	ACC CONSTRUCTION INC	12/5/2017	Refund	19.84	Check #: 59549
65-00194-002	STRATTON, ARWIN	12/5/2017	Refund	24.86	Check #: 59550
03-00090-005	SEWARD, ERIC	12/14/2017	Refund	9.51	Check #: 59577
03-00212-012	ELLIOT, COREY A	12/14/2017	Refund	0.01	Check #: 59578
05-00041-012	ZAMORA, EDUARDO	12/14/2017	Refund	31.36	Check #: 59579
09-00134-011	FARBER, CHRISTOPHER	12/14/2017	Refund	6.33	Check #: 59580
10-00317-007	THALLAS, ALEAH	12/14/2017	Refund	29.85	Check #: 59581
12-00170-004	COLLINS, KRIS	12/14/2017	Refund	61.66	Check #: 59582
13-00269-009	AFFORDABLE RENTALS	12/14/2017	Refund	50.00	Check #: 59583
13-00316-003	BOOTH, KEVIN A	12/14/2017	Refund	0.61	Check #: 59584
51-00108-001	CRANSTON, MARK	12/14/2017	Refund	107.28	Check #: 59585
57-00037-008	MCPHILLIPS, RAMSEY	12/14/2017	Refund	100.00	Check #: 59586
62-00083-000	FOX, CARY	12/14/2017	Refund	25.29	Check #: 59587
62-00125-011	GOFF, DAVID J	12/14/2017	Refund	40.78	Check #: 59588
01-00084-002	ERMAN, CELESTE	12/14/2017	Refund	70.01	Check #: 59589
11-00375-000	ECKENROTH, DAVID	12/14/2017	Refund	60.92	Check #: 59590
55-00204-010	REIL, CARMEN	12/14/2017	Refund	29.14	Check #: 59591
05-00132-000	TRUST, GERARD LADANNE FAMILY	12/14/2017	Refund	478.69	Check #: 59592
				<u>1,515.76</u>	

JOSHUA BASIN WATER DISTRICT

DECEMBER 2017

DIRECTOR PAY

PAY PERIODS: 11/11/2017 - 12/22/2017

Director	Date	Type	Amount	Notes
THOMAS FLOEN	11/14/2017	UNPAID DIRECTOR	0.00	RESERVE FUNDING WORKSHOP
THOMAS FLOEN	11/15/2017	Director Pay	173.63	JBWD BOARD MEETING
THOMAS FLOEN	11/20/2017	UNPAID DIRECTOR	0.00	FINANCE COMMITTEE MEETING
THOMAS FLOEN	12/06/2017	Director Pay	173.63	JBWD BOARD MEETING
THOMAS FLOEN	12/18/2017	Director Pay	173.63	FINANCE COMMITTEE MEETING
THOMAS FLOEN	12/20/2017	Director Pay	173.63	JBWD BOARD MEETING
			<u>694.52</u>	
GEARY HUND	11/11/2017	Director Pay	173.63	10/26/17 MWA BOARD MEETING
GEARY HUND	11/11/2017	Mileage/Vehicle Expense	73.25	10/26/17 MILES: MWA BOARD MEETING
GEARY HUND	11/14/2017	Director Pay	173.63	RESERVE FUNDING WORKSHOP
GEARY HUND	11/15/2017	Director Pay	173.63	JBWD BOARD MEETING
GEARY HUND	12/06/2017	Director Pay	173.63	JBWD BOARD MEETING
GEARY HUND	12/18/2017	Director Pay	173.63	WATER RESOURCES & OPS COMMITTEE MEETING
GEARY HUND	12/20/2017	Director Pay	173.63	JBWD BOARD MEETING
			<u>1,115.03</u>	
ROBERT JOHNSON	11/14/2017	Director Pay	173.63	RESERVE FUNDING WORKSHOP
ROBERT JOHNSON	11/15/2017	Director Pay	173.63	JBWD BOARD MEETING
ROBERT JOHNSON	11/20/2017	Director Pay	173.63	FINANCE COMMITTEE MEETING
ROBERT JOHNSON	12/18/2017	Director Pay	173.63	FINANCE COMMITTEE MEETING
ROBERT JOHNSON	12/20/2017	Director Pay	173.63	JBWD BOARD MEETING
			<u>868.15</u>	
MICKEY C LUCKMAN	11/14/2017	Director Pay	173.63	RESERVE FUNDING WORKSHOP
MICKEY C LUCKMAN	11/15/2017	Director Pay	173.63	JBWD BOARD MEETING
MICKEY C LUCKMAN	11/27/2017	Director Pay	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	11/27/2017	Director Training	60.99	MILES: ACWA FALL CONFERENCE
MICKEY C LUCKMAN	11/28/2017	Director Pay	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	11/29/2017	Director Pay	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	11/30/2017	Director Pay	173.63	ACWA FALL CONFERENCE
MICKEY C LUCKMAN	11/30/2017	Director Training	60.99	MILES: ACWA FALL CONFERENCE
MICKEY C LUCKMAN	12/06/2017	Director Pay	173.63	JBWD BOARD MEETING
MICKEY C LUCKMAN	12/09/2017	Director Pay	173.63	11/13/17 ASBCSD MEETING
MICKEY C LUCKMAN	12/09/2017	Meals/Lodging	21.00	11/13/17 ASBCSD DINNER
MICKEY C LUCKMAN	12/20/2017	Director Pay	173.63	JBWD BOARD MEETING
			<u>1,705.65</u>	
REBECCA UNGER	11/14/2017	Director Pay	173.63	RESERVE FUNDING WORKSHOP
REBECCA UNGER	11/15/2017	Director Pay	173.63	JBWD BOARD MEETING
REBECCA UNGER	11/28/2017	Director Pay	173.63	ACWA FALL CONFERENCE
REBECCA UNGER	11/29/2017	Director Pay	173.63	ACWA FALL CONFERENCE
REBECCA UNGER	11/30/2017	Director Pay	173.63	ACWA FALL CONFERENCE
REBECCA UNGER	12/06/2017	Director Pay	173.63	JBWD BOARD MEETING
REBECCA UNGER	12/20/2017	Director Pay	173.63	JBWD BOARD MEETING
			<u>1,215.41</u>	
		TOTAL	<u>5,598.76</u>	

JOSHUA BASIN WATER DISTRICT STAFF REPORT

Meeting: Board of Directors

January 17, 2018

Report to: President and Members of the Board

Prepared by: Curt Sauer

TOPIC: WELL 14 REHABILITATION – APPROVAL TO FUND ADDITIONAL WORK

RECOMMENDATION: That the Board authorize the General Manager to take such actions as needed, to further treat Well 14, at a cost not to exceed \$225,000 with a 10 percent contingency of \$15,000.

ANALYSIS:

Well, 14 has been offline for approximately 2 years, with rehabilitation efforts started in February of 2016.

The General Manager considers this an emergent situation, as the inability to bring this well back on line would create an untenable situation for the District.

During this time, two contractors have conducted three rehab / cleaning / pumping efforts that have not been successful. Additionally, staff has treated the upper gravel pack successfully, but the District does not have the equipment to treat the well casing.

We have developed a plan for next steps with staff, Water Systems Engineering of Kansas City and Dudek Engineering. Bids were requested from 4 companies, with known capability to meet additional standards for pumping down to 740 feet below ground surface. Bids received will be opened the afternoon of January 17, 2018, and a more accurate cost to conduct this 4th effort will be known at the time of the Board meeting.

Working with Dudek, we have developed an estimate of what the new protocols may cost. It could be in the area of \$225,000 hopefully less. The alternative to not conducting this rehabilitation effort is either to leave the well offline or install a State DDW approved four log treatment process at a cost of approximately \$200,000. This 4 log system will require weekly data logging, monthly reports to the State DDW and additional staff time to monitor the treatment process.

With the approval of this project, we hope to have work started on Well 14 in February.

JOSHUA BASIN WATER DISTRICT STAFF REPORT

Meeting: Board of Directors

January 17, 2018

Report to: President and Members of the Board

Prepared by: Curt Sauer

TOPIC: PRESENTATION BY MIKE METTS ON VARIOUS PROJECTS IN THE PLANNING PROCESS

RECOMMENDATION: Receive for information only

ANALYSIS:

Mike will be in the District the afternoon of January 17, 2018, and is planning to attend the Board Meeting for the Well 14 discussion. Since he is going to be present, we wanted to take the opportunity to inform the Board on projects such as tank rehabilitation, water flow modelling, Tilford Way's pipeline replacement engineering and potential complexities of replacing booster pumps, such as at the G booster station (which is located at the E-1 tank).

JOSHUA BASIN WATER DISTRICT
STAFF REPORT

Meeting of the Board of Directors

January 17, 2018

Report to: President and Members of the Board

Prepared by: Curt Sauer

TOPIC: RECRUITMENT OF THE DIRECTOR OF WATER RESOURCES AND OPERATIONS (DWRO) POSITION

RECOMMENDATION: Recommend that the Board authorize the General Manager to revise the DWRO position as an Assistant General Manager of Operations

ANALYSIS:

The District advertised the DWRO position in October/November for 40 days. We received 10 applications, three (3) of which made the initial screening. We interviewed using a five (5)-person panel of field and office staff. The unanimous recommendation from the panel was to re-advertise the position.

I believe it is a high priority to promptly fill this position with a qualified, experienced manager. Implementation of the recommendations of the Organizational Assessment, as well as the immediacy of project planning to implement the Capital Improvement Plan (CIP) projects, demonstrates the need to fill this position.

In discussions with Doug Spiers, Westin, Inc., the consultant completing the organizational assessment, I have confirmed that a high priority recommendation will be to restructure the organizational chart so that the DWRO position has the same authority as the current Assistant General Manager. This structure aligns with industry standards, provides a more desirable recruitment pool, recognizes the complexity of implementing the Capital Improvement Plan and provides for succession management.

It is my recommendation to the Board that the current DWRO position is re-described as an Assistant General Manager of Operations, and that the pay scale commensurate with the same pay scale as the existing Assistant General Manager /CFO. At the top end of the salary table, this is a \$23,000 annual increase over the current pay scale for DWRO.

Another important consideration for the District is succession planning. The current General Manager will be retiring from 1 to 2.5 years from now. The current Assistant General Manager is planning to retire in 4 years and is not interested in assuming the General Manager position.

This succession management strategy potentially moves an already informed /experienced employee into the GM position. It is a smoother transition and potentially saves the District up to \$50,000 (Head Hunter Consultant) during the search for a General Manager. The District's Assistant General Manager and Human Resources Manager agree with this recommendation.

JOSHUA BASIN WATER DISTRICT
STAFF REPORT

Meeting of the Board of Directors

January 17, 2018

Report to: President and Members of the Board

Prepared by: Curt Sauer

TOPIC: FINAL WATER STORAGE AGREEMENT WITH MOJAVE WATER AGENCY

RECOMMENDATION: That the Board approve the water storage agreement with Mojave Water Agency.

ANALYSIS: Following discussions with the Board at the November 1 Board meeting the General Manager discussed item 12, Termination with MWA Staff. As currently written in this document, Section 12 has been agreed to by the MWA Engineering and Operations Committee, on January 9, with a recommendation to their Board that the Water Supply Agreement be signed.

I am recommending that the Board accept this Agreement and direct the General Manager to sign it.

Background (from the November 1 Staff report):

Section 1 of the Agreement covers ownership of the stored water (MWA) until requested by JBWD.

Section 2 covers JBWD's authority to prevent additional water storage should operations under this Agreement adversely affect JBWD.

Sections 3 thru 8 speak to how the water will be stored, what amount of "water loss" will be debited from the stored water account, and MWA's ability to meet JBWD's annual requests for state water from "stored water" rather than delivering it through the pipeline.

Sections 9 and 10 speak to indemnifications.

Section 11 covers term of the contract, which is an annual automatic renewal unless terminated by either Party.

Section 12 – UPDATED as of January 9: This section has been changed so that if JBWD decides to terminate the agreement, JBWD would need to pay MWA for their stored water. However, rather than all at once, JBWD would be required to pay MWA each year, based on a running average of the past three years, or no less than 500 AF per year.

End of Report

**WATER STORAGE AGREEMENT
BETWEEN
MOJAVE WATER AGENCY
AND
JOSHUA BASIN WATER DISTRICT**

This AGREEMENT is made this ____ day of _____, 2018, by and between the Mojave Water Agency (hereinafter MWA) and Joshua Basin Water District (hereinafter JBWD).

RECITALS

- A. JBWD is a County Water District organized and operating pursuant to California Water Code section 30000, et seq.
- B. MWA is organized and operating pursuant to California Water Code, Appendix 97, et seq.
- C. The primary purposes of this Agreement are to more efficiently use the water supplies available to MWA and JBWD, and to make supplemental water supplies available to JBWD.

DEFINITIONS

JBWD - Joshua Basin Water District.

Groundwater basin – DWR Bulletin 118 Groundwater Basin, Joshua Tree 7-62, as shown in Exhibit A attached hereto.

MWA- Mojave Water Agency.

MWA Storage Water- Water delivered to the Point of Delivery by MWA in excess of water ordered by JBWD on an annual basis shown on Exhibit B attached hereto.

MWA Storage Water Account- State Water Project water delivered by MWA pursuant to this Agreement shall be credited to a MWA Storage Water account. MWA will be responsible for recording and maintaining the storage water in the account subject to review and approval of Joshua Basin Water District on an annual basis.

Point of Delivery- The location at which MWA Storage Water is delivered and measured, as established pursuant to Section 6 of this Agreement as shown on Exhibit B.

