



BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION AGENDA

Thursday, January 12, 2023 at 3:00 PM

Via Teleconference – No Live Attendance

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

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

JOIN ZOOM MEETING:

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

DIAL BY PHONE:

+1 (408) 638-0968

Meeting ID: 822 065 5340

ACTION MAY BE TAKEN ON ANY ITEM LISTED ON THIS AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. RULES OF PROCEDURE

5. PUBLIC INPUT

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

PRESENTATION

6. 2023 CALENDAR DRAWING CONTEST - PRESENTATION OF AWARDS (TUESDAY 1/17)

EMPLOYEE RECOGNITION

7. HUMAN RESOURCES REPORT

ACTION ITEMS**8. RESOLUTION 2023-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE MISSION SPRINGS WATER DISTRICT FOR THE PERIOD JANUARY 23, 2023 - FEBRUARY 22, 2023, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT**

It is recommended to approve Resolution 2023-01, continuing teleconferencing meetings for the period of January 23, 2023 - February 22, 2023.

9. APPOINTMENTS TO BOARD STANDING COMMITTEES

President Martin may appoint members to the District's standing committees.

10. AFFILIATION LISTING

It is recommended to review, update if necessary and approve the current Board Affiliation Listing.

11. FEDERAL ADVOCACY SERVICES – CARPI & CLAY, INC.

It is recommended to authorize the General Manager to execute an Agreement for Services with Carpi & Clay Government Relations in the amount of \$4000/month for the term February 1, 2023, to January 31, 2024.

12. MID-YEAR OPERATING BUDGET REPORT AND FY 2022/23 CAPITAL BUDGET AND CONTINUING APPROPRIATIONS

It is recommended to approve the Mid-Year Operating Budget Report and FY 2022/23 Capital Budget and Continuing Appropriations.

13. RESOLUTION 2023-02 - MSWD REGIONAL WATER RECLAMATION FACILITY - INSTALLMENT PURCHASE AGREEMENT

It is recommended to approve Resolution 2023-02 authorizing the General Manager to execute an Agreement for a Line of Credit with Wells Fargo National Association in the amount of \$15,000,000 with a not to exceed fixed interest rate of 4.5%.

DISCUSSION ITEMS**14. MSWD 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:

December 15, 2022 - Study Session
December 19, 2022 - Board Meeting

17. REGISTER OF DEMANDS

The register of demands totaling \$4,706,351.85

REPORTS

18. DIRECTOR'S REPORTS

19. GENERAL MANAGER'S REPORT

Included in this report are the following oral reports:

- A. Financial Report
- B. Public Affairs Report

COMMENTS

20. DISTRICT COUNSEL COMMENTS

21. DIRECTOR COMMENTS

CLOSED SESSION

22. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION

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

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 January 9, 2023, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Mission Springs Water District at least 72 hours in advance of the meeting (Government Code Section 54954.2).



Arden Wallum
Secretary of the Board of Directors

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS
MEETING DATE(S): JANUARY 12 & 17, 2023
FROM: ORIANA HOFFERT-HUMAN
RESOURCES MANAGER



HUMAN RESOURCES REPORT

PERSONNEL ACTIVITY FOR THE PERIOD DECEMBER 1-31, 2022

NEW HIRES

Fernando Ruelas III Field Operations Technician I

ANNIVERSARIES

Lorenzo Soto	Field Operations Technician I	5 Years
Arturo Ceja	Director of Finance and Accounting	11 Years

PROMOTIONS

CERTIFICATIONS/EDUCATIONAL ACCOMPLISHMENTS

None

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETING(S)

MEETING DATE(S): JANUARY 12 & 17, 2023

FROM: LEGAL COUNSEL

FOR: ACTION X DIRECTION _____ INFORMATION _____



RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE MISSION SPRINGS WATER DISTRICT FOR THE PERIOD OF JANUARY 23, 2023 - FEBRUARY 22, 2023, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

STAFF RECOMMENDATION

It is recommended to approve Resolution 2022-30, continuing abbreviated teleconferencing procedures for meetings of legislative bodies of the District, on a month-to-month basis, for the period of January 23, 2023 through February 22, 2023.

SUMMARY

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

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

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

As you are aware, the State of California has recently been lifting many COVID related restrictions. Recently posted on the California Department of Public Health's (CDPH) website is the following:

- Effective September 20, 2022, the requirement that unvaccinated individuals mask in indoor public settings will shift from a strong recommendation for the general population, in all indoor settings at all times to the use of CDC Community Levels to help inform masking recommendations, which is consistent with August 11th CDC updated recommendations
- Aligns **correctional facilities** with current CDC recommendations (CDC updated guidance on May 3rd) which notes that correctional facilities may make masks optional when CDC community levels are low.
- Aligns recommendations for **homeless shelters, emergency shelters and cooling centers** to the above recommendation for correctional facilities, i.e., also shifts from requirements to masking recommendations in these settings when CDC community levels are low
- Updated guidance is effective September 23, 2022.
- Universal masking shall remain required in specified high-risk settings.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

Impact on AB 361-- Brown Act--Abbreviated Teleconferencing Procedures

As you may recall, the primary purpose of California Assembly Bill 361 was to allow for California public agencies to continue holding public meetings remotely, using abbreviated teleconferencing procedures, during the COVID-19 state of emergency. **At this time, California remains in a COVID-19 state of emergency.** CDPH's updated guidance does not directly impact the ability of agencies to hold public meetings via abbreviated teleconferencing procedures pursuant to AB 361. AB 361 allows California agencies to hold meetings under the relaxed teleconference rules when the Governor has declared a State of Emergency, and either:

- a. State or local officials recommend or impose social distancing measures or
- b. The agency finds that meeting in person would threaten the safety of meeting attendees.

Given the foregoing, public agencies may elect to continue to adopt the monthly resolutions to allow remote teleconference meetings using abbreviated teleconferencing procedures.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

None

ATTACHMENTS

Resolution 2023-01

RESOLUTION NO. 2023-01**A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE MISSION SPRINGS WATER DISTRICT FOR THE PERIOD OF JANUARY 23, 2023 - FEBRUARY 22, 2023, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT**

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

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

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

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

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

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

WHEREAS, the Board of Directors previously adopted Resolution No. 2022-30 on December 19, 2022, finding that the requisite conditions exist for the legislative bodies of the District to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the provisions found in Government Code section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

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

WHEREAS, on February 28, 2022, the California Department of Public Health website was updated and strongly recommends that all persons, regardless of vaccine status, continue indoor masking; and

WHEREAS, given the continued heightened risks of the predominant variant of COVID-19 in the community, holding meetings with all members of the legislative body, staff, and the public in attendance in person in a shared indoor meeting space would pose an unnecessary and immediate risk to the attendees; and

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

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

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

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

Section 1. Recitals.

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

Section 2. Affirmation that Local Emergency Persists.

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

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency.

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

Section 4. Remote Teleconference Meetings.

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

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 22, 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with Government Code section 54953(b)(3).

Section 6. Certification.

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

PASSED, ADOPTED, AND APPROVED, this ___ day of January 2023, by the following vote:

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

Russ Martin
 President of Mission Springs Water District
 and its Board of Directors

ATTEST:

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

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): JANUARY 12 & 17, 2023

FROM: DORI PETEE – EXECUTIVE ASSISTANT

FOR: ACTION X DIRECTION _____ INFORMATION _____



APPOINTMENTS TO BOARD STANDING COMMITTEES

STAFF RECOMMENDATION

No staff recommendation. Appointments are made at the inclination of the Board President.

SUMMARY

In accordance with the CA Water Code, Section 30578, J, and MSWD Policy No. 2010-6 each year the President of the Board of Directors appoints members to the District’s standing committees. The Committees are utilized on an “as-needed basis” in accordance with District Policy 2010-6.

ANALYSIS

Committee appointments for 2022, per President Martin, were as follows:

	2022 Committees		2023 Committees	
	Chairperson	Member	Chairperson	Member
Executive	Martin	Wright		
Engineering	Sewell	Grasha		
Finance	Martin	Grasha		
Human Relations	Wright	Griffith		
Public Affairs	Griffith	Sewell		

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

Committees meet as needed and all Committee meetings are posted and subject to the Brown Act. Director compensation of \$100 per day of service applies.

ATTACHMENTS

Board Policy 2010-6 — Standing Committees of the Board

**Mission Springs Water District
Policy & Practice Manual**

**Policy 2010-6
Standing Committees of the Board of Directors**

Rescinding Policy No. 97-1

Adopted: April 19 2010

Approved by: 
General Manager

Policy Summary

I. Policy Statement

Due to the desire of the Board as a whole to be fully informed on all items that come before the Board, the District does not utilize its Board Committees except on an as-needed basis. Five standing committees are comprised of two directors. Administrative staff provides support. The committees are:

- a. Engineering
- b. Executive (comprised of President/Vice-President)
- c. Finance
- d. Human Relations
- e. Public Affairs

II. Appointment and Terms of Membership

- a. All committee appointments are made by the President of the Board of Directors with consideration of the member's preferences and skills.
- b. Each board member shall serve as chairperson of at least one committee as determined by the President of the Board.
- c. Committee members are appointed to a term that begins in January each year.
- d. Membership may be rotated, however, each committee will retain a second year member to assure continuity.

III. Committee Process

- a. The Board President, a Committee chairperson, or the General Manager or his designee, may call a committee meeting on an as-needed basis.
- b. The General Manager or his designee will present necessary information at each committee meeting to enable committees to present reasonable recommendations, if desired, to the full board for consideration and/or proposed action.
- c. The committee chairperson will present a verbal report of his/her meeting at the next regular meeting of the Board of Directors.

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): JANUARY 12 & 17, 2023

FROM: DORI PETEE – EXECUTIVE ASSISTANT

FOR: ACTION DIRECTION INFORMATION



ANNUAL UPDATE OF BOARD AFFILIATION LIST

STAFF RECOMMENDATION

It is recommended to update, if needed, and approve the 2023 Affiliation List.

SUMMARY

Each January, the President of the Board may suggest the appointment of representatives to attend various meetings on behalf of the District, subject to the approval of the full Board.

Per MSWD Resolution 2009-2, Section 2.B.2e., a Director is entitled to a daily stipend for each day of attendance at District-related activities if designated by the Board as a representative on the Affiliate List.

This is the opportunity to add or delete compensable meetings and events from this list.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

The addition of approved meetings and events may result in increased costs to the District, as Directors are paid a stipend of \$100 per meeting/event (with conditions).

ATTACHMENTS

Current Affiliate List (2022)

Board of Directors 2022 Affiliate List

Approved by the Board 1/18/2022

Conferences, Workshops, Meetings & Tours	
ACWA and ACWA/JPIA	All Directors are pre-approved to attend these functions
Building Industry Association	
California Special Districts Association	
Coachella Valley Economic Partnership	
CORBS Annual Awards Dinner	
Chamber & Municipal Breakfast & Luncheons	
Desert Contractors Association	
Desert Valleys Builders Association (DVBA)	
Groundwater Foundation Annual Conference	
Palm Springs Chamber State of the City Luncheon	
Riverside County Annual Water Symposium	
Riverside County Board of Supervisors	
Riverside County Water Task Force	
Special Districts Association of Riverside County	
UWI - Urban Water Institute	
WEF - Water Education Foundation	

2022 designees

Meetings, Workshops (compensable)	Primary	Alternate
CSDA Professional Development Committee		
CVWD and DWA Regular Board meetings	VACANT	Martin
DHS City Council Observer	Martin	Wright
DHS Groundwater Guardian Team - Liaison	Sewell	Wright
DHS Hoteliers' Assn.	Sewell	Wright
County Wide Oversight Board	Martin	
Groundwater Guardian - Affiliate Team	Wright	Sewell
San Geronio Pass Regional Water Alliance	Martin	Wright
Legislative Representation: Travel and meetings in Washington D.C. and California	VACANT	Wright
Greater Coachella Valley Chamber of Commerce	Sewell	Martin

2023 designees

Primary	Alternate

Informational Meetings (non-compensable)	Primary	Alternate
Riverside County Flood Control	Sewell	

Primary	Alternate

Voting Delegates	Primary	Alternate
ACWA Region 9	President	VP
ACWA Conferences	President	VP
ACWA/JPIA	Wright	VACANT
CV Conservation Commission (CVAG)	Wright	VACANT
Energy/Environmental Resources Committee (CVAG)	Wright	VACANT
Special District Association of Riverside County	President	VP

Primary	Alternate
President	VP
President	VP
President	VP

RES. 2009-2, Section 2.B.2e., a Director is entitled to a daily stipend for each day of attendance at district-related activities if designated by the Board as the District's primary representative on the Affiliations Listing, which shall be approved in advance by Board action.

AGENDA STAFF REPORT

MEETING NAME: Regular Board Meeting

MEETING DATE(S): January 12 & 17, 2022

FROM: Assistant General Manager, Brian Macy

FOR: ACTION DIRECTION INFORMATION



FEDERAL ADVOCACY SERVICES—CARPI & CLAY, GOVERNMENT RELATIONS

STAFF RECOMMENDATION

Authorize the General Manager to execute an Agreement for Services with Carpi & Clay Government Relations, in the amount of \$4,000/month for the term beginning February 1, 2023 and ending January 31, 2024.

SUMMARY

The current agreement with Carpi and Clay for federal advocacy services expires on January 31, 2023. Our primary advocate, Laura Morgan Kessler, has represented the District for more than a decade. Laura was brought to MSWD by Thane Young, our original federal advocate.

ANALYSIS

The District's legislative outreach and advocacy program is continuously active at the federal level. The program includes participation in industry efforts sponsored by ACWA and legislative advocacy services provided through a Washington, D.C representative.

Laura Morgan-Kessler has served as the District's Washington Representative for the past four years. Prior to that she assisted Thane Young for approximately 11 years in serving MSWD. Through the combined efforts of Young/Morgan, District Board and staff, the District's Groundwater Quality Protection Program received significant federal funding as well as a planning authorization in the Water Resources Development Act (WRDA) of 2000, and construction authorization for \$35 million through the 2007 WRDA. Due to Laura's direct intervention with the USACE, we have also been provided \$1.2 million in funding from the USACE's 2018 Work Plan and an additional \$1.05 million in FY 2022.

MSWD will be perusing additional funding through the USACE 2023/24 workplan.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

Annual cost is \$48,000, plus travel and incidental expenses not to exceed \$4,000.

ATTACHMENTS

Agreement

Letter

AGREEMENT
MISSION SPRINGS WATER DISTRICT
AND
CARPI & CLAY, INC.

Pursuant to this Agreement, the Mission Springs Water District (hereafter referred to as “the District” and Carpi & Clay, Inc. (hereafter referred to as “the Washington Representative”), agree to assume the following obligations:

1. OBLIGATIONS OF CARPI & CLAY, INC.

- A. Carpi & Clay Inc. will act as the Washington Representative to the District.
- B. The Washington Representative will confer with the General Manger and such other personnel as the General Manager may designate at the times and places mutually agreed to by the General Manager and the Washington Representative on all organizational planning and program activity which has a bearing on the ability of the District to make the best use of federal programs.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other federal developments for the purpose of advising the District, on the representative’s own initiative, of those items which may have a bearing on the District’s policies or programs.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the District indicates an interest. The Washington Representative will provide a monthly report of legislative and regulatory activities of interest to the District, reporting on actions taken on behalf of the District.
- E. The Washington Representative will review and comment on proposals and grant requests of the District, which are being prepared for submissions to federal agencies, when requested to do so by the General Manager.
- F. The Washington Representative will maintain liaison with the District’s delegation in Congress and will assist the delegation in any matter which the General Manager determines to be in the interest of the District and in the same manner as any other member of the District’s administrative staff might render assistance.
- G. The Washington Representative will counsel with the District regarding appearance by District officials before Congressional committees and administrative agencies and will arrange for appointments and accommodations as necessary.
- H. The Washington Representative will contact federal agencies on the District’s behalf when applications or other initiatives are under consideration by such agencies and otherwise take whatever steps are necessary to obtain the most favorable consideration.

- I. It is understood that Carpi & Clay may be required to register on behalf of the District under the terms of the Lobbying and Disclosure Act of 1995, as amended (2 U.S.C. 1601 et seq.) and any subsequent laws or regulations.
- J. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the District and with the title Washington Representative to the District.

2. OBLIGATIONS OF THE MISSION SPRINGS WATER DISTRICT

- A. The District will contract with the Washington Representative for a period of twelve months. However, this contract may be terminated at any time without cause by providing thirty (30) days written notice.
- B. The contract will be \$48,000.00 payable in advance in equal monthly installments of \$4,000.00
- C. The District will advise the Washington Representative of the name or name of persons other than the General Manager authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.
- D. The District will supply the Washington Representative with a summary of all federal issues in which the District has interests and advise the Washington Representative of any new developments, together with the pertinent details as to the substance of such developments.
- E. The District will supply the Washington Representative with copies of budgets, planning documents, and regular reports of the General Manager, the District's agenda and proceedings, newspapers and other materials which will assist the Washington Representative in keeping current on the District's policies and programs.
- F. The District will reimburse the Washington Representative for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at any other meetings attended by the Washington Representative at the request of the General Manager; (3) all incidental expenses incurred in the course of conducting the District's business.
- G. The obligation of the District under paragraph 2, subparagraphs F, G and H is not to exceed \$2,500.00 for the period covered by this contract.

3. THE DISTRICT AND CARPI & CLAY, INC. CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT

The Washington Representative:

- A. Will not represent the District in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; and
- B. Will not perform any legal, engineering, accounting or similar professional services.

4. This agreement shall take effect on February 1, 2023 and terminate on January 31, 2024.

CARPI & CLAY, INC.

MISSION SPRINGS WATER DISTRICT

Kenneth Carpi, President
Date: _____

Arden Wallum, General Manager
Date: _____

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS
MEETING DATE(S): JANUARY 12 & 17, 2023
FROM: ARTURO CEJA – DIRECTOR OF FINANCE



FOR: ACTION **X** DIRECTION INFORMATION

**MID-YEAR OPERATING BUDGET REPORT
 FY 2022/23 CAPITAL BUDGET AND CONTINUING APPROPRIATIONS
 FY 2022/23 VEHICLE & EQUIPMENT BUDGET AND CONTINUING APPROPRIATIONS
 FY 2022/23 SALARY MATRIX**

STAFF RECOMMENDATION

It is recommended to approve the Mid-Year Operating Budget Report and FY 2022/23 Capital Budget and Continuing Appropriations. Approve FY 2022/23 increase in operating expenses of \$605,740 and increase operating revenues of \$400,000 for a net operating loss of \$205,740. Approve FY 2022/23 increase in non-operating revenue for solar credits of \$225,000 and grant revenue of \$17,751,782. Additionally approve FY 2022/23 increase in interest expense of \$637,500 and interest income of \$637,500 with a net change of \$0 in interest. This represents a net revenue increase of \$17,771,042.

SUMMARY

Staff's recommendation is to increase net operating loss \$205,740 (comprised of 4 operating expense items and 2 operating revenue items) and increase net non-operating revenue \$17,976,782.

ANALYSIS

See attached "Mid-Year Operating Budget Report and FY 2022/2023 Capital Budget and Continuing Appropriations" for details.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

See ANALYSIS above.

ATTACHMENTS

Mid-Year Operating Budget Report
 Budget Summary 2023 (revised 1/9/2023)
 FY 2022/23 Capital Budget and Continuing Appropriations
 FY 2022/23 Vehicle & Equipment Budget and Continuing Appropriations
 FY 2022/23 Salary Matrix

Mid-Year Operating Budget Report and FY 2022/2023 Capital Budget and Continuing Appropriations

January 12, 2023

Assumptions vs. Reality

Adopted Budget

- 8% revenue increase (Water Sales and Wastewater Treatment)
- Grants and Loans (Wastewater Regional Plant)
- Classification Plan / Org. Chart added 1 position
- Fastest growing community in the Coachella Valley
- Ensured effective business continuity during COVID-19
- Operations started to pickup after shutoff moratorium ended

Mid-Year Changes

- Net operating loss of \$205,740
- Solar Credits of \$225,000
- Grants of \$17,771,042

Operating Revenues and Expenses

MISSION SPRINGS WATER DISTRICT
COMBINED FUNDS
DISTRICT SUMMARY
JULY 1, 2022 TO DECEMBER 31, 2022

YEAR TO DATE			
ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
		VARIANCE AMOUNT	VARIANCE PERCENT
10,974,655	10,393,212	581,443	6%
7,381,035	7,750,790	369,755	5%
3,593,620	2,642,422	951,198	36%
2,026,346	1,752,878	273,468	16%
297,640	374,028	76,388	20%
1,728,706	1,378,850	349,856	25%
5,322,326	4,021,272	1,301,054	32%

OPERATING REVENUE:
OPERATING EXPENSE:
NET OPERATING INCOME
ADD NON-OPERATING REVENUE
LESS NON-OPERATING EXPENSE
NET NON-OPERATING INCOME
NET INCOME

JULY 1, 2021 TO DECEMBER 31, 2021			
ACTUAL	BUDGET	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
		VARIANCE AMOUNT	VARIANCE PERCENT
10,931,292	9,993,575	937,717	9%
9,204,792	9,463,133	258,341	3%
1,726,500	530,442	1,196,058	225%
2,125,041	1,426,129	698,912	49%
286,954	292,146	5,192	2%
1,838,087	1,133,983	704,104	62%
3,564,588	1,664,425	1,900,163	114%

Operating Expenses

Legal	\$ 145,000
Electric Utility Water	190,000
Wastewater Treatment – Outside Services	100,000
Wastewater Treatment – Sludge Disposal	190,000
Capitalized to Capital Projects	<u>(19,260)</u>
Total	<u><u>\$ 605,740</u></u>

Operating and Non-Operating Revenues

Delinquent Charges	\$ 150,000
Residential Sewer Service Charges	250,000
Solar Credits	225,000
Grants	<u>17,751,782</u>
Total	<u>\$18,376,782</u>

Mid-Year Budget Highlights

- Capital Replacement Reserve Target (M/M #95-20)

Policy \$37,380,700

Balance \$30,226,279

(7,154,421)

- Financial well-being required for debt and grant financing
- Debt Service Ratio Required by Debt Agreements = 1.25
 - Current Ratio = **8.24**
- Financing was always part of the long-range plan
- Effective Planning and Leadership

	A	B	C	D	E	F	G
22	Mission Springs Water District						
23	Cash Review Summary - 2023						
24							
25							AS OF
26							Dec-22
27							
28	WELLS FARGO						
29							\$ 6,720,430
30							
31	CAL-TRUST						
32							2,590,262
33							6,463,250
34							21,172,767
35							30,226,279
36							
37	TOTAL DISTRICT CASH						\$ 36,946,709

Questions?

MISSION SPRINGS WATER DISTRICT - 2022-2023 DEPARTMENTAL BUDGETS (revised 1/9/2023)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	MISSION SPRINGS WATER DISTRICT - 2022-2023 DEPARTMENTAL BUDGETS (revised 1/9/2023)																
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	A	B	C	D	E	F	G	H	I		
1	Mission Springs Water District										Item 12.
2	Capital Budget and Continuing Appropriations										
3	2023										
4								Final Capital			
5				Interim	Continuing	Projects		and Continuing	Funds Expended		
6			As of 6/30/22	Additions/	Appropriations from	expected to close		Appropriations	Through	Fund in 2022/	
7		<u>DESCRIPTION</u>	<u>JOB #</u>	<u>BUDGET</u>	<u>Transfers</u>	<u>2022/2023 Budget</u>	<u>by 6/30/22</u>	<u>2022/2023</u>	<u>12/31/2022</u>	<u>2023</u>	
9		Sewer line Encasement I-10 Crossing @ Indian	10371	251,972	-	251,972	-	251,972	251,972	-	
10		Water Infrastructure Site-H Falls & C Vintage	10681	1,000	-	1,000	-	1,000	1,000	-	
11		1240Z Trans Line Quail/Terrace	10747	447,995	-	447,995	-	447,995	447,995	-	
12		4 MG Reservoir @ Gateway	10799	176,699	-	176,699	-	176,699	176,699	-	
13		Reservoir @ 1400' Zone	10966	25,432	-	25,432	-	25,432	25,432	-	
14		Prelim Des/Eng Horton WWTP Exp #5	10969	171,703	-	171,703	-	171,703	171,703	-	
15		Final Design Horton WWTP Exp #5	11032	940,340	-	940,340	-	940,340	940,340	-	
16		Well #38 Design & Environmental	11076	375,000	-	375,000	-	375,000	366,443	-	
17		Horton WWTP Expansion #5	11087	13,404,000	-	13,404,000	-	13,404,000	152,616	-	
18		EIR Horton WWTP Expansion #5	11088	71,416	-	71,416	-	71,416	71,416	-	
19		Well # 42 (near to existing well # 22)	11147	4,600,000	-	4,600,000	-	4,600,000	2,378,693	2,190,000	
20		Land 29 acres Phil Kerr	11151	159,062	-	159,062	-	159,062	159,062	-	
21		1530 ZONE Redbud tank #2 Land and Const	11159	80,000	-	80,000	-	80,000	70,708	9,292	
22		I-10 & Indian Sewer Collection System	11205	602,000	-	602,000	-	602,000	594,668	7,332	
23		Well & Booster SCADA enhancement	11392	30,000	-	30,000	-	30,000	28,884	1,116	
24		Regional Wastewater Treatment Plant	11424	51,000,000	-	51,000,000	-	51,000,000	17,751,782	15,000,000	
25		Area M-2 (AD #15)	11425	10,250,000	-	10,250,000	-	10,250,000	619,684	6,810,000	
26		Conveyance line from LS to RWWTWP	11426	8,300,000	-	8,300,000	-	8,300,000	307,295	7,992,705	
27		Chromium 6 Compliance Study	11451	200,000	-	200,000	-	200,000	14,489	185,511	
28		HWWTP Infl. Pup Station Odor Control	11456	730,000	-	730,000	-	730,000	651,804	78,196	
29		Desert Willows Water Line Replacement	11457	1,990,000	-	1,990,000	-	1,990,000	1,566,584	-	
30		Well 29 Chromium 6 Treatment design	11460	200,000	-	200,000	-	200,000	-	-	
31		Area J-2	11472	300,000	-	300,000	-	300,000	293,854	-	
32		N Indian Cryn Dr Sewer Widening Proj	11479	808,075	-	808,075	(808,075)	-	774,457	-	
33		HWWTP ASU Demolition	11556	167,275	-	167,275	-	167,275	45,077	-	
34		HWWTP Percolation Ponds (2)	11557	380,000	-	380,000	-	380,000	350,214	-	
35		Designing & Engineering Areas H & I	11566	460,000	-	460,000	-	460,000	329,575	-	
36		Block Wall at Corp Yard and Wastewater Facility	11598	155,000	-	155,000	-	155,000	1,452	-	
37		Block Wall/Fence at Terrace Reservoir	11599	226,288	-	226,288	-	226,288	25,948	-	
38		Booster Pump Rehab Program	11600	150,000	-	150,000	-	150,000	69,485	80,515	
39		Modular Enclosure-Chlorine Equipment/Well Sites	11601	124,180	-	124,180	-	124,180	86,162	38,018	
40		Electrical Panel/Motor Rehab (3 sites)	11602	633,404	-	633,404	-	633,404	616,366	17,038	
41		Pavement repairs - corp yard	11604	345,575	-	345,575	-	345,575	43,757	-	
42		Terrace Reservoir No. 1	11607	754,343	-	754,343	-	754,343	30,668	723,675	
43		Terrace Reservoir No. 2	11608	814,461	-	814,461	-	814,461	32,375	782,086	
44		Terrace Reservoir No. 3	11609	361,363	-	361,363	-	361,363	30,883	330,480	
45		Vista Reservoir Rehabilitation	11610	975,427	-	975,427	-	975,427	125,979	849,448	

	A	B	C	D	E	F	G	H	I	
1	Item 12.									
2	Mission Springs Water District									
3	Capital Budget and Continuing Appropriations									
4	2023									
5					Interim	Continuing	Projects	Final Capital		
6			As of 6/30/22	Additions/	Appropriations from	expected to close	and Continuing	Funds Expended		
7		<u>DESCRIPTION</u>	<u>JOB #</u>	<u>BUDGET</u>	<u>Transfers</u>	<u>2022/2023 Budget</u>	<u>by 6/30/22</u>	<u>2022/2023</u>	<u>Through</u>	<u>Fund in 2022/</u>
8									<u>12/31/2022</u>	<u>2023</u>
46		Well Rehabilitation Program - Well 22	11611	660,000	-	660,000	-	660,000	95,007	610,000
47		HWWTW Above Ground Piping & Appurtenance Rehab	11613	150,000	-	150,000	-	150,000	344	100,000
48		HWWTW SCADA Upgrades	11617	129,008	-	129,008	-	129,008	35,002	100,000
49		Design & Engineering for Areas A & G	11618	1,600,000	-	1,600,000	-	1,600,000	408,774	1,191,226
50		Admin Building	11621	33,300,000	-	33,300,000	-	33,300,000	1,403,987	16,450,000
51		2020 Water CIP Pipeline Replacement	11622	2,264,975	-	2,264,975	-	2,264,975	275,189	700,000
52		Sewer System Collections	11657	750,000	-	750,000	-	750,000	286,016	463,984
53		Horton North Building Improvements	11661	150,000	-	150,000	-	150,000	58,294	95,000
54		Well and Reservoir Sites Security Cameras	11665	225,075	-	225,075	-	225,075	2,225	222,850
55		Emergency Backup Generator Well 27/31	11666	411,002	-	411,002	-	411,002	9,408	401,594
56		Emergency Backup Generator Well 32	11667	300,331	-	300,331	-	300,331	9,703	290,628
57		Emergency Backup Generator Well 37	11668	300,331	-	300,331	-	300,331	9,604	290,727
58		Filtration for HWWTW	11689	1,500,000	-	1,500,000	-	1,500,000	107,535	1,392,465
59		GQPP Area D3-1 Sewer Design	11693	156,000	-	156,000	-	156,000	8,841	147,159
60		Portable Booster/Transfer Pump	11716	180,000	-	180,000	-	180,000	-	180,000
61		Trailer Mounted Portable Generators	11717	537,375	-	537,375	-	537,375	-	537,375
62		Reservoir Rehabilitation Program Design FY 2022	11719	120,000	-	120,000	-	120,000	-	120,000
63		Well Rehabilitation Program Design FY 2022	11720	120,000	-	120,000	-	120,000	37,502	82,498
64		Administration Office Repairs (Drywall and Painting)	11733	-	135,000	135,000	-	135,000	33,923	101,077
65		Pierson Boulevard Slurry Seal Project	11737	-	183,000	183,000	-	183,000	-	183,000
66		Riverside Co. Mountain View Resurfacing Project	11738	-	33,000	33,000	-	33,000	-	33,000
67		Well 35 Equipment Installation	11741	-	2,700,000	2,700,000	-	2,700,000	-	2,700,000
68		Well 34 Rehabilitation	11742	-	475,000	475,000	-	475,000	9,900	465,100
69		Well 34/35 Intertie	11743	-	1,100,000	1,100,000	-	1,100,000	-	1,100,000
70		19th - 20th Ave & Little Morongo Roadway Project	11769	-	309,000	309,000	-	309,000	62	308,938
71		TOTALS		143,516,107	4,935,000	148,451,107	(808,075)	147,643,032	32,396,837	63,362,033
72										
73		Projects Expected to Occur in 2022 / 2023		33,556,534		Projects Expected to Occur in 2022 / 2023		63,362,033		
74		Grant / AD Funds related to Projects		(7,288,226)		Grant / AD Funds related to Projects		(42,849,311)		
75		Loan proceeds		(11,831,077)		Loan proceeds		(22,450,000)		
76		Expected net cash outflow (MSWD)		14,437,231		Expected net cash outflow (MSWD)		(1,937,278)		
77		Actual Expensed:		4,989,610						
78										
79		General		1,309,101				16,551,077	General	
80		Water		13,875,628				13,123,951	Water	
81		Sewer		18,371,805				33,687,005	Sewer	
82		Total		33,556,534				63,362,033	Total	

	A	B	C	D	E	F	G	H	I	J
1	Mission Springs Water District									
2	Vehicle & Equipment Budget and Continuing Appropriations									
3	2023									
4								Final Capital		
5				Interim	Continuing	Projects	and Continuing	Funds Expended		
6			As of 6/30/22	Additions/	Appropriations from	expected to close	Appropriations	Through	Fund in 2022/	
7		<u>Description</u>	<u>Job #</u>	<u>Budget</u>	<u>Transfers</u>	<u>2021/2022 Budget</u>	<u>by 6/30/22</u>	<u>2022/2023</u>	<u>12/31/2022</u>	<u>2023</u>
8				+/-	=	-	=			
9		Potable Water Truck	11718	178,000	-	178,000	-	178,000	-	178,000
10		New 2022 John Deer 310 backhoe	11760	156,000	-	156,000	-	156,000	141,447	-
11		2022 Ford F-650 Diesel Dump truck	11761	129,000	-	129,000	-	129,000	-	129,000
12		New 2022 Harlo forklift	11762	117,000	-	117,000	-	117,000	105,326	-
13		TOTALS		580,000	-	580,000	-	580,000	246,773	307,000

AGENDA STAFF REPORT

MEETING NAME: REGULAR BOARD MEETINGS

MEETING DATE(S): JANUARY 12 & 17, 2023



FROM: ARTURO CEJA – DIRECTOR OF FINANCE

FOR: ACTION **X** DIRECTION INFORMATION

RESOLUTION 2023-02

MSWD REGIONAL WATER RECLAMATION FACILITY – INSTALLMENT PURCHASE AGREEMENT

STAFF RECOMMENDATION

Adopt Resolution No. 2023-02 related to the MSWD Regional Water Reclamation Facility (Reclamation Facility) Installment Purchase Agreement.

SUMMARY

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 District analyzed cashflows and requested proposals for a \$15,000,000 loan that would provide cashflow funds during the reimbursement delay.

ANALYSIS

Four financing proposals were received to support cashflow shortages related to the timing of the Reclamation Facility grant reimbursement.

Staff reviewed all proposals and determined that Wells Fargo National Association's proposal contained the most favorable terms for the District. The term of the loan will be two years (in line with the timing of construction of the Reclamation Facility), the interest rate is a not to exceed fixed rate of 4.5%. The underwriting fees/closing costs amounted to \$60,000, payments are monthly interest only payments with a final balloon payment equal to the remaining principal plus accrued interest due at maturity and all other terms are consistent with existing District debt agreements.

FISCAL IMPACT AND STRATEGIC PLAN IMPLEMENTATION

\$15,000,000 Installment Purchase Agreement, monthly interest only payments of \$56,250, total interest paid over 2 years – \$1,350,000, total payments over 2 years – \$16,350,000.

ATTACHMENTS

Resolution No. 2023-02

Installment Purchase Agreement

True Interest Cost Report

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF MISSION SPRINGS WATER DISTRICT APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING CAPITAL PROJECTS AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

WHEREAS, the Mission Springs Water District (the “District”) is a county water district that is duly organized and existing under and pursuant to Division 12 of the California Water Code (Section 30000 *et seq.*) (the “Act”); and

WHEREAS, pursuant to the Act, including but not limited to Sections 31004, 31040, 31041 and 31042 thereof, the District is authorized to acquire the West Valley Water Reclamation Facility and certain other public facilities and improvements related to its sewer system (collectively, the “Project”); and

WHEREAS, the District desires to finance (on an interim basis, pending the receipt of grant funds from the State of California Water Resources Control Board) the costs of acquiring, constructing and installing the Project; and

WHEREAS, the District has received proposals from a number of banks with respect to the financing of the Project, and has evaluated such proposals; and

WHEREAS, the District has determined that it is in the best interest of the District to enter into an Installment Purchase Agreement (the “IPA”) with Wells Fargo Bank, National Association (the “Bank”), and to approve certain other documents, to provide for the interim financing of the Project; and

WHEREAS, the installment payments under the IPA will be payable from net revenues of the District’s sewer system and grant funds from the State of California Water Resources Control Board, all to the extent set forth in the IPA; and

WHEREAS, the IPA is in the best interest of the District and the health, safety and welfare of its residents, is of benefit to the District and complies with all requirements of the Act and California law related thereto.

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

Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. Approval of Installment Purchase Agreement.

The IPA is hereby approved substantially in the form on file with the Secretary of the Board of Directors of the District (the "Board"). The President of the Board, the Secretary of the Board, the General Manager of the District and the Director of Finance of the District (collectively, the "Authorized Officers") are authorized and directed for and on behalf of the District to execute and deliver the IPA, in substantially the form on file with the Secretary of the Board, with only such revisions thereto as may be required or approved by the District's General Counsel or Stradling Yocca Carlson & Rauth, as Bond Counsel ("Bond Counsel"), which will be conclusively evidenced by the execution and delivery thereof; provided that: (i) the IPA shall mature on or before February 15, 2025; (ii) the total principal amount of the IPA shall not exceed \$15,000,000; and (iii) the interest rate on the IPA shall not exceed 4.50% (except in an event of default or taxability, each as set forth in the IPA, and which in no event shall exceed the maximum interest rate payable by law).

Section 3. Application of Proceeds.

The proceeds of the IPA shall be applied to finance the Project and pay costs of delivery of the IPA, including the fees of Bond Counsel and the Bank's counsel.

Section 4. Other Matters Authorized.

The Authorized Officers or any other proper officer of the District, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the IPA and this Resolution. In the event that the President of the Board is unavailable to sign any of the agreements that are described herein, any other member of the Board may sign such agreements. Without limiting the foregoing, the Authorized Officers may apply available funds under the IPA as in such officer's judgment are reasonably necessary or appropriate to provide funds to pay on a timely basis costs related to the Project.

Section 5. Good Faith Estimates.

The good faith estimates of costs related to the IPA which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved.

Section 6. Effective Date.

This Resolution shall take effect immediately upon its adoption.

Section 7. Certification.

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

PASSED, ADOPTED, AND APPROVED, this 17th day of January 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Russ Martin
President of Mission Springs Water District
and its Board of Directors

ATTEST:

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

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the IPA in accordance with California Government Code Section 5852.1.

Principal Amount. Based on the District's financing plan and current market conditions, a good faith estimate of the principal amount of the IPA is **\$15,000,000** (the "Estimated Principal Amount").

True Interest Cost. Assuming that the IPA is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, a good faith estimate of the true interest cost of the IPA, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the IPA, is **4.54%**.

Finance Charge. Assuming that the IPA is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, a good faith estimate of the finance charge for the IPA, which means the sum of all fees and charges paid to third parties (or costs associated with the IPA), is **\$60,000**.

Amount of Proceeds to be Received. Assuming that the IPA is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, a good faith estimate of the amount of proceeds expected to be received by the District under the IPA, less the finance charge of the IPA, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the IPA, is **\$14,940,000**.

Total Payment Amount. Assuming that the IPA is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, a good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the IPA, plus the finance charge for the IPA, as described above, not paid with the proceeds of the IPA, calculated to the final maturity of the IPA, is **\$16,350,000**.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the IPA, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the execution of the IPA being different than the date assumed for purposes of such estimates; (b) the actual principal amount of the IPA being different from the Estimated Principal Amount; (c) the actual amortization of the IPA being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of execution of the IPA being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. The actual execution date of the IPA and the actual principal amount of the IPA will be determined by the District based on the timing of the need for proceeds of the IPA and other factors.

INSTALLMENT PURCHASE AGREEMENT

by and between

MISSION SPRINGS WATER DISTRICT

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Dated as of January 1, 2023

ARTICLE I

DEFINITIONS

Section 1.1. Definitions 1

ARTICLE II

REPRESENTATIONS AND WARRANTIES; OPINIONS OF COUNSEL

Section 2.1. Representations by the District 9
Section 2.2. Representations and Warranties by the Bank 10

ARTICLE III

SALE AND PURCHASE OF THE 2023 PROJECT

Section 3.1. Acquisition and Construction of the 2023 Project 10
Section 3.2. Purchase and Sale of the 2023 Project 11
Section 3.3. Title 11
Section 3.4. Changes to the 2023 Project 11
Section 3.5. Acquisition Fund 11
Section 3.6. [Reserved] 11
Section 3.7. [Reserved] 12
Section 3.8. Closing Conditions 12

ARTICLE IV

SERIES 2023 INSTALLMENT PAYMENTS

Section 4.1. Purchase Price 13
Section 4.2. Series 2023 Installment Payments 13

ARTICLE V

SECURITY

Section 5.1. Pledge of Revenues 14
Section 5.2. Allocation of Revenues 14
Section 5.3. Rate Stabilization Fund 15
Section 5.4. Additional Contracts and Bonds 15
Section 5.5. Investments 16

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.1. Compliance with Installment Purchase Agreement and Ancillary Agreements 16

Section 6.2. Against Encumbrances 17

Section 6.3. Against Sale or Other Disposition of Property 17

Section 6.4. Against Competitive Facilities 17

Section 6.5. Tax Covenants 17

Section 6.6. Maintenance and Operation of the Sewer System 18

Section 6.7. Payment of Claims 18

Section 6.8. Compliance with Contracts 18

Section 6.9. Insurance 19

Section 6.10. Accounting Records; Financial Statements and Other Reports 19

Section 6.11. Protection of Security and Rights of the Bank 20

Section 6.12. Payment of Taxes and Compliance with Governmental Regulations 20

Section 6.13. Amount of Rates and Charges 20

Section 6.14. Eminent Domain Proceeds 21

Section 6.15. Further Assurances 21

Section 6.16. Enforcement of Contracts 21

Section 6.17. Observance of Laws and Regulations 21

Section 6.18. Maintenance of Existence 21

Section 6.19. Notice to the Bank 21

Section 6.20. Sovereign Immunity 22

Section 6.21. Most Favored Covenant 22

Section 6.22. Office of Foreign Assets Control; Patriot Act Compliance 22

Section 6.23. Environmental Laws 22

ARTICLE VII

PREPAYMENT OF SERIES 2023 INSTALLMENT PAYMENTS

Section 7.1. Prepayment 23

Section 7.2. Method of Prepayment 24

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE BANK

Section 8.1. Events of Default and Acceleration of Maturities 25

Section 8.2. Application of Funds Upon Acceleration 26

Section 8.3. Other Remedies of the Bank 26

Section 8.4. Non-Waiver 27

Section 8.5. Remedies Not Exclusive 27

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.1. Discharge of Obligations 27

ARTICLE X

MISCELLANEOUS

Section 10.1. Liability of District Limited..... 28
Section 10.2. Benefits of Installment Purchase Agreement Limited to Parties 28
Section 10.3. Successor Is Deemed Included in all References to Predecessor 28
Section 10.4. Waiver of Personal Liability 29
Section 10.5. Article and Section Headings, Gender and References 29
Section 10.6. Partial Invalidity 29
Section 10.7. Assignment and Participation 29
Section 10.8. Net Contract..... 29
Section 10.9. California Law; Venue 30
Section 10.10. Notices 30
Section 10.11. Effective Date 30
Section 10.12. Execution in Counterparts 30
Section 10.13. Indemnification of the Bank 30
Section 10.14. Amendments Permitted 31
Section 10.15. No Fiduciary Relationship..... 31
Section 10.16. Arbitration..... 31
Section 10.17. Restrictions on Installment Purchase Agreement 33

EXHIBIT A DESCRIPTION OF 2023 PROJECT..... A-1
EXHIBIT B FORM OF LENDER LETTER B-1
EXHIBIT C FORM OF REQUISITION FROM ACQUISITION FUND C-1
EXHIBIT D FORM OF SUBSTITUTION STATEMENT..... D-1

INSTALLMENT PURCHASE AGREEMENT

This **INSTALLMENT PURCHASE AGREEMENT** (the “**Installment Purchase Agreement**”) is made and entered into as of January 1, 2023, by and between MISSION SPRINGS WATER DISTRICT, a county water district that is duly organized and existing under and by virtue of the laws of the State of California (the “**District**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association that is duly organized and existing under the laws of the United States of America (the “**Bank**”).

