



BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION AGENDA

Thursday, March 14, 2024 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT WILL HOLD ITS REGULAR MEETING(S) ON THE DATE LISTED ABOVE. THE BOARD WILL MEET IN PERSON AT 66575 SECOND STREET, DESERT HOT SPRINGS.

THE PUBLIC IS PERMITTED TO ATTEND THIS MEETING IN PERSON OR VIRTUALLY USING THE ZOOM LINK BELOW.

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. ROLL CALL
3. ANNOUNCEMENT AND VERIFICATION OF REMOTE MEETING PARTICIPATION PURSUANT TO AB 2449 OR GC 54953(b)
4. PLEDGE OF ALLEGIANCE
5. RULES OF PROCEDURE
6. 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.*

EMPLOYEE RECOGNITION

7. HUMAN RESOURCES REPORT

ACTION ITEMS**8. PUBLIC HEARING ~ ORDINANCE 2024-01 ~ ESTABLISHING RULES AND REGULATIONS FOR SEWER SERVICE**

It is recommended to conduct the public hearing and adopt Ordinance 2024-01, amending Ordinance 2008-2, establishing the rules and regulations for sewer service, Article VI Industrial Discharges.

9. MISSION SPRINGS WATER DISTRICT 2024 STRATEGIC PLAN ADOPTION

It is recommended to adopt the 2024 Strategic Plan.

10. CONTRACT AMENDMENTS FOR CONSTRUCTION AND CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE WELL 42 PROJECT

It is recommended to authorize the General Manager to execute contract amendments with AECOM Technical Services Inc., EnviroLogic Resources Inc., and TKE Engineering Inc., for additional engineering services during construction and with Rollapart Buildings Inc. for additional construction support and inspection services during the construction of the Well 42 Project in the amount of \$113,605.00.

11. ACCEPT ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED JUNE 30, 2023

It is recommended to review and accept the annual comprehensive financial report as presented by Rogers, Anderson, Malody & Scott, LLP.

12. NOTICE OF ACCEPTANCE OF THE SUPPLEMENTAL ENVIRONMENTAL PROJECT

It is recommended to accept the Supplemental Environmental Project as complete and authorize the release of retention money held for R.E. Chaffee Construction, Inc., in the amount of \$19,843.85, thirty-five days after filing the Notice of Completion (NOC).

13. QUITCLAIM EXISTING PUBLIC UTILITY EASEMENTS ON ADJACENT PROPERTIES APN 642-192-019 AND 642-192-020

It is recommended to authorize the General Manager to take the necessary actions to record a permanent quitclaim of the portions of the utility easements not in use by Mission Springs Water District for residential construction on real properties in the City of Desert Hot Springs, APN 642-192-019 and 642-192-020.

DISCUSSION ITEMS**14. NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE****15. CRITICAL SERVICES CENTER AND ADMINISTRATIVE BUILDING UPDATE****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.

16. APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

February 13, 2024 - Special Meeting Workshop Minutes

February 15, 2024 - Study Session Minutes

February 20, 2024 - Board Meeting Minutes

17. REGISTER OF DEMANDS

The register of demands totaling \$2,544,544.45

REPORTS**18. DIRECTOR'S REPORTS****19. GENERAL MANAGER'S REPORT**

Included in this report are the following oral reports:

- A. Organizational Update
- B. Finance Report
- C. Public Affairs Report

COMMENTS**20. DISTRICT COUNSEL COMMENTS****21. DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

- A. Director General Comments
- B. Director Requests for Future Agenda Item

CLOSED SESSION**22. CONFERENCE WITH LEGAL COUNSEL REGARDING ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2) One potential case.

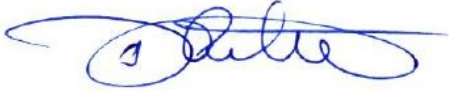
23. REPORT ON ACTION TAKEN DURING CLOSED SESSION**24. ADJOURN**

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 WWW.MSWD.ORG/MEETINGS. NOTE: THE PROCEEDINGS MAY BE AUDIO AND VIDEO RECORDED.

CERTIFICATION OF POSTING

I certify that on or before March 11, 2024, a copy of the preceding notice was posted near the regular meeting place of the Board of Directors of Mission Springs Water District at least 72 hours before the meeting (Government Code Section 54954.2).



Dori Petee
Executive Assistant

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): MARCH 14 & 18, 2024

FROM: ORIANA HOFFERT-HUMAN
RESOURCES MANAGER



HUMAN RESOURCES REPORT PERSONNEL ACTIVITY FOR THE PERIOD FEBRUARY 1-28, 2024



NEW HIRES

ANNIVERSARIES

Chad Finch	Water Production Supervisor	2 Years
Ana Murillo	Accounting Technician	2 years
Theresa Murphy	Engineering Technician II	16 Years
Carol Morin	Office Specialist II	22 Years
Mark Vermeer	WWTP Operator I	23 Years

PROMOTIONS

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): MARCH 14 & 18, 2024

FROM: ERIC WECK, P.E., ENGINEERING MANAGER

FOR: ACTION X DIRECTION _____ INFORMATION _____



PUBLIC HEARING – ORDINANCE AMENDMENT SEWER SERVICE RULES AND REGULATIONS

STAFF RECOMMENDATION

It is recommended to conduct a public hearing and adopt Ordinance No. 2024-01, Amending Ordinance 2008-02, Establishing Rules and Regulations for Sewer Service, Article VI, Industrial Discharges

SUMMARY

At the December 14th 2023 Board meeting, staff discussed and presented proposed changes to Article VI, titled Industrial Discharges of the current Sewer Service Rules and Regulations, Ordinance No. 2008-02. On March 1st and March 8th of 2024, the Desert Sun advertised this public hearing item under the Public Notices section of the newspaper. Article VI of the Rules and Regulations for Sewer Service is proposed to be amended and updated and conducting a public hearing is necessary to solicit public comment and allow the Board to make a decision on approving the amended Article VI.

ANALYSIS

As part of the updates to Article VI, the District reviewed industrial waste regulations including those specific to the cannabis industry from different public agencies. Among the several updates, the new Article VI includes information on permit terms, as well as updating the maximum constituent levels allowable to be discharged into the District’s sewer system. Public outreach was performed through mail as well as in person meetings with staff.

FISCAL IMPACT

There is no fiscal impact to the District by approving the amended Article VI of the Sewer Service Rules and Regulations Ordinance, Ordinance Number 2008-02.

ATTACHMENTS

- Proof of Publication
- Amended Article 6 – Industrial Discharges

FINANCIAL DATA		
Cost Associated with this action:		\$0
Current FY cost:		\$0
Future FY cost:		\$0
Is it covered in current year budget:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Budget adjustment needed:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
If yes, year needed:		NA
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		NA
BID/Job#		NA
Current BID/Job balance		NA
Balance remaining if approved:		NA

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Palm Springs Desert Sun:
March 8, 2024
Palm Springs Desert Sun:

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Order Number:**LYRK0066028**
External Number:9888488
Order Status:Approved
Creation Date:2/23/24 3:55 PM
Last Modified:2/23/24 4:02 PM
By:1252892

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Article VI: Industrial Discharges

- 6.01 Objective** – The purpose of this section is to control the wastewater discharged into the public sewer from nonresidential users, which could contribute to causing the effluent discharge from the sewage treatment facility to violate any discharge requirement set by the United States Environmental Protective Agency (EPA) and California Regional Water Quality Control Board (RWQCB) as well as to protect public health, District personnel, and District facilities.
- 6.02 Authority** – The District’s Ordinance, Rules and Regulations may be amended from time to time in order to comply with updates to regulations set by the United States EPA or California RWQCB.

The District’s General Manager’s powers include but not limited to:

- Issue industrial wastewater discharge authorization.
- Issue industrial wastewater discharge permit.
- Require the installation and maintenance of pretreatment and/or monitoring facilities and equipment.
- Require monitoring and reporting of discharge to the public sewer system.
- Monitor the quality of wastewater that enters the sewer system.
- Require the preparation of a spill containment plan and reporting of accidental discharge.
- Require the preparation of a slug control plan.
- Reject industrial wastewater discharge.
- Require control over the quantities or rate of industrial discharge to the public sewer system.
- Require payment to cover the added cost of handling and treating the industrial water/waste not covered by existing taxes or charges under the provisions of these regulations.

- 6.03 Industrial Wastewater – Industrial Waste** – Industrial Waste is defined as all wastewater from any manufacturing, processing, institutional, commercial, or agricultural operation, or any operation where the wastewater discharged includes significant quantities of waste of non-human origins. Any person desiring to discharge industrial wastewater into the Public Sewer or upon request of the District any person shall be required to submit an application to the General Manager presenting information as to the characteristics and amount of industrial wastewater to be discharged. No industrial wastewater shall be discharged into the Public Sewer, which will contribute to causing the effluent discharged from the sewage treatment facilities to violate any discharge requirement set by the California RWQCB.

6.04 Prohibited Industrial Discharges – No industrial waste shall be discharged to the Public Sewer which exceeds the District’s wastewater influent standards (refer to Article V) or exceeds the following chemical, physical and/or bacteriological concentrations:

Constituent		Not to Exceed Limit
a	Methylene Blue Active Substance (MBAS)	1.0 mg/L
b	Ammonia Nitrogen	45 mg/L
c	Total Kjeldahl Nitrogen (TKN)	60 mg/L
d	Dissolved Sulfides	0.1 mg/L
e	Five (5) day Biochemical Oxygen Demand (BOD)	250 mg/L
f	Total Dissolved Solids (TDS)	665 mg/L
g	Sulphate-Ion	50 mg/L (See note 1)
h	Sodium-Ion	100 mg/L (See note 2)
i	Fluoride-Ion	0.7 mg/L (See note 3)
j	Chloride-Ion	70 mg/L (See note 4)
k	The discharge of water of natural geothermal origin is expressly prohibited	

Note 1: The not to exceed limit for Sulphate shall be 50 mg/L plus the yearly average of Sulphate Ion in the water supply

Note 2: The not to exceed limit for Sodium shall be 100 mg/L plus the yearly average of Sodium in the water supply

Note 3: The not to exceed limit for Fluoride-Ion shall be 0.7 mg/L plus the yearly average of the Fluoride-Ion in the water supply.

Note 4: The not to exceed limit for Chloride-Ion shall be 70 mg/L plus the yearly average of Chloride-Ion in the water supply.

6.05 Application for Industrial Discharge Permit – Any person desiring to discharge industrial waste into the Public Sewer, or as requested by the District, shall submit a complete permit application to the General Manager for review. The General Manager may issue an industrial discharge permit for connection to the Public Sewer System and may set requirements on the quantity and quality of any discharge. All industrial waste permit applications shall include but not limited to the following information:

- a. Name, address, and contact information for the business owners and managers who will be onsite during business hours.
- b. Description of the facility type, activities, operation, and services to be provided.
- c. Description of equipment type used on site.
- d. Facility Size.
- e. Type and amount of raw materials/chemicals used, stored, and/or processed on site. This should include a description of how materials/chemicals are stored.

- f. Wastewater flow rate and time/duration of discharge.
- g. Constituents of wastewater discharge
- h. Site plans, floor plans, mechanical and plumbing plans to show all sewers, floor drains and appurtenances by size, location, elevations, and points of discharge.
- i. Proposed pretreatment and monitoring facilities and procedures to be used.
- j. Any other information deemed necessary by the General Manager to evaluate the wastewater discharge application.

6.06 Industrial Waste Discharge Permit – Permits shall be issued for a period not to exceed five (5) years and are non-transferable. Approximately three (3) months prior to the expiration of the Industrial Wastewater Discharge Permit period, the District will give notice to the Permit holder of the need for renewal. Renewal of the Industrial Waste Discharge Permit requires the applicant to submit a new application to the District with the information provided in section 6.05 of these Ordinance for review and approval. The Industrial Waste Discharge Permit shall be kept onsite and made available to District employees or representatives to view upon request.

Industrial Waste Discharge permits are not transferable between new owners or users. Upon change of ownership and/or user of facility and/or uses within the facility, a new Industrial Waste Discharge Permit application shall be submitted to the District within ten (10) working days of the effective change. If the owner/user fails to submit a new application within the time stipulated, the Industrial Waste Discharge Permit will be voided, and the discharger shall receive a notice of violation.

6.07 Industrial Waste Discharge Permit Amendments – The General Manager reserves the right to modify an industrial waste discharge permit for good cause including but not limited to:

- a. To incorporate new, revised or updated federal, state, or local pretreatment standards or requirements.
- b. To address significant alterations or additions to the discharger's operation processes, or wastewater volumes or characteristics since the time of permit issuance.
- c. Information indicating that the permitted discharge poses a threat to the District's sewer system, District's personnel or the receiving waters.
- d. Violation of any terms or conditions of the permit.
- e. Misrepresentation or failure to fully disclose all relevant facts in the submitted Industrial Waste Discharge permit application or in any of the required reporting.
- f. To reflect the transfer of ownership or operation of the facility.

A permit revision is required when the wastewater discharge deviates from the approved quantity or quality indicated in the current permit by more than 25 percent. The permit revision submittal should include a new permit application and a detailed description explaining the reason for the change in wastewater characteristics

between the existing discharge and the indicated discharge in the original approved permit. If significant changes in wastewater-generating processes have been made since the original permit approval, the Owner/User will be required to submit updated plans and information.

- 6.08 Conditions of the Industrial Waste Discharge Permit** – By applying for an industrial waste discharge permit, the applicant agrees to abide by all rule, regulations, ordinances and policies of the District concerning and pertaining to the industrial discharge permit. Any violations of the District’s rule, regulations, ordinances and policies can subject the Industrial Waste Discharge Permit to immediate revocation as determined by the District.

The General Manager may include some or all of the following as conditions in any Industrial Waste Discharge Permit:

- a. **Pretreatment of Industrial Waste** – The General Manager may require the Owner/User, at his own expense, for the pretreatment and handling of the industrial waste to an acceptable condition prior to discharge to the Public Sewer. Any plans, specifications, or other applicable information related to the design, operation and construction of preliminary treatment or handling devices shall be submitted to the General Manager for review and approval at the time of permit application. No Construction of any such devices shall commence without approval from the General Manager. Pretreatment of industrial waste shall be in accordance with the United States EPA and/or California RWQCB pretreatment standards.
- b. **Limit Quantities and Rates** – The permit may require that the Owner/User exercise specific control over the quantities and rates of discharge. If necessary, the Owner/User shall install an approved flume and automatic recording device for the purpose of measuring flow and flow rates.
- c. **Spill Control Plan** – The Owner/User may be required to develop and implement a spill Control plan to adequately manage and prevent accidental/unanticipated discharges to the Public Sewer.
- d. **Waste Minimization Plan** – The Owner/User may be required to develop and implement a Waste Minimization Plan to reduce the amount of pollutants discharged to the Public Sewer system.
- e. **Grease and Sand Interceptors and Separators** – The Owner/User may be required to install, maintain, and use Grease and/or Sand Interceptors and Separators as specified in the current edition of the Uniform Plumbing Code, or as modified and superseded by District Ordinances or Rules and Regulations (see Article VII Grease/Sand Interceptors).
- f. **Costs for Additional Treatment** – If in the opinion of the General Manager the Industrial Waste will require additional handling and treatment by the District, the Industrial Waste Permit shall include a special agreement or arrangement between the District and the Permit Holders whereby industrial waste may be accepted by the District for treatment, subject to payment of the added cost for

this handling and treatment as established by the Board.

- g. Control Manholes** – When required by the General Manager or District Engineer, the Owner of any property served by the Building Sewer carrying industrial wastes shall install a suitable Control Manhole in the Building Sewer to facilitate observation, sampling and measurement of waste.

Such manhole shall be installed by the owner at his expense, and shall be maintained to be safe and accessible at all times.

- 6.09 Maintenance Requirements** – All pre-treatment system, flow measuring equipment, flow equalization device, grease or sand interceptor or separator, or other equipment or device required by the Industrial Waste Permit shall be continuously maintained in satisfactory and effective operation at the Owner's expense, as approved by the District's inspector.
- 6.10 Access** – The District shall be permitted to enter all properties covered by an Industrial Waste Discharge permit for the purposes of inspection, observing, measuring, sampling, and testing of the wastewater discharged to the public sewer to determine if standards set by this Ordinance or by the permit are being met. The Owner/User shall allow the District access to all control manholes, sampling locations, pretreatment systems or other equipment or device required by the Industrial Waste Permit at all times and shall not be restricted, impeded or prevented by the Owner/User. The Owner/User shall not store, stack, place any material on or around the manhole and/or sampling location to prevent or obscure the District's access. Any temporary or permanent obstruction to safe and easy access to the facilities to be inspected by the District shall be promptly removed by the Owner/User at written or verbal request of the District and shall be at the sole cost of the Owner/User.
- 6.11 Inspection Requirements** – Physical inspections shall be coordinated with the District to allow for the District's representative to be present during inspection, sampling and testing. The permit holder shall contact the District's Wastewater Department to schedule and arrange for a District representative to be present maintenance and/or sampling/testing. Inspections will only be made during regular working hours. Inspection hours are 7:00 a.m. to 3:30 p.m., Monday - Friday. Overtime (O.T.), requiring inspection will not be allowed on a routine basis. Request to work on weekends and holidays must be received at the District's office with three (3) working days' advance notice. Approval from authorized District staff must be obtained prior to any O.T. work. The total cost of overtime inspection shall be at Permit Holders expense.
- 6.12 Measurements, Sampling, and Tests** – All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made in this Ordinance shall be determined in accordance with the EPA Standard, 40 CFR Part 136, and latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, and shall be determined at said Control Manhole and shall be at the Owner's expense. In the event that no Control Manhole has been required, the Control Manhole shall be considered to be the nearest downstream manhole in the Public Sewer to the point at which the Building Sewer is connected.

Samples shall have a documented chain of custody and shall be performed at an appropriately licensed laboratory. A copy of the sample analysis from the laboratory shall be sent directly to the District as soon as it becomes available. All costs for inspections, pumping, sampling, analysis, or other maintenance shall be the responsibility of the property owner jointly with the user.

- 6.13 Reporting Requirements** – An annual report shall be completed by all permit holders and submitted to the district no later than January 15th of each year. Annual reporting shall consist of supporting documentation of all pretreatment equipment and/or processes used, maintenance performed, including pumping, haul off, physical inspection, repairs, sample analyses of characteristics of waste, flow measurements, and any other information required by the District or specified on the Permit.
- 6.14 Best Management Practices (BMPs)** – The Owner/Applicant is to develop and incorporate best management practices (BMPs) for their facility to minimize the required maintenance to pretreatment or other facilities required by the Permit as well as protect the District’s waste treatment facilities, water quality, and sewage sludge. Some examples of BMPs are as follows:
- a) All chemicals must be stored in a manner, method and location that ensure that there is no threat of discharge to the public sewer.
 - b) Ensure employees do not pour chemicals down sinks, toilets, or floor drains.
 - c) Hire a certified waste hauler to properly dispose of spent waste.
 - d) Properly label chemicals.
 - e) Develop a spill procedure and ensure employees are properly trained.
 - f) Develop a pest management plan to manage/limit pesticides used.
 - g) Limit irrigation run off.
- 6.15 Charges/Fees** - The District, by Ordinance and under the authority of the District Rules, Regulations and Ordinances as may be amended from time to time, will establish fees and charges required for implementation of the District’s Sewer Ordinance and specifically addressing this Section. Payment of all required fees must be received prior to any initial application, issuance, renewal or modification of an Industrial Waste Discharge Permit.
- 6.16 Enforcement - Noncompliance** – Failure to comply with requirements set by the Districts Rules, Regulations and Ordinance or conditions of the Industrial Wastewater Discharge permit that result in a noncompliance ruling by the District shall constitute a violation of this Section. A notice of violation shall be issued to the property owner jointly with user of the facilities.
- a) Notice of Violation – A notice of violation shall set forth the nature of the violation, the requirements for achieving compliance, and a time frame in which compliance must be achieved shall be set by the District based on the nature of the violation.

- b) Issuance of Cease-and-Desist Orders – Failure to comply with a notice of violation within the time required may result in the issuance of a cease-and-desist order directing the property owner jointly with user to comply within the time schedule set forth by the District or to cease operations effective immediately. A fine of at least \$1,000 per violation per day will be imposed by the District and shall be attached to any cease and desist order. Violations resulting in issuance of a cease-and-desist order shall be remanded to the Board for consideration of civil liabilities in an amount at least \$1,000/day in which the property owner jointly with user is in violation and civil or criminal penalties of at least \$1,000/day per violation and subject to Article XI and the District’s Rules, Regulations and Ordinances, as may be amended from time to time.
- c) Termination of Service – As provided for in Article XI: Enforcement, and the District’s Rules, Regulations and Ordinances as may be amended from time to time, failure to comply with a cease and desist order may result in a hearing and District staff’s recommendation to revoke any Permit for said facility and/or a finding of termination of wastewater service, and/or water service to the violating facilities.
- d) Administrative Fines – Any fees, charges or fines determined by the District to be delinquent may be assessed a monthly interest rate as determined by the District’s established fees, and any such late fees may be included in any lien of the real property until such time as the fees, charges and fines are paid.
- e) Judicial Enforcement – The District reserves the right to pursue any and all appropriate criminal and civil actions available against those who intentionally or negligently violate the provisions of the Permit issued or required here under this Section or the District’s Sewer Service Rules, Regulations and Ordinances.

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING(S)

MEETING DATE(S): MARCH 14 & 18, 2024

FROM: MARION CHAMPION – GOVERNMENT AND PUBLIC AFFAIRS MANAGER

FOR: ACTION X DIRECTION _____ INFORMATION _____



ADOPTION OF THE MISSION SPRINGS WATER DISTRICT STRATEGIC PLAN 2024

STAFF RECOMMENDATION

It is recommended that the MSWD Strategic Plan for 2024 be adopted.

SUMMARY

Strategic planning is the process through which the Mission Springs Water District (MSWD) addresses its current challenges and responsibilities. It establishes a clear strategy, direction, and priority for completing necessary tasks, ensuring clarity for staff and the Board of Directors.

ANALYSIS

This Strategic Planning process was unique to MSWD and effectively used the input of the Board, staff, and management team to derive a final product. Guided by staff from Woodard & Curran, the Strategic Planning Team, comprised of the Board and selected staff, began the process by revising the Mission, Vision, and Values that are the guiding principles of MSWD. The Team then analyzed SWOT information, assessing internal strengths, weaknesses, and external opportunities and threats. MSWD then hosted an “all hands” meeting where all employees were invited to learn more about the Strategic Plan and provide feedback on its direction. The Team used all of this information to create the final Strategic Plan draft.

FINANCIAL DATA		
Cost Associated with this action:	To be determined	
Current FY cost:		
Future FY cost:	-0-	
Is it covered in current year budget:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Budget adjustment needed:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If yes, year needed:	NA	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:		
BID/Job#		
Current BID/Job balance		
Balance remaining if approved:		

Most importantly, this dynamic, ongoing process is a guide to follow. This is not a document that, five years from now, will be completed. A strategic plan is an ongoing process and will not be a project with a beginning and end. At some point, this plan will become obsolete, and at that time, another Strategic Plan will need to be adopted.

FISCAL IMPACT

The fiscal impact will be contingent on the cost of the tasks to be completed.

ATTACHMENTS

Draft MSWD 2024 Strategic Plan

Mission Springs Water District 2024 Strategic Plan

Draft 3/7/2024



Executive Summary

Mission Springs Water District's 2024 Strategic Plan outlines a focused roadmap for efficient water management and community service. Building on a 70-year legacy, the plan aligns with MSWD's mission to provide, protect, and preserve water resources.

Key Elements:

- Historical Evolution: From a one-square-mile entity in 1953 to 135 square miles today, MSWD has expanded infrastructure and services to over 44,000 residents.
- Mission and Vision: MSWD's mission is clear – to provide, protect, and preserve water. The vision emphasizes trust-building, employee empowerment, customer-focused service, environmental stewardship, and public health.
- Values: Accountability, leadership, professionalism, and service form the foundation of MSWD, guiding decisions and fostering a culture of excellence.

·Strategic Focus: The 2024 plan is a dynamic action-oriented document, prioritizing efficient leadership, management, and operational excellence. It serves as the pinnacle planning guide for the organization.

·Commitment to Excellence: The Board of Directors and staff are committed to exceeding customer expectations, ensuring MSWD remains dedicated to excellence and envisions a sustainable future for water resources.

In essence, the MSWD Strategic Plan is a forward-looking blueprint that underscores the district's commitment to responsible water management and community service, guided by a clear mission, vision, and set of values.



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& Implementation

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Appendix A: SWOT
Analysis and Result

The Strategic Plan

This document represents the strategic plan of the District, incorporating valuable insights from the Board of Directors, dedicated staff, and the community we are committed to serving. The overall process of the development of our strategic plan included four workshops with distinct purposes as described in the figure above.

Our strategic plan serves as the overarching guide, ensuring that every action, activity, and decision aligns with our vision and upholds our mission. This framework is designed to enhance the efficiency of leadership, management, and overall District operations.

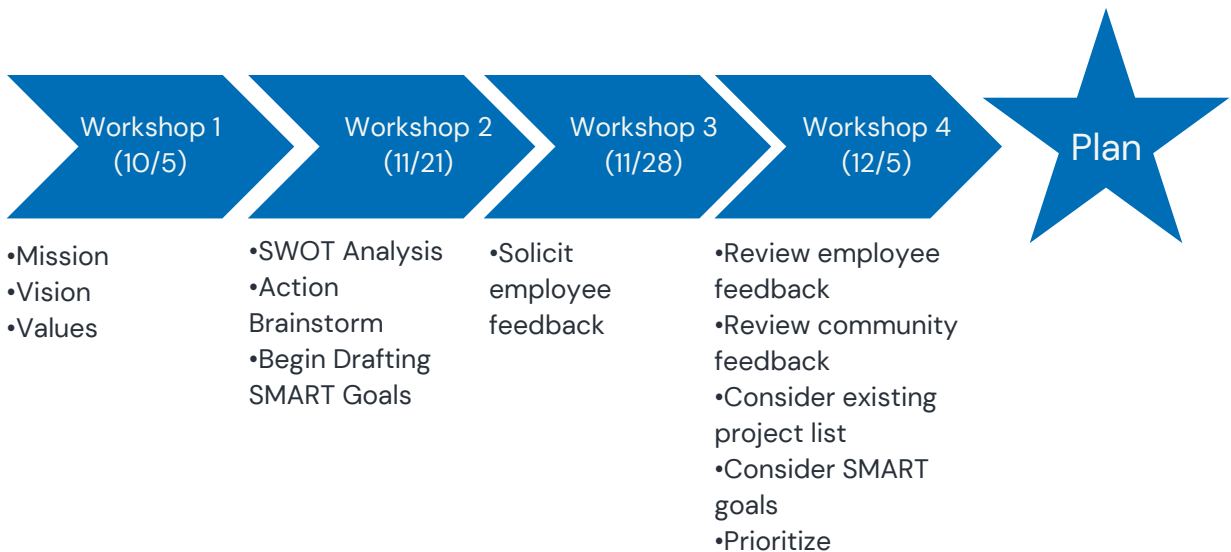
A strategic plan stands as the pinnacle planning document for our organization. It establishes the foundation upon which all other organizational, operational, financial, and resource planning efforts are built, emphasizing its paramount significance.

Historical Perspective and Future Outlook

In 1953, the Desert County Water District, endorsed by a resounding vote of 246 to 9, laid the groundwork for what would eventually become the Mission Springs Water District. Governed by Subsection 30000 et seq. of the California Water Code, MSWD is overseen by a five-member, publicly elected Board of Directors.

Starting with 100,000 feet of pipelines, five water wells, and two reservoirs, MSWD has evolved significantly. The District now boasts over 1.25 million feet of pipelines, 13 water wells, 12 booster stations, and 24 reservoirs.

The District serves Desert Hot Springs, North Palm Springs and several unincorporated areas of Riverside County.



Historical (continued)

As a testament to our commitment over the past 70 years, MSWD has diligently managed groundwater through conservation, protection projects, and general stewardship. Our 13,880 water accounts rely solely on groundwater, a responsibility we approach with dedication and care.

Complementing our water services, MSWD currently manages 9,719 sewer connections. Wastewater treatment is conducted at the Horton Wastewater Treatment Plant, the Desert Crest Wastewater Treatment Plant, and the almost complete Nancy Wright Regional Water Reclamation Facility. In total, the District treats approximately 2 million gallons of wastewater per day before returning the treated water to the aquifer.

Our strategic plan for 2024 builds upon the achievements of the 2017 plan, considering the rich history, current strengths, weaknesses, opportunities, and threats. It is not merely a document but a dynamic action plan that propels MSWD forward, ensuring our continued success in providing, protecting, and preserving our most vital resource —Water!



MSWD Mission

Our Mission at MSWD encapsulates the core function and intrinsic value that defines our existence. It is a simple yet robust statement, articulating our fundamental purpose and the reasons that drive our daily endeavors.

We provide, protect, and preserve our most precious resource . . . Water!

MSWD Vision

Our Vision at MSWD serves as a compass, charting our course toward a future state that reflects our aspirations and commitment to excellence. It encapsulates not just what we aim to become but envisions the success we strive for and the positive transformations we aim to bring to all those we serve.

Vision (*Continued*)

·**Trust:** Our vision at Mission Springs Water District is to build a trusting community through open communication, accountability, collaboration, and mutual respect among the Board of Directors, staff, and our customers.

·**Employees:** Our vision for Mission Springs Water District employees is to cultivate a workplace where each person is empowered as a steward of our community's water, fostering a culture of excellence, innovation, and service in alignment with our shared mission.

·**Customers:** Our vision for Mission Springs Water District is to deliver reliable, sustainable, and community-focused service to our customers, ensuring you can trust us to meet your water needs while contributing to a healthier, vibrant community.

·**Environment:** Our vision for the natural environment in Mission Springs Water District is harmonious coexistence through responsible management, aiming to be a model for environmental stewardship and sustainable practices, ensuring the health and vitality of our local ecosystems.

·**Public Health:** Our vision for Mission Springs Water District is to serve as a cornerstone of community well-being by providing reliable and safe water services that protect and support a healthy and thriving community.

MSWD Values

Our Values at MSWD stand as the bedrock of our organization, shaping how we work and defining who we are. These guiding principles not only clarify our identity but also serve as a compass for our purpose, culture, and decision-making processes.

·**Accountability:** We are accountable for our actions, committed to transparency, integrity, and rectifying mistakes, ensuring the District's operations are conducted with honesty and responsibility.

·**Leadership:** Leadership is a core value for us, representing a commitment to setting a positive example, inspiring others, and fostering innovation to address water management challenges and drive progress in our community.

·**Professionalism:** We maintain the highest standards of competence, ethics, and integrity in our actions, delivering water services with accountability and respect for the community, ensuring professionalism and expertise in every operation.

·**Service:** We ensure access to clean, reliable water and cultivate a positive, supportive, and respectful environment for our staff, recognizing that community well-being and employee satisfaction are integral to achieving our mission.



Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis

MSWD's Board and staff conducted a SWOT analysis, assessing internal strengths and weaknesses, along with external opportunities and threats. This visual breakdown below guides our understanding: strengths (internal positives), weaknesses (internal areas for improvement), opportunities (external positives), and threats (external challenges).

	Positive	Negative
Internal	S	W
External	O	T

The details of the SWOT analysis are found in Appendix A.

Actions

Following the SWOT analysis, the Strategic Plan Team separated into groups to brainstorm action steps that could be taken. Four groups worked on developing lists of ideas, then each presented their ideas to the full team.

These actions became the basis for SMART goals described in this document.

Employee Feedback

MSWD hosted an "all hands" meeting where all employees were invited to learn more about the Strategic Plan and provide feedback on the direction it was going. Strategic Plan Team members presented the work and asked for feedback. Several changes to the vision and values statement were made as a result.

Employees shared that they generally agreed with the results of the SWOT analysis and emphasized the need to focus on internal communications, suggested that flood control and stormwater capture could be opportunities, and highlighted the State of California's new recycled water and Chromium 6 regulations as potential threats.



Employee (Continued)

Employees weighed in on potential actions as follows:

- Recycled water should be given a high priority.
- Processes and procedures should be a priority and can be combined with cross training.
- An intranet could be used for several things on the list and address several weakness/threats.
- Regarding the new software for accounting, the focus has been an “all in one” software but employees would be accepting of a new program if they solve 2/3 of the District’s needs.

Employees also provided additional actions as follows:

- Youth development programs such as education in schools, vocational/college certificate programs, or internships.
- Holding vendors to the same standards as staff, as they are extensions of staff.
- Expanding rebate and conservation programs.
- Explore opportunities for water recovery/water banking: saving rainwater.
- Enhancement of the District’s “right fit” interviews to ensure quality candidates are being hired.



Themes

Based on the SWOT analysis, the actions, and employee feedback, staff, and the MSWD Board identified key themes that are essential for our sustainable growth and effective service delivery. The Board also considered current, ongoing projects identified in the 2017 Strategic Plan.

Through this discussion several themes emerged. These themes strategically align with our strengths with opportunities, address weaknesses, and mitigate threats. Serving as a compass for decision-making and resource allocation, they guide our operational enhancements, allowing us to fulfill our mission.

This prioritization ensures a focused and targeted approach with optimal impact. As SMART goals were developed, they were categorized into themes.

Following are our themes:

- **CUSTOMER COMMUNICATIONS**
- **FINANCIAL MANAGEMENT**
- **WATER SUPPLY**
- **SYSTEM RELIABILITY**
- **ENVIRONMENTAL SUSTAINABILITY**
- **TECHNOLOGY & AND PROCESSES**
- **WORKFORCE EXCELLENCE**

Specific, Measurable, Achievable, Realistic, and Timely (SMART) Goals

SMART goals represent the tangible outcomes and achievements we aspire to accomplish. Serving as beacons of direction and purpose, these goals provide clarity for our activities, shaping a path towards success.

Our SMART goals directly stem from the insights of our SWOT analysis. While a SWOT paints a picture of "what" needs attention within a timeframe, SMART goals become the actionable "how" to address the identified areas of focus.

Each SMART goal is accompanied by specific actions and activities, forming a detailed plan of action. Referred to as key performance measures, these components outline the intricate steps required to achieve the overarching SMART goal.

The beauty of SMART goals lies in their precision. They not only articulate the desired outcome but also outline the specific actions necessary for successful implementation. This approach ensures that our efforts are targeted, measurable, and aligned with our strategic objectives.

In essence, each SMART goal, with its associated initiatives, is a blueprint for success. It guides our teams in translating strategic priorities into actionable steps, driving purposeful action towards the realization of MSWD's mission and vision.

Our commitment to SMART goals reflects our dedication to strategic planning, effective implementation, and continuous improvement for the benefit of the communities we proudly serve.

Strategic Plan Implementation

Effectively using, updating, and tracking the implementation of a strategic plan is crucial for its success. Now that SMART goals have been established and a blueprint has been created, the following steps describe implementation:

1. Create an Implementation Team at Staff Level:

Each SMART goal has a dedicated team responsible for overseeing the implementation of the SMART goal and updating the plan as necessary. As staff changes occur, it will be critical to ensure all roles remain filled for each goal.

The implementation team should conduct regular meetings to discuss achievements, challenges, and adjustments and use these meetings to reinforce commitment and address issues promptly.

2. Communicate the Plan:

The Board of Directors, General Manager, and staff are responsible for clearly communicating the strategic plan to all employees, impacted agencies/organizations, and other impacted parties. Some of this can occur through informational email but other aspects will require meetings or other events to solicit input or feedback. Each Implementation Team can make those determinations as needed.

The Board of Directors and staff understand the importance, how it will drive decision-making, and how periodic review and adjustment is necessary to address evolving strengths, weaknesses, opportunities, and threats. It will be important to review this information with new, incoming staff and leadership.

Communicate how each Board member and every employee has a role in the success of the plan and thus MSWD.

Implementation (Continued)

3. Regularly Review and Update the Plan and SMART Goals:

Each SMART goal has actionable steps associated with its implementation. During MSWD's management meetings, implementation team leaders or representatives should report on the progress made toward achieving those steps. At those times, staff can update the goals and their actions as needed to adapt to changing circumstances.

When a SMART goal is completed, the implementation team can develop the next SMART goal required to meet the priorities identified in this plan.

Each quarter, MSWD leadership will schedule a Board of Directors review session to report progress and recommendations for updates/changes.

4. Celebrate Milestones with Staff and Board Members:

Acknowledge and celebrate achievements, no matter how small as recognition boosts morale and motivates the team.

5. Seek Feedback:

Encourage open feedback from team members and stakeholders to refine goals, strategies, actions and improve implementation.

6. Document and Share Learnings:

Document lessons learned during the implementation process. Share insights to enhance future planning and implementation efforts.

7. Continuous Improvement by All:

Embrace a culture of continuous improvement. Regularly assess the SWOT, strategies, and goals and adjust as needed.

8. Regularly Report Progress:

Provide regular updates to stakeholders through the intranet, website, social media, YouTube, and other tools available to MSWD. Transparent reporting builds trust and keeps everyone informed.

Provide information as goals are completed and next steps are developed.

9. Incorporate the Strategic Plan Elements in other work:

The annual budget should align with the themes in this Strategic Plan. Capital Improvements Plan priorities should include consideration of the Strategic Plan.

By adhering to these steps, MSWD ensures a structured and effective approach to the implementation, updating, and tracking of progress in our strategic plans. This iterative process not only promotes adaptability but also fosters a culture of continuous improvement, laying the foundation for our long-term success.

At MSWD, we are committed to the dynamic evolution of our strategic initiatives, aligning with our mission to provide, protect, and preserve our most vital resource — water — for the communities we proudly serve.

In order to support continued progress to the Mission, Vision, and Values described in this plan, the Strategic Goals in the next section should be considered starting points. As each goal is completed, staff on the implementation team should develop a next step goal using the tools provided.

The next step goal should be a SMART goal that moves the District forward. As goals are achieved, the success and lessons learned should be documented and discussed in the development of the next goal and should be shared during the progress reports.

SMART Goals

Specific, Measurable, Achievable, Realistic, and Timely

1

Customer Communications

Enhance customer trust, satisfaction, and understanding of water and wastewater services.

2

Water Supply

Comprehensively evaluate and present viable options for implementing a diversified water supply.

3

Financial Management

Ensure long-term financial stability and resilience by implementing sound financial management practices, optimizing revenue streams, and minimizing financial risks.

4

System Reliability

Ensure each component of the water and wastewater systems contributes to the long-term health and reliability of overall operations.

5

Environmental Sustainability

Increase district-wide efficiency by adding new renewable energy resources, optimizing processes, implementing green building practices, and reducing overall water consumption

6

Improved Technology & Processes

Ensure each component of the water and wastewater systems contributes to the long-term health, reliability and addresses workflow inefficiencies by implementing technology solutions and process improvements.

7

Workforce Excellence

Investment in staff and management to cultivate a high-performing and knowledgeable workforce.

Customer Communications



SMART GOAL #1: CUSTOMER COMMUNICATIONS

Enhance customer trust, satisfaction, and understanding of water and wastewater services.

A strategic effort to enhance outreach and engagement directly correlates to the District's vision statements, which are focused on trust. Because MSWD has a positive and progressive story to tell the public, this enhanced effort will better inform the customers while creating greater engagement throughout the community.

1.1 Develop and initiate an annual plan to increase customer outreach and engagement through various communication channels, technologies, and community events. The goal is to enhance customer trust, satisfaction, and understanding of water services with ongoing refinement of the communications plan and its goals.

Key Success Measures

1. By the end of the second quarter 2024, identify and design an annual plan outlining deliberate strategies to increase customer outreach and engagement.
2. Leverage a mix of communication channels, technologies, and community events to convey information and engage with the community effectively.
3. Cultivate a vital customer service focus through communicating and engaging with the community on matters important to our region.
4. Survey customer groups involved in water-related events (e.g., construction activities, service interruptions, water quality changes, emergencies, and other vital issues) to hear about the customer experience and determine if MSWD can improve how the event is handled.
5. Refine the communications plan annually based on feedback, evolving customer needs, and emerging communication trends.
6. Incorporate District initiatives, including Chromium-6, conservation and fleet electrification, and other mandated projects so that customers understand District operations and mandates better.
7. Communicate the goals of the strategic plan to both internal and external customers.
8. Improve recognition and familiarity of MSWD and the services we provide. Differentiate the District from its State Water Contractor and City, and clearly explain the nexus between the agencies. Use regular customer polling to document progress made in this area.

1.2 When customers better understand what the District does and how it operates, they will recognize MSWD's work to protect and provide water services. Enhancing customer education will increase trust in the District's services.

Key Success Measures

1. Continue providing Water 101 presentations for schools, service organizations, and elected officials.
2. Hold monthly Water Talks to engage and educate the public on water issues facing our valley and state water systems. Include information on District infrastructure, water quality, financials, and/or future water issues.

SMART GOAL #1: CUSTOMER COMMUNICATIONS (Continued)

3. As the Long Range Financial Master Plan is completed, ensure customers' understanding of water costs and impacts on rates.
4. Establish a communication plan that empowers our customer service workers to be brand ambassadors and build relationships with the public.
5. Expand tour and lecture opportunities and work with staff to create a speaker's bureau of knowledgeable presenters.
6. Increase school opportunities and expand the Groundwater Guardian activities within the schools.
7. Partner with the DHS High School Real Academy to increase school opportunities for students to learn more about the District.

1.3 Deliberate customer outreach also has a ripple effect of educating employees about the District. Employees can serve as ambassadors for the District, helping create and strengthen customer relationships.

Key Success Measures

1. Create an internal Intranet as a hub for employee communications.
2. Resume employee tours and onboarding programs so new employees can learn about our operations better.
3. Promote water outreach opportunities to employees, like the CV Water Counts Academy.
4. Enhance and strengthen the organizational culture by promoting the District's Strategic Plan, Mission, Vision, and Values. Work with Human Resources to add these to the employee evaluation process.

1.4 Cultivate positive community relations and partnerships with industry, media, and legislative contacts.

Key Success Measures

1. Create a culture of transparency and provide comprehensive information on the MSWD website.
2. Cultivate supportive and positive relationships with federal, state, and local agencies that may impact District operations.
3. Cultivate positive relationships with key industry professionals to stay informed and gather feedback.
4. Pursue grants and projects that would benefit our customers.
5. Develop and enhance media relationships and write and distribute press releases promptly to communicate topics important to the community. Share these stories on social media and to industry publications for greater pickup.
6. Identify and influence legislation that aligns with the District's Legislative Platform and continue to foster positive relationships with city, county, state, and federal legislators.
7. Participate in ACWA, CASA, CSDA, and other industry committees to help shape industry trends and bring back best practices to the organization.
8. Apply for and receive individual and organizational certifications for leadership, transparency, and excellence and publish these accomplishments as an example of MSWD's leadership within the water/wastewater industries.

Water Supply



SMART GOAL #2: WATER SUPPLY

Comprehensively evaluate and present viable options for implementing a diversified water supply.

Water supply is of the utmost importance to the District. Several types of concerns about water supply were identified throughout the strategic planning process; ensuring and securing long-term water supply is a critical priority for the District. This goal will investigate options for creating recycled water and stormwater capture programs to ensure sustainable and reliable water provision for its customers.

2.1 Ensure excellence in regulatory compliance.

Key Success Measures

1. Actively monitor new regulations and engage in the rulemaking process.
2. Deliver services in accordance with standards set by regulatory agencies.
3. Chromium-6 MCL
 - Share best practices and collaborate with other water districts in the Coachella Valley through our consultant to develop a cost-effective approach to managing Chromium-6 levels within our water supply.
 - Increase transparency, create an education and outreach plan to share the District's approach with the community, and increase overall awareness of water quality and supply issues facing the District.
 - Ensure the District's Chromium-6 plan is incorporated in the Long Range Financial Plan and that any capital projects are incorporated into the Five-Year CIP Program.
4. Lead & Copper Rule
 - Develop a lead service line inventory and make it publicly available.
 - Develop a lead service line replacement plan.
 - Sample schools and childcare facilities for lead and copper.
 - Strengthen treatment to comply with the new 10 microgram/liter ($\mu\text{g/L}$) trigger level.
 - Develop a communications plan to educate the public about the Lead and Copper Rule Revision's requirements and the steps MSWD takes to meet them.
5. Conservation as a Way of Life
 - Continue to work with regulators to address the feasibility of state-set conservation goals.
 - Continue to review regulations and apply for variances based on agriculture, evaporative coolers, and seasonal populations while evaluating other areas that may reduce conservation targets.
 - Solicit grant support to help pay for an MSWD weather station to obtain better precipitation and evaporation rates in our service area.
 - Enhance customer rebate programs to include water-saving appliances like dishwashers, clothes washers, and high-efficiency toilets.
 - Budget for and incorporate a Conservation as a Way of Life engagement campaign into the annual customer communications plan.
 - Solicit grant funding to develop an Evaporative Cooler Maintenance and Replacement Program.
 - Review the turf rebate program and target outreach efforts to customers with turf.
 - As part of the new Critical Services Center, construct a new demonstration garden to encourage the use of native drought-resilient plants.

SMART GOAL #2: WATER SUPPLY (Continued)

2.2 Support / Advocate regional development of local water supply and reduce reliance on imported supply.

Key Performance Measures

1. Explore options and grant funding to create a financially feasible recycled water program (looking at potable and non-potable options) at the Horton and Wright facilities.
2. Work with the City and other water districts to encourage the use of native drought-resilient plants; work with the City to add to developer requirements.
3. Evaluate options for stormwater capture and reuse.
4. Participate in negotiations for the final determination of the Ground Sustainability Agency for basins within the District's service area, which include the San Gorgonio Pass Sub-Basin, the Mission Creek Sub-Basin, the Indio Sub-Basin, and the Desert Hot Springs Sub-Basin.
5. Work with the Salt Nutrient Management Plan stakeholders to continue monitoring Total Dissolved Solids in the Coachella Valley and advocate for project funding to protect our aquifer.
6. Continue to explore opportunities with the Agua Caliente Indian Reservation to access groundwater.
7. Review and explore options with our State Water Project allocation, preparing for contract expiration and the possibility of reduced Colorado River supplies.
8. As part of the Water Master Plan, include projects that connect the MSWD IDE areas to the MSWD "main" system.



Financial Management

SMART GOAL #3: FINANCIAL MANAGEMENT

Ensure long-term financial stability and resilience by implementing sound financial management practices, optimizing revenue streams, and minimizing risks.

Enhancing Mission Springs Water District's financial sustainability and resilience will result in a more stable, flexible, and forward-looking organization. It strengthens the District's ability to navigate challenges, fulfill its mission, and provide reliable water services to the community.

3.1 Conduct Long Range Financial Planning to ensure adequate and reliable revenue streams.

Key Success Measures

1. Update of the Long Range Financial Master Plan
 - Review and maintain a robust reserve fund to mitigate the impact of unforeseen financial challenges or emergencies. Ensure the District has a clear policy for allocating and replenishing the reserve fund based on financial risk assessments.
 - Evaluate existing debt structures and explore opportunities to refinance or restructure debt for better terms. Implement a disciplined approach to debt management, ensuring that new debt is acquired strategically and aligned with long-term financial goals.
 - Develop a prioritized infrastructure investment plan that aligns with the District's long-term goals and regulatory requirements. Explore financing options for major infrastructure projects, considering short-term and long-term financial implications.
 - Assess financial risks, including market fluctuations, regulatory changes, and environmental factors. Develop contingency plans and risk mitigation strategies to safeguard financial stability in the face of unforeseen challenges.

2. Update Cost of Service Study – Water & Sewer
 - Conduct a comprehensive review of current water/sewer rates and fees to ensure they align with operational costs and market trends.
 - Implement efficiency measures, such as adopting technology solutions and streamlined processes, to reduce operational expenses.
 - Adopt a flexible rate structure that allows the District to react to external factors and internal demands.
 - Considers regulatory compliance needs, conservation requirements, and drought restrictions and ensures the model can perform what-if scenarios.
 - Ensure the rate structure is sound and defensible and that customer groups are charged appropriately.
 - Increase revenue stability by recovering more fixed costs through fixed charges while maintaining customer group fairness.

SMART GOAL #3: FINANCIAL MANAGEMENT (Continued)

3. Update of Water and Wastewater Master Plans

- Conduct a financial and operational analysis of the impact of future residential and commercial development based on the Cities of Desert Hot Springs' and Palm Springs' General Plan.
- Evaluate options for relocation of existing water infrastructure within inaccessible areas of the District for ease of maintenance.
- Pipeline replacement project for aging pipes within the water distribution system. Incorporate the project in the Master Plan updates.

3.2 Control costs and manage debt responsibly.

Key Success Measures

1. Actively manage costs and live within the "approved" budget.
2. Adjust spending in response to revenue fluctuations and restrictions.
3. Look for ways to reduce water loss and increase system efficiencies.
4. Limit the impact of unexpected expenditures.
5. Preserve the District's credit rating, enabling us to qualify for favorable borrowing terms in the future.
6. Stabilize rates and develop a plan to finance essential projects conservatively.

3.3 Enhance transparency in financial reporting by adopting best practices and ensuring timely and accurate financial disclosures.

Key Success Measures

1. Communicate financial performance and challenges effectively to internal and external stakeholders, fostering trust and confidence in the District's financial management.
2. Implement budget best practices to ensure ongoing GFOA certification.
3. Develop and provide financial reporting tools (dashboard) to internal and external stakeholders.
4. Keep customer bills fresh and straightforward while providing sufficient information about charges and water use.
5. Ensure ongoing dissemination of financial information, including performance to budget, water sales and purchases, and wastewater, as part of the District's overall financial health.
6. Provide information to customers about internal versus external cost of services and pass through appropriate Replenishment Assessment Charges and City of Desert Hot Springs Utility Users Tax increases.
7. Foster a culture of financial responsibility and accountability across the organization.



System Reliability

SMART GOAL #4: SYSTEM RELIABILITY

Ensure each component of the water and wastewater systems contributes to the long-term health and reliability of overall operations.

The District must maintain and improve our current water and wastewater infrastructure in a cost-effective manner to ensure the safe-sustainable delivery of water and wastewater services now and in the future. We will protect these valuable assets while preparing for emergencies. This strategic goal emphasizes a holistic and forward-thinking approach to water and wastewater system management and infrastructure, fostering innovation, collaboration, and enduring strategies that align with the District's mission while ensuring the long-term reliability of its overall operation.

4.1 By September 2026, complete the construction of a Critical Service Center, which will foster increased collaboration, communication, and teamwork among employees working at one central location.

Key Success Measures

1. Construct a new administrative and operations building to allow the District to grow and continue to provide service to its customers.
2. With the Two Bunch location no longer feasible, ensure that the District's second choice, the Corporate Yard, is feasible and meets the District's future needs before engaging a contractor.

4.2 Update Existing Water and Wastewater Master Plans.

Key Success Measures

1. Review the District's five-year Capital Improvement Plan and ensure it aligns with the Long Range Financial Master Plan and all long-term financial strategies.
2. Conduct a financial and operational analysis of the impact of future residential and commercial development based on the Cities of Desert Hot Springs' and Palm Springs' General Plans.
3. Work with the City of Desert Hot Springs to develop an infrastructure feasibility study for unserved areas poised for growth.
4. Execute a mutual services agreement with Coachella Valley Water District (CVWD) to serve customers in the CVWD service territory without water/sewer access.
5. Collaborate with the City of Desert Hot Springs, Riverside County, and other stakeholders to repair old infrastructure and bring it up to current standards. Ensure that infrastructure improvements not only meet current demand but are designed to support future water and wastewater requirements, contributing to the overall reliability of the systems.
6. Evaluate options for relocating existing water infrastructure within inaccessible areas (including rear lot easements) of the District for ease of maintenance and risk reduction.
7. Identify and remove problematic tamarisk trees and other vegetation to prevent future root-related system issues.
8. Create a Predictive and Preventative Pipeline Replacement Project for aging piping within the water distribution system.

SMART GOAL #4: SYSTEM RELIABILITY (Continued)

9. Continue to work with the Army Corp of Engineers to design and construct all defined assessment areas while leveraging grant funding to lower customer costs.
10. Identify additional capital projects and improvements that enhance system resiliency. Focus on increasing water yields from current projects through strategic enhancements and upgrades, aligning with the long-term reliability goals.
11. Conduct an analysis of available capacity within the current water system with future water demand projections to forecast the time of demand need. Incorporate results in Urban Water Management Plan updates and Master Plan updates.

4.3 Maintain and renew assets while facilitating strategic Capital Improvements.

Key Success Measures

1. Create a Predictive and Preventive Maintenance Program to meet established performance benchmarks.
2. Diligently manage and maintain current equipment to provide maximum value to the District.
3. Assess existing pipelines and associated equipment as part of the Predictive and Preventive Maintenance Program.
4. Research and implement a complete Computerized Maintenance Management System.
5. Build a connection to the MSWD IDE areas to the MSWD "main" system.
6. Evaluate system interconnects with neighboring agencies.
7. Evaluate emerging technologies and consider implementation.
8. Provide a comprehensive backup transmission system.

4.4 Invest and look at ways to fortify infrastructure security.

Key Success Measures

1. Optimize security preparedness at all sites.
2. Identify, monitor, and resolve risks of flood, earthquake, or natural disaster.
3. Invest in emergency backup generators and system redundancies for fail-safe operations.
4. Enhance security measures at critical remote sites and standardize systems and software to manage these operations.

4.5 Ensure the District is prepared to react to manmade and natural emergencies.

Key Success Measures

1. Continue to improve and refine the District's emergency response plan.
2. Effectively communicate with outside agencies and emergency preparedness partners, including mutual response like CalWARN or first response personnel at the City and County.
3. Continue to train District personnel in National Incident Management Systems (NIMS) to recommended levels and review the applicability of Web-EOC software programs.
4. Ensure earthquake retrofitting of critical infrastructure is included in long-term planning activities, protecting District assets and those of the customers we serve.
5. Participate in regional tabletop exercises to ensure staff are prepared for emergency situations.



Environmental Sustainability

SMART GOAL #5: ENVIRONMENTAL SUSTAINABILITY

Increase district-wide efficiency by adding new renewable energy resources, optimizing processes, implementing green building practices, and reducing overall water consumption.

Taking concrete steps toward being more environmentally sustainable, Mission Springs Water District will, in the next three years, increase District-wide energy efficiency by as much as 20% by adding new renewable energy resources, optimizing water treatment processes, implementing green building practices, and reducing overall water consumption through conservation programs and the encouragement of native and desert friendly landscaping by our customers. Being good stewards of our natural resources is part of MSWD's mission and vision for the future. It reflects our commitment and desire to uphold these values for the good of the community we serve.

5.1 Increase Use of Sustainable Energy Sources and Optimize Efficiencies – “There is no waste; just wasted resources”.

Key Success Measures

1. Add solar panels to District facilities and convert low electrical use sites to solar.
2. Evaluate hybrid/electric technology opportunities.
3. Explore biofuel opportunities.
4. Reduce overall energy consumption associated with District facilities by 20% in the next three years.
5. Evaluate opportunities to minimize greenhouse gas emissions in District operations.
6. Leverage the District's solar resources and look into expansion financing opportunities, including grants, leasing, and power purchase agreement opportunities.
7. Enhance sustainability by minimizing waste in resources needed to meet operation and maintenance objectives.
8. Consider the environmental impact on all business practices.

5.2 Fleet Electrification.

Key Success Measures

1. Continue monitoring changes to fleet electrification mandates and work with regulators to ensure mandates are feasible.
2. Create a strategy that meets upcoming fleet electrification regulations and considers operational requirements. A financial analysis includes ongoing maintenance costs and the cost of electricity versus traditional fuel.
3. Pursue grant opportunities to fund the inclusion of Electric Vehicles in our fleet and provide funding for necessary charging infrastructure.

SMART GOAL #5: ENVIRONMENTAL SUSTAINABILITY (Continued)

5.3 Embrace Green Building Standards.

Key Success Measures

- 1.Reduce overall energy consumption associated with District facilities by 20% and incorporate greater green building standards in all building projects, including the new Critical Services Center.
- 2.Ensure the new Critical Services Center design incorporates energy/water efficiency best practices, including but not limited to the building's positioning, solar control and shading, material selection, building envelope, efficient lighting (possible solar tubes), HVAC systems, and renewable energy systems.

Technology & Processes



SMART GOAL #6: IMPROVED TECHNOLOGY & PROCESSES

Ensure each component of the water and wastewater systems contributes to the long-term health, reliability and addresses workflow inefficiencies by implementing technology solutions and process improvements.

The imperative for addressing workflow inefficiencies through technological advancements has become critical in response to the evolving demands and challenges facing MSWD. This need was elevated through the SWOT analysis and employee feedback; thus, the Board identified this goal as a priority. By addressing these aspects, the District aims to meet its immediate operational needs and future-proof its processes, ensuring sustainable and effective water management for the community. This comprehensive approach reflects a commitment to excellence, innovation, and delivering high-quality services.

6.1 Embracing technological solutions that align the District with industry best practices and modern standards.

Key Success Measures

1. Ensure information systems planning is aligned with the District's Strategic Plan.
2. Enhance cyber security to ensure the continued safety of our system.
3. Ensure secure data access, remote access, and valid customer data.
4. Finalize the solicitation for a new enterprise resource planning software platform, which will seamlessly integrate Finance, Customer Service, and Human Resources needs.
5. Streamline processes and improve customer service by reducing delays and errors to enhance customer satisfaction and trust in the District's services.
6. Automate employee payroll structure and eliminate manual entry of employee time and project numbers.
7. Develop a work order management system and analyze workload allocations for infrastructure and maintenance operations based on industry key performance indicators and standards.
8. Identify opportunities for the privatization of routine maintenance functions to augment staffing levels.
9. Adopt an asset management system to ensure cradle-to-grave tracking of resources that aligns with the asset management and replacement component of the Long Range Financial Master Plan.
10. Continue to enhance purchasing processes to streamline staff processing times while ensuring appropriate approvals are met.
11. Evaluate options for automating the inventory management system for purchasing, receiving, and warehouse operations. Expand and improve the use of mobile computing and communication technology.
12. Adopt a records retention policy, incorporate retention schedules into processes, and automate them into new computer systems.
13. Review lien processing and streamline and consolidate processing to one department.
14. Look for additional ways to leverage technology and increase staff efficiency and operational savings. Information systems should support effective decision-making, system integration, reliable data, and decreased redundancy.

SMART GOAL #6: IMPROVED TECHNOLOGY & PROCESSES (Continued)

6.2 Hire a designated GIS employee and integrate asset management within the MSWD work order management system.

Key Success Measures

1. Review the existing Nobel platform and ensure it meets the District's ongoing needs.
2. Integrate data collection and analysis to allow for data-driven decision-making based on real-time data.
3. Boost real-time monitoring and incident response.
4. Enhance network analysis and optimization.

Workforce Excellence



SMART GOAL #7: WORKFORCE EXCELLENCE

Investment in staff and management to cultivate a high-performing and knowledgeable workforce.

This SMART goal emphasizes the importance of ongoing investment in the District's most valuable assets—its staff and leadership. Through competitive compensation, expanded opportunities, and targeted development initiatives, the goal is to build a workforce that excels in performance, innovation, and leadership, increasing employee satisfaction and ensuring the sustained success of the District.

7.1 Create development opportunities and facilitate staff participation in professional development opportunities.

Key Success Measures

1. Continue to develop individual employee development plans to promote personal and professional growth.
2. Update the organization-wide succession plan, allowing employees the opportunity for professional growth, cross-training, and preparation for succession and temporary assignments to maintain continuity and operational effectiveness.
3. Modify the employee performance evaluation process to align with the District's new Strategic Plan and core values.
4. Hold managers accountable for performing timely performance evaluations that increases job knowledge, documents performance, and supports employees' overall success.

7.2 Expand leadership development programs to enhance the knowledge and skills of employees.

Key Success Measures

1. Leverage our member organizations, including ACWA, AWWA, CSDA, and CWEA to implement training initiatives to support leadership and succession planning to ensure a continuous pipeline of qualified individuals.
2. Create a Board of Directors onboarding program that provides new board members with resources and information to streamline their transition onto the Board.
3. Develop a comprehensive supervisor development and training program for existing managers, supervisors, and employees aspiring to supervisory positions.
4. On an ongoing basis, ensure 100% of employees have clearly defined job-related goals on their performance evaluations.
5. Publish and promote all employees' education/certification accomplishments internally.
6. Continue to hold regular GM/All-Hands meetings to create dialogue and promote organizational culture.

SMART GOAL #7: WORKFORCE EXCELLENCE (Continued)

7.3 Recruit and retain employees.

Key Success Measures

1. Update and continue utilizing salary survey insights to inform salary decisions, ensuring that compensation remains competitive. Competitive compensation and expanded internship opportunities attract and retain top talent, contributing to a skilled and motivated workforce.
2. Create an internship program to increase opportunities for students and professionals, supporting industry employment growth and building a robust recruitment pool.
3. Foster collaborations with educational institutions to create pathways for talent to enter and thrive in the organization. Continue to investigate opportunities with local Colleges to create Career Technical Education pathways for some of our hard-to-fill positions.
4. Evaluate and look for ways to keep turnover rates at or below industry standards due to resignations or terminations (related to compensation or working conditions), not including retirements.

7.4 Ensure employee safety and wellness.

Key Success Measures

1. Continue to educate employees on safe working practices.
2. Require supervisors and lead workers to demonstrate their commitment to safe work practices.
3. Work towards a 100% non-litigation rate on Workers' Compensation claims.
4. Encourage Employee Wellness and implement a comprehensive, district-wide Employee Wellness Plan.

7.5 Cultivate a positive culture and teamwork among staff.

Key Success Measures

1. Ensure the lines of communication are open for all employees.
2. Employees experience camaraderie and teamwork through on-site employee events, and the company continues to recruit employees to the events committee to avoid committee burnout.
3. Focus on maintaining high employee morale and a positive organizational culture.
4. Ensure our workforce is ready to embrace Diversity, Equity, and Inclusion differences and continue routine training.

Appendix A: SWOT Analysis and Results

The following is the raw data from our SWOT analysis. This information can be of value in defining future priorities and SMART goals.

Strengths:

- Response time to customers
- Quality staff/staff emergency response
- Public Communications/outreach/strong bonds in the community
- Strong leadership/new leadership/board vision/desire to improve/engaged management
- Award-winning water/water quality
- Groundwater protection
- Financial stability
- Conservation
- Benefits/competitive pay/interesting work/low turnover
- Formal work processes/workflow
- Water/sewer system maintenance program
- Growing community infrastructure

Weaknesses:

- Need to better prioritize
- Infrastructure/old building and facilities
- Physical silos
- Internal communications
- Record keeping
- Customer confidence/customer follow through
- Holding vendors and contractors accountable
- Chrom-6
- Power supply back ups
- Slow processes/need to modernize
- Revenue – fixed charge and property taxes
- Not always proactive
- Lack of recharge for aquifer/source of supply
- Water/sewer system maintenance program
- Knowledge loss from retirement/weakened staff levels
- Outdated ERP/lack of data analysis/customer account errors
- Timecards/payroll
- Technology gaps/use of all SCADA features/outdated software's

Appendix A: SWOT Analysis and Results (Continued)

Threats:

- Outdated technology/manuals/plans
- Copper theft
- Customers unable to pay bills/pressure on rates/disadvantaged community rate base
- Security threats (Cyber, vandalism)
- SGMA (DWA)
- DWA
- Legislative/regulatory (chrom-6, PFAS, conservation)
- Natural disasters (climate change, earthquakes, storms, statewide water shortages)
- Concerns with long-term health of the city
- Wholesaler increased costs that impact rates
- Economy
- Supply chain disruptions
- Real estate crash
- Customer trust
- Development/growth
- Loss of Colorado River Water/no ability to get MET allotment
- Talent shortage with specialized water industry credentials
- Political influence/litigation
- Social media/negative posts
- Aging infrastructure/leaks

Opportunities:

- Infrastructure/devices
 - Surge anticipator valve
 - Weather stations
 - Site cameras
 - Tank mixers
 - Tank headspace ventilators
 - Flow metering/bi-directional flow meters
 - Pre-treatment program
- New technology
- Recycled water/nonpotable
- Employee retention programs/DEI initiatives/employee training/team building
- Transparency
- Communications/PR
- Secondary internet access
- Internal communications (who is on-call)
- Technology/AMI/customer portal/employee portal
- On-site electrician
- Grant funding opportunities
- Budget tiered rates/rate structure
- Community growth

Prepared by



9665 Chesapeake Drive, Suite 320
San Diego, CA 92123

(858) 875-7400



AGENDA STAFF REPORT



MEETING NAME: REGULAR BOARD MEETING
MEETING DATE(S): MARCH 14 & 18, 2024
FROM: ERIC WECK – ENGINEERING MANAGER
FOR: ACTION X DIRECTION _____ INFORMATION _____

CONTRACT AMENDMENTS FOR CONSTRUCTION AND CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE WELL 42 PROJECT

STAFF RECOMMENDATION

Authorize the General Manager to execute contract amendments with AECOM Technical Services, Inc., EnviroLogic Resources, Inc., and TKE Engineering, Inc. for additional engineering services during construction and with Rollapart Buildings, Inc. for additional construction services during the construction of the Well 42 Project in the amount of \$113,605.00.

SUMMARY

Construction of the Well 42 Project was put on hold in September 2021 due to modifications proposed to the pumping and electrical equipment. Following the completion of well testing, MSWD identified potential operational savings by reducing the pump horsepower to better serve production capacity needs in the 1400 and 1240 pressure zones. In addition, due to ongoing changes with the State Water Board Department of Drinking Water (DDW) regulations, MSWD elected to change the well equipment lubrication system from oil to water to ensure pump longevity and reduce the potential for water quality concerns and violation with the State Water Board DDW. These changes resulted in substantial changes to the contract documents by AECOM Technical Services, Inc. (Design Engineer of Record), additional project and construction management by EnviroLogic Resources, Inc. (Project Hydrogeologist), additional project and construction management by TKE Engineering, Inc. (Construction Manager). In addition, due to the construction stoppage, Rollapart Buildings, Inc. incurred additional costs for mobilization, demobilization, and storage of the prefabricated well building.

ANALYSIS

Staff typically contracts with a construction management firm to oversee project construction and with the Engineer of Record for engineering services during construction. Due to changes to the project scope by MSWD during construction, costs for construction management and engineering services have exceeded their original scope. In addition, there are aspects of the design changes and resulting construction impacts that the construction management and engineering teams are required to evaluate and assist with to ensure the design intent is maintained through construction, well startup, and operation.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

The cost for all work authorized under this contract has been included within the overall Well 42 project budget.

ATTACHMENTS

Contract Amendments for AECOM Technical Services, Inc., EnviroLogic Resources, Inc., Rollapart Buildings, Inc., and TKE Engineering, Inc.

FINANCIAL DATA	
Cost Associated with this action:	\$113,605.00
Current FY cost:	\$2.7 million
Future FY cost:	\$2.039 million
Is it covered in current year budget:	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Budget adjustment needed:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If yes, year needed:	NA
All previous contracts including dates, amounts and board approvals are attached or have been made available.	
FUNDING SOURCES	
Source of funds:	Operating
BID/Job#	11147
Current BID/Job balance	\$4.739 million
Balance remaining if approved:	\$4.739 million

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **AECOM Technical Service, Inc.
6200 S. Quebec Street
Greenwood Village, CO 80111**

DATE: _____

FOURTH AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and AECOM Technical Services, Inc., parties to an agreement for **Design Update Services for the Site Work and Well Fitting for the Well 42 Project** (the "Agreement"), dated July 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the contract not to exceed budget from \$105,798.00 to \$144,416.00 (\$38,618.00 increase).
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: _____

Brian Macy

Title General Manager

Other authorized representative(s):

Eric Weck

Engineering Manager

Consultant:

AECOM Technical Services, Inc.

(Business Name)

By: _____

Tim Volz

Title Vice-President

Other authorized representative(s):



AECOM
6200 S. Quebec Street
Greenwood Village, CO 80111
www.aecom.com

303.740.2600 tel
303.694.3946 fax

Item 10.

June 8, 2023

Mr. Danny Friend
Missions Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240-3711

Subject: Change Order for Construction Management Services for Well 42

Dear Danny:

Per the request of Steve Ledbetter at TKE Engineering per email dated 4/24/23; AECOM Technical Services, Inc. (AECOM) has prepared the following Change Order proposal to provide continuing engineering services during the Construction Management Services for Well 42. This includes reviewing the electrical submittals and electrical related RFIs.

This request includes addressing Contractors Request for Information (RFI) during construction. The CM services include electrical system RFIs, and review of Process and Instrumentation and Controls (P&IDs). Also included is on-going Project Management during the CM period.

AECOM assumes this will be based on a Time and Materials (T&M) as was the original contract for Well 42 modifications. AECOM will respond to RFI and submittal review only when requested by MSWD and their representatives. As such, an accurate estimate for engineering fees during construction related services is difficult to do. AECOM will track the change order original versus, spent and remaining budgets and at about the 80% spent level, AECOM will notify MSWD if an additional Change Order will be necessary or if services completed at that time will be adequate.

We look forward to supporting Mission Springs Water District in successful completion of this task assignment. Please contact me at 303-740-3950 or tim.volz@aecom.com if you have questions or require additional information.

Sincerely,
AECOM Technical Service, Inc.

Tim Volz, P.E.
Vice-President
Authorized Representative

CC: Steve Ledbetter



1. CONSTRUCTION MANAGEMENT (CM) SERVICES

AECOM Construction Management Service includes the following:

- 1.1 Responding to Contractor Request for Information (RFI) during the construction phase.
- 1.2 Review of electrical related RFIs and submittals as noted in emails from TKE Engineering/Steve Ledbetter 1/17/23, 4/24/23, and 5/9/23.
- 1.3 Respond to follow up reviews on the electrical RFI and submittal review comments returned on May 22.

2. PROJECT MANAGEMENT

Project Management approach is to continue with the PM tasks set forth in the original contract. Included PM tasks through construction. We assume there will be no travel requirements.

3. SCHEDULE SUMMARY

Task Assignment milestones have been estimated as follows:

- For period estimated at 9 months of construction operation.

4. FEE ESTIMATE

Based on the above approach AECOM estimates the Time and Materials not to exceed fee of \$38,618.

5. ASSUMPTIONS AND BASIS OF FEE

5.1. Overall Task Assignment

1. AECOM has not included any site visits for this project.
2. RollApart Buildings Inc. and EnviroLogic are not a subconsultant to AECOM.
3. All coordination with RollApart Buildings Inc. regarding delivery and construction will be conducted between RollApart Buildings Inc., MSWD and the General Contractor.

ATTACHMENT 1
 Mission Springs West 42 Mining and Construction Management (CM) Services
 Denver Springs, CO

Prepared: _____
 Approved: _____
 Date: 28 May 23
 Date: 28 May 23

June 8, 2023
 Construction Services Estimate for Construction

Task Number	Task Description	Project Manager (PM)	Project Engineer (PE)	Design Engineer (DE)	Construction Engineer (CE)	Construction Inspector (CI)	Construction Superintendent (CS)	Construction Foreman (CF)	Construction Worker (CW)	Construction Material (CM)	Construction Equipment (CEQ)	Construction Vehicle (CV)	Construction Other (CO)	Construction Total (CT)	Construction Subtotal (CSUB)	Construction Grand Total (CGT)
Task 1																
1.1	Construction Management Services															
1.1.1	Electrical (E) - Construction (9 hrs per e-mail 5/1/23)	1	6	2	8									17	\$1,666	
1.1.2	M.P. - Construction (Assume 8 RFS)	1	5	5	10									21	\$4,658	
1.1.3	Electrical Submittals (12 submittals per e-mail 5/1/23)	1	8	2	8									9	\$2,724	
1.1.4	Additional Submittals (Assume 8 submittals)	1	10	2	16									32	\$2,626	
1.1.5	Project Drawings	1	1	16	16									31	\$6,518	
1.1.6	Project Close out	2	4	4	6									50	\$6,024	
1.1.7														6	\$1,064	
	Subtotal Task 1	4	29	33	54	0	0	0	0	0	0	0	0	117	\$33,110	\$0
Task 2																
2.1	Construction Management Services															
2.1.1	Project Management and Inspection (Assume 9 month completion)	18	9											28	\$5,108	
	Subtotal Task 2	18	9	0	0	0	0	0	0	0	0	0	0	28	\$5,108	\$0
	Grand Total	22	38	33	54	0	0	0	0	0	0	0	0	145	\$38,218	\$0

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **AECOM Technical Service, Inc.** DATE: March 21, 2022
6200 S. Quebec Street
Greenwood Village, CO 80111

SECOND AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and AECOM Technical Services, Inc., parties to an agreement for **Design Update Services for the Site Work and Well Fitting for the Well 42 Project** (the "Agreement"), dated July 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the amount of the Agreement from a Not to Exceed amount of \$74,666.00 to a Not to Exceed amount of \$105,798.00 per Attachment 1 dated August 27, 2021. This Amendment will increase the term from September 18, 2020, to October 31, 2022.

3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.


Instructions: Sign and return. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

By: 
Arden Wallum
Title General Manager

Other authorized representative(s):
Brian Macy
Assistant General Manager

Consultant:
AECOM Technical Services, Inc.
(Business Name)

By: 
Tim Voiz
Title Vice-President

Other authorized representative(s):



AECOM
7595 Technology Way, Suite 200
Denver, CO 80237
www.aecom.com

303.694.2770 tel
303.694.3946 fax

Item 10.

August 27, 2021

Mr. Danny Friend
Missions Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240-3711

Subject: Change Order for Construction Management Services for Well 42

Dear Danny:

Per the request of Steve Ledbetter at TKE Engineering per an e-mail request dated August 3, 2021; AECOM Technical Services, Inc. (AECOM) has prepared the following Change Order proposal to provide engineering services during the Construction Management Services for Well 42.

This SOW includes the pump and motor resizing for flow rates of 2,500 gpm and then to 2,300 gpm. This request also includes limited Construction Management services during construction and may include review of construction RFI, submittal review and review of Process and Instrumentation and Controls (P&IDs). Also included is ongoing Project Management during the CM period.

AECOM assumes this will be based on a Time and Materials (T&M) as was the original contract for Well 42 modifications and Change Order 1 for bidding services. AECOM will respond to RFI and submittal review only when requested by Steve Ledbetter and/or MSWD and their representatives. As such, an accurate estimate for engineering fees during construction related services is difficult to estimate. AECOM will continue to use the same engineers that have worked on the project to date and track the change order original budget versus, spent and remaining budgets and at about the 80% spent level, AECOM will notify MSWD if an additional Change Order will be necessary or if services completed at that time will be adequate.

We look forward to supporting Mission Springs Water District in successful completion of this task assignment. Please contact me at 303-740-3950 or tim.volz@aecom.com if you have questions or require additional information.

Sincerely,

AECOM Technical Service, Inc.



Tim Volz, P.E.
Vice-President
Authorized Representative

CC: Steve Ledbetter

1. CONSTRUCTION MANAGEMENT (CM) SERVICES

AECOM Construction Management Service includes the following:

- 1.1 Revise pump hydraulics and specifications based on flow rates increases from the original design of 1850 gpm to 2500 and 2300 gpm
- 1.2 Responding to Contractor Request for Information (RFI) during the construction phase.
- 1.3 Review of submittals

2. PROJECT MANAGEMENT

Project Management approach is to continue with the PM tasks set for in the original contract. Included PM tasks through bidding and construction. We assume there will be no travel requirements.

3. SCHEDULE SUMMARY

Task Assignment milestones have been estimated as follows:

- Construction 9 months

4. FEE ESTIMATE

Based on the above approach AECOM estimates the Time and Materials not to exceed fee of \$31,132

5. ASSUMPTIONS AND BASIS OF FEE

5.1. Overall Task Assignment

1. Site visits for this project are not included
2. The assumptions included in Change Order 1 are still valid
3. Preparation of Record Drawings are not included
4. Start up and commissioning is not included

ATTACHMENT 1
Mission Springs Well 42 Construction Management (CM) Services
Desert Springs, CA

Prepared: SC
Approved: TV

Date: 25-Aug-21
Date: 27-Aug-21

August 27, 2021
Change Order 2 Services Estimate

Task Number	Description	Role Initials Billing Rate	LABOR HOURS BY CLASSIFICATION					TOTAL	LABOR	SUB	ODC	TOTAL
			Project Assistant BW \$112	Civil Engineer GZ \$128	Project Manager SC \$236	Electrical Engineer Lead CA \$202	Principal-in- Charge TV \$296	HOURS	Budget	COST	COST	COST
Task 1	Construction Management Services											
1.1	Well pump resizing			40	8	12	60	\$9,432				\$9,432
1.2	RFI - Construction (Assume 10)			20	8	12	40	\$6,872				\$6,872
1.3	Submittals (Assume 10)			20	6	12	38	\$6,400				\$6,400
1.4	P&IDs submittals				2	16	18	\$3,704				\$3,704
							0	\$0				\$0
	Subtotal Task 1		0	80	24	52	0	156	\$26,408	\$0	\$0	\$26,408
Task 2	PM - Construction Management Services											
2.1	Project Management and Invoicing		16		8		1	25	\$3,976			\$3,976
2.2	Project Close out			4	1			5	\$748			\$748
								0	\$0			\$0
	Subtotal Task 2		16	4	9	0	1	30	\$4,724	\$0	\$0	\$4,724
	Project Totals		16	84	33	52	1	186	\$31,132	\$0	\$0	\$31,132

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**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **AECOM Technical Service, Inc.**
6200 S. Quebec Street
Greenwood Village, CO 80111

DATE: October 6, 2022

THIRD AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and AECOM Technical Services, Inc., parties to an agreement for **Design Update Services for the Site Work and Well Fitting for the Well 42 Project** (the "Agreement"), dated July 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the contract term to ninety (90) days following completion of the project construction.
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Consultant:

Mission Springs Water District

AECOM Technical Services, Inc.

(Business Name)

By: 
Arden Wallum

By: 
Tim Volz

Title General Manager

Title Vice-President

Other authorized representative(s):

Other authorized representative(s):

Brian Macy
Assistant General Manager

Eric Weck P.E.
Engineering Manager

CHANGE ORDER

Order No. 1

Date: July 2, 2020

Agreement Date: July 18, 2019

Sheet: 1 of 2

Owner: **MISSION SPRINGS WATER DISTRICT (DISTRICT)**

Project Description: **Design Update for the Site Work and Well Fitting for the Well 42 Project**

Contractor: **AECOM Technical Services, Inc.**

The following changes are hereby made to the Contract:

During the bidding process, several RFIs were received from prospective bidders, which required additional technical review, analysis, and subsequent modifications and addenda to the contract documents. These services were above and beyond the original scope of work. As such, additional budget was required to complete. The scope of said services are outlined in the attached Exhibit A "Change Order for Bidding and Construction Management Services for Well 42". Additionally, the contract term will be extended to account for the additional time needed during the bidding process.

JUSTIFICATION

This change was initiated and approved by the District, based on the requirements for contract document modifications during the bidding process.

CHANGE TO CONTRACT PRICE

Original Contract Price	<u>\$ 62,800.00</u>
Current Contract Price adjusted by Previous Change Order(s)	<u>\$ 62,800.00</u>
Contract Price due to this Change Order will be increased	<u>\$ 11,866.00</u>

New Contract Price including this
Change Order

\$ 74,666.00

CHANGE TO CONTRACT TIME

Contract Time will be increased

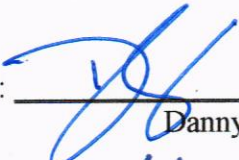
Five (5) Months

Date for Completion of all Work

September 18, 2020

APPROVALS REQUIRED


To be effective, this Change Order must be approved by the Owner if it changes the scope or objective of the Project, or as may otherwise be required by the Contract Documents.

Requested by: 
Danny Friend

Date: 7/15/2020

Recommended by: 
TKE Engineering, Inc.

Date: 07/02/2020

Ordered by: 
Arden Wallum

Date: 7/15/2020

Accepted by: 
AECOM Technical Services, Inc.

Date: July 16, 2020

EXHIBIT A

July 2, 2020

Mr. Danny Friend
Missions Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240-3711**Subject: Change Order for Bidding and Construction Management Services for Well 42**

Dear Danny:

Per the request of Steve Ledbetter at TKE Engineering in an e-mail request dated March 31, 2020; AECOM Technical Services, Inc. (AECOM) prepared a Change Order proposal, dated April 15, 2020 to provide engineering services during the Bidding and Construction Management (CM) Services for Well 42. Per the request of Steve Ledbetter in an e-mail request date June 3, 2020 due to Well 42 site ownership; AECOM has revised the original Bidding and CM Change Order proposal to limit the engineering services during the Bidding for Well 42. Once construction of Well 42 is ready to commence, AECOM will revisit providing Construction Management Services under a different change order proposal to Mission Spring Water District.

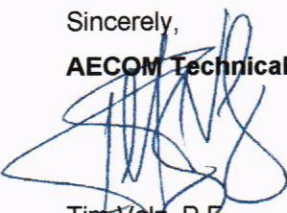
This request for bidding service includes the Bid Schedule, addressing bidders Request for Information (RFI), help in preparing addendum(s) and bid review. Also included is on-going Project Management through the bidding process.

This request does not include CM services including construction RFI, submittal review and review of Process and Instrumentation and Controls (P&IDs), preparation of the Record Drawings and project management during construction.

AECOM assumes this will be based on a Time and Materials (T&M) as was the original contract for Well 42 modifications. AECOM will respond to bidding RFIs only when requested by MSWD and their representatives.

We look forward to supporting Mission Springs Water District in successful completion of this task assignment. Please contact me at 303-740-3950 or tim.volz@aecom.com if you have questions or require additional information.

Sincerely,

AECOM Technical Service, Inc.
Tim Volz, P.E.
Vice-President
Authorized Representative

CC: Steve Ledbetter



1. BIDDING SERVICES

AECOM Bidding Service includes the following:

- 1.1 Bid Schedule and revisions
- 1.2 Responding to bidders Request for Information (RFIs). AECOM understands the deadline for biddings was April 3, 2020. TKE and MSWD has gone through the first pass of the comments and requesting AECOM's input on some of the other responses.

2. PROJECT MANAGEMENT

Project Management approach is to continue with the PM tasks set for in the original contract. Included PM tasks through bidding. We assume there will be no travel requirements.

3. SCHEDULE SUMMARY

Task Assignment milestones have been estimated as follows:

- Bidding – End of April 2020

4. FEE ESTIMATE

Based on the above approach AECOM estimates the Time and Materials not to exceed fee of \$11,866.

5. ASSUMPTIONS AND BASIS OF FEE

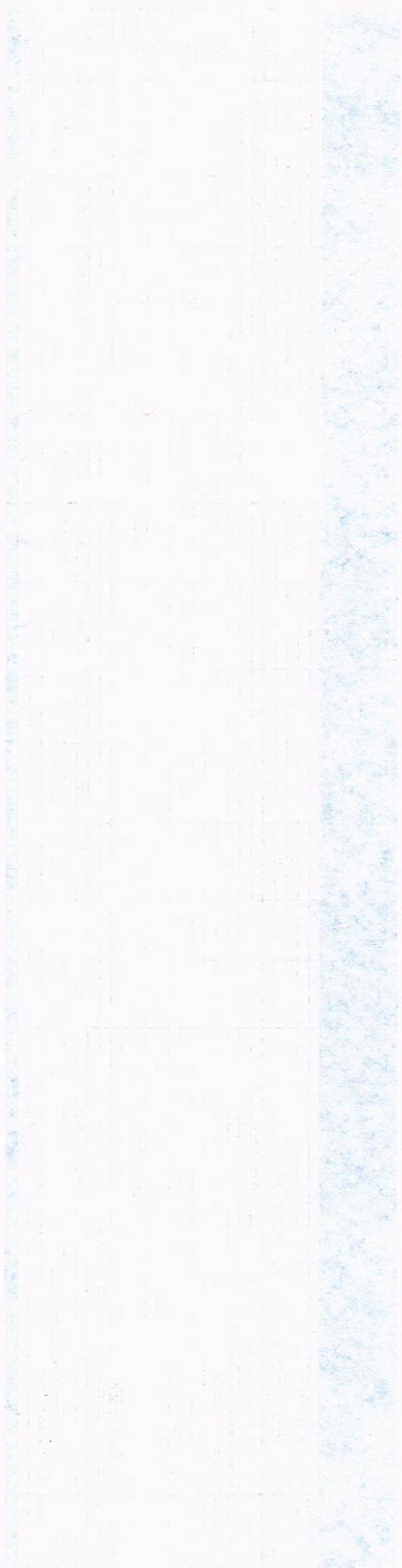
5.1. Overall Task Assignment

1. AECOM will not provide site visits for this project.
2. Comments regarding well construction, will be responded to be either MSWD or EnviroLogic. AECOM can research staff within AECOM for additional resources, but that staff would be new to the Well 42 project. MSWD will let AECOM know if additional resources are required. For the purpose of this change order, the additional AECOM staff have not been included.
3. RollApart Buildings Inc. and EnviroLogic are not a subconsultant to AECOM.
4. All coordination with RollApart Buildings Inc. regarding delivery and construction will be conducted between RollApart Buildings Inc., MSWD and the General Contractor.
5. Construction Management Services are not included in this proposal. Once construction of Well 42 is ready to commence, AECOM will revisit providing Construction Management Services under a different change order proposal to Mission Spring Water District.

ATTACHMENT 1
Mission Springs Well & Billing Services
Pleasant Springs, CA
July 2, 2020
Services Estimate

Prepared: SC
Approved: TV
Date: 2/11/20
Date: 2/11/20

Task Number	Description	Mobile Initial Billing Rate	Project Assistant BYW \$113	Service CAD JH \$125	Drafter DS \$86	Civil Engineer RM \$98	Chief Engineer GZ \$127	Project Manager SC \$20	Civil Engineer (Discharge) RO \$20	Specialist Engineer MW \$127	Project Lead NS \$20	Principal-in-Charge TV \$165	TOTAL HOURS	LABOR Budget	SUB COST	ODC COST	TOTAL COST
Task 1	Bidding Services and Interim																
1.1	RFI - Bidding (Assumes All Comments per e-mail dated April 10 completes the comments)		4		4	20	16	4			3		43	\$5,532			\$5,532
1.2	RFI - Bidding (Assumes All Comments per e-mail dated April 10 completes the comments)					16	12	4	2		2		40	\$5,196			\$5,196
1.3	Project Management and Inspecting		4		4	20	2	2			5		91	\$1,138	\$0	\$0	\$1,138
	Subtotal Task 1		4	0	4	26	20	10	2	0	5	0	91	\$11,866	\$0	\$0	\$11,866
Task 2	Construction Management Services - NOT INCLUDED																
2.1	RFI - Construction (Assume 20)												0	\$0			\$0
2.2	RFI - Construction (Assume 20)												0	\$0			\$0
2.3	RFI - Construction (Assume 20)												0	\$0			\$0
2.4	RFI - Construction (Assume 20)												0	\$0			\$0
2.5	RFI - Construction (Assume 20)												0	\$0			\$0
2.6	RFI - Construction (Assume 20)												0	\$0			\$0
	Subtotal Task 2		0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 3	IFC Drawings - NOT INCLUDED																
3.1	Use RFI responses to update drawings and specifications for IFC set												0	\$0			\$0
	Subtotal Task 3		0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 4	Construction Management Services - NOT INCLUDED																
4.1	Project Management and Inspecting												0	\$0			\$0
	Subtotal Task 4		0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
	Project Total		4	0	4	26	20	10	2	0	5	0	91	\$11,866	\$0	\$0	\$11,866



Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone (760) 329-6448 - FAX (760) 329-2482

For your protection, make sure that you read and understand all provisions before signing. The terms on Pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **AECOM Technical Service, Inc.** DATE: July 18, 2019
6200 S. Quebec Street
Greenwood Village, CO 80111

TITLE: **Design Update Services for the Site Work and Well Fitting for the Well 42 Project**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal provided by AECOM, and per Exhibit B – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$62,800.00


Term: Nine (9) months from the effective Agreement DATE above

Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
AECOM Technical Service, Inc.
(Business Name)

By: 
Arden Wallum

By: 

Title General Manager

Title Tim Volz, Vice-President

Other authorized representative(s):

Other authorized representative(s):

Danny Friend
Director of Engineering and Operations



Luiz Santos
Associate Engineer

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from claims and demands of persons that to the extent arise out of, the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged nonperformance) of the work under this agreement.
- b. Other than in the performance of professional services, Consultant will defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from claims and demands of persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and subconsultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability Insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits of the following

1. General liability - coverage of two million (\$2,000,000) per occurrence for bodily injury, personal injury and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
2. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
3. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers additional insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later editions is used) specifically including the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
- The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
- Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by Mission Springs Water District.
- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District prior to the expiration date.
- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as “other Authorized Representative(s).”
- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- i. Professional permits required by governmental authorities will be obtained at Consultant’s expense, and Consultant will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant’s “Authorized Representative(s)” has (have) the authority to execute such written change for Consultant.
- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media first created or developed by Consultant as part of the services required hereunder (“Written Products”) shall be considered to be “works made for hire”, and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products. Notwithstanding the foregoing, Consultant shall bear no liability or responsibility for Written Products that have been materially modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant’s covenant under this section shall survive the termination of this Agreement

- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all mutually convenient times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees, and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship

of partnership, joint venture or association between the Mission Springs Water District and Consultant.

- cc. Each of the signatories herein, hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

March 29, 2019 (Revised May 28, 2019)

Mr. Danny Friend
Missions Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240-3711

Subject: Task Assignment Proposal for Design Update of Mission Springs Water District Project No. 10-002-W, Site Work and Well Fitting for New Well 42

Dear Danny:

Per the request of Steve Ledbetter at TKE Engineering, AECOM Technical Services, Inc. (AECOM) has prepared the following proposal to provide engineering services to review and if necessary, update the Well 42 Design Drawings, Specifications, and Cost Estimate. The design was for Project No. 10-002-W, Site Work and Well Fitting for New Well 42 for Mission Springs Water District that Legacy URS was involved in approximately 8 years ago and is based on the building codes at that time and MSWD well head facilities requirements.