AGREEMENT

In consideration of the foregoing recitals and the covenants contained herein, the Parties to this Agreement hereby agree as follows:

Section 1. Delivery, Amount, and Ownership of Stored Water. Subject to the conditions of this Agreement, MWA may deliver State Water Project water to be stored in the basin as defined in Exhibit A, until such time as requested by JBWD. MWA will have the exclusive option of meeting the annual JBWD request for SWP water by transferring MWA banked water to JBWD or delivering SWP water directly to JBWD. The amount of water to be stored in the basin for MWA hereunder shall not be limited, upon mutual agreement by JBWD and MWA.

Section 2. Implementation of Agreement. Notwithstanding any other provisions of this Agreement, the Parties hereto recognize that implementation of this Agreement may be restricted or terminated if it is determined that operations authorized under this Agreement would adversely affect JBWD. Adverse effects include, but are not limited to, high groundwater levels, subsidence or permanent loss of storage capacity due to compaction of water-bearing soils, or due to a continuous decline of water levels. If any Party is informed or believes that implementation of this Agreement or any part hereof may adversely affect the basin as shown in Exhibit A, that Party shall give notice to the other Party containing a general description of the First party's information or belief. The Parties hereto shall meet and confer within ten (10) business days after written notice by the First Party.

Section 3. MWA Storage Water. From time to time, MWA may have opportunity to receive water from the State Water Project in excess of JBWD's annual request for any given year. MWA, in conjunction with JBWD, will store this excess water in the basin, as described in Exhibit A, in accordance with this Agreement, upon mutual agreement by JBWD and MWA. All costs associated with delivering the water including the cost of the water to the point of delivery shall be borne by MWA. MWA shall notify JBWD at least thirty (30) days in advance of intent to deliver to the MWA Storage Water Account. MWA and JBWD shall mutually agree on delivery schedules. The MWA Storage Water Account deliveries shall not interfere with delivery of JBWD's annual request. All State Water Project water, less losses pursuant to Section 4, provided by MWA and delivered to the basin as described in Exhibit A for storage will be credited to the MWA Storage Water Account.

Section 4. Storage Water Shrinkage. MWA agrees to the provision for water shrinkage, based on a 15% reduction factor for its pre-delivered water that is stored in the groundwater basin. This shrinkage factor is in consideration of water losses, and use of recharge site and facilities developed, constructed, operated, and maintained by JBWD. Cumulative deliveries shall be reduced by a 15% shrinkage factor on a per acre-foot basis and shall be debited from the MWA Storage Account.

EXAMPLE

Year	Delivery AF	15% Shrinkage AF	Total Storage AF
One	1,250.00	187.50	1,062.50
Two	1,000.00	150.00	850.00
Three	1,250.00	187.50	1,062.50
Totals	3,500.00	525.00	2,975.00

Section 5. Water Available to MWA. MWA Storage Water shall be available to MWA in a cumulative amount equal to the amount of water credited to the MWA Storage Water Account, minus the Provision for Water Storage Shrinkage Factor.

Section 6. Point of Delivery. MWA Storage Water shall be delivered to and measured at the MWA flow meter on the Morongo Basin Pipeline at the JBWD pipeline extension connection, as defined in Exhibit B.

Section 7. Protection of Other MWA Water Users. It is the objective of MWA and JBWD that this Agreement shall not adversely affect the rights of other water users within MWA.

Section 8. MWA Storage Water Account Withdrawals. Requests for State Water Project water by JBWD will be submitted to MWA. At the sole discretion of MWA, MWA's contractual delivery requirements to JBWD, as requested by JBWD through its water order, may be met in total or part by allocating a portion of the water stored in the MWA Storage Account providing, however, that an adverse condition does not exist as provided for in Section 2. In the event of an adverse condition, the Parties shall meet and confer pursuant to Section 2. As a result of the transfer and sale of stored water to JBWD, MWA's account shall be debited by an equal amount. MWA shall submit this accounting on an annual basis to JBWD. Water in the MWA Storage Water Account shall be deemed transferred to JBWD upon MWA's written notification to JBWD of the transfer and payment to MWA at a price equal to the then current purchase price established by MWA for water delivered to JBWD pursuant to the water rates set by MWA. It is hereby agreed that there is no charge, rent, assessment or expense incurred by MWA by reasons of its spreading and storing the MWA Storage Water Account pursuant to this Agreement except for application of the Water Storage Shrinking Factor. No easement, license, or other right is granted by this Agreement for the use of pipelines, wells, flood control channels, spreading basins, or any other physical facilities or land.

Section 9. JBWD Indemnification. JBWD agrees to indemnify, defend and hold harmless MWA, its directors, officers, employees, and agents from any and all claims including, but not limited to, property damage, personal injury or death arising or alleged to arise out of or connected with JBWD physical control, carriage, handling, use or distribution of storage water made available by MWA once said water has been delivered to delivery point, except for the active negligence or willful misconduct of MWA. JBWD

shall be responsible for any documentation required under the California Environmental Quality Act (CEQA).

Section 10. MWA Indemnification. MWA agrees to indemnify, defend, and hold harmless JBWD, its directors, officers, employees, and agents from any and all claims, whether filed in a court of law or with an administrative agency, arising or alleged to arise out of or connected with the storage program implemented pursuant to this Agreement, including, but not limited to, claims contesting the legal validity of the program, excepting the active or willful negligence of JBWD.

Section 11. Term of Contract. This Agreement shall become effective as of the date first written above, and shall automatically renew annually as of the date of this Agreement unless terminated by one of the Parties pursuant to Sections 12 or 13.

Section 12. Termination by JBWD. In the event that JBWD terminates this Agreement, water remaining in the MWA Storage Water Account, except Provision for Water Losses, shall be available for use by JBWD upon payment to MWA at a price calculated in accordance with Section 8. The remaining balance in the MWA Storage Water Account shall be liquidated in annual volumetric amounts not less than the running three- year average of JBWD water purchases by JBWD. Regardless of water purchases, the liquidated annual volumetric amounts shall not be less than 500 acre-feet, or as otherwise mutually agreed upon by the Parties. JBWD may terminate this Agreement with One-Hundred Eighty (180) days written notice to MWA.

Section 13. Termination by MWA. In the event that MWA terminates or is unable to fulfill its obligations under this Agreement, water remaining in the MWA Storage Water Account, except Provision for Storage Water Shrinkage, shall be available for use by JBWD upon payment to MWA at a price calculated in accordance with Section 8. The remaining balance in the MWA Storage Water Account shall be liquidated in volumetric amounts not to exceed the annual requests made by JBWD, or as otherwise mutually agreed upon by the Parties. Notwithstanding any other provision in this Agreement, MWA may terminate this Agreement with One-Hundred Eighty (180) days written notice to JBWD.

Section 14. Notices. Any notice, tender or delivery to be given hereunder by any Party hereto to the other shall be effected by personal delivery in writing or electronic mail transmittal or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of mailing or in case of personal delivery or electronic mail, as of actual receipt. Mailed notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this section.

To JBWD: General Manager
JOSHUA BASIN WATER DISTRICT
PO Box 675
Joshua Tree, California 92252

To MWA: General Manager
MOJAVE WATER AGENCY
13846 Conference Center Drive
Apple Valley, California 92307

Section 15. Attorney Fees. Each Party will bear its own attorney fees and costs.

Section 16. Amendments. This is an entire Agreement and supersedes only those prior agreements oral or written between the Parties to this Agreement regarding the subject matter thereto, and cannot be amended unless in writing, with specific reference hereto, and cannot be amended unless in writing, with specific reference hereto by Parties authorized to be charged. Failure by any Party to enforce any provisions shall not constitute a waiver of said Party's right to enforce subsequent violation of the same or any other provisions.

Section 17. Inurement. This Agreement shall not be assigned by any Party without the express written consent of the other Parties hereto. This Agreement shall be binding upon and inure to the benefit of the successors of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by its authorized officers.

Mojave Water Agency

Joshua Basin Water District

By: _____

Print Name

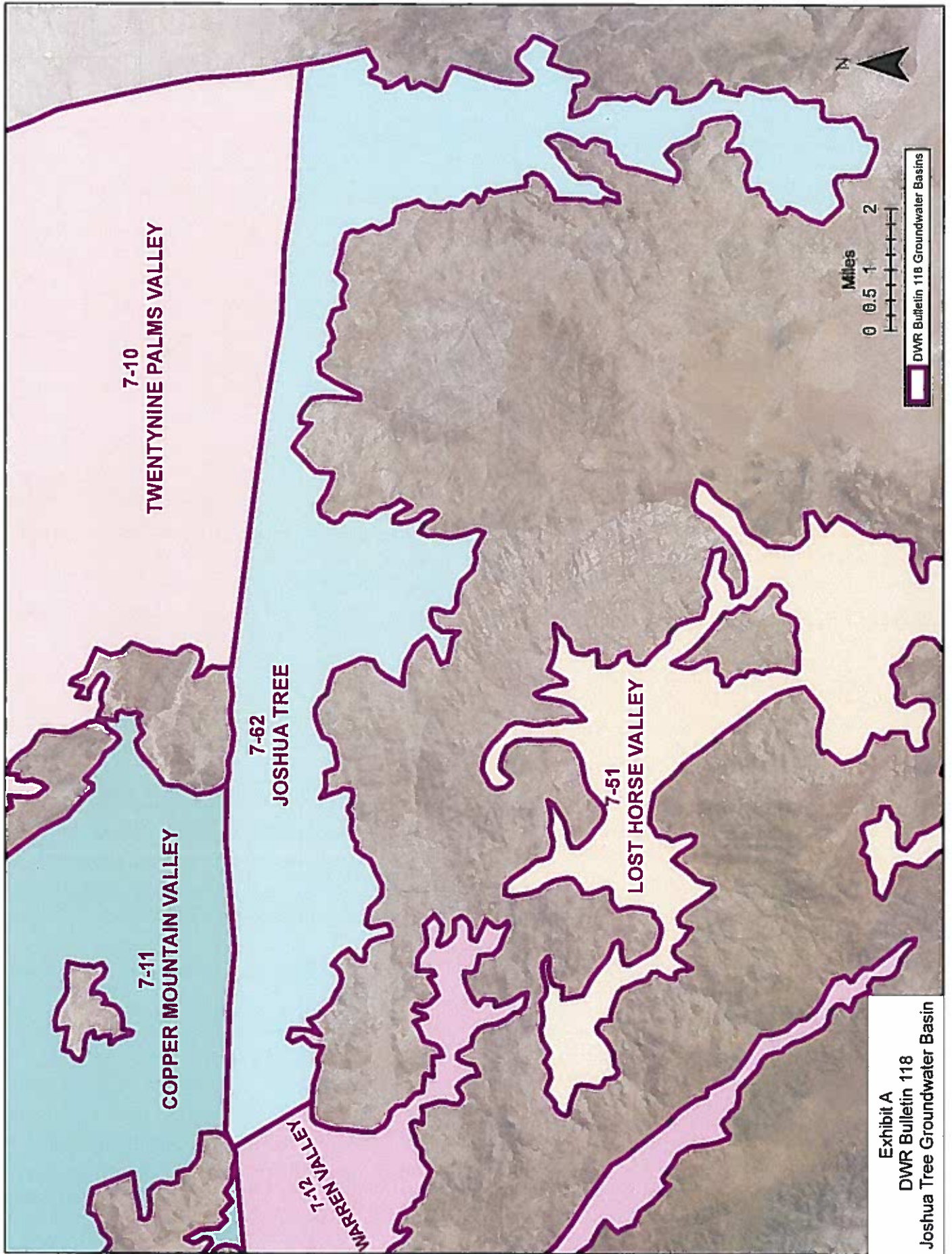
Print Name

Title: _____

Title: _____

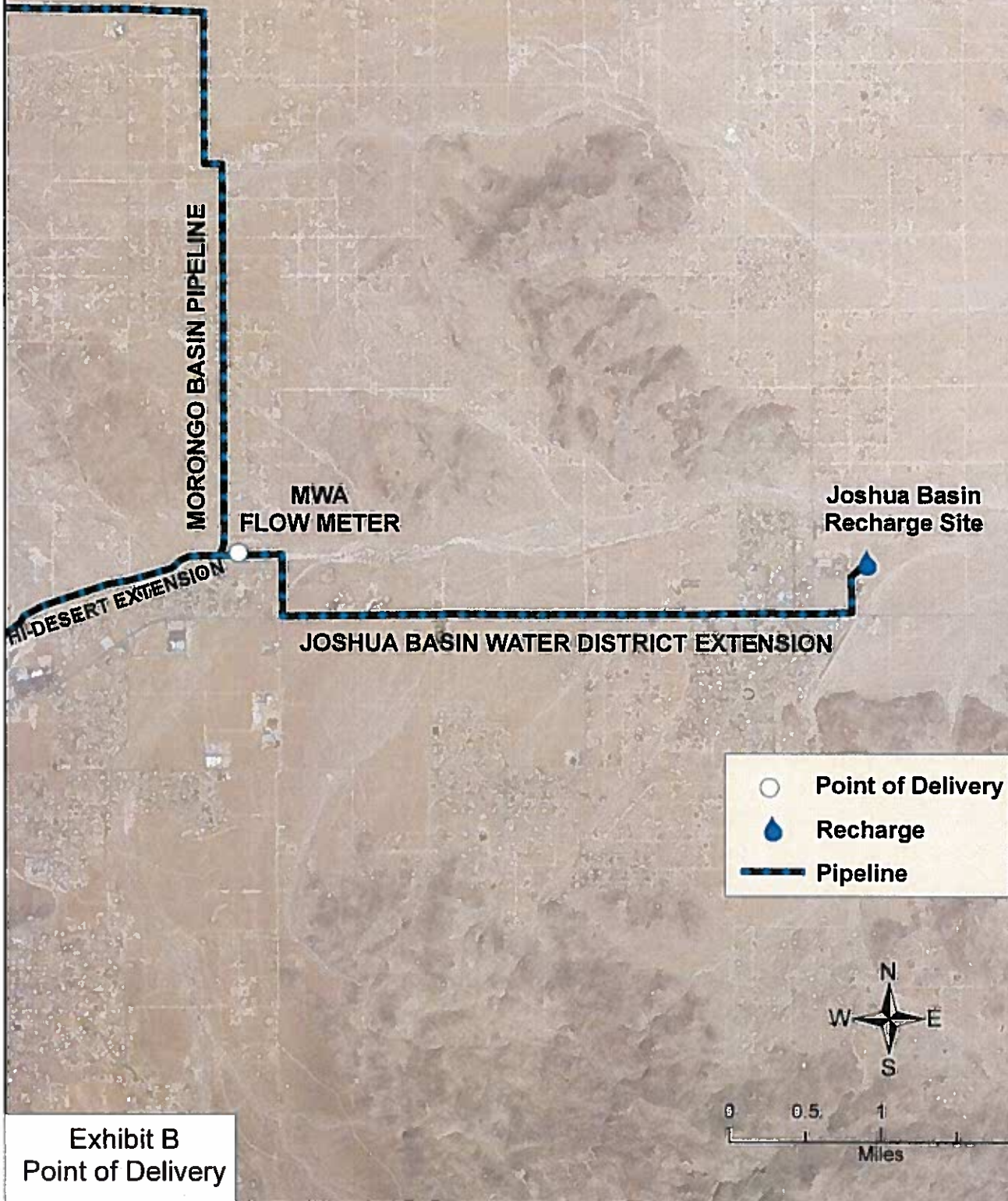
Date: _____

Date: _____



Path: L:\Projects\Morongo\JWD\WD\Maps\ExhA_JBT\JTDGroundwaterBasins.mxd

Water Delivery Facilities



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JOSHUA BASIN WATER DISTRICT
STAFF REPORT