RECITALS

A. Pursuant to Division 12 of the California Water Code (Section 30000 *et seq.*), including but not limited to Sections 31004, 31040, 31041 and 31042 thereof, the District proposes to acquire certain improvements to the District’s Sewer System (collectively, the “**2023 Project**”).

B. The Bank has agreed to assist the District in financing (on an interim basis, pending the receipt of grant moneys from the State of California Water Resources Control Board) the acquisition of the 2023 Project.

C. The District and the Bank have duly authorized the execution of this Installment Purchase Agreement.

D. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement.

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

Accountant’s Report. The term “Accountant’s Report” means a report signed by an Independent Certified Public Accountant.

Acquisition Fund. The term “Acquisition Fund” means the Acquisition Fund by that name created pursuant to Section 3.5 hereof and designated by the District as General Ledger 301-1000-10032-000 – Cash – Restricted Sewer Cash.

Additional Revenues. The term “Additional Revenues” means, with respect to the issuance of any Bonds or Contracts, an allowance for Net Revenues: (i) arising from any increase in the

charges made for service from the Sewer System adopted prior to the incurring of such Bonds or Contracts and effective within eighteen (18) months following the date of incurring such Bonds or Contracts, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of the most recent completed Fiscal Year or during any more recent twelve (12) month period selected by the District; and (ii) arising from any increase in service connections to the Sewer System prior to the incurring of such Bonds or Contracts, in an amount equal to the total amount by which the Net Revenues would have been increased if such connections had been in existence during the whole of the most recent completed Fiscal Year or during any more recent twelve (12) month period selected by the District.

Authorized Representative. The term “Authorized Representative” means, with respect to the District, the President of the Board of Directors, Secretary of the Board of Directors, General Manager of the District, Director of Finance of the District or any other person designated as an Authorized Representative of the District by a Certificate of the District signed by the President, Secretary, General Manager or Director of Finance.

Bank. The term “Bank” has the meaning set forth in the preamble hereto and shall include its successors and assignees.

Bonds. The term “Bonds” means all revenue bonds or notes of the District authorized, executed, issued and delivered by the District, the payments of which are payable from Net Revenues on a parity with the Series 2023 Installment Payments and which are secured by a pledge of and lien on Revenues as described in Section 5.1 hereof.

Business Day. The term “Business Day” means any day other than a Saturday, Sunday or legal holiday or a day on which banks are authorized to be closed for business in the State of California.

Closing Date. The term “Closing Date” means January 26, 2022.

Code. The term “Code” means the Internal Revenue Code of 1986, as amended.

Contracts. The term “Contracts” means and is limited to all contracts of the District hereafter authorized and executed by the District, payments of which are payable from Net Revenues on a parity with the Series 2023 Installment Payments and which are secured by a pledge and lien on the Revenues as described in Section 5.1 hereof, but excluding any contracts entered into for maintenance and operation of the Sewer System.

Costs of Delivery. The term “Costs of Delivery” means all items of expense directly or indirectly payable by or reimbursable to the Bank or the District and related to the authorization, execution and delivery of this Installment Purchase Agreement, including, but not related to, costs of preparation and reproduction of documents, legal fees and charges, fees and expenses of consultants and professionals, and any other charge, cost or fee in connection with the execution and delivery of this Installment Purchase Agreement, including, but not limited to, the fees of California Debt and Investment Advisory Commission and the Bank’s counsel.

Debt Service. The term “Debt Service” means, for any period of calculation, the sum of:

(1) the interest payable during such period on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(2) those portions of the principal amount of all outstanding serial Bonds maturing in such period, but excluding Excluded Principal;

(3) those portions of the principal amount of all outstanding term Bonds required to be prepaid or paid in such period, but excluding Excluded Principal; and

(4) those portions of the Contracts required to be paid during such period (except to the extent that the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program), but excluding Excluded Principal;

but less the earnings to be derived from the investment of moneys on deposit in debt service reserve funds established for Bonds or Contracts;

provided that, as to any such Bonds or Contracts bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of: (i) the then current variable interest rate borne by such Bonds or Contracts plus 1%; and (ii) if such Bonds or Contracts have been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, or if such Bonds or Contracts have not been outstanding for the twelve prior months, the average rate borne by reference to an index comparable to that to be utilized in determining the interest rate for the Bonds to be issued or the Contracts to be executed;

provided further that if any series or issue of such Bonds or Contracts have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Debt Service shall be determined for the period of determination as if the principal of and interest on such series or issue of such Bonds or Contracts were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of calculation; and

provided further that, as to any such Bonds or Contracts or portions thereof bearing no interest but which are sold at a discount which accretes with respect to such Bonds or Contracts or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds or Contracts for which such debt service reserve fund was established and to the extent the amount in such debt service reserve fund is in excess of such amount of principal, such excess shall be applied to the full amount of principal due, in each preceding year, in descending order, until such amount is

exhausted.

Default Rate. The term “Default Rate” means the greatest of (i) the Bank’s Prime Rate plus 4.00%; (ii) the Federal Funds Rate plus 5.00%; or (iii) 10.00%.

Defeasance Obligations. The term “Defeasance Obligations” means, cash, non-callable Federal Securities or pre-refunded non-callable municipal obligations rated “AAA” and “Aaa” by S&P Global Ratings, a Standard & Poor’s Financial Services LLC business and Moody’s Investor’s Service, Inc., respectively (or any combination thereof).

District. The term “District” means Mission Springs Water District, a county water district duly organized and existing under and by virtue of the laws of the State.

Environmental Laws. The term “Environmental Laws” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Materials or chemical waste, materials or substances, including, without limitation, such laws governing or regulating the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, discharge of, or exposure to, Hazardous Materials.

Event of Default. The term “Event of Default” means an event described in Section 8.1.

Excluded Principal. The term “Excluded Principal” means the principal amount of any Bond or principal amount due under any Contract for which there is on file with the Bank: (1) a certificate of an Independent Municipal Advisor to the effect that such Bond or Contract constitutes commercial paper or is otherwise of a revolving or short-term nature and has a maturity of less than 42 months; and (2) a certificate of an Authorized Representative of the District to the effect that the principal amount of such Bond or principal amount due under such Contract is not, as of the date of the certificate, due and payable, and that the District intends to pay such principal from the proceeds of Bonds or Contracts or other bonds, notes or other obligations of the District. No such determination shall affect the security for such Bonds or Contracts or the obligation of the District to pay such Bonds or Contracts from Net Revenues.

Federal Funds Rate. The term “Federal Funds Rate” means, for any date of determination, a fluctuating rate of interest per annum equal to the weighted average (rounded to the next higher 1/100th of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average (rounded to the next higher 1/100th of 1%) of the quotations for such day on such transactions received by Wells Fargo Bank, National Association from three federal funds brokers of recognized standing selected by Wells Fargo Bank, National Association. Each determination of the Federal Funds Rate by Wells Fargo Bank, National Association shall be conclusive and binding on the District.

Federal Securities. The term “Federal Securities” means direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States), or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America.

Fiscal Year. The term “Fiscal Year” means the twelve month period beginning on July 1 of each year and ending on June 30 of the following year, both dates inclusive, or any other twelve month period hereafter selected and designated as the official fiscal year period of the District.

Generally Accepted Accounting Principles. The term “Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures prescribed by the California State Controller or its successor for public agencies in the State of California, or failing the prescription of such procedures means generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by the National Council on Governmental Accounting or its successor, or by any other generally accepted authority on such principles.

Governmental Authority. The term “Governmental Authority” means any governmental or quasi-governmental authority, board, bureau, commission, department, court, administrative tribunal or other instrumentality or authority, and any public utility authorized by federal, state or local laws or regulations as having jurisdiction over the District.

Hazardous Materials. The term “Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, materials, contaminants, chemicals, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

Hedge Agreement. The term “Hedge Agreement” means: (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement; and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement.

Independent Certified Public Accountant. The term “Independent Certified Public Accountant” means any firm of certified public accountants appointed by the District, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Municipal Advisor. The term “Independent Municipal Advisor” means any financial consultant or firm of such consultants of national reputation generally recognized to be well qualified in financial matters relating to systems similar to the Sewer System, appointed and paid by the District, and who, or each of whom: (a) is in fact independent and not under domination of the District; (b) does not have any substantial interest, direct or indirect, with the District; (c) is not connected with the District as a member of the Board of Directors, an officer or an employee thereof,

but who may be regularly retained to make reports thereto; and (d) is registered as a “municipal advisor” as defined in Section 15B of the Securities and Exchange Act of 1934, as amended.

Installment Payment Date; Series 2023 Installment Payment Date. The term “Installment Payment Date” means any date on which Installment Payments are scheduled to be paid by the District under and pursuant to any Contract. The term “Series 2023 Installment Payment Date” means: (a) with respect to the Series 2023 Installment Payments constituting interest due hereunder: (i) the first Business Day of each month, commencing March 1, 2023; and (ii) the Maturity Date; and (b) with respect to the Series 2023 Installment Payments constituting principal due hereunder, the Maturity Date.

Installment Payments; Series 2023 Installment Payments. The term “Installment Payments” means the installment payments of interest and principal, scheduled to be paid by the District under and pursuant to the Contracts. The term “Series 2023 Installment Payments” means the installment payments of interest and principal, scheduled to be paid by the District under and pursuant hereto.

Installment Purchase Agreement. The term “Installment Purchase Agreement” means this Installment Purchase Agreement, dated as of January 1, 2023, by and between the District and the Bank, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

Law. The term “Law” means the California County Water District Law (Division 12 of the Water Code of the State of California).

Lien. The term “Lien” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

Maintenance and Operation Costs of the Sewer System. The term “Maintenance and Operation Costs of the Sewer System” means, for any Fiscal Year or other period: (a) costs spent or incurred by the District for maintaining and operating the Sewer System, calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Sewer System in good repair and working order, and including administrative costs of the District attributable to Bonds or Contracts, salaries and wages of employees, payments to employee retirement systems (to the extent paid from Revenues), overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the District or charges required to be paid by it to comply with the terms of any other Bonds or Contracts; and (b) all payments with respect to Maintenance and Operation Obligations; but excluding in all cases: (i) depreciation, replacement and obsolescence charges or reserves therefor; (ii) amortization of intangibles or other bookkeeping entries of a similar nature; and (iii) costs of capital additions, replacements, betterments, extensions or improvements to the Sewer System, which under Generally Accepted Accounting Principles are chargeable to a capital account or to a reserve for depreciation.

Maintenance and Operation Obligations. The term “Maintenance and Operation Obligations” means any contractual obligation with respect to any facilities, properties, structures, works or services, or any loan of credit to or guaranty of debts, claims or liabilities of any other person (including a joint powers agency of which the District is a member) with respect to any facilities, properties, structures, works and services, so long as in each case the payments thereunder are designated as Maintenance and Operation Costs by the Board of Directors of the District to the extent incurred for maintenance and operation of the Sewer System in the reasonable belief of the District at the time of such designation. Bonds and Contracts shall not constitute Maintenance and Operation Obligations.

Maturity Date. The term “Maturity Date” means January 24, 2025.

Maximum Federal Corporate Tax Rate. The term “Maximum Federal Corporate Tax Rate” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time or, if as a result of a change in the Code the rate of income taxation imposed on corporations generally shall not be applicable to the Bank, the maximum statutory rate of federal income taxation which could apply to the Bank.

Net Proceeds. The term “Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

Net Revenues. The term “Net Revenues” means, for any Fiscal Year or other period, Revenues for such Fiscal Year or other period less Maintenance and Operations Costs for such Fiscal Year or other period.

Patriot Act. The term “Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

Person. The term “Person” means any individual, corporation, nonprofit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

Prepayment Fee. The term “Prepayment Fee” has the meaning that is set forth in Section 7.1.

Prime Rate. The term “Prime Rate” means, for any day, the rate of interest per annum announced from time to time by the Bank in its sole discretion as its prime rate. The Prime Rate shall change on the day on which such a change is announced by the Bank.

Purchase Price. The term “Purchase Price” means the principal amount plus interest thereon owed by the District to the Bank under the terms hereof as provided in Section 4.1.

Rate Stabilization Fund. The term “Rate Stabilization Fund” means the District account designated by the District as 301-1060-17407-000 – Reserved for Construction – Sewer, created and designated by action of the Board of Directors as a part of the Rate Stabilization Fund described in Section 5.3.

Revenue Fund. The term “Revenue Fund” means the District accounts designated by the District as Sewer Revenues General Ledger 301-4080-19901-000 – Sewer Service Charge – Residential and 301-4080-19921-000 – Sewer Service Charges – Commercial, together with other current accounts into which Revenues are deposited and any accounts created in the future and designated by action of the Board of Directors as a part of the Revenue Fund.

Revenues. The term “Revenues” means, for any Fiscal Year or other period, all income and revenue received by the District from the operation or ownership of the Sewer System, determined in accordance with Generally Accepted Accounting Principles, including all rates and charges (including assessments except as described in clause (b) below) received by the District for the wastewater collection, treatment, disposal and other services of the Sewer System, investment income, grant funds received by the District under Clean Water Construction Grant and Agreement No. D2101054 (Project No. C-06-8218-110), dated September 20, 2022, by and between the District and the State of California Water Resources Control Board, and all other money howsoever derived by the District from the operation or ownership of the Sewer System or arising from the Sewer System, including connection fees, capacity charges and similar fees, but excluding: (a) refundable deposits made to establish credit and advances or contributions in aid of construction; (b) special taxes, assessments or bond proceeds relating to any assessment district or community facility district formed by the District; (c) gain or loss on assets, whether realized or unrealized; and (d) *ad valorem* taxes to the extent required by law to pay any voter approved general obligation indebtedness of the District; provided, however, that Revenues shall be increased by the amounts, if any, transferred during such Fiscal Year or other period from the Rate Stabilization Fund to the Revenue Fund and shall be decreased by the amount of Revenues, if any, transferred during such Fiscal Year or other period from the Revenue Fund to the Rate Stabilization Fund.

Sewer Service. The term “Sewer Service” means the wastewater collection, treatment and disposal service made available or provided by the Sewer System.

Sewer System. The term “Sewer System” means all property rights, contractual rights and facilities of the District relating to wastewater, including all facilities for the collection, treatment and disposal of wastewater now owned by the District and all other properties, structures or works for the treatment, collection, treatment and disposal of wastewater hereafter acquired and constructed by or for the District; but excluding all property rights, contractual rights and facilities of the District relating to reclaimed or recycled water.

Special Counsel. The term “Special Counsel” means Stradling, Yocca, Carlson & Rauth, or another firm of nationally recognized attorneys experienced in the issuance of obligations the interest on which is excludable from gross income under Section 103 of the Code.

Taxable Rate. The term “Taxable Rate” means, for any date of determination, the rate of interest per annum equal to the product of the interest rate with respect to the Series 2023 Installment Payments then in effect multiplied by the quotient of: (a) one; divided by (b) one minus the Maximum Federal Corporate Tax Rate in effect on the date of calculation.

2023 Project. The term “2023 Project” means the additions, betterments, extensions and improvements to the Sewer System described in Exhibit A.

ARTICLE II

REPRESENTATIONS AND WARRANTIES; OPINIONS OF COUNSEL

Section 2.1. Representations by the District. The District makes the following representations:

(a) The District is a county water district duly organized and validly existing under the laws of the State of California and authorized to transact business and exercise powers under and pursuant to the provisions of the Law.

(b) The District has full legal right, power and authority to enter into this Installment Purchase Agreement and carry out its obligations hereunder and to carry out and consummate all other transactions contemplated by this Installment Purchase Agreement, and the District has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the District has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement and this Installment Purchase Agreement constitutes the legal, valid and binding agreement of the District enforceable against the District in accordance with its terms.

(d) The District has determined that it is necessary and proper for District uses and purposes within the terms of the Law that the District acquire the 2023 Project in the manner provided for in this Installment Purchase Agreement, in order to provide essential services and facilities to persons residing in the District.

(e) The District is not in violation of, and is not a Person whose property or interest in property is blocked or subject to blocking under, any laws relating to terrorism or money laundering (“Anti-Terrorism Laws”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (66 Fed. Reg. 49079 (2001)) (the “Executive Order”), and the Patriot Act.

(f) The District is not any of the following: (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a Person with which the Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a Person that commits, threatens or conspires to commit or supports ‘terrorism’ as defined in the Executive Order; (v) a Person that is named as a ‘specially designated national and blocked person’ on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; or (vi) a Person who is on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury’s Office of Foreign Assets Control regulation or executive order.

(g) The District does not: (i) conduct any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (f) above; (ii) deal in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage

in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 2.2. Representations and Warranties by the Bank. The Bank makes the following representations and warranties:

(a) The Bank is a national banking association and has full legal right, power and authority to enter into this Installment Purchase Agreement and to carry out and consummate all transactions contemplated by this Installment Purchase Agreement.

(b) By proper action, the Bank has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement and this Installment Purchase Agreement constitutes the legal, valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms.

(c) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Bank is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Bank.

(d) The Bank is entering into this Installment Purchase Agreement for its own account and not with a view to, or for sale in connection with, any distribution of this Installment Purchase Agreement or any part thereof. The Bank has not offered to sell, solicited offers to buy, or agreed to sell its interests in this Installment Purchase Agreement or any part thereof, and has no present intention of reselling or otherwise disposing of this Installment Purchase Agreement.

ARTICLE III

SALE AND PURCHASE OF THE 2023 PROJECT

Section 3.1. Acquisition and Construction of the 2023 Project. The District, as agent for the Bank, hereby agrees to cause the acquisition, construction and installation of the 2023 Project from the amounts made available to the District by the Bank pursuant to this Installment Purchase Agreement and other moneys. The District hereby agrees that it will cause the acquisition, construction and installation of the 2023 Project to be diligently performed after the deposit of funds into the Acquisition Fund pursuant to Section 3.5 of this Installment Purchase Agreement, upon compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, and that it will use its best efforts to cause the acquisition, construction and installation of the 2023 Project to be substantially completed by one year after the Maturity Date, unforeseeable delays beyond the reasonable control of the District only excepted. It is hereby expressly understood and agreed that the Bank shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2023 Project and that all such costs and expenses shall be paid by the District.

Section 3.2. Purchase and Sale of the 2023 Project. In consideration for the Series 2023 Installment Payments as set forth in Section 4.2, the Bank agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Bank, the portion of the 2023 Project being financed by this Installment Purchase Agreement at the purchase price specified in Section 4.1 hereof and otherwise in the manner and in accordance with the provisions of this Installment Purchase Agreement.

Section 3.3. Title. All right, title and interest in the 2023 Project shall vest in the District immediately upon the acquisition or construction thereof. Such vesting shall occur without further action by the Bank or the District and the Bank shall, if requested by the District or if necessary to assure such automatic vesting, deliver any and all documents required to assure such vesting.

Section 3.4. Changes to the 2023 Project. The District may substitute other improvements for those listed as components of the 2023 Project in Exhibit A, but only if the District first files with the Bank a statement of the District in substantially the form attached hereto as Exhibit D: (a) identifying the improvements to be deleted from Exhibit A and the improvements to replace such deleted improvements; and (b) stating that the estimated costs of construction, acquisition and installation of the substituted improvements are not less than such costs for the improvements previously planned.

Section 3.5. Acquisition Fund. There is hereby established with the District the Acquisition Fund. On the Closing Date, the Bank shall transfer to the District the amount of \$15,000,000.00 for the acquisition, construction and installation of the 2023 Project. The District shall deposit moneys received from the Bank into the Acquisition Fund. The moneys in the Acquisition Fund shall be held by the District in trust and applied to the payment of the costs of acquisition, installation and construction of the 2023 Project, and of expenses incidental thereto, including costs of executing and delivering this Installment Purchase Agreement. Before any payment is made from the Acquisition Fund, the General Manager of the District shall cause to be filed with the Director of Finance of the District a Written Requisition of the District in the form set forth in Exhibit C hereto.

Upon receipt of each such Written Requisition, the Director of Finance will pay the amount set forth in such Written Requisition as directed by the terms thereof. The Director of Finance need not make any such payment if he or she has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

When the 2023 Project shall have been constructed and acquired in accordance with this Installment Purchase Agreement, a statement of the District stating the fact and date of such acquisition, construction and acceptance, and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the Bank. Upon the receipt of such statement, the Director of Finance shall transfer any remaining balance in the Acquisition Fund and not needed for Acquisition Fund purposes (but less the amount of any such retention which amount shall be certified to the Director of Finance by the General Manager) to the Revenue Fund.

Section 3.6. [Reserved].

Section 3.7. [Reserved].

Section 3.8. Closing Conditions. This Installment Purchase Agreement shall become effective on the date each of the following conditions has been fulfilled to the satisfaction of the Bank.

(a) (i) there shall have been no change in, or interpretation/administration of, any law, rule or regulation which could reasonably be expected to result in a material adverse effect with respect to the execution and delivery of this Installment Purchase Agreement, or the District's ability to repay when due its obligations under this Installment Purchase Agreement; and (ii) no transaction or event shall have occurred and no change shall have occurred in the condition (financial or otherwise) or operations of the District between the date of the District's most recent audited financial statements and the date of execution and delivery of this Installment Purchase Agreement which could reasonably be expected to result in a material adverse effect with respect to the execution and delivery of this Installment Purchase Agreement, or the District's ability to repay when due its obligations under this Installment Purchase Agreement;

(b) The Bank shall have received copies of each of the following documents, which documents shall be in full force and effect in a form satisfactory to the Bank: (i) a resolution authorizing the execution and delivery of this Installment Purchase Agreement, certified by the Secretary of the District; (ii) original executed copies of this Installment Purchase Agreement; and (iii) the District's most recent audited financial statements;

(c) The Bank shall have received a legal opinion, in form and substance satisfactory to the Bank, addressed to the Bank (or upon which the Bank is authorized to rely) and dated the date of this Installment Purchase Agreement, of the District's Special Counsel and General Counsel;

(d) A certificate of the District, in form and substance satisfactory to the Bank, executed by an Authorized Officer of the District, dated the date of this Installment Purchase Agreement, to the effect that the conditions set forth in this Installment Purchase Agreement have been satisfied as of such date and that all actions required to be taken by, and the resolution required to be adopted by, the District, any governmental authority having jurisdiction over the District and otherwise required by applicable law have been done and adopted in due and strict compliance by the District;

(e) An incumbency and signature certificate with respect to the Authorized Officers of the District who are authorized to execute any documents or instruments on behalf of the District under this Installment Purchase Agreement; and

(f) Evidence that the fees and expenses and all other amounts (including attorneys' fees and expenses of the Bank) payable hereunder on the date of this Installment Purchase Agreement shall have been paid by the District, unless other arrangements acceptable to the Bank and its counsel have been made.

The District shall promptly pay on the date of this Installment Purchase Agreement all of the Bank's out-of-pocket expenses and the reasonable fees and expenses of counsel for the Bank in an amount not to exceed \$15,000, in connection with the execution and delivery of this Installment Purchase Agreement.

ARTICLE IV

SERIES 2023 INSTALLMENT PAYMENTS

Section 4.1. Purchase Price.

(a) The Purchase Price to be paid by the District hereunder to the Bank is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the Closing Date over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the District hereunder is Fifteen Million Dollars and No Cents (\$15,000,000.00).

(c) The interest to accrue on the unpaid balance of the principal amount shall be payable at a rate equal to [3.99]% per annum (except as described in the following two sentences) computed on the basis of a 360 day year composed of twelve 30 day months. Upon the occurrence and continuance of an Event of Default, the interest to accrue on the unpaid balance of the outstanding principal amount shall accrue at the Default Rate. Upon the occurrence of a Determination of Taxability, the interest to accrue on the unpaid balance of the outstanding principal amount shall accrue at the Taxable Rate.

(d) The District shall pay all Costs of Delivery.

Section 4.2. Series 2023 Installment Payments.

(a) Except as modified as provided in this Installment Purchase Agreement, the District shall make Series 2023 Installment Payments on each Series 2023 Installment Payment Date.

(b) Each Series 2023 Installment Payment shall be paid to the Bank in lawful money of the United States of America. In the event that the District fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the District until such amount shall have been fully paid, and the District agrees to pay the same with interest accruing thereon at the Default Rate until paid in accordance with the terms of this Installment Purchase Agreement.

The obligation of the District to make the Series 2023 Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the District will not discontinue or suspend any Series 2023 Installment Payments required to be made by it under this section when due, whether or not the Sewer System or any part thereof is operating or operable, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2023 Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.1. Pledge of Revenues. All Revenues and all amounts on deposit in the Revenue Fund and the Rate Stabilization Fund are hereby irrevocably pledged to the payment of the Series 2023 Installment Payments as provided herein, subject, however, to the pledge thereon securing Bonds or Contracts; and the Revenues shall not be used for any other purpose while any of the Series 2023 Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Contracts and Bonds, shall constitute a first lien on Revenues and, subject to application of Revenues and all amounts on deposit in the Revenue Fund and the Rate Stabilization Fund as permitted herein, on the Revenue Fund, the Rate Stabilization Fund and other funds and accounts created hereunder for the payment of the Series 2023 Installment Payments and all other Contracts and Bonds in accordance with the terms hereof.

Pursuant to Section 5451 of the Government Code of the State of California, the pledge of the Revenues by the District for the payment of the Series 2023 Installment Payments constitutes a pledge and lien which immediately attaches to such Revenues, and is effective, binding and enforceable against the District, its successors, creditors and all others asserting rights therein, to the extent set forth, and in accordance with, this Installment Purchase Agreement, irrespective of whether those parties have notice of the pledge and without the need for physical delivery, recordation, filing or further act.

Section 5.2. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received by the District in trust hereunder and shall be deposited when and as received in a special fund designated as the "Revenue Fund," which fund was previously established and is hereby continued by the District and which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Series 2023 Installment Payments, Contracts or Bonds remain unpaid.

All Revenues in the Revenue Fund shall be set aside by the District as follows and in the following order of priority:

(a) Maintenance and Operations Costs. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants to pay all Maintenance and Operations Costs (including amounts reasonably required to be set aside in contingency reserves for Maintenance and Operations Costs, the payment of which is not then immediately required) from the Revenue Fund as they become due and payable.

(b) Debt Service Funds. Payment of principal and interest with respect to the Series 2023 Installment Payments or with respect to Bonds or Contracts, shall be paid in accordance with the terms hereof and of such Bonds or Contracts, without preference or priority, and in the event of any insufficiency of such moneys, ratably without any discrimination or preference.

(c) Reserve Funds. Payments to replenish debt service reserve funds established for Bonds or Contracts of the District, including any amounts owed to a reserve surety policy provider, shall be made in accordance with the terms hereof and of such Bonds or Contracts, without

preference or priority, and in the event of any insufficiency of such moneys, ratably without any discrimination or preference.

(d) General Expenditures/Rate Stabilization Fund. All Revenues not required to be withdrawn pursuant to the provisions (a) through (c) above shall be used for expenditure for any lawful purpose of the District. From time to time the District may deposit in the Rate Stabilization Fund, from remaining Net Revenues described in this subsection (d) or other available funds of the District, such amounts as the District shall determine. The District may withdraw amounts from the Rate Stabilization Fund: (i) for transfer to the Revenue Fund for inclusion in Revenues for any Fiscal Year; or (ii) for any other lawful use of the District. All interest or other earnings upon deposits in the Rate Stabilization Fund shall be withdrawn therefrom and accounted for as Revenues.

Section 5.3. Rate Stabilization Fund. The District has created a special fund designated as the “Rate Stabilization Fund,” which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Series 2023 Installment Payments remain unpaid. Money transferred by the District from the Revenue Fund to the Rate Stabilization Fund in accordance with Section 5.2(d) shall be held in the Rate Stabilization Fund and applied in accordance with this Installment Purchase Agreement.

The District may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund and transfer such amounts to the Revenue Fund for application in accordance with Section 5.2 hereof or, in the event that all or a portion of the Series 2023 Installment Payments are discharged in accordance with Article IX hereof, transfer all or any portion of such amounts for application in accordance with said Article IX. Amounts transferred from the Rate Stabilization Fund to the Revenue Fund pursuant to this Section 5.3 during or within 270 days after a Fiscal Year may be taken into account as Revenues for purposes of the calculations in Sections 5.5 and 6.12(a) in such Fiscal Year.

Section 5.4. Additional Contracts and Bonds. So long as any Series 2023 Installment Payments are Outstanding, the District shall not issue or incur any obligations payable from Net Revenues, or secured by a lien of Revenues, senior or superior to the Series 2023 Installment Payments. The District may at any time execute any Contract or issue any Bonds, as the case may be, payable from Net Revenues and secured by a lien of Revenues on a parity with the Series 2023 Installment Payments to provide financing for the Sewer System in such principal amount as shall be determined by the District, subject to the following specific conditions which are hereby made conditions precedent to the issuance and delivery of such Bonds or Contracts:

(a) No Event of Default shall have occurred and be continuing, unless such Event of Default shall be cured upon the execution or issuance of such additional Contract or Bond; and

(b) The District obtains or provides a certificate prepared by an Independent Certified Public Accountant or Independent Municipal Advisor showing that the Net Revenues as shown by the books of the District for any 12 consecutive calendar month period during the 18 calendar month period ending prior to the incurring of such Bonds or Contracts shall have amounted to at least 125% of the Debt Service for all Bonds or Contracts to be outstanding immediately after incurring such additional Bonds or Contracts, including Debt Service which would have been payable on any Bonds or Contracts incurred since the end of such 12 month period, assuming that such Bonds or Contracts had been incurred at the beginning of such twelve month period, and Debt

Service which would have been payable had the proposed additional Bonds or Contracts being incurred been incurred at the beginning of such 12 month period.

For purposes of preparing the certificate described in subsection (b), the Independent Certified Public Accountant or Independent Municipal Advisor may rely upon financial statements prepared by the District, which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available. For purposes of demonstrating compliance with the foregoing, Net Revenues may be adjusted (at the option of the District) to include the Additional Revenues.

The certificate described in subsection (b) shall not be required if: (1) the Bonds or Contracts being incurred are for the exclusive purpose of refunding then outstanding Bonds or Contracts; (2) at the time of the incurring of such Bonds or Contracts, a certificate of an Authorized Representative of the District shall be delivered showing that Debt Service on the refunding Bonds or Contracts will not exceed by more than 10% Debt Service on the refunded Bonds or Contracts in each Fiscal Year; and (3) the final maturity of the refunding Bonds or Contracts is not later than the final maturity of the refunded Bonds or Contracts.

(c) The District may at any time incur obligations payable from Net Revenues on a subordinate basis (as to lien and payment) to Bonds and Contracts.

Section 5.5. Investments. All moneys held by the District in the Revenue Fund and the Rate Stabilization Fund shall be invested in Permitted Investments and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.1. Compliance with Installment Purchase Agreement and Ancillary Agreements. The District will punctually pay the Series 2023 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2023 Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Bank to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Bank or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion or acts or regulations of governmental authorities.

It is expressly understood and agreed by and among the parties to this Installment Purchase Agreement that, subject to Section 10.6 hereunder, each of the agreements, conditions, covenants and terms contained in this Installment Purchase Agreement is an essential and material term of the

purchase of and payment for the 2023 Project by the District pursuant to, and in accordance with, and as authorized under the Law.

The District will faithfully observe and perform all of the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Contracts and Bonds as such may from time to time be executed or issued, as the case may be.

Section 6.2. Against Encumbrances. The District will not make any pledge of or place any lien on Revenues or the moneys in the Revenue Fund except as provided herein. The District may at any time, or from time to time, issue evidences of indebtedness or incur other obligations for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the Revenue Fund as may from time to time be deposited therein as provided in Section 5.4. The District may issue evidences of indebtedness or incur other obligations without complying with Section 5.4 hereof provided that the pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein and that the payment of such evidences of indebtedness and obligations is subordinate to the payment to the payment of the Series 2023 Installment Payments and any payments with respect to Bonds and Contracts.

Section 6.3. Against Sale or Other Disposition of Property. The District will not enter into any agreement or lease which impairs the operation of the Sewer System or any part thereof necessary to secure adequate Revenues for the payment of the Series 2023 Installment Payments, or which would otherwise impair the rights of the Bank hereunder or the operation of the Sewer System. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Sewer System, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the District to pay the Series 2023 Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the District to sell any portion of the Sewer System if such portion is immediately repurchased by the District and if such arrangement cannot by its terms result in the purchaser of such portion of the Sewer System exercising any remedy which would deprive the District of or otherwise interfere with its right to own and operate such portion of the Sewer System.

Section 6.4. Against Competitive Facilities. The District will not, to the extent permitted by law, acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the District any Sewer System competitive with the Sewer System.

Section 6.5. Tax Covenants. Notwithstanding any other provision of this Installment Purchase Agreement, absent an opinion of Special Counsel that the exclusion from gross income of the interest component of the Series 2023 Installment Payments will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The District will not take or omit to take any action or make any use of any proceeds of this Installment Purchase Agreement or of any other moneys or property

which would cause the Series 2023 Installment Payments to be “private activity bonds” within the meaning of Section 141 of the Code.

(b) Arbitrage. The District will make no use of any proceeds of this Installment Purchase Agreement or of any other amounts or property, regardless of the source, and will not take or omit to take any action which would cause the Series 2023 Installment Payments to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The District will make no use of any proceeds of this Installment Purchase Agreement and will not take or omit to take any action that would cause the Series 2023 Installment Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirements of Section 149(e) of the Code.

(e) Hedge Bonds. The District will make no use of any proceeds of this Installment Purchase Agreement or any other amounts or property, regardless of the source, and will not take any action or refrain from taking any action that would cause the Series 2023 Installment Payments to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of the interest component of the Series 2023 Installment Payments for federal income tax purposes.

(f) Miscellaneous. The District will take no action, or omit to take any action, inconsistent with the expectations stated in any tax certificate executed in connection with the Series 2023 Installment Payments and will comply with the covenants and requirements stated therein and incorporated by reference herein.

This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the District from causing to be executed and delivered Contracts or to issue Bonds, the interest with respect to which has been determined by Special Counsel to be subject to federal income taxation.

Section 6.6. Maintenance and Operation of the Sewer System. The District will maintain and preserve the Sewer System in good repair and working order at all times, will operate the Sewer System in an efficient and economical manner and will pay all Maintenance and Operation Costs of the Sewer System (including Maintenance and Operation Obligations) as they become due and payable.

Section 6.7. Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or the funds or accounts created hereunder or on any funds in the hands of the District pledged to pay the Series 2023 Installment Payments or to the Bank prior or superior to the lien of the Series 2023 Installment Payments or which might impair the security of the Series 2023 Installment Payments.

Section 6.8. Compliance with Contracts. The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be

performed by it affecting or involving the Sewer System, to the extent that the District is a party thereto.

Section 6.9. Insurance. The District shall procure or cause to be procured and maintain or cause to be maintained throughout the term hereof for the District insurance against the following risks in the following respective amounts:

(a) The District shall maintain or cause to be maintained, throughout the term of this Installment Purchase Agreement, public liability insurance policies in protection of the District and its directors, officers and employees, which policy or policies shall provide for indemnification against direct or contingent loss or liability for damages for bodily and personal injury, death, or property damage occasioned by reason of the ownership or operation of the Sewer System and the District, and which policy or policies of public liability insurance shall provide coverage as is customarily insured against in connection with similar systems; provided, that such public liability and property damage insurance may be maintained as part of or in conjunction with any other public liability insurance coverage carried by the District, and may be maintained in the form of self-insurance by the District.

(b) The District shall procure and maintain, or cause to be procured and maintained throughout the term of this Installment Purchase Agreement, insurance against such casualty risks to the Sewer System as are customarily insured against in connection with similar operations, which insurance shall be in an amount equal to the principal amount of the Series 2023 Installment Payments then outstanding; provided, that such casualty insurance may be maintained as part of or in conjunction with any other casualty insurance coverage carried by the District, and may be maintained in the form of self-insurance by the District. All Net Proceeds of such casualty insurance shall be applied by the District to rebuild or replace the Sewer System or to make other improvements to the Sewer System, or to prepay the Series 2023 Installment Payments pursuant to Article VII hereof.

Section 6.10. Accounting Records; Financial Statements and Other Reports.

(a) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Sewer System, which records shall be available for inspection by the Bank at reasonable hours and under reasonable conditions.

(b) The District shall provide to the Bank all of the following:

(1) as soon as available, and in any event not later than 270 days after and as of the end of each Fiscal Year, the District's complete audited financial statements, including the balance sheet and income statement as of the end of such Fiscal Year, and the related statements of revenues and expenses and changes in fund equity for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail, certified by the Independent Certified Public Accountant as having been prepared in accordance with Generally Accepted Accounting Principles, consistently applied, such audit having been conducted with generally accepted auditing standards;

(2) not later than sixty (60) days after the end of each Fiscal Year, the District's annual combined capital budget for the succeeding Fiscal Year of the District;

(3) contemporaneously with the delivery of the financial statements set forth in subsection (a) above, a certificate of an Authorized Representative to the effect that such financial statements are accurate and that there exists no Event of Default (as defined herein) nor any condition, act or event which with the giving of notice or the passage of time or both would constitute an Event of Default;

(4) as soon as possible but, in any event, within thirty (30) days after the issuance thereof, copies of any prospectus, official statement, offering circular, placement memorandum, remarketing circular or similar or corresponding document, and any supplements thereto and updates and amendments thereof, that the District makes available in connection with the offering for sale of any Bonds or Contracts, and, upon the Purchaser's reasonable request, copies of all annual reports, and notices of filing of all other reports, that the District may be required to file with any federal or State governmental commission, department, board, bureau or district;

(5) copies of disclosure statements of the District and other information, including, without limitation, financial covenant calculations, pertaining to the District required to be delivered pursuant to any indenture, trust agreement, or to any insurer of the District's Bonds or Contracts, no later than the date on which such deliveries are required to be made to any such insurer; and

(6) such other information respecting the affairs, condition and/or operations, financial or otherwise, of the District as the Bank may from time to time reasonably request.

Section 6.11. Protection of Security and Rights of the Bank. The District will preserve and protect the security hereof and the rights of the Bank to the Series 2023 Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.12. Payment of Taxes and Compliance with Governmental Regulations. The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Sewer System, or any part thereof or upon the Revenues when the same shall become due. The District will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Sewer System, or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.13. Amount of Rates and Charges.

(a) To the fullest extent permitted by law, at the commencement of each Fiscal Year, the District will fix and prescribe rates and charges for the Sewer Service which are reasonably expected, at the commencement of each such Fiscal Year, to be at least sufficient to yield during each Fiscal Year Net Revenues equal to 115% of Debt Service on Bonds and Contracts for such Fiscal Year. The District may make adjustments from time to time in such rates and charges and may make such classifications thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges are reasonably expected to be sufficient to meet the requirements of this Section.

(b) So long as the District has complied with its obligations set forth in subsection (a) above, the failure of Net Revenues to meet the threshold set forth in subsection (a) above at the end of a Fiscal Year shall not constitute a default or an Event of Default so long as the District has complied with subsection (a) at the commencement of the succeeding Fiscal Year.

Section 6.14. Eminent Domain Proceeds. Any amounts received as awards as a result of the taking of all or any part of the Sewer System by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the District, shall either: (a) be used for the acquisition or construction of improvements to the Sewer System; or (b) be applied to pay the Series 2023 Installment Payments in the manner provided herein.

Section 6.15. Further Assurances. The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Bank of the rights and benefits provided to it herein.

Section 6.16. Enforcement of Contracts. The District will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into, if such rescission or amendment would result in a default by the District in the payment of the Series 2023 Installment Payments or any Bonds or Contracts.

Section 6.17. Observance of Laws and Regulations. The District will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the District, including the District's right to exist and carry on business as a municipal corporation, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 6.18. Maintenance of Existence. The District shall preserve and maintain all licenses, permits, governmental approvals, rights, privileges and franchises necessary to conduct its business. The District will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another public agency or permit one or more public agencies to consolidate with or merge into it; provided, however, that the District may dissolve, consolidate or merge, sell or otherwise transfer to another entity all or substantially all of its assets, provided that the surviving, resulting or transferee entity, as the case may be: (i) is a public agency of the State of California or a subdivision thereof; (ii) assumes in writing all of the obligations of the District under this Installment Purchase Agreement; and (iii) provides an opinion of Special Counsel to the effect that such dissolution, consolidation, merger, sale or transfer will not adversely affect the exclusion of the interest component of the Series 2023 Installment Payments from gross income for federal income tax purposes.

Section 6.19. Notice to the Bank. The District shall promptly (but in no event more than five (5) Business Days after the occurrence of each such event or matter) give written notice to the Bank in reasonable detail of: (a) the occurrence of any Event of Default, or any condition, event or act which with the giving of notice or the passage of time or both would constitute an Event of Default; (b) any change in the name or the organizational structure of the District; (c) any loss or destruction of or damage to any portion of the District's property in excess of \$1,000,000; or (d) any litigation and of all proceedings before any governmental or regulatory agency affecting the District which seek a monetary recovery against the District in excess of \$1,000,000.

Section 6.20. Sovereign Immunity. To the extent that the District has or hereafter may acquire under any applicable law any right to immunity from set off or legal proceedings on the grounds of sovereignty or otherwise, the District hereby irrevocably waives such right to immunity for itself and agrees not to invoke any defense of immunity in respect of its obligations arising under or related to this Installment Purchase Agreement.

Section 6.21. Most Favored Covenant. In the event that the District has previously entered into or shall hereafter enter into or otherwise consent to any agreement or instrument (or any amendment, supplement or modification thereto) (each a “Relevant Agreement”) under which any Person undertakes to make loans, to refinance or restructure existing Bonds or Contracts or to extend credit or liquidity to the District or pursuant to which the District and a Person agree to a Hedge Agreement or other similar arrangement, which Relevant Agreement: (a) provides such Person with a covenant, provision or agreement which is more restrictive, as to the District; or (b) gives or grants greater rights or remedies to such Person whether as to timing of payment, priority of payment or Lien or otherwise (each, a “Favored Covenant”) than, in the case of (a), are undertaken by the District herein or, in the case of (b), are given or granted to the Bank herein, then each such Favored Covenant shall automatically be deemed to be incorporated into this Installment Purchase Agreement and the Bank shall have the benefits of each such Favored Covenant as if specifically set forth in this Installment Purchase Agreement for the duration of such Relevant Agreement. If necessary, the District shall promptly enter into an amendment to this Installment Purchase Agreement to include the Favored Covenant; provided that the Bank shall maintain the benefit of such Favored Covenant even if the District fails to provide such amendment. Notwithstanding anything to the contrary contained in this Section, each party hereto agrees that no provision described in this Section shall be deemed incorporated into this Installment Purchase Agreement if such incorporation would cause the interest component of the Series 2023 Installment Payments to be includable in the gross income of the Bank for federal tax purposes.

