



BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, October 18, 2021 at 3:00 PM

Via Teleconference – No Live Attendance

NOTICE IS HEREBY GIVEN MISSION SPRINGS WATER DISTRICT BOARD MEETINGS WILL BE CONDUCTED PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER N-29-20 AND CALIFORNIA'S ASSEMBLY BILL 361 IN AN EFFORT TO PROTECT THE PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS). THE PUBLIC MAY ATTEND AND PARTICIPATE TELEPHONICALLY AS THERE WILL BE NO PUBLIC LOCATION FOR ATTENDING IN PERSON. THE AUDIO/VIDEO RECORDING OF THESE MEETINGS MAY BE POSTED TO THE MSWD WEBPAGE FOLLOWING THE MEETING.

THE PUBLIC MAY SUBMIT ANY COMMENTS ADDRESSING ITEMS BELOW BY EMAILING <mailto:DPETEE@MSWD.ORG> PRIOR TO THE START OF THE MEETING OR GIVE REAL TIME COMMENTS BY ATTENDING THE MEETING VIRTUALLY OR TELEPHONICALLY.

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/8220655340?from=addon>

DIAL BY PHONE:

+1 (408) 638-0968

Meeting ID: 822 065 5340

ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. RULES OF PROCEDURE

5. PUBLIC INPUT

*This is the opportunity for members of the public to address the Board on matters within the Board's jurisdiction. **Please limit comments to three (3) minutes or less.** State law prohibits the Board from discussing or taking action on any item not listed on the agenda.*

6. COVID-19 UPDATE

EMPLOYEE RECOGNITION**7. HUMAN RESOURCES REPORT****ACTION ITEMS****8. RESOLUTION 2021-16 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF MISSION SPRINGS WATER DISTRICT FOR THE PERIOD OCTOBER 18, 2021, THROUGH NOVEMBER 18, 2021, PURSUANT TO BROWN ACT PROVISIONS**

It is recommended to adopt Resolution 2021-16, ratifying the proclamation of a State of Emergency by Governor Gavin Newsom and authorize remote teleconference meetings of the legislative body of Mission Springs Water District, for the period October 18, 2021 through November 18, 2021.

9. FIRST AMENDMENT TO CONTRACT AGREEMENT WITH PAY NEAR ME

It is recommended to authorize the General Manager to amend the Payment Processing Agreement with PayNearMe Inc., and allow Mission Springs Water District to obtain Automated Clearing House (ACH), credit and debit card payments via the PayNearMe Platform, and authorize the General Manager to do all things necessary to complete the integration.

10. ACCEPTANCE OF GRANT OF EASEMENT DEED FOR PUBLIC WATER UTILITIES – DESERT WILLOWS PROPERTY OWNERS ASSOCIATION

It is recommended to authorize the General Manager to sign the Certificate of Acceptance, approving and accepting the Grant of Easement Deed from Desert Willows Property Owners Association dated September 30, 2021, for a public water utilities easement, located on APN: 663-405-024, 663-391-012, 663-405-025 on within the Desert Willows Community, City of Desert Hot Springs, CA.

11. AWARD OF CONTRACT FOR THE REGIONAL WATER RECLAMATION FACILITY PROJECT AND CAPITAL BUDGET AUGMENTATION

It is recommended to authorize the General Manager to award a contract for the construction of the Regional Water Reclamation Facility Project to J.F. Shea Construction, Inc., the lowest responsible bidder, in the amount of \$40,986,000.00 plus a 5% contingency of \$2,049,300.00 for a total of \$43,035,300.00, augment the capital improvement budget amount to \$51,000,000.00 for Job No. 11424, and to do all things necessary to complete the project.

DISCUSSION ITEMS**12. CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE****13. INFORMATIONAL PRESENTATION ON PROCESS FOR ADJUSTMENT OF DIVISION BOUNDARIES FOLLOWING RELEASE OF 2020 CENSUS INFORMATION**

CONSENT AGENDA

Consent agenda items are expected to be routine and non-controversial, to be acted upon by the Board at one time, without discussion. If a member would like an item to be handled separately, it will be removed from the Consent Agenda for separate action.

14. APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

July 1, 2021 - Special Meeting Workshop
 September 16, 2021 - Study Session
 September 20, 2021 - Board Meeting

15. REGISTER OF DEMANDS

The register of demands totaling \$2,720,011.07

16. LETTER AGREEMENT TO TOLL ENFORCEMENT OF DEVELOPER'S OBLIGATION TO CONSTRUCT CERTAIN IMPROVEMENTS AS SET FORTH IN PARAGRAPH 5.1(B) OF THE SECOND AMENDMENT BETWEEN SKYBORNE VENTURES, LLC AND MISSION SPRINGS WATER DISTRICT UNTIL THE EARLIER OF (I) DECEMBER 15, 2021.

It is recommended to authorize the General Manager to execute the letter agreement to toll enforcement of developer's obligation to construct certain improvements as set forth in paragraph 5.1(b) of the Second Amendment between Skyborne Ventures, LLC and Mission Springs Water District until the earlier of (i) December 15, 2021 which will allow both parties to continue negotiations in formalizing a Third Amendment of an original agreement dated August 30, 2006 and recorded October 25, 2006 as Document No. 2006-0784841

DIRECTOR'S REPORTS

17. UPCOMING EVENTS AND DIRECTOR REPORTS

REPORTS

18. GENERAL MANAGER'S REPORT

19. DISTRICT COUNSEL COMMENTS

20. DIRECTOR COMMENTS

CLOSED SESSION

21. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION

pursuant to Government Code Section 54956.9(d)(1)
 One Case: Case No. PSC 1600676
 (Mission Springs Water District vs. Desert Water Agency)

22. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION

pursuant to Government Code Section 54956.9(d)(1)
 One Case: Case No. RIC 2003782

(George Padilla and Sharon Moreno vs. Mission Springs Water District)

23. REPORT ON ACTION TAKEN DURING CLOSED SESSION

24. ADJOURN

If you need special assistance to participate in this meeting, please contact the Executive Assistant at (760) 660-4403 at least 48 working hours prior to the meeting.

ANY DISCLOSABLE PUBLIC RECORDS RELATED TO AN OPEN SESSION ITEM ON A REGULAR MEETING AGENDA AND DISTRIBUTED BY MISSION SPRINGS WATER DISTRICT TO ALL OR A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THAT MEETING ARE AVAILABLE FOR PUBLIC INSPECTION AT THE DISTRICT OFFICE, 66575 SECOND STREET, DESERT HOT SPRINGS, CALIFORNIA DURING NORMAL BUSINESS HOURS AND MAY ALSO BE AVAILABLE ON THE DISTRICT'S WEBSITE AT <https://www.mswd.org/board.aspx>. NOTE: THE PROCEEDINGS MAY BE AUDIO AND VIDEO RECORDED.

CERTIFICATION OF POSTING

I certify that on or before October 15, 2021, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Mission Springs Water District at least 72 hours in advance of the meeting (Government Code Section 54954.2).



Arden Wallum
Secretary of the Board of Directors

AGENDA REPORT
REGULAR BOARD MEETING OF OCTOBER 14 & 18, 2021

HUMAN RESOURCES REPORT

PERSONNEL ACTIVITY FOR THE PERIOD SEPTEMBER 1 - 30, 2021

NEW HIRES

Tim Neumann	Facilities Maintenance Lead
Kurt Kettenacker	Innovation and Technology Manager
Marion Champion	Programs & Public Affairs Manager

ANNIVERSARIES

Bassam Alzammar	Field Operations Manager	3 Years
Danny Friend	Director of Engineering & Operations	24 Years

PROMOTIONS

None

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

None

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING DATE(S): OCTOBER 14 & 18, 2021
FROM: LEGAL COUNSEL



FOR: (mark X after choice) ACTION X DIRECTION INFORMATION

RESOLUTION 2021-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF MISSION SPRINGS WATER DISTRICT FOR THE PERIOD OCTOBER 18, 2021, THROUGH NOVEMBER 18, 2021, PURSUANT TO BROWN ACT PROVISIONS

STAFF RECOMMENDATION

It is recommended to approve Resolution 2021-16, continuing abbreviated teleconferencing procedures for meetings of legislative bodies of the District, on a month to month basis, for the period of October 18, 2021 through November 18, 2021.

SUMMARY

AB 361 was signed by the Governor on September 16, 2021. The primary purpose of California Assembly Bill 361 (Rivas) is to allow California public agencies to continue holding public meetings remotely, using abbreviated teleconferencing procedures, during the COVID-19 state of emergency. Since the enactment of Governor Gavin Newsom’s Executive Order N-29-20, local legislative bodies in California have been able to hold public meetings by “teleconference” (a term which includes videoconferencing) without complying with all the following Brown Act requirements for teleconference meetings such as:

- Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.
- Each teleconference location be accessible to the public.
- Members of the public may address the legislative body at each teleconference conference location.
- Agendas posted at all teleconference locations.
- At least one member of the legislative body be physically present at the location specified in the notice of the meeting. (Gov’t Code section 54953.)

Since the enactment of Executive Order N-29-20, local legislative bodies were able to continue the public’s business while safeguarding members of the local body and the public from exposure to COVID-19. Governor Newsom issued Executive Order N-08-21, which, among other things, rescinded Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

AB 361 allows continued remote public meetings during a state of emergency using abbreviated teleconferencing procedures. AB 361 was signed by the Governor on September 16, 2021.

As a result of the enactment of AB 361, local legislative bodies are authorized to hold remote meetings using abbreviated teleconferencing procedures through January 1, 2024, for any of the following circumstances:

Please upload all pertinent attachments using the Municode Meetings ADD ITEM function.

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing;
- The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Under AB 361, a local legislative body that holds a remote meeting under these circumstances is required to do all of the following:

- Give notice of the meeting and post agendas as already required under the Brown Act.
- Allow members of the public to access the meeting; the agenda shall provide an opportunity for members of the public to address the legislative body directly. The local legislative bodies shall also give notice of the means by which members of the public may access the meeting and offer public comment via a call-in option or an internet-based service option.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.
- In the event of a disruption which prevents the broadcasting of the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents public comments via remote methods, take no further action on items appearing on the meeting agenda until public access is restored.
- Not require public comments be submitted in advance of the meeting and allow for comments in real time.

Pursuant to AB 361, if the state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference using the abbreviated teleconferencing procedures, the local legislative bodies shall, not later than 30 days after teleconferencing for the first time under AB 361, and every 30 days thereafter, make the following findings by majority vote:

- A. The legislative body has reconsidered the circumstances of the state of emergency.
- B. Any of the following circumstances exist:
 - i. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - ii. State or local officials continue to impose or recommend measures to promote social distancing

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

None

ATTACHMENTS

Resolution 2021-16

RESOLUTION NO. 2021-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE MISSION SPRINGS WATER DISTRICT FOR THE PERIOD OCTOBER 18, 2021 – NOVEMBER 18, 2021, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

WHEREAS, the Mission Springs Water District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963) (the “Brown Act”), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, on June 9, 2021, the California Department of Public Health issued updated public health directives related to physical distancing and face coverings effective June 15, 2021, based on guidelines issued by the Centers for Disease Control and Prevention; and

WHEREAS, on or about July 28, 2021, Riverside County Public Health stated that “in light of the recent increase in local COVID-19 cases, Riverside County Public Health recommends residents follow the new state and federal guidance for face coverings. The current state and federal masking guidance recommend that vaccinated individuals wear face masks in public indoor settings. The state still requires unvaccinated individuals to wear masks indoors;” and

WHEREAS, the Board of Directors does hereby find that the ongoing risk posed by the highly transmissible COVID-19 virus will continue to cause conditions of peril to the safety of persons within the District which are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and the Board of Directors desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the District shall conduct the District's meetings without compliance with of Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e)(2); and

WHEREAS, all meeting agendas stating meeting dates, times and the manner in which the public may attend and offer public comment by call-in option or internet-based service option shall be posted, at a minimum, on the District's website and at the District's main office.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals.

The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency.

The Board of Directors hereby proclaims that a local emergency now exists throughout the District, and the ongoing risk posed by the highly transmissible COVID-19 virus has caused, and will continue to cause, conditions of peril to the safety of persons within the District; furthermore, the guidance of Riverside County Public Health recommends physical distancing and face coverings.

Section 3. Ratification of Governor's Proclamation of a State of Emergency.

The Board of Directors hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings.

The President of the Board of Directors, the District's General Manager, and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 18, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with Government Code section 54953(b)(3).

Section 6. Certification.

The Secretary of the Board of Directors shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, ADOPTED, AND APPROVED, this ____ day of October 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Nancy Wright
 President of Mission Springs Water District
 and its Board of Directors

ATTEST:

Arden Wallum
 Secretary of Mission Springs Water District
 and its Board of Directors

AGENDA STAFF REPORT



MEETING NAME: Regular Board Meeting
MEETING DATE(S): October 14 & 18, 2021
FROM: Brian Macy – Assistant General Manager

FOR: ACTION X DIRECTION INFORMATION

FIRST AMENDMENT TO CONTRACT AGREEMENT WITH PAY NEAR ME

STAFF RECOMMENDATION

Authorize the General Manager to execute the first amendment (aka Addendum for ACH and Card Transactions) thus amending the Payment Processing Agreement with PayNearMe Inc., and allow Mission Springs Water District to obtain Automated Clearing House (ACH), credit and debit card payments via the PayNearMe Platform, and authorize the General Manager to do all things necessary to complete the integration.

SUMMARY

Mission Springs Water District entered in a Payment Processing Agreement with PayNearMe in 2013. PayNearMe provides water and sewer utility customers various payment alternatives. Using their web-based technology service and supporting infrastructure, PayNearMe promotes commerce by enabling payments at various, conveniently located brick and mortar establishments. Mission Springs Water District took advantage of this service by allowing its customers to pay at the neighborhood 7-Eleven. Since 2013, PayNearMe has expanded its services to include Walmart. With this amendment, MSWD customers payment options will expand even further to include Apple Pay, Google Pay, and Quick Response (QR) codes on the bill for easy mobile payment.

ANALYSIS

This agreement was drafted, reviewed, and edited by both legal counsels of PayNearMe Inc., and Mission Springs Water District.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

Based on the number of ACH and credit card transactions completed in FY2010/21 (approximately 61,128 transactions), the PayNearMe Inc. agreement would provide a savings to Mission Springs Water District of over \$60,000/year.

ATTACHMENTS

Addendum For ACH and Card Transactions

ADDENDUM FOR ACH AND CARD TRANSACTIONS

THIS ADDENDUM FOR ACH AND CARD TRANSACTIONS (the “ACH & Card Addendum”), made and entered into as of the “Addendum Effective Date” shown in the “Signature Block” below, is an amendment to that certain PAYMENT PROCESSING AGREEMENT (collectively with the ACH & Card Addendum hereinafter referred to as the “Agreement”) between Merchant and PayNearMe, hereby incorporated by reference herein. All capitalized words not defined in the ACH & Card Addendum shall have the meaning ascribed to them in the Agreement including Schedule 1. Merchant currently utilizes the Network to accept cash payments for its Offerings from its customers and compensates PayNearMe pursuant to the terms of the Agreement. This ACH & Card Addendum will enable Merchant to obtain ACH, credit, and debit card payments via the Network. The defined term “Network” in the Agreement shall hereinafter refer to cash, ACH, and Card Transactions. Therefore, for valid consideration the Parties hereby further agree as follows:

ARTICLE I - REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

1.1 Appointment by Merchant; Constructive Receipt. Merchant hereby non-exclusively appoints PayNearMe as its agent for the limited purpose of facilitating ACH and Card payments from Merchant’s customers on behalf of Merchant for Offerings, directly and through all participating processing parties and banks (“Processing Partners”). Subject to Chargebacks and Refunds as applicable, Payment Confirmation of user’s payment by PayNearMe to Merchant in connection with an ACH or Card payment Transaction shall be deemed receipt of the payment from user by Merchant and will satisfy the obligations owed to Merchant by the user in the amount of the applicable payment by the user, even if payment is not received by Merchant from PayNearMe, rather Merchant’s recourse is to PayNearMe. As a result, the user is given an immediate and irrevocable credit on Merchant’s records in the amount of the payment (less fees) at the time of Payment Confirmation by PayNearMe, excepting only obvious errors, fraud, Chargebacks and Returns and subject to applicable Rules. In the event that such credit on Merchant’s records is not substantially simultaneous, then, if required or requested by PayNearMe, Merchant will promptly electronically notify PayNearMe when such credit is actually so applied. Merchant acknowledges and agrees that it (i) has no (and shall not assert any) claim for payment against any user after receipt of Payment Confirmation as set forth above and (ii) will not otherwise permit or take any action or fail to take any action adverse to a user as a result of any failure to receive payment from PayNearMe for the corresponding amount. PayNearMe will not be obligated to participate in any legal disputes between user and Merchant, except to the extent resulting from PayNearMe’s breach of this Agreement, and Merchant will reimburse PayNearMe for any such participation costs as they are incurred pursuant to Section 3.2 below. Merchant will also reimburse PayNearMe for any other costs attributable to Merchant’s failure to abide by the terms of this paragraph.

1.2 Honoring ACH Payments and Cards. Merchant may request a maximum Transaction amount provided such maximum Transaction amount is within the Compliance Transaction Limits set forth in the Signature Block, in compliance with applicable Rules, and such request must be made in writing and approved by PayNearMe. Merchant shall not require any Accountholder to pay any part of any fee imposed upon Merchant by this Agreement; however, if Merchant maintains compliance with applicable Rules, and provides forty-five (45) days’ written notice to PayNearMe, Merchant may assess a surcharge, basic fee, cash discount, or service fee.

1.3 Acceptance and Authorization.

- a. Cards. If Merchant elects to accept credit or debit card payments via the Network, PayNearMe will obtain a prior Authorization for all Card sales (including authorization by proxy to PayNearMe). If Card Authorization cannot be obtained or is denied, PayNearMe will decline the Transaction. PayNearMe will not obtain or attempt to obtain Card Authorization for any amount not authorized by Cardholder. Merchant acknowledges that a Card Authorization provides only that the Cardholder account is believed by the authorizing entity to have sufficient credit available to cover the amount of the current sale, that a Card Authorization is not a guarantee of payment, and will not waive any provision of this ACH & Card Addendum or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Receiving an Authorization shall not relieve the Merchant of liability for Chargebacks.
- b. ACH. If Merchant elects to accept ACH payments via the Network, Merchant understands that PayNearMe, acting as a Third-Party Sender, may be required to obtain Bank’s written approval to initiate or continue to initiate Entries for Merchant, which approval Bank may rescind upon written notice to PayNearMe. PayNearMe will obtain Bank Account and routing information from users for all payments that it processes. Merchant acknowledges that the information provided by the user does not indicate that sufficient funds are available to cover the amount of the current sale, that PayNearMe’s acceptance of Bank Account and routing information for payment is not a guarantee of payment, and that such acceptance will not waive any provision of this ACH & Card Addendum or otherwise validate a fraudulent Transaction or a Transaction involving use of a fraudulent account. Receipt of bank account and routing information by PayNearMe shall not relieve the Merchant of liability for Returns.

1.4 Compliance with Law; Regulation; Payment Network Rules. The Parties confirm that it each is, and shall be, in full compliance during the Term of the Agreement with all applicable state and federal laws, including but not limited to compliance (i) with the Rules as applicable to such Party; and each Party shall be solely responsible for conforming its policies and procedures to the Rules; (ii) with any and all Payment Network rules as made publicly or otherwise available from time to time; and (iii) if applicable as determined by PayNearMe, with the Your Payment Acceptance Guide provided to you in addition to this ACH & Card Addendum. Merchant agrees (i) to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as applicable and in effect from time to time; (ii) that ACH Entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control; (iii) to grant PayNearMe and Bank ongoing access to audit Merchant and any Entry that Merchant has transmitted to PayNearMe for transmission to Bank, including physical site audits; and (iv) that PayNearMe or Bank may at any time refuse to process an Entry for Merchant. Further, in accordance with NACHA rules Merchant is required to comply with the following: (a) for prearranged payment and deposit entry paper (“PPD”) authorization, Merchant is required to collect, preserve, and secure consumer’s written authorization, (b) for telephone-initiated entries (“TEL”), Merchant is required to obtain authorization either by collecting, preserving, and securing voice authorization from the consumer at the time of authorization or by delivery of a written notice to the consumer prior to initiation of the Debit, (c) for internet/mobile-initiated entries (“WEB”), Merchant is required to display the authorization language on a web browser and retain the consumer’s acceptance of such authorization language, authentication of the consumer’s identity, validation of the routing number, and account validation by fraudulent monitoring detection systems. Depending on the product integration, some of these processes are handled by PayNearMe, the third party sender. If the consumer maintains a business bank account, all transactions will be processed as cash concentration or disbursement (“CCD”) transactions, irrespective of the form of ACH authorization. Regardless of standard entry class (“SEC”) code or transaction type, when Merchant connects to PayNearMe via API, Merchant is required to collect, preserve, and retain the authorization and authentication of the Transaction for a minimum of two (2) years. Merchant will cooperate in forensic investigations as required by PayNearMe or its partners. If any government entity, including the Federal Trade Commission, files a complaint against a Party related to any activities of the other Party under this Agreement, then the Party whose activities are the cause of such complaint shall be responsible to the other Party for any fines, fees, including legal fees, required for the other Party to complete its responsibilities under the complaint. If personally identifiable information is contained in the Data, each Party is prohibited from selling such information or retaining, using, or disclosing it for any purpose other than for the purpose of this Agreement, or as otherwise permitted by the California Consumer Privacy Act (“CCPA”). Any personally identifiable information shared between Merchant and PayNearMe shall not be considered to be “sold” as defined by the CCPA and shall further not be collected or used except as necessary to perform this Agreement. Further, Merchant shall not impose a requirement on Accountholders to provide any personal information as a condition for honoring ACH or Card payments unless such information is required to provide the delivery of Merchant’s Offerings or Merchant has reason to believe the identity of the person presenting the Bank Account and routing information or Card information may be different from that of the Accountholder.

1.5 Data Security. Depending on Merchant’s integration with PayNearMe, Merchant represents either (a) that it does not have access to Card information (such as the Cardholder’s account number, expiration date, and CVV2) and will not request access to such Card information, or (b) that in the event that Merchant does receive such Card information in connection with the processing services provided under this Agreement, Merchant agrees that it will comply with, and not use Card information for any fraudulent purpose or in violation of, any Payment Network Rules, including but not limited to Payment Card Industry Data Security Standards (PCI DSS) or applicable law. If at any time Merchant believes that Card information has been compromised, it must notify PayNearMe promptly and assist in providing notification to the proper parties. Merchant must ensure its own compliance, and that of any third party service provider it utilizes, with all security standards and guidelines that are applicable to Merchant and published from time to time by the Payment Networks, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (CISP), the MasterCard Site Data Protection (SDP), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS (Payment Application Data Security Standards) (collectively, the “Security Guidelines”). If any Payment Network requires an audit of Merchant due to a data security compromise event or suspected event, Merchant agrees to cooperate with such audit. Merchant may not use any Card information other than for the sole purpose of completing the Transaction authorized by the customer for which the information was provided to Merchant, or as specifically allowed by Network Rules, Your Card Acceptance Guide or required by law.

1.6 Disbursements, Return of Goods and Credits. Merchant’s policy for the exchange or return of goods sold and the adjustment or cancellation for services rendered, as well as any other special circumstances such as delivery terms or other charges, shall be established and posted in accordance with the Rules, to the extent required. If Merchant does not make any such required disclosures, a full refund in the form of a credit to the Accountholder’s account must be given. Merchant shall not refund cash to a Cardholder who paid for the item by Card. Credits must be made to the same Bank Account or Card account number on which the original Transaction was processed. Disbursements and credits may only be issued when the good and available funds in the Merchant’s Bank Account is equal to or greater than the credit amount.

1.7 Merchant's Business. Merchant will immediately notify PayNearMe of any bankruptcy, receivership, insolvency or similar action initiated by or against Merchant or any of its or their subsidiaries. Merchant will, to the extent permitted by applicable law, include PayNearMe on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing. Merchant must notify PayNearMe in writing if Merchant sells or closes its business within seven (7) business days before the change or upon request. Merchant is liable to PayNearMe for all losses and expenses incurred by PayNearMe arising out of Merchant's failure to report changes to any information provided by Merchant in the ACH & Card Addendum and as part of the onboarding process. PayNearMe may immediately terminate this Agreement upon a material change to the information provided to PayNearMe in the ACH & Card Addendum and as part of the onboarding of Merchant.

1.8 Merchant's Agreements and Covenants. Merchant shall not engage in any of the following:

- (a) Impose a requirement on Accountholders to provide any personal information as a condition for honoring ACH or Card payments unless such information is required to provide the delivery of Merchant's Offerings or Merchant has reason to believe the identity of the person presenting the Bank Account and routing information or Card information may be different from that of the Accountholder;
- (b) Contact Accountholders except as required and permitted by the Rules or in accordance with Merchant's normal business in the delivery of its Offerings;
- (c) Receive any payment from an Accountholder to prepare and present a Transaction for the purpose of affecting a deposit to the Accountholder's account;
- (d) Transmit any over-the-counter cash advance Transaction either on the Card of the Merchant or the Card of any other party;
- (e) Obtain under any circumstance authorization for, nor process a cash advance or other form of a credit Transaction on, any Card that the Merchant owns or controls;
- (f) Knowingly engage in any illegal purpose or activity, violate any applicable law rule or regulation, or authorize any fraudulent Transaction or knowingly authorize for processing or credit, directly or indirectly, a Transaction which originated with any other source than Merchants' legitimate customers;
- (g) Authorize any Transaction solicited by a telemarketer¹ absent prior written approval from PayNearMe;
- (h) Authorize any Transaction for internet or online gambling Transactions unless Merchant is (1) appropriately licensed, if applicable, (2) operating legally in such jurisdiction, (3) blocks minors from playing, (4) blocks players from other jurisdictions where gambling is unlawful, and (5) has received written per jurisdiction approval from PayNearMe; or
- (i) Authorize any Purchase representing the refinancing of an existing obligation of a Cardholder, unless approved by PayNearMe in writing, including, but not limited to obligations: (1) previously owed to Merchant; (2) arising from the dishonor of a Cardholder's personal check; and/or (3) representing the collection of delinquent accounts on behalf of itself or third parties. Notwithstanding the above, all such collections shall be in compliance with applicable Rules, including the Fair Debt Collection Practices Act and other relevant regulations. However, if Merchant is a lender or loan servicer or provider of non-recourse advances, then nothing herein shall limit Merchant's right to authorize Purchases that comprise payments by Cardholders of amounts due to Merchant in its capacity as a lender or servicer of loans or provider of non-recourse advances, subject to Merchant's compliance with the Consumer Lending Addendum attached hereto as Schedule 2.

1.9 Non-Imprint Transactions; Notice of Erroneous/Unauthorized Transfers. Merchant waives the right to dispute Chargebacks arising from a failure to receive an Imprint. Merchant further assumes any and all other risks attendant to such Transactions. Merchant shall regularly and promptly review all statements of account related to its processing account. Merchant agrees to notify PayNearMe within three (3) business days of any discrepancy between Merchant's records and those provided by PayNearMe, the Merchant's Bank, or with respect to any transfer that Merchant believes was not authorized by Merchant or customer. If Merchant fails to notify PayNearMe in writing within forty-five (45) calendar days after the date that PayNearMe makes such statement of account or other report available to Merchant, Merchant will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer.

1.10 Representations and Warranties. Merchant represents and warrants both as of the Addendum Effective Date and during the Term of the Agreement that (a) All information provided to PayNearMe is and remains true and complete in all material respects; (b) Each Purchase presented to PayNearMe for collection is genuine and is not the result of any fraudulent or prohibited Purchase and is not being deposited on behalf of any business other than Merchant; (c) Merchant is engaged in a legitimate business and each transaction is the result of a bona fide ACH or Card Transaction for the direct Purchase of Merchant's Offerings by the Accountholder for the amount stated on any receipt or Sales Draft; (d) Merchant has performed or will perform all of its obligations to the Accountholder in connection with the ACH or Card Transaction evidenced thereby; (e) Merchant has complied with this ACH & Card Addendum's procedures for accepting ACH and Card payments, and the Transaction does not involve any element

¹ A telemarketer is a salesperson soliciting a prospective customer to buy products or services over the phone. The collection of debt over the phone is not telemarketing.

of credit or debit for any purpose other than as set forth in this ACH & Card Addendum; (f) Any Credit Voucher, price adjustment or refund which it issues represents a bona fide refund or adjustment on a sale by Merchant with respect to which a Transaction has been accepted; and (g) For all ACH or Card Transactions that Merchant requests PayNearMe to originate, (1) each Accountholder has authorized the debiting and/or crediting of its account; (2) each Transaction is for an amount the customer has agreed to; and (3) each Transaction is in all other respects properly authorized; (h) Merchant will reimburse Bank for any loss Bank incurs, including Bank's reasonable attorney's fees and legal expenses, as a result of the breach of a warranty made by Bank under the applicable Rules in connection with any Entry that Bank originates or Card Transaction that Bank acquires upon the instructions received from Merchant, except to the extent that the loss resulted from Bank's own gross negligence or intentional misconduct.

1.11 Monthly Volume and Average Payment Amount. Merchant represents that the estimated volume of Offerings transactions per month ("Monthly Volume") and the estimated average transaction dollar amount for the Offerings ("Average Payment Amount"), broken down by tender type as appearing in Schedule 3, are each good faith estimates and that there is a reasonable basis for each such estimate. Merchant shall use commercially reasonable efforts to notify PayNearMe if Merchant anticipates any material change in Merchant's Monthly Volume and Average Payment Amounts, and upon requests of PayNearMe from time to time, Merchant will update such estimates. Material changes in either the Monthly Volume or Average Payment Amount may, at PayNearMe's option, result in PayNearMe amending the terms of this Agreement, including, but not limited to, permit holding funds and/or altering the Merchant funding schedule if PayNearMe reasonably deems it necessary to protect against financial loss. PayNearMe may impose a limit on the dollar amount of transactions that it will process for Merchant, either cumulatively or separately by tender type, which limit may be changed by PayNearMe from time to time, upon ninety (90) days' written notice to Merchant.

1.12 Password and Other API and Portal Access Credentials; Web Processing. If Merchant receives a password and/or other application programming interface ("API") or portal access credentials (together "Access Credentials") from PayNearMe, Merchant will: (a) keep the Access Credentials confidential; (b) be liable for all action taken by any user of the Access Credentials; and (c) promptly notify PayNearMe if Merchant believes (i) the Access Credentials have been compromised, (ii) the API and/or portal has been or potentially can be accessed with compromised Access Credentials, or (iii) the confidentiality of the Services' data or any sensitive information has been compromised by use of the Access Credentials. Merchant shall disclose to PayNearMe all URLs for which Merchant processes Transactions or otherwise accepts payments at the time of executing this Agreement, upon request, and before processing through any URL not previously disclosed.

1.13 Cooperation. Merchant will cooperate in forensic investigations as required by PayNearMe, its Processing Partners or any Payment Network. Merchant will also participate in regular compliance reviews with PayNearMe from time to time as determined by PayNearMe's compliance function to ensure Merchant's compliance with the Agreement, which reviews may be in person, by phone or by exchange of written documentation in PayNearMe's sole discretion. Upon request, Merchant will promptly provide PayNearMe with any necessary permissions or consents, financial statements or other information reasonably requested by us to perform credit risk, security, qualification, compliance and other reviews related to this Agreement, or Merchant's financial condition. Merchant authorizes PayNearMe and PayNearMe's Processing Partners to obtain information from third parties when performing credit risk, security, qualification, compliance and other reviews. PayNearMe, its Processing Partners, or the Bank may perform a reasonable audit of Merchant's records related to its performance under this Agreement with 30 days' advance written notice, during the normal business hours. Financial statements shall be prepared in accordance with generally accepted accounting principles.

ARTICLE II - PRESENTMENT, PAYMENT, CHARGEBACK, RETURNS; TYPES OF TRANSACTIONS

2.1 Presentment and Payment.

- a. General. PayNearMe shall accept and process for Merchant all valid Transactions authorized by Merchant in accordance with Section 1.3 above and shall present the same to the appropriate Banks or Card Issuers for collection against Accountholder accounts. All presentment and assignment of Transactions, collection therefor and re-assignment or rejection of Transactions are subject to the terms of this Agreement and the Rules. PayNearMe will electronically confirm to Merchant that a payment has been made on the applicable date when a Transaction is authorized by the Merchant. PayNearMe will then initiate an ACH transfer from PayNearMe's FDIC-insured account for the benefit of all its merchants to Merchant's FDIC-insured US Bank Account in United States Dollars in the amount of the payment and any applicable taxes, net of PayNearMe's Fees, including PayNearMe Basic Fees, Chargebacks, Returns, penalties, late submission charges, and other items charged by PayNearMe's Processing Partners for processing ACH or Card payments, within the number of banking days set forth in the "Settlement Timing" section of the Signature Block. The Parties may mutually agree upon an alternative settlement method or frequency. In the event the PayNearMe Basic Fee is "Embedded" (meaning the Merchant will absorb the PayNearMe Basic Fee rather than expose it to their customers as a

“Convenience Fee”²), then PayNearMe may withhold the PayNearMe Basic Fee on settlement from the Merchant rather than invoice Merchant for such PayNearMe Basic Fee; and PayNearMe may debit Merchant’s Bank Account for all other charges. Settlement of funds shall otherwise be settled by PayNearMe to Merchant in the same manner as provided in the Agreement. PayNearMe may refuse to accept any Transaction or revoke its prior acceptance of any Transaction in the following circumstances: (i) the Transaction was not made in compliance with any terms of this Agreement; (ii) the Accountholder disputes his or her liability for any reason; or (iii) the Transaction was not directly between Merchant and the Accountholder. Merchant will pay PayNearMe, as appropriate, any amount previously credited to Merchant for a Transaction not accepted or later revoked by PayNearMe. Merchant hereby gives its written permission that PayNearMe may disclose detailed information about Transactions, individually and in the aggregate, and other information relating to Merchant to third parties that require the information to facilitate the Services described in this Agreement, or as requested by regulatory authorities. Merchant shall have the sole right to receive payment of any Purchase presented by Merchant and paid by PayNearMe to Merchant unless and until there is a Chargeback or Return. PayNearMe will inform Merchant of any Chargebacks and Returns, following which Merchant may attempt to collect from Accountholders for the related Transaction(s).

- b. **ACH Rejection.** Merchant agrees that PayNearMe and/or its Bank may reasonably reject any Entry issued by Merchant if, for example, Merchant fails to comply with the terms of this Agreement. PayNearMe has no obligation to notify Merchant of the rejection of an Entry but will use commercially reasonable efforts to do so. PayNearMe shall have no liability to Merchant for the non-arbitrary rejection of an Entry and shall not be liable to pay interest to Merchant even if the amount of Merchant’s payment order is fully covered by the Merchant’s Bank Account or the Reserve Account.
- c. **ACH Cancellation or Amendment.** Merchant shall have no right to cancel or amend an Entry after its receipt by PayNearMe. However, PayNearMe may, at its option, accept a cancellation or amendment by Merchant issued in accordance with PayNearMe’s procedures and PayNearMe shall use reasonable efforts to act on the request by Merchant prior to transmitting to the ACH processor. PayNearMe shall have no liability if such cancellation is not effected. No later than the Settlement date of the reversing Entry, Merchant shall notify the Accountholder of any reversing Entry initiated to correct an error and the reason for the reversal. If PayNearMe accepts a cancellation or amendment of an Entry, Merchant hereby agrees to indemnify, defend all claims, and hold PayNearMe harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, incurred by PayNearMe as the result of its acceptance of the cancellation or amendment.
- d. **ACH Reversal.** PayNearMe will use reasonable efforts to effect a reversal when Merchant’s request is (i) made within five (5) Business Days of the effective Entry date for the Entry or File to be reversed, (ii) accompanied by a Reversal/Cancellation request, and (iii) complies with all of the applicable Rules. Under no circumstances shall PayNearMe be liable for interest or related losses if the requested reversal of an Entry is not effected. Merchant shall reimburse PayNearMe for any expenses, losses, or damages it incurs in effecting or attempting to effect the Merchant’s request for reversal of an Entry.
- e. **ACH Error.** PayNearMe has no obligation to discover and shall not be liable to Merchant for errors made by Merchant. PayNearMe shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Merchant. Notwithstanding the foregoing, if Merchant discovers that an Entry it has initiated was in error, it shall notify PayNearMe of such error. In the event that Merchant makes an error or issues a duplicate Entry, Merchant shall indemnify, defend all claims, and hold PayNearMe harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, incurred by PayNearMe as a result of the error or issuance of duplicate Entries.

2.2 Chargebacks & Returns. Contemporaneously with each Purchase, a contingent and un-matured claim for Chargebacks and other Returns accrue against Merchant in favor of PayNearMe to the extent PayNearMe is required, or exercises its right, to pay to the Bank and/or Card Brands with respect to any fees, discounts, customer credits and adjustments, charges, fines, assessments, penalties or other items, which may in turn be charged back to Merchant by PayNearMe. Merchant acknowledges that a Payment Confirmation following an ACH Entry simply means that a payment has been submitted to the Network and further, Merchant recognizes that such payment may be disputed by the consumer or returned by the Bank. When this occurs, PayNearMe will notify Merchant and funds will be deducted from Merchant’s account as further described in Section 2.3. Merchant agrees that it is fully liable to PayNearMe for all Chargebacks and Returns. Merchant agrees to cooperate with PayNearMe in the event PayNearMe disputes a claim related to a Chargeback or Return and will timely provide necessary information regarding a Transaction and/or Accountholder in order for PayNearMe to properly dispute a claim. If Merchant has excessive Chargebacks or Returns in violation of PayNearMe’s Chargeback & Return policy, then (i) Merchant shall be responsible to PayNearMe for any related fines and third-party fees; (ii) at PayNearMe’s sole discretion, Services can be immediately suspended until Merchant obtains PayNearMe approval of and implements a Chargeback and Return remediation plan; and (iii) if in any calendar month within the six (6) months immediately following resumption of Services (after implementing an approved remediation plan) and Merchant

² The term “Convenience Fee” is only to be interpreted as narrowly defined in this Agreement to mean a fee that is exposed to consumers instead of embedded in the payment and shall not be confused with any other payment industry use of the term or similar terms.

receives excessive Chargebacks or Returns, then PayNearMe can immediately terminate this Agreement upon written notice to Merchant. Merchant agrees to accept any Chargeback or Return where the Accountholder disputes the validity of the Transaction according to the Rules. Merchant is liable for Chargebacks and Returns for any Transaction that PayNearMe reasonably determines that Merchant has in any way failed to comply with the Rules, PayNearMe's policy, this Agreement, or that PayNearMe reasonably determines (x) that the Transaction record is fraudulent, except to the extent such fraud is perpetrated by PayNearMe or its or their directors, officers, employees or agents, or (y) that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of Merchant or Merchant's agents or employees. Guarantors are personally liable for all Chargebacks and Returns. In the event Merchant sells its business, and the new owner incurs Chargebacks or Returns, the original Merchant and all Guarantors will continue to be held personally liable for such Chargebacks and Returns and any other liabilities of the new owner(s). (To be clear, PayNearMe can elect to terminate its Services if Merchant's business is sold).

2.3 Monthly Minimum Payment; Recoupment and Set-Off. Merchant shall be responsible for meeting the Monthly Minimum Payment amount set forth in Schedule 3. The Monthly Minimum Payment is the minimum sum of gross fees payable to PayNearMe based on transactions processed on behalf of Merchant each month. It is inclusive of all fees for transaction processing for all tender types. Merchant hereby authorizes PayNearMe to debit any shortfall on Monthly Minimum Payments and any outstanding/uncollected amounts owed by Merchant, such as Chargebacks, Returns, and dishonored debit Entries from: (i) Merchant's Bank Account; (ii) the Reserve Account; and/or (iii) any other amounts PayNearMe may owe Merchant under this Agreement. If Merchant does not meet the Monthly Minimum Payment in a given month, PayNearMe will debit the Monthly Minimum Payment on the tenth (10th) day of the month after the month in which such Monthly Minimum Payment was not met pursuant to the procedures set forth herein. In the event the Merchant's Bank Account or Reserve Account does not have sufficient funds, the amounts shall be immediately due and payable by Merchant without any further demand from PayNearMe. Notwithstanding, PayNearMe can elect to suspend the initiation of new transactions until such amounts are paid.

2.4 Merchant Reserve Requirement. Merchant agrees that PayNearMe may, in its sole discretion, require Merchant to fund and maintain a minimum cash balance in a Reserve Account (the "Reserve") in an amount that reflects PayNearMe's reasonable assessment of the risk related to Merchant's financial and performance obligations under this Agreement in order to ensure that sufficient funds are maintained to cover anticipated Chargebacks and Returns. Such balance shall be based upon the Monthly Volume, the Average Payment Amount (and actual deviations from such good faith estimates), Merchant's financial condition, and Merchant's history of Chargebacks and Returns and shall be determined by PayNearMe in its sole reasonable discretion. The initial required balance is set forth in Schedule 3. PayNearMe will notify Merchant if a Reserve is established (including its amount) or if the amount of the Reserve is modified. PayNearMe reserves the right to require a Reserve or adjust the required balance due to changes to Merchant's business as described in Section 1.7, non-compliance with Section 1.4, and/or if Merchant's Average Payment Amount or Chargeback or Return rate is higher than anticipated, but not more frequently than once every calendar quarter unless urgent measures are reasonably required. The balance due to the Merchant from the Reserve will not accrue interest unless required by applicable laws. Although the Merchant acknowledges that the Reserve is a general obligation of PayNearMe, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of the Merchant that is held by PayNearMe or Bank, the Merchant grants and acknowledges that the Bank and PayNearMe have a first priority security interest in the Reserve and, at Bank or PayNearMe's request, will provide documentation to reflect this security interest. The rights conferred upon PayNearMe in this Section are not intended to be exclusive of each other or of any other rights and remedies of PayNearMe under this Agreement, whether at law or in equity.

2.5 Internet Transactions. Merchant must display on its website (i) its name, as it will appear on the Bank Account statement or Cardholder statement, as prominently as any other information depicted on its website, other than images of the Offerings; (ii) a consumer data privacy policy; (iii) a policy for transmission of Bank Account and routing information or Card details; and (iv) the address of its permanent establishment. Merchant also agrees to use Payment Network marks in accordance with applicable Rules.

2.6 Telephone Transactions. In the case of telephone-based payments (telephone-initiated entries, "TEL"), Merchant will utilize commercially reasonable methods to establish the identity of the Accountholder, such as through use of a directory or other database, and hereby warrants to PayNearMe that each such Accountholder has authorized Merchant to process Card payments and submit ACH Entries to their accounts for Transactions to which the Accountholder has agreed. Merchant will provide the Accountholder with all applicable disclosures and information as required by the Rules.