Meeting of the Board of Directors

January 17, 2018

Report to: President and Members of the Board

Prepared by: Curt Sauer

TOPIC: AGREEMENT WITH MWA FOR WATER SUPPLY CONNECTION AND
TRANSFER OF FACILITIES AT RECHARGE TURN OUT

RECOMMENDATION: That the Board approve the Agreement with MWA.

ANALYSIS:

The Board heard this item on October 18, 2017. There were no concerns at that time, and the Board supported the Agreement. On January 9, MWA's Engineering and Operations Committee reviewed the Agreement and recommended its approval to the MWA Board. I am seeking final approval from the Board to sign this Agreement, and inform MWA that our Board of Directors approves the agreement so their staff may inform their Board.

BACKGROUND:

When the Recharge Pipeline was constructed in the 1990's, Mojave Water Agency (MWA) built and owned all facilities from the Turn Out located on Linda Lee in Yucca Valley to the first pressure reduction station on Yucca Mesa Road.

In 2012/13, when the District extended the pipeline and constructed the recharge ponds, the facilities within the Turn Out were replaced by the District, and the District retained ownership of the equipment in the vault.

This has left a 2,000 feet section of recharge pipeline that is currently owned by the MWA. MWA has requested that we take ownership of that pipeline. According to MWA, this is an oversight of past management activities, as their intention was to have JBWD take ownership of all facilities downstream of the Master meter, located in the Turn Out vault.

This is the same agreement they have with Hi-Desert Water District.

There are no costs associated with taking ownership, and the State has confirmed there is no impact to the loan agreements if a change in ownership occurs. The loan has been paid by MWA.

Future costs, in 50 to 75 years, when the pipeline needs to be replaced, is roughly estimated to be on the order of \$400,000. This would be done at the same time we replace the other 3+ miles of pipeline from Yucca Mesa Road to the recharge facility.

**AGREEMENT FOR WATER SUPPLY CONNECTION AND
TRANSFER OF FACILITIES CONSTRUCTED UNDER
THE CALIFORNIA WATER CONSERVATION
BOND LAW OF 1988 (CONTRACT NO. E74007)**

**BETWEEN THE MOJAVE WATER AGENCY
AND
JOSHUA BASIN WATER DISTRICT**

WATER SUPPLY CONNECTION AND TRANSFER OF FACILITIES

PREAMBLE

This Agreement is entered into between the Mojave Water Agency (Agency), a (PUBLIC AGENCY) and the Joshua Basin Water District (Customer), a (PUBLIC AGENCY).

RECITALS

1. The State and the Agency entered into a loan contract, No. E74007, dated August 22, 1994. The contract was for a loan by the State to the Agency under the California Water Conservation Bond Law of 1988 ("WCBL"), in an amount not to exceed \$5,250,000. (The contract is hereinafter referred to as the "WCBL Loan Contract", and is attached hereto and incorporated herein by reference as Exhibit "A".) The purpose of the WCBL Loan Contract was to finance a Ground Water Recharge Project.

2. Article A-15 of the WCBL Loan Contract between the State and Agency prohibits sale, transfer, or encumbrance of any portion of the project or associated real or personal property without prior permission of the State. The State has provided verbal and written acknowledgment that this condition is no longer in effect.

3. The Agency and Customer hereby enter into this agreement whereby the Customer assumes full rights and obligations for a portion of Reach 1 of the project (attached hereto and incorporated herein by reference as Exhibits 1, 2 and 3) under the WCBL Loan Contract and are bound by the Water Supply Connection Agreement terms (attached hereto and incorporated by reference as Exhibit B.)

AGREEMENT

4. Therefore, the Agency, and the (Customer) agree as follows:

a. The Agency hereby assigns and transfers to the Customer all rights, obligations and property for a portion of Reach 1 facilities constructed under WCBL Loan Contract E74007 (as shown in Exhibits 1, 2 and 3);

b. The Agency hereby reserves all rights, obligations and property associated with Reach 1 facilities (excluding those shown on Exhibits 1, 2 and 3 as being transferred to the Customer) constructed under WCBL Loan Contract E74007;

c. The Customer promises to perform the obligations described in the WCBL Loan Contract and further assumes all rights and duties thereunder related to the portion of Reach 1 facilities (as shown in Exhibits 1, 2 and 3).

d. The Agency and Customer agree to and are bound by the Water Connection Agreement Terms (attached as Exhibit B).

GENERAL PROVISIONS

5. Terms of the WCBL Loan Contract shall remain in full force and effect with the transfer of facility.

6. Each of the parties hereto agrees to execute any and all documents necessary to effectuate the intent and purpose of this Transfer of Facility Agreement and Water Supply Connection Agreement terms (Exhibit B).

7. This Agreement shall be binding upon the successors and assigns of each of the parties hereto.

8. In the event of any conflict or inconsistency between the provisions of this Agreement and the WCBL Loan Contract, the provisions herein shall control in all respects.

9. This Agreement shall be governed by the laws of the State of California.

10. The signatories to this Agreement, on behalf of all parties hereto, warrant and represent that they have the authority to execute this agreement and to assume or release the rights and obligations referred to herein.

Mojave Water Agency

Joshua Basin Water District

By: _____

Print Name

Print Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**CALIFORNIA WATER CONSERVATION
BOND LAW OF 1988 (CONTRACT NO. E74007)**

DEPARTMENT OF WATER RESOURCES

1500 STREET, P.O. BOX 942836
 SACRAMENTO, CA 94236-0001
 (916) 227-5791



AUG 22 1994

Mr. John Russell, President
 Board of Directors
 Mojave Water Agency
 Post Office Box 1089
 Apple Valley, California 92307-1089

Dear Mr. Russell:

Enclosed is an original executed, contract E74007, between the Mojave Water Agency in San Bernardino County, and the State of California, for a \$5,000,000 loan under the Water Conservation Bond Law of 1988 (Proposition 82). This loan is to assist in the construction of your Morongo Basin Pipeline Extension and Warren Valley Basin Recharge facilities.

In addition to the execution of this contract, reimbursement for all costs which your Agency incurs is expressly contingent upon your Agency's ability to meet all requirements for disbursement of funds pursuant to this contract. Before we can disburse State funds, you will need to complete the following:

- o Conduct a public meeting in accordance with our administrative regulations. See "Public Meeting" enclosure (form 601/44).
- o Prior to advertising for bids, submit final plans and specifications certified by a California Registered Civil Engineer as to compliance with the approved project as defined in the enclosed contract to: DWR, Attention: Dan Otis, Division of Local Assistance, Financial Assistance and Environmental Review Branch, Post Office Box 942836, Sacramento, California 94236-0001.

Section 450.7 of the Administrative Regulations requires that you notify the Department of Water Resources in writing before you commence construction, of the date construction is to begin. You must submit a summary of all bids to DWR before awarding construction contracts over \$20,000, or contract in any amount and for any purposes for which competitive bids are required under your enabling authority.

If your Agency should anticipate delays which may prevent you from meeting the above requirements before September 30, 1994 as stated in Section 6 of this contract, it is your Agency's sole responsibility to request in writing an amendment to the contract. This applies also to the completion date of December 31, 1994 in Article A-6. Your request to amend your

Mr. John Russell, President

AUG 22 1994

Page Two

contract must be timely to allow the State 60 days review and approval time in advance of the expiration dates. See the enclosed form BFA 612A for additional information on your responsibilities for administration of this contract.


Once the project has been completed, a Registered Civil Engineer must submit the enclosed "Certification of Project Completion Form" (BFA 613) along with a transmitting letter to the Division of Local Assistance. See the enclosed instructions for this procedure.

Also enclosed are copies of claim forms 4135, 4135A and 4135C, together with a sample of the completed forms. When you request loan funds you must submit the original and four copies of the forms and attachments to the Department of Water Resources, Bond Financing and Administration Office, Attention: Linda Buchanan Herzberg, Room 804, Post Office Box 942836, Sacramento, California 94236-0001.

The Department of Water Resources is pleased to assist the Mojave Water Agency in furthering its efforts towards more efficient water management. If you need further information, or have any questions about claim forms, please contact Ms. Herzberg at (916) 653-5014.

Sincerely,

Original signed by
James E. Olson

 Chester M. Winn, Chief
Division of Fiscal Services

Enclosures

cc: Mr. George E. Wilson ✓
Director of Administration and Finance
Mojave Water Agency
Post Office Box 1089
Apple Valley, California 92307-1089

Mr. Larry W. Rowe, P.E.
General Manager/Engineer
Post Office Box 1089
Apple Valley, California 92307-1089

Construction Loan
Contract Number:
E74007
Ground Water Recharge
Construction

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

AND

MOJAVE WATER AGENCY - MORONGO BASIN PIPELINE
EXTENSION AND WARREN VALLEY BASIN RECHARGE PROJECT

FOR A GROUND WATER RECHARGE CONSTRUCTION LOAN UNDER THE
WATER CONSERVATION BOND LAW OF 1988

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STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND

MOJAVE WATER AGENCY

UNDER THE WATER CONSERVATION BOND LAW OF 1988
WATER CONSERVATION AND GROUND WATER RECHARGE ACCOUNT
(Water Code Section 12879 et. seq.)

THIS CONTRACT, entered into by and between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State" and the MOJAVE WATER AGENCY, a public agency in the County of SAN BERNARDINO, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Public Agency", which parties do hereby agree as follows:

CONTRACT SPECIAL PROVISIONS

SECTION 1. PURPOSE OF LOAN

This loan is made by the State to the Public Agency to assist in financing a Ground Water Recharge Project pursuant to Chapter 4.7 (commencing with Section 12879) of Part 6 of Division 6 of the California Water Code. Loan funds may be used only as provided in this contract for such eligible project construction activities itemized in the Project Description, a copy of which is attached hereto and made a part of this contract.

The project shall be defined further by detailed plans and specifications. Upon their completion, the final plans and specifications, certified by a California Registered Civil Engineer, as accepted by the Department of Water Resources shall be incorporated herein as part of this contract. Any project feasibility reports describing the engineering, hydrogeologic, environmental, economic, and/or financial feasibility of a proposed project shall also be attached to this contract.

The Public Agency is solely responsible for design, construction, operation and maintenance of the Project. Review or approval of plans, specifications, bid documents or other construction documents by the State is solely for the purpose of proper administration of loan funds by the State and shall not be deemed to relieve or restrict the Public Agency's responsibility.

SECTION 2. INCORPORATION OF STANDARD CONDITIONS, SECURITY REQUIREMENTS,
AND PUBLIC AGENCY COMMITMENTS

This Contract incorporates Exhibit A, "Loan Contract Standard Conditions" (hereinafter referred to as "Standard Conditions"); Exhibit B, "Loan Contract Security Requirements"; and any attachments thereto. The Public Agency accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Contract, including all incorporated documents, and to fulfill all assurances, declarations, representations and statements made by the Public Agency in the application, documents, amendments and communications filed in support of its request for Water Conservation Bond Law financing.

SECTION 3. ESTIMATE OF PROJECT COST

The reasonable cost of the Project is estimated to be \$5,900,000.

SECTION 4. LOAN AMOUNT

Pursuant to the California Water Conservation Bond Law of 1988 and subject to the availability of funds, the State will lend to the Public Agency in accordance with the terms of this Contract an amount not to exceed \$5,000,000. A five percent administrative fee will be added to the amount of loan funds disbursed as part of the loan principal to be repaid by the Public Agency.

SECTION 5. PUBLIC AGENCY'S COST

The Public Agency agrees to fund the difference, if any, between the estimate of the Project cost (Section 3) and the loan amount (Section 4). Said Public Agency's costs are estimated to be \$900,000, and shall be expended prior to the disbursement of State loan funds.