As requested, AECOM will review the design based on current building codes and any further updates to MSWD standards for these well facilities. Our Staff, Project Approach, Schedule Summary, Fee Estimate, and Assumptions and Basis of Cost can be found in the following items. We have addressed comments received from TKE by email on April 10, 2019 and May 13, 2019 and have incorporated the additional scope and fee.

We look forward to supporting Mission Springs Water District in successful completion of this task assignment. Please contact me at 303-740-3950 or tim.volz@aecom.com if you have questions or require additional information.

Sincerely,

AECOM Technical Service, Inc.



Tim Volz, P.E.
Vice-President
Authorized Representative

CC: Steve Ledbetter

1. STAFF QUALIFICATIONS

The design team will be led by the following key staff. Full resumes will be provided upon request.

Tim Volz, P.E. will serve as Principal in Charge to direct the team and collect input from MSWD.

Scott Cole, P.E. will serve as Project Manager to coordinate discipline review, incorporate review comments by TKE Engineering and MSWD, and prepare the final contract documents

Gwendolyn Zuber, P.E. will serve as the Project Engineer. Ms. Zuber's six years of experience is in planning, and design of water, wastewater and reuse piping and pumping systems and treatment facilities. She has assisted municipalities with feasibility level planning, cost estimates, and construction documents.

Michael Washmuth, P.E. will serve as the Lead Structural Engineer. Mr. Washmuth has 8 years experience in delivering projects of wide-ranging scope for both new construction and improvements to existing facilities.

Kevin Sparrow, P.E. will serve as the Lead Electrical Engineer. Mr. Sparrow has 13 years of experience as an electrical engineer. His experience includes complete electrical, instrumentation, and control engineering, design and construction phase services for all manner of water and wastewater facilities on projects both large and small.

2. PROJECT APPROACH

2.1. Project Management Approach

AECOM Project Management approach is based on a month and half schedule and will provide conference call progress/update meetings. The schedule assumes AECOM receives the final PE signed and stamped drawings and specifications from RL Engineering (Structural design) early on in the project. We assume there will be no travel requirements and that MSWD staff will provide the necessary comments either via email or hard copy FedEx shipment. We will provide a new updated engineering stamp set of drawings and specifications for bidding the project in June 2019. AECOM's deliverables will be in pdf format.

2.2. Design Approach

AECOM will perform an evaluation of the 2011 design for the Well 42 design for compliance with current building codes. Construction drawings and specifications will be reviewed. In addition, we have received review comments from TKE Engineering and MSWD and will incorporate those design modifications into the revised contract documents. We have assumed TKE and MSWD will have no further review comments. MSWD will complete one final QA/QC on the plan set to ensure all comments have been addressed. No substantive changes will be made during final review. A new construction cost estimate will be prepared. We will complete new design calculations as required based on TKE Engineering and MSWD review comments. We have assumed the well/pump design and that the overall pumping head requirements remain valid.

AECOM will coordinate with the prefabricated building manufacturer, Ro

lApart Buildings Inc., to incorporate MWSW revisions made to Well 37. It is assumed RL Engineering will coordinate with RollApart Buildings Inc. for building modifications that RollApart might have and incorporate those modifications into the final RL Engineering drawings and specifications. AECOM assumes that RL Engineering will provide revised and re-stamp structural drawings to AECOM for inclusion into the overall project drawings. It is assumed RL Engineers will review AECOM construction specifications. We have included a complete list of our assumptions in Item 5.

EnviroLogic Resources, Inc. (ERI) the groundwater hydrogeologist engineer for the MSWD, has included in their Scope of Work to MSWD to provide well design recommendations and if necessary, modifications during pilot hole drilling based subsurface conditions. ERI will also provide technical support during well production testing. ERI will direct and approve all elements of the well design drawings during

construction per the specifications. AECOM well design documents are to provide general guidance to the well drillers only and ERI will conduct the necessary field work to confirm drawing information. We have included a complete list of our assumptions in Item 5.

2.3. Construction Administration

AECOM has included 16 labor hours during the construction period of the project. We anticipate this will be used for submittal review and or respond to RFIs. AECOM will notify MSWD via e-mail of the requested review and the number of hours required to complete the review.

3. SCHEDULE SUMMARY

Task Assignment milestones have been estimated as follows:

- Notice to Proceed (NTP) 6/1/2019
- Received TKE Engineering redline comments on April 4, 2019. We have assumed no other review comments will be made
- Review 2011 Design for Current Code Compliance 6/21/2019
- Final Design Package – 7/12/2019 (Pending receipt of packages from RL Engineering and incorporation of data into AECOM final design.)

4. FEE ESTIMATE

Based on the above approach described in Item 2, AECOM estimates the Time and Materials not to exceed fee of \$62,800.

5. ASSUMPTIONS AND BASIS OF FEE

5.1. Overall Task Assignment

1. AECOM will not provide site visits for this project.
2. There will be no design changes beyond those required to meet current building codes and addressing the review comments by TKE Engineering and MSWD.
3. Some of TKE and MSWD review comments require calculations and drawing revisions. These calculations and drawing revisions have been included in the level of estimate
4. AECOM assumes that TKE and MSWD will have no further review comments.
5. MSWD will complete one final QA/QC on the plan set to ensure all comments have been addressed. No substantive changes will be made during final review.
6. RollApart Buildings Inc. is not a subconsultant to AECOM.
7. All coordination with RollApart Buildings Inc. regarding procurement and delivery schedule will be conducted between RollApart Buildings Inc., MSWD and the General Contractor.
8. As stated in the Electrical General Notes on sheet 19 (E-1) of the 2011 construction drawings, the electrical subcontractor will provide control drawings for the booster pump control panel/system during construction phase for review by MWSD and the Engineer which will be modified as follows:
The electrical subcontractor will provide control drawings, Piping and Instrumentation Diagrams (P&IDs) drawings for the booster pump control panel/system during construction phase for review by MWSD.
9. The construction cost estimate will include checking quantities based on the 2019 design drawings and using the 2011 cost estimate with a percentage increase to bring the estimate into 2019 dollars.

5.2. Incorporating MSWD and TKE Comments

AECOM will revise the drawing package based on the following review comments by MSWD and TKE (received April 10, 2019) :

1. Change to main driveway and entrance area to AC. (AECOM: Agreed)
2. Remaining site changes from Class 2 to ¾” rock with weed barrier. (AECOM: Agreed)
3. Change removable gate to swing gate and add ¾” rock apron. (AECOM: Agreed)
4. Replace blow-off splash guard with duckbill (AECOM: Agreed)
5. Increase size of Chlorine Room from 5’x6’ to 8’x8’
 - a. This will impact RL, not AECOM. AECOM: This will impact both RL and AECOM. AECOM to show the chlorine building expansion on sheets C-1, C-3, C-4, A-1, M-1, E-2, E-3, E-4, E-6 and replacement of RL Engineering drawings.
6. Add flow meter to blow-off. AECOM: Revise sizing calculations, discharge piping to accommodate upstream and downstream pipe diameters for the flow meter and modify the piping to maintain full pipe flow characteristics for the flow meter. Assume a flanged magnetic flow meter with local readout only. The piping modifications will extend the discharge structure into the parking lot, thus changing the release flow piping to the Little Morongo Wash.
7. Add pre-chlorine port for sampling. AECOM: In phone call on April 12, 2019 MSWD revised chlorine injection system to be provided by contractor, not by Owner.
8. AECOM: Site grading revisions per TKE comments on sheet C-3. Revisions require additional engineering evaluation level of effort.

AECOM will revise the specifications to address the following review comments by MSWD and TKE (received May 13, 2019)

1. ERI will provide well design recommendations during pilot hole drilling based on subsurface conditions. As such, coordination with ERI during design and bidding is not required by AECOM.
2. However, the specification must include provisions to allow for well design modifications (i.e. filter pack, casing, perforations, etc.) and associated down-time to order materials following pilot hole drilling.
3. In addition, the specifications must include step-drawdown and constant-rate pumping tests for production well testing. Input from ERI will be provided during this time as well

Additional modifications required:

1. AECOM will coordinate building revisions to match those made to Well 37. It is AECOM’s understanding this includes the addition of a louver and exhaust fan. RollApart Buildings will coordinate with MSWD and RL Engineering for the louver location. AECOM assumes RK Engineering will modify their drawings and provide to AECOM for incorporation into the overall drawing package. RK Engineering will sign and stamp the structural drawings and review structural specifications.
2. AECOM will also modify the architectural drawings for consistency with Item 1.
3. AECOM assumes RL Engineering is contracted with MSWD and RL Engineering is not a sub consultant to AECOM.
4. AECOM assumes ERI will direct and approve all elements of the well design drawings during construction per the specifications. AECOM well design documents are to provide general guidance to the well drillers only and ERI will conduct the necessary field work to confirm drawing information. AECOM assumes EnviroLogic Resources, Inc. is contracted with MSWD and ERI is not a sub consultant to AECOM.

5.3. Final Design

- The 100% construction package will include complete drawings, specifications, and Construction Cost Estimate.

5.4. Bidding Phase

- At this time, AECOM has not included hours to participate in the bidding phase of this project.

5.5. Construction Phase

- AECOM has included 16 labor hours to participate in the construction phase of this project. We anticipate this will be used for submittal review and or respond to RFIs, including submittal review of the P&ID prepared by the electrical subcontractor as currently required in the drawings and specifications. AECOM will notify MSWD via e-mail of the requested review and the number of hours required to complete the review.

5.6. Closeout

- AECOM has not included hours to participate in the closeout phase of this project including the development of as-build drawings.

5.7. The following drawing list provides the drawings and those requiring modifications per TKE comments:

- G-1 Cover (Modifications required)
- G-2 General Notes
- G-3 Legend and Abbreviations
- C-1 Site Civil Plan/Horizontal Control Plan (Modifications required)
- C-2 Well Drilling Plan
- C-3 Grading and Erosion Control Plan (Modifications required)
- C-4 Well Startup Infiltration Basin and Gravity Drain (Possible modifications)
- C-5 Civil Details (Modifications required)
- C-6 Civil Details (Modifications required)
- S-1 Structural Plans and Details (provided by RollApart Buildings Inc.) (Modifications required)
- S-2 Wall Framing Elevations and Details (provided by RollApart Buildings Inc.)
- S-3 Chlorine Room Plan and Details (provided by RollApart Buildings Inc.) (Modifications required)
- A-1 Architectural Plan and Elevations (Modifications required)
- A-2 Architectural Details and Schedules
- M-1 Mechanical Site Plan (Modifications required)
- M-2 Mechanical Details
- M-3 Mechanical Details (Modifications required)
- M-4 Mechanical Details
- E-1 Electrical - Legend, Abbreviations and Notes

- E-2 Electrical – Site Plan (Modifications required)
- E-3 Electrical / Instrumentation, Lighting and Power Plan (Modifications required)
- E-4 Electrical –Single Line Diagram (Modifications required)
- E-5 Electrical –MCC Elevations
- E-6 Electrical –Schematics (Modifications required)
- E-7 Electrical –Lighting and Fixture Schedule
- E-8 Electrical -Details
- E-9 Electrical -Details

Term, Early Termination & Notice

Design Update Services for the Site Work and Well Fitting for the Well 42 Project

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire nine (9) months from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and AECOM Technical Service, Inc. for Design Update Services for the Site Work and Well Fitting for the Well 42 Project in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon two (2) week Notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and AECOM Technical Service, Inc.

OWNER

Attn: Luiz Santos
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
lsantos@mswd.org

CONSULTANT

Attn: Tim Volz
AECOM Technical Service, Inc.
6200 S. Quebec Street
Greenwood Village, CO 80111
tim.volz@aecom.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
07/24/2019

Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-19-20 07 2021		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
		INSURER B : N/A	N/A
		INSURER C : Illinois Union Insurance Co	27960
		INSURER D : SEE ACORD 101	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** LOS-002438686-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G71234137	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ISA H25280532	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SEE ACORD 101	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2019	04/01/2020	Per Claim/Agg 2,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Agreement for Design Update Services for the Site Work and Well Fitting for the Well 42 Project

Mission Springs Water District, its directors, officers, employees, and authorized volunteers are named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL coverage.

CERTIFICATE HOLDER Missions Springs Water District 66575 Second Street Desert Hot Springs, CA 92240-3711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel
--	--

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AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 6200 S. Quebec Street Greenwood Village, CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C6589323A	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C65893150	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C65893198	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C65893393	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific
qualified		entities self-insured in the state of Ohio

POLICY NUMBER: HDO G71234137

Endorsement Number: 19

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

whichever is loss.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

will pay on behalf of the additional insured is the amount of insurance.

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we

POLICY NUMBER: HDO G71234137

Endorsement Number: 87

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G71234137

Endorsement Number: 328

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

**TO: EnviroLogic Resources, Inc.
2201 East Willow St., Ste. D #142
Signal Hill, CA 90755**

DATE: August 12, 2022

FOURTH AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and EnviroLogic Resources, Inc., parties to an agreement for **Technical Support and Oversight of the Well 42 Design and Construction Project** (the "Agreement"), dated July 19, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will amend the Agreement term adding Two Hundred and forty-two (242) days. The completion date will now be April 30, 2023.
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: 
Arden Wallum

Title General Manager


Other authorized representative(s):

Brian Macy
Assistant General Manager

Eric Weck
Engineering Manager

Consultant:

EnviroLogic Resources, Inc.
(Business Name)

By: 
Thomas J. Calabrese

Title President

Other authorized representative(s):

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **EnviroLogic Resources, Inc.
2201 East Willow St., Ste. D #142
Signal Hill, CA 90755**

DATE: September 22, 2021

SECOND AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and TKE Engineering, Inc., parties to an agreement for **Technical Support and Oversight of the Well 42 Design and Construction Project** (the "Agreement"), dated July 19, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:


This Amendment will amend the Agreement term adding seven (7) months to the completion date of October 18, 2021. Contract completion date is May 18, 2022.

3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: 
Arden Wallum

Title General Manager

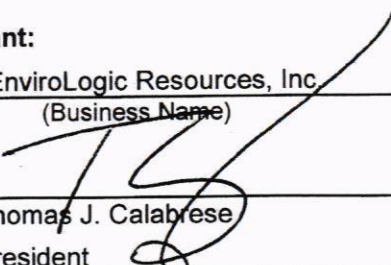
Other authorized representative(s):

Brian Macy
Assistant General Manager

Luiz Santos
Associate Engineer

Consultant:

EnviroLogic Resources, Inc.
(Business Name)

By: 
Thomas J. Calabrese

Title President

Other authorized representative(s):

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: EnviroLogic Resources, Inc.
2201 East Willow St., Ste. D #142
Signal Hill, CA 90755

DATE: July 16, 2020

FIRST AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and TKE Engineering, Inc., parties to an agreement for **Technical Support and Oversight of the Well 42 Design and Construction Project** (the "Agreement"), dated July 19, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

The Amendment will amend the Agreement adding fifteen (15) months to the contract.
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

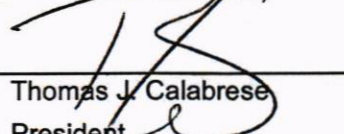
Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

By: 
Arden Wallum
Title General Manager

Other authorized representative(s):
Danny Friend
Director of Engineering & Operations
Luiz Santos
Associate Engineer

Consultant:
EnviroLogic Resources, Inc.
(Business Name)

By: 
Thomas J. Calabrese
Title President

Other authorized representative(s):

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **EnviroLogic Resources, Inc.
2201 East Willow St., Ste. D #142
Signal Hill, CA 90755**

DATE: February 20, 2024

FIFTH AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and EnviroLogic Resources, Inc., parties to an agreement for **Technical Support and Oversight of the Well 42 Design and Construction Project** (the "Agreement"), dated July 19, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the contract not to exceed budget from \$199,000.00 to \$224,382.00 (\$25,382.00 increase) and extend the term to ninety (90) days following the completion of Project construction.

3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: Brian Macy

Title General Manager

Other authorized representative(s):

Eric Weck
Engineering Manager

Consultant:

EnviroLogic Resources, Inc.
(Business Name)

By: Thomas J. Calabrese

Title President

Other authorized representative(s):

February 14, 2024
10388.009

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

Attention: Eric Weck
Engineering Manager

Subject: Change Request – Well 42 Technical Support and Drilling Oversight
San Bernardino County, California

Dear Mr. Weck:

Thank you for the opportunity to help Mission Springs Water District (MSWD) install Well 42 in Desert Hot Springs, California. Our original proposal for technical support and well drilling oversight was based on several assumption related to project implementation. In particular, we did not include hours for oversight during drilling rig repair times, additional alignment surveys, providing responses for RFIs, or other stand-by time waiting for equipment/replacement equipment to arrive.

The key changes to the scope of work included:

- We provided more support than estimated during the technical specification development and bid review;
- Stand-by/wait time during installation of the conductor casing as a result of mud pump rebuild/replace/repair issues;
- Stand-by/wait time during pilot hole drilling for compressor repairs, redrilling footage in an attempt to straighten the hole, repeated alignment surveys required as a result of faulty equipment and deviation; review of the alignment surveys to develop a response to RFI-010 (our proposed resolution to this issue resulted in a \$50,000 savings for MSWD), and stand-by/wait time during repair of the shaker table;
- Stand-by/wait time during resolution of a broken pump issue during the aquifer zone testing; stand-by/wait time for pump trucks and other pump issues; and
- Extra expenses incurred as a result of the extra field time.

The additional costs for these tasks are shown on the attached tables. We are requesting a change in the total contract amount of \$25,382 to cover the additional work required.

Mr. Eric Weck
February 14, 2024
Page 2

CLOSING COMMENTS

Thank you very much for the opportunity to provide professional hydrogeologic services. Please let me know if you have any questions or comments. I can be reached direct at (503) 799-8011.

Sincerely,
EnviroLogic Resources, Inc.

Thomas J Calabrese

Thomas J. Calabrese, PG
Principal Hydrogeologist
President

cc: Steven W. Ledbetter, P.E

Attachment

Proposed Changes to Well 42 Technical Support and Drilling Oversight
Out of Scope Hours Log

**Mission Springs Water District
Changes to Well 42 Technical Support and Drilling Oversight
Desert Hot Springs, CA**

	Task 1 -Tech Specs/Bid Review		Task 3 – Conductor Casing Installation		Task 4 – Pilot Hole Drilling		Task 5 – Aquifer Zone Testing				Grand Totals		
Labor													
Principal	\$180.00	2.0	\$360.00		\$0.00	12.0	\$2,160.00		\$0.00		\$0.00	14.0	\$2,520.00
Sr Project	\$150.00	14.0	\$2,100.00	4.0	\$600.00	8.0	\$1,200.00		\$0.00		\$0.00	26.0	\$3,900.00
Project	\$120.00		\$0.00		\$0.00	12.0	\$1,440.00		\$0.00		\$0.00	12.0	\$1,440.00
Associate	\$100.00		\$0.00	28.0	\$2,800.00	96.0	\$9,600.00	46.0	\$4,600.00		\$0.00	170.0	\$17,000.00
Drafter/GIS	\$90.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00
Technician	\$80.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00
Clerical	\$70.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00
Subtotals:		16.0	\$2,460.00	32.0	\$3,400.00	0.0	\$14,400.00	46.0	\$4,600.00	0.0	\$0.00	222.0	\$24,860.00
Reimbursibles													
Extra Expenses	\$1.00		\$0.00		\$0.00	522.0	\$522.00		\$0.00		\$0.00	0.0	\$522.00
copies	\$0.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00
color copies	\$0.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00
field equipment/misc	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00
Subtotals:			\$0.00		\$0.00		\$522.00		\$0.00		\$0.00		\$522.00
Outside Services	15%		\$0.00		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	0.0	\$0.00
Task Totals:			\$2,460.00		\$3,400.00		\$14,922.00		\$4,600.00		\$0.00	0.0	\$25,382.00

cross check \$25,382.00

Out of Scope Hours
 Well 42 Technical Support and Drilling Oversight
 Mission Springs Water District
 Desert Hot Springs, California

Date(s)	Task	Activity	Staff Level	Hours	Rate	Amount	Staff
Mar-April 2020	1 – Tech Specs/Bid Review	Respond to RFIs	Principal	2	\$180	\$360	TJC
Mar-April 2020	1 – Tech Specs/Bid Review	Respond to RFIs	Sr Project Staff	14	\$150	\$2,100	JCH
02/13/21	3 – Conductor Casing Drilling/Install	Clean out 48-in surface casing to 40-ft, retool/assembly for surface seal center punch/coring 40'-45', rebuild mud pump	Assoc Proj Staff	24	\$100	\$2,400	BFY, OED
02/14/21	3 – Conductor Casing Drilling/Install	Mud pump replacement, hose leak/repairs	Sr Proj Staff	4	\$150	\$600	JCH
03/02/21	4- Pilot Hole Drilling	Drill time beyond estimated hours; compressor repairs	Assoc Proj Staff	4	\$100	\$400	BFY
03/04/21	4- Pilot Hole Drilling	Drill time beyond estimated hours; Alignment survey; redrill from 531 ft	Assoc Proj Staff	24	\$100	\$2,400	BFY, OED
03/06/21	4- Pilot Hole Drilling	Drill time beyond estimated hours; Alignment survey	Assoc Proj Staff	24	\$100	\$2,400	BFY, OED
03/08/21	4- Pilot Hole Drilling	Review alignment surveys; develop response to RFI-010	Sr Project Staff	8	\$150	\$1,200	JCH
03/08/21	4- Pilot Hole Drilling	Review alignment surveys; develop response to RFI-010	Principal	8	\$180	\$1,440	TJC
03/10/21	4- Pilot Hole Drilling	Review alignment surveys; develop response to RFI-010	Principal	4	\$180	\$720	TJC
03/11/21	4- Pilot Hole Drilling	Drill time beyond estimated hours; Alignment survey	Project Staff	12	\$120	\$1,440	JCH
03/12/21	4- Pilot Hole Drilling	Drill time beyond estimated hours; repair shaker	Assoc Proj Staff	24	\$100	\$2,400	BFY, OED
03/19/21	5 – Aquifer Zone Testing	Resolve broken pump issue	Assoc Proj Staff	12	\$100	\$1,200	BFY
3/21-03/22/2021	5 – Aquifer Zone Testing	Standby waiting for pump trucks	Assoc Proj Staff	10	\$100	\$1,000	BFY, OED
03/26/21	5 – Aquifer Zone Testing	Aquifer Zone testing time beyond estimated hours; pump issues	Assoc Proj Staff	24	\$100	\$2,400	BFY, OED
*March 2021	4- Pilot Hole Drilling	Extra Expenses as a result of longer field time				\$522	
						\$0	
						Total	
						\$25,382	

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **EnviroLogic Resources, Inc.**
2201 East Willow St., Ste. D #142
Signal Hill, CA 90755

DATE: May 2, 2022

THIRD AMENDMENT TO CONTRACT AGREEMENT

- 1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and EnviroLogic Resources, Inc., parties to an agreement for **Technical Support and Oversight of the Well 42 Design and Construction Project** (the "Agreement"), dated July 19, 2019.
- 2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will amend the Agreement term adding One Hundred and five (105) days. The completion date will now be August 31, 2022.

- 3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
EnviroLogic Resources, Inc.
(Business Name)

By: *Arden Wallum*
Arden Wallum

By: *Thomas J. Calabrese*
Thomas J. Calabrese

Title General Manager

Title President

Other authorized representative(s):
Brian Macy
Assistant General Manager

Other authorized representative(s):

Eric Weck
Engineering Manager

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone (760) 329-6448 - FAX (760) 329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on Pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **EnviroLogic Resources, Inc.
2201 East Willow St., Ste. D #142
Signal Hill, CA 90755**

DATE: 7/19/19

TITLE: **Technical Support and Oversight of the Well 42 Design and Construction Project**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Work and Proposal, and per Exhibit B – Term, Early Termination & Notice

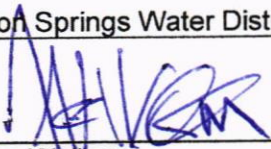
Contract price \$: Not to Exceed \$199,000.00

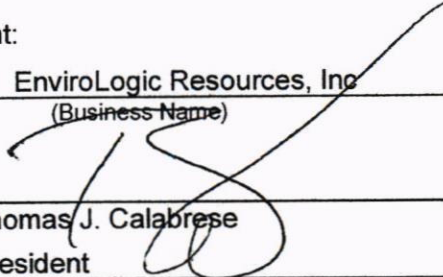
Term: One (1) year from the effective Agreement DATE above

Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted: Mission Springs Water District

Consultant: EnviroLogic Resources, Inc
(Business Name)

By: 
Arden Wallum

By: 
Thomas J. Calabrese

Title General Manager

Title President

Other authorized representative(s):

Other authorized representative(s):

Danny Friend
Director of Engineering and Operations

Luiz Santos
Associate Engineer

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following

1. General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
2. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
3. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later editions is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
 - g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
 - h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

- i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.
- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees, and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California

Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express

provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- cc. Each of the signatories herein, hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.

April 2, 2019
90001.001

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

VIA EMAIL

Attention: Danny Friend
Director of Engineering and Operations

Subject: Proposal to Provide Oversight during
Well 42 Drilling and Construction
Desert Hot Springs, California

Dear Mr Friend:

Thank you for the opportunity to present Mission Springs Water District with our proposal to provide technical oversight during drilling and construction of production Well 42. Well 42 will be located on the southeast corner of the intersection between Pierson Drive and Little Morongo Road. The well is currently expected to be 1200 feet deep, depending on the geology encountered and production expected from aquifer zones penetrated.

SCOPE OF WORK

The following objectives are proposed to be met through the tasks included in the scope of work for drilling and construction oversight:

- Provide technical support in the final review of technical specifications for drilling and construction operations and bid documents;
- Attend a project kickoff/preconstruction meeting and site walk to confirm drilling location once a drilling contractor has been selected by MSWD;
- Provide pre-construction technical support;
- Ensure compliance to the plans and specifications set forth by MSWD;

Mr. Danny Friend
April 2, 2019
Page 2

- Collect data during the pilot hole drilling and recommend to MSWD when to terminate the drilling operations;
- Oversee aquifer zone testing operations for up to four aquifer zones; collect drawdown, recovery, and production rate data for each aquifer zone tested; and collect water quality samples from each zone to submit the samples to a certified laboratory for general mineral, physical, and radiological analyses;
- Recommend and oversee the pilot hole conversion and construction design for the production well;
- Oversee the development and production testing and analyze the results;
- Recommend optimal pumping rates and production schedules;
- Collect samples for water quality at the end of the constant rate pumping test and submit them to a certified laboratory for Full Title 22 Analysis; and
- Prepare a well completion report presenting independent logs and records of the drilling activities, lithology encountered during drilling, well construction records, development records, aquifer test analysis, and water quality data.

The following tasks are proposed to be included in the overall scope of work. Some tasks (e.g., aquifer zone testing) may be implemented depending on conditions encountered.

Task 1 – Support Technical Specifications Development and Bid Review

EnviroLogic Resources, Inc., will provide support to the MSWD Engineer in the development of technical specifications for drilling operations and well construction. We will also provide input to the Engineer about the relative merits of bids once they are received from potential drillers.

Task 2 – Project Kickoff Meeting/Preconstruction Meeting

We will attend a site walk and preconstruction meeting to confirm drilling location and to review the proposed work schedule once the drilling contractor has been selected by MSWD. We expect this meeting to occur up to several weeks before the actual drilling is to begin.

Task 3 – Conductor Casing Drilling and Installation

EnviroLogic Resources staff will oversee the drilling, casing installation, and pressure grouting of the 100-ft conductor casing. Our oversight would be full time during the drilling and the pressure grouting of the cement sanitary seal. This process typically requires 4-5 days to complete.

Mr. Danny Friend
April 2, 2019
Page 3

Task 4 – Pilot Hole Drilling

We will oversee drilling of the pilot hole to a target depth of approximately 1,200 ft, collecting samples of the lithology at 5 ft intervals for logging and potential sieve analyses. As the drilling progresses, we will compare the lithology and water production zones with the analyses from other MSWD wells and communicate with MSWD about conditions for borehole termination. Water quality of the drilling fluids that enter and leave the borehole will be tested for pH, specific conductance, and temperature. Once the pilot hole is complete a geophysical log will be conducted. We will also complete a temperature log once thermal equilibrium has been reached, typically about a week after completion of the pilot hole drilling.

Task 5 – Aquifer Zone Testing

If justified and at the discretion of the District, we will review the geophysical logs and drilling samples to recommend up to four zones to isolate for aquifer zone testing. Aquifer zone testing would be to evaluate aquifer zones at different depths in the well for production rate and water quality parameters including general mineral, physical, and if justified, radiological constituents. We would oversee the aquifer zone testing operations, collect drawdown, recovery, and production rate data for each aquifer zone tested, and collect water quality samples from each zone for submittal to a certified laboratory for analysis.

Task 6 – Well Design

If the data appear favorable, we will perform sieve analyses on lithologic samples and recommend a design for the filter pack, casing, and perforations for construction to a production well. The well design will be communicated to the MSWD Engineer via a drawing so that he can amend the construction specifications and obtain an updated quote for the well construction task from the driller.

Task 7 – Production Well Drilling and Construction

EnviroLogic Resources will oversee the reaming of the pilot hole and construction of the production well. We will confirm delivery of appropriate materials before they are installed and oversee installation of the filter pack, casing, and screen.

Task 8 – Production Well Development

We will oversee air-lifting, swabbing, and development pumping operations of the production well. Should other well development techniques appear to be necessary during this process we will recommend them to MSWD and the driller. We will analyze turbidity during development pumping. If convenient to MSWD, we will monitor water levels in

Mr. Danny Friend
April 2, 2019
Page 4

nearby Wells 22 and 24 during development pumping operations to look for evidence and magnitude of potential interference. If Task 9 – Production Well Testing is implemented, we will forego monitoring during development in favor of more direct data to be developed during this task.

Task 9 – Production Well Testing

EnviroLogic Resources will synthesize data during the drilling and development to consider potential optimal pumping rates and design the test pumping program to include step-drawdown and constant-rate test pumping. The step-drawdown test should be completed in one day while the constant-rate test should be run for about four days. We will observe aquifer performance during the pumping tests, collect water quality samples at the end of the constant-rate pumping test, and submit the samples to a certified laboratory for a full Title 22 analysis. We will also collect data during recovery after pumping stops for a period of two days. We propose to monitor water levels in nearby Wells 22, 24, 29, and 37 during production testing operations to look for evidence and magnitude of potential interference.

Task 10 – Well Completion Report

We will synthesize all data collected and prepare a well completion report with results, interpretations, conclusions, and recommendations. We will include detailed appendices with data that were collected during the project. The report will include, but not be limited to the quantity of water that can be sustainably produced, water quality information, the type and setting of the pumping equipment, and a brief maintenance program.

SCHEDULE AND BUDGET

We propose to complete this work for a price of \$199,000. The proposed schedule and budget on a task-by-task basis, a detailed cost estimate, and our fee schedule are presented attached to this proposal. We propose to use the same fee schedule we have used for MSWD work for previous projects. We would plan on participating in the final review of technical specifications upon execution of a contract. We would provide a draft well completion report for your review within twelve weeks after completion of the aquifer testing task. We mobilize out of Signal Hill, California, and travel time is calculated from portal to portal. We invoice monthly on a time-and-materials basis.

ASSUMPTIONS

We assume the 100-ft conductor casing drilling and installation will take about 5 days, the pilot hole will take about 15 days, the pilot hole reaming and well construction will take about 21 days, and well development will take about 11 days to complete. We assume drilling will take place during normal working hours. We understand drilling will take place

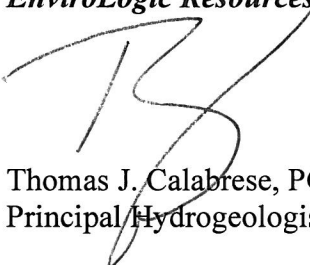
Mr. Danny Friend
April 2, 2019
Page 5

on a 24-hr/day basis. The aquifer testing task is considered to take 4 days for the constant rate test. In consultation with MSWD, we may consider shortening that test to two days. While we have budgeted the bulk of this work at our Project Scientist level, we will endeavour to make available a lower billing rate staff person if possible. The number of hours would likely be the same but overall expenditures can be reduced.

CLOSING COMMENTS

Thank you for the opportunity to provide Mission Springs Water District with professional hydrogeological services. Please call me direct at (503) 799-8011 if you have any questions.

Sincerely,
EnviroLogic Resources, Inc.


Thomas J. Calabrese, PG
Principal Hydrogeologist

Attachments: Project Schedule and Budget
Detailed Cost Estimate
Fee Schedule

EXHIBIT A
PROJECT SCHEDULE and BUDGET
Mission Springs Water District
Well 42 Drilling and Construction Oversight
Desert Hot Springs, California

Item 10.

ID	Task Description	Duration	Start	Finish	Budget	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter					
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
1	MISSION SPRINGS WD/Well 42 DRILLING and CONSTRUCTION OVERSIGHT	296 days	5/6/2019	6/22/2020	\$198,838																		
2																							
3	AUTHORIZATION TO PROCEED	1 day	5/6/2019	5/6/2019	\$0																		
4																							
5	SUPPORT TECH SPECS DEVELOPMENT AND BID REVIEW	60 days	5/6/2019	7/26/2019	\$3,960																		
6	Support Development of Technical Specifications	10 days	5/6/2019	5/17/2019	\$3,120																		
7	Support Bid Review Process	5 days	7/22/2019	7/26/2019	\$840																		
8																							
9	PROJECT KICKOFF MEETING	1 day	8/12/2019	8/12/2019	\$2,568																		
10	Kickoff Meeting	1 day	8/12/2019	8/12/2019	\$2,568																		
11																							
12	CONDUCTOR CASING DRILLING AND INSTALLATION	7 days	9/24/2019	10/2/2019	\$12,140																		
13	Mobilization/Demobilization	1 day	9/24/2019	9/24/2019	\$1,063																		
14	Drilling Oversight	6 days	9/25/2019	10/2/2019	\$11,077																		
15																							
16	PILOT HOLE DRILLING	18 days	10/3/2019	10/28/2019	\$37,587																		
17	Mobilization/Demobilization	1 day	10/3/2019	10/3/2019	\$1,303																		
18	Pilot Hole Drilling Oversight	15 days	10/4/2019	10/24/2019	\$28,514																		
19	Geophysical Logging	1 day	10/25/2019	10/25/2019	\$5,495																		
20	Temperature Logging	1 day	10/28/2019	10/28/2019	\$2,275																		
21																							
22	AQUIFER ZONE TESTING	11 days	11/12/2019	11/26/2019	\$22,770																		
23	Data Review and Testing Recommendations	5 days	11/12/2019	11/18/2019	\$1,200																		
24	Mobilization/Demobilization	1 day	11/19/2019	11/19/2019	\$1,303																		
25	Aquifer Zone Testing	5 days	11/20/2019	11/26/2019	\$20,267																		
26																							
27	WELL DESIGN	15 days	11/27/2019	12/17/2019	\$6,070																		
28	Prepare Well Design	15 days	11/27/2019	12/17/2019	\$6,070																		
29																							
30	PRODUCTION WELL DRILLING AND CONSTRUCTION	22 days	1/1/2020	1/30/2020	\$42,359																		
31	Mobilization/Demobilization	1 day	1/1/2020	1/1/2020	\$1,303																		
32	Pilot Hole Reaming Oversight	16 days	1/2/2020	1/23/2020	\$31,274																		
33	Well Construction Oversight	5 days	1/24/2020	1/30/2020	\$9,782																		
34																							
35	WELL DEVELOPMENT	12 days	2/7/2020	2/24/2020	\$19,785																		
36	Mobilization/Demobilization	1 day	2/7/2020	2/7/2020	\$1,303																		
37	Well Development Program Oversight	11 days	2/10/2020	2/24/2020	\$18,482																		
38																							
39	PRODUCTION WELL TESTING	225 days	5/6/2019	3/13/2020	\$27,237																		
40	Mobilization/Demobilization	1 day	5/6/2019	5/6/2019	\$1,303																		
41	Production Testing Program	9 days	3/3/2020	3/13/2020	\$25,935																		
42																							
43	WELL COMPLETION REPORT	61 days	3/30/2020	6/22/2020	\$9,965																		
44	Prepare Draft Report	30 days	3/30/2020	5/8/2020	\$7,520																		
45	Client Review	15 days	5/11/2020	5/29/2020	\$360																		
46	Prepare Final Report	15 days	6/1/2020	6/19/2020	\$1,920																		
47	Submit Final Report to MSWD	1 day	6/22/2020	6/22/2020	\$165																		
48																							
49	PROJECT MANAGEMENT	295 days	5/6/2019	6/19/2020	\$14,400																		
50	Project Coordination	295 days	5/6/2019	6/19/2020	\$8,640																		
51	Schedule/Budget Tracking	295 days	5/6/2019	6/19/2020	\$5,760																		

Project:MSWD
Date: 4/2/2019

Task		Progress		Summary		Rolled Up Critical Task		Rolled Up Progress		External Tasks		External Milestone	
Critical Task		Milestone		Rolled Up Task		Rolled Up Milestone		Split		Project Summary		Deadline	

EXHIBIT A

Item 10.

Detailed Cost Estimate
Mission Springs Water District
Well 42 Drilling and Construction Oversight
Desert Hot Springs, California

ID	Task Name	Work	Cost	Duration	Start	Finish
1	MISSION SPRINGS WD/Well 42 DRILLING and CONSTRUC	2,369 hrs	\$198,838	296 days	5/6/2019	6/22/2020
2						
3	AUTHORIZATION TO PROCEED	0 hrs	\$0	1 day	5/6/2019	5/6/2019
4						
5	SUPPORT TECH SPECS DEVELOPMENT AND BID RE	30 hrs	\$3,960	60 days	5/6/2019	7/26/2019
6	Support Development of Technical Specifications	24 hrs	\$3,120	10 days	5/6/2019	5/17/2019
	<i>Principal1301</i>	8 hrs	\$1,440		5/6/2019	5/17/2019
	<i>Project Staff1201</i>	16 hrs	\$1,680		5/6/2019	5/17/2019
7	Support Bid Review Process	6 hrs	\$840	5 days	7/22/2019	7/26/2019
	<i>Principal1301</i>	2 hrs	\$360		7/22/2019	7/26/2019
	<i>Project Staff1301</i>	4 hrs	\$480		7/22/2019	7/26/2019
8						
9	PROJECT KICKOFF MEETING	16 hrs	\$2,568	1 day	8/12/2019	8/12/2019
10	Kickoff Meeting	16 hrs	\$2,568	1 day	8/12/2019	8/12/2019
	<i>Principal1301</i>	8 hrs	\$1,440		8/12/2019	8/12/2019
	<i>Project Staff1301</i>	8 hrs	\$960		8/12/2019	8/12/2019
	<i>Mileage (100)</i>	2.5	\$168		8/12/2019	8/12/2019
11						
12	CONDUCTOR CASING DRILLING AND INSTALLATIOI	140 hrs	\$12,140	7 days	9/24/2019	10/2/2019
13	Mobilization/Demobilization	14 hrs	\$1,063	1 day	9/24/2019	9/24/2019
	<i>Project Staff1301</i>	6 hrs	\$720		9/24/2019	9/24/2019
	<i>Field Truck</i>	8 hrs	\$50		9/24/2019	9/24/2019
	<i>Mileage (100)</i>	2.5	\$168		9/24/2019	9/24/2019
	<i>Per Diem</i>	1	\$125		9/24/2019	9/24/2019
14	Drilling Oversight	126 hrs	\$11,077	6 days	9/25/2019	10/2/2019
	<i>Principal1301</i>	6 hrs	\$1,080		9/25/2019	10/2/2019
	<i>Project Staff1301</i>	72 hrs	\$8,640		9/25/2019	10/2/2019
	<i>Field Truck</i>	48 hrs	\$300		9/25/2019	10/1/2019
	<i>Mileage (100)</i>	1	\$67		9/25/2019	10/1/2019
	<i>Per Diem</i>	6	\$750		9/25/2019	10/2/2019
	<i>Supplies (Other)</i>	24	\$240		9/25/2019	10/1/2019
15						
16	PILOT HOLE DRILLING	644 hrs	\$37,587	18 days	10/3/2019	10/28/2019
17	Mobilization/Demobilization	16 hrs	\$1,303	1 day	10/3/2019	10/3/2019
	<i>Project Staff1301</i>	8 hrs	\$960		10/3/2019	10/3/2019
	<i>Field Truck</i>	8 hrs	\$50		10/3/2019	10/3/2019
	<i>Mileage (100)</i>	2.5	\$168		10/3/2019	10/3/2019
	<i>Per Diem</i>	1	\$125		10/3/2019	10/3/2019
18	Pilot Hole Drilling Oversight	556 hrs	\$28,514	15 days	10/4/2019	10/24/2019
	<i>Principal1301</i>	16 hrs	\$2,880		10/4/2019	10/24/2019
	<i>Project Staff1301</i>	180 hrs	\$21,600		10/4/2019	10/24/2019
	<i>Cond/pH/Temp Meter</i>	120 hrs	\$525		10/4/2019	10/24/2019
	<i>Field Truck</i>	120 hrs	\$750		10/4/2019	10/24/2019

EXHIBIT A

Item 10.

Detailed Cost Estimate
Mission Springs Water District
Well 42 Drilling and Construction Oversight
Desert Hot Springs, California

ID	i	Task Name	Work	Cost	Duration	Start	Finish
		Water Level Indicator	120 hrs	\$450		10/4/2019	10/24/2019
		Mileage (100)	2	\$134		10/4/2019	10/24/2019
		Per Diem	15	\$1,875		10/4/2019	10/24/2019
		Supplies (Other)	30	\$300		10/4/2019	10/24/2019
19		Geophysical Logging	50 hrs	\$5,495	1 day	10/25/2019	10/25/2019
		Principal1301	2 hrs	\$360		10/25/2019	10/25/2019
		Project Staff1301	8 hrs	\$960		10/25/2019	10/25/2019
		Field Truck	8 hrs	\$50		10/25/2019	10/25/2019
		Per Diem	1	\$125		10/25/2019	10/25/2019
		Geophysical Logging Sub	32 hrs	\$4,000		10/25/2019	10/25/2019
20		Temperature Logging	22 hrs	\$2,275	1 day	10/28/2019	10/28/2019
		Principal1301	2 hrs	\$360		10/28/2019	10/28/2019
		Project Staff1301	12 hrs	\$1,440		10/28/2019	10/28/2019
		Field Truck	8 hrs	\$50		10/28/2019	10/28/2019
		Thermal Logging Unit	2	\$300		10/28/2019	10/28/2019
		Per Diem	1	\$125		10/28/2019	10/28/2019
21							
22		AQUIFER ZONE TESTING	205 hrs	\$22,770	11 days	11/12/2019	11/26/2019
23		Data Review and Testing Recommendations	8 hrs	\$1,200	5 days	11/12/2019	11/18/2019
		Principal1301	4 hrs	\$720		11/12/2019	11/18/2019
		Project Staff1301	4 hrs	\$480		11/12/2019	11/18/2019
24		Mobilization/Demobilization	16 hrs	\$1,303	1 day	11/19/2019	11/19/2019
		Project Staff1301	8 hrs	\$960		11/19/2019	11/19/2019
		Field Truck	8 hrs	\$50		11/19/2019	11/19/2019
		Mileage (100)	2.5	\$168		11/19/2019	11/19/2019
		Per Diem	1	\$125		11/19/2019	11/19/2019
25		Aquifer Zone Testing	181 hrs	\$20,267	5 days	11/20/2019	11/26/2019
		Principal1301	8 hrs	\$1,440		11/20/2019	11/26/2019
		Project Staff1301	48 hrs	\$5,760		11/20/2019	11/26/2019
		Cond/pH/Temp Meter	40 hrs	\$175		11/20/2019	11/26/2019
		Field Truck	40 hrs	\$250		11/20/2019	11/26/2019
		Water Level Indicator	40 hrs	\$150		11/20/2019	11/26/2019
		Mileage (100)	1	\$67		11/20/2019	11/26/2019
		Per Diem	5	\$625		11/20/2019	11/26/2019
		Rental Equip	5 hrs	\$5,000		11/20/2019	11/26/2019
		General Mineral	4	\$2,000		11/20/2019	11/26/2019
		Radionuclides Suite	4	\$4,800		11/20/2019	11/26/2019
26							
27		WELL DESIGN	42 hrs	\$6,070	15 days	11/27/2019	12/17/2019
28		Prepare Well Design	42 hrs	\$6,070	15 days	11/27/2019	12/17/2019
		Principal1301	8 hrs	\$1,440		11/27/2019	12/17/2019
		Project Staff1301	24 hrs	\$2,880		11/27/2019	12/17/2019
		Geotechnical Tests Sub	10 hrs	\$1,750		11/27/2019	12/17/2019

EXHIBIT A

Item 10.

Detailed Cost Estimate
Mission Springs Water District
Well 42 Drilling and Construction Oversight
Desert Hot Springs, California

ID	Task Name	Work	Cost	Duration	Start	Finish
29						
30	PRODUCTION WELL DRILLING AND CONSTRUCTION	596 hrs	\$42,359	22 days	1/1/2020	1/30/2020
31	Mobilization/Demobilization	16 hrs	\$1,303	1 day	1/1/2020	1/1/2020
	<i>Project Staff1301</i>	8 hrs	\$960		1/1/2020	1/1/2020
	<i>Field Truck</i>	8 hrs	\$50		1/1/2020	1/1/2020
	<i>Mileage (100)</i>	2.5	\$168		1/1/2020	1/1/2020
	<i>Per Diem</i>	1	\$125		1/1/2020	1/1/2020
32	Pilot Hole Reaming Oversight	472 hrs	\$31,274	16 days	1/2/2020	1/23/2020
	<i>Principal1301</i>	24 hrs	\$4,320		1/2/2020	1/23/2020
	<i>Project Staff1301</i>	192 hrs	\$23,040		1/2/2020	1/23/2020
	<i>Field Truck</i>	128 hrs	\$800		1/2/2020	1/23/2020
	<i>Water Level Indicator</i>	128 hrs	\$480		1/2/2020	1/23/2020
	<i>Mileage (100)</i>	2	\$134		1/2/2020	1/23/2020
	<i>Per Diem</i>	16	\$2,000		1/2/2020	1/23/2020
	<i>Supplies (Other)</i>	50	\$500		1/2/2020	1/23/2020
33	Well Construction Oversight	108 hrs	\$9,782	5 days	1/24/2020	1/30/2020
	<i>Principal1301</i>	8 hrs	\$1,440		1/24/2020	1/30/2020
	<i>Project Staff1301</i>	60 hrs	\$7,200		1/24/2020	1/30/2020
	<i>Field Truck</i>	40 hrs	\$250		1/24/2020	1/30/2020
	<i>Mileage (100)</i>	1	\$67		1/24/2020	1/30/2020
	<i>Per Diem</i>	5	\$625		1/24/2020	1/30/2020
	<i>Supplies (Other)</i>	20	\$200		1/24/2020	1/30/2020
34						
35	WELL DEVELOPMENT	321 hrs	\$19,785	12 days	2/7/2020	2/24/2020
36	Mobilization/Demobilization	16 hrs	\$1,303	1 day	2/7/2020	2/7/2020
	<i>Project Staff1301</i>	8 hrs	\$960		2/7/2020	2/7/2020
	<i>Field Truck</i>	8 hrs	\$50		2/7/2020	2/7/2020
	<i>Mileage (100)</i>	2.5	\$168		2/7/2020	2/7/2020
	<i>Per Diem</i>	1	\$125		2/7/2020	2/7/2020
37	Well Development Program Oversight	305 hrs	\$18,482	11 days	2/10/2020	2/24/2020
	<i>Principal1301</i>	8 hrs	\$1,440		2/10/2020	2/24/2020
	<i>Project Staff1301</i>	121 hrs	\$14,520		2/10/2020	2/24/2020
	<i>Field Truck</i>	88 hrs	\$550		2/10/2020	2/24/2020
	<i>Water Level Indicator</i>	88 hrs	\$330		2/10/2020	2/24/2020
	<i>Mileage (100)</i>	1	\$67		2/10/2020	2/24/2020
	<i>Per Diem</i>	11	\$1,375		2/10/2020	2/24/2020
	<i>Supplies (Other)</i>	20	\$200		2/10/2020	2/24/2020
38						
39	PRODUCTION WELL TESTING	209 hrs	\$27,237	225 days	5/6/2019	3/13/2020
40	Mobilization/Demobilization	16 hrs	\$1,303	1 day	5/6/2019	5/6/2019
	<i>Project Staff1301</i>	8 hrs	\$960		5/6/2019	5/6/2019
	<i>Field Truck</i>	8 hrs	\$50		5/6/2019	5/6/2019
	<i>Mileage (100)</i>	2.5	\$168		5/6/2019	5/6/2019

EXHIBIT A

Item 10.

Detailed Cost Estimate
Mission Springs Water District
Well 42 Drilling and Construction Oversight
Desert Hot Springs, California

ID	i	Task Name	Work	Cost	Duration	Start	Finish
		<i>Per Diem</i>	1	\$125		5/6/2019	5/6/2019
41		Production Testing Program	193 hrs	\$25,935	9 days	3/3/2020	3/13/2020
		<i>Principal1301</i>	16 hrs	\$2,880		3/3/2020	3/9/2020
		<i>Project Staff1301</i>	84 hrs	\$10,080		3/3/2020	3/13/2020
		<i>Field Truck</i>	40 hrs	\$250		3/3/2020	3/9/2020
		<i>Water Level Indicator</i>	46 hrs	\$173		3/3/2020	3/10/2020
		<i>Mileage (100)</i>	1	\$67		3/3/2020	3/9/2020
		<i>Per Diem</i>	7	\$875		3/3/2020	3/13/2020
		<i>Rental Equip</i>	7 hrs	\$7,000		3/3/2020	3/13/2020
		<i>Supplies (Other)</i>	1	\$10		3/3/2020	3/9/2020
		<i>Title 22 Drinking Water Analysis</i>	1	\$4,600		3/3/2020	3/9/2020
42							
43		WELL COMPLETION REPORT	86 hrs	\$9,965	61 days	3/30/2020	6/22/2020
44		Prepare Draft Report	68 hrs	\$7,520	30 days	3/30/2020	5/8/2020
		<i>Principal1301</i>	4 hrs	\$720		3/30/2020	5/8/2020
		<i>Project Staff1301</i>	40 hrs	\$4,800		3/30/2020	5/8/2020
		<i>Drafter1301</i>	16 hrs	\$1,440		3/30/2020	5/8/2020
		<i>Word Processor1301</i>	8 hrs	\$560		3/30/2020	5/8/2020
45		Client Review	2 hrs	\$360	15 days	5/11/2020	5/29/2020
		<i>Principal1301</i>	2 hrs	\$360		5/11/2020	5/29/2020
46		Prepare Final Report	14 hrs	\$1,920	15 days	6/1/2020	6/19/2020
		<i>Principal1301</i>	2 hrs	\$360		6/1/2020	6/19/2020
		<i>Senior Project Staff1301</i>	8 hrs	\$1,200		6/1/2020	6/19/2020
		<i>Drafter1301</i>	4 hrs	\$360		6/1/2020	6/19/2020
47		Submit Final Report to MSWD	2 hrs	\$165	1 day	6/22/2020	6/22/2020
		<i>Word Processor1301</i>	2 hrs	\$140		6/22/2020	6/22/2020
		<i>Postage</i>	25	\$25		6/22/2020	6/22/2020
48							
49		PROJECT MANAGEMENT	80 hrs	\$14,400	295 days	5/6/2019	6/19/2020
50		Project Coordination	48 hrs	\$8,640	295 days	5/6/2019	6/19/2020
		<i>Principal1301</i>	48 hrs	\$8,640		5/6/2019	6/19/2020
51		Schedule/Budget Tracking	32 hrs	\$5,760	295 days	5/6/2019	6/19/2020
		<i>Principal1301</i>	32 hrs	\$5,760		5/6/2019	6/19/2020

FEE SCHEDULE

The following are the hourly rates for professional services, which may be revised from time to time. Each professional staff category includes scientists and engineers:

STAFF CATEGORY	HOURLY RATE
Clerical/Word Processor	\$70
Technician	80
Drafter/GIS Tech	90
Associate Project Staff	100
Project Staff	120
Senior Project Staff	150
Principal	180
Senior Consultant	250

INVOICING & PAYMENT: Invoices for services provided by *EnviroLogic Resources* consist of: 1) professional services fees; 2) reimbursable materials, equipment, communication, and travel expenses; 3) subcontractor costs; and 4) sales or gross receipt taxes, as applicable. Progress invoices will be issued monthly and payment is due upon receipt. Invoices for subcontractor charges are payable upon presentation. A finance charge of 1.5% per month will be assessed on past-due account balances.

REIMBURSABLE PROJECT MATERIALS, EQUIPMENT, COMMUNICATION, AND TRAVEL EXPENSES: All outsourced project-related expenses, materials, field supplies, and equipment charges; long-distance telephone, facsimile, photocopying, blueprints, express and regular shipping, and postage; rental vehicles, meals, travel, and lodging; premiums for insurance and bonds required by the client in addition to normal coverage; project-required permits and licenses; and similar reimbursable expenses will be invoiced at cost plus 15%. Personal vehicles will be charged at government reimbursement rates plus 15%.

SUBCONTRACTS: Subcontractor (drillers, analytical laboratories, surveyors, etc.) charges will be invoiced at cost plus 15%.

LEGAL PROCEEDINGS: A surcharge of 50% will be added to the professional services hourly rates for actual sequestered preparation time and for actual time spent in depositions, public testimony, court, and/or hearings.

COMPANY-OWNED EQUIPMENT AND MATERIALS: *EnviroLogic Resources*-owned equipment, vehicles, and materials will be invoiced at fixed unit rates. Black/white copies will be charged at \$0.10 each and color copies/prints at \$0.25 each. A summary of these rates will be provided upon request.

Term, Early Termination & Notice**Technical Support and Oversight of the Well 42 Design and Construction Project****A. Term of Agreement**

This professional services agreement shall be effective upon approval by the parties thereof and shall expire one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and EnviroLogic Resources, Inc. for the Technical Support and Oversight of the Well 42 Design and Construction Project

B. Early Termination of Agreement

This agreement may be terminated at any time upon two (2) week Notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and EnviroLogic Resources, Inc.

OWNER

Attn: Luiz Santos
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT

Attn: Thomas J. Calabrese
EnviroLogic Resources, inc.
2201 East Willow St., Ste. D #142
Signal Hill, CA 90755



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
07/19/

Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Svcs 61 Plaza Square St. Helens, OR 97051 Ron Schlumpberger	503-397-0714	CONTACT NAME: Joe Schultz PHONE (A/C, No, Ext): 503-397-0714 E-MAIL ADDRESS:	FAX (A/C, No): 503-397-0674
INSURED EnviroLogic Resources, Inc. PO Box 80762 Portland, OR 97280-0762		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Co NAIC # 24856 INSURER B: SAIF Corp NAIC # 36196 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	FEI-ECC-14892-06	05/05/2019	05/05/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FEI-ECC-14892-06	05/05/2019	05/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	906053	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liab			FEI-ECC-14892-06	05/05/2019	05/05/2020	Each Claim \$ 2,000,000
A	Professional Liab			FEI-ECC-14892-06	05/05/2019	05/05/2020	Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mission Springs Water District, its directors, officers, employees and authorized volunteers re: Technical Support & Oversight of the Well 42 Design & Construction Project See attached endorsements ECC-319-0712, ECC-548-0317, ECC-320-0712 & CG2037 0704

CERTIFICATE HOLDER	CANCELLATION
MISSION Mission Springs Water District see above for full name 66575 Second Street Desert Hot Springs, CA 92240	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



Envirologic Resources, Inc.
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Envirologic Resources, Inc.
Endorsement Number: 23

**Additional Insured – Owners, Lessees or Contractors –
Completed Operations**

This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Envirologic Resources, Inc.
Endorsement Number: 16

**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Envirologic Resources, Inc.
Endorsement Number: 6

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 5/5/2018 attaches to and forms a part of Policy Number FEI-ECC-14892-05. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **Rollapart Buildings, Inc.
Rasmussen Construction Co.
2815 Cushman Road
Fallon, Nevada 89406**

DATE: September 22, 2021

PROJECT DIR#: 344411

SECOND AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and Rollapart Buildings, Inc., parties to an agreement for **Well 42 Building Design and Construction Project** (the "Agreement"), dated October 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

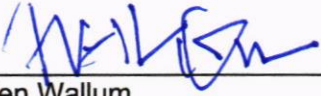
The Amendment will amend the Agreement adding One Hundred Sixty-five (165) Days to the Amended contract date. Contract completion will be March 31, 2022.
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By:


Arden Wallum

Title

General Manager

Other authorized representative(s):

Brian Macy

Assistant General Manager

Luiz Santos

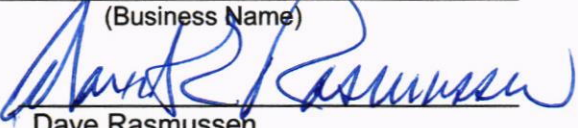
Associate Engineer

Consultant:

Rollapart Buildings, Inc.

(Business Name)

By:


Dave Rasmussen

Title

President

Other authorized representative(s):

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **Rollapart Buildings, Inc.
Rasmussen Construction Co.
2815 Cushman Road
Fallon, Nevada 89406**

DATE: September 10, 2020
PROJECT DIR#: 344411

FIRST AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and Rollapart Buildings, Inc., parties to an agreement for **Well 42 Building Design and Construction Project** (the "Agreement"), dated October 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

The Amendment will amend the Agreement adding twelve (12) months to the contract.

3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By:

Danny Friend

Director of Engineering and
Operations

Other authorized representative(s):

Luiz Santos
Associate Engineer

Arden Wallum
General Manager

Consultant:

Rollapart Buildings, Inc.
(Business Name)

By:

Dave Rasmussen

Title President

Other authorized representative(s):

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

**TO: Rollapart Buildings, Inc.
Rasmussen Construction Co.
2815 Cushman Road
Fallon, Nevada 89406**

DATE: March 10, 2022
PROJECT DIR#: 344411

THIRD AMENDMENT TO CONTRACT AGREEMENT

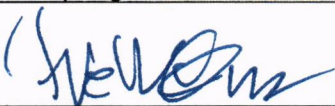
1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and Rollapart Buildings, Inc., parties to an agreement for **Well 42 Building Design and Construction Project** (the "Agreement"), dated October 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

The Amendment will amend the Agreement adding Five (5) months to the Amended contract date. Contract completion will be August 31, 2022.
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: 
Arden Wallum

Title General Manager

Other authorized representative(s):

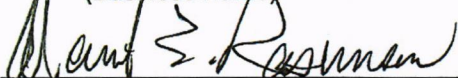
Brian Macy
Assistant General Manager

Eric Weck
Engineering Manager

Consultant:

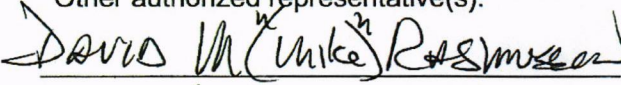
Rollapart Buildings, Inc.

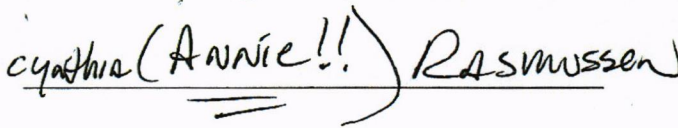
(Business Name)

By: 
Dave Rasmussen

Title President

Other authorized representative(s):





**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

Item 10.

**TO: RollApart Buildings, Inc.
Rasmussen Construction Co.
2815 Cushman Road
Fallon, Nevada 89406**

DATE: February 20, 2024
PROJECT DIR#: 344411

FIFTH AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and RollApart Buildings, Inc., parties to an agreement for **Well 42 Building Design and Construction Project** (the "Agreement"), dated October 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the contract not to exceed budget from \$179,138.00 to \$198,743.00 (\$19,605.00 increase) and extend the term to ninety (90) days following the completion of Project construction.
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

By: Brian Macy

Title General Manager

Other authorized representative(s):
Eric Weck
Engineering Manager

Consultant:
RollApart Buildings, Inc.
(Business Name)

By: Dave Rasmussen
Dave Rasmussen

Title President

Other authorized representative(s):
DAVID (MIKE) RASMUSSEN
JOB SUPERVISOR

CYNTHIA RASMUSSEN
OFFICE MANAGER

Rollapart Buildings, Inc.
David E. Rasmussen
2815 Cushman Road
Fallon, Nevada 89406
775-741-2826 Fax: 775-867-5542
CA. License # 300518
FEIN 30-0210418

INVOICE # 1020230

Mission Springs Water District
66575 Second Street
Desert Hot Springs, Calif. 92240

October 10, 2023

ATTN: Steve Ledbetter

RE: MSWD Well # 42 costs for project delay

Pre-position dedicated crew trailer per schedule (Mobilization thereof)	\$ 1,600.00
Other misc. pre-position items/trucks; Travel to jobsite and return to yard	N/C
1.2 crew days x 3 men; load material trailers, stock trucks, and park	
Ready to convoy to MSWD 42	N/C
3 hours x 3 men; unload trucks and restock at yard	N/C
Rent reimbursement: 6 months crew trailer space at Palm Springs	
K.O.A. (7/25/2021 to 12/23/2021) @ \$825.00 per month (Actual costs)	\$ 4,950.00
Rent credit (1/23/2022)	(\$ 55.00)
6 months trailer payment (not available to be used elsewhere)	N/C
Return trip to Palm Springs and back to return crew trailer to yard,	
For usage on other projects (De-mobilization)	\$ 1,600.00
19 months (from scheduled onsite through February 2023) Flatbed	
Trailer rental, inside storage, and moving loaded trailer out and back into	
Fabrication shop daily as necessary (19 months @ \$600.00)	\$ 11,400.00
8 months (through October 2023); same as above less the daily moving	
(8 months @ \$400.00)	\$ 3,200.00
Prior to above, storage and handling of building kit at manufacture yard	
prior to scheduled onsite (i.e. delay after fabrication and prior to above	N/C
Total due this invoice	<u>\$19,605.00</u>

Total now due and payable \$ 19,605.00

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: **RollApart Buildings, Inc.
Rasmussen Construction Co.
2815 Cushman Road
Fallon, Nevada 89406**

DATE: September 13, 2022

PROJECT DIR#: 344411

FOURTH AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and RollApart Buildings, Inc., parties to an agreement for **Well 42 Building Design and Construction Project** (the "Agreement"), dated October 18, 2019.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will amend the Contract Agreement adding Eight (8) months to the contract date. Contract will expire April 30, 2023.
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By: 
Arden Wallum

Title General Manager

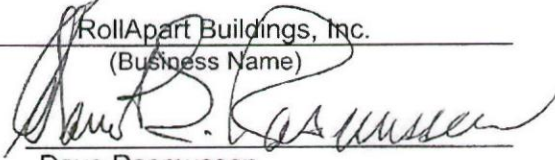
Other authorized representative(s):

Brian Macy
Assistant General Manager

Eric Weck
Engineering Manager

Consultant:

RollApart Buildings, Inc.
(Business Name)

By: 
Dave Rasmussen

Title President

Other authorized representative(s):

**Agreement for Construction
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

**TO: Rollapart Buildings, Inc.
Rasmussen Construction Co.
2815 Cushman Road
Fallon, Nevada 89406**

DATE: 10-18-19
PROJECT (DIR#): 1000024164
DIR# 344411

PROJECT: Well 42 Building Design and Construction

The undersigned Contractor offers to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Work/Proposal provided by ROLLAPART BUILDINGS, INC., and per Exhibit B – Term, Early Termination & Notice

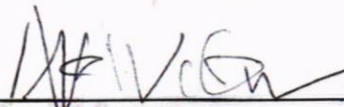
Contract price \$: Not to Exceed \$179,138.00


Term: Effective as of the Agreement DATE above. All work must be completed within three hundred and sixty-five (365) consecutive calendar days from issuance of the Notice to Proceed

Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
Rollapart Buildings, Inc.
(Business Name)

By: 
Arden Wallum

By: 
Dave Rasmussen

Title General Manager

Title PRESIDENT

Other authorized representative(s):

Other authorized representative(s):

Danny Friend
Director of Engineering & Operations

Contractor or supplier (Contractor) agrees with the Mission Springs Water District (MSWD) that:

- a) **Indemnification:** To the fullest extent permitted by law, Contractor will immediately defend, indemnify and hold harmless MSWD, its directors, officers, employees, or authorized volunteers (collectively the District) from all claims and demands of all persons arising out of or in connection with this Contract or the performance of the work or the furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of MSWD, its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the MSWD's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against MSWD, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established; Contractor's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by MSWD, or its directors, officers, employees, or authorized volunteers.
- b) Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."
- c) Payment, unless otherwise specified on Page 1, is to be (30) thirty days after acceptance and approval by the Mission Springs Water District of Contractor's invoice.
- d) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor shall comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.
- e) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the Mission Springs Water District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

INSURANCE REQUIREMENTS

Workers' compensation Coverage: By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance before beginning any work:

Contractor or supplier (Contractor) agrees with MSWD that:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to MSWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the MSWD (if agreed to in a written contract or agreement) before the Mission Springs Water District's own primary or self-Insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MSWD, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the 20 10 04 13 (or earlier edition date) specifically naming all of the MSWD parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to MSWD, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects MSWD, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the MSWD, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MSWD, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the MSWD.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to MSWD.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by MSWD. At the option of MSWD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by MSWD.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with MSWD a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. **Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above.** The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this agreement for a period of not less than 10 years following the termination or completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MSWD at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute a material breach of contract.

The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for (1) the full extent of the Insurance or self-insurance coverages and limits carried by or available to the Contractor, or (2) the minimum Insurance coverage and amounts shown in this agreement; whichever is greater. District reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the MSWD authorized representative(s) in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the MSWD authorized representative(s), the Contractor shall bear all costs arising there from.

Safety - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety, health and sanitation of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the MSWD and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the MSWD specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the MSWD prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders.

Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the MSWD before work begins.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

This work is subject to the State of California "Prevailing Wage Rates". This work 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 (DIR) 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.

Pursuant to SB 854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded 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 electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement's online portal

EXHIBIT A

**Rollapart Buildings, Inc.
Rasmussen Construction Co.
2815 Cushman Road
Fallon, Nevada 89406
775-741-2826 Fax: 775-867-5542
CA Lic. # A300518**

Budget Estimate Submitted to:

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

Date

July 5, 2019

Job site:

MSWD well 42

We hereby submit estimates to:

Provide all necessary materials, labor, tools, supervision and equipment to perform the following:

Provide and install one (1) RollApart building shell 16' wide x 32' long x 10' eave height consisting of a fixed section (16' x 21') and a movable section (16' x 11') with a 2' 0" eave and gable extension complete with pre-finished siding, pre-finished roofing, insulation, trim, standard factory paint on structural steel, standard weather stripping and exterior chemical enclosure as specified below.

Building shall include (3) 3' 0" x 7' 0" standard personnel doors with closers as well as framed openings for (2) exhaust fans and (3) intake louvers.

Siding shall consist of 3" thick sandwich type panels with a 26 ga. metal factory pre-finished (white) interior and a 24 ga. stucco appearing factory pre-finished exterior (color to be determined).

Roofing (color to be determined) shall consist of Spanish tile appearing metal roofing over 2" rigid foam with a finished white facing to the interior of the building.

Chemical chlorine enclosure shall be freestanding self-supporting 8' 0" wide x 8' 0" with a 3' 0" x 7' 0" door in the front and same siding and roofing as RollApart building. Interior surfaces of chemical storage locker shall be coated with a minimum 3.0 mil epoxy paint similar to Tnemec L69.

One move-in, move-out mobilization is included. Building fabrication, shipping, freight to job site and all applicable taxes are also included.

Estimate is predicated on one move-in move out period with uninterrupted work sequence. Estimate is also based on prevailing wage labor, non-union personnel. Scope and price are based on RollApart's standard insurances and safety policies and programs.

Any other trade work, and trade work not specific to tasks aforementioned, including but not limited to electrical, concrete, HVAC, interior framing, door lock protectors/ pull plates, locks, cyber locks, all glass and glazing, subframing, tank supports, etc. is excluded. Inspections, permits and associated fees are the responsibility of others. All materials shall be provided by our stock suppliers unless otherwise specified above.

California Only:

NOTICE TO OWNER: 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 of the board whose address is: Contractors' State License Board, 3132 Bradshaw Rd., Sacramento, Ca. 95827

We Propose hereby to furnish materials, supervision, labor materials and tools-complete in accordance with above specifications for the sum of: **One Hundred Seventy-Nine Thousand One Hundred Thirty-Eight Dollars and Zero Cents (\$179,138.00)**

Payment to be made as follows: 20% down (\$35,827.60), 42% (\$75,237.96) upon release for fabrication, Balance (\$68,072.44) (freight and onsite installation) payable in regular progress draws.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: ___Dave Rasmussen___

Accepted Signature: _____

Note: Personnel door located in North Endwall (movable section) will have a 1" step at threshold to enable ability to roll.

Term, Early Termination & Notice

Well 42 Building Design and Construction

A. Term of Agreement

This construction agreement shall be effective upon approval by the parties thereof and shall expire one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and Rollapart Buildings, Inc. for the Well 42 Building Design and Construction.

B. Early Termination of Agreement

This agreement may be terminated at any time upon two (2) week Notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Rollapart Buildings, Inc.

OWNER

Attn: Danny Friend
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONTRACTOR

Attn: Dave Rasmussen
Rollapart Buildings, Inc.
2815 Cushman Road
Fallon, Nevada 89406



Mt. Hawley Insurance Company
 9025 North Lindbergh Drive, Peoria, IL 61615
 Phone: (309) 692-1000

Item 10.

**COMMERCIAL GENERAL LIABILITY POLICY
 DECLARATIONS**

Renewal of **MGL0188304**

Policy No. **MGL0189067**

Named Insured and Mailing Address:

Rollapart Buildings, Inc.
David E Rasmussen
dba: David Rasmussen Construction
2815 Cushman Road
Fallon, NV 89406

Producer: **32517**

CRC Insurance Services, Inc.
1551 N Tustin Avenue
Suite 450
Santa Ana, CA 92705

Policy Period: From **11/05/2018** to **11/05/2019** at 12:01 A.M. Standard Time at your mailing address shown above.
 In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE				
General Aggregate Limit (Other Than Products – Completed Operations)	\$		2,000,000	
Products – Completed Operations Aggregate Limit	\$		2,000,000	
Personal and Advertising Injury Limit	\$		1,000,000	
Each Occurrence Limit	\$		1,000,000	
Damage To Premises Rented To You Limit	\$		50,000	
Medical Expense Limit	\$		5,000	Any One Person
DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES				
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Company				
<input checked="" type="checkbox"/> Organization (Other than Partnership, Joint Venture, or Limited Liability Company)				
Business Description: Metal Building Construction				
Location of All Premises You Own, Rent or Occupy: Same as above				
PREMIUM				
Classification	Code No.	Premium Basis	Rate	Advance Premium
Metal Building Construction	91596	\$1,000,000 Per \$1000 Gross Revenue	\$7.70	\$7,700
Minimum Premium: \$1,925				
Minimum Audit Premium: \$7,700				
Total Advance Premium \$ 7,700 (Payable at inception)				
FORMS AND ENDORSEMENTS				
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: See Schedule of Endorsements				

Countersigned:

By 
 Authorized Representative

THESE ENDORSEMENTS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL COVERAGE SCHEDULE OF ENDORSEMENTS

The following is a listing of endorsements by Form Number and Title that form a part of the policy at issue:

CG-0001(04/13)	CGL Coverage Form (Occurrence)
IL-0021(07/02)	Nuclear Energy Liability Exclusion Endorsement
IL-0017(11/98)	Common Policy Conditions
CG-2010(04/13)	Additional Insured - Owners, Lessees or Contractors
CG-2037(04/13)	Additional Insured - Owners, Lessees or Contractors
CG-2154(01/96)	Wrap-up Exclusion
CG-2404(05/09)	Waiver of Transfer of Rights of Recovery Against Others
CG-2503(05/09)	Per Project General Aggregate
CGL-397(02/13)	State-Specific Construction Exclusion
CG-2001(04/13)	Primary And Noncontributory - Other Insurance Condition
CG-2107(05/14)	Exclusion - Access Or Disclosure Of Confidential Or Personal Information
CG-2147(12/07)	Exclusion - Employment Related Practices
CG-2279(04/13)	Exclusion - Professional Liability
CGL-102A(08/16)	Contractors - Conditions of Coverage
CGL-212(08/09)	Absolute Exclusion - Asbestos
CGL-213(08/09)	Absolute Exclusion - Lead
CGL-228(03/05)	Conditional Exclusion - Roofing Operations
CGL-2426(10/16)	Amendment Of Insured Contract Definition
CGL-333(02/08)	Amendment of Other Insurance - Excess Provision
CGL-335(03/10)	Absolute Exclusion - Pollution
CGL-350(08/09)	Breach of Contract Exclusion
CGL-351(02/09)C	Premium Computation Endorsement
CGL-352(12/12)	Exclusion - Residential Developments & Condominiums
CGL-356(05/00)	EIFS Exclusion
CGL-358(08/09)	Discrimination Exclusion
CGL-365(10/15)	Mold, Mildew, Fungus or Bacteria Exclusion
CGL-366(03/18)	Continuous Or Progressive Injury And Damage Exclusion
CGL-372(10/03)	Absolute Silica Exclusion
CGL-377(01/07)	Cross Liability Exclusion (Named Insured)
CGL-482(04/17)	Related Entity Endorsement
RIL-099(07/16)	Service of Suit Endorsement
RIL-2126CBA(01/15)	Exclusion - Terrorism
ILF-0001C(04/16)	Signature Page

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations:
Mission Springs Water District	RE: Installation of new rollapart building for Well 42 of the Mission Springs Water District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal or advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	
All projects.	
General Aggregate Capped At:	\$5,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>All persons or organizations where required by written contract.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CERTIFICATE of COVERAGE
Workers' Compensation
Builders Assoc. of Western Nevada Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+ 14
NAIC #15105

575 S. Saliman Road
 Carson City, NV 89701-5000
 Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY	
David E Rasmussen dba Rollapart Buildings Inc	Policy No : BAWN10573-2019-01
2815 Cushman Drive Fallon, NV 89406	

Dates of Coverage: 12:01 AM on 01/01/2019 to 12:01 AM on 01/01/2020


This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Builders Assoc. of Western Nevada Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5012 to the Builders Assoc. of Western Nevada Self Insured Group effective Thursday, April 15, 1999.

CERTIFICATE HOLDER: Mission Springs Water District 66575 Second Street Desert Hot Springs, CA 92240	JOB DESCRIPTIONS: All Nevada Jobs and all Nevada based employees working on California job sites.
---	---

LIMITS OF LIABILITY:	WORKERS COMPENSATION	STATUTORY
OPERATIONS COVERED :	NEVADA	
EXCESS WORKERS COMP INSURANCE :	Safety National Casualty	
EMPLOYER'S LIABILITY LIMIT :	\$1,000,000/\$1,000,000/\$1,000,000	

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Builders Assoc. of Western Nevada Self Insured Group and the Safety National Casualty Corporation will endeavor to mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Builders Assoc. of Western Nevada Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Builders Assoc. of Western Nevada Self Insured Group or the Safety National Casualty Corporation.

Dated At
Carson City,

Nevada : September 13, 2019 By: 

Title: Underwriter

**Builders Assoc. of Western Nevada Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+ 14
NAIC #15105**

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

September 13, 2019

Insured: David E Rasmussen dba Rollapart Buildings Inc
Member No: BAWN10573
Policy No: BAWN10573-2019-01

CERTIFICATE HOLDER:

Mission Springs Water District

66575 Second Street

Desert Hot Springs, CA 92240

Effective: 12:01 AM on 01/01/2019 to 12:01 AM on 01/01/2020

This policy is changed to provide:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

We have the right to recover from anyone liable for loss, all payments, which we have made to the Insured. We agree to allow the Insured to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to waive his rights of subrogation and the contract was executed before the loss.



Elaine Agnason

Underwriter

Mission Springs Water District
Construction Management and Inspection Services for
Well 42 Construction Project
Desert Hot Springs, California

Consulting Engineering Fee Breakdown for Continuation of Services through Construction Completion

Task No.	Task	Construction Manager		Assistant Construction Manager		Associate Engineer		Assistant Engineer		Clerical		Inspector		Survey Crew		Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
1	Preconstruction Services															
1.1	Project Coordination		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1.2	Material Submittal Review		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1.3	Preconstruction Conference		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2	Construction Services															
2.1	Construction Administration ^{2.)}	36	\$ 5,220	60	\$ 7,500	72	\$ 8,280	24	\$ 2,520	18	\$ 1,260		\$ -		\$ -	\$ 24,780
2.2	Construction Surveying		\$ -	4	\$ 500	8	\$ 920		\$ -	4	\$ 280		\$ -	16	\$ 3,520	\$ 5,220
2.3	Construction Inspection ^{3.)}		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
3	Post Construction		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal:	36	\$ 5,220	64	\$ 8,000	80	\$ 9,200	24	\$ 2,520	22	\$ 1,540	0	\$ -	16	\$ 3,520	\$ 30,000

Rates:

Construction Manager	\$ 145 /HR
Assistant Construction Manager	\$ 125 /HR
Associate Engineer	\$ 115 /HR
Assistant Engineer	\$ 105 /HR
Clerical	\$ 70 /HR
Construction Inspector	\$ 100 /HR
2-Man Survey Crew	\$ 220 /HR

Notes:

1.) Assumes 120 Working Days to Completion.

Project Total: \$ 30,000

TKE Engineering, Inc.

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

DATE: November 18, 2022

SECOND AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and TKE Engineering, Inc., parties to an agreement for **Well 42 Project Construction Management and Inspection Services** (the "Agreement"), dated November 18, 2020.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

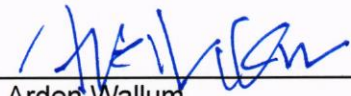
This Amendment will increase the contract term to ninety (90) days following the completion of the Project construction.

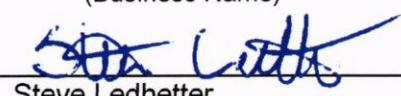
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
TKE Engineering, Inc.
(Business Name)

By: 
Arden Wallum

By: 
Steve Ledbetter

Title General Manager

Title Vice President

Other authorized representative(s):
Brian Macy
Assistant General Manager
Eric Weck
Engineering Manager

Other authorized representative(s):
Michael Thornton
President
Terry Renner
Senior Vice President

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

DATE: November 18, 2021

FIRST AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and TKE Engineering, Inc., parties to an agreement for **Well 42 Project Construction Management and Inspection Services** (the "Agreement"), dated November 18, 2020.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the contract term, adding twelve (12) months, amending the contract completion date to November 18, 2022.

3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:

Mission Springs Water District

By:



Arden Wallum

Title

General Manager

Other authorized representative(s):

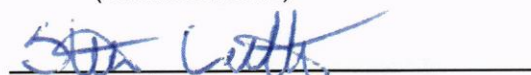
Brian Macy
Assistant General Manager

Eric Weck
Engineering Manager

Consultant:

TKE Engineering, Inc.
(Business Name)

By:



Steve Ledbetter

Title

Vice President

Other authorized representative(s):

Michael Thornton
President

Terry Renner
Senior Vice President

**AMENDMENT TO
Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

TO: TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

DATE: _____

THIRD AMENDMENT TO CONTRACT AGREEMENT

1. This amendment (the "Amendment") is hereby made by Mission Springs Water District and TKE Engineering, Inc., parties to an agreement for **Well 42 Project Construction Management and Inspection Services** (the "Agreement"), dated November 18, 2020.
2. In exchange for the promises herein and other good and valuable consideration, the sufficiency of which both parties acknowledged, it is mutually agreed by and between the undersigned contracting parties that the Agreement is amended as follows:

This Amendment will increase the contract not to exceed budget from \$178,300.00 to \$208,300.00 (\$30,000 increase).
3. Except as set forth in this Amendment, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement the terms of this amendment will prevail.

Instructions: Sign and return originals. Upon acceptance a copy will be signed by its authorized representative and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
TKE Engineering, Inc.
(Business Name)

By: _____
Brian Macy

By: 
Steve Ledbetter

Title General Manager

Title Vice President

Other authorized representative(s):
Eric Weck
Engineering Manager

Other authorized representative(s):
Michael Thornton
President

Terry Renner
Senior Vice President



T K E E N G I N E E R I N G , I N C .

December 1, 2023

Mr. Eric Weck, P.E.
 Engineering Manager
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240

Subject: Well 42 Project Construction Management and Inspection Services
 Budget Increase Request

Dear Mr. Weck:

TKE Engineering, Inc. (TKE) is providing construction management and inspection services to the District for the Well 42 Project. Following the completion of well drilling and development in late 2021, the District desired to modify the proposed pump from 600 HP to 400 HP and construction was put on-hold at that time. At this time, MSWD directed TKE to continue providing construction support services for the Well 42 project even though it was for services not covered by our original scope.

In early 2022, the District elected to convert the well from oil lubricated to water lubricated. Following field testing and additional consideration by MSWD staff through August 2022, TKE was directed to move forward with coordinating the requested changes for a water lubricated 400 HP pump. These changes required TKE to coordinate revisions to the plans and specification by AECOM, additional review and coordination with MSWD and the contractor (Layne Christian Company), and additional coordination, review, and approval of revised submittals for the pumping and electrical equipment. As of November 2023, all changes to the contract documents have been completed and the well pump, motor, and electrical system submittals have been revised and approved for construction.

Through October 2021 and November 2023, TKE had expended approximately \$38,320.00 (approximately \$1,533 per month) on out-of-scope services in support of the Well 42 project to implement the changes directed by MSWD. Said services over the 25-month period included:

- On-going coordination with MSWD, AECOM, and Layne Christensen.
- Bi-Weekly meeting with MSWD and Layne Christensen, and meetings with AECOM and equipment manufacturers (i.e., Xylem and Tesco) as-needed.
- Research, analysis and preparation of a tech memo regarding water lubrication and water flushing systems proposed for Well 42, including recommended improvements.
- Coordinate and assist MSWD with water modeling analysis of the 1240 and 1400 Pressure Zones.
- Preparation of construction bulletins for changes to the project.

- Responding to Requests for Information.
- Reviewing and processing progress payments and invoices.
- Preparation, review, and processing of change order requests.

In review of TKE's contract budget and the remaining construction schedule, we are requesting a time and materials not to exceed budget increase in the amount of \$30,000 (approximately 200 man-hours) to continue to provide construction management and inspection services, as originally proposed, through the completion of the Well 42 Project. Our requested budget increase equates to approximately 22 hours per month over the next 9-months through construction completion. Please note, TKE has and will continue to maintain our original staff billing rates from 2019 through the completion of the project. This constitutes a 20% discount in comparison with our current rates.

TKE is available to meet with District staff to discuss the requested extra work and the project budget upon your request. If you have any questions, please advise.

Sincerely,



Steven W. Ledbetter, P.E.
Vice President
TKE Engineering, Inc.

Mission Springs Water District
Construction Management and Inspection Services for
Well 42 Construction Project
Desert Hot Springs, California
Consulting Engineering Fee Breakdown from October 2022 to November 2023

Task No.	Task	Construction Manager		Assistant Construction Manager		Associate Engineer		Assistant Engineer		Clerical		Inspector		Survey Crew		Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
1	Preconstruction Services															
1.1	Project Coordination		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1.2	Material Submittal Review		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1.3	Preconstruction Conference		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2	Construction Services															
2.1	Construction Administration	130	\$ 18,778	85	\$ 10,563		\$ -	3	\$ 263	19	\$ 1,295		\$ -	3	\$ 660	\$ 31,557.50
2.2	Construction Surveying		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.3	Construction Inspection		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
3	Post Construction		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Subtotal:		130	\$ 18,778	85	\$ 10,562.5	0	\$ 0	3	\$ 263	19	\$ 1,295	0	\$ -	3	\$ 660	\$ 31,557.50
Reimbursables^{1.)}:																\$ 6,765

Rates:

Construction Manager	\$ 145 /HR
Assistant Construction Manager	\$ 125 /HR
Associate Engineer	\$ 115 /HR
Assistant Engineer	\$ 105 /HR
Clerical	\$ 70 /HR
Construction Inspector	\$ 100 /HR
2-Man Survey Crew	\$ 220 /HR

Notes:
 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.

Design Total: \$38,322.50
Rounded Design Total:

TKE Engineering, Inc.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2021-953
Date 11-16-2021
Period 10-01-2021 - 10-31-2021
Due 11-16-2021
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$45,600.00	\$1,080.00	71.5%	\$18,600.00
2-02 - Construction Surveying	\$6,310.00	\$6,655.00	\$0.00	105.5%	-\$345.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$99,142.50	\$1,080.00	57.9%	\$72,867.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$99,142.50	\$1,080.00	56.2%	\$78,077.50
AMOUNT DUE			\$1,080.00		

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$1,080.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$1,080.00
AMOUNT DUE	\$1,080.00



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
10-04-2021	Steven Ledbetter	1	Coord. on Scheduling and Delay Change Order.
10-05-2021	Steven Ledbetter	1.5	Coord. w/ Doby and Layne on Electrical Items.
10-08-2021	Steven Ledbetter	1	Coord. on RFIs from Tesco.
10-12-2021	Michelle Sells	0.5	Project Coordination.
10-13-2021	Deana Vilches	0.5	Certified Payroll Reporting Week of 10-9-21
10-18-2021	Steven Ledbetter	0.5	Prep. Agenda.
10-19-2021	Steven Ledbetter	0.5	Progress Meeting w/ MSWD and Layne.
10-20-2021	Deana Vilches	0.5	Certified Payroll Reporting Week of 10/16/21
10-20-2021	Michelle Sells	0.5	Reviewed CPR Reports and uploaded current weekly report to Box.com, emailed Sophia at Casamar for explanation on Training Fund report.
10-21-2021	Michelle Sells	0.5	Scanned all CPR Fringe benefit statements for medical insurance and IRA payments for July, Aug., Sept., and October and uploaded to Box.com; emailed Sophia at Casamar that all items were uploaded for her use as requested.
10-21-2021	Steven Ledbetter	0.5	Coord. w/ Staff on Submittals.
10-26-2021	Deana Vilches	0.5	Certified Payroll Reporting, Week of 10/23/21
10-29-2021	Steven Ledbetter	1	Review Change Order Regarding Storm Drain Modifications (Bulletin No. 2).