ARTICLE III - INDEMNIFICATION, LIMITATION OF LIABILITY AND EFFECT OF TERMINATION

3.1 No Limitation for Returns, Chargebacks and Third Party Fines and Fees. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, MERCHANT SHALL BE LIABLE FOR ALL THIRD-PARTY FINES AND FEES INCLUDING PAYMENT NETWORK FINES AND FEES, RETURNS, CHARGEBACKS AND CREDITS OR

OTHER BANKING OR PAYMENT NETWORK LIABILITY CAUSED BY MERCHANT IN CONNECTION WITH THE SERVICES PROVIDED BY PAYNEARME PURSUANT TO THE ACH & CARD ADDENDUM.

3.2 Merchant Indemnity. Merchant agrees to indemnify and hold PayNearMe (including its employees, directors, agents and affiliates) harmless from any and all liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and experts' charges) that PayNearMe may incur as a result of a third party claim, demand, or action relating to (i) a dispute between Merchant and Accountholder except for any claim arising in connection with breach of the Agreement, Rules or applicable law by PayNearMe or its or their officers, employees, subcontractors or agents; (ii) any defense, dispute, offset, or counter claim in connection with a Transaction which may be raised by any Accountholder under the Rules, the Consumer Credit Protection Act (15 USC §1601) or other relevant state or federal statutes or regulations; except for any claim arising in connection with breach of the Agreement, Rules or applicable law by PayNearMe or its or their officers, employees, subcontractors or agents; (iii) a breach of the security of the Merchant's system safeguarding Confidential Information; (iv) any violation by Merchant of applicable Rules, laws, or regulations; including fines or losses directly or indirectly caused by Merchant's and Merchant's agents' actions resulting from Merchant's failure to comply with the Rules or the PCI-DSS security standards; (v) any fraud by Merchant and Accountholders; and (vi) the Merchant's Offerings. PayNearMe shall promptly notify Merchant of such claim, reasonably cooperate in its defense and allow Merchant to control its defense and settlement. However, under no circumstances may Merchant create an obligation on or acknowledge liability of PayNearMe.

3.3 PayNearMe Indemnity. PayNearMe agrees to indemnify and hold Merchant (including its employees, directors, agents and affiliates) harmless from any and all liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and experts' charges) that Merchant may incur as a result of a third party claim, demand, or action in relation to (i) any violation by PayNearMe of applicable Rules, laws or regulations; (ii) any fraud by PayNearMe; (iii) PayNearMe's failure to safeguard Accountholder information in violation of applicable laws; and (iv) the PayNearMe Network. Merchant shall promptly notify PayNearMe of such claim, reasonably cooperate in its defense and allow PayNearMe to control its defense and settlement. Under no circumstances may PayNearMe create an obligation on or acknowledge liability of Merchant, however.

3.4 Liability and Warranty Disclaimer. EXCEPT FOR A BREACH OF THE INTELLECTUAL PROPERTY AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTIONS 2 AND 7 IN THE AGREEMENT, THE NO LIMITATION OF LIABILITY FOR CHARGEBACKS AND THIRD PARTY FINES AND FEES AND THE INDEMNIFICATION UNDERTAKINGS IN ARTICLE III, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS AND DATA), WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PAYNEARME'S, ITS BANKS', ITS PROCESSING PARTNERS AND ITS PAYMENT LOCATIONS' CUMULATIVE LIABILITY, FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ADDENDA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE LESSER OF (I) \$100,000; OR (II) THE AMOUNT OF FEES RECEIVED BY PAYNEARME FOR SERVICES PERFORMED UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 12 MONTHS. FOR CLARITY, THE CAP SHALL NOT APPLY TO CUSTOMER FUNDS DUE TO MERCHANT BY PAYNEARME FOR PERFORMING ITS SERVICES UNDER THE AGREEMENT. FURTHERMORE, PAYNEARME'S, ITS BANKS', ITS PROCESSING PARTNERS AND ANY PAYMENT LOCATIONS' LIABILITY FOR THE FAILURE TO PROCESS ANY TRANSACTION PURSUANT TO THE TERMS OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY MADE BY THE USER, PLUS ATTORNEYS' FEES AND INTEREST.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING, TRADE USAGE, OR OF UNINTERRUPTED OPERATION WITHOUT ERROR, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WARRANTS THE RESULTS OF USE OF ITS OFFERINGS, NETWORK, APPLICATIONS, PLATFORMS OR SERVICES, AND EACH PARTY ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO. EACH PARTY ALSO ACKNOWLEDGES THAT IN COMMUNICATING UNDER THIS AGREEMENT THAT INFORMATION WILL TRAVEL THROUGH SOME THIRD PARTY SYSTEMS (E.G., TELECOMMUNICATIONS NETWORKS) THAT ARE NOT UNDER EITHER PARTY'S REASONABLE CONTROL. NO WARRANTY EXISTS WITH RESPECT TO THE SECURITY OF SUCH THIRD PARTY SYSTEMS.

3.5 Term and Termination.

- a. **Term.** The “Term” of this ACH & Card Addendum begins on the Addendum Effective Date and continues for five (5) years from the date the first production payment is processed for a Transaction (the “Production Ready Date”) and will automatically renew for successive one (1) year terms, unless sooner terminated as set forth in the Agreement or this ACH & Card Addendum. The Term may be extended upon mutual agreement of the Parties.
- b. **Termination Rights.** In addition to the rights to terminate by the Parties in the Agreement, either Party may terminate this ACH & Card Addendum or the entire Agreement (i) upon ninety (90) days’ prior written notice to the other Party for any or no reason after the first anniversary of the Addendum Effective Date; or (ii) upon thirty (30) days’ prior written notice to the other Party in the event of a breach of this Agreement not corrected within a reasonable notice period not exceeding thirty (30) days. PayNearMe also reserves the right to terminate this ACH & Card Addendum or the entire Agreement (iii) upon written notice if at any time Merchant does not pass PayNearMe’s initial or ongoing compliance or credit reviews; (iv) upon thirty (30) days’ prior written notice if changes to applicable Rules cause processing or associated pricing to be impractical; (v) immediately and without notice if Merchant causes PayNearMe to be in a status of non-compliance with applicable Rules, or if required by PayNearMe’s Bank or Processing Partners, or (vi) immediately and with prompt notice in the event of termination by PayNearMe’s Bank or Processing Partners.
- c. **Effect of Termination, Generally.** In the event of termination of the Agreement, all fees that have been earned prior to the termination and all payments outstanding less applicable charges will be paid as previously provided. Upon termination, the Parties will return or destroy all Confidential Information of the other within such Party’s possession or control and certify same upon request. The rights and obligations of the Parties shall survive any termination of this Agreement.
- d. .
- e. **Effect of Termination on ACH and Card Payments.** In the event of termination of the Agreement, Merchant (i) expressly authorizes PayNearMe to continue disbursement of funds for all transactions of Merchant in the process of being collected and deposited; and (ii) agrees that PayNearMe will determine the portion of collected funds (if any) that will be placed in the Reserve Account in accordance with Section 2.4. Merchant agrees that such funds will be maintained in the Reserve Account for a minimum of ninety (90) days, or until all fees, charges, losses, or amounts for which Merchant is liable under this Agreement have been paid, and all contingent liabilities associated with Merchant have expired or been resolved. Further, PayNearMe reserves the right to require Merchant to deposit in the Reserve Account reasonable additional amounts based upon Merchant’s processing history and/or anticipated risk of loss to PayNearMe. Any balance of the Reserve Account remaining after Chargeback or Return rights have expired and all other expenses, losses and damages have been paid will be promptly disbursed to Merchant. Merchant acknowledges that PayNearMe or its Processing Partners are required to report the Merchant’s business name and the names and identification of its principals to MasterCard’s Member Alert To Control High-risk Merchants list and/or the Discover Networks’ Consortium Merchant Negative File list in the event Merchant is terminated for the reasons set forth in those organizations’ rules. Merchant agrees it will hold PayNearMe harmless for all such reporting. Upon termination for any reason (assuming notice thereof has been provided), Merchant will immediately cease requesting ACH Entries and Card Authorizations and will cease transmitting Transactions to PayNearMe. In the event Merchant obtains any Entry or Authorization after termination, Merchant expressly acknowledges and agrees that the fact that any such Entry or Authorization was requested or obtained shall not operate to reinstate this Agreement. All obligations for Transactions prior to termination (including to pay for Chargebacks or Returns and PayNearMe’s expenses relating to such Chargebacks or Returns) survive termination.

3.6 Applicability of Terms. In the event of any conflict between the terms of the Agreement and the terms of the ACH & Card Addendum, the terms of the ACH & Card Addendum will govern as applicable to ACH and Card Transactions. To be clear, the terms and conditions of the Agreement shall apply to all ACH and Card Transactions as contemplated by the ACH & Card Addendum unless such term or condition is explicitly addressed in this ACH & Card Addendum, in which case, the terms in the ACH & Card Addendum will apply.

(SIGNATURE BLOCK FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this ACH & Card Addendum to be executed as of the ACH & Card Addendum Effective Date indicated below by their authorized signatories. This ACH & Card Addendum may be signed in multiple counterparts, including by facsimile or digital signature.

Signature Block

PayNearMe MT, Inc.

By (signature): _____
Name: _____
Title: _____
Address: 5201 Great America Parkway, Suite
510, Santa Clara, CA 95054

Merchant: Mission Springs Water District

By (signature): _____
Name: _____
Title: _____
Address: _____

Signatory Email: _____

Signatory Phone: _____

Addendum
Effective Date: _____

Form(s) of Payment: (e.g., Cash, Debit, Credit, Credit, Debit, ACH) ACH

Settlement Timing: 2 banking days

Guarantor: (If applicable, per Section 5)
By (signature): _____
Guarantor Name: N/A
Guarantor Address: N/A

Guarantor Email: N/A
Guarantor Phone: N/A

Merchant's entity type: Municipal Water
Place of incorporation: California
Merchant's Offerings: Water, Sewer and Tax

Compliance and Risk Transaction Limits for Card and ACH		
This table represents PayNearMe's standard compliance limits as of the Addendum Effective Date. Changes may occur from time to time at the discretion of PayNearMe's Compliance and Risk Department. Any change that lowers the limits set forth below will be communicated to Merchant in writing. Requests to increase a limit must be approved by PayNearMe's Compliance and Risk Department in writing.		
	Card	ACH
Limit per transaction	\$5,000	\$5,000
Limit per rolling 24 hours	\$5,000	\$5,000
Limit per rolling 30 days	\$10,000	\$10,000

SCHEDULE 1 - DEFINITIONS

- 1.1. **“Accountholder”** means a Bank Account Holder, a Cardholder, or both.
- 1.2. **“ACH”** means the Automated Clearing House paperless entry system operated by the Federal Reserve.
- 1.3. **“Authorization”** shall mean an affirmative response by or on behalf of a Card Issuer, to a request to the API to affect a Purchase, that a Purchase is within the Cardholder’s available purchasing limit and that the Cardholder has not reported the Card lost or stolen. A Purchase must still be done to capture the Cardholder’s funds.
- 1.4. **“Bank”** means each Financial Institution acting as an Originating Depository Financial Institution with respect to ACH Entries or the sponsor bank of Card Transactions.
- 1.5. **“Bank Account”** means either (i) a Consumer’s valid bank account at a U.S. bank for the payment of funds; or (ii) Merchant’s FDIC-insured US bank demand deposit account for the crediting of collected funds and the debiting of disbursements, fees and charges pursuant to this ACH & Card Addendum. The Bank Account information may be modified from time to time by Merchant’s written request, and after approval by PayNearMe.
- 1.6. **“Bank Account Holder”** means the person who purports to be the person in whose name the Bank Account is held.
- 1.7. **“Card”** means (i) a valid debit, credit, and/or prepaid debit card in the form issued under license from Visa U.S.A. Inc., Visa International, Inc., MasterCard International Incorporated, or Discover Network; or (ii) any other valid debit and/or prepaid debit card accepted by Merchant and facilitated by PayNearMe.
- 1.8. **“Card Brand”** means Visa, MasterCard, Discover Network, or any other Card Issuers that provide Cards that are accepted by Merchant by agreement with PayNearMe.
- 1.9. **“Cardholder”** means the person who purports to be the person in whose name the Card is issued.
- 1.10. **“Card Issuer”** means the financial institution or company which has provided a Card to the Cardholder.
- 1.11. **“Chargeback”** means the procedure by which the value of a Sales Draft (or disputed portion thereof) is returned to the Card holder through the Payment Network.
- 1.12. **“Credit Voucher”** means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.13. **“Data”** means all messages, images, files, data and other information transmitted by a Party in connection with the ACH & Card Addendum.
- 1.14. **“Disbursement”** shall mean the acceptance of a Card, or information embossed on the Card, or Bank Account information for payment to Accountholder by PayNearMe on behalf of the Merchant. The Merchant obtains the Card or Account number from the customer, invokes a subsequent Settlement, whereby PayNearMe debits the account, and pays the appropriate Payment Network or deposits proceeds in the appropriate Bank Account.
- 1.15. **“Entry”** means an ACH debit or credit entry issued in Merchant’s name.
- 1.16. **“File”** means the data file or batch release used to transmit one or more Entries to the Bank.
- 1.17. **“Imprint”** means (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter; or (ii) the electronic equivalent obtained by swiping a Card through, or inserting a card into, a terminal and electronically printing a Sales Draft.
- 1.18. **“NSF”** means Non-Sufficient Funds, i.e., when a Bank Account does not have enough money to cover a Transaction.
- 1.19. **“Payment Confirmation”** means an electronic verification from PayNearMe to Merchant via a PayNearMe certified interface, payment callback, or certified payment report, indicating that payment has been made on the applicable date. Payment Confirmation does not include any other callback, such as a payment authorization callback, nor does it include any Transaction reports as generated by the PayNearMe system.
- 1.20. **“Payment Network(s)”** shall mean VISA USA, Inc., MasterCard International, Inc., Discover Network, a business unit of Discover Financial Services, STAR, NYCE, PULSE, Maestro, AccelExchange, CU24 and other networks as may be added or eliminated from time to time by PayNearMe at their sole discretion.
- 1.21. **“PayNearMe Basic Fee”** means a fee charged on all Transactions that is payable to PayNearMe for processing Merchant’s Transactions.
- 1.22. **“Purchase”** means the exchange of goods or services, or credit for such, from Merchant to a customer, where customer makes payment through the use of a Bank Account or Payment Network.
- 1.23. **“Reserve Account”** means an account for all prefunding obligations and for future indebtedness of Merchant to PayNearMe that may arise out of or relate to the obligations of Merchant to PayNearMe under this ACH & Card Addendum, including, but not limited to Chargebacks, Returns, Disbursements, credits, refunds, fines, and fees, in such amount as PayNearMe from time to time may determine in its sole discretion.
- 1.24. **“Return”** shall mean when a payment is returned by the Bank after a user provides their Bank Account and routing information to make a payment and the payment cannot be processed, often because of an NSF, a stop payment, or incorrect account information.
- 1.25. **“Reversal”** shall mean the reversing of a completed Transaction.
- 1.26. **“Rules”** means all rules, regulations, and laws as respectfully amended from time to time of (i) the Card Brands or Payment Networks; (ii) the National Automated Clearing House Association; (iii) any national, federal, state, or local jurisdiction in which Merchant operates; and (iv) the Electronic Transaction Association, all to the extent applicable to Merchant.
- 1.27. **“Sales Draft”** means a receipt of acknowledgement provided to the Cardholder subsequent to a Transaction, which is a binding contract between Merchant and the Cardholder.
- 1.28. **“Services”** shall mean the processing services, including Disbursements, Purchases, address verification, Reversals, voids, Payment Confirmation, Authorization, Return and Chargeback processing, Settlement, Program setup, periodic reports, and ongoing Program support provided by PayNearMe under this ACH & Card Addendum.
- 1.29. **“Settlement”** means PayNearMe (i) crediting the Merchant’s Bank Account after receiving proceeds for Purchases made via ACH or proceeds for Purchases from the Payment Networks and (ii) debiting the Bank Account and paying the Payment Networks for past Disbursements.
- 1.30. **“Third Party Sender”** means PayNearMe when PayNearMe is acting as an intermediary between the company originating the ACH payment and the Originating Depository Financial Institution (ODFI) of that Transaction.
- 1.31. **“Transaction”** shall mean a Disbursement or Purchase transaction.

SCHEDULE 2 - CONSUMER LENDING ADDENDUM

Merchant agrees that it shall not, and it shall contractually prohibit its customers from, use of the Services for any Prohibited Activities (as defined below) and to be in compliance, as well as contractually require its customers to be in compliance, with applicable licensing and registration, all as further described below:

Debt Repayment Disclosure:

PayNearMe and its Processing Partners have an obligation to protect the Card Brands from illegal and/or potentially brand damaging Transactions and will not allow illegal Transactions; thus, not allowing any **credit card**, consignment-based cards, or margin-based cards to be processed for debt repayment, except where such Transactions are in compliance with all applicable laws and Network Rules. Visa's debt repayment acceptance rules allow merchants to accept Visa Debit (also known as checkcards which remove funds from a checking or savings account) and Prepaid cards, **NOT credit cards**, for consumer debt repayment transactions (for example: auto loans, medical loans, dental loans, personal loans, home equity loans, short term installment loans and lines of credit). Therefore, a consumer-lending merchant is required to adhere to the following additional terms to qualify to use the Services:

Prohibited Activities:

Merchant agrees **NOT** to make payday loans, provide services to a payday lender, or collect outstanding debt from a customer of a payday lender in any of the states where it is illegal. Currently, these states include: Georgia, New York, New Jersey, Arkansas, Arizona, Connecticut, Maryland, Massachusetts, North Carolina, Pennsylvania, Vermont, West Virginia and the District of Columbia. This list is not exhaustive, and it is Merchant's sole responsibility to ensure it is in compliance with applicable lending laws. PayNearMe may immediately terminate the Agreement if PayNearMe, in its sole discretion, believes Merchant has violated applicable laws.

Merchant agrees **NOT** to: (a) submit for processing any debt that has been charged off, sold, and transferred (debt that is charged off but still owned by the original lender is acceptable if it has not been transferred); or (b) knowingly accept or process credit cards for any debt repayment transactions, except where such transactions are in compliance with all applicable laws and Network Rules. Knowing acceptance of a credit card for debt repayment is cause for immediate termination. Merchant agrees, in addition to the other indemnification obligations hereunder, to indemnify PayNearMe from and against any and all losses, costs, liabilities, damages, and expenses, including attorney's fees, resulting from or incurred in connection with any breach of this Addendum.

Federal and State Rules and Regulations Addendum:

Disclosure: PayNearMe and its Processing Partners have an obligation to protect themselves from illegal and/or potentially brand damaging corporate structures, lending practices, and transactions; thus, requiring consumer lending merchants to comply with and adhere to the following additional terms in order to qualify for use of the Services:

Merchant UNDERSTANDS and AGREES to obtain and maintain all local, state, and federal licenses, registrations and approvals required for the consumer lending business it conducts throughout the Term of the Agreement.

Merchant AGREES it has the responsibility to understand and remain current on all state and federal laws as it relates to consumer lending and to always be in compliance with these laws to the extent applicable to Merchant; which are not limited to the following: Federal Trade Commission Act ("FTCA"); Truth in Lending Act ("TILA"), including without limitation Regulation Z; Telephone Consumer Protection Act ("TCPA"); Fair Debt Collection Practices Act ("FDCPA"), including without limitation Regulation F; Electronic Funds Transfer Act ("EFTA"), including without limitation Regulation E; Equal Credit Opportunity Act ("ECOA"), including without limitation Regulation B; all regulations implementing the foregoing; and all other applicable Federal (CFPB, OCC, etc.), State, and Local laws, rules and regulations including, without limitation, those referring or pertaining to consumer privacy and protection, credit, lending, usury and banking.

Merchant AGREES to immediately notify PayNearMe in writing of any inquiry, investigation, complaint, charge, subpoena, claim or request for information by any local State or Federal law enforcement or regulatory agency in connection with this Agreement. Merchant AGREES in addition to the other indemnification obligations hereunder, to indemnify PayNearMe from and against any and all losses, costs, liabilities, damages and expenses (including attorney's fees) resulting from or incurred in connection with any breach of Federal and State Rules and Regulations or this ACH & Card Addendum.

SCHEDULE 3 - FEES

PayNearMe will pay Merchant all payments received through the Network for the Offerings less PayNearMe's basic fee per transaction (the "PayNearMe Basic Fee") as provided below. The PayNearMe Basic Fee for each tender type has been established based upon the Average Payment Amount and expected Monthly Volume. For cash transactions, the PayNearMe Basic Fee includes all fees paid to or retained by authorized Payment Locations.

PayNearMe can elect to adjust the PayNearMe Basic Fee on thirty (30) calendar days' notice to Merchant. PayNearMe reserves the right to so adjust the PayNearMe Basic Fee not more frequently than once every other calendar quarter. If Merchant objects to any fee adjustment, Merchant can elect to terminate this Agreement for convenience within such thirty (30) calendar day notice period.

PayNearMe encourages Merchant to absorb all fees. In the event that Merchant elects to pass through the PayNearMe Basic Fee to users, Merchant will not characterize such additional charge as a fee that PayNearMe requires Merchant to impose on users, except to the extent otherwise required by law. Merchant represents and warrants that it provides at least one alternative payment method which is free to customers.

Chargebacks, Returns, and NSFs: In order to ensure compliance with the Payment Networks and Rules, PayNearMe reserves the right to immediately suspend Transactions pursuant to Section 3(a)(viii) of the Agreement in the event that either Merchant's customer chargeback rates (measured by the ratio of total chargebacks in a given month to the total number of Card Transactions for that month) or Merchant's customer ACH unauthorized return rates exceed industry standard percentages. Additionally, in such event and upon re-initiation of processing, PayNearMe reserves the right to charge Merchant additional fees for Chargebacks, Returns, or NSFs upon thirty (30) business days' notice to Merchant. If Merchant objects to any such fees, Merchant can elect to terminate this Agreement within such thirty (30) calendar day notice period.

Other Costs and Fees: Merchant will pay PayNearMe a non-refundable "Setup Fee" set forth in the table below within thirty (30) days after the Effective Date, which fee will cover up to ten (10) hours of PayNearMe services to facilitate Merchant's integration efforts. Any additional hours will be billed at the rate of \$250 per hour or part thereof, plus applicable taxes, after PayNearMe advises Merchant of the need for such additional services and Merchant approves. Furthermore, if during the Term Merchant requires additional custom technical or product work outside the scope of the Agreement, such work will be billed at the rate of \$250 per hour, plus applicable taxes.

Merchant will also reimburse PayNearMe for any third party charges for backgrounding foreign beneficial owners of twenty-five (25%) percent or more in Merchant net thirty (30) days after invoicing.

PayNearMe Basic Fee for Transaction Processing

Cash	Payment Channel	PayNearMe Basic Fee	Fee Type	Transactions per Month	Average Payment Amount
	Payment Location	\$1.99	Embedded Fee	500	\$100.00

Debit Cards	Payment Channel	PayNearMe Basic Fee	Fee Type	Transactions per Month	Average Payment Amount
	Consumer Portal	\$1.95	Embedded Fee	2000	\$100.00
	Collector Agent	\$1.95	Embedded Fee	1	\$100.00
	IVR	\$1.95	Embedded Fee	500	\$100.00
	Recurring	\$1.95	Embedded Fee	1	\$100.00

Cost for Debit Card Chargeback: \$20.00
 Durbin Regulated Debit Cards: 60%

Credit Cards	Payment Channel	PayNearMe Basic Fee	Fee Type	Transactions per Month	Average Payment Amount
	Consumer Portal	\$1.95	Embedded Fee	2000	\$100.00
	Collector Agent	\$1.95	Embedded Fee	1	\$100.00
	IVR	\$1.95	Embedded Fee	500	\$100.00
	Recurring	\$1.95	Embedded Fee	1	\$100.00

Cost for Credit Card Chargeback: \$20.00

ACH	Payment Channel	PayNearMe Basic Fee	Fee Type	Transactions per Month	Average Payment Amount
	Consumer Portal	\$1.00	Embedded Fee	500	\$100.00
	Collector Agent	\$1.00	Embedded Fee	1	\$100.00
	IVR	\$1.00	Embedded Fee	300	\$100.00
	Recurring	\$1.00	Embedded Fee	1	\$100.00

Cost for Authorized Return: \$5.00
 Cost for Unauthorized Return: \$10.00

Fee Schedule

Other Services / Other Fees

Item	Amount (plus taxes where applicable)	Description	Payment timing
Setup Fee	\$2,500	Setup fee will cover up to ten (10) hours of PayNearMe services to facilitate Merchant's integration efforts. Non-refundable.	One time, due 30 days after Effective Date
IVR	Waived	A dynamic interactive voice response service that allows automated payments by phone.	Waived
Engagements Engine	Not included	Automated monthly reminders and other customer communications that are available in addition to the standard reminder or welcome message offered as part of PayNearMe's standard Services <i>Fee includes up to 10,000 messages, then \$0.05 per additional message</i>	Not included
Business Rules Engine	Not included	In addition to the one standard business rule offered as part of the PayNearMe standard Services, Merchant may choose from ~10 additional pre-defined business rules to configure the PayNearMe platform to meet their needs. <i>Fee includes up to 20,000 transactions, then \$0.10 per transaction</i>	Not included

Other Relevant Information

Reserve Account:

Initial required balance	\$0.00
--------------------------	--------

Monthly Minimum Payment:

Beginning 6 Months from the Effective Date or 3 Months from the Production Ready Date, whichever is sooner	N/A
Beginning 12 Months from Production Ready Date	N/A
Beginning 24 Months from Production Ready Date	N/A

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING

DATE(S): OCTOBER 14 & 18, 2021

FROM: Brian Macy - Assistant General Manager

FOR: ACTION X DIRECTION INFORMATION



ACCEPTANCE OF GRANT OF EASEMENT DEED FOR PUBLIC WATER UTILITIES EASEMENT – DESERT WILLOWS PROPERTY OWNERS ASSOCIATION

STAFF RECOMMENDATION

Authorize the General Manager to sign the Certificate of Acceptance, approving and accepting the Grant of Easement Deed from Desert Willows Property Owners Association dated September 30, 2021, for a public water utilities easement, located on APN: 663-405-024, 663-391-012, 663-405-025 on within the Desert Willows Community, City of Desert Hot Springs, CA.

SUMMARY

During recent construction of the Desert Willows Water Line Replacement project, staff discovered there were no formal utility easements recorded for the existing water lines for the Desert Willows Property Owners Association Community. The water lines have been in service and maintained by MSWD since the initial construction of the Community in 1984.

ANALYSIS

Recording an easement for the water line provides MSWD with legal right to access the area, and to own, operate and maintain our facilities in perpetuity.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

There is no financial impact signing the Certificate of Acceptance for the Grant of Easement Deed.

ATTACHMENTS

Grant of Easement Deed
Certificate of Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

EXEMPT – GOV'T CODE 6103

The undersigned grantor declares:
Documentary transfer tax is \$ 0.00.
 computed on the full value of property conveyed, or
 computed on full value less value of liens and
encumbrances remaining at time of sale.
 Unincorporated area: City of _____,
and County of _____.

FOR RECORDER'S USE ONLY

Affects: APN: 663-405-024, 663-391-012, 663-405-025

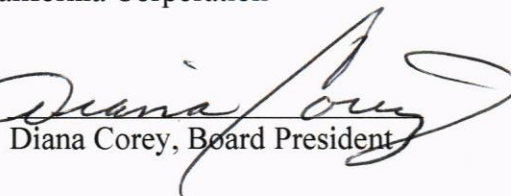
GRANT OF EASEMENT DEED

Desert Willows Property Owners Association, a Corporation, hereby GRANTS to MISSION SPRINGS WATER DISTRICT, a County Water District and public agency formed pursuant to Water Code §§ 30000 et seq., a non-exclusive Easement to own, operate, and maintain Public Water Utilities over, under and across that certain property in the County of Riverside, State of California, the following described land:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED HERETO AND MADE A PART HEREOF

Dated this 30th day of Sept, 2021

Desert Willows Property Owners Association,
A California Corporation

By: 
Diana Corey, Board President

NOTARY FOLLOWS

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

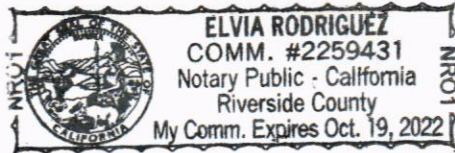
On **September 30**, 2021 before me, Elvia Rodriguez, Notary Public, personally appeared:

Diana Corey

Who proved to me on the basis of satisfactory evidence be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Elvia Rodriguez
Elvia Rodriguez

My Commission Expires: October 19, 2022

OPTIONAL

DESCRIPTION OF THE ATTACHED DOCUMENT

Title or Type of Document: *Grant of Easement Deed*

Document Date: **September 30, 2021**

EXHIBIT "A"

WATER LINE EASEMENTS

LOCATED IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL EASEMENT PARCELS BEING LOCATED WITHIN TRACT NO. 28002 AS FILED IN BOOK 250, PAGES 85 THROUGH 91, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- DESERT WILLOW DRIVE (LOT "K");
- CAROB TREE DRIVE (LOT "J");
- CAHUILLA DRIVE (LOT "D", LOT "L" AND LOT "M");
- MERVYN DRIVE (LOT "E");
- LAWRENCE DRIVE (LOT "F");
- RICARDO AVENUE (LOT "G");
- LEONARDO DRIVE (LOT "H").

SUBJECT TO ALL EXISTING EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS.

PARTICULAR ATTENTION IS DIRECTED TO ITEM 2.5, EASEMENTS FOR PUBLIC SERVICES, IN CC&R'S RECORDED NOVEMBER 17, 1994 AS INSTRUMENT NO. 1994-437608 OF OFFICIAL RECORD FOR A THREE FOOT EASEMENT, MEASURED FROM RIGHT-OF-WAY, FOR PUBLIC SERVICES AFFECTING ALL THE LOTS WITHIN THE RECORDED SUBDIVISION OF SAID TRACT NO. 28002

EXHIBIT PREPARED BY: HEITEC CONSULTING
 ADDRESS: 777 E. TAHQUITZ CANYON, SUITE
 309, PALM SPRINGS, CA 92262
 PHONE NUMBER: 760-340-9060



David Hacker
 DAVID HACKER PLS. 5128 EXP. 6/30/21

MISSION SPRINGS WATER DISTRICT	APPROVED: <i>Michael Platt</i> 6-10-21	
	DATE: 8306 P.L.S.	
LEGAL DESCRIPTION SEE EXHIBIT "B" FOR MAPPING OF WATER EASEMENT	DRAWN BY: J.R.	SCALE: FILE NO.
	CHECKED BY: D.H.	DATE: 06/04/21 SHEET NO. 1 28

EXHIBIT "B"

WATER EASEMENT MAP EXHIBIT



SCALE: 1"=300'

NOTE: PARTICULAR ATTENTION IS DIRECTED TO ITEM 2.5, EASEMENTS FOR PUBLIC SERVICES, IN CC&R'S RECORDED NOVEMBER 17, 1994 AS INSTRUMENT NO. 1994-437608 OF OFFICIAL RECORDS FOR A THREE FOOT EASEMENT, MEASURED FROM RIGHT-OF-WAY, FOR PUBLIC SERVICES AFFECTING ALL THE LOTS WITHIN THE RECORDED SUBDIVISION OF SAID TRACT NO. 28002

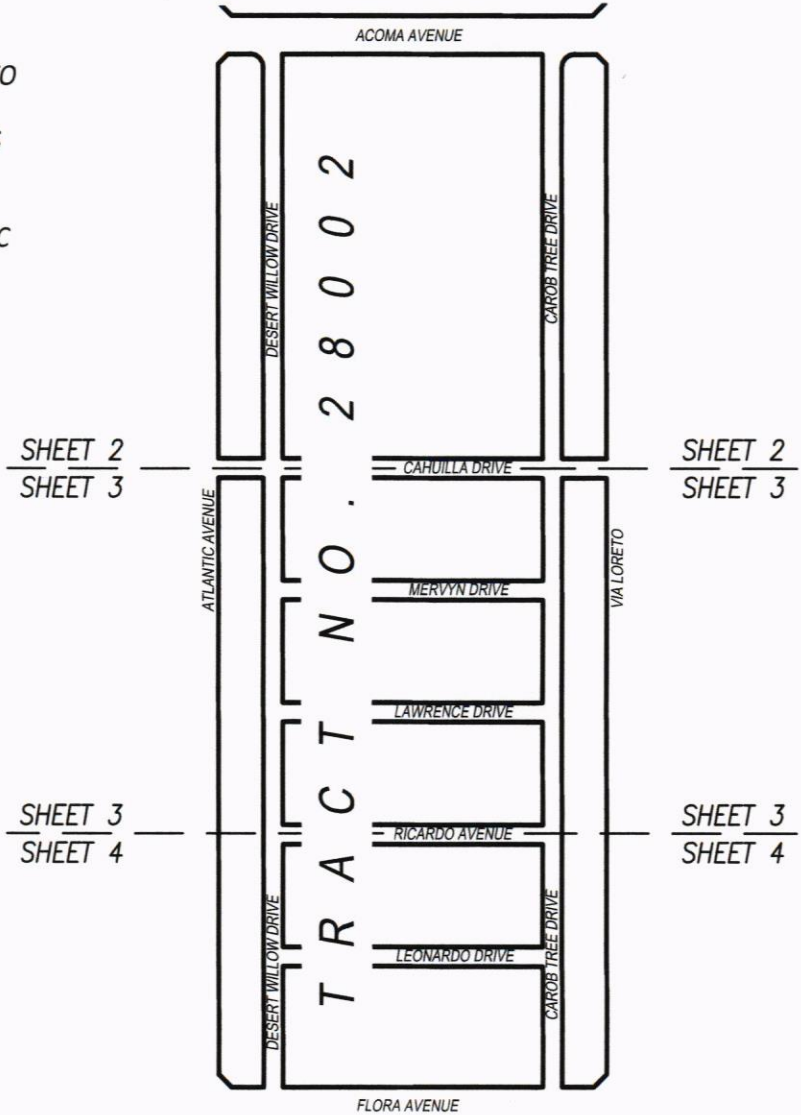


EXHIBIT PREPARED BY: HEITEC CONSULTING
ADDRESS: 777 E. TAHQUITZ CANYON, SUITE 309, PALM SPRINGS, CA 92262
PHONE NUMBER: 760-340-9060

SCALE: 1"=300'



David Hacker

DAVID HACKER PLS. 5128 EXP. 6/30/21

MISSION SPRINGS WATER DISTRICT

LEGAL DESCRIPTION:

SEE EXHIBIT "A"

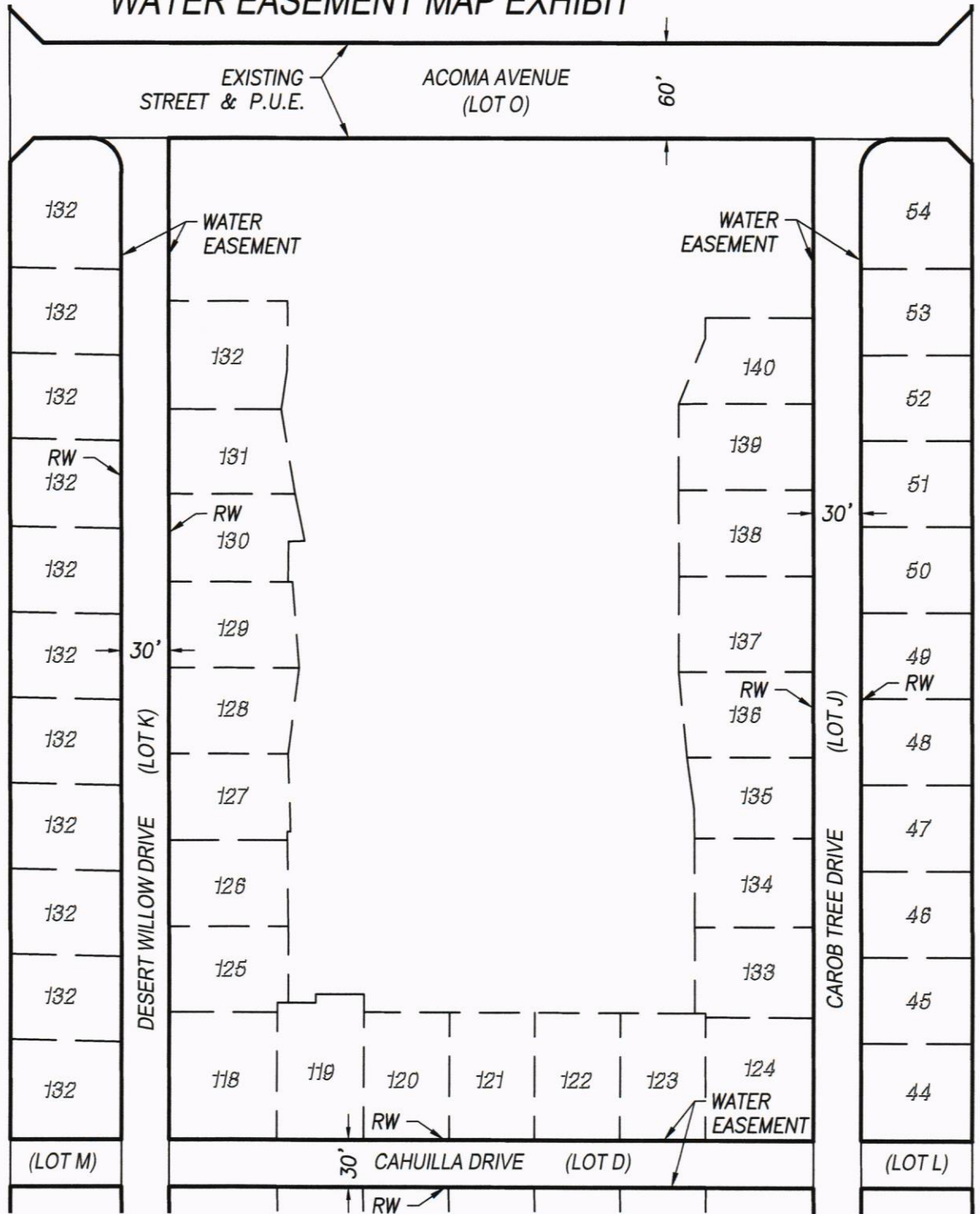
APPROVED:	<i>Michael Platt</i>	6-10-21
	- MICHAEL PLATT	DATE 8306 P.L.S.
DRAWN BY:	J.R.	SCALE: 1"=300' FILE NO.
CHECKED BY:	D.H.	DATE: 06/04/21 SHEET NO. 1

EXHIBIT "B"

WATER EASEMENT MAP EXHIBIT



SCALE: 1"=100'



David Hacker

DAVID HACKER PLS. 5128 EXP. 6/30/21

SEE SHEET 3

MISSION SPRINGS WATER DISTRICT

LEGAL DESCRIPTION:

SEE EXHIBIT "A"

APPROVED:

Michael Platt
MICHAEL PLATT

6-18-21

DATE

8306

P.L.S.

DRAWN BY: J.R.

SCALE: 1"=100'

FILE NO.

CHECKED BY: D.H.

DATE: 06/04/21

SHEET NO. 2

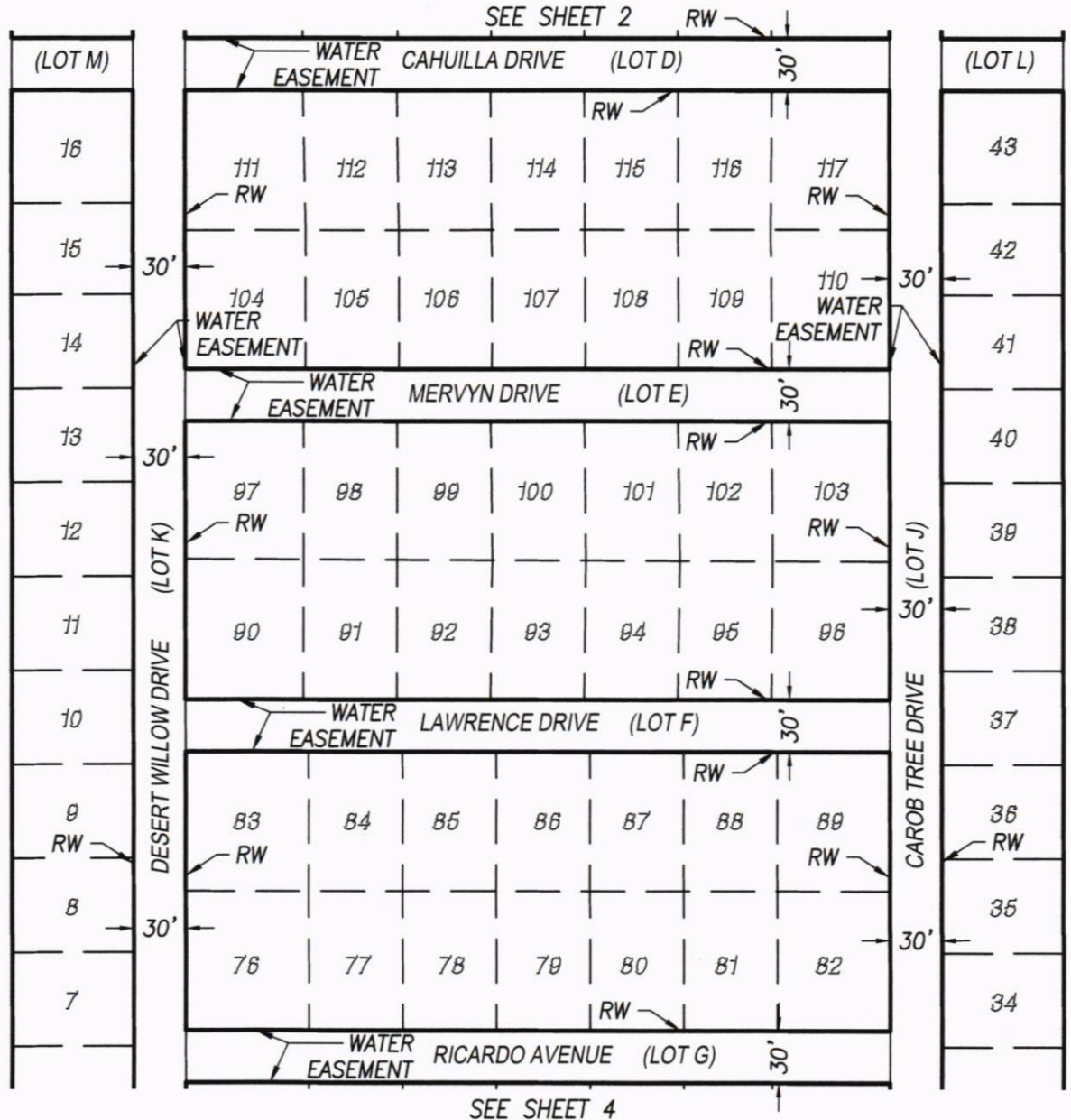
30

EXHIBIT "B"

WATER EASEMENT MAP EXHIBIT



SCALE: 1"=100'



David Hacker
 DAVID HACKER PLS. 5128 EXP. 6/30/21

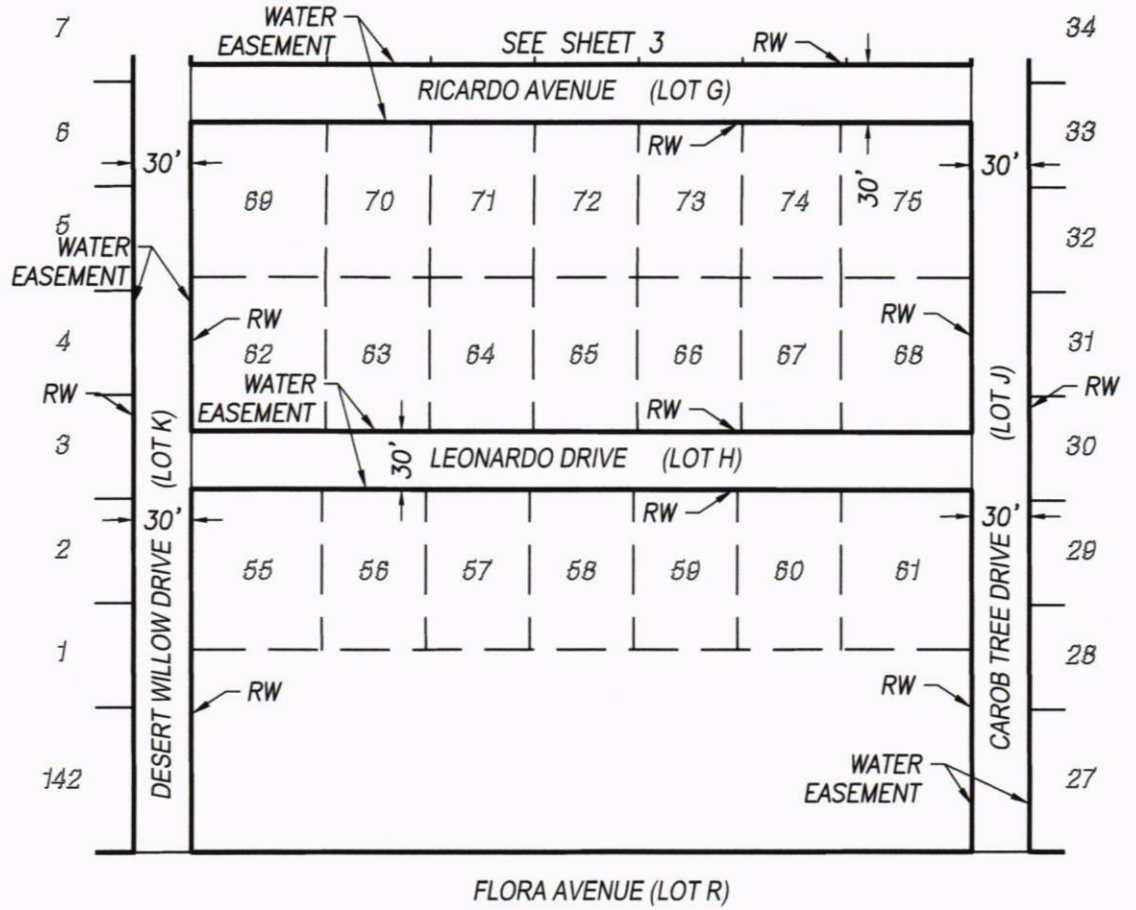
MISSION SPRINGS WATER DISTRICT		APPROVED:	<i>Michael Platt</i>	6-10-21
			-MICHAEL PLATT	DATE 8306 P.L.S.
LEGAL DESCRIPTION: SEE EXHIBIT "A"	DRAWN BY:	J.R.	SCALE: 1"=100'	FILE NO.
	CHECKED BY:	D.H.	DATE: 06/04/21	SHEET NO. 3

EXHIBIT "B"

WATER EASEMENT MAP EXHIBIT



SCALE: 1"=100'



David Hacker

DAVID HACKER PLS. 5128 EXP. 6/30/21

MISSION SPRINGS WATER DISTRICT

LEGAL DESCRIPTION:

SEE EXHIBIT "A"

APPROVED:

Michael Platt
- MICHAEL PLATT

6-10-21

DATE
8306
P.L.S.