Section 6.22. Office of Foreign Assets Control; Patriot Act Compliance. No proceeds of this Installment Purchase Agreement will be used, directly or indirectly, for payments to any governmental official or employee, political party or its officials, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 6.23. Environmental Laws. The District shall comply with all applicable Environmental Laws and cure any defect or violation of Environmental Laws for which the District is the responsible party (and use commercially reasonable efforts to cause other Persons that are responsible parties to cure any such defect or violation) to the extent necessary to bring such real property owned, leased, occupied or operated by the District back into compliance with Environmental Laws and to comply with any cleanup orders issued by a Governmental Authority having jurisdiction there over. The District shall at all times use commercially reasonable efforts to render or maintain any real property owned, leased, occupied or operated by the District safe and fit for its intended uses. The District shall also promptly notify the Bank of any actual or alleged material failure to so comply with or perform, or any material breach, violation or default under any Environmental Law.

ARTICLE VII

PREPAYMENT OF SERIES 2023 INSTALLMENT PAYMENTS

Section 7.1. Prepayment. The Series 2023 Installment Payments are subject to prepayment prior to their stated maturity, as a whole or in part, on any Business Day after the Closing Date as directed by the District, in the minimum amount of \$50,000, from any source of legally available funds. The amount of any prepayment shall be the sum of the principal component of the Series 2023 Installment Payments being prepaid plus accrued interest with respect to the principal component of the Series 2023 Installment Payments being prepaid, plus a Prepayment Fee calculated as set forth below.

In connection with any Prepayment Event (as such term is defined below), a Prepayment Fee shall be paid by the District if the Prepayment Fee is a positive number. No Prepayment Fee shall be payable for a Prepayment Event if the Prepayment Fee for such Prepayment Event is a negative number. The Prepayment Fee will be determined by the Bank on the Business Day next preceding any Prepayment Date and will be calculated for the Series 2023 Installment Payments as follows:

The “**Prepayment Fee**” for any Prepayment Event is the difference between:

(i) the sum of the present values of a series of amounts computed for each Scheduled Due Date (as such term is defined below) after the Prepayment Date (as such term is defined below) through the Maturity Date for the Series 2023 Installment Payments, each of which amounts is equal to the product of: (A) the Affected Principal Amount (as such term is defined below) for the Affected Principal Period (as such term is defined below) ending on the Scheduled Due Date; multiplied by (B) the interest rate set forth in Section 4.1(c); multiplied by (C) the Day Count Fraction (as such term is defined below) for such Affected Principal Period;

minus

(ii) the sum of the present values of a series of amounts computed for each Scheduled Due Date after the Prepayment Date through the Maturity Date for the Series 2023 Installment Payments, each of which amounts is equal to the product of: (A) the Affected Principal Amount for the Affected Principal Period ending on the Scheduled Due Date; multiplied by (B) the Prepayment Rate; multiplied by (C) the Day Count Fraction for such Affected Principal Period;

where the Bank computes such present values by discounting each such series of amounts described in clause (i) and (ii) above from the Scheduled Due Date to the Prepayment Date using a series of discount factors corresponding to the Scheduled Due Date as determined by the Bank from the swap yield curve that the Bank would use as of the Prepayment Date in valuing a series of fixed rate interest rate swap payments similar to such series of amounts;

The “**Affected Principal Amount**” for an Affected Principal Period means the principal amount of the Series 2023 Installment Payments reflected in the Schedule of Principal Amounts scheduled to be outstanding during that Affected Principal Period determined as of the relevant Prepayment Date by the reference to such Schedule of Principal Amounts before giving effect to any Prepayment Event on that Prepayment Date.

The “**Affected Principal Period**” means each period from and including a Scheduled Due Date to but excluding the next succeeding Scheduled Due Date; provided, however, that if the Prepayment Date is not a Scheduled Due Date, the initial Affected Principal Period shall be the period from and including the Prepayment Date to but excluding the next succeeding Scheduled Due Date and the Affected Principal Amount for such initial Affected Principal Period shall be the amount stated in the Schedule of Principal Amounts outstanding for the Scheduled Due Date next preceding the Prepayment Date.

The “**Day Count Fraction**” means the anticipated basis on which interest at the interest rate (either set forth in Section 4.1(c) with respect to clause (i) above or the Prepayment Rate with respect to clause (ii) above) to be computed on the Series 2023 Installment Payments. The Day Count Fraction utilizes a 360-day year and consisting of twelve 30-day months;

The “**Prepayment Date**” means any date that an optional prepayment is made.

A “**Prepayment Event**” means any optional prepayment of the Series 2023 Installment Payments.

The “**Prepayment Rate**” means, for any Prepayment Date, and with respect to the Series 2023 Installment Payments, the fixed rate that the Bank determines is representative of what swap dealers would be willing to pay to the Bank (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearinghouse) as fixed rate payors on a semi-annual basis in return for receiving one-month LIBOR (or such alternate rate index such as SOFR designated for use in lieu of LIBOR by the International Swaps and Derivatives Association) based payments monthly under interest rate swap transactions that would commence on such Prepayment Date, and mature on, or as close as commercially practicable to, the Maturity Date for such Series 2023 Installment Payments.

The “**Scheduled Due Date**” means each date specified in Section 4.2(a) of this Installment Purchase Agreement on which the principal component of the Series 2023 Installment Payments is due.

The “**Schedule of Principal Amounts**” means the principal components of the Series 2023 Installment Payments scheduled to be outstanding on the date that the Series 2023 Installment Payments are funded and on the Scheduled Due Date. The Schedule of Principal Amounts for the Scheduled Due Dates is specified in Section 4.2(a).

The Bank shall determine the Prepayment Fee in good faith using such methodology as the Bank deems appropriate under the circumstance, and the Bank’s determination shall be conclusive and binding in the absence of manifest error.

Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid for and provision for payment thereof shall have been provided to the written satisfaction of the Bank.

Section 7.2. Method of Prepayment. Before making any prepayment pursuant to Section 7.1, the District shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Bank describing such

event and specifying the date on which the prepayment will be paid. The date of prepayment pursuant to Section 7.1 shall be not less than fifteen (15) nor more than forty-five (45) days from the date such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE BANK

Section 8.1. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen:

(a) Default shall be made in the due and punctual payment by the District of any Series 2023 Installment Payment or fees required to be paid hereunder, or any Contract or Bond, when and as the same shall become due and payable;

(b) Default shall be made by the District in the performance of any of the agreements or covenants contained herein required to be performed by it, and such default shall have continued for a period of thirty (30) days after the District knows, or should have known, that such default exists; provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such 30 day period, and corrective action is instituted by the District within such 30 day period and diligently pursued in good faith until the default is corrected, such default will not be an Event of Default under this Installment Purchase Agreement;

(c) Any financial statement or certificate furnished to the Bank in connection with the execution and delivery of this Installment Purchase Agreement, or any representation or warranty made by the District shall prove to be incorrect, false or misleading in any material respect when furnished or made;

(d) The filing of a notice of judgment lien against the District; or the recording of any abstract of judgment against the District in any county; or the service of a notice of levy and/or of a writ of attachment or execution, or other like process, against the assets of the District; or the entry of a judgment, which lien, abstract, levy or judgment or like process is in excess of \$1,000,000 (excluding any amounts paid from Net Proceeds of insurance) against District;

(e) Any default in the payment or performance of any material obligation, or any defined event of default, under any provisions of any contract, instrument or document pursuant to which the District has incurred any obligation for borrowed money, any purchase obligation, or any other liability of any kind to any person or entity, including the Bank;

(f) There shall exist or occupy any event or condition which materially impairs the prospect of payment or performance by the District of its obligations hereunder, which event or condition continues for a period of thirty (30) days after the District shall have been given notice in writing; or

(g) The District shall file a petition seeking arrangement or reorganization under federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with 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 if under the provisions of any

other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of their respective property;

then and in each and every such case during the continuance of such Event of Default the Bank may, by notice in writing to the District, declare all of the unpaid Series 2023 Installment Payments to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This Section however, is subject to the condition that if at any time after all of the unpaid Series 2023 Installment Payments shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the District shall deposit with the Bank a sum sufficient to pay all of the unpaid Series 2023 Installment Payments or the unpaid payment of any other Contract or Bond referred to in clause (a) above due prior to such declaration, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Series 2023 Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses of the Bank, and any and all other defaults known to the Bank (other than in the payment of all of the unpaid Series 2023 Installment Payments due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Bank or provision deemed by the Bank to be adequate shall have been made therefor, then and in every such case the Bank, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.2. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.1, all Revenues thereafter received and all amounts on deposit in the funds and accounts created hereunder shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, of the costs and expenses of the Bank if any, in carrying out the provisions of this article, including reasonable compensation to its accountants and counsel;

Second, to the payment of the Maintenance and Operation Costs; and

Third, to the payment of the entire principal amount of the unpaid Series 2023 Installment Payments and the unpaid principal amount of all Bonds and Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to such Series 2023 Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms.

Section 8.3. Other Remedies of the Bank. the Bank shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his or her duties under the Law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Bank; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Bank shall have no security interest in or mortgage on the 2023 Project, the Sewer System or other assets of the District or any other real property of the District, and no default hereunder shall result in the loss of the 2023 Project, the Sewer System or other assets of the District or any other real property of the District.

Section 8.4. Non-Waiver. Nothing in this Article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Series 2023 Installment Payments to the Bank at the respective due dates or upon prepayment from the Net Revenues, the Revenue Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Bank, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Bank shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Bank to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Bank by the Law or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Bank.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Bank, the District and the Bank shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.5. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.1. Discharge of Obligations.

(a) When all or any portion of the Series 2023 Installment Payments shall have become due and payable in accordance herewith or a written notice of the District to the effect that the District intends to prepay all or any portion of the Series 2023 Installment Payments shall have been filed with the Bank; and

(b) there shall have been deposited with the Bank at or prior to the date (or dates) specified for prepayment, and irrevocably appropriated and set aside to the payment of all or any portion of the Series 2023 Installment Payments, sufficient moneys and Defeasance Obligations, the principal of and interest on which when due will provide money sufficient, without reinvestment, to

pay all principal, prepayment premium, if any, and interest of such Series 2023 Installment Payments to their respective Series 2023 Installment Payment Dates or prepayment date or dates, as the case may be, as evidenced by a special report prepared by an Independent Certified Public Accountant addressed to the Bank;

then and in that event, the right, title and interest of the Bank herein and the obligations of the District hereunder shall, with respect to all or such portion of the Series 2023 Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Bank and the obligation of the District to have such moneys and such Defeasance Obligations applied to the payment of such Series 2023 Installment Payments, and the obligation of the District to pay any deficiency in such moneys and Permitted Investments).

Upon payment in full of the principal component of all Series 2023 Installment Payments plus interest thereon to the date of payment, the Bank shall pay over to the District as an overpayment of Series 2023 Installment Payments, all such moneys or such Defeasance Obligations held by it pursuant hereto other than such moneys and such Defeasance Obligations as are required for the payment or prepayment of the Series 2023 Installment Payments, which moneys and Defeasance Obligations shall continue to be held by the Bank in trust for the payment of the Series 2023 Installment Payments and shall be applied by the Bank to the payment of the Series 2023 Installment Payments of the District.

ARTICLE X

MISCELLANEOUS

Section 10.1. Liability of District Limited. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Net Revenues, the Revenue Fund, the Rate Stabilization Fund and the other funds provided herein for the payment of amounts due hereunder or for the performance of any agreements or covenants required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

The obligation of the District to make the Series 2023 Installment Payments is a special obligation of the District payable solely from the Net Revenues, and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 10.2. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District or the Bank any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Bank shall be for the sole and exclusive benefit of the other party.

Section 10.3. Successor Is Deemed Included in all References to Predecessor. Whenever either the District or the Bank is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District or the Bank, and all agreements and covenants required hereby to be performed by or on behalf of the

District or the Bank shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.4. Waiver of Personal Liability. No director, officer or employee of the District shall be individually or personally liable for the payment of the Series 2023 Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.5. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith” and other words of similar import refer to this Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.6. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Bank shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Bank hereby declare that they would have executed this Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.7. Assignment and Participation.

(a) This Installment Purchase Agreement and any rights hereunder may be assigned by the Bank, as a whole or in part, without the necessity of obtaining the prior consent of the District.

(b) The Bank may assign its rights, title and interests herein, but no such assignment will be effective as against the District unless and until the Bank has filed with the District at least five (5) Business Days’ prior written notice thereof and an executed copy of a letter addressed to the District and the Bank substantially in the form of the letter delivered by the Bank on the date this Installment Purchase Agreement is executed and delivered by the parties hereto and attached hereto as Exhibit B. The District shall pay all Series 2023 Installment Payments hereunder to the Bank, as provided in Section 4.2 hereof, or under the written direction of the assignee named in the most recent assignment or notice of assignment filed with the District. During the term of this Installment Purchase Agreement, the District will keep a complete and accurate record of all such notices of assignment.

Section 10.8. Net Contract. This Installment Purchase Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof of the Series 2023 Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.9. California Law; Venue. THIS INSTALLMENT PURCHASE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District: Mission Springs Water District
66575 Second Street
Desert Hot Springs, California 92240
Attention: Director of Finance

If to the Bank: Wells Fargo Bank, National Association
c/o Wells Fargo Government Banking
334 W. 3rd Street, 4th Floor
San Bernardino, California 92401
Attention: Jamie O'Connell

Section 10.11. Effective Date. This Installment Purchase Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Bank).

Section 10.12. Execution in Counterparts. This Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 10.13. Indemnification of the Bank. The District shall, to the extent then permitted by law, indemnify, protect, hold harmless, save and keep harmless the Bank and its directors, officers and employees from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the execution and delivery of this Installment Purchase Agreement, the operation and use of the Sewer System and each portion thereof or any accident in connection with the operation, use, condition or possession of the Sewer System or any portion thereof resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the District or the Bank; any claim arising out of any environmental law or regulation; any claim for patent, trademark or copyright infringement; and any claim arising out of strict liability in tort. No indemnification is made under this Section 10.13 or elsewhere in this Installment Purchase Agreement for willful misconduct or gross negligence under this Installment Purchase Agreement by the Bank, or its respective officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Installment Purchase Agreement or the termination of the term of this Installment Purchase Agreement for any reason. The District and the Bank each agree to promptly give notice to each other and the Bank of any claim or liability hereby indemnified against following learning thereof.

Section 10.14. Amendments Permitted. This Installment Purchase Agreement and the rights and obligations of the Bank and the District may be modified or amended at any time by an amendment hereto which shall become binding with the written consents of the parties hereto.

Section 10.15. No Fiduciary Relationship. The District acknowledges and agrees that its dealing with the Bank are solely in the nature of a debtor/creditor relationship and that in no event shall the Bank be considered to be a partner or joint venture of the District. Also, the District represents and warrants that it has independently evaluated the business transaction and has not relied upon, nor will it rely upon, the expertise, advise or other comments or statements of the Bank (including agents of the Bank), if any, in deciding to pursue such undertaking. As the District is experienced in business, in no event shall the Bank owe any fiduciary or similar obligations to it in connection with the subject transaction.

Section 10.16. Arbitration.

(a) Judicial Reference. THE DISTRICT AND THE BANK, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE DISTRICT AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS INSTALLMENT PURCHASE AGREEMENT. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN A FORUM, THE DISTRICT AND THE BANK HEREBY CONSENT TO THE ADJUDICATION OF ANY AND ALL CLAIMS PURSUANT ARBITRATION AS DESCRIBED BELOW, OR TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ANY AND ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. A JUDICIAL REFEREE WITH THE QUALIFICATIONS REQUIRED HEREIN FOR ARBITRATORS SHALL BE SELECTED PURSUANT TO THE SELECTION PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (“JAMS”).

(b) General. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to: (i) any credit subject hereto, or this Installment Purchase Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit. In the event of a court-ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within thirty (30) days of the abatement order or the time specified by the court. Failure to timely file the demand for arbitration as ordered by the court will result in that party’s right to demand arbitration being automatically terminated.

(b) Governing Rules. Any arbitration proceeding will: (i) proceed in a location in California selected by JAMS; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by JAMS, or such other administrator as the parties shall mutually agree upon, in accordance with the JAMS’ commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration

fees and costs, in which case the arbitration shall be conducted in accordance with the JAMS' optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. § 91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to: (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in clauses (i), (ii) and (iii) of this subsection.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the State of California or a neutral retired judge of the state or federal judiciary of California, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all disputes in accordance with the substantive law of California and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator(s) deems necessary to the same extent that a judge could pursuant to the Federal Rules of Civil Procedure, the California Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Real Property Collateral. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless: (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration; or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

(i) Miscellaneous. To the maximum extent practicable, JAMS, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with JAMS. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to this Installment Purchase Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of this Installment Purchase Agreement or any relationship between the parties.

(j) Small Claims Court. Notwithstanding anything herein to the contrary, each party retains the right to pursue in Small Claims Court any dispute within that court's jurisdiction. Further, this arbitration provision shall apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the Small Claims Court.

Section 10.17. Restrictions on Installment Purchase Agreement. The District agrees not to cause this Installment Purchase Agreement to be: (a) assigned a rating by any credit rating agency; (ii) registered with The Depository Trust Company or any other securities depository; (iii) offered pursuant to any type of offering document or official statement; or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. No placement agent or underwriter is involved in the execution and delivery of this Installment Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

MISSION SPRINGS WATER DISTRICT

By: _____
President of the Board of Directors

Attest:

Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Authorized Signatory

EXHIBIT ADESCRIPTION OF 2023 PROJECT

The 2023 Project comprises the following described improvements:

- Construction of the West Valley Water Reclamation Facility, including an influent pump station; coarse screening with screenings compactor; a stacked tray or vortex grit removal with grit classifiers; sequencing batch reactors; effluent disposal to infiltration basins; aerated sludge storage with decanter for gravity thickening; a 3-belt filter press for biosolids dewatering; sludge drying beds; contract disposal of biosolids; odor control facilities; and an emergency stand-by power generator.
- Septic abatement and installation of approximately 25,260 linear feet of 4-inch sewer laterals to replace approximately 405 septic tanks.
- Construction and installation of approximately 17,272 linear feet of 8-inch gravity sewer lines for new sewer collection system.
- Construction and installation of new sewer conveyance system to connect new and approximately 2,919 existing sewer connections to West Valley Water Reclamation Facility.
- Reconfigure existing Dos Palmas Lift Station.

EXHIBIT B
FORM OF LENDER LETTER

[Date of Delivery]

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

Mission Springs Water District
2023 Installment Purchase Agreement

Ladies and Gentlemen:

[NAME OF PURCHASER] (“Purchaser”) has agreed to execute and deliver the above referenced Installment Purchase Agreement, dated as of January 1, 2023 (the “Agreement”), with the Mission Springs Water District (the “District”). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Agreement. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the execution and delivery of the Agreement.
2. The Purchaser has authority to execute and delivery the Agreement and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the execution and delivery of the Agreement.
3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
4. The Purchaser is: (a) an affiliate of the original purchaser of the Agreement; (b) a trust or other custodial arrangement established by the original purchaser of the Agreement or one of its affiliates, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”); or (c) a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more.
5. The Purchaser understands that no official statement, prospectus, offering circular or other comprehensive offering statement is being provided with respect to the Agreement. The Purchaser has made its own inquiry and analysis with respect to the District, the 2023 Project, the Agreement and the security therefor, and other material factors affecting the security for and payment of the Series 2023 Installment Payments.
6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the District, to which a reasonable investor would attach significance in making investment decisions,

and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District, the 2023 Project, the Agreement and the security therefor, so that as a reasonable investor, it has been able to make its decision to execute and deliver the Agreement.

7. The Purchaser understands that the Agreement: (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state; (b) is not listed on any stock or other securities exchange; and (c) carries no rating from any credit rating agency.

8. The Agreement is being executed and delivered by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute its interest in the Agreement in Authorized Denominations, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person that meets the requirements of paragraph 4 and who executes an investor letter substantially in the form of this letter.

The Purchaser represents that it is not acting as a Participating Underwriter with respect to the Agreement for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

[PURCHASER]

By _____
Name _____
Title _____

EXHIBIT C

FORM OF REQUISITION FROM ACQUISITION FUND

REQUISITION NO. _____
FOR DISBURSEMENT FROM ACQUISITION FUND

MISSION SPRINGS WATER DISTRICT
2023 INSTALLMENT PURCHASE AGREEMENT

The undersigned hereby states and certifies:

(i) that he or she is the duly appointed, qualified and acting General Manager of the Mission Springs Water District (the “District”), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.5 of that certain Installment Purchase Agreement, dated as of January 1, 2023 (the “Installment Purchase Agreement”), by and between the District and Wells Fargo Bank, National Association, the undersigned hereby requests the Director of Finance to disburse this date the following amounts from the Acquisition Fund established under the Installment Purchase Agreement, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final; and

(v) that there has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

MISSION SPRINGS WATER DISTRICT

General Manager

EXHIBIT A
ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
_____			_____
_____			_____
_____			_____
_____			_____
_____			_____

EXHIBIT D

FORM OF SUBSTITUTION STATEMENT

Mission Springs Water District
66575 Second Street
Desert Hot Springs, California 92240
Attention: Director of Finance

Wells Fargo Bank, National Association
c/o Wells Fargo Government Banking
334 W. 3rd Street, 4th Floor
San Bernardino, California 92401
Attention: Jamie O’Connell

The undersigned [Title of Authorized Representative] of the Mission Springs Water District (the “District”) hereby states pursuant to Section 3.4 of the Installment Purchase Agreement, dated as of January 1, 2023 (the “Installment Purchase Agreement”), by and between Mission Springs Water District and Wells Fargo Bank, National Association that each component of the 2023 Project (as defined in the Installment Purchase Agreement) described in the first column of Exhibit A attached hereto, with an estimated cost set forth in the second column of Exhibit A, will be replaced by the corresponding improvement described in the third column of Exhibit A with an estimated cost set forth in the fourth column of Exhibit A.

Dated: _____, 202__

[Title of Authorized Representative]

EXHIBIT A

<i>Components of 2023 Project to be Replaced</i>	<i>Cost of Each Component of 2023 Project to be Replaced</i>	<i>Improvements to be Substituted</i>	<i>Cost of Each Improvement to be Substituted</i>
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TABLE OF CONTENTS

**Mission Springs Water District
Installment Purchase Agreement, Series 2023
DRAFT as of 1/4/2023**

Report	Page
Sources and Uses of Funds	1
Bond Debt Service	2
Bond Summary Statistics	3
Important Disclosures	4

SOURCES AND USES OF FUNDS

**Mission Springs Water District
Installment Purchase Agreement, Series 2023
DRAFT as of 1/4/2023**

Dated Date 01/21/2023
Delivery Date 01/21/2023

Sources:

Bond Proceeds:	
Par Amount	15,000,000.00
	<hr/>
	15,000,000.00
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Funds	14,940,000.00
Cost of Issuance:	
Other Cost of Issuance	60,000.00
	<hr/>
	15,000,000.00
	<hr/> <hr/>

BOND DEBT SERVICE

**Mission Springs Water District
Installment Purchase Agreement, Series 2023
DRAFT as of 1/4/2023**

Dated Date 01/21/2023
Delivery Date 01/21/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
01/21/2023						15,000,000	15,000,000
02/01/2023			18,750	18,750		15,000,000	15,000,000
03/01/2023			56,250	56,250		15,000,000	15,000,000
04/01/2023			56,250	56,250		15,000,000	15,000,000
05/01/2023			56,250	56,250		15,000,000	15,000,000
06/01/2023			56,250	56,250		15,000,000	15,000,000
07/01/2023			56,250	56,250		15,000,000	15,000,000
08/01/2023			56,250	56,250		15,000,000	15,000,000
09/01/2023			56,250	56,250		15,000,000	15,000,000
10/01/2023			56,250	56,250		15,000,000	15,000,000
11/01/2023			56,250	56,250		15,000,000	15,000,000
12/01/2023			56,250	56,250		15,000,000	15,000,000
01/01/2024			56,250	56,250		15,000,000	15,000,000
01/21/2024					637,500	15,000,000	15,000,000
02/01/2024			56,250	56,250		15,000,000	15,000,000
03/01/2024			56,250	56,250		15,000,000	15,000,000
04/01/2024			56,250	56,250		15,000,000	15,000,000
05/01/2024			56,250	56,250		15,000,000	15,000,000
06/01/2024			56,250	56,250		15,000,000	15,000,000
07/01/2024			56,250	56,250		15,000,000	15,000,000
08/01/2024			56,250	56,250		15,000,000	15,000,000
09/01/2024			56,250	56,250		15,000,000	15,000,000
10/01/2024			56,250	56,250		15,000,000	15,000,000
11/01/2024			56,250	56,250		15,000,000	15,000,000
12/01/2024			56,250	56,250		15,000,000	15,000,000
01/01/2025			56,250	56,250		15,000,000	15,000,000
01/21/2025	15,000,000	4.500%	37,500	15,037,500	15,712,500		
	15,000,000		1,350,000	16,350,000	16,350,000		

BOND SUMMARY STATISTICS

**Mission Springs Water District
Installment Purchase Agreement, Series 2023
DRAFT as of 1/4/2023**

Dated Date	01/21/2023
Delivery Date	01/21/2023
Last Maturity	01/21/2025
Arbitrage Yield	4.542558%
True Interest Cost (TIC)	4.542558%
Net Interest Cost (NIC)	4.500000%
All-In TIC	4.756586%
Average Coupon	4.500000%
Average Life (years)	2.000
Duration of Issue (years)	1.916
Par Amount	15,000,000.00
Bond Proceeds	15,000,000.00
Total Interest	1,350,000.00
Net Interest	1,350,000.00
Total Debt Service	16,350,000.00
Maximum Annual Debt Service	15,712,500.00
Average Annual Debt Service	8,175,000.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	15,000,000.00	100.000	4.500%	2.000
	15,000,000.00			2.000

	<u>TIC</u>	<u>All-In TIC</u>	<u>Arbitrage Yield</u>
Par Value	15,000,000.00	15,000,000.00	15,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-60,000.00	
- Other Amounts			
Target Value	15,000,000.00	14,940,000.00	15,000,000.00
Target Date	01/21/2023	01/21/2023	01/21/2023
Yield	4.542558%	4.756586%	4.542558%

IMPORTANT DISCLOSURES

This document and any other materials accompanying this document (collectively, the 'Materials') are provided for general informational purposes only. By accepting any Materials, the recipient acknowledges and agrees to the matters set forth below.

Wells Fargo Corporate & Investment Banking and Wells Fargo Securities (each referred to herein as 'CIB' and may be referred to elsewhere as 'WFS') are the trade names used for the corporate banking, capital markets and investment banking services of Wells Fargo & Company ('WFC') and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a U.S. broker-dealer registered with the U.S. Securities and Exchange Commission ('SEC') and a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Bank, N.A. ('WFBNA'), a member of NFA, and Wells Fargo Bank, N.A. Municipal Finance Group, a separately identifiable department of WFBNA which is registered with the SEC as a municipal securities dealer. Municipal derivatives services are provided by WFBNA, a swap dealer provisionally registered with the CFTC and member of the NFA and conditionally-registered security-based swap dealer with the SEC. Commercial banking products and services are provided by WFBNA. Investment banking and capital markets products and services provided by CIB, are not a condition to any banking product or service.

CIB is providing these Materials to you for discussion purposes only in connection with serving as an underwriter or placement agent (collectively referred to herein as "underwriter") to you. As part of our services as underwriter, CIB may provide advice concerning the structure, timing, terms, and other similar matters concerning the issue of municipal securities that CIB proposes to underwrite as described in the Materials. The Materials may also contain such advice. Any such advice has been, and would be, provided by CIB in the context of serving as an underwriter and not as your financial advisor. In our capacity as underwriter, our primary role is to purchase securities from you (or the issuer in the case of a conduit transaction) for resale to investors, or arrange for the placement of securities with investors on your behalf, in an arm's length commercial transaction between you and CIB in which CIB is acting solely as a principal or agent, as applicable, and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether we, or an affiliate has or is currently acting as such on a separate transaction (the use of the term "agent" does not imply any fiduciary relationship). As underwriter, CIB's financial and other interests differ from your (or the issuer's) interests.

The information provided herein is not intended to be and should not be construed as advice within the meaning of Section 15B of the Securities Exchange Act of 1934, and CIB will not be acting as your municipal advisor under the municipal advisor rules of the SEC and the SEC's guidance in its Registration of Municipal Advisors Frequently Asked Questions dated May 19, 2014, as supplemented (collectively, 'Muni Advisor Rules'). CIB will not have any duties or liability to any person or entity in connection with the information being provided in the Materials. You should consult with your own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Please be advised that any information in the Materials regarding municipal derivatives is being provided by WFBNA as a swap dealer and that any swap offered or recommended in the Materials is being offered or recommended by WFBNA as a swap dealer. In addition to the information furnished herein, you should not enter into any swap or other transaction described in the Materials without reviewing and understanding our 'Disclosure of Material Information for Swaps' and accompanying documents available to you at Swap Disclosures, along with any other materials concerning municipal derivatives provided to you by your municipal derivatives contact (together, 'Swap Materials and Disclosures'). Any information in the Materials regarding municipal derivatives was prepared by an associated person of WFBNA as a swap dealer and is subject to the disclosures provided in any Swap Materials and Disclosures. Any questions concerning any information in the Materials regarding municipal derivatives should be directed to your municipal derivatives contact.

If you would like a municipal advisor that has legal fiduciary duties to you, you are certainly free to engage a municipal advisor to serve in that capacity.

Any municipal underwriting, commercial paper and remarketing rankings referenced herein represent combined totals for Wells Fargo Bank, National Association, acting through its Municipal Finance Group ('WFBNA MFG') and Wells Fargo Securities, LLC ('WFSLLC'). Non-municipal underwriting, commercial paper and remarketing rankings referenced herein represent totals for WFSLLC only. Any secondary market trading data or information referenced herein represents the secondary market trading data or information of WFBNA MFG and/or WFSLLC unless otherwise noted. Source information for any ranking information not otherwise provided herein is available on request. Any rankings referencing competitive municipal new issues for time periods prior to 2011 include issues underwritten by Wells Fargo Clearing Services, LLC ('WFCS'), a separate broker-dealer subsidiary of WFC. Underwriting activities of WFCS are not managed or otherwise controlled by WFBNA MFG or WFSLLC. Information for 2009 and prior includes transactions that may have been underwritten by other broker-dealers that were acquired by WFC and/or its predecessors.

If the Materials are being provided to you under any of the following events, the information contained in the Materials and any subsequent discussions between us, including any and all information, advice, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the Swap Dealer, Bank, RFP, IRMA exemptions and underwriter exclusion, as applicable, provided under the Muni Advisor Rules. In the event the Swap Dealer, Bank, RFP, IRMA exemptions, or underwriter exclusion do not apply, the information included in the Materials are provided in reliance on the general information exclusion to advice under the Muni Advisor Rules.

In the event that you have provided us with your written representation in form and substance acceptable to WFBNA that you are represented by a 'qualified independent representative' as defined in the Commodity Exchange Act ('CEA') with respect to any municipal derivative or trading strategy involving municipal derivatives described in the Materials, we have provided you with our written disclosure that we are not acting as an advisor to you with respect to the municipal derivative or trading strategy pursuant to Section 4s(h)(4) of the CEA and the rules and regulations thereunder, and have taken certain other steps to establish the 'Swap Dealer exemption' under the Muni Advisor Rules.

Any information related to a bank-purchased bond transaction ('Direct Purchase') included in the Materials is a product offering of WFBNA or a subsidiary thereof ('Purchaser') as purchaser / investor. CIB will not participate in any manner in any Direct Purchase transaction between you and Purchaser, and Wells Fargo employees involved with a Direct Purchase transaction are not acting on behalf of or as representatives of CIB. The information contained herein regarding Purchaser's Direct Purchase is being provided to you by CIB only for purposes of providing financing alternatives that may be available to you from WFC and its affiliates. Information contained in this document regarding Direct Purchase is for discussion purposes only in anticipation of engaging in arm's length commercial transactions with you in which Purchaser would be acting solely as a principal to purchase securities from you or a conduit issuer, and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether Purchaser, or an affiliate has or is currently acting as such on a separate transaction. Additionally, Purchaser has financial and other interests that differ from your interests. Purchaser's sole role would be to purchase securities from you (or the conduit issuer). Any information relating to a Direct Purchase is being provided to you pursuant to and in reliance on the 'Bank exemption' under the Muni Advisor Rules and the general information exclusion to advice under the Muni Advisor Rules.

In the event the Materials are being provided in connection with a RFP, the SEC exempts from the definition of municipal advisor 'any person providing a response in writing or orally to a request for proposals or qualifications from a municipal entity or obligated person for services in connection with a municipal financial product or the issuance of municipal securities; provided however, that such person does not receive separate direct or indirect compensation for advice provided as part of such response' ('RFP exemption'). In such event, we have relied upon the RFP exemption, and on your distribution and execution of this RFP through a competitive process. In the event WFBNA MFG is the party providing the Materials responses to all questions, certifications, attestations, information requests, and similar in the RFP or RFQ to which this response relates are specifically limited to, in context of, and as applied to, WFBNA MFG in its capacity as a separately identifiable department of a national bank that is registered as a municipal securities dealer with the SEC, Office of the Comptroller of the Currency, and Municipal Securities Rulemaking Board; and not on behalf of WFBNA, unless specified otherwise in our response.

In the event that you have provided us with your written representation that you are represented by an independent registered municipal advisor (an 'IRMA') within the meaning of the Muni Advisor Rules, with respect to the transaction(s) described in the Materials we have provided you with our written disclosure that we are not a municipal advisor to you and are not subject to the fiduciary duty under the Muni Advisor Rules, if applicable, and have taken certain other steps to establish the 'IRMA exemption' under the Muni Advisor Rules.

In the event that you have engaged us to serve as an underwriter with respect to the municipal securities issuance described in the Materials we have provided you with our written disclosure regarding our role as an underwriter, that we are not a municipal advisor to you and are not subject to the fiduciary duty under the Muni Advisor Rules, if applicable.

If savings threshold level information is contained herein, please be advised that CIB is not recommending nor providing advice regarding which maturities should be refunded by you.

On July 27, 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates the London Interbank Offered Rate ('LIBOR'), announced that it intends to stop persuading or compelling banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. It is impossible to predict whether and to what extent banks will continue to provide LIBOR

IMPORTANT DISCLOSURES

submissions to the administrator of LIBOR or whether any additional reforms to LIBOR may be enacted in the United Kingdom or elsewhere. While global regulators and financial services industry market participants, including the Alternative Reference Rates Committee in the United States, have been working on developing alternative reference rates ('ARR') for LIBOR and other interbank offered rates, there is no guarantee that ARR will be developed or widely used by market participants by the end of 2021, that any ARRs developed will be suitable for each transaction as a substitute or successor for LIBOR, that the composition or characteristics of ARRs will be similar to those of LIBOR, or that ARRs will be the economic equivalent of the rate used in your LIBOR-based swap or financing transactions. Therefore, if LIBOR is discontinued during the term of your swap, your payments would be calculated differently and could be higher or more volatile than expected. These risks and others are discussed in greater detail at the IBOR Alternative Reference Rates disclosure at: www.wellsfargo.com/swapdisclosures.

The Materials do not constitute an offer to sell or a solicitation of an offer to buy, or a recommendation or commitment for any transaction involving the securities or financial products named or described herein, and are not intended as investment advice or as a confirmation of any transaction. Assumptions stated herein may or may not be valid. Externally sourced information contained in the Materials has been obtained or derived from sources we reasonably believe to be reliable, but CIB makes no representation or warranty, express or implied, with respect thereto, and does not represent or guarantee that such information is accurate or complete. Such information is subject to change without notice and CIB accepts no responsibility to update or keep it current. CIB does not assume or accept any liability for any loss which may result from reliance thereon. CIB and/or one or more of its affiliates may provide advice or may from time to time have proprietary positions in, or trade as principal in, any securities or other financial products that may be mentioned in the Materials, or in derivatives related thereto.

Notwithstanding anything to the contrary contained in the Materials, all persons may disclose to any and all persons, without limitations of any kind, the U.S. federal, state or local tax treatment or tax structure of any transaction, any fact that may be relevant to understanding the U.S. federal, state or local tax treatment or tax structure of any transaction, and all materials of any kind (including opinions or other tax analyses) relating to such U.S. federal, state or local tax treatment or tax structure, other than the name of the parties or any other person named herein, or information that would permit identification of the parties or such other persons, and any pricing terms or nonpublic business or financial information that is unrelated to the U.S. federal, state or local tax treatment or tax structure of the transaction to the taxpayer and is not relevant to understanding the U.S. federal, state or local tax treatment or tax structure of the transaction to the taxpayer.

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1Q23



BOARD OF DIRECTORS REGULAR MEETING STUDY SESSION MINUTES

Thursday, December 15, 2022 at 3:00 PM
Via Teleconference – No Live Attendance

CALL TO ORDER

President Martin called the meeting to order at 3:00 pm.

SWEARING IN OF NEW BOARD MEMBERS

General Manager & Board Secretary, Arden Wallum swore in two new Directors to the Board, Amber Duff and Ted Mayrhofen.

ROLL CALL

BOARD MEMBERS PRESENT: President Russ Martin, Director Ivan Sewell, Director Robert Griffith
Director Amber Duff, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Arden Wallum, Brian Macy, Arturo Ceja, Danny Friend, Dori Petee, Kurt Kettenacker, Jeff Nutter, Marion Champion, Carol Morin, Lisa Pelton, Amanda Lucas, Eric Weck, Theresa Murphy, Mike Platt, Oriana Hoffert, April Scott, Rachel Pust

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 upon any one subject until every other member on the Board wishing to speak on the subject shall have been given the opportunity to speak. No Board member shall interfere with the orderly progress of a Board meeting. In order to ensure the orderly progress of Board meetings the Board President regulates the amount of time to be dedicated to a particular agenda item.”

PUBLIC INPUT

No public input

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT

This item will be fully recognized on Monday.

ACTION ITEMS

RESOLUTION 2022-30 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE MISSION SPRINGS WATER DISTRICT FOR THE PERIOD DECEMBER 23, 2022 – JANUARY 22, 2023, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

It is recommended to approve Resolution 2022-30, continuing teleconferencing meetings for the period of December 23, 2022 - January 22, 2023.

Standard monthly item, however, this will be ending at the end of February of 2023. General Counsel, John Pinkney reviewed the new Assembly Bill that will replace this, Assembly Bill (AB) 2449.

RESOLUTION NO. 2022-31 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT RECOMMENDING APPROVAL OF A NOTICE OF EXEMPTION DETERMINATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES FOR THE SUPPLEMENTAL ENVIRONMENTAL PROJECT

It is recommended to adopt Resolution No. 2022-31, recommending approval of a Notice of Exemption determination under the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15300 for the Supplemental Environmental Project and direct the General Manager to sign the attached Notice of Exemption and file same with the Riverside County Clerk.

General Manager Wallum introduced this item. He briefly explained the events that unfolded in October 2020 that resulted in the civil and administrative liability that is being converted into the Supplemental Environmental Project. This will resolve the violation specified in that order. Brian Macy went on to explain the project and the benefit it will have to the Groundwater supply and the Desert Hot Springs community.

RESOLUTION 2022-32 - AMENDING RESOLUTION NO. 2022-17; REVISIONS TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS

It is recommended to adopt Resolution No. 2022-32 providing for the revisions to Mission Springs Water District Personnel Rules and Regulations.

Oriana Hoffert, Human Resources Manager, presented an explanation of the proposed changes.

ANNUAL REPORT OF CAPACITY FEES AND RELATED CAPITAL EXPENDITURES

It is recommended that the Board of Directors accept the annual report of capacity fees and related expenditures as submitted.

Arturo Ceja provided the guidelines for development/connection fees. The District is not permitted to collect these fees and not spend them within five years.

ELECTION OF MSWD BOARD OFFICERS FOR 2023

President Martin explained this process is to elect the President and Vice President. This will take place on Monday.

DISCUSSION ITEMS

MSWD REGIONAL WATER RECLAMATION FACILITY UPDATE

Steve Ledbetter of TKE shared a power point and slide show of the construction progress at the Reclamation Facility.

CRITICAL SERVICES CENTER AND ADMINISTRATIVE BUILDING UPDATE

Assistant General Manager, Brian Macy explained, for the benefit of the new board members, a little about our architect regarding this project. He noted an upcoming tour of the Palm Springs Unified School District, this building was also designed by our architect.

ENERGY CONSERVATION AND EFFICIENCY SERVICES PLAN – ENGIE SERVICES U.S.

On June 30, 2022, MSWD staff solicited qualifications for qualified contractors to demonstrate the competence and capacity of contractors to perform a design-build contract to assist MSWD in becoming more energy efficient. The design-build contract will include three (3) distinct phases: Development of an Energy Conservation and Efficiency Services Plan (feasibility study), Comprehensive Plan development, and the filing of solar interconnection applications and, Construction of energy enhancements and capital improvements to reduce electrical consumption.

Staff reviewed the three (3) proposals received from various consulting firms and contractors. Based on the qualifications received on July 28, 2022, staff evaluated the qualifications and selected ENGIE Services U.S. Inc. (ENGIE) as the most qualified contractor based on the scoring criteria in the Request for Qualifications. With Board concurrence, ENGIE will begin the development of an Energy Conservation and Efficiency Services Plan by evaluating the energy consumption and needs of the Alan L. Horton Wastewater Treatment Plant as well as other District-wide consumption and energy needs as outlined in their Statement of Qualifications.

ENGIE is proposing to complete the Energy Conservation and Efficiency Services Plan, the development of the Comprehensive Plan, filing of the necessary solar interconnection applications on the District's behalf, and make final recommendations for Board approval at no cost to the District. Once the recommendations are thoroughly vetted by staff and the Board, staff will bring an Energy Services Contract to the Board for approval. Based on the schedule provided by ENGIE, the Energy Services Contract will be presented to the Board in the next 12 months.

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:

November 17, 2022 - Study Session
November 21, 2022 - Board Meeting

REGISTER OF DEMANDS

The register of demands totaling \$857,374.50

2023 BOARD OF DIRECTORS MEETING SCHEDULE

REPORTS

DIRECTOR'S REPORTS

All Director Reports will be given on Monday 12/19.

GENERAL MANAGER'S REPORT

Included in the General Manager's report are the following oral reports:

- A. Financial Report (Monday 12/19)
- B. Public Affairs Update

Marion Champion presented a Public Relations Update.

COMMENTS

DISTRICT COUNSEL COMMENTS

Nothing to report

DIRECTOR COMMENTS

Vice President Sewell thanked Carol Morin & Marion Champion for their assistance in getting him visuals for a presentation he made at Cabot's Yerxa Elementary School. He also welcomed our two new Board members. Lastly, he requested a workshop for all Board members to have an open discussion on District business.

Director Mayrhofen thanked all for the warm welcome.

Director Duff also thanked the staff for the welcome and wished the former members good luck in the future.

Director Griffith also welcomed the new Board members.

President Martin echoed the sentiments above and encouraged the new members to take advantage of all the learning opportunities. He also noted a healthy organization can have a difference of opinion, and the way you handle those differences is critical to the health of that organization.