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2021-1086
Date 01-07-2022
Period 11-01-2021 - 11-30-2021
Due 01-07-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$46,680.00	\$1,945.00	74.5%	\$16,655.00
2-02 - Construction Surveying	\$6,310.00	\$6,655.00	\$0.00	105.5%	-\$345.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$100,222.50	\$1,945.00	59.0%	\$70,922.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$100,222.50	\$1,945.00	57.3%	\$76,132.50
AMOUNT DUE			\$1,945.00		

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$1,945.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$1,945.00
AMOUNT DUE	\$1,945.00



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
11-02-2021	Deana Vilches	0.5	Certified Payroll Reporting Week of 10-30-21, Training Fund Contribution Invoice for October
11-02-2021	Shelby Kelley	2	Saved down submittals provided by Layne. Reviewed and left comments for coordination with TKE staff.
11-02-2021	Steven Ledbetter	2	Prep For and Attend Project Update Meeting; Prep. Minutes; Coord. w/ Layne on Meeting to Discuss Delays; Coord. w/ Staff on Submittals.
11-03-2021	Steven Ledbetter	0.5	Coord. w/ Layne and Granite.
11-04-2021	Steven Ledbetter	1	Negotiate Change Orders with Layne and Granite.
11-08-2021	Michelle Sells	0.5	CPR Reporting.
11-09-2021	Shelby Kelley	1.5	Correspondence with TKE staff on submittals. Finished executing submittals and routed to Steve. Updated submittal log.
11-09-2021	Steven Ledbetter	0.5	Coord. w/ Staff on Submittals.
11-10-2021	Shelby Kelley	0.5	Updated the submittal log for submittal 68 - Power System Analysis.
11-10-2021	Steven Ledbetter	0.5	Additional Coord. w/ Staff on Submittals.
11-15-2021	Steven Ledbetter	2	Process Submittals; Review Change Orders; Prep. Meeting Materials.
11-16-2021	Steven Ledbetter	1	Weekly Progress Meeting; Coord. w/ Staff on Preparing Change Order Documents.
11-17-2021	Deana Vilches	0.5	Certified Payroll Reporting Week of 11-13-21
11-19-2021	Steven Ledbetter	1	Coord. on Submittals and Color Sample.
11-23-2021	Deana Vilches	0.5	Certified Payroll Reporting Week of 11-20-21
11-30-2021	Steven Ledbetter	0.5	Coord. w/ Layne on Status of Submittals.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2021-1136
Date 01-24-2022
Period 12-01-2021 - 12-31-2021
Due 01-24-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$48,625.00	\$2,127.50	77.7%	\$14,527.50
2-02 - Construction Surveying	\$6,310.00	\$6,655.00	\$0.00	105.5%	-\$345.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$102,167.50	\$2,127.50	60.3%	\$68,795.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$102,167.50	\$2,127.50	58.5%	\$74,005.00
AMOUNT DUE			\$2,127.50		

Labor Subtotal \$2,127.50
 Direct Expenses Subtotal \$0.00

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Invoice Total \$2,127.50
AMOUNT DUE \$2,127.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
12-01-2021	Deana Vilches	0.5	Certified Payroll Reporting Week of 11-27-21. Non Performance
12-01-2021	Shelby Kelley	1	Prepared Change Order form for change order 12.
12-01-2021	Steven Ledbetter	1	Coord. w/ Staff on Change Orders.
12-02-2021	Shelby Kelley	3	Prepared change order forms for change orders 8, 9 and 12. Updated the Change order log.
12-06-2021	Steven Ledbetter	1	Coord. w/ Staff on Change Orders.
12-13-2021	Steven Ledbetter	3	Prep. Three Change Order and Agenda; Coord. on Submittals with AECOM and Doby.
12-14-2021	Steven Ledbetter	1	Coord. on Change Order with AECOM.
12-21-2021	Steven Ledbetter	2.5	Progress Meeting w/ Layne; Review MCC Submittal w/ MSWD and Doby; Review Pump Submittal Comments from AECOM.
12-22-2021	Michelle Sells	1	Uploading CPR #44 through #45 to DIR website; uploaded final CPR Forms and DIR Certifications to Box.com for Labor Compliance Review through December 18th.
12-22-2021	Steven Ledbetter	1.5	Meeting w/ AECOM to Review Pump Submittal; Prep. Bulletin No. 4.
12-27-2021	Steven Ledbetter	0.5	Coord. w/ Doby on MCC Submittal.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-34
Date 03-07-2022
Period 01-01-2022 - 01-31-2022
Due 03-07-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$50,752.50	\$3,557.50	83.2%	\$10,970.00
2-02 - Construction Surveying	\$6,310.00	\$6,655.00	\$0.00	105.5%	-\$345.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$104,295.00	\$3,557.50	62.3%	\$65,237.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$104,295.00	\$3,557.50	60.5%	\$70,447.50
AMOUNT DUE			\$3,557.50		

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$3,557.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$3,557.50
AMOUNT DUE	\$3,557.50

INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
01-06-2022	Steven Ledbetter	1	Coord. w/ AECOM and Layne on Invoices.
01-07-2022	Steven Ledbetter	1	Coord. w/ Layne on Change Orders and MCC Submittal.
01-10-2022	Shelby Kelley	3	Reviewed Bulletin-1 COR and provided comments. Correspondence with Layne.
01-10-2022	Steven Ledbetter	1	Coord. w/ Staff on Change Orders and Pay Request.
01-11-2022	Shelby Kelley	2	Reviewed Progress Payment No. 9 with the specifications and verified approved submittal for the material that was ordered.
01-12-2022	Michelle Sells	0.5	Project Coordination.
01-12-2022	Shelby Kelley	1	Reviewed drawings regarding the security system and Layne's comments to our rejection of Bulletin-1 COR.
01-13-2022	Steven Ledbetter	0.5	Coord. w/ Staff on Processing Change Orders.
01-14-2022	Shelby Kelley	2	Prepared Change Orders 13 and 14 and routed for signature. Updated the submittal log.
01-14-2022	Steven Ledbetter	1	Coord. on Change Orders; Review Draft Contract Amendment for AECOM.
01-18-2022	Steven Ledbetter	1	Coord. on MCC Submittal Comments and RollApart Building Storage.
01-19-2022	Shelby Kelley	1	Set up doodle page to coordinate meeting with Layne, Doby, and Tesco regarding the MCC Resubmittal.
01-19-2022	Steven Ledbetter	0.5	Coord. w/ RollApart.
01-21-2022	Steven Ledbetter	0.5	Coord. on Progress Payment.
01-24-2022	Shelby Kelley	1	Correspondence with Contractor, Doby, and Tesco regarding MCC submittal meeting.
01-24-2022	Steven Ledbetter	1	Coord. w/ MSWD and AECOM on Contract Amendment; Prep. Agenda.
01-25-2022	Shelby Kelley	1	Weekly progress meeting with MSWD, Layne, EnviroLogic, and Roll Apart Buildings. Correspondence with TKE staff on MCC submittal meeting.
01-25-2022	Steven Ledbetter	0.5	Coord. w/ Layne and Tesco.
01-26-2022	Shelby Kelley	1.5	Meeting with Layne, Doby, Tesco and Schneider regarding the MCC submittal comment.
01-26-2022	Steven Ledbetter	1.5	Meeting w/ Layne, Tesco, Square D, and WA Doby to Review MCC Submittal Comments.



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Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
01-27-2022	Shelby Kelley	1.5	Saved down resubmittal 062.1 and routed to consultant for review. Updated submittal log. Created Progress Payment No. 9 and PDF for signatures upon approval from Layne.
01-27-2022	Steven Ledbetter	1	Process AECOM Contract Amendment and Invoice.
01-28-2022	Shelby Kelley	1.5	Combined Doby's response into submittal 062.1, stamped as accepted and routed to contractor. Saved the steel discharge pipe spool submittal for review. Correspondence with design engineer regarding submittal 70. Updated submittal log.
01-31-2022	Shelby Kelley	0.5	Received submittal no. 70 from AECOM, saved and stamped as approved.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-123
Date 03-22-2022
Period 02-01-2022 - 02-28-2022
Due 03-22-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$54,310.00	\$4,875.00	90.7%	\$6,095.00
2-02 - Construction Surveying	\$6,310.00	\$6,655.00	\$460.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$107,852.50	\$5,335.00	65.4%	\$59,902.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$107,852.50	\$5,335.00	63.5%	\$65,112.50
AMOUNT DUE			\$5,335.00		

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TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$5,335.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$5,335.00
AMOUNT DUE	\$5,335.00



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
02-02-2022	Shelby Kelley	4	Saved down RFI - 25 and updated the RFI Log. Routed the executed Change Order Nos. 13 and 14 to the Contractor. Reviewed Submittal No. 71 and added responses.
02-03-2022	Steven Ledbetter	0.5	Coord. w/ Staff on Processing on Submittals.
02-07-2022	Shelby Kelley	0.5	Coordination with TKE staff on Progress Payment #9 signatures.
02-07-2022	Steven Ledbetter	1.5	Coord. on Progress Payment; Coord. w/ MSWD on Water Flush.
02-08-2022	Shelby Kelley	0.5	Bi-weekly progress meeting with Layne, Doby, Envirolitics, and MSWD.
02-08-2022	Steven Ledbetter	1	Additional Coord. w/ MSWD on Water Flush Option; Prep. For and Attend Biweekly Project Update Meeting; Prep. Minutes.
02-09-2022	Steven Ledbetter	0.5	Coord. w/ MSWD.
02-10-2022	Shelby Kelley	2	Worked on verifying spool length for Submittal 71.
02-11-2022	Shelby Kelley	3.5	Verified/updated the spool lengths for Submittal 71. Correspondence with TKE staff, Contractor, and MSWD regarding Progress Payment #9 signatures.
02-11-2022	Steven Ledbetter	1.5	Coord. w/ Staff and Layne on Steel Spool Submittal.
02-14-2022	Shelby Kelley	3	Saved down Submittal 072 - flood light alternative, added Doby's comments and sent back to Contractor for record. Reviewed Contractor's response to Submittal 71 regarding pipe spools.
02-14-2022	Steven Ledbetter	1	Coord. w/ Staff and Layne on Submittals and Progress Payment.
02-15-2022	Shelby Kelley	1	Correspondence with TKE staff on Submittal 71. Created an exhibit for survey.
02-16-2022	Steven Ledbetter	1	Strategy Meeting to Discuss Potential Well 42 Zone Changes.
02-22-2022	Shelby Kelley	0.5	Bi-weekly construction progress meeting.
02-22-2022	Steven Ledbetter	1	Weekly Progress Meeting; Review Zone Change Impacts.
02-23-2022	Shelby Kelley	5	Reviewed Submittal 71 with survey data.
02-23-2022	Steven Ledbetter	3	Prep. for and Attend Meeting w/ MSWD to Discuss Potential Pressure Zone Changes.
02-24-2022	Shelby Kelley	2.5	Finished Submittal 71. Correspondence with Contractor. Drafted Change Order No. 15. Correspondence with MSWD staff.



INVOICE

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
02-24-2022	Steven Ledbetter	1	Review Spool Submittal and Time Extension w/ Staff.
02-28-2022	Shelby Kelley	2	Researched xylem pump selection tool and forwarded information to MSWD.
02-28-2022	Steven Ledbetter	0.5	Coord. on Well Pump.

Task 2-02 - Construction Surveying

DATE	EMPLOYEE	HOURS	NOTES
02-17-2022	Brett Enscoe	4	Topo well and storm drain



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-242
Date 04-15-2022
Period 03-01-2022 - 03-31-2022
Due 04-15-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$59,185.00	\$1,677.50	93.2%	\$4,417.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$113,187.50	\$1,677.50	66.4%	\$58,225.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$113,187.50	\$1,677.50	64.4%	\$63,435.00
AMOUNT DUE			\$1,677.50		

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$1,677.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$1,677.50
AMOUNT DUE	\$1,677.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
03-02-2022	Shelby Kelley	0.5	Correspondence with contractor regarding CO 15.
03-02-2022	Steven Ledbetter	0.5	Coord. on Change Order and Contract Amendments.
03-07-2022	Jeannette Barlow	0.5	Certified Payroll for weeks 47-56
03-07-2022	Steven Ledbetter	0.5	Prep. Agenda.
03-08-2022	Steven Ledbetter	0.5	Coord. w/ MSWD on Field Testing; Follow Up on Progress Payment.
03-09-2022	Steven Ledbetter	1.5	Review Field Testing Status and Preliminary Findings w/ MSWD; Discuss Changes to Well (400 HP, Dual Pressure Zone).
03-11-2022	Jeannette Barlow	1	Submitted CPR online.
03-16-2022	Steven Ledbetter	0.5	Coord. w/ Doby on MCC Submittal Review.
03-18-2022	Steven Ledbetter	1.5	Coord. on Progress Payment Status; Begin Review 400 HP Well Head Conditions.
03-21-2022	Steven Ledbetter	3	Coord. on Change Order #15; Coord. w/ RollApart on Contract Extension and Schedule; Review Pump HP Changes with MSWD Staff; Prep. Agenda.
03-22-2022	Jeannette Barlow	0.5	Printed DIR sheets and Scanned into computer.
03-22-2022	Michelle Sells	0.5	Reviewed Current CPR Reporting.
03-22-2022	Steven Ledbetter	1	Weekly Progress Meeting; Prep. Minutes; Coord. w/ Doby on MCC Changes and AECOM on Pump Changes.
03-28-2022	Steven Ledbetter	0.5	Coord. on Agreement Amendment w/ RollApart and MSWD.
03-30-2022	Shelby Kelley	0.5	Coordination with Layne regarding exterior lighting.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-390
Date 05-19-2022
Period 04-01-2022 - 04-30-2022
Due 06-18-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$60,862.50	\$1,187.50	95.1%	\$3,230.00
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$114,865.00	\$1,187.50	67.0%	\$57,037.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$114,865.00	\$1,187.50	65.1%	\$62,247.50
AMOUNT DUE			\$1,187.50		

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$1,187.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$1,187.50
AMOUNT DUE	\$1,187.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
04-04-2022	Steven Ledbetter	0.5	Prep. Agenda.
04-05-2022	Shelby Kelley	0.5	Attended bi-weekly construction meeting.
04-05-2022	Steven Ledbetter	1	Biweekly Progress Meeting; Discuss Pump Changes w/ AECOM.
04-12-2022	Jeannette Barlow	0.5	Submitted Certified Payroll for DIR #'s 55-61. scanned and saved in files.
04-14-2022	Shelby Kelley	1	Reviewed submittals 73 and 74. Routed submittal 73 to the contractor and 74 to MSWD for input on desired power mode. Updated log.
04-18-2022	Steven Ledbetter	1	Coord. w/ AECOM and Layne on 400 HP Pump Changes.
04-20-2022	Shelby Kelley	1	Drafted Change Order No. 16 and routed to MSWD for signature.
04-21-2022	Shelby Kelley	1.5	Meeting with AECOM to discuss design changes.
04-25-2022	Steven Ledbetter	1	Review and Comment on AECOM's invoice.
04-28-2022	Steven Ledbetter	1	Coord. w/ AECOM on Status on Water Lube Well Details.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-463
Date 06-14-2022
Period 05-01-2022 - 05-31-2022
Due 06-24-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$62,050.00	\$7,872.50	107.1%	-\$4,642.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$116,052.50	\$7,872.50	71.6%	\$49,165.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$116,052.50	\$7,872.50	69.5%	\$54,375.00
AMOUNT DUE			\$7,872.50		

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 Riverside, CA 92507

Labor Subtotal	\$7,872.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$7,872.50
AMOUNT DUE	\$7,872.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
05-12-2022	Jeannette Barlow	0.5	Certified Payroll
05-16-2022	Deana Vilches	0.5	Process AECOM Invoice No. 2000623920
05-16-2022	Shelby Kelley	0.5	Saved down submittal 75.
05-16-2022	Steven Ledbetter	2	Coord. w/ MSWD on Contract Amendments; Review and Comment on AECOM Invoice; Coord. w/ AECOM; Review Preliminary Pump Curves.
05-17-2022	Shelby Kelley	1	Correspondence with Contractor and District regarding submittal 76. Attended Bi-weekly construction meeting.
05-17-2022	Steven Ledbetter	0.5	Bi-Weekly Progress Meeting w/ Layne.
05-18-2022	Shelby Kelley	0.5	Correspondence with Forshock regarding submittal 74.
05-25-2022	Steven Ledbetter	1	Review New 400 HP Pump Curves and BCA from AECOM.
05-26-2022	Steven Ledbetter	1	Review New Pump Curves with MSWD; Coord. w/ MSWD and AECOM.
05-31-2022	Shelby Kelley	0.5	Attended Bi-weekly construction meeting.
05-31-2022	Steven Ledbetter	0.5	Prep. For and Attend Biweekly Construction Progress Meeting.

W.A. DOBY

engineering inc.

consulting electrical engineers

3272 N. "E" St., Suite E

San Bernardino, California 92405

TEL (909) 881-4200 FAX (909) 881-4223

INVOICE Item 10.

DATE	INVOICE NO.
5/17/2022	21-001_1

BILL TO
TKE ENGINEERING, INC. 4446 CENTRAL AVE. RIVERSIDE, CA 92506 ATTN: MR. STEVE LEDBETTER

PROJECT NAME / NO.
MISSION SPRINGS WATER DISTRICT WELL NO. 42 CONSTRUCTION ADMINISTRATION WADE JOB #21-001

P.O. NO.	TERMS
	Net 60

DESCRIPTION	START DATE	END DATE	AMOUNT
CONSTRUCTION ADMINISTRATION SHOP DRAWING REVIEW Submittals 019, 022, 023, 024, 025, 036, 037, 037A, 051, 051A, 051B, 051C, 054, 055, 057, 062, 062A, 062B, 063	1/29/21	2/13/22	3,100.00
CONSTRUCTION ADMINISTRATION RESPONSE TO RFI'S RFI #4, RFI #9, RFI #11, RFI #12, RFI #13, RFI #17, RFI #20 TESCO CLARIFICATION LETTER REVISION TO 600HP COR_01, CO #01	3/10/21	2/1/22	2,250.00
MEETINGS AND SITE INVESTIGATIONS Project Construction Meeting Visit to Layne for MCC pictures			800.00

THANK YOU FOR YOUR BUSINESS.	TOTAL DUE	\$6,150.00
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INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-672
Date 07-14-2022
Period 06-01-2022 - 06-30-2022
Due 07-14-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$69,922.50	\$1,072.50	108.8%	-\$5,715.00
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$123,925.00	\$1,072.50	72.2%	\$48,092.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$123,925.00	\$1,072.50	70.1%	\$53,302.50
AMOUNT DUE			\$1,072.50		

Labor Subtotal \$1,072.50
 Direct Expenses Subtotal \$0.00

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TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Invoice Total \$1,072.50
AMOUNT DUE \$1,072.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
06-01-2022	Shelby Kelley	2	Reviewed submittal 74 and 75 and provided responses.
06-07-2022	Jeannette Barlow	0.5	Coordination on Certified Payroll.
06-13-2022	Deana Vilches	0.5	Review and Process AECOM Invoice No. 2000634152.
06-13-2022	Shelby Kelley	0.5	Coordination/Correspondence with TKE staff regarding water lube/water flush options and information that designer needs.
06-14-2022	Shelby Kelley	0.5	Coordination with AECOM for groundwater development/hydrogeology report.
06-14-2022	Steven Ledbetter	0.5	Prep. For and Host Bi-Weekly Progress Meeting.
06-16-2022	Shelby Kelley	1	Finished the response to submittal 74 and 75. Correspondence with TKE staff for approval.
06-17-2022	Shelby Kelley	0.5	Routed submittal 75 response to the contractor. Routed the headloss calculations to the designer as requested.
06-20-2022	Shelby Kelley	0.5	Correspondence with AECOM regarding the Groundwater Well Development/Hydrogeology report.
06-23-2022	Shelby Kelley	1	Correspondence with AECOM regarding the updated well pump design
06-23-2022	Steven Ledbetter	0.5	Coord. w/ Staff and AECOM on Well Pump Criteria.
06-27-2022	Michelle Sells	0.5	Project Coordination.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-783
Date 08-19-2022
Period 07-01-2022 - 07-31-2022
Due 09-18-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$70,995.00	\$1,102.50	110.4%	-\$6,817.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$124,997.50	\$1,102.50	72.9%	\$46,990.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$124,997.50	\$1,102.50	70.7%	\$52,200.00
AMOUNT DUE			\$1,102.50		

Labor Subtotal	\$1,102.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$1,102.50
AMOUNT DUE	\$1,102.50

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
07-11-2022	Shelby Kelley	0.5	Saved down submittal 76, updated log, correspondence with TKE staff.
07-11-2022	Steven Ledbetter	0.5	Coord. w/ Layne and Staff on Submittal.
07-12-2022	Steven Ledbetter	0.5	Call w/ Dave at RollApart to discuss Schedule and PCO.
07-13-2022	Steven Ledbetter	0.5	Coord. w/ MSWD on Potential Operation Run Times.
07-15-2022	Deana Vilches	0.5	Process AECOM Invoice #2000645903.
07-19-2022	Shelby Kelley	0.5	Correspondence with designer regarding submittal 76 review. Correspondence with contractor regarding pump selection.
07-19-2022	Steven Ledbetter	1.5	Coord. w/ AECOM, Layne, and Xylem on Pump Submittal Delays.
07-20-2022	Steven Ledbetter	1.5	Review Water Lube Details w/ MSWD.
07-25-2022	Steven Ledbetter	1	Coord. w/ Mike N. on Water Lube vs Water Flush at CVWD.
07-28-2022	Steven Ledbetter	1	Coord. w/ AECOM on Water Lube Findings; Begin Prep. Water Lube Summary Memo.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-871
Date 09-13-2022
Period 08-01-2022 - 08-31-2022
Due 09-13-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$72,097.50	\$855.00	111.8%	-\$7,672.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$126,100.00	\$855.00	73.3%	\$46,135.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$126,100.00	\$855.00	71.2%	\$51,345.00
AMOUNT DUE			\$855.00		

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 Riverside, CA 92507

Labor Subtotal	\$855.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$855.00
AMOUNT DUE	\$855.00



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
08-01-2022	Steven Ledbetter	1.5	Finalize Water Lube Well Summary Memo and Submit to MSWD.
08-09-2022	Steven Ledbetter	0.5	Coord. w/ MSWD on Water Lube Decision.
08-12-2022	Shelby Kelley	1	Correspondence with Doby Engineering regarding dome camera power supply. Responded to submittal 074 - dome camera.
08-22-2022	Michelle Sells	0.5	Project Coordination
08-22-2022	Shelby Kelley	0.5	Correspondence with contractor regarding COR-017.
08-31-2022	Shelby Kelley	1	Drafted COR-017, correspondence with TKE staff.
08-31-2022	Steven Ledbetter	1.5	Coord. w/ Staff and MSWD on Contract Extension Change Order.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-969
Date 10-28-2022
Period 09-01-2022 - 09-30-2022
Due 10-28-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$72,952.50	\$640.00	112.7%	-\$8,312.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$126,955.00	\$640.00	73.7%	\$45,495.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$126,955.00	\$640.00	71.6%	\$50,705.00
AMOUNT DUE			\$640.00		

Labor Subtotal	\$640.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$640.00
AMOUNT DUE	\$640.00

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
09-06-2022	Shelby Kelley	0.5	Routed fully executed Change Order No. 17 to MSWD, updated change order log.
09-09-2022	Steven Ledbetter	2	Prep. Bulletin No. 5 and Issue to Layne.
09-13-2022	Michelle Sells	0.5	Project Coordination.
09-16-2022	Steven Ledbetter	0.5	Review and Process AECOM Invoices; Coord. w/ MSWD.
09-27-2022	Jeannette Barlow	0.5	Submitted Certified Payroll on DIR Website.
09-28-2022	Steven Ledbetter	1	Coord. w/ Layne on Pump Submittal and Review Meeting.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-1059
Date 11-30-2022
Period 10-01-2022 - 10-31-2022
Due 11-30-2022
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$73,592.50	\$705.00	113.8%	-\$9,017.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$127,595.00	\$705.00	74.1%	\$44,790.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$127,595.00	\$705.00	72.0%	\$50,000.00
AMOUNT DUE			\$705.00		

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 Riverside, CA 92507

Labor Subtotal	\$705.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$705.00
AMOUNT DUE	\$705.00



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
10-04-2022	Steven Ledbetter	0.5	Coord. w/ Layne.
10-06-2022	Shelby Kelley	1	Attended meeting with the designer and contractor to discuss revised drawings and specifications.
10-06-2022	Steven Ledbetter	2.5	Prep. For and Attend Meeting w/ Layne and AECOM for Project Update.
10-17-2022	Steven Ledbetter	0.5	Coord. w/ AECOM.
10-20-2022	Terry Renner	0.5	Discuss Change Order Negotiations for Project Delay with Steve



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-1164
Date 01-06-2023
Period 11-01-2022 - 11-30-2022
Due 01-06-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$74,297.50	\$507.50	114.6%	-\$9,525.00
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$128,300.00	\$507.50	74.4%	\$44,282.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$128,300.00	\$507.50	72.2%	\$49,492.50
AMOUNT DUE			\$507.50		

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$507.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$507.50
AMOUNT DUE	\$507.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
11-16-2022	Steven Ledbetter	1	Coord. w/ AECOM and Layne on Spec Changes and Upcoming Meetings.
11-28-2022	Steven Ledbetter	2.5	Review and Coord. on AECOM Invoice. Review and Coord. w/ AECOM on Plan and Spec Changes; Prep. and Issue Bulletin No. 6.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2022-1341
Date 01-10-2023
Period 12-01-2022 - 12-31-2022
Due 01-10-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$74,805.00	\$705.00	115.7%	-\$10,230.00
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$128,807.50	\$705.00	74.8%	\$43,577.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$128,807.50	\$705.00	72.6%	\$48,787.50
AMOUNT DUE			\$705.00		

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Labor Subtotal	\$705.00
Direct Expenses Subtotal	\$0.00
Invoice Total	\$705.00
AMOUNT DUE	\$705.00



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
12-01-2022	Shelby Kelley	0.5	Attended bi-weekly meeting with contractor.
12-01-2022	Steven Ledbetter	1.5	Prep. For and Attend Progress Meeting; Prep. Minutes; Coord. w/ Staff.
12-05-2022	Shelby Kelley	0.5	Reviewed the last progress payment for T&M option moving forward.
12-15-2022	Steven Ledbetter	2.5	Biweekly Progress meeting; Coord. w/ AECOM on Bulletin 6; Coord. w/ Doby and AECOM on Electrical System Changes.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-57
Date 04-24-2023
Period 01-01-2023 - 01-31-2023
Due 04-24-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$75,510.00	\$242.50	116.0%	-\$10,472.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$129,512.50	\$242.50	75.0%	\$43,335.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$129,512.50	\$242.50	72.8%	\$48,545.00
AMOUNT DUE			\$242.50		

Labor Subtotal	\$242.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$242.50
AMOUNT DUE	\$242.50

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
01-12-2023	Shelby Kelley	0.5	Attended bi-weekly construction meeting.
01-12-2023	Steven Ledbetter	1	Biweekly Progress Meeting; Coord. w/ AECOM.
01-25-2023	Deana Vilches	0.5	Record AECOM Invoice #200071190.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-140
Date 05-23-2023
Period 02-01-2023 - 02-28-2023
Due 06-26-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$75,752.50	\$750.00	117.2%	-\$11,222.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$129,755.00	\$750.00	75.4%	\$42,585.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$129,755.00	\$750.00	73.2%	\$47,795.00
AMOUNT DUE			\$750.00		

Labor Subtotal \$750.00
 Direct Expenses Subtotal \$0.00

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 2305 Chicago Avenue
 Riverside, CA 92507

Invoice Total \$750.00
AMOUNT DUE \$750.00



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
02-09-2023	Shelby Kelley	0.5	Attended bi-weekly construction meeting.
02-09-2023	Steven Ledbetter	2.5	Biweekly Construction Meeting; Review Electrical Plan Redlines; Prep. Markups of Bulletin No. 6.
02-13-2023	Steven Ledbetter	0.5	Coord. w/ RollApart on PCO.
02-14-2023	Steven Ledbetter	1	Coord. w/ AECOM on Bulletin 6 Changes and New Electrical Bulletin.
02-28-2023	Deana Vilches	0.5	Process AECOM Invoice #2000722411.
02-28-2023	Steven Ledbetter	0.5	Review AECOM Invoice.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-268
Date 05-23-2023
Period 03-01-2023 - 03-31-2023
Due 06-26-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$76,502.50	\$467.50	117.9%	-\$11,690.00
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$130,505.00	\$467.50	75.7%	\$42,117.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$130,505.00	\$467.50	73.5%	\$47,327.50
AMOUNT DUE			\$467.50		

Labor Subtotal \$467.50
 Direct Expenses Subtotal \$0.00

Please Send Payment To

TKE Engineering, Inc.
 2305 Chicago Avenue
 Riverside, CA 92507

Invoice Total \$467.50
AMOUNT DUE \$467.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
03-09-2023	Jeannette Barlow	1.5	Prepared Certified Payroll Reports, Submitted on DIR Website and Scanned into Project File.
03-09-2023	Steven Ledbetter	0.5	Coord. w/ Layne on Project Update.
03-16-2023	Steven Ledbetter	0.5	Coord. w/ AECOM.
03-23-2023	Steven Ledbetter	1.5	Review Electrical Submittals and RFIs.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-379
Date 06-02-2023
Period 04-01-2023 - 04-30-2023
Due 06-02-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$76,970.00	\$397.50	118.5%	-\$12,087.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$130,972.50	\$397.50	75.9%	\$41,720.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$130,972.50	\$397.50	73.7%	\$46,930.00
AMOUNT DUE			\$397.50		

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Labor Subtotal	\$397.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$397.50
AMOUNT DUE	\$397.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
04-03-2023	Steven Ledbetter	0.5	Coord. w/ AECOM and RollApart.
04-04-2023	Steven Ledbetter	0.5	Additional Coord. w/ AECOM.
04-06-2023	Steven Ledbetter	0.5	Coord. w/ Layne and AECOM.
04-24-2023	Steven Ledbetter	0.5	Coord. w/ AECOM.
04-25-2023	Steven Ledbetter	0.5	Coord. w/ AECOM.
04-26-2023	Michelle Sells	0.5	Project Coordination.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-431
Date 06-13-2023
Period 05-01-2023 - 05-31-2023
Due 06-13-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$77,367.50	\$652.50	119.5%	-\$12,740.00
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$131,370.00	\$652.50	76.3%	\$41,067.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$131,370.00	\$652.50	74.0%	\$46,277.50
AMOUNT DUE			\$652.50		

Labor Subtotal	\$652.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$652.50
AMOUNT DUE	\$652.50

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TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
05-09-2023	Steven Ledbetter	1	Review Electrical RFIs w/ AECOM.
05-17-2023	Steven Ledbetter	1	Coord. w/ AECOM
05-18-2023	Steven Ledbetter	1.5	Prep. Revised Bulletin No. 6; Meeting with Layne and MSWD.
05-31-2023	Steven Ledbetter	1	Review Electrical Changes from AECOM, Begin Preparing Bulletin No. 7.



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Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-509
Date 07-10-2023
Period 06-01-2023 - 06-30-2023
Due 07-10-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$78,020.00	\$802.50	120.7%	-\$13,542.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$132,022.50	\$802.50	76.7%	\$40,265.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$132,022.50	\$802.50	74.5%	\$45,475.00
AMOUNT DUE			\$802.50		

Labor Subtotal	\$802.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$802.50
AMOUNT DUE	\$802.50

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TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
06-01-2023	Shelby Kelley	0.5	Attended bi-weekly construction meeting to discuss Bulletin No. 7.
06-01-2023	Steven Ledbetter	3	Finalize and Send Bulletin No. 7; Attend Biweekly Construction Progress Meeting; Coord. w/ Layne on Main Switchboard.
06-07-2023	Michelle Sells	0.5	Project Coordination.
06-15-2023	Shelby Kelley	0.5	Attended bi-weekly construction meeting with Contractor.
06-16-2023	Shelby Kelley	0.5	Saved down submittal 069.1 and updated log.
06-29-2023	Steven Ledbetter	1	Prep. For and Host Biweekly Construction Progress Meeting.



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Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-610
Date 08-17-2023
Period 07-01-2023 - 07-31-2023
Due 08-17-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$78,822.50	\$2,072.50	123.9%	-\$15,615.00
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$0.00	112.8%	-\$805.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$132,825.00	\$2,072.50	77.9%	\$38,192.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$132,825.00	\$2,072.50	75.7%	\$43,402.50
AMOUNT DUE			\$2,072.50		

Labor Subtotal	\$2,072.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$2,072.50
AMOUNT DUE	\$2,072.50

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TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
07-07-2023	Shelby Kelley	1	Reviewed submittal 069.1 and routed to the designer for review.
07-10-2023	Michelle Sells	0.5	Project Coordination.
07-10-2023	Steven Ledbetter	1	Coord. w/ Cassamar on Schedule; Process Invoice for AECOM.
07-13-2023	Steven Ledbetter	2	Attend Biweekly Construction Progress Meeting; Review Preliminary Pay Request.
07-18-2023	Shelby Kelley	2.5	Responded to submittal 069.1, updated log. Correspondence with contractor regarding submittal 069.1 and Bulletin #4. Prepared Bulletin #8 and sent a revised response to Submittal 069.1.
07-20-2023	Shelby Kelley	2.5	Prepared progress payment #10. Visited Layne's office to confirm materials on hand. Routed Progress Payment #10 for signature and then to MSWD for execution.
07-24-2023	Shelby Kelley	0.5	Correspondence with contractor and MSWD regarding Progress Payment #9 invoice and signed copy.
07-25-2023	Shelby Kelley	1	Correspondence/Coordination with MSWD and contractor regarding MSWD's comments on Progress Payment #9.
07-26-2023	Shelby Kelley	0.5	Routed the signed Progress Payment #9 to the contractor.
07-27-2023	Shelby Kelley	0.5	Attended bi-weekly construction meeting.
07-27-2023	Steven Ledbetter	2	Prep. Agenda and Attend Meeting; Prep. Minutes and Time Extension PCO; Coord. w/ Layne
07-28-2023	Shelby Kelley	2	Saved down submittals 035.1 and 056.1, responded to submittal 035.1, and 056.1, updated logs.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-745
Date 09-12-2023
Period 08-01-2023 - 08-31-2023
Due 09-12-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$80,895.00	\$1,152.50	125.7%	-\$16,767.50
2-02 - Construction Surveying	\$6,310.00	\$7,115.00	\$440.00	119.7%	-\$1,245.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$134,897.50	\$1,592.50	78.9%	\$36,600.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$134,897.50	\$1,592.50	76.6%	\$41,810.00
AMOUNT DUE			\$1,592.50		

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Labor Subtotal	\$1,592.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$1,592.50
AMOUNT DUE	\$1,592.50



INVOICE

TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
08-07-2023	Steven Ledbetter	0.5	Coord. w/ Staff on Field Survey.
08-10-2023	Shelby Kelley	1	Correspondence with TKE staff regarding discharge piping alignment and result of survey. Attended bi-weekly construction meeting.
08-10-2023	Steven Ledbetter	2	Prep. For and Attend Biweekly Construction Progress Meeting; Prep. Minutes; Coord. w/ Staff on Building/Pipe Alignments.
08-14-2023	Steven Ledbetter	2	Review Change Order 19; Coord. w/ Layne.
08-22-2023	Shelby Kelley	3	Drafted spool layouts in Field Base to confirm they will work with field conditions.

Task 2-02 - Construction Surveying

DATE	EMPLOYEE	HOURS	NOTES
08-07-2023	Brett Enscoe	2	Well head and pipe location verification
08-07-2023	Jayden Renner	2	Well head and pipe location verification.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-785
Date 10-24-2023
Period 09-01-2023 - 09-30-2023
Due 10-24-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$82,047.50	\$1,165.00	127.5%	-\$17,932.50
2-02 - Construction Surveying	\$6,310.00	\$7,555.00	\$0.00	119.7%	-\$1,245.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$136,490.00	\$1,165.00	79.5%	\$35,435.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$136,490.00	\$1,165.00	77.2%	\$40,645.00
AMOUNT DUE			\$1,165.00		

Labor Subtotal \$1,165.00
 Direct Expenses Subtotal \$0.00
Invoice Total \$1,165.00
AMOUNT DUE \$1,165.00

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 Riverside, CA 92507



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TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
09-07-2023	Shelby Kelley	3	Correspondence with contractor regarding discharge piping alignment. Prepared progress meeting agenda. Attended construction progress meeting and prepared meeting minutes. Prepared exhibit for the discharge piping alignment and routed to contractor.
09-07-2023	Steven Ledbetter	1	Prep. For and Attend Biweekly Construction Progress Meeting.
09-20-2023	Shelby Kelley	2	Correspondence with Construction Manager regarding Change Order Request #19. Reviewed COR #19 and drafted change order, updated per redlines, routed to MSWD for signature.
09-21-2023	Shelby Kelley	2	Prepared bi-weekly progress meeting agenda, attended progress meeting and prepared minutes. Routed Change Order #19 to contractor for signature, routed fully executed copy to MSWD.
09-21-2023	Steven Ledbetter	1	Attend Biweekly Construction Progress Meeting; Coord. w/ Staff on MCC Re-Submittal.



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-887
Date 12-04-2023
Period 10-01-2023 - 10-31-2023
Due 12-04-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$83,212.50	\$887.50	128.8%	-\$18,820.00
2-02 - Construction Surveying	\$6,310.00	\$7,555.00	\$0.00	119.7%	-\$1,245.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$137,655.00	\$887.50	80.0%	\$34,547.50
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$137,655.00	\$887.50	77.7%	\$39,757.50
AMOUNT DUE			\$887.50		

Labor Subtotal	\$887.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$887.50
AMOUNT DUE	\$887.50

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TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
10-04-2023	Shelby Kelley	1.5	Reviewed submittal 068.1 and TESCO response to Bulletin #7, routed to designer for review.
10-05-2023	Shelby Kelley	1	Prepared Progress Meeting agenda, routed to attendees. Attended progress meeting and prepared meeting minutes, routed to attendees.
10-05-2023	Steven Ledbetter	0.5	Attend Weekly Construction Progress Meeting.
10-10-2023	Michelle Sells	1	Project Coordination.
10-11-2023	Steven Ledbetter	1	Coordination with MSWD on Project Budget, Subconsultant Invoicing, and Status of Change Orders.
10-16-2023	Steven Ledbetter	1.5	Coord. w/ Rollapart Buildings.
10-24-2023	Jeannette Barlow	0.5	Prepared and Submitted Certified Payroll Reports 127-131
10-25-2023	Jeannette Barlow	0.5	Prepared and Submitted Certified Payroll Reports 132-136



INVOICE

Bill To

Brian Macy
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240-3711

Inv. # 2023-916
Date 12-11-2023
Period 11-01-2023 - 11-30-2023
Due 12-11-2023
Project 110-62 - Well 42 Project Construction Management and Inspection Services

PROJECT SUMMARY

DESCRIPTION	BUDGET	BILLED	CURRENT	COMPLETE	REMAINING
1-01 - Project Coordination	\$3,900.00	\$3,407.50	\$0.00	87.4%	\$492.50
1-02 - Material Submittal Review	\$8,920.00	\$9,002.50	\$0.00	100.9%	-\$82.50
1-03 - Preconstruction Conference	\$2,180.00	\$1,955.00	\$0.00	89.7%	\$225.00
2-01 - Construction Administration	\$65,280.00	\$84,100.00	\$912.50	130.2%	-\$19,732.50
2-02 - Construction Surveying	\$6,310.00	\$7,555.00	\$0.00	119.7%	-\$1,245.00
2-03 - Construction Inspection	\$81,680.00	\$32,522.50	\$0.00	39.8%	\$49,157.50
3-01 - Post Construction	\$4,820.00	\$0.00	\$0.00	0.0%	\$4,820.00
Fee Total	\$173,090.00	\$138,542.50	\$912.50	80.6%	\$33,635.00
Expense Total	\$5,210.00	\$0.00	\$0.00	0.0%	\$5,210.00
Project Total	\$178,300.00	\$138,542.50	\$912.50	78.2%	\$38,845.00
AMOUNT DUE			\$912.50		

Labor Subtotal	\$912.50
Direct Expenses Subtotal	\$0.00
Invoice Total	\$912.50
AMOUNT DUE	\$912.50

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TIMESHEET REPORT

Task 2-01 - Construction Administration

DATE	EMPLOYEE	HOURS	NOTES
11-01-2023	Steven Ledbetter	1	Coord. w/ AECOM on MCC Submittal Response; Coord. w/ Layne on Progress Payment and Backup Documentation for MCC.
11-13-2023	Shelby Kelley	0.5	Saved down progress payment #11 and reviewed photos and invoice.
11-13-2023	Steven Ledbetter	0.5	Coord. w/ Layne on Power System Analysis Submittal and Progress Payment.
11-14-2023	Steven Ledbetter	0.5	Review AECOM Invoice; Coord. w/ MSWD.
11-16-2023	Oliver Zavala	0.5	Assisted with latest progress payment.
11-16-2023	Shelby Kelley	1.5	Coordination with TKE staff for preparation of Progress Payment #10. Prepared Bi-weekly construction meeting agenda. Attended Construction meeting and prepared meeting minutes, routed to attendees.
11-21-2023	Shelby Kelley	1	Routed progress Payment #10 to MSWD for processing. Saved down COR#20 and began review.
11-28-2023	Jeannette Barlow	1	Preparation of Certified Payroll Reports.
11-30-2023	Shelby Kelley	1	Prepared bi-weekly Progress Meeting agenda, attended meeting and prepared meeting minutes, routed to attendees.

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone (760) 329-6448 - FAX (760) 329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on Pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **TKE Engineering, Inc.**
2305 Chicago Ave.
Riverside, CA 92507

DATE: November 18, 2020

CONTRACT DIR # 352956

TITLE: **Well 42 Project Construction Management and Inspection Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Work and Proposal in accordance with Exhibit B –Rate Schedule provided by TKE Engineering, Inc., and per Exhibit C – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$178,300.00

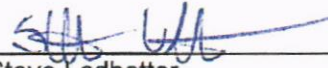
Term: One (1) year from the effective Agreement DATE above

Instructions: Sign and return the originals. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted: _____
Mission Springs Water District

Consultant: _____
TKE Engineering, Inc.
(Business Name)

By: 
Arden Wallum

By: 
Steve Ledbetter

Title General Manager

Title Vice President

Other authorized representative(s):
Danny Friend
Director of Engineering and Operations

Other authorized representative(s):
Michael Thornton
President

Luiz Santos
Associate Engineer

Terry Renner
Senior Vice President

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following

1. General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
2. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
3. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later editions is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
 - Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Mission Springs Water District.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
 - In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
 - g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
 - h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

- i. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.
- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement
- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees, and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California

Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- t. No Third Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express

provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- cc. Each of the signatories herein, hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.
- dd. Pursuant to Section 1770, and following, of the California Labor Code, the consultant 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 consultant shall post a copy of such determination at each job site.

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 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 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.



July 30, 2019

Mr. Danny Friend, Director of Engineering and Operations
Mission Springs Water District
 66575 Second Street
 Desert Hot Springs, CA 92240

Subject: Proposal for Well 42 Construction Management and Inspection

Dear Mr. Friend:

Thank you for the opportunity to provide a proposal for the subject project. Enclosed herein is a comprehensive proposal depicting TKE Engineering, Inc. (TKE's) scope of service and fee to provide Construction Management and Inspection for the Well 42 Project.

PROJECT DESCRIPTION

Mission Springs Water District (MSWD) desires to retain a qualified consulting engineering firm to provide Construction Management and Inspection for the Well 42 Project. Services would include performing project management and construction administration, coordination and management of well drilling inspector, providing construction staking, and inspection of site civil and facility work. TKE has provided these services to MSWD on past projects including the Well 33 Solar Project and the Horton WWTP Spreading Basin Expansion Project.

I. SCOPE OF SERVICES

Construction contract management will include Pre-Construction, Construction, and Post-Construction Services described as follows:

Task No. 1 – Pre-Construction Services

Pre-construction services include project coordination, material submittal review, and pre-construction conference coordination. Pre-construction services, each are discussed in the following paragraphs:

Task No. 1.1 – Project Coordination

TKE will first perform a careful review of the contract documents (drawings, specifications, environmental documents, and permits) for the project. While doing so, we will develop a complete understanding and advise MSWD staff of potential construction issues. Our thorough review will include a detailed field walk of the project sites with TKE's project construction inspector.

Secondly, we will coordinate the project team, including the MSWD staff, drilling inspector, TKE's inspector, geotechnical engineers, materials testing, and other agency staffs by advising of project schedule and specific project requirements. All conferences will be documented, and documents will be provided to MSWD.

Task No. 1.2 – Material Submittal Review

TKE will review all project submittals. As required, TKE will coordinate review of certain submittals with the design engineer and/or the well inspector. Each submittal shall be reviewed with MSWD staff as required to verify compliance. Submittals would include:

- a. Construction Schedule

- b. Traffic Control and Safety Plans
- c. SWPPP
- d. Asphalt Concrete Pavement
- e. Aggregate Base
- f. Portland Cement Concrete
- g. Well Materials (e.g. casing, screen, filter pack, transducer tubes, bentonite, etc.)
- h. Pipeline Materials (e.g. pipe, valves, bedding, etc.)
- i. Appurtenance Materials (e.g. pumps, motors, blowoffs, concrete, covers, etc.)
- j. Infiltration Chambers and Associated Drainage Materials
- k. Piping, Instrumentation, and Motor Control Center Drawings/Materials
- l. Emergency contact list (names & numbers of emergency response personnel)

We will maintain a project log for the project and it will include descriptions of submittals, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to MSWD and project contractor. Submittals will be returned within the time frame specified by the contract documents. The construction schedule will be a critical document. It will be reviewed to verify compliance with the contract documents and will be reviewed bi-weekly to ensure construction is proceeding efficiently.

TKE will provide MSWD a bi-weekly memorandum on submittal review progress.

Task No. 1.3 – Pre-Construction Conference

A preconstruction conference will be held. The conference will be attended by MSWD staff, TKE's Construction Manager and Construction Inspector, EnviroLogic's Construction Inspector, the Contractor, together with City representatives, and representatives of potentially affected utilities as required. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, and procedures for contract submittals, contract administration, job-site access and delivery, and coordination with others. We will document the meeting and distribute meeting minutes to all appropriate parties.

Task No. 2 – Construction Services

Construction Services include the following:

Task No. 2.1 – Construction Administration

Prior to beginning construction and throughout the course of construction, we will meet with MSWD staff. We will prepare agendas and minutes for each meeting and will respond to questions as required. During construction, the Construction Manager will coordinate all construction activities with MSWD staff, the construction inspector, the well construction inspector, the quality assurance professionals, other agencies and utility companies and project surveyors. In addition, the Construction Manager will visit the job site weekly to observe the implementation of traffic control and construction safety. He will document any observed deviations from the safety plans and he will advise the construction contractor, as appropriate, for resolution of observed safety deficiencies. In addition, our Construction Manager will conduct bi-weekly meetings with the construction contractor to ensure construction is progressing efficiently. We will prepare agendas and minutes for each, and refer to uncompleted business at each meeting. Also, should incidents or issues arise, contractor will be required to submit reports regarding each.

TKE will coordinate any utility relocation requirements for the project.

Throughout the course of construction, our Construction Manager will respond to complaints from the public. We will advise staff of complaints and appropriate resolution. In addition,

he will review the construction progress and compare it to the approved project schedules and advise MSWD staff of compliance or deficiencies.

He will review and respond to RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents in order to ensure that the improvements are constructed in compliance with the construction documents. We will provide said responses as required to minimize delays in construction. All RFI's and RFC's will be logged, including content of inquiry and date relayed and date of response.

Our contract administration activities will include progress reviews to ensure that the project is proceeding according to requirements and schedule, bi-weekly progress review meetings with MSWD staff and contractor, review of contract change order requests, and payment requests and related services. Payment requests and record keeping will include all correspondence, transmittals, drawings, technical manuals, reports, etc. (both hard copy and electronic formats) related to pre-construction, construction and post-construction phases of each construction contract. The documents will be kept at both our office, and MSWD. Our filing system will be reviewed with MSWD staff in order that they will be able to access documents as required.

Project progress and any changes during construction will be noted on a set of the project's contract documents maintained in our office. If a problem occurs requiring a MSWD decision, we will consult with MSWD staff. The Construction Manager will attempt to resolve complaints, concerns, and questions from residents and other affected agencies.

Through e-mail, telephone conferences, and regular meetings, the Construction Manager will keep the MSWD staff informed of project progress, problems that have occurred during construction, and any changes in work. Whenever possible, we will review required changes with MSWD staff prior to making same.

Each month, we will review the construction payment requests submitted by the contractor for work completed and the construction schedule. In addition, we will verify that certified payroll has been submitted. We will review the work completed and payment requests (forms provided by MSWD) to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and send it to MSWD staff for approval and payment. We will also submit a monthly status report with each payment request that will advise MSWD of compliance with the project schedule. If the contractor begins to fall behind the schedule, we will request corrective action. In accordance with contract documents, contractor's monthly updates of the project schedule will be reviewed.

If change conditions occur, we will negotiate with contractors to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. MSWD will be included in all negotiation requiring a contract amount increase. If we fail to reach an agreement and the work must continue, we will direct the contractor to complete the work. We will request that the Construction Inspector document the labor, materials and equipment used for the extra work for use in future negotiations.

We will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the contractor, we will review it with MSWD staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor involved; we will review same with MSWD staff and receive MSWD approval prior to preparing and processing

the contract change order. Change orders will be prepared on standard forms. Change Orders will be summarized in a log for review at our weekly meetings.

Any press inquiries of the project will be referred to MSWD staff.

We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

In addition, we will maintain documents and records utilizing MSWD filing system at the job sites. We will ensure that contractor(s) are submitting proper labor reports, time and material reports, material invoices and/or tickets, certifications, warranties and all other such documents as necessary for a complete and successful project.

Task No. 2.2 – Construction Staking

Construction staking services include staking for well casing, key pipeline alignment points (e.g. grade breaks, angle points and appurtenances), site corners and access road, well building pad, infiltration chamber, electrical pad, light poles, sampling station, and control valve structure. It will also include tie-out and resetting of project monumentation and pre and post construction corner records. We will prepare grade sheets and we will provide stakes for pipeline construction at required intervals.

Task No. 2.3 – Construction Inspection

TKE will provide full time construction inspection for the duration of the project's civil and facility construction. In addition, we will provide work part time construction inspection during well drilling activities, as required to support the well inspector and any civil work completed during that time. Our construction inspector will provide daily construction inspection to verify that the project is progressing in compliance with the plans and requirements. He will regularly discuss construction anticipated construction activities to ensure quality compliance and surveying is scheduled as needed to ensure the project is proceeding efficiently. We will require strict compliance with requirements for all construction activities. All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP and public safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented and MSWD will be advised. In addition, he will verify that construction is proceeding in accordance with contract document requirements.

Any system service interruptions, connections and abandonments will be coordinated with MSWD staff. In addition, TKE will verify all quality testing for the project.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present, weather conditions, and construction progress. All project documentation will be completed on MSWD standard forms. All documents will be submitted in hard copy and electronic copy formats. TKE will provide all inspection equipment needed.

Task No. 3 – Post Construction

TKE will establish punch-lists for project completion, deliver maintenance bonds and/or manufacturer warranties, insure that all items are satisfactorily completed and we will perform any post-completion project analysis and reporting necessary and as required.

Mr. Danny Friend
Mission Springs Water District
Proposal to Provide Construction Management and Inspection Services
July 30, 2019

Page 5 of 5

Through the course of construction, the Construction Manager will document changes on a set of record drawings. Once the project has been completed, TKE will prepare record drawings and provide them to MSWD. They will be signed and stamped by the construction manager and will reflect the improvements as constructed. Said record drawings will be based on data furnished by the public agencies, the contractor, and our weekly field reports.

We will forward copies of all records in digital format (CD ROM) and we will prepare a summary of construction changes, final cost, and schedule revisions. In addition, TKE will provide a final narrative summary report documenting construction activities.

In accordance with the project specifications the estimated construction period of six months should be adequate to complete the well construction.

II. FEE

TKE Engineering, Inc. will provide the services described in our proposal for \$178,300.00. Our fee amount is shown on the attached fee breakdown table. Our fee is a "not-to-exceed" fee amount and we will not provide added services without prior MSWD approval. Fees for construction engineering services would be provided in accordance with our attached rate schedule and are assumed on a 40 working day construction schedule. We propose to invoice MSWD monthly in accordance with our rate schedule, not to exceed the amounts specified.

Thank you for your consideration. TKE would very much appreciate the opportunity to interview with you to further discuss how MSWD can benefit with our services. If you have any questions, please call me at (951) 680-0440 or e-mail me at sledbetter@tkeengineering.com.

Sincerely,



Steven Ledbetter, P.E.
Project Manager
TKE Engineering, Inc.

Attachments:

Fee Breakdown Table
Rate Schedule

Mission Springs Water District
Construction Management and Inspection Services for
Well 42 Construction Project
Desert Hot Springs, California
Consulting Engineering Fee Breakdown

Task No.	Task	Construction Manager		Assistant Engineer		Clerical		Inspector		Survey Crew		Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
1	Preconstruction Services											
1.1	Project Coordination	8	\$ 1,160	12	\$ 1,380	8	\$ 560	8	\$ 800		\$ -	\$ 3,900
1.2	Material Submittal Review	24	\$ 3,480	40	\$ 4,600	12	\$ 840		\$ -		\$ -	\$ 8,920
1.3	Preconstruction Conference	4	\$ 580	8	\$ 920	4	\$ 280	4	\$ 400		\$ -	\$ 2,180
2	Construction Services											
2.1	Construction Administration ^{2.)}	384	\$ 55,680	48	\$ 5,520	24	\$ 1,680	24	\$ 2,400		\$ -	\$ 65,280
2.2	Construction Surveying	2	\$ 290	4	\$ 460	4	\$ 280		\$ -	24	\$ 5,280	\$ 6,310
2.3	Construction Inspection ^{3.)}		\$ -		\$ -	24	\$ 1,680	800	\$ 80,000		\$ -	\$ 81,680
3	Post Construction	12	\$ 1,740	8	\$ 920	8	\$ 560	16	\$ 1,600		\$ -	\$ 4,820
	Subtotal:	434	\$ 62,930	120	\$ 13,800	84	\$ 5,880	852	\$ 85,200	24	\$ 5,280	\$ 173,090
												Reimbursables (@3%)^{1.)}: \$ 5,193

Rates:

Construction Manager	\$ 145 /HR
Assistant Engineer	\$ 115 /HR
Clerical	\$ 70 /HR
Construction Inspector	\$ 100 /HR
2-Man Survey Crew	\$ 220 /HR

Notes:

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
- 2.) Assumes 120 Working Days
- 3.) Assumes 120 Working Days with Part Time Inspection 40 Days and Full Time Inspection 80 Days

Design Total: \$ 178,283
Rounded Design Total: \$ 178,300

TKE Engineering, Inc.

TKE ENGINEERING, INC.

RATE SCHEDULE

2018-2019

	HOURLY RATE
Principal in Charge.. .. .	\$155.00
Project Manager/Construction Manager/Licensed Surveyor.....	\$145.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker...	\$135.00
Associate Engineer.	\$125.00
Assistant Engineer/Plan Checker/Designer.....	\$115.00
AutoCAD Technician	\$105.00
Engineering Technician	\$ 80.00
Clerical	\$ 70.00
Forensic Engineering	\$175.00
Expert Witness Testimony	\$300.00
 <u>SURVEYING SERVICES</u>	
2-Man Survey Crew (Prevailing Wage)	\$220.00
 <u>CONSTRUCTION SERVICES</u>	
Senior Construction Inspector (Prevailing Wage)	\$100.00
Construction Inspector (Prevailing Wage)	\$ 95.00
 <u>REIMBURSABLE COSTS</u>	
In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

TKE ENGINEERING, INC. RATE SCHEDULE 2018-2019

	HOURLY RATE
Principal in Charge.. .. .	\$155.00
Project Manager/Construction Manager/Licensed Surveyor.....	\$145.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker... ..	\$135.00
Associate Engineer.	\$125.00
Assistant Engineer/Plan Checker/Designer.....	\$115.00
AutoCAD Technician	\$105.00
Engineering Technician	\$ 80.00
Clerical	\$ 70.00
Forensic Engineering	\$175.00
Expert Witness Testimony	\$300.00
 <u>SURVEYING SERVICES</u>	
2-Man Survey Crew (Prevailing Wage)	\$220.00
 <u>CONSTRUCTION SERVICES</u>	
Senior Construction Inspector (Prevailing Wage)	\$100.00
Construction Inspector (Prevailing Wage).....	\$ 95.00
 <u>REIMBURSABLE COSTS</u>	
In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Term, Early Termination & Notice**Well 42 Project Construction Management and Inspection Services****A. Term of Agreement**

This professional services agreement shall be effective upon approval by the parties thereof and shall expire one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and TKE Engineering, Inc. for Well 42 Project Construction Management and Inspection Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written Notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and TKE Engineering, Inc.

OWNER

Attn: Luiz Santos
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT

Attn: Steve Ledbetter
TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA 92507



TKEENGI-01

Item 10.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101		CONTACT NAME: Brie Easley PHONE (A/C, No, Ext): (509) 343-9591 FAX (A/C, No): E-MAIL ADDRESS: brianna.easley@alliant.com															
INSURED TKE Engineering Inc 2305 Chicago Ave Ste#100 Riverside, CA 92507-6948		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : California Automobile Insurance Company</td> <td>38342</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : California Automobile Insurance Company	38342	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

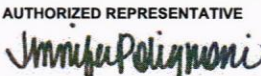
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6806H138418	1/5/2020	1/5/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000048572	9/18/2020	9/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB9J2131842047G	1/5/2020	1/5/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Well 42 Project Construction Management and Inspection Services

Mission Springs Water District, its directors, officers, employees or authorized volunteers is Additional Insured as respect General Liability for the On-Going Operations of the Named Insured as required by written contract. Coverage is Primary Non-Contributory.

CERTIFICATE HOLDER **CANCELLATION**

Mission Springs Water District 66575 Second Street Desert Hot Springs, CA 92240	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

Page 1
 DATE (MM/DD) 11/19/2020
 Item 10.

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PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED TKE Engineering, Inc. 2305 Chicago Avenue Riverside, CA 92507	INSURER A: Liberty Insurance Underwriters Inc NAIC # 19917	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W18772279 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEXNYABCETE003	08/01/2020	08/01/2021	Per Claim: \$1,000,000 Annual Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Well 42 Project Construction Management and Inspection Services.

CERTIFICATE HOLDER Mission Springs Water District 66575 Second Street Desert Hot Springs, CA 92240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING

MEETING DATE(S): MARCH 14 & 18, 2024

FROM: ARTURO CEJA – DIRECTOR OF FINANCE

FOR: ACTION X DIRECTION _____ INFORMATION _____



ACCEPT AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2023

STAFF RECOMMENDATION

Review and accept the audited financial statements as presented by Rogers, Anderson, Malody & Scott, LLP (RAMS), District auditors, for the year ended June 30, 2023.

SUMMARY

The annual audit has been completed by RAMS and is ready for acceptance by the Board. Upon acceptance, District staff will distribute to all interested parties required under state law, debt agreements, etc.

ANALYSIS

The Financial Statement audit is now complete for the year ended June 30, 2023. An annual financial statement audit is required by the California Water Code and submitted to the State Controller's Office. A draft of the audit will be presented by RAMS, and, upon acceptance, final, bound copies will be distributed.

FISCAL IMPACT

None directly, although these financial statements will be used as indicators of the District's financial performance and health. They help assess the District's credit worthiness and identify existing obligations and commitments that must be covered by future cash flows.

ATTACHMENTS

Draft Audit Report.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

For Fiscal Year Ended June 30, 2023

20 23



*Prepared by the MSWD
Finance Department*



Mission Springs Water District

66757 Second Street, Desert Hot Springs, CA 92240

www.mswd.org • 760-329-6448

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Mission Springs Water District

**Annual Comprehensive Financial Report
For the fiscal year ended June 30, 2023**

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Mission Springs Water District

**Annual Comprehensive Financial Report
For the fiscal year ended June 30, 2023**

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Introductory Section

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March xx, 2024

TO THE BOARD OF DIRECTORS AND CUSTOMERS OF MISSION SPRINGS WATER DISTRICT:

Mission Springs Water District (MSWD or District) staff is pleased to present the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year 2022-2023, which ended June 30, 2023.

The ACFR is intended to provide the Board of Directors, MSWD's customers, the public and interested parties with a broad financial outlook of the District. This report is also prepared for the purpose of meeting California law requiring special districts to submit an audited annual financial report to the State Controller within seven months after the end of the fiscal year. In addition, debt covenants require MSWD to file an ACFR within 270 days after the end of each fiscal year and submit to the California State Water Resources Control Board.

It is the intent of the District to apply for the Certificate of Achievement for Excellence in Financial Reporting awarded by the Government Finance Officers Association of the United States and Canada (GFOA). To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year. MSWD believes our current annual comprehensive financial report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for our first annual certificate.

MSWD staff prepared this financial report in conjunction with the Independent Auditors' Report issued by Roger, Anderson, Malody & Scott, LLP, a certified public accounting firm, and they have issued an unmodified (or "clean") opinion on the District's financial statements for the year ending on June 30, 2023. The independent auditors' report is located at the front of the financial section of this report. The Management's Discussion and Analysis (MD&A) immediately follows the independent auditors' report and provides a narrative overview and analysis of the basic financial statement. The MD&A and the Notes to the Financial Statements complement this letter of transmittal and should be read in conjunction with it.

This report includes management's representations concerning the finances of the District. Consequently, management assumes full responsibility for the completeness and reliability of the information presented in this report to the best of our knowledge.

ABOUT MISSION SPRINGS WATER DISTRICT

Mission Springs Water District, an innovative and award-winning public agency, is a special district of the State of California that provides water and wastewater services, and water-use efficiency and education programs to approximately 44,000 residents within a 135-square mile service area. Located on the upper side of the Coachella Valley, serving primarily the city of Desert Hot Springs, California. The area has many natural springs and is one of several places in the world with naturally occurring hot and cold mineral springs. This has contributed to the District receiving 10 Medals for the Best Tasting Municipal Water in the World awarded by the International Water Tasting Competition in Berkely Springs, West Virginia.

The District is governed by a Board of five directors who are elected by the public in alternating four-year terms. During the Fiscal Year, the District celebrated it's 70th year anniversary of serving our community with its most precious resource, water. We continue to bring qualified personnel to refresh our procedures and performance and improve the relationship that our customers expect from staff.

We rely solely on groundwater and have successfully managed and protected its source, and have taken steps to strengthen our financial position, resulting in the ability to keep our rates low and our service levels high. The new Nancy Wright Regional Water Reclamation Facility (RWRF) will be operational by the end of 2024. It will dramatically enhance the District's wastewater treatment capacity, providing sewer service to more homes and businesses and protecting our groundwater supply.

The state-of-the-art facility was designed with further expansion in mind and will allow the District to alleviate some of the wastewater flows going to our award-winning Alan L. Horton Wastewater Treatment Plant, further extending the service life of that facility. The locale and size of the new RWRF will enable the District to more than double our service area while also serving as an economic engine for future growth in the area, paving the way for new businesses, jobs, and growth in our beloved city.

On June 14, 2023, the Board of Directors requested that the District conduct and update our current strategic plan, including a review of our mission, vision and values. During a board workshop on August 9, 2023 the Board approved a contract with Woodard & Curran for the services. This process will ensure the District continue to provide water and wastewater services to our customers with the upmost customer service possible. Also on June 19, 2023, the Board of Directors approved a contract with Raftelis Financial Consultants, Inc. (Raftelis) for a Long Range Financial Master Plan and Cost of Services Study. This will allow the District to review current rates in relation to the actual costs of providing water and sewer services. It will also address funding sources for our capital improvement plan and any new projects identified by the strategic plan process.

Mission Springs Water District continues to invest in staff, infrastructure and programs to maintain high standards within our workforce and reach out to the community through water-use efficiency programs, education, community partnerships, small and local business opportunities and other programs focused on providing value to our service area.

Mission Statement

Mission Springs Water District has one simple mission: Provide, protect, and preserve our most valuable resource...water.

Board of Directors



Ivan Sewell
Vice President
Division 4
Term Expires
2024



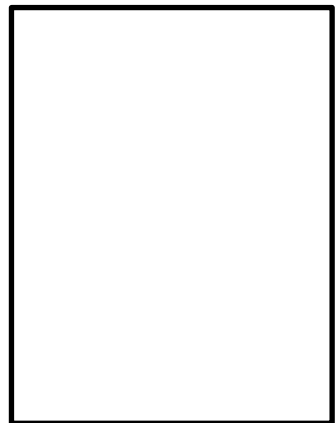
Russ Martin
President
Division 3
Term Expires
2024



Amber Duff
Member
Division 1
Term Expires
2026



Robert Griffith
Member
Division 2
Term Expires
2024

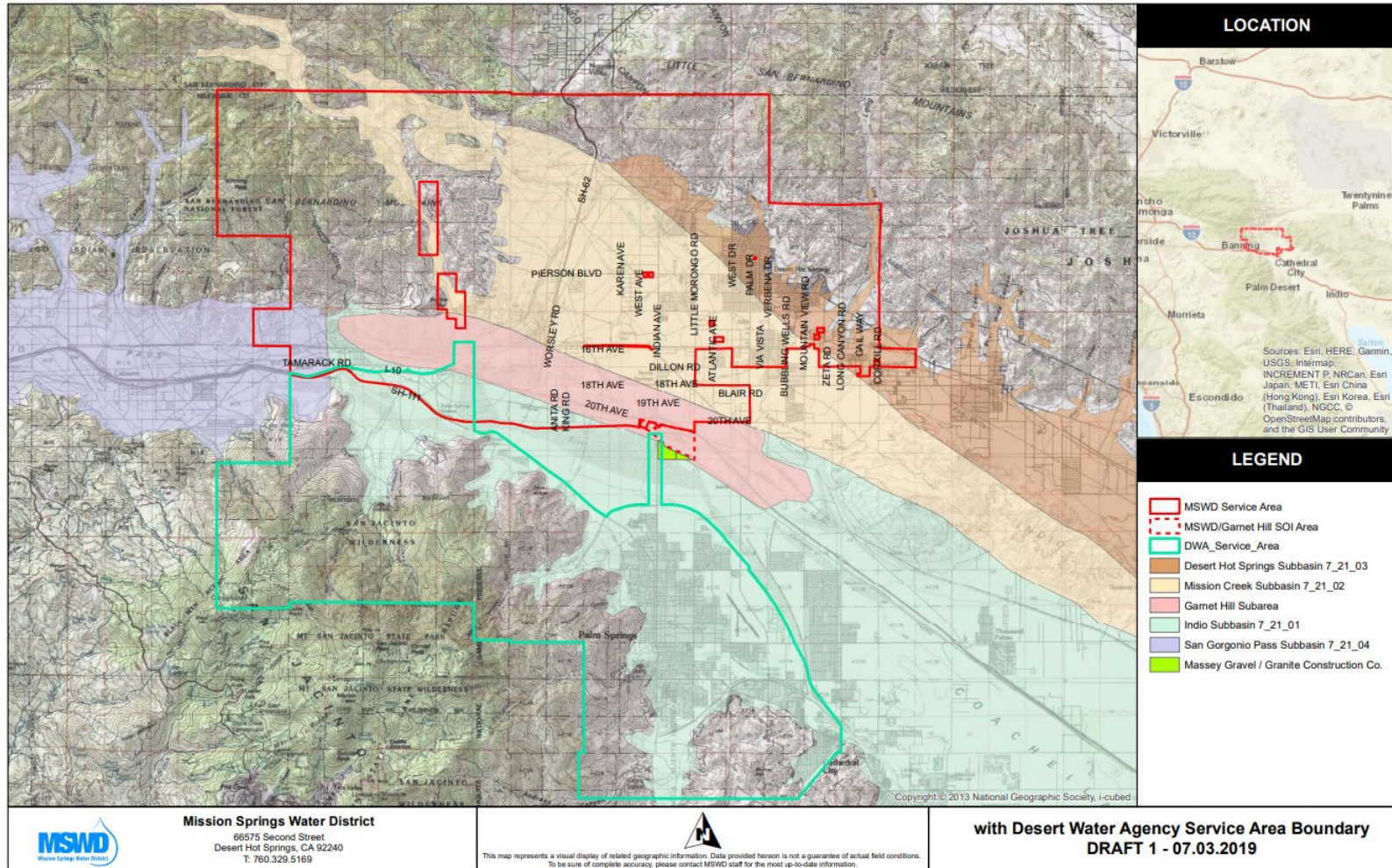


Ted Mayrhofen
Member
Division 5
Term Expires
2026

SERVICE AREA

DIVISION OF BOUNDARIES

Mission Springs Water District, located in Riverside County, California, initially covered an area of one square mile in 1953. Today, MSWD covers an area of about 135 square miles including the City of Desert Hot Springs, and the unincorporated areas of North Palm Springs, Whitewater, and Bonnie Bell serving a population of over 44,000 residents.



DISTRICT STATISTICS

Formed	February 16, 1953
Estimated Population	44,000
Area Served	135 square miles
Water Portfolio	Groundwater
Owner-occupied housing unit rate	47.0%
Persons per Household	2.75
Median Household Income	\$45,863
Persons in Poverty	21.0%

Accounts	Water	Sewer
Single Family Residential	12,438	8,753
Multi Family Residential	734	658
Commercial	453	301
Industrial	4	1
Landscape	206	0
Other	47	0
Total:	13,882	9,713

Departments	Full Time Employees
Executive	
General Manager	1
Administration	
Assistant General Manager	1
Programs and Public Affairs Manager	1
Human Resources Manager	1
Executive Assistant	1
Office Specialist	1
Innovation & Technology Manager	1
Subtotal	6
Finance	
Director of Finance	1
Accounting	4
Customer Service	9
Subtotal	14
Operations	
Director of Operations	1
Engineering	5
Field Operations	2
Construction & Maintenance	11
Water Production	4
Wastewater Treatment	7
Wastewater Collections	2
Subtotal	32
Total	53



HISTORY

While prospecting for water, early homesteaders in the desert discovered the hot springs that made this area famous. It was not until 1940, however, that the first subdivisions were established and L. W. Coffee started the village he called Desert Hot Springs.

The critical need for freshwater led residents to form a mutual water company, which eventually proved unsatisfactory. Later, a privately-owned utility, called the Desert Hot Springs Mutual Water Company, acquired its assets. But this too failed and widespread dissatisfaction led local citizens to form a publicly-owned water district.

By 1953, an election swept the new Desert Hot Springs County Water District into existence with a vote of 246 to 9. The new District began with 100,000 feet of pipelines, five water wells, and two reservoirs. It covered one square mile.

The District expanded rapidly. It absorbed parts of the Coachella Valley County Water District, the West Palm Springs Village, and San Geronio Mutual Water Company systems. Today, it boasts more than 1.25 million feet of pipelines, 13 water wells, and 24 reservoirs, serving an area of 135 square miles.

As early as 1954, local citizens petitioned for sewer service. The cost, however, was prohibitive. But growth brought an overload to the septic systems and health hazards to the community. The District built the Alan L. Horton Wastewater Treatment Plant in 1972, and it has been expanded four times to a treatment capacity of two million gallons of wastewater a day.

This was the first step to protect our groundwater that later turned into the Groundwater Quality Protection Project (GQPP). It is a comprehensive water resource management effort that eliminates known pollution sources. It reclaims water to reduce demand on limited groundwater resources, protects underground storage capacity. And, it leverages multiple funding opportunities. The GQPP overlies a region where high-quality, potable water is delivered, but not treated for direct reuse. Expansion of the sewer system and Regional Water Reclamation Facility (RWRF or Reclamation Facility) will reclaim water to reduce groundwater demand and protect underground storage capacity – providing a sustainable water future for generations to come.

MSWD's new Reclamation Facility is a vital component in the expansion of the District's wastewater treatment capacity. The project includes the construction of a 1.5 million gallons per day Sequence Batch Reactor (SBR) wastewater treatment plant that will dispose treated secondary effluent in on-site disposal ponds. The project also includes an operations and administration building that will house a solids processing area, chemical storage area, maintenance area, administrative area, electrical room, and blower room. The project will increase the District's total wastewater treatment capacity and alleviate a portion of existing wastewater flows currently going to the Horton Wastewater Treatment Plant. Two accompanying projects, the Regional Conveyance Line and M2 Septic-to-Sewer project, are also under development.

MSWD is committed to providing, protecting, and preserving water – our most valuable resource. Planning and long-term water management are paramount in achieving this goal. MSWD actively participates in the long-term management of water resources in the Coachella Valley, and as a result, has prepared numerous long-term planning documents to better manage the water supplies within its service area, and the entire Coachella Valley area. These documents can be found on our website and cover an array of different initiatives to manage our groundwater supply.

In 2002, the Integrated Regional Water Management Planning Act was established to encourage

local entities to collaboratively establish regional water management groups to improve water quality and water supply reliability to meet the State of California's overall water needs. In 2008, the Coachella Valley Regional Water Management Group (CVRWWMG) was formed as a collaborative effort led by five water purveyors and one wastewater agency to develop and implement an Integrated Regional Water Management (IRWM) Plan to address the water resources planning needs of the Coachella Valley.

In 1983, the Urban Water Management Planning Act (UWMPA) was established and recognized that water is a limited resource and that efficient water use and conservation would be actively pursued throughout the State of California. The UWMPA requires that water suppliers providing water for municipal purposes either directly or indirectly to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually, prepare and submit an Urban Water Management Plan (UWMP) every five years to support the suppliers' long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs.

In 2014, Governor Edmund G. Brown Jr. signed a three-bill package known as the Sustainable Groundwater Management Act (SGMA). The legislation allows local agencies to customize groundwater sustainability plans to their regional economic and environmental needs. SGMA creates a framework for sustainable, local groundwater management for the first time in California history.

Salt and Nutrient Management Plans (SNMPs) are mandated by the State of California's (State) Recycled Water Policy, adopted in 2009 and amended in 2018. The State's Recycled Water Policy encourages the use of recycled municipal wastewater as it becomes an increasingly important water source. However, recycled water contains salts and nutrients that must be managed to protect the water quality of the State's groundwater basins.

Today, the District is an industry leader recognized worldwide for its great-tasting, high-quality water who hosts visitors from around the globe that come to enjoy the hot mineral waters offered by several spa resorts. The District is focused on providing value to its customers and achieving water reliability for the region through the management of a diverse supply of water. All District departments contribute to the agency's efforts to meet the goals and objectives of the Board of Directors' Strategic Plan

MAJOR ACCOMPLISHMENTS

Water Supply Reliability

- Implemented the Coachella Valley Regional Water Management Group's Integrated Regional Water Management Plan.
- Completed and submitted the 2022 Alternative Plan Update for the Mission Creek Subbasin.
- Completed and submitted the 2022 Groundwater Sustainability Plan for the San Gorgonio Pass Subbasin.
- Completed and submitted the 2022 Alternative Plan for the Indio Subbasin.
- Began implementation of the Coachella Valley Salt and Nutrient Management Plan.
- Continued to monitor guidance on Hexavalent Chromium Contaminant Levels.

Sound Financial and Resource Management

- Made several upgrades in the Finance software for better reporting and integration.
- Made several improvements to the Laserfiche program to improve workflow.
- Implemented three new Governmental Accounting Standards Board Pronouncements
 - GASB 84 – Fiduciary Activities
 - GASB 87 – Leases and New Lease Definition
 - GASB 96 – Subscription Based Information Technology Arrangements such as Microsoft Office 365.
- Exceeded debt coverage ratio target of 1.75 by managing costs and keeping debt to a minimum.
- Created a new GIS Specialist Position that will implement the GIS and Asset Management programs.
- Secured a \$15 Million cashflow loan to cover the costs associated with the Regional Plant.

Water Quality

- Completed the Horton Effluent Filtration System.
- Completed annual customer water quality reports to comply with the Department of Drinking Water requirements for a public water agency.
- Completed the project specifications for the Supplemental Environmental Project.
- Continued the construction of the Regional Water Reclamation Facility.

Customer Service

- Celebrated 70 Years of Service to the community, hosting the public event.
- Integrated a new payment system reducing District costs by at least \$50,000 annually.
- Continued to utilize the Neptune 360 to identify leaks, high bills and water waste.
- Continued to promote the Water Smart Customer Portal with a 44% adoption rate.
- Reopened the District lobby to the public in October 2022.
- Launched a new online calendar appointment booking program for customers to book one-on-one assistance.
- Worked with various programs for customer bill assistance, such as United Way.

Infrastructure

- Staff continued to work on the model for the Water and Sewer Master Plans.
- Remodeled the Horton Facility North Building to provide Wastewater employees acceptable access to restrooms and a shower facility.
- Completed the Horton Odor Control Project.
- Several Innovation and Technology projects were implemented during the fiscal year, improving network security and infrastructure.

FINANCIAL INFORMATION

ACCOUNTING SYSTEM

As required by Generally Accepted Accounting Principles for enterprise funds, accounts are maintained and financial statements are prepared using the economic resources measurement focus and full accrual basis of accounting. Accordingly, revenues are recognized when earned, and expenses are recorded when incurred, regardless of the timing of related cash flows. The District's Finance department is responsible for the overall accounting and finance functions, which include cash management, treasury and debt management, accumulation and processing of accounting information, financial reporting, and contracts administration.

INTERNAL CONTROLS

MSWD's management is responsible for the establishment and maintenance of internal accounting controls that ensure assets are safeguarded and financial transactions are properly recorded and adequately documented. To ensure that the costs of controls do not exceed the benefits obtained, management uses cost estimates and judgments to attain reasonable assurance as to the adequacy of such controls. Recent audits have not uncovered any weakness in internal control that would cause concern when Recommendation for Improvements are made.

BUDGET PROCESS AND CONTROLS

Public agencies develop budgets as a performance tool to measure accountability to its stakeholders. For MSWD, the budget is developed based on meeting the priorities, goals and objectives established by the Board of Directors through its Strategic Business Plan (Plan), which was developed through a series of interviews with the Board of Directors, management, and key staff in addition to interviews with key stakeholders. The Plan provides direction for planning, budgeting, implementation, evaluation and reporting. The Plan is a "living" document in that it does not have a termination date, but it is constantly changing and evolving as the needs of the District change and evolve.

The budget is also used as a communication tool. Interested parties, such as bond holders, credit rating agencies, and its customers can review the budget to obtain a wide variety of information on MSWD's short- and long-term strategic planning and financial policies, as well as the current and future fiscal stability. For MSWD, the budget further demonstrates the District's commitment to fiscal responsibility and transparency of its operations. The budget shows how the agency will invest its revenues derived from user fees and fixed revenue sources to support its mission and programs.

The General Manager communicates the goals and the current year budget objectives to staff to ensure the budget includes the financial requirements necessary to achieve these goals and objectives. To ensure completion, the goals are also incorporated into each individual employee's performance goals. Furthermore, the high-level goals are also included in the monthly board General Manager's Report to reflect the commitment to meet the Board's directives.

California's Water Code requires the District to adopt a budget, approved by the board by June 30, and appropriate funds accordingly. This includes adopting a Capital Improvement Plan, Employee Classification Plan and an Appropriations Limit. By Board Resolution, no transfers will be made between the operational and capital budgets.

LONG-TERM FINANCIAL PLANNING

To maintain its financial strength, in 2016 the District developed a Long-Range Financial Rate Study and Model. The model uses the current fiscal year budget, incorporates multiple year revenue and expense assumptions used to address anticipated operating and capital expenditures, resulting in a dynamic financial report. The capital expenditures are based on the Capital Improvement Program and estimates program costs over a 5 year term. In addition, the model provides the basis for certain criteria to be incorporated into financial policy development, such as debt management, and designated fund levels. The District continues to monitor its assumptions to actual to ensure it remains a financially healthy organization.

DEBT MANAGEMENT AND COVERAGE

Senate Bill No. 1029 (“SB 1029”) was passed by the California State Legislature in August 2016 and became law on September 12, 2016. It requires local agencies such as MSWD to adopt comprehensive written debt management policies reflecting local, state and federal laws and regulations. Resolution 2017-11 was approved to establish the MSWD Debt Management Policy, providing a set of comprehensive guidelines for the issuance and management of the District’s debt portfolio. It also provides a list of permitted debts, including General Obligation Bonds, Certificates of Participation, JPA Revenue Bonds, and Commercial Paper. Finally, it requires that the District develop and maintain a capital finance model to evaluate the impact of capital program spending, operations and maintenance costs, and debt service on its financial condition.

DESIGNATED FUNDS

The District maintains two major types of funds, either restricted or unrestricted. Restricted funds consist of custodial accounts and debt reserves that are subject to the conditions of the respective debt financing documents. The unrestricted reserves are then designated by the Board of Directors and are reviewed annually as further described in the board-approved policy.

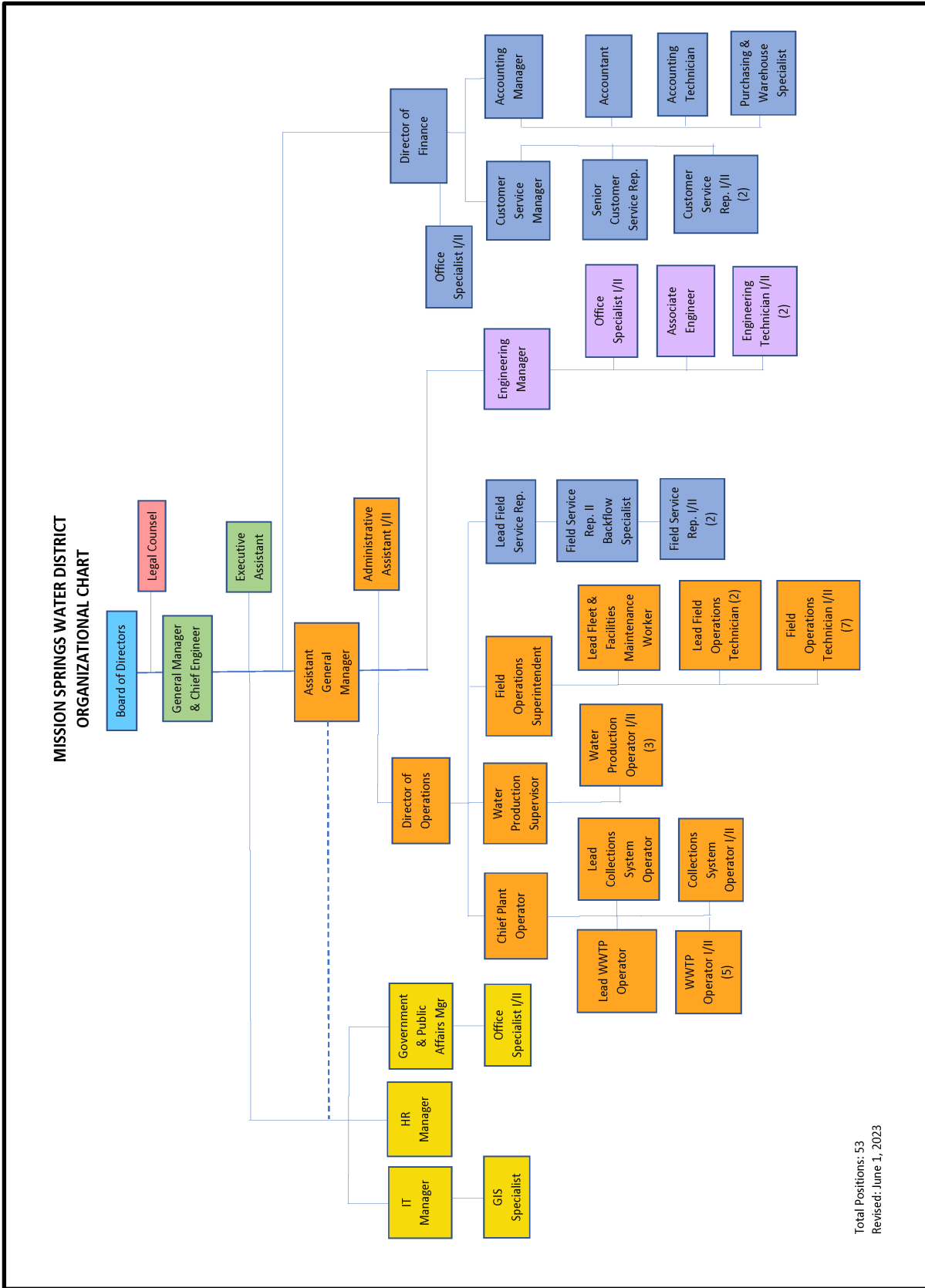
Designated Funds are a strong indicator of an agency’s financial health. MSWD’s Designated Funds Policy is sometimes referred to as a Reserve Policy and was designed to ensure the District has adequate funds to protect its financial health following a natural disaster.

The policy does not specifically state a target amount but staff has established an internal target approach in its Long-Range Financial Plan to fund the District’s Designated Funds. The target amounts are based on District’s fixed asset depreciation expense, allocating half of the annual expense for any given fiscal year. The sum of all the core components provide an overall target amount that serves as a trigger for the Board of Directors to consider options when funding levels fall near or below the overall target.

SOURCE OF REVENUE

MSWD primarily receives its source of revenue from water and wastewater services, and water sales for residential, commercial, industrial and irrigation customers. Water and Wastewater Services totaled \$10.5 million for the fiscal year ending June 30, 2023, while water sales amounted to \$8.6 million for the same period. More detailed information regarding the District’s revenues is presented in the Statement of Revenues, Expenses, and Changes in Net Position for the Fiscal Year Ended June 30, 2023.

ORGANIZATIONAL CHART



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Financial Section

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Independent Auditor's Report

Members of the Board of Directors
Mission Springs Water District
Desert Hot Springs, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Mission Springs Water District (District) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the District, as of June 30, 2023, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America, as well as accounting systems prescribed by the California State Controller's office and state regulations governing special districts.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, issued by the Comptroller General of the United States, and the State Controller's *Minimum Audit Requirements for California Special Districts*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 to the financial statements, in the year ended June 30, 2023, the District adopted the provisions Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the District's basic financial statements. The supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections of the Annual Comprehensive Financial Report but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated **March XX 2024**, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California

March XX, 2024

*Mission Springs Water District***Management's Discussion and Analysis
For the fiscal year ended June 30, 2023**

The following Management's Discussion and Analysis (MD&A) provides an overview of the financial performance and activities of the Mission Springs Water District (District) for the fiscal year ended June 30, 2023. We encourage readers to consider the information presented here in conjunction with the basic financial statements and related notes, which follow this section.

Overview of the Basic Financial Statements

The District is a utility enterprise and presents its financial statements using the economic resources measurement focus and the full accrual basis of accounting. The District's basic financial statements include the statement of net position, statement of revenues, expenses, and changes in net position and statement of cash flows. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

The statement of net position presents information on all the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of revenues, expenses, and changes in net position presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are recognized on the accrual basis.

The statement of cash flows is related to the other financial statements by the way it links changes in assets and deferred outflows of resources and liabilities and deferred inflows of resources to the effect on cash and cash equivalents over the course of the fiscal year.

The notes to the financial statements provide useful information regarding the District's significant accounting policies, and they explain significant account balances and activities, certain material risks, obligations, commitments, contingencies and subsequent events, if any.

Financial Highlights

- The assets and deferred outflows of resources of the District exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$210,237,859 (net position). Of this amount, \$67,489,132 represents unrestricted net position, which stands for net position available for designation by the board.
- The District's total net position increased \$38,367,661 from the prior fiscal year attributable to the Nancy Wright Regional Water Reclamation Facility (RWRF) grant.

*Mission Springs Water District***Management's Discussion and Analysis
For the fiscal year ended June 30, 2023****Financial Analysis of the District**

The statement of net position and the statement of revenues, expenses, and changes in net position provide an indication of the District's financial health. It provides a basis for evaluating the capital structure and assessing the liquidity and financial flexibility of the District.

The following tables summarize the District's financial condition and the changes in its net position for the past two years.

Statements of Net Position**Consolidated Statements of Net Position**

	June 30		Change	
	2023 (in thousands)	2022 (in thousands)	Dollars (in thousands)	Percentage
Assets				
Current and other noncurrent assets	\$ 85,301	\$ 59,264	\$ 26,037	44%
Restricted assets	1,637	303	1,334	440%
Capital assets, net	163,768	135,492	28,276	21%
Total assets	<u>250,706</u>	<u>195,059</u>	<u>55,647</u>	29%
Deferred outflows of resources	<u>3,609</u>	<u>1,629</u>	<u>1,980</u>	122%
Liabilities				
Current liabilities	12,947	8,830	4,117	47%
Noncurrent liabilities	30,169	11,594	18,575	160%
Total liabilities	<u>43,116</u>	<u>20,424</u>	<u>22,692</u>	111%
Deferred inflows of resources	<u>961</u>	<u>4,394</u>	<u>(3,433)</u>	-78%
Net position				
Net investment in capital assets	141,112	127,859	13,253	10%
Restricted	1,637	303	1,334	440%
Unrestricted	67,489	43,708	23,781	54%
Total net position	<u>\$ 210,238</u>	<u>\$ 171,870</u>	<u>\$ 38,368</u>	22%

As shown above, the District's total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$210.2 million and \$171.9 million as of June 30, 2023 and 2022, respectively, an increase in net position of \$38.4 million between 2023 and 2022.

*Mission Springs Water District***Management's Discussion and Analysis
For the fiscal year ended June 30, 2023****Statements of Revenues, Expenses and Changes in Net Position**

The statement of revenues, expenses and changes in net position provide information on the nature and sources of these changes. For the fiscal years ended June 30, 2023 and 2022, the District's net position increased by \$38.4 million and \$10.3 million, respectively, as shown by the table below.

Condensed Statements of Revenues, Expenses and Changes in Net Position

	Year ended June 30		Change	
	2023 (in thousands)	2022 (in thousands)	Dollars (in thousands)	Percentage
Operating revenue				
Sales	\$ 8,568	\$ 9,180	\$ (612)	-7%
Services	10,559	9,983	576	6%
Other operating revenue	3,358	3,712	(354)	-10%
Total operating revenue	22,485	22,875	(390)	-2%
Total operating expenses	20,125	18,787	1,338	7%
Operating income	2,360	4,088	(1,728)	-42%
Property taxes and special assessments	3,296	2,660	636	24%
Investment earnings, other	873	(566)	1,439	-254%
Grants	32,445	98	32,347	33007%
Net nonoperating revenues	36,614	2,192	34,422	1570%
Interest expense	501	266	235	88%
Other	156	-	156	100%
Net nonoperating expenses	657	266	391	147%
Income before contributions	38,317	6,014	32,303	537%
Capital contributions	51	4,351	(4,300)	-99%
Change in net position	38,368	10,365	\$ 28,003	270%
Net position, beginning of year	171,870	161,505		
Net position, end of year	\$ 210,238	\$ 171,870		

Operating Revenues

Fiscal year 2022/2023 saw an decrease in operating revenue of 2%. This was due primarily to the decrease in sales, as we continue to see a decrease in water consumption due to the State's stringent drought restrictions. While total operating expenses increased by 7%, a net operating income of \$2.3 million was accomplished.

Nonoperating Revenues/Expenses and Capital Contributions

Net nonoperating revenue increased 1,570% over the prior year attributable to the RWRF grant received from the State Water Resource Board, covering 100% of the project's expenses.

Capital contributions decreased by 99% from the prior year. This is attributable to the required one time payment from a developer to increase capacity for a sponsored well construction project in the prior fiscal year.

*Mission Springs Water District***Management's Discussion and Analysis
For the fiscal year ended June 30, 2023****Capital Asset Administration**

The District's investments in capital assets, net of accumulated depreciation, as of June 30, 2023 and June 30, 2022 were as follows:

	June 30		Change	
	2023 (in thousands)	2022 (in thousands)	Dollars (in thousands)	Percentage
Land and other land rights	\$ 1,377	\$ 1,376	\$ 1,000.00	0%
Construction in progress	50,804	22,090	28,714	130%
Building and improvements	4,250	4,285	(35)	-1%
Utility plant	104,471	105,209	(738)	-1%
Furniture and equipment	1,370	1,288	82	6%
Other assets	657	1,243	(586)	-47%
Right-to-use leases	648	334	314	94%
Right-to-use subscriptions	191	-	191	100%
Net capital assets	<u>\$ 163,768</u>	<u>\$ 135,825</u>	<u>\$ 27,943</u>	21%

For more information regarding the District's capital assets, please refer to note 4 of the notes to financial statements.

Categories of Net Position

The District is required to present its net position in three categories: Net investment in capital assets, Restricted, and Unrestricted.