DRAWN BY: J.R.

SCALE: 1"=100'

FILE NO.

CHECKED BY: D.H.

DATE: 06/04/21

SHEET NO. 4

32

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

EXEMPT – GOV'T CODE 6103

The undersigned grantor declares:

Documentary transfer tax is \$ 0.00.

() computed on the full value of property conveyed, or

() computed on full value less value of liens and
encumbrances remaining at time of sale.

() Unincorporated area: () City of _____,
and County of _____.

FOR RECORDER'S USE ONLY

Affects APN: 663-405-024, 663-391-012, 663-405-025

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant of Easement dated September 30, 2021, hereby acknowledge **Desert Willows Property Owners Association** ("Grantor") is hereby accepted by order of the **MISSION SPRINGS WATER DISTRICT** a County Water District and public agency formed pursuant to Water Code § § 30000 et seq. ("Grantee") and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2021

MISSION SPRINGS WATER DISTRICT

By: _____
Arden Wallum, General Manager

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
MEETING
DATE(S): OCTOBER 14 & 18, 2021
FROM: Brian Macy – Assistant General Manager



FOR: ACTION X DIRECTION INFORMATION

AWARD OF CONTRACT FOR THE REGIONAL WATER RECLAMATION FACILITY PROJECT AND CAPITAL BUDGET AUGMENTATION

STAFF RECOMMENDATION

Authorize the General Manager to award a contract for the construction of the Regional Water Reclamation Facility Project to J.F. Shea Construction, Inc., the lowest responsible bidder, in the amount of \$40,986,000.00 plus a 5% contingency of \$2,049,300.00 for a total of \$43,035,300.00, augment the capital improvement budget amount to \$51,200,000.00 for Job No. 11424, and to do all things necessary to complete the project.

SUMMARY

The Regional Water Reclamation Facility (RWRF) Project is a vital component in expanding the District's wastewater treatment capacity. The RWRF will construct a 1.5 million gallon per day Sequence Batch Reactor wastewater treatment plant, that will dispose the treated secondary effluent in on-site disposal ponds. The proposed RWRF project also includes an operations and administrative building that houses a solids processing area, chemical storage area, maintenance area, administrative area, electrical room, and blower room. The RWRF project is required to increase the District's total wastewater treatment capacity and alleviate a portion of existing wastewater flows going to the Horton Wastewater Treatment Plant.

ANALYSIS

Staff received and publicly opened five bids as described in greater detail on the attached Recommendation for Award Letter. In addition, said letter includes a full bid tabulation and bidder compliance summary. As described, the engineer's estimate of construction was \$34,000,000, compiled in late 2020. Leading up to that time and continuing through today, prices are considerably higher than anticipated due to supply chain issues, generally related to transportation and delivery constraints in the recent months. Based on discussions with several of the Bidders, the costs for various commodities including cement, pozzolan admixtures, PVC pipe, steel and ductile iron pipe were as much as twice the cost of 2019, before the pandemic in the US and globally. Recent pricing on other CIP projects nationally have been between 40% and 80% above the engineer's estimate, due to these problems.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

The current project budget was established in 2018 at \$28,000,000 to cover design and construction. As noted above, construction costs have continued to rise since then due to economic growth and impacts brought on by the pandemic. Based on actual cost for design, construction and administration, the project now has an estimated total cost of \$51,200,000.00. The District is currently slated to receive at least \$16,000,000.00 in grants toward the project through the State Water Board that will help alleviate the construction cost increase, and fund the remainder through a low interest loan.

ATTACHMENTS

Contract Agreement; Recommendation for Award Letter (with Bid Tabulation and Compliance Summary)

AGREEMENT

CONTRACT DIR: _____

THIS AGREEMENT, made this _____ day of _____, 2021, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and J.F.Shea Construction, Inc. doing business as _____*, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, it is agreed that:

1. The Contractor will commence and complete the construction of "**Regional Water Reclamation Facility**"
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on or before the date specified to commence Work in the Notice to Proceed and will complete the same within **Six Hundred Ninety (690) consecutive calendar days with substantial completion within Six Hundred (600) consecutive calendar days** unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor have discussed the provisions of Civil Code 1671 and the damages that may be incurred by Owner if the Work is not completed within the time specified in this Agreement. Owner and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage that will be incurred by Owner if the Work is not completed within the number of calendar days allowed. Accordingly, Owner and Contractor agree that the sum of \$1,000 per day is a reasonable sum to assess as damages to Owner by reason of the failure of Contractor to complete the Work within the time specified.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ **40,986,000.00** or as shown in the Bid Schedule; subject to additions and deductions, if any, in accordance with said documents.

* Insert "a corporation", "a partnership", or "an individual", as applicable.

Payment shall not be made more often than once each thirty (30) days. Final payment shall be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may upon written request, and at his sole expense after approval by the Board of Directors, deposit substitute securities referenced in Government Code Section 16430, or bank or savings and loan certificates of deposit, as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to ensure performance.

- 6. The term "Contract Documents" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid
 - d. Bid Bond
 - e. Federal Provisions
 - f. Agreement
 - g. Payment Bond
 - h. Contract Performance Bond
 - i. Notice of Award
 - j. Notice to Proceed
 - k. Change Orders
 - l. General Conditions
 - m. Supplemental General Conditions
 - n. Special Conditions and Detailed Technical Provisions and Standard Drawings and Details
 - o. Drawings prepared for Mission Springs Water District
 - p. Addenda:

- No. 1 , dated June 7 , 2021
- No. 2 , dated June 14 , 2021
- No. 3 , dated June 25 , 2021
- No. 4 , dated June 26 , 2021
- No. 5 , dated July 7 , 2021
- No. 6 , dated June 13 , 2021

- 7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR,

CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, POST OFFICE BOX 2600, SACRAMENTO, CALIFORNIA 95826.

9. Should any litigation or arbitration be commenced between the parties hereto concerning said project, any provision of this Contract, or the rights and obligations of either in relation thereto, the party, Owner or Contractor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, and costs.
10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determination at each job site.
11. This project is subject to the State of California "Prevailing Wage Rates". This project is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. All pertinent wage determinations shall be posted on the jobsite. If federal funding is included in the project, the higher of the State and Federal wage rates shall be used.

Pursuant to SB854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded by the District on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish Certified Payrolls and related records to the Agency's representative and shall also furnish electronic certified payroll records directly to the Labor Commissioner using the DLSE's online portal.

12. Any sub-tier Contracts resulting from this contract must contain the same contractual language as the original contract.
13. Contractor agrees to and shall indemnify and hold the Owner, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind, nature or sort, arising from death, personal injury, property damage or other cause asserted or based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement. As part hereto of the foregoing indemnity, Contractor agrees to protect and to defend at its own

expense, including attorneys' fees, Owner and City of Desert Hot Springs, their officers, agents and employees from any and all legal action based upon any negligent acts or omissions of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

MISSION SPRINGS WATER DISTRICT

By _____

Name _____
(Please Type)

Title _____

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

CONTRACTOR:

By _____

Name _____
(Please Type)

Address _____

Contractor's License No. _____

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
Secretary of the Corporation named as CONTRACTOR in the foregoing contract; that
_____, who signed said contract
on behalf of the CONTRACTOR was then _____ of said corporation;
and that said contract was duly signed for and in behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to _____, (hereinafter designated as the "Contractor"), a contract dated _____, for work described as follows: Construction of "**Regional Water Reclamation Facility**" (hereinafter referred to as the "Public Work Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in

successfully enforcing such obligation, all to be taxed as cash and included in any judgement rendered. In addition to the provisions hereinabove, it is agreed that this bond will insure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Whenever the Principal shall be declared by the Mission Springs Water District to be in default under the above agreement, the Surety shall promptly remedy the default or immediately pay the amount of the bond herein.

For the satisfactory completion of the Project and the Contract hereunder, the above obligations shall remain in full force and effect for a period of one (1) year after the completion of the Project and the acceptance thereof by the Mission Springs Water District, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements, and totally protect the Mission Springs Water District from loss or damage made evident, resulting from, and/or caused by defective materials or faulty workmanship, the Surety shall promptly remedy the default or immediately pay the amount of the bond herein. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.-VII or as otherwise approved by the District.

No final settlement between the District and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 20__.

PRINCIPAL:

By _____

SURETY:

(Seal)

By _____

Attorney-in-Fact

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOWN ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Mission Springs Water District, a County Water District (sometimes referred to hereinafter as "District") as Obligee hereunder, has awarded to _____, (hereinafter designated as the "Contractor"), a contract for the work described as follows:

Construction of "**Regional Water Reclamation Facility**" (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of

_____ Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one (1) year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the District in successfully enforcing such obligation, all to be taxed as cash and included in any judgment rendered.

The said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Bond to be placed with insurers with a current A.M. Best's rating of no less than A.-V11 or as otherwise approved by the District.

No final settlement between the District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 20__.

PRINCIPAL:

By _____

SURETY:

(Seal)

By _____

Attorney-in-Fact

The rate of premium on this bond is ____ per thousand.

The total amount of premium charged, \$_____. (The above must be filled in by corporate surety.)

WARRANTY STATEMENT

The Contractor shall be responsible for guaranteeing all workmanship and materials for a maximum of twelve (12) months after completion of the work. The Contractor's Performance Bond and Labor and Materials Bond shall be valid and remain in force for a maximum period of twelve (12) months after completion of the work. Should the Contractor's work fail to conform to the conditions of the contract, as revealed by the Warranty Inspection, which will be conducted between eleven and twelve months after the completion of work, a new Performance Bond, Labor and Materials Bond and Warranty shall be issued by the Contractor and his representatives for all remedial work required at the time.

The Contractor in signing this, acknowledges the provisions of the above statement and hereby certifies complete compliance with the General Conditions as applied to warranties.

Firm _____

By _____

Title _____

Contractor License No. _____

Date _____

CERTIFICATES OF INSURANCE
AND ENDORSEMENT

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by the Owner. The required insurance shall be provided by the Contractor in conformance with the requirements of Section 2.21 of the General Conditions of these Contract Documents and includes the following:

- Worker's Compensation Insurance
- Commercial General Liability Insurance
- Automobile Liability Insurance
- Builders' Risk "All Risk" Insurance
- Employer's Liability Insurance

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California, as evidenced by a listing in the official publication of the Department of Insurance of the State of California, and to issue policies in the amounts required in said Section 2.21 of the General Conditions of these Contract Documents.

No substitutions or revisions to the certificates and endorsements, which follow, will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.-VII or as otherwise approved by the District.

The Certificates of Insurance supplied to the Contractor shall name the Mission Springs Water District its officers, employees, agents and independent contractors as "additional insured" and shall specify that the Mission Springs Water District be given forty-five (45) days prior written notice of any modification, decrease, or termination of the Contractor's insurance coverage. Such insurance shall be subject to approval by the Mission Springs Water District.

CERTIFICATE OF INSURANCE

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **WORKER'S COMPENSATION INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Worker's Compensation Insurance Laws of the State of California.

EFFECTIVE: _____

Named Insured

Insurance Company

Address

Address

City, State, Zip

City, State, Zip

Insurance Company Agent for service
of process in California

By _____
(Authorized Representative)
(Attach Acknowledgment)

(Name)

(Company)

(Street Number)

(Street Number)

(City, State, Zip)

(City, State, Zip)

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **COMMERCIAL GENERAL LIABILITY INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability Bodily Injury</u>	<u>Property Damage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following types of coverage are included in this policy (indicated by "X" in space):

- Manufacturers' and Contractors' Yes ___ No ___
- Owners' and Contractors' Protective Yes ___ No ___
- Blanket Contractual Yes ___ No ___
- Completed Operations Yes ___ No ___
- Owned Automobiles Yes ___ No ___
- Hired Automobiles Yes ___ No ___
- Non-Owned Automobiles Yes ___ No ___
- Broad Form Property Damage Yes ___ No ___
- "XCU" Exposure Yes ___ No ___

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: _____

Named Insured

Insurance Company

Address

Address

City, State, Zip

City, State, Zip

Insurance Company Agent for service
of process in California

By _____
(Authorized Representative)
(Attach Acknowledgment)

(Name)

(Company)

(Address)

(Address)

(City, State, Zip)

City, State, Zip

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **AUTOMOBILE LIABILITY INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: _____

Named Insured

Insurance Company

Address

Address

City, State, Zip

City, State, Zip

Insurance Company Agent for service
of process in California

By _____
(Authorized Representative)
(Attach Acknowledgment)

(Name)

(Company)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **BUILDERS' RISK "ALL RISK" INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: _____

Named Insured

Insurance Company

Address

Address

City, State, Zip

City, State, Zip

Insurance Company Agent for service
of process in California

By _____
(Authorized Representative)
(Attach Acknowledgment)

(Name)

(Company)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

CERTIFICATE OF INSURANCE
AND ENDORSEMENT

OWNER: MISSION SPRINGS WATER DISTRICT

DESCRIPTION
OF CONTRACT: **Regional Water Reclamation Facility**

TYPE OF INSURANCE: **EMPLOYER'S LIABILITY INSURANCE**

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Owner's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ENDORSEMENT:

The Owner, the Owner's Representative, and each of their officers, agents, and employees are included as additional named insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

EFFECTIVE: _____

Named Insured

Insurance Company

Address

Address

City, State, Zip

City, State, Zip

Insurance Company Agent for service
of process in California

By _____
(Authorized Representative)
(Attach Acknowledgment)

(Name)

(Company)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate and endorsement will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____, 20___, before me, the undersigned notary public, personally appeared _____, personally known to me OR _ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Commission expires _____

(SEAL)

CAPACITY CLAIMED BY SIGNER:

- _ Individual(s)
- _ Corporate _____
- _ Officer(s) _____
- _ Partner(s)
- _ Attorney-in-Fact
- _ Trustee(s)
- _ Subscribing Witness
- _ Guardian/Conservator
- _ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

September 13, 2021

Mr. Steve Ledbetter, PE
Vice President
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Subject: Mission Springs Water District
Project 17-002-S Regional Water Reclamation Facility
Recommendation for Award

Dear Mr. Ledbetter:

AECOM has completed its review of the bid proposals for the Regional Water Reclamation Facility, Project 17-002-S. The following is a summary of our review and recommendation for award.

Bid Proposals were received from five general contractors on July 22, 2021. All bidders completed the appropriate forms, provided bid bonds, acknowledged addenda, and submitted the required experience questionnaires for themselves and their subcontractors. There were no irregularities found in the bids.

The bids received were as follows:

Contractor	Bid Proposal
J.F. Shea Construction, Inc	\$40,986,000
Flatiron West, Inc.	\$44,900,000
W M Lyles Construction Company	\$46,435,000
Shimmick Construction Company	\$49,985,000
Kiewit Infrastructure West, Inc.	\$50,801,000

The Engineer's estimate was \$34,000,000, compiled in late 2020. Prices were considerably higher than anticipated due to supply chain issues, generally related to transportation and delivery constraints in the recent months. We understand from our estimators and discussions with several of the Bidders that costs for various commodities including cement, pozzolan admixtures, PVC pipe, steel and ductile iron pipe were as much as twice the cost of 2019, before the pandemic in the US and globally. Recent pricing on AECOM projects nationally have been 40% to 80% above the engineer's estimate, due to these problems.

A detailed Bid Tabulation is enclosed. The three lowest bids were within 13 percent of each other. Yet all bids were above the Engineer's estimate. The lowest bidder, J.F Shea Construction, Inc., was 20 percent (\$7 million) above the Engineer's estimate. The bid tabulation shows a wide variability of pricing among the Bidders for some items, but the bid items were not unbalanced for any of the

Bidders. For the major facility Items 4 through 9, the totals for all bidders were within 12 percent of each other. The biggest factor in price increases was apparently concrete construction costs, which were well above the average values of recent years, and is reflected in the individual bid items. Equipment costs were relatively stable. Bid Item 14 is an allowance for Site Security, which was fixed for all Bidders.

Bid Forms Compliance

The attached Table 2 is a summary of the compliance of each Bidder to the requirements of the Bid Documents. There were no irregularities noted in any of the Bid Proposal Documents. All firms completed acknowledged the six addenda, provided a Bid Bond and signed all the required documents. Each submitted the required Bid Forms and schedules. Several submitted DBE Compliance forms within 5 days after the Bid Date, which was acceptable. In general, all provided adequate information on qualifications of the firm and their proposed personnel. The personnel offered by Kiewit Infrastructure did not have appropriate experience and were deemed not adequate for the work proposed.

Table 2 also lists the manufacturers and suppliers proposed by each of the Bidders. All Bidders were compliant with the requirements of Schedule C. Three suppliers were preselected and provided pre-negotiated prices in June. All Bidders were required to use these vendors and prices in their Bid Proposal.

Hydro International – Grit Removal	\$378,030.00
BDP Industries – Belt Filter Press	\$439,000.00
Serpentix – Conveyors	\$253,965.00

The vendors provided pricing for 90 days from the date of their offers, in June. Two of the suppliers have agreed to hold their prices through October. One has requested a slight increase to extend its offer past September.

A fourth vendor, Schneider Electric – PLC Systems, was specified as sole source during the Bid Period.

Qualifications Review

All five Bidders are well-qualified and have worked on similar projects in California. AECOM contacted references provided by the three low bidders, J.F. Shea, Flatiron West and WM Lyles. All are highly recommended by the clients listed. They were all able to provide good quality work within the project schedules, were cooperative and responsive during construction and warranty period of construction, had a good safety record, and the clients would use them again. AECOM and its staff have worked with all three contractors on recent municipal projects and have found them competent and responsive.

J.F. Shea Construction, Inc.

J. F. Shea Construction, Inc. is a general contractor in construction of water and wastewater infrastructure for more than 24 years. They have a bonding capacity of \$750 million and have worked

on projects as large as \$592 million. The largest wastewater treatment project they completed was the new Headworks facility at Orange County Sanitation District's Plant 2, at \$199 million. That was a very complex facility with new screening, grit removal, influent pumping and major odor control system. J.F. Shea has done more water treatment projects than wastewater treatment facilities, but the work on the water treatment plants is at least as complex as that of the proposed Regional Water Reclamation Facility.

J.F. Shea's proposed project manager has been with J.F. Shea since 1999 and has managed projects as large as \$570 million. Their proposed superintendent also has more than 28 years' experience and has been with J.F. Shea since 2003.

Flatiron West, Inc.

Flatiron West, inc. is a general contractor in construction of transportation facilities and water/wastewater facilities throughout California and western United States. They have a bonding capacity of \$1 billion. They have substantial experience in wastewater treatment projects, including a current upgrade of the Elsinore Water Reclamation Facility in Lake Elsinore. They constructed the ECHO Water Nutrient Sidestream Treatment (NST) facility designed by AECOM, and are currently constructing the Morena Pumping Station in San Diego, an AECOM project.

Flatiron proposes a project manager with more than 33 years' experience, with emphasis on water and wastewater treatment projects. Their superintendent has been with Flatiron for more than 5 years and has managed projects as large as \$57 million. Their proposed superintendent has more than 44 years' experience. He is a recent hire for Flatiron but was superintendent with Balfour Beatty Infrastructure on major treatment projects with Contract values up to \$150 million.

W M Lyles Construction

W.M Lyles is a general contractor that specializes in water and wastewater treatment projects throughout California. They have a bonding capacity of \$1.5 billion. They have been in operation for more than 75 years in California. They have substantial recent and current experience in water reclamation facility construction, including the 1.65 mgd High Desert MBR treatment plant for the Hi-Desert Water District. AECOM has worked with Lyles on more than 5 projects in the past 5 years, including a current design/build project for a major advanced water reclamation facility for the Padre Dam Water District.

W M Lyles proposes a project manager with more than 15 years' experience in managing large water and wastewater treatment facility projects, ranging up to \$100 million. Their proposed superintendent has more than 40 years' experience, with representative projects in wastewater treatment up to \$330 million.

Summary

All of the Bidders were responsive and all are responsible contractors with good reputations for the proposed work. AECOM recommends award of this project to J.F. Shea, Inc. in the amount of \$40,986,000, as the lowest responsive, responsible bidder. Please contact me if you require additional information.

Steve Ledbetter, PE
September 13, 2021
Page 4

Item 11.

The Bidders are required to hold their bid prices for 90 days, to October 22, 2021. Please advise if there will be any delay of award. We can follow up with the Contractors to ask them to extend their proposals past that date.

Yours very truly,
AECOM TECHNICAL SERVICES, INC.



Nicholas B. Cooper
Project Manager

Cc: Alex Franchi, P.E.

Table 1. Bid Tabulation

Item 11.

Mission Springs Water District
 Bid Results for MSWD Regional Water Reclamation Facility - Project 17-002-S
 Bid Date: July 22, 2021 2:00 PM (PDT)

Item Number	Description	Unit of Measure	J.F. Shea Construction, Inc.	Flatiron West, Inc.	WM Lyles Co	Shimmick Construction Company, Inc.	Kiewit Infrastructure West Co.	Engineer's Estimate
1	Mobilization & Demobilization	LS	\$ 1,500,000	\$ 2,200,000	\$ 2,000,000	\$ 2,490,000	\$ 2,000,000	\$ 1,500,000
2	SWPP, BMP, and Monitoring	LS	\$ 355,000	\$ 450,000	\$ 450,000	\$ 750,000	\$ 300,000	\$ 350,000
3	Mass Excavation and Grading	LS	\$ 1,838,000	\$ 5,000,000	\$ 1,000,000	\$ 3,500,000	\$ 4,700,000	\$ 3,000,000
4	Influent Pump Station and Headworks Structure	LS	\$ 4,409,000	\$ 8,000,000	\$ 4,200,000	\$ 5,100,000	\$ 2,200,000	\$ 2,000,000
5	Sequencing Batch Reactor Structure	LS	\$ 11,694,000	\$ 15,300,000	\$ 12,500,000	\$ 10,245,000	\$ 19,001,000	\$ 9,500,000
6	Aerated Sludge Storage and Plant Drain Pump Station	LS	\$ 3,907,000	\$ 3,000,000	\$ 3,300,000	\$ 6,100,000	\$ 4,800,000	\$ 1,800,000
7	Effluent Structures	LS	\$ 900,000	\$ 500,000	\$ 900,000	\$ 1,750,000	\$ 900,000	\$ 600,000
8	Dewatering Facilities	LS	\$ 1,722,000	\$ 2,000,000	\$ 1,200,000	\$ 1,750,000	\$ 1,500,000	\$ 1,600,000
9	Administration Building	LS	\$ 8,149,000	\$ 4,000,000	\$ 7,900,000	\$ 8,600,000	\$ 4,100,000	\$ 4,000,000
10	Outside Piping	LS	\$ 1,652,000	\$ 1,000,000	\$ 2,500,000	\$ 2,500,000	\$ 1,500,000	\$ 2,000,000
11	Site Grading, Paving and Fencing	LS	\$ 2,945,000	\$ 1,500,000	\$ 3,450,000	\$ 4,150,000	\$ 2,700,000	\$ 2,500,000
12	Electrical and Instrumentation	LS	\$ 1,270,000	\$ 1,500,000	\$ 6,485,000	\$ 2,250,000	\$ 6,500,000	\$ 4,500,000
13	Commissioning and Closeout Requirements	LS	\$ 245,000	\$ 50,000	\$ 150,000	\$ 400,000	\$ 200,000	\$ 250,000
14	Site Security System	ALLOWANCE	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
	TOTAL		\$ 40,986,000	\$ 44,900,000	\$ 46,435,000	\$ 49,985,000	\$ 50,801,000	\$ 34,000,000

Table 2. Bid Forms Compliance

Item 11.

Description	J.F. Shea Construction, Inc.	Flatiron West, Inc.	WM Lyles Co	Shimmick Construction Company, Inc.	Kiewit Infrastructure West Co.
Bid Proposal Signed	Yes	Yes	Yes	Yes	Yes
Bid Bond - 10 Percent of Bid	Yes	Yes	Yes	Yes	Yes
Acknowledge Addenda	Yes	Yes	Yes	Yes	Yes
Labor Code Certification - Signed	Yes	Yes	Yes	Yes	Yes
Certificate of Non-discrimination - Signed	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit - Signed	Yes	Yes	Yes	Yes	Yes
Contractor's License Statement - Signed	Yes	Yes	Yes	Yes	Yes
Public Contract Code 10162 Questionnaire - Signed	Yes	Yes	Yes	Yes	Yes
Schedule A - Contractor's Qualifications					
Project Manager's Experience	Accept	Accept	Accept	Accept	Not Adequate
Superintendent's Experience	Accept	Accept	Accept	Accept	Not Adequate
Company Experience - Similar Projects	Accept	Accept	Accept	Accept	Accept
References	Accept	Accept	Accept	Accept	Accept
Claims History	Accept	Accept	Accept	Accept	Accept
Financial Statement - 3 years	Accept	Accept	Accept	Accept	Accept
Schedule B - Subcontractors (0.5% or greater)					
	Accept	Accept	Accept	Accept	Accept
Schedule C - Manufacturers and Suppliers					
1. Submersible Mixers	Wilco EMU	Wilco EMU	Wilco EMU	Wilco EMU	Wilco EMU
2. Vertical Turbine Pumps	Flowserve	Flowserve	Flowserve	Flowserve	Goulds
4. Recessed Impeller Pumps	Wemco	Wemco	Wemco	Egger	Wemco
5. Submersible Non-Clog Sewage Pumps	Flygt	Wilco EMU	Wilco EMU	KSB	Wilco EMU
6. Hydraulic Diaphragm Metering Pumps	Grundfos	Grundfos	Grundfos	Milton Roy	Grundfos
7. Peristaltic Metering Pumps	Watson-Marlow	Blue-White	Watson-Marlow	Watson-Marlow	Watson-Marlow
8. Multi-Rake Bar Screens	Vulcan	Kusters	Kusters	JWC	Headworks, Inc.
9. Grit Removal Systems	Hydro International	Hydro International	Hydro International	Hydro International	Hydro International
10. Screenings Wash Press	Vulcan	Kusters	Kusters	JWC	Headworks, Inc.
11. Belt Filter Press System	BDP Industries	BDP Industries	BDP Industries	BDP Industries	BDP Industries
12. Odor Control System	ECS Environmental	ECS Environmental	ECS Environmental	ECS Environmental	ECS Environmental

Table 2. Bid Forms Compliance

Item 11.

Description	J.F. Shea Construction, Inc.	Flatiron West, Inc.	WM Lyles Co	Shimmick Construction Company, Inc.	Kiewit Infrastructure West Co.
13. Rotary Positive Displacement Blowers	Universal Blower	Aerzen	Aerzen	Aerzen	Aerzen
14. Rotary Screw Compressors	Aerzen	Aerzen	Aerzen	Aerzen	Aerzen
15. Sequencing Batch Reactors	Alfa Laval	Alfa Laval	Alfa Laval	Alfa Laval	Alfa Laval
16. PLC System ¹	Schneider	Schneider	Schneider	Schneider	Schneider
17. Shaftless Screw Conveyor	Vulcan	Kusters	Kusters	JWC	Headworks, Inc.
18. Belt Conveyor and Sludge Distributor Conveyor	Serpentix	Serpentix	Serpentix	Serpentix	Serpentix
19. Aluminum Slide Gates	Golden Harvest	Whipps	Golden Harvest	Rodney-Hunt	Hydro-Gate
20. Air Flow Control Valves	Egger	Egger	Egger	Egger	Egger
21. Electric Motor Operators	Rotork	Rotork	Rotork	Rotork	AUMA
22. Variable Frequency Motor Controllers	ABB Drives	ABB Drives	ABB Drives	Allen Bradley	Allen Bradley
23. Motor Control Centers	General Electric	General Electric	General Electric	Eaton	Eaton
Schedule D.1 Davis-Bacon Wages - Signed	Yes	Yes	Yes	Yes	Yes
Schedule E - DBE Compliance Forms ²	Submitted ²	Submitted ²	Yes	Not complete with Bid	Yes
Public Works Contractor Registration Certification	Yes	Yes	Yes	Yes	Yes
¹ Schneider PLCs required - Addendum 3					
² DBE Compliance Forms can be submitted within 5 working days					

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING
 MEETING: OCTOBER 18, 2021
 DATE(S):
 FROM: LEGAL COUNSEL



FOR: (mark X after choice) ACTION DIRECTION INFORMATION

INFORMATIONAL PRESENTATION ON PROCESS FOR ADJUSTMENT OF DIVISION BOUNDARIES FOLLOWING RELEASE OF 2020 CENSUS INFORMATION

RECOMMENDATION

Every ten years, agencies with by-district election systems must use new census data to review and, if needed, redraw electoral division lines to reflect how local populations have changed. This process, called redistricting, ensures all divisions comply with both the California and federal Voting Rights Acts. The purpose of this report is to provide background on the redistricting process and summarize the requirements under Federal and State laws. Also, additional budget resources will be needed to engage a demographer.

BACKGROUND

Until the November 3, 2020 election, MSWD's Board were elected at-large. MSWD migrated to division elections to preempt any possible threat of litigation. In 2019, MSWD began the transition from at-large to by-district elections. The Board enlisted the services of a demographer, Compass Demographics, Inc., to assist in drawing up such a map.

On June 24, 2020, MSWD adopted Ordinance No. 2020-2, establishing the election of members of the Board of Directors by five divisions, establishing the boundaries and identification number of each division, and establishing the election order of each division. The Adoption of the Ordinance was the final step in the transition to by-division elections as per the California Voting Rights Act ("CVRA") process. The Board voted unanimously to adopt a final map splitting the MSWD service boundary into five (5) divisions.

Once MSWD transitioned to district elections, state law requires the Board to examine and, if necessary, adjust the Board district boundaries every 10 years following the U.S. Census to ensure compliance with the CVRA. Additionally, a new map will need to be adopted following the release of 2020 census data.

The California Voting Rights Act

The CVRA was enacted to implement the California constitutional guarantees of equal protection and the right to vote. The purpose of the CVRA is to prevent an at-large election system from diluting minority voting power and impairing underrepresented groups from influencing the outcome of a race. While modeled after the federal Voting Rights Act of 1965 ("FVRA"),¹ the CVRA lowers the threshold required to establish a voting rights violation. The CVRA made fundamental changes to voting rights in California,

¹ 52 USC § 10301, *et seq.*

making it easier for plaintiffs in California to challenge at-large voting systems which can dilute the voting power of underrepresented groups.

California Fair Maps Act

California's Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act, enacted in 2020, increases transparency and public accountability in redistricting. While it only specifically applies to cities and counties in California, the FAIR MAPS Act codifies traditional redistricting best practices that should be utilized by all local governmental agencies in California, whenever possible.

District boundary criteria

Certain Federal required criteria must be observed when re-drawing districts:

- Each special district shall contain a nearly equal population;
- A districting plan shall be drawn in a manner that complies with the Federal Voting Rights Act and the Equal Protection Clause of the U.S. Constitution; and
- Board districts shall not be drawn with race as the predominate factor.²

Additionally, when adjusting the boundaries of the divisions, the Board may give consideration to the following factors:

- Topography;
- Geography;
- Cohesiveness, contiguity, integrity, and compactness of the territory; and
- Community of Interests of the division.³

Public hearing

Prior to considering specific maps adjusting division boundaries, MSWD must conduct at least one public hearing to receive testimony and comments from its Board members and the public. Following this hearing, MSWD's redistricting consultant will prepare draft maps reflecting the 2020 census data and considering any comments received. A second public hearing will need to be scheduled to consider the proposed division boundary adjustments and adoption of revised boundary maps.

There are no formal public outreach requirements for special district redistricting (other than the public hearing requirement). However, they are encouraged to conduct a transparent redistricting process that invites public input and testimony.

Deadline

MSWD must complete the current redistricting process by April 17, 2022. SB 594, enacted last month, established this date which consolidated the redistricting deadline for all municipalities and most special districts onto a single date. Previous to SB 594, the deadline for special districts was May 12, 2022 (180 days before the November 8, 2022 general election). However, certain types of districts had deadlines as early as November 1, 2021, and with the delay of census data from the U.S. Census

² *Shaw v. Reno*, 509 U.S. 630 (1993).

³ Ca Election Code § 22000.

Bureau as a result of the COVID-19 pandemic, that deadline was impossible to meet. To accommodate those districts, and at the request of county Registrar of Voters statewide, the deadline for special districts was moved up 25 days to April 17th, while the November 1st deadline was extended to April 17th.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it is an organizational structure change that will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

There is no fiscal impact associated with this report. However, redistricting will require MSWD to retain the services of a demographer. The Board approved such service with Compass Demographics, Inc. for its 2020 formation. The cost of services should be no more than \$20,000. Additionally, the Board will incur costs associated with communications efforts for the process such as printing, advertisements, etc.

ATTACHMENT

None



BOARD OF DIRECTORS SPECIAL MEETING (WORKSHOP) MINUTES

Thursday, July 01, 2021 at 3:00 PM
Via Teleconference – No Live Attendance

CALL TO ORDER

President Wright called the meeting to order at 3:00 PM

ROLL CALL

BOARD MEMBERS PRESENT: President Nancy Wright, Director Randy Duncan, Director Steve Grasha
Vice President Russ Martin, Director Ivan Sewell

STAFF MEMBERS PRESENT: Llort, Wallum, Macy, Friend, Scott, Ceja, Lucas, Hoffert, Santos, Petee

PUBLIC INPUT

Philip Bettencourt addressed the Board regarding the proposed project on Worsley Road.

ITEMS FOR DISCUSSION/DIRECTION

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION TERM 2022-2024 SOUTHERN NETWORKSEAT A BOARD ELECTION

The Board discussed and directed the General Manager (voting delegate) to place a vote for one (1) candidate for one (1) open seat on the CSDA Board of Directors, Southern Network, Seat A

The Board directed the General Manager to place a vote for Jo MacKenzie.

PROFESSIONAL SERVICES CONTRACT WITH GALLAGHER BENEFIT SERVICES, INC. FOR THE 2021 JOB CLASSIFICATION AND COMPENSATION STUDY

Introduction of Gallagher Benefit Services to the Board of Directors, definition of services and field questions from the Board of Directors.

Consultants from Gallagher Benefit Services/ Koff and Associates, presented to the Board regarding the 2021 Job Classification and Compensation Study. Oriana Hoffert noted the goal of the study is to keep the board updated on the status of the study and answer any questions they may have along the way. She briefly explained the process of retaining the firm to complete this study.

Representatives from Koff and Associates presented to the Board. They gave a company background and elaborated on the process involved with a classification and compensation study.

ITEMS FOR ACTION

PROFESSIONAL SERVICES CONTRACT WITH RUHNAU CLARKE ARCHITECTS FOR THE DESIGN OF THE CRITICAL SERVICES CENTER/ADMINISTRATION BUILDING

The Board authorized the General Manager to execute a contract for a not to exceed amount of \$1,072,200.00 with Ruhanu Clarke Architects for the design of the Critical Services Center/Administration Building.

Asst. General Manager explained the request for qualifications process and introduced representatives of Ruhnau Clarke who presented to the Board.

Motion made by Director Sewell, Seconded by Vice President Martin.

Voting Yea: President Wright, Director Duncan, Vice President Martin, Director Sewell

Voting Nay: Director Grasha

GENERAL MANAGER'S COMMENTS

General Manager Wallum wished the Board a Happy 4th of July.

DIRECTORS' COMMENTS

Vice President Martin announced the City's firework Celebration on Friday July 2nd.

Director Sewell thanked the staff for today's presentations.

Director Duncan echoed Director Sewell's comments. He added that he feels it's time to reopen the lobby.

Director Grasha noted the GM has handled the Districts closures perfectly and agrees that the closures should remain for a while longer.

President Wright commented on the grand opening of the new DHS Library. She added a comment on the state budget for pandemic relief. Lastly, she noted she received the CCR (Consumer Confidence Report).

ADJOURN

President Wright adjourned the meeting at 4:16 PM

Respectfully,

Arden Wallum
Secretary of the Board of Directors



BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, September 16, 2021 at 3:00 PM
Via Teleconference – No Live Attendance

CALL TO ORDER

Vice President Martin called the meeting to order at 3:00 P.M.

ROLL CALL

BOARD MEMBERS PRESENT: Vice President Russ Martin, Director Randy Duncan, Director Steve Grasha, Director Ivan Sewell

BOARD MEMBER(S) ABSENT: President Nancy Wright
(Vice President Martin noted President Wright's absence is excused)

RULES OF PROCEDURE

Rules of Procedure were ready by General Counsel, John Pinkney.

First all noticed meetings are conducted using Rosenberg's Rules of Order as procedural guidance. Directors should refrain from responding directly to public comment at meetings of the Board. The President of the Board presides at all meetings and decides all points of order and procedure during meetings. The President is responsible for maintenance and decorum at all Board meetings. No persons shall be allowed to speak who is not first been recognized by the President. All questions and remarks should be addressed to the President as the presiding officer. No member of the Board should speak more than once upon any one subject until every other member on the Board, wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings the Board President regulates the amount of time to be dedicated to a particular agenda item."

PUBLIC INPUT

Pamela Edmonson commented the MSWD website isn't very accessible to the blind. Secondly, she asked about the new and upcoming Customer Portal. Vice President Martin noted staff would reach out to address her issues.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT

Mr. Wallum noted one milestone anniversary, this will be officially recognized on Monday.

ACTION ITEMS

ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 9 ELECTION

At the Boards discretion, either concur with the Region 9 Nominating Committee's recommended slate

of offices, or concur on individual candidates for Chair, Vice Chair, and five (5) Board Members, and direct the Board President to submit the Ballot.

Director Duncan noted Patrick O’Dowd has asked for the support of the MSWD Board. There was some confusion as to in what capacity he was asking for support. Director Grasha expressed his opposition against one of the candidates.

RESOLUTION 2021-14 - CERTIFICATION AND ADOPTION OF THE FINAL INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE VISTA RESERVOIR NO. 2 PROJECT

It is recommended that the Board adopt Resolution 2021-14 certifying and adopting the Final Initial Study and Mitigated Negative Declaration for the Vista Reservoir No. 2 Project, and adopt the Mitigation Monitoring and Reporting Program (MMRP), and authorize the General Manager to sign and file a Notice of Determination (NOD) with the County of Riverside within five days of the Board meeting.

Report given by Steve Ledbetter of TKE Engineering. Mission Springs Water District (MSWD), as the Lead Agency pursuant to California Environmental Quality Act (CEQA), is proposing to develop a second reservoir at the existing Vista Reservoir site. MSWD’s decision to implement the project is a discretionary decision which qualifies as a “project” under CEQA. Based on the information in the project IS, MSWD determined that a MND was the appropriate environmental determination for this project to comply with CEQA.

RESOLUTION 2021-15 - CERTIFICATION AND ADOPTION OF THE FINAL INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE GROUNDWATER QUALITY PROTECTION PROGRAM (GQPP) FOR AREAS H AND I SEWER IMPROVEMENT PROJECT

It is recommended the Board adopt Resolution 2021-15, certifying and adopting the Final Initial Study and Mitigated Negative Declaration for the Areas H and I Sewer Improvement Project, adopt the Mitigation Monitoring and Reporting Program (MMRP), and authorize the General Manager to sign and file a Notice of Determination (NOD) with the County of Riverside within five days of the Board meeting.