SECTION 6. REQUIREMENTS FOR DISBURSEMENT

Public Agency shall by SEPTEMBER 30, 1994, meet all conditions precedent to the disbursement of money under this Contract, including Basic Conditions Precedent under Article A-3 of the Standard Conditions. Failure by Public Agency to comply by this date may, at the option of the State, result in termination of the Contract under Article A-5 of the Standard Conditions.

SECTION 7. RATE OF INTEREST

The rate of interest to be paid by the Public Agency shall be 3.000 percent per annum of the unpaid balance of the loan.

SECTION 8. OPERATION AND MAINTENANCE OF PROJECT

For a period of 50 years after completion, which is the reasonable life expectancy of the Project, in consideration of the loan made by the State, the Public Agency agrees to expeditiously commence and to continue operation of the Project and shall cause the Project to be operated in an efficient and economical manner; shall provide for all repairs, renewals, and replacements necessary to the efficient operation of the same; and shall cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. Refusal of the Public Agency to operate and maintain the project in accordance with this provision may, at the option of the State, be considered a material breach of Contract and may be treated as default under Article B-5 of Exhibit B.

SECTION 9. RELATIONSHIP OF PARTIES HERETO

The Public Agency, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Contract shall act in an independent capacity and not as officers, employees or agents of the State.

SECTION 10. PERMITS, LICENSES AND LEGAL OBLIGATIONS

The Public Agency shall be responsible for obtaining all permits and licenses required for performing any work under this Contract, including those necessary to commence design, construction or operation of the Project. The Public Agency shall be responsible for observing and complying with any applicable federal, state and local laws, rules or regulations effecting any such work, specifically those including, but not limited to, environmental, procurement and safety laws, rules, regulations and ordinances.

SECTION 11. SUPERVISION OF WORK

The Public Agency shall give personal supervision to any work required under this Contract or employ a competent representative, satisfactory to the State, with the authority to act for the Public Agency who shall be present while work is in progress.

SECTION 12. REPAYMENT OF PRINCIPAL AND INTEREST

The Public Agency shall establish a dedicated source of revenue for repayment of the loan.

The Public Agency shall execute a Fiscal Services Agreement with a Fiscal Agent in a format acceptable to the State. A Fiscal Agent shall be retained until the principal amount of the loan and interest have been paid in full.

The Public Agency shall open a special account with the Fiscal Agent in which sufficient funds shall be maintained for servicing the loan as provided in Article B-6. Funds from this account shall be used only for payment of principal and interest on the loan when due, or any delinquencies thereon, until the loan is repaid in full.

Once a fiscal services agreement has been approved by the State, the Public Agency shall not amend the agreement, close the special account, or retain a new Fiscal Agent without 90 days advance notice and prior written approval of a new fiscal services agreement by the State.

A Public Agency with the prior written approval of the State may employ the services of its County controller or treasurer as Fiscal Agent.

The State shall have no obligation to disburse funds until the Fiscal Agent has been engaged and the agreement between the Public Agency and the Fiscal Agent has been approved by the State.

SECTION 13. PROJECT OFFICIALS AND NOTICES

The State Project Manager shall be the Chief, Division of Fiscal Services, Department of Water Resources. The State Project Manager shall be the State's representative and shall have the authority to make determination and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Contract. Disputes shall be resolved in accordance with Article 28 of Exhibit A.

The Public Agency Project Director shall be GENERAL MANAGER/CHIEF ENGINEER, MOJAVE WATER AGENCY. The Public Agency Project Director shall be the Agency's representative for the administration of the Contract and shall have full authority to act on behalf of the Agency, including authority to execute all payment requests. All communications given to the Project Director shall be as binding as if given to the Public Agency.

Either party may change its Project Manager or Director upon written notice to the other party.

Notices required to be given to the State in writing by the Public Agency under this Contract shall generally be sent to:

State of California
Department of Water Resources
Division of Fiscal Services
Bond Financing and Administration Office
Program Manager, Proposition 82
Post Office Box 942836
Sacramento, California 94236-0001

Where specified that notices are to be given by the Public Agency to the Division of Local Assistance of the Department of Water Resources, those notices shall be sent to:

State of California
Department of Water Resources
Division Local Assistance
Financial Assistance and Environmental Review Branch
1020 9th Street, Third Floor
Post Office Box 942836
Sacramento, California 94236-0001

Notices required to be given in writing by the State under this Contract shall be sent to:

PRESIDENT, BOARD OF DIRECTORS
(Representative)
MOJAVE WATER AGENCY
(Agency Name)
POST OFFICE BOX 1089
(Mailing Address)
APPLE VALLEY, CALIFORNIA 92307-1089
(City, State, Zip Code)

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

All such notices shall be enclosed in a properly addressed, postage prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on
AUG 22 1994

Approved as to Legal Form
and Sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By *[Signature]*
Chief Counsel
Department of Water Resources

By *[Signature]*
Chief, Division of Fiscal Services
Department of Water Resources
1416 9th Street, Room 338
P. O. Box 942836
Sacramento, CA 94236-0001

MOJAVE WATER AGENCY
PUBLIC AGENCY

By *[Signature]*
Signature

JOHN RUSSELL
Print Name

PRESIDENT
Title

POST OFFICE BOX 1089
Address

APPLE VALLEY, CALIFORNIA 92307-1089

EXHIBIT A

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

LOAN CONTRACT STANDARD CONDITIONS

ARTICLE A-1. DEFINITIONS

Whenever in this Contract the following terms are used, their meaning shall be as follows:

Contract--The Contract to which these Loan Contract Standard Conditions are appended and shall be considered a promissory note for the purpose of meeting the Loan Security Requirements of Exhibit B.

Days--Calendar days unless otherwise expressly indicated.

Months--Calendar months unless otherwise expressly indicated.

Years--Calendar years unless otherwise expressly indicated.

Public Agency--Any city, county, district, joint powers authority, or other political subdivision of the state involved in water management.

Project--All work and facilities, not including construction equipment, or the construction of a ground water recharge project proposed by the Public Agency pursuant to the plans and specifications which describe the plan of the Project as submitted to the State and all addenda and changes to the foregoing documents approved by the State.

Eligible Project--A project for the construction of a ground water recharge project under the Water Conservation Bond Law of 1988, Water Conservation and Ground Water Recharge Account.

Eligible Project Costs--Reasonable and necessary costs associated with an eligible project including the engineering, land and easement acquisition, legal fees, preparation of the application to establish eligibility, preparation of environmental documentation, environmental mitigation, and construction.

Examples of ineligible costs include, but may not be limited to, the following:

- (a) Operation and maintenance costs.
- (b) Costs for purchase of movable equipment not an integral part of the project.
- (c) Payment of principal or interest of existing indebtedness or any interest payment unless:
 - (1) The State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred; and
 - (2) The purposes for which the debt is incurred are otherwise Eligible Project Costs.
- (d) Establishing a reserve fund.
- (e) Purchase of water supply for the project.

Loan Commitment--The maximum sum of money which the State agrees to lend to the Public Agency under this Contract, not to exceed \$5,000,000.

Principal Amount of the Loan--The total amount disbursed to the Public Agency under the Contract, less any amount of such total amount disbursed that may have been repaid or remitted to the State by the Public Agency, plus a five percent administrative fee.

Term of Loan--The period of time between the date of first disbursement of money to the Public Agency and the date the principal amount of the loan is repaid in full.

Repayment Period--The period of time between the date of final disbursement of money to the Public Agency and the date the principal amount of the loan is repaid in full. (Not to exceed 20 years)

Fiscal Agent--A bank, savings and loan, or any other financial institution approved by the State, to which funds for the repayment of this loan are deposited, or are under the control of, for the purpose of disbursing repayments of the loan to the State according to Article A-8 of Exhibit A. A Public Agency, with the prior written approval of the State may employ the services of its County controller or treasurer as Fiscal Agent.

ARTICLE A-2. TERM OF CONTRACT

Subject to the provisions of Article A-3, this Contract shall become effective on the date of its execution and shall remain in effect until the date when the principal amount of the loan, all interest thereon and any other sums of money due to the State have been paid in full.

ARTICLE A-3. BASIC CONDITIONS PRECEDENT

The State shall have no obligation to disburse money under this Contract unless and until the Public Agency has satisfied the State that the disbursement is in accordance with requirements of the Water Conservation Bond Law of 1988 which include:

(a) The Public Agency provides a copy of a resolution adopted by its governing body, accepting the loan and designating a representative to execute the Contract and to sign the requests for disbursement.

(b) The Public Agency demonstrates to the State's satisfaction the proposed Project loan debt has the support of a majority of the affected community by holding either an election or a widely publicized public meeting; or by any other suitable, lawful method of determining community support, at which public comments and questions are received and answered. If the Public Agency determines that an election is not required by law prior to Public Agency's execution of this loan Contract, it shall transmit to the State an acceptable legal opinion from the Public Agency's counsel stating that no election is legally required, and stating the legal basis for the Public Agency's determination.

(c) The Public Agency demonstrates the availability of sufficient funds to complete the Project.

(d) The Public Agency demonstrates to the State's satisfaction that the Public Agency has sufficient water available at all times and a right to use the water required to operate the Project throughout the repayment period of the loan.

(e) The Public Agency demonstrates that it has satisfied the security provisions set forth in Exhibit B, "Loan Contract Security Requirements", to adequately protect the interest of the State during the term of the loan.

(f) The Public Agency submits written evidence acceptable to the State that a dedicated source of revenue for repayment of the loan has been established.

(g) In accordance with Section 12 of this Contract, the Public Agency has engaged the services of a Fiscal Agent under an agreement approved by the State.

(h) The Public Agency submits an initial budget of Eligible Project Costs on a form provided by the State. The Public Agency shall thereafter submit to the State in writing any substantial changes in the budget. The Public Agency shall obtain written approval of changes from the State before changes are made.

(i) The Public Agency submits final plans and specifications certified by a California Registered Civil Engineer as to compliance with the approved project as defined in Section 1, to the Department of Water Resources, Division of Local Assistance, Financial Assistance and Environmental Review Branch.

(j) The Public Agency submits a written statement by an authorized representative that all necessary permits and approvals as may be required by other State, Federal, and/or local agencies (as required by Section 10 of the enclosed contract) have been obtained. Exceptions must be identified in writing and include an estimate as to when they will be obtained.

(k) The Public Agency submits copies of all environmental documentation, including, but not limited to environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits.

ARTICLE A-4. LOAN DISBURSEMENTS BY STATE

(a) Cost Statements

After the Basic Conditions Precedent in Article A-3 are met, the State will disburse the whole or portions of the loan commitment to the Public Agency following receipt from the Public Agency of a statement or statements of incurred Eligible Project Costs, reviewed by a Registered Civil Engineer, on forms provided by the State. Requests for loan funds shall be filed monthly or for such longer periods as the State and Public Agency may mutually agree. The Public Agency shall provide the following information:

(1) A statement of the incurred Eligible Project Costs for work performed in constructing the Project under a construction contract or construction contracts during the period identified in the particular statement.

(2) A statement of the cost of any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular statement for the construction, operation, or maintenance of the Project.

(3) A statement of other Eligible Project Costs which have been incurred for the Project during the period identified in the particular statement, including, but not limited to, legal, engineering, and administrative fees associated with construction, and preparation of the application, and establishing eligibility.

After the State notifies the Public Agency that the Project has been completed or terminated, the Public Agency shall furnish a final statement of accrued Eligible Project Costs.

(b) Disbursement

Following the review of each statement of costs, the State will disburse to the Public Agency the amount approved, subject to the availability of funds. Any and all money disbursed to the Public Agency under this Contract and any and all interest earned by the Public Agency on such money shall be used solely to pay Eligible Project Costs.

(c) Withholding of Loan Disbursements by Public Agency

The Public Agency shall withhold not less than ten percent (10.0%) from any loan disbursement or combination of loan disbursements until the Project or any component contract is determined to be completed pursuant to Article A-6.

ARTICLE A-5. WITHHOLDING OF LOAN DISBURSEMENTS BY STATE

(a) Conditions for Withholding

The State may withhold up to ten percent of the funds requested by the Public Agency for reimbursement of eligible project costs until the project is completed and the certification of a Registered Civil Engineer, required by Article A-6(a) of this Contract, is accepted by the State.

(b) Additional Conditions for Withholding

If the State determines that the Project is not being constructed substantially in accordance with the provisions of this Contract, or that the Public Agency has failed in any other respect to comply substantially with the provisions of this Contract, and if the Public Agency does not remedy any such failure to the State's satisfaction, the State may withhold from the Public Agency all or any portion of the loan commitment and take any other action that it deems necessary to protect its interests.

(c) Withholding Entire Loan Commitment

If the State notifies the Public Agency of its decision to withhold all of the loan commitment from the Public Agency pursuant to Subdivision (b) of this Article, this Contract shall terminate upon receipt of such notice by the Public Agency and shall no longer be binding on either party.

(d) Withholding Balance of Loan Commitment

Where a portion of the loan commitment has been disbursed to the Public Agency and the State notifies the Public Agency of its decision to withhold the balance of the loan commitment pursuant to Subdivision (b) of this Article, the portion that has been disbursed shall thereafter be repaid immediately with interest, as directed by the State. Refusal of the Public Agency to so repay may, at the option of the State, be considered a material breach of contract and may be treated as default under Article B-5 of Exhibit B.

ARTICLE A-6. TIMING AND MANNER OF PROJECT UNDERTAKING

(a) Project Completion Date

The Public Agency shall expeditiously undertake construction of the Project and shall complete it not later than DECEMBER 31, 1994.

(b) Project Undertaking Pursuant to Contract

The Project shall be undertaken in strict accordance with this Contract.

(c) Determination of Project Completion

For the purposes of this Contract, the Project shall be considered to be completed or to be terminated when so determined by the State.