ADJOURN

Respectfully,

Arden Wallum
Secretary of the Board of Directors



BOARD OF DIRECTORS REGULAR MEETING MINUTES

Monday, December 19, 2022 at 3:00 PM
Via Teleconference – No Live Attendance

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Led by President Martin, acknowledgments, and a moment of silence for those friends and family of the District who have passed away this year.

ROLL CALL

BOARD MEMBERS PRESENT: President Russ Martin, Director Ivan Sewell, Director Robert Griffith, Director Amber Duff, Director Ted Mayrhofen

STAFF MEMBERS PRESENT: Arden Wallum, Brian Macy, Kurt Kettenacker, Dori Petee, Jeff Nutter, Amanda Lucas, April Scott, Rachel Pust, Carol Morin, Eric Weck, Lisa Pelton, Theresa Murphy

PRESENTATION

SPECIAL RECOGNITION OF OUTGOING BOARD MEMBER NANCY WRIGHT

General Manager, Arden Wallum thanked Nancy Wright for the thirty-four (34) years she dedicated to this District. Staff presented a slide show, Board members and some public addressed Nancy, thanking her for her service and dedication to Mission Springs Water District.

PUBLIC INPUT

No public input

EMPLOYEE RECOGNITION

HUMAN RESOURCES REPORT

The Board acknowledged the following employees:

ANNIVERSARIES

Brian Macy	Assistant General Manager	3 Years
Amanda Lucas	Administrative Assistant	6 Years
Jeff Nutter	Field Operations Superintendent	28 Years

ACTION ITEMS

RESOLUTION 2022-30 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE

TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE MISSION SPRINGS WATER DISTRICT FOR THE PERIOD DECEMBER 23, 2022 – JANUARY 22, 2023, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

The Board adopted Resolution 2022-30, continuing teleconferencing meetings for the period of December 23, 2022 - January 22, 2023.

Motion made by Director Mayrhofen, Seconded by Director Sewell.

Voting Yea: President Martin, Director Sewell, Director Griffith, Director Duff, Director Mayrhofen

RESOLUTION NO. 2022-31 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSION SPRINGS WATER DISTRICT RECOMMENDING APPROVAL OF A NOTICE OF EXEMPTION DETERMINATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES FOR THE SUPPLEMENTAL ENVIRONMENTAL PROJECT

The Board adopted Resolution No. 2022-31, recommending approval of a Notice of Exemption determination under the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15300 for the Supplemental Environmental Project and directed the General Manager to sign the attached Notice of Exemption and file same with the Riverside County Clerk.

Motion made by Director Sewell, Seconded by Director Mayrhofen.

Voting Yea: President Martin, Director Sewell, Director Griffith, Director Duff, Director Mayrhofen

RESOLUTION 2022-32 - AMENDING RESOLUTION NO. 2022-17; REVISIONS TO MISSION SPRINGS WATER DISTRICT PERSONNEL RULES AND REGULATIONS

The Board adopted Resolution No. 2022-32 providing for the revisions to Mission Springs Water District Personnel Rules and Regulations.

Motion made by Director Griffith, Seconded by Director Duff.

Voting Yea: President Martin, Director Sewell, Director Griffith, Director Duff, Director Mayrhofen

ANNUAL REPORT OF CAPACITY FEES AND RELATED CAPITAL EXPENDITURES

The Board of Directors accepted the annual report of capacity fees and related expenditures as submitted.

ELECTION OF MSWD BOARD OFFICERS FOR 2023

President Martin turned the proceeding over to the Executive Assistant. Nominations for President for the term ending December 2023. Director Griffith nominated President Martin for another term as President; President Martin accepted the nomination. There were no further nominations for President. A roll call vote was taken and by a vote of 5-0, Russ Martin was elected president for the term ending December 2023.

The Executive Assistant called for nominations for Vice President for the term ending December 2023. Director Griffith nominated Director Sewell for Vice President; Director Sewell accepted the nomination. There were no further nominations for Vice President. A roll call vote was taken and by a vote of 5-0, Ivan Sewell was elected Vice-President for the term ending December 2023.

DISCUSSION ITEMS

MSWD REGIONAL WATER RECLAMATION FACILITY UPDATE

Nothing further to add

CRITICAL SERVICES CENTER AND ADMINISTRATIVE BUILDING UPDATE

Nothing further to add

ENERGY CONSERVATION AND EFFICIENCY SERVICES PLAN – ENGIE SERVICES U.S.

Nothing further to add

CONSENT AGENDA

One correction was made to the minutes of November 21, 2022. Under Director Comments, for Nancy Wright, State Water Resource Board was corrected to read Regional Water Quality Control Board, Colorado River Basin Region.

Motion made by Director Sewell, Seconded by Director Griffith.

Voting Yea: President Martin, Director Sewell, Director Griffith, Director Duff, Director Mayrhofen

APPROVAL OF MINUTES

It is recommended to approve the minutes as follows:

- November 17, 2022 - Study Session
- November 21, 2022 - Board Meeting

REGISTER OF DEMANDS

The register of demands totaling \$857,374.50

2023 BOARD OF DIRECTORS MEETING SCHEDULE

REPORTS

DIRECTOR'S REPORTS

Vice President Sewell reported he attended the following events: 11/2 GCVCC Mixer, 11/29 – 12/1 ACWA Fall Conference.

Director Griffith reported he attended the following events: 11/1 DWA Board Meeting, 11/8 CVWD Board Meeting, 11/15 DWA Board Meeting, and 11/29 – 12/1 ACWA Fall Conference.

President Martin reported he attended the following events: 11/2 GCVCC Mixer, 11/3 DVBA Legislative Meeting, 11/8 RivCo Board of Supervisors Meeting, 11/10 CVAG ~ CVCC and E&E Meetings, 11/11 DHS Veterans Day Ceremony, 11/15 DHS City Council Meeting, 11/29-12/1 ACWA Fall Conference.

GENERAL MANAGER'S REPORT

Included in the General Manager's report are the following oral reports:

- A. Financial Report
- B. Public Affairs Update

Arturo Ceja presented the Financial Report to the Board.

COMMENTS

DISTRICT COUNSEL COMMENTS

John Pinkney reported briefly on items worked on, on behalf of the District.

DIRECTOR COMMENTS

Director Mayrhofen thanked the staff for all the support in getting him onboarded.

Director Duff noted she is honored and humbled to have been elected to represent her division. She also noted this is a hard time of year for some and asked that we share what we have in excess. Wished everyone a happy holiday.

Director Griffith noted the expansion at Azure Palms continues. He also wished everyone a Merry Christmas and Happy New Year. He welcomed the new Board members.

President Martin also wished everyone a Happy Holiday and thanked the staff for a wonderful year.

ADJOURN

With no further business, President Martin adjourned the meeting at 4:38 PM

Respectfully,

Arden Wallum
Secretary of the Board of Directors

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
75743	12-09-22	J.F. SHEA CONSTRUCTION, INC.	CONSTRUCTION PROGRESS PAYMENT #7	0.00	1,811,323.20	1,811,323.20
75735	12-09-22	DESERT WATER AGENCY	DWA RAC FEES FOR MAIN SYSTEM	394,391.98		394,391.98
75805	12-27-22	AECOM TECHNICAL SERVICES INC.	MSWD CONTRUCTION SERVICIES	0.00	152,472.89	152,472.89
			MSWD CONTRUCTION SERVICES NOV 22			
75755	12-09-22	R.I.C. CONSTRUCTION CO, INC.	WELL 24 - INSTALL EQUIP. PP #3	0.00	150,104.60	150,104.60
75757	12-09-22	SOUTHERN CALIFORNIA EDISON COMPANY	201 - 6334-110822	150,000.19		150,000.19
75836	12-27-22	RDO EQUIPMENT CO.	BELT TENSIONER FOR BACKHOE#362	185.92	141,447.47	141,633.39
			JOHN DEER BACKHOE LOADER/BUCKET			
99101594	12-15-22	WELLS FARGO BANK	AUTO DEP PPE 12.09.22	140,036.04		140,036.04
99101715	12-30-22	WELLS FARGO BANK	AUTO DEP PPE 12.23	129,040.20		129,040.20
75841	12-27-22	SOUTHERN CALIFORNIA EDISON COMPANY	101 - 3084-121622	120,771.56		120,771.56
			201 - 6334-120622			
75844	12-27-22	TKE ENGINEERING, INC	PROGRESS PAYMENT #8 C&M INSPECTION	0.00	117,310.40	117,310.40
75840	12-27-22	SONSRAY MACHINERY, LLC	CASE FORKLIFT	0.00	105,326.14	105,326.14
75770	12-19-22	ACWA-JPIA HEALTH BENEFITS AUTH.	JAN. 2023 PREPAID INS.	95,548.70		95,548.70
99101634	12-13-22	J.F. SHEA CONSTRUCTION, INC.	RETENTION FOR PP#7	0.00	95,332.80	95,332.80
99101402	12-01-22	WELLS FARGO BANK	FED. TAX DEP. PPE 11.25.22	58,206.67		58,206.67
99101595	12-15-22	WELLS FARGO BANK	FED TAX DEP. PPE 12.09.22	56,724.47		56,724.47
99101716	12-30-22	WELLS FARGO BANK	FED. TAX DEP PPE 12.23	54,783.97		54,783.97
75842	12-27-22	STATE WATER RES CONTRL BRD	ANNUAL PERMIT FEE - DC WWTP	52,964.00		52,964.00
			ANNUAL PERMIT FEE - FACILITY 4DW0531			
			ANNUAL PERMIT FEE - RWRF			
75729	12-09-22	CITY OF DESERT HOT SPRINGS	UU TAX SEPT. 2022	50,149.56		50,149.56
75712	12-02-22	STATE WATER RESOURCES CONTROL BOARD	SWRCB REFUND OF UNUSED FUNDS	48,258.34		48,258.34
75826	12-27-22	L.O. LYNCH QUALITY WELLS & PUMPS, INC.	WELL 26A PUMP/MOTOR INSTALLATION	0.00	37,501.50	37,501.50
75714	12-02-22	TULE RANCH/MAGAN FARMS	OCT. 2022 - SLUDGE HAULING	36,404.54		36,404.54
75846	12-27-22	TULE RANCH/MAGAN FARMS	NOV. 2022 SLUDGE HAULING	35,658.59		35,658.59
75809	12-27-22	CITY OF DESERT HOT SPRINGS	OCT. 2022 UU TAX	34,943.83		34,943.83
99101719	12-28-22	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 12.09	34,180.07		34,180.07
99101646	12-21-22	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	PERS PPE 11.25.22	34,108.55		34,108.55
75689	12-02-22	ACWA/JOINT POWERS INSUR AUTH	W/C 4TH QTR. (1ST QTR FOR ACWA)	32,826.26		32,826.26
75793	12-19-22	STATE WATER RES CONTRL BRD	ANNUAL PERMIT FEE - ALAN HORTON CS	31,593.00		31,593.00
			ANNUAL PERMIT FEE - DESERT CREST CS			
			ANNUAL PERMIT FEE - HORTON WWTP			
75792	12-19-22	SOUTHERN CALIFORNIA EDISON COMPANY	101 - 3084-112822	30,843.48		30,843.48
			206 - 4802-112822			
			301 - 8247-111722			
			301 - 8247-112822			
75720	12-09-22	ACWA	ACWA YEARLY MEMBERSHIP DUES	24,655.00		24,655.00
75750	12-09-22	MUROW DEVELOPMENT CONSULTANTS	WELL 24 ELECT. PANEL REHAB - PP #7	0.00	24,315.00	24,315.00
75742	12-09-22	HUNTER JOHNSEN, INC.	CV WATER COUNTS CONSULTING-DEC	19,951.61		19,951.61
75713	12-02-22	TKE ENGINEERING, INC	GENERAL ENGINEERING SERVICES	7,985.00	6,493.37	14,478.37
			SEPT. 2022 DESIGN SERVICES			
			SEPT. 2022 INSPECTION SERVICES			
75738	12-09-22	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE - DECEMBER 2022	13,041.66		13,041.66
99101532	12-07-22	FARMERS & MERCHANTS BANK	DEBT PAYABLE-F&M DEC.2022	12,190.95		12,190.95
75718	12-02-22	WILLDAN FINANCIAL SERVICES	2023 ASSESSMENT MGMT FEE	12,010.00		12,010.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
			2023 SEWER & WATER DELINQUENT ACCTS.			
			2023 SEWER ON PROP. TAXES MGMT FEE			
75850	12-27-22	WILLDAN FINANCIAL SERVICES	TAX ROLL PREP - DELIQUENT ASSMNT	12,010.00		12,010.00
			TAX ROLL PREP - STANDBY			
			TAX ROLL PREP AD#4			
75839	12-27-22	SMARTCOVER SYSTEMS	HARDWARE/POWER/PARTS/PACKAGE	11,462.32		11,462.32
99101403	12-01-22	LINCOLN NATIONAL LIFE INS CO	DEF. COMP PPE 11.25.22	11,268.36		11,268.36
75830	12-27-22	MUROW DEVELOPMENT CONSULTANTS	PROGRESS PAYMENT #9 - WELL 24 REHAB	0.00	10,637.50	10,637.50
99101597	12-16-22	STATE OF CA EDD	STATE TAX PPE 12.09	10,449.10		10,449.10
99101401	12-01-22	STATE OF CA EDD	STATE TAX PPE 11.25.22	10,447.45		10,447.45
75704	12-02-22	JWC ENVIRONMENTAL INC.	SCREEN SEGMENT FOR XE SERIES	10,210.07		10,210.07
99101717	12-30-22	STATE OF CA EDD	STATE TAX PPE 12.23	10,078.40		10,078.40
99101596	12-15-22	LINCOLN NATIONAL LIFE INS CO	DEF. COMP PPE 12.09.22	9,822.34		9,822.34
99101714	12-20-22	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP	LEGAL SERVICES	9,580.57		9,580.57
75766	12-09-22	WATERLINE TECHNOLOGIES INC.	11 DRUMS REFILLED #5612360	7,317.26	2,110.00	9,427.26
			16GAL CHLORINE TANKS & PARTS			
			6 DRUMS REFILLED #5611307			
			9 DRUMS REFILLED #5609926			
			9 DRUMS REFILLED #5610699			
			CREDIT FOR REVISED INV#5564448 AND 5565077			
99101718	12-30-22	LINCOLN NATIONAL LIFE INS CO	DEF. COMP. PPE 12.23	9,316.21		9,316.21
75762	12-09-22	UMETECH, INC.	HELPDESK AND MANAGED SERVICES NOV 2022	8,459.75		8,459.75
75705	12-02-22	MANPOWER US INC.	STAFFING SERVICES - ENG./HR ADMIN	8,253.14		8,253.14
			STAFFING SERVICES - GM REPORT/GRANT			
			STAFFING SERVICES - GM/GRANT REPORTING			
			STAFFING SERVICES - HR/ENG. SUPPORT			
			STAFFING SERVICES - TEMP. CUST. SERVICE			
75756	12-09-22	SCHNEIDER ELECTRIC SYSTEMS USA INC	HWWTP SCADA UPGRADES	0.00	8,087.15	8,087.15
75728	12-09-22	BECK OIL, INC.	DIESEL FUEL	8,078.82		8,078.82
			UNLEADED GASOLINE			
75703	12-02-22	INLAND WATER WORKS SUPPLY CO.	4" BLK THREAD COUPLING	7,351.14		7,351.14
			6" JONES			
			BACKFLOW DEVICE			
			DOMESTIC BRASS NIPPLE			
75837	12-27-22	ROBERT G MODRICH	NOV 2022 UNIDATA MAINT.	6,648.00		6,648.00
75777	12-19-22	CV STRATEGIES	GENERAL MARKETING	6,500.00		6,500.00
75787	12-19-22	PLANETBIDS, INC.	ANNUAL SUBSCRIPTION INV#112254	6,419.77		6,419.77
75706	12-02-22	MUROW DEVELOPMENT CONSULTANTS	PP#8 - WELL 24 REHAB	0.00	6,355.00	6,355.00
75727	12-09-22	BDP INDUSTRIES,INC.	REPLACEMENT BELTS FOR PRESS	6,349.99		6,349.99
75731	12-09-22	COUNTY OF RIVERSIDE	COUNTY ENCROACHMENT PERMIT	5,793.90		5,793.90
75763	12-09-22	URBAN HABITAT	MONTHLY LANDSCAPE - NOVEMBER 2022	5,550.00		5,550.00
75733	12-09-22	CYPRESS DENTAL ADMINISTRATORS	DEC. 2022 PREPAID DENTAL	4,561.87		4,561.87
75789	12-19-22	RAY LOPEZ ASSOCIATES	INFILL INSPECTIONS	4,513.98		4,513.98
75707	12-02-22	ON POWER INDUSTRIES, LLC	EMERGENCY GENERATOR REPAIR - ADMIN BLDG.	4,105.88		4,105.88
75700	12-02-22	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT	4,008.63		4,008.63
75818	12-27-22	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT	4,008.63		4,008.63
75775	12-19-22	CARPI & CLAY, INC	NOV. 2022 FEDERAL ADVOCACY	4,000.00		4,000.00

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
75797	12-19-22	THE LINCOLN NATL. LIFE INS. CO.	JAN. 2023 PREPAID INS,	3,988.54		3,988.54
75760	12-09-22	THE LINCOLN NATL. LIFE INS. CO.	DEC. 2022 PREPAID INS.	3,796.22		3,796.22
75825	12-27-22	INLAND WATER WORKS SUPPLY CO.	BREAK OFF BOLTS/BOLT NUT SETS	3,758.72		3,758.72
			METER FLANGE			
			MUEL BALL A.M. STOP			
			REPLACEMENT 2" HYDRANT HEAD N/I			
			ROMAC CLFC CLAMPS			
			STEM O-RING			
75711	12-02-22	RAY LOPEZ ASSOCIATES	INFILL INSPECTIONS & MSWD CRITICAL SERVICES	2,970.00	600.00	3,570.00
75715	12-02-22	VESTED SOLUTIONS	OCT. 2022 - JANITORIAL & DISINFECTING	3,433.33		3,433.33
75726	12-09-22	BABCOCK LABORATORIES, INC.	E.COLI/COLIFORM TESTING	3,338.35		3,338.35
			E.COLI/TOTAL COLIFORM TESTING			
			GROUNDWATER SAMPLING - HORTON WWTP			
			GROUNDWATER SAMPLING - RWRF WWTP			
			GROUNDWATER TESTING - HORTON/DC WWTP			
			SAMPLING - DC EFFLUENT			
			SAMPLING - DC WWTP			
75802	12-19-22	VESTED SOLUTIONS	JANITORIAL SERVICES - 11/2022	3,333.33		3,333.33
75807	12-27-22	AM CONSERVATION GROUP INC.	WATERWISE SCHOOL PROGRAM	3,331.42		3,331.42
75827	12-27-22	LANDMARK CONSULTANTS, INC.	PROF. SVCS PERFORMED 11-24 THRU 12-7-22	0.00	3,048.00	3,048.00
			PROFESSIONAL SVCS PERFORMED 11/10-11/23			
			WELL 24 REHAB			
75808	12-27-22	CASAMAR GROUP, LLC	LABOR COMPLIANCE AND SVCS FOR NOVEMBER	0.00	3,032.04	3,032.04
			LABOR COMPLIANCE CONSULTING SVCS FOR NOV			
			NOV LABOR COMPLIANCE & CONSULT SVCS			
75847	12-27-22	USA BLUEBOOK	METER ADAPTERS	3,011.97		3,011.97
			PRESSURE GAUGES			
PR121622	12-16-22	EMPLOYEES	PAPER PAYROLL CHECKS	2,905.14		2,905.14
75828	12-27-22	MANPOWER US INC.	STAFFING SERVICES - WASTEWATER	2,783.36		2,783.36
			TEMP CUST SERV REP INV 37604037			
75824	12-27-22	HOME DEPOT CREDIT SERVICES	HOME DEPOT CC	1,520.77	1,078.83	2,599.60
75785	12-19-22	MANPOWER US INC.	STAFFING SERVICES - CUST. SERV. REP.	2,414.98		2,414.98
			STAFFING SERVICES - GM REPORT/GRANTS			
99101535	12-13-22	AFLAC	NOV. 2022 AFLAC	2,347.58		2,347.58
75771	12-19-22	AECOM TECHNICAL SERVICES INC.	WELL 42 REDESIGN PP#19	0.00	2,196.50	2,196.50
75693	12-02-22	BONAFIDE ENTERPRISES INC.	UNIT #415 BRAKE REPAIRS	1,904.94		1,904.94
75716	12-02-22	WEST YOST & ASSOCIATES, INC.	OCT./NOV. 2022 - MGMT CONSULTING SVCS	0.00	1,821.00	1,821.00
75772	12-19-22	ALL VALLEY CRANE, INC.	PULL AUGER OUT OF CHANNEL	1,800.00		1,800.00
75695	12-02-22	CASAMAR GROUP, LLC	OCT. 2022 HORTON BUILDING IMPROVEMENTS	0.00	1,777.98	1,777.98
			OCT. 2022 LABOR COMPLIANCE			
			OCT. 2022 SERVICES PERFORMED			
75746	12-09-22	MANPOWER US INC.	TEMP CUST SERV REP INV 37565889	1,630.19		1,630.19
			WWTP OIT - JOSHUA LOPEZ			
75690	12-02-22	ALEJANDRA PALACIOS	EE HOLIDAY EVENT CATERING FOR 12.07.22	1,610.00		1,610.00
75741	12-09-22	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	1,473.04	114.26	1,587.30
75780	12-19-22	DESERT TIRE AND AUTO REPAIR	TIRE REPLACEMENT	1,518.02		1,518.02
75710	12-02-22	POWERPLAN OIB	MISC. TOOLS	1,472.84		1,472.84

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75811	12-27-22	CLINICAL LABORATORY OF SAN BERNARDINO	VEHICLE MAINT. - FILTERS/RADIATOR PARTS			
			LAB SEVICES FOR OCTOBER 2022	1,310.00		1,310.00
75814	12-27-22	DESERT VALLEY DISPOSAL, INC.	NOV.2022 SERVICE CHARGES - ADMIN BLDG.	1,250.51		1,250.51
			NOV.2022 SERVICE CHARGES - CORP YARD			
75717	12-02-22	WIENHOFF DRUG TESTING	ANNUAL DOT MEMBERSHIP	1,190.00		1,190.00
99101722	12-30-22	BERKADIA COMMERCIAL MORTGAGE	AD #7 INTEREST LOAN PAYABLE	1,123.75		1,123.75
75835	12-27-22	QUADIENT FINANCE USA, INC.	2 MONTHS POSTAGE REPLENISHMENT	1,077.31		1,077.31
75694	12-02-22	BUILDING INDUSTRY ASSOCIATION	BIASC YEARLY DUES	1,076.00		1,076.00
75736	12-09-22	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES	1,072.88		1,072.88
75749	12-09-22	MCMASER-CARR	3/8 BR PLUG MIPT	1,024.81	44.28	1,069.09
			ADJUSTABLE FLOOR DRAIN COVERS			
75782	12-19-22	HI-DESERT AIR INC.	ADMIN A/C MAINT.	1,022.63		1,022.63
			WWTP A/C REPAIRS			
75724	12-09-22	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 11.15.22	1,007.25		1,007.25
			UNIFORM SERVICES 11.22.22			
75773	12-19-22	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 11.29	913.01		913.01
			UNIFORM SERVICES 12.06.22			
75834	12-27-22	PLUMBERS DEPOT INC	REPAIRS OF CCTV CAMERAS	912.28		912.28
75806	12-27-22	AIR & HOSE SOURCE INC.	HYDRANT ADAPTER W/SCREEN	902.63		902.63
75768	12-09-22	XYLEM DEWATERING SOLUTIONS INC	STEP BOW BYPASS PUMP	883.55		883.55
75849	12-27-22	WESTERN PUMP INC	FUEL TANK REPAIRS	879.19		879.19
75691	12-02-22	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 11.01	801.31		801.31
			UNIFORM SERVICES 11.08.22			
75748	12-09-22	MATHESON TRI-GAS, INC	FIELD STAFF SURVEYORS SAFETY VEST	797.35		797.35
75740	12-09-22	FRANCHISE TAX BOARD	GARNISHMENT PPE 11.25 EE200	760.57		760.57
75744	12-09-22	KRUGER'S TRAINING ACADEMY	BACKFLOW TRAINING FOR CHAD FINCH	750.00		750.00
75393	12-21-22	THE DESERT SUN	LOST IN MAIL/PAID WITH CC	-749.74		-749.74
75739	12-09-22	FARMER BROS. CO	ADMIN & YARD COFFEE ORDER	748.67		748.67
75845	12-27-22	TOPS N BARRICADES, INC	MEN WORKING SIGNS	724.61		724.61
			RED REFLECTIVE TAPE - PARADE FLOAT			
			SAFETY BOMBER JACKET - PRODUCTION			
			SAFETY FLASHING LIGHTS FOR WORK TRUCKS			
1000014	12-06-22	JLM GRADING & PAVING	ACCOUNT REFUND LITTLE MORONGO RD & 13TH ST.	720.36		720.36
1000026	12-06-22	R.I.C. CONSTRUCTION CO., INC.	ACCOUNT REFUND ACOMA NW OF WELL #24	717.03		717.03
1000056	12-21-22	MATICH CORPORATION	ACCOUNT REFUND 14421 MOUNTAIN VIEW RD	703.78		703.78
75804	12-27-22	ACWA/JOINT POWERS INSURANCE AUTHORITY	ESPOSITO/PATNEAUDE RESTITUTION - DEC.2022	700.00		700.00
1000009	12-06-22	DEMO UNLIMITED INC	ACCOUNT REFUND GARNET AVE MIDDLE HYDRANT	690.53		690.53
PR123022	12-30-22	EMPLOYEES	PAPER PAYROLL CHECKS	689.85		689.85
1000060	12-21-22	NPL CONSTRUCTION, INC.	ACCOUNT REFUND CACTUS DR & DESERT VIEW AVE.	687.29		687.29
75701	12-02-22	FRANCHISE TAX BOARD	GARNISHMENT EE. 200 PPE 11.11.22	684.06		684.06
75795	12-19-22	THE UPS STORE #5062	BILL ASSISTANCE POSTER	675.05		675.05
			BUSINESS CARDS - JOE H.			
			PARADE FLOAT DECORATIONS			
75848	12-27-22	WEST COAST SAFETY SUPPLY	CALIBRATION OF GAS & CYLINDER PROBE	667.31		667.31
75776	12-19-22	CASEY DOLAN	DEC. 2022 DIGITAL AD MGMT	650.00		650.00
75721	12-09-22	ADT COMMERCIAL LLC	VERBENA - CORP YARD	637.14		637.14
75737	12-09-22	DESERT PROMOTIONS	MSWD BEANIES FOR FIELD STAFF	626.40		626.40

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1000069	12-30-22	DAVID ZARCONE	ACCOUNT REFUND 10751 SAN PABLO RD	615.44		615.44
75745	12-09-22	LARRY W HINER	ACCOUNT REFUND 15300 PALM DR #50	611.34		611.34
75751	12-09-22	O'REILLY AUTOMOTIVE, INC.	1QT TRANSMISSION FLUID UNIT 324	600.61		600.61
			3GAL MOTOR OIL, FUEL FILTER UNIT 399			
			AIT, OIL FILTER, 5QTS OIL UNIT 418			
			ANTIFREEZE FOR UNIT 402			
			PARTS FOR RANGERS SAFETY LIGHTS			
			PARTS FOR UNIT429 SAFETY LIGHTS			
			PREVENTIVE MAINTENANCE PARTS UNIT 423			
			REPAIR PARTS FOR SAFETY LIGHTS #427			
			REPLACEMENT AIR FILTER UNIT399			
			REPLACEMENT WIPER BLADES UNIT 389			
			RIVET KIT REPAIR FOR UNIT399 TOOL BOX			
75838	12-27-22	SHERWIN-WILLIAMS	RESTOCK SAFETY YELLOW, TAN GALLON PAINTS	593.60		593.60
1000052	12-21-22	LP PAVING AND GRADING, INC.	ACCOUNT REFUND RAYO DEL SOL & VALENCIA	567.68		567.68
75801	12-19-22	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	548.28		548.28
1000007	12-06-22	DANIEL CRUZ	ACCOUNT REFUND AVE ATEZADA	536.66		536.66
75747	12-09-22	MARIO HERNANDEZ	ACCOUNT REFUND 15360 AVE RAMADA	530.74		530.74
75758	12-09-22	SOUTHWEST LIFT & EQUIPMENT, INC.	LIFT INSPECTION	525.00		525.00
99101659	12-21-22	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	RETROS - PPE 11.25.22	486.97		486.97
75822	12-27-22	FRANCHISE TAX BOARD	EE.200 GARNISHMENT PPE 12.09.22	465.13		465.13
75767	12-09-22	WEST COAST SAND AND GRAVEL INC.	RESTOCK 26 TONS BASE MATERIAL	454.66		454.66
1000061	12-21-22	OSVALDO GOMEZ	ACCOUNT REFUND 13105 PALM DR	442.55		442.55
75813	12-27-22	DATA BUSINESS EQUIPMENT, INC.	CHECK SCANNER ANNUAL MAINTENANCE	436.00		436.00
75829	12-27-22	MCMMASTER-CARR	BR Y-STRAINER	415.90		415.90
75732	12-09-22	CWEA	COLLECTION SYSTEM/GRADE 4 - DAVID W.	412.00		412.00
			CWEA MEMEBERSHIP RENEWAL - CHRIS J.			
75723	12-09-22	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE	376.97		376.97
75698	12-02-22	DESERT VALLEY BUILDERS ASSOCIATION	DVBA MEMBERSHIP DUES	375.00		375.00
75800	12-19-22	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	373.20		373.20
1000053	12-21-22	LUZ A RAMOS	ACCOUNT REFUND 64836 DESERT VIEW AVE	367.98		367.98
75764	12-09-22	USA BLUEBOOK	HDPE JUGS DOE HORTON PLANT PER LEE BOYER	363.33		363.33
			LABORATORY ITEMS FOR HORTON PLANT			
			LIGHTWEIGHT HDPE JUG HORTON PLANT			
75796	12-19-22	THE GREATER COACHELLA VALLEY	GCVCC YEARLY MEMBERSHIP 2023	360.00		360.00
75754	12-09-22	PARKERS BUILDING SUPPLY	2 GALLONGS LIQUID DRANO ADMIN BUILDING	290.20	59.94	350.14
			2"PVC COMPRESSION COULPING C&M			
			LED FLOODLIGHT REPLACEMENT BULBS ADMIN			
			MISC. PARTS/TOOLS			
			MISC. TOOLS			
			PVC TUBE, TAPING KNIFE, SCRAPER			
			REPLACEMENT RUBBER TOILET PLUNGER			
75786	12-19-22	PALM SPRINGS CHAMBER OF COMMERCE	PALM SPRINGS CHAMBER RENEWAL	350.00		350.00
75719	12-02-22	XEROX CORPORATION	XEROX LEASE - ADMIN	343.73		343.73
1000022	12-06-22	MATTIE PARKER	ACCOUNT REFUND 66626 CAHUILLA AVE	330.26		330.26
75798	12-19-22	THERESA MURPHY	HOLIDAY LUNCHEON LINENS	330.13		330.13
			T.MURPHY REIMB. - EE HOLIDAY LUNCHEON SUPPLIES			

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75692	12-02-22	ASCE - AMERICAN SOCIETY OF CIVIL ENGINEERS	ASCE YEARLY MEMBERSHIP DUES	310.00		310.00
75696	12-02-22	COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL CONSULTING CLASS ACTION	308.00		308.00
75761	12-09-22	TOPS N BARRICADES, INC	FEILD STAFF SAFETY BOMBER JACKET	305.85		305.85
			QTY2 SAFETY BOMBER JACKETS FIELD STAFF			
			WHITE MARKING SPRAY PAINT 2 CASES			
75702	12-02-22	GREATER PALM SPRINGS CONVENTION	GPS CHAMBER DUES	300.00		300.00
75708	12-02-22	PHILLIPS, FRACTOR & COMPANY, LLC	LEGAL CONSULTING CLASS ACTION	300.00		300.00
75730	12-09-22	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING H+DC - OCTOBER 2022	270.00		270.00
75774	12-19-22	BRINKS INCORPORATED	MONTHLY SERVICE	257.41		257.41
75752	12-09-22	PALM SPRINGS PEST CONTROL, INC.	CORP YARD SERVICE - PEST CONTROL	250.00		250.00
			PEST CONTROL - ANNEX BUILDING			
			PEST CONTROL - BAIT BOX SERVICE AT WWTP			
			PEST CONTROL - BAIT SERVICE AT ADMIN			
			PEST CONTROL SERVICE - ADMIN BUILDING			
75817	12-27-22	EISENHOWER OCCUPATIONAL HEALTH SERVICES	DOT PHYSICAL - JASON WEEKLEY	250.00		250.00
75722	12-09-22	AIR & HOSE SOURCE INC.	UNIT 117 HYDRALIC HOSE REPLACEMENT	247.29		247.29
1000049	12-21-22	KANEESA GODBOLT	ACCOUNT REFUND 11900 VERBENA DR	236.53		236.53
75831	12-27-22	NAPA AUTO PARTS	UNIT 390 TRAILER HITCH PART	235.50		235.50
			WHEEL CLOCKS - MAINT. SHOP			
1000020	12-06-22	MARISA RUIZ	ACCOUNT REFUND 13901 HACIENDA HEIGHTS DR	234.88		234.88
75833	12-27-22	O'REILLY AUTOMOTIVE, INC.	ASPHALT TRAILER MARKER LIGHT	230.48		230.48
			BATTERY CORE CREDIT			
			UNIT #362 TRANSFER PUMP			
			UNIT #404 BATTER REPLACEMENT			
75820	12-27-22	FORSHOCK	SCADA SERVER MONITORING	220.00		220.00
75753	12-09-22	PARKHOUSE TIRE, INC	REPAIRS RO TIRE - UNIT #367	219.48		219.48
75812	12-27-22	D & H WATER SYSTEMS, INC.	REPLACEMENT POLYMER HOSE	211.56		211.56
1000058	12-21-22	MELINA OLIVARES	ACCOUNT REFUND 66030 BUENA VISTA AVE	202.95		202.95
75697	12-02-22	COUNTY OF RIVERSIDE	LIB. ROOM RENTAL WATER 101	200.00		200.00
			LIB. ROOM RENTAL WATER 101 - 03/2021			
75725	12-09-22	ASTRA INDUSTRIAL SERVICES INC	BACKFLOW TEST CALIBRATION	200.00		200.00
75788	12-19-22	RALEIGH P. SPIGER	TOILET REBATE - SPIGER	200.00		200.00
99101534	12-09-22	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	CALPERS LATE FEE	200.00		200.00
75843	12-27-22	THE UPS STORE #5062	R/R NEPTUNE R900 GATEWAY RECEIVER	186.42		186.42
			R/R NEPTUNE RECEIVER SHIPPING CHARGE			
75851	12-27-22	XEROX CORPORATION	ENG XEROX LEASE 11/30-12/30	172.39		172.39
75709	12-02-22	PLANIT REPROGRAPHICS	ROUTE MAP	170.63		170.63
			SCAN OF DIST. APPROVED PLANS & DELIVERY			
75803	12-19-22	WIENHOFF DRUG TESTING	DOT PROGRAM ENROLLMENT - GRANT FOURNIER	170.00		170.00
1000034	12-06-22	WILLIAM FORRESTER	ACCOUNT REFUND 68245 CALLE BONITA	160.28		160.28
1000042	12-21-22	ELINA ASATRYAN	ACCOUNT REFUND 68460 FERNWOOD DR	153.64		153.64
75765	12-09-22	VIULA DOUGLAS BANUELOS	ACCOUNT REFUND 16303 AVE RAMADA	145.00		145.00
1000013	12-06-22	JASMINE GRAVES	ACCOUNT REFUND 11155 POMELO DR	139.03		139.03
1000024	12-06-22	MIRIAM BORREGO	ACCOUNT REFUND 66389 BUENA VISTA AVE "A"	130.16		130.16
75819	12-27-22	FARMER BROS. CO	ADMIN COFFEE ORDER	128.84		128.84
75734	12-09-22	DAVID WEAVER	D.WEAVER REIMB.	125.55		125.55

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1000040	12-21-22	DHS NUMBERED STREETS	ACCOUNT REFUND 66164 1ST ST	125.48		125.48
75791	12-19-22	RUSS MARTIN	MILEAGE REIMBURSEMENT R.MARTIN	124.77		124.77
			PER DIEM/ACWA CONFERENCE MEAL REIMBURSEMENT			
1000054	12-21-22	MARLEEN WOOD	ACCOUNT REFUND 15300 PALM DR #29	116.94		116.94
75815	12-27-22	DIAMOND CHEVROLET BUICK GMC	REPLACEMENT TANK FOR UNIT# 399	113.09		113.09
75759	12-09-22	STATE WATER RESOURCES CONTROL BOARD	WWTPO - GRADE 1 RENEWAL - MARK V.	110.00		110.00
75783	12-19-22	IVAN SEWELL	MILEAGE & PARKING REIMBURSEMENT SEWELL	109.75		109.75
75778	12-19-22	CYNTHIA ACOSTA	MILEAGE REIMBURSEMENT CYNTHIA ACOSTA	108.75		108.75
75781	12-19-22	DIAMOND CHEVROLET BUICK GMC	VEHICLE REPAIRS	106.03		106.03
75790	12-19-22	ROBERT GRIFFITH	MILEAGE REIMBURSEMENT - R. GRIFFITH	94.32		94.32
75769	12-19-22	ACELA ORIANA HOFFERT	ORIANA REIMBURSEMENT-EE HOLIDAY GIVEAWAY	92.88		92.88
75799	12-19-22	ULTIMATE MOTORS INC.	VEHICLE SMOG	90.00		90.00
75832	12-27-22	NCL OF WISCONSIN, INC	LITER C-37L CONDUCTIVITY HORTON PLANT	89.81		89.81
1000055	12-21-22	MARTHA ARMENTA	ACCOUNT REFUND 64550 PIERSON BLVD #58	89.01		89.01
1000043	12-21-22	ERIC LANDRY	ACCOUNT REFUND 66905 CAMINO IDILIO	87.48		87.48
1000017	12-06-22	KAREL NOVAK	ACCOUNT REFUND 12418 REDBUD RD	85.80		85.80
1000018	12-06-22	LATISHA EVANS	ACCOUNT REFUND 66597 DESERT VIEW AVE	82.00		82.00
1000030	12-06-22	TARA MCCOY	ACCOUNT REFUND 65952 AVE LADERA	82.00		82.00
1000063	12-21-22	RICKY KIRKHAM	ACCOUNT REFUND 69524 MORNINGSIDE DR	82.00		82.00
1000066	12-21-22	THOMAS RISON	ACCOUNT REFUND 66827 BUENA VISTA AVE	82.00		82.00
1000032	12-06-22	VAGHINAK GEVORGYAN	ACCOUNT REFUND 12220 SKYLINE DR	80.81		80.81
75784	12-19-22	JOE HERNANDEZ	REIMBURSEMENT J.HERNANDEZ PARADE MATER	80.22		80.22
1000015	12-06-22	JOHN PARK	ACCOUNT REFUND 66348 ACOMA AVE	78.38		78.38
1000067	12-21-22	WILLIAM BIZALDI, JR	ACCOUNT REFUND 15955 AVE FLORENCITA	76.02		76.02
1000006	12-06-22	ASHLEY PORRAS	ACCOUNT REFUND 62806 KITETAIL DR	72.36		72.36
1000057	12-21-22	MATTHEW KENNETH SCHMIDT	ACCOUNT REFUND 12800 AVE SERENA	70.40		70.40
75779	12-19-22	DAVID PENA	D.PENA REIMB. - MEALS FOR TRAINING	70.01		70.01
1000010	12-06-22	HEIDY MARTINEZ	ACCOUNT REFUND 16420 AVE MANZANA	69.79		69.79
75823	12-27-22	GRAINGER	REPLACEMENT RELAYS FOR WTR PRODUCTION	65.26		65.26
1000021	12-06-22	MARVIN CLEARY	ACCOUNT REFUND 64475 MISSION LAKES BLVD	64.60		64.60
1000029	12-06-22	SOFIA A. ORTEGA	ACCOUNT REFUND 16200 AVE RAMBLA	63.83		63.83
1000016	12-06-22	JOSE OROZCO	ACCOUNT REFUND 11082 WEST DR	62.70		62.70
1000035	12-21-22	ANTHONY SCHEPIS	ACCOUNT REFUND 13150 CALLE AMAPOLA	60.47		60.47
75794	12-19-22	SWRCB ACCOUNTING OFFICE	D.FRIEND SWRCB T2 RENEWAL	60.00		60.00
1000027	12-06-22	RICARDO VAZQUEZ	ACCOUNT REFUND 65840 IRONWOOD DR	58.20		58.20
75810	12-27-22	CLAUDIA LOPEZ	REIMB-CLAUDIA LOPEZ 190	56.52		56.52
1000047	12-21-22	JAY MCCORMACK	ACCOUNT REFUND 9926 VALPARAISO DR	55.94		55.94
1000039	12-21-22	DESERT SKY REALTY	ACCOUNT REFUND 13102 RAMONA DR	54.40		54.40
1000045	12-21-22	IE HOME SOLUTIONS LLC	ACCOUNT REFUND 13415 JULIAN DR	53.70		53.70
75699	12-02-22	DORI M PETEE	D.PETEE CSDA CONF. UBER REIMB.	53.22		53.22
1000044	12-21-22	GLORIA MEJIA	ACCOUNT REFUND 11613 FOXDALE DR	51.75		51.75
1000048	12-21-22	JERVON MCNIGHT	ACCOUNT REFUND 16250 VIA MONTANA	49.99		49.99
1000012	12-06-22	JAMES SAICHECK	ACCOUNT REFUND 66730 DESERT VIEW AVE	48.15		48.15
75816	12-27-22	EDOM HILL TRANSFER STATION	DISPOSAL FEE	45.78		45.78
1000028	12-06-22	SARAH KNEPPER	ACCOUNT REFUND 64106 APPALACHIAN ST	44.62		44.62
1000033	12-06-22	VANESSA VANDERVALK	ACCOUNT REFUND 9425 CALLE DEL DIABLO	42.93		42.93
1000059	12-21-22	NIYA MURRELL	ACCOUNT REFUND 66960 FLORA AVE	42.73		42.73