Report given by Steve Ledbetter of TKE Engineering. Mission Springs Water District (MSWD), as the Lead Agency pursuant to California Environmental Quality Act (CEQA), is proposing to construct 30,000 lineal feet of new sewer pipeline. This project pertains to Sub Areas H and I and would install the pipeline required to connect 678 parcels to the MSWD sewer system and abate over 468 on-site septic systems. MSWD’s decision to implement the project is a discretionary decision which qualifies as a “project” under CEQA. Based on the information in the project IS, MSWD determined that a MND was the appropriate environmental determination for this project to comply with CEQA.

ACCEPTANCE OF THE NORTH INDIAN CANYON SEWER PROJECT

It is recommended the Board accept the North Indian Canyon Sewer Project as complete and authorize the release of retention money held for Downing Construction, Inc. in the amount of 5% of the approved contract amount, thirty-five days after filing the Notice of Completion (NOC).

Mr. Wallum noted this project was completed prior to the Riverside County Widening Project Phase 2. Constructing our sewer project ahead of the widening project allowed the District to save costs on removing and replacing the future asphalt being installed over the location of our Project. This project

was inspected with contract inspection and was determined to be complete by District staff on May 8, 2021. All progress payment invoices were authorized for payment to the contractor as recommended by our construction management consultant. The NOC will be recorded at the County of Riverside Recorder's Office following Board acceptance.

DISCUSSION ITEMS

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE

This update will be provided on Monday.

MSWD REGIONAL WATER RECLAMATION FACILITY UPDATE

Steve Ledbetter of TKE Engineering noted the District received five bids on this project ranging in price \$40.9 million to \$50.8 million. Staff is reviewing bid reviews from the consultant AECOM recommending the District move forward with award to the low bidder.

GROUNDWATER SUSTAINABILITY PLAN UPDATE

Mission Creek Subbasin and San Gorgonio Pass Subbasin

Update will be given by Steve Ledbetter of TKE Engineering on Monday when President Wright is in attendance.

CONSENT AGENDA

Consent agenda items are expected to be routine and non-controversial, to be acted upon by the Board at one time, without discussion. If a member would like an item to be handled separately, it will be removed from the Consent Agenda for separate action.

APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

Study Session - July 15, 2021

Board Meeting - July 19, 2021

Special Meeting - August 16, 2021

REGISTER OF DEMANDS

The register of demands (JULY) totaling \$ 2,634,687.73

The register of demands (AUGUST) totaling \$ 1,939,972.47

BOARD COMPENSATION

It is recommended to authorize Board compensation for the following:

Participation in the Palm Springs Unified School District Legislative Breakfast – October 8, 2021

CORRESPONDENCE

THANK YOU LETTER - GERALD MCKENNA

DIRECTOR'S REPORTS

UPCOMING EVENTS & DIRECTOR REPORTS

Director Sewell reported he attended the following event: 8/30-9/2 CSDA Conference.

REPORTS

GENERAL MANAGER'S REPORT

Due to technical problems, the financial report will be given on Monday.

DISTRICT COUNSEL COMMENTS

Mr. Pinkney gave a brief update on the mediation for MSWD v. Master Meter. Mediations are confidential, closed session will be scheduled to update the Board. Hearing to set trial date for the MSWD v. DWA is scheduled for September 24, 2021. No update for the Class Action case at this time.

DIRECTOR COMMENTS

Director Grasha mentioned DWA's 60th Anniversary celebration via Zoom.

Vice President Martin noted a DHS City Council meeting where Councilmember Jan Pye experienced a medical emergency, he gave a brief update and wished her well.

ADJOURN

With no further action, Vice President Martin adjourned the meeting at 3:37 P.M.

Respectfully,

Arden Wallum
Secretary of the Board of Directors



BOARD OF DIRECTORS REGULAR MEETING MINUTES

Monday, September 20, 2021 at 3:00 PM
Via Teleconference – No Live Attendance

CALL TO ORDER

President Wright called the meeting to order at 3:00 PM.

PLEDGE OF ALLEGIANCE

Special recognition was given to the 13 soldiers that died on August 26, 2021, in Kabul.

ROLL CALL

BOARD MEMBERS PRESENT: President Nancy Wright, Vice President Russ Martin, Director Randy Duncan, Director Steve Grasha, Director Ivan Sewell

STAFF MEMBERS PRESENT: Lucas, Ceja, Scott, Petee, Wallum, Macy, Friend, Alzammar

RULES OF PROCEDURE

Rules of Procedure were ready by General Counsel, John Pinkney.

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PUBLIC INPUT

No public input

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT

The Board acknowledged the following employees:

ANNIVERSARIES (July 1-31): Lee Boyer Chief Plant Operator 21 Years; Jesus Gonzalez Field Service Representative I 17 Years; Arden Wallum General Manager 16 Years; Greg Chapman Wastewater Treatment Operator II 15 Years; Claudia Lopez Accounting Technician 1 Year

NEW HIRES (August 1-31) Jason Martinez Field Operations Technician I

ANNIVERSARIES (August 1-31) Joe Hernandez Field Service Representative II 14 Years,

Shane Wienecke Wastewater Treatment Operator II 15 Years

ACTION ITEMS

ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 9 ELECTION

The Board concurred with the Region 9 Nominating Committee's recommended slate of offices and directed the Board President to submit the Ballot.

Motion made by Director Sewell, Seconded by Vice President Martin.

Voting Yea: President Wright, Vice President Martin, Director Duncan, Director Sewell

Voting Nay: Director Grasha

RESOLUTION 2021-14 - CERTIFICATION AND ADOPTION OF THE FINAL INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE VISTA RESERVOIR NO. 2 PROJECT

The Board adopted Resolution 2021-14 certifying and adopting the Final Initial Study and Mitigated Negative Declaration for the Vista Reservoir No. 2 Project, and adopted the Mitigation Monitoring and Reporting Program (MMRP), and authorized the General Manager to sign and file a Notice of Determination (NOD) with the County of Riverside within five days of the Board meeting.

Motion made by Vice President Martin, Seconded by Director Duncan.

Voting Yea: President Wright, Vice President Martin, Director Duncan, Director Grasha, Director Sewell

RESOLUTION 2021-15 - CERTIFICATION AND ADOPTION OF THE FINAL INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE GROUNDWATER QUALITY PROTECTION PROGRAM (GQPP) FOR AREAS H AND I SEWER IMPROVEMENT PROJECT

The Board adopted Resolution 2021-15, certifying and adopting the Final Initial Study and Mitigated Negative Declaration for the Areas H and I Sewer Improvement Project, adopted the Mitigation Monitoring and Reporting Program (MMRP), and authorized the General Manager to sign and file a Notice of Determination (NOD) with the County of Riverside within five days of the Board meeting.

Motion made by Director Duncan, Seconded by Vice President Martin.

Voting Yea: President Wright, Vice President Martin, Director Duncan, Director Grasha, Director Sewell

ACCEPTANCE OF THE NORTH INDIAN CANYON SEWER PROJECT

The Board accepted the North Indian Canyon Sewer Project as complete and authorized the release of retention money held for Downing Construction, Inc. in the amount of 5% of the approved contract amount, thirty-five days after filing the Notice of Completion (NOC).

Motion made by Director Duncan, Seconded by Director Sewell.

Voting Yea: President Wright, Vice President Martin, Director Duncan, Director Grasha, Director Sewell

DISCUSSION ITEMS

CRITICAL SERVICES CENTER AND ADMINISTRATION BUILDING UPDATE

Mr. Wallum provided an update to the Board. He noted the kickoff meeting for this project was on August 19th. A tour of East Valley Water District is being scheduled for the Board and some staff members. Safety and security issues were discussed as well and will be implemented into the design.

MSWD REGIONAL WATER RECLAMATION FACILITY UPDATE

Report given at the Study Session. Nothing further to add.

GROUNDWATER SUSTAINABILITY PLAN UPDATE

Mission Creek Subbasin and San Geronio Pass Subbasin. Update provided by Steve Ledbetter with TKE Engineering. The presentation included information about the plan update and development process and management criteria.

CONSENT AGENDA**Motion made by Vice President Martin, Seconded by Director Grasha.**

Voting Yea: President Wright, Vice President Martin, Director Duncan, Director Grasha, Director Sewell

APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

Study Session - July 15, 2021

Board Meeting - July 19, 2021

Special Meeting - August 16, 2021

REGISTER OF DEMANDS

The register of demands (JULY) totaling \$ 2,634,687.73

The register of demands (AUGUST) totaling \$ 1,939,972.47

BOARD COMPENSATION

It is recommended to authorize Board compensation for the following:

Participation in the Palm Springs Unified School District Legislative Breakfast – October 8, 2021

CORRESPONDENCE**THANK YOU LETTER - GERALD MCKENNA****DIRECTOR'S REPORTS****UPCOMING EVENTS & DIRECTOR REPORTS**

Vice President Martin reported he attended the following events: 7/6 DHS City Council Meeting, 7/14 DVBA Board Meeting, 7/14 Priority One Coachella Valley, 7/15 DVBA Networking Night, 7/15 Countywide Oversight Board Meeting, 7/20 CVB Meet & See, 7/21 Chamber Mixer, 7/27 RivCo Board of Supervisors Meeting, 8/5 DVBA Legislative Meeting, 8/12 DVBA Board Meeting, 8/13 BIA Water Conference, 8/17 RivoCo Board of Supervisors Meeting, 8/24 PS Networking Meeting, 8/24 RivCo Board of Supervisors Meeting, 8/30-9/2 CSDA Conference.

Director Duncan reported he attended the following events: 7/13 CVWD Board Meeting, 7/27 CVWD Board Meeting, 8/3 DWA Board Meeting, 8/10 CVWD Board Meeting, 8/17 DWA Board Meeting, 8/30-9/2 CSDA Conference.

REPORTS

GENERAL MANAGER'S REPORT

Mr. Wallum announced he would be out of the office in October.

DISTRICT COUNSEL COMMENTS

Mr. Pinkney announced there would be a closed session on the Master Meter pending litigation.

DIRECTOR COMMENTS

Director Grasha stated he had a question regarding a contract with Michael Baker International that was passed by the Board many months ago, he noted that he voted for it because he was ensured that it would come back and used in the deliberation for the wastewater treatment plant situation (?), but said it sounds like that's not going to be ready to be included in a conversation and he is disappointed about that...no question was ever asked. Next, he mentioned that he walked the neighborhood (with in his division) with residents and noted that residents are frightened by the WWTP. Would like some dialog to sooth the problems expressed by residents at the plant.

Vice President Martin noted, the members of the Board that are seated here (in the Boardroom) in person, all know the difference between treated wastewater and raw sewage and mentioned that any board member who doesn't know should educate themselves on the difference.

Director Sewell thanked staff for their efforts with the blood drive.

Director Duncan noted the tribute at the beginning of the meeting and stated that although tragic, those marines died doing what they loved.

CLOSED SESSION**CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING LITIGATION**

pursuant to Government Code Section 54956.9(d)(1)
One Case: (MSWD vs. Master Meter)

REPORT ON ACTION TAKEN DURING CLOSED SESSION

The Board met in closed session (Master Meter pending litigation) no reportable action.

ADJOURN

With no further business, President Wright adjourned the meeting at 5:26 P.M.

Respectfully,

Arden Wallum
Secretary of the Board of Directors

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73175	09-10-21	THE VAN DYKE CORPORATION	PROGRESS PAYMENT #5	0.00	428,691.35	428,691.35
			PROGRESS PAYMENT #6			
73160	09-10-21	LAYNE CHRISTENSEN COMPANY	WELL 42 CONSTRUCTION	0.00	398,712.81	398,712.81
73331	09-30-21	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT #7	0.00	225,096.73	225,096.73
9996001	09-21-21	CITY NATIONAL BANK	LOAN INREREST/CURRENT PAYMENT	145,000.00		145,000.00
73151	09-10-21	COACHELLA VALLEY WATER DIST	1/3 COST SHARE FOR MC ALT. PLAN UPDATE	0.00	114,632.58	114,632.58
9996003	09-24-21	WELLS FARGO BANK	AUTO DEP. PPE 09/17	114,069.08		114,069.08
9995809	09-10-21	WELLS FARGO BANK	AUTO DEP PPE 09-03	103,467.00		103,467.00
73143	09-10-21	ACWA-JPIA HEALTH BENEFITS AUTH.	OCT. 2021 - MEDICAL/VISION	85,514.07		85,514.07
73138	09-01-21	TKE ENGINEERING, INC	CM & INSPECTION JUNE 2021	0.00	77,484.50	77,484.50
			CONSULTANT SERVICES			
			DESIGN SERVICES			
			JULY 2021 PROJECT MGMT			
			JUNE 2021 DESIGN SERVICES			
			JUNE 2021 PROJECT MGMT			
			PROJECT COORDINATION			
			RECORD RESEARCH/BASE DRAWINGS			
73213	09-16-21	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES WIRE	72,029.58		72,029.58
73172	09-10-21	RED HAWK FENCE	AIRPORT FENCING PROJECT	0.00	60,026.44	60,026.44
73293	09-30-21	CITY OF DESERT HOT SPRINGS	JULY 2021 UUTAX	46,855.75		46,855.75
9995810	09-10-21	WELLS FARGO BANK	FED TAX DEP 0903	46,388.42		46,388.42
9995812	09-02-21	CITY NATIONAL BANK	LOAN INTEREST/CURRENT PAYMENT	45,922.74		45,922.74
9996006	09-27-21	WELLS FARGO BANK	FED TAX DEP PPE 09/17	44,396.79		44,396.79
73231	09-16-21	WALLACE & ASSOCIATES CONSULTING, INC.	CM & INSPECTION JULY 2021	0.00	36,274.00	36,274.00
73182	09-16-21	B-81 PAVING INC	PAVING	33,664.50		33,664.50
9996108	09-28-21	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 09/17	28,103.43		28,103.43
9995814	09-14-21	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 08/20	27,877.69		27,877.69
9995910	09-16-21	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	2-PERS PPE 09/03	27,544.27		27,544.27
73203	09-16-21	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTANT SERVICES & GEN. ENG.	0.00	25,056.76	25,056.76
73355	09-30-21	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL DESERT CREST/DILLON/HORTON	24,907.18		24,907.18
			ELECTRIC WELL25/WELL25A/WOODBRIDGE			
73225	09-16-21	TULE RANCH/MAGAN FARMS	AUG.2021 SLUDE HAULING	20,716.53		20,716.53
73226	09-16-21	UMETECH, INC.	AUG.2021 IT SERVICES	19,274.75	127.50	19,402.25
73309	09-30-21	ENGINEERING RESOURCES OF	BACKUP GENERATOR WLL SITES 27/31/32/37	0.00	18,049.50	18,049.50
73310	09-30-21	ENVIROLOGIC RESOURCES,INC.	APR.2021 MCSB ALT PLAN	0.00	17,162.50	17,162.50
			JUNE 2021 MCSB ALT PLAN			
			MARCH 2021 ALT PLAN			
			MAY 2021 MCSB ALT PLAN			
			PREP OF NETWORK PLAN			
			PREP OF NETWORK WORK PLAN			
73296	09-30-21	CV STRATEGIES	AUGUST SOCIAL MEDIA	16,958.75		16,958.75
			VARIOUS PROJECTS			
			VIDEOS OUTREACH			
73314	09-30-21	INFOSEND INC	ANNUAL SEWER FEE LEVY	15,167.52		15,167.52
			MONTHLY BILLING			
			MONTHLY BILLING SERVICE			
			MONTHLY SUPPORT FEES			
73212	09-16-21	SCOTT GIBSON-BINGHAM	FINANCIAL ASSISTANCE SEWER LOAN	15,000.00		15,000.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73223	09-16-21	TKE ENGINEERING, INC	DESIGN PP 55% COMPLETE	0.00	14,068.50	14,068.50
			DESIGN PP 61% COMPLETE			
			DESIGN PP 67%			
			DESIGN PP 72% COMPLETE			
			DESIGN PP 73% COMPLETE			
			DESIGN SERVICES			
73336	09-30-21	MANPOWER US INC.	ACCOUNTING TEMP.	13,419.73		13,419.73
			CREDIT FOR OVERCHARGE			
			STAFFING SERVICES			
			WEBSITE COM			
			WEBSITE COM STAFFING			
			WESBITE COM.			
			WW TEMP STAFFING			
73196	09-16-21	HEITEC	STAKING & TOPO	0.00	12,320.00	12,320.00
73366	09-30-21	TKE ENGINEERING, INC	CM & INSPECTION	5,562.50	6,512.50	12,075.00
			CONSULTANT SERVICES			
73286	09-30-21	BECK OIL, INC.	DIESEL	11,692.24		11,692.24
			UNLEADED GASOLINE			
73191	09-16-21	FERGUSON WATERWORKS #1083	METER LID AND BOX	10,630.18		10,630.18
73188	09-16-21	ENTERPRISE FM TRUST	MONTHLY LEASE RENTAL	10,218.43		10,218.43
9996007	09-27-21	STATE OF CA EDD	STATE TAX DEP PPE 09/17	9,078.65		9,078.65
73128	09-01-21	MANPOWER US INC.	ACCOUNTING TEMP	8,680.84		8,680.84
			STAFFING SERVICES			
			WW TEMP			
9995811	09-10-21	STATE OF CA EDD	STATE DEP TAX PPE 09-03	8,621.74		8,621.74
9995813	09-14-21	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 09/03	8,345.29		8,345.29
9996106	09-28-21	LINCOLN NATIONAL LIFE INS CO	DEF COM PPE 9/28	8,046.37		8,046.37
73162	09-10-21	MANPOWER US INC.	ACCOUNTING TEMP	7,510.24		7,510.24
			ACCOUNTING TEMP.			
			TEMP STAFFING - JACOB M.			
			TEMP STAFFING - OIT FOR JACOB MOSQUEDA			
73127	09-01-21	LANDMARK CONSULTANTS, INC.	COMPACTION AND SOILS	0.00	7,281.60	7,281.60
			COMPACTION TESTING			
			CONCRETE CYLINDER RETRIEVAL			
73137	09-01-21	OPERATIONAL TECHNICAL SERVICES	WW TEMP STAFFING	7,140.00		7,140.00
73167	09-10-21	OPERATIONAL TECHNICAL SERVICES	TEMP WW STAFFING - DANIEL PADILLA	6,915.00		6,915.00
			TEMP WW STAFFING - TOM BROWN			
73368	09-30-21	UMETECH, INC.	SENTINAL ONE ANTIVIRUS SUB.	6,399.00		6,399.00
73171	09-10-21	POWERPLAN OIB	HYDRO VAC REPAIRS/SERVICE	6,176.55		6,176.55
73214	09-16-21	SO CAL LAND MAINTENANCE,INC.	LANDSCAPING SERVICES	6,025.00		6,025.00
73315	09-30-21	INLAND WATER WORKS SUPPLY CO.	BALL VALVE	5,971.29		5,971.29
			BRASS SADDLE			
			MUELLER SADDLE			
73158	09-10-21	FERGUSON WATERWORKS #1083	FLEX COUPLINGS	1,495.87	4,459.77	5,955.64
			METER BOX LIDS			
73148	09-10-21	CARL OTTESON'S CERTIFIED BACKFLOW	AUG.2021 BACKFLOW TESTS	5,940.00		5,940.00
73208	09-16-21	POLYDYNE,INC.	2 TOTES POLYMER SLUDGE	5,899.72		5,899.72
73313	09-30-21	IMS CONSULTING AND EXPERT SERVICES,LLC.	LEGAL SERVICES	5,806.17		5,806.17

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73155	09-10-21	ENGINEERING RESOURCES OF	BACKUP GENERATOR	0.00	5,720.00	5,720.00
73199	09-16-21	JENNIFER CHEN	METER INSTALL REFUND	5,037.40		5,037.40
73183	09-16-21	CASAMAR GROUP, LLC	CONSULTANT SERVICES AND GEN. ENG.	0.00	5,030.73	5,030.73
73369	09-30-21	UNITED WAY OF THE DESERT	UNITED WAY FUNDS REPLENISHMENT	5,000.00		5,000.00
73320	09-30-21	KOFF & ASSOCIATES, INC.	MSWD - CLASS COMP	0.00	4,920.00	4,920.00
73153	09-10-21	DANGELO COMPANY	108FT 12"DI PIPE, 12" FIELD LOCK	0.00	4,882.42	4,882.42
73352	09-30-21	RUHNAU CLARKE ARCHITECTS	MSWD CRITICAL SVCS CENTER	0.00	4,836.00	4,836.00
73122	09-01-21	GOUGH SYSTEMS	AUG.2021 - UNIDATA SUPPORT	2,225.00	2,225.00	4,450.00
73297	09-30-21	CYPRESS DENTAL ADMINISTRATORS	OCT. 2021 DENTAL	4,298.13		4,298.13
73140	09-01-21	USA BLUEBOOK	CONVECTION OVEN	4,115.06		4,115.06
			SAMPLE TESTS			
73119	09-01-21	CORE & MAIN LP	REPAIR CLAMPS	4,098.87		4,098.87
73149	09-10-21	CARPI & CLAY, INC	AUG.2021 FEDERAL ADVOCACY	4,000.00		4,000.00
73189	09-16-21	ENVIROGEN TECHNOLOGIES	URANIUM TREATMENT WELL 26A	3,938.37		3,938.37
73135	09-01-21	SOUTH COAST AIR QUALITY	ANNUAL FLAT EMISSIONS FEE	3,878.37		3,878.37
			ANNUAL ICE GENERATOR PERMIT			
			ANNUAL PERMIT - SEWAGE TREATMENT			
			FLAT FEE EMISSIONS PERMIT			
73371	09-30-21	VERIZON WIRELESS	AUG. VERIZON BILL	3,846.32		3,846.32
73342	09-30-21	OPERATIONAL TECHNICAL SERVICES	WW TEMP STAFFING	3,739.15		3,739.15
73086	09-22-21	STRATEGY 7 CORPORATION	LOST IN MAIL	-3,600.00		-3,600.00
73165	09-10-21	MUNICODE	CODIFICATION-LEGAL MANUSCRIPT	0.00	3,600.00	3,600.00
73360	09-30-21	STRATEGY 7 CORPORATION	2022 UNIDATA MAINTENANCE	3,600.00		3,600.00
73179	09-16-21	AECOM TECHNICAL SERVICES INC.	REVISED PUMP SPECIFICATION	0.00	3,557.50	3,557.50
73190	09-16-21	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICE	3,464.58		3,464.58
			SEPT. CLEANING SERVICES			
73185	09-16-21	COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL SERVICES CLASS ACTION	3,351.50		3,351.50
73118	09-01-21	CASAMAR GROUP, LLC	LABOR COMPLIANCE MONITORING	0.00	3,189.30	3,189.30
73186	09-16-21	COVE ELECTRIC, INC.	AERATOR #4 NEW WIRING	3,111.50		3,111.50
73205	09-16-21	OPERATIONAL TECHNICAL SERVICES	TEMP OPERATOR STAFFING	3,060.00		3,060.00
73364	09-30-21	THE LINCOLN NATL. LIFE INS. CO.	OCT. 2021 LIFE INS/LTD	2,913.51		2,913.51
73116	09-01-21	ADR SERVICES, INC.	MEDIATION FEE - MASTER METER	2,700.00		2,700.00
73123	09-01-21	HEITEC	CONSULTANT SERVICES	2,660.00		2,660.00
73317	09-30-21	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	ADT SECURITY-HORTON PLANT	2,584.18		2,584.18
73194	09-16-21	GERALDINE RUE	REFUND OF INCORRECTLY CHARGED APN	2,490.06		2,490.06
73216	09-16-21	SOUTHERN CALIFORNIA FLEET SERVICES, INC.	FLEET REPAIRS	2,365.10		2,365.10
73124	09-01-21	INFOSEND INC	MONTHLY BILLING SERVICE	2,346.38		2,346.38
73279	09-30-21	ACWA	A.WALLUM - CONF. REG FEE	2,175.00		2,175.00
			R.DUNCAN REG. FEE			
			R.MARTIN - CONF. REG FEE			
73204	09-16-21	ON POWER INDUSTRIES, LLC	INSPECTION LOAD TESTING	2,075.00		2,075.00
73209	09-16-21	RAY LOPEZ ASSOCIATES	LANDSCAPE INSPECTIONS	2,065.00		2,065.00
73299	09-30-21	DANGELO COMPANY	GATE VALVE	2,045.29		2,045.29
73145	09-10-21	APRIL LEE SCOTT	A.SCOTT CONFERENCE REIMB.	2,028.88		2,028.88
			A.SCOTT TUITION REIMBURSEMENT			
73200	09-16-21	KAMAN INDUSTRIAL TECHNOLOGIES	AERATOR #3 REPLACEMENT BEARING	2,025.71		2,025.71
73280	09-30-21	ADT COMMERCIAL LLC	ANNEX/ENG. MOD	1,989.00		1,989.00
73201	09-16-21	LANDMARK CONSULTANTS, INC.	SOILS & COMPACTION	0.00	1,944.00	1,944.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73170	09-10-21	PLUMBERS DEPOT INC	SUCTION HOSE	1,790.87		1,790.87
73198	09-16-21	INLAND WATER WORKS SUPPLY CO.	ADAPTORS	1,787.68		1,787.68
			ADPATORS			
			MUEL ADAPTOR			
73232	09-16-21	WATERLINE TECHNOLOGIES INC.	15 DRUMS REFILLED	1,756.06		1,756.06
73115	09-01-21	AB FENCE COMPANY, INC.	GATE REPAIRS	1,499.00		1,499.00
73115	09-27-21	AB FENCE COMPANY, INC.	LOST IN MAIL	-1,499.00		-1,499.00
73278	09-30-21	AB FENCE COMPANY, INC.	GATE REPAIRS	1,499.00		1,499.00
73334	09-30-21	LITIGATION SERVICES	VIDEO SERVICES DEPOSITION	1,455.75		1,455.75
73176	09-10-21	TOPS N BARRICADES, INC	MEN WORKING SIGNS	1,431.04		1,431.04
			SIGNS & STANDS			
			WHITE/BLUE MARKING PAINT			
73174	09-10-21	STEPHEN ABLES	TURF REBATE - ABLES	1,300.00		1,300.00
73294	09-30-21	CLINICAL LABORATORY OF SAN BERNARDINO	BOD5 TESTING	1,264.00		1,264.00
			LAB SERVICES			
73362	09-30-21	T4 SPATIAL, LLC	OCT.21 CCTV STORAGE	1,250.00		1,250.00
73177	09-10-21	WATERLINE TECHNOLOGIES INC.	3 DRUM REPLACED/FILLED	1,170.70		1,170.70
			7 DRUMS REFILLED #5549693			
73154	09-10-21	DESERT VALLEY DISPOSAL, INC.	AUG SERVICE CHARGE	1,138.48		1,138.48
			AUG SERVICE CHARGE ADMIN			
73161	09-10-21	LUBRICATION ENGINEERS	2 5GAL PAILS 6404-PL MONOLEC OIL	1,126.16		1,126.16
			3CS MONOLEC ULTRA OIL 8800-CS 2 GAL CONT.			
73117	09-01-21	BUILDING INDUSTRY ASSOCIATION	21/22 MEMBERSHIP DUES	1,076.00		1,076.00
73373	09-30-21	WATERLINE TECHNOLOGIES INC.	9 DRUMS REFILLED	1,053.63		1,053.63
73195	09-16-21	GLENN B. DORNING, INC.	KUBOTA TRACTOR SERVICE	1,007.06		1,007.06
			SERVICE OF KUBOTA TRAILER			
73356	09-30-21	SOUTHERN CALIFORNIA FLEET SERVICES, INC.	FLEET REPAIRS	988.44		988.44
73301	09-30-21	DESERT TIRE AND AUTO REPAIR	UNIT 409 TIRES	953.39		953.39
73327	09-30-21	LANDMARK CONSULTANTS, INC.	SOILS & COMPACTION	0.00	907.20	907.20
73146	09-10-21	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	861.96		861.96
73197	09-16-21	HOME DEPOT CRC PROGRAM	MISC. ITEMS	844.58		844.58
73152	09-10-21	CORINNE WEISS STRATEGIC COMMUNICATIONS	AUG.2021 WEBSITE COMM. SVC	825.00		825.00
73141	09-01-21	WATERLINE TECHNOLOGIES INC.	7 DRUMS REFILLED	819.49		819.49
73302	09-30-21	DESERT DUNES PROP. MGMT	ACCOUNT REFUND 13255 EL RIO LN	795.42		795.42
73258	09-21-21	LENWOOD HOSPITALITY CENTER,LLC	ACCOUNT REFUND LITTLE MORONGO & TWO BUNCH PALMS	790.69		790.69
73235	09-21-21	BUILT RITE FENCE CO.	ACCOUNT REFUND GARNET AVE	770.11		770.11
73281	09-30-21	AIR & HOSE SOURCE INC.	REPLACEMENT HOSES	759.08		759.08
73139	09-01-21	TOM DODSON & ASSOCIATES	FINALIZE FINAL IS/MND	0.00	757.50	757.50
73131	09-01-21	MICHAEL BAKER INTERNATIONAL, INC.	PROFESSIONAL SERVICES	0.00	742.50	742.50
73178	09-16-21	ACWA	N.WRIGHT REGISTRATION FEE	725.00		725.00
73285	09-30-21	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	704.68		704.68
73211	09-16-21	RUSS MARTIN	R.MARTIN CONFERENCE REIMB.	652.70		652.70
			R.MARTIN MILEAGE			
73150	09-10-21	CASEY DOLAN	DIGITAL AD MGMT	650.00		650.00
73365	09-30-21	THE DESERT SUN	ANNUAL SUBSCRIPTION	632.45		632.45
73126	09-01-21	KSM ELECTRIC INC.	TROUBLESHOOTING SOFT STARTERS	625.70		625.70
73193	09-16-21	FRONTIER	ADMIN PHONE	597.94		597.94
73274	09-21-21	TRI STAR CONTRACTING, INC.	ACCOUNT REFUND PIERSON WEST OF SKYBOURNE	594.72		594.72

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73273	09-21-21	TRI STAR CONTRACTING II, INC	ACCOUNT REFUND 61065 PIERSON BLVD	566.97		566.97
73121	09-01-21	FRANCHISE TAX BOARD	GARNISHMENT PPE 08.20.21	549.91		549.91
73192	09-16-21	FRANCHISE TAX BOARD	GARNISHMENT PPE 09.03	549.91		549.91
73345	09-30-21	QUADIENT FINANCE USA, INC.	POSTAGE REPLENISHMENT	500.00		500.00
73241	09-21-21	DOTY BROS. EQUIPMENT CO.	ACCOUNT REFUND GARNET AVE EAST OF N. INDIAN CANYON	480.49		480.49
73341	09-30-21	O'REILLY AUTOMOTIVE, INC.	CORE RETURN	468.93		468.93
			REPLACEMENT BATTERIES HORTON PLANT			
73163	09-10-21	MATHESON TRI-GAS, INC	20BX 2XL NITRIL GLOVES	457.44		457.44
73346	09-30-21	QWEST ENGINEERING, INC.	ACCOUNT REFUND PARK LN	418.66		418.66
73224	09-16-21	TOPS N BARRICADES, INC	MEN WORKING SIGNS	409.77		409.77
73181	09-16-21	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	400.90		400.90
73173	09-10-21	RTK REFRIGERATION	ICE MACHINE INSTALL	400.00		400.00
73227	09-16-21	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	394.28		394.28
73307	09-30-21	EISENHOWER MEDICAL ASSOCIATES INC,	PRE-EMPLOYMENT PHYSICAL	390.00		390.00
73303	09-30-21	DESERT PROMOTIONS	FLEXFIT MESH CAPS	378.45		378.45
73134	09-01-21	ROBERTO LOPEZ	R.LOPEZ MEALS/MILES REIMB.	375.32		375.32
73264	09-21-21	PATRICE BIANCHI	ACCOUNT REFUND 16430 AVE GRACIA	355.22		355.22
73142	09-01-21	XEROX CORPORATION	COPY EXPENSE	343.73		343.73
73142	09-29-21	XEROX CORPORATION	LOST IN MAIL	-343.73		-343.73
73375	09-30-21	XEROX CORPORATION	COPY EXPENSE	343.73		343.73
73206	09-16-21	PARKERS BUILDING SUPPLY	LIGHT BULBS	336.24		336.24
			MATERIAL FOR VALVE COLLARS			
			MISC. HARDWARE			
			TOOLS			
73217	09-16-21	STAPLES	OFFICE SUPPLIES	329.31		329.31
73129	09-01-21	MATHESON TRI-GAS, INC	RAIN SUITS	310.32		310.32
73349	09-30-21	ROLANDO JIMENEZ	R.JIMENEZ BOOT REIMB.	296.00		296.00
73133	09-01-21	PARKERS BUILDING SUPPLY	9V BATTERIES FOR ADMIN BLDG	280.44		280.44
			BOLTS			
			CONCRETE MIX			
			DOOR BOTTOM			
73215	09-16-21	SOUTHERN CALIFORNIA EDISON COMPANY	SCE LINE EXTENSION	0.00	272.80	272.80
73156	09-10-21	FARMER BROS CO	ADMIN COFFEE	268.45		268.45
73229	09-16-21	VALLEY LOCK & SAFE	KEYS	258.29		258.29
			RESTOCK GATE OPENERS			
73228	09-16-21	USA BLUEBOOK	LIQUID FILLED GAUGE	215.28		215.28
73180	09-16-21	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	215.04		215.04
73335	09-30-21	LOUIS ALEXANDER PEREZ	TOILET REBATE	200.00		200.00
70547	09-10-21	PETE SAINTIS	UNDELIVERABLE/STALE DATED	-191.09		-191.09
73187	09-16-21	DESERT TIRE AND AUTO REPAIR	TIRE REPLACEMENT	186.03		186.03
73291	09-30-21	CHRISTOPHER SHANAHAN	C.SHANAHAN BOOT. REIMB.	184.86		184.86
73347	09-30-21	RIVERSIDE COUNTY CLERK/RECORDER	LIEN RELEASE FEE	180.00		180.00
73147	09-10-21	BABCOCK LABORATORIES, INC.	AUG.2021 TOTAL N TESTING	178.50		178.50
73256	09-21-21	JOHANNA FIGUEROA	ACCOUNT REFUND 66011 BUENA VISTA AVE	177.00		177.00
73357	09-30-21	STAPLES	OFFICE SUPPLIES	175.81		175.81
73144	09-10-21	ALEXANDER NINE	A.NINE ONLINE TREATMENT COURSE	170.53		170.53
73164	09-10-21	MICHAEL BAKER INTERNATIONAL, INC.	CM & INSPECTION	0.00	170.00	170.00
73287	09-30-21	BRINKS INCORPORATED	MONTHLY SERVICES	169.95		169.95

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73136	09-01-21	STAPLES	OFFICE SUPPLIES	162.64		162.64
73157	09-10-21	FASTENAL COMPANY	SUPPLIES	160.12		160.12
73168	09-10-21	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL	155.00		155.00
73367	09-30-21	TUYET CAO	ACCOUNT REFUND 66164 3RD	149.54		149.54
73326	09-30-21	KRISTEN OLINGER	ACCOUNT REFUND 12225 HIGHLAND AVE	130.64		130.64
73166	09-10-21	O'REILLY AUTOMOTIVE, INC.	FINANCE-LAE PAYMENT CHARGES	128.14		128.14
			FLOORMATS, GAS CAN, DIESEL CAN			
73237	09-21-21	COLIN DREW	ACCOUNT REFUND 9124 CALLE DE VECINOS	124.93		124.93
73202	09-16-21	MCMASTER-CARR	HORTON PLANT SUPPLIES	121.10		121.10
73222	09-16-21	TIME WARNER CABLE	CABLE BILL	116.39		116.39
72100	09-10-21	SOMMER ANDREAS	UNDELIVERABLE/STALE DATED	-113.88		-113.88
73343	09-30-21	PARKERS BUILDING SUPPLY	FISH TAPE FOR UNIT 410	112.59		112.59
			HOSE NOZZLES			
			PVC MATERIALS			
			REPLACEMENT LIGHT ADMIN			
			SCRAPER W/BLADE			
73353	09-30-21	RUSS MARTIN	R.MARTIN URBAN WATER REIMB.	112.00		112.00
73239	09-21-21	DAISY MALDONADO	ACCOUNT REFUND 12727 UNITED RD	109.42		109.42
73351	09-30-21	RUDOLPH JENNS	ACCOUNT REFUND 64497 BRAEBURN AVE	106.42		106.42
73218	09-16-21	SWRCB ACCOUNTING OFFICE	D.FRIEND D5 RENEWAL	105.00		105.00
72215	09-22-21	LEE BOYER	LOST CHECK	-96.96		-96.96
73332	09-30-21	LEE BOYER	L.BOYER BOOT REIMB.	96.96		96.96
73277	09-21-21	YONG TAI LIU	ACCOUNT REFUND 12720 EXCELSIOR ST	93.10		93.10
73169	09-10-21	PARKERS BUILDING SUPPLY	ADMIN LIGHT REPAIRS	83.53		83.53
			DRILL BITS FOR PLANT			
			MISC. ITEMS FOR PLANT			
			PVC PARTS			
			RADIO FUSES			
71404	09-10-21	MONIQUE ALFORD	UNDELIVERABLE/STALE DATED	-83.32		-83.32
73266	09-21-21	PAUL MAUDE	ACCOUNT REFUND 66325 AVE CADENA	82.61		82.61
68671	09-10-21	CHIUNG CHUANG	INCORRECT ADDRESS	-82.00		-82.00
73184	09-16-21	CHIUNG CHUANG	ACCOUNT REFUND 12980 BEECH	82.00		82.00
72437	09-10-21	SYLVIA LAMORA	INCORRECT ADDRESS	-80.71		-80.71
73219	09-16-21	SYLVIA LAMORA	ACCOUNT REFUND 66191 7TH ST	80.71		80.71
71440	09-22-21	CHRISTOPHER JACOBSON	LOST CHECK	-80.00		-80.00
73249	09-21-21	GILDARDO CAPISTRAN	ACCOUNT REFUND 64514 BRAEBURN AVE	80.00		80.00
73252	09-21-21	JANE ELLEN SHATZ	ACCOUNT REFUND 66885 IRONWOOD	80.00		80.00
73292	09-30-21	CHRISTOPHER JACOBSON	C.JACOBSON HEALTH/WELLNESS REIMBURSEMENT	80.00		80.00
73289	09-30-21	CARRIE FASIL	ACCOUNT REFUND 65952 AVE LADERA	77.73		77.73
72070	09-10-21	FRANCOISE ATOUN	UNDELIVERABLE/STALE DATED	-75.00		-75.00
73207	09-16-21	PHILLIPS, FRACTOR & COMPANY, LLC	CONSULTING SERVICES	75.00		75.00
73250	09-21-21	HENKELS & MCCOY	ACCOUNT REFUND MISSION LAKES	74.21		74.21
72441	09-10-21	THOMAS HARPER	INCORRECT ADDRESS	-73.89		-73.89
73221	09-16-21	THOMAS HARPER	ACCOUNT REFUND 60651 PAINTED HILLS RD	73.89		73.89
70541	09-10-21	MIRANDA ARLING	UNDELIVERABLE/STALE DATED	-72.56		-72.56
73130	09-01-21	MCMASTER-CARR	PIPE FITTINGS	71.98		71.98
73358	09-30-21	SWRCB ACCOUNTING OFFICE	J.GONZALEZ D1 RENEWAL	70.00		70.00
73283	09-30-21	ALTISOURCE SINGLE FAMILY INC	ACCOUNT REFUND 9652 VALENCIA	69.55		69.55

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73236	09-21-21	CARL REGISTER	ACCOUNT REFUND 15300 PALM DR #161	66.19		66.19
72429	09-10-21	ROBERT GAMBOA	UNDELIVERABLE/STALE DATED	-65.81		-65.81
73125	09-01-21	KILLER BEE PEST CONTROL	PEST CONTROL	65.00		65.00
73275	09-21-21	VASILE IRIMESCU	ACCOUNT REFUND 66291 BUENA VISTA AVE	65.00		65.00
73323	09-30-21	KILLER BEE PEST CONTROL	BEE REMOVAL	65.00		65.00
72073	09-10-21	GREG DONAGHU	UNDELIVERABLE/STALE DATED	-64.39		-64.39
73261	09-21-21	MARY-ELIZABETH RUBIN	ACCOUNT REFUND 66563 5TH	60.00		60.00
73220	09-16-21	THE UPS STORE #5062	MCCROMETER SHIPPING CHARGE	58.40		58.40
			SHIPPING CHARGE			
73288	09-30-21	CAROL WISHART	ACCOUNT REFUND 15300 PALM #12	57.93		57.93
9995912	09-01-21	STATE OF CA EDD	EDD QTR 3 2021 PENALTY	54.96		54.96
73282	09-30-21	ALMA DELIA URBINA JURADO	ACCOUNT REFUND 66146 1ST ST	52.35		52.35
73243	09-21-21	EARLE KIRKLAND	ACCOUNT REFUND 9122 SILVER STAR AVE	51.30		51.30
73339	09-30-21	MIKE/SHARON CUNNINGHAM	ACCOUNT REFUND 65565 ACOMA AVE #109	51.00		51.00
72260	09-10-21	RHINA MARSELA GIRON	UNDELIVERABLE/STALE DATED	-49.51		-49.51
73340	09-30-21	MODERN DEVELOPMENT LLC	ACCOUNT REFUND 13500 LITTLE MORONGO RD	47.02		47.02
71132	09-10-21	LINDA CAIN	UNDELIVERABLE/STALE DATED	-46.11		-46.11
73242	09-21-21	DUNCAN REAL ESTATE GROUP,INC	ACCOUNT REFUND 64880 COCHRAN	45.30		45.30
72259	09-10-21	RALPH-LOREN CHATTELES, LLC	UNDELIVERABLE/STALE DATED	-45.00		-45.00
73244	09-21-21	FANCI PLUMMER	ACCOUNT REFUND 66080 2ND	45.00		45.00
73363	09-30-21	TANISHA MICHEL	ACCOUNT REFUND 65884 AVE DORADO	45.00		45.00
73321	09-30-21	KATHRYN HENSCHERL	ACCOUNT REFUND 64978 RAY	43.62		43.62
73251	09-21-21	JAMES C. PETERS	ACCOUNT REFUND 67715 SAN ANTONIO ST	43.37		43.37
73267	09-21-21	PROMINENT ESCROW SERVICES	ACCOUNT REFUND 13223 EL CAJON DR	42.97		42.97
73312	09-30-21	HARLAN/DELORES BURK	ACCOUNT REFUND 66195 S AGUA DULCE DR	42.67		42.67
73374	09-30-21	WILLIAM MONTGOMERY	ACCOUNT REFUND 69440 CRESTVIEW	42.57		42.57
73257	09-21-21	JOHN/DEBI ARVOUX	ACCOUNT REFUND 66299 DESERT VIEW	40.00		40.00
73324	09-30-21	KMG INVESTMENTS	ACCOUNT REFUND 65911 6TH ST	40.00		40.00
73372	09-30-21	VICTORIA CORDOVA	ACCOUNT REFUND 67822 PEQUENA DR	37.94		37.94
73260	09-21-21	MARINA ATLANTE	ACCOUNT REFUND 13635 AVE LA VISTA	37.12		37.12
73159	09-10-21	GLENN B. DORNING, INC.	SHIPPING/DELIVERY FOR TRACTOR PARTS	36.64		36.64
73295	09-30-21	CORNELL GILLENWATER	ACCOUNT REFUND 66645 2ND ST	36.27		36.27
73233	09-21-21	ALBARO CORTES	ACCOUNT REFUND 62555 S STARCROSS DR	35.94		35.94
73325	09-30-21	KRAIG WATKINS	ACCOUNT REFUND 9883 LA PALOMA	35.91		35.91
73298	09-30-21	DAN MARSHALL ESTATE	ACCOUNT REFUND 64673 AUGUSTA	35.76		35.76
73120	09-01-21	DESERT VALLEY BUILDERS ASSOCIATION	R.MARTIN DVBA PUBLIC WORKS LUNCHEON	33.00		33.00
73247	09-21-21	GARY FRYDENLUND	ACCOUNT REFUND 64255 EAGLE MOUNTAIN AVE	32.01		32.01
73132	09-01-21	O'REILLY AUTOMOTIVE,INC.	OIL/DRY SPRAY	31.20		31.20
73271	09-21-21	SHIRLEY R ROBLES	ACCOUNT REFUND 66202 6TH ST	30.87		30.87
73238	09-21-21	COPPER HILL HOMES	ACCOUNT REFUND 9431 CLUBHOUSE	28.27		28.27
73254	09-21-21	JESSICA JIMENEZ	ACCOUNT REFUND 66948 BUENA VISTA AVE	28.06		28.06
73359	09-30-21	STEVEN ANGUIANO	ACCOUNT REFUND 64060 HARVEST MOON	27.90		27.90
73263	09-21-21	ODALIS OCAMPO	ACCOUNT REFUND 66551 6TH ST	27.60		27.60
73344	09-30-21	PLANIT REPROGRAPHICS	PRINTS AND SCANS	27.00		27.00
73361	09-30-21	T & T MARKETING CONCEPTS CORP	ACCOUNT REFUND 64769 PINEHURST CIR	26.98		26.98
73350	09-30-21	RUBEN QUINONES	ACCOUNT REFUND 64038 DORAL DR	26.97		26.97
73337	09-30-21	MARIELA VEGA	ACCOUNT REFUND 16475 AVE MONTEFLORA	26.45		26.45
73348	09-30-21	ROB KLINGSEIS	ACCOUNT REFUND 64946 BARNES CT	25.75		25.75