(d) Competitive Bidding of Contracts and Procurements

Any contract let for the construction of the Project, or any part thereof, which is in excess of \$20,000, or which is greater than any smaller amount for which competitive bids are required under the enabling authority of the Public Agency, shall be let by competitive bid procedures which assure award of the contract to the lowest responsible bidder, except as may be otherwise authorized in writing by the State. Requests for approval of waiver of competitive bidding, for award of contract to other than the low bidder, or for an agency to proceed on the basis of force account or day labor, or for any other procedure which deviates from the principle of competitive bidding shall be submitted to the State before the procedure is implemented. The State's approval of the procedure will be based on compliance with applicable laws and policies. The State expressly reserves the right to approve or disapprove of such requests.

Procurement of necessary supplies or equipment shall also be undertaken in such a manner as to encourage fair and competitive treatment of potential suppliers.

(e) Final Inspection and Certification of Registered Civil Engineer

Upon completion of the Project the Public Agency shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Contract. The Public Agency shall notify the Division of Local Assistance of the Department of Water Resources of the inspection date at least 10 days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

(f) Sign Referring to Water Conservation Bond Law Financing

During construction of the Project, the Public Agency shall install a sign at a prominent location which shall include a statement that the Project is financed under the Water Conservation Bond Law of 1988, Water Conservation Loan Program, administered by the State of California, Department of Water Resources. The sign shall be erected before loan funds are disbursed. The Public Agency shall notify the State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

(g) Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State for a period of three years after final payment under this Contract with respect to all matters connected with this Contract, including but not limited to, the cost of administering this Contract. All records of the Public Agency or subcontractors shall be preserved for this purpose for at least three (3) years

after Project completion.

ARTICLE A-7. STATEMENT OF PRINCIPAL AMOUNT OF LOAN

(a) Remittance of Unexpended Funds

The Public Agency, within a period of thirty (30) days from the final disbursement of loan funds by the State, shall remit to the State any unexpended funds that were disbursed under this Contract which were not needed to pay Eligible Project Costs incurred.

Unexpended funds remitted to the State under this Contract shall not be considered an advance payment of any part of the loan, but shall be deemed to be a return to the State of part of the funds disbursed and a reduction in the total amount loaned to the Public Agency under this Contract.

(b) Transmission of Statement to Public Agency

Within sixty (60) days after final disbursement of money, the State shall transmit to the Public Agency a written statement setting forth the principal amount of the loan, consisting of all disbursements plus a five per cent administrative fee which is to be repaid by the Public Agency to the State pursuant to Article A-8 hereof.

ARTICLE A-8. INTEREST PAYMENTS DURING CONSTRUCTION

The State will invoice the Public Agency semiannually for interest accrued during the construction period. The interest amount of each disbursement shall be calculated as the fraction $x/182.5$ times the interest rate of 3.000 percent as specified in Section 7, where x is the number of calendar days remaining in the semiannual period from the date on which the disbursement was made. Interest accrued during the construction period is due and payable within 30 days of the date of the invoice.

ARTICLE A-9. REPAYMENT OF PRINCIPAL AMOUNT OF LOAN AND INTEREST

(a) Repayment Terms

Upon completion of the project, the Public Agency shall make semiannual payments to the State for a period not to exceed 20 years until the principal amount of the loan is repaid in full. The State will invoice the Public Agency semiannually for principal and interest payments. Such invoices will include a statement of the outstanding principal amount of the loan, the amount of the payment which constitutes principal to be paid, and the amount of the payment which constitutes interest to be paid. There shall be a level annual repayment of principal and interest on the loan, based on a standard semiannual payment loan amortization method to be determined by the State. The standard amortization method shall incorporate the outstanding loan principal as determined by Article A-7(b), the loan repayment term specified herein, and the loan interest rate of 3.000 percent, as specified in Section 7.

Loan principal and interest payments shall be due and payable within 30 days from the date of the invoice. The first semiannual payment shall be due and payable on APRIL 1, 1995. The remaining amounts shall be made semiannually thereafter commencing on OCTOBER 1, 1995 until the principal amount of the loan is repaid in full. The final semiannual payment shall be in an amount equal to the then unpaid portion of the principal of the loan, plus interest accrued. Interest on the principal shall not be deferred.

(b) Advance Payment Option

The Public Agency shall have the option of paying in advance on any semiannual payment due date all or any part of the unpaid portion of the principal amount of the loan, provided that any interest accrued hereunder shall be paid at the same time, and provided further, that any such payment shall not relieve the Public Agency of its obligations to make payments in the amount and at the times specified in subdivision (a) of this Article until the principal amount of the loan is repaid in full.

ARTICLE A-10. DELINQUENCY IN INTEREST PAYMENT

Upon every amount of interest money required to be paid by the Public Agency to the State pursuant to Articles A-8 and A-9 of this Contract which remains unpaid after it becomes due and payable, interest shall accrue at the rate of one percent (1.0%) per month of the amount of such delinquent payment from and after the due date until it is paid. The Public Agency hereby agrees to pay such interest, provided that no such interest shall be charged to or be payable by the Public Agency under this article unless such delinquency continues for more than thirty (30) days. Delinquency for a period of one year may, at the discretion of the State, be considered a material breach of contract and may be treated as default under Article B-5 of Exhibit B.

ARTICLE A-11. PAYMENT CAPACITY IMPAIRMENTS

(a) Transfer of Water Outside Service Area

No sale or other transfer of water made available by the constructed Project shall be made outside the Supplier's existing service area that, in the judgement of the State, would materially impair the Public Agency's capacity to make payments to the State as provided for in this Contract. The Public Agency shall notify the State as promptly as feasible of all proposed sales or other transfers of Project water outside the Public Agency's service area.

(b) Changes in Public Agency's Organization

The Public Agency shall notify the State as promptly as feasible of any proposed change in the Public Agency's organization or service area. While this Contract is in effect, no changes shall be made in the organization of the Public Agency without prior written permission of the State. The Public Agency shall take no action that may materially impair the Public Agency's capacity to make payments to the State.

ARTICLE A-12. ACCOUNTING AND DEPOSIT OF LOAN PROCEEDS

(a) Separate Accounting of Loan Proceeds and Interest Records

The Public Agency shall account for the money disbursed pursuant to this Contract separately from all other Public Agency's funds. The Public Agency shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Public Agency shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Public Agency shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.

(b) Disposition of Money Disbursed

All money disbursed pursuant to this Contract shall be deposited, administered, and accounted for pursuant to the provisions of law applicable to the Public Agency.

(c) Interim and Final Audits

The State reserves the right to conduct an audit at any time between the execution of this Contract and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Public Agency to conduct a final audit, at the Public Agency's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant.

Failure or refusal by Public Agency to comply with this provision shall be considered a substantial failure to comply with this Contract, and the State may elect to pursue any remedies provided in Article A-5 or take any other action it deems necessary to protect its interests.

ARTICLE A-13. REPORTS ON EXPENDITURE AND PROJECT CONSTRUCTION

During the planning and construction phases, the Public Agency agrees to provide to the State an annual summary of the information required by Articles A-4 and A-12.

ARTICLE A-14. INSPECTIONS OF PROJECT BY STATE

The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Contract. This right shall extend to any subcontracts, and Public Agency shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Contract with the State.

ARTICLE A-15. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION

The Public Agency shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Public Agency's service of domestic water, without prior permission of the State. Public Agency shall not take any action, including but not limited to actions relating to user fees, charges and assessments, that could adversely affect the ability of the Public Agency to make timely payments or to otherwise meet its obligations under this Contract, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State to be applied to Public Agency's indebtedness under this Contract.

ARTICLE A-16. NONDISCRIMINATION CLAUSE

During the performance of this contract, the Public Agency, its contractors and subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Public Agency shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Public Agency, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such article.

Public Agency, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Public Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

The Public Agency's signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Public Agency has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

ARTICLE A-17. WORKERS' COMPENSATION CLAUSE

Public Agency affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Public Agency affirms that it will comply with such provisions before commencing the performance of the work under this Contract and will make its contractors and subcontractors aware of this provision.

ARTICLE A-18. SUCCESSORS AND ASSIGNS

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder, or interest herein by the Public Agency shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

ARTICLE A-19. STATE TO BE HELD HARMLESS

The Public Agency agrees to indemnify the State of California, Department of Water Resources their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, the Project.

ARTICLE A-20. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limits the application of, any other remedy provided by law.

ARTICLE A-21. AMENDMENTS

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Public Agency for amendments must be in writing stating the amendment request and the reason for the request.

Public Agency shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution.

ARTICLE A-29. DOCUMENTATION OF PROJECT BENEFITS

After project completion the Public Agency shall implement a monitoring program, acceptable to the State. For the first six years of operation, data obtained through this monitoring program will be submitted to the Department for review according to the following schedule and conditions:

- (a) During the first three years of operation the data must be submitted on a quarterly basis.
- (b) For the subsequent three years of operation the data must be submitted on an annual basis, or at more frequent intervals if determined to be appropriate based on the Agency's experience from project operation.

Data should reflect a water year basis. If the Agency, or the Watermaster for the basin plans to collect and present data in annual reports as part of a groundwater basin and/or water supply management program, a copy of these reports will be sufficient for the State's monitoring purposes. Monitoring data reports shall be submitted to the Department of Water Resources, Division of Local Assistance, Financial Assistance and Environmental Review Branch.

EXHIBIT B

**REACH 1 FACILITIES CONSTRUCTED UNDER
1988 CALIFORNIA WATER CONSERVATION BOND LAW
(CONTR ACT NO. E74007)**

ARTICLE A-22. OPINIONS AND DETERMINATIONS

Where the terms of this Contract provide for action to be based upon opinion, judgement, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgement, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE A-23. CONTRACTING OFFICER OF THE STATE

The contracting officer of the State shall be the Director of the Department of Water Resources of the State of California and his successors, or their duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgements, approvals, reviews, and determinations required by the State under the terms of this Contract.

ARTICLE A-24. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

ARTICLE A-25. NOTICES

All notices that are required either expressly or by implications to be given by one party to the other under this Contract shall be signed for the State by its contracting officer and for the Public Agency by such officers, as from time to time, it may authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

ARTICLE A-26. INSPECTION OF BOOKS, RECORDS, AND REPORTS

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Contract or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Contract. Failure or refusal by Public Agency to comply with this provision shall be considered a substantial failure to comply with this Contract, and the State may withhold disbursements to the Public Agency or take any other action it deems necessary to protect its interests.

ARTICLE A-27. SUIT ON CONTRACT

Each of the parties hereto may sue and be sued with respect to this Contract.

ARTICLE A-28. CLAIMS DISPUTE CLAUSE

Any claim that Public Agency may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and

EXHIBIT B

LOAN CONTRACT SECURITY REQUIREMENTS

ARTICLE B-1. NO PRIORITY FOR ADDITIONAL LOANS

The Public Agency agrees to incur no additional indebtedness having any priority in payment of principal or interest or pledge of revenues of facilities or equipment in existence at the date of this Contract or to be constructed or obtained under terms of this Contract without obtaining prior written consent of the State.

ARTICLE B-2. RATES AND CHARGES

The Public Agency agrees that it will levy and collect assessments or user charges as may be necessary to operate and to maintain the Project and to meet the payments of the loan when the same becomes due and if, for any reason, gross revenues prove insufficient to service the loan contract, Public Agency agrees to raise sufficient funds through increased user charges or assessments or any other legal means available to it to meet loan payments and to operate and to maintain the Project.

ARTICLE B-3. PERFORMANCE AND ASSURANCES

Public Agency agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the final plans and specifications as submitted or as later amended and approved by the State under this Contract and to apply State funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law. In the event the State finds it necessary to enforce this provision or any right of power under this Contract in the manner provided by law, Public Agency agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

ARTICLE B-4. SECURITY INTEREST

The Public Agency agrees to grant to the State a security interest in both real and personal property as the State determines is reasonably necessary to secure payment of Public Agency's obligations. The Public Agency shall execute any and all documents required by the State to create such a security interest, including any amendments, notifications, or new documents as may be reasonably necessary to maintain, preserve, and protect the State's interest in the property

ARTICLE B-5. DEFAULT PROVISIONS

(a) Public Agency will be in default under this agreement if any of the following occur:

(1) Failure to pay any installment when due, or the entire indebtedness to the State when due at the designated due date, on accelerated maturity, or otherwise;

(2) Failure to make any remittances required by this Contract;

(3) Substantial breach of this agreement, or any supplement of amendment to it, or any other agreement between Public Agency and the State evidencing or securing Public Agency's obligations;

(4) Making any false warranty, representation, or statement with respect to this Contract;

(5) Loss, theft, or damages to any collateral;

(6) Seizure of, or levy on any collateral; and/or

(7) Dissolution or cessation of operations by Public Agency, termination of Public Agency's existence, insolvency of Public Agency, or from filing of a voluntary or involuntary bankruptcy petition by or on behalf of Public Agency.

(b) When an event of default occurs, the State may do any or all of the following:

(1) Declare the Public Agency's obligations immediately due and payable, with demand or notice to Public Agency, which Public Agency expressly waives;

(2) Terminate any obligation to make future payments to Public Agency;

(3) Exercise all rights and remedies available to a secured creditor after default, including, but not limited to, the rights and remedies of secured creditors under the California Uniform Commercial Code;

(4) Perform any of Public Agency's obligations under this Contract for Public Agency's account;

(5) Take over all of Public Agency's property and to operate the Public Agency's water system at its discretion; and

(6) Take any other action which it deems necessary to protect its interests.

(c) Public Agency agrees that any remedy provided in this Contract is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of a breach of contract by the Public Agency, whether such breach occurs before or after completion of the project.

(d) No waiver by the State of any breach or default will be a waiver of any breach or default occurring later. A waiver will be voluntary if signed by the State or its authorized agent.