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL

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75393	12-21-22	THE DESERT SUN	LOST IN MAIL/PAID WITH CC	-749.74		-749.74
75689	12-02-22	ACWA/JOINT POWERS INSUR AUTH	W/C 4TH QTR. (1ST QTR FOR ACWA)	32,826.26		32,826.26
75690	12-02-22	ALEJANDRA PALACIOS	EE HOLIDAY EVENT CATERING FOR 12.07.22	1,610.00		1,610.00
75691	12-02-22	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 11.01	801.31		801.31
			UNIFORM SERVICES 11.08.22			
75692	12-02-22	ASCE - AMERICAN SOCIETY OF CIVIL ENGINEERS	ASCE YEARLY MEMBERSHIP DUES	310.00		310.00
75693	12-02-22	BONAFIDE ENTERPRISES INC.	UNIT #415 BRAKE REPAIRS	1,904.94		1,904.94
75694	12-02-22	BUILDING INDUSTRY ASSOCIATION	BIASC YEARLY DUES	1,076.00		1,076.00
75695	12-02-22	CASAMAR GROUP, LLC	OCT. 2022 HORTON BUILDING IMPROVEMENTS	0.00	1,777.98	1,777.98
			OCT. 2022 LABOR COMPLIANCE			
			OCT. 2022 SERVICES PERFORMED			
75696	12-02-22	COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL CONSULTING CLASS ACTION	308.00		308.00
75697	12-02-22	COUNTY OF RIVERSIDE	LIB. ROOM RENTAL WATER 101	200.00		200.00
			LIB. ROOM RENTAL WATER 101 - 03/2021			
75698	12-02-22	DESERT VALLEY BUILDERS ASSOCIATION	DVBA MEMBERSHIP DUES	375.00		375.00
75699	12-02-22	DORI M PETEE	D.PETEE CSDA CONF. UBER REIMB.	53.22		53.22
75700	12-02-22	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT	4,008.63		4,008.63
75701	12-02-22	FRANCHISE TAX BOARD	GARNISHMENT EE. 200 PPE 11.11.22	684.06		684.06
75702	12-02-22	GREATER PALM SPRINGS CONVENTION	GPS CHAMBER DUES	300.00		300.00
75703	12-02-22	INLAND WATER WORKS SUPPLY CO.	4" BLK THREAD COUPLING	7,351.14		7,351.14
			6" JONES			
			BACKFLOW DEVICE			
			DOMESTIC BRASS NIPPLE			
75704	12-02-22	JWC ENVIRONMENTAL INC.	SCREEN SEGMENT FOR XE SERIES	10,210.07		10,210.07
75705	12-02-22	MANPOWER US INC.	STAFFING SERVICES - ENG./HR ADMIN	8,253.14		8,253.14
			STAFFING SERVICES - GM REPORT/GRANT			
			STAFFING SERVICES - GM/GRANT REPORTING			
			STAFFING SERVICES - HR/ENG. SUPPORT			
			STAFFING SERVICES - TEMP. CUST. SERVICE			
75706	12-02-22	MUROW DEVELOPMENT CONSULTANTS	PP#8 - WELL 24 REHAB	0.00	6,355.00	6,355.00
75707	12-02-22	ON POWER INDUSTRIES, LLC	EMERGENCY GENERATOR REPAIR - ADMIN BLDG.	4,105.88		4,105.88
75708	12-02-22	PHILLIPS, FRACTOR & COMPANY, LLC	LEGAL CONSULTING CLASS ACTION	300.00		300.00
75709	12-02-22	PLANIT REPROGRAPHICS	ROUTE MAP	170.63		170.63
			SCAN OF DIST. APPROVED PLANS & DELIVERY			
75710	12-02-22	POWERPLAN OIB	MISC. TOOLS	1,472.84		1,472.84
			VEHICLE MAINT. - FILTERS/RADIATOR PARTS			
75711	12-02-22	RAY LOPEZ ASSOCIATES	INFILL INSPECTIONS & MSWD CRITICAL SERVICES	2,970.00	600.00	3,570.00
75712	12-02-22	STATE WATER RESOURCES CONTROL BOARD	SWRCB REFUND OF UNUSED FUNDS	48,258.34		48,258.34
75713	12-02-22	TKE ENGINEERING, INC	GENERAL ENGINEERING SERVICES	7,985.00	6,493.37	14,478.37
			SEPT. 2022 DESIGN SERVICES			
			SEPT. 2022 INSPECTION SERVICES			
75714	12-02-22	TULE RANCH/MAGAN FARMS	OCT. 2022 - SLUDGE HAULING	36,404.54		36,404.54
75715	12-02-22	VESTED SOLUTIONS	OCT. 2022 - JANITORIAL & DISINFECTING	3,433.33		3,433.33
75716	12-02-22	WEST YOST & ASSOCIATES, INC.	OCT./NOV. 2022 - MGMT CONSULTING SVCS	0.00	1,821.00	1,821.00
75717	12-02-22	WIENHOFF DRUG TESTING	ANNUAL DOT MEMBERSHIP	1,190.00		1,190.00
75718	12-02-22	WILLDAN FINANCIAL SERVICES	2023 ASSESSMENT MGMT FEE	12,010.00		12,010.00

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			2023 SEWER & WATER DELINQUENT ACCTS.			
			2023 SEWER ON PROP. TAXES MGMT FEE			
75719	12-02-22	XEROX CORPORATION	XEROX LEASE - ADMIN	343.73		343.73
75720	12-09-22	ACWA	ACWA YEARLY MEMBERSHIP DUES	24,655.00		24,655.00
75721	12-09-22	ADT COMMERCIAL LLC	VERBENA - CORP YARD	637.14		637.14
75722	12-09-22	AIR & HOSE SOURCE INC.	UNIT 117 HYDRALIC HOSE REPLACEMENT	247.29		247.29
75723	12-09-22	ANSAFONE CONTACT CENTERS	ANSAFONE ANSWERING SERVICE	376.97		376.97
75724	12-09-22	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 11.15.22	1,007.25		1,007.25
			UNIFORM SERVICES 11.22.22			
75725	12-09-22	ASTRA INDUSTRIAL SERVICES INC	BACKFLOW TEST CALIBRATION	200.00		200.00
75726	12-09-22	BABCOCK LABORATORIES, INC.	E.COLI/COLIFORM TESTING	3,338.35		3,338.35
			E.COLI/TOTAL COLIFORM TESTING			
			GROUNDWATER SAMPLING - HORTON WWTP			
			GROUNDWATER SAMPLING - RWRF WWTP			
			GROUNDWATER TESTING - HORTON/DC WWTP			
			SAMPLING - DC EFFLUENT			
			SAMPLING - DC WWTP			
75727	12-09-22	BDP INDUSTRIES,INC.	REPLACMENT BELTS FOR PRESS	6,349.99		6,349.99
75728	12-09-22	BECK OIL, INC.	DIESEL FUEL	8,078.82		8,078.82
			UNLEADED GASOLINE			
75729	12-09-22	CITY OF DESERT HOT SPRINGS	UU TAX SEPT. 2022	50,149.56		50,149.56
75730	12-09-22	CLINICAL LABORATORY OF SAN BERNARDINO	BOD TESTING H+DC - OCTOBER 2022	270.00		270.00
75731	12-09-22	COUNTY OF RIVERSIDE	COUNTY ENCROACHMENT PERMIT	5,793.90		5,793.90
75732	12-09-22	CWEA	COLLECTION SYSTEM/GRADE 4 - DAVID W.	412.00		412.00
			CWEA MEMEBERSHIP RENEWAL - CHRIS J.			
75733	12-09-22	CYPRESS DENTAL ADMINISTRATORS	DEC. 2022 PREPAID DENTAL	4,561.87		4,561.87
75734	12-09-22	DAVID WEAVER	D.WEAVER REIMB.	125.55		125.55
75735	12-09-22	DESERT WATER AGENCY	DWA RAC FEES FOR MAIN SYSTEM	394,391.98		394,391.98
75736	12-09-22	DESERT TIRE AND AUTO REPAIR	REPLACEMENT TIRES	1,072.88		1,072.88
75737	12-09-22	DESERT PROMOTIONS	MSWD BEANIES FOR FIELD STAFF	626.40		626.40
75738	12-09-22	ENTERPRISE FM TRUST	MONTHLY FLEET LEASE - DECEMBER 2022	13,041.66		13,041.66
75739	12-09-22	FARMER BROS. CO	ADMIN & YARD COFFEE ORDER	748.67		748.67
75740	12-09-22	FRANCHISE TAX BOARD	GARNISHMENT PPE 11.25 EE200	760.57		760.57
75741	12-09-22	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT CARD	1,473.04	114.26	1,587.30
75742	12-09-22	HUNTER JOHNSEN, INC.	CV WATER COUNTS CONSULTING-DEC	19,951.61		19,951.61
75743	12-09-22	J.F. SHEA CONSTRUCTION, INC.	CONSTRUCTION PROGRESS PAYMENT #7	0.00	1,811,323.20	1,811,323.20
75744	12-09-22	KRUGER'S TRAINING ACADEMY	BACKFLOW TRAINING FOR CHAD FINCH	750.00		750.00
75745	12-09-22	LARRY W HINER	ACCOUNT REFUND 15300 PALM DR #50	611.34		611.34
75746	12-09-22	MANPOWER US INC.	TEMP CUST SERV REP INV 37565889	1,630.19		1,630.19
			WWTP OIT - JOSHUA LOPEZ			
75747	12-09-22	MARIO HERNANDEZ	ACCOUNT REFUND 15360 AVE RAMADA	530.74		530.74
75748	12-09-22	MATHESON TRI-GAS, INC	FIELD STAFF SURVEYORS SAFETY VEST	797.35		797.35
75749	12-09-22	MCMaster-CARR	3/8 BR PLUG MIPT	1,024.81	44.28	1,069.09
			ADJUSTABLE FLOOR DRAIN COVERS			
75750	12-09-22	MUROW DEVELOPMENT CONSULTANTS	WELL 24 ELECT. PANEL REHAB - PP #7	0.00	24,315.00	24,315.00
75751	12-09-22	O'REILLY AUTOMOTIVE,INC.	1QT TRANSMISSION FLUID UNIT 324	600.61		600.61
			3GAL MOTOR OIL, FUEL FILTER UNIT 399			

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
			AIT, OIL FILTER, 5QTS OIL UNIT 418			
			ANTIFREEZE FOR UNIT 402			
			PARTS FOR RANGERS SAFETY LIGHTS			
			PARTS FOR UNIT429 SAFETY LIGHTS			
			PREVENTIVE MAINTENANCE PARTS UNIT 423			
			REPAIR PARTS FOR SAFETY LIGHTS #427			
			REPLACEMENT AIR FILTER UNIT399			
			REPLACEMENT WIPER BLADES UNIT 389			
			RIVET KIT REPAIR FOR UNIT399 TOOL BOX			
75752	12-09-22	PALM SPRINGS PEST CONTROL, INC.	CORP YARD SERVICE - PEST CONTROL	250.00		250.00
			PEST CONTROL - ANNEX BUILDING			
			PEST CONTROL - BAIT BOX SERVICE AT WWTP			
			PEST CONTROL - BAIT SERVICE AT ADMIN			
			PEST CONTROL SERVICE - ADMIN BUILDING			
75753	12-09-22	PARKHOUSE TIRE, INC	REPAIRS RO TIRE - UNIT #367	219.48		219.48
75754	12-09-22	PARKERS BUILDING SUPPLY	2 GALLONGS LIQUID DRANO ADMIN BUILDING	290.20	59.94	350.14
			2"PVC COMPRESSION COULPING C&M			
			LED FLOODLIGHT REPLACEMENT BULBS ADMIN			
			MISC. PARTS/TOOLS			
			MISC. TOOLS			
			PVC TUBE, TAPING KNIFE, SCRAPER			
			REPLACEMENT RUBBER TOILET PLUNGER			
75755	12-09-22	R.I.C. CONSTRUCTION CO, INC.	WELL 24 - INSTALL EQUIP. PP #3	0.00	150,104.60	150,104.60
75756	12-09-22	SCHNEIDER ELECTRIC SYSTEMS USA INC	HWWTTP SCADA UPGRADES	0.00	8,087.15	8,087.15
75757	12-09-22	SOUTHERN CALIFORNIA EDISON COMPANY	201 - 6334-110822	150,000.19		150,000.19
75758	12-09-22	SOUTHWEST LIFT & EQUIPMENT, INC.	LIFT INSPECTION	525.00		525.00
75759	12-09-22	STATE WATER RESOURCES CONTROL BOARD	WWTPO - GRADE 1 RENEWAL - MARK V.	110.00		110.00
75760	12-09-22	THE LINCOLN NATL. LIFE INS. CO.	DEC. 2022 PREPAID INS.	3,796.22		3,796.22
75761	12-09-22	TOPS N BARRICADES, INC	FEILD STAFF SAFETY BOMBER JACKET	305.85		305.85
			QTY2 SAFETY BOMBER JACKETS FIELD STAFF			
			WHITE MARKING SPRAY PAINT 2 CASES			
75762	12-09-22	UMETECH, INC.	HELPDESK AND MANAGED SERVICES NOV 2022	8,459.75		8,459.75
75763	12-09-22	URBAN HABITAT	MONTHLY LANDSCAPE - NOVEMBER 2022	5,550.00		5,550.00
75764	12-09-22	USA BLUEBOOK	HDPE JUGS DOE HORTON PLANT PER LEE BOYER	363.33		363.33
			LABORATORY ITEMS FOR HORTON PLANT			
			LIGHTWEIGHT HDPE JUG HORTON PLANT			
75765	12-09-22	VIULA DOUGLAS BANUELOS	ACCOUNT REFUND 16303 AVE RAMADA	145.00		145.00
75766	12-09-22	WATERLINE TECHNOLOGIES INC.	11 DRUMS REFILLED #5612360	7,317.26	2,110.00	9,427.26
			16GAL CHLORINE TANKS & PARTS			
			6 DRUMS REFILLED #5611307			
			9 DRUMS REFILLED #5609926			
			9 DRUMS REFILLED #5610699			
			CREDIT FOR REVISED INV#5564448 AND 5565077			
75767	12-09-22	WEST COAST SAND AND GRAVEL INC.	RESTOCK 26 TONS BASE MATERIAL	454.66		454.66
75768	12-09-22	XYLEM DEWATERING SOLUTIONS INC	STEP BOW BYPASS PUMP	883.55		883.55
75769	12-19-22	ACELA ORIANA HOFFERT	ORIANA REIMBURSMENT-EE HOLIDAY GIVEAWAY	92.88		92.88
75770	12-19-22	ACWA-JPIA HEALTH BENEFITS AUTH.	JAN. 2023 PREPAID INS.	95,548.70		95,548.70

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75771	12-19-22	AECOM TECHNICAL SERVICES INC.	WELL 42 REDESIGN PP#19	0.00	2,196.50	2,196.50
75772	12-19-22	ALL VALLEY CRANE,INC.	PULL AUGER OUT OF CHANNEL	1,800.00		1,800.00
75773	12-19-22	ARAMARK UNIFORM SERVICES, LLC	UNIFORM SERVICES 11.29	913.01		913.01
			UNIFORM SERVICES 12.06.22			
75774	12-19-22	BRINKS INCORPORATED	MONTHLY SERVICE	257.41		257.41
75775	12-19-22	CARPI & CLAY. INC	NOV. 2022 FEDERAL ADVOCACY	4,000.00		4,000.00
75776	12-19-22	CASEY DOLAN	DEC. 2022 DIGITAL AD MGMT	650.00		650.00
75777	12-19-22	CV STRATEGIES	GENERAL MARKETING	6,500.00		6,500.00
75778	12-19-22	CYNTHIA ACOSTA	MILEAGE REIMBURSEMENT CYNTHIA ACOSTA	108.75		108.75
75779	12-19-22	DAVID PENNA	D.PENNA REIMB. - MEALS FOR TRAINING	70.01		70.01
75780	12-19-22	DESERT TIRE AND AUTO REPAIR	TIRE REPLACEMENT	1,518.02		1,518.02
75781	12-19-22	DIAMOND CHEVROLET BUICK GMC	VEHICLE REPAIRS	106.03		106.03
75782	12-19-22	HI-DESERT AIR INC.	ADMIN A/C MAINT.	1,022.63		1,022.63
			WWTP A/C REPAIRS			
75783	12-19-22	IVAN SEWELL	MILEAGE & PARKING REIMBURSEMENT SEWELL	109.75		109.75
75784	12-19-22	JOE HERNANDEZ	REIMBURSEMENT J.HERNANDEZ PARADE MATER	80.22		80.22
75785	12-19-22	MANPOWER US INC.	STAFFING SERVICES - CUST. SERV. REP.	2,414.98		2,414.98
			STAFFING SERVICES - GM REPORT/GRANTS			
75786	12-19-22	PALM SPRINGS CHAMBER OF COMMERCE	PALM SPRINGS CHAMBER RENEWAL	350.00		350.00
75787	12-19-22	PLANETBIDS, INC.	ANNUAL SUBSCRIPTION INV#112254	6,419.77		6,419.77
75788	12-19-22	RALEIGH P. SPIGER	TOILET REBATE - SPIGER	200.00		200.00
75789	12-19-22	RAY LOPEZ ASSOCIATES	INFILL INSPECTIONS	4,513.98		4,513.98
75790	12-19-22	ROBERT GRIFFITH	MILEAGE REIMBURSEMENT - R. GRIFFITH	94.32		94.32
75791	12-19-22	RUSS MARTIN	MILEAGE REIMBURSEMENT R.MARTIN	124.77		124.77
			PER DIEM/ACWA CONFERENCE MEAL REIMBURSEMENT			
75792	12-19-22	SOUTHERN CALIFORNIA EDISON COMPANY	101 - 3084-112822	30,843.48		30,843.48
			206 - 4802-112822			
			301 - 8247-111722			
			301 - 8247-112822			
75793	12-19-22	STATE WATER RES CONTRL BRD	ANNUAL PERMIT FEE - ALAN HORTON CS	31,593.00		31,593.00
			ANNUAL PERMIT FEE - DESERT CREST CS			
			ANNUAL PERMIT FEE - HORTON WWTP			
75794	12-19-22	SWRCB ACCOUNTING OFFICE	D.FRIEND SWRCB T2 RENEWAL	60.00		60.00
75795	12-19-22	THE UPS STORE #5062	BILL ASSISTANCE POSTER	675.05		675.05
			BUSINESS CARDS - JOE H.			
			PARADE FLOAT DECORATIONS			
75796	12-19-22	THE GREATER COACHELLA VALLEY	GCVCC YEARLY MEMBERSHIP 2023	360.00		360.00
75797	12-19-22	THE LINCOLN NATL. LIFE INS. CO.	JAN. 2023 PREPAID INS,	3,988.54		3,988.54
75798	12-19-22	THERESA MURPHY	HOLIDAY LUNCHEON LINENS	330.13		330.13
			T.MURPHY REIMB. - EE HOLIDAY LUNCHEON SUPPLIES			
75799	12-19-22	ULTIMATE MOTORS INC.	VEHICLE SMOG	90.00		90.00
75800	12-19-22	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	373.20		373.20
75801	12-19-22	VERIZON CONNECT FLEET USA LLC	GPS TRACKING SUBSCRIPTION	548.28		548.28
75802	12-19-22	VESTED SOLUTIONS	JANITORIAL SERVICES - 11/2022	3,333.33		3,333.33
75803	12-19-22	WIENHOFF DRUG TESTING	DOT PROGRAM ENROLLMENT - GRANT FOURNIER	170.00		170.00
75804	12-27-22	ACWA/JOINT POWERS INSURANCE AUTHORITY	ESPOSITO/PATNEAUDE RESTITUTION - DEC.2022	700.00		700.00
75805	12-27-22	AECOM TECHNICAL SERVICES INC.	MSWD CONTRUCTION SERVICIES	0.00	152,472.89	152,472.89

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
			MSWD CONSTRUCTION SERVICES NOV 22			
75806	12-27-22	AIR & HOSE SOURCE INC.	HYDRANT ADAPTER W/SCREEN	902.63		902.63
75807	12-27-22	AM CONSERVATION GROUP INC.	WATERWISE SCHOOL PROGRAM	3,331.42		3,331.42
75808	12-27-22	CASAMAR GROUP, LLC	LABOR COMPLIANCE AND SVCS FOR NOVEMBER	0.00	3,032.04	3,032.04
			LABOR COMPLIANCE CONSULTING SVCS FOR NOV			
			NOV LABOR COMPLIANCE & CONSULT SVCS			
75809	12-27-22	CITY OF DESERT HOT SPRINGS	OCT. 2022 UU TAX	34,943.83		34,943.83
75810	12-27-22	CLAUDIA LOPEZ	REIMB-CLAUDIA LOPEZ 190	56.52		56.52
75811	12-27-22	CLINICAL LABORATORY OF SAN BERNARDINO	LAB SEVICES FOR OCTOBER 2022	1,310.00		1,310.00
75812	12-27-22	D & H WATER SYSTEMS, INC.	REPLACEMENT POLYMER HOSE	211.56		211.56
75813	12-27-22	DATA BUSINESS EQUIPMENT, INC.	CHECK SCANNER ANNUAL MAINTENANCE	436.00		436.00
75814	12-27-22	DESERT VALLEY DISPOSAL, INC.	NOV.2022 SERVICE CHARGES - ADMIN BLDG.	1,250.51		1,250.51
			NOV.2022 SERVICE CHARGES - CORP YARD			
75815	12-27-22	DIAMOND CHEVROLET BUICK GMC	REPLACEMENT TANK FOR UNIT# 399	113.09		113.09
75816	12-27-22	EDOM HILL TRANSFER STATION	DISPOSAL FEE	45.78		45.78
75817	12-27-22	EISENHOWER OCCUPATIONAL HEALTH SERVICES	DOT PHYSICAL - JASON WEEKLEY	250.00		250.00
75818	12-27-22	ENVIROGEN TECHNOLOGIES INC	WELL 26A URANIUM TREATMENT	4,008.63		4,008.63
75819	12-27-22	FARMER BROS. CO	ADMIN COFFEE ORDER	128.84		128.84
75820	12-27-22	FORSHOCK	SCADA SERVER MONITORING	220.00		220.00
75821	12-27-22	FRANKLIN TRUCK PARTS, INC	REPLACEMENT HUB CAP FOR UNIT #389	26.95		26.95
75822	12-27-22	FRANCHISE TAX BOARD	EE.200 GARNISHMENT PPE 12.09.22	465.13		465.13
75823	12-27-22	GRAINGER	REPLACEMENT RELAYS FOR WTR PRODUCTION	65.26		65.26
75824	12-27-22	HOME DEPOT CREDIT SERVICES	HOME DEPOT CC	1,520.77	1,078.83	2,599.60
75825	12-27-22	INLAND WATER WORKS SUPPLY CO.	BREAK OFF BOLTS/BOLT NUT SETS	3,758.72		3,758.72
			METER FLANGE			
			MUEL BALL A.M. STOP			
			REPLACEMENT 2" HYDRANT HEAD N/I			
			ROMAC CLFC CLAMPS			
			STEM O-RING			
75826	12-27-22	L.O. LYNCH QUALITY WELLS & PUMPS, INC.	WELL 26A PUMP/MOTOR INSTALLATION	0.00	37,501.50	37,501.50
75827	12-27-22	LANDMARK CONSULTANTS, INC.	PROF. SVCS PERFORMED 11-24 THRU 12-7-22	0.00	3,048.00	3,048.00
			PROFESSIONAL SVCS PERFORMED 11/10-11/23			
			WELL 24 REHAB			
75828	12-27-22	MANPOWER US INC.	STAFFING SERVICES - WASTEWATER	2,783.36		2,783.36
			TEMP CUST SERV REP INV 37604037			
75829	12-27-22	MCMaster-CARR	BR Y-STRAINER	415.90		415.90
75830	12-27-22	MUROW DEVELOPMENT CONSULTANTS	PROGRESS PAYMENT #9 - WELL 24 REHAB	0.00	10,637.50	10,637.50
75831	12-27-22	NAPA AUTO PARTS	UNIT 390 TRAILER HITCH PART	235.50		235.50
			WHEEL CLOCKS - MAINT. SHOP			
75832	12-27-22	NCL OF WISCONSIN, INC	LITER C-37L CONDUCTIVITY HORTON PLANT	89.81		89.81
75833	12-27-22	O'REILLY AUTOMOTIVE, INC.	ASPHALT TRAILER MARKER LIGHT	230.48		230.48
			BATTERY CORE CREDIT			
			UNIT #362 TRANSFER PUMP			
			UNIT #404 BATTER REPLACEMENT			
75834	12-27-22	PLUMBERS DEPOT INC	REPAIRS OF CCTV CAMERAS	912.28		912.28
75835	12-27-22	QUADIENT FINANCE USA, INC.	2 MONTHS POSTAGE REPLENISHMENT	1,077.31		1,077.31
75836	12-27-22	RDO EQUIPMENT CO.	BELT TENSIONER FOR BACKHOE#362	185.92	141,447.47	141,633.39

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
75837	12-27-22	ROBERT G MODRICH	JOHN DEER BACKHOE LOADER/BUCKET			
			NOV 2022 UNIDATA MAINT.	6,648.00		6,648.00
75838	12-27-22	SHERWIN-WILLIAMS	RESTOCK SAFETY YELLOW, TAN GALLON PAINTS	593.60		593.60
75839	12-27-22	SMARTCOVER SYSTEMS	HARDWARE/POWER/PARTS/PACKAGE	11,462.32		11,462.32
75840	12-27-22	SONSRAY MACHINERY, LLC	CASE FORKLIFT	0.00	105,326.14	105,326.14
75841	12-27-22	SOUTHERN CALIFORNIA EDISON COMPANY	101 - 3084-121622	120,771.56		120,771.56
			201 - 6334-120622			
75842	12-27-22	STATE WATER RES CONTRL BRD	ANNUAL PERMIT FEE - DC WWTP	52,964.00		52,964.00
			ANNUAL PERMIT FEE - FACILITY 4DW0531			
			ANNUAL PERMIT FEE - RWRF			
75843	12-27-22	THE UPS STORE #5062	R/R NEPTUNE R900 GATEWAY RECEIVER	186.42		186.42
			R/R NEPTUNE RECEIVER SHIPPING CHARGE			
75844	12-27-22	TKE ENGINEERING, INC	PROGRESS PAYMENT #8 C&M INSPECTION	0.00	117,310.40	117,310.40
75845	12-27-22	TOPS N BARRICADES, INC	MEN WORKING SIGNS	724.61		724.61
			RED REFLECTIVE TAPE - PARADE FLOAT			
			SAFETY BOMBER JACKET - PRODUCTION			
			SAFETY FLASHING LIGHTS FOR WORK TRUCKS			
75846	12-27-22	TULE RANCH/MAGAN FARMS	NOV. 2022 SLUDGE HAULING	35,658.59		35,658.59
75847	12-27-22	USA BLUEBOOK	METER ADAPTERS	3,011.97		3,011.97
			PRESSURE GAUGES			
75848	12-27-22	WEST COAST SAFETY SUPPLY	CALIBRATION OF GAS & CYLINDER PROBE	667.31		667.31
75849	12-27-22	WESTERN PUMP INC	FUEL TANK REPAIRS	879.19		879.19
75850	12-27-22	WILLDAN FINANCIAL SERVICES	TAX ROLL PREP - DELIQUENT ASSMNT	12,010.00		12,010.00
			TAX ROLL PREP - STANDBY			
			TAX ROLL PREP AD#4			
75851	12-27-22	XEROX CORPORATION	ENG XEROX LEASE 11/30-12/30	172.39		172.39
1000005	12-06-22	ANTONIO AQUINO	ACCOUNT REFUND 12845 CALLE AMAPOLA	25.42		25.42
1000006	12-06-22	ASHLEY PORRAS	ACCOUNT REFUND 62806 KITETAILED DR	72.36		72.36
1000007	12-06-22	DANIEL CRUZ	ACCOUNT REFUND AVE ATEZADA	536.66		536.66
1000008	12-06-22	DELORES KRAMER	ACCOUNT REFUND 66825 ESTRELLA AVE	26.75		26.75
1000009	12-06-22	DEMO UNLIMITED INC	ACCOUNT REFUND GARNET AVE MIDDLE HYDRANT	690.53		690.53
1000010	12-06-22	HEIDY MARTINEZ	ACCOUNT REFUND 16420 AVE MANZANA	69.79		69.79
1000011	12-06-22	JAE KWON KIM	ACCOUNT REFUND 69481 MIDPARK DR	17.77		17.77
1000012	12-06-22	JAMES SAICHECK	ACCOUNT REFUND 66730 DESERT VIEW AVE	48.15		48.15
1000013	12-06-22	JASMINE GRAVES	ACCOUNT REFUND 11155 POMELO DR	139.03		139.03
1000014	12-06-22	JLM GRADING & PAVING	ACCOUNT REFUND LITTLE MORONGO RD & 13TH ST.	720.36		720.36
1000015	12-06-22	JOHN PARK	ACCOUNT REFUND 66348 ACOMA AVE	78.38		78.38
1000016	12-06-22	JOSE OROZCO	ACCOUNT REFUND 11082 WEST DR	62.70		62.70
1000017	12-06-22	KAREL NOVAK	ACCOUNT REFUND 12418 REDBUD RD	85.80		85.80
1000018	12-06-22	LATISHA EVANS	ACCOUNT REFUND 66597 DESERT VIEW AVE	82.00		82.00
1000019	12-06-22	LUPE TRIPODI	ACCOUNT REFUND 13273 HERMANO WAY	9.64		9.64
1000020	12-06-22	MARISA RUIZ	ACCOUNT REFUND 13901 HACIENDA HEIGHTS DR	234.88		234.88
1000021	12-06-22	MARVIN CLEARY	ACCOUNT REFUND 64475 MISSION LAKES BLVD	64.60		64.60
1000022	12-06-22	MATTIE PARKER	ACCOUNT REFUND 66626 CAHUILLA AVE	330.26		330.26
1000023	12-06-22	MICHAEL LUCAS	ACCOUNT REFUND 9124 CALLE DE VECINOS	16.41		16.41
1000024	12-06-22	MIRIAM BORREGO	ACCOUNT REFUND 66389 BUENA VISTA AVE "A"	130.16		130.16
1000025	12-06-22	PEDRO RODRIGUEZ	ACCOUNT REFUND 12904 CALLE AMAPOLA	31.13		31.13

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL
1000026	12-06-22	R.I.C. CONSTRUCTION CO., INC.	ACCOUNT REFUND ACOMA NW OF WELL #24	717.03		717.03
1000027	12-06-22	RICARDO VAZQUEZ	ACCOUNT REFUND 65840 IRONWOOD DR	58.20		58.20
1000028	12-06-22	SARAH KNEPPER	ACCOUNT REFUND 64106 APPALACHIAN ST	44.62		44.62
1000029	12-06-22	SOFIA A. ORTEGA	ACCOUNT REFUND 16200 AVE RAMBLA	63.83		63.83
1000030	12-06-22	TARA MCCOY	ACCOUNT REFUND 65952 AVE LADERA	82.00		82.00
1000031	12-06-22	THOMAS WILHELM	ACCOUNT REFUND 66366 BUENA VISTA AVE	8.22		8.22
1000032	12-06-22	VAGHINAK GEVORGYAN	ACCOUNT REFUND 12220 SKYLINE DR	80.81		80.81
1000033	12-06-22	VANESSA VANDERVALK	ACCOUNT REFUND 9425 CALLE DEL DIABLO	42.93		42.93
1000034	12-06-22	WILLIAM FORRESTER	ACCOUNT REFUND 68245 CALLE BONITA	160.28		160.28
1000035	12-21-22	ANTHONY SCHEPIS	ACCOUNT REFUND 13150 CALLE AMAPOLA	60.47		60.47
1000036	12-21-22	BEN MARTINEZ	ACCOUNT REFUND 69525 DILLON RD #78	10.90		10.90
1000037	12-21-22	DAVISA MARTINEZ	ACCOUNT REFUND 67917 WHITNEY CT	33.85		33.85
1000038	12-21-22	DEAN MAGLIERI	ACCOUNT REFUND 8747 ROCKIES AVE	11.47		11.47
1000039	12-21-22	DESERT SKY REALTY	ACCOUNT REFUND 13102 RAMONA DR	54.40		54.40
1000040	12-21-22	DHS NUMBERED STREETS	ACCOUNT REFUND 66164 1ST ST	125.48		125.48
1000041	12-21-22	DOROTHY J. PETERS	ACCOUNT REFUND 12840 CALLE AMAPOLA	21.40		21.40
1000042	12-21-22	ELINA ASATRYAN	ACCOUNT REFUND 68460 FERNWOOD DR	153.64		153.64
1000043	12-21-22	ERIC LANDRY	ACCOUNT REFUND 66905 CAMINO IDILIO	87.48		87.48
1000044	12-21-22	GLORIA MEJIA	ACCOUNT REFUND 11613 FOXDALE DR	51.75		51.75
1000045	12-21-22	IE HOME SOLUTIONS LLC	ACCOUNT REFUND 13415 JULIAN DR	53.70		53.70
1000046	12-21-22	JAMES M POTTER	ACCOUNT REFUND 13144 CHOLLA DR	21.95		21.95
1000047	12-21-22	JAY MCCORMACK	ACCOUNT REFUND 9926 VALPARAISO DR	55.94		55.94
1000048	12-21-22	JERVON MCNIGHT	ACCOUNT REFUND 16250 VIA MONTANA	49.99		49.99
1000049	12-21-22	KANEESA GODBOLT	ACCOUNT REFUND 11900 VERBENA DR	236.53		236.53
1000050	12-21-22	KIM JA CHUNG	ACCOUNT REFUND 69516 PARKSIDE DR	20.71		20.71
1000051	12-21-22	LEE ALLEN WOOLF	ACCOUNT REFUND 10502 CACTUS DR	21.80		21.80
1000052	12-21-22	LP PAVING AND GRADING, INC.	ACCOUNT REFUND RAYO DEL SOL & VALENCIA	567.68		567.68
1000053	12-21-22	LUZ A RAMOS	ACCOUNT REFUND 64836 DESERT VIEW AVE	367.98		367.98
1000054	12-21-22	MARLEEN WOOD	ACCOUNT REFUND 15300 PALM DR #29	116.94		116.94
1000055	12-21-22	MARTHA ARMENTA	ACCOUNT REFUND 64550 PIERSON BLVD #58	89.01		89.01
1000056	12-21-22	MATICH CORPORATION	ACCOUNT REFUND 14421 MOUNTAIN VIEW RD	703.78		703.78
1000057	12-21-22	MATTHEW KENNETH SCHMIDT	ACCOUNT REFUND 12800 AVE SERENA	70.40		70.40
1000058	12-21-22	MELINA OLIVARES	ACCOUNT REFUND 66030 BUENA VISTA AVE	202.95		202.95
1000059	12-21-22	NIYA MURRELL	ACCOUNT REFUND 66960 FLORA AVE	42.73		42.73
1000060	12-21-22	NPL CONSTRUCTION, INC.	ACCOUNT REFUND CACTUS DR & DESERT VIEW AVE.	687.29		687.29
1000061	12-21-22	OSVALDO GOMEZ	ACCOUNT REFUND 13105 PALM DR	442.55		442.55
1000062	12-21-22	RICHARD BAUMANN	ACCOUNT REFUND 11270 AMBROSIO DR	39.33		39.33
1000063	12-21-22	RICKY KIRKHAM	ACCOUNT REFUND 69524 MORNINGSIDE DR	82.00		82.00
1000064	12-21-22	ROBERT HARKINS	ACCOUNT REFUND 66735 BUENA VISTA AVE	7.85		7.85
1000065	12-21-22	SUSANA FERRIS	ACCOUNT REFUND 64246 APPALACHIAN ST	16.17		16.17
1000066	12-21-22	THOMAS RISON	ACCOUNT REFUND 66827 BUENA VISTA AVE	82.00		82.00
1000067	12-21-22	WILLIAM BIZALDI, JR	ACCOUNT REFUND 15955 AVE FLORENCITA	76.02		76.02
1000068	12-21-22	WILLIAM OFFUTT	ACCOUNT REFUND 66041 8TH ST	24.33		24.33
1000069	12-30-22	DAVID ZARCONE	ACCOUNT REFUND 10751 SAN PABLO RD	615.44		615.44
99101401	12-01-22	STATE OF CA EDD	STATE TAX PPE 11.25.22	10,447.45		10,447.45
99101402	12-01-22	WELLS FARGO BANK	FED. TAX DEP. PPE 11.25.22	58,206.67		58,206.67
99101403	12-01-22	LINCOLN NATIONAL LIFE INS CO	DEF. COMP PPE 11.25.22	11,268.36		11,268.36

CHECK NUMBER	CHECK DATE	PAID TO VENDOR	DISBURSEMENT DESCRIPTION	OPERATING	CAPITAL	TOTAL

AGENDA REPORT

REGULAR BOARD MEETINGS JANUARY 12 & 17, 2023

DIRECTOR REPORTS

DIRECTOR REPORTS

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

Date	Event	Attendees
12/6/2022	DHS CITY COUNCIL MEETING	MARTIN
12/13/2022	CVWD BOARD MEETING	GRIFFITH
12/16/2022	DVBA CHARITY LUNCHEON	MARTIN, SEWELL
12/20/2022	DWA BOARD MEETING	GRIFFITH

(OTHER) MEETINGS ATTENDED (*no daily stipend was claimed)

Date	Event	Attendees
12/3/2022	WOMEN'S CLUB BLACK & WHITE DINNER	MARTIN
12/8/2022	STATE OF THE COUNTY (RIVERSIDE COUNTY)	MARTIN
12/12/2022	DVBA BOARD MEETING	MARTIN
12/14/2022	TRIBAL WATER AUTHORITY MEETING	MARTIN



General Manager's Report January 2023

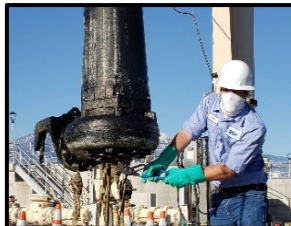
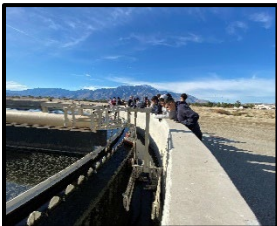


Table of Contents

ADMINISTRATION	1
Customer Service Department	1
Finance and Accounting Department.....	6
Innovation and Technology Department	9
Purchasing Department	9
ENGINEERING AND OPERATIONS.....	10
Engineering Department.....	10
Operations & Maintenance.....	12
Water Resources	24
PUBLIC AFFAIRS.....	26
APPENDIX A - Federal Update from Carpi & Clay	
APPENDIX B – Wastewater and Water Production Tables	
APPENDIX C – Public Affairs Information	
APPENDIX D – 2023-2024 Legislative Platform	

ADMINISTRATION

Customer Service Department

Disconnections Due to Non-Payment

After suspending disconnections the past two years due to the COVID pandemic, MSWD announced that it will resume disconnection of past due accounts beginning in April 2022. To avoid disconnection, customers who have past due balances are strongly encouraged to contact the District before March 31, 2022, to set up a payment plan and learn about available assistance programs. To assist residential and commercial customers with past due balances related to COVID, the District applied for and received funds from the California Water and Wastewater Arrearage Payment Program to cover past-due drinking water balances that were accrued between March 4, 2020, and June 15, 2021.

As of April 5, 2022, disconnections have resumed. The December 2022 monthly delinquency process began with 316 auto-dialer calls, and technicians were able to make contact with 104 customers to either pay, set up a payment plan with the office, or to get information for bill assistance to avoid disconnection. This process reduced delinquency disconnections to only 47 in December 2022 out of 13,765 accounts.

286 payment plans were set for MSWD customers with pending balance of payment plans totaling \$106,829.76.



Disconnections for nonpayment resume in April

CONTACT US FOR HELP!



Customer Bill Assistance Programs

Riverside County's Low Income Household Water Assistance Program (LIHWAP) Care Program launched on June 2, 2022. This program provides customers with a one-time payment towards their water and/or sewer bill up to \$2,000. This program will only run through August 2023 with federal funding, but will continue at a state level in September 2023, and will include customers who are current on their bills and qualify for assistance. The program has started strong with LIHWAP paying \$43,706.62 in customer assistance since it opened to the public in June 2022.



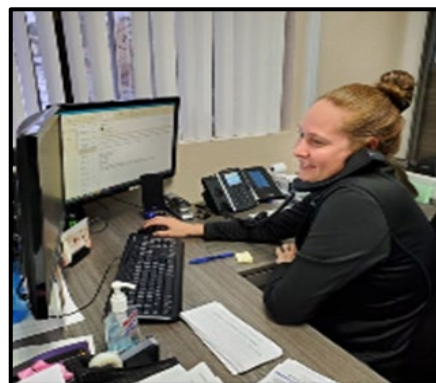
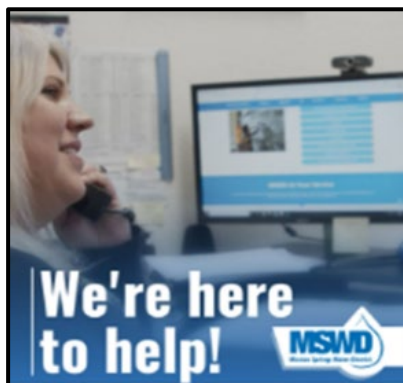
The United Way Customer Bill Assistance Program continues to be utilized by those customers who need assistance one billing period annually, paying \$100 per approved customer. United way has assisted 125 customers since January 1, 2022.

United Lift has assisted many customers and has exhausted current funding.

The State Arrearages Program provides a one-time payment and was applied to eligible accounts on January 24, 2022, totaling \$1,253,914.00.

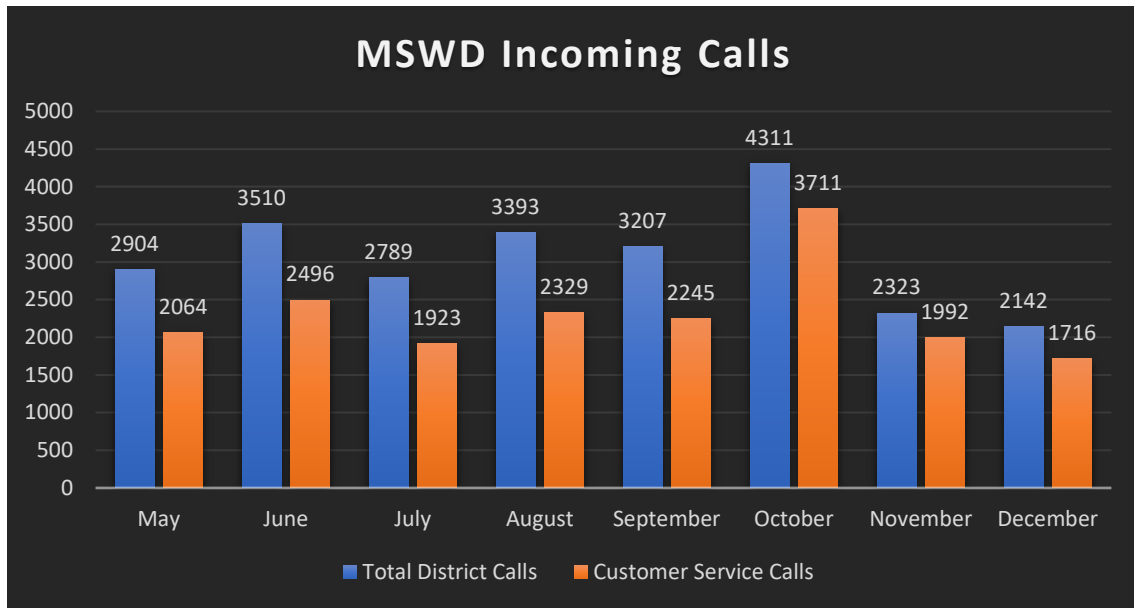
MSWD Lobby Open

The MSWD lobby is open to the public for express bill pay and application assistance. MSWD Customer Service Representatives continue to assist our customers over the phone or in person by appointment for account review and billing inquiries.