Net Investment in Capital Assets

At June 30, 2023, the amount the District had invested in capital assets, net of related debt was \$141.1 million. This balance was obtained by combining land of \$1.4 million, construction in progress of \$50.8 million, and capital assets in service, net of accumulated depreciation of \$111.5 million and minus long-term liabilities of \$22.7 million.

Restricted Net Position – Debt Reserve

The District's restricted net position of \$1.6 million, consists of a debt reserve fund required by a project financed agreement with the California State Water Resources Control Board and held retention for construction in progress projects.

Unrestricted Net Position

The District had unrestricted Net Position of \$67 million at June 30, 2023. The Board of Directors has designated \$43.4 million of unrestricted net position to capital reserve for the future replacement, and major repairs, of infrastructure of the District. The board has also designated \$150 thousand of unrestricted net position for the purpose of self-insuring the District against any claims made against the District.

*Mission Springs Water District***Management's Discussion and Analysis
For the fiscal year ended June 30, 2023****Long-term Liabilities**

	June 30		Change	
	2023 (in thousands)	2022 (in thousands)	Dollars (in thousands)	Percentage
Special Assessment Bond - Assessment District #4	\$ -	\$ 4	\$ (4)	-100%
Special Assessment Bond - Assessment District #7	31	45	(14)	-31%
COP - U.S. Department of Agriculture - 2001	230	238	(8)	-3%
Installment sale agreement - City National Bank - 2017	969	1,226	(257)	-21%
Installment sale agreement - Holman Capital Corporation	197	213	(16)	-8%
SWRCD - Assessment District #12, Phase IV	2,927	3,160	(233)	-7%
Installment sale agreement - City National Bank - 2013	777	835	(58)	-7%
Installment sale agreement - BBVA Compass Bank - 2014	1,790	1,911	(121)	-6%
Installment Purchase Agreement Well Fargo - 2023	15,000	-	15,000	100%
Total notes payable	6,921	7,632	(711)	-9%
Lease liability	588	335	253	76%
Subception liability	146	-	146	100%
Total long-term liabilities	\$ 7,509	\$ 7,967	\$ (458)	-6%

For more information regarding the District's long-term liabilities, please refer to note 6 of the notes to financial statements.

Water Rates and Other Charges

On June 19, 2023, the Board of Directors approved a contract with Raftelis Financial Consultants, Inc. (Raftelis) for a Long Range Financial Master Plan and Cost of Services Study. This will allow the District to review current rates in relation to the actual costs of providing water and sewer services. The last Board of Directors adopted five-year increase was effective March 1, 2016, and January 1, 2017, 2018, 2019 and 2020. Information related to this rate action as well as other information about the District's rates can be found on the District website.

Requests for Information

This financial report is designed to provide the District's funding sources, customers, stakeholders and other interested parties with an overview of the District's financial operations and overall financial condition. Should the reader have questions regarding the information included in this report or wish to request additional financial information, please contact the District's Director of Administrative Services at 66575 Second Street, Desert Hot Springs, CA 92240.

Basic Financial Statements

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Mission Springs Water District

Statement of Net Position
June 30, 2023

	Water	Sewer	Total
ASSETS			
Current assets:			
Cash and investments (note 2)	\$ 35,288,358	\$ 6,176,312	\$ 41,464,670
Receivables:			
Accounts	2,627,523	412,312	3,039,835
Grants	-	32,378,800	32,378,800
Other	634,886	64,877	699,763
Taxes	59,941	31,897	91,838
Assessments	-	609,785	609,785
Leases, current portion (note 3)	52,398	24,230	76,628
Prepaid expenses	103,826	47,050	150,876
Inventory	439,450	178,787	618,237
Note receivable, current portion	10,635	-	10,635
Total current assets	<u>39,217,017</u>	<u>39,924,050</u>	<u>79,141,067</u>
Restricted assets:			
Cash and investments (note 2)	-	1,637,145	1,637,145
Total restricted assets	<u>-</u>	<u>1,637,145</u>	<u>1,637,145</u>
Noncurrent assets:			
Capital assets, not being depreciated (note 4)	7,369,014	44,812,427	52,181,441
Capital assets, net of depreciation/amortization (note 4)	57,478,597	54,107,770	111,586,367
Note receivable, net of current portion	21,593	-	21,593
Lease receivable, net of current portion (note 3)	259,521	121,219	380,740
Assessments receivable, net of current portion	-	5,757,966	5,757,966
Total noncurrent assets	<u>65,128,725</u>	<u>104,799,382</u>	<u>169,928,107</u>
Total assets	<u>104,345,742</u>	<u>146,360,577</u>	<u>250,706,319</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related (note 7)	2,547,472	1,061,611	3,609,083
Total deferred outflows of resources	<u>2,547,472</u>	<u>1,061,611</u>	<u>3,609,083</u>

The accompanying notes are an integral part of these financial statements.

Mission Springs Water District

Statement of Net Position
June 30, 2023

	(continued)		
	Water	Sewer	Total
LIABILITIES			
Current liabilities:			
Accounts payable	\$ 4,584,055	\$ 3,354,182	\$ 7,938,237
Accrued liabilities	264,948	233,112	498,060
Customer deposits	396,140	-	396,140
Advance construction deposits	66,001	2,533,455	2,599,456
Compensated absences, current portion	379,656	149,186	528,842
Long-term liabilities, current portion (note 6)	202,243	783,564	985,807
Total current liabilities	5,893,043	7,053,499	12,946,542
Noncurrent liabilities:			
Compensated absences, net of current portion	379,656	149,186	528,842
Long-term liabilities, net of current portion (note 6)	833,425	20,836,994	21,670,419
Net pension liability (note 7)	5,738,817	2,232,163	7,970,980
Total noncurrent liabilities	6,951,898	23,218,343	30,170,241
Total liabilities	12,844,941	30,271,842	43,116,783
DEFERRED INFLOWS OF RESOURCES			
Lease related (note 3)	300,147	140,093	440,240
Pension related (note 7)	337,500	183,020	520,520
Total deferred inflows of resources	637,647	323,113	960,760
NET POSITION			
Net investment in capital assets	63,811,943	77,299,639	141,111,582
Restricted	-	1,637,145	1,637,145
Unrestricted	29,598,683	37,890,449	67,489,132
Total net position (note 8)	\$ 93,410,626	\$ 116,827,233	\$ 210,237,859

The accompanying notes are an integral part of these financial statements.

Mission Springs Water District

**Statement of Revenues, Expenses, and Changes in Net Position
For the Fiscal Year Ended June 30, 2023**

	Water	Sewer	Total
OPERATING REVENUES			
Sales	\$ 8,567,815	\$ -	\$ 8,567,815
Services	2,927,992	7,631,064	10,559,056
Standby and availability	216,582	11,997	228,579
Backup facilities and front footage fees	680,774	590,266	1,271,040
Meter installations	167,762	-	167,762
Other	1,606,722	84,654	1,691,376
Total operating revenues	14,167,647	8,317,981	22,485,628
OPERATING EXPENSES			
Pumping	3,349,241	-	3,349,241
Transmission and distribution	2,138,374	-	2,138,374
Customer accounts	1,047,917	227,375	1,275,292
Sewage collection	-	337,078	337,078
Sewage treatment	-	2,418,715	2,418,715
Standby wages	92,758	95,760	188,518
Public affairs	758,581	284,312	1,042,893
General and administrative	3,204,175	1,444,621	4,648,796
Depreciation & amortization	2,839,973	1,885,102	4,725,075
Total operating expenses	13,431,781	6,693,301	20,125,082
Operating income	735,866	1,624,680	2,360,546
NONOPERATING REVENUES			
Property taxes - general purpose	1,715,314	1,018,872	2,734,186
Special assessments - debt service	-	561,676	561,676
Investment income, net	622,586	(53,081)	569,505
Grants	66,100	32,378,800	32,444,900
Other	272,074	31,206	303,280
Total nonoperating revenues	2,676,074	33,937,473	36,613,547
NONOPERATING EXPENSES			
Interest	27,299	473,599	500,898
Other	156,297	-	156,297
Total nonoperating expenses	183,596	473,599	657,195
Income before contributions	3,228,344	35,088,554	38,316,898
Capital contributions	22,528	28,235	50,763
Change in net position	3,250,872	35,116,789	38,367,661
Net position, beginning of year	90,159,754	81,710,444	171,870,198
Net position, end of year	\$ 93,410,626	\$ 116,827,233	\$ 210,237,859

The accompanying notes are an integral part of these financial statements.

Mission Springs Water District

Statement of Cash Flows
For the Fiscal Year Ended June 30, 2023

	Water	Sewer	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers	\$ 14,179,804	\$ 7,767,795	\$ 21,947,599
Cash payments to suppliers for goods and services	(4,326,777)	(1,093,697)	(5,420,474)
Cash payments for employees for services	(4,868,228)	(2,127,401)	(6,995,629)
Net cash operating activities	4,984,799	4,546,697	9,531,496
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Cash received from property taxes - general purpose	1,694,146	1,007,281	2,701,427
Cash received from grants	-	46,337	46,337
Net cash provided by noncapital financing activities	1,694,146	1,053,618	2,747,764
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Cash received from special assessments - debt service	-	1,266,308	1,266,308
Cash received from note receivable	15,896	-	15,896
Acquisition and construction of capital assets	(1,773,726)	(30,511,190)	(32,284,916)
Principal retirement of long-term debt	(23,814)	14,313,619	14,289,805
Payments on leased assets	(178,287)	(54,720)	(233,007)
Payments on subscription assets	(43,770)	(19,443)	(63,213)
Interest paid on long-term debt	(27,299)	(473,599)	(500,898)
Net cash provided by (used for) capital and related financing activities	(2,031,000)	(15,479,025)	(17,510,025)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest received on investments	897,841	40,233	938,074
Change in fair value	(275,255)	(93,314)	(368,569)
Net cash (used for, provided by) investing activities	622,586	(53,081)	569,505
Net change in cash and investments	5,270,531	(9,931,791)	(4,661,260)
Cash and investments, beginning of year	30,017,827	17,745,248	47,763,075
Cash and investments, end of year	\$ 35,288,358	\$ 7,813,457	\$ 43,101,815
RECONCILIATION TO STATEMENT OF NET POSITION			
Cash and investments	\$ 35,288,358	\$ 6,176,312	\$ 41,464,670
Restricted cash and investments	-	1,637,145	1,637,145
Total cash and investments	\$ 35,288,358	\$ 7,813,457	\$ 43,101,815

The accompanying notes are an integral part of these financial statements.

Mission Springs Water District

Statement of Cash Flows
For the Fiscal Year Ended June 30, 2023, (Continued)

	Water	Sewer	Total
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income	\$ 735,866	\$ 1,624,680	\$ 2,360,546
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation and amortization	2,839,973	1,885,102	4,725,075
Other nonoperating income	272,074	31,206	303,280
Other nonoperating expense	(156,297)	-	(156,297)
Capital contributions	22,528	-	22,528
(Increase) decrease in assets and deferred outflows of resources:			
Receivables:			
Accounts	(272,975)	(61,135)	(334,110)
Prepaid expenses	(7,854)	(3,489)	(11,343)
Inventory	(34,585)	(15,364)	(49,949)
Deferred outflows of resources - pension related	(1,370,781)	(608,929)	(1,979,710)
Increase (decrease) in liabilities and deferred inflows of resources:			
Accounts payable	2,711,025	2,047,340	4,758,365
Accrued liabilities	(252,737)	(58,135)	(310,872)
Unearned revenue	(48,688)	-	(48,688)
Compensated absences	58,550	26,008	84,558
Customer deposits	39,218	-	39,218
Advance construction deposits	-	(520,257)	(520,257)
Net pension liability	2,770,625	1,230,769	4,001,394
Deferred inflows of resources - pension related	(2,321,143)	(1,031,099)	(3,352,242)
Net cash provided by operating activities	<u>\$ 4,984,799</u>	<u>\$ 4,546,697</u>	<u>\$ 9,531,496</u>

The accompanying notes are an integral part of these financial statements.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES***Description of the entity***

Mission Springs Water District (District), formerly called Desert Hot Springs Water District, was formed in 1953. The District operates under the authority of the California Water Code. Mission Springs Water District is located in the Coachella Valley of Southern California, ten miles north of the City of Palm Springs. The boundaries encompass an area of 135 square miles, within which the District maintains and operates pipelines, 14 water wells, 24 reservoirs, and 2 wastewater treatment plants. The primary service area is the City of Desert Hot Springs.

Blended component unit

The Mission Springs Water District Improvement Corporation (Corporation) was created in April of 1985 by a joint exercise of powers agreement for the purpose of acquiring, constructing, rehabilitating, financing and refinancing, or providing for the sale of leasing of public capital improvements. The Corporation is governed by a board composed of the District's board of directors. The corporation has issued debt which is secured solely from installment payments payable under and installment purchase agreement entered into by the District and the Corporation. All accounts and funds created and established pursuant any instrument or agreement to which the Corporation is a party, and any interest earned and accrued thereon, shall incur to the benefit of the District. Separate financial statements are not prepared for the Corporation. It is reported as a blended component unit.

Fund classifications

Mission Springs Water District is comprised of the following major enterprise funds:

Water Fund – Used to account for activities associated with serving 13,882 water accounts, of which 95% are residential customers.

Sewer Fund – Used to account for activities associated with providing sewage collection, treatment and disposal services to 9,713 customer accounts, of which 94% are residential customers.

Measurement focus, basis of accounting and financial statement presentation

The District operates as a utility enterprise fund and its financial statements have been prepared using the economic measurement focus and the accrual basis of accounting, in conformity with generally accepted accounting principles (GAAP) and the Uniform Systems of Accounts for Utility Districts as prescribed by the Controller of the State of California. Under this basis of accounting and measurement focus, revenues are recognized when they are earned and expenses are recognized when they are incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they were levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the providers have been met. The District has elected to follow all pronouncements of the Governmental Accounting Standard's Board (GASB).

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)***Use of estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and changes therein, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Cash and cash equivalents

For purposes of the statement of cash flows, cash and cash equivalents have been defined as deposits and highly liquid investments with an original maturity of 90 days or less at the date of purchase.

Investments

Investments with a maturity of less than one year when purchased, non-negotiable certificates of deposit, and other nonparticipating investments are stated at amortized cost. Investments with a maturity of greater than one year when purchased are stated at fair value. Fair value is the price that would be received to sell an investment in an orderly transaction at a given point in time.

The State Treasurer's Investment Pool (Pool) is managed by the State, Office of the Treasurer, which allows certain types of governments within the state to pool their funds for investment purposes. Investments in the Pool are valued at the Pool's share price, the price at which the investments could be sold.

Allowance for doubtful accounts

The District recognizes bad debt expense relating to receivables when it is probable that the accounts will be uncollectible. As of June 30, 2023, all receivables were deemed collectible.

Prepaid expenses

Certain payments to vendors reflect costs or deposits applicable to future accounting periods and are recorded as prepaid expenses in the financial statements.

Inventory

Inventories are valued at cost which approximates market, using the first in/first-out method. The costs of the inventories are recorded as expenses when used (consumption method). Inventory of material and supplies consisted of meters, valves, pipes, repair parts, gasoline, and supplies.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)***Restricted assets***

Certain proceeds of debt issues, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants. Unspent developer deposits are classified as restricted assets on the statement of net position.

Assessments receivable

The District has issued long-term debt to finance capital improvement projects and has secured these debts by placing a lien on the assessed properties. The aggregate of the property liens has been recorded as an assessment receivable on the statement of net position. As of June 30, 2022, the assessment receivable for these liens was \$6,367,751 and the balance of special assessments that was delinquent was \$112,802. As of June 30, 2023, all assessment receivables were deemed collectible.

Capital assets and depreciation

Capital assets are recorded at cost. If applicable, donated assets are stated at acquisition value on the date donated. The provision for depreciation is computed using the straight-line method over the estimated service lives of the capital assets. The District uses differing capitalization thresholds for the classes of assets based on materiality. The District's policy is to review for capitalization those expenditures greater than \$10,000 that have a useful life of more than one year. Estimated service lives for District's classes of assets are as follows:

Building and improvements	5 - 40 years
Utility plant	5 - 75 years
Furniture and equipment	5 - 25 years
Other assets	5 - 10 years
Intangible utility plant	5 - 25 years

Deferred outflows/inflows of resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial element, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The District has one item, deferred outflows related to pension, which qualifies for reporting in this category.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until then. The District has two items, deferred inflows related to leases and pension, which qualify for reporting in this category.

Mission Springs Water District

**Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

Net position

Net position is categorized as follows:

Net investment in capital assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation reduced by the outstanding debt or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted – This component of net position consists of constraints placed on resources through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of net position consists of resources that do not meet the definition of “restricted” or “net investment in capital assets.”

Flow Assumption for Net Position

Sometimes the District will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government’s policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Pension

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan’s fiduciary net position have been determined on the same basis. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)***Compensated absences***

The District's policy is to permit employees to accumulate a limited amount of earned vacation and sick leave. Accumulated vacation time is accrued at year-end to account for the District's obligation to the employees for the amount owed. It is management's belief that the majority of the obligation will be utilized during the course of the next fiscal year. Vacation pay is payable to employees at the time a vacation is taken, cashed out, or upon termination of employment. Normally, an employee cannot accrue more vacation than the total hours accrued in the prior twenty-four-month period each year. Sick leave is payable when an employee is unable to work because of illness of an employee or employee's family member. An employee may not accumulate more than six hundred ninety-six hours of sick leave.

Unearned revenue

Unearned revenue in accrual-based statements arises when resources are received by the District before it has a legal claim to them (i.e. when grant monies are received prior to the incurrence of qualifying expenses).

Operating and nonoperating activities

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water fund and sewer fund are charges to customers for sales and services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

Contributions for capital acquisitions/construction

Contributions for capital acquisitions/construction represent cash and capital asset additions contributed to the District by federal, state, and local granting agencies or by developers.

Property taxes

The County bills and collects property taxes on behalf of the District and numerous assessment districts. The District's current year tax collection is received through periodic apportionments from the County. The County's tax calendar is from July 1 to June 30. Property taxes attach as a lien on the property on January 1. Taxes are levied on July 1 and are payable in two equal installments on November 1 and February 1, and become delinquent after December 10 and April 10, respectively.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023****NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)*****New Accounting Pronouncements***

The District implemented the provisions of Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements Activities (SBITA)*. The primary objective of this statement is to improve guidance regarding the identification of subscriptions activities for accounting and financial reporting purposes and how those activities should be reported in the financial statements.

NOTE 2: CASH AND INVESTMENTS

Cash and investments are presented in the accompanying financial statements as follows:

Cash and investments	\$ 41,464,670
Restricted cash and investments	<u>1,637,145</u>
Total cash and investments	<u><u>\$ 43,101,815</u></u>

Cash and investments as of June 30, 2023 consist of the following:

Petty cash	\$ 1,100
Demand deposits	12,350,874
Investments	<u>30,749,841</u>
Total cash and investments	<u><u>\$ 43,101,815</u></u>

Investment policy

The District's investment policy outlines the guidelines required to be used in effectively managing the District's available cash in accordance with the California Government Code. To address interest rate risk, the District's existing policy limits the maturity of investments to five years. To mitigate credit risks associated with its investments, the District's investment policy limits investments to large institutions and requires diversification to ensure that failure of one issuer will not significantly affect the District's cash flow.

Interest rate risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with the investment policy, the District manages its exposure to declines in fair values by limiting the maximum maturity length of investments to five years.

Mission Springs Water District

Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 2: CASH AND INVESTMENTS, (CONTINUED)

Interest rate risk (continued)

Maturities of investments at June 30, 2023, were as follows:

Investment type	Total	Remaining maturing (in months)			
		12 Months or Less	13 to 36 Months	37 to 60 Months	More than 60 Months
Investment Trust of California (CalTRUST)	\$ 30,749,841	\$ 9,303,633	\$ 21,446,208	\$ -	\$ -
Total	\$ 30,749,841	\$ 9,303,633	\$ 21,446,208	\$ -	\$ -

Concentration of credit risk

A concentration of credit risk is the risk of loss attributable to the magnitude of the District's investment in a single issuer. The District's investment policy contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. As of June 30, 2023, there were no investments in any one issuer (other than U.S. Treasury securities, agency funds, corporate funds, and external investment pools) that represent 5% or more of total District investments.

Custodial credit risk

Custodial credit risk is the risk that the District will not be able to (a) recover deposits if the depositor financial institution fails, or (b) recover the value of investments or collateral securities that are in the possession of an outside party if the counterparty to the investment or deposit transaction fails.

Deposits

The California Government Code requires California banks and savings and loan associations to secure a local governmental agency's (agency) deposits by pledging government securities as collateral. The market value of pledged securities must equal at least 110% of an agency's deposits. California law also allows financial institutions to secure an agency's deposits by pledging first trust deed mortgage notes having a value of 150% of an agency's total deposits. The agency may waive collateral requirements for deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a financial institution with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 2: CASH AND INVESTMENTS, (CONTINUED)***Custodial credit risk, (continued)***Deposits (continued)

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. At June 30, 2023, the District deposits (bank balances) were collateralized under California Law.

Investments

The California Government Code authorizes the District to invest in obligations of the United States Treasury, agencies, and instrumentalities, prime commercial paper, bankers' acceptances, repurchase and reverse repurchase agreements, financial futures or financial option contracts, negotiable certificates of deposit, obligations of the State of California, and, obligations of local agencies within California.

Investments are exposed to custodial credit risk if they are uninsured, unregistered and held by either a counterparty or the counterparty's trust department or agent but not in the government's name.

Credit risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District's investment policy limits eligible investments to large institutions. As of June 30, 2023, District had its investments in CalTrust.

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investments in CalTrust are not subject to minimum legal ratings and credit risk disclosures.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 2: CASH AND INVESTMENTS, (CONTINUED)***Fair value measurements***

Generally accepted accounting principles establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; while Level 3 inputs are significant unobservable inputs.

- Level 1 inputs are quoted prices for identical assets or liabilities in active markets that the government can access at the measurement date.
- Level 2 inputs include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.
- Level 3 inputs are unobservable inputs for an asset or liability.

Deposits and withdrawals in governmental investment pools, such as CalTrust, are made on the basis of \$1 and not fair value. Accordingly, the District's investments in CalTrust are not subject to the fair value hierarchy.

Participation in external investment pools

The District is a voluntary participant in the Investment Trust of California (CalTRUST), which is a Joint Powers Authority governed by a Board of Trustees made up of local treasurers and investment officers. The Board of Trustees sets overall policy for CalTRUST and selects and supervises the activities of the Investment Manager and other agents. As of June 30, 2023, the District's investment in CalTRUST is \$30,749,841, of which \$2,651,882 was invested in the Liquidity funds pool, \$6,651,751 in the Short-term pool, and \$21,446,208 in the Medium-term pool. Amounts that may be withdrawn from the Money Market Fund are based upon the fund's assets valued using the amortized cost method. Amounts that may be withdrawn from the Short-term and Medium-term pools are based on the net asset value per share and the number of shares held by participants in each pool.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 3: LEASES RECEIVABLE

The District has entered into leases as a Lessor for the use of cell towers, for a period of 61 to 112 months. The initial lease receivables were recorded in the range between \$130,352 to \$242,338. The lessee is required to make monthly fixed payments in the range between \$1,989 to \$2,284. The leases have an interest rate in the range between 0.638% to 1.187%. The cell towers have a range of 1 to 4 extension options, each for 60 months.

Total lease receivable, deferred inflow of resources and revenue recognized at June 30, 2023 were \$457,368, \$440,240 and \$80,882, respectively.

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Mission Springs Water District

Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023
NOTE 4: CAPITAL ASSETS

Changes in capital assets for the year ended June 30, 2023 were as follows:

	Beginning balance	Increases	Decreases	Ending balance
Capital assets, not being depreciated				
Land and other land rights	\$ 1,376,497	\$ 1,000	\$ -	\$ 1,377,497
Construction in progress	22,089,659	33,217,987	(4,503,702)	50,803,944
Total capital assets, not being depreciated	23,466,156	33,218,987	(4,503,702)	52,181,441
Capital assets, depreciable/amortizable:				
Buildings and improvements	5,960,668	157,026	-	6,117,694
Utility plant	177,140,005	3,041,930	-	180,181,935
Furniture and equipment	5,152,678	405,836	(406,470)	5,152,044
Other assets	1,888,785	-	-	1,888,785
Right-to-use leases	452,019	479,034	-	931,053
Right-to-use subscriptions	-	209,082	-	209,082
Total capital assets, being depreciated	190,594,155	4,292,908	(406,470)	194,480,593
Less accumulated depreciation/amortization :				
Buildings and improvements	(1,675,702)	(192,218)	-	(1,867,920)
Utility plant	(71,930,639)	(3,780,071)	-	(75,710,710)
Furniture and equipment	(3,864,477)	(317,349)	399,544	(3,782,282)
Other assets	(980,095)	(251,985)	-	(1,232,080)
Right-to-use leases	(117,782)	(165,320)	-	(283,102)
Right-to-use subscriptions	-	(18,132)	-	(18,132)
Total accumulated depreciation	(78,568,695)	(4,725,075)	399,544	(82,894,226)
Total capital assets being depreciation/amortization, net	112,025,460	(432,167)	(6,926)	111,586,367
Total capital assets, net	\$ 135,491,616	\$ 32,786,820	\$ (4,510,628)	\$ 163,767,808

Depreciation and amortization expense for the year ended June 30, 2023 was as follows:

Water	\$ 2,839,973
Sewer	1,885,102
Total depreciation/amortization Expense	<u>\$ 4,725,075</u>

Mission Springs Water District

Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023
NOTE 5: COMPENSATED ABSENCES

Changes in compensated absences for the year ended June 30, 2023 were as follows:

Balance at beginning of year	\$ 973,126
Earned by employees	591,396
Paid to employees	(506,838)
Balance at end of year	<u>1,057,684</u>
Less current portion	<u>528,842</u>
Long-term portion	<u>\$ 528,842</u>

NOTE 6: LONG-TERM DEBT

The following is a summary of changes in long-term debt for the year ended June 30, 2023:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Direct Borrowings:					
Notes payable:					
Special Assessment Bond - Assessment District #4	\$ 4,000	\$ -	\$ (4,000)	\$ -	\$ -
Special Assessment Bond - Assessment District #7	45,000	-	(14,000)	31,000	15,000
COP - U.S. Department of Agriculture - 2001	238,001	-	(8,200)	229,801	8,600
Installment sale agreement - City National Bank - 2017	1,225,518	-	(256,305)	969,213	263,792
Installment sale agreement - Holman Capital Corporation	212,753	-	(15,613)	197,140	16,274
SWRCB - Assessment District #12, Phase IV	3,160,201	-	(232,985)	2,927,216	238,111
Installment sale agreement - City National Bank - 2013	835,463	-	(58,182)	777,281	60,592
Installment sale agreement - BBVA Compass Bank - 2014	1,911,344	-	(120,910)	1,790,434	125,733
Installment Purchase Agreement Well Fargo - 2023	-	15,000,000	-	15,000,000	-
Total notes payable	7,632,280	15,000,000	(710,195)	21,922,085	728,102
Lease liabilities	334,915	413,134	(159,777)	588,272	197,687
Subscription liabilities	-	209,082	(63,213)	145,869	60,018
Total long-term liabilities	<u>\$ 7,967,195</u>	<u>\$ 15,622,216</u>	<u>\$ (933,185)</u>	<u>\$ 22,656,226</u>	<u>\$ 985,807</u>

Assessment District #4 Special Assessment Bonds, Series R-1 (direct borrowing)

On February 15, 1983, the District issued special assessment bonds for \$88,200 for the construction of District improvements. The interest rate on the bonds is 11.375% per annum. Interest on the bonds is payable semi-annually on January 2 and July 2. Principal matures July 2 of each year through 2022. This note was paid off during the fiscal year.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 6: LONG-TERM DEBT, (CONTINUED)***Assessment District #7 Special Assessment Bonds (direct borrowing)***

On February 28, 1985, the District issued special assessment bonds for \$222,200 to aid in financing a sewage collection system for Assessment District #7. The interest rate on the bonds is 7.25% per annum. Interest on the bonds is payable semi-annually on January 2 and July 2. Principal matures July 2 of each year through 2024.

Certificates of Participation – United States Department of Agriculture (direct borrowing)

On July 3, 2001, the District entered into a loan agreement with the U.S.D.A. and a Certificate of Participation (COP) was issued for \$348,000 to improve waterlines in Improvement District "E". The interest rate on the COP is 4.50% per annum. Interest on the COP is payable semi-annually on February 1 and August 1. Principal matures February 1 of each year through 2041.

Assessment District #12, Phase I and Phase II – Refinance (direct borrowing)

On June 26, 2006, the District entered into an installment sale agreement with La Salle National Bank in the amount of \$2,200,000. The proceeds from this contract were used to purchase Assessment Districts #12 bonds totaling \$1,630,024. The bond proceeds were used for Assessment District #12, phase I costs.

On September 21, 2007, the District entered into an installment sale agreement with La Salle National Bank in the amount of \$1,600,000. The proceeds from this contract were used to purchase Assessment Districts #12 bonds totaling \$1,329,530. The bond proceeds were used for Assessment District #12, phase II costs.

On December 22, 2017, the District entered into a loan agreement with City National Bank in the amount of \$2,395,013. The proceeds from this contract were used to pay off the Phase I and II La Salle National Bank loans in the amount of \$1,309,488 and \$1,019,315, respectively. The interest rate on the loan agreement is 2.90% per annum. Principal and interest on the bonds is payable semi-annually on March 21 and September 21. Principal matures through September 21, 2027.

Installment Purchase Agreement (direct borrowing)

In August 2022, the District, and the State Water Resources Control Board (Water Board) executed Funding Agreement No. D2101054, to fund the construction of the Reclamation Facility. This is an expense reimbursement agreement that will cover 100% of the Reclamation Facility's costs. Construction began in January of 2022, with a current accumulated cost of approximately \$17.7 million. The interest rate on the loan agreement is 3.99% per annum. Principal is due in full at maturity and interest is payable monthly. Principal matures through January 24, 2025.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 6: LONG-TERM DEBT, (CONTINUED)***Assessment District #12, Phase I and Phase II – Refinance (direct borrowing), (continued)***

The outstanding loan agreement with City National Bank contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if the pledged revenues during each fiscal year are less than 115 percent of debt service coverage due in the following fiscal year and (b) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) if the District files a petition in bankruptcy, or failure by the District to promptly lift any execution, garnishment or attachment, or adjudication of the District as bankrupt, or assignment by the District for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

Mission Creek – 80 Acres (direct borrowing)

On June 21, 2013, the District entered into an installment sales agreement with Holman Capital Corporation in the amount of \$328,000. The proceeds were used to purchase 80 acres of land for future water system improvements. The interest rate on the installment sales agreement is 4.19% per annum. Interest on the bonds is payable semi- annually on June 7 and December 7. Principal matures on June 7 and December 7 of each year through June 7, 2033.

The outstanding installment sales agreement with Holman Capital Corporation contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) if the District violates any applicable rule, regulation, law, statute or ordinance applicable to the District or the Water System or the Parity Debt that could lead to a breach under the subsections (a) and/or (b) and that are not cured.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 6: LONG-TERM DEBT, (CONTINUED)***State Water Resources Control Board – State Revolving Fund Assessment District #12, Phase IV (direct borrowing),***

In August 2012 (and later amended in January 2013), the District entered into a financing agreement with the California State Water Resources Control Board (CSWRCB) for a total amount of \$9,957,921 for the purpose of financing Assessment District #12, Phase 3 costs. This program is a loan from the Clean State Revolving Fund (SRF) of which 50% of the principal amount was forgiven. This was made possible through Federal Environmental Protection Agency funds granted to SRF. The interest rate on the loan is 2.2% with principal and interest payments due annually on January 31 beginning in 2015, final payment is due January 31, 2034.

In the event of a termination, the District has agreed, upon demand, to immediately repay to the State Water Board an amount equal to installment payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the District to the date of full repayment by the District.

Assessment District #12, Phase V (direct borrowing)

On December 19, 2013, the District entered into an installment sales agreement with City National Bank in the amount of \$1,215,000. The proceeds were used to purchase Assessment District #12 bonds totaling \$1,096,329 for phase V costs. The interest rate on the installment sales agreement is 4.10% per annum. Interest on the bonds is payable semi-annually on March 2 and September 2. Principal matures on March 2 and September 2 of each year through 2029.

The outstanding installment sales agreement with City National Bank contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) If the District files a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the District or of the whole or any substantial part of its property; (4) if an event of default shall have occurred and be continuing with respect to any Parity Debt or Subordinate Debt which requires or permits the immediate acceleration thereof.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023****NOTE 6: LONG-TERM DEBT, (CONTINUED)*****Assessment District #12, Phase VI (direct borrowing)***

On November 1, 2014, the District entered into an installment sales agreement with BBVA Compass Bank in the amount of \$2,700,000. The proceeds were used to purchase Assessment District #12 bonds totaling \$2,582,000 for phase VI costs. The interest rate on the installment sales agreement is 3.95% per annum. Interest on the bonds is payable semi-annually on March 2 and September 2. Principal matures on March 2 and September 2 of each year through 2029.

The outstanding installment sales agreement with BBVA Compass Bank contains (a) a provision that if an event of default occurs and continues, the timing of repayment of outstanding amounts become immediately due if (1) the District is unable to make a payment; (2) the District fails to perform any of the agreements, covenants, or conditions required, and such default shall have continued for a period of thirty (30) days after the District has been given notice in writing of such default; (3) If the District files a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the District or of the whole or any substantial part of its property; (4) if an event of default shall have occurred and be continuing with respect to any Parity Debt or Subordinate Debt which requires or permits the immediate acceleration thereof.

The debt service requirements for the District's notes are as follows:

Year ended June 30,	Principal	Interest	Total
2024	\$ 728,102	\$ 808,925	\$ 1,537,027
2025	15,750,559	578,895	16,329,454
2026	756,891	166,025	922,916
2027	594,486	144,408	738,894
2028	559,719	126,133	685,852
2029 - 2033	1,990,099	204,324	2,194,423
2034 - 2038	1,490,329	116,696	1,607,025
2039 - 2043	51,900	4,743	56,643
Total	<u>\$ 21,922,085</u>	<u>\$ 2,150,149</u>	<u>\$ 24,072,234</u>

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023****NOTE 6: LONG-TERM DEBT, (CONTINUED)*****Leases liability***

The District has entered into leases as a Lessee for the use of various vehicles and equipment, for a period of 39 to 60 months. The initial lease liability were recorded in the range between \$9,261 to \$151,450. The District is required to make monthly fixed payments in the range between \$160 to \$3,637. As of June 30, 2023, the value of the lease liability is \$588,272. The leases have an interest rate in the range between 0.344% to 3.245%. The various vehicles and equipment have an estimated useful life in the range between 39 to 60 months as of the contract commencement. The value of the right to use asset as of June 30, 2023 is \$931,053 with accumulated amortization of \$283,102, which is detailed in Note 4.

Estimated future lease payable service requirements are as follows:

Year ended June 30,	Principal	Interest	Total
2024	\$ 197,687	\$ 10,752	\$ 208,439
2025	159,300	7,886	167,186
2026	98,464	5,259	103,723
2027	86,721	2,747	89,468
2028	46,100	549	46,649
Total	<u>\$ 588,272</u>	<u>\$ 27,193</u>	<u>\$ 615,465</u>

Leases liability

On July 1, 2022, the District entered into numerous subscriptions for the use of various intangible assets, which have a range between 18 and 37 months. The initial subscription liability was recorded in the range between \$6,052 and \$113,983. As of June 30, 2023, the value of the subscription liability is \$148,869. The District is required to make annual fixed payments in the range between \$6,200 to \$28,620. The subscriptions have an interest rate between 2.449% and 2.860%. The value of the right to use asset as of June 30, 2023 is \$209,082 with accumulated amortization of \$18,132, which is detailed in Note 4.

Year ended June 30,	Principal	Interest	Total
2024	\$ 60,018	\$ 4,147	\$ 64,165
2025	56,320	2,455	58,775
2026	29,531	845	30,376
Total	<u>\$ 145,869</u>	<u>\$ 7,447</u>	<u>\$ 153,316</u>

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 7: DEFINED BENEFIT PENSION PLAN**A. General information about the pension plan*****Plan description***

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan or PERF C) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under generally accepted accounting principles. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The District sponsors two miscellaneous rate plans. Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

Benefits provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

Mission Springs Water District

**Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 7: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

Benefits provided, (continued)

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

The Plan's provisions and benefits in effect at June 30, 2023 are summarized as follows:

Hire date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	52 - 67
Monthly benefits, as a % of eligible compensation	2.0% to 2.7%	1.426% to 2.000%
Required employer contribution rates	13.35%	7.47%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. For public agency cost-sharing plans covered by either the Miscellaneous or Safety risk pools, the Plan's actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2023 were \$1,105,654. The actual employer payments of \$970,494 made to CalPERS by the District during the measurement period ended June 30, 2022 differed from the District's proportionate share of the employer's contributions of \$1,081,904 by \$111,411, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 7: DEFINED BENEFIT PENSION PLAN, (CONTINUED)**B. Net pension liability**

The District's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability is measured as of June 30, 2022, using an annual actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

Actuarial methods and assumptions used to determine total pension liability

All other actuarial assumptions used in the June 30, 2021 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. The Experience Study report can be obtained at CalPERS' website, at www.calpers.ca.gov.

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry Age Actuarial Cost Method
Asset Valuation Method:	Market Value of Assets
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varied by Entry Age and Service
Mortality Rate Table ⁽¹⁾	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter.

(1) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

Long-term expected rate of return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023****NOTE 7: DEFINED BENEFIT PENSION PLAN, (CONTINUED)*****Long-term expected rate of return, (continued)***

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points.

The expected real rates of return by asset class are as follows:

Asset Class	Assumed Asset Allocation	Real Return^{1,2}
Global equity - cap-weighted	30.00%	4.54%
Global equity - non-cap-weighted	12.00%	3.84%
Private equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed securities	5.00%	0.50%
Investment grade corporates	10.00%	1.56%
High yield	5.00%	2.27%
Emerging market debt	5.00%	2.48%
Private debt	5.00%	3.57%
Real assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

¹ An expected inflation of 2.30% used for this period.

² Figures are based on the 2021 Asset Liability Management study.

Change of assumptions

Effective with the June 30, 2021, valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 7: DEFINED BENEFIT PENSION PLAN, (CONTINUED)***Discount rate***

The discount rate used to measure the total pension liability for PERF C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Subsequent events

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for fiscal year 2020-21. Based on the thresholds specified in CalPERS Funding Risk Mitigation policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate used for funding purposes of 0.20%, from 7.00% to 6.80%. Since CalPERS was in the final stages of the four-year Asset Liability Management (ALM) cycle, the board elected to defer any changes to the asset allocation until the ALM process concluded, and the board could make its final decision on the asset allocation in November 2021.

On November 17, 2021, the board adopted a new strategic asset allocation. The new asset allocation along with the new capital market assumptions, economic assumptions and administrative expense assumption support a discount rate of 6.90% (net of investment expense but without a reduction for administrative expense) for financial reporting purposes. This includes a reduction in the price inflation assumption from 2.50% to 2.30% as recommended in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study also recommended modifications to retirement rates, termination rates, mortality rates and rates of salary increases that were adopted by the board. These new assumptions will be reflected in the GASB 68 accounting valuation reports for the June 30, 2022, measurement date.

Pension plan fiduciary net position

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

Mission Springs Water District

Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023
NOTE 7: DEFINED BENEFIT PENSION PLAN, (CONTINUED)**C. Proportionate share of net pension liability**

The following table shows the Plan's proportionate share of the net pension liability over the measurement period.

	Increase (Decrease)		
	Plan Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Plan Net Pension Liability (c) = (a) - (b)
Balance at: 6/30/2021 (Valuation Date)	\$ 27,491,247	\$ 23,521,661	\$ 3,969,586
Balance at: 6/30/2022 (Measurement Date)	28,828,663	20,857,683	7,970,980
Net Changes during 2021-22	\$ 1,337,416	\$ (2,663,978)	\$ 4,001,394

Valuation Date (VD), Measurement Date (MD)

The District's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' website, at www.calpers.ca.gov.

The District's proportionate share of the net pension liability for the Miscellaneous Plan as of the June 30, 2021 and 2022 measurement dates was as follows:

Proportionate share - MD June 30, 2021	0.20906%
Proportionate share - MD June 30, 2022	0.12437%
Change - Increase (Decrease)	<u><u>-0.08469%</u></u>

Sensitivity of the proportionate share of the Net Pension Liability to changes in the discount rate

The following presents the District's proportionate share of the net pension liability of the Miscellaneous Plan as of the measurement date, calculated using the discount rate of 7.15 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15 percent) or 1 percentage-point higher (8.15 percent) than the current rate:

	Discount Rate - 1% (5.90%)	Current Discount Rate (6.90%)	Discount Rate + 1% (7.90%)
Plan's Net Pension Liability	\$ 11,900,846	\$ 7,970,980	\$ 4,737,674

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 7: DEFINED BENEFIT PENSION PLAN, (CONTINUED)***Amortization of deferred outflows and deferred inflows of resources***

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net Difference between projected and actual earnings on pension plan investments	5 year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lives (EARSL) of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

The EARSL for PERF C for the measurement period ending June 30, 2021 is 3.7 years, which was obtained by dividing the total service years of 561,622 (the sum of remaining service lifetimes of the active employees) by 150,548 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

D. Pension expense and deferred outflows and deferred inflows of resources related to pensions

As of the start of the measurement period (July 1, 2021), the District's net pension liability was \$3,969,586. For the measurement period ending June 30, 2022 (the measurement date), the District incurred a pension credit of \$224,904.

Mission Springs Water District

Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023
NOTE 7: DEFINED BENEFIT PENSION PLAN, (CONTINUED)

As of June 30, 2023, the District has deferred outflows and deferred inflows of resources related to pensions as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences Between Expected and Actual Experience	\$ 160,073	\$ 107,210
Changes of Assumptions	816,793	-
Difference Between Projected and Actual Earnings on Pension Plan Investments	1,460,072	-
Change in Employer's Proportion	-	325,533
Difference in Actual vs Projected Contributions	66,491	87,777
Pension Contributions Subsequent to Measurement Date	1,105,654	-
Total	<u>\$ 3,609,083</u>	<u>\$ 520,520</u>

The amounts above are net of outflows and inflows recognized in the 2020-21 measurement period expense. Contributions subsequent to the measurement date of \$1,105,654 reported with deferred outflows of resources will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Fiscal Year Ended June 30:	Deferred Outflows/(Inflows) of Resources
2024	\$ 458,145
2025	387,295
2026	244,439
2027	893,030
2028	-

E. Payable to the pension plan

At June 30, 2023, the District reported a payable of \$-0- for the outstanding amount of contributions to the pension plan required for the year then ended.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023****NOTE 8: NET POSITION CLASSIFICATIONS**

Net position in the statement of net position is classified as (1) net investment in capital assets, (2) restricted, or (3) unrestricted. The details of net position as of June 30, 2023 are presented below:

	Water	Sewer	Balance
Net investment in capital assets:			
Capital assets, net of accumulated depreciation/amortization	\$ 64,847,611	\$ 98,920,197	\$ 163,767,808
Less capital related debt balances	<u>(1,035,668)</u>	<u>(21,620,558)</u>	<u>(22,656,226)</u>
Total net investment in capital assets	<u>63,811,943</u>	<u>77,299,639</u>	<u>141,111,582</u>
Restricted for:			
Debt reserve	<u>-</u>	<u>1,637,145</u>	<u>1,637,145</u>
Total restricted	<u>-</u>	<u>1,637,145</u>	<u>1,637,145</u>
Unrestricted:			
Designated for:			
Capital reserve	27,586,307	15,853,082	43,439,389
Self-insurance	108,000	42,000	150,000
Undesignated	<u>1,904,376</u>	<u>21,995,367</u>	<u>23,899,743</u>
Total unrestricted	<u>29,598,683</u>	<u>37,890,449</u>	<u>67,489,132</u>
Total net position	<u>\$ 93,410,626</u>	<u>\$ 116,827,233</u>	<u>\$ 210,237,859</u>

NOTE 9: DEFERRED COMPENSATION AGREEMENT

The District offers its employees a deferred compensation plan (DC Plan) created in accordance with Internal Revenue Code Section 457. The DC Plan, available to all of the District employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or an unforeseeable emergency.

All amounts of compensation deferred under the DC Plan are held in trust and are not subject to the creditors of the District. Accordingly, the assets and liabilities of the DC Plan are not reflected on these financial statements.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 10: COMMITMENTS AND CONTINGENCIES***Grant awards***

The District has received funds for specific purposes that are subject to review and audit by the grantors. Although such audits could generate expenditure disallowances under terms of the grants or contracts, management believes that any required reimbursements will not be material.

Litigation

Legal claims and lawsuits arise from time to time in the normal course of business, which, in the opinion of management, will have no material effect on the District's financial position.

Refunding agreements

Refunding agreements are amounts due to developers for water and sewer systems donated to the District. Refunds are based on new connections to each system. The District is not liable for amounts not refunded at the expiration of an agreement.

The District has entered into agreements to partially reimburse developers for payments made to construct water and/or sewer lines donated to the District. Reimbursements are made from the front footage charges collected by the District when new connections are made to the lines.

NOTE 11: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; and natural disasters. It is a member of the Association of California Water Agencies Joint Powers Insurance Authority (Insurance Authority). The Insurance Authority is a risk-pooling, self-insurance authority, created under the provisions of California Government Code Sections 6500 et. seq. The purpose of the Insurance Authority is to arrange and administer programs of insurance for the pooling of self-insured losses and to purchase excess insurance coverage.

On June 30, 2023, the District participated in the self-insurance program of the Insurance Authority as follows:

Property Loss – The Insurance Authority has pooled self-insurance up to \$500 million per occurrence, except for Boiler & Machinery at \$100 million per occurrence, Earthquake at \$2,500,000 program aggregate and Flood at \$25 million per occurrence and has purchased excess insurance coverage up to \$500,000,000 (total insurable value of \$8,417,492), with deductibles ranging from \$2,500 to \$100,000.

General, Auto and Public Officials Errors and Omissions Liability – The Insurance Authority has pooled self-insurance up to \$5,000,000 and has purchased excess insurance coverage up to \$55,000,000.

*Mission Springs Water District***Notes to Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 11: RISK MANAGEMENT, (CONTINUED)

Cyber Liability – The Insurance Authority has pooled self-insurance up to \$2,000,000 per occurrence subject to a \$5,000,000 aggregate limit.

Crime insurance - The Insurance Authority has pooled self-insurance up to \$100,000 per occurrence and a deductible of \$1,000.

Workers' Compensation – The Insurance Authority has pooled self-insurance up to \$2,000,000 each for workers' compensation and employers' liability. The employers' liability is insured up to \$2,000,000, in excess of \$2,000,000 Self-Insured Retention. Workers' compensation is insured up to the statutory limit.

There were no settlements in excess of the insurance coverage in any of the three prior fiscal years.

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Required Supplementary Information

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Mission Springs Water District

Schedule of the District's Proportionate Share of the Net Pension Liability and Related Ratios as of the Measurement Date Last 10 Years*

<u>Measurement date</u>	<u>Employer's proportion of the collective net pension liability ¹</u>	<u>Employer's proportionate share of the collective net pension liability</u>	<u>Covered payroll</u>	<u>Employer's proportionate share of the collective net pension liability as a percentage of the employer's covered payroll</u>	<u>Pension plan's fiduciary net position as a percentage of the total pension liability</u>
June 30, 2015	0.085197%	\$ 5,847,823	\$ 2,604,796	224.50%	69.65%
June 30, 2016	0.076692%	6,636,212	2,583,022	256.92%	67.04%
June 30, 2017	0.072935%	7,233,188	2,828,491	255.73%	67.25%
June 30, 2018	0.070742%	6,816,901	3,130,723	217.74%	70.50%
June 30, 2019	0.068262%	6,994,867	3,321,379	210.60%	71.39%
June 30, 2020	0.065671%	7,145,304	3,803,501	187.86%	72.74%
June 30, 2021	0.073398%	3,969,586	4,042,901	98.19%	85.56%
June 30, 2022	0.069008%	7,970,980	4,066,480	196.02%	85.56%

¹ Measurement date 6/30/2014 (fiscal year 2015) was the first year of implementation. Additional years will be presented as information becomes available.

* Proportion of the net pension liability represents the plan's proportion of PERF C, which includes both the Miscellaneous and Safety Risk Pools excluding the 1959 Survivors Risk Pool.

*Mission Springs Water District***Schedule of Pension Plan Contributions
Last 10 Years***

<u>Fiscal year</u>	<u>Actuarially determined contribution</u>	<u>Contributions in relation to the actuarially determined contribution</u>	<u>Contribution deficiency (excess)</u>	<u>Covered payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
June 30, 2016	\$ 810,210	\$ (810,210)	\$ -	\$ 2,583,022	31.37%
June 30, 2017	879,168	(879,168)	-	2,828,491	31.08%
June 30, 2018	953,145	(953,145)	-	3,130,723	30.44%
June 30, 2019	1,027,933	(1,027,933)	-	3,321,379	30.95%
June 30, 2020	1,167,827	(1,167,827)	-	3,803,501	30.70%
June 30, 2021	911,046	(911,046)	-	4,042,901	22.53%
June 30, 2022	970,494	(970,494)	-	4,066,480	23.87%
June 30, 2023	1,105,654	(1,105,654)	-	4,876,177	22.67%

Notes to Schedule:

Changes in Benefit Terms: There were no changes to benefit terms that applied to all members of the Public Agency Pool. Additionally, the figures above do not include any liability impact that may have resulted from Golden Handshakes that occurred after the June 30, 2021 valuation date, unless the liability impact is deemed to be material to the Public Agency Pool.

Changes in Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. There were no assumption changes for 2021. For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent

* Measurement date 6/30/2014 (fiscal year 2015) was the first year of implementation. Additional years will be presented as information becomes available.

Supplementary Information

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*Mission Springs Water District***Schedule of Operating Expenses by Natural Classification
For the Year Ended June 30, 2022**

	Water	Sewer	Total
OPERATING EXPENSES			
Salaries and wages	\$ 3,563,477	\$ 1,836,864	\$ 5,400,341
Employee benefits	947,563	532,246	1,479,809
Bank and administrative charges	97,565	43,341	140,906
Materials and supplies	1,787,125	307,124	2,094,249
Equipment rental	13,155	5,844	18,999
Outside services	1,481,726	1,311,575	2,793,301
Ground water replenishment fees	60,772	-	60,772
Utilities	1,806,913	369,985	2,176,898
Directors' fees	23,622	10,494	34,116
Engineering	80,647	-	80,647
Insurance	171,958	135,137	307,095
Penalties	1,427	634	2,061
Professional services	197,911	87,916	285,827
Office expense	62,492	27,760	90,252
Repairs and maintenance	121,531	6,199	127,730
Standby reports	11,476	3,428	14,904
Dues and subscriptions	1,577	2,527	4,104
Permits	77,268	94,760	172,028
Training and conferences	82,841	32,027	114,868
Ground water management	762	338	1,100
Depreciation and amortization	2,839,973	1,885,102	4,725,075
Total operating expenses	<u>\$ 13,431,781</u>	<u>\$ 6,693,301</u>	<u>\$ 20,125,082</u>

Mission Springs Water District

**Schedule of Principal and Interest Repayments
Note Payable - Assessment District #7 Special Assessment Bonds**

<u>Date</u>	<u>Interest Rate</u>	<u>Interest Due</u>	<u>Principal Payment</u>	<u>Total Debt Service</u>	<u>Balance Principal Unpaid</u>
6/30/23		\$ -	\$ -	\$ -	\$ 31,000
7/2/23	7.250%	1,123	15,000	16,123	16,000
1/2/24	7.250%	580	-	580	16,000
7/2/24	7.250%	582	16,000	16,582	-
		<u>\$ 2,285</u>	<u>\$ 31,000</u>	<u>\$ 33,285</u>	<u>\$ -</u>

Mission Springs Water District

Schedule of Principal and Interest Repayments
Note Payable – Certificated of Participation – United States Department of Agriculture

Date	Interest Rate	Interest Due	Principal Payment	Total Debt Service	Balance Principal Unpaid
6/30/23		\$ -	\$ -	\$ -	\$ 229,801
8/1/23	4.500%	5,171	-	5,171	229,801
2/1/24	4.500%	5,171	8,600	13,771	221,201
8/1/24	4.500%	4,977	-	4,977	221,201
2/1/25	4.500%	4,977	8,900	13,877	212,301
8/1/25	4.500%	4,777	-	4,777	212,301
2/1/26	4.500%	4,777	9,400	14,177	202,901
8/1/26	4.500%	4,565	-	4,565	202,901
2/1/27	4.500%	4,565	9,800	14,365	193,101
8/1/27	4.500%	4,345	-	4,345	193,101
2/1/28	4.500%	4,345	10,200	14,545	182,901
8/1/28	4.500%	4,115	-	4,115	182,901
2/1/29	4.500%	4,115	10,700	14,815	172,201
8/1/29	4.500%	3,875	-	3,875	172,201
2/1/30	4.500%	3,875	11,100	14,975	161,101
8/1/30	4.500%	3,625	-	3,625	161,101
2/1/31	4.500%	3,625	11,600	15,225	149,501
8/1/31	4.500%	3,364	-	3,364	149,501
2/1/32	4.500%	3,364	12,200	15,564	137,301
8/1/32	4.500%	3,089	-	3,089	137,301
2/1/33	4.500%	3,089	12,700	15,789	124,601
8/1/33	4.500%	2,804	-	2,804	124,601
2/1/34	4.500%	2,804	13,300	16,104	111,301
8/1/34	4.500%	2,504	-	2,504	111,301
2/1/35	4.500%	2,504	13,900	16,404	97,401
8/1/35	4.500%	2,192	-	2,192	97,401
2/1/36	4.500%	2,192	14,500	16,692	82,901
8/1/36	4.500%	1,865	-	1,865	82,901
2/1/37	4.500%	1,865	15,200	17,065	67,701
8/1/37	4.500%	1,523	-	1,523	67,701
2/1/38	4.500%	1,523	15,800	17,323	51,901
8/1/38	4.500%	1,168	-	1,168	51,901
2/1/39	4.500%	1,168	16,500	17,668	35,401
8/1/39	4.500%	797	-	797	35,401
2/1/40	4.500%	797	17,300	18,097	18,101
8/1/40	4.500%	407	-	407	18,101
2/1/41	4.500%	404	18,101	18,505	-
		<u>\$ 110,323</u>	<u>\$ 229,801</u>	<u>\$ 340,124</u>	<u>\$ -</u>

Mission Springs Water District

**Schedule of Principal and Interest Repayments
 Note Payable – Installment Sale Agreement
 Assessment District #12, Phase I and Phase II - Refinance**

<u>Date</u>	<u>Interest Rate</u>	<u>Interest Due</u>	<u>Principal Payment</u>	<u>Total Debt Service</u>	<u>Balance Principal Unpaid</u>
6/30/23		\$ -	\$ -	\$ -	\$ 969,213
9/21/23	2.90%	14,054	130,946	145,000	838,267
3/21/24	2.90%	12,155	132,845	145,000	705,422
9/21/24	2.90%	10,229	134,771	145,000	570,651
3/21/25	2.90%	8,274	136,726	145,000	433,925
9/21/25	2.90%	6,292	138,708	145,000	295,217
3/21/26	2.90%	4,281	140,719	145,000	154,498
9/21/26	2.90%	2,240	50,760	53,000	103,738
3/21/27	2.90%	1,504	51,496	53,000	52,242
9/21/27	2.90%	757	52,242	52,999	-
		<u>\$ 59,786</u>	<u>\$ 969,213</u>	<u>\$ 1,028,999</u>	<u>\$ -</u>

Mission Springs Water District

**Schedule of Principal and Interest Repayments
 Note Payable – Installment Sale Agreement
 Mission Creek – 80 Acres**

Date	Interest Rate	Interest Due	Principal Payment	Total Debt Service	Balance Principal Unpaid
6/30/23		\$ -	\$ -	\$ -	\$ 197,140
12/7/23	4.190%	4,138	8,053	12,191	189,087
6/7/24	4.190%	3,969	8,222	12,191	180,865
12/7/24	4.190%	3,797	8,394	12,191	172,471
6/7/25	4.190%	3,621	8,570	12,191	163,901
12/7/25	4.190%	3,442	8,749	12,191	155,152
6/7/26	4.190%	3,259	8,932	12,191	146,220
12/7/26	4.190%	3,071	9,120	12,191	137,100
6/7/27	4.190%	2,880	9,311	12,191	127,789
12/7/27	4.190%	2,685	9,506	12,191	118,283
6/7/28	4.190%	2,486	9,705	12,191	108,578
12/7/28	4.190%	2,283	9,908	12,191	98,670
6/7/29	4.190%	2,075	10,116	12,191	88,554
12/7/29	4.190%	1,863	10,328	12,191	78,226
6/7/30	4.190%	1,647	10,544	12,191	67,682
12/7/30	4.190%	1,426	10,765	12,191	56,917
6/7/31	4.190%	1,201	10,990	12,191	45,927
12/7/31	4.190%	970	11,113	12,083	34,814
6/7/32	4.190%	735	11,481	12,216	23,333
12/7/32	4.190%	495	11,623	12,118	11,710
6/7/33	4.190%	250	11,710	11,960	-
		<u>\$ 46,293</u>	<u>\$ 197,140</u>	<u>\$ 243,433</u>	<u>\$ -</u>

Mission Springs Water District

**Schedule of Principal and Interest Repayments
State Revolving Fund Assessment District #12, Phase IV**

Date	Interest Rate	Interest Due	Principal Payment	Total Debt Service	Balance Principal Unpaid
6/30/23		\$ -	\$ -	\$ -	\$ 2,927,216
1/31/24	2.200%	64,399	238,111	302,510	2,689,105
1/31/25	2.200%	59,160	243,350	302,510	2,445,755
1/31/26	2.200%	53,807	248,703	302,510	2,197,052
1/31/27	2.200%	48,335	254,175	302,510	1,942,877
1/31/28	2.200%	42,743	259,767	302,510	1,683,110
1/31/29	2.200%	37,029	265,481	302,510	1,417,629
1/31/30	2.200%	31,188	271,322	302,510	1,146,307
1/31/31	2.200%	25,219	277,291	302,510	869,016
1/31/32	2.200%	19,118	283,392	302,510	585,624
1/31/33	2.200%	12,884	289,626	302,510	295,998
1/31/34	2.200%	6,511	295,998	302,509	-
		<u>\$ 400,393</u>	<u>\$ 2,927,216</u>	<u>\$ 3,327,609</u>	<u>\$ -</u>

Mission Springs Water District

**Schedule of Principal and Interest Repayments
 Note Payable – Installment Sale Agreement
 Assessment District #12, Phase V**

Date	Interest Rate	Interest Due	Principal Payment	Total Debt Service	Balance Principal Unpaid
6/30/23		\$ -	\$ -	\$ -	\$ 777,281
9/2/23	4.100%	15,935	29,988	45,923	747,293
3/2/24	4.100%	15,320	30,603	45,923	716,690
9/2/24	4.100%	14,692	31,231	45,923	685,459
3/2/25	4.100%	14,052	31,871	45,923	653,588
9/2/25	4.100%	13,399	32,524	45,923	621,064
3/2/26	4.100%	12,732	33,191	45,923	587,873
9/2/26	4.100%	12,051	33,872	45,923	554,001
3/2/27	4.100%	11,358	34,565	45,923	519,436
9/2/27	4.100%	10,648	35,275	45,923	484,161
3/2/28	4.100%	9,926	35,997	45,923	448,164
9/2/28	4.100%	9,188	36,735	45,923	411,429
3/2/29	4.100%	8,434	37,489	45,923	373,940
9/2/29	4.100%	7,666	38,257	45,923	335,683
3/2/30	4.100%	6,882	39,041	45,923	296,642
9/2/30	4.100%	6,081	39,842	45,923	256,800
3/2/31	4.100%	5,265	40,658	45,923	216,142
9/2/31	4.100%	4,431	41,492	45,923	174,650
3/2/32	4.100%	3,581	42,342	45,923	132,308
9/2/32	4.100%	2,712	43,211	45,923	89,097
3/2/33	4.100%	1,827	44,096	45,923	45,001
9/2/33	4.100%	917	45,001	45,918	-
		<u>\$ 187,097</u>	<u>\$ 777,281</u>	<u>\$ 964,378</u>	<u>\$ -</u>

Mission Springs Water District

**Schedule of Principal and Interest Repayments
 Note Payable – Installment Sale Agreement
 Assessment District #12, Phase VI**

Date	Interest Rate	Interest Due	Principal Payment	Total Debt Service	Balance Principal Unpaid
6/30/23		\$ -	\$ -	\$ -	\$ 1,790,434
9/2/23	3.950%	35,361	62,252	97,613	1,728,182
3/2/24	3.950%	34,132	63,481	97,613	1,664,701
9/2/24	3.950%	32,878	64,735	97,613	1,599,966
3/2/25	3.950%	31,600	66,013	97,613	1,533,953
9/2/25	3.950%	30,296	67,317	97,613	1,466,636
3/2/26	3.950%	28,966	68,647	97,613	1,397,989
9/2/26	3.950%	27,610	70,003	97,613	1,327,986
3/2/27	3.950%	26,228	71,385	97,613	1,256,601
9/2/27	3.950%	24,818	72,795	97,613	1,183,806
3/2/28	3.950%	23,380	74,233	97,613	1,109,573
9/2/28	3.950%	21,914	75,699	97,613	1,033,874
3/2/29	3.950%	20,419	77,194	97,613	956,680
9/2/29	3.950%	18,893	956,680	975,573	-
		<u>\$ 356,495</u>	<u>\$ 1,790,434</u>	<u>\$ 2,146,929</u>	<u>\$ -</u>

Mission Springs Water District

**Schedule of Principal and Interest Repayments
Note Payable – Installment Purchase Agreement**

Date	Interest Rate	Interest Due	Principal Payment	Total Debt Service	Balance Principal Unpaid
6/30/23		\$ -	\$ -	\$ -	\$15,000,000
7/1/23	3.99%	49,785	-	49,785	15,000,000
8/1/23	3.99%	49,785	-	49,785	15,000,000
9/1/23	3.99%	49,785	-	49,785	15,000,000
10/1/23	3.99%	49,785	-	49,785	15,000,000
11/1/23	3.99%	49,785	-	49,785	15,000,000
12/1/23	3.99%	49,785	-	49,785	15,000,000
1/1/24	3.99%	49,785	-	49,785	15,000,000
2/1/24	3.99%	49,785	-	49,785	15,000,000
3/1/24	3.99%	49,785	-	49,785	15,000,000
4/1/24	3.99%	49,785	-	49,785	15,000,000
5/1/24	3.99%	49,785	-	49,785	15,000,000
6/1/24	3.99%	49,785	-	49,785	15,000,000
7/1/24	3.99%	49,785	-	49,785	15,000,000
8/1/24	3.99%	49,785	-	49,785	15,000,000
9/1/24	3.99%	49,785	-	49,785	15,000,000
10/1/24	3.99%	49,785	-	49,785	15,000,000
11/1/24	3.99%	49,785	-	49,785	15,000,000
12/1/24	3.99%	49,785	-	49,785	15,000,000
1/1/25	3.99%	49,785	-	49,785	15,000,000
1/24/25	3.99%	41,562	15,000,000	15,041,562	-
		<u>\$ 987,477</u>	<u>\$ 15,000,000</u>	<u>\$ 15,987,477</u>	<u>\$ -</u>

Statistical Section

Mission Springs Water District

**Table 1: Net Position
Last Ten Fiscal Years**

This part of District’s comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about District’s overall financial health.

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Financial Trends

These schedules contain information to help the reader understand how District’s financial performance has changed over time.

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*Mission Springs Water District***Table 1: Net Position
Last Ten Fiscal Years****NET POSITION BY COMPONENT**

Fiscal Year	Net Investment in Capital Assets	Restricted	Unrestricted	Total Net Position	Percent Change
2014	\$ 108,572,507	\$ 24,473,182	\$ (2,129,694)	\$ 130,915,995	3.34%
2015	104,495,939	24,464,065	(2,579,166)	126,380,838	-3.59%
2016	103,429,630	30,580,248	(4,799,094)	129,210,784	2.19%
2017	108,859,676	35,645,632	(5,389,075)	139,116,233	7.12%
2018	108,801,854	37,701,979	(3,635,803)	142,868,030	2.63%
2019	109,194,048	40,875,774	(2,522,632)	147,547,190	3.17%
2020	118,850,000	303,000	34,827,000	153,980,000	4.18%
2021	121,188,282	302,510	40,013,656	161,504,448	4.66%
2022	127,859,336	302,510	43,708,352	171,870,198	6.03%
2023	141,111,582	1,637,145	67,489,132	210,237,859	18.25%

Source:

Mission Springs Water District Audited Financial Statements

Notes:

Starting in 2020, the methodology for calculating Total Net Position was revised.

Mission Springs Water District

Table 2: Changes in Net Position
Last Ten Fiscal Years

REVENUES, EXPENSES, AND CHANGES IN NET POSITION										
Operating Revenues	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Sales / Water Consumption	\$ 5,009,489	\$ 4,830,181	\$ 4,433,456	\$ 5,501,976	\$ 6,677,436	\$ 6,864,417	\$ 7,558,585	\$ 9,356,599	\$ 9,179,862	\$ 8,567,815
Services ¹	5,188,698	5,578,088	5,912,724	7,106,488	8,351,614	8,400,157	9,548,768	10,465,310	9,983,371	10,559,056
Standby Charges and Availability	246,693	243,192	242,476	242,938	240,591	232,867	240,367	230,368	226,363	228,579
Backup Facilities and Front Footage Fees ²	-	-	-	-	-	-	584,190	734,803	951,789	1,271,040
Meter Installations	8,330	17,566	46,849	50,235	60,790	67,806	78,110	103,647	151,640	167,762
Other	477,422	524,096	528,617	720,488	961,266	585,989	775,972	977,639	2,383,185	1,691,376
Total Operating Revenues	10,930,632	11,193,123	11,164,122	13,622,125	16,291,697	16,151,236	18,785,992	21,868,366	22,876,210	22,485,628
Operating Expenses	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Pumping	1,921,310	1,947,284	1,645,671	1,696,551	2,128,390	2,107,363	2,202,807	2,208,877	2,622,863	3,349,241
Transmission and Distribution	1,264,156	1,182,577	1,108,651	1,339,396	1,305,307	1,242,961	1,310,407	1,566,907	1,507,366	2,138,374
Customer Accounts	952,954	910,022	1,155,160	1,097,461	1,178,383	1,064,860	1,114,728	1,227,391	1,250,969	1,275,292
Sewage Collection	228,816	197,654	145,064	134,877	173,698	108,160	368,193	310,414	437,653	337,078
Sewage Treatment	1,053,373	1,175,620	1,143,537	1,178,790	1,349,474	1,445,406	1,556,240	1,759,633	1,994,382	2,418,715
Standby	112,946	111,656	108,653	122,112	124,691	126,180	146,937	172,191	175,965	188,518
Groundwater Management	15,000	15,000	30,000	25,000	21,000	15,000	18,670	(12,731)	-	1,100
Public Affairs	141,559	186,406	211,603	194,182	210,048	348,927	347,275	313,826	505,895	1,042,893
Depreciation/amortization	3,612,694	3,913,728	3,967,486	3,917,383	3,997,997	4,002,490	4,029,625	4,026,005	4,094,703	4,648,796
General and Administrative ³	2,787,459	3,108,375	3,149,804	3,852,468	4,246,183	4,875,414	5,907,409	5,843,252	6,197,486	4,725,075
Total Operating Expenses	12,090,267	12,748,322	12,665,629	13,558,220	14,735,171	15,336,761	17,002,291	17,415,765	18,787,282	20,125,082
Operating Income (Loss)	(1,159,635)	(1,555,199)	(1,501,507)	63,905	1,556,526	814,475	1,783,701	4,452,601	4,088,928	2,360,546
Non-Operating Revenues	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Property Taxes	1,534,979	1,584,299	1,625,177	1,671,275	1,777,903	2,125,683	1,915,871	2,129,487	2,330,086	2,734,186
Special Assessment - Debt Service	-	-	-	-	-	-	729,490	398,623	329,617	561,676
Interest / Investment Income (Net)	493,645	436,837	724,909	772,152	827,198	1,796,115	1,091,983	95,722	(768,193)	569,505
Grants	2,624,497	200,897	1,789,298	4,227,717	960,281	118,248	1,351,880	655,884	98,129	32,444,900
Other	-	-	-	-	-	-	165,738	49,666	202,072	303,280
Backup and Front Footage Fees ²	1,298,376	250,226	322,860	3,365,298	814,690	603,235	-	-	-	-
Contributed Infrastructure	59,506	776,168	-	1,186,612	246,110	292,567	-	-	-	-
Recovery of Prior Year Expense	76,830	43,734	92	-	53,220	(1,500)	-	-	-	-
Gain from Asset Disposal - Net	13,730	(297,115)	4,359	(21,291)	(41,965)	(12,344)	-	-	-	-
Total Non-Operating Revenues	6,101,563	2,995,046	4,466,695	11,201,763	4,637,437	4,922,004	5,254,962	3,329,382	2,191,711	36,613,547
Non-Operating Expenses	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Interest	354,788	528,887	739,491	696,563	743,021	665,441	625,694	294,143	265,529	500,898
Other	71,664	135,567	4,601	14,107	16,410	15,097	59,015	35,349	281	156,297
Public Employees Retirement System - Prior Year Costs	257,469	267,629	330,640	342,759	359,953	375,341	-	-	-	-
Pension Inflows/Outflows of Resources	-	(346,744)	(946,657)	306,790	1,246,116	-	-	-	-	-
Uncollectable Accounts	22,424	1,532	7,167	-	-	-	-	-	-	-
Amortization and Cost of Debt Issuance	-	-	-	-	76,666	1,440	-	-	-	-
Total Non-Operating Expenses	706,345	586,871	135,242	1,360,219	2,442,166	1,057,319	684,709	329,492	265,810	657,195
Net Non-Operating Revenues	5,395,218	2,408,175	4,331,453	9,841,544	2,195,271	3,864,685	4,570,253	2,999,890	1,925,901	35,956,352
Capital Contributions	-	-	-	-	-	-	78,055	72,758	4,350,921	50,763
Change in Net Position	4,235,583	852,976	2,829,946	9,905,449	3,751,797	4,679,160	6,432,009	7,525,249	10,365,750	38,367,661
Net Position, Beginning of Year	126,680,412	125,527,862	126,380,838	129,210,784	139,116,233	142,868,030	147,547,190	153,979,199	161,504,448	171,870,198
Net Position, End of Year	\$ 130,915,995	\$ 126,380,838	\$ 129,210,784	\$ 139,116,233	\$ 142,868,030	\$ 147,547,190	\$ 153,979,199	\$ 161,504,448	\$ 171,870,198	\$ 210,237,859

Source:

Mission Springs Water District Audited Financial Statements

Notes:

- Starting in 2020, the Operating Revenues categories "Basic Service Charge" and "Sewer Service" were combined into a single category "Services".
- Starting in 2020, the Non-Operating Revenues category "Backup Facilities and Front Footage Fees" was moved to the Operating Revenues.
- Starting in 2020, the Operating Expenses categories "Human Resources", "Building and Grounds Maintenance", "Vehicle Maintenance", "Operations Support", "Engineering", "Insurance", "Audit", "Rate Study", "Legal", "Board of Directors", "Administration", "Accounting", "Standby Reports", and "General District Allocation" were combined into a single category "General and Administrative".

Mission Springs Water District

Table 3: Summary of Revenues, Expenses and Changes Net Position Last Ten Fiscal Years

SUMMARY OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Operating Revenues	\$ 10,930,632	\$ 11,193,123	\$ 11,164,122	\$ 13,622,125	\$ 16,291,697	\$ 16,151,236	\$ 18,785,992	\$ 21,868,366	\$ 22,876,210	\$ 22,485,628
Operating Expenses	12,090,267	12,748,322	12,665,629	13,558,220	14,735,171	15,336,761	17,002,291	17,415,765	18,787,282	20,125,082
Operating Income (Loss)	(1,159,635)	(1,555,199)	(1,501,507)	63,905	1,556,526	814,475	1,783,701	4,452,601	4,088,928	2,360,546
Non-Operating Revenues	6,101,563	2,995,046	4,466,695	11,201,763	4,637,437	4,922,004	5,254,962	3,329,382	2,191,711	36,613,547
Non-Operating Expenses	706,345	586,871	135,242	1,360,219	2,442,166	1,057,319	684,709	329,492	265,810	657,195
Net Non-Operating Revenues	5,395,218	2,408,175	4,331,453	9,841,544	2,195,271	3,864,685	4,570,253	2,999,890	1,925,901	35,956,352
Income Before Capital Contributions	4,235,583	852,976	2,829,946	9,905,449	3,751,797	4,679,160	6,353,954	7,452,491	6,014,829	38,316,898
Capital Contributions	-	-	-	-	-	-	78,055	72,758	4,350,921	50,763
Change in Net Position	\$ 4,235,583	\$ 852,976	\$ 2,829,946	\$ 9,905,449	\$ 3,751,797	\$ 4,679,160	\$ 6,432,009	\$ 7,525,249	\$ 10,365,750	\$ 38,367,661

Source:
Mission Springs Water District Audited Financial Statements

Mission Springs Water District

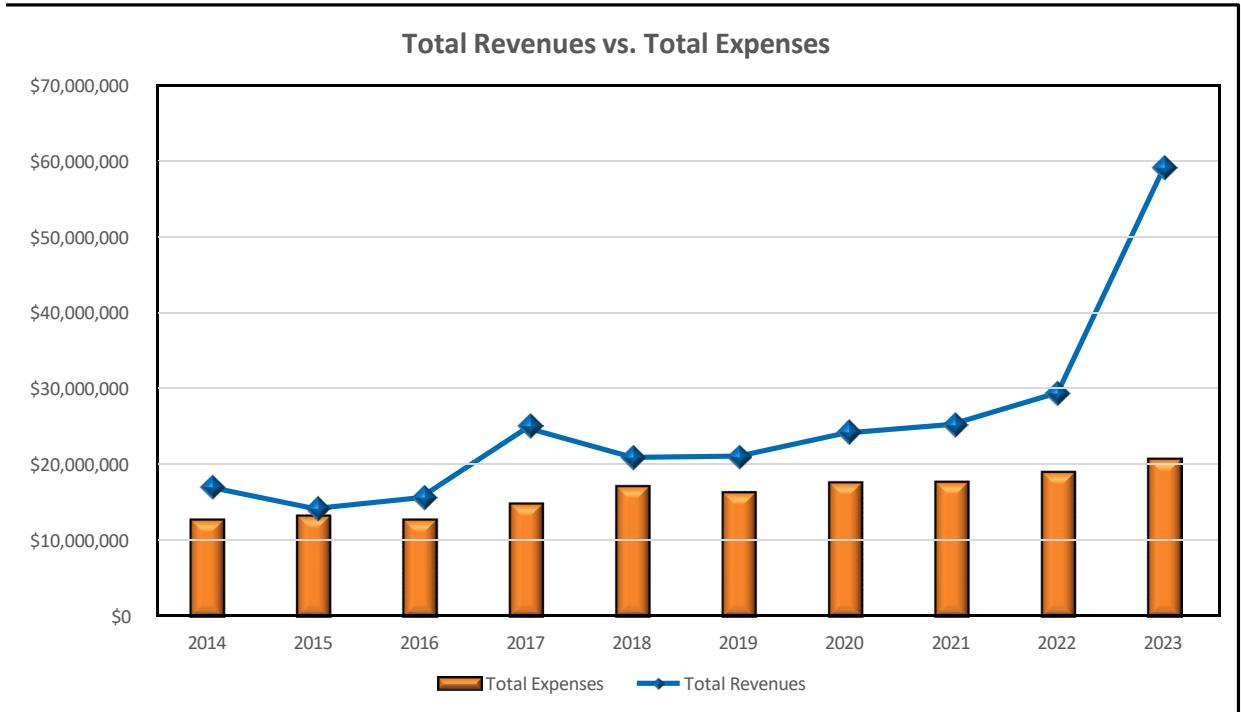
**Table 4: Summary of Revenues and Expenses
Last Ten Fiscal Years**

SUMMARY OF REVENUES AND EXPENSES

Fiscal Year	Total Revenues	Total Expenses	Gain (Loss)
2014	\$ 17,032,195	\$ 12,796,612	\$ 4,235,583
2015	14,188,169	13,335,193	852,976
2016	15,630,817	12,800,871	2,829,946
2017	24,823,888	14,918,439	9,905,449
2018	20,929,134	17,177,337	3,751,797
2019	21,073,240	16,394,080	4,679,160
2020	24,119,009	17,687,000	6,432,009
2021	25,270,506	17,745,257	7,525,249
2022	29,418,842	19,053,092	10,365,750
2023	59,149,938	20,782,277	38,367,661

Source:

Mission Springs Water District Audited Financial Statements



Mission Springs Water District

**Table 5: Revenues by Source
Last Ten Fiscal Years**

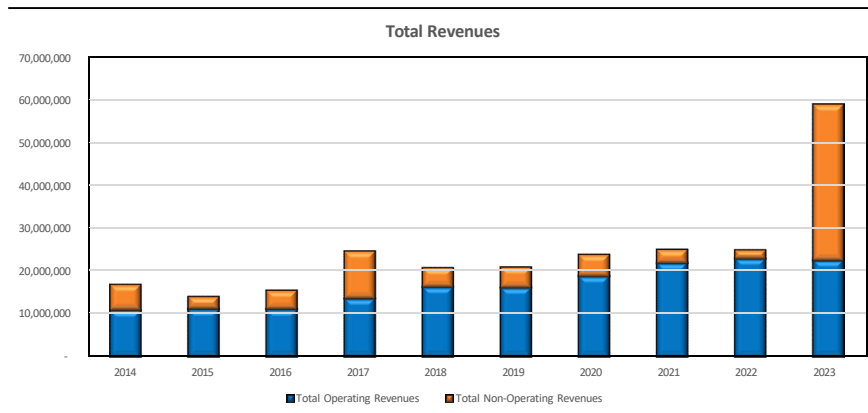
REVENUES BY SOURCE										
Operating Revenues	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Sales / Water Consumption	\$ 5,009,489	\$ 4,830,181	\$ 4,433,456	\$ 5,501,976	\$ 6,677,436	\$ 6,864,417	\$ 7,558,585	\$ 9,356,599	\$ 9,179,862	\$ 8,567,815
Services ¹	5,188,698	5,578,088	5,912,724	7,106,488	8,351,614	8,400,157	9,548,768	10,465,310	9,983,371	10,559,056
Standby Charges and Availability	246,693	243,192	242,476	242,938	240,591	232,867	240,367	230,368	226,363	228,579
Backup Facilities and Front Footage Fees ²	-	-	-	-	-	-	584,190	734,803	951,789	1,271,040
Meter Installations	8,330	17,566	46,849	50,235	60,790	67,806	78,110	103,647	151,640	167,762
Other	477,422	524,096	528,617	720,488	961,266	585,989	775,972	977,639	2,383,185	1,691,376
Total Operating Revenues	10,930,632	11,193,123	11,164,122	13,622,125	16,291,697	16,151,236	18,785,992	21,868,366	22,876,210	22,485,628
Non-Operating Revenues	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Property Taxes	1,534,979	1,584,299	1,625,177	1,671,275	1,777,903	2,125,683	1,915,871	2,129,487	2,330,086	2,734,186
Special Assessment - Debt Service	-	-	-	-	-	-	729,490	398,623	329,617	561,676
Interest / Investment Income (Net)	493,645	436,837	724,909	772,152	827,198	1,796,115	1,091,983	95,722	(768,193)	569,505
Grants	2,624,497	200,897	1,789,298	4,227,717	960,281	118,248	1,351,880	655,884	98,129	32,444,900
Other	-	-	-	-	-	-	165,738	49,666	202,072	303,280
Backup and Front Footage Fees ²	1,298,376	250,226	322,860	3,365,298	814,690	603,235	-	-	-	-
Contributed Infrastructure	59,506	776,168	-	1,186,612	246,110	292,567	-	-	-	-
Recovery of Prior Year Expense	76,830	43,734	92	-	53,220	(1,500)	-	-	-	-
Gain from Asset Disposal - Net	13,730	(297,115)	4,359	(21,291)	(41,965)	(12,344)	-	-	-	-
Total Non-Operating Revenues	6,101,563	2,995,046	4,466,695	11,201,763	4,637,437	4,922,004	5,254,962	3,329,382	2,191,711	36,613,547
Total Revenues	\$ 17,032,195	\$ 14,188,169	\$ 15,630,817	\$ 24,823,888	\$ 20,929,134	\$ 21,073,240	\$ 24,040,954	\$ 25,197,748	\$ 25,067,921	\$ 59,099,175

Source:

Mission Springs Water District Audited Financial Statements

Notes:

- Starting in 2020, the Operating Revenues categories "Basic Service Charge" and "Sewer Service" were combined into a single category "Services".
- Starting in 2020, the Non-Operating Revenues category "Backup Facilities and Front Footage Fees" was moved to the Operating Revenues.



Mission Springs Water District

**Table 6: Expenses by Function
Last Ten Fiscal Years**

EXPENSES BY FUNCTION										
Operating Expenses	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Pumping	\$ 1,921,310	\$ 1,947,284	\$ 1,645,671	\$ 1,696,551	\$ 2,128,390	\$ 2,107,363	\$ 2,202,807	\$ 2,208,877	\$ 2,622,863	\$ 3,349,241
Transmission and Distribution	1,264,156	1,182,577	1,108,651	1,339,396	1,305,307	1,242,961	1,310,407	1,566,907	1,507,366	2,138,374
Customer Accounts	952,954	910,022	1,155,160	1,097,461	1,178,383	1,064,860	1,114,728	1,227,391	1,250,969	1,275,292
Sewage Collection	228,816	197,654	145,064	134,877	173,698	108,160	368,193	310,414	437,653	337,078
Sewage Treatment	1,053,373	1,175,620	1,143,537	1,178,790	1,349,474	1,445,406	1,556,240	1,759,633	1,994,382	2,418,715
Standby	112,946	111,656	108,653	122,112	124,691	126,180	146,937	172,191	175,965	188,518
Groundwater Management	15,000	15,000	30,000	25,000	21,000	15,000	18,670	(12,731)	-	1,100
Public Affairs	141,559	186,406	211,603	194,182	210,048	348,927	347,275	313,826	505,895	1,042,893
Depreciation/amortization	3,612,694	3,913,728	3,967,486	3,917,383	3,997,997	4,002,490	4,029,625	4,026,005	4,094,703	4,648,796
General and Administrative ¹	2,787,459	3,108,375	3,149,804	3,852,468	4,246,183	4,875,414	5,907,409	5,843,252	6,197,486	4,725,075
Total Operating Expenses	12,090,267	12,748,322	12,665,629	13,558,220	14,735,171	15,336,761	17,002,291	17,415,765	18,787,282	20,125,082
Non-Operating Expenses	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Interest	354,788	528,887	739,491	696,563	743,021	665,441	625,694	294,143	265,529	500,898
Other	71,664	135,567	4,601	14,107	16,410	15,097	59,015	35,349	281	156,297
Public Employees Retirement System - Prior Year Costs	257,469	267,629	330,640	342,759	359,953	375,341	-	-	-	-
Pension Inflows/Outflows of Resources	-	(346,744)	(946,657)	306,790	1,246,116	-	-	-	-	-
Uncollectable Accounts	22,424	1,532	7,167	-	-	-	-	-	-	-
Amortization and Cost of Debt Issuance	-	-	-	-	76,666	1,440	-	-	-	-
Total Non-Operating Expenses	706,345	586,871	135,242	1,360,219	2,442,166	1,057,319	684,709	329,492	265,810	657,195
Total Expenses	\$ 12,796,612	\$ 13,335,193	\$ 12,800,871	\$ 14,918,439	\$ 17,177,337	\$ 16,394,080	\$ 17,687,000	\$ 17,745,257	\$ 19,053,092	\$ 20,782,277

Source:

Mission Springs Water District Audited Financial Statements

Notes:

1. Starting in 2020, the Operating Expenses categories "Human Resources", "Building and Grounds Maintenance", "Vehicle Maintenance", "Operations Support", "Engineering", "Insurance", "Audit", "Rate Study", "Legal", "Board of Directors", "Administration", "Accounting", "Standby Reports", and "General District Allocation" were combined into a single category "General and Administrative".