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73338	09-30-21	MARIA DE LOURDES CARACOZA	ACCOUNT REFUND 13671 CIELO AZUL WAY	24.98		24.98
73319	09-30-21	JUAN & SAHILA SOTO SANTAELLA	ACCOUNT REFUND 66358 ESTRELLA	23.41		23.41
71934	09-10-21	KRYSTI MORREO	UNDELIVERABLE/STALE DATED	-22.97		-22.97
73234	09-21-21	ALICE FULLER	ACCOUNT REFUND 69421 MIDPARK	22.70		22.70
72115	09-10-21	YOUNG AE YOON	UNDELIVERABLE/STALE DATED	-21.12		-21.12
73370	09-30-21	USA-FACT INC	M.CHAMPION BACKGROUND CHECK	20.33		20.33
72609	09-10-21	VANESSA MILLER	INCORRECT ADDRESS	-20.31		-20.31
73230	09-16-21	VANESSA MILLER	ACCOUNT REFUND 66041 ACOMA AVE	20.31		20.31
73210	09-16-21	RIVERSIDE COUNTY CLERK/RECORDER	LIEN RELEASE	20.00		20.00
73272	09-21-21	SHUNJI OZAKI	ACCOUNT REFUND 9889 SAN RAFAEL DR	19.75		19.75
72092	09-10-21	ROBERT L CARTIER	UNDELIVERABLE/STALE DATES	-18.97		-18.97
73262	09-21-21	MONICA JUSTICE	ACCOUNT REFUND 13237 VIA REAL	18.87		18.87
73306	09-30-21	DUNCAN GROUP	ACCOUNT REFUND 15300 PALM DR #143	18.64		18.64
73330	09-30-21	LAWYERS TITLE COMPANY	ACCOUNT REFUND 66631 YUCCA	18.59		18.59
71818	09-10-21	EDWARD J CARNEY	UNDELIVERABLE/STALE DATED	-18.33		-18.33
73265	09-21-21	PATRICIA REYES	ACCOUNT REFUND 66775 FLORA AVE	17.61		17.61
73308	09-30-21	ELFEGO PEREZ	ACCOUNT REFUND 16360 AVE MONTEFLORA	17.33		17.33
73255	09-21-21	JESSE VELA	ACCOUNT REFUND 9023 SILVER STAR AVE	17.09		17.09
73316	09-30-21	JOHN ANK	ACCOUNT REFUND 13063 CACTUS	16.36		16.36
73300	09-30-21	DANIEL VALENCIA	ACCOUNT REFUND 15300 PALM #20	15.15		15.15
73270	09-21-21	SAEID KOUHKAN	ACCOUNT REFUND 15300 PALM DR #179	14.99		14.99
73333	09-30-21	LEONARD ZUNIGA	ACCOUNT REFUND 65786 7TH ST	14.96		14.96
73276	09-21-21	WILLIAM J. DENNIS, JR	ACCOUNT REFUND 66183 2ND ST	14.67		14.67
73245	09-21-21	FANDANGO SOLAR PROTECTION LLC	ACCOUNT REFUND 13444 MESQUITE RD	14.40		14.40
73246	09-21-21	FRANK BARRENA	ACCOUNT REFUND 66934 CASA GRANDE DR	13.63		13.63
73290	09-30-21	CENTRALCORE REAL, LLC	ACCOUNT REFUND 9365 CALLE BARRANCA	13.63		13.63
73354	09-30-21	SCOTT GORDON	ACCOUNT REFUND 13625 INAJA	13.13		13.13
73328	09-30-21	LAURA C KILLINGSWORTH	ACCOUNT REFUND 67834 NICOLE CT	12.55		12.55
73253	09-21-21	JAVIERA HERNANDEZ	ACCOUNT REFUND 9381 BLUE RIDGE ST	12.44		12.44
73248	09-21-21	GEORGINA AGUIRRE	ACCOUNT REFUND 9180 CALLE ESCORIAL	11.88		11.88
73304	09-30-21	DONALD ANDERSON	ACCOUNT REFUND 15300 PALM DR #189	11.26		11.26
72701	09-10-21	GAYLE L FORNATARO	UNDELIVERABLE/STALE DATES	-10.37		-10.37
73284	09-30-21	ANTHONY COLOROSSO	ACCOUNT REFUND 13792 OVERLOOK DR	10.37		10.37
73318	09-30-21	JOSE LUIS LUCIO	ACCOUNT REFUND 66109 12TH ST	9.44		9.44
73322	09-30-21	KEVIN WEILER	ACCOUNT REFUND 66865 SAN FELIPE	9.32		9.32
73305	09-30-21	DONIS MORGAN	ACCOUNT REFUND 66551 YUCCA DR	7.01		7.01
73240	09-21-21	DHS COMMUNITY OF CHRIST	ACCOUNT REFUND 66850 TWO BUNCH PALMS TRL	4.65		4.65
73329	09-30-21	LAWYERS TITLE COMPANY	ACCOUNT REFUND 13128 QUINTA WAY	4.49		4.49
71859	09-10-21	SUSAN DEAN	UNDELIVERABLE/STALE DATED	-4.24		-4.24
73268	09-21-21	ROBERT BROTHERS	ACCOUNT REFUND 55455 SAN PIERRE	2.40		2.40
73269	09-21-21	ROSENTHAL & ASSOCIATES	ACCOUNT REFUND 65565 ACOMA AVE #128	2.29		2.29
72762	09-10-21	MARIE CHAMPION	UNDELIVERABLE	-2.03		-2.03
73259	09-21-21	MARCELL BALL	ACCOUNT REFUND 9377 EL MIRADOR BLVD	0.84		0.84
PR091021	09-10-21	EMPLOYEES	PAPER PAYROLL CHECKS	0.58		0.58
73311	09-30-21	FRANCHISE TAX BOARD	GARNISHMENT PPE 09.17	0.08		0.08
PR092421	09-24-21	EMPLOYEES	PAPER PAYROLL CHECKS	0.00		0.00
			CURRENT CHECK TOTAL	1,231,299.0	1,488,711.9	2,720,011.0

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
TOTAL				1,231,299.08	1,488,711.99	2,720,011.07
303 records listed						

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
68671	09-10-21	CHIUNG CHUANG	INCORRECT ADDRESS	-82.00		-82.00
70541	09-10-21	MIRANDA ARLING	UNDELIVERABLE/STALE DATED	-72.56		-72.56
70547	09-10-21	PETE SAINTIS	UNDELIVERABLE/STALE DATED	-191.09		-191.09
71132	09-10-21	LINDA CAIN	UNDELIVERABLE/STALE DATED	-46.11		-46.11
71404	09-10-21	MONIQUE ALFORD	UNDELIVERABLE/STALE DATED	-83.32		-83.32
71440	09-22-21	CHRISTOPHER JACOBSON	LOST CHECK	-80.00		-80.00
71818	09-10-21	EDWARD J CARNEY	UNDELIVERABLE/STALE DATED	-18.33		-18.33
71859	09-10-21	SUSAN DEAN	UNDELIVERABLE/STALE DATED	-4.24		-4.24
71934	09-10-21	KRYSTI MORREO	UNDELIVERABLE/STALE DATED	-22.97		-22.97
72070	09-10-21	FRANCOISE ATOUN	UNDELIVERABLE/STALE DATED	-75.00		-75.00
72073	09-10-21	GREG DONAGHU	UNDELIVERABLE/STALE DATED	-64.39		-64.39
72092	09-10-21	ROBERT L CARTIER	UNDELIVERABLE/STALE DATES	-18.97		-18.97
72100	09-10-21	SOMMER ANDREAS	UNDELIVERABLE/STALE DATED	-113.88		-113.88
72115	09-10-21	YOUNG AE YOON	UNDELIVERABLE/STALE DATED	-21.12		-21.12
72215	09-22-21	LEE BOYER	LOST CHECK	-96.96		-96.96
72259	09-10-21	RALPH-LOREN CHATTELES, LLC	UNDELIVERABLE/STALE DATED	-45.00		-45.00
72260	09-10-21	RHINA MARSELA GIRON	UNDELIVERABLE/STALE DATED	-49.51		-49.51
72429	09-10-21	ROBERT GAMBOA	UNDELIVERABLE/STALE DATED	-65.81		-65.81
72437	09-10-21	SYLVIA LAMORA	INCORRECT ADDRESS	-80.71		-80.71
72441	09-10-21	THOMAS HARPER	INCORRECT ADDRESS	-73.89		-73.89
72609	09-10-21	VANESSA MILLER	INCORRECT ADDRESS	-20.31		-20.31
72701	09-10-21	GAYLE L FORNATARO	UNDELIVERABLE/STALE DATES	-10.37		-10.37
72762	09-10-21	MARIE CHAMPION	UNDELIVERABLE	-2.03		-2.03
73086	09-22-21	STRATEGY 7 CORPORATION	LOST IN MAIL	-3,600.00		-3,600.00
73115	09-01-21	AB FENCE COMPANY, INC.	GATE REPAIRS	1,499.00		1,499.00
73115	09-27-21	AB FENCE COMPANY, INC.	LOST IN MAIL	-1,499.00		-1,499.00
73116	09-01-21	ADR SERVICES, INC.	MEDIATION FEE - MASTER METER	2,700.00		2,700.00
73117	09-01-21	BUILDING INDUSTRY ASSOCIATION	21/22 MEMBERSHIP DUES	1,076.00		1,076.00
73118	09-01-21	CASAMAR GROUP, LLC	LABOR COMPLIANCE MONITORING	0.00	3,189.30	3,189.30
73119	09-01-21	CORE & MAIN LP	REPAIR CLAMPS	4,098.87		4,098.87
73120	09-01-21	DESERT VALLEY BUILDERS ASSOCIATION	R.MARTIN DVBA PUBLIC WORKS LUNCHEON	33.00		33.00
73121	09-01-21	FRANCHISE TAX BOARD	GARNISHMENT PPE 08.20.21	549.91		549.91
73122	09-01-21	GOUGH SYSTEMS	AUG.2021 - UNIDATA SUPPORT	2,225.00	2,225.00	4,450.00
73123	09-01-21	HEITEC	CONSULTANT SERVICES	2,660.00		2,660.00
73124	09-01-21	INFOSEND INC	MONTHLY BILLING SERVICE	2,346.38		2,346.38
73125	09-01-21	KILLER BEE PEST CONTROL	PEST CONTROL	65.00		65.00
73126	09-01-21	KSM ELECTRIC INC.	TROUBLESHOOTING SOFT STARTERS	625.70		625.70
73127	09-01-21	LANDMARK CONSULTANTS, INC.	COMPACTION AND SOILS	0.00	7,281.60	7,281.60
			COMPACTION TESTING			
			CONCRETE CYLINDER RETRIEVAL			
73128	09-01-21	MANPOWER US INC.	ACCOUNTING TEMP	8,680.84		8,680.84
			STAFFING SERVICES			
			WW TEMP			
73129	09-01-21	MATHESON TRI-GAS, INC	RAIN SUITS	310.32		310.32
73130	09-01-21	MCMASTER-CARR	PIPE FITTINGS	71.98		71.98
73131	09-01-21	MICHAEL BAKER INTERNATIONAL, INC.	PROFESSIONAL SERVICES	0.00	742.50	742.50
73132	09-01-21	O'REILLY AUTOMOTIVE, INC.	OIL/DRY SPRAY	31.20		31.20
73133	09-01-21	PARKERS BUILDING SUPPLY	9V BATTERIES FOR ADMIN BLDG	280.44		280.44

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			BOLTS			
			CONCRETE MIX			
			DOOR BOTTOM			
73134	09-01-21	ROBERTO LOPEZ	R.LOPEZ MEALS/MILES REIMB.	375.32		375.32
73135	09-01-21	SOUTH COAST AIR QUALITY	ANNUAL FLAT EMISSIONS FEE	3,878.37		3,878.37
			ANNUAL ICE GENERATOR PERMIT			
			ANNUAL PERMIT - SEWAGE TREATMENT			
			FLAT FEE EMISSIONS PERMIT			
73136	09-01-21	STAPLES	OFFICE SUPPLIES	162.64		162.64
73137	09-01-21	OPERATIONAL TECHNICAL SERVICES	WW TEMP STAFFING	7,140.00		7,140.00
73138	09-01-21	TKE ENGINEERING, INC	CM & INSPECTION JUNE 2021	0.00	77,484.50	77,484.50
			CONSULTANT SERVICES			
			DESIGN SERVICES			
			JULY 2021 PROJECT MGMT			
			JUNE 2021 DESIGN SERVICES			
			JUNE 2021 PROJECT MGMT			
			PROJECT COORDINATION			
			RECORD RESEARCH/BASE DRAWINGS			
73139	09-01-21	TOM DODSON & ASSOCIATES	FINALIZE FINAL IS/MND	0.00	757.50	757.50
73140	09-01-21	USA BLUEBOOK	CONVECTION OVEN	4,115.06		4,115.06
			SAMPLE TESTS			
73141	09-01-21	WATERLINE TECHNOLOGIES INC.	7 DRUMS REFILLED	819.49		819.49
73142	09-01-21	XEROX CORPORATION	COPY EXPENSE	343.73		343.73
73142	09-29-21	XEROX CORPORATION	LOST IN MAIL	-343.73		-343.73
73143	09-10-21	ACWA-JPIA HEALTH BENEFITS AUTH.	OCT. 2021 - MEDICAL/VISION	85,514.07		85,514.07
73144	09-10-21	ALEXANDER NINE	A.NINE ONLINE TREATMENT COURSE	170.53		170.53
73145	09-10-21	APRIL LEE SCOTT	A.SCOTT CONFERENCE REIMB.	2,028.88		2,028.88
			A.SCOTT TUITION REIMBURSEMENT			
73146	09-10-21	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	861.96		861.96
73147	09-10-21	BABCOCK LABORATORIES, INC.	AUG.2021 TOTAL N TESTING	178.50		178.50
73148	09-10-21	CARL OTTESON'S CERTIFIED BACKFLOW	AUG.2021 BACKFLOW TESTS	5,940.00		5,940.00
73149	09-10-21	CARPI & CLAY. INC	AUG.2021 FEDERAL ADVOCACY	4,000.00		4,000.00
73150	09-10-21	CASEY DOLAN	DIGITAL AD MGMT	650.00		650.00
73151	09-10-21	COACHELLA VALLEY WATER DIST	1/3 COST SHARE FOR MC ALT. PLAN UPDATE	0.00	114,632.58	114,632.58
73152	09-10-21	CORINNE WEISS STRATEGIC COMMUNICATIONS	AUG.2021 WEBSITE COMM. SVC	825.00		825.00
73153	09-10-21	DANGELO COMPANY	108FT 12"DI PIPE, 12" FIELD LOCK	0.00	4,882.42	4,882.42
73154	09-10-21	DESERT VALLEY DISPOSAL, INC.	AUG SERVICE CHARGE	1,138.48		1,138.48
			AUG SERVICE CHARGE ADMIN			
73155	09-10-21	ENGINEERING RESOURCES OF	BACKUP GENERATOR	0.00	5,720.00	5,720.00
73156	09-10-21	FARMER BROS CO	ADMIN COFFEE	268.45		268.45
73157	09-10-21	FASTENAL COMPANY	SUPPLIES	160.12		160.12
73158	09-10-21	FERGUSON WATERWORKS #1083	FLEX COUPLINGS	1,495.87	4,459.77	5,955.64
			METER BOX LIDS			
73159	09-10-21	GLENN B. DORNING, INC.	SHIPPING/DELIVERY FOR TRACTOR PARTS	36.64		36.64
73160	09-10-21	LAYNE CHRISTENSEN COMPANY	WELL 42 CONSTRUCTION	0.00	398,712.81	398,712.81
73161	09-10-21	LUBRICATION ENGINEERS	2 5GAL PAILS 6404-PL MONOLEC OIL	1,126.16		1,126.16
			3CS MONOLEC ULTRA OIL 8800-CS 2 GAL CONT.			
73162	09-10-21	MANPOWER US INC.	ACCOUNTING TEMP	7,510.24		7,510.24

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			ACCOUNTING TEMP.			
			TEMP STAFFING - JACOB M.			
			TEMP STAFFING - OIT FOR JACOB MOSQUEDA			
73163	09-10-21	MATHESON TRI-GAS, INC	20BX 2XL NITRIL GLOVES	457.44		457.44
73164	09-10-21	MICHAEL BAKER INTERNATIONAL, INC.	CM & INSPECTION	0.00	170.00	170.00
73165	09-10-21	MUNICODE	CODIFICATION-LEGAL MANUSCRIPT	0.00	3,600.00	3,600.00
73166	09-10-21	O'REILLY AUTOMOTIVE, INC.	FINANCE-LAE PAYMENT CHARGES	128.14		128.14
			FLOORMATS, GAS CAN, DIESEL CAN			
73167	09-10-21	OPERATIONAL TECHNICAL SERVICES	TEMP WW STAFFING - DANIEL PADILLA	6,915.00		6,915.00
			TEMP WW STAFFING - TOM BROWN			
73168	09-10-21	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL	155.00		155.00
73169	09-10-21	PARKERS BUILDING SUPPLY	ADMIN LIGHT REPAIRS	83.53		83.53
			DRILL BITS FOR PLANT			
			MISC. ITEMS FOR PLANT			
			PVC PARTS			
			RADIO FUSES			
73170	09-10-21	PLUMBERS DEPOT INC	SUCTION HOSE	1,790.87		1,790.87
73171	09-10-21	POWERPLAN OIB	HYDRO VAC REPAIRS/SERVICE	6,176.55		6,176.55
73172	09-10-21	RED HAWK FENCE	AIRPORT FENCING PROJECT	0.00	60,026.44	60,026.44
73173	09-10-21	RTK REFRIGERATION	ICE MACHINE INSTALL	400.00		400.00
73174	09-10-21	STEPHEN ABLES	TURF REBATE - ABLES	1,300.00		1,300.00
73175	09-10-21	THE VAN DYKE CORPORATION	PROGRESS PAYMENT #5	0.00	428,691.35	428,691.35
			PROGRESS PAYMENT #6			
73176	09-10-21	TOPS N BARRICADES, INC	MEN WORKING SIGNS	1,431.04		1,431.04
			SIGNS & STANDS			
			WHITE/BLUE MARKING PAINT			
73177	09-10-21	WATERLINE TECHNOLOGIES INC.	3 DRUM REPLACED/FILLED	1,170.70		1,170.70
			7 DRUMS REFILLED #5549693			
73178	09-16-21	ACWA	N.WRIGHT REGISTRATION FEE	725.00		725.00
73179	09-16-21	AECOM TECHNICAL SERVICES INC.	REVISED PUMP SPECIFICATION	0.00	3,557.50	3,557.50
73180	09-16-21	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	215.04		215.04
73181	09-16-21	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	400.90		400.90
73182	09-16-21	B-81 PAVING INC	PAVING	33,664.50		33,664.50
73183	09-16-21	CASAMAR GROUP, LLC	CONSULTANT SERVICES AND GEN. ENG.	0.00	5,030.73	5,030.73
73184	09-16-21	CHIUNG CHUANG	ACCOUNT REFUND 12980 BEECH	82.00		82.00
73185	09-16-21	COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL SERVICES CLASS ACTION	3,351.50		3,351.50
73186	09-16-21	COVE ELECTRIC, INC.	AERATOR #4 NEW WIRING	3,111.50		3,111.50
73187	09-16-21	DESERT TIRE AND AUTO REPAIR	TIRE REPLACEMENT	186.03		186.03
73188	09-16-21	ENTERPRISE FM TRUST	MONTHLY LEASE RENTAL	10,218.43		10,218.43
73189	09-16-21	ENVIROGEN TECHNOLOGIES	URANIUM TREATMENT WELL 26A	3,938.37		3,938.37
73190	09-16-21	EXECUTIVE FACILITIES SERVICES, INC.	JANITORIAL SERVICE	3,464.58		3,464.58
			SEPT. CLEANING SERVICES			
73191	09-16-21	FERGUSON WATERWORKS #1083	METER LID AND BOX	10,630.18		10,630.18
73192	09-16-21	FRANCHISE TAX BOARD	GARNISHMENT PPE 09.03	549.91		549.91
73193	09-16-21	FRONTIER	ADMIN PHONE	597.94		597.94
73194	09-16-21	GERALDINE RUE	REFUND OF INCORRECTLY CHARGED APN	2,490.06		2,490.06
73195	09-16-21	GLENN B. DORNING, INC.	KUBOTA TRACTOR SERVICE	1,007.06		1,007.06
			SERVICE OF KUBOTA TRAILER			

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73196	09-16-21	HEITEC	STAKING & TOPO	0.00	12,320.00	12,320.00
73197	09-16-21	HOME DEPOT CRC PROGRAM	MISC. ITEMS	844.58		844.58
73198	09-16-21	INLAND WATER WORKS SUPPLY CO.	ADAPTORS	1,787.68		1,787.68
			ADPATORS			
			MUEL ADAPTOR			
73199	09-16-21	JENNIFER CHEN	METER INSTALL REFUND	5,037.40		5,037.40
73200	09-16-21	KAMAN INDUSTRIAL TECHNOLOGIES	AERATOR #3 REPLACEMENT BEARING	2,025.71		2,025.71
73201	09-16-21	LANDMARK CONSULTANTS, INC.	SOILS & COMPACTION	0.00	1,944.00	1,944.00
73202	09-16-21	MCMASTER-CARR	HORTON PLANT SUPPLIES	121.10		121.10
73203	09-16-21	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTANT SERVICES & GEN. ENG.	0.00	25,056.76	25,056.76
73204	09-16-21	ON POWER INDUSTRIES, LLC	INSPECTION LOAD TESTING	2,075.00		2,075.00
73205	09-16-21	OPERATIONAL TECHNICAL SERVICES	TEMP OPERATOR STAFFING	3,060.00		3,060.00
73206	09-16-21	PARKERS BUILDING SUPPLY	LIGHT BULBS	336.24		336.24
			MATERIAL FOR VALVE COLLARS			
			MISC. HARDWARE			
			TOOLS			
73207	09-16-21	PHILLIPS, FRACTOR & COMPANY, LLC	CONSULTING SERVICES	75.00		75.00
73208	09-16-21	POLYDYNE, INC.	2 TOTES POLYMER SLUDGE	5,899.72		5,899.72
73209	09-16-21	RAY LOPEZ ASSOCIATES	LANDSCAPE INSPECTIONS	2,065.00		2,065.00
73210	09-16-21	RIVERSIDE COUNTY CLERK/RECORDER	LIEN RELEASE	20.00		20.00
73211	09-16-21	RUSS MARTIN	R.MARTIN CONFERENCE REIMB.	652.70		652.70
			R.MARTIN MILEAGE			
73212	09-16-21	SCOTT GIBSON-BINGHAM	FINANCIAL ASSISTANCE SEWER LOAN	15,000.00		15,000.00
73213	09-16-21	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES WIRE	72,029.58		72,029.58
73214	09-16-21	SO CAL LAND MAINTENANCE, INC.	LANDSCAPING SERVICES	6,025.00		6,025.00
73215	09-16-21	SOUTHERN CALIFORNIA EDISON COMPANY	SCE LINE EXTENSION	0.00	272.80	272.80
73216	09-16-21	SOUTHERN CALIFORNIA FLEET SERVICES, INC.	FLEET REPAIRS	2,365.10		2,365.10
73217	09-16-21	STAPLES	OFFICE SUPPLIES	329.31		329.31
73218	09-16-21	SWRCB ACCOUNTING OFFICE	D.FRIEND D5 RENEWAL	105.00		105.00
73219	09-16-21	SYLVIA LAMORA	ACCOUNT REFUND 66191 7TH ST	80.71		80.71
73220	09-16-21	THE UPS STORE #5062	MCCROMETER SHIPPING CHARGE	58.40		58.40
			SHIPPING CHARGE			
73221	09-16-21	THOMAS HARPER	ACCOUNT REFUND 60651 PAINTED HILLS RD	73.89		73.89
73222	09-16-21	TIME WARNER CABLE	CABLE BILL	116.39		116.39
73223	09-16-21	TKE ENGINEERING, INC	DESIGN PP 55% COMPLETE	0.00	14,068.50	14,068.50
			DESIGN PP 61% COMPLETE			
			DESIGN PP 67%			
			DESIGN PP 72% COMPLETE			
			DESIGN PP 73% COMPLETE			
			DESIGN SERVICES			
73224	09-16-21	TOPS N BARRICADES, INC	MEN WORKING SIGNS	409.77		409.77
73225	09-16-21	TULE RANCH/MAGAN FARMS	AUG.2021 SLUDE HAULING	20,716.53		20,716.53
73226	09-16-21	UMETECH, INC.	AUG.2021 IT SERVICES	19,274.75	127.50	19,402.25
73227	09-16-21	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	394.28		394.28
73228	09-16-21	USA BLUEBOOK	LIQUID FILLED GAUGE	215.28		215.28
73229	09-16-21	VALLEY LOCK & SAFE	KEYS	258.29		258.29
			RESTOCK GATE OPENERS			
73230	09-16-21	VANESSA MILLER	ACCOUNT REFUND 66041 ACOMA AVE	20.31		20.31

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73231	09-16-21	WALLACE & ASSOCIATES CONSULTING, INC.	CM & INSPECTION JULY 2021	0.00	36,274.00	36,274.00
73232	09-16-21	WATERLINE TECHNOLOGIES INC.	15 DRUMS REFILLED	1,756.06		1,756.06
73233	09-21-21	ALBARO CORTES	ACCOUNT REFUND 62555 S STARCROSS DR	35.94		35.94
73234	09-21-21	ALICE FULLER	ACCOUNT REFUND 69421 MIDPARK	22.70		22.70
73235	09-21-21	BUILT RITE FENCE CO.	ACCOUNT REFUND GARNET AVE	770.11		770.11
73236	09-21-21	CARL REGISTER	ACCOUNT REFUND 15300 PALM DR #161	66.19		66.19
73237	09-21-21	COLIN DREW	ACCOUNT REFUND 9124 CALLE DE VECINOS	124.93		124.93
73238	09-21-21	COPPER HILL HOMES	ACCOUNT REFUND 9431 CLUBHOUSE	28.27		28.27
73239	09-21-21	DAISY MALDONADO	ACCOUNT REFUND 12727 UNITED RD	109.42		109.42
73240	09-21-21	DHS COMMUNITY OF CHRIST	ACCOUNT REFUND 66850 TWO BUNCH PALMS TRL	4.65		4.65
73241	09-21-21	DOTY BROS. EQUIPMENT CO.	ACCOUNT REFUND GARNET AVE EAST OF N. INDIAN CANYON	480.49		480.49
73242	09-21-21	DUNCAN REAL ESTATE GROUP,INC	ACCOUNT REFUND 64880 COCHRAN	45.30		45.30
73243	09-21-21	EARLE KIRKLAND	ACCOUNT REFUND 9122 SILVER STAR AVE	51.30		51.30
73244	09-21-21	FANCI PLUMMER	ACCOUNT REFUND 66080 2ND	45.00		45.00
73245	09-21-21	FANDANGO SOLAR PROTECTION LLC	ACCOUNT REFUND 13444 MESQUITE RD	14.40		14.40
73246	09-21-21	FRANK BARRENA	ACCOUNT REFUND 66934 CASA GRANDE DR	13.63		13.63
73247	09-21-21	GARY FRYDENLUND	ACCOUNT REFUND 64255 EAGLE MOUNTAIN AVE	32.01		32.01
73248	09-21-21	GEORGINA AGUIRRE	ACCOUNT REFUND 9180 CALLE ESCORIAL	11.88		11.88
73249	09-21-21	GILDARDO CAPISTRAN	ACCOUNT REFUND 64514 BRAEBURN AVE	80.00		80.00
73250	09-21-21	HENKELS & MCCOY	ACCOUNT REFUND MISSION LAKES	74.21		74.21
73251	09-21-21	JAMES C. PETERS	ACCOUNT REFUND 67715 SAN ANTONIO ST	43.37		43.37
73252	09-21-21	JANE ELLEN SHATZ	ACCOUNT REFUND 66885 IRONWOOD	80.00		80.00
73253	09-21-21	JAVIERA HERNANDEZ	ACCOUNT REFUND 9381 BLUE RIDGE ST	12.44		12.44
73254	09-21-21	JESSICA JIMENEZ	ACCOUNT REFUND 66948 BUENA VISTA AVE	28.06		28.06
73255	09-21-21	JESSE VELA	ACCOUNT REFUND 9023 SILVER STAR AVE	17.09		17.09
73256	09-21-21	JOHANNA FIGUEROA	ACCOUNT REFUND 66011 BUENA VISTA AVE	177.00		177.00
73257	09-21-21	JOHN/DEBI ARVOUX	ACCOUNT REFUND 66299 DESERT VIEW	40.00		40.00
73258	09-21-21	LENWOOD HOSPITALITY CENTER,LLC	ACCOUNT REFUND LITTLE MORONGO & TWO BUNCH PALMS	790.69		790.69
73259	09-21-21	MARCELL BALL	ACCOUNT REFUND 9377 EL MIRADOR BLVD	0.84		0.84
73260	09-21-21	MARINA ATLANTE	ACCOUNT REFUND 13635 AVE LA VISTA	37.12		37.12
73261	09-21-21	MARY-ELIZABETH RUBIN	ACCOUNT REFUND 66563 5TH	60.00		60.00
73262	09-21-21	MONICA JUSTICE	ACCOUNT REFUND 13237 VIA REAL	18.87		18.87
73263	09-21-21	ODALIS OCAMPO	ACCOUNT REFUND 66551 6TH ST	27.60		27.60
73264	09-21-21	PATRICE BIANCHI	ACCOUNT REFUND 16430 AVE GRACIA	355.22		355.22
73265	09-21-21	PATRICIA REYES	ACCOUNT REFUND 66775 FLORA AVE	17.61		17.61
73266	09-21-21	PAUL MAUDE	ACCOUNT REFUND 66325 AVE CADENA	82.61		82.61
73267	09-21-21	PROMINENT ESCROW SERVICES	ACCOUNT REFUND 13223 EL CAJON DR	42.97		42.97
73268	09-21-21	ROBERT BROTHERS	ACCOUNT REFUND 55455 SAN PIERRE	2.40		2.40
73269	09-21-21	ROSENTHAL & ASSOCIATES	ACCOUNT REFUND 65565 ACOMA AVE #128	2.29		2.29
73270	09-21-21	SAEID KOUHKAN	ACCOUNT REFUND 15300 PALM DR #179	14.99		14.99
73271	09-21-21	SHIRLEY R ROBLES	ACCOUNT REFUND 66202 6TH ST	30.87		30.87
73272	09-21-21	SHUNJI OZAKI	ACCOUNT REFUND 9889 SAN RAFAEL DR	19.75		19.75
73273	09-21-21	TRI STAR CONTRACTING II, INC	ACCOUNT REFUND 61065 PIERSON BLVD	566.97		566.97
73274	09-21-21	TRI STAR CONTRACTING, INC.	ACCOUNT REFUND PIERSON WEST OF SKYBOURNE	594.72		594.72
73275	09-21-21	VASILE IRIMESCU	ACCOUNT REFUND 66291 BUENA VISTA AVE	65.00		65.00
73276	09-21-21	WILLIAM J. DENNIS, JR	ACCOUNT REFUND 66183 2ND ST	14.67		14.67
73277	09-21-21	YONG TAI LIU	ACCOUNT REFUND 12720 EXCELSIOR ST	93.10		93.10
73278	09-30-21	AB FENCE COMPANY, INC.	GATE REPAIRS	1,499.00		1,499.00

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73279	09-30-21	ACWA	A.WALLUM - CONF. REG FEE	2,175.00		2,175.00
			R.DUNCAN REG. FEE			
			R.MARTIN - CONF. REG FEE			
73280	09-30-21	ADT COMMERCIAL LLC	ANNEX/ENG. MOD	1,989.00		1,989.00
73281	09-30-21	AIR & HOSE SOURCE INC.	REPLACEMENT HOSES	759.08		759.08
73282	09-30-21	ALMA DELIA URBINA JURADO	ACCOUNT REFUND 66146 1ST ST	52.35		52.35
73283	09-30-21	ALTISOURCE SINGLE FAMILY INC	ACCOUNT REFUND 9652 VALENCIA	69.55		69.55
73284	09-30-21	ANTHONY COLOROSSO	ACCOUNT REFUND 13792 OVERLOOK DR	10.37		10.37
73285	09-30-21	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	704.68		704.68
73286	09-30-21	BECK OIL, INC.	DIESEL	11,692.24		11,692.24
			UNLEADED GASOLINE			
73287	09-30-21	BRINKS INCORPORATED	MONTHLY SERVICES	169.95		169.95
73288	09-30-21	CAROL WISHART	ACCOUNT REFUND 15300 PALM #12	57.93		57.93
73289	09-30-21	CARRIE FASIL	ACCOUNT REFUND 65952 AVE LADERA	77.73		77.73
73290	09-30-21	CENTRALCORE REAL, LLC	ACCOUNT REFUND 9365 CALLE BARRANCA	13.63		13.63
73291	09-30-21	CHRISTOPHER SHANAHAN	C.SHANAHAN BOOT. REIMB.	184.86		184.86
73292	09-30-21	CHRISTOPHER JACOBSON	C.JACOBSON HEALTH/WELLNESS REIMBURSEMENT	80.00		80.00
73293	09-30-21	CITY OF DESERT HOT SPRINGS	JULY 2021 UUTAX	46,855.75		46,855.75
73294	09-30-21	CLINICAL LABORATORY OF SAN BERNARDINO	BOD5 TESTING	1,264.00		1,264.00
			LAB SERVICES			
73295	09-30-21	CORNELL GILLENWATER	ACCOUNT REFUND 66645 2ND ST	36.27		36.27
73296	09-30-21	CV STRATEGIES	AUGUST SOCIAL MEDIA	16,958.75		16,958.75
			VARIOUS PROJECTS			
			VIDEOS OUTREACH			
73297	09-30-21	CYPRESS DENTAL ADMINISTRATORS	OCT. 2021 DENTAL	4,298.13		4,298.13
73298	09-30-21	DAN MARSHALL ESTATE	ACCOUNT REFUND 64673 AUGUSTA	35.76		35.76
73299	09-30-21	DANGELO COMPANY	GATE VALVE	2,045.29		2,045.29
73300	09-30-21	DANIEL VALENCIA	ACCOUNT REFUND 15300 PALM #20	15.15		15.15
73301	09-30-21	DESERT TIRE AND AUTO REPAIR	UNIT 409 TIRES	953.39		953.39
73302	09-30-21	DESERT DUNES PROP. MGMT	ACCOUNT REFUND 13255 EL RIO LN	795.42		795.42
73303	09-30-21	DESERT PROMOTIONS	FLEXFIT MESH CAPS	378.45		378.45
73304	09-30-21	DONALD ANDERSON	ACCOUNT REFUND 15300 PALM DR #189	11.26		11.26
73305	09-30-21	DONIS MORGAN	ACCOUNT REFUND 66551 YUCCA DR	7.01		7.01
73306	09-30-21	DUNCAN GROUP	ACCOUNT REFUND 15300 PALM DR #143	18.64		18.64
73307	09-30-21	EISENHOWER MEDICAL ASSOCIATES INC,	PRE-EMPLOYMENT PHYSICAL	390.00		390.00
73308	09-30-21	ELFEGO PEREZ	ACCOUNT REFUND 16360 AVE MONTEFLORA	17.33		17.33
73309	09-30-21	ENGINEERING RESOURCES OF	BACKUP GENERATOR WLL SITES 27/31/32/37	0.00	18,049.50	18,049.50
73310	09-30-21	ENVIROLOGIC RESOURCES,INC.	APR.2021 MCSB ALT PLAN	0.00	17,162.50	17,162.50
			JUNE 2021 MCSB ALT PLAN			
			MARCH 2021 ALT PLAN			
			MAY 2021 MCSB ALT PLAN			
			PREP OF NETWORK PLAN			
			PREP OF NETWORK WORK PLAN			
73311	09-30-21	FRANCHISE TAX BOARD	GARNISHMENT PPE 09.17	0.08		0.08
73312	09-30-21	HARLAN/DELORES BURK	ACCOUNT REFUND 66195 S AGUA DULCE DR	42.67		42.67
73313	09-30-21	IMS CONSULTING AND EXPERT SERVICES,LLC.	LEGAL SERVICES	5,806.17		5,806.17
73314	09-30-21	INFOSEND INC	ANNUAL SEWER FEE LEVY	15,167.52		15,167.52
			MONTHLY BILLING			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
			MONTHLY BILLING SERVICE			
			MONTHLY SUPPORT FEES			
73315	09-30-21	INLAND WATER WORKS SUPPLY CO.	BALL VALVE	5,971.29		5,971.29
			BRASS SADDLE			
			MUELLER SADDLE			
73316	09-30-21	JOHN ANK	ACCOUNT REFUND 13063 CACTUS	16.36		16.36
73317	09-30-21	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	ADT SECURITY-HORTON PLANT	2,584.18		2,584.18
73318	09-30-21	JOSE LUIS LUCIO	ACCOUNT REFUND 66109 12TH ST	9.44		9.44
73319	09-30-21	JUAN & SAHILA SOTO SANTAELLA	ACCOUNT REFUND 66358 ESTRELLA	23.41		23.41
73320	09-30-21	KOFF & ASSOCIATES, INC.	MSWD - CLASS COMP	0.00	4,920.00	4,920.00
73321	09-30-21	KATHRYN HENSCHER	ACCOUNT REFUND 64978 RAY	43.62		43.62
73322	09-30-21	KEVIN WEILER	ACCOUNT REFUND 66865 SAN FELIPE	9.32		9.32
73323	09-30-21	KILLER BEE PEST CONTROL	BEE REMOVAL	65.00		65.00
73324	09-30-21	KMG INVESTMENTS	ACCOUNT REFUND 65911 6TH ST	40.00		40.00
73325	09-30-21	KRAIG WATKINS	ACCOUNT REFUND 9883 LA PALOMA	35.91		35.91
73326	09-30-21	KRISTEN OLINGER	ACCOUNT REFUND 12225 HIGHLAND AVE	130.64		130.64
73327	09-30-21	LANDMARK CONSULTANTS, INC.	SOILS & COMPACTION	0.00	907.20	907.20
73328	09-30-21	LAURA C KILLINGSWORTH	ACCOUNT REFUND 67834 NICOLE CT	12.55		12.55
73329	09-30-21	LAWYERS TITLE COMPANY	ACCOUNT REFUND 13128 QUINTA WAY	4.49		4.49
73330	09-30-21	LAWYERS TITLE COMPANY	ACCOUNT REFUND 66631 YUCCA	18.59		18.59
73331	09-30-21	LAYNE CHRISTENSEN COMPANY	PROGRESS PAYMENT #7	0.00	225,096.73	225,096.73
73332	09-30-21	LEE BOYER	L.BOYER BOOT REIMB.	96.96		96.96
73333	09-30-21	LEONARD ZUNIGA	ACCOUNT REFUND 65786 7TH ST	14.96		14.96
73334	09-30-21	LITIGATION SERVICES	VIDEO SERVICES DEPOSITION	1,455.75		1,455.75
73335	09-30-21	LOUIS ALEXANDER PEREZ	TOILET REBATE	200.00		200.00
73336	09-30-21	MANPOWER US INC.	ACCOUNTING TEMP.	13,419.73		13,419.73
			CREDIT FOR OVERCHARGE			
			STAFFING SERVICES			
			WEBSITE COM			
			WEBSITE COM STAFFING			
			WESBITE COM.			
			WW TEMP STAFFING			
73337	09-30-21	MARIELA VEGA	ACCOUNT REFUND 16475 AVE MONTEFLORA	26.45		26.45
73338	09-30-21	MARIA DE LOURDES CARACOZA	ACCOUNT REFUND 13671 CIELO AZUL WAY	24.98		24.98
73339	09-30-21	MIKE/SHARON CUNNINGHAM	ACCOUNT REFUND 65565 ACOMA AVE #109	51.00		51.00
73340	09-30-21	MODERN DEVELOPMENT LLC	ACCOUNT REFUND 13500 LITTLE MORONGO RD	47.02		47.02
73341	09-30-21	O'REILLY AUTOMOTIVE,INC.	CORE RETURN	468.93		468.93
			REPLACEMENT BATTERIES HORTON PLANT			
73342	09-30-21	OPERATIONAL TECHNICAL SERVICES	WW TEMP STAFFING	3,739.15		3,739.15
73343	09-30-21	PARKERS BUILDING SUPPLY	FISH TAPE FOR UNIT 410	112.59		112.59
			HOSE NOZZLES			
			PVC MATERIALS			
			REPLACEMENT LIGHT ADMIN			
			SCRAPER W/BLADE			
73344	09-30-21	PLANIT REPROGRAPHICS	PRINTS AND SCANS	27.00		27.00
73345	09-30-21	QUADIENT FINANCE USA, INC.	POSTAGE REPLENISHMENT	500.00		500.00
73346	09-30-21	QWEST ENGINEERING, INC.	ACCOUNT REFUND PARK LN	418.66		418.66
73347	09-30-21	RIVERSIDE COUNTY CLERK/RECORDER	LIEN RELEASE FEE	180.00		180.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
73348	09-30-21	ROB KLINGSEIS	ACCOUNT REFUND 64946 BARNES CT	25.75		25.75
73349	09-30-21	ROLANDO JIMENEZ	R.JIMENEZ BOOT REIMB.	296.00		296.00
73350	09-30-21	RUBEN QUINONES	ACCOUNT REFUND 64038 DORAL DR	26.97		26.97
73351	09-30-21	RUDOLPH JENNS	ACCOUNT REFUND 64497 BRAEBURN AVE	106.42		106.42
73352	09-30-21	RUHNAU CLARKE ARCHITECTS	MSWD CRITICAL SVCS CENTER	0.00	4,836.00	4,836.00
73353	09-30-21	RUSS MARTIN	R.MARTIN URBAN WATER REIMB.	112.00		112.00
73354	09-30-21	SCOTT GORDON	ACCOUNT REFUND 13625 INAJA	13.13		13.13
73355	09-30-21	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL DESERT CREST/DILLON/HORTON ELECTRIC WELL25/WELL25A/WOODBRIDGE	24,907.18		24,907.18
73356	09-30-21	SOUTHERN CALIFORNIA FLEET SERVICES, INC.	FLEET REPAIRS	988.44		988.44
73357	09-30-21	STAPLES	OFFICE SUPPLIES	175.81		175.81
73358	09-30-21	SWRCB ACCOUNTING OFFICE	J.GONZALEZ D1 RENEWAL	70.00		70.00
73359	09-30-21	STEVEN ANGUIANO	ACCOUNT REFUND 64060 HARVEST MOON	27.90		27.90
73360	09-30-21	STRATEGY 7 CORPORATION	2022 UNIDATA MAINTENANCE	3,600.00		3,600.00
73361	09-30-21	T & T MARKETING CONCEPTS CORP	ACCOUNT REFUND 64769 PINEHURST CIR	26.98		26.98
73362	09-30-21	T4 SPATIAL, LLC	OCT.21 CCTV STORAGE	1,250.00		1,250.00
73363	09-30-21	TANISHA MICHEL	ACCOUNT REFUND 65884 AVE DORADO	45.00		45.00
73364	09-30-21	THE LINCOLN NATL. LIFE INS. CO.	OCT. 2021 LIFE INS/LTD	2,913.51		2,913.51
73365	09-30-21	THE DESERT SUN	ANNUAL SUBSCRIPTION	632.45		632.45
73366	09-30-21	TKE ENGINEERING, INC	CM & INSPECTION CONSULTANT SERVICES	5,562.50	6,512.50	12,075.00
73367	09-30-21	TUYET CAO	ACCOUNT REFUND 66164 3RD	149.54		149.54
73368	09-30-21	UMETECH, INC.	SENTINAL ONE ANTIVIRUS SUB.	6,399.00		6,399.00
73369	09-30-21	UNITED WAY OF THE DESERT	UNITED WAY FUNDS REPLENISHMENT	5,000.00		5,000.00
73370	09-30-21	USA-FACT INC	M.CHAMPION BACKGROUND CHECK	20.33		20.33
73371	09-30-21	VERIZON WIRELESS	AUG. VERIZON BILL	3,846.32		3,846.32
73372	09-30-21	VICTORIA CORDOVA	ACCOUNT REFUND 67822 PEQUENA DR	37.94		37.94
73373	09-30-21	WATERLINE TECHNOLOGIES INC.	9 DRUMS REFILLED	1,053.63		1,053.63
73374	09-30-21	WILLIAM MONTGOMERY	ACCOUNT REFUND 69440 CRESTVIEW	42.57		42.57
73375	09-30-21	XEROX CORPORATION	COPY EXPENSE	343.73		343.73
9995809	09-10-21	WELLS FARGO BANK	AUTO DEP PPE 09-03	103,467.00		103,467.00
9995810	09-10-21	WELLS FARGO BANK	FED TAX DEP 0903	46,388.42		46,388.42
9995811	09-10-21	STATE OF CA EDD	STATE DEP TAX PPE 09-03	8,621.74		8,621.74
9995812	09-02-21	CITY NATIONAL BANK	LOAN INTEREST/CURRENT PAYMENT	45,922.74		45,922.74
9995813	09-14-21	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 09/03	8,345.29		8,345.29
9995814	09-14-21	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 08/20	27,877.69		27,877.69
9995910	09-16-21	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	2-PERS PPE 09/03	27,544.27		27,544.27
9995912	09-01-21	STATE OF CA EDD	EDD QTR 3 2021 PENALTY	54.96		54.96
9996001	09-21-21	CITY NATIONAL BANK	LOAN INREREST/CURRENT PAYMENT	145,000.00		145,000.00
9996003	09-24-21	WELLS FARGO BANK	AUTO DEP. PPE 09/17	114,069.08		114,069.08
9996006	09-27-21	WELLS FARGO BANK	FED TAX DEP PPE 09/17	44,396.79		44,396.79
9996007	09-27-21	STATE OF CA EDD	STATE TAX DEP PPE 09/17	9,078.65		9,078.65
9996106	09-28-21	LINCOLN NATIONAL LIFE INS CO	DEF COM PPE 9/28	8,046.37		8,046.37
9996108	09-28-21	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 09/17	28,103.43		28,103.43
PR091021	09-10-21	EMPLOYEES	PAPER PAYROLL CHECKS	0.58		0.58
PR092421	09-24-21	EMPLOYEES	PAPER PAYROLL CHECKS	0.00		0.00
			CURRENT CHECK TOTAL	1,231,299.0	1,488,711.9	2,720,011.0