ARTICLE B-6. RESERVE FUND

The Public Agency agrees to provide for the accumulation of necessary reserves in accordance with Section 12 of this Contract to assure that funds will be available to make the semiannual payments when due. A reserve of two semiannual payments will be required to be accumulated during the first ten-year period for all repayment methods except those based on the quantity of water used, for which a reserve of four semiannual payments shall be accumulated during the first ten years. This reserve shall be maintained at this level thereafter with the withdrawals being replaced at the same original rates until the reserve is returned to the maximum amount. The reserve fund shall be maintained and administered by the Fiscal Agent.

ARTICLE B-7. DEDICATED SOURCE OF REVENUE

The Public Agency agrees to establish under its enabling authority a dedicated source of revenue for repayment of the loan principal and interest which is acceptable to the State.

PROJECT DESCRIPTION
GROUND WATER RECHARGE CONSTRUCTION PROJECT
MOJAVE WATER AGENCY
LOAN CONTRACT NUMBER E74007

The project's pipeline extension will be part of the Morongo Basin Pipeline Project. The extension will continue from the eastern terminus of the Morongo Basin Pipeline at a terminal reservoir in Homestead Valley, 8 miles south into Yucca Valley. The Morongo Basin Pipeline Project consists of 68 miles of 54-inch and 30-inch diameter pipeline. It is connected to a turnout on the East Branch of the California Aqueduct at Mile 401. It includes a turnout on the Upper Mojave River which was also funded by a DWR Proposition 82 loan for the purpose of conducting groundwater recharge with State Water Project Water.

The project's recharge basins will be constructed at two different sites, encompassing a total of 11.2 acres. Several sites were considered and evaluated during an exploratory and pilot testing program. The two sites to be used were shown to provide the recharge capacity required to offset overdraft conditions and meet project goals.

The project will directly benefit Hi-Desert Water District, which is part of Mojave Water Agency's Division 2. The project will be located in adjudicated Warren Valley Basin which underlies the town of Yucca Valley and is the primary source of water for Hi-Desert Water District.

The pipeline is being constructed from a five million gallon terminal reservoir in Homestead Valley and will extend southeast approximately 8 miles to the two recharge sites in the town of Yucca Valley. The recharge facilities will be located near the Yucca Valley Airport in the south half of Section 36, Township 1 North, Range 5 East, San Bernardino Principal Baseline and Meridian.

The project will recharge the Warren Valley Basin, a small basin in the Mojave Desert Geomorphic Province. It is bounded on the north by the San Bernardino Mountains and Pinto Mountain Fault, on the west by a bedrock high, and on the south by the Little San Bernardino Mountains and Joshua Tree National Monument. The eastern boundary is less distinct and is characterized by a transitional zone with underflow to the Joshua Tree sub-basin. Runoff from the mountain fronts is the major source of natural recharge to the Basin. The proposed facility will recharge a portion of the Basin in close proximity to District wells and significant pumping trough.

The project will allow Mojave Water Agency and Hi-Desert Water District to slow the rate of overdraft or offset it by artificially recharging the Warren Valley Ground Water Basin with State Water Project water. Continued depletion of the usable water stored in this basin may reduce water quality and increase costs for production. This project would significantly mitigate these conditions.

Mojave Water Agency has a current annual entitlement of 50,800 acre feet of State Water Project water. The Agency's Division 2 is entitled to one-seventh of this amount, or 7,300 acre feet per year. It is estimated that about 4,150 acre-feet of water per year is necessary to offset overdraft conditions. The Agency anticipates it will be able to deliver an average of approximately 6,200 acre-feet per year. Studies of the recharge sites indicate there will be adequate infiltration for this volume of water.

PROJECT DESCRIPTION
GROUND WATER RECHARGE CONSTRUCTION PROJECT
MOJAVE WATER AGENCY
LOAN CONTRACT NUMBER E74007

The loan will fund construction of the following items:

PIPELINE -

- 24-inch and 27-inch Pipe and Gasket
- Pipe Trench Excavation and Backfill
- Erosion Control
- Air/Vacuum Valves
- Blowoff Valves
- Cathodic Protection
- Jacked Casing
- Pipe Testing
- Pavement Replacement
- Aggregate Base Course
- Traffic Control

RECHARGE FACILITY -

- Property Acquisition
- Basin Grading and Excavation
- Valve Assemblies
- Erosion Protection
- Flow Meters
- Fencing
- Monitoring Equipment

OTHER ITEMS -

- Engineering and Design
- Geotechnical Engineering
- Material Testing and Inspection
- Surveying
- Acquisition of Rights of Way
- Environmental Mitigation

EXHIBIT B

WATER SUPPLY CONNECTION AGREEMENT

WITNESSETH:

IT IS HEREBY AGREED, in consideration of the mutual covenants of the parties, as follows:

1. **Definitions.** When used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- a. "Agency" as used herein shall mean Mojave Water Agency.
- b. "Agency Law" shall mean the Mojave Water Agency Law, Chapter 97 of the Water Code Appendix, Statutes of 1959 of the State of California, as amended and as the same may be hereafter amended, supplemented re-enacted, or codified.
- c. "Agreement" as used herein shall mean this agreement for a water connection between Agency and Customer (Part I and II).
- d. "Loan Contract" shall mean California Water Conservation Bond Law of 1988, Loan Contract No. E74007 dated August 22, 1994 for the construction of the High Desert Pipeline Extension Reach 1 and 2 (Attached as Exhibit A).
- e. "Contract" shall mean the contract entitled "Water supply Contract between the State of California Department of Water Resources and the Mojave Water Agency," dated June 22, 1963 as heretofore or hereafter amended.
- f. "Customer" as used herein shall mean the Joshua Basin Water District.
- g. "Connection Improvements" shall mean those facilities necessary to connect the Customer's water system to the metering structure as described in attached Exhibits 1, 2 and 3.
- h. "General Manager" shall mean the General Manager of the Mojave Water Agency.
- i. "Ordinance No. 9" as used herein shall mean the Ordinance of the Mojave Water Agency Establishing the Rules and Regulations for the Sale and Delivery of State Project Water.

- j. "Point of Connection" as used herein shall mean the outlet flange of the flowmeter as marked on Exhibit 1.
- k. "State Water Project" shall mean water made available to the Agency by the State of California pursuant to the terms of the "Contract".
- l. "Year" means a calendar year.
- m. "Banked Water" shall mean water from the State Water Project that has been delivered to a groundwater basin and is being stored for future extraction from the groundwater basin.

2. General Purpose and Requirements.

2.1 Customer Connection. The Customer's connection improvements shall begin at the downstream end of the flowmeter (point of connection) as shown on Exhibit 1.

2.2 Environmental Requirements. Customer is a public agency and is aware of the requirements of the California Environmental Quality Act ("CEQA") and its implementing guidelines, and will comply with the CEQA and its implementing guidelines.

3. Financial Considerations.

3.1 All cost for design, construction and startup of the Customer connection improvements are the responsibility of the customer.

3.2 All cost for the design, construction and startup costs associated with Reach 1 of the High Desert Extension Project constructed by Agency with a DWR "Loan Contract" have been paid in full by the Agency at no cost to customer.

4. Facility Ownership.

4.1 Facilities to be under Ownership by Agency. The Connection Improvements shall include the facilities for diversion of water from the Agency's system and for delivery of such water into the pipeline distribution system of Customer. The Connection Improvements upstream of the Point of Connection, including the fitting connecting with the pipeline (through which Customer will receive water), valves, flowmeter, any related electrical controls and panels, underground vault, control valving, metering instruments and cabinets therefor, shall be and remain the property of the Agency and shall be operated, maintained and controlled by the Agency.

4.2 Facilities to be Conveyed to Customer. Facility ownership shall be conveyed to Joshua Basin Water District extending from the downstream side of the flowmeter at Point of Connection, to the end of 16 inch diameter pipeline ending at

Yucca Mesa Road as shown in Exhibit 1, 2, and 3. The facilities were constructed by Agency as part of the Reach 1 improvements and financed through "Loan Contract" with DWR (see Exhibit A). These improvements are conveyed to the Customer and will be owned, operated, maintained, altered, or reconstructed by and at the expense of the Customer with the approval and execution of this Agreement.

5. Design Considerations.

5.1 Design and Operating Criteria. The Agency's facilities have been designed and planned within the limits of available funding to meet water service and other needs within the Agency to the maximum extent feasible and to allow for maximum flexibility for use of facilities for different purposes and in different modes of operation. Such a system necessarily makes it impossible to always respond automatically to service demands when facilities are needed for conflicting demands or modes of service. It is Customer's responsibility to consult with Agency staff to obtain information as to the Agency's requirements for connection and the capabilities of the Agency system before designing facilities for connection to the Agency system.

5.2 Measurement. All water furnished pursuant to this Agreement shall be measured by the Agency at the Point of Connection Improvements established pursuant to this Agreement with equipment satisfactory to the Agency. Said measuring equipment shall be installed at the expense of Customer, but shall be owned, operated and maintained by and at the expense of the Agency.

5.3 Back-Flow. The Customer shall be required to install adequate back-flow or back-siphonage equipment approved by the Agency, or demonstrate that adequate facilities exist to prevent back-flow into Agency facilities. The Agency solely shall determine when back-flow facilities are required and the location and type of device required. The device(s), when required, shall be installed and maintained by Customer by means satisfactory to Agency.

5.4 Flow Control Devices. Prior to the release of water by Agency into the pipeline distribution system of Customer, a flow control system mutually agreeable to Agency and Customer shall be in place. The Customer, through its owned and operated control valve, shall control the rate of flow at the Point of Connection.

5.5 Pressure Surges (Water Hammer). Customer shall provide data showing that any operation (gravity or pumping from pipeline, if required) will not damage any Agency facility. Such data shall include, but is not limited to, surge analysis, structural calculation and hydraulic analysis for any pumping or delivery condition requested. The Customer shall make every effort to minimize sudden fluctuations in flow rate at the Point of Connection.

6. Operation and Maintenance.

6.1 Maintenance of Service Connection. Upon completion of the Customer's service connection, the Agency shall be responsible for any subsequent

maintenance, alteration, reconstruction or relocation of such service connection upstream of the Point of Connection. The Customer shall be responsible for any subsequent maintenance, alteration, reconstruction or relocation of such service downstream of the Point of Connection.

6.2 Limits on Agency Responsibility. The Agency has no responsibility in the maintenance and operation of Customer's water system beyond the Point of Connection. Customer shall be responsible and liable for its own water system. Customer agrees to accept and consent to such conditions of pressure and service as may from time to time exist under current operating practices prevailing within the Agency, at the location of the Point of Connection, and Customer agrees to hold Agency harmless from any and all damages caused by or arising out of low, high, or fluctuating pressures or interruption of service which are beyond Agency's reasonable control. Delivery of water pursuant to this Agreement, except as may be specifically provided herein, shall be in accordance with the rules, regulations and charges of the Agency as they may from time to time exist and apply to all the customers of the Agency. This Agreement and the rights and obligations of the parties hereunder shall be subject to the Agency Law as it now exists and as it may be hereafter amended or codified by the Legislature of the State of California.

6.3 Delivery of Water. All facilities upstream of the Point of Connection necessary to accommodate water delivery are the responsibility of the Agency and shall be operated by Agency employees only. All facilities in the connection improvements beyond (downstream) the Point of Connection necessary to accommodate water delivery to Customer are the responsibility of the Customer and shall be operated by the Customer's employees.

6.4 Limitations on Service. Due to the nature of the Agency's facilities and the potential modes of service required, the Agency cannot guarantee any specific level of pressure. Agency will not make deliveries at flows less than one cubic foot per second or for a period less than 24 hours.

6.5 Coordination of Water Deliveries. Water Orders must be placed a minimum of one week in advance of actual delivery. Delivery of water shall continue until the Customer requests the Agency to terminate the flow, and gives the Agency a minimum of one hour in which to do so. The Customer shall reimburse extraordinary expenses associated with rapid turnoffs of water delivery, or Customer's proportionate share of charges from the California Department of Water Resources for peaking in excess of Agency contracted amounts that are incurred by the Agency due to water deliveries under this Agreement. Extraordinary expenses shall be as reasonably determined by the General Manager and shall have supporting documentation.

7. Agreement Administration

7.1 General Terms of Service. All water deliveries made pursuant to Ordinance No. 9 shall be subject to all of the terms and conditions of the Agency's Contract. **CUSTOMER SHOULD USE CAUTION IN THE ISSUANCE OF CAN OR**

WILL SERVE LETTERS FOR ANY LAND USE ENTITLEMENT BASED UPON STATE WATER PROJECT WATER.

7.2 Water Flow Measurement and Meter Accuracy. All determinations relative to the measuring of water shall be made by the Agency and, upon request by the Customer, the accuracy of such measurement shall be investigated by the Agency in the manner set forth in Ordinance No. 9. The Customer has a right to audit the Agency's measurement determinations. Any error appearing therein will be adjusted pursuant to conditions set forth in Ordinance No. 9. In the event of a disagreement, the Parties agree to submit the Agency's accuracy tests to a mutually agreed upon third party and to abide by its determination. Customer will ensure that all end-users of water provided under this Agreement are properly metered.

7.3 Water Delivery Subject to Annual Approval and is Interruptible. All water supplied by the Agency is annually determined and shall be served upon an interruptible basis.

7.4 No Rights to Water Vested with Customer. Customer shall not obtain any vested rights upon the sale and delivery of water apportioned in accordance with Ordinance No. 9, nor are any such rights inferred by virtue of an Agency decision to provide water to Customer in a specific year.