Mission Springs Water District

**Table 7: Variable Water Rates
Last Ten Fiscal Years**

VARIABLE WATER RATES

Fiscal Year	Single-Family Residential			Multi-Family Residential			Non-Residential	Irrigation
	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3		
2014	0.99	1.74	1.83	0.99	1.74	1.83	1.74	1.74
2015	0.99	1.74	1.83	0.99	1.74	1.83	1.74	1.74
2016	1.55	2.12	-	1.43	1.95	-	1.85	2.78
2017	1.73	2.36	-	1.60	2.18	-	2.06	3.09
2018	1.90	2.59	-	1.76	2.39	-	2.26	3.39
2019	2.09	2.84	-	1.93	2.62	-	2.48	3.72
2020	2.29	3.11	-	2.12	2.87	-	2.72	4.08
2021	2.29	3.11	-	2.12	2.87	-	2.72	4.08
2022	2.29	3.11	-	2.12	2.87	-	2.72	4.08
2023	2.29	3.11	-	2.12	2.87	-	2.72	4.08

Source:

Mission Springs Water District Resolution No. 2010-26

Mission Springs Water District Resolution No. 2016-05

Notes:

2013-2015	Tier 1 = 0-4 Billing Units	2016-2023	Tier 1 = 0-13 Billing Units
	Tier 2 = 5-14 Billing Units		Tier 2 = 14+ Billing Units
	Tier 3 = 15+ Billing Units		

Mission Springs Water District

**Table 8: Fixed Water Rates
Last Ten Fiscal Years**

FIXED WATER RATES

Fiscal Year	Single Family Fixed Monthly Charge Based on Connection Size						
	0.75-inch	1-inch	1.5-inch	2-inch	3-inch	4-inch	6-inch
2014	9.32	10.38	12.28	14.23	22.69	35.16	56.48
2015	9.32	10.38	12.28	14.23	22.69	35.16	56.48
2016	9.32	15.53	31.06	49.69	93.16	155.26	310.51
2017	10.37	17.28	34.56	55.29	103.65	172.73	345.45
2018	11.36	19.83	37.85	60.55	113.50	189.14	378.27
2019	12.44	20.73	41.45	66.31	124.29	207.11	414.21
2020	13.63	22.70	45.39	72.61	136.10	226.79	453.56
2021	13.63	22.70	45.39	72.61	136.10	226.79	453.56
2022	13.63	22.70	45.39	72.61	136.10	226.79	453.56
2023	13.63	22.70	45.39	72.61	136.10	226.79	453.56

Fiscal Year	Multi-Family Fixed Monthly Charge Based on Number of Units						
	0.75-inch	1-inch	1.5-inch	2-inch	3-inch	4-inch	6-inch
2014	9.32	10.38	12.28	14.23	22.69	35.16	56.48
2015	9.32	10.38	12.28	14.23	22.69	35.16	56.48
2016	5.94	5.94	5.94	5.94	5.94	5.94	5.94
2017	6.61	6.61	6.61	6.61	6.61	6.61	6.61
2018	7.24	7.24	7.24	7.24	7.24	7.24	7.24
2019	7.93	7.93	7.93	7.93	7.93	7.93	7.93
2020	8.69	8.69	8.69	8.69	8.69	8.69	8.69
2021	8.69	8.69	8.69	8.69	8.69	8.69	8.69
2022	8.69	8.69	8.69	8.69	8.69	8.69	8.69
2023	8.69	8.69	8.69	8.69	8.69	8.69	8.69

Source:

Mission Springs Water District Resolution No. 2010-26

Mission Springs Water District Resolution No. 2016-05

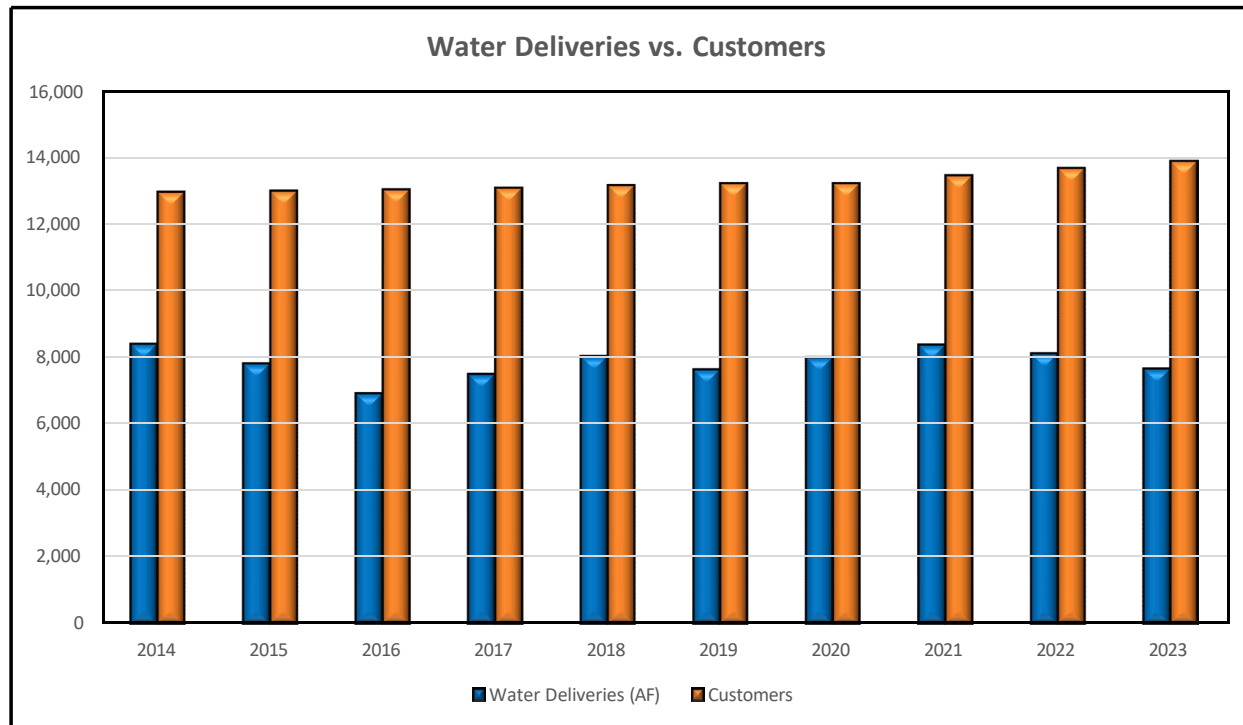
Mission Springs Water District

**Table 9: Water Deliveries
Last Ten Fiscal Years**

WATER DELIVERIES					
Fiscal Year	Groundwater (AF)	Recycled Water (AF)	All Water Deliveries (AF)	Customers	% Residential Customers
2014	8,386	0	8,386	12,961	95%
2015	7,799	0	7,799	12,986	95%
2016	6,904	0	6,904	13,030	95%
2017	7,476	0	7,476	13,077	95%
2018	8,017	0	8,017	13,161	95%
2019	7,617	0	7,617	13,219	95%
2020	7,982	0	7,982	13,219	95%
2021	8,356	0	8,356	13,452	95%
2022	8,094	0	8,094	13,677	95%
2023	7,646	0	7,646	13,885	95%

Source:

Mission Springs Water District Water Production Reports



Mission Springs Water District

**Table 10: Top Ten Domestic Water Customers
Current Year and Nine Years Ago**

TOP TEN DOMESTIC WATER CUSTOMERS

Rank	Customer	2022/23 Revenues	Percentage of Total 2022/23 Revenues
1	Palm Springs Unified School District	\$ 359,590.80	3.92%
2	Palm Springs Unified School District	102,828.24	1.12%
3	Two Bunch Palms, Bliss	96,589.92	1.05%
4	Henry Baghdady	78,604.44	0.86%
5	Palm Springs Unified School District	68,735.76	0.75%
6	Palm Springs Unified School District	67,923.84	0.74%
7	Breit Hidden Springs MHC	64,333.39	0.70%
8	City of DHS	55,300.32	0.60%
9	Vista Montana HOA	51,338.64	0.56%
10	Mission Lakes Country Club HOA	51,047.41	0.56%
2022/23 Top Ten Total		996,292.76	10.85%
2022/23 District Total		\$ 9,179,862	100.00%

Rank	Customer	2013/14 Revenues	Percentage of Total 2013/23 Revenues
1	Palm Springs Unified School District	\$ 109,839.24	2.12%
2	Two Bunch Palms, Bliss	70,214.22	1.36%
3	Caliente Springs	46,490.94	0.90%
4	Henry Baghdady	44,554.83	0.86%
5	Mission Lakes Country Club HOA	40,599.66	0.78%
6	Sky Haven HOA	38,897.16	0.75%
7	Palm Springs Unified School District	34,478.10	0.67%
8	Mountain View MHP	34,309.11	0.66%
9	JFAJ Properties	32,999.88	0.64%
10	Two Springs	30,712.92	0.59%
2013/14 Top Ten Total		483,096.06	9.33%
2013/14 District Total		\$ 5,179,267	100.00%

Source:

Mission Springs Water District Billing System

Mission Springs Water District

**Table 11: Sewer Rates
Last Ten Fiscal Years**

SEWER RATES

Fiscal Year	Single-Family Residential	Multi-Family Residential per Unit	Non-Residential
2014	\$31.23	\$23.92	\$1.98-\$12.94
2015	31.23	23.92	1.98-12.94
2016	36.92	23.51	2.46-6.88
2017	40.98	26.10	2.73-7.65
2018	45.49	28.98	3.04-8.50
2019	47.77	30.43	3.20-8.93
2020	50.16	31.96	3.36-9.38
2021	50.16	31.96	3.36-9.38
2022	50.16	31.96	3.36-9.38
2023	50.16	31.96	3.36-9.38

Source:

Mission Springs Water District Resolution No. 2010-26

Mission Springs Water District Resolution No. 2016-05

Mission Springs Water District

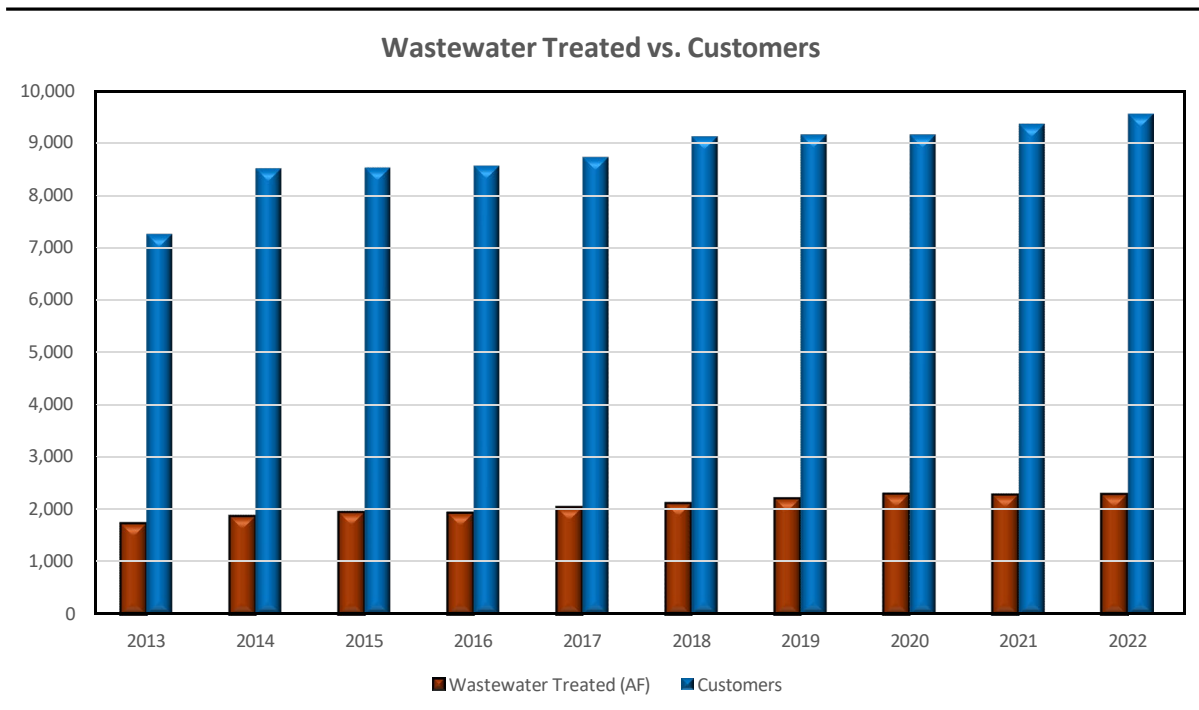
**Table 12: Wastewater Treated
Last Ten Calendar Years**

WASTEWATER TREATED

Fiscal Year	Wastewater Treated (AF)	Customers	% Residential Customers
2013	1,727	7,264	90%
2014	1,864	8,518	90%
2015	1,938	8,531	90%
2016	1,923	8,570	90%
2017	2,031	8,729	90%
2018	2,109	9,127	97%
2019	2,198	9,165	97%
2020	2,286	9,165	97%
2021	2,269	9,364	97%
2022	2,282	9,557	97%

Source:

Mission Springs Water District Wastewater Reports



Mission Springs Water District

**Table 13: Top Ten Sewer Customers
Current Year and Nine Years ago**

TOP TEN SEWER CUSTOMERS

Rank	Customer	2022/23 Revenues	Percentage of Total 2022/23 Revenues
1	Sky Haven HOA	\$ 75,810.85	0.76%
2	Snider Interests	74,602.64	0.75%
3	Mission Lakes Country Club HOA	64,078.32	0.64%
4	Snider Interests	51,005.00	0.51%
5	Jennifer Chen	38,331.93	0.38%
6	Vons	30,972.76	0.31%
7	Quick Quack Car Wash	30,073.65	0.30%
8	Stater Bros.	25,991.98	0.26%
9	Desert Inn Hotel/Spa	22,694.69	0.23%
10	Ranch Recovery Centers	19,974.78	0.20%
2022/23 Top Ten Total		433,536.60	4.34%
2022/23 District Total		\$9,983,371.00	100.00%

Rank	Customer	2013/14 Revenues	Percentage of Total 2013/14 Revenues
1	Vons	\$ 76,707.00	1.51%
2	Henry Baghdady	58,843.21	1.16%
3	Sky Haven HOA	55,819.40	1.10%
4	Mission Lakes Country Club HOA	48,354.84	0.95%
5	Jennifer Chen	33,892.80	0.67%
6	HPD Desert Hot Springs	31,000.31	0.61%
7	Stater Bros.	26,865.00	0.53%
8	Desert Inn Hotel/Spa	25,681.80	0.51%
9	Michael Bickford	15,998.40	0.31%
10	Sandy Palms	13,777.90	0.27%
2013/14 Top Ten Total		386,940.66	7.62%
2013/14 District Total		\$5,079,286.00	100.00%

Source:

Mission Springs Water District Billing System

Mission Springs Water District

**Table 14: Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years**

**DIRECT AND OVERLAPPING PROPERTY TAX RATES
(RATE PER \$100 OF TAXABLE VALUE)**

Agency	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Basic Levy ¹	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
Banning Unified School District	0.11284	0.10956	0.10826	0.10573	0.14473	0.14278	0.14526	0.14500	0.14588	0.14609
Coachella Valley Water District	0.10000	0.10000	0.10000	0.10000	0.10000	0.10000	0.10000	0.10000	0.11000	0.11000
Desert Community College District	0.01995	0.02325	0.02087	0.02036	0.04030	0.03978	0.03983	0.03947	0.03950	0.03950
Desert Water Agency	0.20000	0.20000	0.10000	0.10000	0.10000	0.10000	0.10000	0.10000	0.10000	0.10000
Mt. San Jacinto Jr College	0.00000	0.00000	0.01394	0.01320	0.01320	0.01320	0.01320	0.01320	0.01320	0.01320
Palm Springs Unified B & I 1992-A District	0.12961	0.10160	0.08978	0.11802	0.11146	0.10603	0.10542	0.10334	0.15030	0.15187
San Gorgonio Pass Memorial Hospital District	0.11896	0.11296	0.08143	0.08357	0.09052	0.08692	0.06990	0.06716	0.06281	0.06242
San Gorgonio Pass Water Agency	0.18500	0.18500	0.18500	0.18500	0.18250	0.18250	0.17750	0.17500	0.17500	0.17500
Total Direct & Overlapping² Tax Rates	1.86636	1.83237	1.69928	1.72588	1.78271	1.77121	1.75111	1.74317	1.79669	1.79808
Agency's Share of 1% Levy per Prop 13³	0.02446	0.02446	0.02446	0.02446	0.02446	0.02446	0.02446	0.02446	0.02446	0.02446
Voter Approved Agency Debt Rate										
Redevelopment Rate⁴										
Total Direct Rate⁵	0.01395	0.01351	0.01425	0.01361	0.01342	0.01347	0.01313	0.01296	0.01289	0.01283

Source:

Riverside County Assessor Tax Rate Tables

Notes:

- In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.
- Overlapping rates are those of local and county governments that apply to property owners within the Agency. Not all overlapping rates apply to all property owners.
- Agency's Share of 1% Levy is based on the Agency's share of the general fund tax rate area with the largest net taxable value within the Agency. The ERAF portion of the Agency's Levy has been subtracted where known.
- Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The approval of ABX1 26 eliminated Redevelopment from the State of California for the fiscal year 2012/13 and years thereafter.
- Total Direct Rate is the weighted average of all individual direct rates applied by the City/Agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purposes of this report, residual revenue is assumed to be distributed to the City/Agency in the same proportions as general fund revenue.

Mission Springs Water District

Table 15: Assessed Value of Taxable Property Last Ten Fiscal Years (In Thousands)

ASSESSED VALUE OF TAXABLE PROPERTY										
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Residential	\$1,229,467,290	\$1,343,055,552	\$1,434,323,191	\$1,495,952,584	\$1,616,750,150	\$1,727,453,840	\$1,823,597,231	\$1,933,050,804	\$2,066,482,768	\$2,323,560,087
Commercial	132,267,378	143,279,546	159,164,283	181,276,635	188,438,046	200,658,826	228,056,273	239,082,279	250,467,173	267,337,021
Industrial	46,905,553	46,008,470	46,878,318	64,567,853	86,011,514	111,245,462	169,136,530	275,003,321	324,393,156	376,693,291
Agricultural	492,397	494,543	504,035	511,425	601,266	612,904	68,397,704	70,087,217	80,466,145	86,412,272
Government Owned	-	-	-	-	-	11,272	11,497	11,726	4,384	4,468
Institutional	1,249,803	841,000	1,250,087	1,269,138	4,688,273	588,937	1,020,296	1,166,955	1,179,039	1,752,616
Miscellaneous	5,206,613	5,947,943	6,066,757	1,738,188	1,772,944	2,041,898	1,322,578	1,405,155	1,419,710	1,448,101
Recreational	8,104,922	8,232,722	8,454,239	8,552,730	8,672,878	8,838,348	8,975,429	9,154,931	9,228,803	9,413,374
Vacant	325,037,743	336,086,205	338,326,797	368,951,527	373,836,157	398,810,697	332,454,088	324,075,481	314,207,985	375,831,575
SBE Nonunitary	729,600,562	808,921,562	601,217,562	682,500,562	627,700,562	572,699,772	531,683,210	498,883,210	470,383,210	414,446,890
Cross Reference	20,110,480	30,894,200	21,915,545	22,459,694	22,550,375	25,122,982	25,343,213	26,539,170	27,674,679	27,926,619
Unsecured	285,903,806	282,213,207	279,654,556	261,465,368	254,566,068	246,537,461	221,683,767	224,869,786	209,919,920	198,937,767
Exempt	30,403,208	22,009,511	22,393,576	23,054,094	20,560,731	21,785,986	-	-	-	-
Unknown	-	-	-	-	-	-	3,159,899	3,219,429	214,130	1,117
Totals¹	\$2,784,346,547	\$3,005,974,950	\$2,897,755,370	\$3,089,245,704	\$3,185,588,233	\$3,294,622,399	\$3,414,841,715	\$3,606,549,464	\$3,756,041,102	\$4,083,765,198
Total Direct Rate	0.01395	0.01351	0.01425	0.01361	0.01342	0.01347	0.01313	0.01296	0.01289	0.01283

Source:

Riverside County Assessor Combined Tax Rolls

Notes:

1. Exempt values are not included in the Totals.

In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1%, based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exceptions, property is only reassessed as a result of new construction activity or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

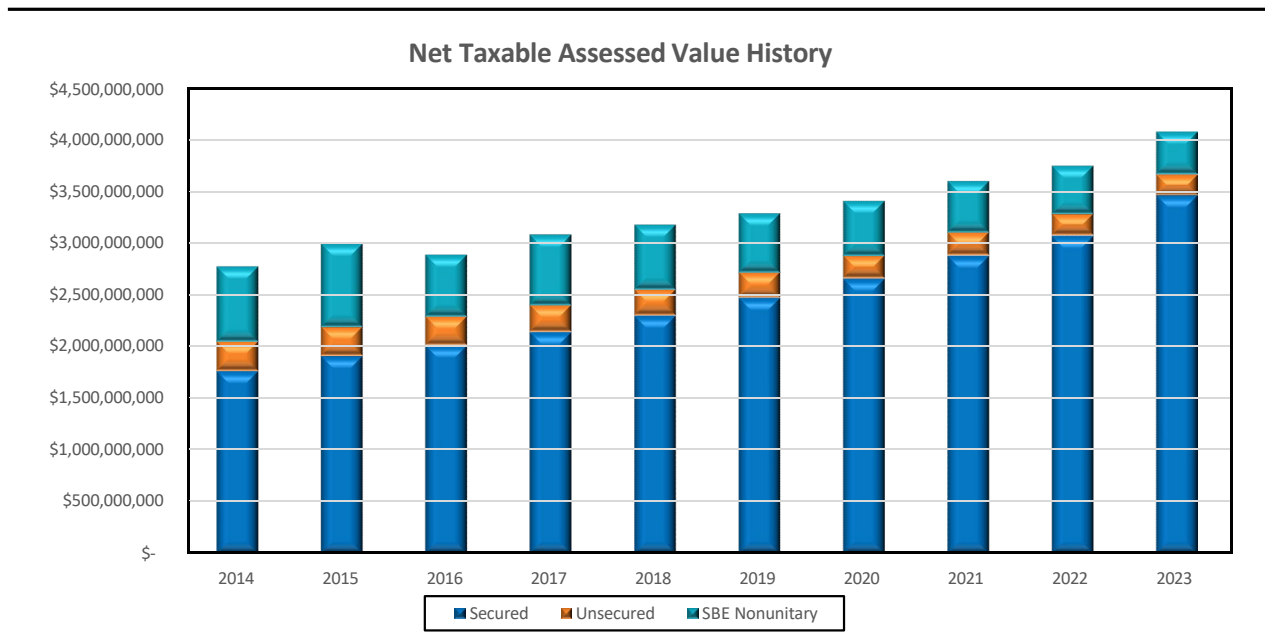
Mission Springs Water District

**Table 16: Net Taxable Assessed Value History
Last Ten Fiscal Years (In Thousands)**

NET TAXABLE ASSESSED VALUE HISTORY					
Fiscal Year	Secured	Unsecured	SBE Nonunitary	Net Total Assessed Value	Percent Increase/Decrease
2014	\$ 1,768,842,179	\$ 285,903,806	\$ 729,600,562	\$ 2,784,346,547	
2015	1,914,840,181	282,213,207	808,921,562	3,005,974,950	7.96%
2016	2,016,883,252	279,654,556	601,217,562	2,897,755,370	-3.60%
2017	2,145,279,774	261,465,368	682,500,562	3,089,245,704	6.61%
2018	2,303,321,603	254,566,068	627,700,562	3,185,588,233	3.12%
2019	2,475,385,166	246,537,461	572,699,772	3,294,622,399	3.42%
2020	2,661,474,738	221,683,767	531,683,210	3,414,841,715	3.65%
2021	2,882,796,468	224,869,786	498,883,210	3,606,549,464	5.61%
2022	3,075,737,972	209,919,920	470,383,210	3,756,041,102	4.15%
2023	3,470,380,541	198,937,767	414,446,890	4,083,765,198	8.73%
Average % Change					5.37%

Source:

Riverside County Assessor Combined Tax Rolls



Mission Springs Water District

Table 17: Top Ten Property Taxpayers
As of June 30, 2023

TOP TEN PROPERTY TAXPAYERS							
Rank	Taxpayer	FY 2023 Secured Taxable Assessed Value	Percent of FY 2023 Total District Secured Taxable Assessed Value	FY 2023 Unsecured Taxable Assessed Value	Percent of FY 2023 Total District Unsecured Taxable Assessed Value	FY 2023 Total Taxable Assessed Value	Percent of FY 2023 Total District Taxable Assessed Value
1	Sentinel Energy LLC	\$ 400,000,000	10.30%	-	0.00%	\$ 400,000,000	9.79%
2	IIP - California 6	51,000,000	1.31%	-	0.00%	51,000,000	1.25%
3	Windpower Partners 1993 LP	346,483	1.00%	41,654,588	20.94%	42,001,071	1.03%
4	IIP California 2	35,179,950	91.00%	-	0.00%	35,179,950	0.86%
5	Kings Garden Inc	-	0.00%	26,651,631	13.40%	26,651,631	0.65%
6	Dillon Wind LLC	63,920	0.00%	26,102,073	13.12%	26,165,993	0.64%
7	CCL Realty V	23,679,499	61.00%	-	0.00%	23,679,499	0.58%
8	Walton California LLC	22,849,846	59.00%	-	0.00%	22,849,846	0.56%
9	DHS Facilities	21,301,633	55.00%	-	0.00%	21,301,633	0.52%
10	San Gorgonio Westwinds II LLC	-	0.00%	18,871,116	9.49%	18,871,116	0.46%
2023 Top Ten Total		554,420,971	14.27%	113,279,408	56.94%	667,700,379	16.35%
2023 District Total		\$ 3,884,827,431	100.00%	\$ 198,937,767	100.00%	\$ 4,083,765,198	100.00%

Rank	Taxpayer	FY 2014 Secured Taxable Assessed Value	Percent of FY 2014 Total District Secured Taxable Assessed Value	FY 2014 Unsecured Taxable Assessed Value	Percent of FY 2014 Total District Unsecured Taxable Assessed Value	FY 2014 Total Taxable Assessed Value	Percent of FY 2014 Total District Taxable Assessed Value
1	CPV Sentinel LLC	\$ 682,761,988	27.33%	-	0.00%	\$ 682,761,988	24.52%
2	Mountain View Power Partners LLC	2,393,926	10.00%	86,340,636	30.20%	88,734,562	3.19%
3	Windpower Partners 1993 LP	298,594	1.00%	53,962,697	18.87%	54,261,291	1.95%
4	Indigo Generation LLC	46,900,000	1.88%	-	0.00%	46,900,000	1.68%
5	Dillon Wind LLC	55,096	0.00%	29,632,689	10.36%	29,687,785	1.07%
6	Shell Wind Energy Inc	-	0.00%	19,976,202	6.99%	19,976,202	0.72%
7	San Gorgonio Westwinds II LLC	-	0.00%	15,263,000	5.34%	15,263,000	0.55%
8	Walton California LLC	14,494,189	0.58%	-	0.00%	14,494,189	0.52%
9	Robin S Trotochau	14,138,717	0.57%	-	0.00%	14,138,717	0.51%
10	Bubbling Wells Properties	10,246,908	0.41%	-	0.00%	10,246,908	0.37%
2014 Top Ten Total		771,289,418	30.87%	205,175,224	71.76%	976,464,642	35.07%
2014 District Total		\$ 2,498,442,741	100.00%	\$ 285,903,806	100.00%	\$ 2,784,346,547	100.00%

Source:
Riverside County Assessor Combined Tax Rolls and the SBE Nonunitary Tax Roll

Mission Springs Water District

**Table 18: Computation of Legal Debt Margin
Last Ten Fiscal Years**

COMPUTATION OF LEGAL DEBT MARGIN										
Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total Assessed Value	\$3,005,974,950	\$2,897,755,370	\$3,089,245,704	\$3,185,588,233	\$3,294,622,399	\$3,414,841,715	\$3,606,549,464	\$3,756,041,102	\$4,083,765,198	\$4,019,772,113
Conversion Percentage	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Adjusted Assessed Valuation	751,493,738	724,438,843	772,311,426	796,397,058	823,655,600	853,710,429	901,637,366	939,010,276	1,020,941,300	1,004,943,028
Debt Limit Percentage	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Legal Debt Limit	112,724,061	108,665,826	115,846,714	119,459,559	123,548,340	128,056,564	135,245,605	140,851,541	153,141,195	150,741,454
Outstanding Debt	9,771,986	12,009,674	11,342,954	10,784,906	10,268,005	9,638,029	8,989,651	8,321,297	7,632,280	22,656,226
Less Amount Reserved for Debt	-	-	-	-	-	-	-	-	-	-
Net Applicable to Limit	\$9,771,986	\$12,009,674	\$11,342,954	\$10,784,906	\$10,268,005	\$9,638,029	\$8,989,651	\$8,321,297	\$7,632,280	\$22,656,226
Legal Debt Margin	\$ 102,952,075	\$ 96,656,152	\$ 104,503,760	\$ 108,674,653	\$ 113,280,335	\$ 118,418,535	\$ 126,255,954	\$ 132,530,244	\$ 145,508,915	\$ 128,085,228
Total Debt Applicable to the Limit as a Percentage of Debt Limit	7%	11%	10%	9%	8%	8%	7%	6%	5%	5%

Source:

Riverside County Assessor Combined Tax Rolls

Notes:

The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value.

Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computation shown above, reflect a conversion of assessed

valuation data for each fiscal year from the current full valuation perspective, to the 25% level that was in effect at the time that the legal debt margin was enacted by the State of California for local governments located within the state.

Mission Springs Water District

**Table 19: Ratio of Outstanding Debt by Type
Last Ten Fiscal Years**

RATIO OF OUTSTANDING DEBT BY TYPE

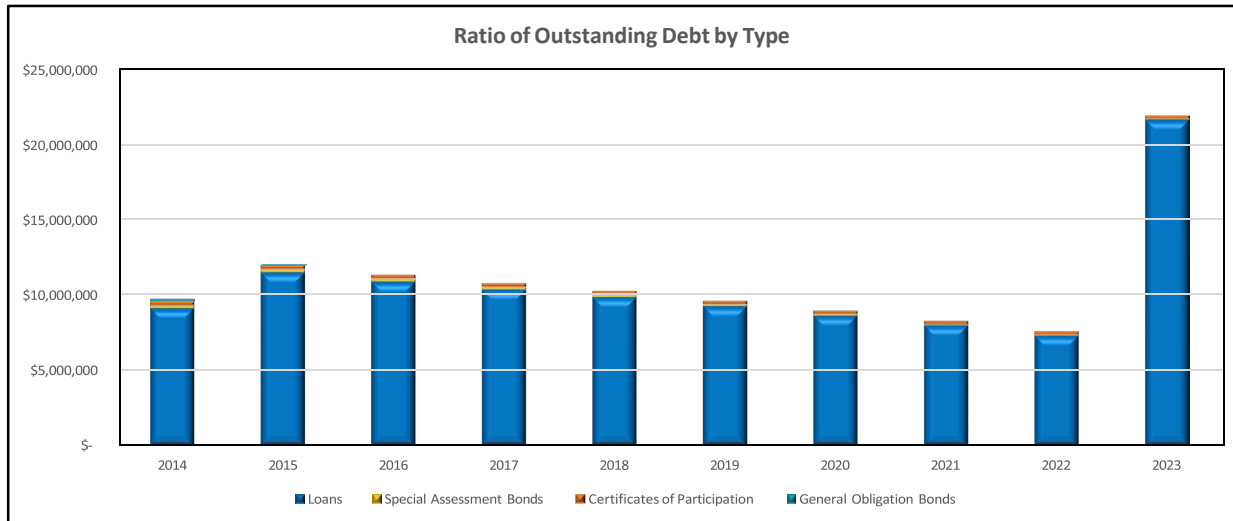
Fiscal Year	Loans	Leases Payable	Subscription Payable	Special Assessment Bonds	Certificates of Participation	General Obligation Bonds	Total of Outstanding Debt	Percentage of Personal Income ¹	Debt per Capita ²
2014	\$ 9,151,137	\$ -	\$ -	\$ 156,000	\$ 292,200	\$ 172,649	\$ 9,771,986		341.62
2015	11,527,155	-	-	152,000	286,401	44,118	12,009,674		417.09
2016	10,923,553	-	-	139,000	280,401	-	11,342,954		392.69
2017	10,384,805	-	-	126,000	274,101	-	10,784,906	0.019%	367.50
2018	9,888,504	-	-	112,000	267,501	-	10,268,005	0.017%	355.48
2019	9,280,428	-	-	97,000	260,601	-	9,638,029	0.015%	333.75
2020	8,654,250	-	-	82,000	253,401	-	8,989,651	0.013%	303.59
2021	8,009,396	-	-	66,000	245,901	-	8,321,297	0.011%	256.92
2022	7,345,279	334,915	-	49,000	238,001	-	7,967,195	0.010%	234.06
2023	21,661,284	588,272	145,869	31,000	229,801	-	22,656,226	0.010%	234.06

Source:

Mission Springs Water District Audited Financial Statements

Notes:

- Using Riverside County total personal income for prior calendar year
- Using the City of Desert Hot Springs total population for prior calendar year



Mission Springs Water District

**Table 20: Direct and Overlapping Debt
As of June 30, 2023**

DIRECT AND OVERLAPPING DEBT

2022-2023 Assessed Valuation: \$4,019,772,113

Direct and Overlapping Tax and Assessment Debt	Total Debt 6/30/2023	% Applicable ¹	District's Share of Debt 6/30/2023
Desert Community College District	\$ 486,615,000	3.864%	\$ 18,802,804
Mount San Jacinto Community College District	247,850,000	0.091%	225,544
Banning Unified School District	55,637,555	3.041%	1,691,938
Palm Springs Unified School District	418,287,347	10.071%	42,125,719
San Geronio Memorial Hospital District	1,086,997,480	0.856%	930,471
Mission Springs Water District	-	100.000%	-
California Statewide Community Development Authority Assessment District	431,000	100.000%	431,000
Mission Springs Water District 1915 Act Bonds	3,714,000	100.000%	3,714,000
Total Direct and Overlapping Tax and Assessment Debt			\$ 67,921,476

Overlapping General Fund Debt	Total Debt 6/30/2023	% Applicable ¹	District's Share of Debt 6/30/2023
Riverside County General Fund Obligations	\$ 686,776,829	1.110%	\$ 7,623,223
Riverside County Pension Obligation Bonds	748,540,000	1.110%	8,308,794
Banning Unified School District Certificates of Participation	8,376,000	3.041%	254,714
City of Desert Hot Springs General Fund Obligations	34,610,000	97.603%	33,780,398
City of Palm Springs General Fund Obligations	103,612,386	1.438%	1,489,946
City of Palm Springs Pension Obligation Bonds	14,328,594	1.438%	206,045
Total Overlapping General Fund Debt			\$ 51,663,120

Overlapping Tax Increment Debt (Successor Agency)	\$ 169,332,231	1.420%-100.000%	\$ 20,156,624
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Total Direct Debt			\$0
Total Overlapping Debt			\$ 139,741,220
Combined Total Debt²			\$ 139,741,220

Ratios to 2022-2023 Assessed Valuation	
Total Direct Debt (\$0)	0.000%
Total Overlapping Tax and Assessment Debt	1.690%
Combined Total Debt	3.480%

Ratios to Redevelopment Successor Agencies Incremental Valuation (\$1,359,054,546)	
Total Overlapping Tax Increment Debt	2.340%

Source:

California Municipal Statistics, Inc.

Notes:

1. The percentage of overlapping debt applicable is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assess value that is within the boundaries of the district divided by the overlapping district's total taxable assessed value.
2. Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue bonds, and non-bonded capital lease obligations.

*Mission Springs Water District***Table 20: Demographic and Economic Statistics in Riverside County
Last Ten Calendar Years****DEMOGRAPHIC AND ECONOMIC STATISTICS
IN RIVERSIDE COUNTY**

Calendar Year	Population ¹	Personal Income ² (In Thousands)	Per Capita Personal Income ²	Unemployment Rate ³
2013	2,279,967			8.3%
2014	2,280,191			8.2%
2015	2,347,828			6.7%
2016	2,384,783			6.1%
2017	2,415,955	56,801,939	23,511	5.2%
2018	2,440,124	60,522,468	24,803	4.4%
2019	2,442,304	64,686,882	26,486	4.2%
2020	2,454,453	68,958,268	28,095	9.9%
2021	2,435,525	72,924,895	29,942	7.3%
2022	2,439,234	77,289,878	31,686	4.2%

Source:

1. State of California, Department of Finance, Demographic Research Unit
2. U.S. Census Bureau, most recent American Community Survey
3. State of California, Employment Development Department

Notes:

Data shown represents the entire County of Riverside

Mission Springs Water District

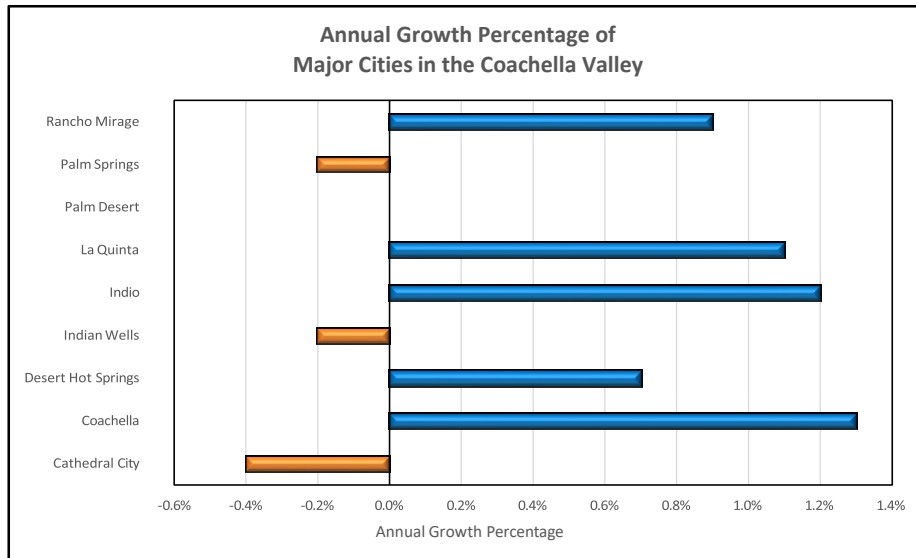
Table 21: Population of Major Cities in the Coachella Valley Last Ten Calendar Years

POPULATION OF MAJOR CITIES IN THE COACHELLA VALLEY

Calendar Year	Cathedral City	Coachella	Desert Hot Springs	Indian Wells	Indio	La Quinta	Palm Desert	Palm Springs	Rancho Mirage	Total
2013	53,163	43,676	28,385	5,199	83,450	38,156	48,282	45,465	17,685	363,461
2014	53,480	44,614	28,605	5,265	84,655	38,720	48,494	45,818	17,783	367,434
2015	53,859	45,001	28,794	5,336	86,683	39,311	48,835	46,204	17,920	371,943
2016	54,040	45,135	28,885	5,375	87,382	40,176	50,154	46,886	18,093	376,126
2017	54,296	45,273	29,347	5,549	86,632	40,605	52,085	47,157	18,579	379,523
2018	54,902	45,839	28,885	5,440	91,240	41,535	53,185	48,375	18,336	387,737
2019	55,007	45,713	28,878	5,470	91,765	41,748	53,275	48,518	18,528	388,902
2020	55,678	46,564	29,611	5,544	91,919	42,271	53,524	48,929	18,954	392,994
2021	51,621	41,935	32,389	4,785	89,789	37,562	50,626	44,165	16,854	369,726
2022	51,433	42,462	32,608	4,774	90,837	37,979	50,615	44,092	17,012	371,812
Annual Growth Rate Percentage	-0.4%	1.3%	0.7%	-0.2%	1.2%	1.1%	0.0%	-0.2%	0.9%	0.6%

Source:

State of California, Department of Finance, Demographic Research Unit
U.S. Census Bureau



Mission Springs Water District

**Table 22: Top Ten Employers in Riverside County
Current Year and Nine Years Ago**

TOP TEN EMPLOYERS IN RIVERSIDE COUNTY

Rank	Employer	Number of 2022/23 Employees	Percentage of Total 2022/23 County Employment
1	County of Riverside	23,772	2.13%
2	Amazon	14,500	1.30%
3	March Air Reserve Base	9,600	0.86%
4	University of California, Riverside	8,593	0.77%
5	Moreno Valley Unified School District	6,020	0.54%
6	Kaiser Permanente Riverside Medical Clinic	5,817	0.52%
7	Corona-Norco Unified School District	5,478	0.49%
8	Riverside Unified School District	5,431	0.49%
9	Stater Brothers	4,699	0.42%
10	Mount San Jacinto Community College District	4,638	0.42%
2022/23 Top Ten Total		88,548	7.94%
2022/23 County Total		1,115,214	100.00%

Rank	Employer	Number of 2013 Employees	Percentage of Total 2013/14 County Employees
1	County of Riverside	19,916	2.30%
2	March Air Reserve Base	8,500	0.98%
3	Stater Brothers	6,900	0.80%
4	University of California, Riverside	5,514	0.64%
5	Kaiser Permanente Riverside Medical Clinic	5,270	0.61%
6	Pechanga Resort and Casino	4,500	0.52%
7	Corona-Norco Unified School District	4,300	0.49%
8	Wal-Mart	4,068	0.47%
9	Riverside Unified School District	4,000	0.46%
10	Hemet Unified School District	3,572	0.41%
2013/14 Top Ten Total		66,540	7.68%
2013/14 County Total		866,406	100

Source:

County of Riverside Economic Development Agency

Mission Springs Water District

**Table 23: Full-Time Equivalent Employees by Department
Last Ten Fiscal Years**

FULL-TIME EQUIVALENT EMPLOYEES BY DEPARTMENT										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Executive	3	3	4	4	5	5	5	5	2	2
Administration	1	1	3	2	2	2	2	2	4	4
Innovation & Technology	0	0	0	0	0	0	0	0	1	1
Finance	1	1	0	0	0	0	0	0	1	1
Accounting	5	5	3	3	3	3	3	3	4	4
Customer Service	4	4	4	5	5	5	5	5	5	5
Operations	0	1	3	3	4	4	3	3	3	3
Engineering	2	2	2	2	2	2	3	3	5	5
Field Operations	4	3	4	5	5	5	5	5	4	4
Construction & Maintenance	7	7	10	10	10	10	10	10	10	11
Water Production	4	4	3	3	3	3	5	5	5	4
Wastewater Treatment	6	6	6	6	6	6	6	6	6	7
Wastewater Collections	0	0	0	0	0	0	2	2	2	2
Total Budgeted FTEs	37	37	42	43	45	45	49	49	52	53

Source:

Mission Springs Water District Annual Budgets

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AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): MARCH 14 & 18, 2024

FROM: ERIC WECK, P.E., ENGINEERING MANAGER

FOR: ACTION X DIRECTION _____ INFORMATION _____



NOTICE OF ACCEPTANCE OF THE SUPPLEMENTAL ENVIRONMENTAL PROJECT

STAFF RECOMMENDATION

Board acceptance of the Supplemental Environmental Project as complete and authorize the release of retention money held for R.E. Chaffee Construction, Inc., in the amount of \$19,543.85, thirty-five days after filing the Notice of Completion (NOC).

SUMMARY

On September 19, 2023, MSWD awarded the Supplemental Environmental Project (SEP) to R.E. Chaffee Construction, Inc. in the amount of \$429,964.70 (including a 10% contingency). The project scope consisted of the connection of 21 properties to the District’s existing sewer service, and abandonment of 21 septic tanks.

ANALYSIS

The SEP project is a septic to sewer conversion project to mitigate the potential of groundwater impacts from existing septic systems. 21 properties were selected based on their proximity to existing wells and the feasibility to have them connected to the existing sewer collection systems that are currently in place. R.E. Chaffee Construction, Inc. was the lowest responsive bidder and submitted a bid in the amount of \$390,877. After construction was completed, the final construction cost was \$390,877.00, as there were no Contract Change Orders necessary to adjust the project scope. Pursuant to the Public Contract Code, 5% of the invoice amount is withheld from the Contractor and is returned 35 days after the Notice of Completion is filed with the County of Riverside. The amount of retention to be returned to the Contractor is \$19,543.85.

FISCAL IMPACT

The final construction contract costs for the project is \$390,877.00, which includes the 5% retention.

ATTACHMENTS

Notice of Completion – R.E. Chaffee, Inc.
 Contract – R.E. Chaffee, Inc.

FINANCIAL DATA		
Cost Associated with this action:	\$0	
Current FY cost:	\$390,877	
Future FY cost:	\$0	
Is it covered in current year budget:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Budget adjustment needed:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
If yes, year needed:	NA	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Operations	
BID/Job#	870/11732	
Current BID/Job balance	\$544,000	
Balance remaining if approved:	\$153,123	

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 _____.

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FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is Mission Springs Water District
3. The full address of the owner is 66575 Second Street, Desert Hot Springs, CA 92240
4. The nature of the interest or estate of the owner is in fee.

(if other than fee, strike "in fee" and interest, for example, "purchaser under contract of purchases," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAME	ADDRESS

6. A work of improvement on the property hereinafter described was completed on 12/07/2023
The work done was: Supplemental Environmental Project Private Septic System Conversion Program Project – MSWD Project Order No. 23-003-S

7. The name of the contractor, if any, for such work of improvement was RE Chaffee Construction, 6001 Park Drive, Wrightwood, CA 92397

10/23/2023

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the City of Desert Hot Springs
County of Riverside, State of California, and is described as follows: Various location within Desert Hot Springs, within MSWD's service area.

9. The street address of said property is: None
(if no street address has been officially assigned, insert none)

Dated: _____

Brian Macy, General Manager
Mission Springs Water District

VERIFICATION

I, the undersigned, say: I am the General Manager, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my knowledge. I declare under penalty or perjury that the foregoing is true and correct.

Executed on _____, 20 24, at Desert Hot Springs, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

AGREEMENT

Contract DIR No. 490213

THIS AGREEMENT, made this 23rd day of October, 2023, by and between the MISSION SPRINGS WATER DISTRICT hereinafter called "Owner", and RE Chaffee Construction Inc. doing business as RE Chaffee Construction Inc. *, 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 the **"Supplemental Environmental Project Private Septic System Conversion Program"**
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 **sixty (60) 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 \$500 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 **\$ 390,877.00** 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
 - o. Detailed Technical Provisions
 - p. Standard Drawings and Details
 - q. Drawings prepared for Mission Springs Water District
 - r. Addenda:

No. 1 , dated July 26 , 2023

No. , dated , 2023

No. , dated , 2023

- 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.

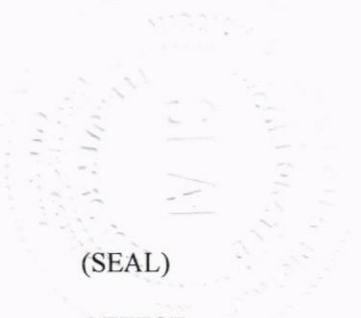
10. Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file 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 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 attorney's 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 which shall be deemed an original on the date first above written.



(SEAL)

ATTEST:

[Signature]

Name Dori Petee
(Please Type)

Title Executive Assistant

OWNER:

MISSION SPRINGS WATER DISTRICT

By [Signature]

Name Brian Macy
(Please Type)

Title Interim General Manager

CONTRACTOR:

RE Chaffee Construction Inc.

By [Signature]

Name Ronald E. Chaffee Jr
(Please Type)

Address 6001 Park Drive PO Box 3087
Wrightwood, CA 92397

Contractor's License No. 897948

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 RE Chatce Construction

By [Signature]

Title President

Contractor License No. 897948

Date 10/04/2023

**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 **RE Chaffee Construction, Inc.**, (hereinafter designated as the "Contractor"), a contract dated September 19, 2023, for work described as follows: Construction of the "**Supplemental Environmental Project Private Septic System Conversion Program**" (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, RE Chaffee Construction, Inc., the undersigned Contractor, as Principal, and Everest Reinsurance Company, a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Mission Springs Water District, a County Water District 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 three hundred ninety thousand eight hundred seventy seven and no/100 Dollars (\$ 390,877.00), 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 judgment 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.

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 September 21, 2023.

PRINCIPAL:

RE Chaffee Construction, Inc.

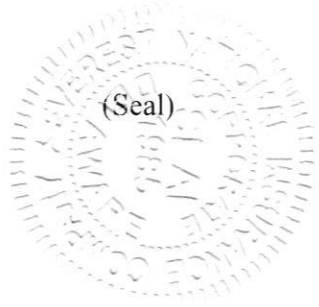
By [Signature]



SURETY:

Everest Reinsurance Company

By [Signature]
Attorney-in-Fact Michael J. Mesenbrink



IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

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.

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)

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)

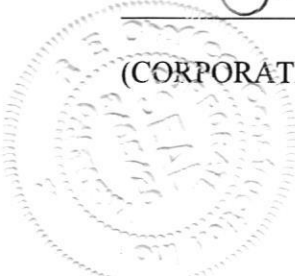
NOTE: A copy of the power of attorney to local representatives the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jessica Chaffee, certify that I am the Corporate Secretary of the corporation named as Principal to the within bond; that Ronald E. Chaffee Jr. who signed the said bond on behalf of the principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.

Jessica Chaffee

(CORPORATE SEAL)



ACKNOWLEDGMENT OF SURETY

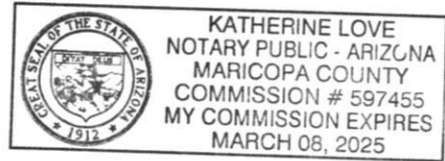
STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 21st day of September, 2023, before me personally came Michael J. Mesenbrink, to me known to be the person described in and, who, being by me, did depose and say that he resides in Scottsdale, Arizona; that he is the Attorney-in-Fact of Everest Reinsurance Company, the corporation described in and which executed the attached instrument; that he knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name there by like order.



Katherine Love, Notary Public

My commission expires: March 8, 2025



(Notary Seal)

Nº 6296

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Everest Reinsurance Company

of Wilmington, Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 10th day of April, 19 96, I have hereunto set my hand and caused my official seal to be affixed this 10th day of April, 19 96.



By

Chuck Quackenbush
Insurance Commissioner
Victoria S. Sidbury
Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application herefor and the conditions contained herein.

**POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Margie Wager, Michael J. Mesenbrink, Heather J. Perrin, Jeri Lynn Thompson, Maria R. Lucero, Katie Love

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company



By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027



Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 21st day of September 2023.



By: Sylvia Semerdjian, Secretary

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 _____
RE Chaffee Construction, Inc., (hereinafter designated as the "Contractor"), a contract for the work described as follows:

Construction of the "**Supplemental Environmental Project Private Septic System Conversion Program**" (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 September 19, 2023, (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, _____ RE Chaffee Construction, Inc., the undersigned Contractor, as Principal, and _____ Everest Reinsurance Company, a corporation organized and existing under the laws of the State of _____ Delaware, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ Mission Springs Water District, a County Water District in the sum of three hundred ninety thousand eight hundred seventy seven and no/100 _____ Dollars (\$ 390,877.00), 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 judgement 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:VII 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 September 21, 2023.

PRINCIPAL:

RE Chaffee Construction, Inc.

By [Signature]

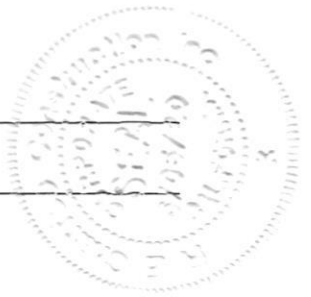
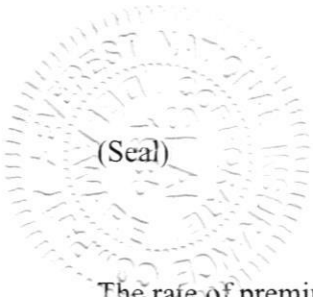
SURETY:

Everest Reinsurance Company

By [Signature]

Attorney-in-Fact

Michael J. Mesenbrink



The rate of premium on this bond is First \$500,000 \$15.00 \$5,863.16

The total amount of premium charged, \$ 5,863.00. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

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

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)

Commission expires _____

(SEAL)

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jessica Chatte, certify that I am the Corporate Secretary of the corporation named as Principal to the within bond; that Ronald E. Chatte Jr. who signed the said bond on behalf of the principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing bond.



(CORPORATE SEAL)

Jessica Chatte

ACKNOWLEDGMENT OF SURETY

STATE OF ARIZONA)
COUNTY OF MARICOPA)

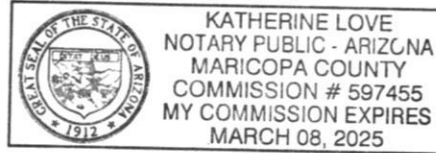
On this 21st day of September, 2023, before me personally came Michael J. Mesenbrink, to me known to be the person described in and, who, being by me, did depose and say that he resides in Scottsdale, Arizona; that he is the Attorney-in-Fact of Everest Reinsurance Company,

the corporation described in and which executed the attached instrument; that he knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name there by like order.



Katherine Love, Notary Public

My commission expires: March 8, 2025



(Notary Seal)

Nº 6296

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Everest Reinsurance Company

of Wilmington, Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 10th day of April, 19 96, I have hereunto set my hand and caused my official seal to be affixed this 10th day of April, 19 96.



By

Chuck Quackenbush
Insurance Commissioner
Victoria S. Sidbury
Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Margie Wager, Michael J. Mesenbrink, Heather J. Perrin, Jeri Lynn Thompson, Maria R. Lucero, Katie Love

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company



By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

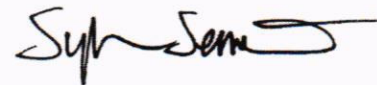
LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027



Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 21st day of September 2023.



By: Sylvia Semerdjian, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baccarella Insurance Services, Inc. 3610 Central Ave. Suite #200 Riverside CA 92506-	CONTACT NAME: Angelica Jensen PHONE (A/C, No., Ext.): (877)687-6987 FAX (A/C, No.): (877)373-5608 E-MAIL ADDRESS: Angelica@bacins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Atlantic Specialty Insurance Company NAIC # 27154	
INSURER B: Hamilton Select Insurance Inc. 17178	
INSURER C: State Compensation Insurance Fund 35076	
INSURER D: SiriusPoint Specialty Insurance Corporation 16820	
INSURER E: United Financial Casualty 11770	
INSURER F: Westchester Surplus Lines Insurance Co 10172	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <small>GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:</small>	X	X	PCHS318462	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			03901758-3	01/25/2023	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <small>DED RETENTION \$</small>		X	XCHS318426 TSX-000237-23	03/22/2023 03/22/2023	03/22/2024 03/22/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <small>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</small> <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	9236180-22	08/04/2022	08/04/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F A	Pollution Builders Risk - Various locations on file, Desert Hot Springs CA 92240			G74426505 001 790038039-0000	02/10/2023 10/30/2023	02/10/2024 12/30/2023	Occurrence \$1,000,000 Any on Loss \$390,877 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Umbrella Policy goes over General Liability, Auto and Workers Comp -- SiriusPoint Specialty 5M in excess to Hamilton 5M Umbrella bringing limit to 10M. Project: Supplemental Environmental Project Private Septic System Conversion Program -- Mission Springs Water District its officers, employees, agents and independent contractors are hereby named as Additional Insured as their interest may appear, per blanket AI form #'s CG 2010 0413 & CG 2037 0413 for ongoing & completed operations. Waiver applies to GL & WC per form #'s CG2404 0509 & #2572 respectively. Insurance is primary & non-contributory per form #HSC4111 0722. Additional insured and waiver of subrogation apply to the auto per the attached forms. **Excess Follows forms & conditions of underlying policies** Forms attached.

CERTIFICATE HOLDER Mission Springs Water District, a County Water District 66575 2nd St. Desert Hot Springs CA 92240-	CANCELLATION AI 020568 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE

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 forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: Hamilton Select Insurance

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability Bodily Injury</u>	<u>Property Damage</u>
PCHS318462	03/22/2023	03/22/2024	see attached	see attached
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

POLICY NUMBER: PCHS318462

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: PCHS318462

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: PCHS318462

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER: PCHS318462

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>Where required by written contract or written agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED AGGREGATE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following is added to this policy:

SCHEDULE

Maximum Aggregate Limit:	\$5,000,000
--------------------------	-------------

SECTION III – LIMITS OF INSURANCE is amended with the addition of the following:

The General Aggregate Limit applies separately to each “project” of the Named Insured.

Notwithstanding the application of the General Aggregate limit to each “project” of the Named Insured, under no circumstances will we pay more than the Maximum Aggregate Limit shown in the **SCHEDULE** above for all claims arising out of all “projects” as applicable under this policy.

SECTION V – DEFINITIONS, is amended by adding the following:

“Project” means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract are not separate “projects” within the meaning of this coverage.

All other terms, conditions and exclusions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE

It is understood and agreed that the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **4. Other Insurance, a. Primary Insurance**:

SCHEDULE

Person(s) or Entity(ies):	
----------------------------------	--

If no entry appears above, this endorsement applies to any person or entity that qualifies as an Additional Insured under this policy

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to any **Person(s) or Entity(ies)** shown in the **SCHEDULE** above you are required by written contract to add as an Additional Insured provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed by written contract that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract.

All other terms, conditions and exclusions remain unchanged.



COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NUMBER: PCHS318462

NAMED INSURED:	R.E. Chaffee Construction Inc.; Ronnie Chaffee
MAILING ADDRESS:	P.O Box 3087, Wrightwood, CA 92397
PROPOSED EFFECTIVE PERIOD:	03/22/2023 to 03/22/2024 12:01 AM AT THE ADDRESS OF THE NAMED INSURED AS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$50,000	Any one premises
Medical Expense Limit	\$5,000	Any one person
Personal and Advertising Injury Limit	\$1,000,000	Any one person or organization
General Aggregate Limit	\$2,000,000	
Products / Completed Operations Aggregate Limit	\$2,000,000	

DESCRIPTION OF BUSINESS	
DESCRIPTION OF OPERATIONS:	General Building Contractor
BUSINESS ENTITY TYPE:	Corporation

CLASSIFICATION & RATING						
LOC #	Class code	Class Description	Premium Base	Basis	Composite Rate	Premium
1	99946	Water Mains or Connection Construction	4,500,000	Gross Sales	Refer to HSC2003 Composite Rate Endorsement	\$34,918
1	98820	Sewer Mains or Connections Construction	Included	Included		Included
1	91585	Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection of buildings - NOC	Included	Included		Included
1	91583	Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings	Included	Included		Included

PLEASE SEE HSC2101 - SCHEDULE OF LOCATION(S) FOR DESCRIPTION OF LOCATIONS ON FILE WITH THE COMPANY

PREMIUMS	
TOTAL PREMIUM (MINIMUM AND DEPOSIT):	\$34,918
TOTAL COMPANY FEES:	\$350
TOTAL PAYABLE AT INCEPTION:	\$35,268

AUDIT			
POLICY SUBJECT TO AUDIT?	Yes	AUDIT PERIOD:	Annual

ENDORSEMENTS
Form(s) and Endorsements made part of this policy at time of issue: See AP7004 Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGR PART(S) AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.



SCHEDULE OF UNDERLYING INSURANCE

PRIMARY INSURANCE: General Liability			
Carrier:	Hamilton Select Insurance Inc	Limits of Insurance:	
Policy Number:	PCHS318462	Each Occurrence/Claim:	\$1,000,000
Policy Dates:	3/22/2023-3/22/2024	General Aggregate:	\$2,000,000
Coverage Form:	Occurrence	Products and Completed Operations Aggregate:	\$2,000,000
Retroactive Date:		Personal and Advertising Injury:	1,000,000
PRIMARY INSURANCE: Automobile Liability			
Carrier:	United Financial Casualty Company	Limits of Insurance:	
Policy Number:		Combined Single Limit:	\$1,000,000
Policy Dates:	1/25/2023-7/25/2023		
Coverage Form	Occurrence		
PRIMARY INSURANCE: Employers' Liability			
Carrier:	State Compensation Insurance Fund	Limits of Insurance:	
Policy Number:		Bodily Injury Per Accident Limit:	\$1,000,000
Policy Dates:	8/4/2022-8/4/2023	Bodily Injury Per Disease Limit:	\$1,000,000
Coverage Form	Occurrence	Bodily Injury Each Employee Limit:	\$1,000,000



COMMERCIAL EXCESS LIABILITY DECLARATIONS

POLICY NUMBER: XCHS318426 **NO FLAT CANCELLATION**
NAMED INSURED: R.E Chaffee Construction Inc.; Ronnie Chaffee dba R.E. Chaffee Construction
MAILING ADDRESS: P.O Box 3087 Wrightwood, CA 92397

In consideration of the payment of the premium, subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. POLICY PERIOD

From: 3/22/2023 To: 3/22/2024 at 12:01 AM at the address of the named insured as shown above

2. RETROACTIVE DATE

Retroactive Date: N/A at 12:01 AM at the address of the named insured as shown above.

3. BUSINESS DESCRIPTION

General Building Contractor

4. LIMITS OF INSURANCE

Each Occurrence:	\$5,000,000
Annual Aggregate:	\$5,000,000

5. SCHEDULE OF UNDERLYING INSURANCE

Refer to XS1002 Schedule of Underlying Insurance

6. PREMIUM AND COMPANY FEES

Deposit Premium:	\$34,273	California Premium:	\$34,273.00
TRIA Premium:	\$0	Non-Taxable Fees:	\$785.00
Company Fee:	\$150	Taxable Fees:	\$150.00
Total (of Premiums and Company Fee):	\$34,423	Surplus Lines Tax:	\$1,032.69
		Stamping Fee:	\$61.96

7. AUDIT

Policy Subject to Audit No Refer to XS4010 Premium Audit Condition

8. FORMS AND ENDORSEMENTS

Refer to AP7004 Schedule of Forms

These Declarations, together with the coverage form(s) and any endorsements(s), complete the above numbered policy.

SCHEDULE OF FORMS

<u>FORM NUMBER</u>	<u>FORM NAME</u>
CA D2	CA Disclosures
XS1001 (01/22)	Excess Casualty Declarations Page
AP7004 (03/21)	Schedule of Forms
XS1002 (09/21)	Schedule of Underlying Insurance
XS1000 (08/22)	Commercial Excess Liability Policy
XS2001 (01/22)	Minimum Policy Premium
XS3000 (01/22)	Exclusion - Terrorism
XS3001 (01/22)	Exclusion - Communicable Disease
XS3013 (01/22)	Exclusion - New York
XS3023 (01/22)	Exclusion - Cyber Liability
XS3026 (04/22)	Exclusion - Human Trafficking or Exploitation
XS3076 (08/22)	Exclusion - Maritime Laws
XS4102 (08/22)	Waiver of Transfer of Rights of Recovery Against Others to us Where Required by Written Contract
XS4111 (08/22)	Primary and Noncontributory Insurance Condition
AP7300 (07/21)	Nuclear Energy Liability Exclusion
AP7301 (07/21)	Biometric Data Exclusion
AP7302 (01/22)	Trade or Economic Sanctions Exclusion
AP7000 (01/22)	Signature Endorsement
AP7001 (01/22)	Where to Report a Claim
AP7002 (07/21)	Privacy Notice
AP7003 (07/21)	OFAC Advisory Notice to Policyholders



Excess Casualty Declarations

POLICY NUMBER: TSX-000237-23

RENEWAL OF POLICY NUMBER: TSX-000237-22

Insurance Company: SiriusPoint Specialty Insurance Corporation

POLICY PERIOD: From: 3/22/2023 To: 3/22/2024
(12:01 am Standard Time at the address of the Named Insured)

NAMED INSURED:

R.E Chaffee Construction Inc Ronnie Chaffee dba R.E.
Chaffee Construction
1253 Evergreen Rd
Suite 2
Wrightwood, CA 92397

Policy Premium and Related Fees:

Premium:	\$25,000
Terrorism Premium:	\$0
Surcharge(s):	\$0
Total:	\$25,000
Minimum Earned Premium %:	25.00%

Basis of Premium: Non-Auditable Auditable

Limits of Insurance: \$5,000,000 Each Occurrence
\$5,000,000 Aggregate Limit (Where Applicable)

Limits of Insurance apply excess of the limits shown on the Schedule of Underlying Insurance.

Underlying Insurance: See attached Schedule of Underlying Insurance

Forms and Endorsements: See attached Schedule of Forms and Endorsements

Authorized Representative

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed that the following forms and endorsements are attached to and are a part of this policy:

Form Number	Form Name
PN 0005 02 22	California Policyholder Notice
PN 0055 02 22	STATE FRAUD WARNINGS
TSX 0005 01 22	Tango Excess Declarations Page
TSX FS 0003 04 22	Tango Excess Forms Schedule
TSX 0195 02 23	Claim Notice
TSX CS 0002 04 22	Tango Excess Schedule of UL
TSX 0001 04 22	Tango Excess Policy Form
TSX 0056 12 21	Bankruptcy or Insolvency of Underlying Insurer
TSX 0059 12 21	Exclusion - Violations of Economic and Trade Sanctions
TSX 0060 12 21	Exclusion - Absolute Asbestos
TSX 0078 12 21	Exclusion - Communicable Disease
TSX 0083 12 21	Exclusion - Cyber Liability
TSX 0188 12 21	Exclusion - Nuclear Energy Liability (Broad Form)
TSX 0137 12 21	Exclusion - Residential Work Except Remodel-Repair and Apartments
TSX 0155 12 21	Exclusion - Total Pollution
TSX 0158 12 21	Exclusion - Uninsured Underinsured Motorist
TSX 0159 12 21	Exclusion - Violation of Information Statutes
TSX 0160 12 21	Exclusion - War Liability
TSX 0162 12 21	Exclusion - Wrap-up
TSX 0175 12 21	Service of Suit
TSX 0176 12 21	Unimpaired Aggregate Limits

TSX 0301 02 22

Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of
Terrorism Committed Outside The United States

CLAIM NOTICE

Please give immediate notice of any claims to which this policy applies to:

Mailing address:

Tango Specialty
223 Roswell Street
Suite 150
Alpharetta, GA 30009

Phone number: 866-954-3538

E-mail: 9694Tango@sedgwick.com

We will respond to any of these communication methods with an acknowledgement of receipt containing a claim number and the claim adjusters contact information.

Note regarding Loss Run Requests – Direct such to EClossruns@tangospecialty.com

SCHEDULE OF UNDERLYING POLICIES

Coverage	Carrier	Policy Period	Limit	Attachment
Excess Liability	Hamilton Select Insurance, Inc.	03/22/2023 - 03/22/2024	\$5,000,000	Primary

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: WORKER'S COMPENSATION INSURANCE

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 forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: State Compensation Insurance Fund

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
9342937-23	08/04/2023	08/04/2024
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE AUGUST 4, 2022 AT 12.01 A.M.
AND EXPIRING AUGUST 4, 2023 AT 12.01 A.M.

REP D3
9236180-22
RENEWAL
SP
8-85-24-71
PAGE 1 OF 1

R.E. CHAFFEE CONSTRUCTION
PO BOX 3087
WRIGHTWOOD, CA 92397

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 29, 2022

2572

Kent R. Va...
AUTHORIZED REPRESENTATIVE

Vance Steiner
PRESIDENT AND CEO

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: AUTOMOBILE LIABILITY INSURANCE

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 forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: **United Financial Company**

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
03901758-4	07/25/23	01/25/24	1,000,000
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>	<hr/>



Policy number: 03901758-4

Underwritten by:

United Financial Casualty Co.

Insured:

RE CHAFFEE CONSTRUCTION

October 11, 2023

Policy Period: 07/25/2023 - 01/25/2024

Mailing Address

United Financial Casualty Co.

PO Box 94739

Cleveland, OH 44101

Additional insured endorsement

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS, CA 92240

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage		each accident
Combined Liability	\$1,000,000	each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 03901758-4

Issued to (Name of Insured): RE CHAFFEE CONSTRUCTION

Effective date of endorsement: 10/09/2023 Policy expiration date: 01/25/2024

Form 1198 (01/04)
M_CL



WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

- Commercial Auto Policy
- Motor Truck Cargo Legal Liability Coverage Endorsement
- Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

MISSION SPRINGS WATER DISTRICT
66575 2ND ST
DESERT HOT SPRINGS, CA 92240

This endorsement applies to Policy Number: 03901758-4

Issued to: RE CHAFFEE CONSTRUCTION

Endorsement Effective: 10/09/2023 Expiration: 01/25/2024

All other terms, limits and provisions of this policy remain unchanged.

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

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

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 forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company:

Atlantic Specialty Insurance Company,
A.M. Best Rating A+ (Superior)

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits of Liability</u>
TBD <u>790038039-0000</u>	TBD <u>10/30/23</u>	TBD <u>12/30/23</u>	<u>390,877</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**CONSTRUCTION @VANTAGE
BINDER**

BUSINESS CLIENT RE CHAFFEE CONSTRUCTION, INC.
6001 PARK DRIVE
WRIGHTWOOD, CA 92397

EFFECTIVE DATE October 30, 2023
EXPIRATION DATE December 30, 2023

QUOTE 3634212-1
POLICY 790-03-80-39-0000

IN PARTNERSHIP WITH AMWINS INSURANCE BROKERAGE, LLC
725 S. FIGUEROA ST., 19TH FL, SUITE 1900
LOS ANGELES, CA 90017-5435

UNDERWRITING COMPANY Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441



About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit: intactspecialty.com.

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit: intactspecialty.ca and for information about Intact Financial Corporation, visit: intactfc.com.



Construction @vantage Binder

Premium Summary for RE CHAFFEE CONSTRUCTION, INC.

<u>Coverages</u>	<u>Coverage Premium</u>
Construction @vantage Builders Risk Coverage	\$1,500
Construction @vantage Installation Coverage	Not Covered
Construction @vantage Contractors Equipment Coverage	Not Covered
Total Coverage Premium	\$1,500
Premium Excluding Terrorism	\$1,500
Premium Including Terrorism	\$1,500

Payment Plan
Agency Bill -



Common Policy Forms

Form	Description
4 VIL 100 04 23	COMMON POLICY DECLARATIONS
ASC 00 02 01 98	PREMIUM STATEMENT
ASC 00 12A 09 18	SCHEDULE OF LOCATIONS
IL 00 17 11 98	COMMON POLICY CONDITIONS
VIL 500 07 06	PREMIUM DETAIL SUMMARY
VIL 619 CA 08 11	CA CHANGES-CANCELLATION & NONRENEWAL
ASC 00 11 01 98	Schedule 1 - LIST OF COMMON DEC FORMS

Non-Policy Forms

Form	Description
G 2004A 04 10	CA NOTICE TO POLICYHOLDERS
IIIM 012 05 21	WELCOME LETTER
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
PHN 006 IM 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PHN 008 IM 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
VIM 102 10 14	CLAIMS INFORMATION



SCHEDULE OF LOCATIONS

Loc	Address
1	VARIOUS LOCATIONS ON FILE WITH COMPANY DESERT HOT SPRINGS, CA 92240 Description: INLAND MARINE Bldg 1



Inland Marine Coverages

Loc	Bldg Coverage	Limit	Deductible
	Construction @vantage Builders Risk Coverage Including Equipment Breakdown		
	Deductible Amount		\$5,000
	Project Description:		
	Supplemental Environmental		
	Project Private Septic System		
	Conversion Program		
	Policy Level Per Occurrence Limits:		
	Builders Risk Occurrence Limit of Insurance	\$390,877	
	Existing Building or Structure	Not Covered	
	Construction Property at Temporary Locations	\$50,000	
	Construction Property In Transit	\$50,000	
	Costs to Re-Erect Undamaged Scaffolding	\$50,000	
	Delay in Completion Expenses	\$25,000	
	Escalation Provision Percentage of Insurance or \$500,000 whichever is less	5%	
	Green Upgrades Limit	\$25,000	
	Green Upgrades Percentage	10%	
	Equipment Breakdown Deductible		\$5,000
	Equipment Breakdown Expediting Expenses	\$25,000	
	Equipment Breakdown Hazardous Substances	\$25,000	
	Testing Exclusion Eliminated		
1	1 Construction @vantage Builders Risk Coverage		
	Project Description:		
	Supplemental Environmental		
	Project Private Septic System		
	Conversion Program		
	Deductible Amount		\$5,000
	Project Site Limit	\$390,877	
	Construction Property	\$390,877	
	Building Ordinance Combined B&C	\$250,000	



Inland Marine Coverages

Loc	Bldg Coverage	Limit	Deductible
	Green Upgrades Additional Coverage	Not Covered	
	Construction @vantage Additional Coverages		
	Deductible Amount		\$5,000
	Construction Documents	\$25,000	
	Construction Models	\$10,000	
	Construction Signs	\$25,000	
	Construction Trailers and Contents	\$25,000	
	Debris Removal	\$100,000	
	Expediting Expenses	\$50,000	
	Expendable Supplies	\$10,000	
	Inventory or Appraisals	\$10,000	
	Fungus, Wet Rot, Dry Rot and Bacteria	\$25,000	
	Pollutant Clean Up	\$50,000	
	Preservation of Property - Expense Coverage	\$25,000	
	Days	90	
	Trees, Shrubs and Plants	\$25,000	
	Installation Coverage	Not Covered	
	Contractor's Equipment Coverage	Not Covered	
	Bucket Limit Coverages	\$10,000	
	Tenant Improvements and Betterments		
	Hardware and Media		
	Personal Effects Owned by You, Your Officers, Your Partners, or Your Employees		
	Valuable Information Property		
	Accounts Receivable		
	Fine Arts		
	Fire Extinguisher and Automatic Extinguishing System Recharge		
	Claims Expense		
	Emergency Response Service Charge		
	Reward Coverage		
	Contractual Penalties		



Inland Marine Coverages

Loc	Bldg Coverage	Limit	Deductible
	Terrorism - Inland Marine		

Inland Marine Forms

Form	Description
IL 01 02 05 05	CA CHANGES - ACTUAL CASH VALUE
IL 01 04 09 07	CA CHANGES
IL 09 52 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
VIM 001 05 18	COMMERCIAL INLAND MARINE CONDITIONS
VIM 002 07 05	COMMERCIAL INLAND MARINE BUCKET LIMIT COVERAGES FORM
VIM 043 01 10	CONSTRUCTION @VANTAGE COVERAGE FORM
VIM 100 07 05	COMMERCIAL INLAND MARINE DECLARATIONS
VIM 286 01 10	CONSTRUCTION @VANTAGE GREEN UPGRADES ADDITIONAL COVERAGE
VIM 290 01 10	CONSTRUCTION @VANTAGE BUILDERS RISK EQUIPMENT BREAKDOWN COV
ASC 00 11 01 98	Schedule 2 - INLAND MARINE LIST OF FORMS



Additional Terms, Conditions, and Underwriter Comments:

- Permission to Occupy Endorsement VIM288
- Replacement Cost
- Coinsurance Waived
- Broad Loss Payable Condition BR VIM227 11 20
- \$1,500 Minimum Earned Premium

Loss Payee to be scheduled:

Mission Springs Water District, a County Water District
66575 2nd St
Desert Hot Springs, CA 92240

Named Insured(s) to be scheduled:

RE Chaffee Construction, Inc;
Mission Springs Water District, a County Water District

INSURANCE POLICY INFORMATION

PROJECT: SUPPLEMENTAL ENVIRONMENTAL PROJECT PRIVATE SEPTIC TO SEWER CONVERSION PROGRAM

TYPE OF INSURANCE: EMPLOYER'S LIABILITY INSURANCE

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 forty-five (45) days' advance written notice by registered mail to the Owner prior to any material change or cancellation of said policies.

Insurance issuance company: N/A

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



ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured R.E. Chaffee Construction, Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G744265050 001	Policy Period 02/10/2023 to 02/10/2024	Effective Date of Endorsement 02/10/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused in ,whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

Westchester

A Chubb Company

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured RE Chaffee Construction Inc			Endorsement Number
Policy Symbol CPW	Policy Number G74426505 001	Policy Period 02/10/2023 to 02/10/2024	Effective Date of Endorsement 02/10/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization(s): As required by written contract, prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

AGENDA STAFF REPORT



MEETING NAME: REGULAR BOARD MEETING
MEETING DATE(S): MARCH 14 & 18, 2024
FROM: ERIC WECK, P.E. – ENGINEERING MANAGER
FOR: ACTION X DIRECTION INFORMATION

QUITCLAIM EXISTING PUBLIC UTILITY EASEMENTS ON ADJACENT PROPERTIES APN 642-192-019 AND 642-192-020

STAFF RECOMMENDATION

Authorize the General Manager to take the necessary actions to record a permanent quitclaim of the portions of the utility easements not in use by Mission Springs Water District for residential construction on real properties in the City of Desert Hot Springs, APN 642-192-019 and 642-192-020.

SUMMARY

The developer has requested that MSWD vacate or quitclaim the existing portions of the public utility easements that were created by the tract map and are not in use by any utility companies, including MSWD. The developer has deposited \$1,000.00 in reimbursable account to cover staff costs and recording fees for this work. The developer will be constructing 2 duplex buildings, one on each parcel that will be served by MSWD.

ANALYSIS

Staff reviewed the proposed easement vacations with other effected departments and found no potential benefit to MSWD in retaining these portions of the easements. Frontier Communications and Southern California Edison are processing quitclaims for the same areas.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

The grant of this quitclaim of easement will not have any negative impacts on MSWD and will add 4 new customers. Approximately \$400 in staff time have been spent to date.

ATTACHMENTS

- Quitclaim of Easement
- Quitclaim Arial Exhibit
- Tract Map Sheet 2

FINANCIAL DATA		
Cost Associated with this action:	\$0.00	
Current FY cost:	\$0.00	
Future FY cost:	-0-	
Is it covered in current year budget:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Budget adjustment needed:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
If yes, year needed:	NA	
All previous contracts including dates, amounts and board approvals are attached or have been made available.		
FUNDING SOURCES		
Source of funds:	Developer	
BID/Job#	11808	
Current BID/Job balance	\$1,000.00	
Balance remaining if approved:	\$600.00	

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 642-192-019 & 642-192-020

QUITCLAIM OF EASEMENT

MISSION SPRINGS WATER DISTRICT, a County Water District and public agency formed pursuant to Water Code Section 30000, et seq. does hereby remise, release, quitclaims to **DUNES 5, LLC**, all its rights, title, and interest in and to the easements for water or sewer purposes in the real property situated in the City of Desert Hot Springs, County of Riverside, State of California described as follows:

The divisional side lot lines of Lots 393 and 394 as shown on that certain map entitled **Miracle Heights Unit Number 2**, in the City of Desert Hot Springs, County of Riverside, State of California, recorded in Book 32, Page 40 of Maps, which map was filed in the Office of the County Recorder of said County.

Further described as follows:

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

MISSION SPRINGS WATER DISTRICT

Dated: _____

By: _____
Brian Macy, General Manager

NOTARY FOLLOWS

ACKNOWLEDGEMENT

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 _____ } S.S.

On this ____ day of _____ before me, _____,
Notary Public, personally

appeared _____, who 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.

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.

Signature of Notary

(Seal)

My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF DESERT HOT SPRINGS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THOSE PORTIONS OF LOTS 393 AND 394 OF THAT CERTAIN MAP ENTITLED MIRACLE HEIGHTS UNIT NUMBER 2, AS SHOWN BY MAP ON FILE IN BOOK 32, PAGES 40 THROUGH 42, INCLUSIVE, RECORDS OF SAID COUNTY, LOCATED IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA 1

THAT PORTION OF SAID LOT 393 LYING SOUTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID LOT 393,

BEING A PORTION OF THE PUBLIC UTILITY EASEMENT SHOWN ON SAID MAP ENTITLED MIRACLE HEIGHTS UNIT NUMBER 2.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 393 LYING NORTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LOT 393;

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

SAID AREA CONTAINS 1,050 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

AREA 2

THAT PORTION OF SAID LOT 394 LYING SOUTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID LOT 394 AND LYING NORTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND 30.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LOT 394,

BEING A PORTION OF THE PUBLIC UTILITY EASEMENT SHOWN ON SAID MAP ENTITLED MIRACLE HEIGHTS UNIT NUMBER 2.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 394 LYING NORTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND 5.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LOT 393;

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

SAID AREA CONTAINS 250 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

EXHIBIT "A" LEGAL DESCRIPTION

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS DOCUMENT WAS PREPARED BY
ME OR UNDER MY DIRECTION,
BASED ON RECORD INFORMATION.



A handwritten signature in blue ink, appearing to read "Phillip K. Fomotor", written over a horizontal line.

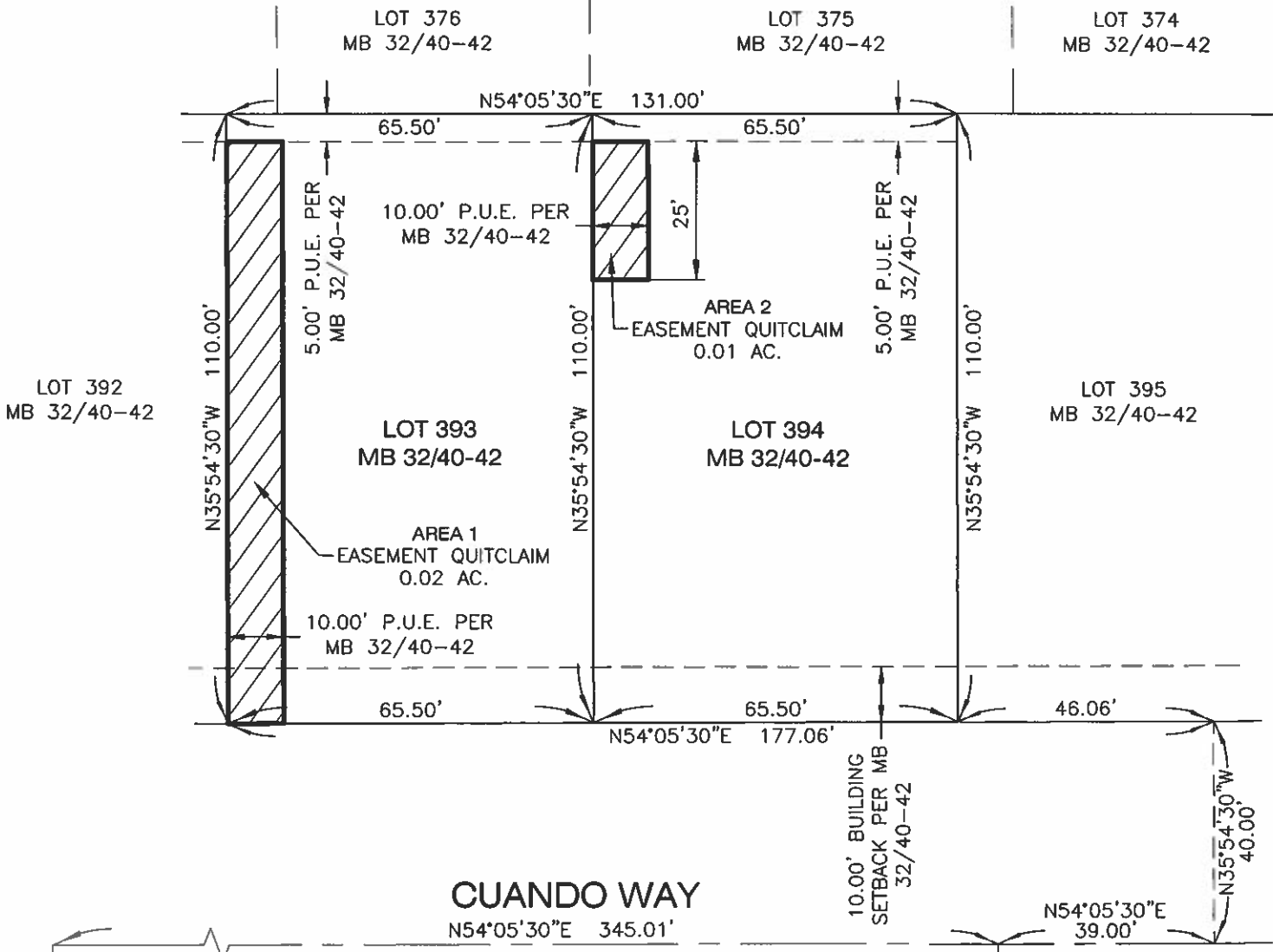
PHILLIP K. FOMOTOR

P.L.S. 7070

DATED: 1/31/24

EXHIBIT "B"

EASEMENT QUITCLAIM

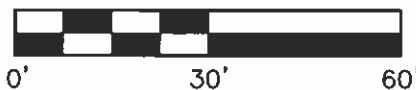


LEGEND

EASEMENT AREA TO BE QUITCLAIMED

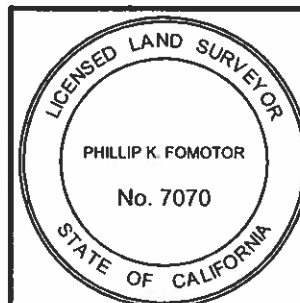


NORTH



SCALE: 1"=30'

NOTE:
THERE MAY BE EASEMENTS
OF RECORD THAT ARE NOT
SHOWN HEREON.




THIS DOCUMENT WAS PREPARED
BY ME OR UNDER MY DIRECTION,
BASED ON RECORD INFORMATION.

[Signature]
PHILLIP K. FOMOTOR, P.L.

1/31/24

Quitclaim of Easement



	<p>Item 13.</p>
<p>03/04/2024</p>	<p>APN 642-192-019 & -020</p>
<p>1" = 94 ft</p>	<p>396</p>

Map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the GIS staff for most up-to-date information.

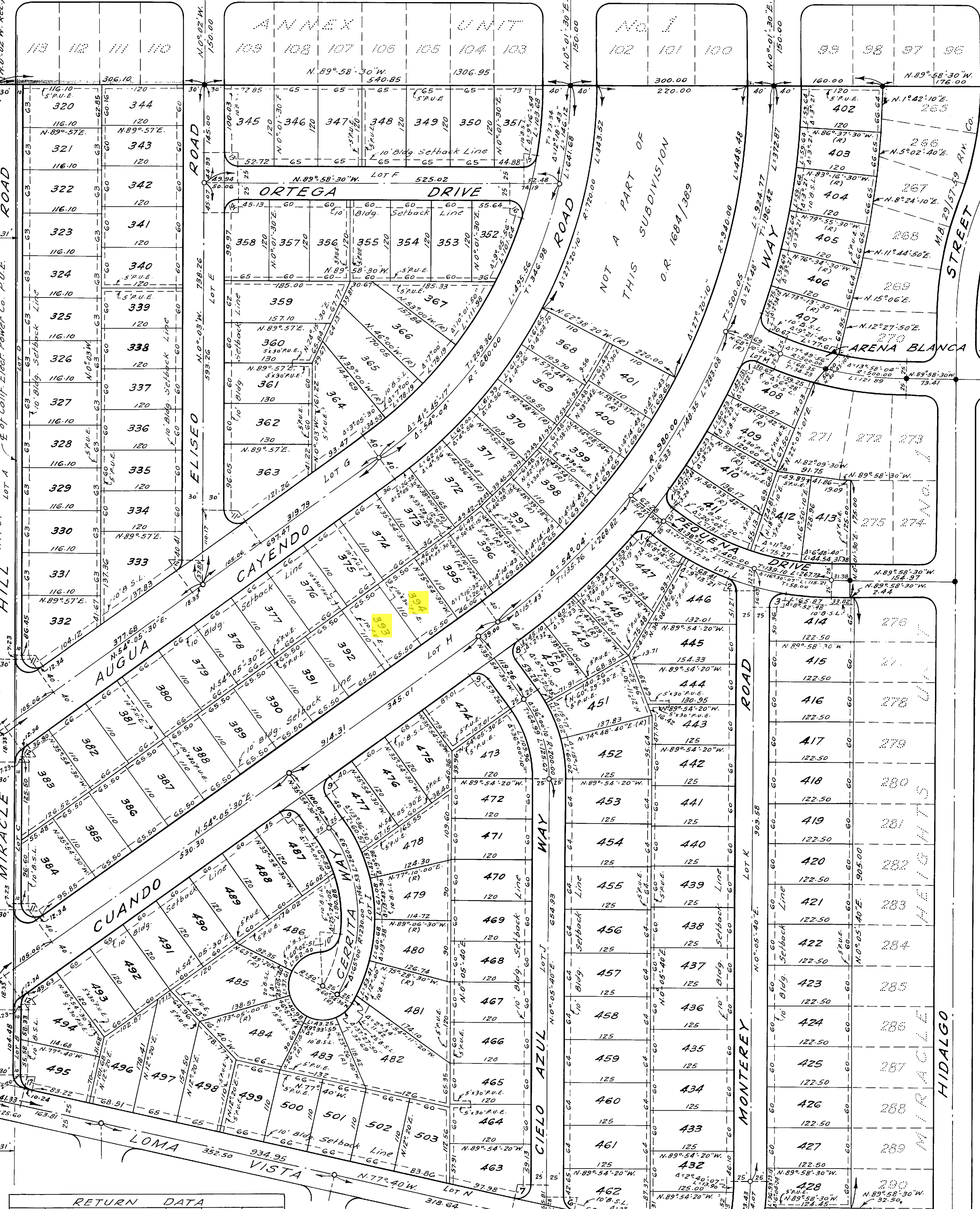
30/41

Sheet 2 of 3 Sheets
MIRACLE HEIGHTS UNIT No. 2
a part of SE 1/4 Sec. 32-25-5E.

M.B. 27/22-24 Riv. Co.

DESERT HOT SPRINGS

HACIENDA DRIVE



RETURN DATA				
No.	D	R	T	L
1	87° 31' 12"	20	19.15	30.55
2	69° 10' 51"	20	13.79	24.15
3	98° 48' 38"	20	23.34	34.49
4	84° 42' 56"	20	18.24	29.57
5	95° 38' 26"	20	22.07	33.38
6	77° 45' 40"	20	16.13	27.14
7	102° 14' 20"	20	24.80	35.69
8	89° 40' 12"	20	19.89	31.30
9	90° 00' 00"	20	20.00	31.42
10	79° 42' 43"	30	25.05	41.74
11	125° 51' 30"	20	39.13	43.93
12	54° 08' 30"	20	10.22	18.90
13	89° 55' 30"	20	19.97	31.39
14	90° 04' 30"	20	20.03	31.44
15	80° 43' 06"	20	17.00	28.18
16	107° 50' 44"	20	27.45	37.65
17	77° 37' 00"	20	16.09	27.09

- Continued on sheet 3
- ENGINEER'S NOTES:
1. Basis of Bearings is the centerline of HACIENDA DRIVE (N. 89° 58' 30" W.) as shown on map of DESERT HOT SPRINGS ANNEX UNIT No. 1 as filed in Book 27 of Maps at pages 22-24 thereof; records of Riverside County.
 2. Found 3/4" I.P. at all points shown thus • unless otherwise noted.
 3. Set 3/4" I.P. tagged R.E. 9876 at all points shown thus o unless otherwise noted.
 4. Set 2"x2" Redwood stakes tagged R.E. 9876 at all lot corners unless otherwise noted.
 5. B.S.L. denotes Building Setback Line

—BY—
ALBERT A. WEBB ASSOCIATES
CIVIL ENGINEERS
SEPTEMBER 1956

W.O. 55-331

CR 91-40 LOT 584



BOARD OF DIRECTORS SPECIAL MEETING (WORKSHOP) MINUTES

Tuesday, February 13, 2024 at 9:00 AM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER

President Sewell called the meeting to order at 9:03 AM

ROLL CALL

BOARD MEMBERS PRESENT: President Ivan Sewell, Vice President Robert Griffith, Director Russ Martin, Director Amber Duff, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Danny Friend, Eric Weck, Marion Champion, Oriana Hoffert, April Scott, Dori Petee, Lee Boyer, Amanda Lucas, Kurt Kettenacker, Arthur Cabera, Will Whitten, Jeff Nutter

PUBLIC INPUT

No public input

ITEMS FOR DISCUSSION

STRATEGIC PLAN DRAFT

Marion Champion presented the Draft Strategic Plan and encouraged the Board to bring back any relevant changes or updates. This will go to the Board in March for additional discussion and possible action.

There was a brief discussion about updating the current logo to distinguish us as a Special District or County Water District. The final consensus was to leave it as is.

WATER MASTER PLAN

Eric Weck, Engineering Manager, presented the Water Master Plan 2024 update to the Board. The last Water Master Plan was completed in 2007 and updated in 2008, 2009, and 2011. A Master Plan is a road map consisting of a series of programs to be satisfied with a planning horizon of typically 0- 20 years. It identifies what to do, when to do it, and how to pay for it. He noted the tasks that are essential to its success.

There was a lengthy discussion about the condition of the existing system. Mr. Weck covered Capital Improvement Projects included in the master plan. He concluded with the next steps in the plan: evaluate the Capital Improvement Program from a financial perspective and schedule the project within the program.

SEWER MASTER PLAN

Eric Weck, Engineering Manager, presented the Sewer Master Plan 2024 update to the Board. He laid out the foundation of existing master plan documents. The last Sewer Master Plan was completed in 2007 and updated in 2011. There was a discussion about population growth and how it affects the master plan. Mr. Weck reviewed the condition of the existing system and the Capital Improvement Projects that focus on wastewater collection.

The next steps are to evaluate the Capital Improvement Program from a financial perspective and, based on funding capacity, schedule the projects within the program.

BOARD OF DIRECTORS HANDBOOK UPDATE

Mr. Macy noted that the Board was provided with the current handbook, and he received three comments. The Board then explained their observations and proposed revisions. Most were minor and included moving sections, keeping the content the same. There was a lengthy conversation amongst the Board about the proposed revisions. President Sewell encouraged the rest of the Board to review the handbook as well and submit their comments to the General Manager. This item will come back as another workshop item.

MSWD CLAIMS PROCESS

General Manager Macy reviewed the current claims process and invited feedback.

CYBER SECURITY

General Manager Macy addressed this item. Kurt Kettenacker noted the steps we are taking internally.

GENERAL MANAGER'S COMMENTS

No comments at this time.

DIRECTORS' COMMENTS

Director Martin noted the time it takes to assemble the information for these meetings.

Director Mayrhofen made suggestions for upcoming educational classes.

Director Duff thanked Ms. Champion for her swift effort in disseminating information internally and to the public.

President Sewell mentioned he, Director Martin, and Ms. Champion attended the CSDA Leadership Academy and noted the benefits of this course.

ADJOURN

With no further business, President Sewell adjourned the meeting at 11:51 AM.