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
TOTAL				1,231,299.08	1,488,711.99	2,720,011.07
303 records listed						

AGENDA STAFF REPORT

MEETING NAME: Regular Board Meeting
MEETING DATE(S): October 14 & 18, 2021
FROM: Brian Macy – Assistant General Manager



FOR: ACTION X DIRECTION INFORMATION

LETTER AGREEMENT TO TOLL ENFORCEMENT OF DEVELOPER'S OBLIGATION TO CONSTRUCT CERTAIN IMPROVEMENTS BETWEEN SKYBORNE VENTURES, LLC, AND MISSION SPRINGS WATER DISTRICT

STAFF RECOMMENDATION

Authorize the General Manager to execute the Letter of Agreement between Skyborne Ventures, LLC, and Mission Springs Water District to toll enforcement of Developer's obligation to construct certain improvements as set forth in the Second Amendment until the earlier of (i) December 15, 2021, and (ii) recordation of a Third Amendment to the Agreement in the Official Records of Riverside County.

SUMMARY

Developer and District are in the process of negotiating a third amendment to the Original Agreement (dated as of August 30, 2006, and recorded October 25, 2006, as Document No. 2006-0784841) and desire to toll certain deadlines provided for in the Agreement during the period of time the parties are engaged in such negotiations. The Original Agreement has been amended on two (2) separate occasions. The First Amendment occurred on March 27, 2007, and was recorded March 29, 2007, as Document No. 2007-0213347. A Second Amendment occurred on March 18, 2015, and recorded August 22, 2016 as Document No. 2016-0358292, by and among Skyborne Ventures, LLC, as successor in interest to Western Pacific Housing, Inc., and Mission Springs Water District. Nothing in this letter agreement obligates the District to enter into further agreements or extensions of time if a third amendment to the Agreement has not been approved by the District and recorded on or prior to December 15, 2021.

ANALYSIS

This agreement was drafted, reviewed, and edited by both legal counsels of Skyborne Ventures, LLC, and Mission Springs Water District.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

There is no fiscal impact to the District at this time as the action is an extension of time to allow the negotiation, execution, and recording of a third amendment.

ATTACHMENTS

Public Water System Improvement and Water Service Connection Fee Credit/Reimbursement Agreement between Skyborne Ventures, LLC, and Mission Springs Water District

October 12, 2021~~October 11, 2021~~

VIA ELECTRONIC MAIL ONLY

Arden Wallum, General Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
awallum@mswd.org

Brian Macy, Assistant General Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
bmacy@mswd.org

Re: Public Water System Improvement and Water Service Connection Fee
Credit/Reimbursement Agreement

Dear Mr. Wallum and Mr. Macy:

Reference is hereby made to that certain Public Water System Improvement and Water Service Connection Fee Credit/Reimbursement Agreement dated as of August 30, 2006 and recorded October 25, 2006 as Document No. 2006-0784841 (the “**Original Agreement**”), as amended by that certain First Amendment to Public Water System Improvement and Water Service Connection Fee Credit/Reimbursement Agreement dated March 27, 2007 and recorded March 29, 2007 as Document No. 2007-0213347 (the “**First Amendment**”) and as amended by that certain Second Amendment to Public Water System Improvement and Water Service Connection Fee Credit/Reimbursement Agreement dated March 18, 2015 and recorded August 22, 2016 as Document No. 2016-0358292 (the “**Second Amendment**”, and collectively with the Original Agreement and First Amendment, the “**Agreement**”), by and among Skyborne Ventures, LLC, as successor in interest to Western Pacific Housing, Inc. (“**Developer**”), and Mission Springs Water District, a county water district and public agency of the State of California (“**District**”). This letter agreement (“letter agreement”) will confirm the terms of the Agreement, and the amendment as set forth herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Developer and District are in the process of negotiating a third amendment to the Agreement and desire to toll certain deadlines provided for in the Agreement during the period of time the parties are engaged in such negotiations. More specifically, District agrees to toll enforcement of Developer’s obligation to construct certain improvements as set forth in Paragraph 5.1 (b) of the Second Amendment until the earlier of (i) December 15, 2021, and (ii) recordation of a third amendment to the Agreement in the Official Records of Riverside County. Nothing in this letter agreement obligates the District to enter into further agreements or extensions of time if a third amendment to the Agreement has not been approved by the District and recorded on or prior to December 15, 2021. More specifically, the failure of Developer to timely complete construction, the equipping and connection of Well 35-C (or the Alternative Well if agreed to in writing by the Parties), and the Intertie and the permanent standby filter system and protective

structure, by December 15, 2021, shall constitute a default under the Agreement and this letter agreement.

If the foregoing correctly reflects the agreement of the parties, please so acknowledge by signing this letter and return it to Seller.

Sincerely yours,

SKYBORNE VENTURES, LLC, a California limited liability company

By: _____

Name: _____

Title: _____

We acknowledge receipt and acceptance of the foregoing Letter Agreement and agree to act strictly in accordance with the same.

MSWD:

MISSION SPRINGS WATER DISTRICT

By: _____

Name: _____

Title: _____

AGENDA REPORT

REGULAR BOARD MEETINGS OCTOBER 14 & 18, 2021 UPCOMING EVENTS REQUIRING BOARD APPROVAL AND DIRECTOR REPORTS

UPCOMING EVENTS OF INTEREST

In accordance with Resolution 2009-2, attendance by a Director at any event not listed on the Board Affiliations List as adopted, may be approved by the Board of Directors as District service, and compensated accordingly.

Date	Event	Confirmed Attendees

OTHER MEETINGS ATTENDED (no daily stipend was claimed)

Date	Event	Attendees
9/10/2021	GCVCC ALL VALLEY MAYORS LUNCHEON	MARTIN
9/14/2021	DHS PLANNING COMMISSION MEETING	MARTIN
9/16/2021	DVBA NETWORKING NIGHT	MARTIN
9/16/2021	COUNTYWIDE OVERSIGHT BOARD MEETING	MARTIN
9/22/2021	TRIBAL AUTHORITY BOARD MEETING	MARTIN

DIRECTOR REPORTS

(Per GC 53232.3(d) brief reports on meetings attended for which a daily stipend was claimed)

Date	Event	Attendees
9/7/2021	DHS CITY COUNCIL MEETING	MARTIN
9/8-9/9/2021	URBAN WATER INSTITUTE CONFERENCE	MARTIN, DUNCAN
9/9/2021	CVAG – E&E MEETING	WRIGHT
9/10/2021	GCVCC ALL VALLEY MAYORS LUNCHEON	SEWELL
9/14/2021	RIVERSIDE COUNTY BOARD OF SUPERVISORS MEETING	MARTIN
9/15/2021	DVBA PUBLIC WORKS LUNCHEON	MARTIN
9/21/2021	DHS CITY COUNCIL MEETING	MARTIN
9/21/2021	DWA BOARD MEETING	DUNCAN
9/22/2021	ACWA GROUNDWATER COMMITTEE MEETING	WRIGHT
9/28/2021	RIVERSIDE COUNTY BOARD OF SUPERVISORS MEETING	MARTIN
9/28/2021	CVWD BOARD MEETING	DUNCAN

**ACWA Groundwater Committee
Meeting Recap
Wednesday, September 22, 2021**

Chair: John Woodling
Vice Chair: Michael Markus
ACWA Liaison: Soren Nelson
ACWA Analyst: Meghan Cook

Groundwater Committee Members: Log in to your [ACWA.com account](#) to access presentation materials archived on the [Groundwater Committee webpage](#).

Agenda: Link

Department of Water Resources Update (DWR SGMO Team)
(See slides for more details)

Paul Gosselin introduced himself as the new Deputy Director for Statewide Groundwater Management and gave a brief update on the state of groundwater during the drought.

Steven Springhorn gave an update on CalGroundWater (CalGW) 2020. There is a highlights document that summarizes key findings and recommendations. There is also a statewide report. The data cutoff for the report was the end of 2018, which leaves a latency gap. There is also a web app called California's Groundwater Live (CalGW Live), which is meant to address that gap between the 5 year updates on the report.

Steven reminded the committee that DWR is currently collecting fall groundwater level measurements from agencies and seeks to complete this around mid-October. There are upcoming workshops to help transition data from CASGEM to SGMA Groundwater Monitoring.

Steven gave a brief explainer on GSPs as a foundation for accounting, allocations, and trading. The three main areas they are tracking are: the EDF/CA Water Data Consortium effort, internal DWR effort to continue water budget handbook, and working with CWC on trading efforts.

Craig Altare updated on June GSP decision releases. Other critically overdrafted basins will receive decisions through January 2022. Others are submitting first plans by January 2022. DWR will host a webinar in late October on submitting GSPs via the SGMA Portal.

Keith Wallace gave a presentation on DWR funding efforts. (See slides).

Melissa Sparks-Kranz discussed Action 11 from the April 21, 2021 Executive Drought Proclamation. Their office is collaborating with the SWRCB to work on this. Melissa went over

ACWA Groundwater Committee
Meeting Recap
September 2021

DWR's public engagement process thus far. DWR released a draft document on September 8th. They are now taking public comment on the document.

Q&A

Question: Do you see potential funding for the next round of GSPs?

Answer: The budget language still allows for planning funding, and that can include GSP updates.

State Water Resources Control Board Update: (Natalie Stork, Chief, Groundwater Management Program)

Natalie gave a brief update on their role assisting DWR with GSP reviews and providing input on GSP decisions.

California Water Commission Update (Laura Jensen, Assistant Executive Officer) (See slides for more details)

Laura provided an update on in-basin groundwater trading. CWC's role is to hold public conversations, particularly with vulnerable users. This will feed into a multi-agency whitepaper that considers the role of the state in groundwater trading and explores the characteristics of well-managed trading. The white paper will be released in March of 2022.

CWC is currently seeking feedback on points of divergence, particularly around best practices. What information can the state offer that would be helpful? What areas should the state weigh in on? In what ways should trading occur?

Committee comment: Land use is a big question. When water allocations are uncertain into the future, it makes planning difficult. When agricultural land must come out of production, it must stay fallowed and weed free to avoid evapotranspiration (ET) that would be detected by satellite or other measurements used for regulation. Habitat restoration will have ET, and this must be addressed.

Groundwater Policy Principles Update (Michael Marcus, Vice Chair)

The new ACWA Groundwater Policy Principles were finalized in August and are available at <https://www.acwa.com/resources/acwa-groundwater-management-policy-principles/>.

Legislative Issue Subcommittee Update (Anjannette Shadley)

No Update

ACWA Groundwater Committee
Meeting Recap
September 2021

SGMA Implementation Subcommittee Update (Trevor Joseph)

The subcommittee has been meeting to identify issues and challenges, as well as lessons learned and best management practices, on GSP development and implementation. The subcommittee is exploring ways to strengthen the relationship with DWR and SWRCB and have them join some of these meetings to help interpret or explain some of the requirements.

Groundwater Quality Subcommittee Update (Greg Woodside)

Greg reported that Lisa Porta gave a talk on water quality management in GSPs at the last meeting. The subcommittee has reviewed two recently released reports on groundwater quality.

ACWA Committee Appointment Process for 2022-23 (Petra Rice, ACWA)

The committee appointment process for 2022-23 is under way. Your ACWA committee appointment is NOT automatically renewed. Submit your application to ACWA by September 30. You can find the form at <https://www.acwa.com/wp-content/uploads/2021/08/Composition-and-Consideration-Form.pdf>.

ACWA Federal Issues Update (David Reynolds, ACWA)

Senate bipartisan infrastructure bill: A contingent of moderates have convinced Speaker Pelosi to guarantee a vote on the bill by a specified date. The reconciliation bill is likely slipping into October, as there is deep division among Democrats on the bill. There is funding for groundwater storage, including a small grants program and an aging infrastructure account.

Democrats are also pushing a continuing resolution to keep the government open until December 3rd to avoid a September 30th shutdown. The parties are bickering over raising the debt ceiling.

ACWA State Legislation Update (Kristopher Anderson, ACWA)

Bills are now at the Governor's desk and we are waiting for his signature.

ACWA has supported AB 252, sponsored by Environmental Defense Fund (EDF) that would create a grant program to support repurposing of agricultural lands fallowed as a result of SGMA implementation. This program was instead folded into a budget bill that has passed. EDF will likely continue to seek more funding for the program.

AB 350, sponsored by American Farmland Trust, was made a 2 year bill, and will come back next year. The bill would have created a technical assistant program to support landowners in reducing groundwater use or apply for funding to reduce use.

ACWA Conference Update (Melanie Medina, ACWA)

ACWA Groundwater Committee
Meeting Recap
September 2021

The 2021 Fall Conference will be an in-person conference in Pasadena and the groundwater committee will meet in person during the conference. Online registration is available until November 19. Click [here](#) to register. There will also be a virtual option to join the conference.

ACWA Presidential Election: ACWA staff will ask the board to approve the use of a virtual voting system in addition to the required in-person voting. An announcement will come out after the board makes a decision.

Question: Is there a cap on in-person registration? Answer: No, there is no maximum. The number set by the state before proof of vaccination or negative COVID test is required is 1,000 people.

Update on GRA's Strategic Plan, Initiatives, and Events (Abigail Madrone, Groundwater Resources Association)

(See slides for more details)

Abigail provided an introduction to the mission and role of GRA. GRA is a volunteer led organization that supports state and professional association partners. She encouraged ACWA members to join GRA as volunteers.



General Manager's Report October 2021



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ADMINISTRATION

Accounting Department

The Accounting Department continues to work with its vendors to complete the yearly and necessary tasks to meet State and Federal reporting requirements and the strategic goals established by the Mission Springs Water District Board of Directors (Board). Below are project highlights and summaries for the previous month:

Budget Items

Total cash receipts for the month of September amounted to \$1,550,888. Receipts consisted primarily of customer bill payments and new service connection fees. The District received notification from Southern California Edison that a credit check in the amount of approximately \$330K will be received in the next 60 days.

Cash Disbursements for September amounted to \$2,720,011 with the largest payments going to:

- The Van Dyke Corp – \$428,691.35
- Layne Christensen Company – \$398,712.81
- Coachella Valley Water District – \$103,467.00
- City National Bank – \$145,000.00
- Layne Christensen Company – \$225,096.73
- Payroll – \$331,206.00

Delinquent Account Amount Information sent to California State Water Resources Control Board

On September 21, 2021, California State Water Resources Control Board adopted the California Water and Wastewater Arrearage Payment Program (Arrearage Payment Program). As part of the Arrearage Payment Program, District staff sent a variety of information to the State as required. A summary of the account information which was provided is below.

- Total number of Residential connections of 9,795.
- Total number of Non-Residential connections of 540
- Total number of Commercial Non-Residential connections of 347
- Total outstanding uncollected Residential bills of \$909,419.39
- Total outstanding uncollected late fees for Residential bills of \$914,450.52
- Total outstanding uncollected Commercial Non-Residential bills of \$199,236.53

Customer Service Department

Continued overview of Lobby closure and COVID-19 response

With the customer lobby access still closed to the public, MSWD Customer Service Representatives continue to assist our customers with minimal disruption. We feel comfortable remaining closed if needed due to COVID-19, customers have adapted, and we are assisting in creative ways if needed if the customer does not have internet access.

- If customer states they have been out of work due to COVID-19 we will remove late charges, and as with all customers create extensions and payment plans.
- All Customer Service staff is working in office with distancing.
- All Field Service Technicians are working to serve customers in individual trucks.
- Applications available on MSWD.org
- Mailing paper applications to customers that are unable or uncomfortable with online processes.

Ways to pay bills during lobby closure

- Customer can drop payments (check or money order) in the drop box
- Customers can pay at 7-11 in DHS, Walmart and must have their bills present
- Payment Portal on MSWD.org
- Customers can call in and pay through the IVR system
- Paypal option through Paymentus

Disconnections due to Non-Payment

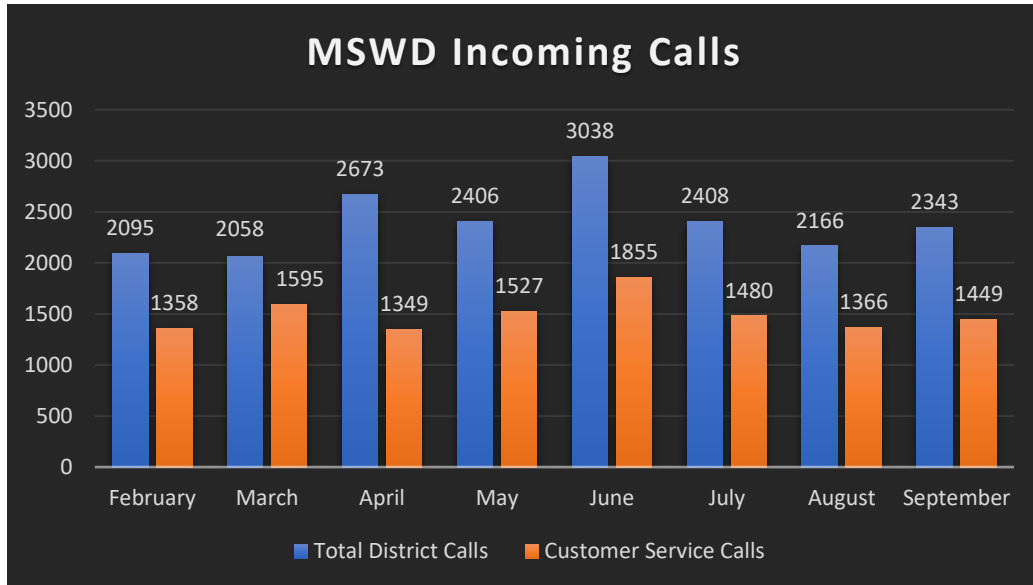
Governor Newsom recently signed Senate Bill 155 (SB 155) in law which extended the moratorium on termination of water service to residences and critical infrastructure sector small businesses until December 31, 2021, and possibly longer depending on whether and when a customer has been offered a payment plan related to the Arrearage Payment Program. As such, MSWD continues its efforts in working with and tracking those customers who have been the most impacted by the COVID-19 pandemic. The moratorium in SB 155 applies to:

- Every community water system, regardless of participation in the Arrearage Payment Program;
- All delinquent payments, regardless of when the delinquency occurred; and
- All classes of customers (not just residential customers and small businesses in critical infrastructure sectors, as under the governor's executive order).

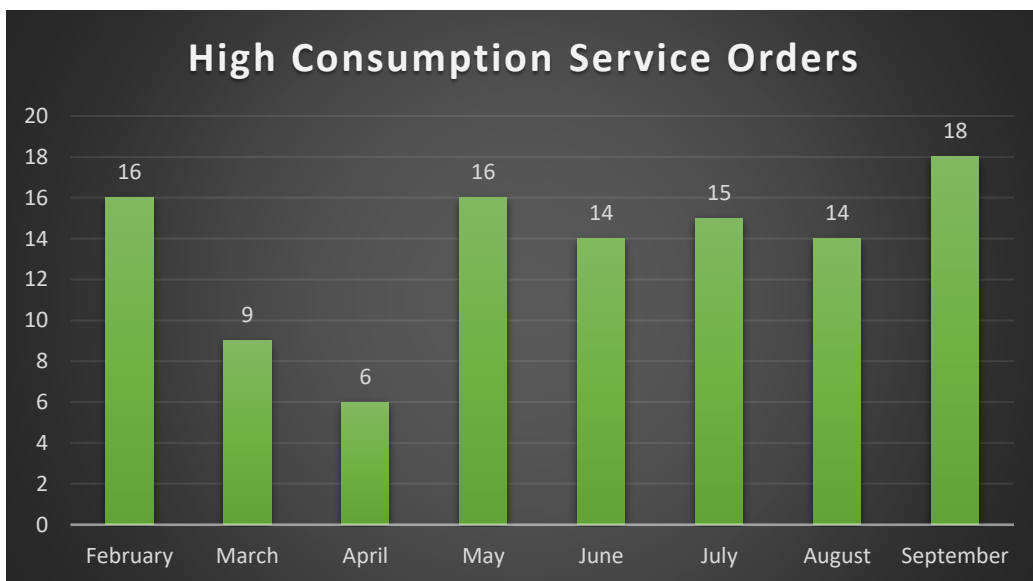
MSWD is actively participating in the Arrearage Payment Program and expect the first payments to the District in November. Staff will then work with Riverside County to credit those accounts which were placed as a lien on the property taxes.

Calls into the Customer Service Department

Customer service calls continue to be fairly level and significantly lower than our monthly highs in July and August 2020. Many calls are for payment extensions, late fee removal requests, lien release requests, new property start/stop service. The chart below represents MSWD incoming calls and those received by the Customer Service staff.



Similarly, we continue to see a decline in the high consumption service calls from the highs at the end of 2020. These service calls typically include reviewing the customers consumption history, usage alerts, and/or limited site investigations.



Purchasing Department

The Purchasing Department Staff continues provide sanitization supplies to ensure wipes, hand sanitizer, disinfectants are available to all District buildings, and vehicles for the safety of the staff.

Price increases and supply chain issues have begun to surface within our industry. Specifically, PVC pipe and fittings, ductile iron pipe and fittings, restraints, hydrants, and valves, as well as many other products, are experiencing significant shortages that

could lead to extended lead times. Along with these supply chain problems, pricing continues to escalate. These problems exist with both domestic and import materials. We will continue to monitor the situation and bring any supply issues or substantial pricing increases to the Board immediately.



ENGINEERING AND OPERATIONS

Engineering Department

Below is a list of Capital Projects and status updates.

Well 42 Project

The contractor, Layne Christensen Company, completed well development activities, including installation of the pump development, step testing, constant rate testing, and well recovery. Construction will likely be on-hold for several more weeks while the equipment submittals are processed and the equipment is ordered, fabricated, and delivered to the site for construction and installation.



Desert Willows Community Water Line Replacement

Van Dyke Corporation has completed construction and Staff is working toward project closeout. The Notice of Completion will be presented for acceptance at the November Board of Directors meeting.

AD-18 – GQPP Sewer Project Areas “H” & “I”

Staff and consultant (TKE) continued coordination with one property owner regarding a required pipeline/utility easement. A revised sewer alignment was prepared and is circulating for approval. Staff expects approval of the revised alignment in the coming weeks and proceeding with formal easement documents and appraisal. Staff has placed the final design on hold until the easement is finalized as it will impact the final design.

Water System and Wastewater System Comprehensive Master Plan Update

The consultant (Michael Baker International) began preparing the model for the water and sewer system. Staff met with the consultant to review the GIS based model and prepare for field calibration testing in October.



Horton Odor Control Project

Staff and construction manager consultant (Michael Baker International) are continuing to process material submittals. Material deliveries are expected in October allowing active construction to commence. Unless unforeseen material deliveries are encountered project is scheduled for completion November 11.

Backup Generators for Well Sites 27-31, 32 and 37 Projects

Consultants are working on final specifications. Staff is reviewing the most beneficial locations for fixed and portable generator locations prior to advertising for project bids.



Horton Effluent Filtration System

The design consultant (TKE Engineering) completed the 90% design and submitted it to the staff for the next round of plan review.

Well 22 Rehabilitation

The design consultant (TKE Engineering) is preparing the 90% design, specifications, and engineers estimate. Staff expects the 90% design to be submitted in October for plan review.

AD-18 GQPP Sewer Project Area "D3-1"

Due to current construction costs, the project is on-hold, with the intent to repurpose the grant funding to the GQPP Area M2 project in the coming months.

On-Call General Engineering Services

Utilizing the Inspections and Plan Check On-Call Services contracts, Murow Development Consultants and Heitec are performing construction inspection and plan check services for the District.



Operations & Maintenance

Construction & Maintenance

Construction & Maintenance Staff (C&M) completed approximately 318 water line location requests in September. Staff continues to use iPads with the GeoViewer Mobile app to streamline and manage line locations. C&M also replaced 24 water services and repaired 29 service line leaks and 7 main line leaks in the month of September. Approximately 108,855 gallons of water loss was recorded due to water leaks this month.



Staff continues to implement the maintenance programs, which consist of ground valves, blow-offs, Cla-Val valves, and fire hydrants. There were 112 water valves exercised, 49 fire hydrants flushed, and 19 new water services were installed in September. A total of 51 work orders were processed using the CMMS module.

Fleet and Facility Maintenance

All District buildings continue to be cleaned and disinfected weekly, Tuesday through Friday, by our janitorial company. Disinfection is completed four times a week and janitorial services are completed twice a week. Building maintenance continues at District facilities such as the Administration Building and Corp Yard. Maintenance includes testing standby generators plumbing repairs, light replacements, smoke detector battery replacements, fire extinguishers inspected, and flagpole repairs.

The District continues to utilize Southern California Fleet Services for maintenance and repairs of District vehicles and equipment. Below is a listing of services provided in September;

- Units 380, 384,397 and 388 were all serviced
- Unit 418 and 414 received routine service
- A fuel leak was repaired on unit 397
- The boom hoist on unit 391 was repaired due to an electrical issue
- BIT inspections on commercial vehicles were completed
- Battery was replaced on unit 323
- Three Ford Explorer recalls were addressed by the dealer

Collections

No Sanitary Sewer Overflows occurred in the collection system with no problems at the Dos Palmas Lift Station. The operators continued to visit the site each day to check proper pump operation, ensure the SCADA system is working properly, and checking site security.

Approximately 9.98 miles of sewer mainline was cleaned in the Dos Palmas service area. This included 220 segments of 8" VCP sewer pipe. The community of Eagle Point, Pierson Ave., the 8th Street easement from Little Morongo to Cholla and West Drive were cleaned, as the collection crew worked towards the Northeast portion of the sewer system.



Wastewater

Staff spent a combined 660-man hours performing routine plant maintenance, equipment maintenance and plant operations at the Horton and Desert Crest plants. Also during this timeframe, staff spent 200-man hours operating the sludge belt filter press, filling and removing 15 trailers of sludge from the Horton and Desert Crest Plants.

The following table shows the average daily flow and peak daily flow for the Horton and Desert Crest Plants.

WASTEWATER FLOW MGD				
2021/22	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.987088	2.104457	0.042128	0.058130
Aug.	2.059728	2.224424	0.052436	0.064940
Sep.	2.061448	2.234327	0.049729	0.066370
Oct.				
Nov.				
Dec.				
Jan.				
Feb.				
Mar.				
Apr.				
May				
June				

Additional wastewater flow information is provided in Appendix C.

Staff collected 32 samples and spent 48-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Both plants are producing an effluent that meets the District's discharge requirement.

Staff continues to pull the influent pumps due to ragging of "flushable wipes" as needed on a weekly basis, including weekends. Pumping GPM and Hz on the pumps are checked daily to ensure pumps do not need to be pulled out more frequently.

On August 13, 2021, the Colorado Basin Regional Water Quality Control Board requested the District complete a Form 200 to update our waste discharge requirements for the Horton WWTP. The Form 200 will update and include the addition of the new odor control system (currently under construction), the replacement of the current influent pumps to new chopper pumps, the addition of ponds one, two, and three, and the effluent cloth filters which is currently under design amongst a few other clean up items in the permit. Due to the extent of the documentation requested by the Form 220, the District formally requested an extension from the Regional Water Quality Board. The extension was granted, and the revised deadline is October 25, 2021. This extension allows staff to complete the required CEQA documents and finalize information to provide to the State.

The Regional Water Board (Jose Cortez) visited the Horton WWTP on September 24, 2021 and toured the facility. Mr. Cortez spoke with staff, checked certifications, discussed the spill that occurred in October of 2020 and drove the path of the spill. Danny Friend and Bassam Alzammar were present for the tour. Andy Grunnet took the lead on the tour and provided all information requested.

Maintenance efforts at the Horton Plant included having All Valley Crane and JWC Environmental onsite to assist in removing the channel auger from headworks and replacing the cleaning brush of the Auger. This is a maintenance item that is completed each year. While JWC was here, a full inspection of the equipment was performed to ensure that the unit is operating at 100%.



Through continued develop in the Desert Hot Springs area and at the request of new consumers, sanitary services are always being added to the collection system. Below is a summary of new sanitary service connections added each month.

New Sanitary Service Connections to Collection System

	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17
July	18	8	7	9	51	2
Aug.	20	4	1	8	53	2
Sep.	20	5	2	12	8	11
Oct.		9	4	8	12	4
Nov.		50	10	9	7	7
Dec.		9	3	3	64	1
Jan.		21	7	1	16	8
Feb.		23	5	1	42	0
Mar.		48	1	0	23	5
Apr.		18	3	3	15	30
May		17	11	3	20	45
June		21	7	3	6	70
Annual Total	58	233	61	60	317	185

Additional sanitary service connection information is provided in Appendix C.

Water Production

Staff collected 56 routine samples, 7 general physical samples, and uranium samples at Well 26A for analysis in September. Staff worked closely with the lab when changing sampling dates or taking grab Bac-T samples for any mainline shutdowns. The MSWD Monthly Coliform Monitoring Reports for September were sent out to the State Water Regional Control Board on October 8, 2021.

Staff continues to conduct chlorine pump maintenance and inspections at all the well sites throughout the district.

Staff sounded water levels for 13 production wells and nine monitoring wells. Staff usually strives to get soundings done early in the month and conduct other maintenance for the month after the soundings are completed. Staff has assigned sites; however, they will help each other with soundings if needed to get these done early in the month.



Water Production staff completed several site-specific activities in September. A highlight of those activities are below;

- For the past few months, staff has been evaluating new chlorine feed pumps at our well sites. Staff continues to install the pumps on top of the chlorine barrels and running the suction pipe down with a foot valve, it provides better operation of the pumps and appears to have resolved issues of air-locking.
- Staff replaced the solar charging system at the Mission Lakes Reservoir site due to equipment failure. It is important we maintain, and repair equipment as needed to ensure the proper operation of the system as this site has no permanent power and all SCADA communication rely on battery powered equipment.
- Water Production staff continues to oversee the landscape contract for 36 sites throughout the District.
- Staff continues to work with Field Service/Customer Service on the planning of construction meter set locations. Staff closely monitors the water usage in the areas that have construction meters.
- Staff performed the fire pump test at Gateway Reservoir. This test is performed monthly to ensure the fire pump is in good working condition and operates properly when required.



Through continued develop in the Desert Hot Springs area and at the request of new consumers, water services are always being added. Below is a summary of new water services added each month.

New Water Services added Monthly

	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17
July	18	7	4	5	7	2
August	19	6	10	5	3	2
September	23	18	2	14	4	13
October		13	3	21	8	3
November		10	16	4	0	7
December		2	17	3	3	2
January		15	6	3	20	1
February		13	8	5	11	1
March		16	2	3	6	5
April		11	1	3	7	11
May		15	12	5	11	9
June		24	11	2	8	2
Annual Total	60	150	92	73	88	58
Avg./ Mo.	5.00	12.50	7.67	6.08	7.33	4.83

The total water connections in the District's system are currently 13,201



As expected, the new water services increase the amount of water needed to be pumped; however, the weather and water conservation continue to be the primary factor in MSWD water production. The following table summarizes the MSWD water production for each month since FY 2016.

Monthly Water Production

	FY 2021/22	Variance from prior year		FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18
	AF	AF	%	AF	AF	AF	AF
July	796.67	-61.10	-7.1%	857.77	853.23	857.20	835.87
August	840.02	-45.29	-5.1%	885.31	795.18	806.47	829.93
September	738.75	-46.05	-5.9%	784.80	757.08	689.47	712.40
October		0.00	0.0%	755.84	709.39	709.81	733.86
November		0.00	0.0%	690.13	619.87	631.75	642.41
December		0.00	0.0%	588.32	537.23	502.16	584.24
January		0.00	0.0%	537.96	553.20	570.20	599.52
February		0.00	0.0%	495.61	520.85	415.49	512.79
March		0.00	0.0%	625.80	557.73	490.92	536.09
April		0.00	0.0%	649.34	573.02	635.08	644.06
May		0.00	0.0%	723.62	698.99	598.36	697.15
June		0.00	0.0%	761.63	806.02	710.39	688.74
TOTAL	2375.44	-152.44	-6.0%	8356.13	7981.79	7617.30	8017.06



Water Resources

Below is a list of water resources related activities for the prior month:

Integrated Regional Management (IRWM)/Coachella Valley Regional Water Management Group (CVRWMG)

- The CVRWMG held its monthly meeting and discussed current grant funded projects and upcoming grant funding opportunities.
- The CVRWMG has coordinated with other Colorado River Funding Area regions (San Gorgonio Pass and Mojave) and agreed upon a cost share for the upcoming Proposition 1 Round 2 Implementation funding. A portion of the cost share is allocated to each region based on population served, and the remaining is split equally. The CVRWMG is slated to receive approximately \$4.1 million in Proposition 1 Round 2 Implementation grant funding.
- The CVRWMG is continuing to evaluate options to prepare a water conservation technical study. Additional details will be provided in the coming months as they come out.

Mission Creek Subbasin SGMA and 2022 Alternative Plan Update

- The consultants (Wood and Kennedy Jenks) completed the final administrative draft sections for review and comment. Staff and consultants (TKE Engineering and EnviroLogic Resources) have completed review and comment on the remaining final administrative draft plan sections.
- The Public Draft Alternative Plan will be released in early October. A public workshop to review the plan is scheduled for October 27 at 2 PM.

San Gorgonio Pass Subbasin SGMA and 2022 Groundwater Sustainability Plan

- The consultant (Provost & Pritchard) completed the final administrative draft sections for review and comment.
- The Public Draft Groundwater Sustainability Plan was released in late September.

Indio Subbasin 2022 Alternative Plan Update

- The Public Draft Alternative Plan was released in late September.
- A public workshop to review the plan is scheduled for October 20 at 2 PM.

Salt and Nutrient Management Plan (SNMP)

- The agencies and consultant (West Yost) presented the revised Development Workplan to the Regional Board in September. The Regional Board did not have additional comment. Staff expects Regional Board approval of the Development Workplan in the coming weeks.

PUBLIC AFFAIRS

Below is a list of Public Affairs activities:

Past Events & Recognition



MSWD Patriot Day Blood Drive

September 9, 2021, presented by LifeStream Blood Bank. During the event, 16 MSWD employees participated, each donation will be used to help multiple patients.

Soroptimist House of Hope: A Day of Hope

Saturday, Sept. 18, 2021, MSWD is a proud supporter of the Soroptimist House of Hope, a nonprofit organization founded in 1981 that provides recovery programs to chemically dependent women in need. A copy of the event program and a special thank you from the organization is included in Appendix D.



Water Professionals Appreciation Week

October 2-10, 2021, California's annual Water Professionals Appreciation Week highlights the important role of water industry professionals and local public water agencies in ensuring safe and reliable water, wastewater, and recycled water in California. The district celebrated with social media posts throughout the week and an all-hands meeting and breakfast on Oct. 5.

Palm Springs Unified School District State of the District Legislative Gathering

October 8, 2021, Board of Education President Tim Wood and Superintendent of Schools Dr. Mike Swize welcomed more than 35 civic and educational leaders to the event, which detailed the districts COVID protocols, facility expansion plans and the district's commitment to building a strong community. MSWD, among others, was recognized as a strong community partner.

Upcoming Events

- Desert Hot Springs State of the City and Business Awards, sponsored by the Greater Coachella Valley Chamber of Commerce, Thurs. Oct. 21, 2021.
- DVBA Networking Night – Octoberfest, Thurs. Oct. 21, 2021.
- ACWA Fall Conference, Nov. 30 – Dec. 2, 2021, Pasadena, CA.
- Desert Hot Springs Parade of Lights, Sat. Dec. 11, 2021, Desert Hot Springs.

If any other events occur throughout the month, they will be communicated either from the PR team or Dori Petee.

Outreach

CV Water Counts: The CV Water Counts Outreach report for the month of September can be found in Appendix D. The next CV Water Counts meeting is Oct. 19, 2021, at 2:30 p.m.



MSWD Digital Advertising report for the month of September can be found in Appendix D. This includes the two types of ads we are running on Google and Facebook, as well as website analytics.

- Google – 4 total ads: Water Quality, Desert Planting, Emergency Preparedness, and a Rain/Sprinkler reminder.
- Facebook/Instagram – 4 ads: Turf Rebates, Desert Planting, Emergency Preparedness and Rain/Sprinkler reminders.



MSWD | Value is Our Mission
www.mswd.org



Join MSWD in making
www.mswd.org









Emergency Preparedness
www.mswd.org



Water Saving Tips from MSWD
www.mswd.org

MSWD Social Media Report for month of September can be found in Appendix D. This report highlights Facebook, Twitter and Instagram posts. Total engagement was up during the month, with our most popular posts being related to new hires at the district.

 Mission Spring... Fri 9/3/2021 11:35 am PDT	 Mission Spring... Fri 9/24/2021 2:10 pm PDT	 Mission Spring... Thu 9/30/2021 10:32 am...
<p>We have another exciting addition to our team! Join us as we welcome Kurt</p>	<p>Please join us in welcoming Marion Champion as our new Programs and Public Affairs</p>	<p>Join us in welcoming Jeanie Bayer as our new Administrative Assistant in tl</p>
		
<p>Total Engagements 33</p>	<p>Total Engagements 19</p>	<p>Total Engagements 14</p>

Desert Sun – Op-Ed

On October 8, 2021, the Desert Sun ran a drought editorial authored by General Manager Arden Wallum. The article touched on the drought and highlighted efforts by the district to cut water use through conservation and groundwater protection to protect this valuable resource for residents of Desert Hot Springs and the entire Coachella Valley. A copy of the article is attached in Appendix D.