7.5 Water Deliveries required by the Mojave Basin Area Judgment and ID-M Contract. Customer acknowledges that contractual requirements under the Judgment and contractual requirements between the Agency and the Improvement District "M" have priority over the sale of water pursuant to Ordinance 9.

7.6 Water Rates. All water rates for water service made by the Agency shall be reasonably established from time to time by resolution of the Board of Directors of the Agency pursuant to Ordinance No. 9 and State Law.

7.7 Payment of Water Charges. Water charges are due and payable at the Agency office on the date a bill is mailed to the Customer and shall be delinquent 30 days thereafter. Service may be discontinued without further notice if payment of the water charge is not made prior to the date such charge becomes delinquent.

7.8 Power Generation Rights. Said rights shall extend to the Agency for the generation of power as the water flows through Agency facilities only. It shall be the responsibility of Agency to pay its expenses for any exercise of its right to generation of power pursuant hereto, and Customer shall not be subjected to extra expense in connection therewith. In appropriate cases and by separate agreement, the Agency and the Customer may install joint facilities for power recovery purposes. The Agency understands that the Customer's use may include power generation and acknowledges that Ordinance No. 9, Section 3.07 does not apply to Customer's use pursuant to this Agreement beyond the Connection Improvements Point of Connection and within facilities to be owned and operated by the Customer.

8. Agreement Term.

8.1 Termination Date. This Agreement shall be for a term of one (1) year, and shall automatically renew each year, if Customer is in compliance with its terms, for a period of thirty (30) years from the date hereof. If Agency reasonably determines Customer is not in compliance, Customer must be given a reasonable opportunity to comply before the Agreement terminates. This Agreement may be terminated earlier upon written notice from the Customer. Upon any termination, the Customer Connection upstream of the Point of Connection will remain the property of the Agency, and Customer will have no further responsibility under this Agreement, or for ongoing operations and maintenance of the Customer Connection upstream to the Point of Connection. Customer facilities beyond (downstream) of the Point of Connection will remain the responsibility of the Customer. Any cost for maintenance, repair, replacement or disconnection to Point of Connection will be the responsibility of the Customer.

8.2 Change in Party Status. In the event of dissolution, consolidation or merger of the Customer or the Agency, all of the terms and conditions of this Agreement shall bind the surviving entity or successor.

9. Indemnity.

9.1 Defense of Agreement and Environmental Review Process. Customer shall defend, indemnify, and hold harmless MWA and its agents, officers, and employees from any claim, action, or proceeding against MWA or its agents, officers, or employees relating to MWA's environmental review as a responsible agency under CEQA for the portion of the Project relating to the Joshua Basin Water District facilities and operation which claim, action, or proceeding is brought within the time period provided by law. To the extent that MWA uses any of its resources, with the prior approval in writing of Customer, in responding to such claim, action, or proceeding, Customer will reimburse MWA upon demand. Such resources include, but are not limited to staff time, court costs, MWA counsel's time at their regular rate for MWA work, or any other direct or indirect cost associated with responding to the claim, action or proceedings. These obligations shall be binding on Customer's successors and assigns, and Customer shall so obligate all successors and assigns.

Customer shall defend, indemnify, and hold harmless MWA and its agents, officers, and employees from any claim, action, or proceeding against MWA or its agents, officers, or employees relating to efforts to attack, set aside, void, or annul this Agreement. To the extent that MWA uses any of its resources, with the prior approval in writing of Customer, in responding to such claim, action, or proceeding, Customer will reimburse MWA upon demand. Such resources include, but are not limited to staff time, court costs, MWA counsel's time at their regular rate for MWA work, or any other direct or indirect cost associated with responding to the claim, action or proceedings. These obligations shall be binding on Customer's successors and assigns, and Customer shall so obligate all successors and assigns.

9.2 Indemnification for Water Spreading. The Customer shall indemnify the Agency and its officers, agents, and employees against liability for damages of any nature whatsoever, including but not limited to property damage, personal injury, or death, arising out of or resulting from, or connected with, groundwater replenishment by spreading or injecting which is conducted by or at the direction of the Agency or Customer pursuant to the request of the Customer or for future use by the Customer of "Banked Water".

9.3 Claim Notification. The Agency will, within a reasonable period of time, notify the Customer of any such claim, action, or proceeding covered by this Section 9. If the Agency should fail to cooperate in the defense, the Customer shall not thereafter be responsible to defend, indemnify, and hold harmless the Agency and its agents, officers, and employees pursuant to this Section 9.

9.4 Settlement Approval. The Customer shall not be required to pay or perform any settlement of such claim, action, or proceeding unless the Customer approves the settlement in writing.

9.5 Notices. All notices to the Customer under this Agreement shall be deemed valid and effective five (5) calendar days following deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed to:

General Manager
Joshua Basin Water District
P.O. Box 675
Joshua Tree, CA 92252

All notices to the Agency under this Agreement shall be deemed valid and effective when personally served upon Agency Counsel and General Manager or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed to:

William J. Brunick
Brunick, McElhaney & Kennedy
1839 Commercenter West
P.O. Box 13130
San Bernardino, California 92423-3130

General Manager
Mojave Water Agency
13846 Conference Center Drive
Apple Valley, California 92307

Except as provided otherwise, all notices that are required either expressly or by implication to be given by any party to the other under this Agreement shall be signed for the Agency and for the Customer by such officers and persons as they may, from time to time, authorize in writing to so act.

9.6 Remedies Not Exclusive. Remedies provided in this Agreement for enforcement of its terms are intended and shall be construed as cumulative rather than exclusive and shall not be deemed to deprive the party using the same from also using any other remedies provided by this Agreement or by law.

9.7 Amendments. This Agreement may be amended or supplemented at any time by mutual written agreement of the Parties in any manner that may be consistent with the applicable law, subject to Paragraph 9.13 of this Agreement. In amending or supplementing this Agreement, the Agency will bear in mind that substantial uniformity of Agreements between its various customers and the desirability to the main contracting concepts and principles that are to be used. The Agency will therefore attempt to maintain uniformity between its various customers' Agreements in such respects.

9.8 Opinions and Determinations. Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable. In the event legal action is brought to enforce or determine the rights of either party under this Agreement, the prevailing party in such action shall be entitled to court costs and reasonable attorneys' fees.

9.9 Waiver of Rights. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other breach, default or matter.

9.10 Transfer and Assignments. Except as provided in Section 8.2 hereof, the Customer shall not have the right to sell, assign or transfer this Agreement and any and all of its rights, duties and obligations hereunder, in whole or in part, to any person or entity at any time during the term of this Agreement, without prior written approval of the Agency.

9.11 Inspection of Books and Records. The proper officers or agents of the Customer shall have full and free access at all reasonable times to the account books and official records of the Agency at the Agency address set forth below insofar as the same pertain to the matters and things provided for in this Agreement, with the right at any time during office hours to make copies thereof at the Customer's expense, and the proper representatives of the Agency and designated personnel and agents shall have similar rights to inspect the account books and records of the Customer at the Customer's address set forth below as they pertain to the Agency.

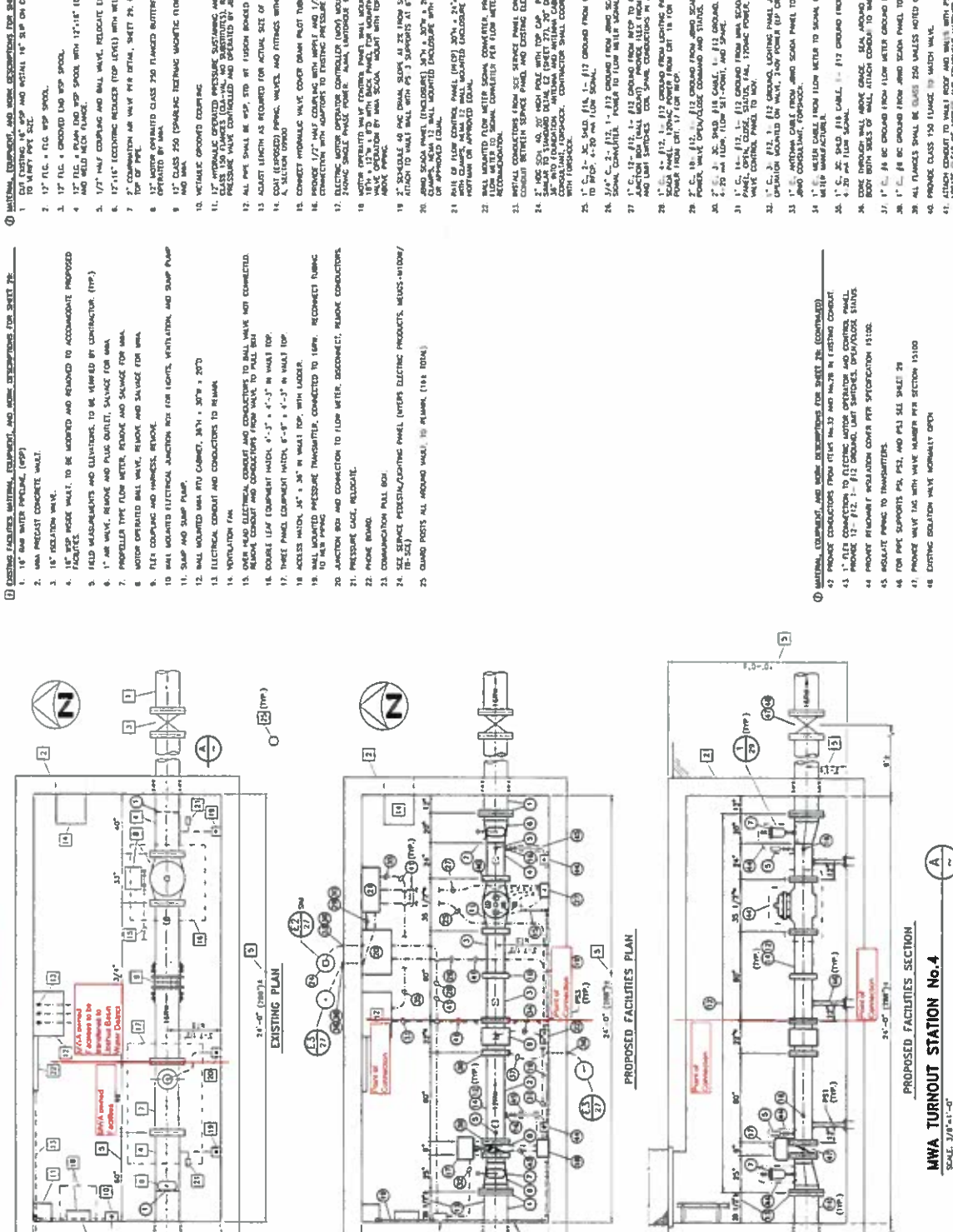
Mojave Water Agency
13846 Conference Center Drive
Apple Valley, CA 92307
Telephone: (760) 946-7000

Joshua Basin Water District
P.O. Box 675
Joshua Tree, CA 92252
Telephone: (760) 366-8438

9.12 Uniformity of Provisions. It is intended by the parties that this Agreement shall be uniform as to form and content as between the Agency and the Customer and other customers served by the Agency and for this reason any subsequent amendments and supplements hereof that may be entered into will be made to the contracts of all other customers on an equal basis.

9.13 Controlling Law. If there is any conflict between the provisions of this Agreement and Ordinance No. 9, Ordinance No. 9 are controlling.

EXHIBITS 1, 2 AND 3



- EXISTING FACILITIES MATERIAL, EQUIPMENT, AND WORK DESCRIPTIONS FOR SHEET 26**
1. 14" DIA WATER PIPING (WPP)
 2. WMA PRECAST CONCRETE WALL
 3. 16" INSULATION WALL
 4. 12" DIA. x 10' LONG WPP SPOOL
 5. FLEXIBLE HOSE WALL TO BE MOVED AND REWORKED TO ACCOMMODATE IMPROVED FLEXIBLE HOSE WALL TO BE MOVED IN CONSTRUCTION (TYP)
 6. FLEXIBLE HOSE WALL TO BE MOVED AND REWORKED TO ACCOMMODATE IMPROVED FLEXIBLE HOSE WALL TO BE MOVED IN CONSTRUCTION (TYP)
 7. PROPELLER TYPE FLOW METER, REMOVE AND SALVAGE FOR WMA
 8. MOTOR OPERATED BALL VALVE, REMOVE AND SALVAGE FOR WMA
 9. FLEX COUPLING AND WAREHOUSE, REMOVE
 10. WALL MOUNTED ELECTRICAL JUNCTION BOX FOR LIGHTS, VENTILATION, AND SUMP PUMP
 11. SUMP AND SUMP PUMP
 12. WALL MOUNTED WMA FIBER CABLE, 36"x1", 3078', 2070
 13. ELECTRICAL CONDUIT AND CONDUCTORS TO REMAIN
 14. VENTILATION FAN
 15. OVERHEAD ELECTRICAL CONDUIT AND CONDUCTORS TO WALL WMA NOT COMPLETED. REMOVE CONDUIT AND CONDUCTORS FROM WALL TO WALL BUT
 16. DOUBLE LEAF EQUIPMENT HATCH, 6'-3" x 4'-3" IN WALL TOP
 17. THREE PANEL EQUIPMENT HATCH, 6'-3" x 4'-3" IN WALL TOP
 18. ACCESS HATCH, 34" x 34" IN WALL TOP, WITH LADDER
 19. WALL MOUNTED PRESSURE TRANSDUCER, CONNECTED TO WPP, RECONNECT TUBING TO WMA PIPING
 20. JUNCTION BOX AND CONNECTION TO FLOW METER, DISCONNECT, REMOVE CONDUCTORS, PRESERVE GAGE, RELOCATE
 21. COMMUNICATION PULL BOX
 22. COMMUNICATION PULL BOX
 23. SEE SERVICE PRESTRESSING/CONCRETE PANEL (WPP) ELECTRIC PRODUCTS, WEGS-W/10W/4/18-251
 24. GUARD FROTS AL AROUND WALL, 18" PLANK, (18" DIA)
- WATER RECHARGE PROJECT**
SUPPLY PIPELINE SCHEDULE A
MOJAVE WATER AGENCY TURNOUT
STATION No. 4 PLANS AND SECTION
- JOSHUA BASIN WATER DISTRICT**
 61750 CHELSEA ROAD
 JOSHUA TREE, CA 92253
 (760) 366-6430
- JOSHUA BASIN WATER DISTRICT APPROVAL**
 APPROVED BY: JIMMY ESTRELLA
 DATE: 1/17/18
 TITLE: PROJECT ENGINEER
- MOJAVE WATER AGENCY APPROVAL**
 APPROVED BY: [Signature]
 DATE: 1/17/18
 TITLE: PROJECT ENGINEER
- REGISTERED ENGINEER No. 65947 - DATE 02/09/11**
- SOIL AS NOTED**
 FIELD BOOK: []
 DESIGN: []
 CHECKED: []
- DESCRIPTION**
 REV: [] DATE: []
- DIGALERT**
 CALL TOLL FREE 1-800-4-A-DIGALERT
 24 HOURS A DAY
 800-4-A-DIGALERT
- VERIFY SOLLER**
 HAS A ONE INCH OR
 SMALLER DIMENSION
 OF ALL DIMENSIONS
 IF NOT ONE INCH OR
 SMALLER DIMENSION
 SCALE: 3/8"=1'-0"