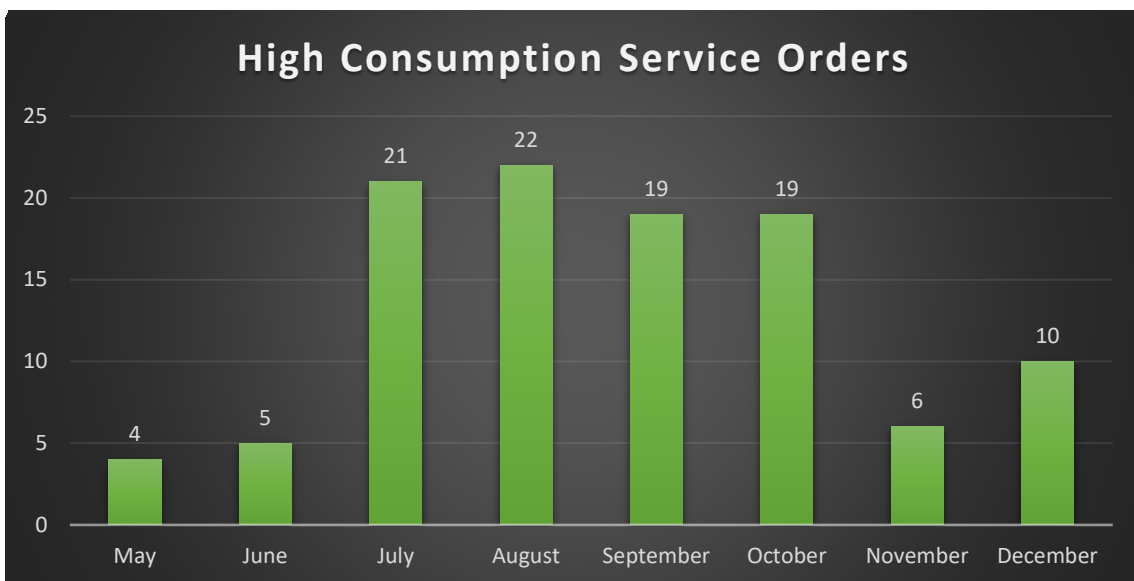
Calls into the Customer Service Department

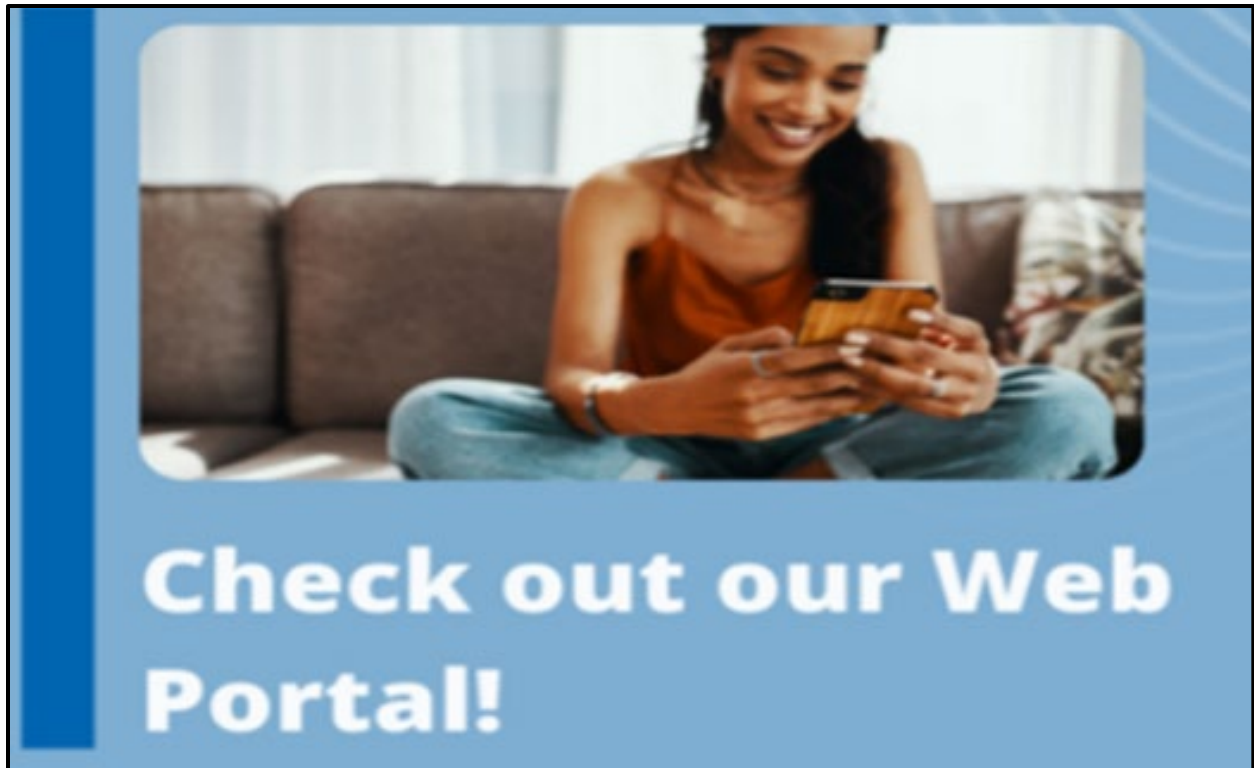
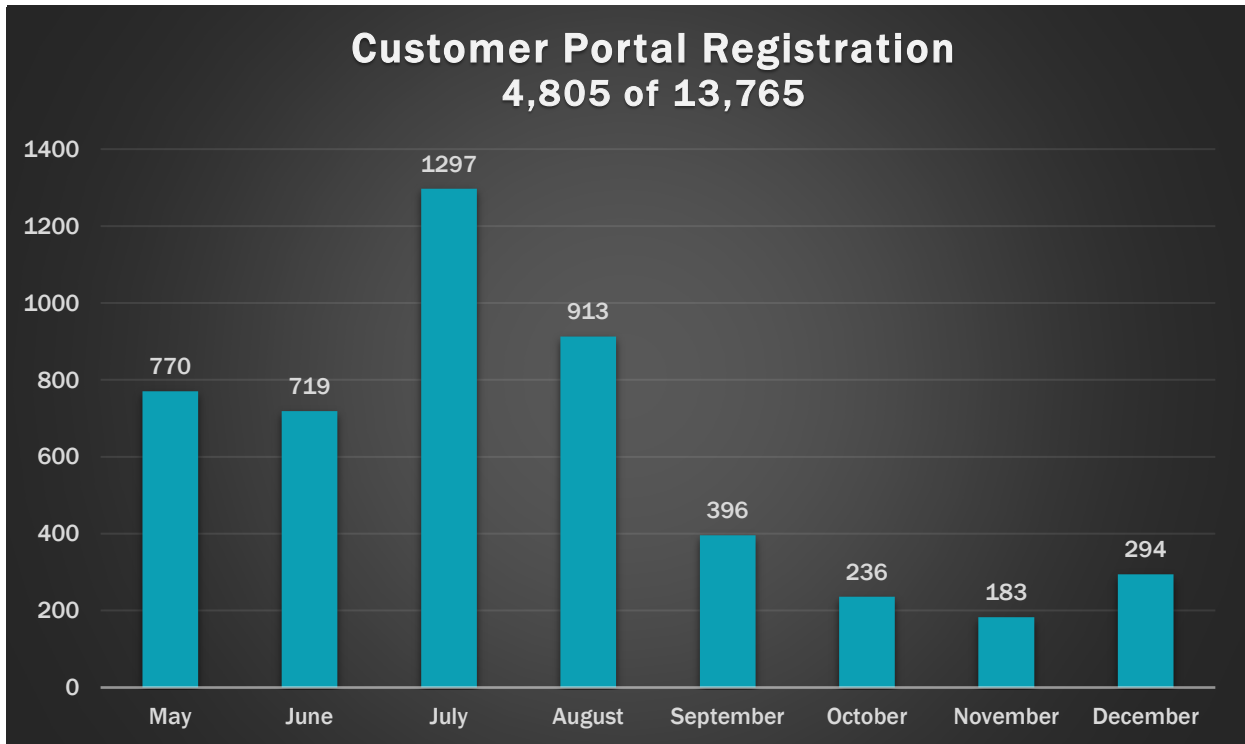
The District is seeing a consistent increase in the number of calls throughout the year, except around the holidays they tend to decrease. Most calls are related to payment plans, bill assistance information, demand/lien release requests, new property start/stop service, and account balance requests. The chart below represents MSWD incoming calls and those received by the Customer Service staff. There were 98 roll-over/"new" customer accounts in December 2022.

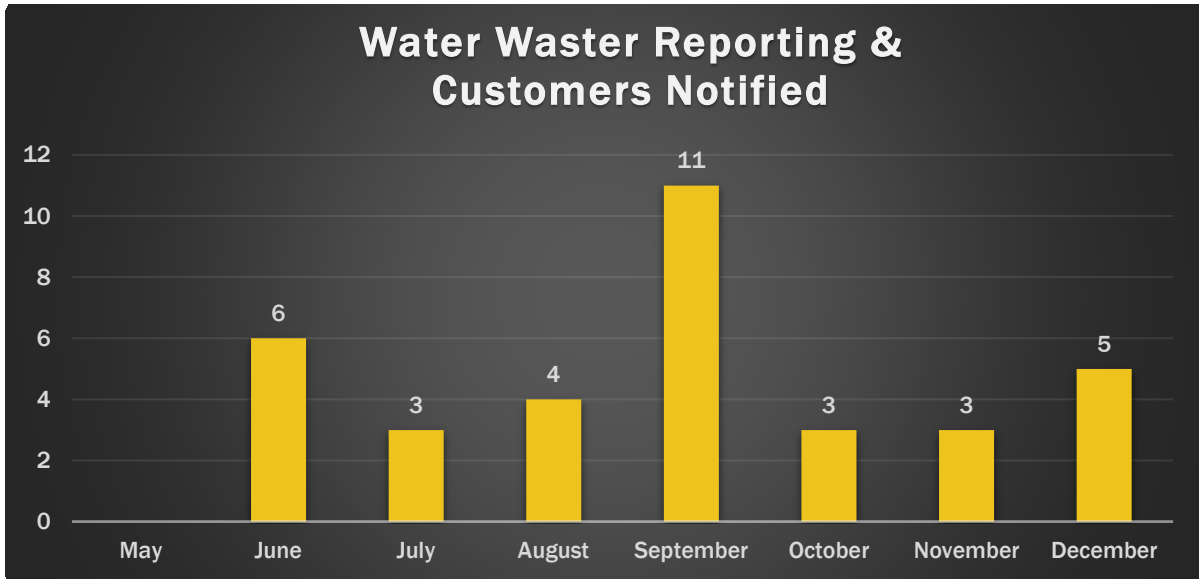


High Bill Investigation Requests Versus 13,765 Accounts

The District continues to leverage the new AMI infrastructure and Neptune 360 portal. All customers are encouraged to sign up for the portal bill and leak alerts. Customer adoption is trending about 4.38% per month since launching, reaching 34.9% or 4,805 customers registered so far.







Ways to Pay Bills

MSWD Customer Service continues to provide customers multiple options for bill payment.

- Customers can drop payments (check or money order) in the drop box
- Customers can pay at 7-11 or Walmart in Desert Hot Springs and must have their bills present. The addition of Walgreen's will be coming soon.
- Payment Portal on MSWD.org
- Customers can call in and pay through the IVR system, or with Customer Service Representative assistance
- Paypal, Google Pay, Apple Pay, and the QR code on the back of the bill. Customers can pay directly from their smartphone



BILL PAY OPTIONS





ONLINE
MSWD.org/Paperless





BY PHONE
(760) 329-6448





BY MAIL
66575 Second Street
Desert Hot Springs, CA 92240





IN PERSON
Drop off

OTHER OPTIONS: Walmart  Pay  PayPal  PayNearMe  YOUR BANK'S E-PAY PROGRAM

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 December 2022.

Current Work Priorities

The Director of Finance worked with TKE Engineering and the accounting team to coordinate a process to submit reimbursement claims to the State for the Regional Water Reclamation Facility grant agreement. The Director of Finance also reviewed bids for a \$15M line of credit to shore up cashflows through the grant reimbursement timing.

The Long-Range Financial Plan RFQ bid period was completed and responses were reviewed and evaluated.

The Finance Department continues to update the procurement policy to meet District needs while ensuring it meets State and Federal laws.

The Finance Department made several report corrections to make it easier to identify errors in the accounting system when they are made, instead of waiting until the month is reconciled.

The Accounting Department continues to work with Wells Fargo to implement the payment manager program to help with credit card, ACH, and check payments streamlining the process. The department began utilizing the program to process all customer refund payments.

The Accounting Department has transitioned to the new Wells Fargo portal for credit card activity and continues to provide training as needed to all departments on how to use the new portal. The department has also begun the process of importing credit card purchase activity directly into the financial system, which will reduce the time spent by other departments and accounting staff manually entering activity.

The Accounting Department continues to support other departments as needed.

Human Resources

- Payroll calculations for employees out on worker's compensation.
- Assisted in updating the final pay at separation process.
- Processed new and separated employees.

Information Technology

- Continue to evaluate the migration from Unidata to another ERP system.
- The Director of Finance continues to work with IT on continuous receipts of phishing emails. Most have been added to a spam list and have stopped for the most part, however, they continue to get through under different credentials.

Customer Service

- Assisted in processing final adjustments to inactive accounts and returned unused arrearage grant funds to the state to close out the grant.
- Provided several corrections to customer service for customer accounts.
- Continued support with Legal for the class action lawsuit. Tom Slovak continues to call the District for information and to provide updated addresses and account status. Staff has spent a considerable amount of time on this project in the current month.

Public Relations

- Finance continues to work with Public Relations on customer outreach related to delinquent accounts and ways to get help to pay for their past due water bills.
- Finance continues to work with Public Relations to answer customer questions related to assessment districts and questions about property tax statements.

Engineering and Construction and Maintenance

- No new projects were created in December 2022.
- Continued to update the retention payment process for contractors opting to hold retention in escrow accounts.

Operations

- The Director of Finance prepared financial data needed for the annual water loss audit reported to the State.

Budget

The Director of Finance began the process of preparing the mid-year budget report by reviewing all year-to-date activity and meeting with each department to review department budgets and discuss and changes.

Audit

The Fiscal Year 2021-2022 audit fieldwork began virtually in December 2022 with selection testing performed on each category of assets and liabilities, and analytical and selection testing on revenues and expenses. Fieldwork will continue into January 2023.

Payroll

The Payroll Department continues to work with other departments to ensure timecards are prepared accurately.

The Payroll Department began preparing for end of calendar year reporting and attended a "What's new with the 2022 W-2" training.

Cash

Total cash receipts for the month of December 2022 amounted to \$2,173,801 with the majority, \$1,484,818, being normal bill payments. Additionally, the District collected \$441,311 from general purpose property taxes and approximately \$155,000 for new connection charges. The District also sold obsolete assets from approximately \$88,000.

Cash disbursements for the month of December 2022 amounted to \$4,706,352 with the largest payments going to:

- J.F. Shea Construction - \$1,906,656
- Desert Water Agency - \$394,392
- Southern California Edison - \$301,615
- AECOM Technical Services - \$154,669
- R.I.C. Construction - \$150,105
- RDO Equipment - \$141,633
- TKE Engineering - \$131,789
- Sonsray Machinery - \$105,326
- Net Payroll – \$269,076
- Payroll Taxes – \$169,715



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 December 2022.

Technology Improvements

The IT Department has been working with other departments evaluating surveillance and access control to be used at the Regional Water Reclamation Facility and Critical Services Center.

The District continues its push toward paperless operations with the expansion of Laserfiche forms which staff are currently using for managing budgets and submitting overtime. Additional forms are in development along with continuous improvements in current forms.

Improvements continue to be made in data management, enabling staff to perform functions digitally as well as securely from mobile devices.

Desktop computers and laptop upgrades continues as needed.

On-Going Cyber Security Training

The IT Department continues the monthly anti-phishing training scenarios with staff and Board members. Staff has been diligent in reporting suspicious emails or contacting the IT Manager for review of suspicious emails before acting.

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 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.

Inventory purchases for December 2022 totaled \$19,425.61, and \$15,835.22 of inventory was issued for use by crews.

Staff will be assisting Jeff Nutter and the Construction & Maintenance Department with the clean-up and reorganization of the Corporate Yard. A trash roll-off will be scheduled for the pick-up and removal of metal scrap material in the coming weeks.

ENGINEERING AND OPERATIONS

Engineering Department

Below is a list of Capital Projects and status updates.

Well 42 Project

Construction is still on-hold due to revisions to the pumping and electrical equipment.

The Contractor is reviewing and implementing the requested contract changes per the most recent addendum requiring a 400 HP motor and water lube pump assembly.

Construction will likely be on-hold for several more weeks while the equipment submittals are processed and the equipment is ordered, fabricated, and delivered to the site for construction and installation.

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

Staff continued to negotiate with the property owner at the south end of Hildago Street for an easement needed to complete the proposed sewer pipe alignment.

Well 22 Rehabilitation

Staff is evaluating the next rehabilitation method for Well 22 and pending a planned well casing survey, it will determine how aggressive future remediation efforts are used to try to keep Well 22 operational.

Staff is currently working on the Categorical Exemption environmental clearance for this project and is anticipated to be completed within the next several weeks.

Staff anticipates bidding the remaining well rehabilitation items during winter 2023.

Water and Wastewater System Comprehensive Master Plan Updates

Staff is in the process of reviewing the draft water and sewer master plans.

Engineering and Operations staff are evaluating the breadth and depth of the proposed water CIP.

AD-18 GQPP Sewer Project Area “D3-1”

Due to current construction costs, the project is on-hold, with the intent to repurpose the grant funding to the GQPP Area M2 project in the coming months. Staff is waiting on a response from the California Department of Water Resources (DWR) regarding repurposing the grant funding.

Horton Effluent Filtration System

Staff is plan checking the 100% design submittal received from TKE Engineering. Once complete, the final bid package will be prepared.

AD-18 – GQPP Sewer Project Areas “A” & “G”

The design consultant, Genterra, continued progress on the 60% construction plans and specifications.

Horton Odor Control Project

The project is completed and is operational. The final retention of \$22,981.65 for the project was scheduled for release on January 4, 2023. Warranty inspection is scheduled for September 27, 2023, and bond release for October 27, 2023.

Backup Generators for Well Sites 27-32 and 37 Projects

Staff have completed an internal review of the project plans and has returned them to the consultant for corrections. Staff sent a template for the specifications to the consultant to return for staff review prior to proceeding to bid advertisement.

Horton Wastewater Treatment Facility – North Building Improvement Project

Remodeling work on the North Building is complete. The building roof has been re-roofed, and the air conditioning/heating system has been installed. New showers and restroom improvements have been installed and are operational. Additional minor upgrades are still in process and are anticipated to be completed within the next few weeks.

Regional Water Reclamation Facility

Note, this item has moved from this report to the Board Packet as a monthly update.

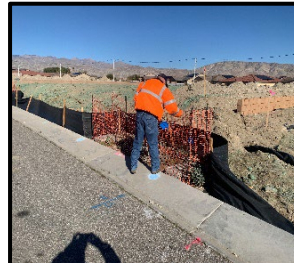


Operations & Maintenance

Construction & Maintenance

Water Line Locations

Staff completed approximately 359 water line location requests. Staff continues to use iPads with the GeoViewer Mobile app to streamline and manage line locations.



Water System Repairs/Maintenance

Staff replaced 13 water service lines with copper, repaired 13 service line leaks, and four mainline leaks.



Water System Maintenance

Staff continues to implement routine maintenance programs, consisting of ground valve exercising, blow-off flushing, air-release valves, Cla-Val automatic control valves, and fire hydrant flushing/painting. There were 192 ground valves exercised, 69 fire hydrants were flushed and maintained, zero air-release valves were inspected and/or rebuilt, zero Cla-Val valves were inspected, and zero blow-offs were flushed.



A total of 32 work orders were processed in December 2022 using the CMMS program.

Staff installed 13 new water service lines in December 2022.

Staff continues performing field fire flow tests for the Engineering Department. 12 fire flow tests were conducted in December 2022.

Staff has been making the necessary adjustments in dealing with the current COVID-19 pandemic. Staff continues to keep effective communication within the department, with other departments, and managers at the District.

Fleet and Facility Maintenance

All District buildings continue to be cleaned and disinfected weekly, Tuesday through Friday, by our janitorial company. Disinfection is completed four times per week and routine janitorial services are completed twice a week (Wednesday and Friday).

Building Maintenance

- Replaced several light bulbs and fixtures in various locations throughout the Administration Building and Accounting Modular
- Replaced the battery pack in vault door at Administration Building
- Installed a coat rack in Engineering Building
- Installed spike strips on window coverings under the carport at the Administration Building to keep birds from landing on them
- Installed a support cable from Stores to Meter Shop to attach network cable.
- Assisted in running new network cable at the Corporate Yard to replace the old one
- Installed new door chime in front lobby area

Standby Generator Monthly Maintenance Program

During routine testing, staff discovered the portable 230 KW Cummins generator is not producing power. A generator technician has been scheduled to investigate the issue. This testing ensures the generators are functioning correctly and ready to be used when needed.

Fleet Maintenance/Repairs

The District continues to utilize Southern California Fleet Services for contract maintenance and repairs of District vehicles and equipment. Below is a listing of services that were provided in December 2022:

- Preventative maintenance services were completed on Units 388, 398, 409, 412, and 418
- Battery was replaced in Unit 407
- Replaced tires on Unit 402
- Completed recall on Units 421
- Repaired PTO and cleaned out water pump on Unit 366
- Front end alignment on Unit 405
- Replaced rear running light on Unit 388
- Completed service on backhoe Unit 424
- Received new forklift

Wastewater Collections

There were no Sanitary Sewer Overflows (SSOs) in the collection system during December 2022. No problems occurred at the Dos Palmas Lift Station. The operators continued to visit the site each day to check proper pump operation, ensure the SCADA system is working properly, and check site security.

Sewer Line Locations

Staff completed 350 sewer line location requests. Staff continues to use iPads with the GeoViewer mobile application to streamline and manage line locations.

Emergency Sewer Mainline Repairs

Tri-Star Contracting continued the repair work of several sewer mainline points between 1st and 7th Streets. Damage was caused by tamarisk tree throughout the neighborhood. All the emergency repairs have been made and the only task remaining is the paving of the repaired areas.



Sewer Line/Collections Maintenance

Staff completed 12 CCTV inspections.

Staff cleaned approximately 4.5 miles of sewer mainline in December 2022.

Staff vacuumed out rags and grease from the Dos Palmas Lift Station and from the outfall box on aeration tank 4.



Wastewater Treatment

Members of CORBS have announced that the District has won three separate awards for 2022 including: the Alan L. Horton WWTP for Plant of the Year, Lee Boyer for Supervisor of the Year, and Community Engagement and Outreach: Project of the Year – Small.

Plant Maintenance

Staff spent a combined 487-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 158.4-man hours operating the sludge belt filter press, including filling and removing 15 trailers of sludge from the Horton and Desert Crest WWTPs.

Staff replaced the lower and gravity belt on the sludge belt press.



Staff removed rags from the process tanks at the Horton WWTP due to holiday activities. Staff would like to remind everyone not to flush rags and other materials.



Sampling

Staff collected 41 samples and spent 61.5-man hours performing laboratory duties and analysis for process control and regulatory reporting purposes. Both wastewater treatment plants are producing an effluent that meets the District's discharge requirement.

Staff continues to perform monthly groundwater sampling and sound water levels at the groundwater monitoring wells for the RWRF.

Pond Maintenance

Staff cleaned and rehabilitated Ponds 1, 2, 3, 6, 7, and 8 in December 2022. Pond 6 was cleaned twice.



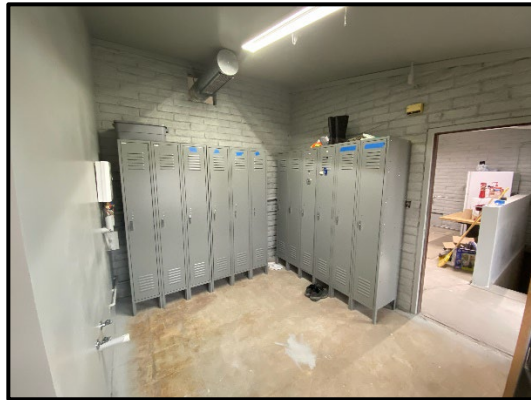
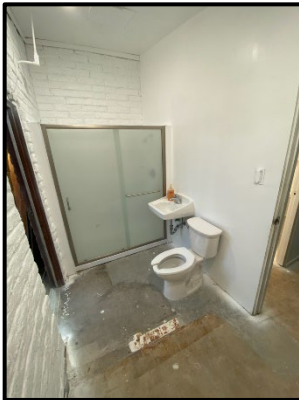
Training

Staff continues to conduct a weekly department "Wastewater Training" program. These trainings are intended to provide all operators with consistent knowledge/understanding of processes and operating equipment in a more proficient manner. This training also aids in keeping operators safe when completing maintenance. This month's training included:

- Aerator Bearing/Gearboxes
- Bypassing in the Headworks
- Pumping the Wet Well
- Belt Press Start Up Expectations

Horton WWTP North Building Rehabilitation Project

Hi-Desert Air, Cove Electric, and Southwest Plumbing have continued work on the Horton WWTP North Building Rehabilitation Project with the goal of turning it into a new office, breakroom, and locker room. Hi-Desert Air installed a new AC unit for the building, and Southwest Plumbing continued the remodel of the bathroom and installed new plumbing for a new and existing bathroom.



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

	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18
July	4	18	8	7	9	51
Aug.	26	20	4	1	8	53
Sep.	20	20	5	2	12	8
Oct.	13	36	9	4	8	12
Nov.	8	29	50	10	9	7
Dec.	8	12	9	3	3	64
Jan.		14	21	7	1	16
Feb.		7	23	5	1	42
Mar.		17	48	1	0	23
Apr.		7	18	3	3	15
May		16	17	11	3	20
June		2	21	7	3	6
Annual Total	79	198	233	61	60	317

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.

Monthly Wastewater Flows

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
Aug.	2.007484	2.156507	0.043378	0.051750
Sep.	2.085598	2.243680	0.042339	0.047130
Oct.	1.980283	2.266199	0.045616	0.052230
Nov.	1.966075	2.124845	0.045861	0.050330
Dec.	1.963779	2.145901	0.041817	0.050300
Jan.				
Feb.				
Mar.				
Apr.				
May				
June				

Additional wastewater flow information is provided in Appendix B.

Water Production

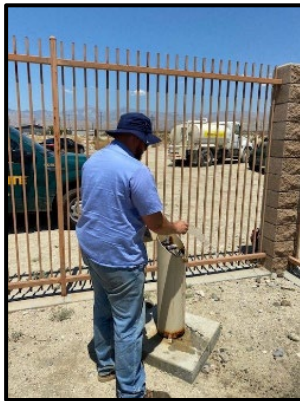
Water Sampling/Testing

Staff collected 61 routine bacteriological (Bac-T) samples and six general physical samples in December 2022. Staff works closely with the laboratory when changing sampling dates or taking grab Bac-T samples for incidental water main shutdowns.

The MSWD Monthly Coliform Monitoring Reports for December 2022, and the fourth quarter 2022 reporting, were sent out to the State Water Resources Control Board on January 10, 2023.

In order to provide a new Chromium-6 (Cr-6) baseline, staff has sampled all the Desert Hot Springs wells for Cr-6. Staff will sample the well in ID-E during the first week of January 2023.

The annual nitrate sampling for all wells in operation was completed in December 2022.



Chlorination System

Staff continues to conduct routine chlorine pump maintenance and inspections at all well sites, making necessary adjustments to all chlorine pumps and/or their related equipment, ensuring proper operation and repairing/rebuilding as needed. All chlorinators are functioning properly in December 2022, with only typical preventative maintenance for these pumps. Staff added monthly pump cleanings using a vinegar-like solution to breakdown any calcification inside the pumps and suction/discharge lines.

Staff is currently working on completing and installing two additional automatic chlorine analyzers. Water Production Operator, Adam Wagner, has begun the



build of these two analyzer cabinets. The first of these two analyzers is almost complete and will be installed in the month of January 2023.

Staff monitors chlorine levels and makes sure that all wells have a sufficient level of chlorine. Weekly chlorine deliveries to all well sites continue and is typically done on Thursdays, but staff has also been topping them off as needed throughout the week.

With the help of the Construction & Maintenance crew, staff is working on improving the methods of delivering chlorine to the well sites. Staff has acquired a new tank, pump, and hose reel for this project, and Fleet and Facilities Maintenance is working on welding up a pump skid to slide into the bed of District trucks. Photos will be provided in next month's GM Report when the work is completed.

Well Soundings

Staff continues to sound the groundwater levels for 13 production wells and nine monitoring wells. Staff usually strives to complete the soundings early in the month to be able to identify any abnormalities.



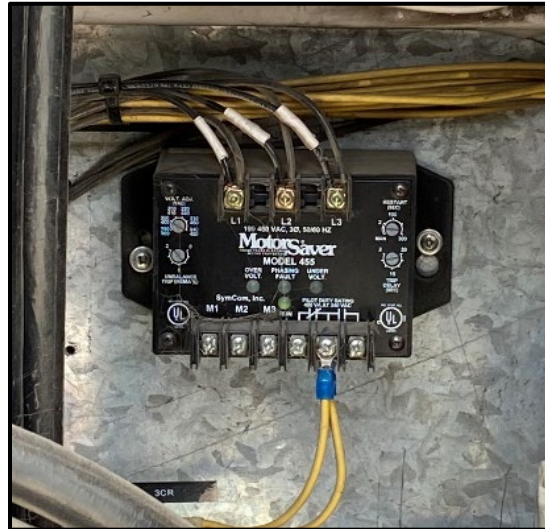
Production Facility Updates

Staff continues to oversee all water production sites making necessary changes. Staff routinely climbs reservoirs and conducts monthly overflow maintenance as needed. Staff also conducts reservoir roof inspections using a drone.

Staff continues to monitor some bacteriological (BacT) sample issues at Well 26A. Staff has performed a disinfection and flush of the well. Staff has also collected various non-compliance BacT samples that have passed. Staff will be collecting the two required BacT samples in January 2023 to return this well to service.

Staff has received multiple estimates to inspect and clean (via diving) five of the District's reservoirs. Staff is reviewing these estimates and plan to begin work in February 2023.

There are currently 17 Motor Saver units that still need to be installed. Staff received two quotes and are working to schedule the installation of these units.



Staff is currently working on the first phase of a multiphase rehabilitation project for Well 22. In the first phase the contractor, Legend Pumps, performed test pumping of the well confirming it can achieve a sustainable flow rate of approximately 1,200 GPM. After initial chlorination and flushing efforts have failed, staff has asked Kyle Groundwater to provide a more aggressive well rehabilitation plan for this well. Staff has received this rehabilitation evaluation and have received two cost estimates for this well rehabilitation. One of these estimates is nearly half the cost of the other. Staff will be reviewing these estimates to confirm that they are both performing the same scope of work.



It appears that the installation of additional cameras at the Two Bunch Booster station have proven effective in keeping intruders away.



Rehabilitation of Well 33 and reservoir overflow has begun. Brushing and bailing are complete and the chemical rehabilitation process began in December 2022. The focus intake pumping is currently underway during the first week of January 2023.

Staff will continue the rehabilitation of the pump seals on the adjacent pumps at the Terrace Booster Station after reviewing the department budget.

Landscaping

Staff continues to oversee the landscape contract with Urban Habitat for 36 sites throughout the District.

Well 24 Electrical Upgrade

The new electrical panel/motor control center has been completed at Well 24 and the well is back in operation. SCADA consultant, Michael Crabtree, helped complete the security system and created new operator screens on SCADA for staff to use. It's a nice improvement.

Well 33 Solar Site

Staff continues to monitor the performance of the solar system. The June and July 2022 performance reports were confirmed being unusual and incorrect by the performance team at Total Energies (formerly SunPower). The performance team is coordinating with the data analytics team and will provide an update once it is resolved. As soon as it is received, staff will provide accurate information for June through December 2022.

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

	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18
July	6	18	7	4	5	7
August	28	19	6	10	5	3
September	22	23	18	2	14	4
October	16	33	13	3	21	8
November	10	27	10	16	4	0
December	9	9	2	17	3	3
January		14	15	6	3	20
February		8	13	8	5	11
March		19	16	2	3	6
April		6	11	1	3	7
May		19	15	12	5	11
June		1	24	11	2	8
Annual Total	91	196	150	92	73	88
Avg./ Mo.	7.58	16.33	12.50	7.67	6.08	7.33

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 for each month.

Monthly Water Production

	FY	Variance		FY	FY	FY	FY
	2022/23	from prior		2021/22	2020/21	2019/20	2018/19
	AF	year	%	AF	AF	AF	AF
		AF					
July	751.79	-44.78	-5.6%	796.57	857.77	853.23	857.20
August	850.19	10.26	1.2%	839.93	885.31	795.18	806.47
September	716.03	-22.62	-3.1%	738.65	784.80	757.08	689.47
October	691.98	26.80	4.0%	665.18	755.84	709.39	709.81
November	599.39	-80.46	-11.8%	679.85	690.13	619.87	631.75
December	554.27	-11.21	-2.0%	565.48	588.32	537.23	502.16
January		0.00	0.0%	580.28	537.96	553.20	570.20
February		0.00	0.0%	527.34	495.61	520.85	415.49
March		0.00	0.0%	601.44	625.80	557.73	490.92
April		0.00	0.0%	624.07	649.34	573.02	635.08
May		0.00	0.0%	745.36	723.62	698.99	598.36
June		0.00	0.0%	730.02	761.63	806.02	710.39
TOTAL		-122.01	-2.8%	8094.17	8356.13	7981.79	7617.30

Additional water production information is provided in Appendix B.

Water Resources

Below is a list of water resources related activities for December 2022:

Integrated Regional Water Management Planning

The Coachella Valley Regional Water Management Group (CVRWVG) met to discuss on-going grant funded projects and upcoming grant opportunities. The CVRWVG implements the Integrated Regional Water Management (IRWM) Plan for the Coachella Valley IRWM Region.

The CVRWVG completed and submitted a grant application for the Urban Community Drought Relief Grant Program. The application included MSWD's Well Rehabilitation Program, Mission Lakes Water Main Replacement Project, and Turf Rebate projects for funding consideration.

Mission Creek Subbasin Sustainable Groundwater Management Act Compliance

The 2022 Alternative Plan Update for the Mission Creek Subbasin is still with the California Department of Water Resources (DWR) for review, however, DWR doesn't anticipate completing reviews of alternative plans until 2024.

Staff completed a site access agreement to allow the USGS to construct two land subsidence benchmarks on District property. Staff continues to coordinate with the USGS regarding installation of the benchmarks in the coming weeks.

The Mission Creek Subbasin Management Committee completed and submitted a grant application for the Sustainable Groundwater Management Round 2 Implementation Grant Program. The grant application included MSWD's GQPP Area A Sewer Project and Recycled Water Project Phase 1A for funding consideration.

Staff continued coordinating with the consultant, WSP (formerly Wood), on the Mission Creek Subbasin SGMA Annual Report for Water Year 2021-22. The draft report is expected for review and comment in January 2023. The final report is due to DWR by April 1, 2023.

San Geronio Pass Subbasin Sustainable Groundwater Management Act Compliance

DWR is currently reviewing the 2022 Groundwater Sustainability Plan for the San Geronio Pass Subbasin.

Staff met with the GSAs to discuss the Data Management System and began preparing for the upcoming Annual Report process.

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 2024.

Staff completed the data request for the Indio Subbasin SGMA Annual Report for Water Year 2021-2022. The final report is due to DWR by April 1, 2023.

Salt and Nutrient Management Planning

Staff attended the monthly Coachella Valley Salt and Nutrient Management Plan (CV SNMP) Update meeting. The CV SNMP Agencies discussed formation and roles for the different committees required to help move the plan through development and completion, including a Steering Committee and a Technical Advisory Committee; as well as coordination and participation with the Regional Board, tribes, and other stakeholders.



PUBLIC AFFAIRS

Below is a list of Public Affairs activities:

Past and Upcoming Sponsorships / Events

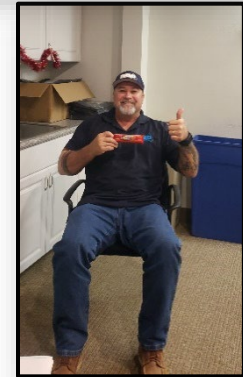
MSWD Employee Toy Drive

Employees from MSWD showed their support for the Desert Hot Springs community through its annual employee toy drive. This year, we supported Team Mom Charities, who worked with our local Desert Hot Springs schools to identify families that needed presents this holiday season. The city-wide toy drive culminated in a toy distribution event on December 17, 2022 at the Desert Hot Springs High School gymnasium.



MSWD Blood Drive: December 20, 2022

During our last blood drive on December 20, 2022, we collected 19 pints of life-saving blood. In 2022, we hosted five blood drives, equated to more than 100 pints of life-saving donations.



Upcoming Sponsorships / Events

Food Now Cornhole & Chili Cook-Off Event: January 16, 2023

MSWD is a proud sponsor of the Food Now Cornhole and Chili Cookoff. Food Now strives to improve the quality of life of our residents by providing food assistance, community outreach, and support services which strengthen families and build healthy communities.



MSWD 70th Anniversary Event: February 3, 2023

Mark your calendars. MSWD is hosting a community celebration at Mission Springs Park on Friday, February 3, 2023, from 4-7 p.m. We will have food vendors, free children's activities, live music, and of course, our award-winning water.



MSWD Blood Drives: 2023

Recognizing the continued need in our community, MSWD will continue to partner with LifeStream to host employee/community blood drives in 2023. We have scheduled five events for next year:

- Wednesday, February 22, 2023
- Wednesday, May 10, 2023
- Wednesday, July 12, 2023
- Wednesday, September 13, 2023
- Tuesday, December 19, 2023



For more information or to schedule an appointment, please visit www.lifestream.org/MSWD.

Palm Springs Air Museum Fundraising Dinner: February 18, 2023

This year's Palm Springs Air Museum Fundraising Dinner will honor the men and women pioneers of aviation while raising funds to support local educational programs.

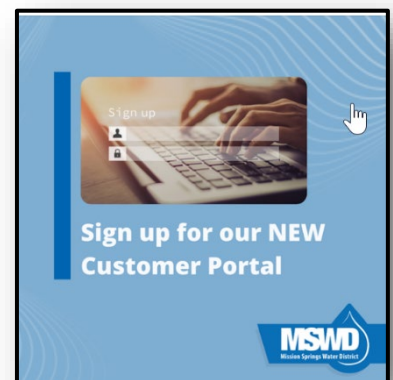


If any other events occur throughout the month, they will be communicated either from the Public Affairs team or Dori Petee.

Public & Media Outreach

Portal Outreach

On Tuesday, January 4, 2023, MSWD was the guest speaker at the Desert Hot Springs Women's Club, sharing information on the District's new customer connect web portal. Technology challenges prevented our planned demo; however, several group members provided positive customer testimonials on the platform, specifically the consumption data and the leak alert features. We are holding steady on our registrations, with 35% of eligible accounts registered for the system. We continue to market the platform online and in our printed materials.



Community Calendar Contest Winners

To celebrate the MSWD 2023 Community Calendar and the students participating in the drawing contest, MSWD published a news release and promoted calendar availability and the winners on our website and social media accounts. We have received press coverage in The Public Record (front page) and the El Informador (Spanish publication). The social posts are also performing well. To date, the Facebook post had 119 engagements and 8 shares.



THE DESERT'S BUSINESS & PUBLIC AFFAIRS WEEKLY

The Public Record

TUESDAY, DECEMBER 20, 2022
VOLUME 50 - EDITION #101
PALM SPRINGS, CALIFORNIA
\$1.50 - PER SINGLE ISSUE

SERVING ALL OF THE DESERT CITIES AND UNINCORPORATED AREAS OF RIVERSIDE COUNTY IN THE COACHELLA VALLEY

Banks Race to Assess Credit Risk for Competitive Advantage

By STAFF REPORTS
Regulatory demands, calls for greater transparency and accessibility, plus customers jumping ship to more agile fintech counterparts – banks are feeling pressured to enact a digital revolution, according to risk professionals on the ground. A key pillar of this modernization, credit risk transformation (CRT), is the focus of a new risk technology study by the Global Association of Risk Professionals (GARP) and analysts leader SAS.

The Value of Credit Risk Transformations and the Role of AI is based on a global survey of roughly 300 banking sector risk practitioners. The study reveals that CRT is an utmost priority for banks in the race to redefine themselves and secure a competitive edge. The speed, scope and objectives risk profes-

MSWD Announces Calendar Drawing Contest Winners

By STAFF REPORTS
Mission Springs Water District is proud to announce the winners of its Community Calendar Drawing Contest that took place earlier this fall. Featuring student artwork depicting water conservation and groundwater protection efforts, copies of the 2023 MSWD Community Calendar are available for pick-up at the District office and at select locations throughout Desert Hot Springs.

"On behalf of everyone at MSWD, I would like to congratulate our winners and thank them for their participation," said Board President Russ Martin. "We have a lot of talented students in our service area, and it is inspiring to see the creativity they bring to these important topics."

Top honors were awarded to:

Joseph V. from Desert Springs Middle School	Mirna T. from Painted Hills Middle School	Bella Vista Elementary School
Edward S. from Desert Springs Middle School	Keila E. from Bubbling Wells Elementary School	Bryson L. from Cabot Yerxa Elementary School
Edward S. from Desert Springs Middle School	Savannah C. from Bubbling Wells Elementary School	Madison R. from Two Bunch Palms Elementary School
Edward S. from Desert Springs Middle School	Joseph V. from Desert Springs Middle School	Joseph V. from Desert Springs Middle School

New Board Members Seated

MSWD also promoted news of the seating of our two newest board members on our website, social pages, and a news release. In addition, we have received press coverage in the El Informador (Spanish publication), ACWA E-Newsletter, and the California Special District Association.



DEC 16, 2022 | MEMBER SUBMITTED NEWS

TWO NEW DIRECTORS SEATED AT MISSION SPRINGS WATER DISTRICT

by Mission Springs Water District

During its regularly scheduled Board of Directors meeting Thursday, Mission Springs Water District swore in two new directors, Amber Duff, [...]

[READ MORE](#)

Payment Assistance Programs

In January 2023, we will promote several payment assistance options for customers struggling to make payments. This includes outside assistance programs, including the United Way Help2Others program the District helped establish, the state's LIHWAP program, and payment plan options to help bring an account currently. In addition, the mini-campaign will include enhanced website information, a social media video, enhanced lobby display materials, and social media promotion.



MSWD Digital Advertising

The District featured three Google and Facebook/Instagram ads promoting Holiday Hours, the 2023 Community Calendar, and a special Like/Follow-up campaign. Our Google campaign was very successful, garnering more than 259,000 impressions and 265 link clicks, while Facebook had more than 66,000 impressions and 265 link clicks, and 36 new page likes. A full report is included in Appendix C.



Social Media

A copy of the Dec. 2022 social media report can be found in Appendix C. This report highlights activities and posts on the District's social media platforms. Overall, (across all platforms) we saw increased engagement on Twitter, Instagram, and LinkedIn, while Facebook was down. Our three most engaging Facebook posts were the Calendar Contest, our New Directors, and a Worker Wednesday post that featured crews de-ragging the Horton plant.