Calendar Drawing Contest

MSWD is launching a **children's drawing contest** this month to gather artwork from local students that illustrate water conservation and groundwater protection. All K-12 students throughout the district are encouraged to participate. The Public Affairs team is promoting the contest through our local schools, social media and in our Fall customer newsletter. Twelve winners will receive an Amazon gift card and have their artwork showcased in the district's 2022 calendar. The deadline for submission is November 15, 2021. Entry forms and additional information are available at www.mswd.org/drawingcontest.

Website Update

The **new MSWD website** is anticipated to launch this month. The user-friendly site is currently undergoing final testing and review. Designed to be a “one-stop shop” for customers and regional partners alike, the new site is mobile friendly and easy to navigate.



Conservation

The Public Affairs team continues to promote our rebate programs on social media, including boosted posts and digital ads. A total of three **Toilet Rebates** were processed during July-September, totaling approximately \$2,800 in incentives for customers who replaced less efficient toilets. The Desert Cove toilets were processed in July.

- July – Desert Cove, 24 toilets totaling \$2,400
- August – 1 rebate totaling \$200
- September – 1 rebate totaling \$200

We have received five **Turf Rebate** applications since the month of June, and two have been approved and paid out, totaling \$4,300. Two more are in process, and one did not qualify due to a lack of grass.

MSWD is continuing to advertise Indoor **Conservation Kits** on social platforms and on the website. During July-September, five kits were requested by customers. A total of 58 kits have been mailed since the program began in January.



Water Bottle Program

Date Supplied	Requests Filled	Event or Purpose	# Cases Requested
7/12/2021	City of DHS	Council/Commission Meetings	25
7/21/2021	Team Mom Charities	Keep it Kind Campaign for the Homeless	5
8/4/2021	DHS Police Dept	Traffic accidents, crime scenes,	6
8/19/2021	City of DHS	City Hall walk-in guest	25
8/24/2021	City of DHS	Clean-up Com/Clean-up Day	2
8/25/2021	PS High School	Varsity Football-DHS students	10
9/1/2021	PS High School	JV Football-DHS students	10
9/8/2021	DHS High School	Medical need students, diabetic students, etc.	10
9/9/2021	MSWD	LifeStream Blood Drive	2
9/14/2021	County of Riverside	Special Election	2
9/14/2021	City of DHS	Council/Commission Mtg. Meetings	25
		Total Cases	122



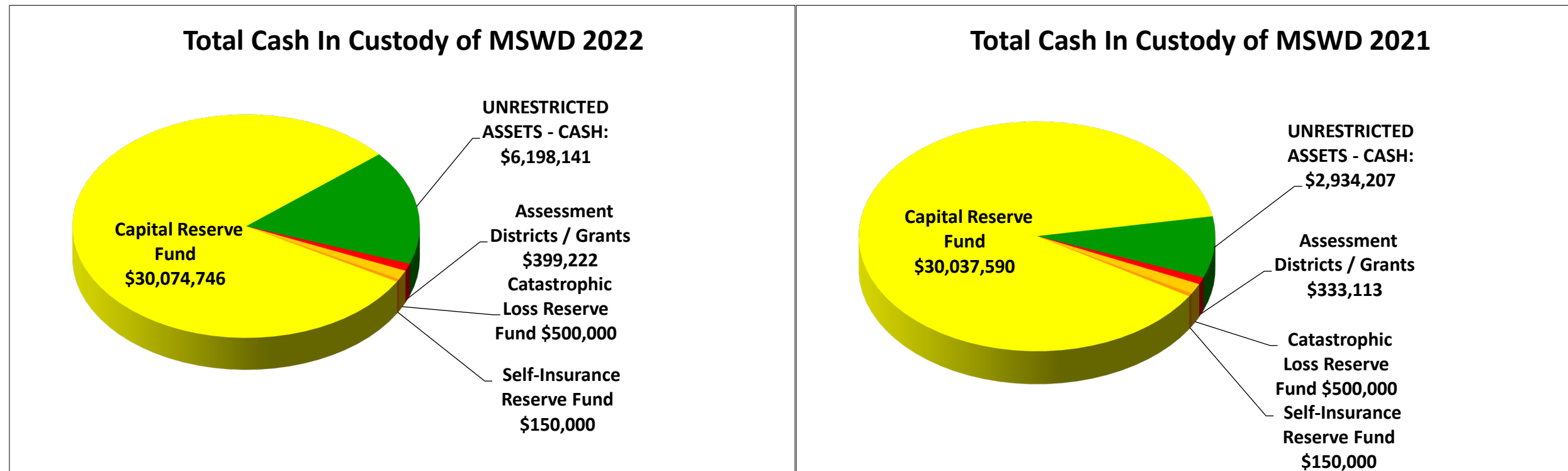
APPENDIX A – Financial Report

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
DISTRICT SUMMARY
JULY 1, 2020 TO SEPTEMBER 30, 2021

YEAR TO DATE					JULY 1, 2020 TO SEPTEMBER 30, 2020			
ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT		ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE) VARIANCE AMOUNT	FAVORABLE (UNFAVORABLE) VARIANCE PERCENT
5,811,906	7,334,241	(1,522,335)	-21%	OPERATING REVENUE:	8,550,234	5,720,418	2,829,816	49%
1,516,185	4,849,521	3,333,336	69%	OPERATING EXPENSE:	5,324,874	5,609,662	284,787	5%
4,295,721	2,484,720	1,811,002	73%	NET OPERATING INCOME	3,225,360	110,756	3,114,603	2812%
909,945	709,625	200,320	28%	ADD NON-OPERATING REVENUE	999,244	4,339,625	(3,340,381)	-77%
142,284	299,367	157,083	52%	LESS NON-OPERATING EXPENSE	409,758	350,205	(59,553)	-17%
767,662	410,258	357,404	87%	NET NON-OPERATING INCOME	589,486	3,989,420	(3,399,934)	-85%
5,063,383	2,894,978	2,168,405	75%	NET INCOME	3,814,845	4,100,176	(285,331)	-7%

OTHER INFORMATION

7.40	DEBT SERVICE RATIO	9.73
0.03%	INVESTMENT RETURN	0.18%
\$ 39,296,813	CASH - JULY 1	\$ 34,708,247
\$ (1,974,703)	INCREASE/(DECREASE) IN CASH	\$ (753,336)
\$ 37,322,110	CASH - END OF PERIOD	\$ 33,954,911
\$ 6,182,036	UNRESTRICTED CASH	\$ 2,934,207
\$ 31,140,073	RESTRICTED CASH	\$ 31,020,703
\$ 37,322,110	CASH IN CUSTODY OF MSWD	\$ 33,954,911
WELLS FARGO \$ 96,712	RESTRICTED - ASSESSMENT DISTRICTS \$ 21,252	WELLS FARGO
CALTRUST \$ 6,441,138	RESTRICTED - SHORT TERM FUND \$ 6,429,918	CALTRUST
CALTRUST \$ 22,053,607	RESTRICTED - MEDIUM TERM FUND \$ 22,021,921	CALTRUST
CALTRUST \$ 2,548,616	RESTRICTED - LIQUIDITY FUND \$ 2,547,612	CALTRUST
\$ 31,140,073	RESTRICTED TOTAL CASH \$ 31,020,703	



APPENDIX B –
Federal Update from Carpi & Clay

Mission Springs Water District Federal Update

October 1, 2021

House Postpones Scheduled Vote on Bipartisan Infrastructure Package

This week, Speaker Pelosi announced that the House was scheduled to vote on the “Infrastructure Investment and Jobs Act” (IIJA) on September 30th. The bill originally passed the Senate in August by a vote of 69-30, with 19 Senate Republicans supporting the bill. Since that time, the bill has been pending in the House awaiting consideration as House Democratic leadership works to find a path forward. There is currently a disagreement between a group of progressive Democrats and a group of moderate Democrats on how to move the bill forward. Democratic leadership spent Thursday working with various groups within the caucus to try and come up with deal to move both the bipartisan infrastructure package and the non-traditional infrastructure reconciliation measure forward. Late Thursday evening, it was clear that the votes were not there to pass IIJA, so Speaker Pelosi pushed the vote. Friday morning, Democratic leaders continued to be engaged in dialogue about both bills and the sentiment seems to be that they are moving closer to a resolution.

FY 2022 Appropriations Update

On September 30th, both the House and the Senate passed a continuing resolution (CR). This CR allows the federal government to remain open and funded at current levels until December 3rd. The CR also includes an additional \$28.6B for supplement disaster relief, as well as an extension of the National Flood Insurance Program, the Temporary Assistance for Needy Families, and the Supplemental Nutrition Assistance Program.

During the month of September, Congress did not make any additional progress on the Fiscal Year (FY) 2022 appropriations bills. Below is a chart below outlines the current status of the FY 2022 appropriations bills in the House and the Senate:

<u>Appropriations Bill</u>	<u>House of Representatives</u>	<u>Senate</u>
Agriculture	Approved by the full House on 7/29/21	Approved by Senate Appropriations Committee on 8/4/21

Commerce, Justice, Science	Approved by the House Appropriations Committee on 7/15/21	No Senate Action
Defense	Approved by the House Appropriations Committee on 7/13/21	No Senate Action
Energy and Water	Approved by the full House on 7/29/21	Approved by Senate Appropriations Committee on 8/4/21
Financial Services	Approved by the full House on 7/29/21	No Senate Action
Homeland Security	Approved by the House Appropriations Committee on 7/13/21	No Senate Action
Interior and the Environment	Approved by the full House on 7/29/21	No Senate Action
Labor, HHS, Education	Approved by the full House on 7/29/21	No Senate Action
Legislative Branch	Approved by the full House on 7/28/21	No Senate Action
Military Construction/VA	Approved by the full House on 7/29/21	Approved by Senate Appropriations Committee on 8/4/21
State/Foreign Operations	Approved by the full House on 7/28/21	No Senate Action
Transportation/Housing	Approved by the full House on 7/29/21	No Senate Action

Senate Committee Holds Nomination Hearing for Reclamation Commissioner

The Senate Energy and Natural Resources Committee held a nomination hearing to consider several individuals nominated by the Biden Administration, including Camille Touton, who has been nominated to serve as the Commissioner of the Bureau of Reclamation. Both the Chairman Joe Manchin and the Ranking Member John spoke positively of Touton's resume and her nomination. During the hearing, Touton received questions regarding water recycling, WaterSMART grants, and the Interagency Drought Working Group. The next step in her confirmation process will be for the Committee to hold a vote, which has yet to be scheduled.

WOTUS Update

Recently, a federal judge in Arizona ruled that the current Waters of the US (WOTUS) rule, entitled the Navigable Waters Protection Rule, that was put into place during the Trump

Administration was too harmful and could not remain in place. As a result of this action, the EPA and Army Corps of Engineers announced that they would be pulling the rule. Additionally, EPA and the Corps have indicated that they are working on a new WOTUS rule, and that the first of draft of this new rule may be out for public review and comment by the end of the year.

A Look Ahead: A Busy September Spills Over into a Busy October

Late September was full of activity on Capitol Hill. Several of the big-ticket items that Congress was working on have yet to be resolved and will spill over into October.

- **Appropriations:** While Congress did pass a CR until December 3rd, there is still much work to be done to finalize and pass the twelve Fiscal Year 2022 appropriations bills by that deadline.
- **Transportation Reauthorization:** While extensions for several legislative items that were set to expire at the end of the fiscal year were included in the CR, an extension for the transportation reauthorization bill was not. On October 1st, transportation reauthorization bill expired, impacting highway and transit programs at the Department of Transportation. The bipartisan infrastructure bill currently pending in the House does include a new five-year transportation authorization bill. If the House is unable to pass the bipartisan infrastructure bill, Congress will need to take additional action related to the transportation authorization bill.
- **Debt Ceiling.** This week, Treasury Secretary Janet Yellen sent a letter to Speaker Pelosi indicating that Congress will need to act to raise the debt ceiling by October 18th. In late September, Congressional Democrats attempted to pass legislation to raise the debt ceiling and were unsuccessful. Expect this to be a major focus in Washington, over the next couple of weeks as the calendar moves closer to the October 18th deadline. This issue will likely be further complicated by the Congressional schedule, as the House is not scheduled to have votes for the next two weeks, and the Senate is scheduled to be out of session the week of October 11th.
- **Reconciliation/Non-traditional Infrastructure Package:** Congressional Democrats are continuing to negotiate on a framework for the reconciliation package. If they can come to an agree, both the House and the Senate will begin putting together the details of the package over the coming month.

Federal Grant Opportunities/Announcements

Reclamation Announces Awards for Water Efficiency Grants. The Bureau of Reclamation (Reclamation) has announced the award of \$5.5 million to 82 projects throughout the west in the WaterSMART Small Scale Water Efficiency Grants. These grants will help local communities make water efficiency improvements such as installing flow measurement, automating a water delivery system, or lining a canal section to reduce seepage. A full list of the awards can be found [HERE](#).

Federal Agency Personnel/Regulatory Announcements

EPA Rescinds Previous Administration’s Clean Water Act Guidance. The Environmental Protection Agency (EPA) has rescinded previous Clean Water Act Section 402 guidance which created a new factor for determining if a discharge of pollution from a point source through groundwater that reaches a water of the United States is the “functional equivalent” of a direct discharge to such water. More information can be accessed [HERE](#).

EPA Releases Findings from Climate Change and Social Vulnerability Report. EPA has released a report entitled “Climate Change and Social Vulnerability in the United States: A Focus on Six Impact Sectors’.” EPA published findings on the future impacts of climate change based on six types of impacts, including those to health from changes in air quality and extreme temperature, disruptions to weather-exposed workers, and flooding threats to property. The report measured across different populations based on income, educational attainment, race and ethnicity, and age. The full findings can be accessed [HERE](#).

EPA Launches Initiative to Reduce Lead Exposure. The Environmental Protection Agency is launching a new training initiative titled ‘Enhancing Lead-Safe Work Practices through Education and Outreach (ELSWPEO). ELSWPEO aims to increase the number of renovation, repair, and painting (RRP) certified firms and consumer demand for lead-safe work practices through training programs for contractors and community leaders. More information can be found [HERE](#).

USDA Creates Resource Guide for Disaster Resiliency and Recovery Assistance. The USDA Rural Development released a resource guide that helps rural residents, businesses, and communities who are seeking disaster resiliency and recovery assistance. The guide categorizes programs through four assistance types, includes information on technical assistance providers and other federal agencies that support rural communities, and features examples of USDA programs supporting local recovery efforts. Additional information can be found [HERE](#).



APPENDIX C – Wastewater and Water Production Tables

WASTEWATER REPORT

SEWER CONNECTION SUMMARY											
	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
July	18	8	7	9	51	2	1	139	2	0	0
Aug.	20	4	1	8	53	2	4	214	4	0	2
Sep.	20	5	2	12	8	11	2	90	2	1	0
Oct.		9	4	8	12	4	21	65	8	2	1
Nov.		50	10	9	7	7	1	52	18	7	3
Dec.		9	3	3	64	1	0	86	22	11	2
Jan.		21	7	1	16	8	3	27	3	11	1
Feb.		23	5	1	42	0	3	5	46	6	1
Mar.		48	1	0	23	5	0	31	16	2	1
Apr.		18	3	3	15	30	0	8	95	14	3
May		17	11	3	20	45	7	13	98	3	2
June		21	7	3	6	70	4	4	72	2	0
Annual Total	58	233	61	60	317	185	46	734	386	59	16

Connections to Sewer Collection System:

As of June 30, 2021 8467

Plus YTD 58

Total Sewer Connections = 8525

WASTEWATER FLOW MGD				
2021/22	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.987088	2.104457	0.042128	0.058130
Aug.	2.059728	2.224424	0.052436	0.064940
Sep.	2.061448	2.234327	0.049729	0.066370
Oct.				
Nov.				
Dec.				
Jan.				
Feb.				
Mar.				
Apr.				
May				
June				

WASTEWATER FLOW MGD				
2020/21	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	2.069268	2.140825	0.047916	0.079010
Aug.	2.135828	2.274566	0.053795	0.070420
Sep.	2.003417	2.121446	0.046861	0.077790
Oct.	1.964716	2.100928	0.043720	0.049600
Nov.	1.928082	2.082209	0.046171	0.051750
Dec.	1.750513	2.074777	0.044951	0.050380
Jan.	1.846818	2.018006	0.045299	0.050610
Feb.	1.889826	2.253275	0.043718	0.048950
Mar.	1.859783	2.040589	0.043382	0.048920
Apr.	1.897411	2.111914	0.040257	0.060120
May	1.954528	2.151420	0.039293	0.046660
June	2.014604	2.110777	0.038634	0.047440

WATER REPORT

WATER CONNECTION SUMMARY														
	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12	2010/11	2009/10	2008/09
July	18	7	4	5	7	2	0	0	1	0	0	0	1	2
August	19	6	10	5	3	2	2	0	1	0	0	2	1	2
September	23	18	2	14	4	13	3	0	2	2	0	0	1	0
October		13	3	21	8	3	20	0	5	1	1	4	2	1
November		10	16	4	0	7	3	0	1	0	1	1	5	1
December		2	17	3	3	2	0	0	2	0	0	0	0	2
January		15	6	3	20	1	1	2	2	0	0	1	1	9
February		13	8	5	11	1	0	1	0	1	0	0	1	2
March		16	2	3	6	5	0	12	0	0	4	5	0	4
April		11	1	3	7	11	2	7	0	1	4	1	12	2
May		15	12	5	11	9	8	2	0	1	2	0	0	0
June		24	11	2	8	2	10	1	0	0	0	1	1	0
Annual Total	60	150	92	73	88	58	49	25	14	6	12	15	25	25
Avg./ Mo.	5.00	12.50	7.67	6.08	7.33	4.83	4.08	2.08	1.17	0.50	1.00	1.25	2.08	2.08

Connections to Water System:

As of June 30, 2021 13,141
 Plus YTD 60
Total Water Connections = 13,201

WATER PRODUCTION														
	FY 2021/22	Variance from prior year		FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18	FY 2016/17	FY 2015/16	FY 2014/15	FY 2013/14	FY 2012/13	FY 2011/12	FY 2010/11
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	796.67	-61.10	-7.1%	857.77	853.23	857.20	835.87	714.50	659.11	859.00	942.82	911.87	838.49	902.71
August	840.02	-45.29	-5.1%	885.31	795.18	806.47	829.93	808.54	706.62	730.71	828.60	853.85	959.02	964.34
September	738.75	-46.05	-5.9%	784.80	757.08	689.47	712.40	679.54	657.37	800.67	813.20	723.92	826.46	896.27
October		0.00	0.0%	755.84	709.39	709.81	733.86	678.33	575.86	716.30	716.09	788.55	789.71	701.93
November		0.00	0.0%	690.13	619.87	631.75	642.41	601.89	582.22	533.69	557.05	672.3	654.77	709.98
December		0.00	0.0%	588.32	537.23	502.16	584.24	520.63	503.10	590.83	633.09	520.3	575.27	548.09
January		0.00	0.0%	537.96	553.20	570.20	599.52	465.10	431.38	526.86	582.86	609.45	616.19	545.04
February		0.00	0.0%	495.61	520.85	415.49	512.79	453.39	483.92	506.49	522.87	507.31	561.24	486.57
March		0.00	0.0%	625.80	557.73	490.92	536.09	549.50	514.05	614.94	603.89	559.02	583.70	575.84
April		0.00	0.0%	649.34	573.02	635.08	644.06	540.56	502.36	622.58	664.05	744.77	645.93	626.37
May		0.00	0.0%	723.62	698.99	598.36	697.15	731.81	601.83	590.28	708.18	786.79	763.12	758.58
June		0.00	0.0%	761.63	806.02	710.39	688.74	732.68	685.93	706.34	812.96	780.86	794.00	839.98
TOTAL	2375.44	-152.44	-6.0%	8356.13	7981.79	7617.30	8017.06	7476.47	6,903.75	7,798.69	8,385.66	8,458.99	8,607.90	8,555.70



APPENDIX D – Public Affairs Information



CVWC Digital Marketing Report

Website, Social, and Marketing Performance

September, 2021

by Hunter | Johnsen

Google Ads Campaigns

 DISPLAY AD IMPRESSIONS
CV WATER COUNTS

68,759

 SEARCH AD IMPRESSIONS
CV WATER COUNTS

2,987

 VIDEO IMPRESSIONS
CV WATER COUNTS

50,401

 CLICKS
CV WATER COUNTS

1,109


 CTR
CV WATER COUNTS

0.91%

 GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE
CV WATER COUNTS

Campaign	Clicks	Impr.
CV Water Counts September 2021	457	44,795
CV Water Counts September 2021 SPANISH	403	23,964
	860	68,759



 GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE
CV WATER COUNTS

Account	Impr.	Engagements	Views	Clicks
CV Water Counts	50,401	19,556	7,487	125
	50,401	19,556	7,487	125



GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE

CV WATER COUNTS

Campaign	Clicks	Impr.
CVWC search	124	2,987
	124	2,987


KEYWORDS PERFORMANCE

CV WATER COUNTS

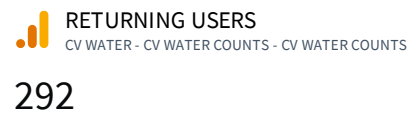
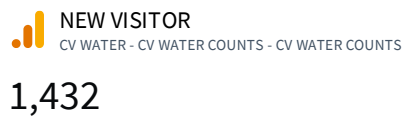
Account	Clicks	Impr.	CTR
CV Water Counts	420	50,214	0.84%
AutomaticContent	296	47,234	0.63%
water company	37	537	6.89%
water rebates	34	162	20.99%
water agency	32	502	6.37%
Content	10	1,667	0.6%
toilet rebate	6	28	21.43%
water preservation	2	19	10.53%
save water	2	40	5%
washing machine rebate	1	24	4.17%
ways to conserve water	0	1	0%
	420	50,221	0.84%

Facebook Ad Campaigns

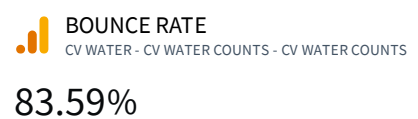
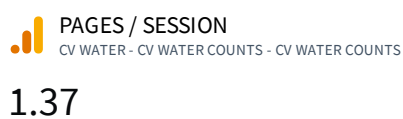
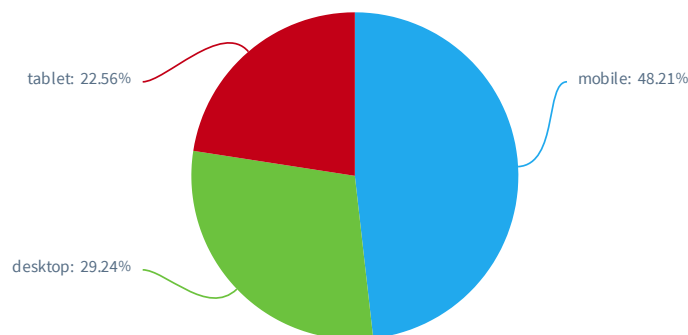
FACEBOOK AD PERFORMANCE
HUNTER JOHNSEN

Ad preview	Clicks	Impr.	Reach	Frequency	Page engagement
 <p>Conservation Tips cvwatercounts.com Use drip irrigation on shrubs and trees to provide the appropriate amount of water without overdoing it.</p> <p>Learn more ways to save water by clicking below.</p>	339	30,712	11,332	2.71	204
	339	30,712	11,332	2.71	204

Website Information

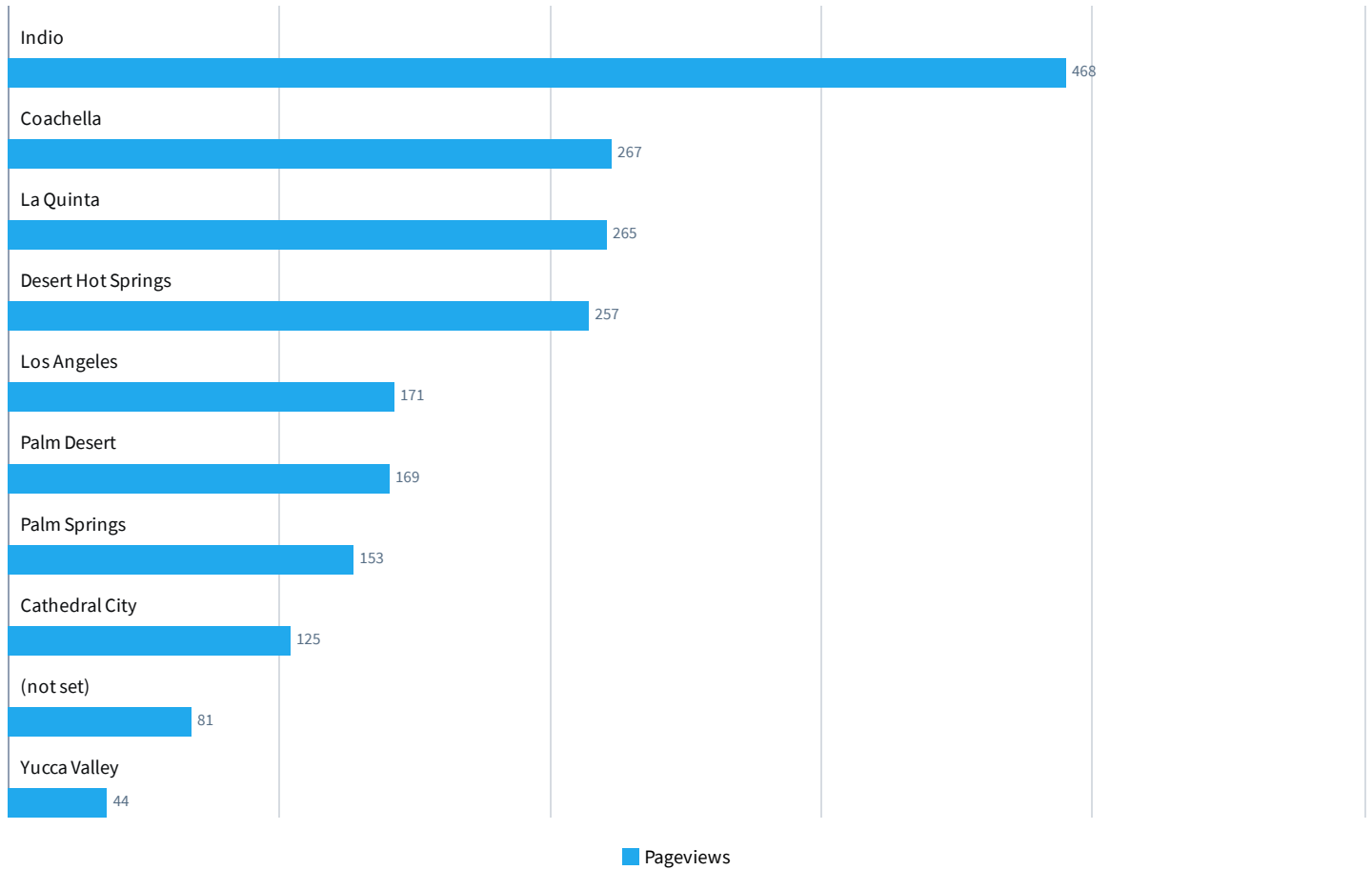


Page path	Pageviews
/conservation-tips/	852
/infrastructure-week-2021-what-you-should-know/	377
/water-map/	206
/	195
/rebates/	118
/two-dozens-vegetables-to-plant-by-mid-october-in-palm-springs-and-the-coachella-valley/	73
/take-the-pledge-to-conserve-water-for-your-new-years-resolution/	68
/plant-of-the-month-ocotillo-fouquieria-splendens/	59
/careers/	33
/about/	29
	2,791



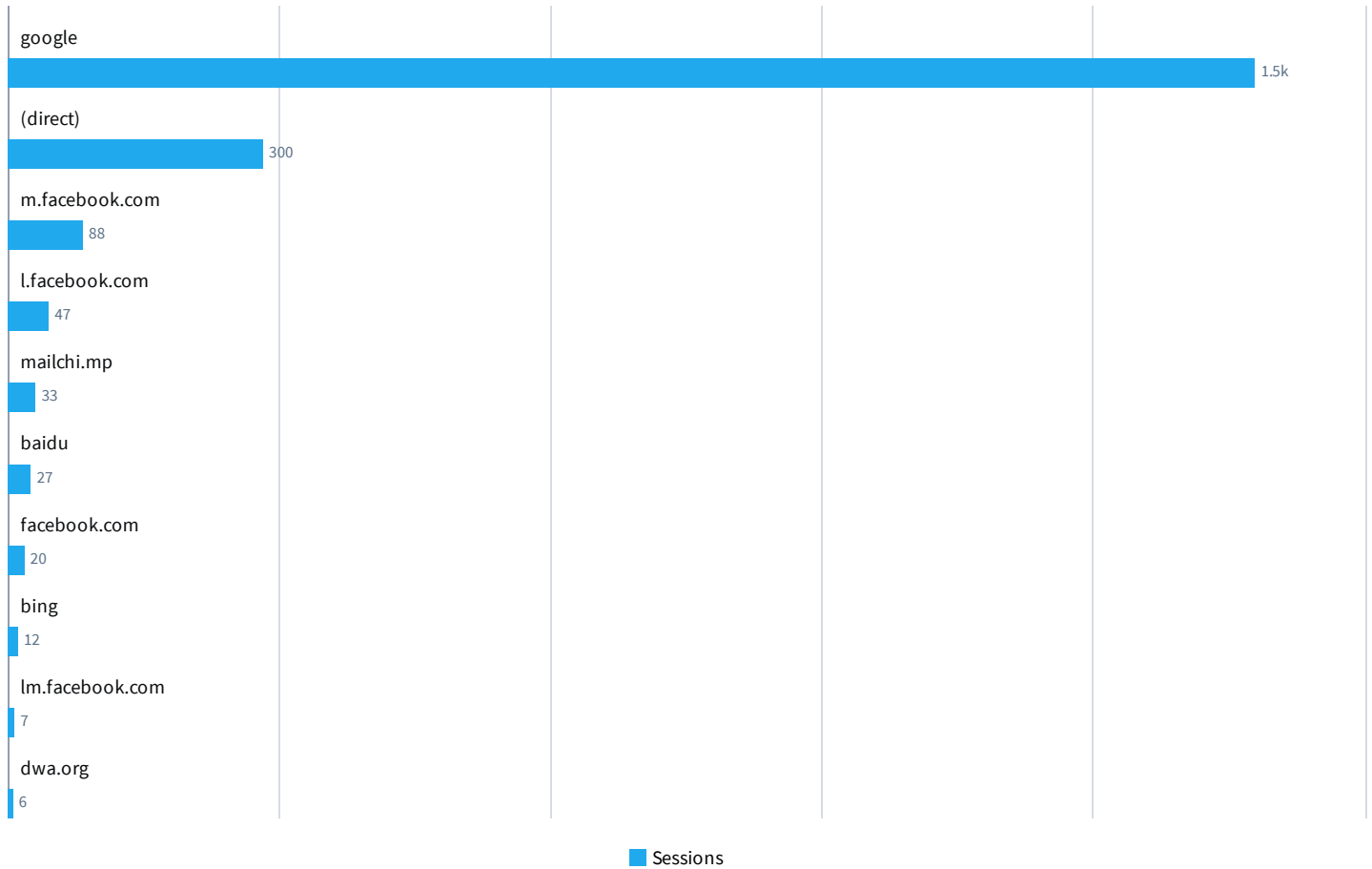
Item 18.

PAGEVIEWS BY CITY
CV WATER - CV WATER COUNTS - CV WATER COUNTS



Item 18.

USER REFERRERS
CV WATER - CV WATER COUNTS - CV WATER COUNTS



HISTORY
PAST 13 MONTHS: CV WATER - CV WATER COUNTS - CV WATER COUNTS

Month	Sessions	Users	Pageviews	Pages / session	Avg. session duration	Bounce rate	% new sessions
September 2021	2,035	1,501	2,791	1.37	49s	83.59%	70.37%
August 2021	2,090	1,439	2,877	1.38	56s	82.82%	65.17%
July 2021	2,278	1,553	3,216	1.41	56s	83.01%	63.48%
June 2021	2,354	1,575	3,103	1.32	44s	83.56%	62.7%
May 2021	2,394	1,558	3,117	1.3	37s	84.13%	60.44%
April 2021	2,640	1,820	4,353	1.65	48s	71.17%	63.98%
March 2021	2,899	2,108	4,617	1.59	52s	74.2%	68.4%
February 2021	2,304	1,604	3,576	1.55	1m 9s	79.86%	66.49%
January 2021	2,417	1,858	3,210	1.33	47s	85.64%	74.1%
December 2020	1,815	1,290	2,416	1.33	43s	83.31%	67.88%
November 2020	1,188	871	2,126	1.79	1m 35s	79.88%	69.11%
October 2020	2,592	1,912	3,308	1.28	40s	86.65%	70.45%
	29,432	19,983	41,733	1.42	50s	81.71%	66.76%

Item 18.

Month	Sessions	Users	Pageviews	Pages / session	Avg. session duration	Bounce rate	% new sessions
September 2020	2,426	1,711	3,023	1.25	39s	86.44%	66.41%
	29,432	19,983	41,733	1.42	50s	81.71%	66.76%

Organic Search

TOP KEYWORDS CVWATERCOUNTS.COM/

Query	Impr.	Clicks	CTR	Avg. position
conserve water	1,349	0	0%	4.68
lake cahuilla	1,313	1	0.08%	8.37
water wise	886	1	0.11%	7.55
lantana ground cover	885	4	0.45%	9.62
water pledge	495	0	0%	10.23
cv water	368	0	0%	7.45
water by ralph waldo emerson	240	0	0%	2.64
dalea greggii	191	0	0%	1.02
water saving	179	0	0%	12.53
question about water	139	0	0%	7.42
	6,045	6	0.1%	7.15

TOP PAGES CVWATERCOUNTS.COM/

Page	Impr.	Clicks	CTR	Avg. position
https://cvwatercounts.com/take-the-pledge-to-conserve-water-for-your-new-years-resolution/	2,050	0	0%	4.38
https://cvwatercounts.com/lake-cahuilla-recreation-and-reliability/	1,724	9	0.52%	10.55
https://cvwatercounts.com/plant-of-the-month-trailing-lantana-lantana-montevideensis/	1,480	13	0.88%	17.89
https://cvwatercounts.com/save-water-pledge/	1,416	5	0.35%	7.28
https://cvwatercounts.com/celebrate-earth-day-by-being-water-wise/	1,106	1	0.09%	8.13
https://cvwatercounts.com/eco-friendly-car-washes-in-the-coachella-valley/	809	3	0.37%	43.03
https://cvwatercounts.com/plant-of-the-month-mexican-bush-sage-salvia-leucantha/	622	1	0.16%	41.48
https://cvwatercounts.com/	538	9	1.67%	8.81
https://cvwatercounts.com/two-dozens-vegetables-to-plant-by-mid-october-in-palm-springs-and-the-coachella-valley/	465	47	10.11%	14.84
https://cvwatercounts.com/water-ralph-waldo-emerson/	363	0	0%	3.93
	10,573	88	0.83%	16.03

Item 18.

Facebook Information

f IMPRESSIONS
CV WATER COUNTS

35,075

f REACH
CV WATER COUNTS

12,619

f NEW PAGE LIKES
CV WATER COUNTS

1

f ENGAGED USERS
CV WATER COUNTS

342





f PAGE VIEWS
CV WATER COUNTS

367







f LIFETIME PAGE LIKES
CV WATER COUNTS

3,990







f POSTS
CV WATER COUNTS

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>When running a bath, ...</p>	September 29, 2021	57	0	0%	0	0
 <p>Myoma Dunes Water C...</p>	September 26, 2021	60	1	2%	1	0
 <p>Like any landscape, a ...</p>	September 24, 2021	44	0	0%	0	0
 <p>Spreading a layer of or...</p>	September 22, 2021	67	0	0%	0	0
		1,006	16	2%	9	2

Item 18.

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>If you or someone you...</p>	September 20, 2021	42	0	0%	0	0
 <p>Improve your water eff...</p>	September 18, 2021	76	2	3%	2	0
 <p>It's National Infrastruc...</p>	September 17, 2021	41	1	2%	0	0
 <p>When doing laundry, ...</p>	September 15, 2021	60	0	0%	0	0
 <p>It's National Coloring D...</p>	September 15, 2021	47	0	0%	0	0
	September 13, 2021	184	6	3%	4	0
		1,006	16	2%	9	2

Item 18.

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>Citrus trees are abund...</p>	September 10, 2021	39	0	0%	0	0
 <p>Install drip irrigation fo...</p>	September 10, 2021	56	1	2%	0	1
 <p>Did you know that all s...</p>	September 7, 2021	79	4	5%	1	1
 <p>National Preparedness...</p>	September 7, 2021	32	0	0%	0	0
 <p>Soak pots and pans ins...</p>	September 7, 2021	72	1	1%	1	0
 <p>CV Water Counts upda...</p>	September 2, 2021	50	0	0%	0	0
		1,006	16	2%	9	2

Instagram Information

 **IMPRESSIONS**
CV WATER COUNTS

1,088

 **LIKES**
CV WATER COUNTS

0

 **FOLLOWERS (TOTAL)**
CV WATER COUNTS

211

 **MEDIA PERFORMANCE**
CV WATER COUNTS

Nothing found with these settings and date range

Twitter Information

Aug 2021 · 31 days

TWEET HIGHLIGHTS

Top Tweet earned 161 impressions

Rebate programs are designed to assist in reducing indoor and outdoor water usage. Find out about your water agency's current rebate offerings here.
pic.twitter.com/sq0WtYC8GY



♥ 2

Top media Tweet earned 103 impressions

Water dry areas by hand instead of running the whole irrigation system longer.

[#WaterWiseWednesday](https://pic.twitter.com/BKMfURCXFt)
pic.twitter.com/BKMfURCXFt



♥ 2



AUG 2021 SUMMARY

Tweets	14	Tweet impressions	1,246
Profile visits	34	New followers	3

E-Blast Information

CAMPAIGN PERFORMANCE
CV WATER COUNTS

Campaign	Send Time	Emails Sent	Total Opens	Open Rate	Industry Open Rate	Total Clicks	Click Rate	Industry Click Rate	Hard Bounces	Unsubscribe Count
CV Water Counts September 2021	Wednesday, September 1, 2021 5:15 PM	385	343	43.64%	15%	71	9.09%	0.72%	0	0
		385	343	43.64%	15%	71	9.09%	0.72%	0	0



MSWD Digital Marketing and Website Report

Website, Social, and Marketing Performance

September, 2021

Casey Dolan

Casey Dolan Consulting

Google Ads Campaigns

 **IMPRESSIONS**
MSWD


206,885

 **CLICKS**
MSWD

227

 **CTR**
MSWD



0.11%

 **GOOGLE ADS CAMPAIGN PERFORMANCE**
MSWD





Campaign	Impr.	Clicks	CTR
Desert Friendly Plants	63,544	85	0.13%
Emergency Preparedness	68,533	72	0.11%
Water Quality September	63,138	63	0.1%
Rain - Sprinklers	11,670	7	0.06%
	206,885	227	0.11%

Facebook Ad Campaigns

 **FACEBOOK AD GROUP PERFORMANCE**
MSWD

Ad preview	Clicks	Impr.	Reach	Frequency	Page Likes
 <p>MSWD Value is Our Mission www.mswd.org MSWD encourages customers to reduce outdoor water usage by converting their lawns to desert-friendly landscaping. Residential customers can receive up to \$3,000 in rebates and \$10,000 for commercial customers.</p>	386	22,455	5,351	4.2	0
 <p>Join MSWD in making conservation your m... www.mswd.org Select from more than 350 plants with over 800 photos in our Desert Friendly Plant Guide to help you create your own water-conserving landscape.</p>	133	52,715	2,909	18.12	0
	601	129,710	10,909	11.89	0

Item 18.

Ad preview	Clicks	Impr.	Reach	Frequency	Page Likes
 <p>IT'S NATIONAL EMERGENCY PREPAREDNESS MONTH</p> <p>ARE YOU READY? </p> <p>Emergency Preparedness at MSWD www.mswd.org Mission Springs Water District is dedicated to providing a safe reliable water supply to its customers and to collecting and maintaining its wastewater collection system and treatment facilities. Click to learn more about Emergency Preparedness at MSWD.</p>	72	51,854	4,448	11.66	0
 <p>FREE WATER FROM MOTHER NATURE</p> <p>REMEMBER TO TURN OFF YOUR SPRINKLERS </p> <p>Water Saving Tips from MSWD www.mswd.org Reminder: After it's been raining, shutoff your sprinklers for a few days and help save valuable H2O!</p> <p>Click to learn more water saving tips.</p>	10	2,686	1,583	1.7	0
	601	129,710	10,909	11.89	0

Website Information

PAGEVIEWS
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

36,749

NEW VISITOR
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

5,968

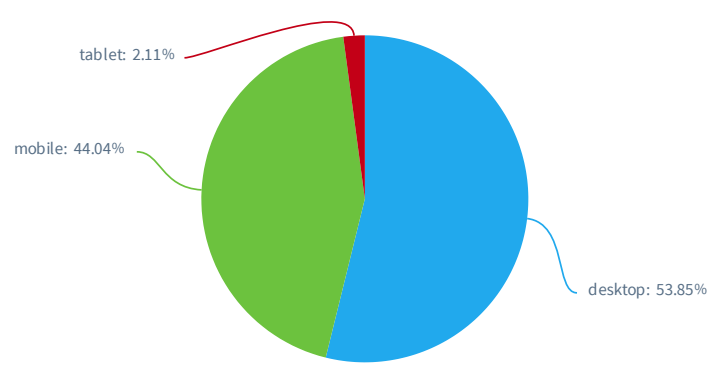
USERS
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

2,550

PAGEVIEWS
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

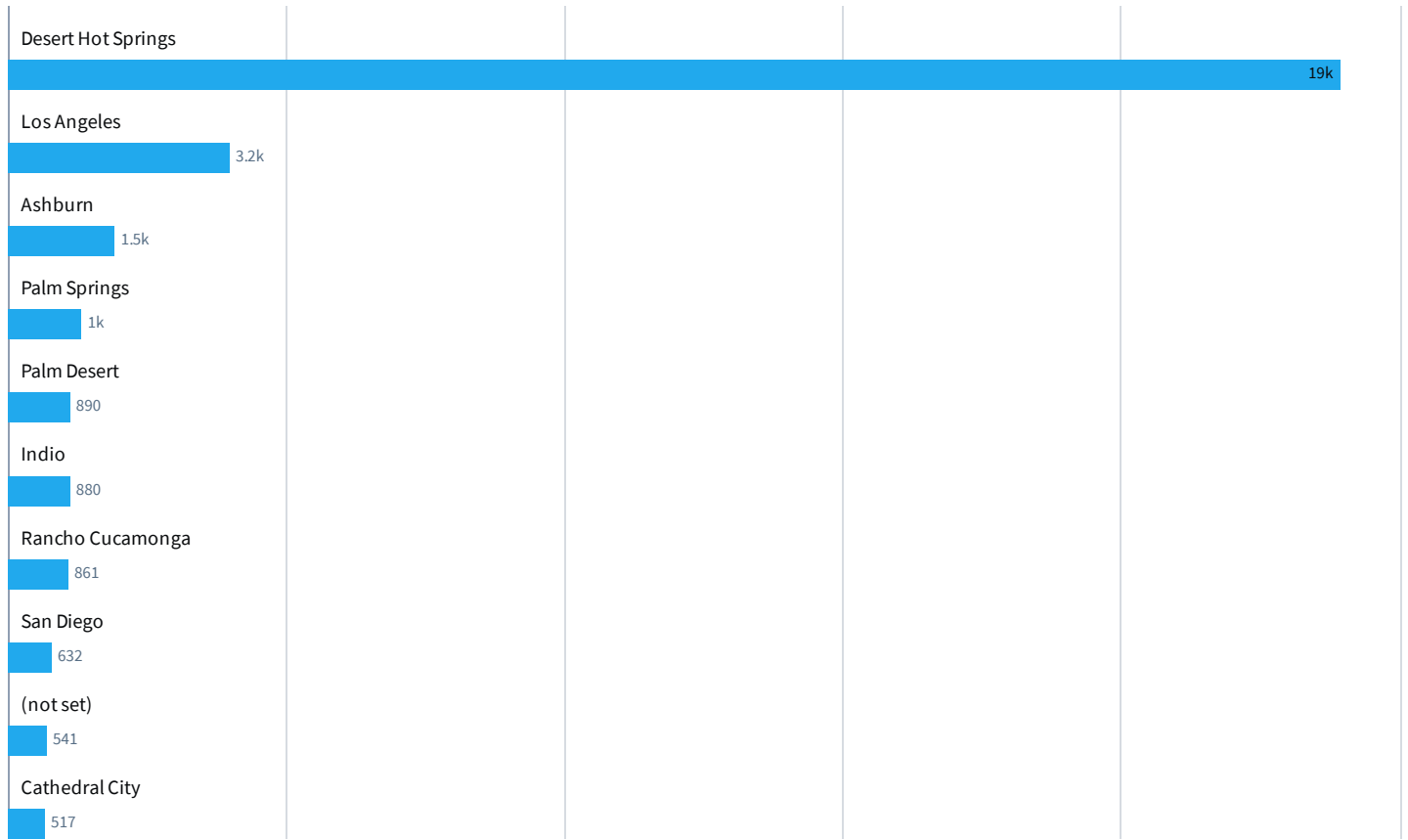
Page Title	Pageviews
Mission Springs Water District - Sign In	6,925
Mission Springs Water District - My Account	5,387
Mission Springs Water District - Home	5,326
Mission Springs Water District - Pay Bills	3,003
(not set)	2,663
Mission Springs Water District - Payment Options	2,525
Mission Springs Water District - Pay as a Guest	1,908
Mission Springs Water District - You Have Successfully Signed Off	1,622
Mission Springs Water District - Account Detail	1,470
Mission Springs Water District - Application for Water Service	463
	36,749

SESSIONS / DEVICE CATEGORY
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD



Item 18.