WATER RECHARGE PROJECT

SUPPLY PIPELINE SCHEDULE A

MOJAVE WATER AGENCY TURNOUT

STATION No. 4 PLANS AND SECTION

JOSHUA BASIN WATER DISTRICT

61750 CHELSEA ROAD
 JOSHUA TREE, CA 92253
 (760) 366-6430

JOSHUA BASIN WATER DISTRICT APPROVAL
 APPROVED BY: JIMMY ESTRELLA
 DATE: 1/17/18
 TITLE: PROJECT ENGINEER

MOJAVE WATER AGENCY APPROVAL
 APPROVED BY: [Signature]
 DATE: 1/17/18
 TITLE: PROJECT ENGINEER

REGISTERED ENGINEER No. 65947 - DATE 02/09/11

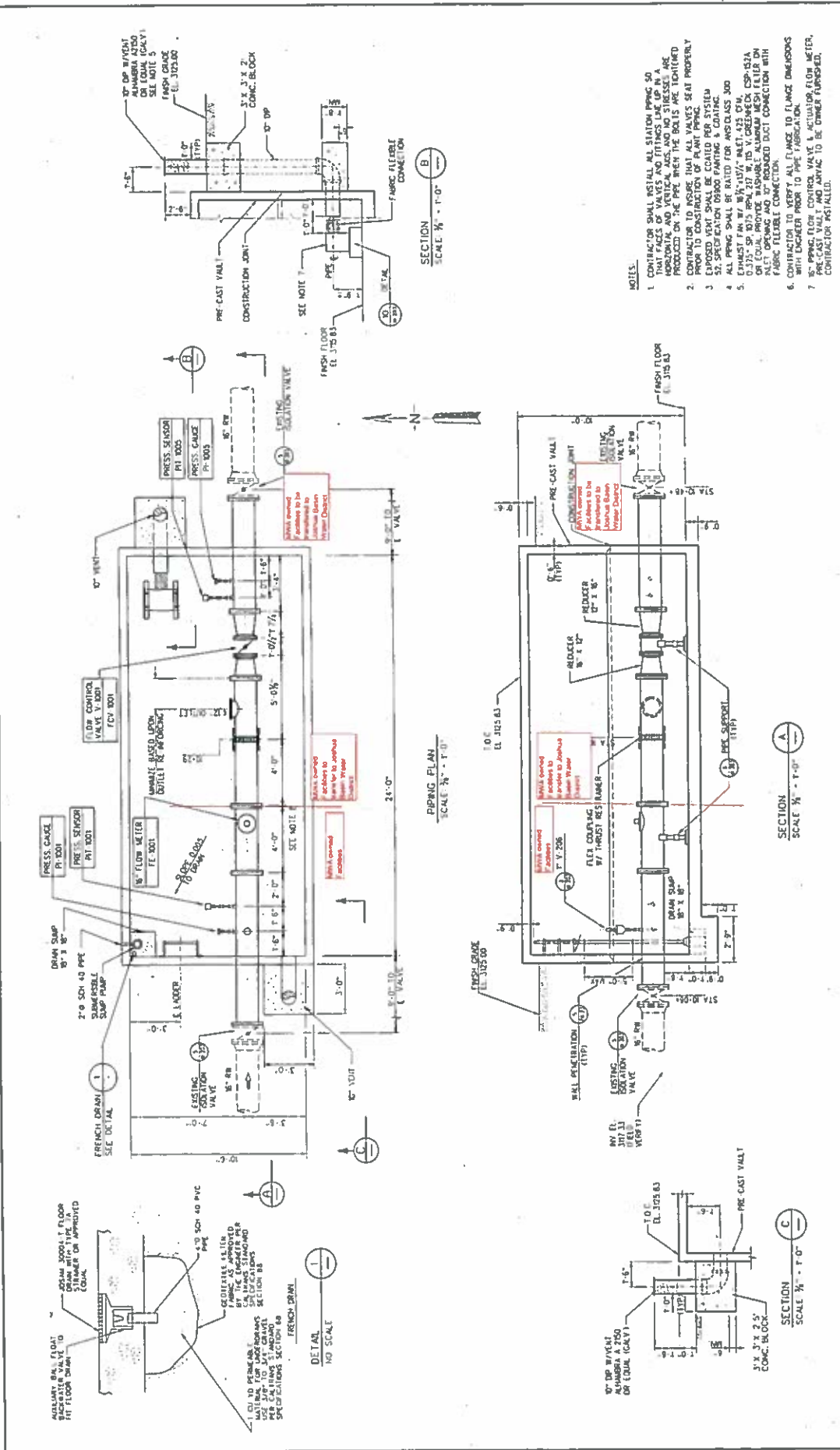
SOIL AS NOTED
 FIELD BOOK: []
 DESIGN: []
 CHECKED: []

DESCRIPTION
 REV: [] DATE: []

DIGALERT
 CALL TOLL FREE 1-800-4-A-DIGALERT
 24 HOURS A DAY
 800-4-A-DIGALERT

VERIFY SOLLER
 HAS A ONE INCH OR
 SMALLER DIMENSION
 OF ALL DIMENSIONS
 IF NOT ONE INCH OR
 SMALLER DIMENSION
 SCALE: 3/8"=1'-0"

11-2017



- NOTES:**
1. CONTRACTOR SHALL INSTALL ALL STATION PIPING 30' MINIMUM ABOVE FINISH FLOOR. ALL VALVES, FITTINGS, AND STRESSES ARE TO BE PRODUCED ON THE PIPE WHEN THE BOLTS ARE TIGHTENED PRIOR TO CONSTRUCTION OF FLOORING.
 2. CONTRACTOR TO INSURE THAT ALL VALVES SEAT PROPERLY PRIOR TO CONSTRUCTION OF FLOORING.
 3. ALL VALVES SHALL BE 1/2" NPT.
 4. ALL PIPING SHALL BE RATED FOR ANS CLASS 300.
 5. EXHAUST FAN #1 W/ 1/2" NPT 1/2" VALVE, 425 CFM, 0.375" SP. 1075 RPM, 217 W. TO V. GREENEEN. CENTER LINE OF EXHAUST FAN SHALL BE 10' ABOVE FINISH FLOOR. EXHAUST PIPING SHALL BE RATED FOR ANS CLASS 300 WITH FABRIC FLEXIBLE CONNECTION.
 6. CONTRACTOR TO VERIFY ALL FLANGE TO FLANGE DIMENSIONS WITH ENGINEER PRIOR TO PIPE FABRICATION.
 7. 8" PIPING, FLOW CONTROL VALVE & ACTUATOR, FLOW METER, AND PRESSURE GAUGE TO BE ORDER NUMBERED BY CONTRACTOR INSTALLED.

DRAWING
M-201
SHEET

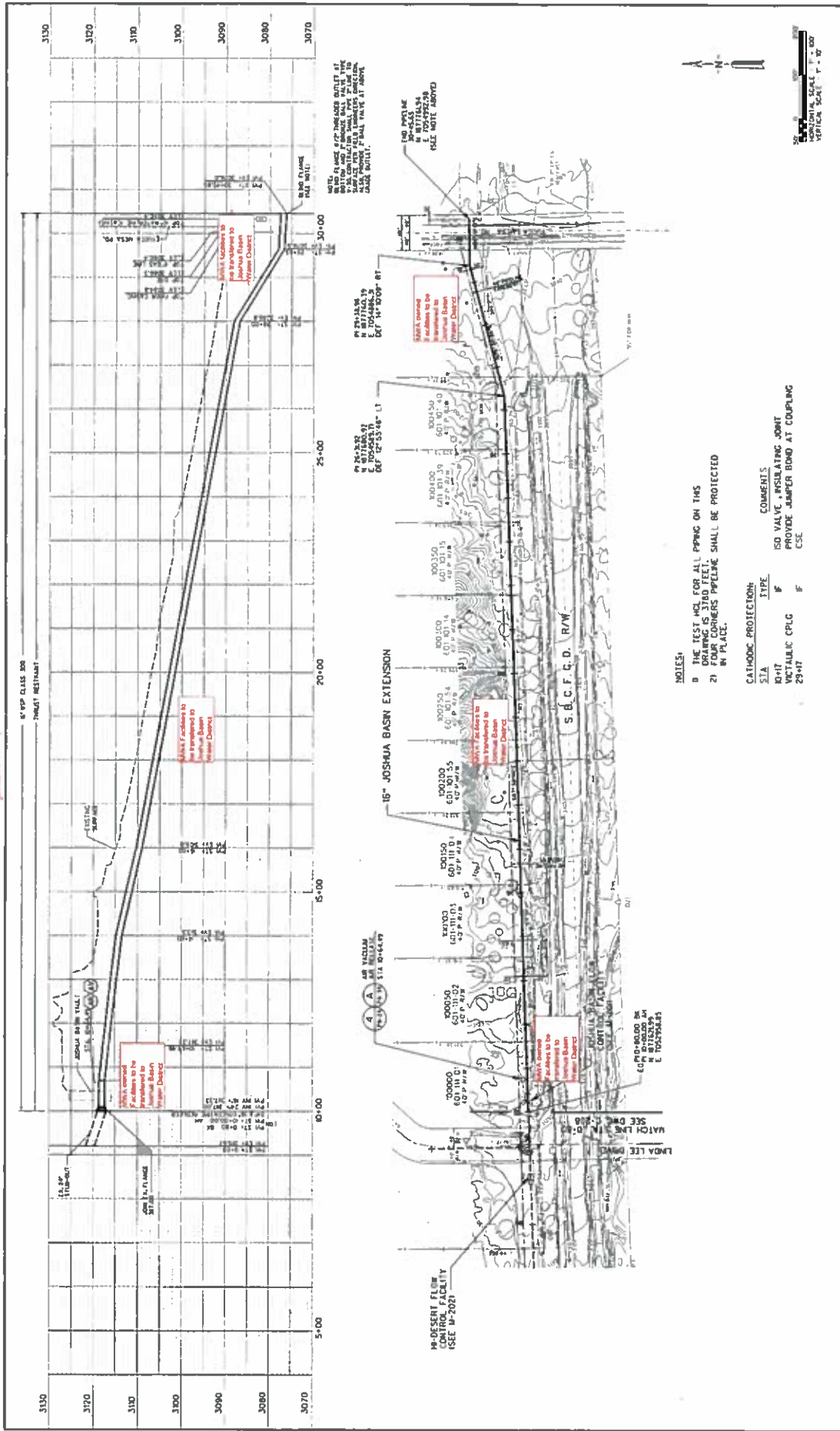
JOSHUA BASIN EXTENSION
JOSHUA BASIN
FLOW CONTROL FACILITY
PIPING PLAN & SECTIONS



MOJAVE WATER AGENCY
HI-DESERT EXTENSION

MOJAVE WATER AGENCY
21250 MOJAVE BLVD. SUITE 200
MURFreesboro, CA 93505
951.347.9001

PROJECT ENGINEER
APPROVED
DATE

NO.	DATE	DESCRIPTION
1		ISSUED FOR CONSTRUCTION
2		ISSUED FOR CONSTRUCTION
3		ISSUED FOR CONSTRUCTION
4		ISSUED FOR CONSTRUCTION
5		ISSUED FOR CONSTRUCTION
6		ISSUED FOR CONSTRUCTION
7		ISSUED FOR CONSTRUCTION
8		ISSUED FOR CONSTRUCTION
9		ISSUED FOR CONSTRUCTION
10		ISSUED FOR CONSTRUCTION



DRAWING C-214 SHEET		JOSHUA BASIN EXTENSION PLAN AND PROFILE SHEET STATION 10+00.00 TO STATION 30+45.65	
MOJAVE WATER AGENCY HI - DESERT EXTENSION		Bechtel Corporation 7500A, Redwood, St. Louis, MO 63105 (631) 944-8441	
APPROVED  PROJECT ENGINEER DATE 11/17/17		 RECEIVED DATE 11/17/17	
ISSUED FOR CONSTRUCTION ISSUED FOR PIPE FABRICATION		REVISIONS	
NO.	DATE	BY	REVISIONS
0		W.A.	
1		W.A.	
2		W.A.	