3 Most Engaging Posts		
	News Release: Mission Springs Water District is proud to ...	20.89%
	MSWD News Release: During its regularly scheduled Board o...	16.36%
	+1 Shout out to the crews doing those #DirtyJobs! Today's Wo...	14.78%

CV Water Counts

The CV Water Counts Outreach report for December 2022 can be found in Appendix C. CVWaterCounts.com had 2,234 visitors during December 2022, with 607 visitors more than once. The top pages viewed were the Conservation Tips page and the Academy page, due mainly to the digital ad campaigns, which netted more than 2,700 clicks from Google and Facebook campaigns. In addition, more than 65,000 impressions for CVWC across Facebook during the month resulted in 569 engaged users.



Legislative Update / Platform

Right before the Christmas holiday, Congress passed, and the President signed into law the Fiscal Year (FY) 2023 omnibus appropriations package. The \$1.7 trillion package contains all twelve FY 2023 appropriations bills, totaling over 4,155 pages, and includes increased funding for defense and non-defense discretionary programs. The omnibus includes the District's community project request for \$800,000 for our Groundwater Protection Project with the Army Corps of Engineers. Both Senators Feinstein and Padilla supported this request. This brings the total federal funding the District has received since the return of community projects in FY 2022 to \$1,050,000. A full copy of the Federal Legislative Update is included in Appendix A.

In addition, staff has developed a 2023-2024 Legislative Platform that provides a summary of core policy principles to help guide the legislative, regulatory, and administrative advocacy efforts for MSWD at the local, regional, state, and national levels of government. The platform has been developed for the new biennial session of the California Senate and Assembly and the 118th Congress and is consistent with MSWD's mission to provide, protect, and preserve our most valuable resource - water. A draft of the platform is included in Appendix D.

Rebates & Conservation

The Public Affairs team continued to promote rebates and conservation throughout our service territory during the month.

Toilet Rebates

The District funded one new toilet rebate application in December for two toilets, totaling \$200. For the year, staff received 23 applications and paid rebates on 56 replacements, totaling \$5,549 in rebates.

Turf Rebates

Staff received one new application in December 2022 and have eight pending applications totaling \$104,115. In 2022, staff received 12 applications and paid out four applications totaling \$6,812.

Conservation Kits

Staff did not receive any new requests in December 2022, however, the total number of conservation kits mailed out in 2022 was 126.

Bottled Water Tracking Report

Water Donations for December 2022

Date Supplied	Requests Filled	Event or Purpose	# Cases Requested
12/5/2022	Kerry Berman C.I.G.	Student Tour	2
12/8/2022	City of DHS	Council/Commission Meetings/Walk-in Guest	25
12/8/2022	St. Elizabeth's Church	Special Event	10
12/9/2022	Habitat for Humanity	Golf Tournament	6
12/14/2022	Friends of the Library	Authors Series	4
	Total Cases		47

For the year, MSWD donated 688 cases (9.5 pallets) of water to the community in 2022.



APPENDIX A – Federal Update from Carpi & Clay

Mission Springs Water District Federal Update

January 3, 2023

FY23 Omnibus Appropriations Package Signed Into Law

Right before the Christmas holiday, Congress passed and the President signed into law the Fiscal Year (FY) 2023 [omnibus appropriations package](#). The \$1.7 trillion package contains all twelve FY23 appropriations bills, totaling over 4,155 pages, and includes increases in funding for both defense and non-defense discretionary programs. Community projects (formerly known as earmarks) are also included in the omnibus package. The package also includes the ““State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act” ([S. 3011](#)). The bill would give state and local governments the flexibility to spend funds from the American Rescue Plan and the CARES Act on transportation, transit, and local development projects.

Administration Releases Inflation Reduction Act Guidebook

The White House has released an Inflation Reduction Act (IRA) [guidebook](#) entitled “Building a Clean Energy Economy: A guidebook to the Inflation Reduction Act’s Investments in Clean Energy and Climate Action.” This guidebook is like what the Administration released after the passage of the Bipartisan Infrastructure Law (BIL). Additionally, in the coming months, the Administration will be launching a website for the IRA (www.cleanenergy.gov) that will provide additional and updated information on the implementation of the IRA.

EPA and Army Corps Announces Upcoming WOTUS Rule

The Environmental Protection Agency (EPA) and the Army Corps of Engineers announced the pre-publication notice for the Waters of the United States (WOTUS) final rule. The WOTUS rule defines the scope of federal jurisdiction over waters and wetlands under the jurisdiction of the Clean Water Act. During the Obama Administration, EPA and USACE attempted to redefine WOTUS, issuing a final rule in 2015. The Trump Administration rescinded the Obama-rule and then issued its own rule, entitled “Navigable Waters Protection Rule.” The Biden Administration rescinded the Trump-rule and went through the process of drafting a new rule. The pre-publication notice of the final rule can be found [HERE](#).

Western Senators Send Letter to USDA on Drought

A bipartisan group of Western Senators, including Sens. Dianne Feinstein and Alex Padilla, sent a letter to Agriculture Secretary Tom Vilsack urging the Department of Agriculture (USDA) to ensure that its programs are funded and administered to address the drought conditions throughout the West. The letter urges USDA to support the efforts of Western farmers and ranchers to conserve water, improve water infrastructure and efficiency, reduce

erosion, and provide technical assistance for growers in regions affected by drought. The letter can be found [HERE](#).

Senators Send Letter to USDA on IRA Funding for Drought Mitigation

Senators Feinstein and Padilla led a letter to USDA and the Natural Resources Conservation Service (NRCS) urging that funding from the IRA be used to address drought-related issues, including enhancing groundwater recharge, reducing salinity, improving irrigation efficiencies, reducing groundwater pumping, and utilizing organic practices. The letter was also signed by Sens. Martin Heinrich (D-NM), Ben Ray Lujan (D-NM), Jeff Merkley (D-OR), and Patty Murray (D-WA) and can be found [HERE](#).

Senate Releases 2023 Schedule

Following the conclusion of the runoff election in Georgia, Senate Majority Leader Chuck Schumer (D-NY) released the Senate calendar for 2023. Last month, incoming House Majority Leader Steve Scalise (R-LA) released the House calendar for 2023. A combined House and Senate calendar can be found [HERE](#).

House Democrats Announce Committee Leaders for 118th Congress

Incoming Democratic Leader Hakeem Jeffries (D-NY) announced that Ranking Members for Committees in the 118th Congress as follows:

- Administration: Rep. Joe Morelle (D-NY)
- Agriculture: Rep. David Scott (D-GA)
- Appropriations: Rep. Rosa DeLauro (D-CT)
- Armed Services: Rep. Adam Smith (D-WA)
- Budget: Rep. Brendan Boyle (D-PA)
- Education and Labor: Rep. Bobby Scott (D-VA)
- Energy and Commerce: Rep. Frank Pallone (D-NJ)
- Ethics: Rep. Susan Wild (D-PA)
- Financial Services: Rep. Maxine Waters (D-CA)
- Foreign Affairs: Rep. Gregory Meeks (D-NY)
- Homeland Security: Rep. Bennie Thompson (D-MS)
- Judiciary: Rep. Jerrold Nadler (D-NY)
- Natural Resources: Rep. Raúl Grijalva (D-AZ)
- Oversight & Reform: Rep. Jamie Raskin (D-MD)
- Rules: Rep. Jim McGovern (D-MA)
- Science, Space and Technology: Rep. Zoe Lofgren (D-CA)
- Small Business: Rep. Nydia Velázquez (D-NY)
- Transportation and Infrastructure: Rep. Rick Larsen (D-WA)
- Veterans' Affairs: Rep. Mark Takano (D-CA)
- Ways and Means: Rep. Richard Neal (D-MA)

Federal Funding Opportunities/Announcements

DOE Publishes NOI for Underserved and Indigenous Community Microgrids Program. DOE's Office of Electricity released an NOI for the Underserved and Indigenous Community Microgrids program. This program would provide funding for coordinated research,

development, and implementation of replicable microgrid solutions for underserved and Indigenous communities in remote and islanded regions. DOE plans to award \$9.1 million in funding for six to eight projects. More information can be found [HERE](#).

EPA Announces Small and Rural Communities Water Systems Grant. The Environmental Protection Agency (EPA) announced the availability of \$25.7 million in grant funding to provide technical assistance and training to support small and rural drinking water and wastewater systems. Applications are due January 26th, and more information can be found [HERE](#).

Reclamation Announces Drought Resiliency Grant Awards. Reclamation announced the award of over \$84 million in funding for drought resiliency projects. The awards fund 36 projects located in eight western states. The full list of awards can be found [HERE](#).

Reclamation Announces Title XVI/Large Scale Water Recycling NOFO. Reclamation released a NOFO for planning and pre-construction activities to facilitate development for potential new Title XVI Water Reclamation and Reuse projects, Desalination Construction projects, and Large-Scale Water Recycling projects. Eligible project activities include development of new water recycling and desalination feasibility studies, preparation of preliminary project cost estimates, design activities, and environmental and cultural resource compliance activities. Applications are due February 28th and more information about the NOFO can be found [HERE](#).

Federal Agency Personnel/Regulatory Announcements

Census Bureau Proposes Changes to Population Estimates Challenge. The U.S. Census Bureau proposed changes for the Population Estimates Challenge Program which provides eligible general-purpose governmental entities (units) with the opportunity to file requests for the review of their population estimates for 2021 and subsequent years in forthcoming estimates series, beginning with the Vintage 2022 series that is scheduled to be published in 2023. The Census Bureau is proposing to amend its regulations to: update references to the input data used to produce the official population estimates and revise the evidence required to support a challenge. Comments were due by December 22nd, and more information can be found [HERE](#).

DOE Releases Proposed Rule to Phase Out Compact Fluorescent Lightbulbs. DOE released a proposed rule to phase out compact fluorescent lightbulbs. DOE is hosting a webinar on February 1st at 1:00 pm EST on the proposal and registration can be found [HERE](#). More information on the proposed rule can be found [HERE](#).

EPA Announces Senior Advisor for Greenhouse Gas Reduction Fund. EPA announced Jahi Wise will serve as Senior Advisor to the Administrator and Acting Director for the Greenhouse Gas Reduction Fund program. Wise previously served as Special Assistant to President Biden for Climate Policy and Finance in the White House Office of Domestic Climate Policy. More information on GGRF can be found [HERE](#).

EPA Issues Guidance to States on PFAS. EPA issued a memo to states regarding the monitoring of PFAS discharges in water systems. The guidance will prompt states to align wastewater and stormwater permits issued through the National Pollutant Discharge Elimination System. Under the memo, EPA is recommending that states use EPA's most current sampling and analysis methods to monitor for PFAS. The memo will also help EPA obtain comprehensive information through monitoring on the sources and quantities of PFAS discharges. The memo can be found [HERE](#).

EPA Updates New Chemical Review Program Webpage. EPA announced a redesign and updates to the statistics webpage for the New Chemicals Review Program. The update includes additional information and metrics on the Agency's review of new chemicals under the Toxic Substances Control Act (TSCA), increasing transparency for the public, the regulated community, and other stakeholders. The new information and features will help users understand EPA's new chemicals review process, throughput, and trends. The webpage can be found [HERE](#).

EPA Proposes Rule on Reporting of PFAS Data to the Toxics Release Inventory. EPA released a proposed rule to require industrial facilities to report PFAS releases at lower thresholds and concentrations that would improve reporting to the Toxics Release Inventory. Additionally, the proposed rule would eliminate an exemption allowing facilities to avoid reporting information on PFAS when those chemicals are used in small or de minimis concentrations. Public comments are due February 3rd, and more information can be found [HERE](#).

EPA to Host Water Recycling Webinar. EPA has announced that it will be holding a webinar entitled "Water Recycling in Israel: US lessons from Israel's Water Reuse Approach." The webinar will be held on January 18th at 2:00 pm ET and registration for the webinar can be found [HERE](#).

Treasury Releases Information on IRA Clean Vehicles Provisions. The Treasury Department (Treasury) released the following additional guidance on the clean vehicles provisions included in the Inflation Reduction Act (IRA):

- [FAQs](#)
- [Notice of Incremental Costs](#)
- [Notice of Intent of Proposed Regulations](#)
- [White Paper](#)

##

APPENDIX B – Wastewater and Water Production Tables

WASTEWATER REPORT

SEWER CONNECTION SUMMARY											
	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13
July	4	18	8	7	9	51	2	1	139	2	0
Aug.	26	20	4	1	8	53	2	4	214	4	0
Sep.	20	20	5	2	12	8	11	2	90	2	1
Oct.	13	36	9	4	8	12	4	21	65	8	2
Nov.	8	29	50	10	9	7	7	1	52	18	7
Dec.	8	12	9	3	3	64	1	0	86	22	11
Jan.		14	21	7	1	16	8	3	27	3	11
Feb.		7	23	5	1	42	0	3	5	46	6
Mar.		17	48	1	0	23	5	0	31	16	2
Apr.		7	18	3	3	15	30	0	8	95	14
May		16	17	11	3	20	45	7	13	98	3
June		2	21	7	3	6	70	4	4	72	2
Annual Total	79	198	233	61	60	317	185	46	734	386	59

Connections to Sewer Collection System:

As of June 30, 2022

8665

Plus YTD

79

Total Sewer Connections =

8744

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
Aug.	2.007484	2.156507	0.043378	0.051750
Sep.	2.085598	2.243680	0.042339	0.047130
Oct.	1.980283	2.266199	0.045616	0.052230
Nov.	1.966075	2.124845	0.045861	0.050330
Dec.	1.963779	2.145901	0.041817	0.050300
Jan.				
Feb.				
Mar.				
Apr.				
May				
June				

WASTEWATER FLOW MGD				
2021/22	HORTON PLANT		DESERT CREST	
	Avg. Daily Flow	Peak 24 hr. Flow	Avg. Daily Flow	Peak 24 hr. Flow
July	1.987088	2.104457	0.042128	0.058130
Aug.	2.059728	2.224424	0.052436	0.064940
Sep.	2.061448	2.234327	0.049729	0.066370
Oct.	2.081568	2.223453	0.046618	0.051660
Nov.	2.084749	2.213652	0.048180	0.053880
Dec.	2.024843	2.311905	0.051887	0.068500
Jan.	1.984410	2.131439	0.048326	0.054720
Feb.	2.009623	2.139096	0.045334	0.052130
Mar.	2.028970	2.171029	0.045059	0.055840
Apr.	1.980131	2.131250	0.041919	0.046130
May	1.975843	2.097045	0.039858	0.047940
June	1.966058	2.095268	0.037201	0.047720

WATER REPORT

WATER CONNECTION SUMMARY														
	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14	2012/13	2011/12	2010/11	2009/10
July	6	18	7	4	5	7	2	0	0	1	0	0	0	1
August	28	19	6	10	5	3	2	2	0	1	0	0	2	1
September	22	23	18	2	14	4	13	3	0	2	2	0	0	1
October	16	33	13	3	21	8	3	20	0	5	1	1	4	2
November	10	27	10	16	4	0	7	3	0	1	0	1	1	5
December	9	9	2	17	3	3	2	0	0	2	0	0	0	0
January	14	15	6	3	20	1	1	1	2	2	0	0	1	1
February	8	13	8	5	11	1	0	1	1	0	1	0	0	1
March	19	16	2	3	6	5	0	12	0	0	4	5	0	0
April	6	11	1	3	7	11	2	7	0	1	4	1	12	0
May	19	15	12	5	11	9	8	2	0	1	2	0	0	0
June	1	24	11	2	8	2	10	1	0	0	0	1	1	1
Annual Total	91	196	150	92	73	88	58	49	25	14	6	12	15	25
Avg./ Mo.	7.58	16.33	12.50	7.67	6.08	7.33	4.83	4.08	2.08	1.17	0.50	1.00	1.25	2.08

Connections to Water System:

As of June 30, 2022 13,337
 Plus YTD 91
Total Water Connections = 13,428

WATER PRODUCTION														
	FY 2022/23	Variance from prior year		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	FY 2012/13	FY 2011/12
	AF	AF	%	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
July	751.79	-44.78	-5.6%	796.57	857.77	853.23	857.20	835.87	714.50	659.11	859.00	942.82	911.87	838.49
August	850.19	10.26	1.2%	839.93	885.31	795.18	806.47	829.93	808.54	706.62	730.71	828.60	853.85	959.02
September	716.03	-22.62	-3.1%	738.65	784.80	757.08	689.47	712.40	679.54	657.37	800.67	813.20	723.92	826.46
October	691.98	26.80	4.0%	665.18	755.84	709.39	709.81	733.86	678.33	575.86	716.30	716.09	788.55	789.71
November	599.39	-80.46	-11.8%	679.85	690.13	619.87	631.75	642.41	601.89	582.22	533.69	557.05	672.3	654.77
December	554.27	-11.21	-2.0%	565.48	588.32	537.23	502.16	584.24	520.63	503.10	590.83	633.09	520.3	575.27
January		0.00	0.0%	580.28	537.96	553.20	570.20	599.52	465.10	431.38	526.86	582.86	609.45	616.19
February		0.00	0.0%	527.34	495.61	520.85	415.49	512.79	453.39	483.92	506.49	522.87	507.31	561.24
March		0.00	0.0%	601.44	625.80	557.73	490.92	536.09	549.50	514.05	614.94	603.89	559.02	583.70
April		0.00	0.0%	624.07	649.34	573.02	635.08	644.06	540.56	502.36	622.58	664.05	744.77	645.93
May		0.00	0.0%	745.36	723.62	698.99	598.36	697.15	731.81	601.83	590.28	708.18	786.79	763.12
June		0.00	0.0%	730.02	761.63	806.02	710.39	688.74	732.68	685.93	706.34	812.96	780.86	794.00
TOTAL		-122.01	-2.8%	8094.17	8356.13	7981.79	7617.30	8017.06	7476.47	6,903.75	7,798.69	8,385.66	8,458.99	8,607.90

APPENDIX C – Public Affairs Information



CVWC Digital Marketing Report

Website, Social, and Marketing Performance

December, 2022

by Hunter | Johnsen

Google Ads Campaigns

 DISPLAY AD IMPRESSIONS
CV WATER COUNTS

144,191

 SEARCH AD IMPRESSIONS
CV WATER COUNTS

1,785

 VIDEO IMPRESSIONS
CV WATER COUNTS

74,716

 CLICKS
CV WATER COUNTS

2,299

 CTR
CV WATER COUNTS

1.04%

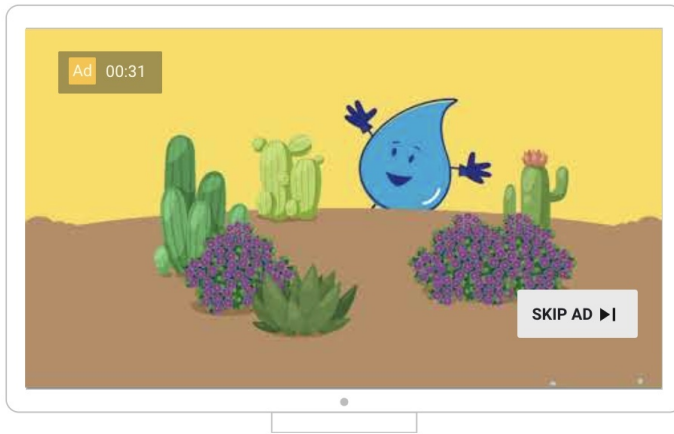
 GOOGLE PROGRAMMATIC DISPLAY AD CAMPAIGN PERFORMANCE
CV WATER COUNTS

Campaign	Clicks	Impr.
CVWC Academy Dec 2022	1,082	67,442
CVWC Academy	1,082	67,442
CV Water Counts Dec 2022	426	44,445
Repair Drips	426	44,445
CV Water Counts Dec 2022 SPANISH	374	32,304
Repair Drips (Spanish)	374	32,304
	1,882	144,191



 GOOGLE YOUTUBE VIDEO AD CAMPAIGN PERFORMANCE
CV WATER COUNTS

Account name	Impr.	Engagements	Video views	Clicks
CV Water Counts	74,716	26,884	14,138	140
CVWC Water Saving Tips YouTube Spanish Dec 2022	34,232	15,509	10,051	36
CVWC Water Saving Tips English YouTube Dec 2022	40,484	11,375	4,087	104
	74,716	26,884	14,138	140



GOOGLE ADS PAID SEARCH CAMPAIGN PERFORMANCE

CV WATER COUNTS

Campaign	Clicks	Impr.
CVWC Search Campaign 2022	277	1,785
	277	1,785


KEYWORDS PERFORMANCE

CV WATER COUNTS

Account name	Clicks	Impr.	CTR
CV Water Counts	227	1,517	14.96%
water rebate program	50	247	20.24%
water agency	49	477	10.27%
grass removal rebate	45	186	24.19%
water rebates	25	103	24.27%
water service	13	239	5.44%
water company	11	94	11.7%
turf removal rebate	11	50	22%
toilet rebate	10	38	26.32%
washing machine rebate	7	46	15.22%
ways to conserve water	6	37	16.22%
	231	1,575	14.67%

Facebook Ad Campaigns

FACEBOOK AD PERFORMANCE HUNTER JOHNSEN

Ad preview	Link Clicks	Impr.	Reach	Frequency	Page engagement
 <p>Conservation Tips cvwatercounts.com A leak as small as the tip of a pen can waste more than 200 gallons per day. Learn how to check for leaks and repair drips by clicking below.</p>	404	59,416	20,268	2.93	418
	404	59,416	20,268	2.93	418

Website Information

PAGEVIEWS

CV WATER - CV WATER COUNTS - CV WATER ...

4,498

NEW VISITOR

CV WATER - CV WATER COUNTS - CV WATER ...

2,234

RETURNING USERS

CV WATER - CV WATER COUNTS - CV WATER ...

607

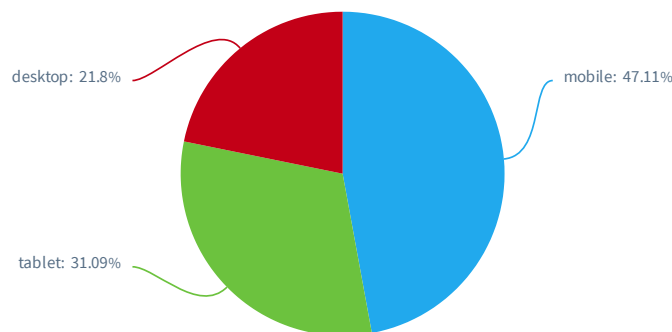
PAGEVIEWS

CV WATER - CV WATER COUNTS - CV WATER COUNTS

Page Title	Pageviews
Conservation Tips - CVWater Counts	1,520
CV Water Counts Water Counts Academy - CVWater Counts	1,452
Rebates - CV Water Counts	270
CV Water Counts	203
Coachella Valley Water Conservation Water Rebate Map - CVWater Counts	184
A FEW SIMPLE WAYS TO CHECK IF YOU HAVE A LEAK - CV Water Counts	137
Take Advantage of Cooler Seasonal Temperatures - CV Water Counts	89
Take the Pledge to Conserve Water for Your New Year's Resolution - CV Water Counts	40
About - CVWater Counts	30
Learn - CVWater Counts	30
	4,498

SESSIONS / DEVICE CATEGORY

CV WATER - CV WATER COUNTS - CV WATER COUNTS



PAGES / SESSION

CV WATER - CV WATER COUNTS - CV WATER ...

1.31

AVG. SESSION DURATION

CV WATER - CV WATER COUNTS - CV WATER ...

47s

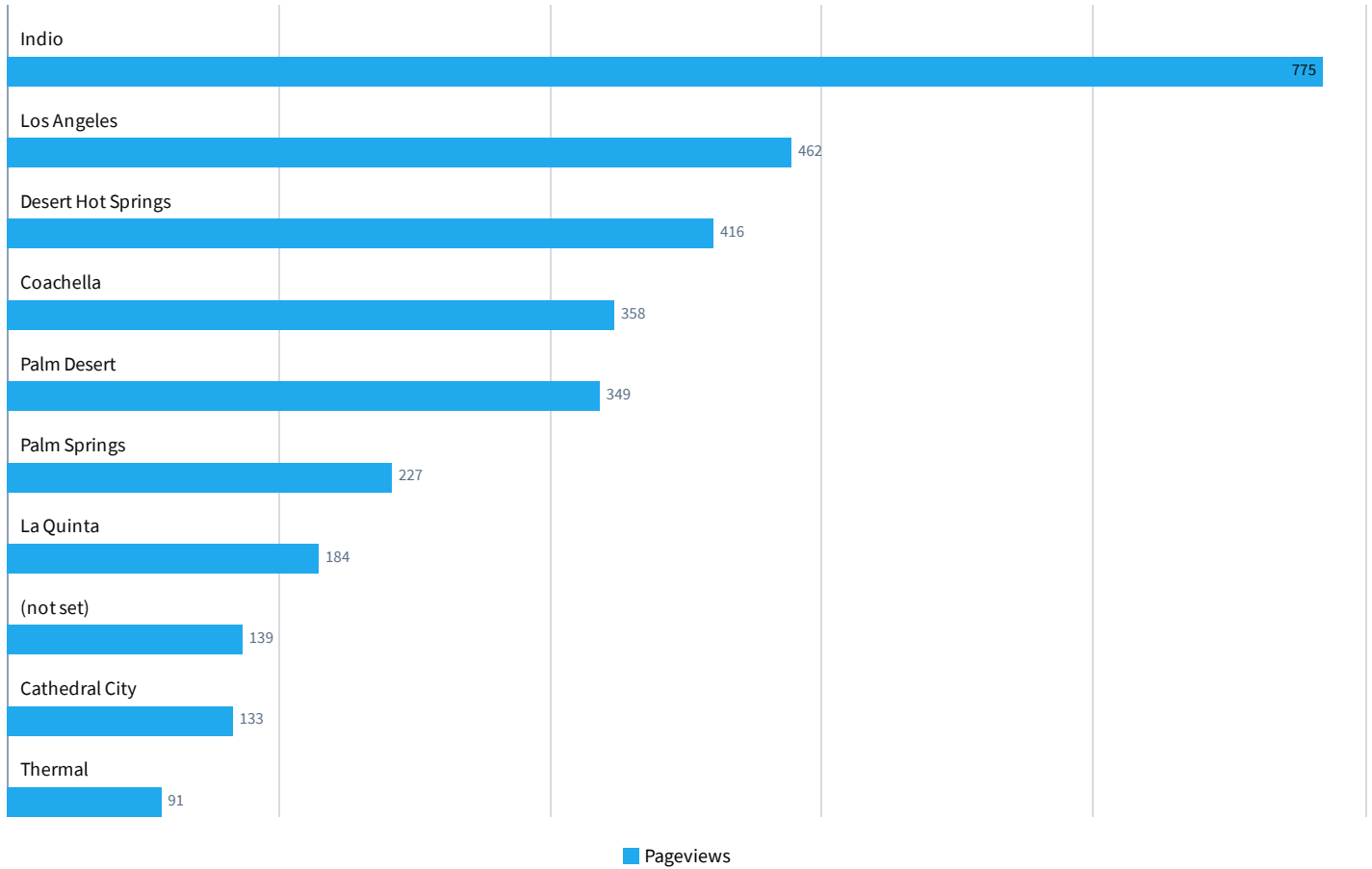
BOUNCE RATE

CV WATER - CV WATER COUNTS - CV WATER ...

83.71%

PAGEVIEWS BY CITY

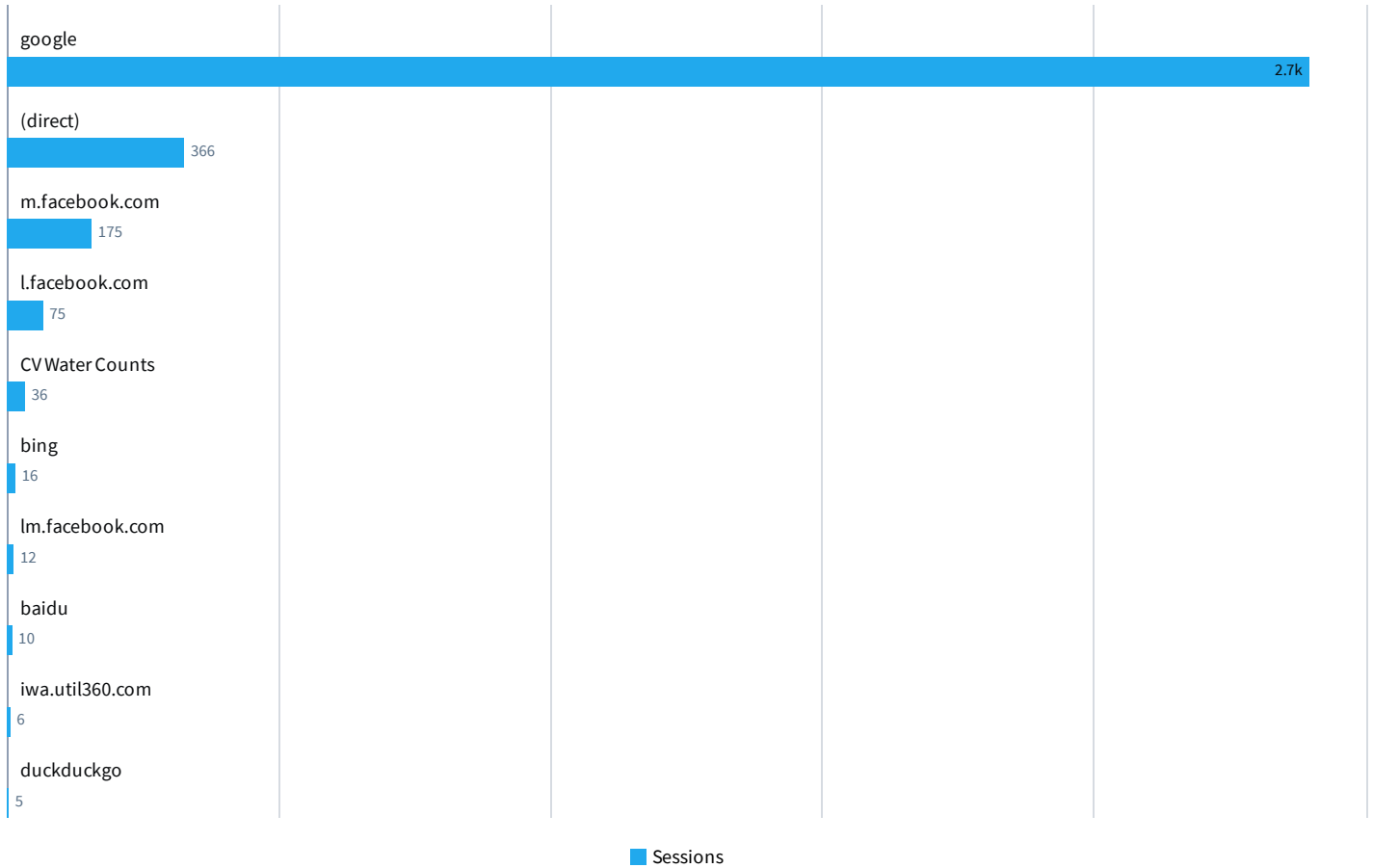
CV WATER - CV WATER COUNTS - CV WATER COUNTS



Item 19.

USER REFERRERS

CV WATER - CV WATER COUNTS - CV WATER COUNTS



HISTORY

PAST 13 MONTH: CV WATER - CV WATER COUNTS - CV WATER COUNTS

Month	Sessions	Users	Pageviews	Pages / session	Avg. session duration	Bounce rate	% new sessions
December 2022	3,426	2,450	4,498	1.31	47s	83.71%	65.21%
November 2022	3,280	2,204	4,220	1.29	46s	84.24%	59.91%
October 2022	3,879	2,601	5,210	1.34	51s	81.75%	60.58%
September 2022	3,589	2,482	4,931	1.37	46s	83.03%	64.11%
August 2022	3,752	2,617	4,926	1.31	48s	83.96%	64.37%
July 2022	4,831	3,293	6,855	1.42	53s	80.23%	65.16%
June 2022	2,927	2,203	3,959	1.35	50s	83.64%	71.47%
May 2022	3,491	2,715	5,002	1.43	46s	71.7%	68.81%
April 2022	3,383	2,545	5,096	1.51	36s	63.38%	71.5%
March 2022	2,476	1,859	3,453	1.39	42s	83.04%	69.55%
February 2022	2,654	1,912	3,625	1.37	44s	81.2%	67.48%
January 2022	8,388	6,410	10,465	1.25	43s	86.27%	74.61%
December 2021	5,138	4,105	6,353	1.24	37s	87.5%	77.29%
	51,214	35,409	68,593	1.34	45s	81.71%	68.47%

Organic Search

TOP KEYWORDS CVWATERCOUNTS.COM/

Query	Impr.	Clicks	CTR	Avg. position
lake cahuilla	2,827	3	0.11%	6.22
water pledge	960	0	0%	5.95
cv water	386	5	1.3%	5.93
cleveland sage	283	1	0.35%	3.03
myoma water	280	1	0.36%	3.35
lantana ground cover	254	1	0.39%	4.58
hesperaloe parviflora	201	0	0%	12.06
indio water	178	0	0%	5.11
how to save water when washing dishes	134	0	0%	62.81
lantana montevidensis	131	0	0%	4.57
	5,634	11	0.2%	11.36

TOP PAGES CVWATERCOUNTS.COM/

Page	Impr.	Clicks	CTR	Avg. position
https://cvwatercounts.com/lake-cahuilla-recreation-and-reliability/	3,616	7	0.19%	7.96
https://cvwatercounts.com/plant-of-the-month-trailing-lantana-lantana-montevidensis/	1,448	14	0.97%	24.68
https://cvwatercounts.com/save-water-pledge/	1,341	1	0.07%	5.09
https://cvwatercounts.com/wp-content/uploads/2019/02/Golf-and-Recycled-Water.pdf	871	16	1.84%	31.98
https://cvwatercounts.com/eco-friendly-car-washes-in-the-coachella-valley/	662	0	0%	44.89
https://cvwatercounts.com/agency-spotlight-myoma-dunes-water-company-2/	635	5	0.79%	9.32
https://cvwatercounts.com/	631	21	3.33%	7.98
https://cvwatercounts.com/7-ways-save-water-around-kitchen/	531	0	0%	65.89
https://cvwatercounts.com/plant-of-the-month-ocotillo-fouquieria-splendens/	473	2	0.42%	31.98
https://cvwatercounts.com/cv-water-counts-water-counts-academy-program-graduates/	469	6	1.28%	18.94
	10,677	72	0.67%	24.87

Facebook Information

f IMPRESSIONS
CV WATER COUNTS

65,969

f REACH
CV WATER COUNTS

28,961

f NEW PAGE LIKES
CV WATER COUNTS

0

f ENGAGED USERS
CV WATER COUNTS

569





f PAGE VIEWS
CV WATER COUNTS

265







f LIFETIME PAGE LIKES
CV WATER COUNTS

4,004







f POSTS
CV WATER COUNTS

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>Coachella Water Autho...</p>	December 29, 2022	27	1	4%	1	0
 <p>Use an automatic shut...</p>	December 28, 2022	72	1	1%	1	0
 <p>If you or someone you...</p>	December 26, 2022	23	2	9%	2	0
 <p>Merry Christmas!</p>	December 25, 2022	54	2	4%	2	0
		724	49	7%	45	0


Item 19.

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>Our recent blog post f...</p>	December 23, 2022	17	2	12%	2	0
 <p>Choose drought-friend...</p>	December 22, 2022	33	3	9%	3	0
 <p>The Water Counts Aca...</p>	December 20, 2022	24	2	8%	2	0
 <p>Happy Hannukah!</p>	December 19, 2022	58	3	5%	3	0
 <p>The firecracker plant is...</p>	December 16, 2022	70	6	9%	6	0
 <p>Weed your garden reg...</p>	December 14, 2022	42	2	5%	2	0
		724	49	7%	45	0

Item 19.

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>I ❤️ tap water Think outside the bottle</p>	December 13, 2022	51	2	4%	2	0
 <p>Keep fats, oils and grea...</p>	December 10, 2022	47	6	13%	2	0
 <p>Water COUNTS</p>	December 8, 2022	37	2	5%	2	0
 <p>Save water: Repair drips and leaks</p>	December 7, 2022	53	3	6%	3	0
 <p>Thinking about a caree...</p>	December 6, 2022	76	4	5%	4	0
 <p>For the latest news fro...</p>	December 2, 2022	40	4	10%	4	0
		724	49	7%	45	0

Item 19.

Post	Created at	Post reach	Engaged users	Post engagement rate	Likes	Comments
 <p>CV Water Counts upda...</p>	December 1, 2022	0	4	0%	4	0
		724	49	7%	45	0

Instagram Information

 **IMPRESSIONS**
CV WATER COUNTS

215





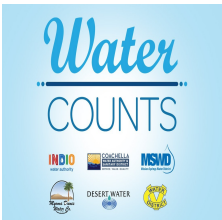
 **LIKES**
CV WATER COUNTS

10



 **FOLLOWERS (TOTAL)**
CV WATER COUNTS

232

 **MEDIA PERFORMANCE**
CV WATER COUNTS

Media	Impr.	Engagement	Reach	Saved	Video views
 <p>The Water Counts Aca...</p>	19	4	16	0	0
	15	1	12	0	0
 <p>For the latest news fro...</p>	14	1	10	0	0
 <p>We're in a drought. We ...</p>	13	1	10	0	0
 <p>CWaterCounts.com o...</p>	12	1	9	0	0
	88	10	69	0	0

Item 19.

Media	Impr.	Engagement	Reach	Saved	Video views
 <p>Merry Christmas!</p>	8	1	7	0	0
 <p>Happy Hannukah!</p>	7	1	5	0	0
	88	10	69	0	0

Twitter Information

Dec 2022 • 31 days

TWEET HIGHLIGHTS

Top Tweet earned 193 impressions

If you or someone you know is in need of water bill assistance, applications are being accepted now for the Help2Others Assistance Program online.

Click here for details and to fill out an online application:

unitedwayofthedesert.org/help2others
pic.twitter.com/jcZkBzW8Kk



🔗 2 ❤️ 3

[View Tweet activity](#)

[View all Tweet activity](#)

Top media Tweet earned 36 impressions

Merry Christmas!
pic.twitter.com/PucSaOJP1j



❤️ 1

[View Tweet activity](#)

[View all Tweet activity](#)

DEC 2022 SUMMARY

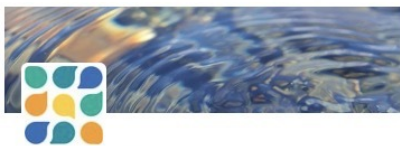
Tweets
16

Tweet impressions
472

Profile visits
30

New followers
-1

Top Follower followed by 388 people



Common Good Water

@CommonGoodWater [FOLLOWS YOU](#)

CGW's demand management platform connects customers who want to invest in water resilience with farmers who save water. #CommonGoodWater

[View profile](#)

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 December 2022	Wednesday, December 7, 2022 6:00 PM	560	552	54.82%	16.52%	50	6.25%	0.81%	2	2
		560	552	54.82%	16.52%	50	6.25%	0.81%	2	2



MSWD Digital Marketing and Website Report


Website, Social, and Marketing Performance

December, 2022

Casey Dolan

Casey Dolan Consulting

Google Ads Campaigns

 IMPRESSIONS
MSWD


259,397

 CLICKS
MSWD

203

 CTR
MSWD

0.08%

 GOOGLE ADS CAMPAIGN PERFORMANCE
MSWD

Ad group	Impr.	Clicks	CTR
MSWD Calendar Pickup	177,958	117	0.07%
MSWD Happy Holidays Dec 2022	81,439	86	0.11%
	259,397	203	0.08%



Facebook Ad Campaigns

 FACEBOOK AD GROUP PERFORMANCE
MSWD

Ad	Campaign Name	Link Clicks	Impr.	Reach	Frequency	Page Likes
MSWD Calendar Pickup - Dec 2022	MSWD Calendar Pickup - Dec 2022	149	18,897	3,999	4.73	0
MSWD Happy Holidays Dec 2022	MSWD Happy Holidays Dec 2022	57	30,809	21,244	1.45	0
MSWD Page Likes Dec 2022 #2	MSWD Page Likes Dec 2022	51	15,505	4,271	3.63	31
MSWD Page Likes Dec 2022	MSWD Page Likes Dec 2022	8	1,274	683	1.87	5
		265	66,485	22,920	2.9	36

Item 19.

Instagram

missionspringswaterdistrict
Sponsored

Happy Holidays
from
MSWD
Mission Springs Water District

**Our offices will be closed
Dec. 24 – Jan. 2**

Learn more >

missionspringswaterdistrict Extending our warm wishes to you this Holiday Season. 🌲

Mission Springs Water District
December 8 at 2:27 PM

The 2023 MSWD Conservation and Groundwater Protection Calendar is here! 📅 📅

Last fall, MSWD invited local school-aged children to participate in our Calendar Drawing Contest and the results are amazing! You can download a copy at the link or pick-up at the following locations:

- Mission Springs Water District – 66575 Second St.
- Desert Hot Springs City Hall – 65950 Pierson Blvd.
- Desert Hot Springs Library – 14380 Palm Dr.
- Desert Hot Springs Recreation Center – 11750 Cholla Dr.
- Desert Hot Springs Senior Center – 11777 West Dr.
- Farmer in the Dale Produce Market – 66425 Pierson Blvd.
- Mas More Better Skate Shop – 66038 Pierson Blvd

Supplies of the printed calendars are limited. Get your calendar today!

START 2023 OFF RIGHT!
**Pick up your FREE
MSWD calendar**

2023 CALENDAR
CALENDARIO 2023

FEATURING THE 2022 DRAWING CONTEST WINNERS
CON LOS GANADORES DEL CONCURSO DE DIBUJO 2022

MSWD
Mission Springs Water District

MSWD.ORG
2023 Conservation and Groundwater Protection Calendar
MSWD Conservation and Groundwater Protection Calendar Last fall, MS...

Learn more

Item 19.

Mission Springs Water District
December 5 at 2:43 PM · 🌐

Stay up-to-date on social media with news and information from MSWD, including:

- ✔ Important Service Updates
- ✔ Contests and Community Information
- ✔ Career Opportunities
- ✔ And More!