PAGEVIEWS BY CITY
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

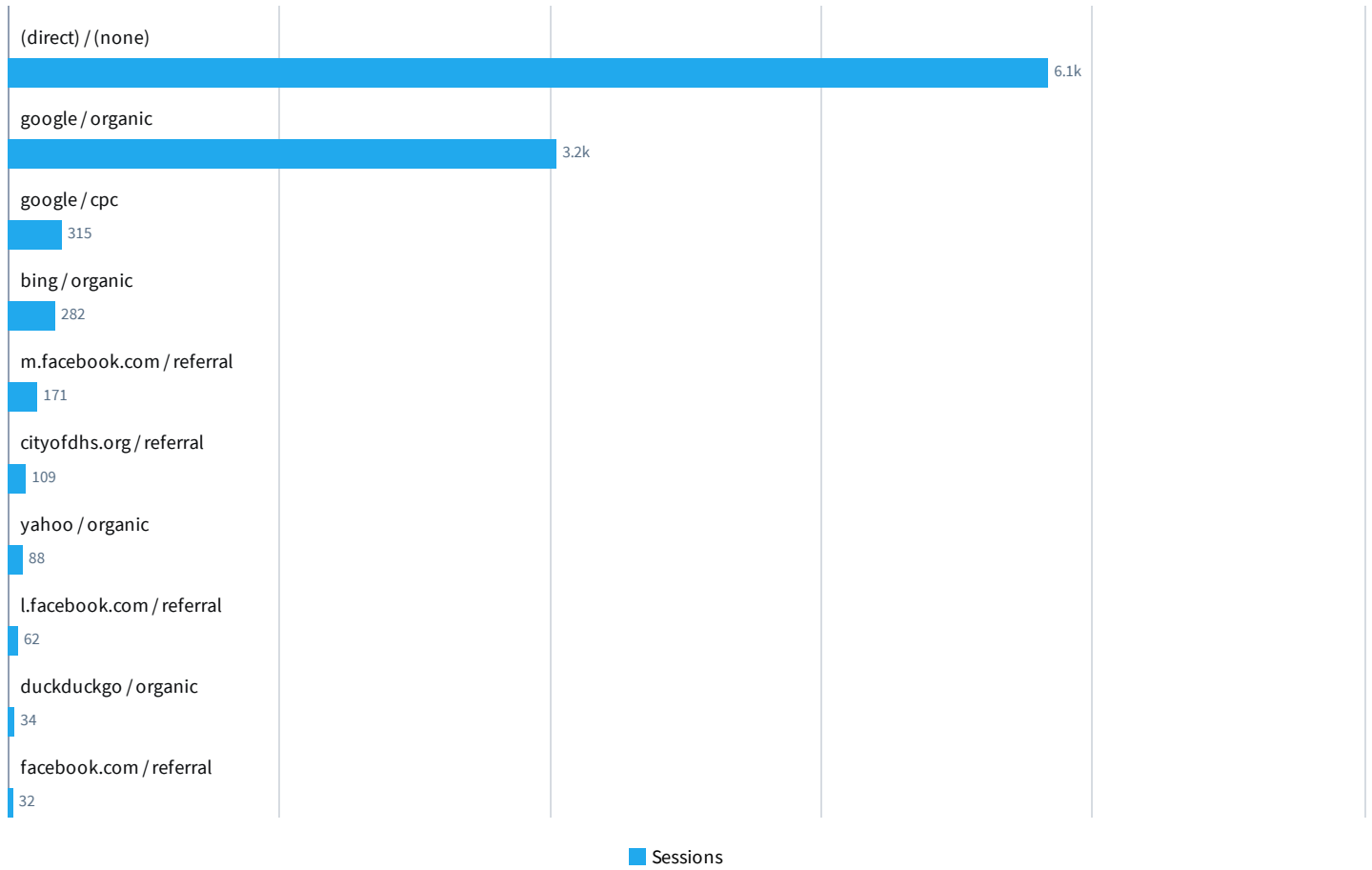


■ Pageviews

Item 18.

USER REFERRERS

WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD



AVG. SESSION DURATION

WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

2m 10s

PAGES / SESSION

WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

3.46

BOUNCE RATE

WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD

42.09%




MSWD Social Analytics

September 2021


Mission Springs Water District Social Media Analytics

Included in this Report

 @MSWaterDistrict

 Mission Springs Water District

 Beatrice Makabeh Eslamboly (All 85 Ca...

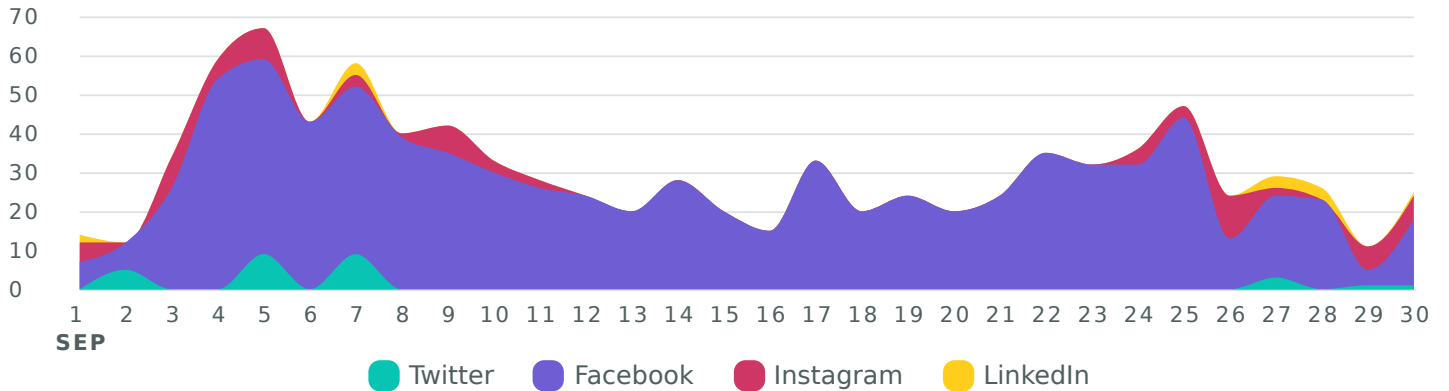
 missionspringswaterdistrict

 Mission Springs Water District

Cross-Network Engagement

See how people are engaging with your posts during the reporting period.

Engagements, by Day



Engagement Metrics	Totals	% Change
Total Engagements ⓘ	923	↗ 19.1%
Twitter Engagements	28	↗ 460%
Facebook Engagements	809	↗ 20.6%
Instagram Engagements	74	↘ 11.9%
LinkedIn Engagements	12	↘ 20%
Engagement Rate (per Impression) ⓘ	0.6%	↗ 90.3%

Cross-Network Performance Summary

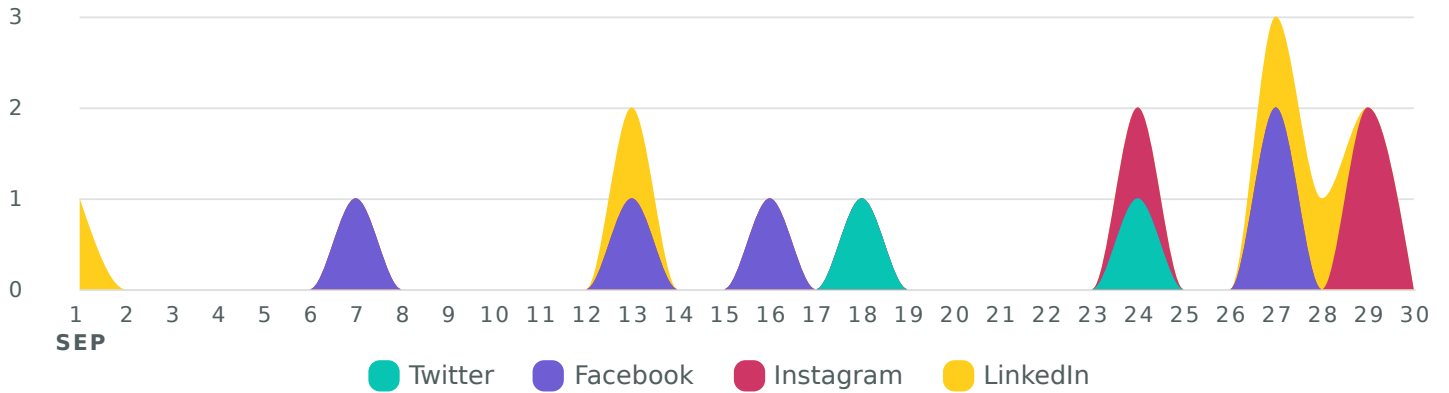
View your key profile performance metrics from the reporting period.

<p>Impressions ⓘ</p> <p>142,095 ↘ 37.4%</p>	<p>Engagements ⓘ</p> <p>923 ↗ 19.1%</p>	<p>Post Link Clicks ⓘ</p> <p>298 ↘ 6%</p>
--	--	--

Cross-Network Audience Growth

See how your audience grew during the reporting period.

Audience Gained, by Day



Audience Metrics	Totals	% Change
Total Audience ⓘ	1,416	↗10.6%
Total Net Audience Growth ⓘ	9	↘52.6%
Twitter Followers Gained	2	↗100%
Facebook Page Likes	5	→0%
Instagram Followers Gained	3	↘75%
LinkedIn Followers Gained	4	↘33.3%

FACEBOOK

Facebook Performance Summary

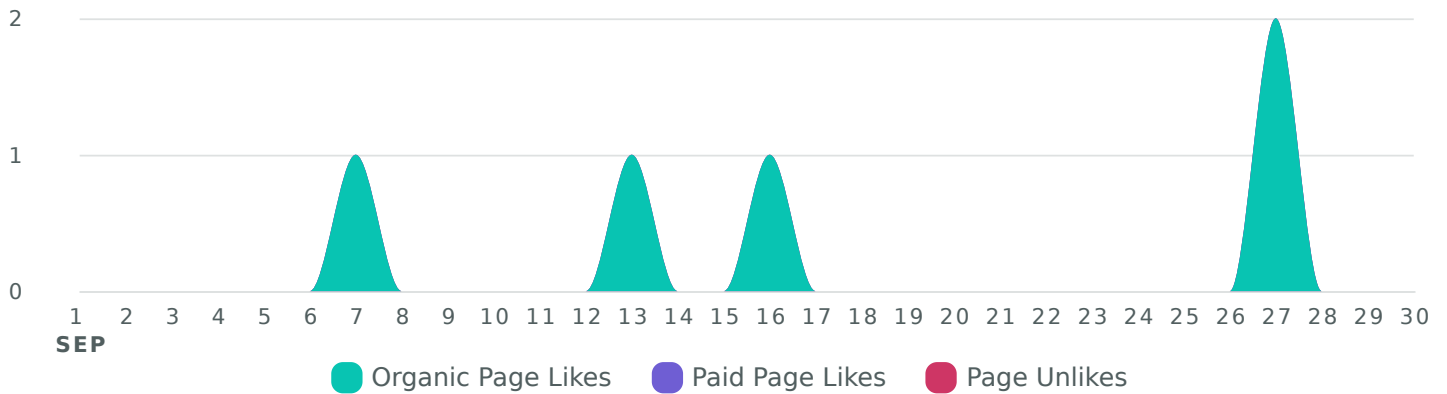
View your key profile performance metrics from the reporting period.

Impressions 133,461 ↘ 37%	Engagements 809 ↗ 20.6%	Post Link Clicks 298 ↘ 3.9%
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Facebook Audience Growth

See how your audience grew during the reporting period.

Net Page Likes Breakdown, by Day






Audience Metrics	Totals	% Change
Fans	1,082	↗ 0.37%
Net Page Likes	5	↗ 400.00%
Organic Page Likes	5	→ 0.00%
Paid Page Likes	0	→ 0.00%
Page Unlikes	0	↘ 100.00%

Facebook Top Posts

Review your top posts published during the selected time period, based on the post's lifetime performance.

By Lifetime Engagements

MSWD Mission Spring... Fri 9/3/2021 11:35 am PDT	MSWD Mission Spring... Fri 9/24/2021 2:10 pm PDT	MSWD Mission Spring... Thu 9/30/2021 10:32 am...																																				
<p>We have another exciting addition to our team! Join us as we welcome Kurt</p> 	<p>Please join us in welcoming Marion Champion as our new Programs and Public Affairs</p> 	<p>Join us in welcoming Jeanie Baver as our new Administrative Assistant in th</p> 																																				
<table border="1"> <tr> <td>Total Engagements</td> <td>33</td> </tr> <tr> <td>Reactions</td> <td>16</td> </tr> <tr> <td>Comments</td> <td>4</td> </tr> <tr> <td>Shares</td> <td>1</td> </tr> <tr> <td>Post Link Clicks</td> <td>—</td> </tr> <tr> <td>Other Post Clicks</td> <td>12</td> </tr> </table>	Total Engagements	33	Reactions	16	Comments	4	Shares	1	Post Link Clicks	—	Other Post Clicks	12	<table border="1"> <tr> <td>Total Engagements</td> <td>19</td> </tr> <tr> <td>Reactions</td> <td>15</td> </tr> <tr> <td>Comments</td> <td>0</td> </tr> <tr> <td>Shares</td> <td>2</td> </tr> <tr> <td>Post Link Clicks</td> <td>—</td> </tr> <tr> <td>Other Post Clicks</td> <td>2</td> </tr> </table>	Total Engagements	19	Reactions	15	Comments	0	Shares	2	Post Link Clicks	—	Other Post Clicks	2	<table border="1"> <tr> <td>Total Engagements</td> <td>14</td> </tr> <tr> <td>Reactions</td> <td>12</td> </tr> <tr> <td>Comments</td> <td>0</td> </tr> <tr> <td>Shares</td> <td>1</td> </tr> <tr> <td>Post Link Clicks</td> <td>—</td> </tr> <tr> <td>Other Post Clicks</td> <td>1</td> </tr> </table>	Total Engagements	14	Reactions	12	Comments	0	Shares	1	Post Link Clicks	—	Other Post Clicks	1
Total Engagements	33																																					
Reactions	16																																					
Comments	4																																					
Shares	1																																					
Post Link Clicks	—																																					
Other Post Clicks	12																																					
Total Engagements	19																																					
Reactions	15																																					
Comments	0																																					
Shares	2																																					
Post Link Clicks	—																																					
Other Post Clicks	2																																					
Total Engagements	14																																					
Reactions	12																																					
Comments	0																																					
Shares	1																																					
Post Link Clicks	—																																					
Other Post Clicks	1																																					

INSTAGRAM

Instagram Performance Summary

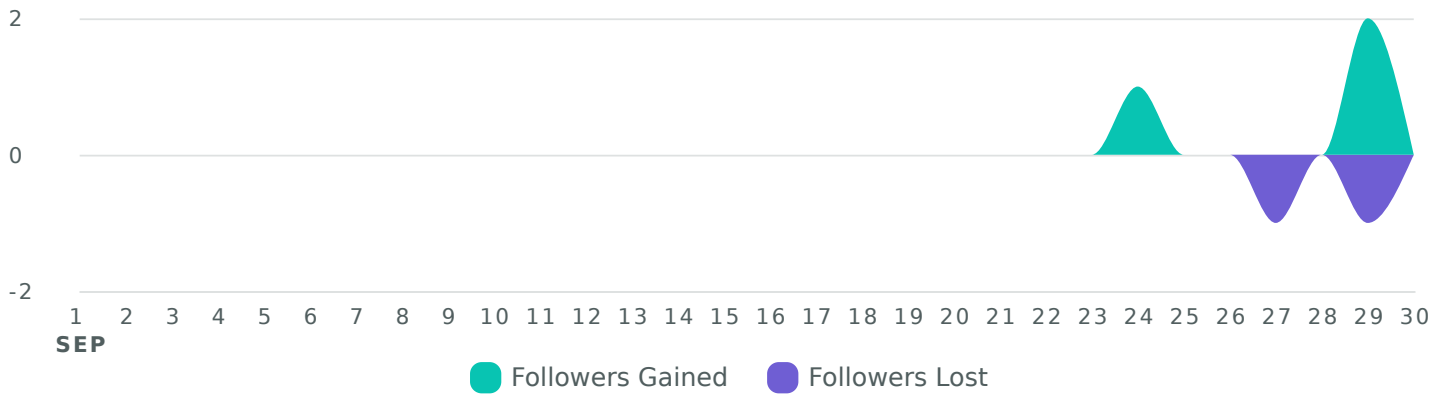
View your key profile performance metrics from the reporting period.

Impressions 7,999 ↘44.4%	Engagements 74 ↘11.9%	Profile Actions 1 ↘50%
------------------------------------	---------------------------------	----------------------------------

Instagram Audience Growth

See how your audience grew during the reporting period.

Net Follower Growth Breakdown, by Day



Audience Metrics	Totals	% Change
Followers	182	↗0.6%
Net Follower Growth	1	↘90.9%
Followers Gained	3	↘75%
Followers Lost	2	↗100%

Instagram Top Posts & Stories

Review your top posts and stories published during the selected time period, based on the post or story's lifetime performance.

By Lifetime Engagements

MSWD	missionsprings...	missionsprings...	missionsprings...
Thu 9/2/2021 8:31 pm PDT	Thu 9/30/2021 10:32 am...	Wed 9/8/2021 2:06 pm P...	
Help us celebrate a new member to our team! We proudly welcome Tim	Join us in welcoming Jeanie Baver as our new Administrative Assistant in th	Sending FOGS down the drain could cause clogs! Fats, oils and grease can easily build u	
Total Engagements 11	Total Engagements 9	Total Engagements 9	
Likes 10	Likes 8	Likes 8	
Comments 1	Comments 1	Comments 1	
Saves 0	Saves 0	Saves 0	

TWITTER

Twitter Performance Summary

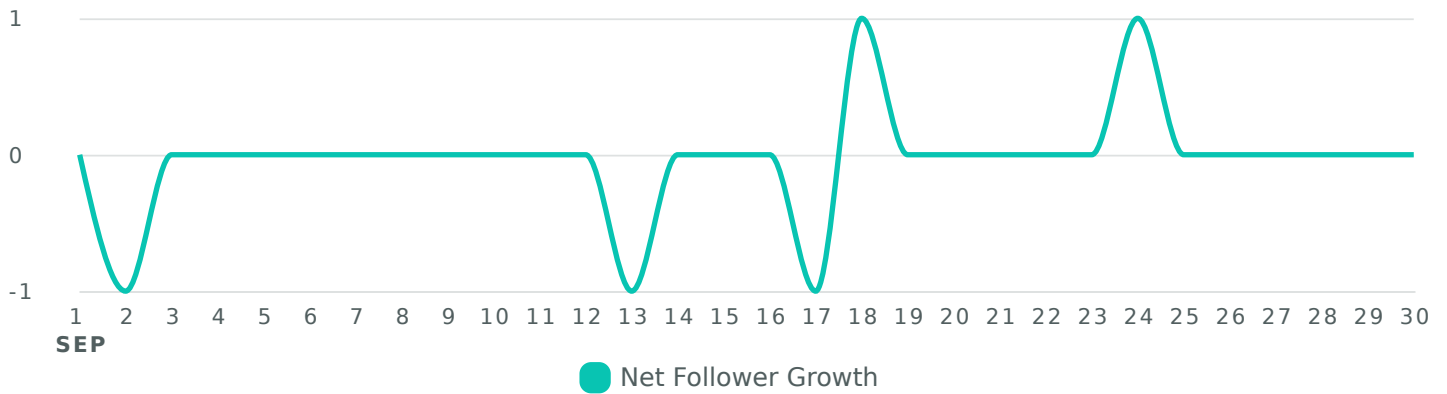
View your key profile performance metrics from the reporting period.

Impressions 504 ↘30.6%	Engagements 28 ↗460%	Post Link Clicks 0 →0%
----------------------------------	--------------------------------	----------------------------------

Twitter Audience Growth

See how your audience grew during the reporting period.

Net Follower Growth, by Day





Audience Metrics	Totals	% Change
Followers	78	↘1.3%
Net Follower Growth	-1	↘200%
Following	100	→0%

Twitter Top Posts

Review your top posts published during the selected time period, based on the post's lifetime performance.


By Lifetime Engagements







MSWaterDistrict
Wed 9/29/2021 1:15 pm ...


Coffee tastes better when it's made with award winning MSWD tap water.



Total Engagements	2
Likes	2
@Replies	0
Retweets	0
Post Link Clicks	—
Other Post Clicks	0
Other Engagements	0










MSWaterDistrict
Sat 9/25/2021 9:27 pm ...


#DYK that MSWD offers toilet rebates? Upgrading your toilet to a newer model uses less



Total Engagements	2
Likes	2
@Replies	0
Retweets	0
Post Link Clicks	0
Other Post Clicks	0
Other Engagements	0

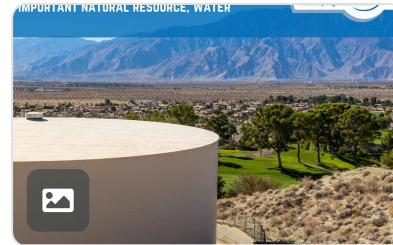







MSWaterDistrict
Tue 9/28/2021 9:32 pm ...

Whether it is protecting the sustainability of our groundwater supply our



Total Engagements	1
Likes	1
@Replies	0
Retweets	0
Post Link Clicks	—
Other Post Clicks	0
Other Engagements	0



LINKEDIN

LinkedIn Performance Summary

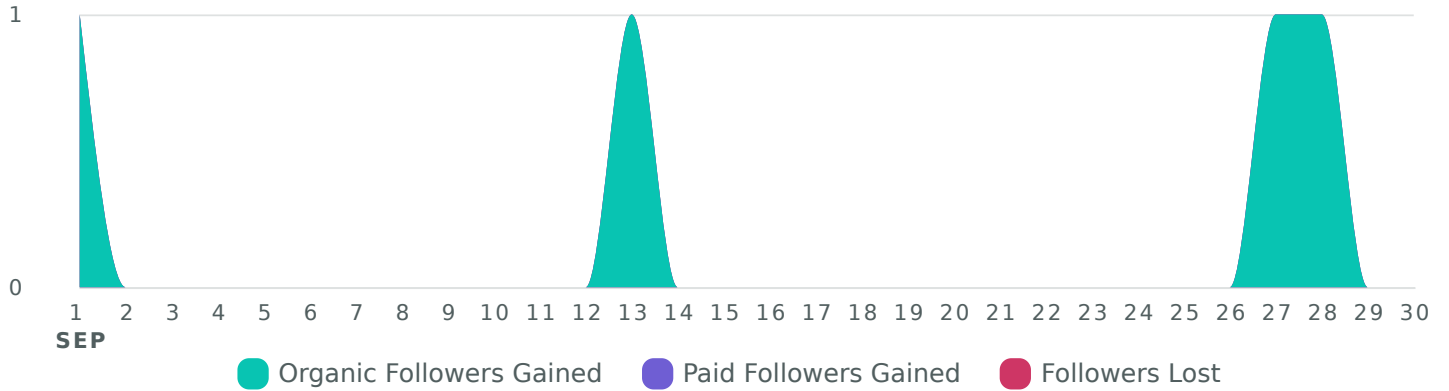
View your key profile performance metrics from the reporting period.

Impressions 131 ↘ 35.5%	Engagements 12 ↘ 20%	Post Clicks (All) 0 ↘ 100%
-----------------------------------	--------------------------------	--------------------------------------

LinkedIn Audience Growth

See how your audience grew during the reporting period.

Net Follower Growth Breakdown, by Day



Audience Metrics	Totals	% Change
Followers	74	↗5.7%
Net Follower Growth	4	↘33.3%
Organic Followers Gained	4	↘33.3%
Paid Followers Gained	0	→0%
Followers Lost	0	→0%

LinkedIn Top Posts

Review your top posts published during the selected time period, based on the post's lifetime performance.

By Lifetime Engagements




in Mission Spring...
Sun 9/26/2021 9:30 pm ...

Join us for our celebration of **#HispanicHeritageMonth!**
#MSWD




Total Engagements	7
Reactions	6
Comments	0
Shares	1
Post Clicks (All)	0







in Mission Spring...
Tue 9/7/2021 4:03 pm UTC


California is fighting **#drought** statewide. While other parts of the state are




Total Engagements	3
Reactions	2
Comments	0
Shares	1
Post Clicks (All)	0







0

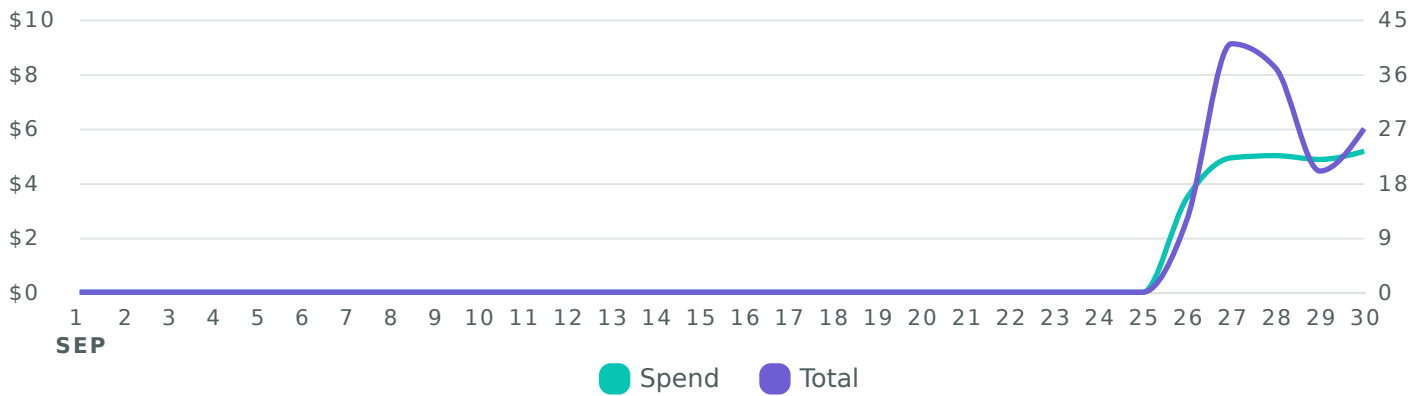


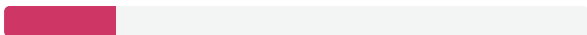



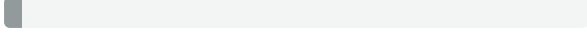
SPONSORED POSTS

Facebook & Instagram Paid Engagement

Visualize and analyze how people are engaging with your paid campaigns during the reporting period.

Engagements, by Day



Engagement, by Engagement Type	Totals	% Change
Total Engagements	137	↘ 87.8%
Reactions 	26	↘ 85.3%
Shares 	0	↘ 100%
Comments 	0	↘ 100%
Link Clicks 	107	↘ 87%
Other 	4	↘ 95.8%

Engagement Metrics	Totals	% Change
CPE	\$0.17	↗ 36.5%
Engagement Rate (per Impression)	2.7%	↘ 36.4%
Average Daily Engagements	4.57	↘ 87.8%

Facebook & Instagram Paid Engagement

Visualize and analyze how people are engaging with your paid campaigns during the reporting period.

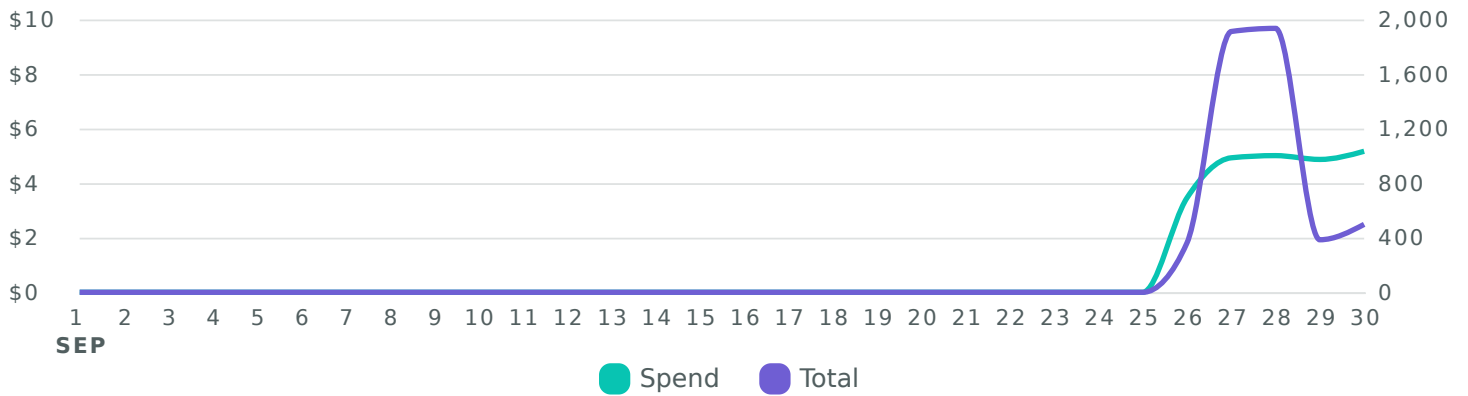
Engagements, by Day

Campaign **Instagram Post: Summer is about to end, but we're...** received 1 engagement for every 3,716.79 impressions

Facebook & Instagram Paid Impressions

Review how many times your content was seen by the targeted audience during the reporting period.

Impressions, by Day



Impression Metrics	Totals	% Change
Total Impressions	5,092	↘ 80.8%

Impression Metrics	Totals	% Change
CPM	\$4.60	↘ 13.2%
Average Daily Impressions	169.73	↘ 80.8%



A DAY OF HOPE

Saturday, September 18, 2021
11:00 a.m.



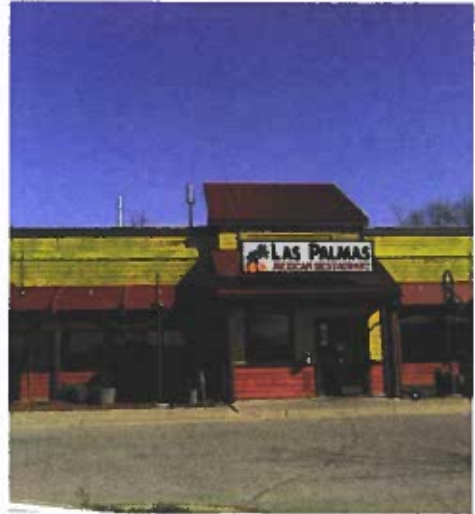
LAS PALMAS MEXICAN CUISINE

Is proud to support
SOROPTIMIST HOUSE OF HOPE

Two locations to serve you

Desert Hot Springs
11349 Palm Drive
760-329-2048

Yucca Valley
55792 Twentynine Palms Highway
760-369-7164



Preserving our past....for
the future!



DHSHistoricalSociety.org

MISSION SPRINGS WATER DISTRICT

Always working for you
Always hopeful

Proud to support Soroptimist's "A Day of Hope"



MSWD.ORG





**Thank you for
your support of
“A Day of Hope”
And the
40th Anniversary**

**Providing a safe, nurturing
environment in which women can
learn the life skills necessary to
recover from their addictions and
become productive members of
society.**

www.reveryhouseofhope.org

OPINION

“Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”

FIRST AMENDMENT TO THE U.S. CONSTITUTION



JOE HELLER

LETTER TO THE EDITOR

Wake up, Democrats

They said we would always remember 9/11, but we didn't. It may have taken some months, but if we are honest, we don't give it much thought.

Now we have had 8/26, not that long ago, when President Joe Biden, Kamala Harris, the defense secretary, the Joint Chiefs chairman and other generals helped cause the deaths of 13 young service members stationed in Kabul, Afghanistan, along with hundreds of innocent Afghans.

The attack was caused by the U.S. leaders' absolute ineptitude, poor military planning, not listening to their intelligence officers and cowardice in front of the enemy.

Did I mention \$88 billion of military hardware left behind?

These folks should really be relieved of their duties and tarred and feathered. But, no, they are off and running to burden the country with over \$5 trillion of debt, declare parents of schoolchildren domestic terrorists and allow more illegal immigrants into the country without adequate vetting or health checks.

Do you really believe anybody even knows who these thousands of Haitian and Afghan immigrants just released into the interior are, with thousands more on the way? Is it strange they are never released into Delaware, Virginia or D.C.?

You Democratic parents better wake up.
Dennis Johnson, Palm Desert

Saving water cuts bills, helps future generations

Your Turn
Arden Wallum
Guest columnist

Extended droughts broken up by rainy years are part of a natural cycle here in California. Our state is once again in another dry period, with areas of Northern California already experiencing a significant impact. It is not a question of if, but when the Coachella Valley faces a similar fate.

Thanks to decades of targeted projects and careful planning, Mission Springs Water District will have enough water to serve our 40,000 customers in and around Desert Hot Springs.

MSWD relies on groundwater for 100% of our award-winning water supply. Protecting this treasured resource is vital for multiple reasons. Not only does the Mission Creek Subbasin serve our customers, it also sits at the headwaters of the entire Coachella Valley Groundwater Basin, which provides drinking water for 400,000 people in all nine desert cities and surrounding unincorporated areas.

For more than 25 years, MSWD has demonstrated its commitment to water quality through active participation in the Groundwater Guardian program. As one of the earliest members of this organization, we have teamed up to actively engage with our customers to better educate them about the importance of protecting this resource.

By promoting conservation, we can leave more water in the ground to meet future needs.

Our wastewater treatment system also plays an important role in protecting and preserving our aquifer, which contains our local groundwater supply. Each day, the Alan L. Horton Wastewater Treatment Plant cleans more than 2 million gallons of water. Once treated, the water fills 11 percolation ponds, where it begins a natural process of recharging the aquifer.

Since 1995, our Groundwater Quality Protection Program has been working to convert septic systems into sewer connections across our 135-square-mile service area.

To better meet the growing demand for wastewater treatment, we are building a new Regional Water Reclamation Facility to treat an additional 1.5 million gallons per day. This treated water will initially add to groundwater recharge, but could later support recycled water production for irrigation. Additional investments include new sewer lines and converting more than 400 septic tanks to sewer service.

To minimize the financial impact of construction for our customers, MSWD has pursued and secured state and federal grants, along with low-interest financing, to greatly reduce ratepayer costs. For example, MSWD is securing \$16 million in grants and a \$27.8 million low-interest loan to cover most of the \$49.1 million cost for the new reclamation facility.

These investments will help us meet the governor's call to voluntarily reduce water use by 15% compared to 2020 levels. While this will take effort, we know it is possible.

During the last drought in 2015, mandatory restrictions designed to cut water consumption by 25% contributed to significant reductions statewide. Here in the Coachella Valley, more than 60 billion gallons of water have been saved since then, thanks to the collective efforts of consumers across the region.

Mission Springs Water District is committed to empowering customers to do their part in conserving. We offer rebates for turf conversions and high-efficiency toilets. Our LivingWise program teaches children water-saving habits, and we have a wealth of conservation tips on our website, mswd.org. We also participate in CV Water Counts, a regional group that educates the local community about conservation.

Working together, we can all continue to sustain our water supply now and for future generations. While it will take some effort, MSWD customers have demonstrated we can overcome this challenge. Thank you for conserving.

Arden Wallum is general manager at Mission Springs Water District. He can be reached at awallum@mswd.org.



From left, Vice President Kamala Harris, President Joe Biden and Secretary of Defense Lloyd Austin walk up the steps at the Pentagon, Feb. 10.

ALEX BRANDON/AP

SHARE YOUR VIEWS

The Desert Sun welcomes guest columns or cartoons addressing local political and social issues, or some other aspect of life in the Coachella Valley. General guidelines include:

- Columns should be 500 to 550 words.
 - Cartoons can be one panel or multiple.
 - We print the author's photo, city of residence and contact info (typically an email address) with a column; and name and city of residence with a cartoon.
 - Anonymous columns or cartoons are never published.
 - Stick to a single topic in columns and avoid personal attacks.
 - We reserve the right to edit columns and to republish (including electronically) all columns and cartoons.
- Direct submissions and questions to letters@desertsun.com.

SEND YOUR LETTER

Email letters to letters@desertsun.com

- Letters must include the writer's name, address and telephone number for verification
 - Letters should be fewer than 200 words
 - Letters may be edited for length, clarity and taste
- See a complete list of rules online.

**MSWD PER-CAPITA WATER USE REPORTING
TO THE SWRCB**

SWRCB Drought Reporting -- 2020

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Production - Month (AF)	553	521	558	573	699	793	856	885	785	756	690	588
Residential use = 65%	359	339	363	372	454	515	556	575	510	491	449	382
325,851 gal per AF	117,127,142	110,349,441	118,186,158	121,363,205	148,050,402	167,959,898	181,303,496	187,445,788	166,265,473	160,123,181	146,144,174	124,540,252
Service area population - 37,600	3115	2935	3143	3228	3938	4467	4822	4985	4422	4259	3887	3312
Number of days in month	31	28	31	30	31	30	31	31	30	31	30	31
Per capita water use (Gal Day)	100	105	101	108	127	149	156	161	147	137	130	107

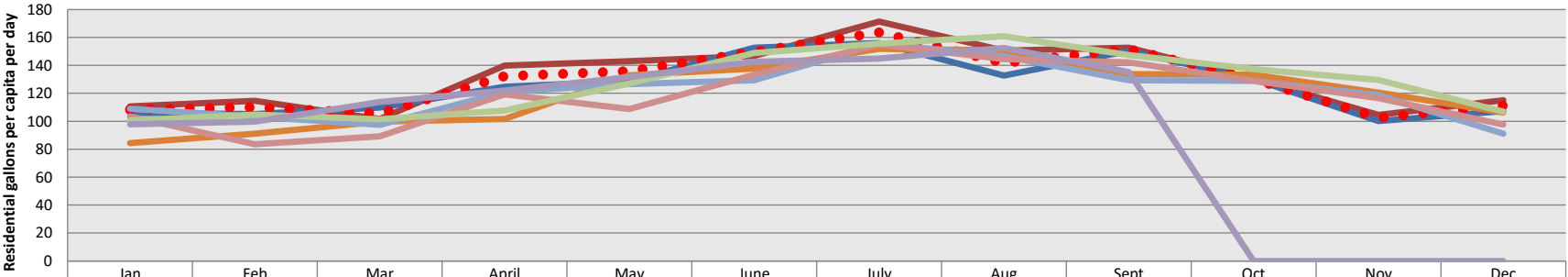
SWRCB Drought Reporting -- 2021

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Production - Month (AF)	538	496	626	649	724	759	797	839	720	0	0	0
Residential use = 65%	350	322	407	422	471	493	518	545	468	0	0	0
325,851 gal per AF	113,950,095	105,054,362	132,588,772	137,460,244	153,345,481	160,758,591	168,807,111	177,702,843	152,494,032	-	-	-
Service area population - 37,600	3031	2794	3526	3656	4078	4275	4490	4726	4056	0	0	0
Number of days in month	31	28	31	30	31	30	31	31	30	31	30	31
Per capita water use (Gal Day)	98	100	114	122	132	143	145	152	135	0	0	0

SWRCB Drought Reporting -- Historical

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Change GPCD from 2013 to 2019	7	31	12	21	34	13	16	6	11	1	(12)	17
Percent Change From 2013 to 2019	6%	27%	12%	15%	24%	9%	10%	4%	7%	1%	-11%	15%
Change GPCD from 2013 to 2020	10	10	0	32	16	(2)	16	(10)	5	(7)	(25)	8
Percent Change From 2013 to 2020	9%	9%	0%	23%	11%	-2%	9%	-7%	3%	-6%	-24%	7%
Change GPCD from 2013 to 2021	13	15	(12)	18	11	4	26	(2)	18			
Percent Change From 2013 to 2021	12%	13%	-12%	13%	8%	3%	15%	-1%	11%			

Per Capita/Per Day Comparison



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2013	111	115	102	140	143	147	171	151	153	130	105	115
2014	106	105	110	125	129	153	156	133	150	130	100	107
2013-14 Average	108	110	106	132	136	150	164	142	152	130	102	111
2017	85	91	100	102	133	138	152	151	134	133	121	106
2018	109	103	97	121	127	129	156	147	129	129	119	91
2019	104	83	89	119	109	133	155	144	142	129	116	98
2020	100	105	101	108	127	149	156	161	147	137	130	107
2021	98	100	114	122	132	143	145	152	135	0	0	0