Respectfully submitted,

Dori Petee
Executive Assistant



BOARD OF DIRECTORS REGULAR MEETING MINUTES

Tuesday, February 20, 2024 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER

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

ROLL CALL

BOARD MEMBERS PRESENT: President Ivan Sewell, Vice President Robert Griffith, Director Russ Martin, Director Amber Duff**, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Arturo Ceja, Danny Friend, Eric Weck, Oriana Hoffert, Will Whitten, Arthur Cabrera, Kurt Kettenacker, April Scott, Amanda Lucas, Dori Petee, Andrea Varela

ANNOUNCEMENT AND VERIFICATION OF REMOTE MEETING PARTICIPATION PURSUANT TO AB 2449 OR GC 54953(b)

** Director Duff participated via Zoom in accordance with AB 2449

PLEDGE OF ALLEGIANCE

Led by Director Martin

PUBLIC INPUT

No public input

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT

The Board recognized the following employees:

NEW HIRES

Josiah Perez Field Operations Technician I

ANNIVERSARIES

Eric Weck	Engineering Manager	2 Years
Adrian Perea	Field Operations Technician I	2 Years
Michael Platt	Engineering Technician II	3 Years
Rita Huber	Accountant	6 Years
Sierra Boyle	Office Specialist II	7 Years
Oriana Hoffert	Human Resources Manager	7 Years
Chris Jacobson	Wastewater Treatment Plant Operator II	20 Years

ACTION ITEMS

APPROVAL OF THE UPDATE OF THE DEVELOPER/CONTRACTOR HANDBOOK & GUIDELINES FOR THE DESIGN AND CONSTRUCTION OF WATER AND SEWER FACILITIES

The Board approved the updated Mission Springs Water District Developer/Contractor Handbook & Guidelines for Design and Construction of Water and Sewer Facilities (February 2024 Edition).

The presentation was given on Thursday. Any feedback provided will be incorporated into the document.

Motion made by Vice President Griffith, Seconded by Director Duff.

Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

CONTRACT AMENDMENTS FOR CONSTRUCTION AND CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE WELL 42 PROJECT

It is recommended to authorize the General Manager to execute contract amendments with AECOM Technical Services Inc., EnviroLogic Resources Inc., and TKE Engineering Inc., for additional engineering services during construction and with Rollapart Buildings Inc. for additional construction support and inspection services during the construction of the Well 42 Project in the amount of \$113,605.00.

Prior contract amendments were provided to the Board along with the information requested at Thursday's meeting (backup and invoicing from TKE). The Board felt the time to review these additional documents was not sufficient to move on this item today.

****Motion to continue this item to the next meeting:**

Motion made by Vice President Griffith, Seconded by Director Mayrhofen.

Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

PURCHASE OF UTILITY EASEMENT FOR THE REGIONAL WATER RECLAMATION FACILITY MONITORING WELL ON APN 669-110-001

The Board authorized the General Manager to take the necessary actions to negotiate, purchase, and record a permanent utility easement on a portion of real property in Riverside County, APN 669-110-001, for a monitoring well.

This presentation was given at Thursday's Board meeting; nothing further to add.

Motion made by Vice President Griffith, Seconded by Director Duff.

Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

AWARD OF CONTRACT FOR THE COMPLETE DEPLOYMENT OF THE ARCGIS ENTERPRISE, UTILITY NETWORK, AND CITYWORKS TO TIMMONS GROUP

The Board authorized the General Manager to execute a contract agreement for the complete deployment of the ArcGIS Enterprise, Utility Network, and Cityworks in the amount of \$849,596.00 plus a 10% contingency for a total of \$934,555.60 to Timmons Group, and authorized the General Manager to do all things necessary to complete the project.

This presentation was given on Thursday; nothing further to add.

Motion made by Director Duff, Seconded by Director Martin.

Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

DISCUSSION ITEMS

MSWD REGIONAL WATER RECLAMATION FACILITY UPDATE

Nothing further to add

CRITICAL SERVICES CENTER AND ADMINISTRATIVE BUILDING UPDATE

There is nothing further to add.

SEWER SERVICE RULES AND REGULATIONS ~ ARTICLE VI INDUSTRIAL DISCHARGE UPDATE

There is nothing further to add; this item will be brought back to the Board for approval in March.

DESERT WATER AGENCY REPLENISHMENT ASSESSMENT CHARGE REPORT

There is nothing further to add; Director Martin is refraining from comment until the General Counsel can advise.

CONSENT AGENDA

Motion made by Vice President Griffith, Seconded by President Sewell.

Voting Yea: President Sewell, Vice President Griffith, Director Martin, Director Duff, Director Mayrhofen

APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

January 9, 2024 - Special Meeting Workshop Minutes

January 11, 2024 - Study Session Minutes

January 16, 2024 - Board Meeting Minutes

REGISTER OF DEMANDS

The register of demands totaling \$5,291,973.82

REPORTS

DIRECTOR'S REPORTS

Director Mayrhofen reported attending the following events: 1/4 DVBA Legislative Meeting, 1/12 DVBA General Membership Luncheon, 1/18 DVBA Networking Night, 1/20 Rock House Grand Opening, and 1/27 CORBS Dinner.

Director Martin reported attending the following events: 1/4 DVBA Legislative Meeting, 1/12 DVBA General Membership Luncheon, 1/16 DHS City Council Meeting, 1/18 DVBA Networking Night, 1/22 DVBA Board Meeting, 1/23 RivCo Board of Supervisors Meeting, 1/27 CORBS Dinner, and 1/30 ACWA Region 9 Board Meeting.

Director Duff reported attending the following events: the 1/23 CVWD Board Meeting, the 1/24 San Gorgonio Pass Regional Water Alliance Meeting, the 1/20 Rock House Grand Opening, and the 1/27 CORBS Dinner.

Vice President Griffith reported attending the following events: the 1/2 DWA Board Meeting, the 1/20 Rock House Grand Opening, and the 1/27 CORBS Dinner.

GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:

- A. Finance Report
- B. Public Affairs Report

Arturo Ceja presented the financial report for the period ending January 31, 2024.

Marion Champion presented the Public Affairs Report.

COMMENTS

DISTRICT COUNSEL COMMENTS

No comments at this time.

DIRECTOR COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

- A. Director General Comments
- B. Director Requests for Future Agenda Items

Director Duff noted she appreciates the addition of this agenda item, precisely the opportunity for a Board member to make requests for agenda items, noting it increasing District transparency.

President Sewell requested an overview of engineering projects to share with the entire Board. He also promoted the MSWD Blood Drive on February 28th.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4) One potential case.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

The Board met in a closed session on the item listed above, and no reportable action was taken.

ADJOURN

With no further business, President Sewell adjourned the meeting at 4:30 PM.

Respectfully submitted,

Dori Petee
Executive Assistant



BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, February 15, 2024 at 3:00 PM

66575 Second St, Desert Hot Springs, CA AND/OR Via Teleconference

CALL TO ORDER

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

ROLL CALL

BOARD MEMBERS PRESENT: President Ivan Sewell, Vice President Robert Griffith, Director Russ Martin, Director Amber Duff, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Brian Macy, Marion Champion, Arturo Ceja, Danny Friend, Eric Weck, Oriana Hoffert, Will Whitten, Arthur Cabrera, Kurt Kettenacker, April Scott, Amanda Lucas, Dori Petee, Andrea Varela

RULES OF PROCEDURE

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

All noticed meetings are conducted using Rosenberg’s Rules of Order as a procedural guideline. Directors should refrain from responding directly to public comments at meetings of the Board. The Board President will refer matters raised during public comment to the General Manager for follow-up when appropriate. Occasionally, a prompt response may be offered when an obvious answer resolution is available provided this is done in compliance with the Brown Act. Directors should refrain from debating or making decisions in response to public comments. 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 person 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 about 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

No public input.

Item 15 was moved to accommodate the item's speakers.

DESERT WATER AGENCY REPLENISHMENT ASSESSMENT CHARGE REPORT

Ester Sainz of DWA presented this item. The AGM, Steve Johnson, and GM Mark Krause were also in attendance. The topics of this presentation included the Replenishment Assessment Charge and State Water Project Tax and how the two work together.

Groundwater production continues to exceed natural groundwater replenishment and is expected to do so indefinitely. Without artificial replenishment, gross overdrafts would continue to increase at a steady rate. Artificial replenishment using imported water supplies is necessary to offset annual and

cumulative gross overdrafts. A Replenishment Assessment Charge (RAC) is a charge for every acre-foot of water produced within the Desert Water Agency's boundaries to support the Agency's recharge program. According to California Water Code Section 100-15.4, *"The agency shall have the power to levy and collect water-replenishment assessments, as provided in this section for the purposes of replenishing groundwater supplies within the agency."* Ms. Sainz reviewed how the RAC is determined. RAC rate highlights include Indio and Mission Creek Subbasins, which are currently levied at the same RAC rate. If programs are added to the RAC that provide benefits to only one subbasin, there will be two different RAC rates levied, one for each subbasin. Pumpers are billed based on production and not billed on replenishment; Ms. Sainz addressed why this is. She explained deliveries vs production over the last 20 years and addressed the exchange in place with the Metropolitan Water District.

Ms. Sainz next addressed the State Water Project (SWP) Tax and its use. The tax is used for fixed/capital costs associated with the SWP, expenses in excess of RAC revenues where it is infeasible to collect enough revenue with the RAC rate to pay for these charges. The tax may only be used for charges that appear on the DWA's Statement of Charges from the Department of Water Resources for the SWP. DWA can only have one tax rate within its boundaries for the SWP.

The board fielded questions, and a discussion ensued. Mr. Krause and Mr. Johnson assisted in answering questions. Mr. Johnson updated the Board on the damage caused to the replenishment facility by Storm Hilary.

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT

This item will be recognized at Tuesday's Board Meeting.

ACTION ITEMS

APPROVAL OF THE UPDATE OF THE DEVELOPER/CONTRACTOR HANDBOOK & GUIDELINES FOR THE DESIGN AND CONSTRUCTION OF WATER AND SEWER FACILITIES

It is recommended that the Board approve the updated Mission Springs Water District Developer/Contractor Handbook & Guidelines for Design and Construction of Water and Sewer Facilities (February 2024 Edition).

Engineering Manager Eric Weck presented this item. This follows up from the September 14, 2023, Study Session, where this item was first introduced for discussion. Since that time, several water and sewer application processes, guidelines, construction standards, and specifications for development and construction have been updated to reflect current industry development and construction standards.

The Board addressed some concerns in the report; Mr. Weck discussed them.

CONTRACT AMENDMENTS FOR CONSTRUCTION AND CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE WELL 42 PROJECT

It is recommended to authorize the General Manager to execute contract amendments with AECOM Technical Services Inc., EnviroLogic Resources Inc., and TKE Engineering Inc., for additional engineering services during construction and with Rollapart Buildings Inc. for additional construction support and inspection services during the construction of the Well 42 Project in the amount of \$113,605.00.

Engineering Manager Eric Weck presented this item. In late 2020, Lanye Christensen Co was awarded the Well 42 project. Following the well testing, MSWD discovered that reducing the pump horsepower will still meet the need in the affected zones. As a result of the State Water Board Department of Drinking Water regulations, MSWD elected to modify the well lubrication system from oil to water to increase the pump service life. These changes to the project scope and the terms necessitate the contract amendments.

PURCHASE OF UTILITY EASEMENT FOR THE REGIONAL WATER RECLAMATION FACILITY MONITORING WELL ON APN 669-110-001

It is recommended to authorize the General Manager to take the necessary actions to negotiate, purchase, and record a permanent utility easement on a portion of real property in Riverside County, APN 669-110-001, for a monitoring well.

Engineering Manager Eric Weck presented this item. As part of the Nancy Wright Regional Water Reclamation Facility (NWRWRF) waste discharge requirements permit with the California Regional Water Quality Control Board Colorado River Basin Region, Mission Springs Water District (MSWD) is required to install a groundwater monitoring well network to monitor changes to groundwater quality. MSWD has completed construction for two of the three required monitoring wells. The third is located downgradient of the NWRWRF site on private property. Following the completion of an appraisal and discussion with the property owner, staff desires to complete the purchase and recording of a permanent easement to allow for the access, construction, and maintenance of a monitoring well.

AWARD OF CONTRACT FOR THE COMPLETE DEPLOYMENT OF THE ARCGIS ENTERPRISE, UTILITY NETWORK, AND CITYWORKS TO TIMMONS GROUP

It is recommended to authorize the General Manager to execute a contract agreement for the complete deployment of the ArcGIS Enterprise, Utility Network, and Cityworks in the amount of \$849,596.00 plus a 10% contingency for a total of \$934,555.60 to Timmons Group, and authorize the General Manager to do all things necessary to complete the project.

Arturo Ceja, Director of Finance, presented this item. Staff needed assistance to organize, track, and complete scheduled maintenance on new and aging infrastructure such as valves, meters, pumps, motors, and tanks. In addition, as the State continues to require additional data and information to be provided, logged, and sampled with precise accuracy of locations, it is imperative that staff be able to collect and enter information into one system easily. This project requires an accumulation of current data to create the database, combined with a Geographic Information System and a cloud network that will allow staff access to the database when needed.

On October 26, 2023, staff advertised a request for proposals for the complete deployment of the Project through PlanetBids. The District received four proposals, and Timmons Group was rated the best company to provide these services. Timmons Group presented the project, which has four major facets: design and implementation of Enterprise GIS, design and implementation of Enterprise Asset Management software, design and implementation of AWS Cloud, and the implementation of a data model that allows for intelligent mapping functions.

The group fielded questions from the Board.

DISCUSSION ITEMS

NANCY WRIGHT REGIONAL WATER RECLAMATION FACILITY UPDATE

Terry Renner of TKE provided a construction update on the facility. He also addressed a funding and permitting update.

CRITICAL SERVICES CENTER AND ADMINISTRATIVE BUILDING UPDATE

Alvin Flores of Rhanu Clarke presented an update and covered highlights from the meeting with the City.

SEWER SERVICE RULES AND REGULATIONS ~ ARTICLE VI INDUSTRIAL DISCHARGE UPDATE

Eric Weck, Engineering Manager, presented the update on this item. A draft update was first introduced to the Board in 2023. The District reviewed the discharge regulations specific to cannabis discharge. At the upcoming March 2024 meeting the Board will be presented an opportunity to fully ratify and endorse the Article Six amendments.

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:

January 9, 2024 - Special Meeting Workshop Minutes

January 11, 2024 - Study Session Minutes

January 16, 2024 - Board Meeting Minutes

REGISTER OF DEMANDS

The register of demands totaling \$5,291,973.82

The Register of Demands was pulled for discussion.

REPORTS

DIRECTOR'S REPORTS

All reports will be given at Tuesday's meeting.

GENERAL MANAGER'S REPORT

Included in this report are the following oral reports: All oral reports will be given at Tuesday's meeting.

A. Finance Report

B. Public Affairs Report

COMMENTS

DISTRICT COUNSEL COMMENTS

There will be a closed session after Tuesday’s meeting.

DIRECTOR COMMENTS

Director Martin commented on the packet this month, and the work put into creating the document.

Director Mayrhofen echoed Director Martin’s comments.

Vice President Griffith noted the preparation that goes into preparing for these meetings and noted the speed at which things are getting done.

President Sewell shared the sentiments of the Board.

ADJOURN

With no further business, President Sewell adjourned the meeting at 5:43 PM

Respectfully submitted,

Dori Petee
Executive Assistant

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1002305	02-15-24	ABSOLUTE STANDARDS INC	LAB TESTING	90.00	90.00		90.00
1002350	02-22-24	ABSOLUTE STANDARDS INC	LAB TESTING	90.00	90.00		90.00
1002259	02-08-24	ACWA-JPIA HEALTH BENEFITS AUTH.	MARCH 2024 PREPAID INSURANCE	108,141.21	108,141.21		108,141.21
1002168	02-06-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP. QTR 4	-40,957.92	-40,957.92		-40,957.92
1002260	02-08-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP. QTR 4	40,957.92	40,957.92		40,957.92
1002306	02-15-24	ADT COMMERCIAL LLC	SECURITY ALARM	347.24	347.24		347.24
1002261	02-08-24	AECOM TECHNICAL SERVICES INC.	MSWD CONSTRUCTION SERVICES OCT-DEC 2023	26,655.35	0.00	26,655.35	26,655.35
1002397	02-29-24	AECOM TECHNICAL SERVICES INC.	MSWD CONSTRUCTION SERVICES DEC 2023	10,094.25	0.00	23,126.25	23,126.25
			AREA M-2 PROGRESS PAYMENT #9	13,032.00			
99105988	02-01-24	AFLAC	JANUARY 2024 AFLAC DEDUCTIONS	2,774.46	2,774.46		2,774.46
1002307	02-15-24	AIR & HOSE SOURCE INC.	HARDWARE - HORTON PLANT	185.96	563.32		563.32
			REPLACEMENT HOSE - VACTOR TRAILER	377.36			
1002262	02-08-24	AMBER DUFF	MILEAGE REIMBURSEMENT	41.54	41.54		41.54
1002308	02-15-24	AMERICAN OUTREACH FOUNDATION	DHS COMMUNITY OUTREACH	1,000.00	1,000.00		1,000.00
1002375	02-22-24	ANGELA YETENEKYAN	ACCOUNT REFUND 9035 SILVER STAR AVE	61.93	61.93		61.93
1002387	02-23-24	ANNETTA GARLAND	ACCOUNT REFUND 13915 WEST DR	2.99	2.99		2.99
1002263	02-08-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	309.48	309.48		309.48
1002351	02-22-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	336.43	336.43		336.43
1002363	02-22-24	ANTONIO L BUGARIN	ACCOUNT REFUND 13128 RUSHMORE AVE	330.13	330.13		330.13
75612	02-21-24	ANTONIO L BUGARIN	ACCOUNT REFUND 13128 RUSHMORE AVE	-330.13	-330.13		-330.13
1002264	02-08-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 01.24.24	399.21	399.21		399.21
1002309	02-15-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	299.43	299.43		299.43
1002352	02-22-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	331.89	739.14		739.14
			UNIFORM SERVICES	360.95			
			UNIFORM SERVICES	46.30			
1002376	02-22-24	ARB, INC	ACCOUNT REFUND RUSHMORE	169.59	169.59		169.59
1002377	02-22-24	ARLENA FRANCO	ACCOUNT REFUND 66119 CAHUILLA AVE "H"	164.00	164.00		164.00
1002388	02-23-24	ASHLEY MURGUIA ALCARAZ	ACCOUNT REFUND 66777 MISSION LAKES BLVD	64.65	64.65		64.65
1002265	02-08-24	ASTRA INDUSTRIAL SERVICES INC	BACKFLOW TEST EQUIPMENT CALIBRATION FEE	165.00	165.00		165.00
1002310	02-15-24	AUTO ZONE STORES LLC	SHOCK ABSORBER REPLACEMENTS - TRK #418	144.51	144.51		144.51
1002398	02-29-24	B-81 PAVING INC	SIDEWALK REPAIRS	11,020.00	11,020.00		11,020.00
1002266	02-08-24	BABCOCK LABORATORIES, INC.	TDS - HORTON WWTP	52.02	1,039.13		1,039.13
			TOTAL N PACKAGE - HWWTP/DCWWTP	210.56			
			TOTAL N PACKAGE - HORTON INF.	151.10			
			TOTAL N PACKAGE - HORTON CLARIFIERS	625.45			
1002399	02-29-24	BABCOCK LABORATORIES, INC.	RWRF WATER TESTING	262.60	1,031.77		1,031.77
			HORTON WWTP TESTING	375.27			
			HORTON WWTP WATER TESTING	393.90			
1002311	02-15-24	BDP INDUSTRIES, INC.	REPLACEMENT BELT	3,675.86	3,675.86		3,675.86
1002267	02-08-24	BECK OIL, INC.	DIESEL FUEL	7,262.76	13,327.74		13,327.74
			UNLEADED GASOLINE	6,064.98			
1002312	02-15-24	BEST SIGNS, INC	VINYL DECALS - DISTRICT VEHICLE	589.95	589.95		589.95
1002313	02-15-24	BRINKS INCORPORATED	MONTHLY SERVICE CHARGE	62.07	369.67		369.67
			MONTHLY SERVICE CHARGE	307.60			
99105989	02-01-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	L.DOSSANTOS FINAL PERS	286.63	286.63		286.63
99106005	02-02-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 01.19.24	37,172.49	37,172.49		37,172.49
99106014	02-02-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS ADJUSTMENTS - EE 212/EE 216	378.95	378.95		378.95
99106210	02-15-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 02.02.2024	37,158.28	37,158.28		37,158.28
1002314	02-15-24	CARPI & CLAY. INC	FEDERAL ADVOCACY	4,000.00	4,000.00		4,000.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1002315	02-15-24	CASAMAR GROUP, LLC	S.E.P. DECEMBER 2023	85.71	1,656.61		1,656.61
			LABOR COMPLIANCE - ONPOWER 01/2024	716.27			
			LABOR COMPLIANCE - LEGEND PUMP 01/2024	92.24			
			LABOR COMPLIANCE - LO LYNCH 01/2024	92.24			
			LABOR COMPLIANCE - MCDONALD ELEC. 01/2024	138.35			
			LABOR COMPLIANCE - URBAN HABITAT 01/2024	531.80			
1002353	02-22-24	CASAMAR GROUP, LLC	S.E.P. JAN. 2024	784.00	784.00		784.00
1002400	02-29-24	CASAMAR GROUP, LLC	LABOR COMPLIANCE - WELL 34 - 01/2024	46.12	0.00	46.12	46.12
1002316	02-15-24	CASEY DOLAN	MONTHLY DIGITAL MANAGEMENT & CONSULTING	650.00	650.00		650.00
1002389	02-23-24	CHRIS MCNUTT	ACCOUNT REFUND 9260 AVE JALISCO	10.25	10.25		10.25
1002401	02-29-24	CITY OF DESERT HOT SPRINGS	ENCROACHMENT PERMIT MSWD-24-2	320.97	209,161.24		209,161.24
			UUT DECEMBER 2023	35,337.30			
			UUT DEC 23-24 COLLECTION	173,502.97			
1002317	02-15-24	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES	160.00	160.00		160.00
1002268	02-08-24	CORE & MAIN LP	CHECK VALVE - HORTON PLANT	1,562.38	36,951.15		36,951.15
			CHECK VALVE - HORTON PLANT	1,562.38			
			COMPANION FLG CI 8HOLE	601.25			
			INVENTORY	2,122.68			
			INVENTORY	486.60			
			FLEX COUPLINGS	808.13			
			COPPER TUBING	4,843.37			
			BRASS MTR BUSHINGS	1,858.69			
			FIRE PLUG VALVES	3,831.72			
			COPPER TUBING	4,843.37			
			COPPER TUBING	4,843.37			
			INVENTORY HARDWARE	6,809.20			
			FULL CIRCLE REPAIR CLAMP	2,778.01			
1002269	02-08-24	CUMMINS SOUTHERN PLAINS LLC	PORTABLE GENERATOR	870.18	0.00	134,412.94	134,412.94
			ONE PORTABLE GENERATOR	133,542.76			
1002270	02-08-24	CWEA	CWEA MEMBERSHIP RENEWAL - CHRIS J.	324.00	324.00		324.00
1002318	02-15-24	D & H WATER SYSTEMS, INC.	POLYMER HOSE REPLACEMENTS	213.18	213.18		213.18
1002271	02-08-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS - WELL 25	111.33	111.33		111.33
1002319	02-15-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS - WELL 26	286.70	313.04		313.04
			CONDUIT PIPE	26.34			
1002355	02-22-24	DESERT HORTICULTURAL SOCIETY	ANNUAL GARDEN TOUR SPONSORSHIP	500.00	500.00		500.00
1002322	02-15-24	DESERT HOT SPRINGS WOMENS CLUB	DHS WOMENS CLUB FASHION SHOW SPONSORSHIP	500.00	500.00		500.00
1002273	02-08-24	DESERT PROMOTIONS	POLOS/JACKETS	321.90	321.90		321.90
1002320	02-15-24	DESERT RECYCLING INC.	REMOVAL OF OLD CONCRETE & ASPHALT	1,560.00	1,560.00		1,560.00
1002321	02-15-24	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRE & ALIGNMENT - TRK #410	485.49	485.49		485.49
1002356	02-22-24	DESERT URGENT CARE	PHYSICALS	425.00	425.00		425.00
1002354	02-22-24	DESERT VALLEY DISPOSAL, INC.	JANUARY SERVICE	544.89	1,338.79		1,338.79
			JANUARY SERVICE - CORP YARD	793.90			
1002272	02-08-24	DESERT WATER AGENCY	DWA RAC FEES FOR ID-E	9,850.31	364,339.35		364,339.35
			DWA RAC FEES - MAIN SYSTEM	354,489.04			
99106167	02-08-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE FOR PP#10	19,637.00	0.00	19,637.00	19,637.00
1002274	02-08-24	DURABLE COATING INC	LINE X COATING TRK# 439	1,862.00	1,862.00		1,862.00
1002275	02-08-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	1,898.58	5,925.68		5,925.68
			SLUDGE HAULING	4,027.10			
1002323	02-15-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	5,183.00	10,361.16		10,361.16

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE	OPERATING	CAPITAL	TOTAL
				AMOUNT			
1002402	02-29-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	5,178.16			
			SLUDGE HAULING	1,896.85	22,492.38		22,492.38
			SLUDGE HAULING	2,698.09			
			SLUDGE HAULING	2,615.55			
			SLUDGE HAULING	3,878.07			
			SLUDGE HAULING	2,000.00			
			SLUDGE HAULING	2,057.45			
			SLUDGE HAULING	4,346.37			
			SLUDGE HAULING	3,000.00			
99106115	02-09-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX PPE 02.02.2024	69,692.73	69,692.73		69,692.73
99106290	02-16-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 02.16.24	56,468.17	56,468.17		56,468.17
PR020924	02-09-24	EMPLOYEES		1,066.23	1,066.23		1,066.23
PR022324	02-23-24	EMPLOYEES		319.41	319.41		319.41
1002403	02-29-24	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE	30,550.85	30,550.85		30,550.85
1002357	02-22-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT	4,243.55	4,243.55		4,243.55
1002324	02-15-24	EXECUTIVE FACILITIES SERVICES, INC.	DISINFECTION SERVICES	1,830.00	3,660.00		3,660.00
			JANITORIAL SERVICES	1,830.00			
1002404	02-29-24	FARMER BROS. CO	COFFEE ORDER	231.48	231.48		231.48
1002276	02-08-24	FASTENAL COMPANY	RESTOCK WIRING & FUSES - FLEET MAINT.	316.43	911.02		911.02
			RESTOCK NUTS & BOLTS - FLEET MAINT.	594.59			
1002277	02-08-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	51.59		51.59
1002358	02-22-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	103.30		103.30
			WELLS FARGO OVERNIGHT FEE	51.71			
1002405	02-29-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.82	51.82		51.82
1002325	02-15-24	FORSHOCK	SCADA MONITORING	220.00	220.00		220.00
1002278	02-08-24	FRANCHISE TAX BOARD	GARNISHMENT EE#72 PMT 11	150.00	150.00		150.00
1002326	02-15-24	FRANCHISE TAX BOARD	GARNISHMENT EE #72 PMT 11	150.00	150.00		150.00
1002406	02-29-24	FRANCHISE TAX BOARD	GARNISHMENT EE#72 PMT 12	150.00	150.00		150.00
1002279	02-08-24	GRAINGER	BAND SAW - FLEET MAIN.	1,103.20	1,103.20		1,103.20
1002327	02-15-24	HACH COMPANY	LAB KIT - HORTON PLANT	2,329.56	2,329.56		2,329.56
1002359	02-22-24	HDL COREN & CONE	2022-2023 ACFR STATISTICAL PACKAGE	695.00	695.00		695.00
1002390	02-23-24	HEATHER REDMAN	ACCOUNT REFUND 9400 EKWANOK DR	50.43	50.43		50.43
1002360	02-22-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	4,051.64	4,051.64		4,051.64
1002378	02-22-24	HOUSTON & HARRIS PCS INC	ACCOUNT REFUND 65810 HACIENDA AVE	713.48	713.48		713.48
1002328	02-15-24	INFOSEND INC	MONTHLY BILLING SERVICES	4,890.84	7,747.42		7,747.42
			MONTHLY BILLING SERVICE	1,575.31			
			NEWSLETTER INSERT	1,281.27			
1002361	02-22-24	INFOSEND INC	MONTHLY BILLING SERVICES	4,490.36	4,490.36		4,490.36
1002407	02-29-24	INTELESYS	IT SERIVCES FEB 2024	7,875.00	15,750.00		15,750.00
			IT SERVICES MARCH 2024	7,875.00			
1002362	02-22-24	IVAN SEWELL	MILEAGE REIMBURSEMENT	399.32	399.32		399.32
99105993	02-01-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP # 21	47,771.97	0.00	47,771.97	47,771.97
1002391	02-23-24	JOEL RICO	ACCOUNT REFUND 66300 6TH ST	7.08	7.08		7.08
1002379	02-22-24	KELLY CROSS	ACCOUNT REFUND 15300 PALM DR #7	3.04	3.04		3.04
1002329	02-15-24	KILLER BEE PEST CONTROL	BEE REMOVAL - VARIOUS LOCATIONS	190.00	190.00		190.00
1002408	02-29-24	KILLER BEE PEST CONTROL	BEE REMOVAL	95.00	95.00		95.00
1002280	02-08-24	KURT LEWIS	CLAIMS PAYMENT	500.00	500.00		500.00
1002409	02-29-24	KYLE GROUNDWATER, INC.	WELL 34 - PP #1	15,803.70	0.00	15,803.70	15,803.70
99106117	02-09-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 02.02.2024	23,274.25	23,274.25		23,274.25

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99106294	02-23-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 02.16.2024	23,523.49	23,523.49		23,523.49
1002330	02-15-24	MANPOWER US INC.	STAFFING SERVICES	3,157.38	18,287.23		18,287.23
			STAFFING SERVICES	2,431.04			
			STAFFING SERVICES	2,482.40			
			STAFFING SERVICES	3,110.25			
			STAFFING SERVICES	2,482.40			
			STAFFING SERVICES	3,016.00			
			STAFFING SERVICES	1,607.76			
1002392	02-23-24	MARIA E GUTIERREZ	ACCOUNT REFUND 66985 FLORA AVE	46.87	46.87		46.87
1002281	02-08-24	MATHESON TRI-GAS, INC	RESTOCK DURACELL BATTERIES	328.51	328.51		328.51
1002331	02-15-24	MATHESON TRI-GAS, INC	CLEAR SAFETY GOGGLES	193.95	193.95		193.95
1002332	02-15-24	MCDONALD ELECTRIC, INC	NORTHRIDGE BOOSTERS 1 & 2 REPAIRS	7,188.30	7,188.30		7,188.30
1002393	02-23-24	MICHAEL KRAFT	ACCOUNT REFUND 11633 SKY POINTE DR	69.76	69.76		69.76
1002333	02-15-24	NANCY SCHELLING	TURF REBATE	1,670.00	1,670.00		1,670.00
1002380	02-22-24	NORMA GUTHRIE	ACCOUNT REFUND 12850 MAUI WAY	5.24	5.24		5.24
1002282	02-08-24	O'REILLY AUTOMOTIVE INC.	BRAKE PAD REPLACEMENT	247.38	854.46		854.46
			BRAKE CLEANER RESTOCK - FLEET MAINT.	24.97			
			RESTOCK 5 GAL DRUM - FLEET MAINT.	407.30			
			REPAIR MATERIAL - FLEET MAINT.	106.32			
			FLEET MAINT. INVENTORY	68.49			
1002283	02-08-24	ON POWER INDUSTRIES, LLC	REPAIRS TO LIFT ST. GENERATOR	4,910.00	4,910.00		4,910.00
1002334	02-15-24	ON POWER INDUSTRIES, LLC	WELL 32 SWITCHGEAR MAINTENANCE	3,450.00	3,450.00		3,450.00
1002381	02-22-24	PALARI VILLAS DHS, LLC	ACCOUNT REFUND 13829 SCENIC CREST CIR	469.75	469.75		469.75
1002284	02-08-24	PALM SPRINGS AIR MUSEUM INC.	EDUCATIONAL GALA FUNDRAISER	5,750.00	5,750.00		5,750.00
1002285	02-08-24	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SERVICE - ADMIN	90.00	300.00		300.00
			PEST CONTROL SERVICE - CORP. YARD	45.00			
			PEST CONTROL SERVICE BAIT BOX - CORP YARD	60.00			
			PEST CONTROL SERVICE - ANNEX BUILDING	65.00			
			PEST CONTROL SERVICE BAIT BOX - ADMIN	40.00			
1002286	02-08-24	PARKERS BUILDING SUPPLY	CABLE CLAMPS	7.09	124.00		124.00
			SAFETY LIGHTS - FLEET MAINT.	57.69			
			REPAIR MATERIAL - ANNEX BLDG ROOF	59.22			
1002335	02-15-24	PARKERS BUILDING SUPPLY	MISC. ITEMS FOR PRODUCTION	17.23	17.23		17.23
99106367	02-22-24	PAYMENTUS CORPORATION	JAN 2024 CREDIT CARD FEES	3,932.65	3,932.65		3,932.65
1002287	02-08-24	PAYNEARME MT, INC.	CHARGEBACKS/ACH RETURNS	265.00	265.00		265.00
99106166	02-05-24	PAYNEARME MT, INC.	JAN 2024 PAYNEARME FEES	8,176.99	8,176.99		8,176.99
1002336	02-15-24	PHENOVA, INC.	IN-HOUSE PE SAMPLES	3,327.00	3,327.00		3,327.00
1002364	02-22-24	PHENOVA, INC.	IN-HOUSE PE SAMPLES	147.85	147.85		147.85
1002288	02-08-24	POWERPLAN OIB	REPAIR PARTS - VACTOR TRAILER	2,141.48	3,240.30		3,240.30
			SERVICE REPAIRS UNIT #385	1,098.82			
1002289	02-08-24	PROFORMA	PAYROLL CHECKS	366.87	1,474.48		1,474.48
			DOOR HANGERS	1,107.61			
1002290	02-08-24	QUADIENT FINANCE USA, INC.	POSTAGE REPLENISHMENT	559.54	559.54		559.54
1002365	02-22-24	QUADIENT FINANCE USA, INC.	LEASE PAYMENT	650.58	650.58		650.58
1002382	02-22-24	RANDY MOORE	ACCOUNT REFUND 66212 7TH ST	657.80	657.80		657.80
1002291	02-08-24	RAY LOPEZ ASSOCIATES	PLAN CHECK SERVICES	1,662.50	1,662.50		1,662.50
1002383	02-22-24	RENE HERNANDEZ NIETO	ACCOUNT REFUND 66977 PIERSON BLVD	42.83	42.83		42.83
1002394	02-23-24	RICHARD WILKINS	ACCOUNT REFUND 9691 APAWAMIS RD	40.01	40.01		40.01
99106113	02-09-24	RIVERSIDE COUNTY DCSS - MAIN OFFICE	MONTHLY IWO - PPE 02.02.2024	176.25	176.25		176.25

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1002292	02-08-24	ROBERT G MODRICH	JAN 2024 UNIDATA MAINTENANCE	5,868.00	5,868.00		5,868.00
1002395	02-23-24	ROBERT L JANOPOULOS	ACCOUNT REFUND 65625 AVE CADENA	58.65	58.65		58.65
1002384	02-22-24	ROBERT W BARRETT	ACCOUNT REFUND 69525 DILLON RD #150	14.96	14.96		14.96
1002366	02-22-24	ROGERS,ANDERSON,MALODY & SCOTT, LLP.	PROGRESS BILLING FINANCIAL STATEMENT AUDIT	9,000.00	16,200.00		16,200.00
			FY23 DEC. BILLING - FINANCIAL STATEMENT AUDIT	2,000.00			
			PROGRESS BILLING - FINANCIAL STATEMENT AUDIT	5,200.00			
1002337	02-15-24	RUSS MARTIN	MILEAGE REIMBURSEMENT - JANUARY 2024	251.92	251.92		251.92
1002338	02-15-24	SA RECYCLING LLC	DUMP FEES	552.50	552.50		552.50
1002367	02-22-24	SA RECYCLING LLC	GREENWASTE HORTON PLANT	54.60	54.60		54.60
1002396	02-23-24	SEAN RAZMY	ACCOUNT REFUND 13591 OVERLOOK DR	13.63	13.63		13.63
1002293	02-08-24	SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP	92DM-378557 - PMT #6 - MSWD V. SCE	1,831.50	0.00	1,831.50	1,831.50
1002339	02-15-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES OVER RETAINER	2,400.70	9,017.70		9,017.70
			LEGAL SERVICES OVER RETAINER	6,500.00			
			LEGAL SERVICES SGMA	117.00			
1002340	02-15-24	SMITH PIPE & SUPPLY, INC	PVC PIPE FOR VAC TRAILERS	394.99	394.99		394.99
1002294	02-08-24	SO CAL GAS	GAS BILL - 01/2024	179.85	179.85		179.85
1002295	02-08-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,956.61	5,956.61		5,956.61
1002368	02-22-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	2,854.41	140,636.36		140,636.36
			ELECTRIC BILL	32,731.34			
			ELECTRIC BILL	104,339.64			
			ELECTRIC BILL	2,042.18			
			01.08.2024 CREDIT	-1,331.21			
1002410	02-29-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,266.49	1,030.11		1,030.11
			CREDIT CORRECTION	-4,236.38			
99106114	02-09-24	STATE OF CA EDD	STATE TAX PPE 02.02.2024	14,079.83	14,079.83		14,079.83
99106291	02-23-24	STATE OF CA EDD	STATE TAX PPE 02.16.2024	11,285.96	11,285.96		11,285.96
99106293	02-09-24	STATE OF CA EDD	LATE PYMT FEE Q4 EDD	96.69	96.69		96.69
99106314	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE01.05.24	4,957.21	4,957.21		4,957.21
99106315	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE 01.19.24	2,747.30	2,747.30		2,747.30
99106316	02-02-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING PPE 02.02.24	756.69	756.69		756.69
99106317	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE 02.16.24	232.15	232.15		232.15
99106401	02-01-24	STATE OF CA EDD	QUARTER 4 DE9 PAYMENT	643.70	643.70		643.70
1002296	02-08-24	STATE WATER RES CONTROL BRD	WELL EXTRACTION - FY 22/23	350.00	350.00		350.00
1002369	02-22-24	SWAIN ELECTRIC MOTOR SERVICE	COMPLETE MOTOR & PUMP OVERHAUL	10,178.89	10,178.89		10,178.89
1002370	02-22-24	THE LINCOLN NATL. LIFE INS. CO.	MARCH 2024 PREPAID INSURANCE	4,201.91	4,201.91		4,201.91
1002341	02-15-24	THE UPS STORE #5062	SHIPPING FEE	14.43	14.43		14.43
1002297	02-08-24	THEODORE MAYRHOFEN	MILEAGE REIMBURSEMENT	79.73	79.73		79.73
1002298	02-08-24	TKE ENGINEERING, INC	CONSULTANT DESIGN SVCS DEC 2023	20,742.50	0.00	20,742.50	20,742.50
1002299	02-08-24	TOPS N BARRICADES, INC	SURVEY FLAGS	108.75	1,282.52		1,282.52
			SAFETY JACKETS	113.46			
			LIGHTBARS - FLEET MAINTENANCE	1,060.31			
1002300	02-08-24	UMETECH, INC.	IT SERVICES JAN 2024	13,278.75	13,278.75		13,278.75
1002342	02-15-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	372.25	372.25		372.25
1002301	02-08-24	UNITED WAY OF THE DESERT	FUNDS REPLENISHMENT/CLASS ACTION TERMS	13,620.18	13,620.18		13,620.18
1002371	02-22-24	URBAN HABITAT	LANDSCAPE SERVICES	5,900.00	5,900.00		5,900.00
1002411	02-29-24	URBAN HABITAT	LANDSCAPE SERVICES	5,550.00	5,550.00		5,550.00
99106432	02-01-24	US BANK CORPORATE TRUST SERVICES	AD13 COUNTY FUND WIRE	279,643.25	279,643.25		279,643.25
99106433	02-21-24	US BANK CORPORATE TRUST SERVICES	AD13 COUNTY FUND 02.21.24	6,415.62	6,415.62		6,415.62
1002303	02-08-24	USA BLUEBOOK	PVDF QUILLS - WATER PRODUCTION	1,153.70	6,472.84		6,472.84

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				AMOUNT			
			FITTINGS - WATER PRODUCTION	585.30			
			FITTINGS - WATER PRODUCTION	1,073.38			
			UNION TEES - WATER PRODUCTION	122.72			
			STEEL TUBINGS - WATER PRODUCTION	86.16			
			STEEL CONNECTORS - WATER PRODUCTION	66.69			
			WATER PRODUCTION PUMP	3,384.89			
1002343	02-15-24	USA BLUEBOOK	HARDWARE - HORTON PLANT	54.04	366.30		366.30
			DEIONIZED WATER, CHART PENS, VACUUM GAUGE	312.26			
1002302	02-08-24	USA-FACT INC	BACKGROUND CHECK	64.83	64.83		64.83
99106063	02-01-24	USDA RURAL DEVELOPMENT	USDA LOAN INTEREST & PRINCIPAL	13,770.50	13,770.50		13,770.50
1002385	02-22-24	USHA SODHI	ACCOUNT REFUND 12805 COTTONWOOD RD	82.00	82.00		82.00
1002386	02-22-24	USHA SODHI	ACCOUNT REFUND 12793 COTTONWOOD RD	82.00	82.00		82.00
1002344	02-15-24	VAGABOND WELDING SUPPLY	MATERIAL FOR HYDRANT LOCKS	61.99	61.99		61.99
1002372	02-22-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1002304	02-08-24	WATERLINE TECHNOLOGIES INC.	DRUM REFILL #5668998	978.37	1,956.74		1,956.74
			4 DRUMS REFILLED	978.37			
1002412	02-29-24	WATERLINE TECHNOLOGIES INC.	5 DRUMS REFILLED	1,222.96	3,668.88		3,668.88
			5 DRUMS REFILLED	1,222.96			
			5 DRUMS REFILLED	1,222.96			
99106412	02-29-24	WELLS FARGO - WELLSONE	JANUARY 2024 CC PAYMENT	54,444.71	54,444.71		54,444.71
99105991	02-01-24	WELLS FARGO BANK	JAN 2024 LOC INTEREST EXP	48,212.50	48,212.50		48,212.50
99106116	02-09-24	WELLS FARGO BANK	AUTO DEP PPE 02.02.2024	156,438.95	156,438.95		156,438.95
99106289	02-23-24	WELLS FARGO BANK	AUTO DEP PPE 02.16.24	136,582.16	136,582.16		136,582.16
1002345	02-15-24	WEST COAST SAND AND GRAVEL INC.	RESTOCK 25.80 TONS BASE MATERIAL	540.90	4,343.14		4,343.14
			RESTOCK 25.55 TONS BASE MATERIAL	535.66			
			RESTOCK COLD MIX - CORP. YARD	3,266.58			
1002346	02-15-24	WESTAIR GASES & EQUIPMENT, INC.	CO2 TANK RENTAL	26.75	26.75		26.75
1002373	02-22-24	WESTECH ENGINEERING LLC	REPLACEMENT SKIMMER BLADE CLAR. #5	1,879.16	1,879.16		1,879.16
1002347	02-15-24	WHITE CAP CONSTRUCTION SUPPLY	BLUE MARKING PAINT & SAFETY VESTS	330.15	330.15		330.15
1002348	02-15-24	WOODARD & CURRAN INC	STRATEGIC PLANNING SERVICES - PP #1	14,795.40	49,226.18		49,226.18
			STRATEGIC PLANNING SERVICES - PP #2	11,827.50			
			STRATEGIC PLANNING SERVICES PP #3	22,603.28			
1002349	02-15-24	XEROX CORPORATION	XEROX LEASE - ADMIN	343.73	343.73		343.73
1002413	02-29-24	XEROX CORPORATION	XEROX LEASE	375.63	375.63		375.63
1002374	02-22-24	XYLEM DEWATERING SOLUTIONS INC	STANDBY PUMPING @ LIFT STATION	3,577.43	11,919.94		11,919.94
			STANDBY PUMPING @ LIFT STATION	8,035.42			
			PICKUP CHARGE FOR PUMP RENTAL	307.09			
			CURRENT CHECK TOTAL	2,544,544.4	2,254,517.1	290,027.3	2,544,544.4
TOTAL				2,544,544.45	2,254,517.12	290,027.33	2,544,544.45
188 records listed							

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75612	02-21-24	ANTONIO L BUGARIN	ACCOUNT REFUND 13128 RUSHMORE AVE	-330.13	-330.13		-330.13
1002168	02-06-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP. QTR 4	-40,957.92	-40,957.92		-40,957.92
1002259	02-08-24	ACWA-JPIA HEALTH BENEFITS AUTH.	MARCH 2024 PREPAID INSURANCE	108,141.21	108,141.21		108,141.21
1002260	02-08-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP. QTR 4	40,957.92	40,957.92		40,957.92
1002261	02-08-24	AECOM TECHNICAL SERVICES INC.	MSWD CONSTRUCTION SERVICES OCT-DEC 2023	26,655.35	0.00	26,655.35	26,655.35
1002262	02-08-24	AMBER DUFF	MILEAGE REIMBURSEMENT	41.54	41.54		41.54
1002263	02-08-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	309.48	309.48		309.48
1002264	02-08-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 01.24.24	399.21	399.21		399.21
1002265	02-08-24	ASTRA INDUSTRIAL SERVICES INC	BACKFLOW TEST EQUIPMENT CALIBRATION FEE	165.00	165.00		165.00
1002266	02-08-24	BABCOCK LABORATORIES, INC.	TDS - HORTON WWTP	52.02	1,039.13		1,039.13
			TOTAL N PACKAGE - HWWTP/DCWWTP	210.56			
			TOTAL N PACKAGE - HORTON INF.	151.10			
			TOTAL N PACKAGE - HORTON CLARIFIERS	625.45			
1002267	02-08-24	BECK OIL, INC.	DIESEL FUEL	7,262.76	13,327.74		13,327.74
			UNLEADED GASOLINE	6,064.98			
1002268	02-08-24	CORE & MAIN LP	CHECK VALVE - HORTON PLANT	1,562.38	36,951.15		36,951.15
			CHECK VALVE - HORTON PLANT	1,562.38			
			COMPANION FLG CI 8HOLE	601.25			
			INVENTORY	2,122.68			
			INVENTORY	486.60			
			FLEX COUPLINGS	808.13			
			COPPER TUBING	4,843.37			
			BRASS MTR BUSHINGS	1,858.69			
			FIRE PLUG VALVES	3,831.72			
			COPPER TUBING	4,843.37			
			COPPER TUBING	4,843.37			
			INVENTORY HARDWARE	6,809.20			
			FULL CIRCLE REPAIR CLAMP	2,778.01			
1002269	02-08-24	CUMMINS SOUTHERN PLAINS LLC	PORTABLE GENERATOR	870.18	0.00	134,412.94	134,412.94
			ONE PORTABLE GENERATOR	133,542.76			
1002270	02-08-24	CWEA	CWEA MEMBERSHIP RENEWAL - CHRIS J.	324.00	324.00		324.00
1002271	02-08-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS - WELL 25	111.33	111.33		111.33
1002272	02-08-24	DESERT WATER AGENCY	DWA RAC FEES FOR ID-E	9,850.31	364,339.35		364,339.35
			DWA RAC FEES - MAIN SYSTEM	354,489.04			
1002273	02-08-24	DESERT PROMOTIONS	POLOS/JACKETS	321.90	321.90		321.90
1002274	02-08-24	DURABLE COATING INC	LINE X COATING TRK# 439	1,862.00	1,862.00		1,862.00
1002275	02-08-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	1,898.58	5,925.68		5,925.68
			SLUDGE HAULING	4,027.10			
1002276	02-08-24	FASTENAL COMPANY	RESTOCK WIRING & FUSES - FLEET MAINT.	316.43	911.02		911.02
			RESTOCK NUTS & BOLTS - FLEET MAINT.	594.59			
1002277	02-08-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	51.59		51.59
1002278	02-08-24	FRANCHISE TAX BOARD	GARNISHMENT EE#72 PMT 11	150.00	150.00		150.00
1002279	02-08-24	GRAINGER	BAND SAW - FLEET MAIN.	1,103.20	1,103.20		1,103.20
1002280	02-08-24	KURT LEWIS	CLAIMS PAYMENT	500.00	500.00		500.00
1002281	02-08-24	MATHESON TRI-GAS, INC	RESTOCK DURACELL BATTERIES	328.51	328.51		328.51
1002282	02-08-24	O'REILLY AUTOMOTIVE INC.	BRAKE PAD REPLACEMENT	247.38	854.46		854.46
			BRAKE CLEANER RESTOCK - FLEET MAINT.	24.97			
			RESTOCK 5 GAL DRUM - FLEET MAINT.	407.30			
			REPAIR MATERIAL - FLEET MAINT.	106.32			

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			FLEET MAINT. INVENTORY	68.49			
1002283	02-08-24	ON POWER INDUSTRIES, LLC	REPAIRS TO LIFT ST. GENERATOR	4,910.00	4,910.00		4,910.00
1002284	02-08-24	PALM SPRINGS AIR MUSEUM INC.	EDUCATIONAL GALA FUNDRAISER	5,750.00	5,750.00		5,750.00
1002285	02-08-24	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SERVICE - ADMIN	90.00	300.00		300.00
			PEST CONTROL SERVICE - CORP. YARD	45.00			
			PEST CONTROL SERVICE BAIT BOX - CORP YARD	60.00			
			PEST CONTROL SERVICE - ANNEX BUILDING	65.00			
			PEST CONTROL SERVICE BAIT BOX - ADMIN	40.00			
1002286	02-08-24	PARKERS BUILDING SUPPLY	CABLE CLAMPS	7.09	124.00		124.00
			SAFETY LIGHTS - FLEET MAINT.	57.69			
			REPAIR MATERIAL - ANNEX BLDG ROOF	59.22			
1002287	02-08-24	PAYNEARME MT, INC.	CHARGEBACKS/ACH RETURNS	265.00	265.00		265.00
1002288	02-08-24	POWERPLAN OIB	REPAIR PARTS - VACTOR TRAILER	2,141.48	3,240.30		3,240.30
			SERVICE REPAIRS UNIT #385	1,098.82			
1002289	02-08-24	PROFORMA	PAYROLL CHECKS	366.87	1,474.48		1,474.48
			DOOR HANGERS	1,107.61			
1002290	02-08-24	QUADIENT FINANCE USA, INC.	POSTAGE REPLENISHMENT	559.54	559.54		559.54
1002291	02-08-24	RAY LOPEZ ASSOCIATES	PLAN CHECK SERVICES	1,662.50	1,662.50		1,662.50
1002292	02-08-24	ROBERT G MODRICH	JAN 2024 UNIDATA MAINTENANCE	5,868.00	5,868.00		5,868.00
1002293	02-08-24	SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP	92DM-378557 - PMT #6 - MSWD V. SCE	1,831.50	0.00	1,831.50	1,831.50
1002294	02-08-24	SO CAL GAS	GAS BILL - 01/2024	179.85	179.85		179.85
1002295	02-08-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,956.61	5,956.61		5,956.61
1002296	02-08-24	STATE WATER RES CONTROL BRD	WELL EXTRACTION - FY 22/23	350.00	350.00		350.00
1002297	02-08-24	THEODORE MAYRHOFEN	MILEAGE REIMBURSEMENT	79.73	79.73		79.73
1002298	02-08-24	TKE ENGINEERING, INC	CONSULTANT DESIGN SVCS DEC 2023	20,742.50	0.00	20,742.50	20,742.50
1002299	02-08-24	TOPS N BARRICADES, INC	SURVEY FLAGS	108.75	1,282.52		1,282.52
			SAFETY JACKETS	113.46			
			LIGHTBARS - FLEET MAINTENANCE	1,060.31			
1002300	02-08-24	UMETECH, INC.	IT SERVICES JAN 2024	13,278.75	13,278.75		13,278.75
1002301	02-08-24	UNITED WAY OF THE DESERT	FUNDS REPLENISHMENT/CLASS ACTION TERMS	13,620.18	13,620.18		13,620.18
1002302	02-08-24	USA-FACT INC	BACKGROUND CHECK	64.83	64.83		64.83
1002303	02-08-24	USA BLUEBOOK	PVDF QUILLS - WATER PRODUCTION	1,153.70	6,472.84		6,472.84
			FITTINGS - WATER PRODUCTION	585.30			
			FITTINGS - WATER PRODUCTION	1,073.38			
			UNION TEES - WATER PRODUCTION	122.72			
			STEEL TUBINGS - WATER PRODUCTION	86.16			
			STEEL CONNECTORS - WATER PRODUCTION	66.69			
			WATER PRODUCTION PUMP	3,384.89			
1002304	02-08-24	WATERLINE TECHNOLOGIES INC.	DRUM REFILL #5668998	978.37	1,956.74		1,956.74
			4 DRUMS REFILLED	978.37			
1002305	02-15-24	ABSOLUTE STANDARDS INC	LAB TESTING	90.00	90.00		90.00
1002306	02-15-24	ADT COMMERCIAL LLC	SECURITY ALARM	347.24	347.24		347.24
1002307	02-15-24	AIR & HOSE SOURCE INC.	HARDWARE - HORTON PLANT	185.96	563.32		563.32
			REPLACEMENT HOSE - VACTOR TRAILER	377.36			
1002308	02-15-24	AMERICAN OUTREACH FOUNDATION	DHS COMMUNITY OUTREACH	1,000.00	1,000.00		1,000.00
1002309	02-15-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	299.43	299.43		299.43
1002310	02-15-24	AUTO ZONE STORES LLC	SHOCK ABSORBER REPLACEMENTS - TRK #418	144.51	144.51		144.51
1002311	02-15-24	BDP INDUSTRIES,INC.	REPLACEMENT BELT	3,675.86	3,675.86		3,675.86
1002312	02-15-24	BEST SIGNS, INC	VINYL DECALS - DISTRICT VEHICLE	589.95	589.95		589.95

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1002313	02-15-24	BRINKS INCORPORATED	MONTHLY SERVICE CHARGE	62.07	369.67		369.67
			MONTHLY SERVICE CHARGE	307.60			
1002314	02-15-24	CARPI & CLAY. INC	FEDERAL ADVOCACY	4,000.00	4,000.00		4,000.00
1002315	02-15-24	CASAMAR GROUP, LLC	S.E.P. DECEMBER 2023	85.71	1,656.61		1,656.61
			LABOR COMPLIANCE - ONPOWER 01/2024	716.27			
			LABOR COMPLIANCE - LEGEND PUMP 01/2024	92.24			
			LABOR COMPLIANCE - LO LYNCH 01/2024	92.24			
			LABOR COMPLIANCE - MCDONALD ELEC. 01/2024	138.35			
			LABOR COMPLIANCE - URBAN HABITAT 01/2024	531.80			
1002316	02-15-24	CASEY DOLAN	MONTHLY DIGITAL MANAGEMENT & CONSULTING	650.00	650.00		650.00
1002317	02-15-24	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES	160.00	160.00		160.00
1002318	02-15-24	D & H WATER SYSTEMS, INC.	POLYMER HOSE REPLACEMENTS	213.18	213.18		213.18
1002319	02-15-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS - WELL 26	286.70	313.04		313.04
			CONDUIT PIPE	26.34			
1002320	02-15-24	DESERT RECYCLING INC.	REMOVAL OF OLD CONCRETE & ASPHALT	1,560.00	1,560.00		1,560.00
1002321	02-15-24	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRE & ALIGNMENT - TRK #410	485.49	485.49		485.49
1002322	02-15-24	DESERT HOT SPRINGS WOMENS CLUB	DHS WOMENS CLUB FASHION SHOW SPONSORSHIP	500.00	500.00		500.00
1002323	02-15-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	5,183.00	10,361.16		10,361.16
			SLUDGE HAULING	5,178.16			
1002324	02-15-24	EXECUTIVE FACILITIES SERVICES, INC.	DISINFECTION SERVICES	1,830.00	3,660.00		3,660.00
			JANITORIAL SERVICES	1,830.00			
1002325	02-15-24	FORSHOCK	SCADA MONITORING	220.00	220.00		220.00
1002326	02-15-24	FRANCHISE TAX BOARD	GARNISHMENT EE #72 PMT 11	150.00	150.00		150.00
1002327	02-15-24	HACH COMPANY	LAB KIT - HORTON PLANT	2,329.56	2,329.56		2,329.56
1002328	02-15-24	INFOSEND INC	MONTHLY BILLING SERVICES	4,890.84	7,747.42		7,747.42
			MONTHLY BILLING SERVICE	1,575.31			
			NEWSLETTER INSERT	1,281.27			
1002329	02-15-24	KILLER BEE PEST CONTROL	BEE REMOVAL - VARIOUS LOCATIONS	190.00	190.00		190.00
1002330	02-15-24	MANPOWER US INC.	STAFFING SERVICES	3,157.38	18,287.23		18,287.23
			STAFFING SERVICES	2,431.04			
			STAFFING SERVICES	2,482.40			
			STAFFING SERVICES	3,110.25			
			STAFFING SERVICES	2,482.40			
			STAFFING SERVICES	3,016.00			
			STAFFING SERVICES	1,607.76			
1002331	02-15-24	MATHESON TRI-GAS, INC	CLEAR SAFETY GOGGLES	193.95	193.95		193.95
1002332	02-15-24	MCDONALD ELECTRIC, INC	NORTHRIDGE BOOSTERS 1 & 2 REPAIRS	7,188.30	7,188.30		7,188.30
1002333	02-15-24	NANCY SCHELLING	TURF REBATE	1,670.00	1,670.00		1,670.00
1002334	02-15-24	ON POWER INDUSTRIES, LLC	WELL 32 SWITCHGEAR MAINTENANCE	3,450.00	3,450.00		3,450.00
1002335	02-15-24	PARKERS BUILDING SUPPLY	MISC. ITEMS FOR PRODUCTION	17.23	17.23		17.23
1002336	02-15-24	PHENOVA, INC.	IN-HOUSE PE SAMPLES	3,327.00	3,327.00		3,327.00
1002337	02-15-24	RUSS MARTIN	MILEAGE REIMBURSEMENT - JANUARY 2024	251.92	251.92		251.92
1002338	02-15-24	SA RECYCLING LLC	DUMP FEES	552.50	552.50		552.50
1002339	02-15-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES OVER RETAINER	2,400.70	9,017.70		9,017.70
			LEGAL SERVICES OVER RETAINER	6,500.00			
			LEGAL SERVICES SGMA	117.00			
1002340	02-15-24	SMITH PIPE & SUPPLY, INC	PVC PIPE FOR VAC TRAILERS	394.99	394.99		394.99
1002341	02-15-24	THE UPS STORE #5062	SHIPPING FEE	14.43	14.43		14.43
1002342	02-15-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	372.25	372.25		372.25

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1002343	02-15-24	USA BLUEBOOK	HAIRDWARE - HORTON PLANT	54.04	366.30		366.30
			DEIONIZED WATER, CHART PENS, VACUUM GAUGE	312.26			
1002344	02-15-24	VAGABOND WELDING SUPPLY	MATERIAL FOR HYDRANT LOCKS	61.99	61.99		61.99
1002345	02-15-24	WEST COAST SAND AND GRAVEL INC.	RESTOCK 25.80 TONS BASE MATERIAL	540.90	4,343.14		4,343.14
			RESTOCK 25.55 TONS BASE MATERIAL	535.66			
			RESTOCK COLD MIX - CORP. YARD	3,266.58			
1002346	02-15-24	WESTAIR GASES & EQUIPMENT, INC.	CO2 TANK RENTAL	26.75	26.75		26.75
1002347	02-15-24	WHITE CAP CONSTRUCTION SUPPLY	BLUE MARKING PAINT & SAFETY VESTS	330.15	330.15		330.15
1002348	02-15-24	WOODARD & CURRAN INC	STRATEGIC PLANNING SERVICES - PP #1	14,795.40	49,226.18		49,226.18
			STRATEGIC PLANNING SERVICES - PP #2	11,827.50			
			STRATEGIC PLANNING SERVICES PP #3	22,603.28			
1002349	02-15-24	XEROX CORPORATION	XEROX LEASE - ADMIN	343.73	343.73		343.73
1002350	02-22-24	ABSOLUTE STANDARDS INC	LAB TESTING	90.00	90.00		90.00
1002351	02-22-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	336.43	336.43		336.43
1002352	02-22-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	331.89	739.14		739.14
			UNIFORM SERVICES	360.95			
			UNIFORM SERVICES	46.30			
1002353	02-22-24	CASAMAR GROUP, LLC	S.E.P. JAN. 2024	784.00	784.00		784.00
1002354	02-22-24	DESERT VALLEY DISPOSAL, INC.	JANUARY SERVICE	544.89	1,338.79		1,338.79
			JANUARY SERVICE - CORP YARD	793.90			
1002355	02-22-24	DESERT HORTICULTURAL SOCIETY	ANNUAL GARDEN TOUR SPONSORSHIP	500.00	500.00		500.00
1002356	02-22-24	DESERT URGENT CARE	PHYSICALS	425.00	425.00		425.00
1002357	02-22-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT	4,243.55	4,243.55		4,243.55
1002358	02-22-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	103.30		103.30
			WELLS FARGO OVERNIGHT FEE	51.71			
1002359	02-22-24	HDL COREN & CONE	2022-2023 ACFR STATISTICAL PACKAGE	695.00	695.00		695.00
1002360	02-22-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	4,051.64	4,051.64		4,051.64
1002361	02-22-24	INFOSEND INC	MONTHLY BILLING SERVICES	4,490.36	4,490.36		4,490.36
1002362	02-22-24	IVAN SEWELL	MILEAGE REIMBURSEMENT	399.32	399.32		399.32
1002363	02-22-24	ANTONIO L BUGARIN	ACCOUNT REFUND 13128 RUSHMORE AVE	330.13	330.13		330.13
1002364	02-22-24	PHENOVA, INC.	IN-HOUSE PE SAMPLES	147.85	147.85		147.85
1002365	02-22-24	QUADIENT FINANCE USA, INC.	LEASE PAYMENT	650.58	650.58		650.58
1002366	02-22-24	ROGERS,ANDERSON,MALODY & SCOTT, LLP.	PROGRESS BILLING FINANCIAL STATEMENT AUDIT	9,000.00	16,200.00		16,200.00
			FY23 DEC. BILLING - FINANCIAL STATEMENT AUDIT	2,000.00			
			PROGRESS BILLING - FINANCIAL STATEMENT AUDIT	5,200.00			
1002367	02-22-24	SA RECYCLING LLC	GREENWASTE HORTON PLANT	54.60	54.60		54.60
1002368	02-22-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	2,854.41	140,636.36		140,636.36
			ELECTRIC BILL	32,731.34			
			ELECTRIC BILL	104,339.64			
			ELECTRIC BILL	2,042.18			
			01.08.2024 CREDIT	-1,331.21			
1002369	02-22-24	SWAIN ELECTRIC MOTOR SERVICE	COMPLETE MOTOR & PUMP OVERHAUL	10,178.89	10,178.89		10,178.89
1002370	02-22-24	THE LINCOLN NATL. LIFE INS. CO.	MARCH 2024 PREPAID INSURANCE	4,201.91	4,201.91		4,201.91
1002371	02-22-24	URBAN HABITAT	LANDSCAPE SERVICES	5,900.00	5,900.00		5,900.00
1002372	02-22-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1002373	02-22-24	WESTECH ENGINEERING LLC	REPLACEMENT SKIMMER BLADE CLAR. #5	1,879.16	1,879.16		1,879.16
1002374	02-22-24	XYLEM DEWATERING SOLUTIONS INC	STANDBY PUMPING @ LIFT STATION	3,577.43	11,919.94		11,919.94
			STANDBY PUMPING @ LIFT STATION	8,035.42			
			PICKUP CHARGE FOR PUMP RENTAL	307.09			

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1002375	02-22-24	ANGELA YETENEKYAN	ACCOUNT REFUND 9035 SILVER STAR AVE	61.93	61.93		61.93
1002376	02-22-24	ARB, INC	ACCOUNT REFUND RUSHMORE	169.59	169.59		169.59
1002377	02-22-24	ARLENA FRANCO	ACCOUNT REFUND 66119 CAHUILLA AVE "H"	164.00	164.00		164.00
1002378	02-22-24	HOUSTON & HARRIS PCS INC	ACCOUNT REFUND 65810 HACIENDA AVE	713.48	713.48		713.48
1002379	02-22-24	KELLY CROSS	ACCOUNT REFUND 15300 PALM DR #7	3.04	3.04		3.04
1002380	02-22-24	NORMA GUTHRIE	ACCOUNT REFUND 12850 MAUI WAY	5.24	5.24		5.24
1002381	02-22-24	PALARI VILLAS DHS, LLC	ACCOUNT REFUND 13829 SCENIC CREST CIR	469.75	469.75		469.75
1002382	02-22-24	RANDY MOORE	ACCOUNT REFUND 66212 7TH ST	657.80	657.80		657.80
1002383	02-22-24	RENE HERNANDEZ NIETO	ACCOUNT REFUND 66977 PIERSON BLVD	42.83	42.83		42.83
1002384	02-22-24	ROBERT W BARRETT	ACCOUNT REFUND 69525 DILLON RD #150	14.96	14.96		14.96
1002385	02-22-24	USHA SODHI	ACCOUNT REFUND 12805 COTTONWOOD RD	82.00	82.00		82.00
1002386	02-22-24	USHA SODHI	ACCOUNT REFUND 12793 COTTONWOOD RD	82.00	82.00		82.00
1002387	02-23-24	ANNETTA GARLAND	ACCOUNT REFUND 13915 WEST DR	2.99	2.99		2.99
1002388	02-23-24	ASHLEY MURGUIA ALCARAZ	ACCOUNT REFUND 66777 MISSION LAKES BLVD	64.65	64.65		64.65
1002389	02-23-24	CHRIS MCNUTT	ACCOUNT REFUND 9260 AVE JALISCO	10.25	10.25		10.25
1002390	02-23-24	HEATHER REDMAN	ACCOUNT REFUND 9400 EKWANOK DR	50.43	50.43		50.43
1002391	02-23-24	JOEL RICO	ACCOUNT REFUND 66300 6TH ST	7.08	7.08		7.08
1002392	02-23-24	MARIA E GUTIERREZ	ACCOUNT REFUND 66985 FLORA AVE	46.87	46.87		46.87
1002393	02-23-24	MICHAEL KRAFT	ACCOUNT REFUND 11633 SKY POINTE DR	69.76	69.76		69.76
1002394	02-23-24	RICHARD WILKINS	ACCOUNT REFUND 9691 APAWAMIS RD	40.01	40.01		40.01
1002395	02-23-24	ROBERT L JANOPOULOS	ACCOUNT REFUND 65625 AVE CADENA	58.65	58.65		58.65
1002396	02-23-24	SEAN RAZMY	ACCOUNT REFUND 13591 OVERLOOK DR	13.63	13.63		13.63
1002397	02-29-24	AECOM TECHNICAL SERVICES INC.	MSWD CONSTRUCTION SERVICES DEC 2023	10,094.25	0.00	23,126.25	23,126.25
			AREA M-2 PROGRESS PAYMENT #9	13,032.00			
1002398	02-29-24	B-81 PAVING INC	SIDEWALK REPAIRS	11,020.00	11,020.00		11,020.00
1002399	02-29-24	BABCOCK LABORATORIES, INC.	RWRF WATER TESTING	262.60	1,031.77		1,031.77
			HORTON WWTP TESTING	375.27			
			HORTON WWTP WATER TESTING	393.90			
1002400	02-29-24	CASAMAR GROUP, LLC	LABOR COMPLIANCE - WELL 34 - 01/2024	46.12	0.00	46.12	46.12
1002401	02-29-24	CITY OF DESERT HOT SPRINGS	ENCROACHMENT PERMIT MSWD-24-2	320.97	209,161.24		209,161.24
			UUT DECEMBER 2023	35,337.30			
			UUT DEC 23-24 COLLECTION	173,502.97			
1002402	02-29-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	1,896.85	22,492.38		22,492.38
			SLUDGE HAULING	2,698.09			
			SLUDGE HAULING	2,615.55			
			SLUDGE HAULING	3,878.07			
			SLUDGE HAULING	2,000.00			
			SLUDGE HAULING	2,057.45			
			SLUDGE HAULING	4,346.37			
			SLUDGE HAULING	3,000.00			
1002403	02-29-24	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE	30,550.85	30,550.85		30,550.85
1002404	02-29-24	FARMER BROS. CO	COFFEE ORDER	231.48	231.48		231.48
1002405	02-29-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.82	51.82		51.82
1002406	02-29-24	FRANCHISE TAX BOARD	GARNISHMENT EE#72 PMT 12	150.00	150.00		150.00
1002407	02-29-24	INTELESYS	IT SERVICES FEB 2024	7,875.00	15,750.00		15,750.00
			IT SERVICES MARCH 2024	7,875.00			
1002408	02-29-24	KILLER BEE PEST CONTROL	BEE REMOVAL	95.00	95.00		95.00
1002409	02-29-24	KYLE GROUNDWATER, INC.	WELL 34 - PP #1	15,803.70	0.00	15,803.70	15,803.70
1002410	02-29-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,266.49	1,030.11		1,030.11

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE	OPERATING	CAPITAL	TOTAL
				AMOUNT			
			CREDIT CORRECTION	-4,236.38			
1002411	02-29-24	URBAN HABITAT	LANDSCAPE SERVICES	5,550.00	5,550.00		5,550.00
1002412	02-29-24	WATERLINE TECHNOLOGIES INC.	5 DRUMS REFILLED	1,222.96	3,668.88		3,668.88
			5 DRUMS REFILLED	1,222.96			
			5 DRUMS REFILLED	1,222.96			
1002413	02-29-24	XEROX CORPORATION	XEROX LEASE	375.63	375.63		375.63
99105988	02-01-24	AFLAC	JANUARY 2024 AFLAC DEDUCTIONS	2,774.46	2,774.46		2,774.46
99105989	02-01-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	L.DOSSANTOS FINAL PERS	286.63	286.63		286.63
99105991	02-01-24	WELLS FARGO BANK	JAN 2024 LOC INTEREST EXP	48,212.50	48,212.50		48,212.50
99105993	02-01-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP # 21	47,771.97	0.00	47,771.97	47,771.97
99106005	02-02-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 01.19.24	37,172.49	37,172.49		37,172.49
99106014	02-02-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS ADJUSTMENTS - EE 212/EE 216	378.95	378.95		378.95
99106063	02-01-24	USDA RURAL DEVELOPMENT	USDA LOAN INTEREST & PRINCIPAL	13,770.50	13,770.50		13,770.50
99106113	02-09-24	RIVERSIDE COUNTY DCSS - MAIN OFFICE	MONTHLY IWO - PPE 02.02.2024	176.25	176.25		176.25
99106114	02-09-24	STATE OF CA EDD	STATE TAX PPE 02.02.2024	14,079.83	14,079.83		14,079.83
99106115	02-09-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX PPE 02.02.2024	69,692.73	69,692.73		69,692.73
99106116	02-09-24	WELLS FARGO BANK	AUTO DEP PPE 02.02.2024	156,438.95	156,438.95		156,438.95
99106117	02-09-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 02.02.2024	23,274.25	23,274.25		23,274.25
99106166	02-05-24	PAYNEARME MT, INC.	JAN 2024 PAYNEARME FEES	8,176.99	8,176.99		8,176.99
99106167	02-08-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE FOR PP#10	19,637.00	0.00	19,637.00	19,637.00
99106210	02-15-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 02.02.2024	37,158.28	37,158.28		37,158.28
99106289	02-23-24	WELLS FARGO BANK	AUTO DEP PPE 02.16.24	136,582.16	136,582.16		136,582.16
99106290	02-16-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 02.16.24	56,468.17	56,468.17		56,468.17
99106291	02-23-24	STATE OF CA EDD	STATE TAX PPE 02.16.2024	11,285.96	11,285.96		11,285.96
99106293	02-09-24	STATE OF CA EDD	LATE PYMT FEE Q4 EDD	96.69	96.69		96.69
99106294	02-23-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 02.16.2024	23,523.49	23,523.49		23,523.49
99106314	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE01.05.24	4,957.21	4,957.21		4,957.21
99106315	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE 01.19.24	2,747.30	2,747.30		2,747.30
99106316	02-02-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING PPE 02.02.24	756.69	756.69		756.69
99106317	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE 02.16.24	232.15	232.15		232.15
99106367	02-22-24	PAYMENTUS CORPORATION	JAN 2024 CREDIT CARD FEES	3,932.65	3,932.65		3,932.65
99106401	02-01-24	STATE OF CA EDD	QUARTER 4 DE9 PAYMENT	643.70	643.70		643.70
99106412	02-29-24	WELLS FARGO - WELLSONE	JANUARY 2024 CC PAYMENT	54,444.71	54,444.71		54,444.71
99106432	02-01-24	US BANK CORPORATE TRUST SERVICES	AD13 COUNTY FUND WIRE	279,643.25	279,643.25		279,643.25
99106433	02-21-24	US BANK CORPORATE TRUST SERVICES	AD13 COUNTY FUND 02.21.24	6,415.62	6,415.62		6,415.62
PR020924	02-09-24	EMPLOYEES		1,066.23	1,066.23		1,066.23
PR022324	02-23-24	EMPLOYEES		319.41	319.41		319.41
			CURRENT CHECK TOTAL	2,544,544.4	2,254,517.1	290,027.3	2,544,544.4
TOTAL				2,544,544.45	2,254,517.12	290,027.33	2,544,544.45
188 records listed							

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1002272	02-08-24	DESERT WATER AGENCY	DWA RAC FEES FOR ID-E	9,850.31	364,339.35		364,339.35
			DWA RAC FEES - MAIN SYSTEM	354,489.04			
99106432	02-01-24	US BANK CORPORATE TRUST SERVICES	AD13 COUNTY FUND WIRE	279,643.25	279,643.25		279,643.25
1002401	02-29-24	CITY OF DESERT HOT SPRINGS	ENCROACHMENT PERMIT MSWD-24-2	320.97	209,161.24		209,161.24
			UUT DECEMBER 2023	35,337.30			
			UUT DEC 23-24 COLLECTION	173,502.97			
99106116	02-09-24	WELLS FARGO BANK	AUTO DEP PPE 02.02.2024	156,438.95	156,438.95		156,438.95
1002368	02-22-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	2,854.41	140,636.36		140,636.36
			ELECTRIC BILL	32,731.34			
			ELECTRIC BILL	104,339.64			
			ELECTRIC BILL	2,042.18			
			01.08.2024 CREDIT	-1,331.21			
99106289	02-23-24	WELLS FARGO BANK	AUTO DEP PPE 02.16.24	136,582.16	136,582.16		136,582.16
1002269	02-08-24	CUMMINS SOUTHERN PLAINS LLC	PORTABLE GENERATOR	870.18	0.00	134,412.94	134,412.94
			ONE PORTABLE GENERATOR	133,542.76			
1002259	02-08-24	ACWA-JPIA HEALTH BENEFITS AUTH.	MARCH 2024 PREPAID INSURANCE	108,141.21	108,141.21		108,141.21
99106115	02-09-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX PPE 02.02.2024	69,692.73	69,692.73		69,692.73
99106290	02-16-24	EFTPS-IRS PAYROLL TAX REMITTANCE	FED TAX DEP PPE 02.16.24	56,468.17	56,468.17		56,468.17
99106412	02-29-24	WELLS FARGO - WELLSONE	JANUARY 2024 CC PAYMENT	54,444.71	54,444.71		54,444.71
1002348	02-15-24	WOODARD & CURRAN INC	STRATEGIC PLANNING SERVICES - PP #1	14,795.40	49,226.18		49,226.18
			STRATEGIC PLANNING SERVICES - PP #2	11,827.50			
			STRATEGIC PLANNING SERVICES PP #3	22,603.28			
99105991	02-01-24	WELLS FARGO BANK	JAN 2024 LOC INTEREST EXP	48,212.50	48,212.50		48,212.50
99105993	02-01-24	J.F. SHEA CONSTRUCTION, INC.	RETENTION WIRE PP # 21	47,771.97	0.00	47,771.97	47,771.97
1002168	02-06-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP. QTR 4	-40,957.92	-40,957.92		-40,957.92
1002260	02-08-24	ACWA/JOINT POWERS INSUR AUTH	ACWA WORKERS COMP. QTR 4	40,957.92	40,957.92		40,957.92
99106005	02-02-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 01.19.24	37,172.49	37,172.49		37,172.49
99106210	02-15-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 02.02.2024	37,158.28	37,158.28		37,158.28
1002268	02-08-24	CORE & MAIN LP	CHECK VALVE - HORTON PLANT	1,562.38	36,951.15		36,951.15
			CHECK VALVE - HORTON PLANT	1,562.38			
			COMPANION FLG CI 8HOLE	601.25			
			INVENTORY	2,122.68			
			INVENTORY	486.60			
			FLEX COUPLINGS	808.13			
			COPPER TUBING	4,843.37			
			BRASS MTR BUSHINGS	1,858.69			
			FIRE PLUG VALVES	3,831.72			
			COPPER TUBING	4,843.37			
			COPPER TUBING	4,843.37			
			INVENTORY HARDWARE	6,809.20			
			FULL CIRCLE REPAIR CLAMP	2,778.01			
1002403	02-29-24	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE	30,550.85	30,550.85		30,550.85
1002261	02-08-24	AECOM TECHNICAL SERVICES INC.	MSWD CONSTRUCTION SERVICES OCT-DEC 2023	26,655.35	0.00	26,655.35	26,655.35
99106294	02-23-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 02.16.2024	23,523.49	23,523.49		23,523.49
99106117	02-09-24	LINCOLN NATIONAL LIFE INS CO	DEF COMP PPE 02.02.2024	23,274.25	23,274.25		23,274.25
1002397	02-29-24	AECOM TECHNICAL SERVICES INC.	MSWD CONSTRUCTION SERVICES DEC 2023	10,094.25	0.00	23,126.25	23,126.25
			AREA M-2 PROGRESS PAYMENT #9	13,032.00			
1002402	02-29-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	1,896.85	22,492.38		22,492.38
			SLUDGE HAULING	2,698.09			

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			SLUDGE HAULING	2,615.55			
			SLUDGE HAULING	3,878.07			
			SLUDGE HAULING	2,000.00			
			SLUDGE HAULING	2,057.45			
			SLUDGE HAULING	4,346.37			
			SLUDGE HAULING	3,000.00			
1002298	02-08-24	TKE ENGINEERING, INC	CONSULTANT DESIGN SVCS DEC 2023	20,742.50	0.00	20,742.50	20,742.50
99106167	02-08-24	DOWNING CONSTRUCTION, INC.	RETENTION WIRE FOR PP#10	19,637.00	0.00	19,637.00	19,637.00
1002330	02-15-24	MANPOWER US INC.	STAFFING SERVICES	3,157.38	18,287.23		18,287.23
			STAFFING SERVICES	2,431.04			
			STAFFING SERVICES	2,482.40			
			STAFFING SERVICES	3,110.25			
			STAFFING SERVICES	2,482.40			
			STAFFING SERVICES	3,016.00			
			STAFFING SERVICES	1,607.76			
1002366	02-22-24	ROGERS,ANDERSON,MALODY & SCOTT, LLP.	PROGRESS BILLING FINANCIAL STATEMENT AUDIT	9,000.00	16,200.00		16,200.00
			FY23 DEC. BILLING - FINANCIAL STATEMENT AUDIT	2,000.00			
			PROGRESS BILLING - FINANCIAL STATEMENT AUDIT	5,200.00			
1002409	02-29-24	KYLE GROUNDWATER, INC.	WELL 34 - PP #1	15,803.70	0.00	15,803.70	15,803.70
1002407	02-29-24	INTELESYS	IT SERVICES FEB 2024	7,875.00	15,750.00		15,750.00
			IT SERVICES MARCH 2024	7,875.00			
99106114	02-09-24	STATE OF CA EDD	STATE TAX PPE 02.02.2024	14,079.83	14,079.83		14,079.83
99106063	02-01-24	USDA RURAL DEVELOPMENT	USDA LOAN INTEREST & PRINCIPAL	13,770.50	13,770.50		13,770.50
1002301	02-08-24	UNITED WAY OF THE DESERT	FUNDS REPLENISHMENT/CLASS ACTION TERMS	13,620.18	13,620.18		13,620.18
1002267	02-08-24	BECK OIL, INC.	DIESEL FUEL	7,262.76	13,327.74		13,327.74
			UNLEADED GASOLINE	6,064.98			
1002300	02-08-24	UMETECH, INC.	IT SERVICES JAN 2024	13,278.75	13,278.75		13,278.75
1002374	02-22-24	XYLEM DEWATERING SOLUTIONS INC	STANDBY PUMPING @ LIFT STATION	3,577.43	11,919.94		11,919.94
			STANDBY PUMPING @ LIFT STATION	8,035.42			
			PICKUP CHARGE FOR PUMP RENTAL	307.09			
99106291	02-23-24	STATE OF CA EDD	STATE TAX PPE 02.16.2024	11,285.96	11,285.96		11,285.96
1002398	02-29-24	B-81 PAVING INC	SIDEWALK REPAIRS	11,020.00	11,020.00		11,020.00
1002323	02-15-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	5,183.00	10,361.16		10,361.16
			SLUDGE HAULING	5,178.16			
1002369	02-22-24	SWAIN ELECTRIC MOTOR SERVICE	COMPLETE MOTOR & PUMP OVERHAUL	10,178.89	10,178.89		10,178.89
1002339	02-15-24	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES OVER RETAINER	2,400.70	9,017.70		9,017.70
			LEGAL SERVICES OVER RETAINER	6,500.00			
			LEGAL SERVICES SGMA	117.00			
99106166	02-05-24	PAYNEARME MT, INC.	JAN 2024 PAYNEARME FEES	8,176.99	8,176.99		8,176.99
1002328	02-15-24	INFOSEND INC	MONTHLY BILLING SERVICES	4,890.84	7,747.42		7,747.42
			MONTHLY BILLING SERVICE	1,575.31			
			NEWSLETTER INSERT	1,281.27			
1002332	02-15-24	MCDONALD ELECTRIC, INC	NORTHBRIDGE BOOSTERS 1 & 2 REPAIRS	7,188.30	7,188.30		7,188.30
1002303	02-08-24	USA BLUEBOOK	PVDF QUILLS - WATER PRODUCTION	1,153.70	6,472.84		6,472.84
			FITTINGS - WATER PRODUCTION	585.30			
			FITTINGS - WATER PRODUCTION	1,073.38			
			UNION TEES - WATER PRODUCTION	122.72			
			STEEL TUBINGS - WATER PRODUCTION	86.16			
			STEEL CONNECTORS - WATER PRODUCTION	66.69			

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				AMOUNT	OPERATING	CAPITAL	TOTAL
			WATER PRODUCTION PUMP	3,384.89			
99106433	02-21-24	US BANK CORPORATE TRUST SERVICES	AD13 COUNTY FUND 02.21.24	6,415.62	6,415.62		6,415.62
1002295	02-08-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,956.61	5,956.61		5,956.61
1002275	02-08-24	ECOLOGY AUTO PARTS	SLUDGE HAULING	1,898.58	5,925.68		5,925.68
			SLUDGE HAULING	4,027.10			
1002371	02-22-24	URBAN HABITAT	LANDSCAPE SERVICES	5,900.00	5,900.00		5,900.00
1002292	02-08-24	ROBERT G MODRICH	JAN 2024 UNIDATA MAINTENANCE	5,868.00	5,868.00		5,868.00
1002284	02-08-24	PALM SPRINGS AIR MUSEUM INC.	EDUCATIONAL GALA FUNDRAISER	5,750.00	5,750.00		5,750.00
1002411	02-29-24	URBAN HABITAT	LANDSCAPE SERVICES	5,550.00	5,550.00		5,550.00
99106314	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE01.05.24	4,957.21	4,957.21		4,957.21
1002283	02-08-24	ON POWER INDUSTRIES, LLC	REPAIRS TO LIFT ST. GENERATOR	4,910.00	4,910.00		4,910.00
1002361	02-22-24	INFOSEND INC	MONTHLY BILLING SERVICES	4,490.36	4,490.36		4,490.36
1002345	02-15-24	WEST COAST SAND AND GRAVEL INC.	RESTOCK 25.80 TONS BASE MATERIAL	540.90	4,343.14		4,343.14
			RESTOCK 25.55 TONS BASE MATERIAL	535.66			
			RESTOCK COLD MIX - CORP. YARD	3,266.58			
1002357	02-22-24	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT	4,243.55	4,243.55		4,243.55
1002370	02-22-24	THE LINCOLN NATL. LIFE INS. CO.	MARCH 2024 PREPAID INSURANCE	4,201.91	4,201.91		4,201.91
1002360	02-22-24	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	4,051.64	4,051.64		4,051.64
1002314	02-15-24	CARPI & CLAY. INC	FEDERAL ADVOCACY	4,000.00	4,000.00		4,000.00
99106367	02-22-24	PAYMENTUS CORPORATION	JAN 2024 CREDIT CARD FEES	3,932.65	3,932.65		3,932.65
1002311	02-15-24	BDP INDUSTRIES, INC.	REPLACEMENT BELT	3,675.86	3,675.86		3,675.86
1002412	02-29-24	WATERLINE TECHNOLOGIES INC.	5 DRUMS REFILLED	1,222.96	3,668.88		3,668.88
			5 DRUMS REFILLED	1,222.96			
			5 DRUMS REFILLED	1,222.96			
1002324	02-15-24	EXECUTIVE FACILITIES SERVICES, INC.	DISINFECTION SERVICES	1,830.00	3,660.00		3,660.00
			JANITORIAL SERVICES	1,830.00			
1002334	02-15-24	ON POWER INDUSTRIES, LLC	WELL 32 SWITCHGEAR MAINTENANCE	3,450.00	3,450.00		3,450.00
1002336	02-15-24	PHENOVA, INC.	IN-HOUSE PE SAMPLES	3,327.00	3,327.00		3,327.00
1002288	02-08-24	POWERPLAN OIB	REPAIR PARTS - VACTOR TRAILER	2,141.48	3,240.30		3,240.30
			SERVICE REPAIRS UNIT #385	1,098.82			
99105988	02-01-24	AFLAC	JANUARY 2024 AFLAC DEDUCTIONS	2,774.46	2,774.46		2,774.46
99106315	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE 01.19.24	2,747.30	2,747.30		2,747.30
1002327	02-15-24	HACH COMPANY	LAB KIT - HORTON PLANT	2,329.56	2,329.56		2,329.56
1002304	02-08-24	WATERLINE TECHNOLOGIES INC.	DRUM REFILL #5668998	978.37	1,956.74		1,956.74
			4 DRUMS REFILLED	978.37			
1002373	02-22-24	WESTECH ENGINEERING LLC	REPLACEMENT SKIMMER BLADE CLAR. #5	1,879.16	1,879.16		1,879.16
1002274	02-08-24	DURABLE COATING INC	LINE X COATING TRK# 439	1,862.00	1,862.00		1,862.00
1002293	02-08-24	SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP	92DM-378557 - PMT #6 - MSWD V. SCE	1,831.50	0.00	1,831.50	1,831.50
1002333	02-15-24	NANCY SCHELLING	TURF REBATE	1,670.00	1,670.00		1,670.00
1002291	02-08-24	RAY LOPEZ ASSOCIATES	PLAN CHECK SERVICES	1,662.50	1,662.50		1,662.50
1002315	02-15-24	CASAMAR GROUP, LLC	S.E.P. DECEMBER 2023	85.71	1,656.61		1,656.61
			LABOR COMPLIANCE - ONPOWER 01/2024	716.27			
			LABOR COMPLIANCE - LEGEND PUMP 01/2024	92.24			
			LABOR COMPLIANCE - LO LYNCH 01/2024	92.24			
			LABOR COMPLIANCE - MCDONALD ELEC. 01/2024	138.35			
			LABOR COMPLIANCE - URBAN HABITAT 01/2024	531.80			
1002320	02-15-24	DESERT RECYCLING INC.	REMOVAL OF OLD CONCRETE & ASPHALT	1,560.00	1,560.00		1,560.00
1002289	02-08-24	PROFORMA	PAYROLL CHECKS	366.87	1,474.48		1,474.48
			DOOR HANGERS	1,107.61			