Just click the follow button below. 🙌💧



LIKE US **MSWD**
Mission Springs Water District

Mission Springs Water District
Our mission is to provide, protect, and preserve our most valuable reso... [Like Page](#)

Website Information

PAGEVIEWS

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

20,153

NEW VISITOR

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

4,156

USERS

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

1,710

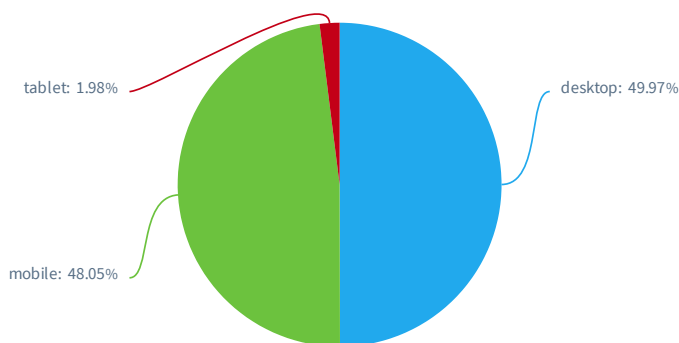
PAGEVIEWS

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

Page Title	Pageviews
New Customer Portal Mission Springs Water District CA	6,498
Mission Springs Water District Home Page Mission Springs Water District CA	5,589
Bill Pay Options Mission Springs Water District CA	1,086
Job Opportunities Mission Springs Water District CA	769
Careers Mission Springs Water District CA	474
Application for Water Service Mission Springs Water District CA	370
Search Mission Springs Water District CA	333
2023 Conservation and Groundwater Protection Calendar Mission Springs Water District CA	319
Start/Stop Water Service Mission Springs Water District CA	256
Upcoming Meetings Mission Springs Water District CA	214
	20,153

SESSIONS / DEVICE CATEGORY

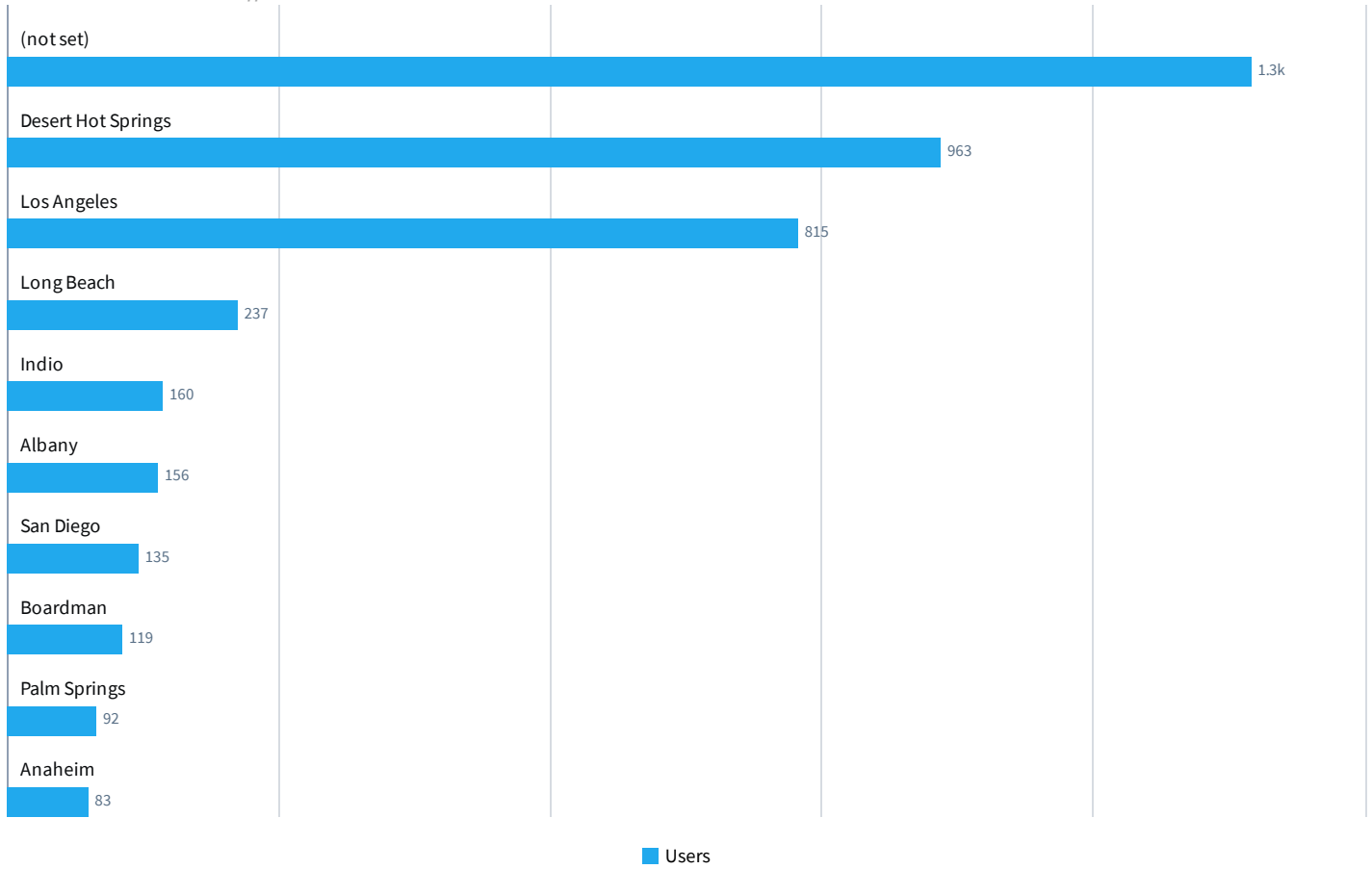
WWW.MSWD.ORG - HTTP://WWW.MSWD.ORG - MSWD



Item 19.

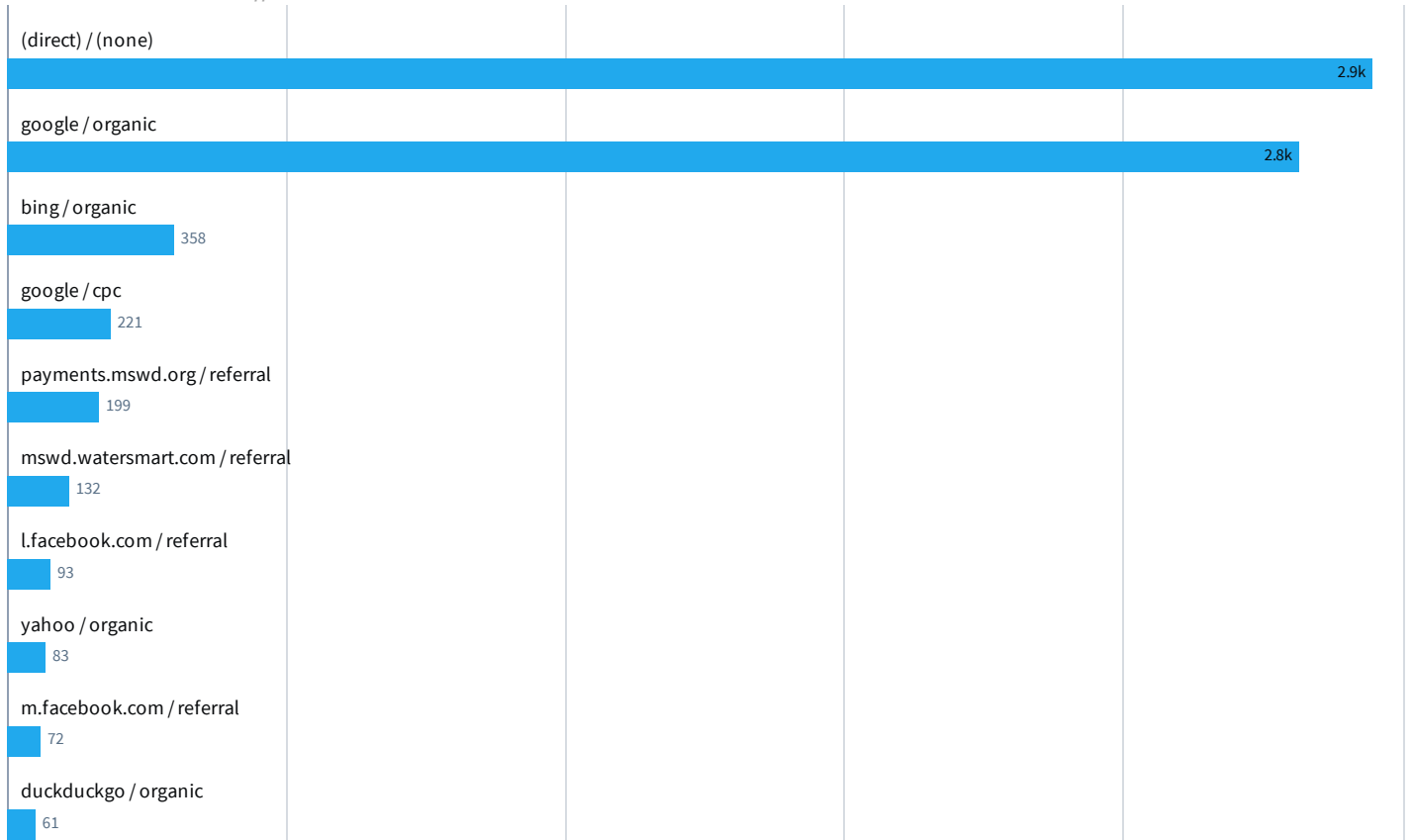
USERS BY CITY

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



USER REFERRERS

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



■ Sessions

AVG. SESSION DURATION

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

1m 56s

PAGES / SESSION

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

2.81

BOUNCE RATE

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

29.2%



December 2022 Social Media Analytics

Cross-Network Engagement

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

Engagement Metrics	Totals	% Change
Total Engagements	1,799	↘23.3%
Twitter Engagements	5	↗400%
Facebook Engagements	1,649	↘27.2%
Instagram Engagements	96	↗54.8%
LinkedIn Engagements	49	↗206.3%
TikTok Engagements	—	—
YouTube Engagements	—	—

Cross-Network Performance Summary

View your key profile performance metrics from the reporting period.

<p>Impressions</p> <p>78,890 ↘50.8%</p>	<p>Engagements</p> <p>1,799 ↘23.3%</p>	<p>Post Link Clicks</p> <p>299 ↗54.1%</p>
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Cross-Network Audience Growth

See how your audience grew during the reporting period.

Audience Metrics	Totals	% Change
Total Audience	1,699	↗3.2%
Total Net Audience Growth	53	↗307.7%
Twitter Net Follower Growth	2	↘60%
Facebook Net Page Likes	43	↗—
Instagram Net Follower Growth	5	↗400%
LinkedIn Net Follower Growth	3	↘57.1%

Facebook Account Overview (December 1 - 31, 2022)

Posts Published 19 +6 46.2%	Total Likes 1,202 +43 3.7%	New Likes 46 +44 2200.0%	Unlikes 3 +1 50.0%	Engaged People 1,160 -915 -44.1%
Total Reach 51,728 -67,608 -56.7%	Organic Reach 7,146 +4,699 192.0%	Paid Reach 45,155 -71,597 -61.3%	Impressions 67,325 -92,168 -57.8%	Video Views 199 -7,785 -97.5%

3 Most Engaging Posts	3 Highest Reach Posts	3 Most Shared Posts
 News Release: Mission Springs Water District is proud to ... 20.89%	 Please join us in welcoming Fernando Ruelas III. Fernando... 1,341	 News Release: Mission Springs Water District is proud to ... 8
 MSWD News Release: During its regularly scheduled Board o... 16.36%	 Please join us in welcoming Grant Fournier, who joins MSW... 439	 Please join us in welcoming Fernando Ruelas III. Fernando... 8
 +1 Shout out to the crews doing those #DirtyJobs! Today's Wo... 14.78%	 +1 #Celebrate Thank you to the City and everyone who joined ... 367	 Please join us in welcoming Grant Fournier, who joins MSW... 2

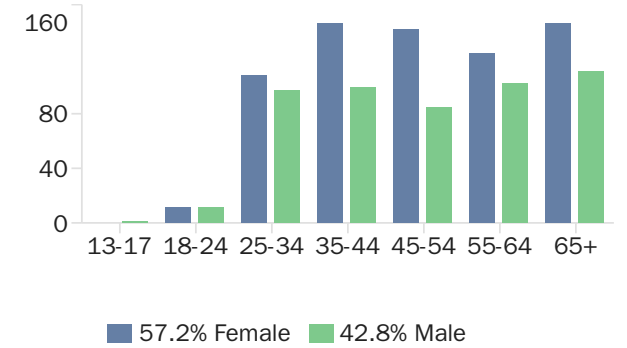
Likes By Country

- 1. United States of America (1,174 likes)
- 2. Mexico (12 likes)
- 3. France (4 likes)
- 4. Canada (2 likes)
- 5. Sierra Leone (1 like)

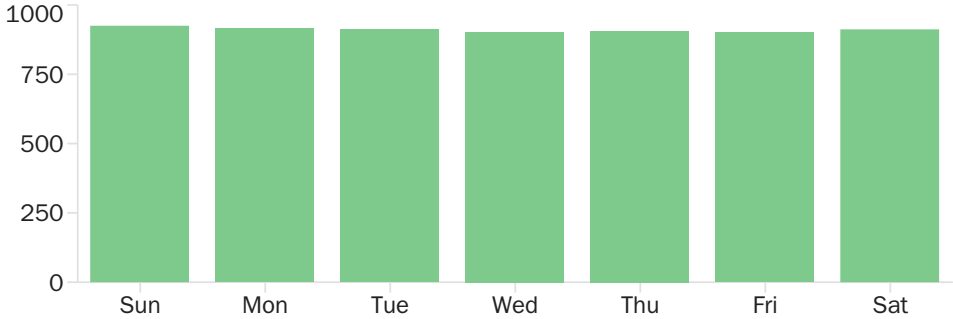
Likes By City

- 1. Desert Hot Springs, CA (563 likes)
- 2. Indio, CA (66 likes)
- 3. La Quinta, CA (53 likes)
- 4. Palm Springs, CA (52 likes)
- 5. Palm Desert, CA (50 likes)

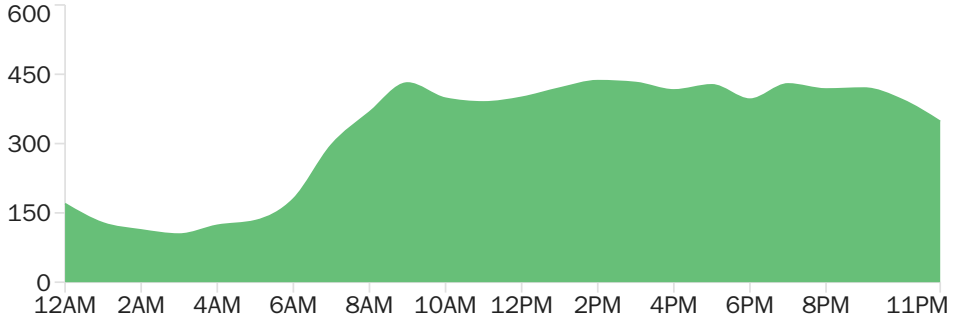
Likes by age & gender



Days your fans are online



















Hours fans are online



















Facebook Post Metrics (December 1 - 31, 2022)







Item 19.

Date	Format	Post	Reach	Engaged Users	Engagement Rate	Reactions	Comments	Shares	Clicks	Video Views
December 25, 2022 7:03 AM PST	 Image	 <p>Post 19227451 Happy Holidays from MSWD! In observance of Christmas, Hannukah, Kwanzaa and New Year's Day, our offices will be closed from Monday, December 26, through Monday, January 2. We are available to assis...</p>	125	3	2.4%	3	0	0	0	0
December 24, 2022 8:01 AM PST	 Image	 <p>Post 19227423 We have some Holiday cooking and cleaning tips to keep the FOG out of your pipes. FOG is any Fat, Oil or Grease that hardens and clogs pipes in your plumbing. Some of the worst holiday FOG culpri...</p>	109	8	7.34%	6	0	0	2	0
December 21, 2022 8:40 AM PST	 Video	 <p>While Santa and his elves have been busy up at the north pole, MSWD and its contractor have also been busy here in Desert Hot Springs working on the District's new Regional Water Reclamation Facili...</p>	95	11	11.58%	6	0	0	6	22
December 20, 2022 1:01 PM PST	 Image	 <p>There have been some comments circling social media regarding MSWD's automatic payment feature. To clear the air, if you are a customer continuing to have an issue with our autopay system, please c...</p>	173	19	10.98%	9	2	2	13	0

<p>December 20, 2022 7:30 AM PST</p>	<p> Image</p>	<p> Post 19227359 #WinterIsComing – give your sprinklers a little break this winter. With the cooler temperatures, your landscaping will need less water to survive and thrive. Save water and money this winter by adj...</p>	<p>126</p>	<p>11</p>	<p>8.73%</p>	<p>11</p>	<p>0</p>	<p>1</p>	<p>0</p>	<p>0</p>
<p>December 19, 2022 3:51 PM PST</p>	<p> Image</p>	<p> Please join us in welcoming Fernando Ruelas III. Fernando joins our Construction and Maintenance team as a Field Operations Technician I. In this role, he will perform various work related to water...</p>	<p>1,341</p>	<p>165</p>	<p>12.3%</p>	<p>124</p>	<p>1</p>	<p>8</p>	<p>127</p>	<p>0</p>
<p>December 19, 2022 8:02 AM PST</p>	<p> Simple Status</p>	<p> Post 19227304 Blood Drive Tomorrow at MSWD! Give the gift of life this holiday season by donating blood. It's not too late to sign up! Use the link to reserve your spot. www.mswd.org/mswd/page/holiday-blood-driv...</p>	<p>240</p>	<p>13</p>	<p>5.42%</p>	<p>9</p>	<p>0</p>	<p>2</p>	<p>3</p>	<p>0</p>
<p>December 16, 2022 10:01 AM PST</p>	<p> Image</p>	<p> Post 19227278 Holidays can be a busy time: shopping, cooking, family, work and more... Simplify your chore of paying bills and sign up for the MSWD Web Portal. You can pay from any computer or mobile device and ge...</p>	<p>115</p>	<p>7</p>	<p>6.09%</p>	<p>6</p>	<p>0</p>	<p>0</p>	<p>1</p>	<p>0</p>




<p>December 15, 2022 4:48 PM PST</p>	 Image	 <p>MSWD News Release: During its regularly scheduled Board of Directors meeting today, MSWD swore in two new directors, Amber Duff, representing residents in Division 1, and Ted Mayrhofen representing...</p>	<p>110</p>	<p>18</p>	<p>16.36%</p>	<p>7</p>	<p>1</p>	<p>0</p>	<p>15</p>	<p>0</p>
<p>December 14, 2022 4:23 PM PST</p>	 Multi-Image	 +1 <p>Shout out to the crews doing those #DirtyJobs! Today's Worker Wed post features images of MSWD employees at our Horton and Desert Crest wastewater treatment facilities as they pull those so-called ...</p>	<p>115</p>	<p>17</p>	<p>14.78%</p>	<p>8</p>	<p>0</p>	<p>0</p>	<p>11</p>	<p>0</p>
<p>December 13, 2022 1:14 PM PST</p>	 Image	 <p>News Release: Mission Springs Water District is proud to announce the winners of its Community Calendar Drawing Contest that took place earlier this fall. Featuring student artwork depicting water ...</p>	<p>316</p>	<p>66</p>	<p>20.89%</p>	<p>42</p>	<p>2</p>	<p>8</p>	<p>58</p>	<p>0</p>
<p>December 12, 2022 4:34 PM PST</p>	 Multi-Image	 +1 <p>#Celebrate Thank you to the City and everyone who joined MSWD and our community at the DHS Parade of Lights and Holiday Festival on Saturday, December 10. It was great to see our community come tog...</p>	<p>367</p>	<p>46</p>	<p>12.53%</p>	<p>25</p>	<p>0</p>	<p>1</p>	<p>45</p>	<p>0</p>

<p>December 10, 2022 9:00 AM PST</p>	<p> Image</p>	<p> Post 19227225 Join MSWD at the #DHS Holiday Parade tonight in downtown Desert Hot Springs (parade route below). The MSWD float is the defending champions from last year. Let's see if we can do it two years in a ...</p>	<p>113</p>	<p>5</p>	<p>4.42%</p>	<p>4</p>	<p>0</p>	<p>0</p>	<p>1</p>	<p>0</p>
<p>December 09, 2022 7:01 AM PST</p>	<p> Image</p>	<p> Post 19227179 Join the MSWD staff and community at the Livestream Blood Drive on December 20 at the MSWD offices. For more information and to register www.mswd.org/mswd/page/holiday-blood-drive-tuesday-december-...</p>	<p>155</p>	<p>8</p>	<p>5.16%</p>	<p>6</p>	<p>0</p>	<p>2</p>	<p>3</p>	<p>0</p>
<p>December 08, 2022 9:02 AM PST</p>	<p> Image</p>	<p> Post 19227135 Hosting guests for the Holidays? A friendly way to remind your guest not to flush the wipes you've provided is a nice little note like the one below. You can even print it and tape it to the mirror...</p>	<p>219</p>	<p>18</p>	<p>8.22%</p>	<p>11</p>	<p>1</p>	<p>1</p>	<p>18</p>	<p>0</p>
<p>December 08, 2022 7:42 AM PST</p>	<p> Video</p>	<p> Construction on MSWD's new Regional Water Reclamation Facility is continuing. Once complete, the new plant will treat an additional 1.5 million gallons of wastewater per day, allowing more homes an...</p>	<p>83</p>	<p>7</p>	<p>8.43%</p>	<p>4</p>	<p>0</p>	<p>1</p>	<p>3</p>	<p>25</p>




December 06, 2022 8:00 AM PST	 Image	 <p>Post 19227101 Real or Fake? Can you tell the difference? Artificial Christmas trees look just as good as the real thing and are easy to maintain. No water necessary, no dry pine needles and nothing to throw out....</p>	199	20	10.05%	9	2	1	23	0
December 05, 2022 3:47 PM PST	 Image	 <p>Please join us in welcoming Grant Fournier, who joins MSWD as a Collections System Operator II. Grant will maintain and operate our wastewater mains, lines, and facilities. He currently holds a Co...</p>	439	23	5.24%	17	1	2	16	0
December 05, 2022 1:00 PM PST	 Image	 <p>Post 19227077 This is your #HolidayReminder to check for leaks before Christmas guests arrive or you leave for your holiday destination. It only takes 10-15 minutes to check for indoor and outdoor leaks that cou...</p>	82	6	7.32%	5	0	0	1	0
Total			4,522	471		312	10	29	346	47
Average			238.0	24.8	10.42%	16.4	0.5	1.5	18.2	2.5

Tweets Published	Total Likes	Total Retweets	Total Followers	Following
4	2	0	89	100
+3 300.0%			+2 2.3%	









3 Most Retweeted Posts

	<p>Post 19227278</p> <p>Holidays can be a busy time: shopping, cooking, family, work and more... Simplify your chore of paying bills and sign... ..</p>	0
	<p>Post 19227359</p> <p>#WinterIsComing – give your sprinklers a little break this winter. With the cooler temperatures, your landscaping w... ..</p>	0
	<p>Post 19227423</p> <p>Remember to keep Fats, Oils or Grease out of your pipes this holiday season. Gravy butter, half and half, lard, Cri... ..</p>	0

3 Most Liked Posts

	<p>Post 19227278</p> <p>Holidays can be a busy time: shopping, cooking, family, work and more... Simplify your chore of paying bills and sign... ..</p>	1
	<p>Post 19227359</p> <p>#WinterIsComing – give your sprinklers a little break this winter. With the cooler temperatures, your landscaping w... ..</p>	1
	<p>Post 19227423</p> <p>Remember to keep Fats, Oils or Grease out of your pipes this holiday season. Gravy butter, half and half, lard, Cri... ..</p>	0

Twitter Post Metrics (December 1 - 31, 2022)


Date	Format	Post	Retweets	Likes
December 25, 2022 7:04 AM PST	 Link	 Post 19227451 Happy Holidays from MSWD! Our offices will be closed from Monday, December 26, through Monday, January 2. You can... https://t.co/Ex4lY2lRry	0	0
December 24, 2022 8:01 AM PST	 Link	 Post 19227423 Remember to keep Fats, Oils or Grease out of your pipes this holiday season. Gravy butter, half and half, lard, Cri... https://t.co/Nj387lEo8P	0	0
December 20, 2022 7:30 AM PST	 Link	 Post 19227359 #WinterIsComing – give your sprinklers a little break this winter. With the cooler temperatures, your landscaping w... https://t.co/lyUiyykiTn	0	1
December 16, 2022 10:02 AM PST	 Link	 Post 19227278 Holidays can be a busy time: shopping, cooking, family, work and more... Simplify your chore of paying bills and sign... https://t.co/pbQuN1sCUR	0	1
Total			0	2
Average			0.0	0.5

Instagram Account Overview (December 1 - 31, 2022)


Item 19.

Posts Published	Total Followers	New Followers	Impressions	Reach	Profile Views
15	250	5	10,848	8,578	101
+6 66.7%	+5 2.0%	+2 66.7%	+10,134 1419.3%	+8,270 2685.1%	+78 339.1%


3 Most Liked Posts

- 

Please join us in welcoming Fernando Ruelas III. Fernando joins our Construction and Maintenance team as a Field Oper...

25
- 


MSWD News Release: During its regularly scheduled Board of Directors meeting today, MSWD swore in two new directors, ...

10
- 


While Santa and his elves have been busy up at the north pole, MSWD and its contractor have also been busy here in De...

10


3 Most Commented Posts

- 

Please join us in welcoming Grant Fournier, who joins MSWD as a Collections System Operator II. Grant will maintain ...

1
- 

Post 19227077
This is your #HolidayReminder to check for leaks before Christmas guests arrive or you leave for your holiday destina...







0
- 









Post 19227101
Real or Fake? Can you tell the difference?
Artificial Christmas trees look just as good as the real thing and are eas...









0









Instagram Post Metrics (December 1 - 31, 2022)

Item 19.

Date	Format	Post	Likes	Comments	Impressions	Reach	Engagements	Engagement Rate	Saves	Video Views
December 25, 2022 7:08 AM PST	 Image	 <p>Post 19227451 Happy Holidays from MSWD! In observance of Christmas, Hannukah, Kwanzaa and New Year's Day, our offices will be closed from Monday, December 26, through Monday, January 2. We are available to assis...</p>	6	0	32	29	6	20.69%	0	
December 24, 2022 8:03 AM PST	 Image	 <p>Post 19227423 We have some Holiday cooking and cleaning tips to keep the FOG out of your pipes. FOG is any Fat, Oil or Grease that hardens and clogs pipes in your plumbing. Some of the worst holiday FOG culpri...</p>	4	0	33	27	4	14.81%	0	
December 21, 2022 8:40 AM PST	 Video	 <p>While Santa and his elves have been busy up at the north pole, MSWD and its contractor have also been busy here in Desert Hot Springs working on the District's new Regional Water Reclamation Facili...</p>	10	0	46	38	10	26.32%	0	13

<p>December 20, 2022 7:30 AM PST</p>	 Image	 <p>Post 19227359 #WinterIsComing – give your sprinklers a little break this winter. With the cooler temperatures, your landscaping will need less water to survive and thrive. Save water and money this winter by adj...</p>	<p>6</p>	<p>0</p>	<p>36</p>	<p>29</p>	<p>6</p>	<p>20.69%</p>	<p>0</p>	
<p>December 19, 2022 3:51 PM PST</p>	 Image	 <p>Please join us in welcoming Fernando Ruelas III. Fernando joins our Construction and Maintenance team as a Field Operations Technician I. In this role, he will perform various work related to water...</p>	<p>25</p>	<p>0</p>	<p>132</p>	<p>120</p>	<p>25</p>	<p>20.83%</p>	<p>0</p>	
<p>December 16, 2022 10:04 AM PST</p>	 Image	 <p>Post 19227278 Holidays can be a busy time: shopping, cooking, family, work and more... Simplify your chore of paying bills and sign up for the MSWD Web Portal. You can pay from any computer or mobile device and ge...</p>	<p>2</p>	<p>0</p>	<p>44</p>	<p>34</p>	<p>2</p>	<p>5.88%</p>	<p>0</p>	
<p>December 15, 2022 4:48 PM PST</p>	 Image	 <p>MSWD News Release: During its regularly scheduled Board of Directors meeting today, MSWD swore in two new directors, Amber Duff, representing residents in Division 1, and Ted Mayrhofen representing...</p>	<p>10</p>	<p>0</p>	<p>67</p>	<p>58</p>	<p>10</p>	<p>17.24%</p>	<p>0</p>	

<p>December 13, 2022 1:14 PM PST</p>	 Image	 <p>News Release: Mission Springs Water District is proud to announce the winners of its Community Calendar Drawing Contest that took place earlier this fall. Featuring student artwork depicting water ...</p>	7	0	41	36	7	19.44%	0	
<p>December 10, 2022 9:02 AM PST</p>	 Image	 <p>Post 19227225 Join MSWD at the #DHS Holiday Parade tonight in downtown Desert Hot Springs (parade route below). The MSWD float is the defending champions from last year. Let's see if we can do it two years in a ...</p>	4	0	49	44	4	9.09%	0	
<p>December 09, 2022 7:05 AM PST</p>	 Image	 <p>Post 19227179 Join the MSWD staff and community at the Livestream Blood Drive on December 20 at the MSWD offices. For more information and to register www.mswd.org/mswd/page/holiday-blood-drive-tuesday-december-...</p>	2	0	26	20	2	10.0%	0	
<p>December 08, 2022 9:06 AM PST</p>	 Image	 <p>Post 19227135 Hosting guests for the Holidays? A friendly way to remind your guest not to flush the wipes you've provided is a nice little note like the one below. You can even print it and tape it to the mirror...</p>	4	0	36	32	4	12.5%	0	

<p>December 08, 2022 7:41 AM PST</p>	<p> Video</p>	<p> Construction on MSWD's new Regional Water Reclamation Facility is continuing. Once complete, the new plant will treat an additional 1.5 million gallons of wastewater per day, allowing more homes an...</p>	<p>4</p>	<p>0</p>	<p>34</p>	<p>28</p>	<p>4</p>	<p>14.29%</p>	<p>0</p>	<p>17</p>
<p>December 06, 2022 8:03 AM PST</p>	<p> Image</p>	<p> Post 19227101 Real or Fake? Can you tell the difference? Artificial Christmas trees look just as good as the real thing and are easy to maintain. No water necessary, no dry pine needles and nothing to throw out....</p>	<p>3</p>	<p>0</p>	<p>38</p>	<p>33</p>	<p>3</p>	<p>9.09%</p>	<p>0</p>	
<p>December 05, 2022 3:47 PM PST</p>	<p> Image</p>	<p> Please join us in welcoming Grant Fournier, who joins MSWD as a Collections System Operator II. Grant will maintain and operate our wastewater mains, lines, and facilities. He currently holds a Co...</p>	<p>5</p>	<p>1</p>	<p>55</p>	<p>49</p>	<p>6</p>	<p>12.24%</p>	<p>0</p>	
<p>December 05, 2022 1:02 PM PST</p>	<p> Image</p>	<p> Post 19227077 This is your #HolidayReminder to check for leaks before Christmas guests arrive or you leave for your holiday destination. It only takes 10-15 minutes to check for indoor and outdoor leaks that cou...</p>	<p>3</p>	<p>0</p>	<p>43</p>	<p>35</p>	<p>3</p>	<p>8.57%</p>	<p>0</p>	


Total	95	1	712	612	96		0	30
Average	6.3	0.1	47.5	40.8	6.4	15.69%	0.0	15.0

LinkedIn Account Overview (December 1 - 31, 2022)


Item 19.

<p>Posts Published</p> <p>5</p> <p>+4 400.0%</p>	<p>Likes</p> <p>31</p> <p>+21 210.0%</p>	<p>Views</p> <p>42</p> <p>+18 75.0%</p>	<p>Followers</p> <p>158</p> <p>+1 0.6%</p>
<p>Comments</p> <p>0</p> <p>-1 -100.0%</p>	<p>Impressions</p> <p>652</p> <p>+322 97.6%</p>	<p>Clicks</p> <p>12</p> <p>+8 200.0%</p>	<p>Engagement Rate</p> <p>9.51%</p> <p>0.0 -1.8%</p>


3 Most Engaging Posts

- 

Post 19227423
 We have some Holiday cooking and cleaning tips to keep the FOG out of your pipes.
 FOG is any Fat, Oil or Grease that ...

12.33%
- 


Post 19227451
 Happy Holidays from MSWD! In observance of Christmas, Hannukah, Kwanzaa and New Year's Day, our offices will be close...


11.36%
- 


While Santa and his elves have been busy up at the north pole, MSWD and its contractor have also been busy here in De...

11.02%

3 Most Shared Posts

- 







While Santa and his elves have been busy up at the north pole, MSWD and its contractor have also been busy here in De... 2
- 





Post 19227423
 We have some Holiday cooking and cleaning tips to keep the FOG out of your pipes.
 FOG is any Fat, Oil or Grease that ... 2
- 

Welcome to our team!
 Please join us in welcoming Fernando Ruelas III. Fernando joins our Construction and Maintenance team as a Field Oper... 1

LinkedIn Post Metrics (December 1 - 31, 2022)

Item 19.

Date	Format	Post	Shares	Clicks	Engagement Rate	Reactions	Impressions	Comments
December 25, 2022 7:09 AM PST	 Image	 <p>Post 19227451 Happy Holidays from MSWD! In observance of Christmas, Hannukah, Kwanzaa and New Year's Day, our offices will be closed from Monday, December 26, through Monday, January 2. We are available to assis...</p>	0	1	11.36%	4	44	0
December 24, 2022 8:03 AM PST	 Image	 <p>Post 19227423 We have some Holiday cooking and cleaning tips to keep the FOG out of your pipes. FOG is any Fat, Oil or Grease that hardens and clogs pipes in your plumbing. Some of the worst holiday FOG culpri...</p>	2	1	12.33%	6	73	0
December 21, 2022 10:55 AM PST	 Video	 <p>While Santa and his elves have been busy up at the north pole, MSWD and its contractor have also been busy here in Desert Hot Springs working on the District's new Regional Water Reclamation Facili...</p>	2	4	11.02%	8	118	0

<p>December 20, 2022 7:30 AM PST</p>	 Image	 <p>Post 19227359 #WinterIsComing – give your sprinklers a little break this winter. With the cooler temperatures, your landscaping will need less water to survive and thrive. Save water and money this winter by adj...</p>	1	2	7.25%	2	69	0
<p>December 19, 2022 3:52 PM PST</p>	 Image	 <p>Please join us in welcoming Fernando Ruelas III. Fernando joins our Construction and Maintenance team as a Field Operations Technician I. In this role, he will perform various work related to water...</p>	1	4	7.59%	13	224	0
Total			6	12		33	528	0
Average			1.2	2.4	9.91%	6.6	105.6	0.0

APPENDIX D – 2023-2024 Legislative Platform



2023-2024
Legislative Platform



DRAFT 1/5/2023

INTRODUCTION

The 2023-2024 Legislative Platform provides a summary of core policy principles to help guide the legislative, regulatory, and administrative advocacy efforts for Mission Springs Water District at the local, regional, state, and national levels of government.

The platform has been developed for the new biennial session of the California Senate and Assembly and the 118th Congress and is consistent with MSWD's mission to provide, protect, and preserve our most valuable resource - water.

While the monthly meetings of the MSWD Board of Directors provide opportunities to receive direction from the Board on policy issues and introduced legislation the platform will guide the General Manager, his designees, and lobbyists so timely action may be taken consistent with the principles outlined in this document.

Developed by the Government and Public Affairs Manager in conjunction with management and the Board of Directors, this document strives to cover the District's anticipated needs and its positions for the legislative term.

There may be issues that arise that are not addressed in this platform or on which the Board may change its position. It is anticipated that staff will continue to interact with the Board to ensure the iterative process necessary to ensure that the advocacy needs of MSWD are met.

Throughout the year, the Board may also take additional steps to direct staff to oppose or support policy initiatives as they arise.



BILL POSITION DEFINITIONS

The following represents active bill positions MSWD staff may adopt or recommend for consideration by the Board of Directors for adoption.

MSWD staff may adopt a position without a Board of Directors vote if the bill language falls within one of the principles laid out in the latter sections of the platform. Advocacy strategies and activities will be directed toward implementing the Board's policies by advancing MSWD's adopted bill position.

SUPPORT: This position reflects MSWD's unconditional interest in the legislation becoming law. MSWD staff and legislative advocates will work to pass the bill in its present form.

SUPPORT AND SEEK AMENDMENTS: This position reflects a similar level of unconditional support for a bill as the SUPPORT position. However, this position implies that MSWD would prefer specific amendments to be considered to improve the measure. MSWD staff and legislative advocates will communicate and advocate in support of the legislation, even if amendments extended by MSWD are not included in the measure.

SUPPORT IF AMENDED: This affirmative position suggests conditional support for a measure, but only if it is amended to incorporate specific amendments approved by the MSWD Board. Staff and legislative advocates will not support the legislation unless it is amended as requested by MSWD.

WATCH: This position reflects a position on a bill that would not directly affect MSWD at that time. Staff carefully monitors "Watch" bills for further developments and future amendments.

OPPOSE UNLESS AMENDED: This position suggests conditional opposition to a measure unless it is amended to incorporate specific amendments approved by the MSWD Board. Staff and legislative advocates will actively work to defeat the legislation until and unless it is amended as requested by MSWD. If legislation is amended as requested by MSWD, staff and legislative advocates will stop working to defeat the legislation but will not advocate in support of the measure unless further directed by the Board.

OPPOSE: This position reflects MSWD's unconditional interest in defeating the legislation. Accordingly, staff and legislative advocates will work to defeat the measure in its present form and will not pursue amendments to address the measure's shortcomings.

All other bills that are of potential interest or concern to MSWD are monitored by staff and legislative advocates. If any of these measures are amended, they are reevaluated to determine if a formal position should be recommended for Board consideration.

POLICY DIRECTIVES

1. Maintain local control of water resources and resist additional burdens that may hinder District operations and affordability.

The essential principles guiding the District shall be to maintain local control of the water resources that MSWD has managed for the last 70 years. Therefore, efforts made in Sacramento or Washington, DC, to reduce the local control or autonomy of the District and its local groundwater management partners should be strongly opposed.



The District will aim to make additional regulatory burdens as manageable as possible. It will work with other water districts and water associations to advocate to regulators through a coalition approach where appropriate to emphasize state or region-wide burdens that would affect operations.

2. Protect MSWD's ability to operate day-to-day business functions efficiently.

Other measures that may impede the District's ability to maintain day-to-day business operations, including numerous categories such as employment matters, building codes, and public agency contracting, will also be closely monitored, and generally opposed.

3. Protect MSWD's groundwater supplies.

Residents of the Desert Hot Springs area have long recognized the need to protect our groundwater. This guardianship extends back to the 1970s when AD-1 was successfully formed and the Alan L. Horton, Wastewater Treatment Plant, was constructed.



All advocacy efforts will focus on the groundwater aquifer's sustainability both now and in the future. MSWD will support actions that preserve or increase the water available by MSWD and its customers to ensure water delivery infrastructure reliability and to preserve MSWD's ability to achieve sustainable groundwater management in the most economical means. Any actions impacting the District's operations or having a contrary effect should be monitored and generally opposed.

4. Support and potentially sponsor efforts to amend state compliance periods for new water quality standards, including monitoring new regulations for various contaminants.

When a new maximum contaminant level (MCL) for a drinking water contaminant is adopted by the California State Water Resources Control Board (SWRCB), water agencies are generally mandated to start compliance monitoring within six months of the MCL effective date or beginning in January of the calendar year following the MCL effective date, depending on the nature of the contaminant. The current regulations often do not provide water agencies impacted by a new unavoidable MCL sufficient time to comply with the regulatory level, thereby placing agencies in a position of noncompliance and triggering a series of consequences to that agency.



The SWRCB Hexavalent Chromium Administrative Draft released in March 2022 proposed a two-year compliance period for large systems, three years for medium systems, and four years for smaller systems. However, this approach fails to address and recognize other environmental, financial, logistical, and regulatory constraints when implementing a compliance project, regardless of system size.

It would be beneficial to California water agencies if the State Legislature or SWRCB adopted a fair and reasonable compliance period similar to that of the U.S. Environmental Protection Agency, which provides up to five years for compliance with a new MCL. Staff will continue to monitor and provide comments on new drinking water regulations, including those anticipated for Hexavalent Chromium, PFAS, arsenic, and manganese, among others.

5. Support federal legislation to remove the taxation requirement for conservation rebates issued by water districts in the state.

Under federal law, the Internal Revenue Service (IRS) does not classify energy efficiency rebates as taxable income. However, the IRS does not classify water conservation rebates in the same manner. It requires that rebates issued by MSWD and other water agencies to customers for removal of turf, replacement of high-volume toilets, or other rebate programs are classified as income and subject to tax by the IRS. Completing tax forms and explaining the process to customers is lengthy and provides a disincentive to their participation in rebate programs. MSWD will watch legislative support legislation that would amend the tax code to exempt water conservation rebates from customers' taxable income.

6. Continue to engage with the State Water Resources Control Board to influence how "Making Conservation a California Way of Life" policies are implemented.

In 2018, SB606 (Hertzberg) and AB1668 (Friedman) were signed into law by Governor Brown. The two laws require a step-down approach to water use throughout the state and across sectors, including residential and commercial outdoor and indoor uses.

In addition, the legislation included specific target dates for reducing water use. In 2022, Governor Newsom signed SB 1157 (Hertzberg) into law, further reducing indoor residential water use standards initially proposed in SB 1668. However, the SWRCB retains the flexibility to implement the laws.



Therefore, MSWD will engage with the rulemaking process initiated by the SWRCB and will remain focused on how the SWRCB moves to further regulate outdoor urban water use efficiency.

7. Continue to oppose a water "tax" or "fee" and monitor how state and/or federal governments will address water affordability through programs like LIHWAP or legislative actions.

MSWD supports water affordability programs; however, the District opposes a water tax or administratively burdensome schemes to implement those programs. California is currently administering a new federal Low Income Household Water Assistance Program (LIHWAP) to assist low-income families with water and wastewater bills.

The State legislature has been targeting water affordability in the wake of the COVID-19 Pandemic. In 2022, SB 222 (Dodd) would have created a Low-Income Water Rate Assistance Fund. Governor Newsom vetoed this bill due to the current financial and economic outlook. Although good in concept, SB 222 would have created more administrative burdens for MSWD without identifying a recurring funding source for the program.

MSWD generally supports programs that supplement existing customer assistance programs to assist low-income customers who would leverage existing program processes, such as LIHWAP, to keep administrative costs low and avoid the need for individual water agencies to hire staff. Additionally, eligibility screening should be performed by a third-party administrator and not performed by individual water agencies, as MSWD does not collect personally identifiable information from customers. Finally, funding for these programs should come from a sustainable source without the possibility of creating a water tax or fee for funding.

8. Seek external funding for new facilities or facilities improvements and infrastructure.

MSWD continues to provide reliable service in the areas of water and wastewater service. The District should maximize opportunities to leverage external funding whenever possible to reduce customer cost burdens associated with the required facilities. Aging and deficient infrastructure is an important issue that has been identified in numerous industry studies, and MSWD should encourage lawmakers to make available grants and fund-matching opportunities to promote capital investment and infrastructure improvements to ensure reliable service.

9. Support and potentially sponsor efforts to streamline federal and state loan and grant processes and policies to reduce delays and remove barriers.

Like many communities, Desert Hot Springs, and the surrounding areas face income inequality challenges with disadvantaged and underserved communities. Through the efforts of the District, millions of grant dollars have been allocated for system improvements, drought resiliency, and groundwater protection. MSWD will continue to advocate for funding at various levels of government for these communities. MSWD will continue to identify and support opportunities to expedite and expand the deployment and execution of these funding programs and to remove barriers to their usefulness for local partners and the public they serve.

For more information regarding the District's Legislative platform, please contact the Government and Public Affairs office at 760-329-6448 ext. 145 or email us at pr@mswd.org.