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1002354	02-22-24	DESERT VALLEY DISPOSAL, INC.	JANUARY SERVICE	544.89	1,338.79		1,338.79
			JANUARY SERVICE - CORP YARD	793.90			
1002299	02-08-24	TOPS N BARRICADES, INC	SURVEY FLAGS	108.75	1,282.52		1,282.52
			SAFETY JACKETS	113.46			
			LIGHTBARS - FLEET MAINTENANCE	1,060.31			
1002279	02-08-24	GRAINGER	BAND SAW - FLEET MAIN.	1,103.20	1,103.20		1,103.20
PR020924	02-09-24	EMPLOYEES		1,066.23	1,066.23		1,066.23
1002266	02-08-24	BABCOCK LABORATORIES, INC.	TDS - HORTON WWTP	52.02	1,039.13		1,039.13
			TOTAL N PACKAGE - HWWTP/DCWWTP	210.56			
			TOTAL N PACKAGE - HORTON INF.	151.10			
			TOTAL N PACKAGE - HORTON CLARIFIERS	625.45			
1002399	02-29-24	BABCOCK LABORATORIES, INC.	RWRF WATER TESTING	262.60	1,031.77		1,031.77
			HORTON WWTP TESTING	375.27			
			HORTON WWTP WATER TESTING	393.90			
1002410	02-29-24	SOUTHERN CALIFORNIA EDISON COMPANY	ELECTRIC BILL	5,266.49	1,030.11		1,030.11
			CREDIT CORRECTION	-4,236.38			
1002308	02-15-24	AMERICAN OUTREACH FOUNDATION	DHS COMMUNITY OUTREACH	1,000.00	1,000.00		1,000.00
1002276	02-08-24	FASTENAL COMPANY	RESTOCK WIRING & FUSES - FLEET MAINT.	316.43	911.02		911.02
			RESTOCK NUTS & BOLTS - FLEET MAINT.	594.59			
1002282	02-08-24	O'REILLY AUTOMOTIVE INC.	BRAKE PAD REPLACEMENT	247.38	854.46		854.46
			BRAKE CLEANER RESTOCK - FLEET MAINT.	24.97			
			RESTOCK 5 GAL DRUM - FLEET MAINT.	407.30			
			REPAIR MATERIAL - FLEET MAINT.	106.32			
			FLEET MAINT. INVENTORY	68.49			
1002353	02-22-24	CASAMAR GROUP, LLC	S.E.P. JAN. 2024	784.00	784.00		784.00
99106316	02-02-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING PPE 02.02.24	756.69	756.69		756.69
1002352	02-22-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	331.89	739.14		739.14
			UNIFORM SERVICES	360.95			
			UNIFORM SERVICES	46.30			
1002378	02-22-24	HOUSTON & HARRIS PCS INC	ACCOUNT REFUND 65810 HACIENDA AVE	713.48	713.48		713.48
1002359	02-22-24	HDL COREN & CONE	2022-2023 ACFR STATISTICAL PACKAGE	695.00	695.00		695.00
1002382	02-22-24	RANDY MOORE	ACCOUNT REFUND 66212 7TH ST	657.80	657.80		657.80
1002365	02-22-24	QUADIANT FINANCE USA, INC.	LEASE PAYMENT	650.58	650.58		650.58
1002316	02-15-24	CASEY DOLAN	MONTHLY DIGITAL MANAGEMENT & CONSULTING	650.00	650.00		650.00
99106401	02-01-24	STATE OF CA EDD	QUARTER 4 DE9 PAYMENT	643.70	643.70		643.70
1002312	02-15-24	BEST SIGNS, INC	VINYL DECALS - DISTRICT VEHICLE	589.95	589.95		589.95
1002372	02-22-24	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	587.45	587.45		587.45
1002307	02-15-24	AIR & HOSE SOURCE INC.	HARDWARE - HORTON PLANT	185.96	563.32		563.32
			REPLACEMENT HOSE - VACTOR TRAILER	377.36			
1002290	02-08-24	QUADIANT FINANCE USA, INC.	POSTAGE REPLENISHMENT	559.54	559.54		559.54
1002338	02-15-24	SA RECYCLING LLC	DUMP FEES	552.50	552.50		552.50
1002280	02-08-24	KURT LEWIS	CLAIMS PAYMENT	500.00	500.00		500.00
1002322	02-15-24	DESERT HOT SPRINGS WOMENS CLUB	DHS WOMENS CLUB FASHION SHOW SPONSORSHIP	500.00	500.00		500.00
1002355	02-22-24	DESERT HORTICULTURAL SOCIETY	ANNUAL GARDEN TOUR SPONSORSHIP	500.00	500.00		500.00
1002321	02-15-24	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRE & ALIGNMENT - TRK #410	485.49	485.49		485.49
1002381	02-22-24	PALARI VILLAS DHS, LLC	ACCOUNT REFUND 13829 SCENIC CREST CIR	469.75	469.75		469.75
1002356	02-22-24	DESERT URGENT CARE	PHYSICALS	425.00	425.00		425.00
1002362	02-22-24	IVAN SEWELL	MILEAGE REIMBURSEMENT	399.32	399.32		399.32
1002264	02-08-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 01.24.24	399.21	399.21		399.21

CHECK NUMBER	CHECK DATE	CHECK PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
1002340	02-15-24	SMITH PIPE & SUPPLY, INC	PVC PIPE FOR VAC TRAILERS	394.99	394.99		394.99
99106014	02-02-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS ADJUSTMENTS - EE 212/EE 216	378.95	378.95		378.95
1002413	02-29-24	XEROX CORPORATION	XEROX LEASE	375.63	375.63		375.63
1002342	02-15-24	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	372.25	372.25		372.25
1002313	02-15-24	BRINKS INCORPORATED	MONTHLY SERVICE CHARGE	62.07	369.67		369.67
			MONTHLY SERVICE CHARGE	307.60			
1002343	02-15-24	USA BLUEBOOK	HARDWARE - HORTON PLANT	54.04	366.30		366.30
			DEIONIZED WATER, CHART PENS, VACUUM GAUGE	312.26			
1002296	02-08-24	STATE WATER RES CONTROL BRD	WELL EXTRACTION - FY 22/23	350.00	350.00		350.00
1002306	02-15-24	ADT COMMERCIAL LLC	SECURITY ALARM	347.24	347.24		347.24
1002349	02-15-24	XEROX CORPORATION	XEROX LEASE - ADMIN	343.73	343.73		343.73
1002351	02-22-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	336.43	336.43		336.43
1002347	02-15-24	WHITE CAP CONSTRUCTION SUPPLY	BLUE MARKING PAINT & SAFETY VESTS	330.15	330.15		330.15
1002363	02-22-24	ANTONIO L BUGARIN	ACCOUNT REFUND 13128 RUSHMORE AVE	330.13	330.13		330.13
75612	02-21-24	ANTONIO L BUGARIN	ACCOUNT REFUND 13128 RUSHMORE AVE	-330.13	-330.13		-330.13
1002281	02-08-24	MATHESON TRI-GAS, INC	RESTOCK DURACELL BATTERIES	328.51	328.51		328.51
1002270	02-08-24	CWEA	CWEA MEMBERSHIP RENEWAL - CHRIS J.	324.00	324.00		324.00
1002273	02-08-24	DESERT PROMOTIONS	POLOS/JACKETS	321.90	321.90		321.90
PR022324	02-23-24	EMPLOYEES		319.41	319.41		319.41
1002319	02-15-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS - WELL 26	286.70	313.04		313.04
			CONDUIT PIPE	26.34			
1002263	02-08-24	ANSAFONE CONTACT CENTERS	ANSWERING SERVICE	309.48	309.48		309.48
1002285	02-08-24	PALM SPRINGS PEST CONTROL, INC.	PEST CONTROL SERVICE - ADMIN	90.00	300.00		300.00
			PEST CONTROL SERVICE - CORP. YARD	45.00			
			PEST CONTROL SERVICE BAIT BOX - CORP YARD	60.00			
			PEST CONTROL SERVICE - ANNEX BUILDING	65.00			
			PEST CONTROL SERVICE BAIT BOX - ADMIN	40.00			
1002309	02-15-24	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES	299.43	299.43		299.43
99105989	02-01-24	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	L.DOSSANTOS FINAL PERS	286.63	286.63		286.63
1002287	02-08-24	PAYNEARME MT, INC.	CHARGEBACKS/ACH RETURNS	265.00	265.00		265.00
1002337	02-15-24	RUSS MARTIN	MILEAGE REIMBURSEMENT - JANUARY 2024	251.92	251.92		251.92
99106317	02-26-24	STATE OF CA EDD	STATE UNEMPL. & TRAINING TAX PPE 02.16.24	232.15	232.15		232.15
1002404	02-29-24	FARMER BROS. CO	COFFEE ORDER	231.48	231.48		231.48
1002325	02-15-24	FORSHOCK	SCADA MONITORING	220.00	220.00		220.00
1002318	02-15-24	D & H WATER SYSTEMS, INC.	POLYMER HOSE REPLACEMENTS	213.18	213.18		213.18
1002331	02-15-24	MATHESON TRI-GAS, INC	CLEAR SAFETY GOGGLES	193.95	193.95		193.95
1002329	02-15-24	KILLER BEE PEST CONTROL	BEE REMOVAL - VARIOUS LOCATIONS	190.00	190.00		190.00
1002294	02-08-24	SO CAL GAS	GAS BILL - 01/2024	179.85	179.85		179.85
99106113	02-09-24	RIVERSIDE COUNTY DCSS - MAIN OFFICE	MONTHLY IWO - PPE 02.02.2024	176.25	176.25		176.25
1002376	02-22-24	ARB, INC	ACCOUNT REFUND RUSHMORE	169.59	169.59		169.59
1002265	02-08-24	ASTRA INDUSTRIAL SERVICES INC	BACKFLOW TEST EQUIPMENT CALIBRATION FEE	165.00	165.00		165.00
1002377	02-22-24	ARLENA FRANCO	ACCOUNT REFUND 66119 CAHUILLA AVE "H"	164.00	164.00		164.00
1002317	02-15-24	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SERVICES	160.00	160.00		160.00
1002278	02-08-24	FRANCHISE TAX BOARD	GARNISHMENT EE#72 PMT 11	150.00	150.00		150.00
1002326	02-15-24	FRANCHISE TAX BOARD	GARNISHMENT EE #72 PMT 11	150.00	150.00		150.00
1002406	02-29-24	FRANCHISE TAX BOARD	GARNISHMENT EE#72 PMT 12	150.00	150.00		150.00
1002364	02-22-24	PHENOVA, INC.	IN-HOUSE PE SAMPLES	147.85	147.85		147.85
1002310	02-15-24	AUTO ZONE STORES LLC	SHOCK ABSORBER REPLACEMENTS - TRK #418	144.51	144.51		144.51
1002286	02-08-24	PARKERS BUILDING SUPPLY	CABLE CLAMPS	7.09	124.00		124.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	INVOICE AMOUNT	OPERATING	CAPITAL	TOTAL
			SAFETY LIGHTS - FLEET MAINT.	57.69			
			REPAIR MATERIAL - ANNEX BLDG ROOF	59.22			
1002271	02-08-24	DESERT ELECTRIC SUPPLY	REPAIR PARTS - WELL 25	111.33	111.33		111.33
1002358	02-22-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	103.30		103.30
			WELLS FARGO OVERNIGHT FEE	51.71			
99106293	02-09-24	STATE OF CA EDD	LATE PYMT FEE Q4 EDD	96.69	96.69		96.69
1002408	02-29-24	KILLER BEE PEST CONTROL	BEE REMOVAL	95.00	95.00		95.00
1002305	02-15-24	ABSOLUTE STANDARDS INC	LAB TESTING	90.00	90.00		90.00
1002350	02-22-24	ABSOLUTE STANDARDS INC	LAB TESTING	90.00	90.00		90.00
1002385	02-22-24	USHA SODHI	ACCOUNT REFUND 12805 COTTONWOOD RD	82.00	82.00		82.00
1002386	02-22-24	USHA SODHI	ACCOUNT REFUND 12793 COTTONWOOD RD	82.00	82.00		82.00
1002297	02-08-24	THEODORE MAYRHOFEN	MILEAGE REIMBURSEMENT	79.73	79.73		79.73
1002393	02-23-24	MICHAEL KRAFT	ACCOUNT REFUND 11633 SKY POINTE DR	69.76	69.76		69.76
1002302	02-08-24	USA-FACT INC	BACKGROUND CHECK	64.83	64.83		64.83
1002388	02-23-24	ASHLEY MURGUIA ALCARAZ	ACCOUNT REFUND 66777 MISSION LAKES BLVD	64.65	64.65		64.65
1002344	02-15-24	VAGABOND WELDING SUPPLY	MATERIAL FOR HYDRANT LOCKS	61.99	61.99		61.99
1002375	02-22-24	ANGELA YETENEKYAN	ACCOUNT REFUND 9035 SILVER STAR AVE	61.93	61.93		61.93
1002395	02-23-24	ROBERT L JANOPOULOS	ACCOUNT REFUND 65625 AVE CADENA	58.65	58.65		58.65
1002367	02-22-24	SA RECYCLING LLC	GREENWASTE HORTON PLANT	54.60	54.60		54.60
1002405	02-29-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.82	51.82		51.82
1002277	02-08-24	FEDEX	WELLS FARGO OVERNIGHT FEE	51.59	51.59		51.59
1002390	02-23-24	HEATHER REDMAN	ACCOUNT REFUND 9400 EKWANOK DR	50.43	50.43		50.43
1002392	02-23-24	MARIA E GUTIERREZ	ACCOUNT REFUND 66985 FLORA AVE	46.87	46.87		46.87
1002400	02-29-24	CASAMAR GROUP, LLC	LABOR COMPLIANCE - WELL 34 - 01/2024	46.12	0.00	46.12	46.12
1002383	02-22-24	RENE HERNANDEZ NIETO	ACCOUNT REFUND 66977 PIERSON BLVD	42.83	42.83		42.83
1002262	02-08-24	AMBER DUFF	MILEAGE REIMBURSEMENT	41.54	41.54		41.54
1002394	02-23-24	RICHARD WILKINS	ACCOUNT REFUND 9691 APAWAMIS RD	40.01	40.01		40.01
1002346	02-15-24	WESTAIR GASES & EQUIPMENT, INC.	CO2 TANK RENTAL	26.75	26.75		26.75
1002335	02-15-24	PARKERS BUILDING SUPPLY	MISC. ITEMS FOR PRODUCTION	17.23	17.23		17.23
1002384	02-22-24	ROBERT W BARRETT	ACCOUNT REFUND 69525 DILLON RD #150	14.96	14.96		14.96
1002341	02-15-24	THE UPS STORE #5062	SHIPPING FEE	14.43	14.43		14.43
1002396	02-23-24	SEAN RAZMY	ACCOUNT REFUND 13591 OVERLOOK DR	13.63	13.63		13.63
1002389	02-23-24	CHRIS MCNUTT	ACCOUNT REFUND 9260 AVE JALISCO	10.25	10.25		10.25
1002391	02-23-24	JOEL RICO	ACCOUNT REFUND 66300 6TH ST	7.08	7.08		7.08
1002380	02-22-24	NORMA GUTHRIE	ACCOUNT REFUND 12850 MAUI WAY	5.24	5.24		5.24
1002379	02-22-24	KELLY CROSS	ACCOUNT REFUND 15300 PALM DR #7	3.04	3.04		3.04
1002387	02-23-24	ANNETTA GARLAND	ACCOUNT REFUND 13915 WEST DR	2.99	2.99		2.99
			CURRENT CHECK TOTAL	2,544,544.4	2,254,517.1	290,027.3	2,544,544.4
TOTAL				2,544,544.45	2,254,517.12	290,027.33	2,544,544.45
188 records listed							

AGENDA REPORT

REGULAR BOARD MEETING FEBRUARY 15 & 20, 2024

DIRECTOR REPORTS

DIRECTOR REPORTS

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

Date	Event	Attendees
2/1/2024	DVBA LEGISLATIVE MEETING	MARTIN
2/1/2024	BIA MEMBER RECEPTION	MAYRHOFEN
2/2/2024	CVAG ~ CVCC ORIENTATION	DUFF
2/4 - 2/7/2024	CSDA LEADERSHIP ACADEMY	MARTIN, SEWELL
2/6/2024	DWA BOARD MEETING	GRIFFITH
2/8/2024	DVBA GENERAL MEMBERSHIP LUNCHEON	MARTIN
2/8/2024	CVAG ~ CVCC & ENERGY & SUSTAINABILITY MEETINGS	DUFF
2/8/2024	BIA NETWORKING NIGHT	MAYRHOFEN
2/12/2024	DVBA BOARD MEETING	MARTIN
2/21 – 2/23/2024	URBAN WATER INSTITUTE CONFERENCE	MARTIN, MAYRHOFEN
2/21/2024	GCVCC EVENING MIXER	SEWELL
2/26 – 2/29/2024	ACWA D.C. CONFERENCE	GRIFFITH, DUFF

(OTHER) MEETINGS ATTENDED (*no daily stipend was claimed)

Date	Event	Attendees
2/1/2024	BIA NETWORKING EVENT	MARTIN
2/8/2024	ACWA GROUNDWATER COMMITTEE MEETING	DUFF
2/10/2024	PS AIR MUSEUM FUNDRAISING GALA	MARTIN
2/13/2024	CVWD BOARD MEETING	DUFF
2/20/2024	ACWA GROUNDWATER COMMITTEE MEETING	DUFF
2/27/2024	CVWD BOARD MEETING	DUFF

MARCH 2024

GENERAL MANAGER'S REPORT



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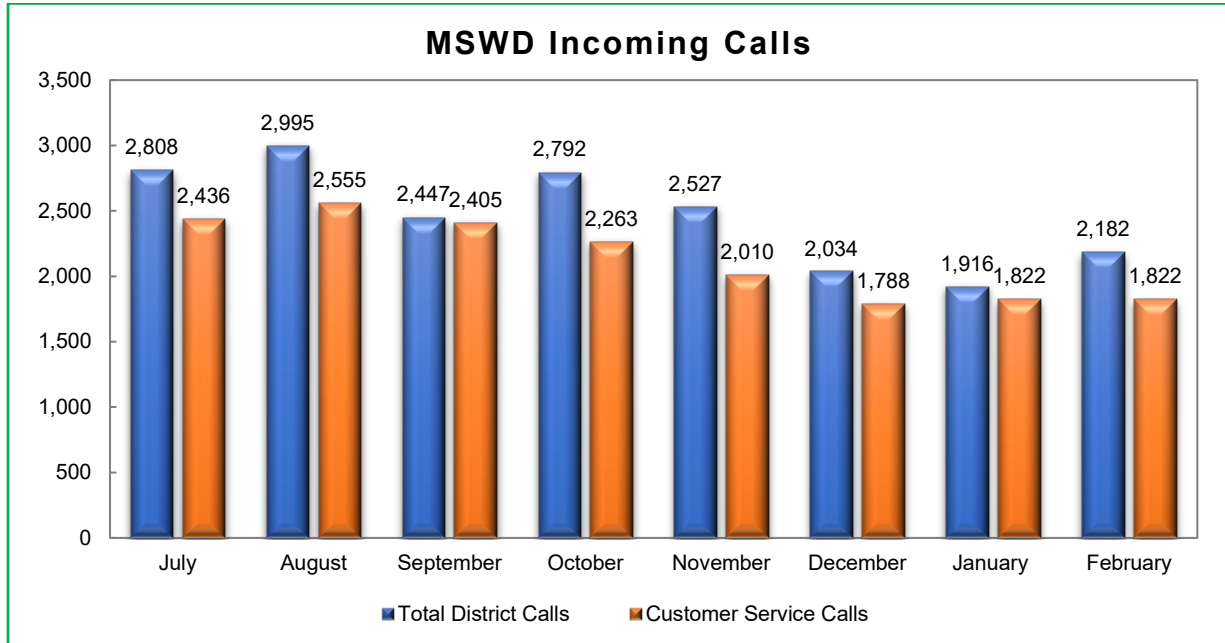
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ADMINISTRATION

Customer Service

Calls into the Customer Service Department

After the District had seen a steady increase in the number of calls earlier in the year, there has been a very slight decline in the number of calls over the last four months. The chart below represents total MSWD incoming calls and those received by the Customer Service staff.

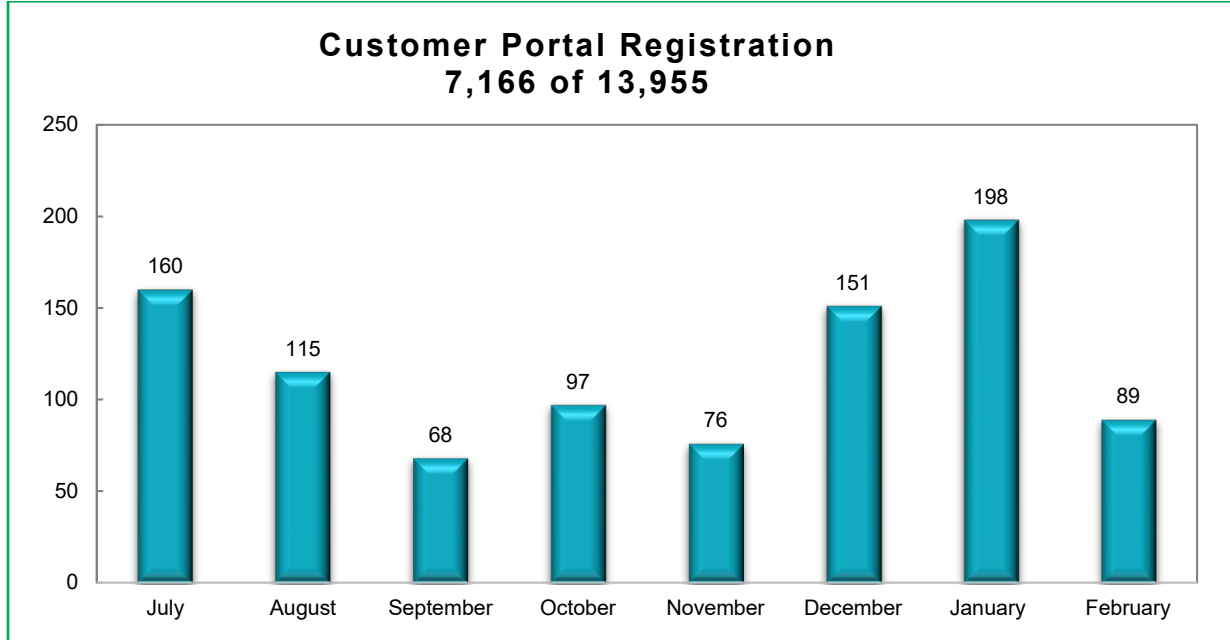


Most calls are related to payment plans, bill assistance information, demand/lien release requests, new property start/stop service, and account balance requests. The table below provides a summary of the number of calls by category received by the Customer Service staff.

Customer Request	Total for February 2024	Monthly Average for FY 2024	Total for FY 2024
Water Waste	0	1.13	9
High Bill Calls / Service Line Leaks	2	6.88	55
No Water	7	9.00	72
Disconnections by Request & Non-Pay	131	117.63	941
Reconnections by Request & Non-Pay	84	76.50	612
Service Transfers	96	97.00	776
High/Low Pressure	6	7.50	60
Water Quality	3	2.75	22
Other / Miscellaneous	87	95.88	767

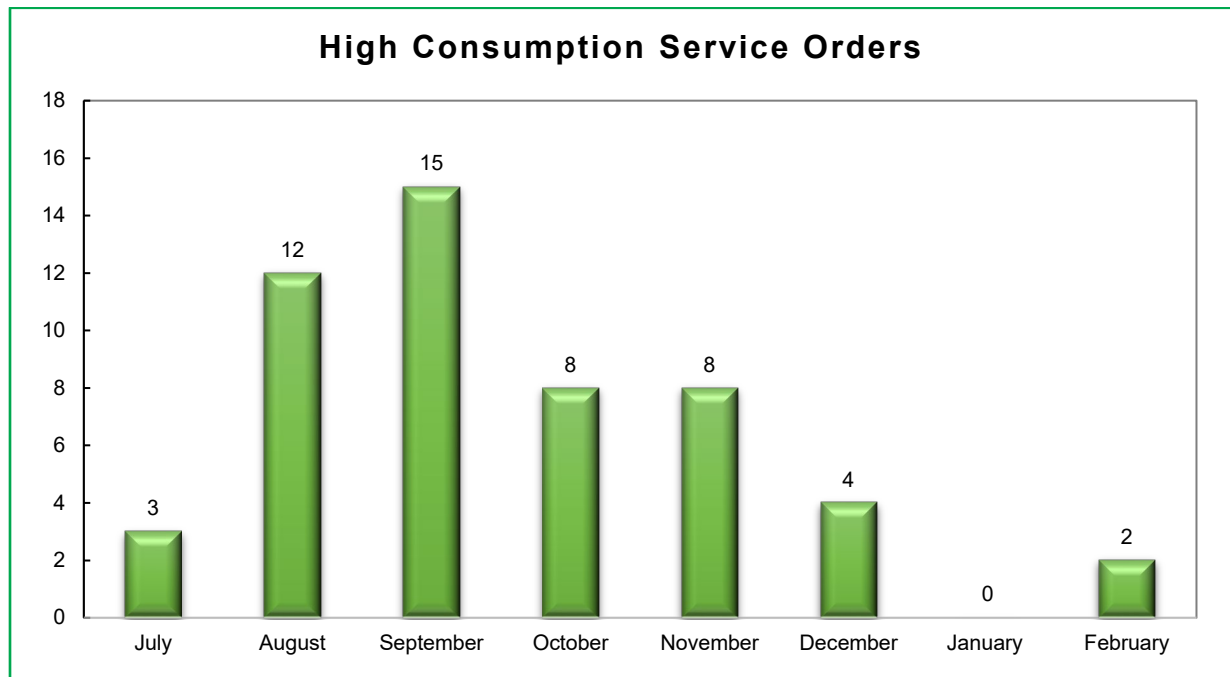
Customer Portal

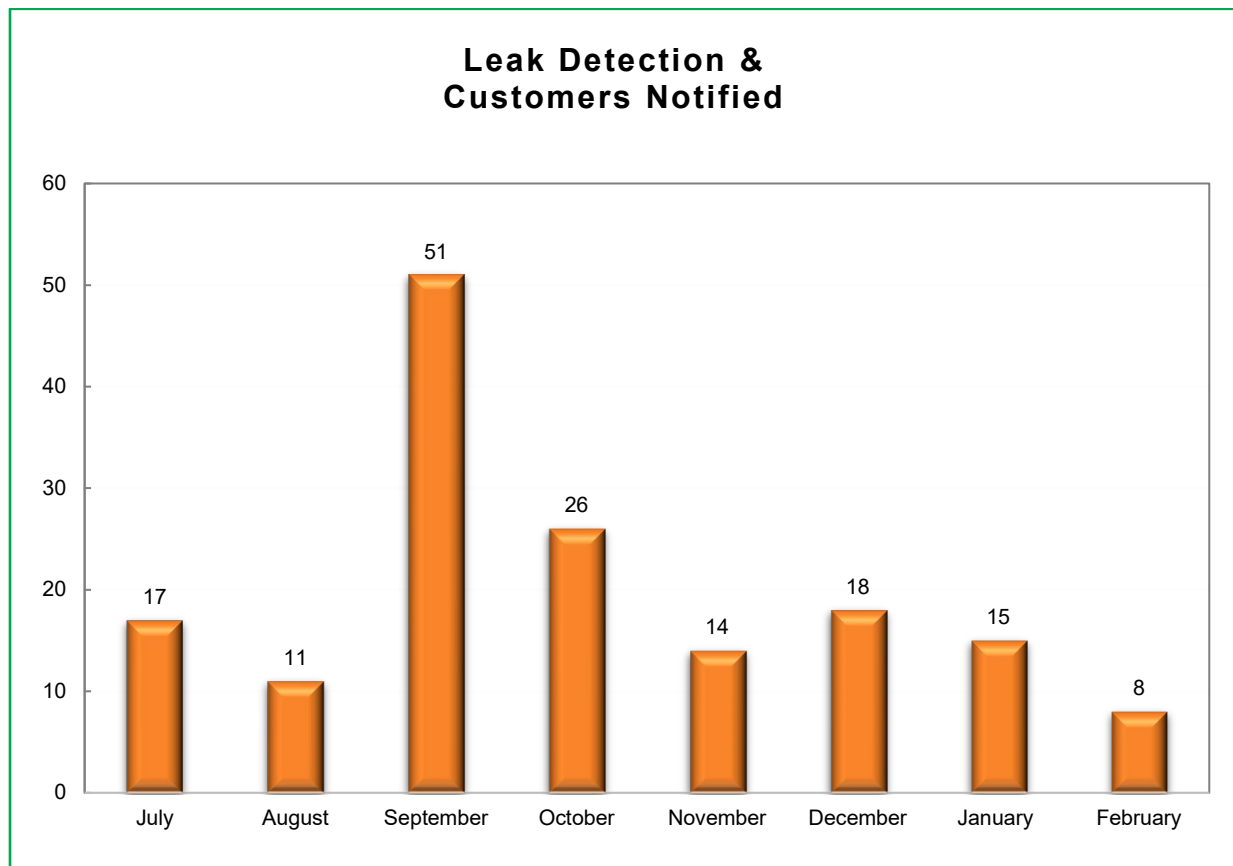
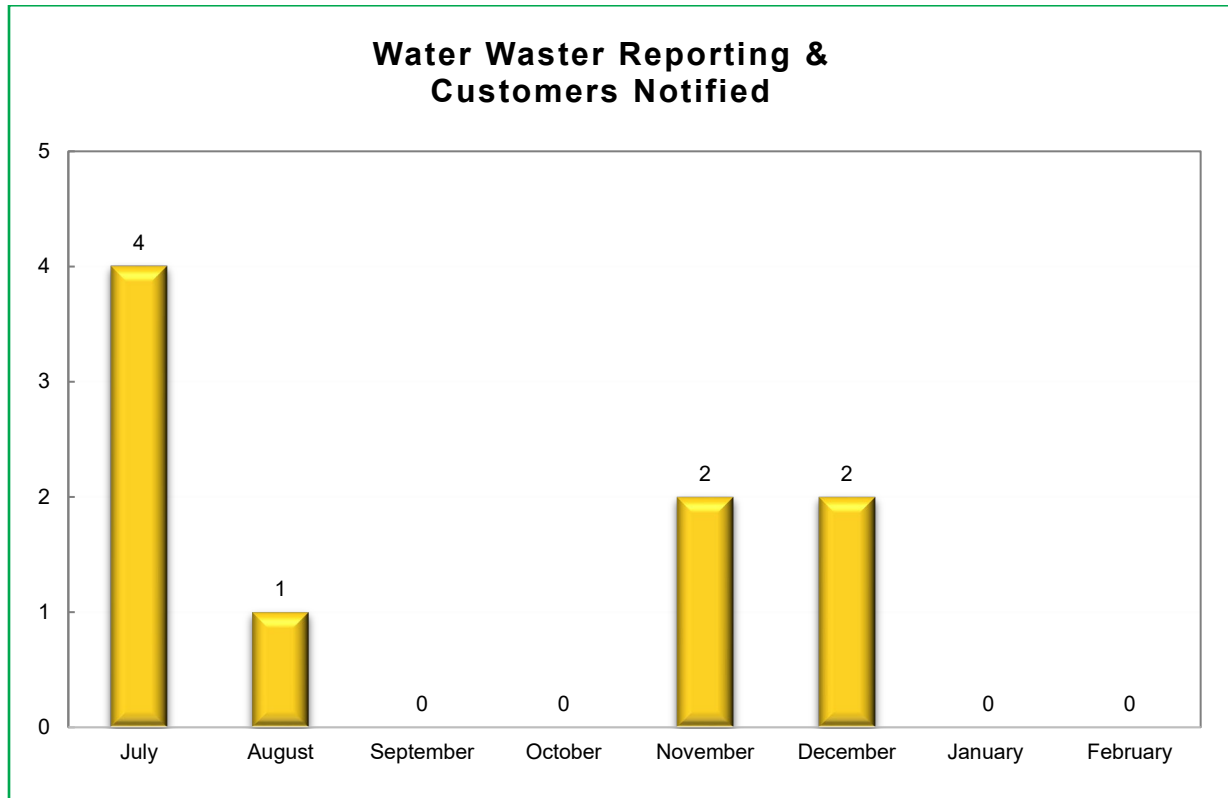
The District has implemented an AMI infrastructure and Neptune 360 portal. All customers are encouraged to sign up for the Customer Portal to access bills and leak alerts. Since launching the portal, customer adoption has reached 51%, or 7,166 customers registered so far.



Monitoring of Customer Accounts

The District continues to leverage the new AMI infrastructure and Neptune 360 portal to investigate high consumption, identify water wasters, and detect leaks. The following charts represent the monitoring results for 13,955 customer accounts by the Customer Service staff.





Customer Experience Enhancement Program

The Customer Service Department continues the Customer Experience Enhancement Program. This program provides an Online Booking Calendar for in-person one-on-one account assistance and review, in addition to phone screening and on-the-spot feedback/coaching with a Customer Service representative.



The Customer Service team continues to host “Coffee Talk Wednesdays” providing mini-training and discussions. Weekly training topics include:

- What does Customer Service mean to You?
- Greeting Customers: the importance of and how to
- Diffusing an Interaction: what can we do to find a solution
- Tone of Your Voice: you can hear a smile through the phone
- Importance of customer inquiry follow-up
- Active Listening: verbal and non-verbal
- Customer Experience versus Customer Service
- Going the Extra Mile: inform, assist, and impress
- The Internal and External Customer
- Communication between departments
- Documentation of communications
- Customer Service PLACE Training
- Emotional Intelligence in Customer Service



Delinquency Service Disconnections

Staff continued to reach out to customers with delinquent accounts to provide information for assistance and repayment options to avoid disconnection. The table below summarizes the activities of Customer Service staff regarding delinquent accounts.

Fiscal Year	Auto-Dialer Calls to Customers	Door Hangers to Property	Customer Contact to Make Payment Plan	Service Disconnections
2023 – 2024 (Year to Date)	3,492	449	718	412
2022 – 2023	5,107	759	1,171	656
2021 – 2022 (3/24/2022 – 6/30/2022 COVID Moratorium Ended)	1,937	494	378	286
2020 – 2021 (COVID Moratorium)	0	0	0	0
2019 – 2020 (7/1/2019 – 3/9/2020 COVID Moratorium Started)	7,182	1,760	814	667

Customer Bill Pay Options

MSWD Customer Service continues to provide customers with multiple options for bill payment.

- Payment Portal on MSWD.org/Customer Connect.
- Customers can pay at 7-11 in Desert Hot Springs, Palm Springs, Cathedral City, and Yucca Valley; CVS or Walmart in Palm Springs; and Family Dollar in Yucca Valley. Customers must have their bills present.
- Customers can drop payments (check or money order) in the drop box or pay in the lobby.
- Customers can call in and pay through the IVR system, or with Customer Service Representative assistance.
- Pay Near Me is promoting inclusive payment options including: Cash App Pay (New), PayPal, Google Pay, Apple Pay, and the QR code on the back of the bill. Customers can pay directly from their smartphone.



Customer Bill Assistance Programs

The District continues to facilitate bill assistance programs for the benefit of its customers.

- The United Way Customer Bill Assistance Program continues to be utilized by those customers who need assistance for one billing period annually, paying \$100 per approved customer.
- Riverside County's Low Income Household Water Assistance Program (LIHWAP) Care Program provides customers with a one-time payment towards their water and/or sewer bill of up to \$5,000. The U.S. Department of Health and Human Services has permitted the extension of the LIHWAP program through March 31, 2024. Please note that the last to apply for assistance is March 15, 2024.
- Beginning March 13, 2023, LIHWAP will now be able to assist customers even if their account does not have an arrearage. When a customer is not past due on their bill, they will receive a base payment ranging between \$200 - \$371. The amount the customer receives will depend on their household size and income.



The table below summarizes the results of the customer bill assistance programs administered by the Customer Service staff.

Assistance Program	Customers Assisted in February 2024	Total Assistance in February 2024	Total Assistance in FY 2024
United Way of the Desert	7	\$700.00	\$5,900.00
LIHWAP / CAP Riverside	9	\$3,127.02	\$59,489.60
MSWD Payment Plans Last Month	Previous Month Remaining to be Billed	MSWD Current Customer Payment Plans	Current Balance Remaining to be Collected
147	\$54,157.64	164	\$59,489.60



Billing

During February 2024, Customer Service reviewed a total of 15,551 bills.

February 2024	Bill Count	Bill Amount
Regular Bills	10,964	\$762,927
Delinquent Bills	4,465	\$1,977,764
Closing Bills	122	\$8,013
Total	15,551	\$2,748,704

Refunds

There was a total of 17 customer account refunds totaling \$1,311.18 resulting from closed accounts for the month of February 2024.

February 2024	Refund Count	Refund Amount
Customer Refunds	16	\$802.99
Construction Meter Refunds	1	\$508.19
Total	17	\$1,311.18

Liens

Customer Service identified 20 accounts that were 90 days past due requiring Lien filing. Likewise, 14 Release of Liens were issued after securing payment for outstanding balances on past due accounts.



Finance and Accounting Department

The Finance and 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 MSWD Board of Directors. Below are project highlights and summaries for February 2024.

Audit

Staff received the reviewed draft of the financial statement from the auditors and the Director of Finance is preparing the final transmittal letter for the ACFR.

Payroll

The following procedures have been completed in the month of February 2024:

- Employee 457 District match maximum tracker has been updated and reviewed for any changes to employee pay rates during the month.
- Group Term Life Insurance benefit deduction rates have been updated and reviewed for any changes in employee ages during the month.

The following annual procedures have been completed in the month of February 2024:

- Excess sick leave balance mandatory buy-backs were processed for five employees and voluntary sick leave balance buy-back and/or conversions were processed for seven employees, per Rule 26.E.

The following new features were also implemented into the payroll software module:

- A new percentage-based pay code was built for Certification Pay received for having a Commercial Drivers License (CDL).

Additionally, the payroll team began filing the CalPERS adjustment reports to exclude the CDL Certification Pay from earnings for seven employees receiving this pay.

Budget

Budget transfers for February 2024 totaled \$4,000:

BID	DESCRIPTION OF EXPENDITURE	G/L NUMBER	TRANSFER DATE	TRANSFER AMOUNT	TO BID	TRANSFER TO DESCRIPTION	TRANS TO GL NUMBER
630	TRAINING & SEMINARS -FRONT OFFICE	101-5000-74001-000	02-05-2024	2,000.00	638	CUSTOMER ACCOUNTS MATERIALS	201-5480-53005-000
844	WELL/BOOSTER INSPECTION AND MAINTENANCE PROGRAM	201-5440-56011-000	02-27-2024	2,000.00	837	WATER PRODUCTION MAINTENANCE SUPPLIES	201-5440-53005-000

Current Work Priorities

The Accounting team began the process of updating the Accounts Payable invoice approval using Laserfiche workflow.

The Accounting Department continues to support other departments as needed.

- Engineering
 - Three reimbursable jobs were created to track all the expenses related to New Development projects, for:
 - Palm Place overhead fire sprinkler system
 - Desert Hot Springs Storm Drain Line C-1
 - Skyborne Village III sewer and water infrastructure
- Operations
 - Two new reimbursable jobs were created to track costs from:

- Damage to the Corporate Yard gate by FedEx
- Damage to fire hydrant from traffic accident
- Human Resources
 - Accounting is working with Human Resources to update employee forms and workflow using Laserfiche Forms including the Boot Reimbursement form, Direct Deposit Change form, Timesheet Submittal form, and the Off-Work Request form.

The Director of Finance continues to work with Raftelis on the Long-Range Financial Master Plan, providing additional backup on District cost of services.

Through the California Special Districts Association (CSDA), the Director of Finance signed up for their mentorship program and was paired with the General Manager from Monte Vista Water District. This will give the Director of Finance a different perspective and insight of best practices in the industry.

The Director of Finance joined the Government Finance Officers Association's (GFOA's) Uncertainty and Risk Advisory Group to collaborate with other government agencies throughout the entire U.S. on issues and uncertainties affecting the District.

The Director of Finance signed up for and started the CSDA Certified Special District Manager that awards a certificate after completing an exam that covers various special district management, operations, and governance.

Cash

Total cash receipts for the month of February 2024 amounted to \$1,361,479, primarily from water and sewer customer account payments.

Cash disbursements for the month of February 2024 amounted to \$2,544,544 with the largest payments going to:

- Desert Water Agency - \$364,339
- Net Payroll - \$293,021
- US Bank Corporate Trust Services - \$286,059
- City of Desert Hot Springs - \$209,161
- Southern California Edison - \$147,623
- Cummins Southern Plains LLC - \$134,413
- EFTPS-IRS Payroll Tax Remittance - \$126,161
- ACWA-JPIA Health Benefits Authority - \$108,141
- California Public Employees Retirement System - \$74,996

Financial Statement

A year-to-date summary of the District's financial position for Fiscal Year 2023-2024, in addition to a comparison to the previous fiscal year, can be found in Appendix A.

Capital Improvement Program

The District maintains a 5-year Capital Improvement Program that includes water and sewer infrastructure, facilities, equipment, and fleet. A year-to-date summary of the District's Capital Improvement Program for Fiscal Year 2023-2024 can be found in Appendix A.

Innovation and Technology Department

The Innovation and Technology (IT) Department continues to work with staff and vendors to achieve technological enhancement and meet innovation goals established by the MSWD Board of Directors. Below are project highlights and summaries for February 2024.

Department Updates

- IT has begun the purchase and setup of network equipment and computers required for networking the Wright Regional Wastewater Reclamation Facility with the rest of the District's systems.
- The contract with Timmons Group for the full implementation of the District's new GIS systems, as approved by the Board in February 2024, has been signed and Timmons has been given the Notice to Proceed.
- Intelesys has completed their first month of helpdesk support and system management. Staff have utilized the new ticketing method and the feedback has been positive. Intelesys has been familiarizing themselves with and documenting the District's systems. Their role in supporting the District is expected to grow as they can take over more support tasks from the IT Manager.

Technology Improvements

- A new environmental sensor was ordered for the datacenter, improving remote monitoring of temperature and humidity.
- A new multifactor authentication system is being configured for improved security.
- IT has begun a project with Wastewater to upgrade the surveillance camera system at the Horton Wastewater Treatment Plant.
- Cybersecurity improvements continue to be made to improve District security.
- Desktop computers and laptop upgrades continue as needed.

On-Going Cyber Security Training

IT continues the monthly anti-phishing training scenarios with staff and Board members. Staff have been diligent in reporting suspicious emails or contacting the IT Manager for review of suspicious emails before acting.

Cyber Security News Roundup

The IT Department tracks trends in cyber security to note new opportunities for security and new concerns to defend against. The news below is a brief selection intended for informational purposes and provides no insight to the District's cyber security controls.

- The National Institute of Standard and Technology (NIST) released version 2.0 of Landmark Cybersecurity Framework, the first major update since its creation in 2014. The framework provides guidance and standards for organizations of all sizes. ([NIST](#))
- President Biden will be signing an executive order empowering the Department of Justice, Homeland Security, and Health and Human Services to craft regulations to prevent U.S. data brokers from selling U.S. data to foreign rivals, including China and Russia, protecting the privacy and security of Americans. ([NextGov](#))

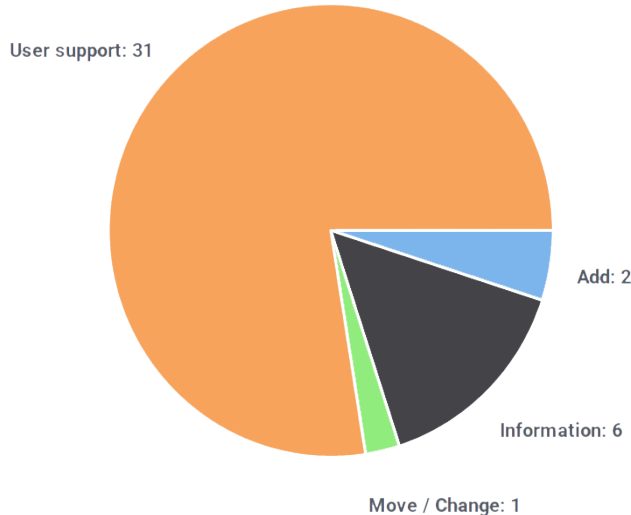
- As malicious hackers increase their use of AI tools, tech firms such as Microsoft and OpenAI are expected to increase their monitoring of chat logs to identify hackers. Increased monitoring is raising privacy concerns but is expected to become the norm as a necessity for combating AI-driven cyber threats. ([NextGov](#))

District IT Support Statistics

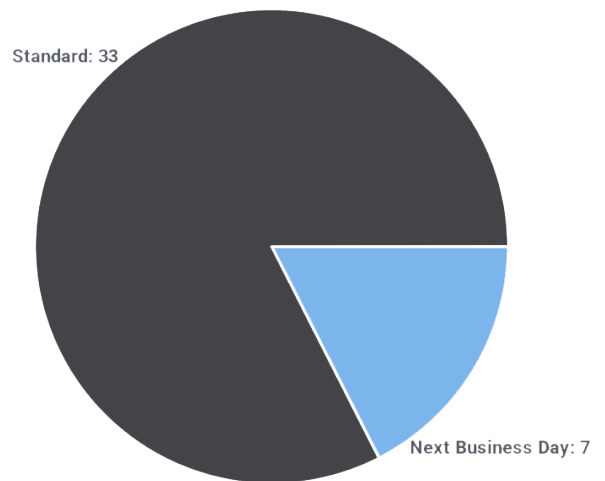
As Intelesys has only just begun their support of the District, the brief report below is just a preliminary sample. Over the coming months, the IT Manager will be working with Intelesys to customize the content of the report to give the Board a more insightful overview of the state of the District's IT support services.

February 2024 Client Service Rating	
Overall Satisfaction	100%
Number of Service Requests	40
Number of Survey Responses	1
MTTR (Time to Resolution)	16 Hours
Survey Response Rate	1%

Tickets Received by Type



Tickets Received by Priority



Purchasing Department

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

Price increases and supply chain issues continue to surface within our industry. Specifically, PVC pipe and fittings, ductile iron pipe and service brass 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. Staff will continue to monitor the situation and perform due diligence in getting all the material that is needed to maintain the water systems.

Total inventory purchases were \$37,342.00, and the total issued for use by field crews totaled \$68,972.54, for February 2024.



ENGINEERING AND OPERATIONS

Engineering Department

Below is a list of Capital Projects and status updates for February 2024.

Well 42 Project

The contractor is in the process of procuring the well motor, pump assembly, and the MCC equipment from the manufacturer. Construction will likely be on-hold for several more weeks while the equipment is ordered, fabricated, and delivered to the site for construction and installation. Staff is currently securing contract change order costs and anticipates presenting a project update at the March 2024 Board of Directors meeting.

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

Staff has presented the new alternative alignment for the sewer at the south end of Hildago Street with the private property owner. Staff plans to schedule a meeting to review the new alternative with the property owner in the coming weeks to discuss viability and easement requirements.

Well 22 Rehabilitation

The bid opening occurred on February 28, 2024, at 2:00pm. Staff is in the process of evaluating bids. Once bids are evaluated, the lowest responsible and responsive bid will be brought to the Board for award.

Water and Wastewater System Comprehensive Master Plan Updates

Staff and consultants continued progress on evaluating the future demands and system needs, as well as finalizing the master plans and capital improvement programs. Staff anticipates completing the plans and presenting them to the Board in the coming weeks.

AD-18 – GQPP Sewer Project Area “D3”

Staff received a proposal from the engineer of record, AECOM, to complete the necessary design and CEQA updates to the existing documents. Staff is reviewing the proposal and will provide a recommendation in the coming weeks.

AD-18 – GQPP Sewer Project Areas “A” & “G”

The consultant, Genterra, is in the process of completing additional potholing work. Thereafter, the 100% design will begin.

Backup Generators for Well Sites 27-32 and 37 Projects

Staff have the plans signed and the project is ready for bidding. Staff will solicit bids through the Planet Bids website within the next two weeks and will evaluate the bids once they are received and will present the bid results to the Board of Directors in a future Board meeting.

Supplemental Environmental Project

The contractor, RE Chaffee, completed connection and abatement of the 21 properties on December 8, 2023. Issuance and approval of the Notice of Completion will be put on the agenda for the March 2024 Board of Directors meeting. All labor compliance and

billing items have been addressed. Upon approval by the Board of Directors, the Notice of Completion will be filed with the County Recorder's office.

Well 34 Rehabilitation

Construction was scheduled to be completed in March 2024; however, due to weather and material procurement delays, it may extend into early April 2024. Through February 2024, the contractor, Legend, completed final well development by pumping and surging, and aquifer pumping tests including, 6-hour step drawdown test, 24-hour constant rate drawdown test, and 4-hour recovery test. The post-rehabilitation downhole video survey has also been completed along with well disinfection. The contractor is currently in the process of procuring the well pump equipment and rehabilitation of the discharge head and motor.

Regional Water Reclamation Facility

The Project Team continued processing submittals, responding to RFIs, and processing change orders and payment requests submitted by the contractor, JF Shea Construction.

The contractor continued construction on the Regional Water Reclamation Facility (RWRF). Through the month of February 2024, JF Shea Construction:

- Continued outfitting the operations building
- Continued equipping the Headworks area and SBR and AST tanks
- Continued wiring and electrical throughout the facility
- Continued the site finish work
- Continued excavation and grading of the infiltration pond area.





Following Board approval to acquire permanent easements along 20th Avenue to construct the third required monitoring well, staff reached out to the owner to begin the purchase process.

The Project Team and Staff received verbal approval to access a private well near Palm Drive and Interstate 10 required for annual sampling and reporting to the RWQCB. The Project Team and Staff are preparing a site access agreement for execution to formalize the access requirements.

The Project Team continues to coordinate with the SWRCB on the SRF/Grant funding agreement and reimbursement requests.

- Reimbursement Request No. 2 has been submitted to the State for processing.
- Reimbursement Request No. 3 has been submitted to the State for processing.
- Reimbursement Request No. 4 is being prepared.
- Staff completed the response to RFIs on the Conveyance Line FBA.
- Staff completed the grant agreement amendment to revise the construction start date to capture the first month of construction costs (i.e., April 2022).

RWRF Conveyance Line

The Project Team continued processing submittals, responding to RFIs, and processing change orders and payment requests submitted by the contractor, Downing Construction, Inc.

The contractor continued construction of the gravity sewer along Little Morongo Road between 18th Avenue and Dillon Road.

Staff continues to coordinate with SCE to resolve the easement issue along Little Morongo Road south of 18th Avenue.

Area M2 Sewer Collection System (AD-15)

The design consultant, AECOM, completed the final design and Staff is completing a final review.

The Project Team is working with the consultant to incorporate water service replacements throughout the project area.

RWRF Roadway Design (19th Avenue, Little Morongo Road, and 20th Avenue)

The design consultant, TKE Engineering, completed the 60% design. Staff and City of Desert Hot Springs are completing a plan check of the design.



Operations & Maintenance

Construction & Maintenance

Water Line Locations

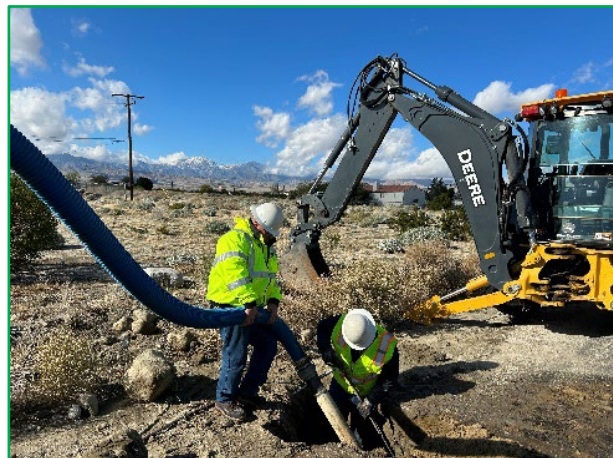
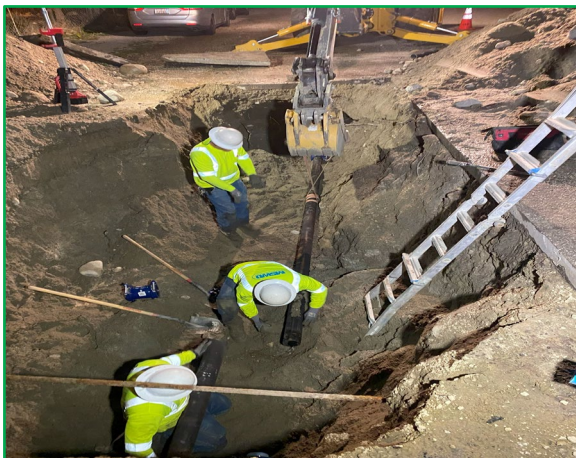
Staff completed approximately 329 water line location requests using iPads and the GeoViewer Mobile app to streamline and manage line locations.



Water System Repairs/Replacement

Staff continued to repair and replace components of the water distribution system keeping it in optimum working order and properly functioning without any interruption. Below is a summary of the repairs and replacements completed in February 2024.

- Two water service lines were replaced with copper.
- 10 service line leaks were repaired.
- Four mainline leaks were repaired.
- Two fire hydrants were replaced.



Water System Maintenance

Staff continued to implement preventative maintenance and inspection program keeping the water distribution system in optimum working order and properly functioning without any interruption. Below is a summary of the maintenance completed in February 2024.

- 27 ground valves were exercised.
- 11 fire hydrants were flushed, maintained, and painted.
- 111 air-release valves were inspected and/or rebuilt.
- 67 blow-offs were flushed.



- Staff assisted with the installation of 10 large meter replacements throughout the District.



CMMS Workorder Program

A total of 26 work orders were processed in February 2024 using the CMMS program.

New Water Meter Service Installation

Staff installed four new water service lines in February 2024.

Fire Flow Testing

Staff continued performing field fire flow tests for the Engineering Department. 14 fire flow tests were conducted in February 2024.

Fleet & Facility Maintenance

Janitorial Services

The janitorial contractor, Executive Facilities, continues to clean and disinfect all District buildings. Routine disinfection is performed four times per week Tuesday through Friday. Additionally, routine janitorial services are provided twice per week on Wednesdays and Fridays.

Building Maintenance

Staff completed the following building maintenance during the month of February 2024:

- Applied second coat of sealant around roof vents inside of Annex Building.
- Built and placed new band saw for Corporate Yard.
- Replaced broken floor tiles in Corporate Yard break room and Field Operations Superintendent's office.
- Repaired irrigation leaks at Two Bunch Reservoir and Well 27/31.
- Placed oxy/acetylene torch setup in the Corporate Yard Shop.
- Blew out Old Stores and cleaned cobwebs.
- Cleaned up trash left in the garden area at the Administration Building.
- Replaced eight bulbs in the Accounting Modular. Four at the entryway and four in Rita's office.
- Transferred wiring to single switch for fan and light in the Corporate Yard restroom.
- Installed and removed door stop on the Corporate Yard restroom door.
- Assembled office chair for Field Operations Superintendent.

Standby Generator Monthly Maintenance Program

Our team conducts monthly testing to ensure that all generators are in good working order and ready for use when needed. There were no issues with the generators this month.

Fleet Maintenance/Repairs

- Units 365 and 393 were decommissioned and set up for auction.
- Installed GPS modules in Units 437 and 439.
- Unit 117 had the trailer plug replaced due to damage, and accessory stays modified to fit properly.
- Unit 432 had the holes in the seat patched.
- Unit 385 had the accessory stays modified and strong arm stay repaired due to failure.
- Unit 439 had the shovel racks mounted, and front strobes swapped from Unit 402.
- Unit 405 had an issue inspected and was sent to Ford for repairs, right rear vehicle speed sensor was replaced by dealer.
- Units 438, 440, and 441 had storage boxes built on the trailer tongue.
- Unit 391 had a right front tire plugged in house, then patched at Desert Tire.
- Unit 431 had front bucket controls lubricated twice.
- Unit 413 had all four tires replaced at Desert Tire.
- Unit 431 had the left front zirc fitting on bucket clam ram replaced.
- Units 419, 389, and 433 had the preventative maintenance service performed.
- Unit 394 had all passenger side tires replaced by Parkhouse Tire.
- Unit 442 had MSWD decals and body/roof strobes installed.
- Unit 427 had a rack and roof strobe installed.

Wastewater Collections

Sanitary Sewer Overflows (SSOs)

There were no Sanitary Sewer Overflows (SSOs) in the collection system during February 2024.

Dos Palmas Lift Station

Operators conducted daily site visits to ensure proper pump operation, SCADA system functionality, and site security.

Sewer Line Locations

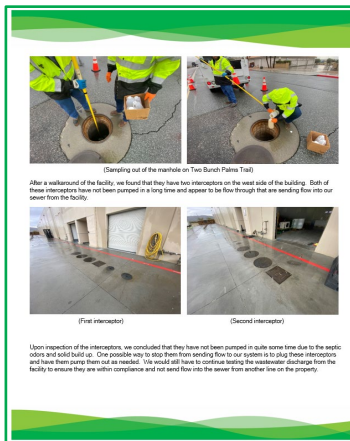
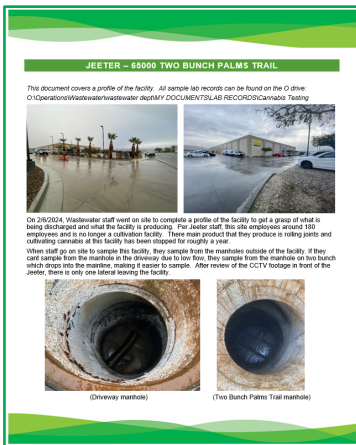
Staff completed 328 sewer line location requests using iPads and the GeoViewer mobile application to streamline and manage line locations.

Sewer Line/Collections Maintenance

- Staff completed 15 CCTV inspections, totaling 3,317 feet in February 2024.
- Zero miles of sewer mainline was cleaned in February 2024.

Cultivation Facility Inspections

Staff resampled discharge from the Jeeter facility. Staff is working on creating discharge profiles for various cultivation facilities connected to the sewer system to better understand what the strength of the sewer that is discharging to the sewer mainline system.



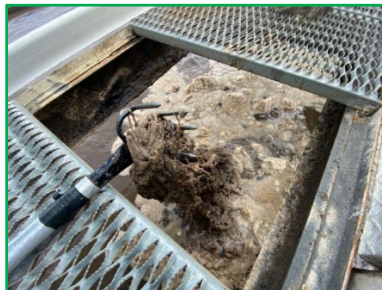
Wastewater Treatment

Plant Maintenance

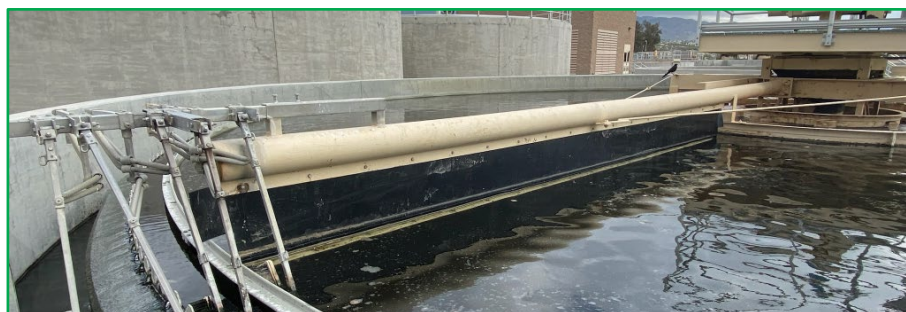
Staff spent 513.5-man hours performing routine plant maintenance, equipment maintenance, and plant operations at the Horton and Desert Crest Wastewater Treatment Plants (WWTPs). Also, during this timeframe staff spent 154.1-man hours operating the sludge belt filter press, including filling and removing 17 trailers of sludge from the Horton and Desert Crest WWTPs.

The District was notified that the Horton WWTP placed 3rd at the state level from Small Plant of the Year award. This is the second year in a row that we have made it to the state level from Small Plant of the Year.

Staff continued routine maintenance removing rags from the headworks auger, aeration tanks, grit pumps, etc.



Staff replaced the rubber sweep on Clarifier 5.

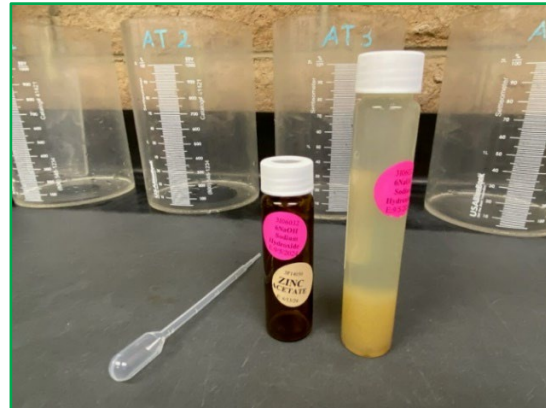


Staff swapped motors for RAS pumps 6 and 7 troubleshooting an electrical issue. It's believed the power fault that keeps occurring is within the electrical panel and not the motor. Staff has reached out to McDonald Electric to troubleshoot inside the panel.



Sampling and Laboratory

Staff collected 42 samples and spent 84-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Both WWTPs are producing an effluent that meets the District's permit discharge requirement. Staff ran the performance test for the Horton WWTP Laboratory that must be done every year for accreditation. Our results have been submitted and we are waiting to see if we passed.



Pond Maintenance

Ponds 1, 4, 6, and 8 were cleaned and rehabilitated during February 2024.

Weekly Wastewater Training

The training courses aim to provide all operators with consistent knowledge and a better understanding of processes, including operating equipment more proficiently. This training helps keep operators safe while completing maintenance. A summary of this month's training includes:

- On-Call Electricians Information
- Bypassing in the Headworks
- Nancy Wright RWRf Startup

Wastewater Report

Through continued development 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 by month.

New Sanitary Service Connections to Collection System					
Fiscal Year	2023/24	2022/23	2021/22	2020/21	2019/20
July	4	4	18	8	7
August	12	26	20	4	1
September	17	20	20	5	2
October	3	13	36	9	4
November	7	8	29	50	10
December	21	8	12	9	3
January	2	35	14	21	7
February	1	4	7	23	5
March		24	17	48	1
April		16	7	18	3
May		9	16	17	11
June		4	2	21	7
Total	67	171	198	233	61

Additional sanitary service connection information is provided in Appendix B.

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

Wastewater Flow (MGD)				
Fiscal Year 2023/24	Horton WWTP		Desert Crest WWTP	
	Average Daily Flow	Peak 24 Hour Flow	Average Daily Flow	Peak 24 Hour Flow
July	1.922043	2.149212	0.050983	0.071200
August	1.929369	2.592078	0.047453	0.067540
September	2.037218	2.182773	0.046081	0.055570
October	2.050049	2.173503	0.040804	0.051000
November	2.065661	2.265582	0.046158	0.059550
December	2.037725	2.208722	0.045566	0.057730
January	2.014687	2.152567	0.045226	0.049620
February	1.999080	2.184408	0.047016	0.053920
March				
April				
May				
June				

Additional wastewater flow information is provided in Appendix B.

Water Production

Water Pumped/Produced

During the month of February 2024, the District's three public water systems produced the following quantity of water:

- MSWD (CA3310008) – 446.97 Acre Feet (145.6 MG)
- Palm Springs Crest (CA3310081) – 7.36 Acre Feet (2.40 MG)
- West Palm Springs Village (CA3310078) – 4.35 Acre Feet (1.42 MG)

Water Sampling/Testing

- Bacteriological Sampling – Staff collected 50 routine samples in the MSWD system, four routine samples in the ID-E area (WPSV and PSC systems), and four well samples in ID-E.
- Staff also collected 16 general physical samples in MSWD and two general physical samples in ID-E.
- Well 26A Uranium Treatment (IXP) Sampling – The monthly uranium sampling was completed on February 7, 2024.
- Monthly Reporting – The District's Monthly Coliform Monitoring Report for February 2024 for all three water systems was sent to the SWRCB on March 4, 2024.

Chlorination System Updates

- Chlorination Pumps – Staff conducted routine maintenance and inspections on all chlorine pumps and related equipment at well sites. Staff made necessary adjustments, repairing and/or rebuilding to ensure proper operation. Most chlorinator pumps continue to function properly, with only typical preventative maintenance required (i.e., repair of cracked chlorination suction/feed tubing).
- Chlorinator Pump Cleaning – Staff began cleaning all chlorinators two times per month with a vinegar-based solution to reduce chlorinator issues. All the chlorine pumps were cleaned during the month of February 2024.
- Sodium Hypochlorite (Chlorine) Usage – During the month of February 2024, a total of 974 gallons of chlorine (12.5% solution strength) was used to disinfect the distribution system and our production facilities. (Reflects usage in the MSWD and ID-E water systems.)
- Chlorine Residuals at Production Well Sites – In February 2024, the Production staff checked and documented the chlorine residuals at all wells in use 212 times. The average chlorine residual of these readings was 0.96 ppm. (This data reflects the MSWD and ID-E water systems.)
- Distribution System Chlorine Residuals – During the month of February 2024, the Production staff checked and documented the chlorine residuals throughout the distribution system a total of 99 times. The average chlorine residual of these readings is 0.76 ppm. (This data reflects the MSWD and ID-E water systems.)

Well Soundings

Staff continued to sound the groundwater levels for 13 production wells and nine monitoring wells.

Production Facility Updates

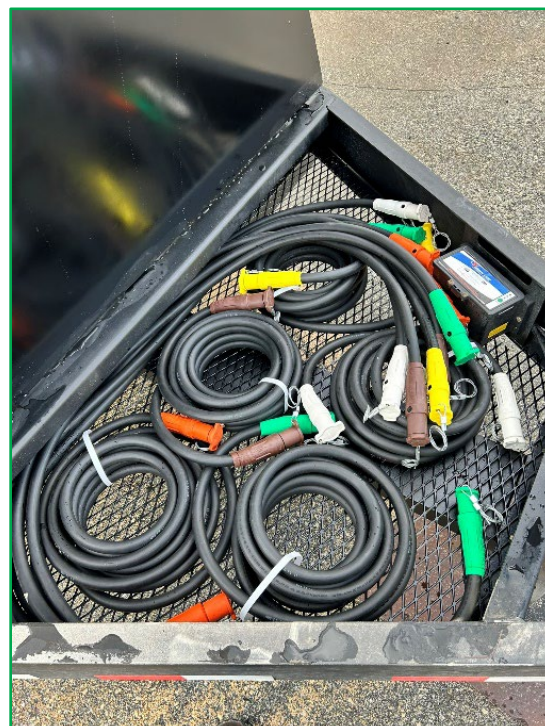
Staff oversees all water production sites, making necessary adjustments. They conduct monthly overflow maintenance as needed by climbing reservoirs. Staff also inspect reservoir roofs using a drone.

- Well 22 Rehabilitation – The contractor, L.O. Lynch, gave a target completion date by the end of 2023. Please see the following updates:
 - Both the mechanical and chemical rehabilitation methods have been completed.
 - The larger test pump was installed and we achieved a max flow rate of approximately 1,500 gpm. This was less than expected, but we were told by Kyle Groundwater that they hope to see our design flow rate to be set at approximately 1,800 gpm. The constant rate test pumping was performed during the week of June 19th, 2023.
 - As of October 31, 2023, L.O. Lynch installed all of the downhole equipment. The only items remaining is the pump discharge head and the installation of the motor. Once these items are installed (first part of November) we will disinfect, pump to waste, and collect BacT samples. Once passed, we will put the well into service.
 - As of November 30, 2023, L.O. Lynch is waiting for a component to be delivered to complete the water lube system for the well. Once received, the final work will be completed to startup this well and perform a BacT test.
 - As of December 31, 2023, we are still waiting for the water flush system components to be delivered and installed. We anticipate this well to be operational before the end of January 2024.
 - Tri-Star Construction repaired the leaking header at Well 22 to prepare for this well to be run into the water system once we receive a passing Bacteriological test.
 - During the month of February 2024, it was determined that the motor's condition couldn't be verified due to water being found in the oil. The motor was sent to Walton Motors and the windings were cleaned, baked, and tested. Additionally, the upper thrust bearing was replaced. The motor is scheduled to be installed on March 1, 2024. The well is scheduled to be pumped and disinfected during the first week of March 2024. Bacteriological tests will be performed after the disinfection process.
- Well 22 Production Meter – The existing production meter at this well was inoperable and was replaced with a new meter by Production staff.
- Gateway Fire Pump Monthly Testing – Staff performed the monthly fire pump testing on February 7, 2024. All systems functioned properly. Water loss data was captured and entered onto our water loss tracking worksheet.
- Little Morongo Automatic Control Valves – The Cla-Val valve for Booster 1 was serviced by Production staff. The valve is functioning properly.
- Terrace Booster Automatic Control Valve – The Cla-Val valves for Boosters 2 and 4 were serviced this month. It was determined that these valves are in poor condition and should be entirely replaced. Staff is working with Purchasing to acquire new valves and schedule their replacement.
- Well 26A Production Meter – Staff replaced the production meter this month. It was replaced with a MAG meter which supports greater data logging and connectivity with our SCADA system.

- Well 22 and Gateway Fence Repairs – We are still waiting for labor compliance approval for the repair of the Well 22 fencing. However, the Gateway fencing was repaired in February 2024.



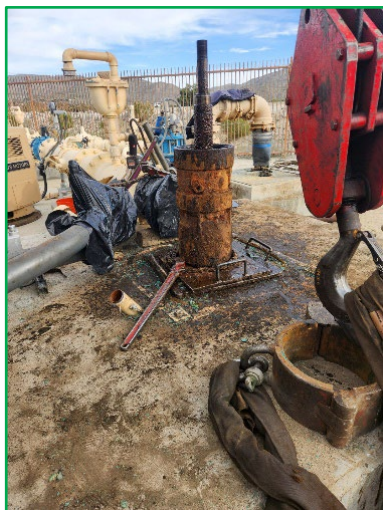
- Standby Portable Generator Cables – Due to safety concerns with our existing portable generator connection cables, we were able to purchase new generator cables for all three generators.



- Low Northridge Altitude Valve – The altitude valve received a rebuilt pilot control valve to ensure proper operation. Staff noticed that this valve (installed in the 1970s) needs complete replacement. We are working with our Purchasing Department to acquire a new valve and schedule its replacement.



- Well 24 Pump Failure – Well 24 experienced a pump failure and was pulled for inspection and evaluation. With the pump out of the well, we also had a video survey performed on this well.



- Well 33 Solar Site – Staff continues to monitor the performance of the solar system. We are still waiting on the February 2024 performance report.

Water Report

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

New Service Connections to the Water System					
Fiscal Year	2023/24	2022/23	2021/22	2020/21	2019/20
July	5	6	18	7	4
August	14	28	19	6	10
September	19	22	23	18	2
October	4	16	33	13	3
November	9	10	27	10	16
December	5	9	9	2	17
January	5	26	14	15	6
February	3	14	8	13	8
March		29	19	16	2
April		24	6	11	1
May		16	19	15	12
June		5	1	24	11
Total	64	205	196	150	92

Additional water service connection information is provided in Appendix B.

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 by month.

Monthly Water Production (AF)							
	FY 2023/24	Variance from Prior Year		FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20
		AF	%				
July	789.99	38.20	5.08	751.79	796.57	857.77	853.23
August	737.74	-112.45	-13.23	850.19	839.93	885.31	795.18
September	675.06	-40.97	-5.72	716.03	738.65	784.80	757.08
October	709.23	17.25	2.49	691.98	665.18	755.84	709.39
November	629.05	29.66	4.95	599.39	679.85	690.13	619.87
December	529.99	-24.28	-4.38	554.27	565.48	588.32	537.23
January	556.57	26.18	4.94	530.39	580.28	537.96	553.20
February	458.69	-31.72	-6.47	490.41	527.34	495.61	520.85
March				500.37	601.44	625.80	557.73
April				552.34	624.07	649.34	573.02
May				726.25	745.36	723.62	698.99
June				682.09	730.02	761.63	806.02
Total	5,086.32	-98.13	-1.89	7,645.50	8,094.17	8,356.13	7,981.79

Additional water production information is provided in Appendix B.

Water Resources

Below is a list of water resources related actives for February 2024:

Integrated Regional Water Management Planning

The Coachella Valley Regional Water Management Group (CVRWWMG) met to discuss on-going grant funded projects and upcoming grant opportunities. The CVRWWMG implements the Integrated Regional Water Management (IRWM) Plan for the Coachella Valley IRWM Region.

The CVRWWMG completed a grant application for the U.S. Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant (WEEG) program. MSWD is seeking grant funding for water conservation efforts.

The CVRWWMG also discussed Chromium-6 compliance efforts and upcoming bills (SB 867 and AB 1567) that may be on the November 2024 ballot that would provide grant funding for water related projects.

Mission Creek Subbasin Sustainable Groundwater Management Act Compliance

The consultant, WSP, completed the final SGMA Annual Report for Water Year 2022-23. The report will be submitted to the California Department of Water Resources (DWR) in March 2024 prior to the April 1, 2024, deadline.

The 2022 Alternative Plan Update for the Mission Creek Subbasin is still with DWR for review, however, DWR doesn't anticipate completing reviews of alternative plans until sometime in 2024.

San Gorgonio Pass Subbasin Sustainable Groundwater Management Act Compliance

Staff expects to receive the draft SGMA Annual Report for Water Year 2022-23 from the consultant, Provost & Pritchard, for review and comment in March 2024.

Indio Subbasin Sustainable Groundwater Management Act Compliance

The 2022 Alternative Plan Update for the Indio Subbasin is still with the DWR for review, however, DWR doesn't anticipate completing reviews of alternative plans until sometime in 2024.

Salt and Nutrient Management Planning

Staff attended the monthly steering committee meeting to review the Task 2 Technical Memorandum (TM) Characterize Groundwater Quality that is in progress. Staff anticipates receiving the draft TM in March 2024 from the consultant, West Yost, for review by both the steering committee and technical advisory committee.

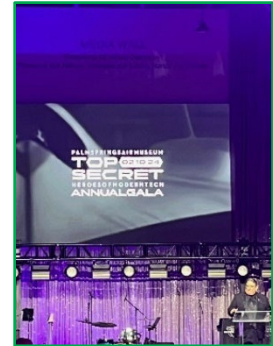


PUBLIC AFFAIRS

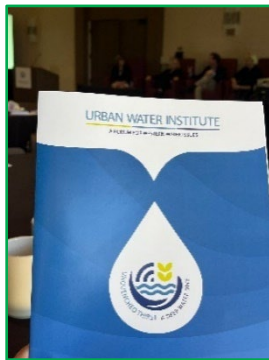
Past & Upcoming Sponsorships / Events

Palm Springs Air Museum Fundraising Dinner: February 10, 2024

This year's Palm Springs Air Museum Fundraising Dinner honored the pioneers of modern tech aviation while raising funds to support local educational programs. The annual event draws large crowds and raises hundreds of thousands of dollars that directly benefit youth in our valley.



Urban Water Institute Spring Conference: February 21-23, 2024



Water leaders attended the Urban Water Institute's Spring Conference to discuss today's most pressing water management issues. The esteemed panel of presenters included Jeffrey Kightlinger, who was the Chief Executive Officer for the Metropolitan Water District of Southern California from 2006 to 2021. Kightlinger provided valuable insight into the Colorado River and other water-related issues.

MSWD Water Talks: February 21, 2024

MSWD is hosting a series of monthly water talks that explore critical water topics. Our February 2024 meeting spotlighted the future of electric vehicles in public agency fleets. ACWA's Nick Blair, who has been selected to serve on the newly formed California Air Resources Board Truck Regulation Implementation

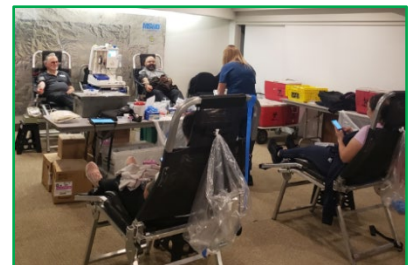


Group, provided audience and Facebook livestream attendees an opportunity to learn about these regulations and ask questions about their implementation.

MSWD Blood Drive: February 28, 2024

Our February 2024 LifeStream Blood drive was very successful. More than 20 people were registered to give blood, which netted more than 18 pints. These donations will be used to help save the lives of more than 54 people. MSWD and LifeStream appreciate everyone who participated. Additional MSWD blood drives will be held on:

- Wednesday, May 15, 2024
- Wednesday, July 10, 2024
- Wednesday, September 11, 2024
- Wednesday, November 13, 2024



CV KidWind Competition: February 24, 2024

More than 200 students throughout the Coachella Valley participated in the Annual KidWind Regional Competition at the Desert Hot Springs High School. Elementary, middle, and high school students demonstrated working wind turbine models they had designed and built. Local industry partners and community leaders, including representatives from MSWD, judged the student projects.



ACWA Federal Annual Conference: February 27-29, 2024



Members of the MSWD leadership team participated in the ACWA DC conference February 27-29, 2024. The event program included updates from elected officials, staff, and Advocacy 101, which featured experts sharing advice on the finer points of federal advocacy.

CV Water Counts Academy Tour of Regional Plant: March 2, 2024

The five-week CV Water Counts Academy attendees finished their educational journey with a tour of water district facilities in the Western Coachella Valley. Among the stops was MSWD's Nancy Wright Regional Water Reclamation Facility. Class attendees had the chance to ask questions and see the SBR tanks being filled with fresh water as we prepared the plant for testing.



Healing Waters Community Meeting: March 5, 2024



Public Affairs staff recently presented a Coachella Valley water overview and mini-Water 101 presentations to Healing Waters Mobile Home Park residents. Residents were very interested in learning more about the District's groundwater protection efforts and the status of our aquifer.

Groundwater Coalition Leg Days: March 5, 2024



MSWD recently met with state officials to help promote groundwater protection through our affiliation with the Groundwater Coalition. The Coalition was formed at the urging of California state and local elected officials who believe that increased efforts are needed to educate and inform policymakers and the public about California’s groundwater resources and the role groundwater plays in providing a safe and reliable water supply for California.

Desert Hot Springs Little League Opening Ceremonies: March 9, 2024, 10:00am

MSWD is again proud to support the Desert Hot Springs Little League as they gear up for another successful season. Serving youth in the Desert Hot Springs community, organizers strive to support one another and make sure EVERY child in our community feels welcome and supported. We look forward to a successful 2024 season.



Desert Hot Springs Women’s Club Fashion Show Fundraiser: March 10, 2024, 10:30am



The Desert Hot Springs Women’s Club will once again host community leaders as they raise funds for youth in our community. This year’s Mardi Gras-themed event will focus on men’s and women’s fashions. Proceeds will provide scholarships for local Desert Hot Springs High School students.

Desert Horticulture Society Tour: March 16, 2024, 10:00am-3:00pm

Back from hiatus, MSWD is once again proud to be a sponsor of the Desert Horticulture Tour. With the mission of showing residents real-life examples of what they can do in their gardens using low water use plants, the tour will feature five gardens re-imagined for today’s desert environment. Ticket proceeds go towards the group’s scholarship program, which supports local students pursuing degrees in landscape architecture, design, or similar fields.



MSWD Water Talks: March 27, 2024, 5:00-6:00pm

This month’s MSWD Water Talk will focus on the proposed Sites Reservoir project. It will feature Jerry Brown, P.E., who has more than 39 years of experience planning, designing, constructing, operating, and maintaining water, wastewater, and water recycling systems for urban areas.

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

Public & Media Outreach

Outreach Related to Article VI Updates

MSWD continues to promote the upcoming Public Hearing to discuss amendments to Article VI of our wastewater discharge ordinance. To keep all stakeholders informed and engaged, we are providing a redline version of the proposed changes to Article VI on our website. We have also mailed copies asking for input from all current industrial users. We have also contacted CVCAN and the City of Desert Hot Springs to engage current Cannabis growers in our area. Notice of the public hearing was published in the Desert Sun and on social media.



LIHWAP Closing Date Announced



California's temporary Low Income Household Water Assistance Program (LIHWAP) is closing and will not accept applications past March 15, 2024. Through LIHWAP, eligible low-income households can receive one-time financial help to pay current or past due water or sewer bills, as much as \$5,000. Hundreds of MSWD customers have already taken advantage of the one-time, temporary program; however, we are actively

promoting the program and encouraging customers to apply before the March 15, 2024, cutoff. Promotional efforts include auto-dialer calls to delinquent customers, Customer Connect Portal messaging, flyers, newsletter stories, website announcements, and social media.

Customer Newsletter

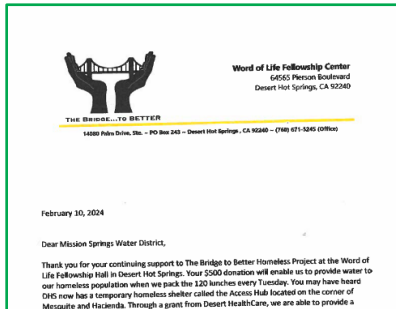
Our February 2024 Water Matters newsletter featured information about the recent CORBS awards, a warning to be cautious of strangers posing to be utility workers, and a reminder that the LIHWAP program is coming to a close.

A copy of the newsletter is included in Appendix D.



Gratitude for the District

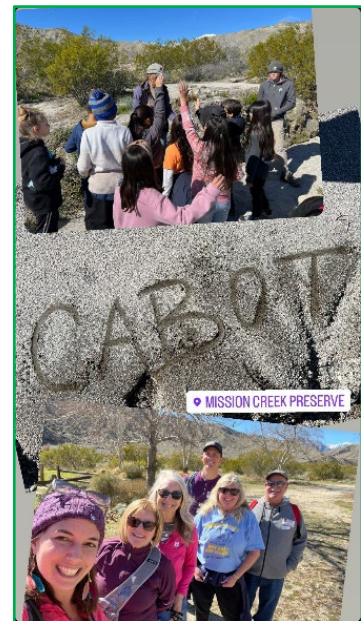
Homeless Assistance



The Bridge to Better Homeless Project recently sent a letter of appreciation to the District for donating water funding for people experiencing homelessness. They also extended an invitation to the District to help out or visit the Medical Van, which provides aid to the homeless in our city on the third Thursday of each month. A copy of the letter of appreciation and invitation is included in Appendix D.

Mission Creek Preserve Field Trips

MSWD continues to promote and provide Desert Hot Springs schools with opportunities to learn about our water source at Mission Creek Preserve. In February 2024, more than 65 third-grade students from Cabot Yerxa Elementary visited the preserve. Quotes from the students include, “Today is the best day EVER!” MSWD would also like to thank the teachers and chaperones who made the trip possible. We look forward to facilitating additional trips later this spring.



Legislative Update

Federal: Fiscal Year 2024 Appropriations Update

Congress reached a deal to avoid a partial government shutdown the last week of the month. Congress will take action to pass another short-term Continuing Resolution (CR). The new CR will continue to be a laddered CR with two deadlines. The first deadline will be March 8, 2024, for the following appropriations bills: Agriculture-FDA, Commerce-Justice-Science, Energy and Water Development, Interior and the Environment, Military Construction-Veterans Affairs, and Transportation-Housing and Urban Development. This extension will give both chambers time to vote on the first package of six appropriations bills and continue negotiations over the remaining six bills. The first round of votes, which includes funds for the MSWD Groundwater Protection Project, is in the initial package of six bills slated for review the week of March 5, 2024.

A complete federal update is located in Appendix C.

Federal: President Biden to Send Budget Proposal on March 11, 2024

Following the State of the Union on March 7, 2024, President Biden is expected to send his Fiscal Year 2025 budget proposal to Congress on March 11, 2024. The release of the President’s budget is expected to start the Fiscal Year 2025 appropriations process in Congress.

California: New Deficit Projections by the LAO

The Legislative Analyst Office (LAO) unveiled its latest findings on February 20, 2024, regarding the 2024-2025 Budget, significantly revising deficit projections. They now project a deficit of \$24 billion less than the Governor estimated for 2022-2023 to 2024-2025. Moreover, the LAO warns that the budget shortfall might surpass the figures outlined in the May revision. In response to these projections, the LAO advises reducing one-time and temporary expenditures as a prudent measure. The full comprehensive analysis can be accessed [here](#).

MSWD Digital Advertising

The District featured four Google and Facebook/Instagram ads promoting various MSWD programs.

The Google campaign garnered almost 352,000 impressions and 1,016 link clicks. Our Facebook ads garnered more than 144,000 impressions and 373 link clicks.

A full report is included in Appendix D.



Social Media

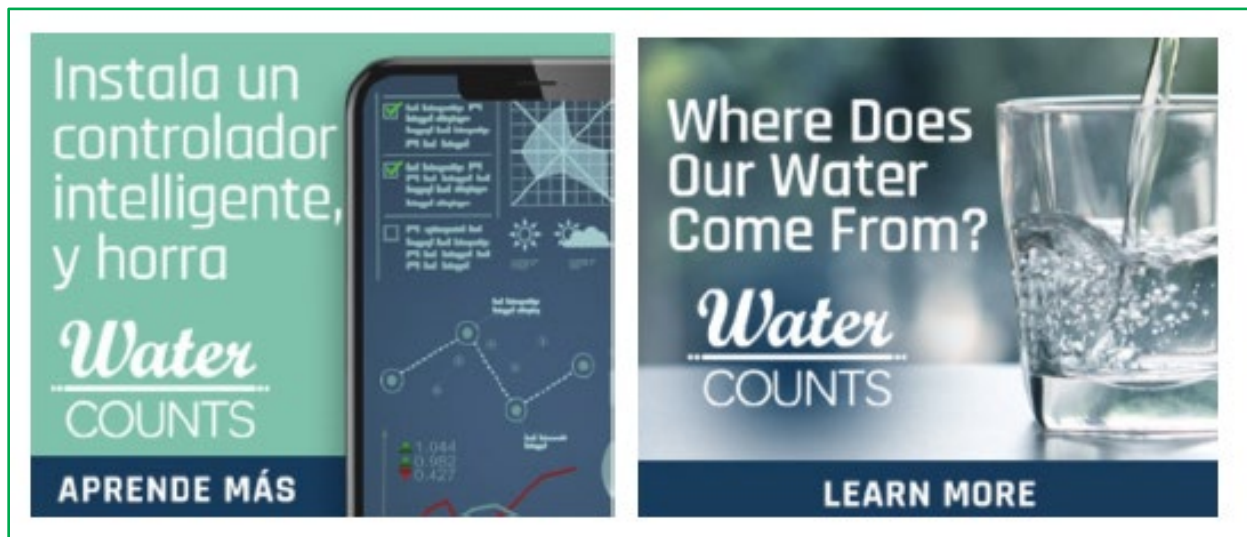
A copy of the February 2024 social media report can be found in Appendix D. This report highlights activities and posts on the District's social media platforms. Some of our most engaging posts included the live recording of the February 2024 MSWD Water Talk, a Happy Valentine's Day post from staff, and a re-post from CSDA's social media congratulating our Finance Director for completing his CSDA governance certificate.

3 Most Engaging Posts	3 Highest Reach Posts	3 Most Shared Posts
17.24%	Rain 🌧️ Reminder: After the Rain, shut off your sprinklers for ... 396	Post 30269222 ❤️ Low-income residents with overdue water bills can recei... 3
Post 30604254 ❤️ Happy Valentine's Day, from MSWD! Today, we're sending ... 10.45%	Post 30269222 ❤️ Low-income residents with overdue water bills can recei... 341	Rain 🌧️ Reminder: After the Rain, shut off your sprinklers for ... 3
+1 We are very proud of you Arturo! 9.46%	Feb Water Talks 📍 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet E... 214	Feb Water Talks 📍 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet E... 1

CV Water Counts

The CV Water Counts website had 3,616 visitors during February 2024. The top pages were the Conservation Tips page, Where Does the Coachella Valley's Water Come From, and "Plant of the Month Elephant's Food," – which continues to get a large amount of traffic from organic search. The e-newsletter has roughly 760 opt-in subscribers, and the open rate is 58.23% (the industry standard is 17.8%).

A full report is located in Appendix D.



Rebates & Conservation

The Public Affairs team continued to promote rebates and conservation throughout our service territory during February 2024.

Toilet Rebates

The District did not receive any toilet rebate applications in February 2024.

Turf Rebates

The District funded one turf rebate application in the amount of \$1,670 and has one pending application totaling \$3,000.

Conservation Kits

The District received three requests for conservation kits in February 2024.

Bottled Water Tracking Report

Date Supplied	Requested By	Event or Purpose	Cases Requested
02/06/2024	Team Mom	Special Event	1
02/08/2024	City of Desert Hot Springs	Monthly Supply Order	15
02/13/2024	MSWD	CV Water Counts Academy	2
02/21/2024	MSWD	Water Talks	2
02/23/2024	Cabot's Pueblo Museum	Cultural Weekend-Mata Ortiz & Hopi	2
02/23/2024	Quail Valley Association	QV Fundraiser Event	3
02/27/2024	Desert Springs Middle School	Career Day	5
02/28/2024	Bella Vista Elementary School	Family Reading Night	5
02/29/2024	Painted Hills Middle School	Black History Month	5
Total			40



APPENDIX A – Finance & Accounting Information

MISSION SPRINGS WATER DISTRICT
 COMBINED FUNDS
 DISTRICT SUMMARY
 JULY 1, 2023 TO FEBRUARY 29, 2024

Item 19.

YEAR TO DATE				JULY 1, 2022 TO FEBRUARY 29, 2023			
ACTUAL	BUDGET	FAVORABLE	FAVORABLE	ACTUAL	BUDGET	FAVORABLE	FAVORABLE
		(UNFAVORABLE)	(UNFAVORABLE)			(UNFAVORABLE)	(UNFAVORABLE)
		VARIANCE	VARIANCE			VARIANCE	VARIANCE
		AMOUNT	PERCENT			AMOUNT	PERCENT
14,794,801	14,178,392	616,409	4%	14,027,703	13,757,616	270,087	2%
13,016,635	15,754,657	2,738,023	17%	10,727,028	11,451,865	724,837	6%
<u>1,778,166</u>	<u>(1,576,265)</u>	<u>3,354,432</u>	<u>213%</u>	<u>3,300,675</u>	<u>2,305,751</u>	<u>994,924</u>	<u>43%</u>
5,648,303	6,147,185	(498,882)	-8%	2,678,198	2,450,924	227,274	9%
666,256	709,256	43,000	6%	439,760	1,136,204	696,444	61%
<u>4,982,047</u>	<u>5,437,929</u>	<u>(455,882)</u>	<u>-8%</u>	<u>2,238,438</u>	<u>1,314,720</u>	<u>923,718</u>	<u>70%</u>
<u>6,760,214</u>	<u>3,861,664</u>	<u>2,898,550</u>	<u>75%</u>	<u>5,539,113</u>	<u>3,620,471</u>	<u>1,918,642</u>	<u>53%</u>

OPERATING REVENUE:
OPERATING EXPENSE:
NET OPERATING INCOME

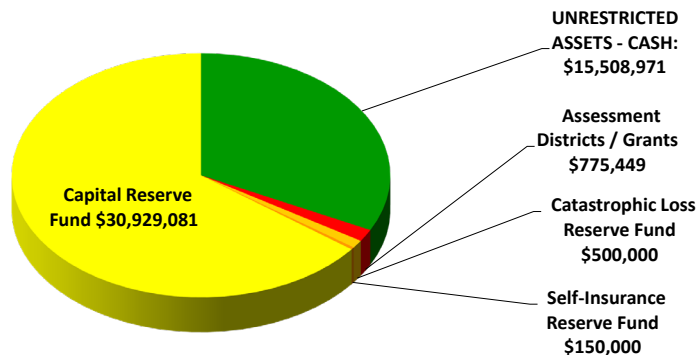
ADD NON-OPERATING REVENUE
LESS NON-OPERATING EXPENSE
NET NON-OPERATING INCOME

NET INCOME

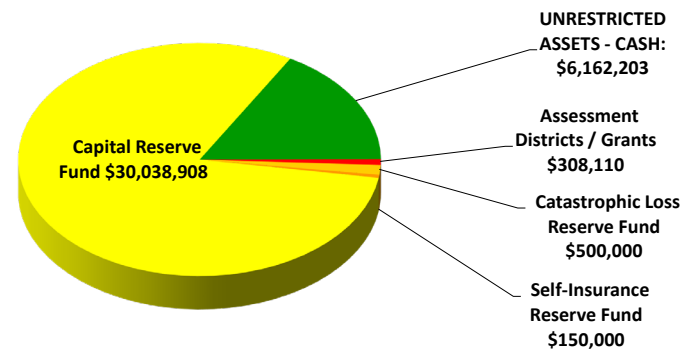
OTHER INFORMATION

	19.80	DEBT SERVICE RATIO	26.75
	0.74%	INVESTMENT RETURN	0.05%
EARNED \$	39,900	WELLS FARGO LOAN INTEREST	\$ 53,200 PAID
	\$ 42,784,058	CASH - JULY 1	\$ 47,763,075
	\$ 5,079,443	INCREASE/(DECREASE) IN CASH	\$ (10,603,853)
	<u>\$ 47,863,501</u>	CASH - END OF PERIOD	<u>\$ 37,159,222</u>
WELLS FARGO	\$ 15,508,971	UNRESTRICTED CASH	\$ 6,162,203
WELLS FARGO	\$ 562,755	RESTRICTED - ASSESSMENT DISTRICTS	\$ 675,306
CALTRUST	\$ 6,890,886	RESTRICTED - SHORT TERM FUND	\$ 6,507,866
CALTRUST	\$ 22,151,081	RESTRICTED - MEDIUM TERM FUND	\$ 21,204,603
CALTRUST	\$ 2,749,808	RESTRICTED - LIQUIDITY FUND	\$ 2,609,243
	<u>\$ 47,863,501</u>	RESTRICTED TOTAL CASH	<u>\$ 37,159,222</u>

Total Cash In Custody of MSWD 2024



Total Cash In Custody of MSWD 2023



**MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - ONGOING
FEBRUARY 29, 2024**

Item 19.

JOBNO	PROJECT TITLE	BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
		07-01-2023	02-29-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11147	WELL #42 (NEAR TO EXISTING WELL # 22)	2,414,627.28	279,744.95	2,210,777.00	1,931,032.05	2,694,372.23	4,739,000.00	2,044,627.77	ENGINEERING
11424	REGIONAL WASTEWATER TREATMENT PLANT	35,733,398.82	12,497,099.53	20,001,215.00	7,504,115.47	48,230,498.35	51,000,000.00	2,769,501.65	ENGINEERING
11425	AREA M-2 (AD #15)	634,711.19	24,248.25	10,819,868.00	10,795,619.75	658,959.44	11,450,000.00	10,791,040.56	ENGINEERING
11426	CONVEYANCE LINE FROM LS TO RWWTP	1,886,431.81	3,357,170.52	7,257,876.00	3,900,705.48	5,243,602.33	8,300,000.00	3,056,397.67	ENGINEERING
11451	CHROMIUM 6 COMPLIANCE STUDY	14,489.48	4,150.00	185,511.00	181,361.00	18,639.48	200,000.00	181,360.52	ENGINEERING
11456	HWWTW INFL. PUMP STATION ODOR CONTROL	647,827.69	142.14	82,745.00	82,602.86	647,969.83	730,000.00	82,030.17	ENGINEERING
11566	DESIGN & ENGINEERING AREAS H & I	332,182.49	2,914.91	129,775.00	126,860.09	335,097.40	460,000.00	124,902.60	ENGINEERING
11602	ELECTRICAL PANEL/MOTOR REHAB (3 SITES)	699,854.57	418.06	0.00	-418.06	700,272.63	741,404.00	41,131.37	PRODUCTION
11610	VISTA RESERVOIR NO. 2	125,979.40	786.29	849,448.00	848,661.71	126,765.69	975,427.00	848,661.31	ENGINEERING
11611	WELL REHABILITATION PROGRAM - WELL 22	315,712.46	224,026.56	1,328,219.00	1,104,192.44	539,739.02	1,560,000.00	1,020,260.98	PRODUCTION
11618	DESIGN & ENGINEERING FOR AREAS A & G	526,554.15	32,126.11	1,099,118.00	1,066,991.89	558,680.26	1,600,000.00	1,041,319.74	ENGINEERING
11621	ADMIN BUILDING	1,523,556.61	8,886.14	16,802,667.00	16,793,780.86	1,532,442.75	33,300,000.00	31,767,557.25	ADMINISTRATION
11657	SEWER SYSTEM COLLECTIONS	560,651.81	214.27	192,873.00	192,658.73	560,866.08	750,000.00	189,133.92	ENGINEERING
11666	EMERGENCY BACKUP GENERATOR WELL 27/31	18,098.29	3,761.21	395,166.00	391,404.79	21,859.50	411,002.00	389,142.50	ENGINEERING
11667	EMERGENCY BACKUP GENERATOR WELL 32	18,008.94	3,758.00	284,230.00	280,472.00	21,766.94	300,331.00	278,564.06	ENGINEERING
11668	EMERGENCY BACKUP GENERATOR WELL 37	18,043.56	3,759.94	284,200.00	280,440.06	21,803.50	300,331.00	278,527.50	ENGINEERING
11716	PORTABLE BOOSTER/TRANSFER PUMP	0.00	148,226.35	180,000.00	31,773.65	148,226.35	180,000.00	31,773.65	PRODUCTION
11717	TRAILER MOUNTED PORTABLE GENERATORS	0.00	134,412.94	537,375.00	402,962.06	134,412.94	537,375.00	402,962.06	CONSTRUCTION & MAINT.
11741	35C WELL REHABILITATION	14,226.50	4,946.65	2,685,773.00	2,680,826.35	19,173.15	2,700,000.00	2,680,826.85	ENGINEERING
11742	34C WELL REHABILITATION	13,269.15	157,571.31	464,997.00	307,425.69	170,840.46	475,000.00	304,159.54	ENGINEERING
11743	INSTALL 18-INCH INTERTIE LINE	685.19	2,153.03	1,100,000.00	1,097,846.97	2,838.22	1,100,000.00	1,097,161.78	ENGINEERING
11769	19TH-20TH AVES & LITTLE MORONGO ROADWAY PROJECT	44,736.64	41,532.06	286,768.00	245,235.94	86,268.70	309,000.00	222,731.30	ENGINEERING
11790	2024 - NEW METERS 3/4" - 2"	0.00	211,653.72	350,000.00	138,346.28	211,653.72	350,000.00	138,346.28	FIELD SERVICES
TOTAL		45,543,046.03	17,143,702.94	67,528,601.00	50,384,898.06	62,686,748.97	122,468,870.00	59,782,121.03	
23 records									

**MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - PAUSED
FEBRUARY 29, 2024**

JOBNO	PROJECT TITLE	BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
		07-01-2023	02-29-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
11087	HORTON WWTP EXPANSION #5	152,615.52	0.00	0.00	0.00	152,615.52	13,404,000.00	13,251,384.48	ENGINEERING
11159	1530 ZONE REDBUD TANK #2 LAND AND CONSTR	70,708.46	0.00	9,292.00	9,292.00	70,708.46	80,000.00	9,291.54	ENGINEERING
11205	I-10 & INDIAN SEWER COLLECTION SYSTEM	594,668.44	0.00	57,332.00	57,332.00	594,668.44	652,000.00	57,331.56	ENGINEERING
11282	MISSION CREEK - 80 ACRES	325,077.18	0.00	0.00	0.00	325,077.18	328,000.00	2,922.82	ENGINEERING
11472	AREA J-2	293,853.72	0.00	6,146.00	6,146.00	293,853.72	300,000.00	6,146.28	ENGINEERING
11498	HWWTP PERCOLATION POND REHAB	28,181.34	0.00	0.00	0.00	28,181.34	42,000.00	13,818.66	WASTEWATER
11556	HWWTP ASU DEMOLITION	45,077.20	0.00	122,198.00	122,198.00	45,077.20	167,275.00	122,197.80	ENGINEERING
11557	HWWTP PERCOLATION PONDS (2)	350,213.58	0.00	29,786.00	29,786.00	350,213.58	380,000.00	29,786.42	WASTEWATER
11598	BLOCK WALL AT CORP YARD & WASTEWATER FACILITY	1,451.86	0.00	153,548.00	153,548.00	1,451.86	155,000.00	153,548.14	ENGINEERING
11599	BLOCK WALL/FENCE AT TERRACE RESERVOIR	25,947.91	0.00	200,340.00	200,340.00	25,947.91	226,288.00	200,340.09	ENGINEERING
11600	BOOSTER PUMP REHAB PROGRAM	119,375.93	0.00	80,515.00	80,515.00	119,375.93	150,000.00	30,624.07	PRODUCTION
11601	MODULAR ENCL FOR CHLORINE EQUIP AT WELL SITES	88,417.25	0.00	38,018.00	38,018.00	88,417.25	124,180.00	35,762.75	PRODUCTION
11604	PAVEMENT REPAIRS - CORP YARD	43,757.39	0.00	301,818.00	301,818.00	43,757.39	345,575.00	301,817.61	ENGINEERING
11607	TERRACE RESERVOIR NO. 1	30,667.76	0.00	723,675.00	723,675.00	30,667.76	754,343.00	723,675.24	ENGINEERING
11608	TERRACE RESERVOIR NO. 2	32,374.80	0.00	782,086.00	782,086.00	32,374.80	814,461.00	782,086.20	ENGINEERING
11609	TERRACE RESERVOIR NO. 3	30,882.54	0.00	330,480.00	330,480.00	30,882.54	361,363.00	330,480.46	ENGINEERING
11613	HWWTP ABOVE GROUND PIPING & APPURTENANCE REHAB	343.68	0.00	149,656.00	149,656.00	343.68	150,000.00	149,656.32	ENGINEERING
11617	HWWTP SCADA UPGRADES	40,080.36	0.00	94,006.00	94,006.00	40,080.36	129,008.00	88,927.64	WASTEWATER
11622	2020 WATER CIP PIPELINE REPLACEMENT	275,188.54	0.00	1,989,786.00	1,989,786.00	275,188.54	2,264,975.00	1,989,786.46	ENGINEERING
11665	WELL AND RESERVOIR SITES SECURITY CAMERAS	2,366.86	0.00	222,708.00	222,708.00	2,366.86	225,075.00	222,708.14	PRODUCTION
11689	FILTRATION FOR HWWTP	108,952.07	0.00	1,391,082.00	1,391,082.00	108,952.07	1,500,000.00	1,391,047.93	ENGINEERING
11691	MUNICODE WEBSITE	9,021.78	0.00	0.00	0.00	9,021.78	31,000.00	21,978.22	ADMINISTRATION
11692	MUNICODE AGENDA	7,214.25	0.00	0.00	0.00	7,214.25	20,000.00	12,785.75	ADMINISTRATION
11693	GQPP AREA D3-1 SEWER DESIGN	8,840.75	0.00	147,159.00	147,159.00	8,840.75	156,000.00	147,159.25	ENGINEERING
11720	WELL REHAB PROGRAM DESIGN - 2022 FY	53,528.31	2,047.50	66,472.00	64,424.50	55,575.81	120,000.00	64,424.19	PRODUCTION
11733	ADMINISTRATION OFFICE REPAIRS DRYWL/PAINT	35,339.27	0.00	99,661.00	99,661.00	35,339.27	135,000.00	99,660.73	ADMINISTRATION
11776	ENERGY CONSERVATION AND EFFICIENCY SVCS PLAN	5,614.75	17,640.94	50,000.00	32,359.06	23,255.69	70,000.00	46,744.31	ADMINISTRATION
TOTAL		2,779,761.50	19,688.44	7,045,764.00	7,026,075.56	2,799,449.94	23,085,543.00	20,286,093.06	
27 records									

NOT STARTED

**MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - NOT STARTED
FEBRUARY 29, 2024**

Item 19.

JOBNO	PROJECT TITLE	BEG BAL 07-01-2023	YEAR TO DATE 02-29-24	2024 BUDGET	FY 2024 BUDGET TO ACTUAL	TOTAL COST	ADOPTED BUDGET	BALANCE OF BUDGET	DEPARTMENT RESPONSIBLE
11460	WELL 29 CHROMIUM 6 TREATMENT DESIGN	0.00	0.00	200,000.00	200,000.00	0.00	200,000.00	200,000.00	ENGINEERING
11719	RESERVOIR REHAB PROGRAM DESIGN - 2022 FY	0.00	0.00	120,000.00	120,000.00	0.00	120,000.00	120,000.00	PRODUCTION
11737	PIERSON BLVD SLURRY SEAL PROJECT	0.00	0.00	183,000.00	183,000.00	0.00	183,000.00	183,000.00	ENGINEERING
11738	RIVERSIDE CTY MOUNTAIN VIEW RESURFACING PROJ	0.00	0.00	33,000.00	33,000.00	0.00	33,000.00	33,000.00	ENGINEERING
11787	JOHN DEERE 3032E COMPACT UTILITY TRAILER	0.00	0.00	32,000.00	32,000.00	0.00	32,000.00	32,000.00	WASTEWATER
11788	MUFFIN MONSTER 6" INLINE GRINDER	0.00	0.00	15,100.00	15,100.00	0.00	17,100.00	17,100.00	WASTEWATER
11789	WACHS ERV-750 VALVE MACHINE	0.00	0.00	42,000.00	42,000.00	0.00	42,000.00	42,000.00	CONSTRUCTION & MAINT.
11791	ERP SYSTEM REPLACEMENTS	0.00	0.00	1,710,000.00	1,710,000.00	0.00	1,710,000.00	1,710,000.00	INNOVATION & TECHNOLOGY
11809	13TH AVE DAMAGE: TSTORM HILARY	0.00	3,458.64	70,000.00	66,541.36	3,458.64	100,000.00	96,541.36	ENGINEERING
11810	THOMAS DR DAMAGE: TSTORM HILARY	0.00	3,458.64	75,000.00	71,541.36	3,458.64	105,000.00	101,541.36	ENGINEERING
11811	INDIAN CANYON DAMAGE: TSTORM HILARY	0.00	8,013.82	230,000.00	221,986.18	8,013.82	230,000.00	221,986.18	ENGINEERING
11812	LITTLE MORONGO DAMAGE: TSTORM HILARY	0.00	0.00	30,000.00	30,000.00	0.00	30,000.00	30,000.00	ENGINEERING
11813	MISSION LAKES DAMAGE: TSTORM HILARY	0.00	3,578.88	150,000.00	146,421.12	3,578.88	650,000.00	646,421.12	ENGINEERING
TOTAL		0.00	18,509.98	2,890,100.00	2,871,590.02	18,509.98	3,452,100.00	3,433,590.02	
13 records									

COMPLETED

**MISSION SPRINGS WATER DISTRICT
CAPITAL IMPROVEMENT PROJECTS - COMPLETED
FEBRUARY 29, 2024**

Item 19.

JOBNO	PROJECT TITLE	BEG BAL	YEAR TO DATE	2024	FY 2024 BUDGET	TOTAL	ADOPTED	BALANCE	DEPARTMENT
		07-01-2023	02-29-24	BUDGET	TO ACTUAL	COST	BUDGET	OF BUDGET	RESPONSIBLE
10371	SEWER LINE ENCASUREMENT I-10 CROSSING @ INDIAN	251,972.22	0.00	0.00	0.00	251,972.22	251,972.00	-0.22	ENGINEERING
10693	WELL SITE-WORSLEY RD NORTH-27 ACRES	39,326.00	0.00	0.00	0.00	39,326.00	39,326.00	0.00	ENGINEERING
10702	WELL SITE WORSLEY-ENV/ENG	2,404.50	0.00	0.00	0.00	2,404.50	2,405.00	0.50	ENGINEERING
10969	PRELIM DESIGN/ENG HORTON WWTP EXP# 5	171,702.93	0.00	0.00	0.00	171,702.93	171,703.00	0.07	ENGINEERING
11032	FINAL DESIGN HORTON WWTP EXP #5	940,340.32	0.00	0.00	0.00	940,340.32	940,340.00	-0.32	ENGINEERING
11076	WELL #38 DESIGN & ENVIRONMENTAL	366,443.48	0.00	0.00	0.00	366,443.48	375,000.00	8,556.52	ENGINEERING
11088	EIR HORTON WWTP EXPANSION #5	71,415.62	0.00	0.00	0.00	71,415.62	71,416.00	0.38	ENGINEERING
11392	WELL & BOOSTER SCADA ENHANCEMENT	29,207.20	0.00	0.00	0.00	29,207.20	30,000.00	792.80	PRODUCTION
TOTAL		1,872,812.27	0.00	0.00	0.00	1,872,812.27	1,882,162.00	9,349.73	
8 records									



APPENDIX B – Wastewater & Water Production Tables

WASTEWATER REPORT

SEWER CONNECTION SUMMARY													
	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
July	4	4	18	8	7	9	51	2	1	139	2	0	0
August	12	26	20	4	1	8	53	2	4	214	4	0	2
September	17	20	20	5	2	12	8	11	2	90	2	1	0
October	3	13	36	9	4	8	12	4	21	65	8	2	1
November	7	8	29	50	10	9	7	7	1	52	18	7	3
December	21	8	12	9	3	3	64	1	0	86	22	11	2
January	2	35	14	21	7	1	16	8	3	27	3	11	1
February	1	4	7	23	5	1	42	0	3	5	46	6	1
March		24	17	48	1	0	23	5	0	31	16	2	1
April		16	7	18	3	3	15	30	0	8	95	14	3
May		9	16	17	11	3	20	45	7	13	98	3	2
June		4	2	21	7	3	6	70	4	4	72	2	0
Annual	67	171	198	233	61	60	317	185	46	734	386	59	16

Connections to Sewer Collection System:
 As of June 30, 2023 8,836
 Plus YTD 67
Total Sewer Connections = 8,903

WASTEWATER FLOW MGD				
2023/24	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.922043	2.149212	0.050983	0.071200
August	1.929369	2.592078	0.047453	0.067540
September	2.037218	2.182773	0.046081	0.055570
October	2.050049	2.173503	0.040804	0.051000
November	2.065661	2.265582	0.046158	0.059550
December	2.037725	2.208722	0.045566	0.057730
January	2.014687	2.152567	0.045226	0.049620
February	1.999080	2.184408	0.047016	0.053920
March				
April				
May				
June				

WASTEWATER FLOW MGD				
2022/23	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.980020	2.086591	0.038856	0.045610
August	2.007484	2.156507	0.043378	0.051750
September	2.085598	2.243680	0.042339	0.047130
October	1.980283	2.266199	0.045616	0.052230
November	1.966075	2.124845	0.045861	0.050330
December	1.963779	2.145901	0.041817	0.050300
January	1.954007	2.142796	0.043181	0.048220
February	1.917610	2.093768	0.041724	0.056170
March	1.977725	2.134190	0.042863	0.047530
April	2.047194	2.217048	0.037373	0.047160
May	1.977976	2.188987	0.040162	0.059330
June	1.938862	2.058816	0.049741	0.067470

WATER REPORT

WATER CONNECTION SUMMARY													
	2023/24	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12
July	5	6	18	7	4	5	7	2	0	0	1	0	0
August	14	28	19	6	10	5	3	2	2	0	1	0	0
September	19	22	23	18	2	14	4	13	3	0	2	2	0
October	4	16	33	13	3	21	8	3	20	0	5	1	1
November	9	10	27	10	16	4	0	7	3	0	1	0	1
December	5	9	9	2	17	3	3	2	0	0	2	0	0
January	5	26	14	15	6	3	20	1	1	2	2	0	0
February	3	14	8	13	8	5	11	1	0	1	0	1	0
March		29	19	16	2	3	6	5	0	12	0	0	4
April		24	6	11	1	3	7	11	2	7	0	1	4
May		16	19	15	12	5	11	9	8	2	0	1	2
June		5	1	24	11	2	8	2	10	1	0	0	0
Annual	64	205	196	150	92	73	88	58	49	25	14	6	12
Avg./ Mo.	5.33	17.08	16.33	12.50	7.67	6.08	7.33	4.83	4.08	2.08	1.17	0.50	1.00

Connections to Water System:
 As of June 30, 2023 13,542
 Plus YTD 64
Total Water Connections = 13,606

WATER PRODUCTION SUMMARY													
	FY 2023/24	Variance from prior year		FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18	FY 2016/17	FY 2015/16	FY 2014/15	FY 2013/14
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	789.99	38.20	5.08%	751.79	796.57	857.77	853.23	857.20	835.87	714.50	659.11	859.00	942.82
August	737.74	-112.45	-13.23%	850.19	839.93	885.31	795.18	806.47	829.93	808.54	706.62	730.71	828.60
September	675.06	-40.97	-5.72%	716.03	738.65	784.80	757.08	689.47	712.40	679.54	657.37	800.67	813.20
October	709.23	17.25	2.49%	691.98	665.18	755.84	709.39	709.81	733.86	678.33	575.86	716.30	716.09
November	629.05	29.66	4.95%	599.39	679.85	690.13	619.87	631.75	642.41	601.89	582.22	533.69	557.05
December	529.99	-24.28	-4.38%	554.27	565.48	588.32	537.23	502.16	584.24	520.63	503.10	590.83	633.09
January	556.57	26.18	4.94%	530.39	580.28	537.96	553.20	570.20	599.52	465.10	431.38	526.86	582.86
February	458.69	-31.72	-6.47%	490.41	527.34	495.61	520.85	415.49	512.79	453.39	483.92	506.49	522.87
March		-	0.00%	500.37	601.44	625.80	557.73	490.92	536.09	549.50	514.05	614.94	603.89
April		-	0.00%	552.34	624.07	649.34	573.02	635.08	644.06	540.56	502.36	622.58	664.05
May		-	0.00%	726.25	745.36	723.62	698.99	598.36	697.15	731.81	601.83	590.28	708.18
June		-	0.00%	682.09	730.02	761.63	806.02	710.39	688.74	732.68	685.93	706.34	812.96
TOTAL	5,086.32	-98.13	-1.89%	7,645.50	8,094.17	8,356.13	7,981.79	7,617.30	8,017.06	7,476.47	6,903.75	7,798.69	8,385.66

APPENDIX C – Federal Update from Carpi & Clay

Mission Springs Water District Federal Update

February 29, 2024

FY24 Appropriations Update

Congress has reached a deal to avoid a partial government shutdown this week. Congress will be taking action to pass another short-term Continuing Resolution (CR). The new CR will continue to be a laddered CR with two different deadlines. The first deadline will be March 8th for the following appropriations bills: Agriculture-FDA, Commerce-Justice-Science, Energy and Water Development, Interior and the Environment, Military Construction-Veterans Affairs, and Transportation-Housing and Urban Development. This extension will give both chambers time to vote on the first package of six appropriations bills and continue negotiations over the remaining six bills. The first round of votes on the initial package of six bills is slated for next week. This afternoon, the new CR passed the House by a vote of 320-99 and is expected to be considered in the Senate this evening.

President Biden to Send Budget Proposal on March 11th

Following the State of the Union on March 7th, President Biden is expected to send his FY25 budget proposal to Congress on March 11th. The release of the President's budget is expected to start the FY25 appropriations process in Congress.

Agencies Release 2023 Equity Action Plan Updates

All federal agencies released updates to their Equity Action Plans, as directed by Executive Order (EO) 14901, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*. The updates detail progress by each agency in 2023 toward meeting Biden administration environmental justice (EJ) and equity goals. Equity Action Plan 2023 Updates listed by agency can be found [HERE](#).

Senator Padilla Introduces LIHWAP Legislation

Senator Padilla introduced the *Low-Income Household Water Assistance Program (LIHWAP) Establishment Act*. The legislation would establish a permanent, nationwide water assistance program to provide assist households with lower incomes in paying arrearages and other rates charged for drinking water or wastewater services. A section-by-section summary is available [HERE](#), a one-page summary is available [HERE](#), and bill text is available [HERE](#).

McConnell Will Step Down as Senate Republican Leader

On February 28th, Senate Minority Leader Mitch McConnell (R-KY) announced he will not seek another term as leader of the Senate Republican Conference. McConnell has led Senate Republicans since 2007 and is the longest serving Senate party leader in U.S. history. He said he intends to serve the remainder of his Senate term that expires in January 2027.

Special Election Results

In the special election in New York's 3rd Congressional District, former Representative Tom Suozzi won election to the seat occupied by expelled former Representative George Santos and assumed office on February 28th. House Republicans now have a five-seat majority with 219 members to 213 Democrats, with three vacancies.

Additional Members Announce Retirement

This month, additional Representatives announced their intent to retire at the end of the 118th Congress, many of these retirements include Committee Chairs. They are:

- Representative Cathy McMorris Rodgers (R-WA), Chair of the Committee on Energy & Commerce
- Representative Mark Green (R-TN), Chair of the Committee on Homeland Security
- Representative Mike Gallagher (R-WI)
- Delegate Gregorio Sablan (D-MP)

Congressional Letters

Democratic Members Urge EPA to Strengthen Lead and Copper Rule. Democratic Senators Tammy Duckworth (IL), Cory Booker (NJ), along with Representatives Debbie Dingell (MI) and Rashida Tlaib (MI), led a [letter](#) to EPA Administrator Michael Regan urging changes to the final Lead and Copper Rule proposal released in December 2023. The lawmakers urge EPA to require expedited replacement of lead service lines, ensure that individual property owners do not have to pay for lead service line replacement, require comprehensive testing for lead in schools and childcare facilities, strengthen reporting requirements, and better enforce existing regulations. EPA is expected to finalize the Lead and Copper Rule proposal by this fall.

Senators and Representatives Call on IRS to Clarify Tax Status of Lead Replacement Grants. A bipartisan group of Senators and Representatives, led by Senators Amy Klobuchar (D-MN) and Deb Fischer (R-NE), wrote a [letter](#) to Internal Revenue Service (IRS) Commissioner Danny Werfel urging the agency to clarify the tax status of lead pipe replacement grants. The letter mentions that IRS' General Welfare Exclusion exempts "taxpayers from reporting legislatively provided payments that promote public health as taxable income" and that the agency should extend this guidance to property owners that receive funds to replace lead service lines.

Federal Funding Opportunities & Announcements

DOL Announces Growth Opportunities NOFO. The Department of Labor (DOL) released a [NOFO](#) for the availability of \$85 million through the Growth Opportunities program. The grants will fund education, skills training, supportive services, and paid work experience for youth in the justice system. Applications are due by April 2nd.

EPA to Host Three Grants Webinars in Late March. The Environmental Protection Agency (EPA) will host three webinars on its grant programs in late March:

- [Competition Process Webinar](#) – March 26th at 1:00 pm ET;
- [Procurement, Subawards, and Participant Support Costs Webinar](#) – March 27th at 11:30 am ET; and
- [New EPA Davis-Bacon Grant Term and Condition Webinar](#) – March 28th at 12:30 pm ET.

EPA Announces \$1 Billion in Funding for 100 Superfund Sites. EPA [announced](#) \$1 billion in funding for cleanup projects at over 100 Superfund Sites, including [25 new projects](#). The IIJA authorized funding will support continued efforts to remediate former manufacturing facilities, processing plants, landfills, and mining sites with hazardous waste and toxic chemicals that pose a risk to the health of residents in adjacent communities.

Federal Agency Personnel/Regulatory Announcements

OMB Releases Federal Program Inventory. The White House Office of Management and Budget (OMB) released the [Federal Programs Inventory](#) webpage to provide information about all federal programs that provide grants, loans, or direct payments. The inventory includes objectives, estimated spending, and actual spending for each program.

EDA Announces Deployment of Economic Recovery Corps. The Economic Development Administration (EDA) [announced](#) the inaugural deployment of the Economic Recovery Corps. EDA will deploy 65 professionals to communities nationwide for 2.5 years to advance regional projects and enhance economic development capacity for under-resourced communities.

EPA Announces Acting Deputy Administrator. EPA announced that Bruno Pigott will serve as Acting Deputy Administrator following the departure of Deputy Administrator Radhika Fox. Pigott currently serves as Principal Deputy Assistant Administrator for Water and has been with the agency since 2021.

EPA Releases Listing of Specific PFAS as Hazardous Constituents NPRM. EPA released an [NPRM](#) titled “Listing of Specific Per- and Polyfluoroalkyl Substances as Hazardous Constituents.” The NPRM would add nine per- and polyfluoroalkyl substances (PFAS), their salts, and their structural isomers, to its list of hazardous constituents under the Resource Conservation and Recovery Act (RCRA). Comments are due by April 8th.

EPA Releases Hazardous Waste from Solid Waste Management Units NPRM. EPA released an [NPRM](#) titled “Definition of Hazardous Waste Applicable to Corrective Action from Solid Waste Management Units.” The NPRM would amend the definition of hazardous waste applicable to corrective action to address releases from solid waste management units at RCRA-permitted treatment, storage, and disposal facilities and would require corrective action for any substance that meets the statutory definition of hazardous waste, including PFAS. Comments are due by March 11th.

EPA Announces Expansion of Closing Wastewater Access Gap Initiative. EPA announced an expansion of the [Closing America’s Wastewater Access Gap Community Initiative](#) to an additional 150 communities. The initiative partners with underserved communities to provide technical assistance on accessing federal wastewater funding. EPA is accepting technical assistance requests on a rolling basis and interested communities can make a request [HERE](#).

EPA CRWU Initiative Releases EJ StoryMap. EPA’s Creating Resilient Water Utilities (CRWU) Initiative released its new [EJ StoryMap](#). The resource provides water utilities with information to incorporate EJ priorities into their climate adaption planning process.

FEMA Releases Update to Mitigation Action Portfolio. The Federal Emergency Management Agency (FEMA) released an [update](#) to its Mitigation Action Portfolio (MAP). MAP features Hazard Mitigation Assistance Program project ideas that address all types of natural hazards, including coastal and inland flooding, wildfire, droughts, and landslides.

Reclamation Announces Partnership with Seven Non-Profits. Reclamation [announced](#) partnerships with seven non-profits to fill youth and entry-level internships. The five-year partnerships will allow Reclamation to assist the selected non-profits by cost-sharing the recruitment and placement of youth interns and resource assistants.

Reclamation Releases Study on Colorado River Evaporation. Reclamation released a [report](#), titled “Mainstream Evaporation and Riparian Evapotranspiration Study,” detailing that 1.3 million acre-feet of water evaporated annually between Lake Mead and the border with Mexico from 2017 to 2021. The report did not account for water lost to leaks or seepage from diversion of the river through reservoirs, canals, or other infrastructure.

USACE and Reclamation Release Joint Infrastructure Report. The U.S. Army Corps of Engineers (USACE) and Reclamation released a [joint report](#) entitled “State of the Infrastructure: A Joint Report by the Bureau of Reclamation and the U.S. Army Corps of Engineers.” The report provides a high-level overview of the infrastructure asset portfolio and related asset management practices, collaboration efforts, and future strategies.

##

APPENDIX D – Public Affairs Information

MSWD Earns Top Honors From Regional California Water Environment Association

MSWD recently took home three awards, including Small Plant of the Year, Collection System Person of the Year, and Community Engagement & Outreach Project of the Year, during a special awards ceremony hosted by the California Water Environment Association and its Colorado River Basin Section.

Collection Operator II Joseph (Joey) McElrone was named 2023 Collection System Person of the Year.



McElrone is responsible for inspecting, maintaining, and repairing the District's sewers and wastewater system.

MSWD also took home top honors for plant operations at the Alan L. Horton Wastewater Treatment Plant (small plant category) and the Community Engagement & Outreach Project of the Year (small plant category) for its Water 101 educational series.

Founded in 1928, CWEA unites wastewater professionals from throughout the state. Together, they address real-time issues, develop and deliver cutting-edge training, raise awareness of the profession, and shape the future of wastewater.

Beware of Impostor Water Agency Workers

Last month, residents of San Diego County received a warning about impostor water agency "workers" engaging in suspicious activities. This serves as a reminder for all of us to remain vigilant and cautious in our interactions with strangers. To ensure the safety and security of your home and loved ones, here are a few key steps to follow:

Verify Identity: If someone claiming to be from your water agency knocks on your door, take the time to verify their identity. Legitimate representatives will have proper identification and will not hesitate to provide it for your peace of mind.

Don't Hesitate to Ask Questions: If you have any doubts or concerns about the authenticity of the visit, don't hesitate to ask questions. Genuine water agency representatives will be happy to address your concerns and provide information about their purpose.



Call the Official Number: In case of any doubts, reach out to your water agency directly. Call the official contact number, such as MSWD at 760-329-6448, to confirm the legitimacy of the visit.

Get help paying your water or sewer bill.

APPLY TODAY!

Visit www.csd.ca.gov/WaterBill





THE BRIDGE...TO BETTER

Word of Life Fellowship Center
64565 Pierson Boulevard
Desert Hot Springs, CA 92240

14080 Palm Drive, Ste. -- PO Box 243 -- Desert Hot Springs , CA 92240 -- (760) 671-5245 (Office)

February 10, 2024

Dear Mission Springs Water District,

Thank you for your continuing support to The Bridge to Better Homeless Project at the Word of Life Fellowship Hall in Desert Hot Springs. Your \$500 donation will enable us to provide water to our homeless population when we pack the 120 lunches every Tuesday. You may have heard DHS now has a temporary homeless shelter called the Access Hub located on the corner of Mesquite and Hacienda. Through a grant from Desert HealthCare, we are able to provide a medical health van on the third Thursday of each month at the Access Hub. This allows us to have a central location in town where we can provide clothing, showers, haircuts, and referrals to other services.

We appreciate the opportunity to have a partnership with MSWD and invite you to come see the Medical Van in action from 8am- 11am. We hope to continue all our efforts to help people who are experiencing homelessness in DHS.

Thank you again for being partners in the endeavor,
Sincerely,

A handwritten signature in black ink that reads "Sally Hedberg". The signature is written in a cursive, flowing style.

Sally Hedberg, Volunteer Outreach, The Bridge to Better



MSWD Digital Marketing & Website Report

Website, Social, and Marketing Performance

Feb 1 - 29, 2024

Casey Dolan

Casey Dolan Consulting LLC

Google Ads Campaigns

Impressions
MSWD

352,562

Clicks
MSWD

1,016

CTR
MSWD

0.29%

GOOGLE ADS CAMPAIGN PERFORMANCE
MSWD

Ad group	Impr.	Clicks	CTR
MSWD Fog / Bin Campaign	137,609	801	0.58%
MSWD Water Talks 2.21	99,480	83	0.08%
MSWD Bill Assistance (Man)	50,397	54	0.11%
MSWD Bill Assistance (Woman)	50,219	58	0.12%
Rain Sprinklers	14,857	20	0.13%
	352,562	1,016	0.29%

WATER
THE AS WITH MSWD

FEBRUARY: FLEET ELECTRIFICATION MAKING THE TRANSITION TO ELECTRIC VEHICLES

DATE: FEBRUARY 21, 2024
TIME: 5-6 PM

LOCATION: DHS LIBRARY 14380 PALM DR
DESERT HOT SPRINGS

NICK BLAIR, MPP
STATE RELATIONS ADVOCATE
ASSOCIATION OF CA
WATER AGENCIES

REGISTER NOW

BILL ASSISTANCE AVAILABLE!

READ MORE

MSWD
Mission Springs Water District

Avoid FOG Clogs

Keep fats, oils & grease away from drains

MSWD
Mission Springs Water District

FREE WATER FROM MOTHER NATURE

REMEMBER TO TURN OFF YOUR SPRINKLERS



MSWD
Mission Springs Water District

Meta Campaign Performance


Includes Facebook and Instagram campaigns

Campaign performance				
MSWD				
Campaign	Link Clicks	Impr.	Reach	Page Likes
Water Talks 2.21	235	38,546	10,955	0
MSWD FOG - Green Bin Feb 2024	65	74,949	41,538	0
MSWD Bill Assistance Video - Feb 2024	48	11,477	3,376	0
MSWD Rain - Sprinkler Message - Feb 2024	25	19,243	18,139	0
	373	144,215	47,627	0

Item 19.




Mission Springs Water District Sponsored ·  

Click to learn more about the various resources that may be able to help you pay your water and other utility bills and expenses.



mswd.org
MSWD Bill Assistance Programs [Learn more](#)

2

 Like  Comment  Share

Mission Springs Water District
Published by Casey Dolan · 20h ·  

You may not know it, but every time you pour fat, oil, or grease (FOG) down your sink (e.g., bacon grease), you are contributing to a costly problem in the sewer collection system.



Remember to place a wastebasket in each bathroom for solid wastes like disposable diapers, creams and lotions, and personal hygiene products including non-biodegradable and "so-called" flushable wipes.




MSWD
Mission Springs Water District

PROTECTING YOUR PIPES

MSWD.ORG
Don't Let Wipes or FOGS Become Clogs [Learn more](#)
Mission Springs Water District has one simple mission: Provide, protect, ...

Mission Springs Water District Sponsored · Paid for by Mission Springs Water D... ·  

Join us for an insightful exploration into water topics shaping the future of our valley and state! 💧 ⚡ Discover sustainability, ...See more




WATER
TALKS WITH MSWD

FEBRUARY: FLEET ELECTRIFICATION MAKING THE TRANSITION TO ELECTRIC VEHICLES

NICK BLAIR, MPP
STATE RELATIONS ADVOCATE
ASSOCIATION OF CA WATER AGENCIES

DATE: FEBRUARY 21, 2024
TIME: 5-6 PM
LOCATION: DHS LIBRARY 14380 PALM DR
DESERT HOT SPRINGS

 [REGISTER NOW](#)

mswd.org
Water Talks with MSWD
JOIN MSWD FOR A MON... [Learn more](#)

Mission Springs Water District Sponsored ·  

Reminder: After it's been raining, shutoff your sprinklers for a few days and help save valuable H2O! ...See more



FREE WATER FROM MOTHER NATURE

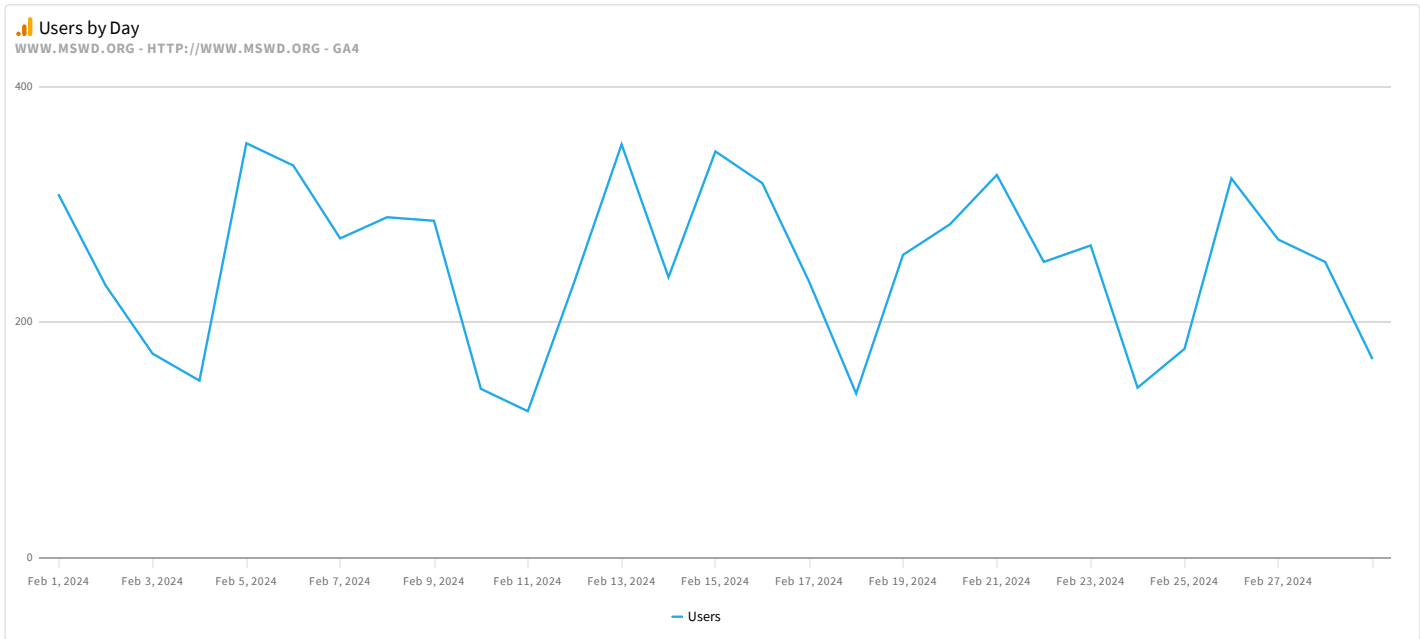
REMEMBER TO TURN OFF YOUR SPRINKLERS

MSWD
Mission Springs Water District

Mission Springs Water District
Public Utility Company [LEARN MORE](#)

Website Information

 Users <small>WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG...</small> 6,014	 Views <small>WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG...</small> 18,524	 Engaged sessions <small>WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG...</small> 5,375
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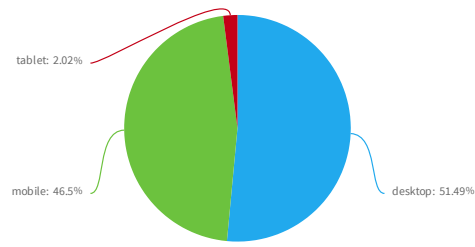


Page Title performance
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - GA4

Page Title	Views	Views per user	Users	Engaged sessions	Sessions per User	Average engagement time
Home Page Mission Springs, CA Water District	4,544	1.52	2,955	3,534	1.35	17s
New Customer Portal Mission Springs, CA Water District	3,949	1.59	2,466	2,988	1.39	15s
Online Payment System Mission Springs, CA Water District	1,256	1.75	709	637	1.17	23s
Protecting Your Pipes Mission Springs, CA Water District	1,089	1.46	738	185	1.23	4s
Bill Pay Options Mission Springs, CA Water District	978	1.55	624	589	1.24	33s
Job Opportunities Mission Springs, CA Water District	730	2.47	293	350	1.57	19s
Careers Mission Springs, CA Water District	376	1.65	226	267	1.35	19s
Search Mission Springs, CA Water District	353	2.42	146	162	1.19	52s
Water Talks with MSWD Mission Springs, CA Water District	341	1.18	276	73	1.15	4s
Bill Assistance and Resources Mission Springs, CA Water District	279	1.25	223	65	1.18	19s
	18,092	2.99	5,947	5,268	1.43	48s

Item 19.

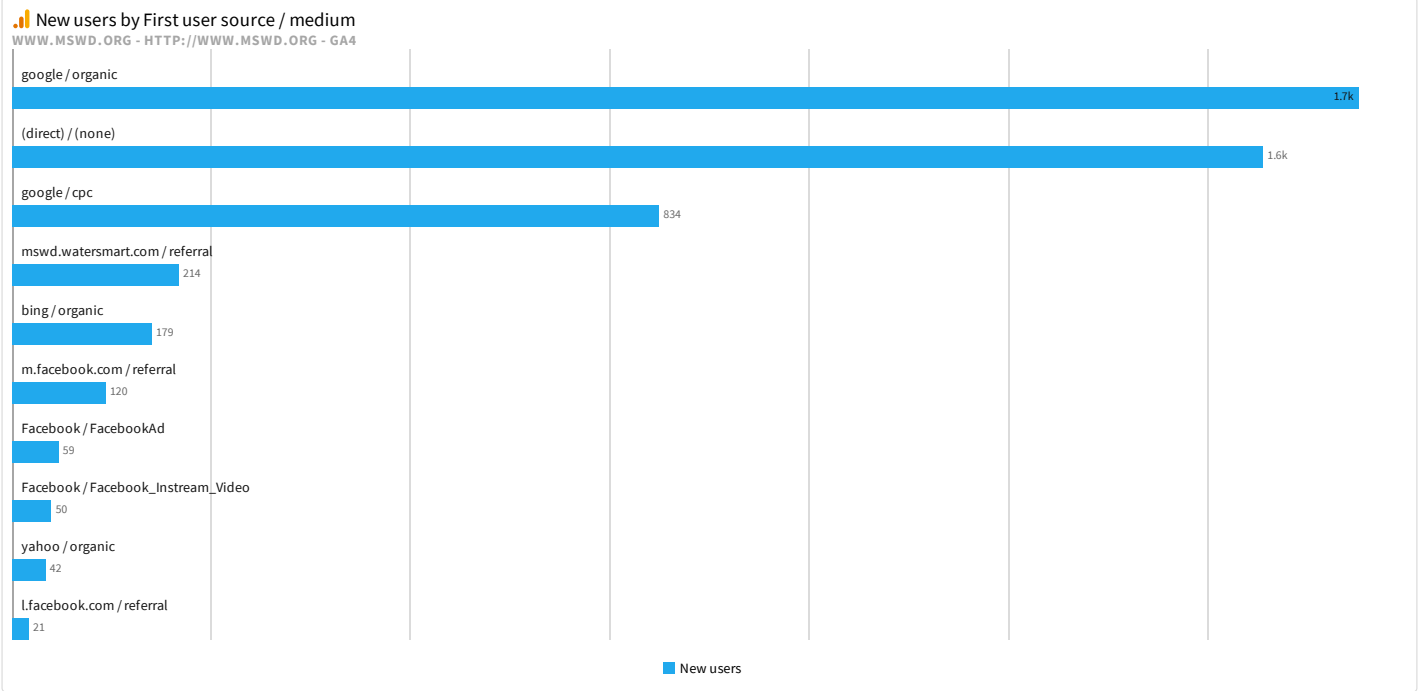
Engaged sessions by Device category
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - GA4



Users by City
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - GA4

City	Users
Los Angeles	1,349
Desert Hot Springs	1,254
(not set)	277
Indio	259
San Diego	200
Palm Springs	174
La Quinta	131
Cathedral City	119
Palm Desert	104
Riverside	75
	6,014

Item 19.






Facebook Account Overview (February 1 - 29, 2024)




<p>Posts Published</p> <p style="font-size: 24px; font-weight: bold;">14</p> <p style="font-size: 14px;">+4 40.0%</p>	<p>Total Likes</p> <p style="font-size: 24px; font-weight: bold;">1,234</p> <p style="font-size: 14px;">+5 0.4%</p>	<p>New Likes</p> <p style="font-size: 24px; font-weight: bold;">5</p> <p style="font-size: 14px;">+1 25.0%</p>	<p>Unlikes</p> <p style="font-size: 24px; font-weight: bold;">0</p>	<p>Engaged People</p> <p style="font-size: 24px; font-weight: bold;">551</p> <p style="font-size: 14px; color: red;">-719 -56.6%</p>
<p>Total Reach</p> <p style="font-size: 24px; font-weight: bold;">89,025</p> <p style="font-size: 14px; color: red;">-354 -0.4%</p>	<p>Organic Reach</p> <p style="font-size: 24px; font-weight: bold;">2,576</p> <p style="font-size: 14px; color: green;">+104 4.2%</p>	<p>Paid Reach</p> <p style="font-size: 24px; font-weight: bold;">86,672</p> <p style="font-size: 14px; color: red;">-752 -0.9%</p>	<p>Impressions</p> <p style="font-size: 24px; font-weight: bold;">106,902</p> <p style="font-size: 14px; color: red;">-11,904 -10.0%</p>	<p>Video Views</p> <p style="font-size: 24px; font-weight: bold;">5,967</p> <p style="font-size: 14px; color: green;">+1,262 26.8%</p>

3 Most Engaging Posts	3 Highest Reach Posts	3 Most Shared Posts
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Post 30604254</p> <p style="font-size: 14px;">❤️ Happy Valentine's Day, from MSWD! Today, we're sending ...</p> </div> <div style="text-align: right; font-size: 14px;">17.24%</div> </div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Rain</p> <p style="font-size: 14px;">💧 Reminder: After the Rain, shut off your sprinklers for ...</p> </div> <div style="text-align: right; font-size: 14px;">396</div> </div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Post 30269222</p> <p style="font-size: 14px;">❤️ Low-income residents with overdue water bills can recei...</p> </div> <div style="text-align: right; font-size: 14px;">3</div> </div>
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">+1 We are very proud of you Arturo!</p> </div> <div style="text-align: right; font-size: 14px;">9.46%</div> </div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Post 30269222</p> <p style="font-size: 14px;">❤️ Low-income residents with overdue water bills can recei...</p> </div> <div style="text-align: right; font-size: 14px;">341</div> </div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Rain</p> <p style="font-size: 14px;">💧 Reminder: After the Rain, shut off your sprinklers for ...</p> </div> <div style="text-align: right; font-size: 14px;">3</div> </div>
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Feb Water Talks</p> <p style="font-size: 14px;">👉 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet E...</p> </div> <div style="text-align: right; font-size: 14px;">214</div> </div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Feb Water Talks</p> <p style="font-size: 14px;">👉 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet E...</p> </div> <div style="text-align: right; font-size: 14px;">1</div> </div>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <p style="font-size: 12px;">Feb Water Talks</p> <p style="font-size: 14px;">👉 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet E...</p> </div> <div style="text-align: right; font-size: 14px;">1</div> </div>

3 Least Engaging Posts




	President's Day Happy Presidents Day! While our offices are taking a w...	2.17%
	Post 30269222 Low-income residents with overdue water bills can recei...	3.81%
	Rain Reminder: After the Rain, shut off your sprinklers for ...	4.55%

3 Lowest Reach Posts

	President's Day Happy Presidents Day! While our offices are taking a w...	46
	Join MSWD today as we host the LifeStream team!	59
	Blood Drive Join us for another MSWD LifeStream blood drive on Feb 2...	63

3 Least Shared Posts

Item 19.

	Join MSWD today as we host the LifeStream team!	0
	MSWD was proud to help judge the Coachella Valley KidWind...	0
	Blood Drive Join us for another MSWD LifeStream blood drive on Feb 2...	0

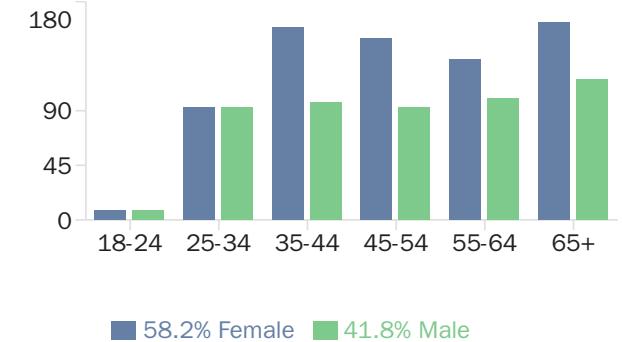
Likes By Country

1. United States of America (1,203 likes)
2. Mexico (12 likes)
3. France (4 likes)
4. India (2 likes)
5. Sierra Leone (1 like)

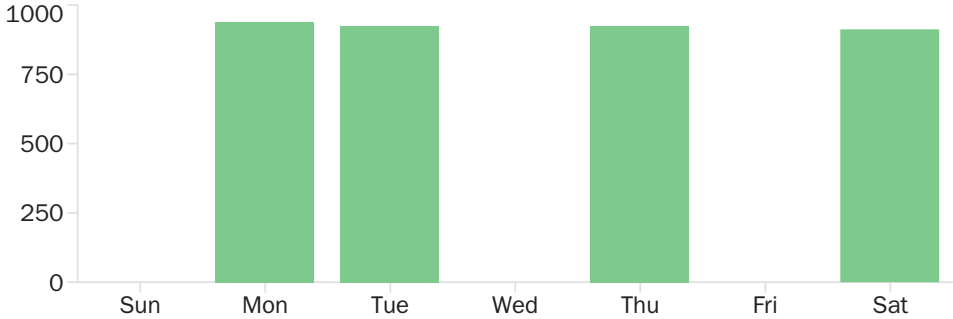
Likes By City

1. Desert Hot Springs, CA (575 likes)
2. Indio, CA (66 likes)
3. Palm Desert, CA (49 likes)
4. La Quinta, CA (48 likes)
5. Cathedral City, CA (46 likes)

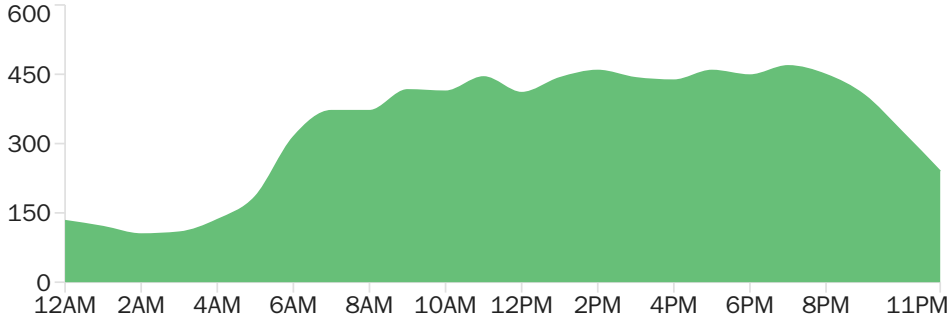
Likes by age & gender



Days your fans are online













Hours fans are online


























Item 19.



Facebook Post Metrics (February 1 - 29, 2024)

Item 19.

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Video Views
February 28, 2024 6:41 AM PST	 Image	 Join MSWD today as we host the LifeStream team!		59	3	5.08%	4	1	0	0	0
February 24, 2024 1:33 PM PST	 Image	 MSWD was proud to help judge the Coachella Valley KidWind competition held at DHS High School today. We have some innovative and talented students in our Valley.		115	8	6.96%	9	0	0	1	0
February 23, 2024 1:08 PM PST	 Image	 Blood Drive 🩸 Join us for another MSWD LifeStream blood drive on Feb 28th! 🩺❤️ Be a hero and donate blood to help those in need. Every drop counts! Sign up now and make a difference. Visit www.lstream.org/mswd ...	Event	63	4	6.35%	4	0	0	2	0
February 22, 2024 1:20 PM PST	 Multi-Image	 +1 We are very proud of you Arturo!		74	7	9.46%	6	0	0	8	0
February 21, 2024 5:02 PM PST	 Video			87	15	17.24%	7	0	0	18	78




Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Item 19.
February 21, 2024 7:07 AM PST	 Image	 <p>Engineers Week  Happy Engineering Week!  Join us in celebrating the incredible work of our water district engineers!  Their dedication and innovation keep our community's water flowing smoothly and sustaina...</p>	Event	77	4	5.19%	4	0	0	1	0
February 20, 2024 1:15 PM PST	 Image	 <p>Water Talks - Feb  Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet Electrification & CA Special Districts! MSWD is hosting a series of Water Talks for members of the DHS community who want to learn more abo...</p>	Event	149	7	4.7%	5	1	1	3	0
February 19, 2024 7:00 AM PST	 Image	 <p>President's Day  Happy Presidents Day! While our offices are taking a well-deserved break today, fear not! Our dedicated staff is still here to assist with any emergency calls regarding the district.  Just give...</p>	Customer Service	46	1	2.17%	3	0	0	0	0
February 16, 2024 12:51 PM PST	 Image	 <p>LIHWAP Program  Water affordability continues to be a challenge for low-income households across California. #LIHWAP is here to help. LIHWAP provides direct support (as much as \$5,000) to help pay current or past...</p>	Customer Service	195	10	5.13%	7	1	1	3	0

Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Item 19.
February 14, 2024 9:32 AM PST	 Image	 Post 30604254 ❤️ Happy Valentine's Day, from MSWD! Today, we're sending a special shout-out to the hardworking crews who tackle those #DirtyJobs! Our Worker Wednesday post features dedicated MSWD employees at the...	Worker Wed	134	14	10.45%	10	0	0	8	0
February 09, 2024 1:44 PM PST	 Image	 Feb Water Talks 👉 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet Electrification & CA Special Districts! MSWD is hosting a series of Water Talks for members of the DHS community who want to learn more abo...	Event	214	11	5.14%	7	0	1	7	0
February 07, 2024 7:54 AM PST	 Image	 Worker Wed 👏 Thank you to our field crews! The MSWD team works hard to keep our water and wastewater systems operating by maintaining pipes and quickly making repairs. 💧 #WorkerWednesday#ProvideProtectPreserve...	Worker Wed	141	11	7.8%	10	0	0	1	0
February 05, 2024 2:23 PM PST	 Image	 Rain 💧 Reminder: After the Rain, shut off your sprinklers for a few days and help save valuable H2O! #rain #waterconservation	Conservation/Reba...	396	18	4.55%	15	0	3	5	0




Date	Format	Post	Labels	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Item 19.
February 02, 2024 8:47 AM PST	 Image	 <p>Post 30269222 ❤️ Low-income residents with overdue water bills can receive financial assistance with #LIHWAP. Check out https://loom.ly/2cko7EM to determine if you qualify for support in paying your current or ou...</p>		341	13	3.81%	7	0	3	5	0
Total				2,091	126		98	3	9	62	78
Average				149.4	9.0	6.03%	7.0	0.2	0.6	4.4	5.6

Tweets Published	Total Likes	Total Retweets	Total Followers	Following
10 <small>+4 66.7%</small>	1	0	104 <small>+3 3.0%</small>	99

3 Most Retweeted Posts

 Post 30269222 ❤️ Low-income residents with overdue water bills can receive financial assistance with #LIHWAP. Check out https://t.co...	0
 Rain 💧 Reminder: After the Rain, shut off your sprinklers for a few days and help save valuable H2O! #rain #waterconserva...	0
 Worker Wed 🙌 Thank you to our field crews! The MSWD team works hard to keep our water and wastewater systems operating by maintai...	0

3 Most Liked Posts

 Post 30269222 ❤️ Low-income residents with overdue water bills can receive financial assistance with #LIHWAP. Check out https://t.co...	1
 Rain 💧 Reminder: After the Rain, shut off your sprinklers for a few days and help save valuable H2O! #rain #waterconserva...	0
 Worker Wed 🙌 Thank you to our field crews! The MSWD team works hard to keep our water and wastewater systems operating by maintai...	0

3 Least Retweeted Posts



Blood Drive

🩸 Join us for another MSWD LifeSteam blood drive on Feb 28th!
❤️ Be a hero and donate blood to help those in need. Ev...

0



Engineers Week

🎉 Happy Engineering Week! 💡 Join us in celebrating the work of our engineers! 🌊 Their dedication and innovation keep ...

0



Water Talks - Feb

👉 Join MSWD on Feb 21 from 5-6 p.m. to learn about Fleet Electrification & Special District Governance. Space is l...

0

3 Least Liked Posts

Item 19.



Blood Drive

🩸 Join us for another MSWD LifeSteam blood drive on Feb 28th!
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0



Engineers Week

🎉 Happy Engineering Week! 💡 Join us in celebrating the work of our engineers! 🌊 Their dedication and innovation keep ...

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Water Talks - Feb






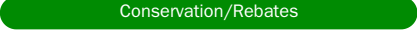


👉 Join MSWD on Feb 21 from 5-6 p.m. to learn about Fleet Electrification & Special District Governance. Space is l...

0

Twitter Post Metrics (February 1 - 29, 2024)


Date	Format	Post	Labels	Retweets	Likes
February 23, 2024 1:08 PM PST	 Image	 <p>Blood Drive 🩸 Join us for another MSWD LifeSteam blood drive on Feb 28th! ❤️ Be a hero and donate blood to help those in need. Every drop counts! Sign up now and make a difference. Visit https://t.co/LWQwGJes8...</p>	<div style="background-color: #f08080; border-radius: 10px; padding: 5px; text-align: center;">Event</div>	0	0
February 21, 2024 7:10 AM PST	 Image	 <p>Engineers Week 🎉 Happy Engineering Week! 💡 Join us in celebrating the work of our engineers! 🌊 Their dedication and innovation keep our community's water flowing smoothly. Let's raise a glass of great-tasting wat...</p>	<div style="background-color: #f08080; border-radius: 10px; padding: 5px; text-align: center;">Event</div>	0	0
February 20, 2024 1:15 PM PST	 Image	 <p>Water Talks - Feb 👉 Join MSWD on Feb 21 from 5-6 p.m. to learn about Fleet Electrification & Special District Governance. Space is limited; click on the link below to register. https://t.co/eZ1F90jWH4 #MSWDWater...</p>	<div style="background-color: #f08080; border-radius: 10px; padding: 5px; text-align: center;">Event</div>	0	0

Date	Format	Post	Labels	Retweets	Item 19.
February 19, 2024 7:08 AM PST	 Image	 <p>President's Day  Happy Presidents Day! While our offices are taking a break today, fear not! Our dedicated staff is still here to assist with any emergency calls regarding the district. 💧 Just give us a call at ...</p>		0	0
February 16, 2024 12:51 PM PST	 Image	 <p>LIHWAP Program  Water affordability continues to be a challenge for low-income households across California. LIHWAP provides direct support (as much as \$5,000) to help pay current or past-due water or sewer bills...</p>		0	0
February 14, 2024 9:32 AM PST	 Image	 <p>Post 30604254  Happy Valentine's Day, from MSWD! Today, we're sending a special shout-out to the crews who tackle those #DirtyJobs! Our Worker Wed post celebrates our employees at the Horton wastewater plant. L...</p>		0	0
February 09, 2024 1:44 PM PST	 Image	 <p>Feb Water Talks  Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet Electrification & CA Special Districts! Space is limited; please click on the link below for more information or to register. https://t.c...</p>		0	0


Date	Format	Post	Labels	Retweets	Item 19.
February 07, 2024 7:54 AM PST	 Image	 <p>Worker Wed 🙌 Thank you to our field crews! The MSWD team works hard to keep our water and wastewater systems operating by maintaining pipes and quickly making repairs. 💧 #WorkerWednesday#ProvideProtectPreserve...</p>		0	0
February 05, 2024 2:23 PM PST	 Image	 <p>Rain 💧 Reminder: After the Rain, shut off your sprinklers for a few days and help save valuable H2O! #rain #waterconservation https://t.co/cByGldjwJr</p>		0	0
February 02, 2024 8:47 AM PST	 Image	 <p>Post 30269222 ❤️ Low-income residents with overdue water bills can receive financial assistance with #LIHWAP. Check out https://t.co/F8Z7oXkVxQ to determine if you qualify for support in paying your current or ou...</p>		0	1
Total				0	1
Average				0.0	0.1

Posts Published	Total Followers	New Followers	Impressions	Reach	Profile Views
11	327	7	42,149	37,246	47
+3 37.5%	+7 2.2%	-2 -22.2%	+34,399 443.9%	+31,204 516.5%	-24 -33.8%


3 Most Liked Posts

- 

Worker Wed
 🧡 Thank you to our field crews! The MSWD team works hard to keep our water and wastewater systems operating by maintai...

15
- 


MSWD was proud to help judge the Coachella Valley KidWind competition held at DHS High School today. We have some inn...

10
- 


Post 30604254
 ❤️ Happy Valentine's Day, from MSWD! Today, we're sending a special shout-out to the hardworking crews who tackle thos...

9


3 Most Commented Posts

- 

Post 30269222
 ❤️ Low-income residents with overdue water bills can receive financial assistance with #LIHWAP. Check out <https://loom...>

0
- 

Rain
 💧 Reminder: After the Rain, shut off your sprinklers for a few days and help save valuable H2O! #rain #waterconserva...

0
- 

Worker Wed
 🧡 Thank you to our field crews! The MSWD team works hard to keep our water and wastewater systems operating by maintai...

0

3 Least Liked Posts



President's Day

Happy Presidents Day! While our offices are taking a well-deserved break today, fear not! Our dedicated staff is s...

1



Post 30269222

Low-income residents with overdue water bills can receive financial assistance with #LIHWAP. Check out <https://loom...>

1



Engineers Week

Happy Engineering Week! Join us in celebrating the incredible work of our water district engineers! Their de...

2

3 Least Commented Posts

Item 19.



MSWD was proud to help judge the Coachella Valley KidWind competition held at DHS High School today. We have some inn...

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Blood Drive

Join us for another MSWD LifeSteam blood drive on Feb 28th! Be a hero and donate blood to help those in need. E...

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Engineers Week

Happy Engineering Week! Join us in celebrating the incredible work of our water district engineers! Their de...

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Instagram Story Metrics (February 1 - 29, 2024)





Item 19.





Date	Story	Labels	Exits	Impressions	Reach	Replies	Taps Forward	Taps Back
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No stories found within the selected date range.

Instagram Post Metrics (February 1 - 29, 2024)

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Video Views
February 24, 2024 1:33 PM PST	Image	 <p>MSWD was proud to help judge the Coachella Valley KidWind competition held at DHS High School today. We have some innovative and talented students in our Valley.</p>		10	0	62	60	10	16.67%	0	
February 23, 2024 1:08 PM PST	Image	 <p>Blood Drive Join us for another MSWD LifeStream blood drive on Feb 28th! Be a hero and donate blood to help those in need. Every drop counts! Sign up now and make a difference. Visit www.lstream.org/mswd ...</p>	Event	3	0	33	32	3	9.38%	0	
February 21, 2024 7:10 AM PST	Image	 <p>Engineers Week Happy Engineering Week! 🛠️💡 Join us in celebrating the incredible work of our water district engineers! Their dedication and innovation keep our community's water flowing smoothly and sustaina...</p>	Event	2	0	37	31	2	6.45%	0	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 19.
February 20, 2024 1:15 PM PST	Image	 <p>Water Talks - Feb 👉 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet Electrification & CA Special Districts! MSWD is hosting a series of Water Talks for members of the DHS community who want to learn more abo...</p>	Event	5	0	44	41	5	12.2%	0	
February 19, 2024 7:09 AM PST	Image	 <p>President's Day 🎉 Happy Presidents Day! While our offices are taking a well-deserved break today, fear not! Our dedicated staff is still here to assist with any emergency calls regarding the district. 💧 Just give...</p>	Customer Service	1	0	20	17	1	5.88%	0	
February 16, 2024 12:51 PM PST	Image	 <p>LIHWAP Program 💧 Water affordability continues to be a challenge for low-income households across California. #LIHWAP is here to help. LIHWAP provides direct support (as much as \$5,000) to help pay current or past...</p>	Customer Service	4	0	41	35	4	11.43%	0	
February 14, 2024 9:32 AM PST	Image	 <p>Post 30604254 ❤️ Happy Valentine's Day, from MSWD! Today, we're sending a special shout-out to the hardworking crews who tackle those #DirtyJobs! Our Worker Wednesday post features dedicated MSWD employees at the...</p>	Worker Wed	9	0	71	61	9	14.75%	0	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Item 19.
February 09, 2024 1:44 PM PST	Image	 <p>Feb Water Talks 👉 Join MSWD on Feb 21 from 5-6 p.m. to Learn About Fleet Electrification & CA Special Districts! MSWD is hosting a series of Water Talks for members of the DHS community who want to learn more abo...</p>	Event	8	0	85	78	8	10.26%	0	
February 07, 2024 7:54 AM PST	Image	 <p>Worker Wed 👉 Thank you to our field crews! The MSWD team works hard to keep our water and wastewater systems operating by maintaining pipes and quickly making repairs. 💧 #WorkerWednesday#ProvideProtectPreserve...</p>	Worker Wed	15	0	68	61	16	26.23%	1	
February 05, 2024 2:23 PM PST	Image	 <p>Rain 💧 Reminder: After the Rain, shut off your sprinklers for a few days and help save valuable H2O! #rain #waterconservation</p>	Conservation/Reba...	5	0	44	38	5	13.16%	0	
February 02, 2024 8:47 AM PST	Image	 <p>Post 30269222 ❤️ Low-income residents with overdue water bills can receive financial assistance with #LIHWAP. Check out https://loom.ly/2cko7EM to determine if you qualify for support in paying your current or ou...</p>		1	0	41	38	1	2.63%	0	
Total				63	0	546	492	64		1	

Date	Format	Post	Labels	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Share	Item 19.
Average				5.7	0.0	49.6	44.7	5.8	13.01%	0.1	

LinkedIn Account Overview (February 1 - 29, 2024)

Item 19.

<p>Posts Published</p> <p>0</p> <p>-5 -100.0%</p>	<p>Likes</p> <p>15</p> <p>-134 -89.9%</p>	<p>Views</p> <p>55</p> <p>-40 -42.1%</p>	<p>Followers</p> <p>297</p> <p>+7 2.4%</p>
<p>Comments</p> <p>4</p> <p>-25 -86.2%</p>	<p>Impressions</p> <p>469</p> <p>-4,530 -90.6%</p>	<p>Clicks</p> <p>12</p> <p>-133 -91.7%</p>	<p>Engagement Rate</p> <p>7.19%</p> <p>0.0 -1.2%</p>

LinkedIn Post Metrics (February 1 - 29, 2024)

Item 19.

Date	Format	Post	Labels	Shares	Clicks	Engagement Rate	Reactions	Impressions	Comments
<i>No posts found within the selected date range.</i>									
			Total						
			Average						



CVWC Digital Marketing Report Website, Social, and Marketing Performance

Feb 1 - 29, 2024

by Hunter | Johnsen

Google Ads Campaigns

DISPLAY AD IMPRESSIONS CV WATER COUNTS 302,967	SEARCH AD IMPRESSIONS CV WATER COUNTS 3,646	VIDEO IMPRESSIONS CV WATER COUNTS 79,433	Clicks CV WATER COUNTS 3,152
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GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE
CV WATER COUNTS

Campaign name	Clicks	Impr.
CV Water Counts Feb 2024 Spanish	1,370	160,322
CV Water Counts Feb 2024	1,506	142,645
	2,876	302,967



GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE
CV WATER COUNTS

Account name	Impr.	Engagements	Video views	Clicks
CV Water Counts	79,433	29,726	14,102	152
CWC Water Saving Tips YouTube Spanish Feb 2024	35,599	14,556	8,323	34
CWC Water Saving Tips English YouTube Feb 2024	43,834	15,170	5,779	118
	79,433	29,726	14,102	152





GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE
CV WATER COUNTS

Campaign	Clicks	Impr.
CVWC Search Campaigns	124	3,646
	124	3,646

Item 19.

Facebook Ad Campaigns

FACEBOOK AD PERFORMANCE						
HUNTER JOHNSEN						
Ad preview	Link Clicks	Impr.	Reach	Frequency	Page engagement	
 <p>CVWC - February 2024 www.instagram.com Install a smart controller, and save up to 15,000 gallons of water per year!</p>	551	88,854	34,245	2.59	551	
 <p>CVWC Rain - Sprinkler Reminder 2.5.2024 www.instagram.com After it's been raining, turn off your sprinklers for the next 3 days.</p> <p>Learn more ways to save water here: https://cwwatercounts.com/conservation-tips/</p>	15	27,607	26,562	1.04	23	
	566	116,461	54,042	2.16	574	

Website Information

Users
CV WATER - CV WATER COUNTS - GA4

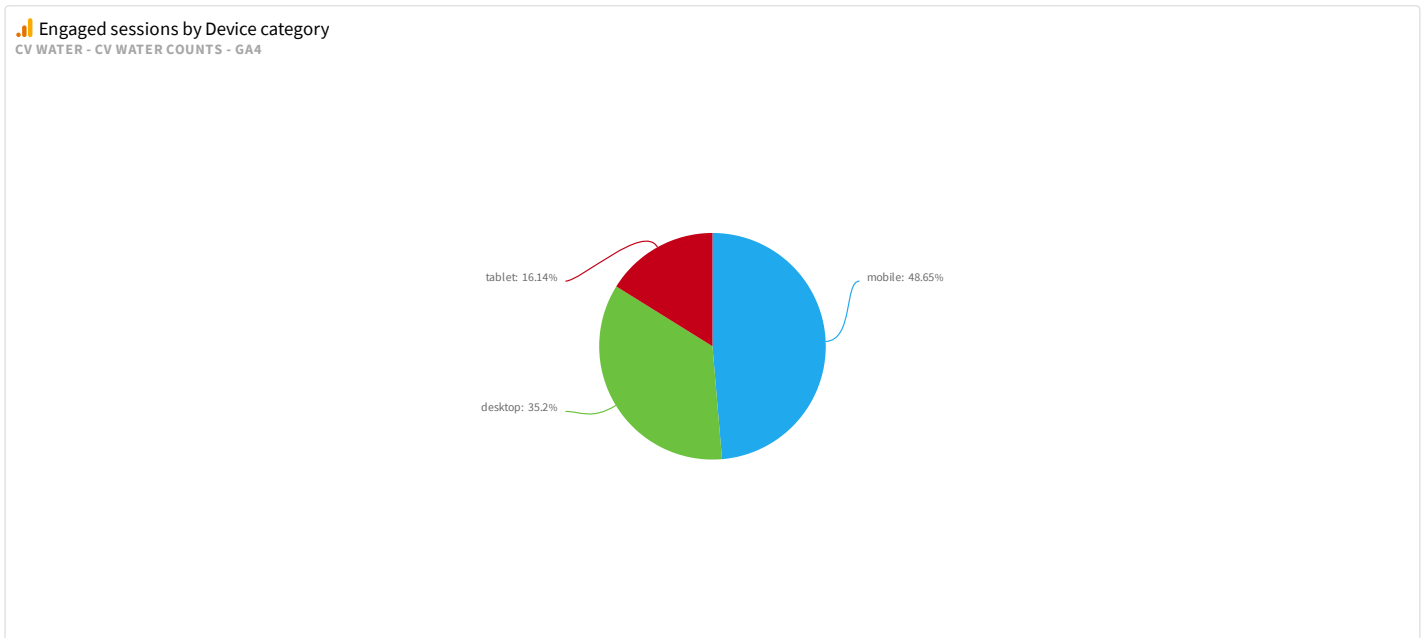
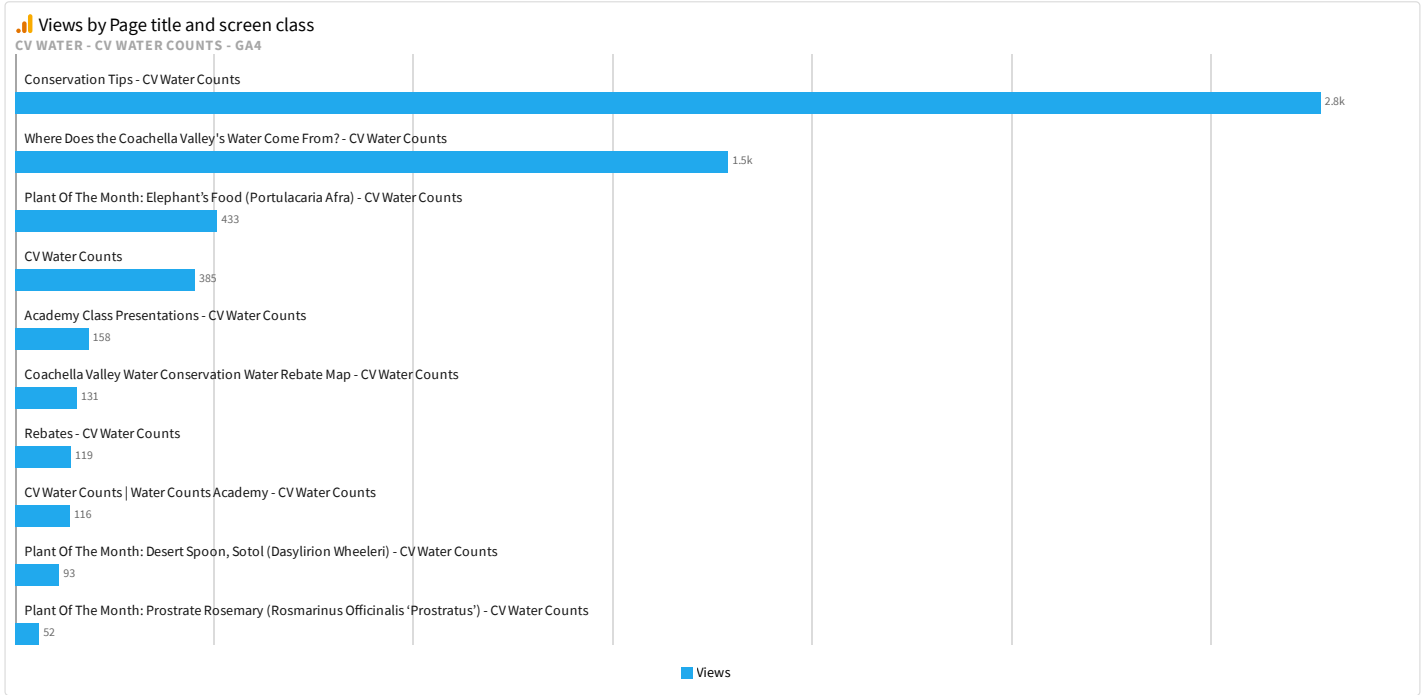
3,616

Sessions
CV WATER - CV WATER COUNTS - GA4

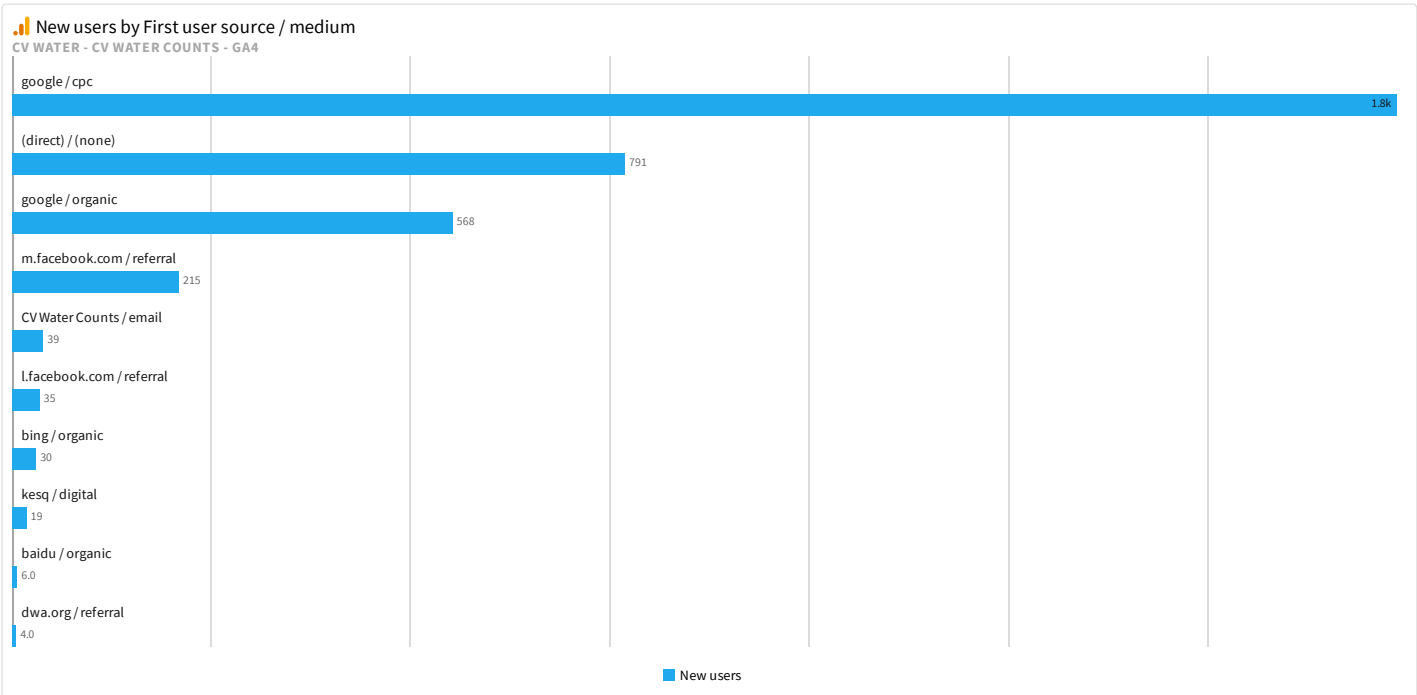
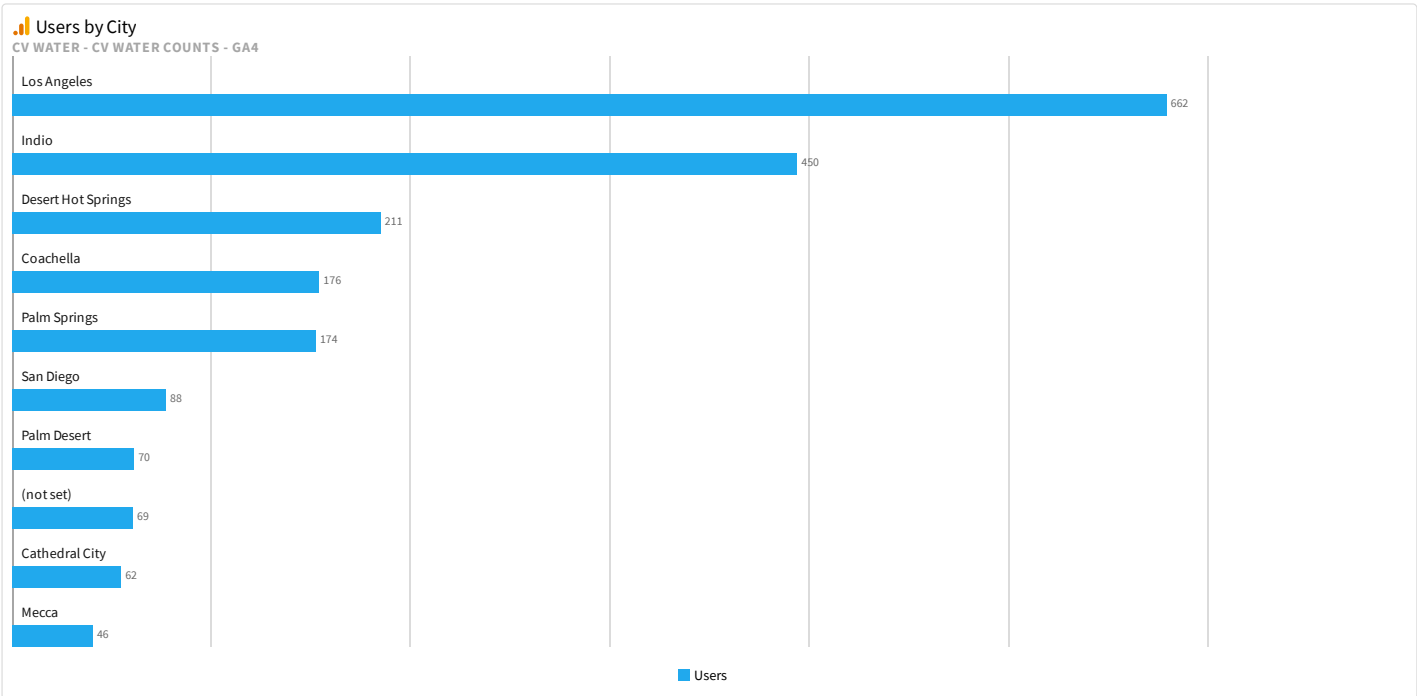
5,077

PAGEVIEWS
CV WATER - CV WATER COUNTS - GA4

6,714



Item 19.



Month performance

PAST 6 MONTHS: CV WATER - CV WATER COUNTS - GA4

Month	New users	Engaged sessions	Engagement rate	Sessions per User	Average engagement time
January 2024	3,803	1,246	25.4%	1.27	19s
February 2024	3,512	1,334	26.3%	1.4	14s
December 2023	2,626	909	24.6%	1.37	15s
November 2023	2,046	674	23.0%	1.4	14s
September 2023	1,806	814	28.2%	1.56	16s
October 2023	1,751	562	24.8%	1.26	15s
	15,544	5,564	25.7%	1.36	16s

Item 19.

Organic Search

Query performance

CVWCATERCOUNTS.COM/

Query	Impr.	Clicks	CTR	Avg. position
phoenix dactylifera	1,996	13	0.65%	2.78
portulacaria afra	1,842	14	0.76%	3.85
indio water authority	1,644	1	0.06%	8.64
agave geminiflora	1,284	24	1.87%	1.53
prostrate rosemary	1,167	17	1.46%	2.27
elephant food	1,089	9	0.83%	7.24
artichoke agave	987	3	0.3%	1.69
trachelospermum jasminoides	979	7	0.72%	1.1
lake cahuilla	969	1	0.1%	9.9
caesalpinia pulcherrima	954	10	1.05%	1.21
	12,911	99	0.77%	4.02

Page performance

CVWCATERCOUNTS.COM/



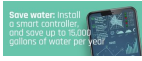


Page	Impr.	Clicks	CTR	Avg. position
https://cvwatercounts.com/plant-of-the-month-elephants-food-portulacaria-afra/	5,380	49	0.91%	4.8
https://cvwatercounts.com/plant-of-the-month-date-palm-phoenix-dactylifera/	3,790	30	0.79%	4.7
https://cvwatercounts.com/plant-of-the-month-desert-spoon-sotol-dasyilirion-wheeleri/	3,644	74	2.03%	4.34
https://cvwatercounts.com/plant-of-the-month-artichoke-agave-agave-parryi-v-truncata/	3,182	20	0.63%	6.44
https://cvwatercounts.com/plant-of-the-month-prostrate-rosemary-rosmarinus-officinalis-prostratus/	2,941	42	1.43%	7.5
https://cvwatercounts.com/plant-of-the-month-red-bird-of-paradise-caesalpinia-pulcherrima/	2,048	23	1.12%	5.17
https://cvwatercounts.com/plant-of-the-month-twin-flowered-agave-agave-geminiflora/	2,018	29	1.44%	3.81
https://cvwatercounts.com/lake-cahuilla-recreation-and-reliability/	1,881	7	0.37%	11.86
https://cvwatercounts.com/plant-of-the-month-trailing-lantana-lantana-montevicensis/	1,401	4	0.29%	12.65
https://cvwatercounts.com/plant-of-the-month-star-jasmine-trachelospermum-jasminoides/	1,378	8	0.58%	2.29
	27,663	286	1.03%	6.35

Facebook Information


Impressions CV WATER COUNTS 89,949	Reach CV WATER COUNTS 46,501	New page likes CV WATER COUNTS 3	Engaged user CV WATER COUNTS 439
Total page views CV WATER COUNTS 48	Page likes CV WATER COUNTS 3,992		

Post performance CV WATER COUNTS				
Post	Created at	Reach	Post engaged users	Likes
Here in the Coachella Valley, our water comes from four sources: (1) groundwater, (2) recycled water, (3) imported water from the State Water Project, and (4) the Colorado River via the Coachella Canal, a branc...	February 29, 2024	21	4	2
Report broken pipes or sprinklers to owners or your local water agency. For more water-saving tips, visit CVWaterCounts.com/conservation-tips . #WaterWiseWednesday	February 29, 2024	25	2	2
Mission Springs Water District's mission is to provide, protect, and preserve our most valuable resource - water. We are proud to serve our award-winning water to our customers in Desert Hot Springs and th...	February 29, 2024	11	2	2
In many parts of the Coachella Valley, sandy soils and rock-and-sand soil combinations are common. They have excellent drainage, but tremendous amounts of water must be applied frequently to keep plants ali...	February 29, 2024	9	2	2
For more water-saving tips, visit CVWaterCounts.com/conservation-tips . #WaterWiseWednesday	February 29, 2024	10	2	2
Today is Presidents' Day!	February 29, 2024	20	2	2
Engineering is the cornerstone of human progress, driving innovation and shaping our world. Through a blend of science, creativity, and problem-solving, engineers tackle complex challenges to improve live...	February 29, 2024	8	2	2
If you or someone you know is in need of water bill assistance during this time, applications are being accepted now for the Help2Others Assistance Program online. Click here for details and to fill out ...	February 29, 2024	36	3	2
Plan your landscape to minimize your water runoff. Reducing water run-off has the added benefit of limiting standing water sources where mosquitoes lay their eggs which can protect you and your family fr...	February 29, 2024	19	2	2
Happy Valentine's Day!	February 29, 2024	15	2	2
It's Super Bowl LVIII! Who are you rooting for?	February 29, 2024	12	2	2
This commonly grown shrub reaches up to 8 feet high and as wide, and the canopy coverage can be up to approximately 50 square feet. The leaves are an intense deep green, densely arranged on unique,...	February 29, 2024	9	2	2
Select the proper pot size for cooking. Larger pots may require more cooking water than necessary. For more water-saving tips, visit CVWaterCounts.com/conservation-tips ...	February 29, 2024	17	2	2
		25,852	425	42


Item 19.

Post	Created at	Reach	Post engaged users	Likes
 <p>During the month of February in our desert, the best times to water your plants are during non-daylight hours, when it's cooler. If you have a spray system, watering for 5 minutes a day, 5 days a week is...</p>	February 29, 2024	21	2	2
 <p>Install a smart controller, and save up to 15,000 gallons of water per year!</p>	February 2, 2024	25,278	380	3
 <p>CV Water Counts updated their cover photo. https://www.facebook.com/cvwatercounts</p>	February 2, 2024	89	1	2
 <p>CV Water Counts is with City of Coachella and 4 The CV Water Counts Academy 2024 is underway!</p>	February 2, 2024	120	9	6
 <p>Test your toilet for leaks. Just drop food coloring in the tank once a year to see if the color of the water in the bowl changes color. If it does, your toilet may need a replacement rubber flapper or fill mechanis...</p>	February 1, 2024	132	4	3
		25,852	425	42


Instagram Information

 **Impressions**
CV WATER COUNTS


29,049


 **Likes**
CV WATER COUNTS

8

 **Followers (lifetime)**
CV WATER COUNTS

242

 **Post performance**
CV WATER COUNTS

Post	Impr.	Engagement	Reach	Saved	Video views
 The CV Water Counts Academy 2024 is underway!	28	6	25	0	0
 Install a smart controller, and save up to 15,000 gallons of water per year!	10	2	8	0	0
	38	8	33	0	0

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 February 2024	Wednesday, February 7, 2024 6:00 PM	759	840	58.23%	17.8%	118	7.32%	0.87%	2	3
		759	840	58.23%	17.8%	118	7.32%	0.87%	2	3